



City of Verona

111 Lincoln Street
Verona, WI 53593-1520
COMMON COUNCIL

Tuesday – May 26, 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/97497516280>

Webinar ID: 974 9751 6280

Join the meeting via phone by dialing:

312-626-6799

Webinar ID: 974 9751 6280

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. 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, including comments during the public hearing, 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 May 11, 2020 Common Council meeting.
5. Mayor's Business
 - A. Oath of Office for District 2 Alderperson
 - B. Common Council committee member appointments
 - C. Citizen committee member appointments
 - D. Sugar Creek Elementary School proposals
6. Announcements
7. Administrator's Report
8. Engineer's Report
9. Committee Reports
 - A. Public Safety and Welfare Committee**
 - (1) Discussion and Possible Action Re: A premises amendment request from Hop Haus Brewing Company, 231 S. Main Street, Verona, WI 53593
 - B. Public Works/Sewer & Water Committee**
 - (1) Discussion and Possible Action Re: Land acquisition agreement at 419 Lincoln Street for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacment
 - (2) Discussion and Possible Action Re: Amendment No. 1 with Brown and Caldwell for Project 2018-114, Lincoln Street storm water management facility design
 - (3) Discussion and Possible Action Re: A professional services agreement with AECOM for Project 2018-114, Lincoln Street storm water management facility design
10. New Business
 - A. Discussion and Possible Action Re: Payment of bills
 - B. Discussion and Possible Action Re: Professional services agreement with McMahon Associates, Inc.
 - C. Discussion and Possible Action Re: Annexation agreement with the Gust and Mork properties.
 - D. Discussion and Possible Action Re: Updated Ordinance No. 19-947 approving the annexation of 52.386 acres of land at the southeast corner of County Highway M and Range Trail
 - E. Discussion and Possible Action Re: Resolution No. R-20-018 Extending the Declaration of Emergency in the City of Verona and the continuation of Joint Executive Authority
 - F. Discussion and Possible Action Re: Resolution No. R-20-019 waiving interest and penalties on certain delinquent property tax installment payments due in 2020 as a result of COVID-19
 - G. Discussion and Possible Action Re: Resolution No. R-20-020 approving the release of development agreements with ANOREV and approving a tax agreement with D&D Verona, LLC
 - H. Discussion and Possible Action Re: Property use agreement with the Verona Area School District
 - I. Discussion and Possible Action Re: Resuming in-person meetings and requirements for virtual meetings
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
May 11, 2020
Verona City Hall

Due to the COVID-19 pandemic, the Verona Common Council held its meeting as a virtual meeting. The Common Council did not meet at City Hall, 111 Lincoln Street. Members of the Common Council and Staff joined the meeting by using Zoom Webinar. Members of the public were able to join the meeting using Zoom Webinar via a computer, tablet, or smartphone, or by calling into the meeting via phone.

1. Mayor Diaz called the meeting to order at 7:01 p.m.
2. Roll call: Alderpersons Kate Cronin, Charlotte Jerney, Chad Kemp, Katie Kohl, Christine Posey, Heather Reekie and Evan Touchett were present. Also present: City Administrator Adam Sayre; City Engineer Carla Fischer; and City Clerk Ellen Clark.
3. Public Comment: None
4. Approval of the minutes from the April 27, 2020 Common Council meeting. Motion by Kohl, seconded by Touchett, to approve the minutes of the April 27, 2020 Common Council meeting. Motion carried 7-0.
5. Mayor's Business:
 - A. Presentation by Dane County Executive Joe Parisi

Parisi explained Dane County's response to the COVID-19 pandemic. Dane County was the first county in the state with a positive COVID-19 test. A State of Emergency was declared early on to allow municipalities to be eligible for FEMA funds, if necessary. Several local organizations have been utilizing the empty Alliant Energy Center space, including food distribution through the Badger Prairie Needs Network and Second Harvest, the Saturday Dane County Farmers Market, a field hospital area, and mass COVID testing. Financial relief for small businesses and child care providers is also being provided by the County.

Discussion followed regarding the County's efforts to mitigate climate change, COVID-19 education efforts on the part of local and county governments regarding "Safer at Home" orders, availability of COVID-19 antibody tests, and COVID-19 testing in jails and the Sheriff's office going forward.
6. Announcements: None
7. Administrator's Report:
 - The next Common Council meeting will be held on Tuesday, May 26th.
 - City Staff continues to monitor the COVID-19 situation and make adjustments as necessary.

- The City received six proposals for the Sugar Creek Elementary School project. The Community Development Authority will review the proposals and hear developers' presentations on May 18th.

8. Engineer's Report:

- Well 6 Pumping Station Construction: Sidewalk around the building is scheduled to be poured, and gas service is expected soon. Interior plumbing, electrical and HVAC are expected to be complete by mid-May, and startup of the well is expected the first week of June.
- Verona Area High School Construction Traffic Improvements: West Verona Avenue outside lanes are closed. Traffic will be shifted so both lanes are on the same side of the road while paving takes place. Work is beginning to build the new southbound and westbound lanes. Road base is complete for the new roads, Wildcat Way and Stewart Woods Road. Work has also begun on Nine Mound Road.
- CTH PD Construction – Woods Road to CTH M: The new eastbound lanes are complete. All traffic will be moved to the eastbound lanes on May 8th, with work on the westbound lanes beginning at that time.

9. 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 \$1,161,858.25. Motion carried 7-0.
- (2) Discussion and Possible Action Re: Small Business COVID-19 Support Program Applications. Motion by Kemp, seconded by Posey, to approve the Small Business COVID-19 Support Program applications for 53 approved applicants in the amount of \$195,970, pending final review by City Staff. Kemp explained the Finance Committee reviewed the applications at tonight's scheduled meeting, and thanked Staff for putting together this program. The grant criteria were met by all 53 applications that were accepted.

Diaz, Touchett, and Reekie thanked City Staff for their work on this program.

Reekie asked if there may be an opportunity for a program with less stringent criteria to open at a later date, possibly giving a chance for a grant to businesses that did not meet the criteria for this program.

Diaz replied that will be a decision for the Common Council.

Kemp stated we do not know how long this will last. He would like to wait for more information regarding how long the "Safer at Home" order will be in place.

On roll call: Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye.

Motion carried 7-0.

B. Plan Commission

- (1) Discussion and Possible Action Re: Resolution R-20-017 approving a certified survey map to create two (2) lots located at 421 South Nine Mound Road and 408 Venture Court. Motion by Kohl, seconded by Jerney, to approve Resolution No. R-20-017 approving a certified survey map to create two (2) lots located at 421 South Nine Mound Road and 408 Venture Court. Motion carried 7-0.

10. New Business

- A. Discussion and Possible Action Re: Second amendment to lease agreement between the City of Verona and U.S. Cellular Operating Company, LLC for Country View water tower at 1252 Hemlock Drive. Sayre explained this lease amendment would allow U.S. Cellular to modify their equipment located on the water tower at 1252 Hemlock Drive. Staff recommends approval of the lease amendment. Motion by Kohl, seconded by Kemp, to approve the second amendment to the lease agreement between the City of Verona and U.S. Cellular Operating Company, LLC for Country View water tower at 1252 Hemlock Drive. Motion carried 7-0.
- B. Discussion and Possible Action Re: Agreement for City of Verona Fire Chief position. Sayre stated the Police and Fire Commission met this evening, and approved the appointment of Dan Machotka to the City of Verona Fire Chief position. Staff recommends that the Council approve the employment agreement between the City of Verona and Dan Machotka. Motion by Touchett, seconded by Cronin, to approve the employment agreement between the City of Verona and Dan Machotka. Motion carried 7-0.
- C. Discussion and Possible Action Re: Appointment of District 2 Alderperson. Sayre explained Dennis Beres and Charlie Ryan applied for this position, and both spoke to the Council at the May 11, 2020 meeting. This appointment fills the District 2 position vacated by Sarah Gaskell, with a term ending in April 2021. On roll call: Alder Jerney – Ryan; Alder Kemp – Ryan; Alder Kohl – Ryan; Alder Posey – Ryan; Alder Reekie – Ryan; Alder Touchett – Beres; Alder Cronin – Ryan.
- Motion by Kohl, seconded by Cronin, to appoint Charlie Ryan to the District 2 Alderperson position. Motion carried 7-0.

11. Adjournment:

- Motion by Cronin, seconded by Kemp, to adjourn at 8:01 p.m. Motion carried 7-0.

Ellen Clark
City Clerk

Administrator Report for May 26, 2020

Upcoming Meetings/Events

- Plan Commission – June 1st
- Community Development Authority – June 2nd

COVID-19 Update

City Staff continues to monitor the guidance from the State and Dane County regarding City programming and City facilities. The restarting of City programming will depend on the guidance from the Forward Dane Plan. The Library is exploring options to expand their offerings as the County progresses through the Forward Dane Plan. Staff anticipates keeping City Hall, Public Works building, and the Senior Center closed to the public for at least the next month.

City-Wide Revaluation

The 2020 revaluation of all properties continues. Details of the revaluation process have been posted on the City's website: <https://www.ci.verona.wi.us/135/Assessor>

Sugar Creek School RFP

The City received six (6) proposals for the Sugar Creek School RFP and are posted to the City's website. The Community Development Authority (CDA) reviewed four (4) proposals at the May 18th meeting and will make a recommendation to the Common Council in the coming weeks. The proposals include public space areas and tax increment financing (TIF) requests that will require decisions from the Council. The Council is encouraged to watch the CDA meeting on the City's YouTube channel in order to gain a better understanding of the proposals.

<https://www.youtube.com/user/VeronaWIMeetings>

2020 Census

The 2020 Census is underway. As of May 21, 2020, the City has an 80.5% response rate with 75.3% of the responses by the internet. In 2010, the City had an 87% response rate, which was only done by mail in questionnaires. As a reminder, the Census data that is collected will help determine funding allocations for the next ten (10) years.

CITY OF VERONA ENGINEER REPORT

for May 26, 2020

CONSTRUCTION PROJECTS

WELL 6 PUMPING STATION CONSTRUCTION

COVID protocols are still being followed by the Contractor and Subcontractors to minimize chances of more than one trade in the same area at the same time. Interior painting of the walls is complete. Interior plumbing, electrical and HVAC are expected to be complete within the next week. Asphalt paving is expected in late May to June depending on asphalt supply. The Wellhead Protection Plan has been approved by DNR. Startup of the well is now expected the second week of June.

VERONA AREA HIGH SCHOOL CONSTRUCTION – TRAFFIC IMPROVEMENTS

W. Verona Avenue outside lanes are closed through the project area with landscaping and electrical items planned to be completed. In the next month or so lanes will be shifted back to the outside so that inside lanes can be closed to complete electrical/signal items. Surface asphalt paving has been completed.

West End Circle traffic will continue to be on the new lower lift of asphalt in NB/EB lanes (Stage 1) and will remain for a month or so. At that time both lifts of asphalt will be placed on the SB/WB lanes and traffic will then be split (placed on their appropriate side) with lane closures to complete the remaining asphalt paving and restoration items.

Road base placement has been completed along Wildcat Way and Stewart Woods Road (new roads). Curb and gutter placement, prep and placement of Asphalt pavement, and sidewalk/restoration items will continue.

Work has also begun on North and South Nine Mound Road, specifically:

- Traffic on Nine Mound Road, north of W. Verona Avenue, will remain on the east half to complete road improvements and turn lane construction. After the west half is completed, traffic will be switched and road improvements on the east half completed.
- Traffic on Nine Mound Road, south of W. Verona Avenue will be placed in the new traffic location (pending pavement marking completion) with the road closure planned completion. Some finishing items will remain.

Work on the side roads (Paoli Street / Nine Mound Road intersection, Wall Street, Legion Street, and Westridge Parkway) will continue with some shoulder closures or lane shifts.

Military Ridge State Trail closure is complete and work along the trail is complete. Work on each side of the trail will still be occurring but should not impact trail use.

CTH M CONSTRUCTION

The Contractor's crews are addressing various punch list activities throughout the project limits.

CTH PD CONSTRUCTION – WOODS ROAD TO CTH M

The new eastbound lanes are completed with landscaping remaining. Eastbound and westbound traffic are now in the new eastbound lanes with crossovers at each end of the project. Crews are now working on the new westbound lanes and storm sewer and will continue for the next couple of months.

LIBERTY PARK PHASE 4 CONSTRUCTION

Work has started on Whalen Road. The contractor is focusing on the north side of the road. The 5-foot wide bike lane on the north side is scheduled for paving the week after Memorial Day Weekend. Then work will shift to the south side where there is grading needed for the new sidewalk.

FIREMAN'S PARK CONSTRUCTION

The earthwork contractor placed topsoil on disturbed areas of the basin on Bruce Street. The basin next to the basketball courts is scheduled for final touch up in the next few days.

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

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.

KETTLE CREEK NORTH PHASE 3

Work has started on this project. Sanitary sewer work is about 75% complete. Rain on May 14 & 17 has put work on hold for a few days. There is a day of work left to finish the sanitary sewer. Water main work will follow immediately after sanitary. Expecting to be doing street grading the week after Memorial Day Weekend.

MAJOR DESIGN PROJECTS

EAST SIDE INTERCEPTOR DESIGN

Design study report is finalized. Plan and profile sheets of the proposed interceptor have been reviewed by City staff. Easement documents are being draft to allow staff to engage in the acquisition process. Permits have been submitted to Wisconsin Department of Natural Resources and comments are being addressed by SHE. Coordination will begin in May 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.

Liquor License Premises Amendment

Name of Establishment: Hop Haus Brewing Company

Address of Establishment: 231 S. Main Street, Verona, WI 53593

Name of Agent: Philipp Hoechst Address: 1105 Tamarack Way, Verona

Agent Phone Number: 608-720-8858 Establishment Phone Number: 608-497-3165

Premises Amendment Description:

Fence and use the parking lot as an outdoor patio, with tables 6 feet apart to maintain social distancing guidelines. We will have two entrances/exits to the patio to further allow patrons to social distance by using either access point. One point will be at the NE corner of the parking lot (near the permanently fenced patio) and one point in front of the main entry door to the Hop Haus tap room. Guests will be ordering online & a "runner" will be bringing out orders to the table to further limit person to person contact and people inside the Hop Haus taproom. At this time we do not plan to have live music at Hop Haus, once DHS allows us to move into Phase 2 of the Badger Bounce Back we would possibly request to have outdoor music at that time. If so, we would plan to have it 1-2 nights per week (Friday and/or Saturday) from 6-9pm. We may open an hour or two earlier on some weekdays, but will still open at noon on Saturday and Sunday. We plan to have online ordering end at 9pm (last call).

**Please attach a drawing or visual of the proposed premises amendment*

Months/Days New Premises are Open/Used:

From (Month): May, 2020 To: (Month): October 1, 2020

Time Premises Used A.M.: Noon To: P.M.: 11pm (Restrictions Apply)

Check Here if Added Premises are Open/Used Year Round:

Signature of Agent: 

Date: 5/20/20

Please Do Not Write Below This Area
MUNICIPAL OFFICE USE ONLY

CHIEF OF POLICE

Date Application Approved to Move Forward with Inspections: _____ Initials: _____

Notes for Building Inspection and Fire Inspection:

CITY OF VERONA

Recommendation of the Chief of Police Upon Completion of Inspections: **Approved / Denied**

Signature: _____ Date: _____

BUILDING INSPECTOR

Date(s) of Inspection: _____ Initials: _____

List any adjustments that need to be made to the premises:

Date Adjustments Inspected: _____ Initials: _____

Date Premise Inspection is *Approved*: _____ Signature: _____

FIRE DEPARTMENT

Date(s) of Inspection: _____ Initials: _____

List any adjustments that need to be made to the premises:

Date Adjustments Inspected: _____ Initials: _____

Date Premise Inspection is *Approved*: _____ Signature: _____

PLEASE RETURN THIS FORM TO THE **CITY CLERK** IN A TIMELY MANNER UPON
COMPLETION OF INSPECTIONS

MUNICIPAL CLERK

Date Application Received from Applicant: _____ Initials: _____

Date of Receipt upon Completion of Inspections: _____ Initials: _____

CITY OF VERONA

Public Safety and Welfare Committee Review: _____ *Common Council Review:* _____

Approved / Denied **Date:** _____

Date Liquor License Premises Amendment Issued: _____ **Liquor License No:** _____

Municipal Clerk: _____

PROPERTY ACQUISITION AGREEMENT

This Property Acquisition Agreement (the “Agreement”) is made this ___ day of _____, 2020, by and between the City of Verona, a Wisconsin municipal corporation (the “City”), and Cathern Joan T. Schultz (“Schultz”).

RECITALS

- A. Schultz owns two parcels of land in the City of Verona, Dane County, Wisconsin, which land is described in Exhibit A attached hereto and incorporated herein (the “Property”).
- B. For purposes of this Agreement, Parcel A is the parcel with a tax key number of 286-0608-221-1421-4 (northern parcel), and Parcel B is the parcel with a tax key number of 286/0608-221-1207-2 (southern parcel).

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
 City Clerk
 City of Verona
 111 Lincoln St.
 Verona, WI 53593

P.I.N.
 286/0608-221-1421-4
 286/0608-221-1207-2
 XXX/XXXX-XXX-XXXX-X

- C. The City wishes to acquire Parcel A and Parcel B for public utility purposes.
- D. The City and Schultz agree and acknowledge that they enter into this Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions, and liabilities.

Comment [A1]: Note that a new tax parcel should be issued shortly after the CSM is recorded. If so, we will need to update.

Also, per my comment on page 2, the Agreement will need to be recorded on her property, as well as on the property the City is acquiring.

AGREEMENT

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

- 1. Recitals. The representations and recitations set forth in the 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.
- 2. City Payment. The City shall pay to Schultz forty nine thousand dollars (\$49,000.00) as consideration for acquiring from Schultz Parcel A and Parcel B. The City shall pay all costs associated with obtaining title evidence and title insurance and with other closing costs, including recording fees, gap endorsement, and transfer taxes, if any. The title company used for this conveyance shall be chosen by the City. The City is

purchasing the property in as-is condition. The conveyance by Schultz to the City shall be by warranty deed, free and clear of all liens and encumbrances, other than municipal and zoning ordinances, covenants, restrictions and easements of record, and general taxes for the year of closing.

3. Additional City Obligation. The City agrees that the land acquired under this Agreement from Schultz may not be further divided and shall be kept in as-is condition, except for maintenance deemed necessary by the City or as specifically noted below.

- a. City may perform stream improvements as necessary to improve the habitat and streambank.
- b. City intends to install a maintenance path for the utilities on Parcel B south of the Badger Mill Creek.

4. Schultz Representations. Schultz represents and warrants that:

- a. Schultz is the fee simple owner of the Property and has not conveyed to others any rights in the Property.
- b. There are currently no tenants on the Property and that prior to closing Schultz shall not subject the Property to any leases and/or tenants.
- c. Schultz has full power and authority to execute this Agreement.
- d. Schultz, or her successors and assigns, shall work with the City on a sanitary utility easement modification or addition for the utilities constructed under Lot 1 of certified survey map no. _____ (“Lot 1”). Please see Exhibit A for a legal description for Lot 1, which Schultz owned at the time of execution of this Agreement.

