



City of Verona

111 Lincoln Street
Verona, WI 53593-1520
COMMON COUNCIL

Monday – April 13, 2020 – 7:00 P.M.

www.ci.verona.wi.us

Due to the COVID-19 pandemic, the Verona Common Council will hold its meeting as a virtual meeting. The Common Council will not meet at City Hall, 111 Lincoln Street. Members of the Common Council and Staff will join the meeting by using Zoom Webinar, as described immediately below.

Members of the public can join the meeting using Zoom Webinar via a computer, tablet, or smartphone, or by calling into the meeting using phones, as described immediately below. Those requiring toll-free options are asked to contact City Hall for details prior to the meeting at adam.sayre@ci.verona.wi.us or 608-848-9941.

Join the meeting via computer, tablet, or smart phone:

<https://zoom.us/j/652896193>

Webinar ID: 652-896-193

Join the meeting via phone by dialing:

312-626-6799

Access Code: 652-896-193

Watch live on the City's YouTube Channel: <https://www.youtube.com/user/VeronaWIMeetings>

The online meeting agenda and all support materials can be found at <https://www.ci.verona.wi.us/>. In addition to the public, all Council members and staff will also be participating remotely. A brief explanation on how the meeting will be conducted will occur at 7:00 PM. Anyone with questions prior to the meeting may contact the City at (608) 848-9941 or adam.sayre@ci.verona.wi.us.

PUBLIC SPEAKING INSTRUCTIONS

- **WRITTEN COMMENTS:** You can send comments to the City Council on any matter, either on or not on the agenda, by emailing adam.sayre@ci.verona.wi.us or in writing to Common Council, 111 Lincoln Street., Verona, WI, 53593.
- **For public comments, register and speak:** Those wishing to speak during the virtual meeting **MUST** register by 7:00 PM in advance of the meeting start time by emailing adam.sayre@ci.verona.wi.us or calling 608-848-9941. You will be given information on how your speaking opportunity will be coordinated.

1. Call to order
2. Roll Call
3. Public Comments
4. Approval of Minutes from the March 9, 2020 Common Council Meeting
5. Mayor's Business
6. Announcements
7. Administrator's Report
8. Engineer's Report
9. Committee Reports
 - A. Plan Commission**
 - (1) Discussion and Possible Action Re: Resolution No. R-20-013 approving a certified survey map to modify the shared property lot line between existing lots 9 and 10 of the Verona Technology Park plat located at the corner of Thousand Oaks Trail, and John P. Livesey Boulevard
 - (2) Discussion and Possible Action Re: Resolution No. R-20-014 approving a certified survey map to create one (1) lot located at 319 Lincoln Street
 - B. Public Works/Sewer & Water Committee**
 - (1) Discussion and Possible Action Re: Awarding contract for Project 2020-107, Rapid Rectangular Flashing Beacon pedestrian improvements
 - (2) Discussion and Possible Action Re: Developer's agreement for Kettle Creek North Phase 3 public improvements
 - (3) Discussion and Possible Action Re: Professional services agreement with JT Engineering for inspection service for development of the "Woods at Cathedral Point".
 - (4) Discussion and Possible Action Re: Intergovernmental agreement for the Madison Area Municipal Storm Water Partnership
 - (5) Discussion and Possible Action Re: Amendment No. 1 for Construction Related Services with AECOM at Project ID 2017-115, Well 6
10. New Business
 - A. Discussion and Possible Action Re: Payment of bills
 - B. Discussion and Possible Action Re: Approving a landscaping agreement with 841 North Main Street, LLC to allow landscaping on City property
 - C. Discussion and Possible Action Re: Update from City Departments on COVID-19 pandemic.
 - D. Discussion and Possible Action Re: Resolution No. R-20-015 Declaration of Emergency in the City of Verona and Authorization of Joint Executive Authority to Implement Necessary Measures in Response to COVID-19
 - E. Discussion and Possible Action Re: Families First Coronavirus Response Act and the Public Health Emergency: Emergency Family and Medical Leave and Emergency Paid Sick Leave Policies
 - F. Discussion and Possible Action Re: Ordinance No. 20-964 amending Section 11-1-1 of the Code of Ordinances relating to violations of law relating to health
 - G. Discussion and Possible Action Re: Approval of operator licenses
11. Adjournment

Luke Diaz, Mayor

POSTED: Miller's Market
Verona City Hall
City Website @ www.ci.verona.wi.us

IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMODATION TO ACCESS THE MEETING, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.

CITY OF VERONA
MINUTES
COMMON COUNCIL
March 9, 2020
Verona City Hall

1. Mayor Diaz called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance
3. Roll call: Alderpersons Kate Cronin, Charlotte Jerney, Chad Kemp, Katie Kohl, Heather Reekie and Evan Touchett were present. Also present: City Administrator Adam Sayre, City Attorney Bryan Kleinmaier, Public Works Director Theran Jacobson, City Engineer Carla Fischer, and City Clerk Ellen Clark.
4. Public Comment: None
5. Approval of the minutes from the February 24, 2020 Common Council meeting. Motion by Reekie, seconded by Kemp, to approve the minutes of the February 24, 2020 Common Council meeting. Motion carried 7-0.
6. Mayor's Business:
 - Mayor Diaz expressed his concern over the Verona Area School District's handling of an alleged sexual assault at Badger Ridge Middle School.
7. Announcements: None
8. Administrator's Report:
 - City policies regarding cost of living increases, cell phones and TIF guidelines are being updated.
 - The Hometown Days parade will be held June 7th at Noon.
 - City staff is working with Dane County, the State of Wisconsin, the Centers for Disease Control (CDC), and the Critical Infrastructure Security Agency (CISA) regarding the COVID-19 outbreak. The City has been taking its guidance from these agencies, and is encouraging employees to wash their hands and take other recommended precautions. Voters are being encouraged to vote absentee for the April 7, 2020 Spring Election. In-person absentee voting hours will be extended during the weeks leading up to the Election. The City is committed to providing essential services, and is considering remote work and other staffing options should public buildings be forced to close. Updates will be provided as required.
9. Engineer's Report:
 - Well 6 Pumping Station Construction: Roofing construction, electrical wiring and boxes are being completed.
 - Verona Area High School Construction Traffic Improvements: Traffic will continue in the same location for approximately another month. The deck for the Stewart Woods Road bridge will be poured later this month or early next month. The Military

Ridge State Trail re-route has been removed and the trail is currently closed to finish structure work.

10. Committee Reports

A. Finance Committee

- (1) Discussion and Possible Action Re: Payment of bills. Motion by Kemp, seconded by Cronin, to pay the bills in the amount of \$1,915,911.60. Motion carried 7-0.

B. Public Safety and Welfare Committee

- (1) Discussion and Possible Action Re: A Change of Agent request from Kwik Trip, Inc. for Kwik Trip #456, 2145 CTH PB, Verona, WI. Motion by Reekie, seconded by Touchett, to approve the Change of Agent request from Kwik Trip, Inc. for Kwik Trip #456, 2145 CTH PB, Verona, WI. Motion carried 7-0.
- (2) Discussion and Possible Action Re: Ordinance No. 20-959 amending Section 7-1-8 of the Code of Ordinances of the City of Verona related to animals on public property. Motion by Reekie, seconded by Touchett, to approve Ordinance No. 20-959 amending Section 7-1-8 of the Code of Ordinances of the City of Verona related to animals on public property. This amendment allows service dogs, rescue dogs, and Police and Fire K9s to be located on public grounds and cemeteries. Motion carried 7-0.

C. Plan Commission

- (1) Discussion and Possible Action Re: Ordinance No. 20-960 rezoning land at 103 North Franklin Street from Neighborhood Office (NO) to Central Commercial (CC). Sayre explained that the zoning map amendment would allow for an office and to make custom wood bats in the existing building. Motion by Kohl, seconded by Kemp, to approve Ordinance No. 20-960 rezoning land at 103 North Franklin Street from Neighborhood Office (NO) to Central Commercial (CC). Motion carried 7-0.
- (2) Discussion and Possible Action Re: Resolution No. R-20-008 approving a conditional use permit for 103 North Franklin Street to allow light industrial activities incidental to indoor sales or services land use. Sayre explained this conditional use permit would allow for an office and to make custom wood bats in the existing building.

Kohl asked for the operating hours of the business.

Brad D’Orazio, owner of the property, stated most work is done on Saturday and Sunday, and there will be no early morning or late evening hours.

Motion by Kohl, seconded by Touchett, to approve Resolution No. R-20-008 approving a conditional use permit for 103 North Franklin Street to allow light industrial activities incidental to indoor sales or services land use, with the following conditions:

1. The total area devoted to light industrial activities shall not exceed 15% of the total area of the buildings on the property.

2. The production area shall be physically separated by a wall from other activity areas and shall be soundproofed.
3. Any noise from the building shall conform to the standards of the City's Ordinances.

Motion carried 7-0.

- (3) Discussion and Possible Action Re: Resolution No. R-20-009 approving a plat to create two lots and two outlots located at 1979 Milky Way. This plat would reduce the number of parcels on the Epic campus from 23 parcels to 2 lots and 2 outlots. Motion by Kohl, seconded by Touchett, to approve Resolution No. R-20-009 approving a plat to create two lots and two outlots located at 1979 Milky Way. Motion carried 7-0.
- (4) Discussion and Possible Action Re: Ordinance No. 20-961 rezoning Epic Systems Corporation Lots 1 and 2 to Suburban industrial (SI), with outlots 1 and 2 remaining as Rural Agricultural (RA). Motion by Kohl, seconded by Kemp, to approve Ordinance No. 20-961 rezoning Epic Systems Corporation Lots 1 and 2 to Suburban Industrial (SI), with outlots 1 and 2 remaining as Rural Agricultural (RA). Motion carried 7-0.
- (5) Discussion and Possible Action Re: Resolution No. R-20-010 releasing certain restrictions and grants of easements pursuant to Wis. Stats. Sec. 236.293 related to the Epic 2 Plat. This Resolution will release certain restrictions and easements as part of the Epic 2 Plat. Motion by Reekie, seconded by Cronin, to approve Resolution No. R-20-010 releasing certain restrictions and grants of easements pursuant to Wis. Stats. Sec. 236.293 related to the Epic 2 Plat. Motion carried 7-0.
- (6) Discussion and Possible Action Re: Resolution No. R-20-011 terminating certain restrictions on a plat pursuant to Wis. Stat. Sec. 236.293 related to the Epic 2 Plat. A restriction related to future WisDOT reviews once Epic exceeded 3,000 employees is no longer applicable, as the City has completed updated traffic impact analysis for the area. Motion by Kohl, seconded by Kemp, to approve Resolution No. R-20-011 terminating certain restrictions on a plat pursuant to Wis. Stat. Sec. 236.293 related to the Epic 2 Plat. Motion carried 7-0.
- (7) Discussion and Possible Action Re: Resolution No. R-20-012 discontinuing portions of roads pursuant to Wis. Stat. Sec. 66.1003 related to the Epic 2 Plat. This Resolution will discontinue portions of Northern Lights Road as part of the Epic 2 Plat. Motion by Kohl, seconded by Kemp, to introduce Resolution No. R-20-012 discontinuing portions of roads pursuant to Wis. Stat. Sec. 66.1003 related to the Epic 2 Plat. Motion carried 7-0.

D. Public Works/Sewer & Water Committee

- (1) Discussion and Possible Action Re: Awarding a contract for Project 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project. Motion by Touchett, seconded by Kemp, to award a contract for Project 2020-101, 2020 Verona Street

Asphaltic Rehabilitation Project. Motion carried 7-0.

- (2) Discussion and Possible Action Re: Awarding a contract for Project 2020-102 Bituminous Seal Coat Project. Motion by Touchett, seconded by Kemp, to award a contract for Project 2020-102 Bituminous Seal Coat Project. Motion carried 7-0.
- (3) Discussion and Possible Action Re: Developer's agreement for Whispering Coves Phase 1 public improvements. Motion by Touchett, seconded by Cronin, to approve a developer's agreement for Whispering Coves Phase 1 public improvements, subject to final review by the City Attorney. Motion carried 7-0.
- (4) Discussion and Possible Action Re: Professional services agreement with KL Engineering for inspection services for Whispering Coves Phase 1. Motion by Touchett, seconded by Kemp, to approve a professional services agreement with KL Engineering for inspection services for Whispering Coves Phase 1 contingent upon legal counsel review. This is a pass through cost to the developer. The contract shall not exceed \$347,224. Motion carried 7-0.

11. New Business

- A. Discussion and Possible Action Re: Pre-annexation Review Agreement between the City of Verona and West Madison Bible Church. This agreement requires a deposit and reimbursement for City review costs. The City will draw upon the reimbursement account for costs associated with annexing. Motion by Kemp, seconded by Kohl, to approve a Pre-annexation Review Agreement between the City of Verona and West Madison Bible Church.

Diaz clarified that this is just a first step, and does not mean that there is a project identified at this time.

Sayre stated these agreements are required before any annexation takes place to ensure the City is able to recover costs involved with the annexation process should the annexation not take place. Motion carried 7-0.

- B. Discussion and Possible Action Re: Ordinance No. 20-962 correcting Ordinance No. 20-956 annexing 0.224 acres of land at 515 West Verona Avenue. Motion by Cronin, seconded by Kemp, to approve Ordinance No. 20-962 correcting Ordinance No. 20-956 annexing 0.224 acres of land at 515 West Verona Avenue. Motion carried 7-0.
- C. Discussion and Possible Action Re: Process for filling City Council vacancy. On March 1st, Sarah Gaskell resigned as District 2 Alderperson, having accepted the Town of Verona Administrator/Planner position. Staff recommends the Council appoint a person to complete the District 2 term that will expire in April of 2021 with the following procedure:
 - March 10th – Advertise vacancy
 - March 25th – Applications/resumes due to City Clerk
 - March 30th – Each candidate will have three minutes to present to the Common Council
 - April 13th – Appointment of the new Alderperson

Staff is requesting direction and feedback from the Council.

Sayre reviewed the application, as well as the advertisement that will appear in the Verona Press.

Motion by Kohl, seconded by Touchett, to approve the process for filling the District 2 Alderperson vacancy as discussed. Motion carried 7-0.

- D. Discussion and Possible Action Re: Selection of a City Council representative to the Plan Commission. Alderperson Cronin nominated Alderperson Kohl as the City Council representative to the Plan Commission. There were no other nominations. On roll call: Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye.

Kohl thanked the Council for the nomination. She is pleased to be part of the Plan Commission.

- E. Discussion and Possible Action Re: Current litigation involving condemnation claim made by property owner related to County Highway M/PD road project.
The Common Council may convene in closed session as authorized by Section 19.85(1)(g) of the Wisconsin Statutes for the purpose of conferring with legal counsel who either orally or in writing will advise the governmental body on strategy to be adopted with respect to current or likely litigation. The Common Council may reconvene in open session and take action on the closed session item.

Kleinmaier stated there is a proposed settlement agreement for this item. The settlement is within the scope of the discussions that were held by the Council in closed session at the February 24, 2020 Common Council meeting. The settlement does require an additional payment by the City. The City would collect utility-related costs for the CTH M project when the land is annexed; however, collection of the road costs by the City was waived. If the agreement is approved by the Council, the terms of the agreement will then become public, and the litigation will be dismissed.

Motion by Touchett, seconded by Kemp, to approve the settlement agreement involving a condemnation claim made by a property owner related to the County Highway M/PD road project. Motion carried 7-0.

The Common Council did not convene in closed session for this item.

- F. Discussion and Possible Action Re: Collective Bargaining with Local 311 of the International Association of Professional Firefighters, AFL-CIO.
The Common Council may convene in closed session as authorized by Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item.

Sayre stated City staff has been negotiating with Local 311 of the International Association of Professional Firefighters, AFL-CIO for a new collective bargaining

agreement since November 2019. Staff is requesting a closed session to update the Council on the status of those negotiations and obtain feedback and direction from the Council.

Diaz requested unanimous consent to invite Acting Fire Chief Machotka to remain for the closed session. There were no objections.

Motion by Touchett, seconded by Cronin, to convene in closed session as authorized by Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item. On roll call: Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye. Motion carried 7-0. The Common Council convened in closed session at 7:55 p.m.

CLOSED SESSION

The Common Council reconvened in open session at 8:29 p.m.

Diaz stated the City will continue negotiations with Local 311 of the International Association of Professional Firefighters, AFL-CIO.

12. Adjournment:

Motion by Touchett, seconded by Kemp, to adjourn at 8:29 p.m. Motion carried 7-0.

Ellen Clark
City Clerk

Administrator Report for April 13, 2020

Upcoming Meetings/Events

- Common Council Organizational Meeting – April 21st

COVID-19 Updates

Updates on COVID-19 will be provided later in the meeting.

District 2 Vacant Alderperson Seat

The deadline for submitting applications for the vacant District 2 Alderperson seat has been extended until noon on Wednesday, April 22nd. A link to the application information is below:

<https://www.ci.verona.wi.us/DocumentCenter/View/3092/District-2-Council-Vacancy-App?bidId=>

Sugar Creek School RFP

The Sugar Creek School RFP was posted to the City's website on January 6th. Proposals are due to the City by April 27th. A link to the RFP is below:

<https://www.ci.verona.wi.us/697/Sugar-Creek-Elementary-School-Site>

2020 Census

Paper Census questionnaire forms are being sent out by the Federal Government by mail this week to anyone who has not responded online or by phone. These should be filled out and mailed back to ensure we have an accurate count of the City's population. College students should fill out the form and use their college address, which is either on- or off-campus, even if they are at home during COVID-19. As of April 8th, the City had a 68% response rate and Wisconsin has a 53.8% response rate.

