



# City of Verona

111 Lincoln Street  
Verona, WI 53593-1520  
**COMMON COUNCIL**

Monday, September 28, 2020 – 7:00 P.M.

[www.ci.verona.wi.us](http://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](mailto:adam.sayre@ci.verona.wi.us) or 608-848-9941.**

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

<https://zoom.us/j/97746126675>

Webinar ID: 977 4612 6675

**Join the meeting via phone by dialing:**

312-626-6799

Webinar ID: 977 4612 6675

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](mailto: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](mailto: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](mailto: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 September 14, 2020 Common Council meeting.
5. Mayor's Business
6. Announcements
7. Administrator's Report
8. Engineer's Report
9. Committee Reports
  - A. Finance Committee**
    - (1) Discussion and Possible Action Re: Payment of bills
  - B. Public Works/Sewer and Water Committee**
    - (1) Discussion and Possible Action Re: Project closeout and Change Order No. 1 for Project ID 2020-101, 2020 Verona Street Asphaltic Rehabilitation
    - (2) Discussion and Possible Action Re: Change Order No. 2 for Project ID 2016-123 CTH PD Woods Road to CTH M
    - (3) Discussion and Possible Action Re: Awarding contract for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement
10. New Business
  - A. Discussion and Possible Action Re: Proclamation: Halloween Trick or Treat hours
  - B. Discussion and Possible Action Re: Resolution No. R-20-036 authorizing the issuance of an \$800,000 Municipal Revenue Obligation of the City of Verona, Wisconsin to ACS Holdings, LLC
  - C. Discussion and Possible Action Re: Ordinance No. 20-968 amending Section 8-1-4 eliminating the Weed Commissioner and amending the Ordinance to benefit butterflies
11. Adjournment

Luke Diaz, Mayor

POSTED: Miller's Market  
Verona City Hall  
Verona Public Library  
City Website @ [www.ci.verona.wi.us](http://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**  
**September 14, 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, Charlie Ryan and Evan Touchett were present. Also present: City Administrator Adam Sayre; City Attorney Bryan Kleinmaier; City Engineer Carla Fischer; and City Clerk Ellen Clark.
3. Public Comment: None
4. Approval of the minutes from the August 24, 2020 Common Council meeting.  
Motion by Kohl, seconded by Kemp, to approve the minutes of the August 24, 2020 Common Council meeting. Motion carried 8-0.
5. Mayor's Business:
  - A. Citizen appointment to the Sustainability Task Force  
Mayor Diaz appointed Geoff Guist as a citizen member of the Sustainability Task Force. Motion by Ryan, seconded by Reekie, to approve the appointment of Geoff Guist as a citizen member of the Sustainability Task Force. Motion carried 8-0.
6. Announcements:
  - Reekie stated there is some concern regarding the Eastside Sanitary Sewer Interceptor Project as it relates to Badger Mill Creek and the Ice Age Trail. She wants to reassure the public that the project will be shepherded carefully by Theran Jacobson, the City's Public Works Director. She also wants the City to continue to work closely with the Ice Age Trail staff to preserve as many native trees and wetland areas as possible. There will be a public meeting before the project begins.
7. Administrator's Report:
  - Board of Review is scheduled for Tuesday, September 29<sup>th</sup> at 5:30 p.m.
  - The 2020 Free E-Waste Day has been cancelled due to COVID-19.
  - The annual prescription take-back will be held on October 24<sup>th</sup>.
8. Engineer's Report:
  - Well 6 Pumping Station Construction: The gas service to the well house and the pad

for the gas meter are in place. MG&E and the contractor are coordinating gas meter installation. Well start-up is scheduled for September 24<sup>th</sup>, though that may be pushed back.

- The Woods at Cathedral Point Phase 1: Underground pipe work is nearly complete. Storm pipe and water main in the vicinity of the intersection of CTH M and Range Trail is on hold until telecommunication utility conflicts are resolved.

9. Committee Reports:

**A. Finance Committee**

- (1) Discussion and Possible Action Re: Payment of bills. Motion by Cronin, seconded by Posey, to pay the bills in the amount of \$278,139.69. Motion carried 8-0.
- (2) Discussion and Possible Action Re: Amendment to the Agreement between All City Management Services, Inc. and the City of Verona Providing School Crossing Guard Services. Motion by Cronin, seconded by Posey, to approve an amendment to the Agreement between All City Management Services, Inc. and the City of Verona Providing School Crossing Guard Services. This amendment would extend the agreement with All City Management Services, Inc. through December 31, 2021. The agreement includes a savings to the City of \$22,883 due to crossing guard changes associated with the Verona Area School District, and increases crossing guard hourly pay rate by 2.5% beginning January 1, 2021. Motion carried 8-0.