Comment [A2]: As an FYI, this will require the Agreement to be recorded on her property.

6. City Representations. The City represents and warrants that:

- a. This Agreement has been approved by the City of Verona Common Council.
- b. The parties signing below for the City have full power and authority to execute this Agreement, and all necessary resolutions, if any, have been approved by the City authorizing the execution of this Agreement.

7. General Provisions.

- a. This Agreement shall run with the land described herein and is binding on the City and Schultz, and their heirs, successors and assigns.
- b. Non-use or limited use of the rights granted in this Agreement shall not prevent later use of the rights to the fullest extent authorized in this Agreement.
- c. Nothing in this Agreement shall be deemed to create any right or privilege in any person or entity not a party to this Agreement.
- d. This Agreement may only be amended by a written amendment instrument approved and executed by the City and Schultz, or their successors and assigns.
- e. If any part, term or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term or provision of this Agreement, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.
- f. This written agreement, and written amendments, shall constitute the entire agreement between the City and Schultz.
- g. The City shall record a copy of this Agreement with the Register of Deeds on all three parcels identified in the recording box on page 1.
- h. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.
- i. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- j. This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.

[Signature pages follow]

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

CATHERN JOAN T. SCHULTZ

By: _____
Cathern Joan T. Schultz

STATE OF WISCONSIN

COUNTY OF DANE

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

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

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: _____

Attachment: Exhibit A – Legal Descriptions of the Property and Lot 1

This instrument drafted by:

Bryan Kleinmaier
Stafford Rosenbaum LLP
222 West Washington Ave., Suite 900
P.O. Box 1784
Madison, WI 53701-1784
608.256.0226

EXHIBIT A

LEGAL DESCRIPTION OF SCHULTZ PROPERTY

Parcel A: Tax Key Number: 286-0608-221-1421-4

Parcel B: Tax Key Number: 286-0608-221-1207-2

Lot Twenty-six (26), Second Addition to Neff's Subdivision Valley View, in the City of Verona, Dane County, Wisconsin, EXCEPTING THEREFROM those lands conveyed to the City of Verona as contained in the Warranty Deed recorded as Document No. 4203930.

Lot 1: Tax Key Number: _____

[Insert legal description]

Comment [A3]: Add once CSM recording information is received



Lot 1 of
CSM

Northern Schultz
Parcel
286-0608-221-1421-4

Dane Co.
Park Lands

Badger
Mill Creek

Southern Schultz
Parcel
286/0608-221-1207-2

GoV
Lands

2018-108, ESI
Schultz Property



City of Verona
111 Lincoln St
Verona, WI 53593
(608) 845 - 6495

DISCLAIMER: The City of Verona does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 200'

Print Date: 2/6/2020

ATTACHMENT A

Amendment #1 Lincoln Street Stormwater Facility Design Verona Project # 2018-114 City of Verona

Overview

This scope of services describes the tasks that will be conducted by Brown and Caldwell (BC) to: 1) provide channel classification support, 2) prepare a Dane County Urban Water Quality Grant application, 3) prepare additional conceptual design drawings, 4) conduct additional system modeling to support additional conceptual designs, 5) provide coordination support and incorporate modification to drawings and specifications related to the development of a groundwater mitigation system and adjustments related to regulatory dam requirements. (When AECOM or SES are referenced it is not intended to be a thorough detailing of their respective scopes of work for the project but is provided for reference and context with respect to BC's scope of work.)

Task 1 Project Management and Meetings (Amended Task)

Extend BC's project management services (schedule and budget review, staff coordination, project status updates/invoicing, routine Client communication) through the new anticipated project end date.

In addition to the meetings identified in the original scope of services expand to include the following meetings:

1. City of Verona Public Works, Sewer, and Water Committee Meeting (September 23, 2019).
2. A second permitting agency meeting (October 1, 2019).

Task 3 System Modeling (Amended Task)

As a result of design modification requests from the permitting agencies (WDNR and Dane County), BC conducted additional WinSLAMM and XPSWMM modeling to size and evaluate the performance of alternative stormwater facility layouts.

Additionally, with the evolution of the project, the in-stream diversion structure and perimeter berm of the facility will be classified as a regulatory dam. Design of the dam related components will be completed by another engineering firm (AECOM).

AECOM will:

- update the existing XPSWMM model. As part of the initial modeling started under the original scope of services, discrepancies were found in the areas included in the WinSLAMM and XPSWMM models, and the GIS data available to BC. AECOM will solely be responsible for preparation of the hydrologic and hydraulic report for the dam. The areas of discrepancies will be investigated and verified by AECOM in the process.
- evaluate and modify outlet structure parameters and resulting flows as part of the dam permit and operation strategy (See Task 12). Includes consideration of primary outlet structure, dam spillway, auxiliary spillway, and downstream channel modifications that may be required as part of the dam design.
- develop a hydrologic and hydraulic report.

BC will:

- provide current XPSWMM and WinSLAMM models to AECOM for use in preparation of

- the hydrologic and hydraulic report for the dam. Modeling work completed to date will be summarized.
- provide conceptual stormwater facility design layout and information to AECOM for use in design and modeling of the dam.
 - coordinate with AECOM on modification to the conceptual design.
 - update WinSLAMM water quality modeling for the stormwater facility based on updated drainage area information and design modifications as a result of the modified hydrology and conceptual design.

Task 4 Construction Drawings (Amended Task)

As part of the original scope of services, BC updated the conceptual design drawing for the project. As part of discussions with the permitting agencies regarding the conceptual design drawing, the WDNR and Dane County identified recommended modifications to the proposed project to minimize the potential for thermal impacts to downstream cold-water fisheries.

BC prepared two additional conceptual designs, and associated display figures, for discussion and review with City, WDNR, and Dane County staff.

Task 9 Channel Classification Support (New Task)

BC researched and collected data to provide to the WDNR to facilitate a determination of the classification of the Lincoln Street channel. As part of this effort, BC:

1. Gathered and reviewed available data as identified below to justify the channel classification as “intermittent.” Data sources are:
 - a. Photos (from past permit applications, construction projects, and other sources).
 - b. Field notes from past construction projects (2013 & 2017 Lincoln Street Channel work, Lincoln Street Culvert replacement, City Hall construction).
 - c. Past permit applications.
 - d. Historical maps, plans, aerial photos available from Dane County’s online sources.
2. Prepared a technical memo summarizing the data and recommending a channel classification for submittal to the WDNR.
3. Attended one agency meeting with the City to discuss any questions and findings.

Task 10 Dane County Urban Water Quality Grant Application (New Task)

BC will prepare a Dane County Urban Water Quality Grant Application for the 2020 application cycle.

The City will be responsible for preparing the “Financial Capacity” components of the grant application.

Task 11 Groundwater Mitigation System (New Task)

Initial geotechnical investigations indicate high groundwater is present at the site. A groundwater mitigation/dewatering system will be designed, and construction drawings and specifications will be prepared by another engineering firm (AECOM).

AECOM will:

- coordinate with SES for any additional geotechnical investigations and testing necessary to design the system.
- provide separate plan drawings and specifications, with appropriate professional engineer’s seals to the City as required.
- coordinate groundwater testing and permitting of the collection system to discharge to surface waters (if applicable).

BC will:

- budget time for one additional meeting to meet with AECOM to coordinate design issues and provide necessary information so that AECOM can conduct the design.
- incorporate references to the underdrain system as being designed and specified by AECOM into plan and specification documents. (Information shown on BC plan sheets relating to the underdrain system will be for informational and clarification purposes only and will reference the plan drawings provided by AECOM.)
- support the groundwater mitigation design by communicating with WDNR contacts familiar with the project to request information regarding any required groundwater testing and / or permitting associated with the construction of the groundwater mitigation system. (Any subsequent field investigations or permit applications required will be conducted by AECOM, or others.)

Task 12 Dam Design and Permitting (New Task)

Project meetings and correspondence with the WDNR have identified that the diversion structure for conveying water from the Lincoln Street channel into the stormwater facility will be classified as a dam. The initial scope of work for this project assumed that that structure would not be classified as a dam. The dam design, permitting, and preparation of construction drawings and specifications will be prepared by another engineering firm (AECOM). The dam design will include dam areas, primary and auxiliary spillways, primary outlet structure, and downstream channel modifications/energy dissipation for dam spillways.

AECOM will:

- coordinate with SES for any additional geotechnical investigations and testing necessary to provide design details and permitting related to the dam, spillway, and/or discharge structures.
- provide separate plan drawings and specifications, with appropriate professional engineer's seals to the City.

BC will:

- budget time for one additional meeting to meet with AECOM to coordinate design issues and provide necessary information so that AECOM can conduct the design.
- provide conceptual stormwater facility design layout and information to AECOM for use in design of the dam and BC will communicate with AECOM during the design of the dam.
- incorporate references to the dam components as being designed and specified by AECOM into plan and specification documents. (Information shown on BC plan sheets relating to the dam will be for informational and clarification purposes only and will reference the plan drawings provided by AECOM.)

Assumptions:

The scope and budget for this project were developed based on the assumptions included as part of the original Contract. In addition to, the following conditions and assumptions.

1. The client agrees to enter into direct contracts with AECOM and SES as required to complete the scope of services.
2. AECOM is responsible for design of the groundwater mitigation system as noted in the scope of services. BC can rely on the provided information without independent review and verification.
3. AECOM is responsible for design of the dam and associated spillway/discharge structures, preparation and submittal of the WDNR New Dam Construction permit

application and related analyses as noted in the scope of services. BC can rely on the provided information without independent review and verification.

4. BC shall have no responsibility for the adequacy of the design and performance of the groundwater mitigation system and dam as designed and specified by AECOM.
5. Additional geotechnical investigations required for design of the groundwater mitigation system or dam will be conducted under a separate contract by the City. All coordination of geotechnical investigations associated with these tasks will be performed by AECOM.

Project Schedule:

Extend project schedule to March 31, 2021. BC will prepare draft plans and specifications at the 60% and 90% submittal stages in accordance with the original contract. The interim submittals will be delivered based on the following schedule.

- 60% plans, specifications, and draft permit submittal will be provided no later than August 17, 2020.
- 90% plans and specifications will be provided no later than December 9, 2020.
- Final construction documents will be provided no later than January 15, 2021.

The above referenced submittal dates are contingent upon timely delivery of information from outside parties; including other consultants, permitting agencies, and the City of Verona.

Project Budget:

BC proposes to perform the work as described in the Amendment #1 Scope of Services on a time and materials basis for a fee not to exceed \$35,470. A detailed breakdown by task is provided below, however individual task budgets may vary so long as the total budget is not exceeded without express written agreement from the City.

BC will invoice monthly on a time and materials basis at the hourly labor rates in effect at the time the services are provided up to the agreed upon project budget amount. BC reserves the right to escalate billing rates annually.

Task	Task Description	Added Labor Hours	Added Budget
1	Project Management and Meetings (Amended Task)	27	\$4,770
3	System Modeling (Amended Task)	33	\$4,900
4	Construction Drawings (Amended Task)	23	\$3,620
9	Channel Classification Support (New Task)	26	\$4,650
10	Dane County Urban Water Quality Grant Application (New Task)	32	\$4,840
11	Groundwater Mitigation System (New Task)	41	\$5,670
12	Dam Design and Permitting (New Task)	52	\$7,020

Original contract amount: \$ 108,800
Amendment #1: \$ 35,470
 Amended Contract Amount: **\$ 144,270**

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this May 26, 2020, is by and between City of Verona, a Wisconsin Municipality, (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** (“Deliverables”) in accordance with the schedule (“Project Schedule”).

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

4. NOTICE All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

111 Lincoln Street
Verona, WI 53593
Attn: Theran Jacobson, Public Works Director

TO AECOM:

1350 Deming Way, Suite 100
Middleton, WI 53562
Attn: Carla Fischer, Project Manager

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way

related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise

agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

22. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT

24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

28. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

29. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. ORDER OF PRECEDENCE

- Executed Change Orders
- Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
- Design Engineering Services Agreement Articles 1 through 30 and 32
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents

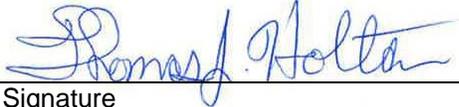
31. SPECIAL TERMS AND CONDITIONS

None

32. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: City of Verona



Signature

Signature

Thomas J. Holtan, PE

Luke Diaz

Printed Name

Printed Name

Associate Vice President

Mayor

Printed Title

Printed Title

May 21, 2020

Date

Date

Address
1350 Deming Way, Suite 100
Middleton, WI 53562

Signature

Ellen Clark

Printed Name

City Clerk

Printed Title

Date

Address
111 Lincoln Street
Verona, WI 53593

)

(End of page)

EXHIBIT A

SERVICES

Services:

The City of Verona is planning to construct a regional stormwater basin just south of City Hall. The basin will divert low flows from the Lincoln Street Channel to provide water quality benefits to a developed watershed within the City. The overall design of the Lincoln Street Detention Basin is being designed by Brown & Caldwell (BC). During design, some site specific challenges have arisen that require AECOM's support including: 1) updating the Lincoln Street Detention Basin watershed in the City-wide hydrologic and hydraulic (H&H) modeling, 2) preparing design documents for groundwater mitigation/dewatering system, 3) preparing design documents and permits for embankments classified as dams. (When Brown & Caldwell (BC) or Soil Engineering Services (SES) are referenced it is not intended to be a thorough detailing of their respective scopes of work for the project but is provided for reference and context with respect to AECOM's scope of work.)

The tasks listed below are numbered to coordinate with BC's amendment for consistency.

Task 1 Project Management and Meetings

- Review budget and schedule, coordinate staff, and perform invoicing.
- Up to three (3) design coordination meetings are anticipated to be held with City and BC via video conference:
 - Kickoff meeting to coordinate design issues and provide necessary information so that AECOM can perform the H&H modeling, underdrain design, and dam design and permitting.
 - Review comments on the 60% design documents.
 - Review comments on the 90% design documents.

Task 3 System Modeling

As part of the initial modeling started by BC, discrepancies were found in the areas included in the WinSLAMM and XPSWMM models, and the GIS data available to BC. Additionally, with the evolution of the project, the in-stream diversion structure and perimeter berm of the facility will be classified as a regulatory dam (see Task 12).

AECOM will:

- Review and update the existing XPSWMM 1D and WinSLAMM models and GIS data to resolve discrepancies identified by BC between the models within the Lincoln Street Detention Basin watershed. Up to 24 hours are budgeted for this subtask. Model updates are budgeted to include the items compiled by BC in "Table 4: Comparison of Areas". Because the GIS shapefiles have been regularly updated as part of the City's annual stormwater mapping process, it is assumed that models will be updated to match the GIS shapefiles. Specifics such as curve numbers and time of concentration are not expected to need updating and not included in this scope of work. Redelineation of the overall watershed and subwatersheds is not included as part of this subtask. If redelineation of City GIS subwatersheds is required, that can be added as an amendment to this agreement.
- Once the existing XP-SWMM 1D model and GIS data is consistent, AECOM will evaluate and modify outlet structure parameters (provided by BC with conceptual design) and resulting flows as part of the dam permit and operation strategy (See Task 12) in XPSWMM 1D. This includes consideration of primary outlet structure, dam spillway, auxiliary spillway, and downstream channel modifications that may be required as part of the dam design.
- Model "dam failure analysis" to analyze downstream impacts of dam failure.
- Summarize H&H analyses completed for the dam design as part of the Project Design Report, as detailed in Task 12.

BC will:

- Provide current XPSWMM 1D and WinSLAMM models as well as GIS data to AECOM for use in preparation of the H&H report for the dam. Modeling work completed to date will be summarized including any identified area discrepancies.
- Provide conceptual stormwater facility design layout and information to AECOM for use in design and modeling of the dam.
- Coordinate with AECOM on modification to the conceptual design.
- Once the WinSLAMM model is consistent with the XPSWMM 1D model, update WinSLAMM water quality modeling for the stormwater facility based on updated drainage area information and design modifications as a result of the modified hydrology and conceptual design.

Task 11 Groundwater Mitigation System

Initial geotechnical investigations indicate high groundwater is present at the site. Additional analysis of the impacts of the groundwater elevation are necessary to determine what if any the impacts will be on the design of the proposed stormwater basins. The design of a groundwater underdrain system may be required to facilitate the operation of the proposed basins as currently designed. It is AECOM's understanding that an independent geotechnical firm has been engaged by the City. AECOM will provide a recommended scope of services for a field and laboratory program if necessary. This work will be directly contracted by the City for implementation.

AECOM will:

- Review the currently available geotechnical and groundwater data available for the project site, including 8 soil borings and 3 groundwater monitoring wells and corresponding data by SES and BC dated July 29-31, 2019.
- Develop a scope of work for supplemental field and laboratory testing program including groundwater elevation monitoring if needed.
- Prepare a Geotechnical Report at 30% design summarizing the results of the review of the geotechnical and groundwater data and provide recommendations for groundwater mitigation strategies for the site and seepage and stability analysis (detailed in Task 12).
- Prepare 60%, 90%, and Final design for implementation of the preferred groundwater mitigation alternative, including calculations, drawings and specifications. AECOM's documents will be provided to BC for inclusion in the full contract documents. Design is assumed to include preparation of three-dimensional surfaces and pipe networks in Autodesk Civil 3D below the pond liner. Documents will include:
 - Plan Sheets (4 sheets total)
 - Specifications (up to 3 sections)
 - Opinion of Probable Construction Cost
- Provide bidding support. Answer questions during bidding and prepare one amendment.

BC will:

- Support the groundwater mitigation design by communicating with Wisconsin Department of Natural Resources (WDNR) contacts familiar with the project to request information regarding any required groundwater testing and / or permitting associated with the construction of the groundwater mitigation system.

Task 12 Dam Design and Permitting

Project meetings and correspondence with the WDNR have identified that the diversion structure for conveying water from the Lincoln Street channel into the stormwater facility, the berm around the south and east sides of the basin, and the outlets from the basin will all be classified as a dam. The dam design, permitting, and preparation of construction drawings, specifications, and opinion of probably construction cost for insertion into BC contract documents will be prepared by AECOM as detailed below.