CITY OF VERONA ENGINEER REPORT

for April 13, 2020

CONSTRUCTION PROJECTS

WELL 6 PUMPING STATION CONSTRUCTION

Access road and driveway/parking area have been graded and base course installed. HVAC items, ceiling, doors, insulation, and painting are being completed. Due to COVID-19 protocols, only one trade will be able to work in the building at a time. This is expected to push Substantial Completion back 6-8 weeks and may impact Final Completion as well.

VERONA AREA HIGH SCHOOL CONSTRUCTION – TRAFFIC IMPROVEMENTS

W. Verona Ave inside lanes are closed through the project area with concrete, landscaping, and electrical items to be completed. The lane closures are planned for a couple weeks or so; then lane closures will be shifted to the outside lanes.

West End Circle traffic will remain in the current location, and curb repairs and asphalt paving (lower lift) are planned in the next month. Once asphalt paving is complete, traffic will be switched onto the new lanes (east side) and work on the west half (Stage 2) will begin.

Utilities will be completed in the next couple of weeks along Wildcat Way and Stewart Woods Road. Once complete, the areas will be prepped for road base and road base, curb, and pavement placed.

Work is beginning or planned to begin shortly on Nine Mound Road (north and south of W. Verona Ave), Legion Street (at Nine Mound Road), and Paoli Street (at Nine Mound Road). Work will be taking place for the next month or so and will consist of new turn lanes or median islands.

All concrete has been poured for all structures. Some finishing items and railing placement remain at the Stewart Woods Road bridge and are planned to be completed in the next couple of weeks.

Military Ridge State Trail is planned to be closed at the end of the month to complete trail grading, concrete approach slabs, and final restoration.

CTH M CONSTRUCTION

The contractor intends to start back up on 4/13/2020 with remaining work consisting of placement of colored and stamped concrete pavements in the roadway medians at various locations along CTH M, CTH PD and Mid Town Road. The Contractor's crews will begin addressing various punch list activities, which are anticipated to occur throughout the project limits.

CTH PD CONSTRUCTION – WOODS ROAD TO CTH M

Private utility installation is occurring. Roadwork has resumed with the placement of crushed aggregate base course on the future east bound lanes. At this time, there are no anticipated changes to the current traffic control.

LIBERTY PARK PHASE 4 CONSTRUCTION

Work at Liberty Park resumed on April 6th. The storm sewer on Ambition Street has been installed. The contract estimates a total of about two weeks of storm sewer work. Street construction will follow. Work on Whalen Road will be part of the street construction. There will be traffic control barrels set out during the week of April 13th.

FIREMAN'S PARK CONSTRUCTION

There was a meeting held with the contractor and subcontractor on Wednesday, April 8th to review the site restoration work.

RAPID RECTANGULAR FLASHING BEACON PROJECT

The project will consist of the installation of RRFBs at four intersections within the City listed below:

- North Main Street and St. Andrews Church Driveway
- North Nine Mound Road and Edward Street
- South Nine Mound Road and Military Ridge State Trail
- Whalen Road and Military Ridge Drive

Bids were received on March 13th and Cummings and Turk, Inc. was the low bidder. Awarding the contract is recommended and will be discussed later in the agenda. The project is anticipated to begin on or after June 1st and be completed by August 14th.

2020 ASPHALT REHABILITATION PROJECT

The project will consist of replacing the asphaltic surface on Northern Lights Road between Epic Staff Park A and Epic Staff Park B. The project is anticipated to begin on or after June 15th and be completed by July 3rd.

2020 CHIP SEAL PROJECT

The project consists of chip sealing streets in the Westridge Estates, Thompson Heights, and Cross Country Heights Subdivisions. The project is anticipated to begin on or after May 26th and be completed by June 30th.

MAJOR DESIGN PROJECTS

EAST SIDE INTERCEPTOR DESIGN

Design study report is finalized. Preliminary plan and profile sheets of the proposed interceptor have been reviewed by City staff. Permits have been submitted to Wisconsin Department of Natural Resources. Coordination will begin within the next two months with properties along the corridor.

LINCOLN STREET STORMWATER FACILITY DESIGN

Brown and Caldwell is coordinating with the permitting agencies on revised layouts and will begin to formalize the permit applications. The agencies have provided positive feedback on the layout and operations. Next steps are to begin detailed design and permit applications.

MEMORANDUM

To: Mayor and Council Members

From: Adam Sayre, City Administrator

Date: April 10, 2020

Re: Administrator's Memo – April 13, 2020 Common Council Meeting

Listed below is an explanation of items on the April 13, 2020 Common Council agenda:

PLAN COMMISSION

1. **Discussion and Possible Action Re: Resolution No. R-20-013 approving a certified survey map to modify the shared property lot line between existing lots 9 and 10 of the Verona Technology Park plat located at the corner of Thousand Oaks Trail, and John P. Livesey Boulevard.**

The proposed certified survey map would modify the shared property line between existing lots 9 and 10 of the Verona Technology Park. Comments from the Plan Commission meeting on April 8, 2020 included questions regarding when a site plan would go before the Commission for this property and is it typical to have a stormwater access agreement between two (2) properties for a certified survey map. The Plan Commission voted 7-0 to recommend approval at this meeting.

2. **Discussion and Possible Action Re: Resolution No. R-20-014 approving a certified survey map to create one (1) lot located at 319 Lincoln Street.**

The proposed certified survey map was submitted by the City to acquire land to be used for public utility purposes. Comments from the Plan Commission meeting on April 8, 2020 included clarification of the location of the certified survey map and how the City will use this land. The Plan Commission voted 7-0 to recommend approval.

PUBLIC WORKS/SEWER & WATER COMMITTEE

1. **Discussion and Possible Action Re: Awarding contract for Project 2020-107, Rapid Rectangular Flashing Beacon pedestrian improvements.**

The RRFB project consists of the installation of RRFB at four intersections listed below:

- North Main St and St. Andrews Church Driveway
- North Nine Mound Rd and Edward St
- South Nine Mound Rd and Military Ridge State Trail
- Whalen Rd and Military Ridge Dr.

Three bids were received for the project referenced above and are listed below in order lowest to highest:

- Cummings and Turk, Inc. of Mount Horeb, WI in the amount of \$20,905.00.
- Red Arrow Electric of Fort Atkinson, WI in the amount of \$22,300.00
- QSP Utility of Waterford, WI in the amount of \$61,300.00.

The estimate with contingencies was \$26,950. Cummings and Turk has completed or currently working on other projects within the City of Verona. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Cummings and Turk has the personnel, equipment and financial assets necessary to complete project 2020-107, RRFB pedestrian improvements.

2. Discussion and Possible Action Re: Developer’s agreement for Kettle Creek North Phase 3 public improvements.

City staff and City Attorney have worked with the developer for Kettle Creek North in preparation of the Developer Agreement. The agreement anticipates that construction of the public improvements to serve the phase will commence in late April of 2020 and will be substantially completed on or about September 30, 2020, pending permit approvals. Phase 3 is the extension of Esker Drive towards route of Tamarack Way.

3. Discussion and Possible Action Re: Professional services agreement with JT Engineering for inspection service for development of the “Woods at Cathedral Point”.

This agreement is for inspection services at “Woods at Cathedral Point” for the public improvements. JT Engineering is also working for the City with administering street opening permits for utility projects. Public Works staff is recommending that the contract with JT Engineering be approved. This is a pass through cost to the developer. The contract shall not exceed \$96,810 and be contingent upon legal counsel review of the contract language.

4. Discussion and Possible Action Re: Intergovernmental agreement for the Madison Area Municipal Storm Water Partnership.

This IGA with MAMSWAP is a renewal of an expired agreement. The IGA is for the cooperation between adjacent communities for the storm water information and education as part of our Municipal Separate Storm Sewer System permit (MS4). This is a four year agreement with a cost ranging from \$5,212 in 2020 to \$6,335 in 2024.

5. Discussion and Possible Action Re: Amendment No. 1 for construction related services with AECOM at Project ID 2017-115, Well 6.

This amendment is for additional and extended services provided during the construction of Well 6. The services provide are as follows:

- Design revisions requested by staff
 - Sanitary sewer upsizing
 - Road design revisions ensure integrity due to field conditions
 - Chemical room containment and equipment
- Extension of contract time
- Additional shop drawing review and/or substitutions

This amendment is for additional \$35,950 above the original contract of \$130,150; therefore a new contract value not to exceed \$166,100.

NEW BUSINESS

B. Discussion and Possible Action Re: Approving a landscaping agreement with 841 North Main Street, LLC to allow landscaping on City property.

In April of 2019, a site plan and conditional use permit were approved for a 100-unit age restricted senior housing with assisted care at 841 North Main Street. As part of the approval, there were six (6) conditions of approval that the applicant must meet before pulling building permits, which included a deed restriction, enter into a landscaping

agreement to install plantings on public lands, install landscaping on City property as soon as practical, complete a CSM, provide the City a copy of the shared parking agreement, and add significant evergreen landscaping to screen the property. The applicant held numerous meetings in 2019 with Staff and the neighbors to discuss different landscaping options for the eastern portion of 841 North Main Street and the City owned outlot. Enclosed in the draft agreement is the proposed landscaping design for the outlot. This draft agreement was emailed directly to the property owners that abut the City owned outlot. At this time, Staff has received no comments from the neighbors. At the request of the neighbors, the outlot will not contain a pedestrian path. Staff recommends approval of the landscaping agreement.

C. Discussion and Possible Action Re: Update from City Departments on COVID-19 pandemic.

Department Heads will provide updates to the Common Council on COVID-19, their Department's responses, changes they've made, and answer any questions from the Council.

D. Discussion and Possible Action Re: Resolution No. R-20-015 Declaration of Emergency in the City of Verona and Authorization of Joint Executive Authority to Implement Necessary Measures in Response to COVID-19.

This Resolution ratifies the Mayor's Emergency Proclamation due to COVID-19 executed on March 16, 2020. In addition, this Resolution authorizes the Mayor and City Administrator to have joint executive authority to implement measures they determine to be necessary in response to the COVID-19 outbreak. The Common Council is declaring a Local State of Emergency until such time that the State of Wisconsin's public health emergency declaration is lifted. The full allocation of City resources are available to ensure the continuation of core City services in the midst of the pandemic. This action also directs City Staff to track expenses for potential reimbursements that might become available.

E. Discussion and Possible Action Re: Families First Coronavirus Response Act and the Public Health Emergency: Emergency Family and Medical Leave and Emergency Paid Sick Leave Policies.

The Families First Coronavirus Response Act ("FFCRA") which expanded the Family and Medical Leave Act (Emergency Family and Medical Leave Expansion Act) and created a paid sick leave entitlement (Emergency Paid Sick Leave Act) for all eligible full- and part-time employees was signed into law on March 18, 2020. This leave would allow an eligible employee to take up to twelve (12) weeks of paid leave for COVID-19 related absences. Two (2) of the 12 weeks would be paid at 100% of the employee's regular salary if the employee is sick or quarantined with COVID-19 or COVID-19 related symptoms. Another 10 weeks, paid at two-thirds of the employee's salary, is available for employees who need to care for a sick or quarantined family member or to care for children who cannot be in school or childcare due to COVID-19. The provisions of FFCRA became effective on April 1, 2020.

Within the FFCRA is a provision which allows local governments to exempt "emergency responders" and "health care providers" from provisions of the FFCRA. The purpose of the exemption language is to allow local governments to identify those categories of employees

whose continued work in their respective roles is vital and necessary for the local response to COVID-19. The policy defines which positions are considered “first responders” and qualify for exemptions in the FFCRA, including Police and Fire Department staff. To address concerns of the need for emergency paid sick leave for these emergency responders who are exempted from the FFCRA, Staff developed a separate two-week paid leave policy for those exempted employees who may be unable to work because of a positive COVID-19 test, care for a family member who has tested positive or need for quarantine due to exposure. This emergency paid leave policy has been reviewed and accepted by the Police Department and union. The Fire Department union has not accepted the emergency paid leave at this time.

F. Discussion and Possible Action Re: Ordinance No. 20-964 amending Section 11-1-1 of the Code of Ordinances relating to violations of law relating to health.

The proposed Ordinance amendment would adopt violations of State Statute 252.25 as a violation of law relating to health. The Governor’s Safer at Home Order is an order issued by State Statute 252.25. Currently, the City’s municipal Code of Ordinances does not adopt State Statute 252.25 as an offense and could make City enforcement of the Governor’s Safer at Home Order more difficult. The proposed Ordinance amendment will make it clear the City can enforce the Governor’s Safer at Home Order.

**CITY OF VERONA
RESOLUTION NO. R-20-013**

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO MODIFY THE
SHARED PROPERTY LINE FOR EXISTING LOTS 9 AND 10 OF
THE VERONA TECHNOLOGY PARK INTO TWO (2) LOTS**

WHEREAS, the owner of the lot is proposing to modify the shared property line between existing lots 9 and 10 of the Verona Technology Park; and

WHEREAS, it is in the public interest to modify the shared lot line; and

WHEREAS, the applicant is proposing to modify the existing two (2) lots into two (2) lots via a certified survey map; and

WHEREAS, each of the proposed lots will meet all applicable State requirements, zoning requirements, setback requirements, and lot area and width requirements; and

NOW, THEREFORE, BE IT RESOLVED, that a certified survey map be approved to modify Lots 9 and 10 of the Verona Technology Park.

Passed, signed and dated this 13th day of April, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

Planning Report

City of Verona

Plan Commission 4-8-2020

Verona Technology Park

Certified Survey Map

Summary: The applicant has submitted as certified survey map (CSM) to modify the shared property line between existing lots 9 and 10 located at the corner of CTH M, Thousand Oaks Trail, and John P. Livesey Boulevard.

Property Location: Lots 9 and 10 at the corner of CTH M, Thousand Oaks Trl., and John P. Livesey Blvd.

Property Owner: Anorev LLC
2248 Deming Way, Suite 200
Middleton, WI 53562

Applicant: Same

Existing Zoning: Suburban Industrial (SI)
Existing Land Use: Vacant lots
Proposed Land Use: Office and flexible industrial uses space

Figure 1 - Location Map



Verona Technology Park
Certified Survey Map

CSM Review:

The Applicant is requesting approval of a certified survey map (CSM) to modify the property line between the existing lots 9 and 10. This modification would allow the newly created Lot 1 access from John P. Livesey Boulevard as access is not permitted from Thousand Oaks Trail. Proposed Lot 2 would also have access from John P. Livesey Boulevard.

Staff supports the addition of note 3 on the CSM that states, "The lots of this Certified Survey Map are subject to shared access and utility easement agreement to be recorded by a separate instrument" (Sheet 2 of CSM). Staff recommends that a stormwater management agreement occur between the two lots to ensure proposed Lot 2 can use the stormwater management pond for Lot 1.

The proposed CSM meets the City's Zoning Ordinance requirements.

Recommendation:

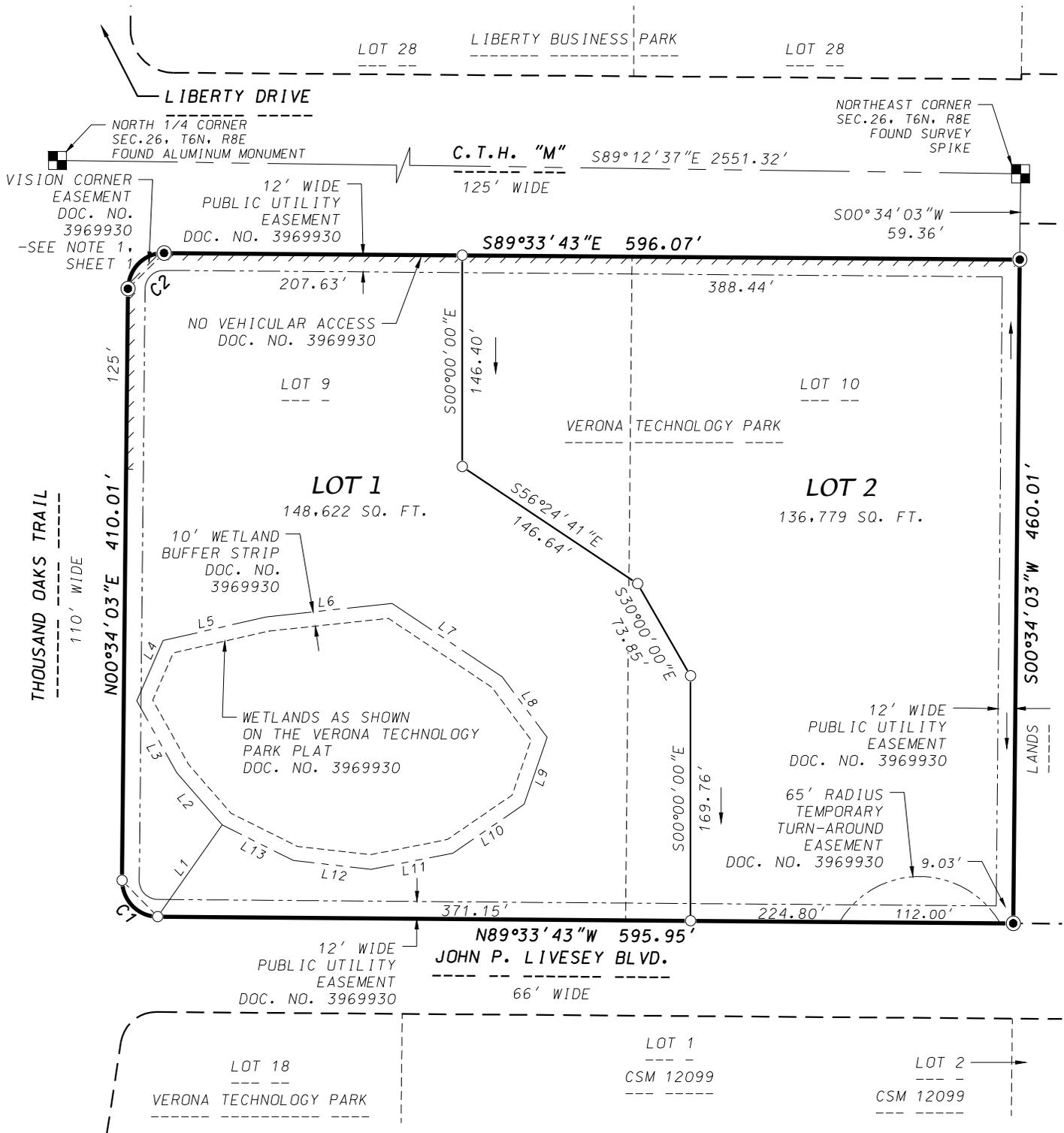
Staff recommends the Plan Commission recommend that the Common Council approve the certified survey map for the Verona Technology Park.