**B. Public Safety and Welfare Committee**

- (1) Discussion and Possible Action Re: Ordinance No. 20-967 amending Section 10-1-27 of the Code of Ordinances of the City of Verona. Motion by Reekie, seconded by Kohl, to approve Ordinance No. 20-967 amending Section 10-1-27 of the Code of Ordinances of the City of Verona. The proposed Ordinance amendment will prohibit on-street parking along Paoli Street, North and South Nine Mound Road, Stewart's Woods Road, West End Circle, and Wall Street due to the construction of the new high school. Additional no parking areas will be added on Lincoln Street in close proximity to the Military Ridge State Trail and near the intersection of Verona Avenue. Lastly, no parking has been added at the intersection of West Verona Avenue and South Marietta Street to improve sight distances for an existing crosswalk. Motion carried 8-0.

**C. Plan Commission**

- (1) Discussion and Possible Action Re: Resolution No. R-20-034 approving a General Development Plan for a 1,600 square foot building addition located at 517 Half Mile Road. Motion by Kohl, seconded by Posey, to approve Resolution No. R-20-034 approving a General Development Plan for a 1,600 square foot building addition located at 517 Half Mile Road. The proposed General Development Plan (GDP) would allow for the construction of a 1,600 square foot addition to Atkins Bicycle Shoppe located at 517 Half Mile Road. A zoning exemption would be granted as part of the GDP to reduce the rear yard

setback to 10-feet inside of the twenty-five (25) feet normally required. Motion carried 8-0.

- (2) Discussion Re: A Planned Unit Development (PUD) concept plan review for a 3-story, 42-unit apartment building located at 1057 North Edge Trail. The applicant is proposing a Planned Unit Development (PUD) concept plan that would remove a portion of the existing retail building and construct a three-story, 42-unit apartment building. The Plan Commission discussed the project on September 8, 2020. The Council is encouraged to provide feedback and recommendations to the applicant on the concept, suggestions on if the land use would be supported, and the potential height of the building. No formal motion is required, as this is the conceptual review of the project.

Cronin asked if the portion of the building to be removed is currently occupied with retail tenants.

Diaz replied there are some retail tenants. The landlord has spoken with the tenants, and found that none of them are making long-term plans at this time.

Kohl stated the landlord has offered to move the tenants to other spaces in the adjacent building if they so desire, and has not been charging rent to them during the pandemic.

Cronin stated the street this building faces is a private street, and asked if there is an appropriate plan in place for plowing.

Sayre replied North Edge Trail from Cross County Road to Prairie Oaks Trail is private. Prairie Way Boulevard from North Edge Trail to Enterprise Drive is also private. North Edge Trail is owned by an LLC consisting of several different owners. It would be difficult to make the street public unless all the owners agree to that. There have not been very many challenges with this street. The City really does not want the street, however, as it is not built to City standards and would be a significant cost to the City.

Reekie asked if the cost of upgrading the street could be passed on to the developer. She likes infill development, and likes the shared parking idea. She would like to see as little impervious surface added to the project as possible.

Diaz stated this is a good infill project and will help some of the retail in the area, as well as provide needed housing in the City.

The Common Council took no action on this item.

- (3) Discussion Re: A Planned Unit Development Plan (PUD) concept plan review for an 80-unit apartment building located at 121/125 Berkley Road. The applicant is proposing a Planned Unit Development (PUD) concept plan that would remove two existing apartment buildings and construct an eighty (80)-unit apartment building. The Plan Commission discussed the project on September 8, 2020. The Council is requested to provide feedback and recommendations to the applicant on the concept, as well as if the reduction in the underground parking

requirement would be supported for this project. No formal motion is required as this is the conceptual review of the project.

Cronin asked if there will be appropriate parking for the building, and if on-street parking will be an issue.

Sayre replied on-street parking will not be an issue in this area.

Kohl replied the owner stated many of the tenants do not own vehicles and walk to their work, so he does not see an issue with the amount of parking available.

Reekie stated she has heard some concern about the number of requests for new apartment units that have been coming to the Council lately, and asked how the City manages the limited number of new apartment units allowed to be developed in the City per year.

Sayre replied the demand for apartments in the City is very strong. The Planning Department is also seeing a lot of senior apartments lately. There is a trend of people moving to apartments nationwide. The City has had a residential phasing policy in place since 2012. Exemptions to the phasing policy include mixed use housing, senior age-restricted housing, and downtown redevelopment. Most of the projects we have seen in the last few years have fallen into one of those exemption categories. This project probably does not. The City has some discretion on how to apply the residential phasing policy. From a Staff standpoint, we can do a greater good by trying to properly plan for them.

Kohl stated it is commendable that the rents will be at a workforce affordability level. The owner has no intention of raising the rents for his tenants when they are placed in the new apartment building, including the tenants that will be moved from the current motel apartments.

Sayre asked the Council for feedback regarding the usual requirement for one underground parking space per unit. This project would not meet that requirement.

Kohl replied she is fine with the parking as proposed, as there have been no parking issues in the past, and many of the tenants walk to their destinations. In addition, underground parking would likely add to the tenant's rent amounts.

Diaz stated the Applicant made a strong case that additional parking is not needed. He also likes that this is naturally occurring workforce housing without public intervention.

The Common Council took no action on this item.