AECOM will:

- Hold one (1) pre-application meeting with WDNR and US Army Corps of Engineers via video conference to identify requirements for designing an approvable project.
- Review available geotechnical investigation information. Coordinate with SES for additional geotechnical investigations and testing necessary to provide design details and permitting related to the dam, spillway, and/or discharge structures. City to contract directly with SES to obtain this data, if needed.
- Prepare 60%, 90%, and Final design for dam areas, primary and auxiliary spillways, primary outlet structure, and downstream channel modifications/energy dissipation for dam spillways. AECOM's documents will be provided to BC for inclusion in the full contract documents. Documents will include:
 - Plan Sheets
 - Plans and construction details identifying dam areas and cross sections, primary and auxiliary spillways and cross sections, primary outlet structure, and locations of energy dissipation in outlet channel (4 sheets total)
 - Erosion Control (EC)—Coordination with BC on permanent and temporary EC measures related to the dam. BC to show EC measures on their plans.
 - Specifications (up to 4 sections)
 - Opinion of Probable Construction Cost
- Prepare seepage and stability analysis for embankments and dam failure analysis (H&H for this included in Task 3).
- Prepare Project Design Report documenting narrative description of the project, hydrologic/hydraulic analyses (anticipated scope documented in Task 3), stability analysis, and dam failure analysis including proposed dam hazard rating and protection measures. As part of Project Design Report, prepare estimated itemized cost information for the project and future maintenance to confirm financial assurance (City to provide proof documentation as noted in assumptions). Project Design Report will be submitted at 60% (draft document) and 90% (final document) submittals.
- Prepare WDNR Waterway and Wetland Individual Permit Application "Dam – New Construction" via WDNR e-permitting WAMS site. Three (3) hard copies of Dam Permit attachments will be submitted to the DNR. Specifically, AECOM will:
 - Prepare "Water Resources Application for Project Permits (WRAPP)" (Form 3500-053)
 - Visit project site and take photographs that show the on-the-ground conditions of the existing project area. Label photos to illustrate where the dam and flowage will be located and provide reference points.
 - Prepare site map using the WDNR Surface Water Data Viewer (SWDV) that illustrates the location and perimeter of the project site and its relationship to nearby water resources (e.g. lakes, rivers, streams, wetlands), major landmarks, and roads. Include Wisconsin Wetland Inventory, FEMA floodplain, and NRCS soils layers.
 - Prepare exhibit showing riparian owners list including the names and addresses of the adjacent property owners.
 - Include Project Design Report (as detailed above).
 - Include design documents (as detailed above and in Task 11). BC to provide pertinent design documents for the overall basin design.
 - Submit the abbreviated Endangered Resources (ER) Review via the Natural Heritage Inventory (NHI) Public Portal prepared by BC.
- Prepare City of Verona Erosion Control permit.
- Provide bidding support. Answer questions related to AECOM designed facilities during bidding and prepare one amendment.

BC will:

- Provide stormwater facility design layout and information to AECOM for use in design of the dam-related elements.
- Provide abbreviated ER Review to AECOM for submission of the permit.
- Prepare overall project contract documents including plans, opinion of probable construction cost, and specifications for all items related to construction of the detention basin with the exception of the groundwater mitigation system (below the clay liner) and dam elements. Maintenance access and erosion control plans for the detention basin and dam-related elements will be designed by BC.

Incorporate AECOM's plans, opinion of probable construction cost, and specifications for the groundwater mitigation system and dam-related elements into the contract documents.

Assumptions:

The scope and budget for this project were developed based on the following conditions and assumptions.

1. The client agrees to enter into direct contracts with BC and SES as required to complete the scope of services.
2. AECOM shall have no responsibility for the adequacy of the design and performance of the stormwater detention system as designed and specified by BC and may rely on documents provided by BC without review or verification. It is assumed that the detention basin design will consist of finalizing the configuration shown in "Figure 4 – Extended Dry Detention Conceptual Plan" dated 9/12/19 by BC, with no major changes to footprint, depths, and volumes.
3. The project schedule assumes that the existing boring and groundwater monitoring wells are sufficient and no additional data is required. Should additional boring or groundwater monitoring data be required, the schedule may need to be adjusted.
4. Should additional geotechnical investigations be required for design of the groundwater mitigation system or dam, they will be conducted under a separate contract by the City.
5. City is responsible for providing accurate, up-to-date existing topographic and utility survey in Civil 3D format. No post-processing of data, no additional survey, nor easement preparation is included in this scope of work.
6. No utility coordination is included in this scope of work.
7. AECOM assumes no environmental impacts are present in the groundwater in the vicinity of the project site.
8. No permit is required for the groundwater mitigation system.
9. No wetland permits nor DNR NOI permit are included in this scope of work.
10. No regional groundwater modeling will be completed.
11. WDNR dam permit is expected to take three months for initial review.
12. WDNR will prepare public notice for dam permit. City will publish in local newspaper. It is assumed that no Public Hearing will be required.
13. City will record the WDNR Dam Plan Approval with the Dane County Register of Deeds within 30 days of approval.
14. No Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required for the project or included in this scope of work.
15. ER Review will be provided by BC. A full Endangered Resources (ER) Review will not be required for the project.
16. No archeological or historical screenings are included in the scope. If either of these are determined necessary during the project, an amendment can be made to the scope and fee or the City can contract separately for these services by a third party.
17. City to pay all permit application fees.
18. City to provide proof of financial responsibility demonstrating the ability to operate and maintain the dam in good condition for a period of at least 10 years.
19. City to coordinate with affected landowners (Dane County) and will provide ownership documentation (i.e. copy of deed, land contract) and easement documentation from Dane County for construction and access of basin and dam and a flowage and flooding easement from the affected property owner(s).
20. Temporary coffer dam design is not included. If temporary coffer dams are required for construction, the design can be added via a contract amendment.
21. Up to 2 AECOM staff to attend design coordination meetings.
22. The majority of the project work is anticipated to be completed in 2020 utilizing 2020 labor rates. If the project is delayed to 2021 or beyond, labor rates would be expected to increase by 3% per year.
23. BC to prepare surfaces in Civil 3D to the bottom of the pond liner.

Schedule:

July 17, 2020 –Groundwater Mitigation System Alternatives Analysis (assumes geotechnical data is complete as-is)
August 3, 2020 – System Modeling
August 21, 2020 – 60% Plans and Specifications, Dam Permit
December 4, 2020 – 90% Plans, Specifications, Opinion of Probable Construction Cost
January 15, 2021 – Final Plans, Specifications, Opinion of Probable Construction Cost

Deliverables:

Updated and consistent XPSWMM 1D model, WinSLAMM model, and GIS data
Geotechnical Report summarizing groundwater mitigation alternatives
1 digital copy of the 60% Plans and Specifications to BC for inclusion in Contract Documents
1 digital copy of the 90% Plans, Specifications, and Opinion of Probable Construction Cost to BC for inclusion in Contract Documents
1 digital copy of the Final Plans, Specifications, and Opinion of Probable Construction Cost to BC for inclusion in Contract Documents
1 digital DRAFT Project Design Report submitted with 60% design documents
1 digital FINAL Project Design Report submitted with 90% design documents
1 digital copy of WDNR Waterway and Wetland Individual Permit Application “Dam – New Construction”

AECOM Project Manager

Name	Carla Fischer
Title	Project Manager
Address	1350 Deming Way, Suite 100, Middleton, WI 53562
Phone Number	608-828-8128
Email Address	Carla.Fischer@aecom.com

Client Project Manager

Name	Theran Jacobson
Title	Director of Public Works
Address	410 Investment Court, Verona, WI 53593
Phone Number	608-848-6801
Email Address	Theran, Jacobson@ci.verona.wi.us

(End of page)

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Choose one of the following types of compensation by marking the applicable "[]":

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ 65,080). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Other: *Insert other type of compensation if that type is not listed above. Any additional types of compensation require Contract Reviewer/Analyst's approval.*

--

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

INTENTIONALLY OMITTED	\$
-----------------------	----

2.2 OTHER HOURLY LABOR RATE CATAGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM .

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ___ 20___ between _____ (“Client”), and _____, a _____ corporation, (“AECOM”), this Change Order, with an effective date of _____, 20___ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

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

--

4. Change in CONSULTANT’s Compensation:

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

- No change to Compensation
- Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of \$_____. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum \$ _____

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** Cost \$ _____ and Fee \$ _____

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ _____.

5. Project Impact:

--

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

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

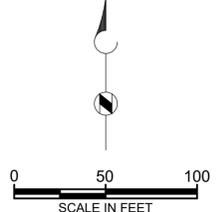
[End of Agreement]



LEGEND

-  945 EXISTING CONTOUR
-  WETLAND BOUNDARY
-  945 PROPOSED CONTOUR
-  PROPOSED WET POOL AREA
-  PROPOSED EXTENDED DRY AREA

FIGURE 4
EXTENDED DRY DETENTION CONCEPTUAL PLAN
LINCOLN STREET DETENTION BASIN
CITY OF VERONA, WI


9/12/19

FIRE DEPARTMENT TRANSITION MANAGEMENT PROPOSAL



PREPARED FOR:
CITY OF VERONA
Dane County, Wisconsin

MAY 6, 2020



Jeffrey R. Roemer, CPM
jroemer@mcmgrp.com
Cell: 920.540.1002
Office: 920.751.4200, ext. 401
1445 McMahon Drive - Neenah, WI 54956

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Section 1: COVER LETTER

May 6, 2020

Adam Sayre
City Administrator
City of Verona
111 Lincoln St.
Verona, WI 53593

Re: Proposal



RW MANAGEMENT

- A McMahon Associates, Inc. Company -

Thank you for the opportunity for RW Management – A McMahon Associates, Inc Company (RW) to submit a proposal to provide Fire Department Transition Management Consulting to the City of Verona. RW is ready to work with the City and the Fire Department by providing a smooth transition to the new fire administration. Management Consulting and Interim Management projects have been a major focus for RW in the last eighteen years. These projects generally require the need to assist with a smooth transition to new fire department administration with the day to day migrations and changes that will take place over the next three – 6 months. Similar RW work in the past has included departments such as the Cities of Green Bay and De Pere, and the Villages of Allouez, Bellevue, Germantown and Suamico and Johnson Creek.

RW is a national and international consulting firm whose focus is on public safety consulting services. The majority of our clients are public sector entities; municipalities, counties, tribes or special districts. Our team of consultants is all senior level staff and are either current or former municipal management practitioners including fire chiefs, police chiefs, EMS directors, emergency management directors and city administrators.

Our process is designed to be all-inclusive and will involve the many stakeholders of the department as well as the Village and surrounding agencies. An important component of our approach is frequent communication with the City Administration. We fully understand the expediency that the current COVID-19 has brought all of us, and we are prepared to provide this important work with the City immediately, enhancing every potential to keep the department moving in the current direction during a very crucial time in public safety.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-841-4778 or by email at jroemer@mcmgrp.com. We look forward to working with you on this important project for the City and the Department.

Respectfully,
RW Management, A McMahon Associates, Inc. Company

Jeffrey R. Roemer

Jeffrey R. Roemer
Public Safety Manager

JRR:lam



Section 2: QUALIFICATIONS

RW is a Wisconsin based consulting public management consulting arm of McMahon Associates, Inc. providing professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. RW consultants have served the needs of several municipalities and emergency services in the United States. RW consultants remain very active with a number of public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- American Society for Public Administration
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- American Academy of Certified Public Managers
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

RW's mission statement is "To provide the highest quality, independent professional public safety consulting, project management and services, as measured by the successful implementation of recommendations and services to our clients." We accomplish this mission by providing a team of professionals committed to the needs and issues of public safety and government. RW's consultants are active practitioners in the public safety area and understand the issues, challenges, standards and responsibilities of public safety and provide proven methods to improve efficiency and effectiveness.



Section 2: QUALIFICATIONS

continued

All of RW's consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, economics and standards. This knowledge allows RW to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated and logical. Project team members are also available throughout the duration of the project.



Our approach to this project requires a clear understanding of the current Fire department organization, staffing, operations, administration, planning, mitigation and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input

In order to perform Fire Department Transition Management and make specific recommendations, it is critical that we receive quality information from officials, staff and members of the City. Accordingly, our approach includes regular meetings with the Fire Chief and City Administration, along with associated agencies that would have valuable information to communicate to the Service.

Practical Recommendations

Our ultimate goal is to provide our client with recommendations that can be used now, and in the future, to improve the efficiency and effectiveness of the Fire Department Administration Transition. These recommendations need to be practical and based on sound practical standards and legal considerations.

Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with the Fire Chief and City Administration.



ASSIGNED STAFF

Personnel assigned to this project are selected from the consultants of RW Management and other personnel who are formally engaged in an ongoing relationship with RW. The project manager supervises the project team and clerical support personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

ROLES AND RESPONSIBILITIES

Personnel assigned to this project are selected from the staff of RW and McMahon Associates, Inc. The project manager supervises the project team and clerical support personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

Project Manager – The project manager will oversee, direct, coordinate and control all work that is done on the project. The project manager will also provide liaison with the client project team, be responsible for the content and quality of the project, make necessary presentations and ensure that the project is completed according to the timeline established.

Mr. Jeffrey Roemer

Mr. Roemer has over 35 years of experience in public safety. Mr. Roemer is a certified public manager and has been providing full time public safety management consulting for the last twenty-one (21) years. He worked as Fire Chief for the City of Menasha from 1995 to 1998, Public Safety Director for the Village of Allouez from 1988 to 1995, and shift commander for the Village of Ashwaubenon for seven (7) years. He has worked on numerous public safety projects for the last fourteen (14) years, as project manager, in communities nationwide. He recently served as the Fire Chief and Emergency Management Director for the City of Green Bay and the City of De Pere, where he had responsibility for all aspects of emergency management including preparedness, response, recovery, and mitigation.

Project Team Members – Project staff is selected for their relevant experience in the service to be provided. Each is assigned with specific responsibilities related with the elements of the project. The work of the project staff is provided to the project manager for review, collation and for interface with the client's project team.

Mr. Kevin Bierce

Mr. Kevin Bierce - Mr. Bierce has been actively engaged in the fire and emergency service operations for the past 25 years including both fire suppression and life safety inspections. He currently serves as Fire Chief for City of Pewaukee, in central Waukesha County in southeastern Wisconsin. The Department is a combination department, fully accredited by Commission of the Fire



Accreditation (CFAI), ISO Class 2 agency delivering both fire and paramedic level response. His primary responsibilities are strategic planning and direction of the organization as it continues its transition to a fully career agency. Mr. Bierce also serves as the MABAS Wisconsin President.

Mr. Robert Whitaker

Chief Whitaker's experience in fire and rescue service spans more than 25 years. He currently serves as the Fire Chief/Administrator for North Shore Fire/Rescue, just outside of Milwaukee, WI. As Fire Chief/Administrator, Mr. Whitaker's responsibilities focus on strategic direction of the organization, fiscal management, information technology and intergovernmental relations between the department and the multiple municipalities served by the organization.

Jeffrey Roemer, CPM Public Safety Manager RW Management

Professional Summary

Mr. Roemer has an extensive background in the Public Safety area. For more than 35 years he has served with municipal governments in various duties, including Fire Chief for the City of Menasha, WI. Before serving with the City of Menasha, he was Public Safety Director (Police, Fire and EMS Chief) for the Village of Allouez, WI. He has worked in nearly all facets of Public Safety, as a Police Officer, Firefighter, and Emergency Medical Technician, and as a supervisor and department head in each of the disciplines.



As Police and Fire Chief, Mr. Roemer was responsible for all activities in the municipal Public Safety environment. He has provided departmental support for planning and implementing



Section 4: PROJECT TEAM

continued

Information Systems, Dispatch Centers, Emergency Operations Centers, Budgeting, Shared Services, and Command Post and ICS operations, along with many other administrative and supervisory duties. His broad knowledge base allows a unique perspective and understanding of the varied requirements found in the municipal environment. Serving at this level of the organization provided Mr. Roemer with the opportunity to recommend, plan and manage change within the organization and often, outside of his organization.

As a Public Safety Consultant, Mr. Roemer has been a project manager for numerous Public Safety related organizational, communication, dispatch center, consolidation, information system, operational, and emergency operation center projects. Mr. Roemer has served as Interim Project Manager and Fire Chief for several agencies in the last 21 years, including the City of Green Bay, Wisconsin. Mr. Roemer also serves as an active member of the International Association of Fire Chiefs, the Wisconsin Society of Certified Public Managers, the American Academy of Certified Public Managers, and the Associated Public Safety Communications Organizations.

Mr. Roemer's knowledge of Public Safety in a municipal setting has gained him recognition both at a local, national and international level. He has served as Secretary-Treasurer to the Great Lakes Division of the International Association of Fire Chiefs, Past President of the Wisconsin Society of Certified Public Managers and numerous other positions with Police, Fire and Rescue Boards and Committees. Mr. Roemer has been recognized as the 2001 "Manager of the Year" by the Wisconsin Society of Certified Public Managers. He currently serves on the State of Wisconsin All Hazards Incident Management Team and the Northeast Wisconsin Regional Incident Management Team. Jeff Roemer also serves on the newly consolidated Western Lakes Fire Department Oversight Board and was voted in as Vice President of the Board.

Education

Northeast Wisconsin Technical College
National Fire Academy
University of Wisconsin
Northwestern University

Associate Degree in Police Science
Executive Fire Officer Graduate
Certified Public Manager
School of Police Staff and Command Graduate

Kevin I. Bierce

Public Safety Specialist

RW Management

Professional Summary

Mr. Bierce has been actively engaged in the fire and emergency service operations for the past 25 years including both fire suppression and life safety inspections. He currently serves as Fire Chief for City of Pewaukee, in central Waukesha County in southeastern Wisconsin. The Department is a combination department, fully accredited by Commission of the Fire Accreditation (CFAI), ISO Class 2 agency delivering both fire and paramedic level response. His primary responsibilities are strategic planning and direction of the organization as it continues its transition to a fully career agency.



Mr. Bierce has served in variety of positions from fire chief to senior building official during his tenure in the fire service. As a senior building official Mr. Bierce was responsible for the integration of the building inspection and fire inspection into joint operation providing code management, inspection and planning. This integration created a more seamless life safety procedure enhancing the community risk management



Section 4: PROJECT TEAM

continued

model. He holds both commercial and residential building certification along with expertise in both flammable and combustible liquids storage. Mr. Bierce has appointed to the Wisconsin Commercial Code Council by the Governor of Wisconsin.

Mr. Bierce draws heavily on his past military experience, Mr. Bierce is a retired military officer with both active and reserve components tours serving in a multitude of positions from company command to Brigade level staff positions, a graduate of both the Officer Advance Courses and the Army Command College. Mr. Bierce Continues to work with the Military in a variety of roles as a Subject Matter Expert in Incident Command and Disaster Response. He has actively served in both the planning and execution of several large-scale training exercises coordinating both interagency responses to variety of both manmade and natural disasters. He is staff trainer for Wisconsin REACT (Regional Emergency All Climate Training) center at Volk Field Wisconsin. He has been appointed by the Governor of Wisconsin as the Fire Representative to the Wisconsin Homeland Security Council.

Mr. Bierce is the Past President of the Waukesha County Chiefs Association, Past President of the Wisconsin State Chiefs and current President of Wisconsin MABAS. He was awarded the Fire Chief of the Year by the Wisconsin State Chiefs in 2017.