Prepared by: Katherine Holt *KH*
Community Development Specialist

Submitted by: Adam Sayre, AICP *AS*
City Administrator

CERTIFIED SURVEY MAP

LOTS 9 AND 10, VERONA TECHNOLOGY PARK,
 LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 26, T6N, R8E,
 CITY OF VERONA, DANE COUNTY, WISCONSIN

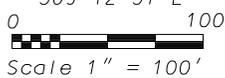


LEGEND

- FOUND 1-1/4" IRON REBAR
- PLACED 3/4" IRON REBAR (WT. = 1.5 LBS. / FT.)



THE NORTH LINE OF THE NE1/4
 OF SECTION 26, T6N, R8E
 IS ASSUMED TO BEAR
 S89°12'37"E



DATE: March 9, 2020
 F.N.: 20-07-104
 C.S.M. NO. _____
 DOC. NO. _____
 VOL. _____ SHEET _____

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

CERTIFIED SURVEY MAP

LOTS 9 AND 10, VERONA TECHNOLOGY PARK,
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 26, T6N, R8E,
CITY OF VERONA, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Brett T. Stoffregan, Professional Land Surveyor S-2742, do hereby certify that this survey is in full compliance with Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Verona, Dane County, Wisconsin, and under the direction of the Owners listed below, I have surveyed, divided and mapped the land described herein and that said map is a correctly dimensioned representation of the exterior boundaries and division of the land surveyed. Said land is described as follows: Lots 9 and 10, Verona Technology Park, recorded in Volume 58-059A of Plats on pages 313-315 as Document Number 3969930, located in the NE1/4 of the NE1/4 of Section 26, T6N, R8E, City of Verona, Dane County, Wisconsin. Containing 285,401 square feet (6.552 acres).

Dated this 9th day of March, 2020.

Brett T. Stoffregan, Professional Land Surveyor S-2742

NOTES

1. Notes from Verona Technology Park plat

-Individual lots within this plat will be required to infiltrate where practical the first 1/2 inch of runoff from building rooftops. Runoff from parking lots will be pre-treated for oil and grease before it is allowed to commingle with other runoff.

-Minimum unprotected foundation opening elevation for this plat shall be 938.5.

- Arrows indicate the direction of drainage flows in various components resulting from site grading and the construction of required public improvements. The drainage flow components located in easements shall be maintained and preserved by the property owner.

2. The Lots of this Certified Survey Map are subject to the following recorded documents:

- Declaration of Covenants, Conditions and Restrictions recorded as Doc. No. 4242114.
- Declaration of Restrictive Covenants recorded as Doc. No. 4362894.
- Tax Agreement recorded as Doc. No. 4956762.

3. The lots of this Certified Survey Map are subject to shared access and utility easement agreement to be recorded by a separate instrument.

4. Surveyed for:

Anorev, LLC
2248 Deming Way, Suite 200
Middleton, WI 53562

CURVE TABLE

CURVE NUMBER	RADIUS (FEET)	CHORD (FEET)	ARC (FEET)	CHORD BEARING	CENTRAL ANGLE
C1	25.00	35.40	39.33	N44°29'50"W	90°07'46"
C2	25.00	35.31	39.21	N45°30'10"E	89°52'14"

WETLAND BUFFER STRIP
LINE TABLE

- L1 - N35°12'26"E 77.90'
- L2 - N41°09'17"W 48.13'
- L3 - N29°14'28"W 56.99'
- L4 - N23°44'14"E 45.72'
- L5 - N77°10'38"E 73.83'
- L6 - N83°56'19"E 88.00'
- L7 - S56°24'41"E 91.96'
- L8 - S36°47'04"E 52.42'
- L9 - S19°00'39"W 48.93'
- L10 - S55°40'50"W 60.29'
- L11 - S78°56'49"W 58.04'
- L12 - N83°33'47"W 54.32'
- L13 - N63°37'02"W 55.48'



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

DATE: March 9, 2020

F.N.: 20-07-104

C.S.M. NO. _____

DOC. NO. _____

CERTIFIED SURVEY MAP

LOTS 9 AND 10, VERONA TECHNOLOGY PARK,
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 26, T6N, R8E,
CITY OF VERONA, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Anorev, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this map to be surveyed, divided, and mapped as represented on this map.

Anorev, LLC, does also certify that this map is required by s.236.34, Wisconsin State Statutes, to be submitted to the City of Verona for approval.

IN WITNESS WHEREOF, the said Anorev, LLC, has caused these presents to be signed by said corporate officer(s), this _____ day of _____, 2020.

Anorev, LLC

By: John K. Livesey

STATE OF WISCONSIN)
COUNTY OF DANE)S.S.

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

Notary Public, Dane County, Wisconsin
My commission _____



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

DATE: March 9, 2020

F.N.: 20-07-104

C.S.M. NO. _____

DOC. NO. _____

VOL. _____ SHEET _____

CERTIFIED SURVEY MAP

LOTS 9 AND 10, VERONA TECHNOLOGY PARK,
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 26, T6N, R8E,
CITY OF VERONA, DANE COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

Oregon Community Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this certified survey, and does hereby consent to the above Owner's Certificate.

IN WITNESS WHEREOF, the said Oregon Community Bank has caused these presents to be signed by its corporate officer(s) listed below and its corporate seal to be hereunto affixed this _____ day of _____, 2020.

Oregon Community Bank

STATE OF WISCONSIN)
COUNTY OF DANE) S.S.

Personally came before me this _____ day of _____, 2020, the above named corporate officer(s), to me known to be the person(s) who executed the foregoing instrument, and to me known to be such officer(s) of said corporation, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of said corporation, by its authority.

Notary Public, Dane County, Wisconsin
My commission expires _____



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

DATE: March 9, 2020

F.N.: 20-07-104

C.S.M. NO. _____

DOC. NO. _____

VOL. _____ SHEET _____

CERTIFIED SURVEY MAP

LOTS 9 AND 10, VERONA TECHNOLOGY PARK,
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 26, T6N, R8E,
CITY OF VERONA, DANE COUNTY, WISCONSIN

CITY OF VERONA APPROVAL

Approved for recording by the City of Verona this _____ day of _____, 2020.

Approved on _____.

Ellen Clark, Clerk, City of Verona

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____,

2020 at _____, M. and recorded in Volume _____ of Certified Survey Maps on

Pages _____ as Document Number _____.

Kristi Chlebowski, Dane County Register of Deeds



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

DATE: March 9, 2020

F.N.: 20-07-104

C.S.M. NO. _____

DOC. NO. _____

VOL. _____ SHEET _____

**CITY OF VERONA
RESOLUTION NO. R-20-014**

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO
CREATE ONE (1) LOT AT 319 LINCOLN STREET**

WHEREAS, the owner of the lot is proposing to create a one (1) lot; and

WHEREAS, it is in the public interest to create the lot; and

WHEREAS, the applicant is proposing to modify the existing lots via a certified survey map; and

WHEREAS, the proposed lot will meet all applicable State requirements, zoning requirements, setback requirements, and lot area and width requirements; and

NOW, THEREFORE, BE IT RESOLVED, that a certified survey map be approved to at 319 Lincoln Street.

Passed, signed and dated this 13th day of April, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

Planning Report

City of Verona

Plan Commission 4-8-2020

319 Lincoln Street

Certified Survey Map

Summary: The applicant has submitted as certified survey map (CSM) for the City to acquire land located at 319 Lincoln Street. The land acquisition is needed for public utility purposes.

Property Location: 319 Lincoln Street

Property Owner: Douglas Schultz
317 Lincoln Street
Verona, WI 53593

Applicant: City of Verona
Public Works Director Theran Jacobson
410 Investment Court
Verona, WI 53593

Existing Zoning: Neighborhood Residential (NR)

Existing Land Use: Vacant/Floodplain

Proposed Land Use: Same

Figure 1 - Location Map



CSM Review:

The Applicant is requesting approval of a certified survey map (CSM) to create one (1) lot of 0.843-acres located at 319 Lincoln Street (Property), portions of which are located in the 100-year floodplain of the Badger Mill Creek. The remaining land will be an outlot owned by the City. This outlot is located in the floodplain and will be used as open space and for sanitary sewer lines.

The proposed CSM meets the City's Zoning Ordinance requirements and Staff has no concerns.

Recommendation:

Staff recommends the Plan Commission recommend that the Common Council approve the certified survey map located at 319 Lincoln Street.

Prepared by: Katherine Holt *KH*
Community Development Specialist

Submitted by: Adam Sayre, AICP *AS*
City Administrator



City of Verona

Public Works Department
410 Investment Court
Verona, WI 53593

Phone: (608) 845-6695 Fax: (608) 845-5761
Email: theran.jacobson@ci.verona.wi.us

March 18, 2020

City of Verona Planning Department
111 Lincoln Street
Verona, WI 53593

Subject: 2018-108, Eastside Sanitary Sewer Interceptor Replacement Project
Certified Survey Map Application
Land Acquisition

Dear Ms. Holt,

The City of Verona is has addressed your comments in regards to combining the residential lot and proposed outlot as included with the application dated February 6, 2020.

Please see the attached CSM dated March 9, 2020.

The CSM will create one lot with no planned changes to the grade, shape, landscaping, or natural environment.

I understand how busy everyone's schedules are. If you have any questions, please contact me at the Public Works Department at 845-6695.

Thank you in advance for your cooperation on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Theran P. Jacobson'.

Theran P. Jacobson, P.E.
Public Works Director

Enclosures:
CSM, 3 pages

CC:

file

Drafted / reviewed by:
TPJ/km

S:\PROJECTS\2018-108_E. SIDE INTERCEPTOR COLLECTION SYSTEM\DESIGN - PERMITTING - BIDDING\LAND ACQUISITION\SCHULTZ\PLANNING APPLICATION\2018-108, SCHULTZ CSM_APPLICATION_2020-03-18.DOCX

CERTIFIED SURVEY MAP NO. _____

BEING PART OF OUTLOT 1 AND ALL OF LOT 21, VALLEY VIEW (2ND ADDITION TO NEFF'S SUBDIVISION). LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 22, T.6N., R.8E. CITY OF VERONA, DANE COUNTY, WISCONSIN

NORTH QUARTER CORNER
SECTION 22, T6N, R8E
ALUMINUM MONUMENT
N=450922.68
E=781247.31

NORTHEAST CORNER
SECTION 22, T6N, R8E
ALUMINUM MONUMENT
N=450864.92
E=783857.24

S 88°43'59" E 2610.55' NORTH LINE OF THE NE 1/4
1361.83'

(RADIUS: 260.00'
CHORD BEARING: N30°50'00"E
CHORD LENGTH: 61.87')
ARC LENGTH: 61.92'
RADIUS: 260.00'
CHORD BEARING: N32°14'36"E
CHORD LENGTH: 61.78'

N 38°54'02"E 33.00'
(N37°40'E, 33.05')

VALLEY VIEW ST.
(N37°40'E)

N 50°56'18" W 140.17'
(S52°20'E, 140')

LINCOLN

S 00°00'00" E 549.75'

STREET

LOT 1
36.727 SQ. FT
0.843 ACRES

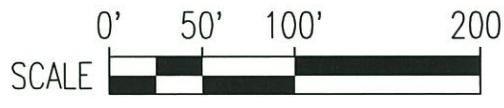
EXISTING UTILITY EASEMENT

STORM SEWER
SANITARY SEWER

BASIS OF BEARINGS:
BEARINGS REFERENCED TO THE NORTH LINE
OF THE NE QUARTER, SECTION 22, T6N, R8E,
RECORDED AS S 88°43'59" E

- LEGEND
- ⊙ EXISTING 1" O.D. IRON PIPE
 - ⊙ EXISTING 3/4" O.D. REBAR
 - ⊙ SET 3/4" O.D. X 24" REBAR (WEIGHING 1.50 LBS/FT)
 - (-- --) RECORDED AS

WISCONSIN
REBECCA A. DesROCHERS
S-3170
APPLETON, WI
03/09/2020



SURVEYED FOR:
CITY OF VERONA
111 LINCOLN STREET
VERONA, WI 53593

PROFESSIONAL
LAND SURVEYOR:
REBECCA A. DESROCHERS
AECOM
1350 DEMING WAY, SUITE 100
MIDDLETON, WI 53562

CERTIFIED SURVEY MAP NO. _____

PART OF OUTLOT 1 AND ALL OF LOT 21, VALLEY VIEW, (2ND ADDITION TO NEFF'S SUBDIVISION).
LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 22, TOWNSHIP 6
NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, REBECCA A. DESROCHERS, PROFESSIONAL LAND SURVEYOR FOR AECOM, do hereby certify that
by the direction of the CITY OF VERONA, I have made a survey of part of OUTLOT 1 AND ALL OF LOT
21, VALLEY VIEW, (2ND ADDITION TO NEFF'S SUBDIVISION). LOCATED IN PART OF THE NORTHEAST
1/4 OF THE NORTHEAST 1/4, SECTION 22, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA,
DANE COUNTY, WISCONSIN '

described as follows:

Commencing at the North Quarter corner of Section 22, T6N, R8E:

Thence N 88°43'59" E along the north line of the NE 1/4, 1361.83 feet:

Thence S00°00'00"E, 549.750 feet to an existing 3/4 inch rebar at the southwesterly corner of LOT
21 and a corner of OUTLOT 1 of said Valley View and the Point of Beginning;

Thence N 38° 54'02" E along the easterly right of way line of Lincoln Street, a distance of 33.00
feet;

Thence continuing along the easterly right of way line of Lincoln Street, 61.92 feet along the arc of
a 260.00 foot radius curve to the left, whose long chord bears N 32°14'36" E, 61.78 feet to a found
1 inch iron pipe in the Northwest corner of LOT 21 of said Valley View;

Thence along the North line of LOT 21 of said Valley View S 68°40'41" E, a distance of 154.94 feet
to the Northeast corner of said LOT 21;

Thence S 56°01'35" E, a distance of 16.03 feet;

Thence S 02°33'34" W, a distance of 83.95 feet;

Thence S 32°20'10" W, a distance of 45.74 feet;

Thence S 59°51'14" W, a distance of 32.18 feet;

Thence S 39°03'42" W, a distance of 60.00 feet;

Thence N 50°56'18" W, 200.00 feet to the easterly right of way line of Lincoln Street and an
existing 1 inch iron pipe;

Thence along the easterly right of way line of Lincoln Street N 38°54'02" E, 60.00 feet to the point
of beginning.

Said parcel contains 0.843 acres (36,727 square feet), more or less. Subject to any and all
easements and rights of way of record.

I further certify that this map is a correct representation of all exterior boundaries of the land
surveyed and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin
Statutes and the City of Verona Subdivision Regulations to the best of my belief in surveying and
mapping the same.



Rebecca A. DesRochers
Professional Land Surveyor 3170

Date: 03/09/2020

AECOM
1350 Deming Way, Suite 100
Middleton, WI 53562



CERTIFIED SURVEY MAP NO. _____

PART OF OUTLOT 1 AND ALL OF LOT 21, VALLEY VIEW, (2ND ADDITION TO NEFF'S SUBDIVISION).
LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 22, TOWNSHIP 6
NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN

PLAN COMMISSION APPROVAL :

Approved for recording per City of Verona Plan Commission action of
_____.

Luke Diaz, Chairman Plan Commission

CITY OF VERONA APPROVAL:

"Resolved that this Certified Survey Map, including any dedications shown thereon, which has
been duly filed for the approval of the City Council of the City of Verona, be and the same is
hereby approved and is hereby acknowledged and accepted by the City of Verona."

I hereby certify that the above is a true and correct copy of the resolution adopted by the City of
Verona on this _____ day of _____, 2020.

Ellen Clark, City Clerk

RECEIVED FOR RECORDING on this _____ day of _____, 2020
at _____ o'clock ____ M. and recorded in Volume _____ of Certified Survey Maps on
Pages _____.

Kristi Chlebowski, Dane County Register of Deeds





City of Verona

Public Works Department
410 Investment Court
Verona, WI 53593

Phone: (608) 845-6695 Fax: (608) 845-5761
Email: theran.jacobson@ci.verona.wi.us

March 17, 2020

Verona City Council Members
111 Lincoln Street
Verona, WI 53593

Subject: **Letter of Recommendation**
2020-107, 2020 RRFB Installation Project

Dear Council Members:

In accordance with the Official Notice to Bidders, the office of the Public Works Director accepted sealed bids for the above named project until 11:00 a.m. local time on March 13, 2020. Following the close of bidding, the bids received were publicly opened and read aloud. Staff has reviewed the bids received. A copy of the Bid Tabulation is attached.