- (4) Discussion Re: A Planned Unit Development (PUD) concept plan review for a 10,565 square foot multi-tenant commercial building located at 409/411/415 East Verona Avenue. The applicant is proposing a Planned Unit Development (PUD) concept plan that would allow for the construction of a one-story,

10,565 square foot multi-tenant commercial building located at 409, 411, and 415 East Verona Avenue. The Council is encouraged to provide feedback and recommendations to the applicant on the concept. No formal motion is required as this is the conceptual review of the project.

Cronin asked how the drive-thru in this plan will work.

Sayre replied cars will enter from the driveway on Lincoln Street, travel along the south and west sides of the property, loop through the drive-thru, and exit through the same driveway.

Kohl stated she would like to see more pedestrian crossings through the parking area of the property.

Diaz stated he has similar concerns about how the parking lot is laid out. He would like it made easy for people to walk up to the door. He likes the idea of a two-story building, and wants to see some interesting architecture on this site heading into the downtown. He is happy with the idea of a shared driveway with the apartment complex, and would like to see a connecting path to the apartments, as well.

Posey stated she likes the concept overall. She is glad to see the lower buildings, as it seems to fit in with Verona's Hometown theme.

Kemp stated he would like to see the space maximized with local businesses, if possible.

Sayre replied the only tenant he is aware of is Dunkin Donuts. They are also targeting some smaller tenants, and possibly a restaurant of some kind on the corner. Staff has been encouraging the owner to bring in some local tenants.

Kemp strongly encourages the developer to find some non-franchise tenants. He would rather see locally owned businesses in this location than more franchises.

Kohl is concerned about oversaturation with certain types of products, and the franchises taking business away from smaller local businesses.

Cronin stated since this project and the Berkley Street project are closely tied, she is concerned about how identifying potential retail tenants for this project will affect the timeline for the two projects, and the transfer of residential tenants from the motel to the Berkley Street building.

Touchett stated he is in favor of any business going into this spot. It is challenging and expensive to start a new business. There needs to be some synergy for businesses in the City. Verona residents struggle supporting local businesses.

The Common Council took no action on this item.

#### D. Public Works/Sewer and Water Committee

(1) Discussion and Possible Action Re: Resolution No. R-20-035 amending relocation order and determination of necessity related to Project ID 2018-108, Eastside Sanitary Sewer Interceptor Project. Motion by Touchett, seconded by Ryan, to approve Resolution No. R-20-035 amending relocation order and determination of necessity related to Project ID 2018-108, Eastside Sanitary Sewer Interceptor Project. The City is working on the replacement of the eastside sanitary sewer interceptor. On August 14, 2020, the initial relocation order was approved by the Common Council under Resolution R-20-032. The amended relocation order incorporates temporary limited easement within one property of interest as shown within the exhibits of the amended relocation order. The project requires the City to acquire easements and easement interests from adjacent land owners. The resolution before the Council approves the overall easement needs, and allows City Staff to work on acquisition of all properties within the project limits. The resolution also confirms two important statutory steps:

- First, the resolution acts as the City's relocation order for the project.
- Second, the resolution confirms that the project is necessary and for a public purpose.

Both of these steps are required for the City to acquire the property and property interests by condemnation, if that becomes necessary. Motion carried 8-0.

(2) Discussion and Possible Action Re: Project closeout and Change Order No. 1 for Project ID 2020-102 Bituminous Seal Coat. Motion by Touchett, seconded by Cronin, to approve the project closeout and Change Order No. 1 for Project ID 2020-102 Bituminous Seal Coat. Fahrner Asphalt Sealers has successfully completed the 2020 Seal Coat project in the City. Change order No. 1 is to rectify as-built quantities for the work required to complete the project. This will close the contract with Fahrner Asphalt Sealers and final payment will be issued. The contract notes are as follows: Contract award value = \$222,890.00. Change order No. 1 = \$918.22 (deduct). Contract value after incorporating this change order = \$221,971.78. This is a formality to kick off the warranty on the work that was done. Motion carried 8-0.

#### 10. Old Business

A. Discussion and Possible Action Re: Potential development and use of public funds in the Verona Technology Park.

*The Common Council may convene in closed session as authorized by Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item.*

Sayre explained Staff is working on a development project in the Verona Technology Park that requires the need for tax incremental financing (TIF). The use of TIF is necessary for public roadway/transportation improvements for development occurring in the Technology Park. Staff is requesting a closed session with the Common Council.

Motion by Cronin, seconded by Jerney, to convene in closed session as authorized by Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item. On roll call: Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Ryan – Aye; Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye. Motion carried 8-0. The Common Council convened in closed session at 7:53 p.m. Attorney Kleinmaier was invited to attend the closed session.

#### CLOSED SESSION

Motion by Touchett, seconded by Kemp, to reconvene in open session at 8:14 p.m. Motion carried 8-0.

No action was taken by the Common Council in closed session.

8:14 p.m. – Kemp left the meeting.

#### 11. Adjournment:

Motion by Touchett, seconded by Cronin, to adjourn at 8:15 p.m. Motion carried 8-0.