Education

University of Wisconsin, Stevens Point
US Army
US Army

Bachelor of Science Degree in Physical Sciences
Officer Basic and Advanced Courses
US Command College

Robert Whitaker Public Safety Specialist RW Management

Professional Summary

Mr. Whitaker has worked in fire, emergency medical and emergency management settings for 27 years. He currently serves as the Fire Chief/Administrator for North Shore Fire/Rescue, just outside of Milwaukee, WI. As Fire Chief/Administrator, Mr. Whitaker's responsibilities focus on strategic direction of the organization, fiscal management, information technology and intergovernmental relations between the department and the multiple municipalities served by the organization.



Mr. Whitaker has worked in a number of roles within the fire and emergency medical/service field. He started his career as a paid-on call firefighter, moving to career firefighter, firefighter/paramedic, Fire Lieutenant, Operations Battalion Chief, Battalion Chief of Training and Emergency Medical Services, Deputy Chief of Administration and now, Fire Chief/Administrator. Throughout his career, he has managed programs that included transition of records management systems, professional development and training for the organization and transition of 911 PSAP and Communications/Dispatch responsibilities to a newly consolidated center.

Mr. Whitaker is an active member of the International Association of Fire Chiefs, Wisconsin Fire Chiefs Association, the Great Lakes Fire Accreditation Managers Association, the International City/County Managers Association, serves as a member of Curriculum Committee for the Wisconsin Fire Chiefs Education Association and as the Secretary/Treasurer of the Milwaukee County Association of Fire Chiefs.



Section 4: PROJECT TEAM

continued

Mr. Whitaker has recently been employed by RW Management Group, Inc. to provide his expertise in public safety consolidation and accreditation. He was involved in the functional consolidation efforts needed to combine the North Shore Fire Departments and Dispatch center. The North Shore Fire Department recently completed the accreditation process of the Commission on Fire Accreditation International (CFAI).

Education

Oklahoma State University
Southern Illinois University

Masters of Science, Fire & Emergency Management
Bachelor of Science, Fire Service Management



Fire Department Transition Management Consulting

1. Department Meetings – Regular meetings will be held with the Fire Chief and Village Administrator, to review the duties and responsibilities of RW and project plan during the term of this project.
2. Management Team – The management team will consist of the RW project team and the Fire Chief and his Chief Officers. This team will meet initially to organize and plan the communications structure, the daily, weekly and monthly work plan, which will be utilized to improve the effectiveness of Fire-Rescue department operations and administration.
3. Reporting – A management summary report will be provided to the City Administrator on a monthly basis. This report will outline the transition management activities and actions that have taken place during the course of this project.
4. Availability – The RW management team will perform project work 18 – 24 hours per month and will provide the ability for direct communications with the Fire Chief on a daily basis.
5. Administration – The management team will manage the department transition plan, mission statement, goals, standard operating guidelines, standards of performance, and discipline procedures.
6. Mentoring – The RW management team will assist and coach the new fire administration with day to day and long-term administrative decisions and planning.
7. Personnel Management – The RW management team will assist the Chief with the selection, promotion, evaluation, scheduling and discipline of the department employees.
8. Legal Compliance – The RW management team will assist the Chief in maintaining compliance with all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards.
9. COVID-19 – The RW management team will assist the Chief with daily briefings, changes and policy implementation relating to the current pandemic issues.
10. Fire Prevention – The RW management team will assist with the training and development related standard operating guidelines to assure adherence to fire inspection regulations, best inspection practices and uniformity throughout the Department.
11. The RW management team will assist with budget review and understanding, in preparation of the upcoming 2021 budget plan, including revision of the capital improvement plan.
12. The RW management team will also provide guidance and assistance with shared services implementation and relations with external agencies.



Section 5: DETAILED WORK PLAN

continued

13. The RW management team would also be available to assist with human resource management as needed by the Department.

Time Period

RW would recommend a minimum of three-month (3) to six-month (6) period of Fire Department Transition Management for the City of Verona. This time period would allow for the needed coordination and administrative assistance that is needed to provide the Department and City with relevant and important administrative and operational assistance and recommendations.



Fire Department Transition Management Consulting –

\$4,000.00 per month (Not-To-Exceed Amount)

Payment Schedule –

Fire Department Transition Management Consulting – Equal Monthly payments. The first payment due within 10 days of signing contract. Remaining payments every 30 days.

RW will complete the work tasks as defined in our proposal for the not-to-exceed amount presented in the proposal. Only if the scope of the project changes would there be any additional hours billed to the project. These changes in project costs would only occur after approval by appropriate City personnel. Either party may terminate the agreement by giving 30 days written notice.



Section 7: RELATED EXPERIENCE

continued

Village of Johnson Creek, WI

RW Management provided interim management and management counsel of the Johnson Creek Fire Department for the last 9 months. RW also provided the Village with an Executive Selection process. Mr. Roemer also served as the Village Emergency Management Director during this time period. RW is currently providing the Village with Transition Management Services.

Contact: John Swisher
Village President
125 Depot Street
Johnson Creek, WI 53038
Phone 920- 699-9380

City of Green Bay, WI

RW Management Group provided long term management of the Green Bay Fire Department for a period of almost four years. Jeffrey R. Roemer served as Fire Chief from April of 2008 until December 31, 2011. Chief Roemer also provided the City with an Executive Selection process and multiple Assessment Centers for promotions, which included training department personnel as assessors. Mr. Roemer also served as the City Emergency Management Director during this time period and established a joint Emergency Operations Center with the County and wrote an Emergency Operations Plan for the City.

Contact: City of Green Bay
100 N. Jefferson
Green Bay, WI 54301
Phone 920-448-3005

Village of Germantown Fire Department – Germantown, Wisconsin

RW completed management counsel and provided the Interim Fire Chief assistance with reorganizing the department and correcting and implementing staffing changes. This project involved extensive organizational changes to correct issues and help with providing an approved course of action for the new fire administration.

Contact: Steven Kreklow
Village Administrator
Germantown, WI 53022
Phone: 262-250-4775

Door County – Sturgeon Bay, Wisconsin



Section 7: RELATED EXPERIENCE

continued

RW provided interim services as Emergency Services Director and Emergency Management Director for the County of Door. This position had the responsibility for all Emergency management Services and coordination in the County, along with providing administration for Emergency Medical Services throughout the entire County.

Contact: Ken Pabich
County Administrator
421 Nebraska St.
Sturgeon Bay, WI 54235
Phone: 920-746-2552

City of De Pere, Wisconsin

RW recently provided interim management as a Fire Chief and Emergency Management Director for the City of De Pere Fire Rescue. This position will also include a complete evaluation of the Fire-EMS Department with recommendations for the makeup and organization of the current department. RW also assisted the City with the executive selection process for the permanent Chief.

Contact: Larry Delo, City Administrator
335 S. Broadway
De Pere, WI 54115
Phone: 920-339-4044

Milwaukee Regional Medical Center – Wauwatosa, Wisconsin

RW is currently providing Public Safety Management Counsel for the Milwaukee Regional Medical Center (MRMC). This is a major medical complex in the metro Milwaukee area, that is in the process of taking over ownership and full public safety responsibility from Milwaukee County. Jeff Roemer currently serves as the Public Safety Consultant on this project.

Contact: Robert Simi
Executive Director
8700 W. Watertown Plank Rd.
Wauwatosa, WI 53226
414-778-4570





AGREEMENT
For PROFESSIONAL SERVICES

City of Verona
Attn: Fire chief Dan Machotka
101 Lincoln St.
Verona, WI 53595

Date: May 15, 2020

McM. No. VO542-4-20-00107.00

PROJECT DESCRIPTION:

Public Safety Management Consulting – Fire Department Transition Management

STATEMENT OF UNDERSTANDING:

Professional Consulting Services based on The Fire Department Transition Management Proposal dated May 6, 2020.

SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Fire Department Transition Management Consulting Services
- Assist Fire Chief with Fire Department Direction and Transition

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope of Services and fee is based upon the understanding that McMahon will provide the following:

- Public Safety Consulting Services as described in the May 6, 2020 Fire Department Transition Management Proposal
- Project will begin June 1, 2020

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

<input checked="" type="checkbox"/> Lump Sum:	Professional Services:	\$4,000.00 per month
	TOTAL:	\$12,000.00

Payment Schedule:

- ◆ Invoiced monthly starting June 1, 2020

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as follows:

- To be completed by August 31, 2020
- Contract may be extended monthly after August 31, 2020

- Either party may terminate the agreement with a 60-day unilateral termination notice

ACCEPTANCE:

The General Terms & Conditions and The Scope of Services (Defined in The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized to Proceed with The Services.

This Agreement Confirms Our Written Proposal, Dated: May 6, 2019.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

CITY OF VERONA
Verona, Wisconsin
By: _____

(Authorized Signature)

Title: _____

Date: _____

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin
By: _____

Jeffrey R. Roemer, CPM

Title: _____
Public Safety Manager

Date: _____

Please Return One Copy For Our Records
Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



McMAHON ASSOCIATES, INC.

GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours' notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices.

2. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.

3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.

4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

5. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.

6. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.

7. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.

**ANNEXATION AGREEMENT
GUST AND MORK PROPERTIES**

This Annexation Agreement (the “Agreement”) is made this ___ day of _____, 2020, by and among the City of Verona, a Wisconsin municipal corporation (the “City”); VH WCP, LLC, a Wisconsin limited liability company (the “Developer”); and the following property owners: Lois Gust, 2062 Range Trail LLC, Brian A. Mork, and Jeanne M. Mork (the “Property Owners”).

RECITALS

- A. On August 5, 2019, a petition to annex (the “Annexation Petition”) the property described in and shown on Exhibit A (the “Property”) was filed with the City by the Property Owners, which own all of the land within the Property.
- B. The Annexation Petition was voluntarily filed by the Property Owners.
- C. It is anticipated that the Property will be sold to the Developer in two phases, and that the Developer will develop the Property.
- D. The annexation and development of the Property are consistent with the City’s Comprehensive Plan and the City’s Intergovernmental Agreement with the Town of Verona, are necessary to provide urban services to the proposed development, and enhance the value of the land for future development.
- E. The annexation and development of the Property are beneficial to the City if accomplished in accordance with the terms of this Agreement in that such annexation and development will increase the City’s tax base; provide lands for needed growth of the City; permit the sound planning and development of the Property; and otherwise promote the general welfare of the City.
- F. The parties desire that the Property be annexed into the City in a manner that minimizes the cost of development to City taxpayers and that complies with the City’s Comprehensive Plan, the City’s Official Map, and all City ordinances, rules, regulations and policies.
- G. To induce the City to annex the Property and take other actions contemplated by this Agreement, the Developer and the Property Owners agree to dedicate land for

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

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

P.L.N.

See Exhibit A

on-site and off-site improvements, and the Developer agrees to pay certain costs for on-site and off-site improvements.

- H. The Developer and the Property Owners recognize the many advantages and benefits of annexation, particularly in regard to the City's ability to provide the full range of urban services to the Property.
- I. The Developer and the Property Owners recognize that, upon enactment of the annexation ordinance, they and any successor owners of the Property will receive the benefits of City services, including but not limited to, snow removal, garbage removal, street cleaning, emergency services protection, and other necessary or expected services received by City property owners.
- J. The annexation and development of the Property will require that certain public improvements be planned and made which will serve the Property.
- K. The Verona Plan Commission conducted a public meeting on September 3, 2019 to consider the proposed annexation of the Property, and after careful review, has recommended to the Common Council that the Property be annexed.
- L. The annexation and development of the Property for the zoning uses described below are in compliance with the City's Comprehensive Plan and will promote the sound planning and development of the City.
- M. The parties acknowledge that they enter into this Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions and liabilities which will arise in the event the annexation proceeds.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals.

The representations and recitations set forth in the foregoing paragraphs 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.

2. Annexation.

- a. The Annexation Petition was voluntarily filed with the City Clerk by the Property Owners, and requests annexation of the Property to the City.
- b. This Agreement is made pursuant to and in accordance with the provisions of Wis. Stat. §§ 62.11, 62.23 and 66.0217.
- c. Prior to the execution of this Agreement, the Developer paid to the City \$15,111.25 as reimbursement for payments the City is required by law to pay the Town of Verona as a result of the annexation of the Property. The City and the Developer agree and acknowledge that the Town of Verona is currently re-assessing its taxable property and that the \$15,111.25 payment is an estimated amount due. After the Town concludes its re-assessment, the actual amount due will be known, and at that time the City and the Developer will true-up the payment. If the actual amount due is less than \$15,111.25, the City shall return the difference to the Developer. If the actual amount due is greater than \$15,111.25, the Developer shall pay the difference to the City.

3. **Zoning.**

- a. Temporary Zoning. When the annexation becomes effective, the Property will be temporarily zoned Rural Agricultural (RA-35), pursuant to section 13-1-61 of the City Zoning Code.
- b. Final Zoning of Development. The Developer and the Property Owners agree that prior to consideration for approval of a final plat or certified survey map for any portion of the Property, the Developer and/or the Property Owners shall request that the Property be rezoned to be consistent with the uses identified in the City's Comprehensive Plan.

4. **Development of the Property.**

- a. Property Ownership. As noted in the Recitals, it is anticipated that the Developer shall purchase the Property from the Property Owners in two phases, and that the Developer shall develop the Property. Nothing in this Agreement shall bind the Property Owners to incur any costs related to the development of the Property, assuming the Property Owners do not develop the Property themselves. However, the Property Owners agree and acknowledge that, no matter what party or parties develop the Property, the Property, including the development of the Property, shall be subject to the terms and conditions of this Agreement.

- a. Preliminary and Final Plat. The Developer agrees and acknowledges that the Property shall be developed consistent with this Agreement, the City's Comprehensive Plan, and the City's land division, zoning, storm water, building and other applicable regulations.
- b. Development Agreement. The Developer agrees and acknowledges that development of the Property shall not occur until one or more development agreements for each phase described below on terms and subject to conditions satisfactory to the City and the Developer, in the exercise of their judgment and discretion, is/are executed that, among other things, incorporates the terms and conditions of this Agreement.
- c. Plan Submittals. The Developer shall submit the preliminary and final plats or certified survey maps and rezoning requests to the City at such time as is determined by the Developer in its sole discretion, but in no event shall the final plat or certified survey map applications be submitted prior to the submission of the rezoning request. The City expressly reserves the right to conditionally approve a rezoning request on the condition that the final plat submitted by the Developer conforms to the preliminary plat.
- d. Phased Development.
 - (1) The Developer agrees that the development of the Property shall be completed in phases. The start of the first phase, and any further phases thereafter, shall be as specified in the first and any subsequent development agreements between the Developer and the City, which shall be mutually agreed upon by the Developer and the City in their judgment and discretion. The nature of the public improvements to be constructed in Phase 1, and in any future phases, shall be specified in the development agreements.
 - (2) Subject to change approved by the City and the Developer, the parties expect the first phase of the development to occur on the northerly portion of the Property and to consist of twenty-six (26) single-family residences and eighteen (18) twin homes. Subject to change approved by the City and the Developer, the parties expect the second phase of the developer to occur in the middle portion of the Property and to consist of approximately thirty-three single-family residences.
 - (3) Following the first and second phase as described above, the Developer shall not develop more than 60 detached single-family

residential lots during a rolling 2-year period, except that the Developer may bank unsold detached single-family residential lots from prior years and sell the banked lots in subsequent years in addition to the 60 detached single-family residential lots otherwise permitted to be sold during a rolling 2-year period. Each phase of development shall require a separate development agreement. For each separate development agreement, the appropriate City fees shall be paid by the Developer.

- e. Trail and Park Improvements. In addition to complying with City ordinances applicable to trail and/or park improvements, dedications or fees, the Developer shall grade all parkland in such a way as to ensure proper drainage and suitability for park use, pursuant to plans approved by the City and provided for in one or more development agreements between the City and the Developer.

Outlots 1 and 2 on the Plat shall be conveyed by the Developer and Property Owner to the City by warranty deed, free and clear of all liens and encumbrances, other than municipal zoning ordinances, covenants, restrictions, and easements of record, and general taxes for the year of closing. The conveyance shall occur no later than June 10, 2020. The Developer shall receive parkland credit for the land contained in Outlots 1 and 2.

- f. Storm water. The storm water improvements constructed by the Developer shall meet all City of Verona requirements at time of development.

- g. Miscellaneous. The Developer shall:

- (1) Install and utilize a looping system so that there are two access points for municipal water to the Property upon the completion of the development of the Property.
- (2) Install all water, sanitary sewer, and storm sewer facilities in the street right-of-way or applicable easements or outlots within the Property, per engineering plans approved by the City, as specified in the applicable development agreements between the City and the Developer, on terms and conditions mutually agreed to between them, subject to applicable City Code provisions.
- (3) Take reasonable measures to ensure that retaining walls, fences, decks and other similar structures associated with the residential

homes in the Property do not encroach upon easement rights granted for the operation, maintenance, and improvements of municipal utilities.

- (4) Install mountable curbs on traffic islands within the Property, so that the curbs may withstand snow removal, maintenance, and emergency vehicle use.
- (5) Re-route sanitary sewer facilities through the development that are currently located within an easement on the Property at Developer cost pursuant to plans approved by the City. To the extent the City requires the sanitary sewer facilities to be upsized to benefit the City system, the City shall cover the costs for materials associated with the upsizing.
- (6) Agree that the City will perform a Traffic Impact Analysis (TIA) that will include, but may not be limited to, the intersection of County Highway M and Range Trail. The Developer shall be responsible for paying costs associated with the TIA. The parties shall then use the TIA to determine, among other things, timing of improvements to the intersection of County Highway M and Range Trail; timing of other improvements to County Highway M and Range Trail, if necessary; and cost-sharing, if any, for improvements to the intersection of County Highway M and Range Trail and for improvements to County Highway M and Range Trail.
 - (a) Notwithstanding the preceding terms in paragraph (6) and subject to change by the City and the Developer, the parties expect that the Developer shall make improvements to the east side of Range Trail from the intersection of County Highway M and Range Trail south to Westminster Way during Phase I of the development, subject to plans approved by the City.
 - (b) Notwithstanding the preceding terms in paragraph (6) and subject to change by the City and the Developer, the parties expect that the Developer shall make improvements to the east side of Range Trail from Westminster Way south to the edge of the Plat during Phase III of the development, subject to plans approved by the City.

(c) Notwithstanding the preceding terms in paragraph (6), upon the Developer's acquisition of the Property, or a portion of the Property, the Developer shall pay the City for costs the City incurred related to asphalt improvements to streets within the Cathedral Point Subdivision.

(7) For avoidance of doubt, all parties to this Agreement agree that this Agreement runs with the Property and that the development of the Property, whether developed in whole or in part by the Developer, shall be subject to the terms and conditions of this Agreement.