Three bids were received and are listed below in order lowest to highest:

- Cummings and Turk, Inc. of Mount Horeb, WI in the amount of \$20,905.00.
- Red Arrow Electric of Fort Atkinson, WI in the amount of \$22,300.00
- QSP Utility of Waterford, WI in the amount of \$61,300.00.

The estimate with contingencies was \$26,950.00.

Cummings and Turk, Inc is currently a subcontractor for the VASD New High School Public Improvements project and their work has been satisfactory. Cummings and Turk also successfully completed an RRFB project on Old CTH PB in 2018 for the Wisconsin Department of Transportation. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Cummings and Turk has the personnel, equipment and financial assets necessary to complete the 2020-107, 2020 RRFB Installation Project.

I would therefore recommend that the City of Verona accept the bid of Cummings and Turk for the 2020-107, 2020 RRFB Installation Project and recommend awarding a contract to Cummings and Turk in the amount of \$20,905.00.

The intersections to receive an RRFB included in the project are as follows:

- North Main St and St. Andrews Church Driveway
- North Nine Mound Rd and Edward St
- South Nine Mound Rd and Military Ridge State Trail

- Whalen Rd and Military Ridge Dr.

I will be pleased to answer any questions concerning the recommendations set forth.

Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Theran P. Jacobson', with a stylized flourish extending to the right.

Theran P. Jacobson, P.E.
Public Works Director

Drafted / reviewed by:
EAS/tpj

S:\PROJECTS\2020-107_RRFB INSTALLATION\DESIGN - PERMITTING - BIDDING\BIDDING\LETTER OF RECOMMENDATION\2020-107, RRFB
INSTALLATION LETTER OF RECOMMENDATION_2020-03-17.DOCX

**KETTLE CREEK NORTH
DEVELOPMENT AGREEMENT –
PHASE 3**

This Kettle Creek North Development Agreement – Phase 3 (the “Phase 3 Agreement”) is made this ____ day of _____, 2020, by and between H&H Properties I, LLC, a Wisconsin limited liability company (the “Developer”), and the City of Verona, a Wisconsin municipal corporation (the “City”).

RECITALS

- A. On June 12, 2017, the City and the Developer executed the Kettle Creek North Development Agreement – Phase 1 (the “Phase 1 Agreement”), which Phase 1 Agreement was recorded with the Dane County Register of Deeds Office on July 10, 2017 as Document No. 5339899.
- B. On June 25, 2018, the City and the Developer executed the Kettle Creek North Development Agreement – Phase 2 (the “Phase 2 Agreement”), which Phase 2 Agreement was recorded with the Dane County Register of Deeds Office on July 30, 2018 as Document No. 5429407.
- C. The Developer now wishes to proceed with Phase 3 of the development, including the installation of public improvements to serve Phase 3.
- D. The Phase 1 Agreement, the Phase 2 Agreement, and this Phase 3 Agreement pertain to the development of land in the plat of Kettle Creek North, recorded with the Dane County Register of Deeds Office on the 13th day of April, 2017, in Volume 60-072B of Plats, pages 386 to 391, as Document No. 5318117, located in the City of Verona, Dane County, Wisconsin
- E. The parties acknowledge that they enter into this Phase 3 Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions and liabilities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties, on behalf of themselves, their heirs, successors and assigns, agree as follows:

- 1. Recital E of the Phase 1 Agreement is amended to include identification of Phase 3 of the Subdivision as follows: Phase 3 of the Subdivision, consisting of ten (10) lots, Lot 1 through 6 and Lots 16 through 19 (“Phase 3”).

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
City of Verona
Attn: City Clerk
111 Lincoln Street
Verona, WI 53593

P.I.N.
See Exhibit A

2. Except as modified by Sections 3 through 8 below, the Phase 1 Agreement shall apply to Phase 3 of the Subdivision to the same extent that it applies to Phase 1. For avoidance of doubt, in all instances where the Phase 1 Agreement required the Developer to take action or complete an Improvement within Phase 1, the action or Improvement is now required to be taken or completed in Phase 3.

3. Article I, Section A.3.a. of the Phase 1 Agreement is amended by this Phase 3 Agreement to read as follows:

It is contemplated that construction of the Improvements shall commence on or about April 20 _____, 2020 and shall be substantially completed on or about September 30 _____, 2020; however, the actual commencement date of construction and the projected completion date shall be determined by the contract between the Developer and its contractor(s), subject to approval by the City.

4. The parties agree and acknowledge that for Phase 3, no water service or sanitary sewer lateral is required for parklands. City acknowledges that no parkland is within or adjacent to Phase 3.

5. Article I, Section B.8. of the Phase 1 Agreement is amended by this Phase 3 Agreement to read as follows:

8. Storm Sewer and Storm Water Management Facilities.

a. The Developer shall furnish, construct and install storm sewers and storm water management facilities for Phase 3 in accordance with the design plans prepared by D’Onofrio Kottke and Associates, Inc. and as approved by the City Engineer. All storm sewer construction shall be done in accordance with construction standards of the City and shall be completed prior to the application of the binder course of asphalt street pavement. The Developer shall provide all storm water runoff calculations requested by the City Engineer to determine the adequacy of the facilities.

b. The Developer agrees and acknowledges that the Plat, as approved, does not contain sufficient storm water management facilities to handle storm water from the entire Subdivision. The Developer may proceed with Phase 3 of the Subdivision, so long as the storm water from Phase 3 remains within the Subdivision or is discharged to the City storm water system to the south of the Subdivision.

The Developer shall not proceed with a phase of the Subdivision within the watershed draining toward the north neighborhood unless and until the Developer either (i) provides temporary storm water facilities within the plat for said phase (ii) seeks approval by the City of an amended Plat,

which amended Plat shall contain sufficient storm water management facilities to serve that portion of the Subdivision which drains to the north, or (iii) pays to the City (or a third party) an amount to be determined by the City and at a time determined by the City, for off-site storm water management, with all decisions being in the City's sole discretion. The purpose of the payment in the preceding sentence shall be to help cover costs associated with the construction of storm water facilities on adjacent property (or properties), including costs related to land being set aside for the storm water facilities, which facilities serve the storm water from the Subdivision.

Further, the Developer agrees and acknowledges that the City, in its sole discretion, may establish a storm water management district that would include land within the Subdivision. The purpose of the storm water management district would be to collect annual charges from the land within the Subdivision to pay costs associated with maintaining and managing storm water facilities on adjacent property (or properties), which facilities serve the storm water from the land within the Subdivision.

6. Article I, Section B.14. of the Phase 1 Agreement shall not apply to the Phase 3.
7. The estimated fees for Phase 3, as described in Article II of Phase 1 Agreement, are as follows:
 - a. The City estimates the MMSD fees to be \$0. MMSD fees were paid as part of Phase 2 in 2018 under MMSD file No. 2018-067.
 - b. The City estimates the Water Impact Fee to be \$3,971.86, and the Sanitary Sewer Connection Fee to be \$6,796.19.
 - c. The estimated park fees total is \$12,030.
8. The amount of the letter of credit in Article IV, Section A.1. is \$262,237.50.
9. Except as modified herein, the Phase 1 Agreement and the Phase 2 Agreement shall be and remain in full force and effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

CITY OF VERONA

By _____
Luke Diaz, Mayor

By _____
Ellen Clark, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above named Luke Diaz and Ellen Clark, to me known to be the Mayor and City Clerk of the City of Verona, and the persons who executed the foregoing instrument and acknowledged the same.

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

H&H PROPERTIES I, LLC

By _____
Name: Tony Heinrichs
Title: Member

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above named Tony Heinrichs, to me known to be a member in H&H Properties I, LLC, and the person who executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, State of Wisconsin
My Commission: _____

Attachments: Exhibit A – Phase 3 Parcel Identification Numbers

This instrument drafted by:
Bryan Kleinmaier
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

EXHIBIT A

PHASE 3 PARCEL IDENTIFICATION NUMBERS

286/0608-094-0056-2

286/0608-094-0045-2

286/0608-094-0034-2

286/0608-094-0023-2

286/0608-094-0012-2

286/0608-094-0001-2

286/0608-094-0199-2

286/0608-094-0188-2

286/0608-094-0177-2

286/0608-094-0166-2

**CONTRACT AGREEMENT
BETWEEN
JT ENGINEERING, INC.
AND
THE CITY OF VERONA**

This Contract Agreement is made and entered into this 2nd day of March 2020 by and between THE CITY OF VERONA, hereinafter referred to as the CITY, and JT Engineering, Inc. 6325 Odana Road, Suite 2, Madison, Wisconsin 53719, hereinafter referred to as the CONSULTANT.

The CONSULTANT acknowledges by endorsement of this Contract Agreement that:

- (a) CONSULTANT has the expertise and has a thorough knowledge of the professional services required to complete the proposed work and is qualified to render such professional services
- (b) CONSULTANT shall comply with all applicable laws, regulations, and orders in the performance of the work
- (c) the work shall be performed in a manner consistent with that level of care, quality and skill ordinarily exercised by others performing similar work under similar circumstances.

The parties agree as follows:

CONSULTANT shall furnish Construction Inspection Services to the CITY for the Project as described below.

CONSULTANT shall furnish the Basic Services as outlined in the attached scope of services if contract is executed by April 20, 2020 and shall be completed by December 1, 2020.

For all Basic Services, the CITY agrees to compensate CONSULTANT as follows:

Specific hourly rates, including equipment needed to complete the work and mileage, to be used for hours in which the CONSULTANT's employees are directly engaged in performing the work or services required by this contract:

Employee Classification	Hourly Rate
Project Engineer	\$91.00 ⁽¹⁾
Project Manager	\$110.00

- (1) Rate includes dedicated GPS unit for use on project.

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$96,810.00 based on the estimated working schedule attached.

Section I – BASIC SERVICES

1.1 Basic Services

The Basic Services to be performed under this Contract include construction inspection services as identified in the attached scope of services commentary.

Section II – RESPONSIBILITIES

2.1 CITY's Responsibilities

- 2.1.1** Assist and cooperate with the CONSULTANT in completing the work in a timely and effective manner.
- 2.1.2** Make available to the CONSULTANT drawings, specifications and data which the CONSULTANT considers pertinent to the CONSULTANT's responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
- 2.1.3** Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope, timing, or performance of services of the CONSULTANT.

Section III – TIME SCHEDULE

3.1 Authorization

Unless otherwise directed by the CITY, the CONSULTANT shall commence the performance of the Basic Services upon execution of this Contract by both parties which shall constitute Authorization to Proceed.

3.2 Expeditious Performance

The CONSULTANT recognizes that the services under this Contract are to be performed as expeditiously as practical after Authorization to Proceed. Every reasonable effort will be made to substantially complete the Basic Services within the period described above.

Section IV – INVOICES AND PAYMENT

4.1 Invoices

Invoices shall be submitted once a month or upon completion of services, whichever occurs earlier, for services provided under Section 1.

4.2 Payment

4.2.1 The CITY shall pay the CONSULTANT based on the monthly invoices, with total payment not to exceed the total contract amount.

4.2.2 It is expressly understood and agreed by both parties that the CONSULTANT will be paid by the CITY within 30 days after receipt of the invoice provided by the CONSULTANT. The CITY agrees to process the CONSULTANTS invoices promptly.

Section V – CHANGES

5.1 Written Authorization

THE CITY or CONSULTANT may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Subcontract.

5.2 Equitable Adjustment

If such changes cause an increase or decrease in the CONSULTANTS cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made, and this Contract shall be modified in writing accordingly.

Section VI – DISPUTES

6.1 Resolution Procedure

Except as this Contract otherwise provides, in all claims, counter-claims, disputes, and other matters in question (**Dispute**) between the CITY and CONSULTANT arising out of or relating to this Contract or the breach of it, the CITY and CONSULTANT will negotiate a resolution of the Dispute at a reasonable time and location set by the CITY and CONSULTANT. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Mediation shall be conducted in Dane County, WI, unless the CITY and CONSULTANT agree to another location. CONSULTANT and the CITY agree that those disputes not settled by mediation will be decided by binding arbitration, unless the CITY or CONSULTANT elect to have said Dispute resolved in a court of competent jurisdiction.

6.1.1 Negotiation Following written notice of a Dispute, two (2) face-to-face meetings (or less if the Dispute is resolved) shall be held.

6.1.2 Mediation If negotiation is unsuccessful, a mutually acceptable third party (**Facilitator**) having expertise in the subject of the dispute shall be engaged to mediate the Dispute. Should the CITY and CONSULTANT be unable to reach agreement on a Facilitator, either party may request a Circuit Judge Dane Co., WI to appoint said Facilitator. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, one (1) face-to-face meeting shall be held within the sixty (60) day period beginning on the date of the Facilitator's engagement.

Following the meeting, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended or otherwise unsuccessful in the resolution of said Dispute, the Dispute shall be resolved by binding arbitration upon the request of either party or in the alternative, by judicial adjudication.

6.1.3 Arbitration If the dispute is arbitrated, (a) the arbitration shall be decided in accordance with the current construction Industry Arbitration Rules of the American Arbitration Association; (b) the demand for arbitration may not be made more than one (1) year after the date on which the claim in dispute arose; and (c) the arbitration proceeding may not include, by consolidation or otherwise, any third person. Any decision rendered by the arbitrator(s) shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

Section VII – SUSPENSION OF WORK

7.1 Convenience of the CITY

The CITY may order CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANTS services for such period of time as the CITY may determine to be appropriate for the convenience of the CITY.

7.2 Adjustment in Schedule

If the performance of all or any part of the CONSULTANTS services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CITY, an appropriate extension of time shall be made for any such delay in the performance of this Contract necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

Section VIII – TERMINATION OF CONTRACT

8.1 Written Notice

It is expressly understood and agreed that the CITY may terminate this Contract at any time by giving the CONSULTANT 10 days written notice in writing either personally at one of the offices of the CONSULTANT or sent by registered mail, return receipt requested, to the principal office of the CONSULTANT. The CONSULTANT may terminate this Contract upon 30 days written notice in the event of nonpayment by the CITY of CONSULTANTS' invoices rendered for a period of 60 days or in the event the CITY otherwise substantially fails to fulfill its obligations under this Contract.

8.2 Adjustment for Services Performed

In the event that this Contract is terminated by either the CITY or the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the date of termination including reimbursable expenses then due.

Section IX – INSURANCE

9.1 Coverage

Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Contract at its own expense the insurance with insurance companies licensed in the State where the project is located.

9.2 Minimum Coverage

The minimum required coverage is the following:

9.2.1 Worker's Compensation and Employer's Liability Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State of Wisconsin.

9.2.2 General Liability Commercial general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability on an occurrence basis as set forth below:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000

9.2.3 Professional Liability Liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

Section X – GENERAL PROVISIONS

10.1 Independent

CONSULTANT represents that it is an independent contractor and is not an employee of the CITY.

10.2 Indemnification

CITY hereby agrees to indemnify, pay for defense, and hold CONSULTANT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of the CITY, its employees, agents and third parties who perform any of the services of CITY hereunder, and anyone else for whose acts the CITY is responsible under this contract.

CONSULTANT hereby agrees to indemnify, pay for defense, and hold the CITY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of CONSULTANT, its employees, agents and third parties who perform any of the services of CONSULTANT hereunder, and anyone else for whose acts CONSULTANT is responsible under this contract.

10.3 Interpretation

Interpretation and enforcement of this Contract shall be in accordance with the laws of the State of Wisconsin.

10.4 Notices

Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Contract. An address may only be changed by written notice.

10.5 Applicable Law

If applicable to this Contract, CONSULTANT will comply with the requirements of:

10.5.1 The Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended.

10.5.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

10.5.3 All other federal, state and local laws and regulations or orders issued under such laws.

10.6 Entire Agreement

This Contract, including any schedules, attachments and referenced documents, is the entire agreement between the CITY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Contract shall be in writing and signed by the CITY and CONSULTANT.

10.7 Execution Authority

This Contract is a valid and authorized undertaking of the CITY and CONSULTANT. The representatives of the CITY and CONSULTANT who have signed below have been authorized to do so. IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year shown on the cover page.

JT Engineering, Inc.
6325 Odana Road, Suite 2
Madison, WI 53719

City of Verona
111 Lincoln Street
Verona, WI 53593

By: 

Doug Sina, PE
Executive Vice President

By: _____
Luke Diaz, Mayor

Date: 3/10/2020

Date _____

By: _____

By: _____
Ellen Clark, City Clerk

Date: _____

Date _____

SCOPE OF SERVICES COMMENTARY

PROJECT: The Woods at Cathedral Point CITY OF VERONA, DANE COUNTY

GENERAL – This is a subdivision development project that will include earthwork, aggregate base course, installation of sanitary sewer, water main, and storm sewer utilities, ancillary concrete, and HMA paving. The expected scope of the construction work is assumed to generally follow the plans prepared by D’Onofrio Kottke and Associates, Inc.

For the estimate of construction engineering costs, the scope is as follows:

- A. Inspection – Construction oversight and inspection to verify that the construction complies with the plans and specifications. Inspection staff will provide a daily report to the City documenting details about the work that was completed. Inspector’s daily reports will be filed on Microsoft Teams and shared with the City. Full-time inspection based on a 5-day work week (Monday – Friday) is anticipated as attached in the Estimated Construction Inspection Schedule.
- B. Survey – Verification survey for use in as-built drawings and for the City’s Geographic Information System. No project staking by JT staff is included, as this is the responsibility of others. JT will supply a dedicated GPS unit for data collection of underground utilities and as directed by the City.
- C. Project Records – The following project records will be completed and submitted to the City of Verona at the conclusion of the project:
 - 1. As-built plan set depicting the actual construction of the project and any significant plan changes
 - 2. Review of shop drawings
 - 3. Materials records and documentation submittals from the contractor
 - 4. Project diaries including project photos

INTERGOVERNMENTAL AGREEMENT TO FUND A POSITION RESPONSIBLE FOR STORM WATER INFORMATION, EDUCATION AND OUTREACH COORDINATION FOR THE MADISON AREA MUNICIPAL STORM WATER PARTNERSHIP (MAMSWaP)

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as this “Agreement,” made and entered into by, between and among the Cities of Fitchburg, Madison, Middleton, Monona, Stoughton, Sun Prairie and Verona; the Villages of Cottage Grove, Cross Plains, DeForest, Maple Bluff, McFarland, Shorewood Hills, Waunakee and Windsor; the Towns of Blooming Grove, Burke, Madison, Middleton and Westport; Dane County; and the University of Wisconsin–Madison, hereinafter referred to individually as “Party” and collectively as the “Parties,” which will include other municipalities that may join after this Agreement has been signed by the Parties listed.