Ellen Clark  
City Clerk

## **Administrator Report for September 28, 2020**

### **Upcoming Meetings/Events**

- Board of Review – September 29<sup>th</sup>
- Plan Commission – October 5<sup>th</sup>
- Annual EMS District Meeting – October 15<sup>th</sup>
- Public Hearings:
  - Atkins Verona Bicycle Shoppe – 517 Half Mile Road
  - New Century/Sugar Creek School Redevelopment – 420 Church Avenue

### **Board of Review**

**Board of Review** – Tuesday, September 29<sup>th</sup> at 5:30 p.m. – until adjournment. This is the meeting that will require the Board of Review to hear assessment objections from taxpayers whose objections were not able to be settled at Open Book. This Board of Review meeting must meet for a minimum of two (2) hours.

### **Free E-Waste Day Cancelled**

The 2020 E-Waste Day has been cancelled due to COVID-19 and to ensure the health and safety of Staff. The City continues to accept all e-waste items from Verona residents at the Public Works drop-off site at 410 Investment Court for a nominal fee.

### **Prescription Drug Take Back Event**

The City will be hosting the annual Prescription Drug Take Back Event on October 24<sup>th</sup> at City Hall from 9:00 a.m. until 2:00 p.m. This event will allow people to drop-off prescription drugs for proper disposal.

### **Election Information**

Early voting:

#### **City Hall**

Tuesday, October 20<sup>th</sup> thru Friday, October 23<sup>rd</sup>: 8 a.m. – 4:30 p.m.

Saturday, October 24<sup>th</sup>: 9 a.m. – 3 p.m.

Monday, October 26<sup>th</sup> thru Friday, October 30<sup>th</sup>: 7 a.m. – 7 p.m.

#### **Senior Center**

Friday, October 23<sup>rd</sup> and Saturday, October 24<sup>th</sup>: 9 a.m. – 3 p.m.

Senior Center staff is offering to witness absentee ballot signatures for those living alone or otherwise unable to find a witness. This service is by appointment only, beginning Monday, September 28<sup>th</sup>, and ending Friday, October 30<sup>th</sup>. Ballots should not be voted before arriving at the Senior Center. The witness must see that the ballot has not been marked ahead of time. Seniors may ride the Senior Center bus to the Senior Center for witnessing, as well as to the absentee ballot drop box in the parking lot at City Hall. Call the Senior Center at 608-845-7471 to make an appointment. Thank you to the Senior Center staff for helping with the election.

### **2020 Census**

The last day to fill out a 2020 Census form, which is required by law, is Wednesday, September 30<sup>th</sup>. Anyone can still respond at [www.2020Census.gov](http://www.2020Census.gov) or by phone at (844) 330-2020. The information gathered informs federal funding for school lunches, highway construction, education, medicare, and seats in the House of Representatives.

The City has an 84.9% response rate with 78.8% of the responses by the internet. In 2010, the City had an 87% response rate, which was only done by mail in questionnaires. Thank you to those in the City that have already responded to the Census.

### **Employee Work Anniversaries**

The following employees have October work anniversaries:

- Matt Miller – Fire Department Lieutenant – 17 years
- Stephanie Ehle – Senior Center Director – 1 year
- Brad Stoll – Police Officer – 2 years
- Chris Rindy – Firefighter – 1 year

# CITY OF VERONA ENGINEER REPORT

## for September 28, 2020

### CONSTRUCTION PROJECTS

#### WELL 6 PUMPING STATION CONSTRUCTION

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The Contractor is continuing to work on miscellaneous electrical, HVAC, and finishing items (e.g. caulking, plugging and sealing wall penetrations, exhaust ductwork, painting, etc.). The gas service and meter have been installed and the Contractor is finishing internal gas line connections. The Contractor has scheduled generator load testing for Sept. 28th, and well start-up is currently set for October 8th with a backup date of October 15th.

#### VERONA AREA HIGH SCHOOL CONSTRUCTION – TRAFFIC IMPROVEMENTS

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All project roads are open to traffic with some traffic lane restrictions anticipated in the next couple of weeks or so to complete remaining punchlist and re-work items.

#### CTH M CONSTRUCTION

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

#### THE WOODS AT CATHEDRAL POINT PHASE 1

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Placement of the base course for the streets is underway. Topsoil is being placed on the residential lots.

#### SUGAR CREEK COMMONS – PUBLIC IMPROVEMENTS

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This project bid results are under review. Work will consist of reconstruction of a portion of West Verona Avenue (from approximately 200 feet east of Todd Street) and Legion Street (from West Verona Avenue to Topp Avenue) to install a new sanitary sewer main on West Verona Avenue and Legion Street and replace an old water main on Legion Street and Topp Avenue. New median improvements will also be constructed to provide left-turn lanes from westbound West Verona Avenue to the proposed Sugar Creek Commons development. Other improvements include new curb and gutter, asphalt pavement, and new sidewalk along the east side of Legion Street.