5. Future Development Activities, Procedures and Agreements.

- a. This Agreement pertains to annexation only. Nothing in this Agreement is intended to relieve, nor should it be construed as relieving, or in any way satisfying other obligations, procedures or requirements pertaining to the future development or division of the Property. The obligations and responsibilities undertaken by the Developer in Section 4 are in addition to all other obligations, procedures and requirements that will pertain to future development or division the Property pursuant to applicable provisions of the City Code.
- b. The entering of this Agreement does not bind the City to approve any land division, rezoning request, or other development activity for the Property, which is not in compliance with City ordinances and plans, or state or federal law.
- c. At the time of any subsequent land division, rezoning or development requests, the Developer agrees to comply with all applicable procedures then required by the City Code, including, but not limited to, entering into a separate agreement for land division improvements acceptable to the City pursuant to the City Code. Among other things, the agreement for land division improvements shall set forth the required dedications and improvements, shall identify the specifications and construction standards for the dedications and improvements, shall establish cost responsibilities, and shall impose financial security requirements for such improvements, all in accordance with the then current provisions of the City Code.

6. Nature, Survival, and Transfer of Obligations.

- a. The benefits of this Agreement to the Developer 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. There is no prohibition on the right of the City to assign its rights under this Agreement.

- b. All obligations assumed and waivers made by the Developer under this Agreement shall run with the Property, and shall be binding on the Developer, on any and all of its heirs, successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property, provided that the City consents to the assignment. Further, the Developer shall:
- (1) Notify the City in writing at least 30 days prior to transferring a legal or beneficial interest in any portion of the Property to a person or entity that is not a party to this Agreement; and
 - (2) Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any person or entity not a party to this Agreement (other than the sale of platted lots); and
 - (3) Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest in the Property to any person or entity that is not a party to this Agreement, the transferee to execute an enforceable written agreement (the "Transferee Assumption Agreement") reasonably satisfactory to the City, under which the transferee agrees to be bound by this Agreement, and to provide the City, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require; provided, however, that the requirements of this section shall not apply to any contract for, or transfer of, an individual lot or group of lots following the recording of a final plat subdividing all or part of the Property, for which lot or lots a development agreement has been executed with the City, and there is no default under such development agreement. The City agrees that after a successor becomes bound to the obligations created in the manner provided in this Agreement and provides the financial assurances required by this Agreement, the obligations of the Developer shall be released to the extent of the transferee's assumption of liability. The failure of the Developer to provide the City with a fully executed Transferee Assumption Agreement reasonably satisfactory to the City and, if requested, with the Transferee's assurances of financial capability before completing the transfer shall result in the Developer

remaining fully liable for all of the their obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

7. **General Provisions.**

- a. Duration. This Agreement shall continue until a written release is signed by the parties.
- b. Warranty. The Property Owners warrant and represent that they own the Property, and that if their ownership interests are subject to a mortgage, they shall obtain the mortgagee's consent to the terms and conditions of this Agreement in a form reasonably acceptable to the City.
- c. Compliance with Applicable Laws. The Developer agrees to observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect that may affect the construction of public improvements. The Developer further agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Developer's failure to comply with an applicable federal, state or local law, regulation or ordinance.
- d. City Fees. Pursuant to the Pre-Annexation Review Agreements executed by the Developer with the City, the Developer shall pay to the City all legal, engineering, and other consulting or administrative fees, costs and expenses incurred or accrued in connection with the review and processing of plans for the annexation of the Property or for the development of the Property and in connection with the negotiation, preparation, consideration and review of this Agreement. The fees include, but are not limited to, fees already paid by the City for an urban service area amendment application filed with the Capitol Area Regional Planning Commission and additional fees to be applied to the Property when it is included in the Madison Metropolitan Sewerage District service area.
- e. Recording. The City may record a copy of this Agreement or a notice of this Agreement with the Dane County Register of Deeds Office. The recording costs shall be paid by the Developer.
- f. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising

under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.

- g. Indemnification. The Developer hereby expressly agrees to indemnify, defend and hold the City and its officers, employees, and agents harmless from and against all claims, costs and liability of every kind and nature (including reasonable fees for attorneys, consultants, and experts), for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the development site and elsewhere pursuant to this Agreement, except to the extent caused by the willful or negligent act or omission of the City or its officers, employees, agents or contractors. The Developer further agrees to defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Developer, subject to the limitations above. The Developer is not an agents or employee of the City.
- h. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made or valid against the parties.
- i. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement.
- j. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- k. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- l. Severability. If any part of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, and the remaining provisions shall be interpreted, applied and enforced so as to

achieve, as near as may be, the purpose and intent of the Agreement to the greatest extent permitted by applicable law.

- m. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- n. Authority. The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the parties, and that all necessary and enabling resolutions have been enacted.
- o. Effective Date. This Agreement shall be effective commencing on the date indicated in the first paragraph above.
- p. Counterparts. This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized.

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: _____

Property Owners

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN

COUNTY OF DANE

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

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

VH WCP, LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN

COUNTY OF DANE

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

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

Attachment: Exhibit A – Legal Description of the Property

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Part of the NW1/4 of the NW1/4 and the SW1/4 of the NW1/4 of Section 26, T6N, R8E, Town of Verona, Dane County, Wisconsin to-wit:

Commencing at the Northwest corner of said Section 26; thence S89°11'07"E, 920.08 feet along the North line of said NW1/4; thence S00°48'53"W, 50.00 feet to the point of beginning; thence S03°05'38"W, 610.26 feet; thence S00°44'00"E, 702.89 feet; thence S88°45'52"E, 188.77 feet; thence S00°44'05"W, 994.04 feet; thence S89°14'48"E, 174.86 feet; thence S00°44'05"W, 264.15 feet; thence N89°12'16"W, 5.73 feet to the Northeast corner of Lot 1, Certified Survey Map No. 10624; thence N01°39'52"E, 32.07 feet; thence N87°26'45"W, 743.63 feet; thence N87°08'11"W, 350.92 feet to a point of curve; thence Northerly along a curve to the left which has a radius of 4500.00 feet and a chord which bears N01°30'48"W, 414.77 feet; thence N04°09'17"W, 1586.14 feet; thence N18°38'57"E, 535.77 feet; thence S89°11'07"E, 729.29 feet to the point of beginning.

The described parcel contains 12,281,952 square feet (52.386 acres).

Parcel ID Numbers: 062/0608-262-9195-4

062/0608-262-9185-6

062/0608-262-9041-0

062/0608-262-8542-0

UPDATED ORDINANCE NO. 19-947

AN ORDINANCE ANNEXING THE HEREIN DESCRIBED PROPERTY TO THE CITY OF VERONA, DANE COUNTY, WISCONSIN

The Common Council of the City of Verona, Dane County, State of Wisconsin, by at least a two-thirds (2/3) vote of its members, does hereby ordain as follows:

Section 1. Territory Annexed.

In accordance with Section 66.0217 of the Wisconsin Statutes the following described territory contiguous to the City of Verona and located in the Town of Verona, Dane County, Wisconsin is hereby annexed to the City of Verona:

LEGAL DESCRIPTIONS AS SURVEYED
IN THE TOWN OF VERONA, DANE COUNTY, STATE OF WISCONSIN

LANDS TO BE ANNEXED TO THE CITY OF VERONA

Part of the NW1/4 of the NW1/4 and the SW1/4 of the NW1/4 of Section 26, T6N, R8E, Town of Verona, Dane County, Wisconsin to-wit:

Commencing at the Northwest corner of said Section 26; thence S89°11'07"E, 920.08 feet along the North line of said NW1/4; thence S00°48'53"W, 50.00 feet to the point of beginning; thence S03°05'38"W, 610.26 feet; thence S00°44'00"E, 702.89 feet; thence S88°45'52"E, 188.77 feet; thence S00°44'05"W, 994.04 feet; thence S89°14'48"E, 174.86 feet; thence S00°44'05"W, 264.15 feet; thence N89°12'16"W, 5.73 feet to the Northeast corner of Lot 1, Certified Survey Map No. 10624; thence N01°39'52"E, 32.07 feet; thence N87°26'45"W, 743.63 feet; thence N87°08'11"W, 350.92 feet to a point of curve; thence Northerly along a curve to the left which has a radius of 4500.00 feet and a chord which bears N01°30'48"W, 414.77 feet; thence N04°09'17"W, 1586.14 feet; thence N18°38'57"E, 535.77 feet; thence S89°11'07"E, 729.29 feet to the point of beginning.

The described parcel contains 12,281,952 square feet (52.386 acres).

Said parcel is contiguous to the City of Verona, subject to any and all easements and/or right of ways of record. Said parcel contains four (4) electors and has a population of seven (7).

Section 2. Effect of Annexation.

From and after the date of this Ordinance, the territory described in Section 1 shall be a part of the City of Verona, Dane County, Wisconsin for any and all purposes provided by law and all persons coming to or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Verona. Per Chap. 66.0217(14)(a)1 the City of Verona agrees to pay annually to the Town of Verona, for five (5) years, an amount equal to the amount of property taxes that the Town of Verona levied on the annexed territory, as shown on the tax roll under s. 70.65, in the year in which the annexation is final.

Section 3. Temporary Zoning Classification.

Upon recommendation by the Plan Commission, the territory annexed to the City of Verona by this Ordinance is temporarily designated to be a part of the following district of the City for zoning purposes and subject to all provisions of the zoning ordinance of the City of Verona relating to such district classification and to zoning in the City: Rural Agriculture.

Section 4. Voting Districts.

The territory annexed shall be within the following voting districts:

- (a) Aldermanic Districts No. 4
- (b) Wards No. 9
- (c) Dane County Supervisory District No. 32

Section 5. Severability.

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. Effective Date.

This Ordinance shall not be effective and, therefore, the territory described in Section 1 shall not be considered annexed to the City until an annexation agreement is executed. The City Council hereby declares that it would not have adopted this Ordinance without the language and contingencies contained within this paragraph. Following satisfaction of the earlier of the contingencies identified in this paragraph, this Ordinance shall be effective upon publication as required by law.

CITY OF VERONA

Luke Diaz, Mayor

Ellen Clark, City Clerk

Date Adopted:
Date Published:

RESOLUTION R-20-018

RESOLUTION EXTENDING THE DECLARATION OF EMERGENCY IN THE CITY OF VERONA AND THE CONTINUATION OF JOINT EXECUTIVE AUTHORITY

Recitals

- A. At its meeting on April 13, 2020, the Verona Common Council adopted Resolution R-20-015 (the “April Resolution”).
- B. In the April Resolution, the Common Council, among other items: (i) declared a Local State of Emergency in the City of Verona until such time that the State of Wisconsin’s public health emergency declaration is lifted; and (ii) authorized 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.
- C. The State of Wisconsin’s public health emergency declaration has lapsed, or is about to lapse, due to conditions beyond the City’s control.
- D. Notwithstanding the State’s declaration, it is still the case that the 2019 novel strain of coronavirus, known as COVID-19, presents an imminent threat of a disaster that may impact medical care and other critical systems within the City.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Wis. Stat. §§ 323.11 and 323.14(4)(a) and (b), the Common Council of the City of Verona hereby states as follows:

- 1. The Declaration of Local State of Emergency declared in the April Resolution is hereby extended until July 15, 2020.
- 2. All other terms and conditions of the April Resolution shall continue to remain in full force and effect, including, but not limited to, the authorization for 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.

The foregoing resolution was duly adopted by the Verona Common Council at a meeting held on May 26, 2020.

APPROVED:

Luke Diaz, Mayor

Ellen Clark, City Clerk

RESOLUTION R-20-019

**RESOLUTION WAIVING INTEREST AND PENALTIES
ON CERTAIN DELINQUENT PROPERTY TAX INSTALLMENT PAYMENTS
DUE IN 2020 AS A RESULT OF COVID-19**

WHEREAS, a health emergency has been declared in Wisconsin due to the ongoing COVID-19 pandemic; and,

WHEREAS, the COVID-19 pandemic and various emergency health orders issued in response thereto have created financial hardship for City of Verona businesses, families and every taxpayer in the City; and,

WHEREAS, on April 15, 2020, the Wisconsin Legislature enacted 2019 Act 185, which, among other things, authorizes local taxation districts to waive penalties and interest that would otherwise become due on late payments of property tax installments which were due on or after April 1, 2020, provided that the county authorizes such a waiver by resolution; and,

WHEREAS, on May 7, 2020, the Dane County Board adopted its Resolution 2020 RES-020 authorizing all taxation districts in Dane County to waive interest and penalties as provided in 2019 Act 185; and,

WHEREAS, the Dane County Board has determined that all property taxpayers in Dane County are experiencing hardship within the meaning of 2019 Act 185; and,

WHEREAS, the Common Council finds that waiving penalties and interest on late property tax installment payments as authorized by 2019 Act 185 and Dane County resolution 2020 RES-020 will promote the public interest.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to 2019 Act 185, the Common Council of the City of Verona hereby states as follows:

1. The Common Council finds that all property taxpayers in the City have suffered and will continue to suffer financial hardship within the meaning of 2019 Act 185 due to the COVID-19 pandemic and the various federal, state and local governmental rules, regulations, emergency orders and other efforts taken to mitigate its effects.
2. The Common Council hereby waives all otherwise applicable penalties and interest on any installment payment of general property taxes payable in 2020 on property within the City that is due and payable after April 1, 2020, provided that the total amount due and payable in 2020 is paid on or before October 1, 2020. Interest and penalties shall accrue from October 1, 2020 for any property taxes payable in 2020 that are delinquent after October 1, 2020.
3. This Resolution is intended to implement the authority granted by section 105(25) of 2019 Act 185 and Dane County Resolution 2020 RES-020, and shall be interpreted and applied consistent with those enactments.

The foregoing resolution was duly adopted by the Verona Common Council at a meeting held on May 26, 2020.

APPROVED:

Luke Diaz, Mayor

Ellen Clark, City Clerk

**CITY OF VERONA
RESOLUTION NO. R-20-020**

**A RESOLUTION APPROVING THE RELEASE OF DAGREEMENTS BETWEEN
ANOREV, LLC AND THE CITY OF VERONA AND APPROVING A TAX AGREEMENT
BETWEEN THE CITY OF VERONA AND D&D VERONA, LLC**

WHEREAS, the City of Verona has established Tax Incremental District Numbers 6 and 8; and

WHEREAS, the City and Anorev, LLC entered into a agreements on January 16, 2013 for a brewery project; and

WHEREAS, Anorev, LLC currently owns Lots 9 and 10 of the Verona Technology Park and has requested the City release Anorev from agreements so the property can be sold; and

WHEREAS, the City acknowledges the D&D Verona, LLC shall not be obligated to the requirements of the January 13, 2013 agreements and D&D Verona, LLC has agreed to enter into a tax agreement with the City of Verona.

NOW THEREFORE BE IT RESOLVED, that the City of Verona Common Council hereby approves mutual release of the Agreements dated January 16, 2013 and approves the tax agreement with D&D Verona, LLC.

Adopted this _____ day of May, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

CONSENT AND RELEASE AGREEMENT

This Consent and Release Agreement (the “Agreement”) is made this ___ day of _____, 2020, by and between the City of Verona, a Wisconsin municipal corporation (the “City”), and ANOREV LLC, a Wisconsin limited liability company (the “Developer”).

RECITALS

- A. The City has established Tax Incremental District Number 6 (the “District”) for the purpose of encouraging and promoting the development of industry within the City and promoting development consistent with the City’s plans.
- B. On January 16, 2013, the City and the Developer executed two agreements: (1) the Agreement for Land Division Improvements, Brewery Project, Verona, Wisconsin, recorded in the Dane County Register of Deeds Office as Document No. 4856761, and (2) the Tax Agreement recorded in the Dane County Register of Deeds Office as Document No. 4956762 (collectively, the “Brewery Project Agreements”).
- C. Among other things, the Brewery Project Agreements contain terms and conditions that govern Lots 9 and 10, Verona Technology Park, recorded in Volume 58-059A of Plats, pages 313 to 315, as Document No. 3969930, located in the City of Verona, Dane County, Wisconsin (hereinafter, the “Property”).
- D. The Property is located within the District, and is owned by the Developer. The Developer plans to sell the Property to _____ (“_____”).
- E. The City and _____ have executed that certain agreement titled Tax Agreement (the “_____ Tax Agreement”) to govern certain terms and conditions of the development of the Property.
- F. The purpose of this Agreement is (1) for the Developer to acknowledge and consent to the execution of the _____ Tax Agreement and (2) for the City to release the Property from the Brewery Project Agreements.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

City of Verona
Attn: City Clerk
111 Lincoln St.
Verona, WI 53593

P.L.N.

286/0608-261-0309-2
286/0608-261-0410-2

NOW, THEREFORE, for the mutual consideration set forth herein, the City and the Developer agree as follows:

1. _____ Tax Agreement. The Developer expressly consents to the _____ Tax Agreement, and acknowledges and agrees that the City's execution of the _____ Tax Agreement does not violate any of the terms and conditions contained in the Brewery Project Agreements.

2. Releases by the City.
 - (a) The City releases the Developer from its obligations related to the Property under the Brewery Project Agreements. Specifically, the City is releasing the Developer pursuant to Section 4(b)(2) of the Agreement for Land Division Improvements, Brewery Project, Verona, Wisconsin, and from Section 12 of the Tax Agreement, as the Developer's obligations contained in the Brewery Project Agreements apply to the Property.

 - (b) The City releases the Property from the Brewery Project Agreements.

3. Effective date of Agreement; Reversion. This Agreement shall become effective upon execution by both parties. However, if _____ does not acquire the Property from the Developer on or before December 31, 2020, this Agreement shall become null and void.

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

ANOREV LLC

By: John P. Livesey, Manager

By: _____
John K. Livesey, Attorney-in-Fact for John P. Livesey

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this ____ day of _____, 2020, the above-named John K. Livesey, 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)

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

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against Lots 9 and 10, Verona Technology Park, recorded in Volume 58-059A of Plats, pages 313 to 315, as Document No. 3969930, located in the City of Verona, Dane County, Wisconsin (hereinafter, the "Property") consents to the Tax Agreement executed between the City of Verona and _____, and agrees that its interest in the Property shall be subject to the Tax Agreement.

Dated: _____, 2020.

By: _____

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

STATE OF WISCONSIN
COUNTY OF _____

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

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

TAX AGREEMENT

THIS TAX AGREEMENT is entered into as of the _____ day of _____, 2020 (the "Agreement"), by and between the City of Verona, a Wisconsin municipal corporation (the "City"), and _____ ("Developer"), a Wisconsin limited liability company.

RECITALS

A. Developer owns or is anticipated to own Lots 9 and 10, Verona Technology Park, recorded in Volume 58-059A of Plats, pages 313 to 315, as Document No. 3969930, located in the City of Verona, Dane County, Wisconsin (hereinafter, the "Property").

B. The Property is located in Tax Incremental District Number 6 of the City ("District 6") and in Tax Incremental District 8 of the City ("District 8"). For avoidance of doubt, District 8 is an overlay tax incremental district.

C. Developer and the City wish to enter into this Agreement concerning preservation of the taxable status of the Property.

D. The City has provided and shall continue to provide public health, safety, fire and police protection, streets and street maintenance, snow removal, and other governmental services ("Municipal Services") with respect to the Property that are funded by property taxes.