WITNESSETH:

WHEREAS, many of the Parties entered into a Cooperative Agreement to jointly apply for a storm water discharge permit, hereinafter referred to as the “Permit”, under Chapter NR 216 of the Wisconsin Administrative Code in April, 2000; and

WHEREAS, this group intends to work cooperatively on storm water information, education and outreach, notwithstanding the fact that there may not be a continuing group Permit; and

WHEREAS, one of the required work elements of each Party’s NR 216 permit is the operation of an information, education and outreach program; and

WHEREAS, many of the Parties previously signed an agreement to jointly develop, coordinate and implement an information, education and outreach program from May 2004 through April 2009 and May 2009 through December 2013 and January 2014 through December 2018 (extended to December 2019); and

WHEREAS, the materials and products that result from this joint effort are expressly developed for the Parties to partially fulfill their information and education permit obligations; and

WHEREAS, the Parties agree, pursuant to sec. 66.0301, and Ch. 36, Wis. Stats. to obtain the services of a sixty percent employee of Dane County to provide information, education and outreach services to partially meet the requirements and components of each Party’s NR 216 Stormwater Discharge Permit as detailed in the Madison Area Municipal Storm Water Partnership 2020-2024 Storm Water Information, Education and Outreach Plan.

NOW, THEREFORE, in consideration of the above premises and the covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each Party for itself, the Parties agree to the following:

1. Dane County shall maintain a 60% position (1,248 hours annually or as many hours as funding allows), hereinafter referred to as the “Position,” in its Land & Water Resources Department’s (LWRD) and limited term employees to provide information, education and outreach services in furtherance of the storm water

management programs conducted under each Party's permit. If any party fails to make their respective contribution by the due date as required by Exhibit A, the Party may be suspended from receiving services under this agreement and may be subjected to a breach of contract claim by Dane County or any other Party.

The Position shall be funded by the Parties as set forth in Exhibit A. Fees are based on 2010 Census population data. When a municipality wishes to join the information, education and outreach plan effort, it shall pay the amount set forth in Exhibit A based on its population from 2010 Census data. If a municipality joins mid-year, its amount will not be prorated. Additional municipalities' contributions shall not lessen the amount of the Parties' contributions set forth in Exhibit A, but shall be utilized for salary, benefits, and programmatic expenses directly related to the MAMSWaP. The municipality wishing to join the effort shall sign onto this Agreement and be afforded the benefits of the information, education and outreach program that are made available to all Parties.

Dane County shall provide annual documentation of direct and indirect expenses incurred with staffing the I&E position. Costs would include direct salary and benefits of staff and supervisors as well as indirect costs such as work space and support. This report for prior year shall be presented to agreement signatories on or before March 31 annually.

Should the Position become vacant, Dane County shall take all reasonable measures to assure that it is filled or its duties reassigned. During the time the Position is vacant, the LWRD Water Resource Engineering Division Manager shall assign other equivalent staff to complete the duties of the Position and shall notify all Parties in writing.

2. The Parties shall continue to operate and maintain the Information and Education Committee, hereinafter referred to as I&E Committee, previously created under the Madison Area Municipal Storm Water Partnership. The I&E Committee shall provide guidance and oversight to the Position, which is directly supervised by the LWRD Water Resource Engineering Division Manager. The five-year outreach plan developed by the I&E Committee will direct the Position's activities.

The materials and products that result from this joint effort are expressly developed for the Parties to partially fulfill their Information and Education permit obligations.

The I&E Committee shall meet a minimum of four (4) times per year. The I&E Committee shall consist of representatives of the Parties to this Agreement. The Position shall staff the I&E Committee. There is no maximum number of members for the I&E Committee. Any representative of a Party to this Agreement may be a member of the I&E Committee. At a minimum, the I&E Committee shall be comprised of one representative from Dane County, one representative from UW-Madison, one representative from City of Madison, one representative from remaining Party cities, one representative from villages, and one representative from towns (for a total of six (6)). The I&E Committee shall continue to solicit the advice and consultation of the Wisconsin Department of Natural Resources and the University of Wisconsin Cooperative Extension.

3. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all Parties.
4. Upon execution by all Parties, this Agreement shall become effective, superseding the previous agreement that was in place through December 2018, and shall end December 31, 2024 unless the Parties agree to a longer period. This Agreement may be amended and extended at any time upon the mutual agreement of all of the Parties.
5. Dane County shall invoice each of the Parties the amount set forth in Exhibit A commencing January 1, 2020 and every January 1 for years 2021, 2022, 2023 and 2024. Invoices are payable in 30 days.

6. **TERMINATION OF AGREEMENT**

In the event that any Party determines that it is in its best interest to terminate participation in this cooperative agreement with Dane County and all other Parties to this Agreement for storm water information, education and outreach, the Party may do so at any time by taking the following action:

- A) The Party shall send written correspondence to the Dane County LWRD Water Resource Engineering Division Manager and the Wisconsin Department of Natural Resources indicating its desire to terminate participation in this Agreement.

This correspondence shall include an official resolution or documented action indicating that the requested termination has been authorized by a governmental body possessing the legal authority required to terminate this Agreement, and that the signatories to this correspondence are duly authorized to sign a correspondence terminating their participation in this Agreement.

- B) Upon receipt of this correspondence, the Dane County LWRD Water Resource Engineering Division Manager shall deem the requesting party removed from the information and education joint agreement at the end of the year in which the request is made.

7. In the event that a Party withdraws and terminates its participation in this Agreement, the withdrawing Party shall be responsible for its financial contribution with regard to this Agreement until December 31 of the year the Party withdraws. No partial refund based on the date of withdrawal by the Party shall be given.

When a withdrawing Party is no longer financially responsible under this paragraph, the cost shall be re-apportioned among the remaining Parties based upon each Party's respective proportional contribution as set forth in Exhibit A if the termination results in the funding contribution total to be less than \$25,000 for programmatic

expenses plus the amount needed to fund the Position's salary and benefits for the year following the time of termination.

8. NON DISCRIMINATION

In performance of services under this Agreement, the parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

9. PERFORMANCE

Each Party to this Agreement hereby certifies that it possesses the legal authority required to enter into this Agreement, and that the signatories to this Agreement are duly authorized to sign and that its designated representatives are authorized to act in matters pertaining to this Agreement and to provide required reports and file data as may be required.

10. THIRD PARTY RIGHTS

This agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, or repeal existing rights, benefits or privileges of any third party or parties. Nothing contained herein is intended as a waiver by any party of the defenses and immunities contained within the Wisconsin Statutes, including Sec. 893.80.

11. EXECUTION IN COUNTERPART

Each Party to this Agreement acknowledges that this Agreement may be executed in counterparts by duly authorized signatories and that the final contract and the cumulative counterpart signature pages shall be considered an original document with the full force and effect as if one copy of the contract was circulated to all parties for signature.

IN WITNESS WHEREOF, the Cities of Fitchburg, Madison, Middleton, Monona, Stoughton, Sun Prairie and Verona; the Villages of Cottage Grove, Cross Plains, DeForest, Maple Bluff, McFarland, Shorewood Hills, Waunakee and Windsor; the Towns of Blooming Grove, Burke, Madison, Middleton, and Westport; Dane County; and the University of Wisconsin–Madison, hereto have caused this Agreement to be executed by their proper officers.

EXHIBIT A
FINANCIAL CONTRIBUTIONS TOWARD POSITIONS RESPONSIBLE FOR
STORM WATER INFORMATION, EDUCATION AND OUTREACH

The contributions per Party listed below for 2020 assume a 60% (1,248 hours annually) annual salary and benefits package of approximately \$50,000 based on the 2019 rate of pay for the Position, a 50% LTE (1,040 hours annually) annual salary of approximately \$25,000 and a base annual programmatic budget of \$25,000 for information, education and outreach materials and supplies. Any funds received that are not used for salary and benefits package will be carried forward and available for programmatic expenses in the following year.

The Salary and Benefits paid for the positions in the 2nd and subsequent years shall be based upon a 5% annual increase as shown in the following example (rounded to next highest dollar): year one (1) contribution \$1000, year two (2) \$1000 + \$1000*(0.05) = \$1050.00, year three (3) = \$1050 + \$1050*(0.05) = \$1103.

The programmatic budget for implementing the information and education plan is \$25,000 annually. The programmatic budget shall be increased at 5% per year using the same process described above for the Salary and Benefits portion of this EXHIBIT A.

Billing invoice amounts reflecting salary and benefits and programmatic funds shall be reviewed by the I&E Committee. If the accumulated programmatic balance exceeds \$25,000 in any given year, the I&E Committee has discretion to credit member municipalities with written notice sent to all Parties in the Agreement.

Additional increases to the Position salary (in the case of a reclassification of Position incumbent) or programmatic budgets are allowed provided the budget amendment is approved by the I&E Committee and written notice sent to all Parties in this Agreement.

Any proposed changes shall be sent by July 1 of the year preceding the proposed change so that municipalities have adequate time to budget for the additional costs. Additional costs shall be apportioned among the Parties based upon their respective proportional contribution as set forth herein.

The Position shall pursue grant opportunities wherever possible to supplement the programmatic budget and shall be responsible for submittal of those grant requests on behalf of the Parties to this Agreement.

MUNICIPALITY	2010 Population	January-December 2020 Fee	Category
Dane County*, **	N/A	NA	
UW-Madison*	N/A	\$4,184	5
City of Madison	233,209	\$16,742	1
City of Sun Prairie	29,364	\$9,366	2
City of Fitchburg	25,260	\$9,366	2
City of Middleton	17,442	\$6,278	3
City of Stoughton	12,611	\$5,212	4
Village of Waunakee	12,097	\$5,212	4
City of Verona	10,619	\$5,212	4

Village of DeForest	8,936	\$4,184	5
City of Monona	7,533	\$4,184	5
Village of McFarland	7,808	\$4,184	5
Village of Windsor	6,345	\$4,184	5
Town of Madison	6,279	\$4,184	5
Village of Cottage Grove	6,192	\$4,185	5
Town of Middleton	5,877	\$4,185	5
Village of Westport	3,950	\$2,093	6
Village of Cross Plains	3,538	\$2,093	6
Town of Burke	3,284	\$2,093	6
Town of Blooming Grove	1,815	\$2,093	6
Village of Shorewood Hills	1,565	\$2,093	6
Village of Maple Bluff	1,313	\$2,093	6
TOTAL		\$103,421	

* Contribution not based on population.

** The Parties agree that Dane County does not invoice itself, but rather contributes in-kind with office space; phone, computer, printer and other equipment; internet access; Information Management and other staff support; access to vehicles; supervision; and other overhead.

MUNICIPALITY	2020 Contribution	2021 Contribution	2022 Contribution	2023 Contribution	2024 Contribution	Cate- gory	2010 popul- ation
Dane County	NA	NA	NA	NA	NA	5	N/A
UW-Madison	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	N/A
City of Madison	\$16,742	\$17,579	\$18,458	\$19,381	\$20,350	1	233,209
City of Sun Prairie	\$9,366	\$9,834	\$10,326	\$10,842	\$11,384	2	29,364
City of Fitchburg	\$9,366	\$9,834	\$10,326	\$10,842	\$11,384	2	25,260
City of Middleton	\$6,278	\$6,592	\$6,921	\$7,268	\$7,631	3	17,442
City of Stoughton	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	12,611
Village of Waunakee	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	12,097
City of Verona	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	10,619
Village of DeForest	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	8,936
City of Monona	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	7,533
Village of McFarland	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	7,808
Village of Windsor	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	6,345
Town of Madison	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	6,279
Village of Cottage Grove	\$4,185	\$4,395	\$4,614	\$4,845	\$5,087	5	6,192
Town of Middleton	\$4,185	\$4,395	\$4,614	\$4,845	\$5,087	5	5,877
Town of Westport	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,950
Village of Cross Plains	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,538
Town of Burke	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,284
Town of Blooming Grove	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,815
Village of Shorewood Hills	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,565
Village of Maple Bluff	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,313
Total:	\$103,421	\$108,592	\$114,021	\$119,723	\$125,709		

Category	2010 Census Population
1	>50,000
2	20,000-49,999
3	15,000-19,999
4	10,000-14,999
5	5,000-9,999
6	<5,000

FOR THE CITY OF FITCHBURG

Aaron Richardson, Mayor

Date

Patti Anderson, City Clerk

Date

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

Dane County

(Type or Print Name of Contracting Entity)

By:

Joseph T. Parisi, County Executive

Date:

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By:

Satya Rhodes-Conway, Mayor

Date:

Approved:

David P. Schmiedicke, Finance Director

Date:

Eric T. Veum, Risk Manager

Date:

By:

Maribeth Witzel-Behl, City Clerk

Date:

Approved as to Form:

Michael P. May, City Attorney

Date:

FOR THE CITY OF MIDDLETON

Gurdip Brar, Mayor

Date

Lorie J Burns, City Clerk

Date

William M Burns, Finance Director

Date

Lawrence E Bechler, City Attorney

Date

FOR THE CITY OF MONONA

Mary K. O'Connor, Mayor

Date

Joan Andrusz, City Clerk

Date

FOR THE CITY OF STOUGHTON

Tim Swadley, Mayor

Date

Holly Licht, City Clerk

Date

FOR THE CITY OF SUN PRAIRIE

Aaron Oppenheimer, City Administrator

Date

FOR THE CITY OF VERONA

Luke Diaz, Mayor

Date

Ellen Clark, City Clerk

Date

FOR THE VILLAGE OF COTTAGE GROVE

John Williams, Village President

Date

Lisa Kalata, Village Clerk

Date

FOR THE VILLAGE OF CROSS PLAINS

Bill Chang, Village Administrator/Clerk

Date

Jay Lengfeld, Village President

Date

FOR THE VILLAGE OF DEFOREST

Judd Blau, Village President

Date

LuAnn Leggett, Deputy Administrator/Clerk

Date

FOR THE VILLAGE OF MAPLE BLUFF

Timothy R. O'Brien, Village President

Date

Sarah R. Danz, Village Clerk

Date

FOR THE VILLAGE OF MCFARLAND

Brad Czebotar, Village President

Date

Cassandra Suettinger, Village Clerk/Treasurer

Date

FOR THE VILLAGE OF SHOREWOOD HILLS

David J. Benforado, Village President

Date

Karla Endres, Village Clerk

Date

FOR THE VILLAGE OF WAUNAKEE

Chris Zellner, Village President

Date

Caitlin Steine, Village Clerk

Date

FOR THE VILLAGE OF WINDSOR

Robert Wippenfurth, Village President

Date

Tina Butteris, Village Administrator

Date

FOR THE TOWN OF BLOOMING GROVE

Ronald Bristol, Town Chair

Date

Michael Wolf, Town Administrator

Date

FOR THE TOWN OF BURKE

Kevin Viney, Town Chair

Date

Brenda Ayers, Town Clerk

Date

FOR THE TOWN OF MADISON

James Campbell, Town Chair

Date

Renee Schwass, Town Business Manager/Clerk/Treasurer

Date

FOR THE TOWN OF MIDDLETON

Cynthia Richson, Town Chair

Date

Barbara Roesslein, Town Clerk

Date

FOR THE TOWN OF WESTPORT

Tom Wilson, Town Attorney/Administrator/Clerk-Treasurer

Date

FOR THE UNIVERSITY OF WISCONSIN - MADISON

Laurent Heller, Vice Chancellor for Finance and Administration

Date

FOR THE COUNTY OF DANE

Joseph T. Parisi, County Executive

Date

Amendment No. 1

This Amendment No. 1, with an effective date of _____, 2020 is issued under the Design Engineering Services Agreement (“Agreement”) dated April 23, 2018 by and between City of Verona, a Wisconsin Municipality (“Client”) and AECOM Technical Services, Inc. (“AECOM”); each also referred to individually as a “Party” and collectively as “Parties”. This Amendment modifies the Agreement as follows:

1. **Changes to the Services:**

See Exhibit A – Amended Scope of Work Description

2. **Change to Deliverables:**

None

3. **Change in Project Schedule** (attach schedule if appropriate):

None

4. **Change in AECOM’s Compensation:**

The Services set forth in this Amendment will be compensated on the following basis:

[X] Time and Materials with a Not- to-Exceed amount of **(\$35,950)**. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Therefore, the total authorized Compensation, inclusive of this Amendment is **\$166,100**

5. **Project Impact:**

None

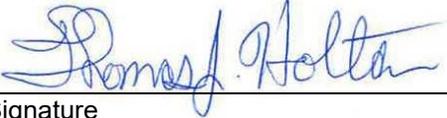
6. **Other Changes** (including terms and conditions):

None

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: City of Verona



Signature

Signature

Thomas J. Holtan

Printed Name

Luke Diaz

Printed Name

Wisconsin Water Business Leader

Printed Title

Mayor

Printed Title

April 8, 2020

Date

Date

Address
AECOM
1350 Deming Way, Suite 100
Middleton, WI 53562

Address
City of Verona
111 Lincoln Street
Verona, WI 53593

Signature

Ellen Clark

Printed Name

City Clerk

Printed Title

[End of the Amendment]