#### HARMONY HILLS DETENTION BASIN CLEAN-OUT

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This basin is located east of the 1200 block of Enterprise Drive and south of Lucerne Drive. Price estimates from three contractors have been requested. Public information meetings are currently scheduled through the Library for October 14th at 6 PM and October 20th at 6:30 PM. Letters will be sent to the residents immediately adjacent to the basin to inform them of the information meetings and the planned work.

## MAJOR DESIGN PROJECTS

### EAST SIDE INTERCEPTOR DESIGN

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Bid opening occurred September 17th. The awarding of the construction contract is to be discussed later in the agenda. A letter to adjacent property owners was sent the week of September 21st (last week) notifying them of the project and an upcoming Public Information Meeting in late October / early November.

### LINCOLN STREET STORMWATER FACILITY DESIGN

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Final design is progressing on the pond design and modeling, pond embankment (dam) design and permitting, and corresponding hydraulic and water quality modeling. Permitting meetings are being held with agencies over the next two weeks, with applications to follow. Then the team will progress toward 90% design documents by early December.

### N. MAIN STREET WATER MAIN REPLACEMENT DESIGN

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A site visit with City staff and the field work for the survey was completed in late August. The preliminary water layout has been started. Right-of-way documentation was requested by the City last week. Plans and specifications are scheduled for final delivery in Winter.

## MEMORANDUM

To: Mayor and Council Members

From: Adam Sayre, City Administrator

Date: September 25, 2020

Re: Administrator's Memo – September 28, 2020 Common Council Meeting

Listed below is an explanation of items on the September 28, 2020 Common Council agenda:

### **PUBLIC WORKS/SEWER AND WATER COMMITTEE**

#### **1. Discussion and Possible Action Re: Project closeout and Change Order No. 1 for Project ID 2020-101, 2020 Verona Street Asphaltic Rehabilitation**

Payne and Dolan has successfully completed the 2020 Asphaltic Rehabilitation project along Northern Lights Road between Breckenridge Road and N. Nine Mound Road. Change order No. 1 is to rectify as-built quantities for the work required to complete the project:

- Deduction in undercut excavation for unsuitable soils – item not used.
- Deduction in crushed stone for subgrade stabilization – item not used.

This will close the contract with Payne & Dolan and final payment will be issued.

The contract notes are as follows:

- Contract award value = \$197,527.50
- Change order No. 1 = \$42,015.26 (deduct)
- Contract value after incorporating this change order = \$155,512.24

#### **2. Discussion and Possible Action Re: Change Order No. 2 for Project ID 2016-123 CTH PD Woods Road to CTH M**

Payne and Dolan has successfully completed the expansion of CTH PD between Woods Road to CTH M. Change order No. 2 is to rectify as-built quantities for the work required to complete the project:

- Addition of items:
  - o Curb and gutter
  - o Milling of asphaltic surface
- Rectifying as-built quantities

The contract notes are as follows:

- Contract value = \$1,489,248.85
- Change order No. 2 = \$12,884.08 (add)
- Contract value after incorporating this change order = \$1,502,132.93

This change order will start the project closeout process to allow Payne and Dolan make full payment to their subcontractors so they can receive lien waiver which they need to supply to the City. The contract with Payne and Dolan will ultimately be held open until the tree maintenance cycle is completed over the next two years.

**3. Discussion and Possible Action Re: Awarding contract for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement**

The eastside sanitary sewer interceptor is for the replacement of the interceptor from Bruce Street to the lands just north of Arbor Vitae Place. The project includes the replacement of the 15-inch interceptor that was constructed in 1960 to increase capacity and replace aged infrastructure. Madison Metropolitan Sewerage District (MMSD) and Dane County will also be joining the construction project and paying for their portion of the project as agreed to in previously executed agreements. Seven (7) bids were received for the project referenced above. The two lowest bidders and highest bid are listed below:

- Minger Construction Co., Inc. (Jordan , MN) \$7,761,804.60 (Low bidder)
- RG Huston Company, Inc. (Cottage Grove, WI) \$7,764,886.46
- Fischer Excavating, Inc. (Freeport, IL) \$9,973,003.51

The estimate with contingencies was \$8,852,354.50. The following bid items provided a significant reduction as compared to the estimate:

- 24-inch interceptor pipe
- 24-inch force main pipe

Minger Construction Co., Inc. has not completed work for the City of Verona previously. Based on pre-qualification for this project, past work performed in other communities, and references checked, the City of Verona Public Works Staff (including MMSD staff) is of the opinion that Minger Construction Co., Inc. has the personnel, equipment, expertise, and financial assets necessary to complete the project.

**NEW BUSINESS**

**A. Discussion and Possible Action Re: Proclamation: Halloween Trick or Treat hours**

The proposed proclamation will set City trick-or-treating hours from 5:00 p.m. to 8:00 p.m. on October 31<sup>st</sup>. Dane County Public Health has issued guidance for trick-or-treating and that link is provided below. In general, the guidance provides social distancing recommendations, a guide for how to safely trick-or-treat and how to hand out treats. The public is encouraged to review and follow the guidance.