NOW, THEREFORE, in consideration of the recitals, and the mutual promises, obligations and benefits provided under this Agreement, the receipt and adequacy of which are hereby acknowledged, Developer and the City agree as follows:

1. Recitals Incorporated. The recitals stated above are incorporated in this Agreement by reference.

2. Representations and Warranties by Developer. Developer represents and warrants that Developer: (1) is a Wisconsin limited liability company organized and existing under the laws of the State of Wisconsin; (2) is in good standing with the Wisconsin Department of Financial Institutions; (3) has taken all action necessary to enter into this Agreement; (4) has duly authorized the individual signers of this Agreement to do so; (5) is the sole owner of the Property, in fee simple, or anticipates owning the Property, in fee simple; and (6) if Developer owns the Property subject to a mortgage, Developer shall obtain the mortgagee's consent to the terms and conditions of this Agreement in a form acceptable to the City.

Drafted by and after recording return to:

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

286/0608-261-0309-2
286/0608-261-0410-2

Parcel Identification Number(s)

3. Tax Status of the Property. The Property shall be subject to property taxation until the City terminates District 6 and District 8, and shall not be exempt from property taxation, in full or in part, except as required by law during this period. Developer shall take all reasonable actions to assure that the Property shall not be exempt from property taxation, in full or in part, except as required by law. Developer shall not submit any request or application for property tax exemption of the Property, in full or in part, challenge the status of the Property as fully subject to property taxation, or seek any ruling by a court or any statutory change that would entitle the Property to exemption, in full or part.

4. Payment for Municipal Services If Property Becomes Tax Exempt. If in any year (the "Valuation Year") the Property is exempt from property taxation, in full or in part, Developer shall pay the City, as a payment for Municipal Services provided by the City with respect to the Property ("Payment for Municipal Services"), the difference between (1) the amount of property taxes, if any, on the Property, actually received by the City from Developer for the Valuation Year, and (2) the amount of property taxes on the Property that the City would have received for the Valuation Year if the Property were fully subject to property taxation. The City shall send Developer an invoice for the Payment for Municipal Services due. One-half of the Payment for Municipal Services shall be due on January 31 of the year after the Valuation Year. The balance of the Payment for Municipal Services shall be due on July 31 of the year after the Valuation Year. Each payment shall be deemed made when actually received by the City. Any payment made by check shall not be deemed made until the check has cleared all banks. Any amount due that is not paid on time shall bear interest in the same manner and at the same rate as provided by law for unpaid property taxes. The Payment for Municipal Services shall constitute payment for Municipal Services provided with respect to the Property during the Valuation Year. The City and Developer acknowledge and agree that this Payment for Municipal Services would constitute a reasonable and appropriate means of carrying out the intent of the parties and would fairly and reasonably compensate the City for the Municipal Services provided during the Valuation Year.

5. Calculation of Property Taxes As If Property Were Not Exempt. If it becomes necessary to calculate the amount of property taxes on the Property that the City would have received if the Property were fully subject to property taxation, this amount shall be calculated as follows: (1) The fair market value of the Property as of January 1 of the Valuation Year shall be determined, in the same manner as provided by law for property that is fully taxable, by the City Assessor or, if the City Assessor is unable or unwilling to do so, by a competent and impartial appraiser selected by the City in its sole discretion; (2) the fair market value, as so determined, shall be divided by the average assessment ratio for the year for property in the City, as determined by the State of Wisconsin Department of Revenue (for purposes of this Agreement the result shall be the "Equalized Value"); (3) the Equalized Value shall be multiplied by the total "interim rate" from the State of Wisconsin Department of Revenue form PC-202 for the applicable year. The interim rate is obtained by dividing the combined levies from each taxing jurisdiction (the sum of the apportioned levies in column A on form PC-202) by the total equalized value of all taxable property in the City, excluding the value increment of all tax incremental districts in the City (the amount used in column B on form PC-202).

6. Calculation of Property Taxes If Property Valued As Agricultural Property. Developer shall not seek to have the Property, or part of the Property, assessed as agricultural

property, notwithstanding the fact that the Property, or part of the Property, may be used for agricultural purposes by Developer. If for any Valuation Year any part of the Property is assessed as agricultural property for purposes of determining property taxes, Developer agrees that Developer shall pay to the City, as liquidated damages and not as a penalty and as the City's sole remedy for a violation of this section, an amount equal to the reduction in the property taxes due to that part of the Property being assessed as agricultural property and not as a "commercial valuation classification" under Chapter 9 of the Wisconsin Property Assessment Manual issued by the State of Wisconsin Department of Revenue, based on the current zoning of that part of the Property. The payment process identified in Section 4 above shall apply to any payments due to the City by Developer under this Section 6. The obligations under this Section 6 shall terminate when the District is terminated, except that any unpaid amounts due to the City under this Section 6 must still be paid. The City and Developer acknowledge and agree that this Payment for Municipal Services would constitute a reasonable and appropriate means of carrying out the intent of the parties and would fairly and reasonably compensate the City for the Municipal Services provided during the Valuation Year.

7. Binding Effect of Calculation; Dispute Resolution. The amount of any Payment for Municipal Services, determined as provided in this Agreement, shall be binding on Developer unless determined to be excessive in an arbitration proceeding conducted in accordance with chapter 788, Wisconsin Statutes, or any successor statute, by a single arbitrator, chosen by mutual agreement of the City and Developer or, if they do not agree, by the Circuit Court for Dane County, Wisconsin, on application of either party. The arbitrator shall be an assessor or appraiser licensed by the State of Wisconsin with at least ten years' experience in the valuation of commercial property. Any demand for arbitration shall be made within thirty days after an invoice for Payment of Municipal Services is sent by the City to Developer. If a demand for arbitration is not made within that time, the parties shall be deemed to have waived arbitration. The party demanding arbitration shall bear all the costs of arbitration. Chapter 788, Wisconsin Statutes, or any successor statute, shall govern the arbitration proceeding, except that Developer and the City each waive any right to trial by jury. Any other dispute between the parties arising out of, related to, or connected with this Agreement shall be arbitrated in the same manner.

8. Special Charge If Any Required Payment for Municipal Services Is Not Timely Made. Any Payment for Municipal Services that is not made when due shall entitle the City to levy a special charge against the Property for the amount due, plus interest. Developer hereby consents to the levy of any such special charge and waives any right to notice of or any hearing on any such special charge.

9. Indemnification. Developer shall indemnify the City for all amounts of attorneys' fees and expenses and expert fees and expenses incurred in enforcing this Agreement.

10. Remedies. The City shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy any damages under this agreement.

11. Term of Agreement. The term of this Agreement shall begin on the date the Agreement is signed by both parties and shall continue until District 6 and District 8 are terminated by the City.

12. Binding Effect. This Agreement and the obligations and responsibilities contained herein shall run with the Property and shall be binding upon the Developer and its heirs, successors and assigns. Notwithstanding the preceding sentence, if the Property is transferred, sold, or otherwise conveyed by the Developer, the obligations and responsibilities contained in this Agreement shall run with the Property and shall also remain with the Developer, under joint and several liability, except under the following circumstance: prior to the sale or conveyance of the Property, the purchasing party executes an enforceable written agreement satisfactory to the City under which the purchasing party agrees to be bound by the obligations and responsibilities contained in this Agreement, and provides the City with reasonable assurance of the financial ability of the purchasing party to satisfy said obligations. Whether the purchasing party satisfies this requirement shall be determined by the City in its reasonable discretion.

13. Recording. The City may record this Agreement with the Register of Deeds for Dane County. Developer shall pay the cost of recording this Agreement.

14. Entire Agreement; Amendments. This Agreement sets forth the entire understanding between the City and Developer with respect to its subject matter. Any amendment hereto shall be made in writing, signed by both parties.

15. Severability. If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement shall remain in effect.

16. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

17. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement, neither party shall be deemed the drafter of this Agreement for purposes of its interpretation.

18. 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 Developer: _____

To the City: City of Verona
Attn: City Administrator
111 Lincoln Street
Verona, WI 53593

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

19. Governing Law. This Agreement has been negotiated and signed in the State of Wisconsin and shall be governed, interpreted, and enforced in accordance with the laws of the United States and the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF VERONA

By _____
Luke Diaz, Mayor

By _____
Ellen Clark, City Clerk

ACKNOWLEDGMENT

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 acknowledged the same.

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

(NOTARY SEAL)

By: _____, _____

By: _____, _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _____

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

Print name: _____

Notary Public, State of Wisconsin

My commission expires: _____

(NOTARY SEAL)

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

Planning Report

City of Verona

Plan Commission 8-5-2019

VASD Sign

Conditional Use Permit

Summary: The Applicant has submitted a request for a conditional use permit for a community information sign on City owned property located east of West End Circle, south of West Verona Avenue, north Half Mile Road, and west of Nine Mound Road.

Property Location: West Verona Avenue

Property Owner: City of Verona
111 Lincoln Street
Verona, WI 53593

Applicant: Verona Area District School (VASD)
700 N. Main Street
Verona, WI 53593

Existing Zoning: Public Institutional (PI) and Downtown Overlay
Existing Land Use: Vacant
Proposed Land Use: VASD Sign

Figure 1 – Location Map



VASD Sign
Conditional Use Permit

Background:

The Verona Area School District (VASD) is proposing a community information sign on City owned property located east of West End Circle, south of West Verona Avenue, and north Half Mile Road. The City acquired this piece of property in January of 2017 from the Wisconsin Department of Transportation (WisDOT). WisDOT had identified the land as excess right-of-way and worked with the City to dedicate land along West Verona Avenue to the City as right-of-way and to create the parcel with the City due to existing infrastructure being located within the ground. Conditions of the 2017 acquisition included the following:

- *There shall be no commercial, industrial, or residential activity undertaken or allowed and the land shall remain in public ownership in perpetuity.*
- *No advertising signs or billboards of any type shall be located, erected, or maintained on the land, except for on-premise or community oriented signs.*

In January of 2019, the Plan Commission and Common Council were presented an initial review of VASD's proposed community information sign. Requirements of community information signs (Sec. 13-1-322) include the following:

- *Community information signs shall be permitted only with Plan Commission approval within all zoning districts and upon any property within the jurisdiction of this Chapter.*
- *The proposed size, configuration, and design of the sign shall be described as part of the conditional use requirements.*
- *An officially designated sign which is limited to the display of information of interest to the general community regarding scheduled public events and public activities.*
- *Such sign shall only display information regarding events and information of general interest to the residents of the City of Verona. Copy which may be considered as advertising a product, private or restricted participation event, or activity for private profit shall be prohibited.*
- *Such sign may be located on private or public property (including right-of-way).*
- *Such sign shall conform to the visibility requirements of the City Zoning Ordinance.*

Comments from the Plan Commission included the location of Market 5 retail, directional signs, hours of operation for the sign, is there enough room to make repairs to a pipe with the two (2) pillars straddling the pipe, how long will the conduit be for the sign, and are there additional utilities that will use this area.

Comments from the Council included opposition towards placing a sign on City property, what information will be displayed on the sign, the importance of placing the sign where it can be seen from West Verona Avenue versus US Hwy. 151, the placement being on top of the City sanitary sewer line, holding the City harmless should the sign be damaged in the process of repairing the sewer line, the size and color of the

sign, and the number and types of signs that will be included along West Verona Avenue.

Planning Review:

Bulk Requirements:

The proposed sign will be located along the western property line of the parcel and oriented east/west for increased visibility along West Verona Avenue. The sign would be approximately ten (10)-feet tall from level ground with another seven feet of embedment for the columns. The height is necessary in order for it to be visible from West Verona Avenue as the property slopes to the east. Both West Verona Avenue and Wall Street are approximately eight (8)-feet above the base of the sign.

The sign is located approximately fifty-five (55)-feet from West End Circle and approximately twenty-eight (28)-feet from Half Mile Road. The VASD had initially explored a sign location immediately to the east of West End Circle in the right-of-way, which was approximately eight (8)-feet tall due to the grade being closer to the grades of the roadways. Staff expressed significant concerns about locating the sign within the right-of-way, and the VASD relocated the sign to the City owned parcel.

Utilities:

The proposed sign location is challenging as depicted in Figures 2 and 3 due to utilities. West of the sign is an eighteen (18)-inch stormwater discharge point which discharges stormwater from West Verona Avenue and Wall Street. Construction of the sign will require the extension of the stormwater discharge point to the east to reduce the water from washing out the base of the sign.

Underneath the sign is an existing eight (8)-inch sanitary sewer pipe that serves the Steve Brown Apartments development, the future commercial development along West Verona Avenue, and the UW Clinic property. If the sign is approved, an agreement between the City and the VASD will be required. One aspect of the agreement will be for the future maintenance of the sanitary pipe. Language in the agreement will be required to ensure if the City needs to access the sanitary pipe that the City will not be liable for any damage to the sign. Further, the VASD will need to televise the pipe after construction of the sign to ensure the pipe was not damaged during construction. Additional language may be necessary in the agreement to ensure the long-term protection of City infrastructure if the sign is constructed in the proposed location.

VASD Sign
Conditional Use Permit



Figure 2 - 2017 aerial of the utility locations

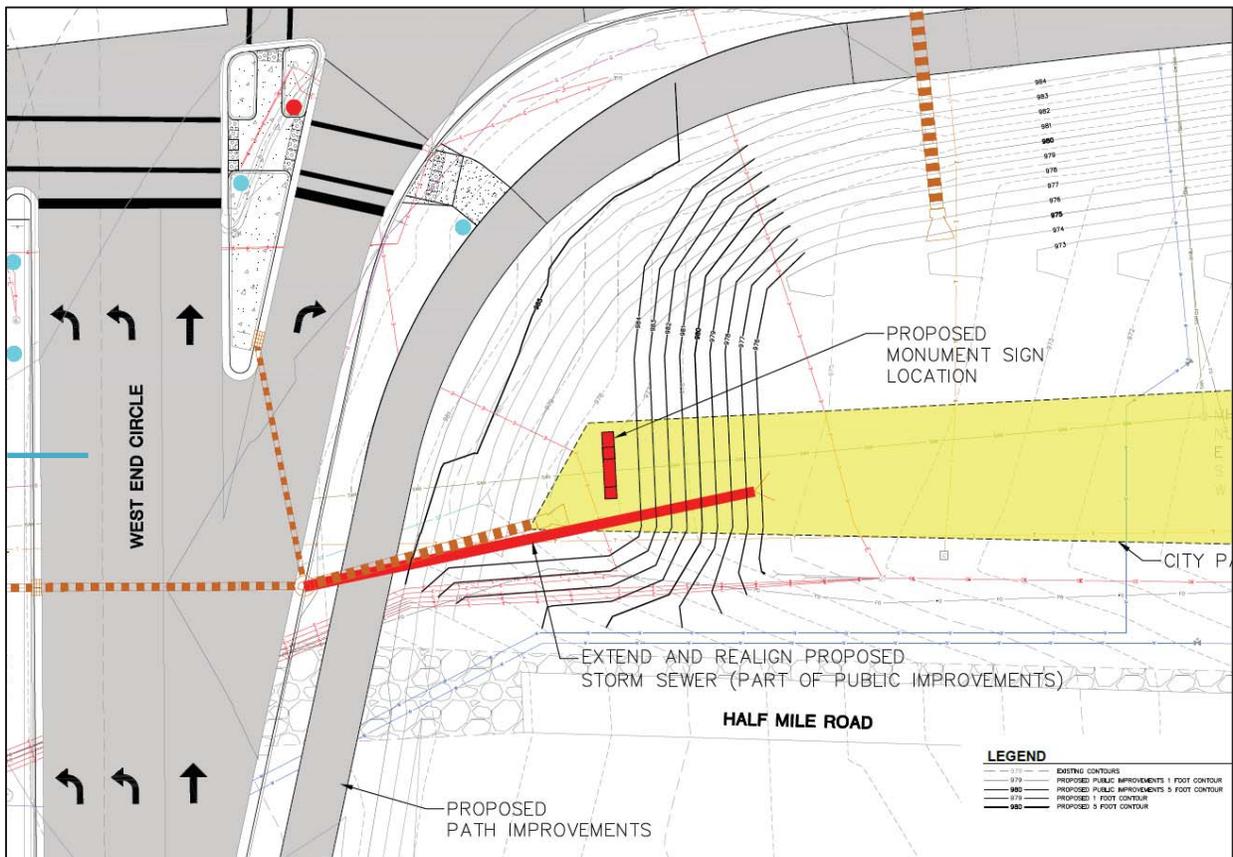


Figure 3 – Proposed sign location in red with extended and realigned storm sewer.

VASD Sign
Conditional Use Permit

Design:

The proposed design of the sign will complement the design of the new high school to the south as depicted in Figure 4. The sign support posts will match the brick material being used in the new high school. The sign face colors will also match the colors on the new building. There is a metal cap to the top of brick pier on the side of the sign. The sign is seven (7) feet tall and approximately ten (10) feet wide with sixty-six (66) square feet of total area. The main component of the sign is a thirty (30)-square foot electronic message center. The white lettering will be backlit.

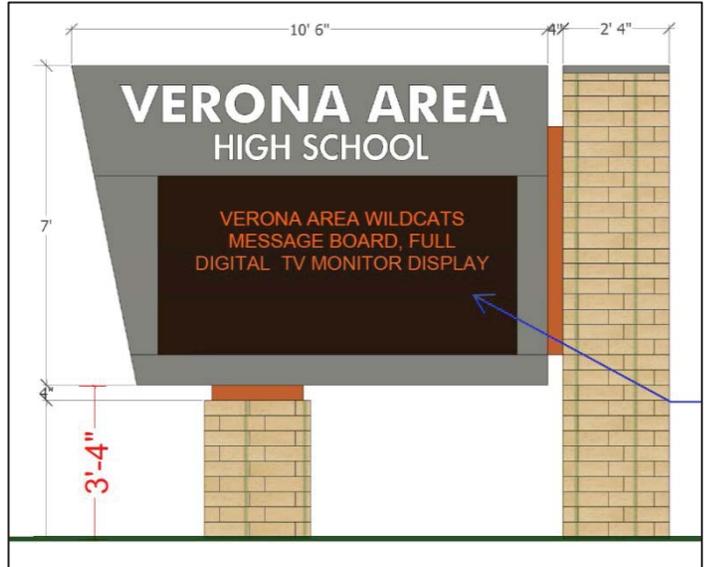


Figure 4 - Proposed sign

Other Signs:

In October of 2018, the City approved a precise implementation plan for Steve Brown Apartments to construct 28,849 square feet of commercial space north of the West End Apartments along West Verona Avenue. Included within the commercial approval was a 14-foot tall monument sign to be located at the southwest corner of West End Circle and West Verona Avenue depicted in Figure 5 and Figure 7.



Figure 5 - Monument sign for Market 5

The Erbach property is located south of the site of the proposed VASD sign. Development plans were approved for a Kwik Trip on the Erbach property by the Plan Commission and Common Council at their meetings in July of 2019. Kwik Trip proposed a multi-tenant monument sign depicted in Figure 6 along West End Circle. Staff only mentions these other signs to make the Plan Commission aware of what other signage is planned and anticipated in this area, which is depicted in Figure 7.