Exhibit A

The City and AECOM agreed upon a scope, schedule, and fee for Construction Related Services (CRS) during the construction of Well 6 Pump Station. During the course of the project, additional work was needed outside of the original scope and fee. The construction administration time period was delayed by one year, and time from Notice to Proceed to Substantial Completion is anticipated to be extended by 180 days, a 45% increase in construction administration duration. The following is a description of scope and budget changes that occurred during the project:

A. Construction Staking

Change in Task Budget = **-\$6,700**

1. All construction staking is complete. No additional staking is anticipated.

B. Construction Administration

Change in Task Budget = **+\$56,750**

1. Whalen Road Sanitary Sewer Upsizing - Plans were revised for sanitary sewer along Whalen Road to be upsized from 8" to 12". DNR Sanitary Sewer Approval was requested and obtained. After DNR approval, plans were reissued to the Contractor and Change Order #1 was negotiated, approved, and issued. => +\$2,900
2. Access Road Changes - Plans were updated for Access Road (in future Liberty Drive R/W) to slope drive from west to east and have ditch on east side. Plans were reissued to the Contractor. => +\$2,400
3. Chemical Containment Changes - Plans and specifications were modified to incorporate requested changes to the chemical containment for the Chemical Rooms (addition of concrete curb containment and chemical tanks were changed), Work Change Directive #1 was issued and Change Order will be processed once pricing changes are received from Contractor. => +\$2,100
4. General Project Administration – Due to the increased amount of construction schedule from the original 400 days to an anticipated 580 days for Substantial Completion (180 days total), AECOM has needed to provide a corresponding amount of general project administration activities (e.g. reviews and recommendations of payment requests, requests for information, etc.). => +\$5,250
5. Construction Progress Meeting Management – AECOM has been preparing and circulating agendas, running construction progress meetings, and preparing and circulating minutes since the October 2, 2019 progress meeting requiring additional staff time than included in the original scope. The number of meetings has also increased from 14 to an expected 26. => +\$10,700
6. Substitution Requests and Shop Drawing Reviews – Numerous substitution requests have been provided by the Contractor and subcontractors and numerous shop drawings have been incomplete requiring additional staff time to review and track. =>+\$35,500

C. Well Head Protection Plan

Change in Task Budget = **+\$2,400**

1. Preparation of the well head protection plan is projected to be more than budgeted by \$2,400.

D. Construction Observation

Change in Task Budget = **-\$16,500**

1. Construction observation time is projected to be less than budgeted by \$16,500.

Budget Summary for Contract Amendment #1

	<u>Original Budget</u>	<u>Projected</u>	<u>Change</u>
A. Construction Staking	\$21,800	\$15,100	- \$ 6,700
B. Construction Administration	\$69,250	\$126,000	+\$56,750
C. Well Head Protection Plan	\$12,850	\$15,250	+\$ 2,400
D. Construction Observation	\$26,250	\$9,750	- \$16,500
Total Contract	\$130,150	\$166,100	\$ 35,950

LANDSCAPING AGREEMENT

THIS LANDSCAPING AGREEMENT (the “Agreement”) is made and entered into this ___ day of March, 2020, by and between 841 North Main Street, LLC, it’s successor and/or assigns, a Wisconsin limited liability company (the “Owner”) and the City of Verona, a Wisconsin municipal corporation in Dane County, Wisconsin (the “City”).

RECITALS

- A. The Owner owns Lot 1 of Dane County Certified Survey Map No. 15178, recorded on the 9th day of July, 2019, in Volume 107 of Dane County Certified Survey Maps, pages 321 to 325, as Document No. 55020685, in the City of Verona, Dane County, Wisconsin (the “Property”).
- B. The City owns Outlot 4 of the Badger Prairie Neighborhood – 1st Addition Plat (the “City Outlot”), which City Outlot is immediately adjacent to the Property.
- C. The Owner obtained a conditional use permit from the City to allow the Property to be used for age restricted housing for persons age 55 and older, subject to certain conditions.
- D. One of the conditions of approval requires the City and the Owner to execute this Agreement to require the Owner to install plantings and a privacy fence on Outlot 4.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

City of Verona
Attn: City Clerk
111 Lincoln Street
Verona, WI 53593

P.L.N.

286/0608-151-8675-2

AGREEMENT

NOW, THEREFORE, for the mutual considerations set forth herein, the City and the Owner agree as follows:

- 1. Landscaping. Pursuant to plans approved by the City, the Owner shall install, at Owner’s sole cost, planters, shrubs, trees, and other landscaping including privacy fencing (collectively, the “Landscaping”) on the Property and within the City’s Outlot as shown on Exhibit A attached hereto and incorporated herein. The Owner shall install the Landscaping no later than September 30, 2020. The Owner shall maintain, repair, and replace the Landscaping, at Owner’s sole cost, pursuant to standards approved by the City.

2. Default.

- a. The Owner shall be in default of this Agreement if the Owner fails to perform any term, covenant, or condition hereof, and fails to cure the same on or before the expiration of the notice period specified herein. Upon default, the City shall provide written notice of such default to the Owner. The Owner shall have thirty (30) days after receipt of such notice to cure such default. In the event the default requires more than the payment of money to cure and is of the type and character that requires in excess of thirty (30) days to cure, the Owner shall be deemed to have cured the default if the Owner, within the thirty (30) day time period, commences such action as is reasonably necessary to cure the default within a reasonable period of time, and prosecutes such action to completion with reasonable due diligence and speed under all of the circumstances then existing.
- b. If the Owner fails to cure the default under Section 2.a., the City may perform the work required to cure the default. Pursuant to Wis. Stat. § 66.0627, the City may impose a special charge against the Property for services rendered to cure the default. If a special charge is not paid within the time determined by the City, the special charge shall be delinquent, shall become a lien on the Property, and shall be collected pursuant to the applicable statutory procedure.

3. Indemnification. The Owner shall indemnify, save harmless and defend the City and its respective officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees, for claims of any kind, including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction, installation, and maintenance of the Landscaping or the Owner's actions arising under this Agreement, occasioned wholly or in part by any act or omission on the Owner's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time.

4. Insurance. For the purpose of covering any claims or damages to any person, entity, or property related to the construction, maintenance, and/or use of the Landscaping, the Owner shall secure and maintain, at its own expense, Commercial General Liability insurance with coverage for bodily injury, property damage, and personal injury, with the following minimum coverage limits: \$1,000,000 per occurrence, \$1,000,000 general aggregate, and \$1,000,000 bodily injury and property damage or an equivalent or greater level of coverage. The City shall be named as an additional insured on the Commercial General Liability insurance policy. The Owner shall provide the City

with a Certificate of Insurance evidencing its Commercial General Liability insurance as required herein, and shall thereafter annually provide the City with a Certificate of Insurance demonstrating compliance with the foregoing requirements. The Certificate of Insurance shall contain the following clause: “No reduction, cancellation, or expiration of the policy shall become effective until thirty (30) days from the date written notice thereof is actually received by the City.”

5. General Provisions.

- a. Recitals. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.
- b. Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of his or her respective party.
- c. Ownership Warranty. The Owner represents and warrants that is the fee simple owner of the Property; that no other person or party has an interest of record in the Property; and that it has full right and authority to make the agreements, warranties, consents and waivers in this Agreement. The Owner further represents and warrants that if the Owner owns the Property subject to a mortgage, the Owner shall obtain the mortgagee’s consent to the terms and conditions of this Agreement in a form acceptable to the City.
- d. Binding Effect. The Owner’s obligations and responsibilities under this Agreement shall be binding on the Owner’s personal representatives, heirs, successors and assigns, including, but not limited to, any person or entity that obtains an interest in the Property.
- e. Entire Agreement; Amendments. This Agreement sets forth the entire understanding between the City and the Owner with respect to its subject matter. Any amendment hereto shall be made in writing, signed by all parties.
- f. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction 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 invalid part, term, or provision was never part of the Agreement.

- g. Recordation. The City may record a copy of this Agreement, or a memorandum thereof, in the office of the Dane County Register of Deeds. The Owner shall be responsible for paying all recording costs.
- h. Effective Date. This Agreement shall be effective as of the date and year first written above.
- i. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against any party. It shall be construed simply and fairly to all parties.
- j. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.
- k. Termination. The City may terminate this Agreement if there is a default by the Owner and the Owner fails to cure the default pursuant to Section 2.
- l. Notices. Any notices, demands or other communications required or permitted by this Agreement shall be deemed effective (i) upon receipt if hand-delivered to the party or person intended; (ii) one business day after deposit if deposited with a nationally recognized overnight commercial courier service; (iii) two business days after deposit if deposited in the United States mail postage prepaid, by certified mail, return receipt requested. Notices shall be delivered as follows:

To City:	City of Verona Attn: City Administrator 111 Lincoln Street Verona, WI 53593
To Owner:	841 North Main Street, LLC c/o FDG, LLC Attn: Ronald J. Henshue 161 Horizon Drive, Suite 101A Verona, WI 53593

Addresses may be changed by notice given in the manner provided in this section.

- m. Assignment. The benefits of this Agreement to the Owner are personal and shall not be assigned without the express written consent of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2020.

841 NORTH MAIN STREET, LLC

By: _____

Name: David M. Jenkins

Title: Manager

STATE OF WISCONSIN

COUNTY OF DANE

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

Print name: _____

Notary Public, State of Wisconsin

My commission expires: _____

(NOTARY SEAL)

**CITY OF VERONA
DANE COUNTY, WISCONSIN**

By: _____
Luke Diaz, Mayor

By: _____
Ellen Clark, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this ____ day of _____, 2020, the above-named Luke Diaz and Ellen Clark, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Print name: _____
Notary Public, State of Wisconsin
My commission expires: _____

(NOTARY SEAL)

Attachments: Exhibit A – Plans for Landscaping

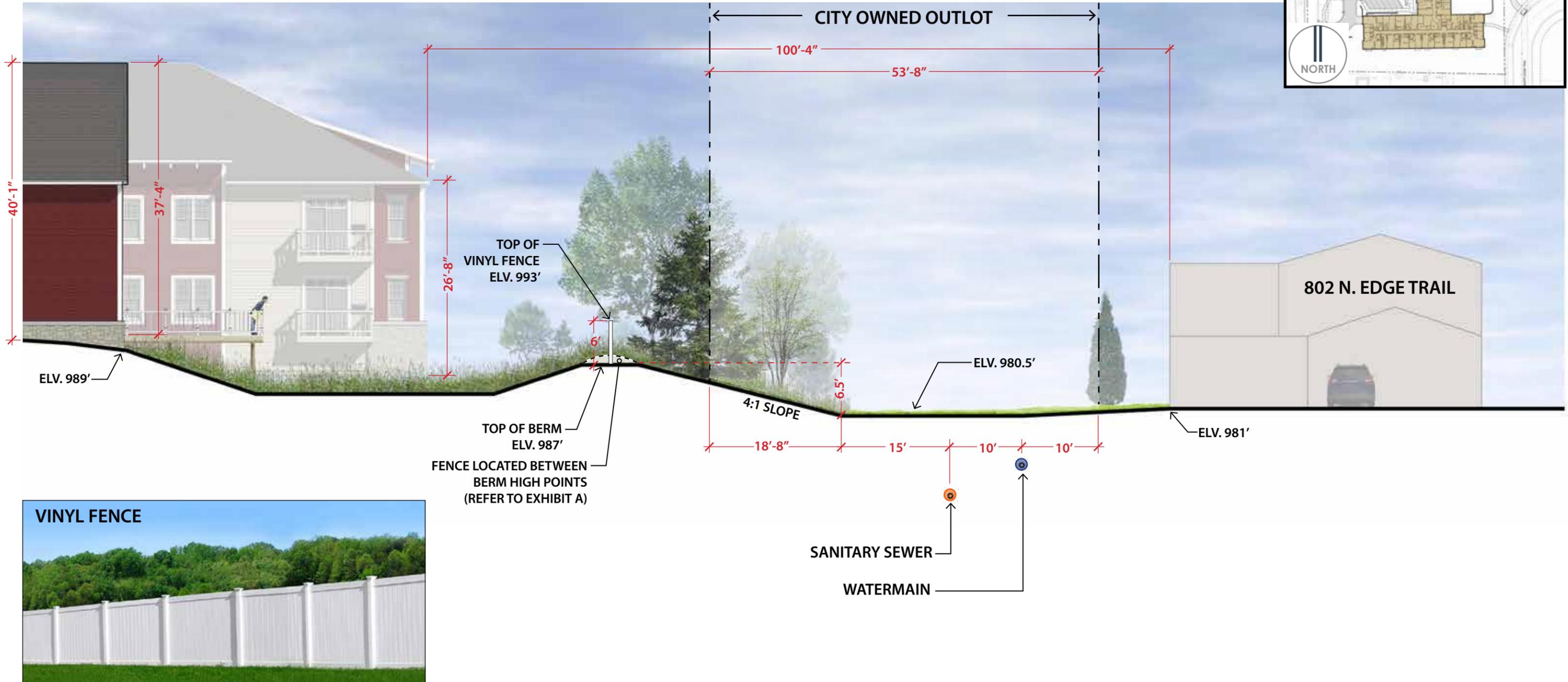
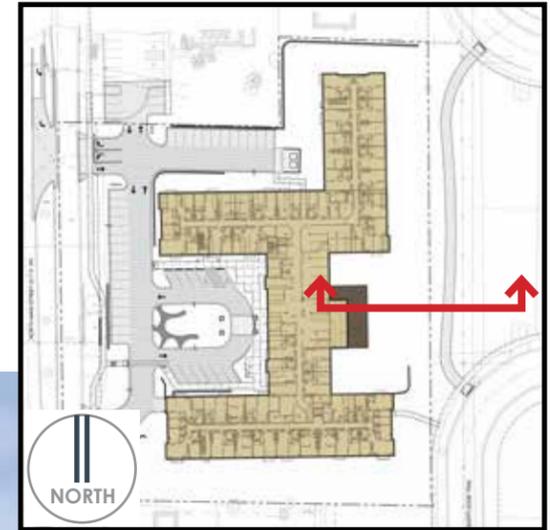
This instrument drafted by:
Bryan Kleinmaier
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701
608/256-0226

OPTION D

EXHIBIT A

CONTEXT MAP

M, 5/20/2019 , 4:00 PM - Meeting at City of Verona City Center with Adam Sayre, Katherine Holt, Kevin Yeska (JSD Professional Services), Fred DeVillers (Forward Development Group), Mary and Dwight Cutler (902 N Edge Trail) and Kevin Van Horne (802 N. Edge Trail). Discussed Options A thru D with differing improvements to be constructed (i.e. with or without intermittent fence and with or without asphalt path). Option D was the agreed upon improvements to design and construct. Landscape plans, dated June 6, 2019, were subsequently revised and submitted to City Staff.



**CONSENT OF MORTGAGEE
OF 841 NORTH MAIN STREET, LLC PARCEL**

The undersigned holder of one or more mortgages secured by the 841 North Main Street, LLC Parcel hereby consents to the above Agreement and agrees that its right, title and interest in and to the 841NMS Parcel shall be subject to the terms thereof.

MORTGAGEE: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2020, _____, who executed the above instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

RESOLUTION R-20-015

RESOLUTION ADOPTING A DECLARATION OF EMERGENCY IN THE CITY OF VERONA AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO HAVE JOINT EXECUTIVE AUTHORITY TO IMPLEMENT NECESSARY MEASURES IN RESPONSE TO COVID-19

WHEREAS, the 2019 novel strain of coronavirus, known as COVID-19, is a respiratory virus that is extremely contagious and can be fatal;

WHEREAS, COVID-19 has spread throughout numerous countries, including the United States, and numerous cases have been identified in Wisconsin;

WHEREAS, the President of the United States has declared a national emergency and the Governor of Wisconsin has declared a public health emergency in the State of Wisconsin because of the spread of COVID-19;

WHEREAS, the spread of COVID-19 in Dane County (the "County"), including within the City of Verona (the "City"), presents an imminent threat of a disaster that may impact medical care and other critical systems within the County and the City;

WHEREAS, a multi-agency, multi-jurisdictional response is necessary to undertake efforts to prevent the spread of COVID-19;

WHEREAS, the City will be continuing preparedness efforts and response to the outbreak for weeks and potentially months to come;

WHEREAS, the scope and circumstances regarding the outbreak are fluid in nature and often times can change on short notice;

WHEREAS, the City may need to take quick action and make rapid decisions during this public health emergency;

WHEREAS, the Mayor and City Administrator would implement measures deemed necessary for the City based on information and guidelines as they are made available by the Federal Government and Centers for Disease Control, and the State of Wisconsin and Department of Health Services, among other sources;

WHEREAS, the Mayor and City Administrator would also seek counsel from City Emergency Preparedness Director, and City Legal Counsel;

WHEREAS, the Mayor and City Administrator will evaluate measures and response from other cities and governments in Wisconsin, as available, to assist in determining the direction the City may follow;

WHEREAS, if the Mayor and City Administrator were to become incapacitated or otherwise unable to serve in the aforementioned role, the Police Chief would assume these duties;

WHEREAS, the Common Council would reconvene to discuss this resolution if there is a time where all of the aforementioned staff became incapacitated or otherwise unable to serve in said capacity;

WHEREAS, pursuant to Wis. Stat. §§ 323.11 and 323.14(4)(b), the chief executive officer, or his/her designee, of the City proclaimed a state of emergency in effect from March 16, 2020 until the Common Council could meet; and

WHEREAS, this resolution shall serve as the Common Council's direction until such time that the State of Wisconsin's public health emergency declaration is lifted.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Verona authorizes the Mayor and the City Administrator to have joint executive authority to implement measures they determine to be necessary in response to the COVID-19 outbreak;

BE IT FURTHER RESOLVED, that pursuant to Wis. Stat. §§ 323.11 and 323.14(4)(a) and (b), in order to protect the public peace, health and safety, preserve lives and property, economic stability, and insure cooperation and coordination, a Declaration of Local State of Emergency is hereby declared until such time that the State of Wisconsin's public health emergency declaration is lifted, and the Common Council does hereby ratify the Mayor's Emergency Proclamation due to COVID-19 executed on March 16, 2020;

BE IT FURTHER RESOLVED, that the full allocation of City resources be available to ensure the continuation of core City services in the midst of the pandemic; and

BE IT FURTHER RESOLVED, that in anticipation of federal relief and reimbursement becoming available, all City departments shall track expenses related to efforts to protect the public and prevent the spread of COVID-19, and other public sector entities within the City are encouraged to do the same.