[https://publichealthmdc.com/documents/halloween\\_tips.pdf](https://publichealthmdc.com/documents/halloween_tips.pdf)

**B. Discussion and Possible Action Re: Resolution No. R-20-036 authorizing the issuance of an \$800,000 Municipal Revenue Obligation of the City of Verona, Wisconsin to ACS Holdings, LLC**

In 2019, the City approved the issuance of a Municipal Revenue Obligations (MRO) for the ACS project located in the Liberty Business Park. ACS was recently granted occupancy of their building requiring the City to approve the MRO. The MRO provides ACS with up to \$800,000 in a paygo TIF incentive for up to 90% of the available tax increment for the project. Payments would be made from 2021 through 2041 or until the \$800,000 in payments is completed. The adoption of the resolution is more of an administrative formality, as the City has already approved a development agreement and terms of the TIF incentive.

- C. Discussion and Possible Action Re: Ordinance No. 20-968 amending Section 8-1-4 eliminating the Weed Commissioner and amending the Ordinance to benefit butterflies**
- The proposed Ordinance amendment eliminates the Weed Commissioner, puts the Building Inspector in charge of weed enforcement, adds Japanese Knotweed as a noxious weed, and removes milkweed as a noxious weed. The Building Inspector currently enforces the Weed Ordinance, and the proposed change will bring the Ordinance in line with what is actually occurring. Japanese Knotweed is an invasive species that was added to the list of noxious weeds. Milkweed was removed from the noxious weed list because it is a very important plant for Monarch Butterflies, as the caterpillars feed exclusively on milkweed.

# CHANGE ORDER NO. 1

Owner City of Verona Date 8-31-2020  
 Project 2020-101, 2020 Verona Street Asphaltic Rehabilitation Owner's Contract No. 2020-101  
 Contractor Payne & Dolan, Inc. Date of Contract Start March 10, 2020

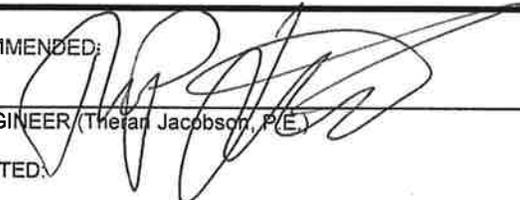
You are directed to make the following changes in the Contract Documents. Description:  
 Closeout contract for processing of final payment with as-built quantities.

Reason for Change Order:  
 Rectify as-built quantities.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)		
		To substantial completion	To final completion	
Original:	<u>\$197,527.50</u>	Original Completion Date:	<u>7/3/2020</u>	<u>8/3/2020</u>
Previous C.O.s (ADD/DEDUCT):	<u>\$0</u>	Previous C.O.s (ADD/DEDUCT):	<u>N/A</u>	<u>N/A</u>
This C.O. (ADD/DEDUCT):	<u>\$42,015.26</u>	This C.O. (ADD/DEDUCT):	<u>N/A</u>	<u>N/A</u>
Contract Price with all approved Change Orders:	<u>\$155,512.24</u>	REVISED:	<u>N/A</u>	<u>N/A</u>
		Revised Completion Date:	<u>N/A</u>	<u>N/A</u>

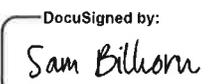
It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED: 

By: \_\_\_\_\_ Date 9/16/2020  
 ENGINEER (Therian Jacobson, P.E.)

ACCEPTED: \_\_\_\_\_  
 OWNER (Luke Diaz)

ACCEPTED:  DocuSigned by:  
  
 By: \_\_\_\_\_ Date 9/9/2020  
 CONTRACTOR (Payne & Dolan, Inc.)  
 Sam Bilhorn - Area Manager

City of Verona, WI

2020-101 / 1  
 Project Change  
 Number Order No.

Owner: City of Verona, Wisconsin

Project: 2020 Verona Street Asphaltic Rehabilitation

Project No.: 2020-101 Contract: 2020-101 2020 Verona Street Asphaltic Rehabilitation

Contractor: Payne & Dolan, Inc.

6295 Lacy Road

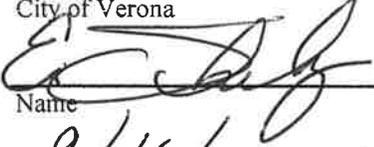
Verona, WI 53539

Estimate Prepared By: Sam Bilhorn  
Name

Area Manager  
Title

9/9/2020  
Date

The work covered by this progress payment has been performed by the contractor, and we recommend payment.

City of Verona  
  
Name

9/16/2020  
Date

  
Owner's approval

9-16-2020  
Date

Payne & Dolan, Inc.  
6295 Lacy Road  
Verona, WI 53539

Owner: City of Verona, Wisconsin

Project: 2020 Verona Street Asphaltic Rehabilitation

Project No.: 2020-101 Contract: 2020-101 2020 Verona Street Asphaltic Rehabilitation

Contractor: Payne & Dolan, Inc.