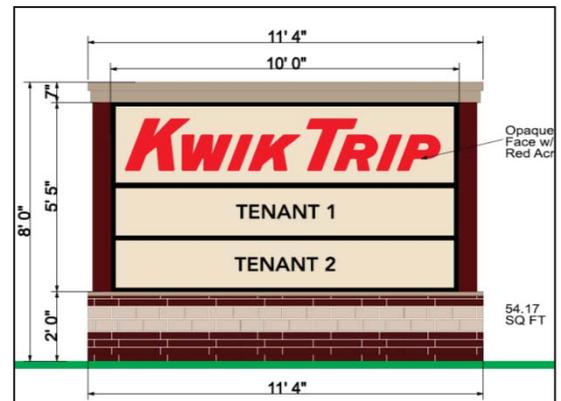


Figure 6 - Monument sign for Kwik Trip

VASD Sign
Conditional Use Permit



Figure 7 - Locations of the signs are shown with a star.

Property Use Agreement:

A condition of any approval will require the VASD to enter into a property use agreement with the City. This agreement will handle, among other items, the stormwater pipe extension, sanitary sewer concerns, and future utility maintenance. City Staff drafted a property use agreement in April of 2019, but suspended work on the agreement when City Staff turned its attention to the VASD's request to re-evaluate the scope of the public transportation improvements to reduce costs of the project. Staff will restart work on the agreement when the VASD indicates it is satisfied with the findings of City Staff.

Conditional Use Permit Findings:

The Applicant is requesting a conditional use permit approval for a community information sign, which is a conditional use. The Zoning Ordinance requires all conditional uses to fulfill general standards and specific standards for all conditional use permit requests (Sec. 13-1-363).

General Standards Findings:

- a. *How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Verona Comprehensive Plan, this Chapter, and any other plan, program, or Chapter adopted, or under consideration pursuant to official notice by the City?*

VASD Sign
Conditional Use Permit

The proposed conditional use permit will further the goal and objectives of the Zoning Ordinance and the Comprehensive Plan. Further, the conditional use permit is not a detriment to the public health, or safety of the City.

b. How is the proposed conditional use (in its specific location) in harmony with the purposes, goals, objectives, policies and standards of the City of Verona Comprehensive Plan, this Chapter, and any other plan, program, or Chapter adopted, or under consideration pursuant to official notice by the City?

The Applicant's proposal does not add traffic to roads with the proposed land use. This use will provide information to the community, which may assist in when to avoid the area due to large school events.

c. Does the proposed conditional use, in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or Chapter adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

The propose use is facing east-west, which will avoid adding extra lights into the neighboring single-family homes. The location of the sign is diagonal from the existing apartment complex across West End Circle. The placement of the sign is out of the sight line triangle away from the intersection of West End Circle and East Verona Avenue. There are no adverse impacts on adjoining properties or the environment.

d. Does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The proposed zoning map amendment maintains the desired consistency of land uses, land use intensities, and land use impacts.

e. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

VASD Sign
Conditional Use Permit

The Applicant has agreed to extend and realign the stormwater pipe to have the ability to install the proposed land use. The sign will be removed with cost to the applicant if any repairs are needed to the utilities if they cannot be accessed without removal of the sign. Therefore, the sign will not impose an undue burden on the City.

f. Do the potential public benefits of the proposed conditional use outweigh any and all potential adverse impacts of the proposed conditional use (as identified in Subsections (d)(2)a—e above), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

The proposed land use will provide information to the community in advance of events for the high school. This will enable the community to attend school functions or understand there will be more traffic in the area due to the event. The benefits of the proposed use outweigh any adverse impacts in the neighborhood.

Recommendation:

Staff recommends the Plan Commission recommend the Common Council approve the conditional use permit to allow for a community information sign on City property located south of West Verona Avenue, east of West End Circle, and north of Half Mile Road with the following conditions:

1. The conditional use permit shall become effective upon the VASD and the City executing a Property Use Agreement.
2. The proposed conditional use permit shall be in compliance with the Property Use Agreement.

Prepared by: Katherine Holt *KH*
Community Development Specialist

Submitted by: Adam Sayre, AICP *AS*
Director of Planning & Development

Memorandum

To: Adam Sayre, City of Verona, Director of Planning and Development
From: Jessica Vaughn, AICP, JSD Professional Services, Inc.
Re: VASD Off-Premise Monument Sign
JSD Project #: 17-8000GEN
Date: July 3, 2019
cc: Dean Gorrell, VASD, Hans Justeson, JSD, Karl Kraemer, Huffman Facility Development, Inc.

On behalf of Verona Area School District (VASD), JSD Professional Services, Inc. (JSD) is requesting review and comment of the enclosed Conditional Use Permit for an off-premise monument sign. The proposed monument sign is to be located within a City owned outlot at the southeast corner of W Verona Avenue and West End Circle.

The proposed sign location, along a major transportation corridor and community gateway, was chosen for its visibility both in terms of being able to provide widespread community messaging and wayfinding to the new Verona High School.

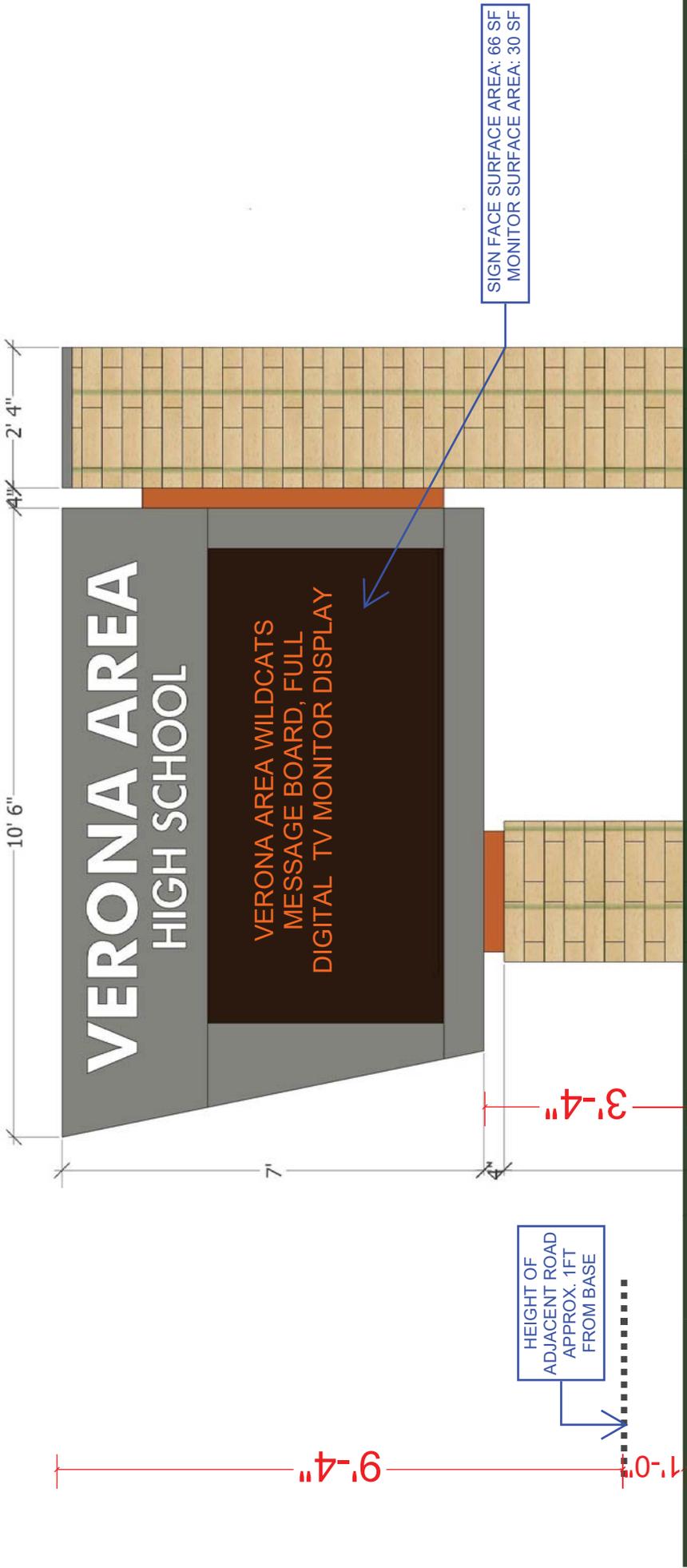
Based on initial discussions with City staff, the proposed sign would be classified as a community information sign requiring a Conditional Use Permit and an agreement with the City due to its location on City owned lands.

Generally, the sign is anticipated to be comprised of masonry and metal materials with an overall sign face area of roughly 66 square-feet per side, 132 square-feet total. The proposed sign sits on piers, which results in an overall height of just over 10-feet, as measured from the ground to the top of the sign.

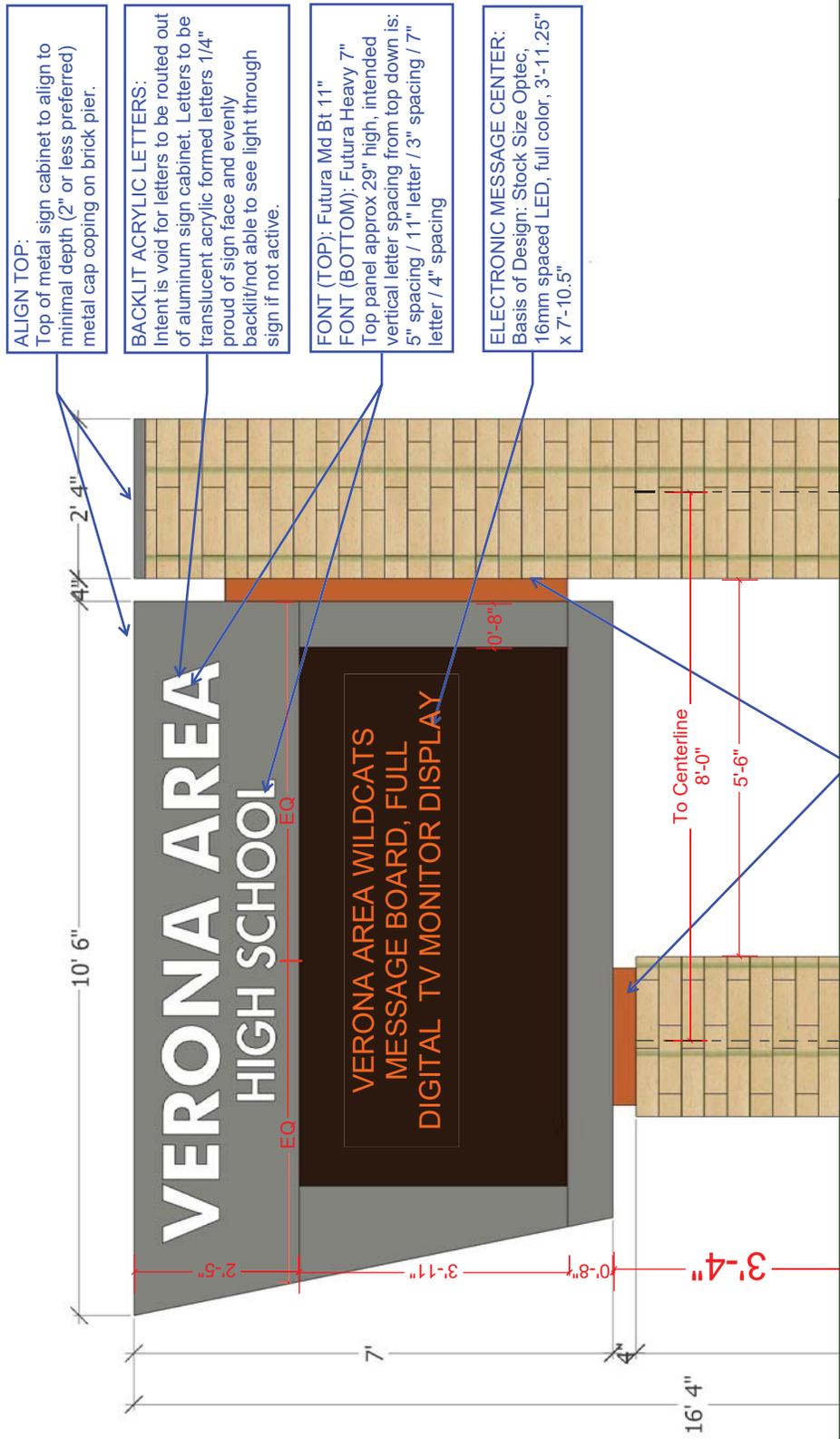
We are requesting to present the Conditional Use Permit to the City of Verona Plan Commission at their regular meeting on August 5, 2019.

VASD are committed to working with the City to satisfy statutory and ordinance requirements for this request.

Please do not hesitate to contact me with any questions regarding this matter or otherwise.



PROPOSED SIGN ELEVATION



ALIGN TOP:

Top of metal sign cabinet to align to minimal depth (2" or less preferred) metal cap coping on brick pier.

BACKLIT ACRYLIC LETTERS:

Intent is void for letters to be routed out of aluminum sign cabinet. Letters to be translucent acrylic formed letters 1/4" proud of sign face and evenly backlit/not able to see light through sign if not active.

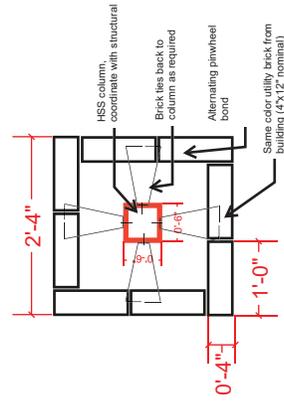
FONT (TOP): Futura Md Bt 11"

FONT (BOTTOM): Futura Heavy 7"
 Top panel approx 29" high, intended vertical letter spacing from top down is: 5" spacing / 11" letter / 3" spacing / 7" letter / 4" spacing

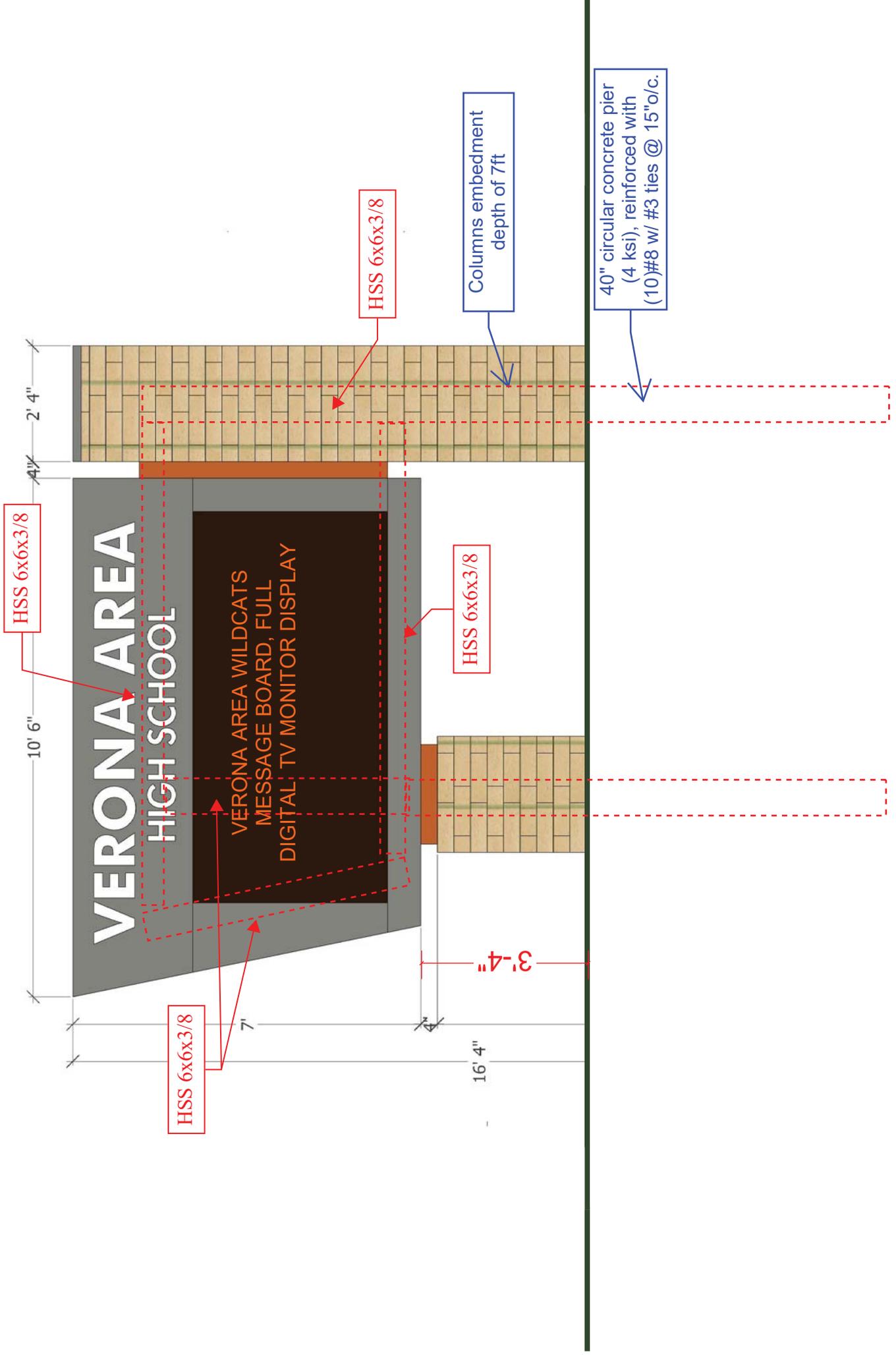
ELECTRONIC MESSAGE CENTER:

Basis of Design: Stock Size Optec, 16mm spaced LED, full color, 3'-11.25" x 7'-10.5"

SIGNAGE CONSTRUCTION INTENT:
 Steel match plate to attached signage cabinet to brick piers. Signage manufacturer to coordinate with structural consultant and construction manager. Intent is signage manufacturer fabricate orange reveal metal panel and sign cabinet, factory painted to match Arch. sample. CM to install brick piers/foundations/steel within piers



BRICK PIER PLAN DETAIL



STRUCTURAL INTENT



CREATE THE VISION ■ TELL THE STORY

MADISON ■ MILWAUKEE
KENSINGTON ■ APPLETON ■ WAUSAU
MADISON REGIONAL OFFICE
1400 HAZARD DRIVE, SUITE 100
MADISON, WI 53704
TEL: 608.848.8800