The foregoing resolution was duly adopted by the Common Council at a meeting held on April 13, 2020.

APPROVED:

Luke Diaz, Mayor

Ellen Clark, City Clerk



City of Verona

111 Lincoln Street
Verona, WI 53593-1520
Phone: (608) 845-6495 Fax: (608) 845-8613
www.ci.verona.wi.us

MEMORANDUM

TO: All Employees

FROM: Adam Sayre, City Administrator

DATE: April 1, 2020

RE: Families First Coronavirus Response Act and Notice of New City of Verona Policies

The pandemic spread of the COVID-19 virus (“coronavirus”) has affected our daily lives profoundly. We are now under declarations of National, State and Local States of Emergency. On Wednesday, March 18, 2020, the Families First Coronavirus Response Act (“FFCRA”) was signed into law. As a result of this new law, the City of Verona brings to your attention two new workplace policies that are scheduled to take effect on April 1, 2020. The City is adopting these policies in order to comply with the recently enacted FFCRA, and in furtherance of our City-wide effort to limit the spread of coronavirus among our employees and the general public while maintaining staffing and availability of emergency responders to maintain public health, order, safety, and essential services. Please find attached the City’s Public Health Emergency: Family and Medical Leave Policy and the Emergency Paid Sick Leave Policy required by the FFCRA and the Emergency Responder Sick Leave Policy.

Both policies entitle eligible employees to paid leaves of absence necessitated by the coronavirus. Please review the policies carefully, as they contain important information regarding eligibility, rights, and responsibilities for paid and unpaid leave. The rights and responsibilities identified in the policies reflect those that are established under the applicable provisions of the FFCRA. The benefits available under these policies take effect beginning April 1, 2020 and sunset on December 31, 2020. Please note that, unless you are notified of revisions to other City policies, they will remain in full force and effect.

Further guidance on the FFCRA is forthcoming from the appropriate governmental agencies. When that guidance is issued, we may be required to make changes to these policies. We will provide you with those changes. In the meantime, we strongly

encourage you to familiarize yourself with the Emergency Paid Sick Leave Policy and the Public Health Emergency: Family and Medical Leave Policy.

Please direct all related inquiries to me. I am happy to discuss these policies and how they may affect your unique circumstances.



COVID-19 Temporary/Emergency Policies Effective April 1, 2020

These policies are being implemented in response to the recent outbreak of COVID-19, which is a dangerous respiratory illness that can spread from person to person. On March 16, 2020 Mayor Luke Diaz signed a Declaration of Emergency in the City of Verona due to COVID-19. Unless otherwise stated herein, these policies shall remain in effect unless terminated by action of the Mayor of the City of Verona or by the Common Council of the City of Verona.

The intent of these policies is to establish guidelines and procedures to address any contagious or infectious outbreak, to ensure the continuous operation of the City government, to ensure the safety of City employees, and to comply with the Families First Coronavirus Response Act (the "FFCRA"), which was signed into law on March 18, 2020. The safety of our workforce and community is our highest priority. The City is committed to providing employees a safe and healthy work environment. Together we share a responsibility to help prevent the spread of illnesses in our community. Employees have an obligation to implement the recommendations made by the Center for Disease Control (CDC) and Wisconsin Department of Health and Services to help keep the spread of the virus to a minimum.

The City of Verona's standard policies and all collective bargaining agreements remain in effect. To the extent these temporary/emergency policies conflict with other policies and agreements, these policies shall be controlling during the existing public health emergency. Nothing in these policies shall be considered precedent-setting, and the entirety of these policies are subject to change as the COVID-19 crisis evolves to the fullest extent permitted by law. These policies may be updated or terminated as changing circumstances warrant to the fullest extent permitted by law.

Department Heads, Managers and supervisors are expected to adhere to the guidance provided in these policies in responding to employee concerns and questions. Department leadership has a responsibility to ensure compliance with all applicable provisions of these guidelines including those that require greater flexibility in determining schedules, work assignments, locations, scheduling and use of paid time off, and other related employment matters.

City Operations

For the good of the residents of the City of Verona, to the extent possible, all activities conducted by the City of Verona government must remain in operation. Irrespective of changing events, essential government operations including but not limited to, those conducted by emergency responders, the City of Verona Police Department and the City of Verona Fire Department, shall continue.

In an effort to mitigate the spread of COVID-19 in our community, department heads are asked to

exercise judgment to protect employees and their families from unnecessary person-to-person contact. Departments that are able to have employees work remotely should encourage them to do so. Additional measures to prevent the spread of the disease include conducting business by telephone or email instead of in-person meetings and canceling or rescheduling of training, testing, and other group events. When in-person meetings or contact is necessary, department heads must ensure all reasonable precautions available, including social distancing, are being implemented.

Collective Bargaining Agreements/Management Rights

The City of Verona's collective bargaining agreements with each of the public safety employee collective bargaining units broadly recognize the City's management rights to take whatever action is necessary to carry out the functions of the City and each of the City's departments in situations of emergency. The COVID-19 crisis is an emergency. Effective immediately, any provisions of each of the City of Verona's collective bargaining agreements anticipated by and related to the City's power to act in an emergency are activated to the fullest extent possible.

Employees with COVID-19 Symptoms, Exposure, or Confirmed Cases

Employees, as designated by the City, who have cold or flu-like symptoms similar to COVID-19 will be required to take a leave of absence from work during the entire period of the illness and not return to work until they are free of any symptoms for at least 24 hours without the use of fever-reducing or other symptom-altering medicines. The Centers for Disease Control (CDC) has the most up-to-date information on the symptoms of COVID-19. To the extent permitted by law, such employees shall be required to use any accrued leave available to them even if they are excluded from work by their supervisor. As a way to decrease the strain on the healthcare systems, return to work certificates will not be required for absences solely related to employees who have cold or flu-like symptoms similar to COVID-19.

If an employee is identified by a medical provider or a public health authority as having potential exposure to a confirmed case of COVID-19, as defined by the CDC, the employee will be required to take a leave of absence from work per the guidelines of the CDC. If symptoms develop or the employee tests positive for COVID-19, the employee will remain away from work until a determination is made by the public health authority, in coordination with the CDC, if necessary, that the individual is no longer infectious.

Employees who test positive for COVID-19 or have had close contact with someone who has tested positive for COVID-19 must notify their supervisor and Human Resources of such positive test or close contact as soon as practicable. Supervisors and Human Resources shall maintain the confidentiality of the names of any such employee(s) or other individuals known to have tested positive for COVID-19. A positive test for COVID-19 will be treated as a Federal and Wisconsin Family Medical Leave Act qualifying event.

Work Accommodations/Leave Policy

Under this policy the City shall have the right to make temporary changes on a day-to-day basis in the assignment of personnel within and between all City departments. Employees, upon proper notification when possible, shall immediately report to the reassigned temporary position and thereafter perform the work shift of that division for the duration of the reassignment.

Except for employees designated as "Emergency Responders":

- Employees with young children not in school or daycare, and for whom an employee does not have adequate and necessary childcare available, will be permitted to use sick time or any accrued leave available to them to care for their children.
- Employees may request to use paid sick leave or other paid time off to care for family members who are ill. Normal procedures shall be followed.
- Department Heads shall relax sick leave control protocols. However, employees who falsify the reason for taking sick time or other paid time off under this policy will be subject to discipline, up to and including termination.
- Department Heads are encouraged to permit flexible scheduling for employees as possible, considering department operation needs, employees' family-care responsibilities, and the need to maintain social distance, in order that such employees do not have to use accrued leave. Department heads shall take care to apply all policies in a non-discriminatory manner.
- Department Heads may permit employees to work remotely from home in order that such employees do not have to use accrued leave under this policy.

Travel Restrictions

In order to maintain the operational capacity to provide essential City services to residents during the COVID-19 pandemic, it is critical that all employees remain accessible and available to report to work in a timely manner. As such, travel to locations outside of our region, specifically destinations that prohibit a return within 24 hours, is discouraged. This is especially true for employees in the City of Verona Police and Fire Departments.

The City of Verona is restricting all business-related travel for all employees until further notice, other than travel to and from work, with exception of inter-jurisdictional travel required by emergency responders as part of their job duties.

- If employees have a business trip scheduled prior to April 30, 2020, any reservations shall be cancelled and a refund should be sought.

All employees are discouraged from engaging in any non-essential personal travel. Any employee who engages in any personal travel must disclose the location and duration of such travel to their supervisor prior to returning to work.

- All requested or previously-approved vacation leave is discouraged and is subject to review. Department Heads may cancel or modify any scheduled vacation. All vacation time that is cancelled by a Department Head will be exempted from all use-or-lose provisions of City policies or any collective bargaining agreement, except that any vacation time that is cancelled by a Department Head shall be used no later than June 30, 2021.
- All employees returning from domestic or international travel to a location classified as having ongoing or widespread community transmission, as defined by the CDC, shall be required to comply with the CDC's and the Wisconsin's Department of Health Services guidance, which may require the employee to refrain from reporting to work for at least 14-days after their return and be COVID-19 symptom-free before being permitted to return to work.

- Employees who are required to refrain from reporting to work and self-monitor upon return from personal travel, per CDC and/or Wisconsin's Department of Health Services guidance, shall be required to use sick leave or any other accrued leave available to them during such period to the extent permitted by law.

Workplace Preparedness

Departments must consider how to best decrease the spread and lower the impact of COVID-19 in their workplace. This may include preparing for possible increase numbers of employees absent due to their own illness or that of a family member, dismissals of early childhood programs, and extended school closings.

Departments should develop plans that contemplate minimum staffing levels, document communication protocols and ways to share important information regarding services and operations.

Telecommuting

While the City does not currently offer formal telework arrangements, under this policy the City of Verona will consider, on a case-by-case basis, requests from employees to work from home during this time. While not all positions are conducive to telework, those positions with primary job duties that can be effectively performed remotely will be given consideration.

Under this emergency policy, supervisors may permit employees to work remotely from home in order that such employees do not have to use accrued leave under the following circumstances:

- Employees must be capable of meaningfully performing their duties remotely from home.
- Employees must be able to carry out assigned duties and other work obligations, including total weekly hours worked, remotely from home.
- Employees who are permitted to work remotely from home shall be available to their supervisors and co-workers during the employee's regularly-scheduled work hours and check in with their supervisors regularly throughout the day.
- Employees must be available to attend scheduled meetings and participate in other required office activities as needed.
- Employees working remotely from home can be called back to their work location at any time.
- Supervisors shall have contact information for all of their employees who are working remotely.
- Hourly employees permitted to work remotely are required to track and record all time worked from home. Hourly employees permitted to work remotely shall obtain prior authorization from their supervisor before working hours beyond their regularly scheduled workweek.
- If a supervisor temporarily permits employees to work from home, given the current health emergency and in an effort to limit person-to person contact, the department head should, for

each employee permitted to work remotely, advise the employee what work they will be expected to perform, and document that communication, both as it is initially given, and as it may change or be modified over time.

- Supervisor shall also advise the employee, and document the fact, that employees working remotely are not expected to be able to perform all of the position's essential functions remotely. For this reason, employees should have no expectation that working from home is a viable option from a reasonable accommodation standpoint in the future during non-emergency conditions.

Emergency Paid Sick Leave Act (EPSLA)

Effective Date: April 1, 2020; the law expires on December 31, 2020.

See attached cover memorandum and policy.

Emergency Family and Medical Leave Expansion Act (EFMLEA)

Effective Date: April 1, 2020; the law expires on December 31, 2020

See attached cover memorandum and policy.

Dated this 1st day of April, 2020.



Luke Diaz
City of Verona Mayor



Adam Sayre
City of Verona Administrator

**Families First Coronavirus Response Act: Public Health Emergency
Family and Medical Leave Policy Addendum to the City of Verona 's FMLA
Policy**

The Emergency Family and Medical Leave Expansion Act (“EFMLEA”), an amendment to the federal Family and Medical Leave Act (“FMLA”), is part of the Families First Coronavirus Response Act (“FFCRA”). The goal of the EFMLEA is to allow for use of up to twelve weeks of federal FMLA leave during the COVID-19 crisis. The law permits an eligible employee to take leave when the employee is unable to work (or telework) due to a need for leave to care for the child (under 18 years of age) of the employee if the school or place of care has been closed, or the child care provider of such child is unavailable due to a public health emergency.

The City of Verona endeavors to provide and maintain a safe and healthy workplace and is equally committed to complying with all applicable laws. Accordingly, the City has established this EFMLEA Policy Addendum to our FMLA policy to ensure that employees are informed of their rights and responsibilities as they relate to family and medical leave provided under the EFMLEA. Leave under the EFMLEA provides one additional reason for leave protected under the FMLA. There is variance between some provisions of the EFMLEA and the FMLA however, so we recommend careful review of this Policy. Should you have any questions about this Policy, please contact the City Human Resources Coordinator.

ELIGIBILITY AND REQUESTS FOR LEAVE

Employees who have been employed by the City for at least 30 calendar days and who are eligible under this Policy may be entitled to leave under this Policy. Eligible employees with a qualifying need related to a public health emergency, as described in Section B below, may be eligible for up to 12 weeks of EFMLEA leave. This 12-week entitlement, however, will be reduced by FMLA leave otherwise taken by an employee under the City’s FMLA Policy.

Eligible employees must provide the City with notice of their need for leave under this Policy as soon as reasonably practicable. Notice should be provided using the City’s required form. If the form is unavailable, then notice must be provided in writing, including via e-mail to the Human Resources Coordinator or the City Administrator in the Human Resources Coordinator’s absence. The failure to provide notice of your need for leave may result in an unauthorized absence from work and leave may not be granted. Your requesting leave does not automatically mean it is granted. The City will evaluate and notify you as to whether your leave is granted. Additional information may be required in evaluating your leave request if your initial request is not complete or adequate.

Employees who are classified as emergency responders are not eligible for leave or the benefits available under this policy, or the FFCRA pursuant to Section 3105 of the

FFCRA. The City has classified the following positions as emergency responders for purposes of this policy:

- Sworn Police Officers, Non-Sworn Police Staff, Fire Chief, Deputy Fire Chief, Assistant Fire Chief, Lieutenant, and Firefighter

The nature of the work performed by these employees, the possible need for additional staffing, and the exigent and dire circumstances that may exist when these employees are needed most necessitates their availability as emergency responders. The City may amend this list of emergency responders at any time.

QUALIFYING NEED RELATED TO A PUBLIC HEALTH EMERGENCY

The EFMLEA entitles an eligible employee to seek leave to when the employee is unable to work (or telework) due to a need to care for a child (under 18 years of age) of the employee, if the child's school or place of care has been closed, or the child care provider of such child is unavailable due to a public health emergency.

COMPENSATION AND BENEFITS DURING LEAVE

Protected leave under this Policy may consist of a combination of both unpaid and paid leave periods. The first 10 workdays for which an employee takes leave under this Policy are unpaid. While not required, employees may elect to substitute any accrued paid leave benefits available to the employee to cover the first 10 workdays of unpaid leave, including but not limited to, any paid sick leave to which the employee is entitled under the Emergency Paid Sick Leave Policy. To substitute paid leave for the otherwise unpaid period, the employee must satisfy all requirements for taking the accrued leave.

Any leave under this Policy taken after 10 workdays is paid as required by law. For each day of leave the employee takes after 10 workdays, the employee will be compensated in an amount equal to two-thirds of the employee's regular rate of pay multiplied by the number of hours the employee would normally be scheduled to work. In no event shall pay while on EFMLEA leave exceed \$200 per day, and \$10,000 in the aggregate.

During an approved leave of absence under this Policy, the City will continue to make available to the employee the same insurance benefits which are available to similar employees who are not on leave. The employee on leave will continue to have responsibility to contribute his or her portion of any employee-paid premium during leave. If the employee is paid during the leave period, then the premium will be deducted from the employee's pay. If the leave is unpaid, then the employee is responsible for arranging with the Human Resources Coordinator the payment of his or her share of the premium during the period of leave.

Upon termination from employment, any remaining premium amounts due from the employee for unpaid coverage will be deducted from the employee's final check, if permitted by law. The failure to make timely premium payments may result in the loss of benefits.

No employee will lose any accrued seniority or benefits while on this protected leave.

VERIFICATION OF NEED

To qualify for leave under the EFMLEA, an employee must provide information to the City verifying the need for EFMLEA Leave. This information must be provided in writing and include at least the following: the name and age of your child for whom you are needed to care, and a notice of closure or unavailability from your child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to you from an employee or official of the school, place of care, or child care provider. If required by the City you will be expected to supplement that documentation with information that demonstrates the basis for the need to care for the son or daughter under age 18 that makes the employee unable to work (or telework) in circumstances when the child's school or place of care is closed or the child care provider of such child is unavailable due to a public health emergency. Among other considerations, the City will assess whether spouses or other family members are available to provide needed care thus eliminating the employee's need for the EFMLEA Leave.