Estimate No.: 2

**SUMMARY**

Original Contract Amount		\$	<u>197,527.50</u>
Change Order Addition	\$	<u>-</u>	
Change Order Deduction	\$	<u>(42,015.26)</u>	
Net Change by change Orders	\$	<u>(42,015.26)</u>	
Net Revised Contract Amount		\$	<u>155,512.24</u>

**REQUEST THIS ESTIMATE**

Complete to Date	\$	<u>155,512.24</u>
Materials on Hand (listing attached)	\$	<u>-</u>
Subtotal	\$	<u>155,512.24</u>
Less Amount Retained (5% of 1st 50% of Contract)	\$	<u>-</u>
Less Previous Estimates	\$	<u>150,607.75</u>
Amount Due This Estimate	\$	<u>4,904.49</u>

By:

DocuSigned by:

*Sam Bilhorn*

Sam Bilhorn - Area Manager

Date:

9/9/2020



**CERTIFICATION BY CONTRACTOR**

Project Name: 2020 Verona Street Asphaltic Rehabilitation

Project Number: 2020-101

Project Location: Verona, WI

Owner: City of Verona, Wisconsin

We hereby certify that all persons, firms, or corporations who have done work or furnished materials for this contract, for which the owner may become legally liable, have been fully paid or satisfactory secured.

Contractor: Payne & Dolan, Inc.

Signature By: Sam Bilhorn  
DocuSigned by:  
D9877ECB0C1941F...

Print Name: Sam Bilhorn

Title: Area Manager

Date: 9/9/2020

Sworn and subscribed to before me this

9th day of September, 2020.

Lori Langer  
Notary Public



My commission expires: 2/19/2023



## List of Agents and Subcontractors

Name Barricade Flasher Service, Inc.			Name Century Fence Company		
Street Address 6610 S 13 <sup>th</sup> Street			Street Address 1300 Hickory Street		
City Oak Creek	State WI	Zip Code 53154	City Pewaukee	State WI	Zip Code 53072
Telephone Number (414) 764-1790			Telephone Number (800) 558-0507		
Name Edgerton Contractors,, Inc.			Name Hard Rock Sawing & Drilling Specialist		
Street Address P.O. Box 901			Street Address P.O. Box 718		
City Oak Creek	State WI	Zip Code 53154	City Keshena	State WI	Zip Code 54135
Telephone Number (414) 764-4443			Telephone Number (715) 799-3823		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

**If you have any questions call (608) 266-0028**

**FINAL WAIVER OF LIEN**

Project Name: 2020 Verona Street Asphaltic Rehabilitation

Project Number: 2020-101

Project Location: Verona, WI

Owner: City of Verona, Wisconsin

Whereas, Pennis Lampman (name) being duly sworn that he/~~she~~ is the President (title) of Barricade Flasher Service (company name), having contracted with **Payne & Dolan, Inc.** to furnish material and/or labor for the project name, number, location, and owner noted above. The undersigned, for and in consideration of:

Total Contract Amount of: \$3450<sup>00</sup>

Final Payment Amount of: \$172.50

And other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the Statutes of the State of Wisconsin, relating to Construction Liens, with respect to and on said above-described premises, on the monies, bonds, or warrants due or to become due and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished with respect to and on said above-described premises, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished any time hereafter, by the undersigned for the above-described premises, including extras.

Given under my hand and seal this 4<sup>th</sup> day of September, 2020.

Barricade Flasher Service

Company Name

Signature: Pennis Lampman

Sworn and subscribed to before me this 4<sup>th</sup> day of September, 2020.

Notary Public Adam S. Linton

My commission expires: 9/18/2021

RECEIVED  
SEP 04 2020

**FINAL WAIVER OF LIEN**

Project Name: 2020 Verona Street Asphaltic Rehabilitation

Project Number: 2020-101

Project Location: Verona, WI

Owner: City of Verona, Wisconsin

Whereas, Timothy McChesney (name) being duly sworn that he/she is the Vice President (title) of Century Fence Company (company name), having contracted with Payne & Dolan, Inc. to furnish material and/or labor for the project name, number, location, and owner noted above. The undersigned, for and in consideration of:

Total Contract Amount of: 2900.00

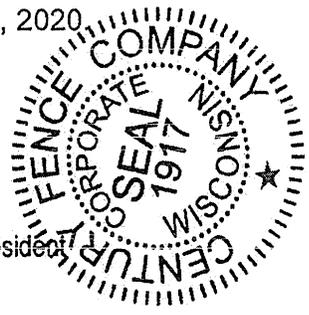
Final Payment Amount of: 2096.00

And other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the Statutes of the State of Wisconsin, relating to Construction Liens, with respect to and on said above-described premises, on the monies, bonds, or warrants due or to become due and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished with respect to and on said above-described premises, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished any time hereafter, by the undersigned for the above-described premises, including extras.