CLIENT
VERONA AREA
SCHOOL DISTRICT

CLIENT ADDRESS
1000 W. VERONA ST
VERONA, WI 53593

PROJECT
VASD HIGH SCHOOL

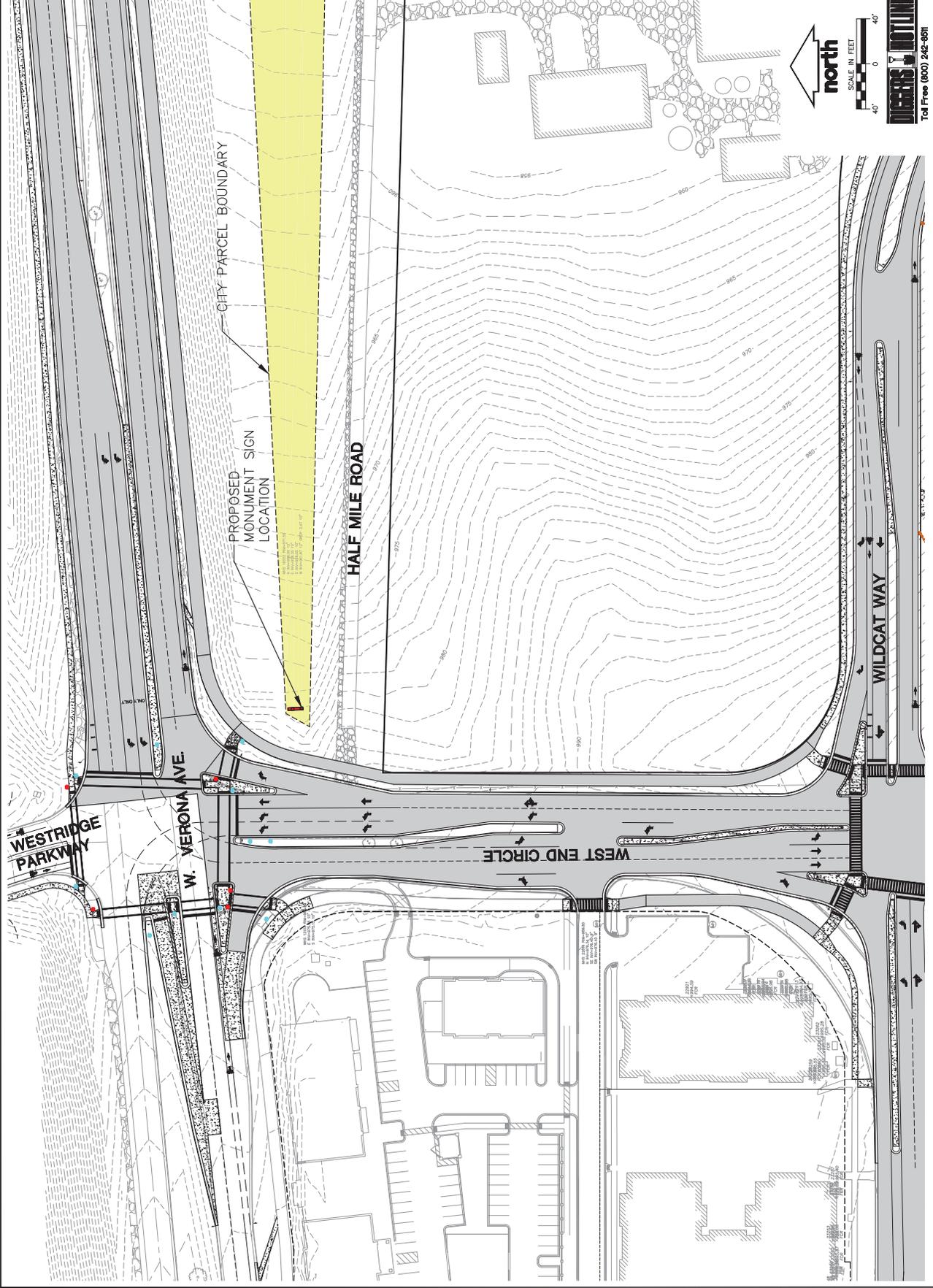
PROJECT LOCATION
CITY OF VERONA, WI
DANE COUNTY

NO.	DATE	DESCRIPTION
1	11/15/17	ISSUE FOR PERMIT
2	12/15/17	REVISED
3	01/15/18	REVISED
4	02/15/18	REVISED
5	03/15/18	REVISED
6	04/15/18	REVISED
7	05/15/18	REVISED
8	06/15/18	REVISED
9	07/15/18	REVISED
10	08/15/18	REVISED
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47	09/15/21	REVISED
48	10/15/21	REVISED
49	11/15/21	REVISED
50	12/15/21	REVISED

SHEET TITLE
PROPOSED MONUMENT
SIGN EXHIBIT

SHEET NUMBER
EX 1

1760001252
JSD PROJECT NO.



1760001252
Tel Free (800) 242-8871



CREATE THE VISION | TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | WAUKESHA | WAUSAU

MADISON REGIONAL OFFICE
101 HORIZON DRIVE, SUITE 100
MADISON, WI 53703
P: 608.848.8900

CLIENT:
VERONA AREA
SCHOOL DISTRICT

CLIENT ADDRESS:
1700 W. VERONA ST.
VERONA, WI 53593

PROJECT:
VASD HIGH SCHOOL

PROJECT LOCATION:
CITY OF VERONA, WI
DANE COUNTY

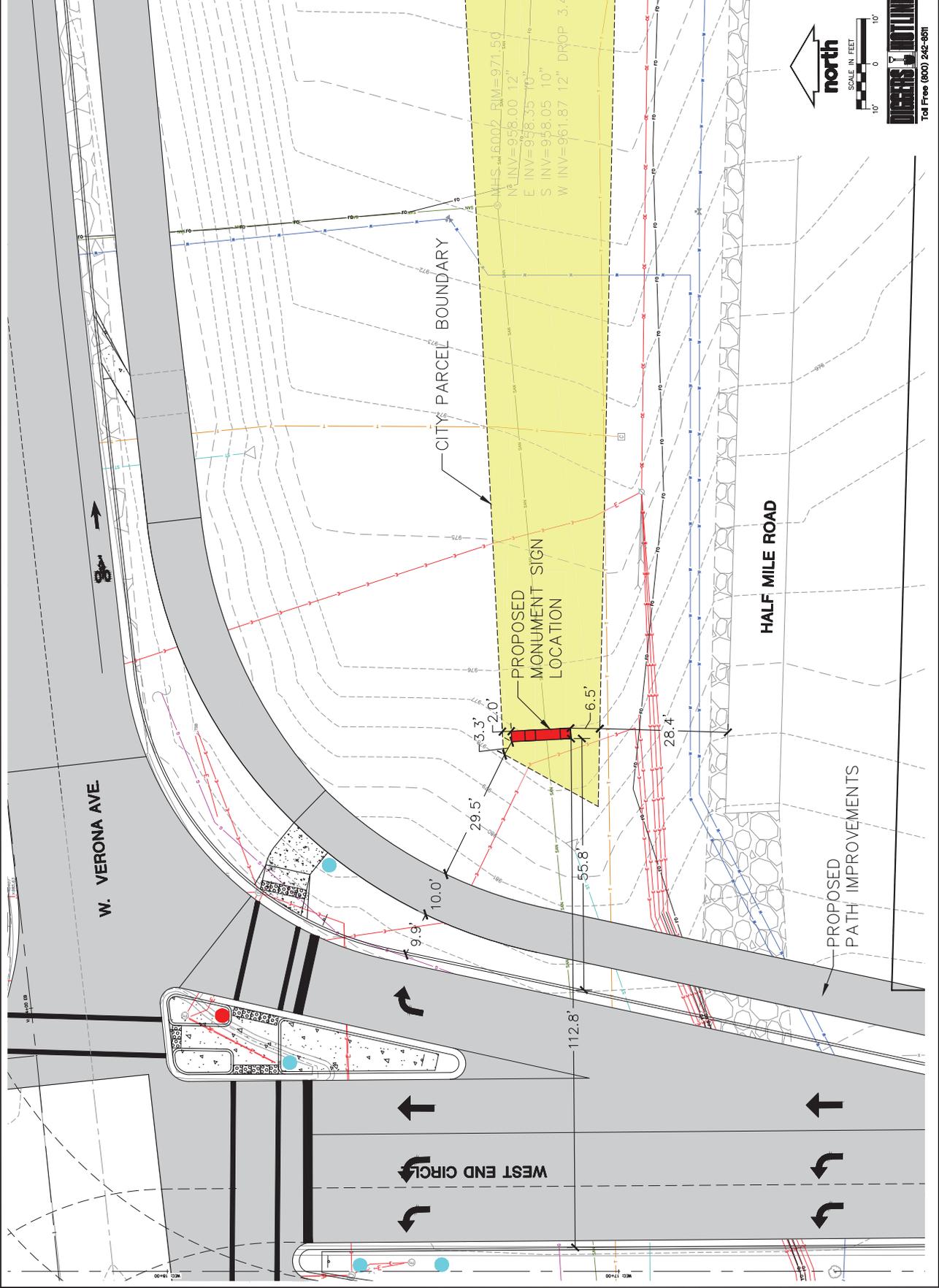
DATE: 07/20/2019
DRAWN BY: J. HUBBARD
CHECKED BY: J. HUBBARD

DESCRIPTION:
CITY OF VERONA
CITY CLERK/PLANNER

SHEET TITLE:
PROPOSED MONUMENT
SIGN EXHIBIT

SHEET NUMBER:
EX 2

17000002





VIEW LOOKING WESTBOUND ON W VERONA AVENUE



VIEW LOOKING EASTBOUND ON W VERONA AVENUE

PROJECT NUMBER • 175000

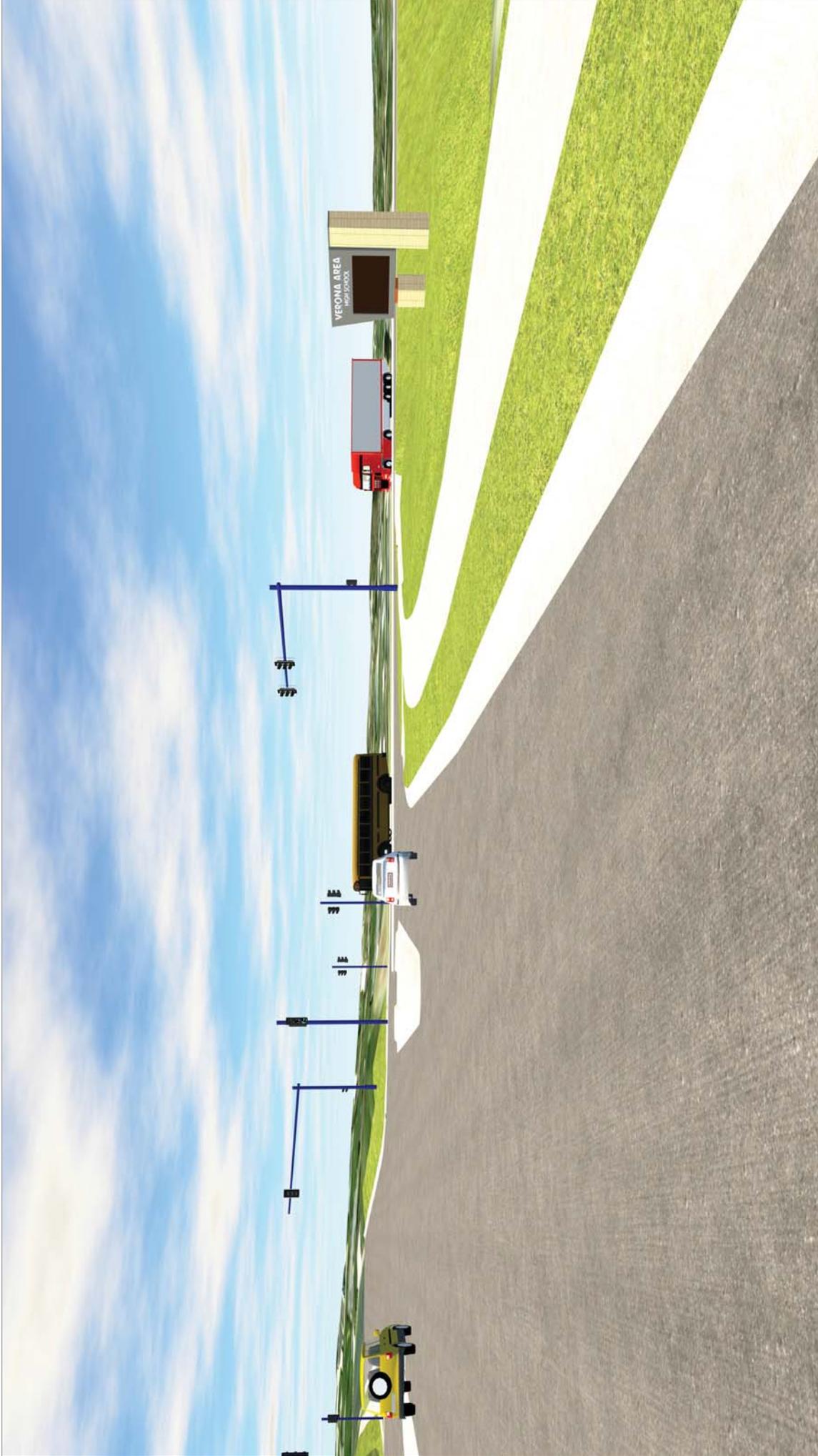
VASD NEW HIGH SCHOOL CAMPUS

VERONA, WI

MONUMENT SIGN PERSPECTIVES

DATE 07.02.2019





VIEW LOOKING NORTHBOUND ON WEST END CIRCLE

PROJECT NUMBER • 175000

VASD NEW HIGH SCHOOL CAMPUS

VERONA, WI

DATE 07.02.2019

MONUMENT SIGN PERSPECTIVE



PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, _____, by and between the City of Verona, a Wisconsin municipal corporation in Dane County, Wisconsin (the “City”), and the Verona Area School District, a Wisconsin public school district (the “District” or “VASD”).

RECITALS

- A. The City owns the land described in and shown on Exhibit A attached hereto and incorporated herein (the “Property”).
- B. The District wishes to construct and install a community information sign (as that term is defined in the City of Verona Zoning Code) on the Property (the “Sign”). For purposes of this Agreement, the Sign includes all below ground and above ground features necessary to construct and operate the sign, including, but not limited to, the foundation and all electric facilities.
- C. The City and the District desire to enter into this Agreement regarding the construction, installation, and operation of the Sign on the Property.

AGREEMENT

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

- 1. Sign. The District may construct, install, and operate the Sign pursuant to the Conditional Use Permit (CUP) issued by the City, including any conditions applicable to the CUP, subject to this Agreement. The Sign shall only display content regarding events and information relating to the VASD and its non-profit activities. Any display which may be considered as advertising a product, a private or restricted participation event, or activity for private profit shall be prohibited. For avoidance of doubt, there shall be no commercial content or commercial advertising of any kind, even if the commercial entity is a sponsor of the VASD or has naming rights to a VASD facility. By way of example, if ABC Corporation purchases naming rights to the football field, when the dates / times of football games are identified on the Sign, the Sign shall state that the games are played at the Verona High School Football Stadium and not at ABC Corporation Stadium, or whatever the corporate named stadium may be.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

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

P.I.N.

2. City Utility Facilities. The parties agree and acknowledge that the City has utility facilities on, above, or under the Property, including, but not limited to, storm water facilities, water facilities, and sanitary sewer facilities (collectively, the “Utility Facilities”). Notwithstanding the construction, installation, or operation of the Sign on the Property, the City retains all rights as said rights existed prior to the execution of this Agreement related to the Utility Facilities, including, but not limited to, the rights to:

- a. Survey, construct, erect, install, maintain, inspect, operate, repair, move, remove, expand, upsize, replace and reconstruct the Utility Facilities, including necessary underground and aboveground associated facilities, accessories and appurtenances.
- b. Establish and maintain a grade within the Property in connection with the Utility Facilities.
- c. Ingress and egress to the Property.

Further, the parties agree and acknowledge that the City shall not be liable to the District for any damage to the Sign that may be caused by the City or its contractors, if any, in the exercise of its rights related to the Utility Facilities.

3. District Obligations. The District shall:

- a. At its own expense, and subject to plans approved by the City, extend the existing storm water discharge pipe on the Property to the east in order to reduce the potential for erosion, settlement, and / or displacement of the base and / or foundation of the sign. Notwithstanding the preceding sentence, the City shall not be liable to the District for any damage to the Sign that may be caused by storm water, the storm water facilities, or the operation of the storm water facilities.
- b. Following completion of the construction and installation of the Sign, televise the sanitary sewer pipe pursuant to the City’s ordinary practice to ensure that the sanitary sewer pipe was not damaged by construction. If the City, in its sole discretion, determines that the sanitary sewer pipe was damaged, the District shall pay all costs associated with the repair or replacement of the sanitary sewer pipe.
- c. Pay the City for any additional costs associated with the City’s maintenance, inspection, operation, repair, removal, replacement, re-location, or reconstruction of the Utility Facilities that the City incurs because of the Sign being located on the Property. For purposes of this

paragraph, “additional costs” shall be understood to mean those costs incurred for work performed on the Property which would not have been incurred by the City except for the placement of the Sign on the Property.

- d. Comply with all applicable zoning regulations relating to the Sign, including but not limited to, any regulations relating to electronic message signs and the CUP.
- e. Properly maintain the Sign so that it does not fall into disrepair.
- f. Pay the City’s costs associated with the preparation and negotiation of this Agreement.
- g. Upon termination or expiration of this Agreement, be responsible for all costs associated with removing the Sign and restore the Property, as best as practicable, to the condition it was in before the Sign was constructed and installed on the Property. For avoidance of doubt, the VASD shall remove the Sign when this Agreement terminates, whether pursuant to Section 7.j. or m., or if the VASD chooses to no longer use the Sign.

4. Default.

- a. The District shall be in default of this Agreement if the District 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 District. The District 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 District shall be deemed to have cured the default if the District, 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 District fails to cure the default, the City may remove the Sign from the Property and dispose of the Sign, and the District shall reimburse the City for all costs incurred to remove, and dispose of, the Sign.

5. Indemnification. The District shall, to the extent permitted by law, 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 and installation of the Sign or the District's actions arising under this Agreement, occasioned wholly or in part by any act or omission on the District's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. Nothing herein shall be deemed to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. Section 893.80 or any other protections available to the District or the City by law.

6. 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 Sign, the District 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 District 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."

7. 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. Entire Agreement; Amendments. This Agreement sets forth the entire understanding between the City and the District with respect to its subject matter. Any amendment hereto shall be made in writing, signed by all parties.

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

- l. Assignment. The benefits of this Agreement to the District 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.

- m. Term. The initial term of this Agreement shall begin on the date the Agreement is executed; shall continue for 30 years thereafter unless terminated sooner; and shall automatically renew for successive 30-year periods unless it is terminated by the City. Notwithstanding Section 7.j., the City may terminate this Agreement, with or without cause, after the initial 30 years, or after any successive 30-year period, by giving written notice of termination to the VASD at least 180 days before the end of the initial 30-year term or any successive 30-year term.

[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: _____

VERONA AREA SCHOOL DISTRICT

By _____
_____, School Board President

By _____
_____, School District Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above named _____ and _____, to me known to be the School Board President and the Clerk of the Verona Area School District, and the persons who executed the foregoing instrument and acknowledged the same.

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

Attachments: Exhibit A – Legal Description of the Property

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