Employees who wish to take a medical leave of absence for a serious health condition, for the employee or to provide needed care for an eligible family member, may seek leave under the City's standard FMLA policy. This addendum would not be applicable to such leave. See the FMLA Policy for the procedures for requesting FMLA leave under City policy including certification requirements for FMLA leave.

RETURNING FROM EFMLEA LEAVE

Where possible, employees on EFMLEA leave should provide the City with at least 2 weeks' written notice of their intent to return to work. However under no circumstances may an employee provide fewer than 2 workdays' notice of their intent to return to work, if returning early. Any employee who returns from leave within 12 weeks, or the lesser amount of leave that was available to that employee due to other use of FMLA leave, will be reinstated to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The City cannot guarantee reinstatement to employees whose leave extends beyond 12 weeks in any 12-month period, except to the extent necessary to comply with applicable state or federal laws. An employee will not have any greater right to employment than he/she would have if FMLA leave had not been taken.

If due to economic conditions or other changes in the operating conditions of the City a position no longer exists, the City will make a reasonable offer to restore employee to

equivalent employment; or if no such position exists, the City will continue to consider the employee for equivalent employment that may arise for one year following the conclusion of leave.

NONDISCRIMINATION AND NO RETALIATION

The City strictly prohibits any form of discrimination or retaliation in the administration of this Policy. The requesting or taking of leave under this Policy will not be used against an employee in any employment decision, including in the determination of raises, employment opportunities, or discipline. Similarly, leave under this Policy will not serve as a negative factor or count against any employee for purposes of meeting the City's attendance requirements.

It is unlawful for the City to interfere with, restrain, or deny the exercise of, or the attempt to exercise, employees' rights established under the FFCRA, the EFMLEA, or this Policy. The City will not retaliate against individuals because of their participation in or commencement of an action, proceeding, or investigation related to leave entitlement under the FFCRA or this Policy or for opposing any practice made unlawful by the FFCRA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer in such cases.

EXPIRATION OF BENEFIT

In accordance with the EFMLEA, benefits pursuant to the EFMLEA and this policy expire on December 31, 2020.

QUESTIONS

If you have any questions regarding the operation or interpretation of this Policy, please contact the City Human Resources Coordinator at 608-845-0965 or mitchell.weckerly@ci.verona.wi.us

Families First Coronavirus Response Act Emergency Paid Sick Leave Policy

In response to the public health crisis created by the pandemic spread of the COVID-19 virus ("coronavirus"), the Families First Coronavirus Response Act ("FFCRA") was signed into law effective March 18, 2020. As part of the FFCRA, the Emergency Paid Sick Leave Act ("EPSLA"), established paid sick leave entitlement for eligible employees during an absence for qualifying reasons, as set forth below.

The City of Verona desires to provide and maintain a safe and healthy workplace and is equally committed to complying with all applicable laws. Accordingly, the City provides paid sick leave benefits to eligible employees in accordance with the EPSLA. This Policy is intended to provide employees with information regarding your rights and responsibilities as they relate to the paid sick leave afforded under the EPSLA. Should

you have any questions about this Policy, please contact the City Human Resources Coordinator.

A. EMPLOYEE ELIGIBILITY

Eligible employees may receive emergency paid sick leave benefits, regardless of their length of employment with the City, provided that a qualifying reason for leave exists and is adequately communicated to the City as soon as practical. Paid sick leave under this Policy is available for immediate use for any of the qualifying reasons identified in Section B.

Employees who are classified as emergency responders are not eligible for paid sick leave or the benefits available under this policy or the FFCRA pursuant to Section 5102 of the FFCRA. The City has classified the following positions as emergency responders for purposes of this policy:

- Sworn Police Officers, Non-Sworn Police Staff, Fire Chief Deputy Fire Chief, Assistant Fire Chief, Lieutenant, and Firefighter

The nature of the work performed by these employees, the possible need for additional staffing, and the exigent and dire circumstances that may exist when these employees are needed most necessitates their availability as emergency responders. The City may amend this list of emergency responders at any time.

QUALIFYING REASONS FOR PAID SICK LEAVE

Employees may use emergency paid sick leave under this Policy if the employee is unable to work (or telework) due to any of the following reasons:

- i. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- ii. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- iii. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
- iv. The employee is caring for an individual who is subject to an order or has been advised by a health care provider to self-quarantine;
- v. The employee is caring for a son or daughter of the employee and the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions; and

- vi. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

Leave available under this Policy may only be used for reasons permitted by this Policy unless otherwise required by law.

REQUESTING PAID SICK LEAVE

Employees must request leave under this Policy in writing, including email if forms for that purpose are unavailable. Requests for paid sick leave should be directed to the appropriate supervisor (in accordance with departmental policy). An employee seeking such leave should notify the City of the need for leave as soon as practical after the employee becomes aware of the need for paid sick leave but no later than the first workday (or portion of such workday) that the employee has need for EPSLA Paid Sick Leave. Please note that leave will not be automatically granted because you make a request. Your request will be evaluated and you will be notified whether or not your leave is granted.

The notice to the City and request for leave must identify the need for leave as identified in Section B(i) – (vi) above. If leave is being sought under B(v) above, the notice must include at least the following: the name and age of your child for whom you are needed to care, and a notice of closure or unavailability from your child’s school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to you from an employee or official of the school, place of care, or child care provider. If required by the City you will be expected to supplement that documentation with information that demonstrates the basis for the need to care for the child under age 18 that makes the employee unable to work (or telework) in circumstances when the child’s school or place of care is closed or the child care provider of such child is unavailable due to a public health emergency. Among other considerations, the City will assess whether spouses or other family members are available to provide needed care thus eliminating the employee’s need for the ESPLA Leave.

An employee may request leave as follows, or on the designated form prepared by the City:

Dear [insert name of supervisor],

I am requesting leave pursuant to the Emergency Paid Sick Leave Policy. My need for leave is based on Section (B)(INSERT SPECIFIC PROVISION) as identified in the Policy. I will need leave from _____, 2020 until _____, 2020.

*Sincerely,
Eligible Employee*

The City may follow up with an employee requesting such leave to obtain additional information and to advise you of other benefits available to you including FMLA and

EFMLEA benefits. Your requesting leave does not automatically mean it is granted. The City will evaluate each request and notify you whether the leave will be granted.

B. DURATION AND USE OF PAID SICK LEAVE

Eligible full-time employees are entitled to 80 hours of emergency paid sick leave under this Policy. Eligible part-time employees are entitled to a number of hours equal to the number of hours that they work, on average, over a 2-week period. If your hours of work are variable, the average bi-weekly hours you worked over the prior 6 months will be used. Unused paid sick leave under this Policy will not carryover from one year to the next and such leave expires no later than December 31, 2020. On an employee's separation from employment, any unused paid sick leave under this policy is not paid to the employee.

Unless an employee is demonstrably teleworking, paid sick leave for qualifying reasons related to COVID-19 must be taken in full-day increments. It **cannot** be taken intermittently if the leave is being taken because:

- i. You are subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- ii. You have been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- iii. You are experiencing symptoms of COVID-19 and seeking a medical diagnosis;
- iv. You are caring for an individual who either is subject to a quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
- v. You are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

Unless you are teleworking, once you begin taking paid sick leave for one or more of these qualifying reasons, you must continue to take paid sick leave each day until you either (1) use the full amount of paid sick leave or (2) no longer have a qualifying reason for taking paid sick leave. This limit is imposed because if you are sick or possibly sick with COVID-19, or caring for an individual who is sick or possibly sick with COVID-19, the intent of FFCRA is to provide such paid sick leave as necessary to keep you from spreading the virus to others.

COMPENSATION DURING LEAVE

When taking paid sick leave under sections A(i)-A(iii) above, employees are entitled to receive their regular rate of pay as compensation during a period of absence. However,

in no event shall such paid sick time pay exceed \$511 per day and \$5,110 in the aggregate.

When taking paid sick leave under Sections A(iv) - A(vi) above, employees are entitled to receive two-thirds of their regular rate of pay as compensation during such leave. However, in no event shall such paid sick time exceed \$200 per day and \$2,000 in the aggregate.

The eligible employee receives an aggregate maximum of 80 hours total if full-time and prorated downward for non-full-time employees.

EFFECT ON EXISTING POLICIES

This Policy is not intended to replace any existing leave or paid time off policies maintained by the City. Paid sick leave provided under this Policy is made available to eligible employees in addition to any leave or paid time off benefits provided under any of the City's existing policies.

Eligible employees may first use paid sick leave under this Policy for any of the qualifying reasons identified in Section A above before using other accrued paid leave which may be available to the employee under any of the City's existing policies. The City is prohibited by law from requiring employees to first use other unused and accrued paid time off benefits to which employees may be entitled under other existing policies prior to using emergency paid sick leave under this Policy.

NONDISCRIMINATION AND NO RETALIATION

The City strictly prohibits any form of discrimination or retaliation in the administration of this Policy. The requesting or taking of leave under this Policy will not be used against any employee in any employment decision, including in the determination of raises, employment opportunities, or discipline. Similarly, paid sick leave under any section of this Policy will not serve as a negative factor or count against any employee for purposes of meeting the City's attendance requirements.

It is unlawful for the City to interfere with, restrain, or deny the exercise of, or the attempt to exercise, employees' rights established under the EPSLA, or this Policy. The City will not retaliate against individuals because of their participation in or commencement of an action, proceeding, or investigation related to paid sick leave entitlement under the EPSLA, or this Policy or for opposing any practice made unlawful by the EPSLA.

EXPIRATION OF BENEFIT

In accordance with the EPSLA, the paid emergency sick leave benefits under the EPSLA, and in this Policy, expire on December 31, 2020.

QUESTIONS

If you have any questions regarding the operation or interpretation of this Policy, please contact the City Human Resources Coordinator.

Police Department Emergency Responder Sick Leave

For employees who are classified as emergency responders in the Police Department including all sworn Police Officers and non-sworn staff, and exempted from the EPSLA provisions of the FFCRA and who are eligible for paid sick leave under the City of Verona's current personnel policies, the City will provide up to 80 hours of additional paid leave in the form of Emergency Responder Sick Leave to be used during the first fourteen calendar days by those emergency responders who are unable to work (or telework). Eligible part-time employees are entitled to a number of hours equal to the number of hours that they work, on average, over a 2-workweek period. If the hours worked are variable, the average bi-weekly hours worked over a 6-month period will be used. Emergency Responder Sick Leave shall be used due to the following reasons:

1. The employee tests positive for COVID-19.
2. The employee is caring for a member of the immediate family living in the household who has tested positive for COVID-19.

The City may follow up with an employee requesting such leave to obtain additional information and to advise the employee of other benefits available including FMLA benefits to run concurrently where permitted. The employee may also use his or her own paid leave. Emergency responders may request this leave either orally or in writing, including email to the appropriate supervisor (in accordance to departmental policy) and the Human Resources Coordinator. This Emergency Responder Sick Leave is effective April 1, 2020 and expires on June 30, 2020; however, if, as of 11:59 p.m. on June 30, 2020 an emergency responder has not exhausted all 80 hours of Emergency Responder Sick Leave provided for under this policy, the City, in its sole discretion, may choose to transfer up to 40 hours of such accrued, unused Emergency Responder Sick Leave into an Employee's normal sick leave bank. Converted Emergency Responder Sick Leave hours are not subject to the 1080 hour sick leave account maximum defined in the current personnel policy and collective bargaining agreement. This policy and added leave benefit does not apply to employees covered by a collective bargaining agreement unless agreed to by the collective bargaining representative and the City.

Unless an employee is demonstrably teleworking, Emergency Responder Paid Sick leave for qualifying reasons must be taken in full-day increments and **cannot** be taken intermittently. Prior to returning to work, employee must meet the requirements set forth in the departmental return to work policy.

COMPENSATION DURING LEAVE

When taking Emergency Responder paid sick leave under this policy, employees are entitled to receive their regular rate of pay as compensation during a qualifying period of absence.

Police Department Emergency Responder Sick Leave

For employees who are classified as emergency responders in the Police Department including all sworn Police Officers and non-sworn staff, and exempted from the EPSLA provisions of the FFCRA and who are eligible for paid sick leave under the City of Verona’s current personnel policies, the City will provide up to 80 hours of additional paid leave in the form of Emergency Responder Sick Leave to be used during the first fourteen calendar days by those emergency responders who are unable to work (or telework). Eligible part-time employees are entitled to a number of hours equal to the number of hours that they work, on average, over a 2-workweek period. If the hours worked are variable, the average bi-weekly hours worked over a 6-month period will be used. Emergency Responder Sick Leave shall be used due to the following reasons:

1. The employee tests positive for COVID-19.
2. The employee is caring for a member of the immediate family living in the household who has tested positive for COVID-19.

The City may follow up with an employee requesting such leave to obtain additional information and to advise the employee of other benefits available including FMLA benefits to run concurrently where permitted. The employee may also use his or her own paid leave. Emergency responders may request this leave either orally or in writing, including email to the appropriate supervisor (in accordance to departmental policy) and the Human Resources Coordinator. This Emergency Responder Sick Leave is effective April 1, 2020 and expires on June 30, 2020; however, if, as of 11:59 p.m. on June 30, 2020 an emergency responder has not exhausted all 80 hours of Emergency Responder Sick Leave provided for under this policy, the City, in its sole discretion, may choose to transfer up to 40 hours of such accrued, unused Emergency Responder Sick Leave into an Employee’s normal sick leave bank. Converted Emergency Responder Sick Leave hours are not subject to the 1080 hour sick leave account maximum defined in the current personnel policy and collective bargaining agreement. This policy and added leave benefit does not apply to employees covered by a collective bargaining agreement unless agreed to by the collective bargaining representative and the City.

Unless an employee is demonstrably teleworking, Emergency Responder Paid Sick leave for qualifying reasons must be taken in full-day increments and **cannot** be taken intermittently. Prior to returning to work, employee must meet the requirements set forth in the departmental return to work policy.

COMPENSATION DURING LEAVE

When taking Emergency Responder paid sick leave under this policy, employees are entitled to receive their regular rate of pay as compensation during a qualifying period of absence.

Fire Department Emergency Responder Sick Leave

Emergency Responder Paid Sick Leave is in addition to sick leave provided by the City of Verona by policy or collective bargaining agreement. Emergency Responder Paid Sick Leave is not required by FFCRA and has its own set of rules.

Effective Date: April 1, 2020; to end at same time as FFCRA, currently through December 31, 2020.

Eligible Employee: Employees who are classified as emergency responders in the Fire Department including and limited to the positions of Fire Chief, Deputy Fire Chief, Assistant Fire Chief, Lieutenant, Firefighter, Paid-On-Premise Firefighter, Paid-On-Premise Lieutenant, Paid-On-Premise Captain, Paid-On-Call Firefighter, Paid-On-Call Lieutenant, Paid-On-Call Captain, Intern Firefighter, and exempted from the EPSLA provisions of the FFCRA.

Length of Leave and Pay and Benefits: The City will provide up to 72 hours of additional paid leave at base rate of pay in the form of Fire Department Emergency Responder Sick Leave to emergency responders as defined above. Eligible part-time employees are entitled to a number of hours equal to the number of hours that they work, on average, over a 2-workweek period. If the hours worked are variable, the average bi-weekly hours worked over a 6-month period will be used.

Eligible reason for Emergency Responder Sick Leave: Emergency paid sick leave will be provided to an employee who is unable to work or telework because:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine because of COVID-19;
3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis; and
4. The employee is caring for a family member subject (as defined in the bereavement policy in the collective bargaining agreement, or employee handbook, as applicable) or advised to quarantine or isolation.

Documentation and Forms Needed: Emergency responders who need to take Emergency Responder Paid Sick Leave must provide documentation including quarantine or isolation orders or doctor's recommendations. Employees also need to fill out a Request for Emergency Paid Sick Leave for Emergency Responders form and provide it to the Fire Chief.

The City may follow up with an employee requesting such leave to obtain additional information and to advise the employee of other benefits available including FMLA

benefits to run concurrently where permitted. The employee may also use his or her own paid leave.

Unless an employee is demonstrably teleworking, Emergency Responder Paid Sick leave for qualifying reasons must be taken in full-day increments and **cannot** be taken intermittently. Prior to returning to work, employee must meet the requirements set forth in the departmental return to work policy.

Unused Leave:

Emergency Sick Leave not used by June 30, 2020 will not carry over or be paid out. .On an employee's separation from employment, any unused Emergency Responder Sick Leave under this policy is not paid to the employee. This policy and added leave benefit does not apply to employees covered by a collective bargaining agreement unless agreed to by the collective bargaining representative and the City.

DRAFT

ORDINANCE NO. 20-964

**AN ORDINANCE AMENDING SECTION 11-1-1
OF THE CODE OF ORDINANCES, CITY OF VERONA, WISCONSIN
RELATING TO VIOLATIONS OF LAW RELATING TO HEALTH**

The Common Council of the City of Verona, Dane County, Wisconsin, do ordain that Section 11-1-1 of the Code of Ordinances, City of Verona, Wisconsin is hereby amended as follows:

1. The following Wisconsin Statute shall be added to the schedule contained in Section 11-1-1 and, therefore, is adopted by reference in the City of Verona:

252.25 Violation of law relating to health

2. This ordinance shall become effective upon passage and publication as required by law.

The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on _____, 2020.

CITY OF VERONA

Luke Diaz, Mayor

(seal)

Ellen Clark, City Clerk

ENACTED: _____

PUBLISHED: _____