Given under my hand and seal this ninth day of September, 2020

Century Fence Company  
Company Name

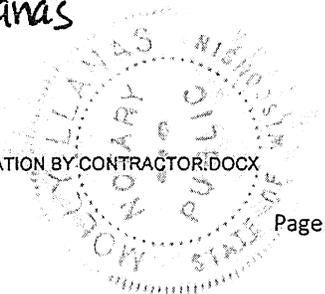
Signature: [Handwritten Signature]  
Timothy McChesney, Vice President



Sworn and subscribed to before me this ninth day of September, 2020.

Notary Public [Handwritten Signature] Molly Hlanas

My commission expires: February 20, 2022



**FINAL WAIVER OF LIEN**

Project Name: 2020 Verona Street Asphaltic Rehabilitation

Project Number: 2020-101

Project Location: Verona, WI

Owner: City of Verona, Wisconsin

Whereas, Thomas P Wolfe (name) being duly sworn that he/she is the Treasurer (title) of Edgerton Contractors Inc (company name), having contracted with **Payne & Dolan, Inc.** to furnish material and/or labor for the project name, number, location, and owner noted above. The undersigned, for and in consideration of:

Total Contract Amount of: 1851,65

Final Payment Amount of: 392.65

And other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the Statutes of the State of Wisconsin, relating to Construction Liens, with respect to and on said above-described premises, on the monies, bonds, or warrants due or to become due and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished with respect to and on said above-described premises, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished any time hereafter, by the undersigned for the above-described premises, including extras.

Given under my hand and seal this 3 day of September, 2020.

Edgerton Contractors, Inc

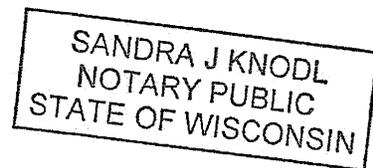
Company Name

Signature: Tom Wolfe

Sworn and subscribed to before me this 3 day of September, 2020.

Notary Public Sandra J Knodl

My commission expires: 4.3.2024



**FINAL WAIVER OF LIEN**

Project Name: 2020 Verona Street Asphaltic Rehabilitation

Project Number: 2020-101

Project Location: Verona, WI

Owner: City of Verona, Wisconsin

Whereas, Mary E Doratka (name) being duly sworn that he/she is the President (title) of Hard Rock Sawing & Drilling Specialists (company name), having contracted with Payne & Dolan, Inc. to furnish material and/or labor for the project name, number, location, and owner noted above. The undersigned, for and in consideration of:

Total Contract Amount of: 870.75

Final Payment Amount of: 870.75

And other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the Statutes of the State of Wisconsin, relating to Construction Liens, with respect to and on said above-described premises, on the monies, bonds, or warrants due or to become due and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished with respect to and on said above-described premises, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished any time hereafter, by the undersigned for the above-described premises, including extras.

Given under my hand and seal this 3 day of Sept, 2020.

**Hard Rock Sawing & Drilling Specialists**

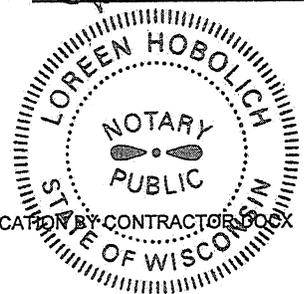
Company Name \_\_\_\_\_

Signature: Mary E Doratka

Sworn and subscribed to before me this 3 day of September, 2020.

Notary Public Jean Hobolich

My commission expires: 21-2022



## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections, 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b) Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of Wisconsin)   County Of Dane)		Project Name 2020 Verona Street Asphalt Rehabilitation	
		DWD Determination Number N/A	Project Number (if applicable) 2020-101
	)SS	Date Determination Issued N/A	Date of Subcontract 3/10/2020
		Awarding Contractor Payne & Dolan, Inc	
		Date Work Completed 7/1/2020	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit <i>Barricade Flasher Service</i>				
Street Address or PO Box <i>6610 S. B3TH ST</i>	City <i>Oak Creek</i>	State <i>WI</i>	Zip Code <i>53154</i>	Telephone Number <i>414-764-1790</i>
Print Name of Authorized Officer <i>Dennis Lampman</i>			Date Signed <i>9/4/20</i>	
Signature of Authorized Officer <i>Dennis Lampman</i>				

RECEIVED

SEP 04 2020

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections, 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b) Wisconsin Statutes.

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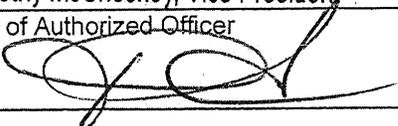
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State Of Wisconsin)    County Of Dane)			Project Name 2020 Verona Street Asphalt Rehabilitation
		DWD Determination Number N/A	Project Number (if applicable) 2020-101
	)SS	Date Determination Issued	Date of Subcontract 3/10/2020
		Awarding Contractor Payne & Dolan, Inc	
		Date Work Completed 7/1/2020	

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- I have fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
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- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit <b>Century Fence Company</b>				
Street Address or PO Box <b>1300 Hickory Street</b>	City <b>Pewaukee</b>	State <b>WI</b>	Zip Code <b>53072</b>	Telephone Number <b>8005580507</b>
Print Name of Authorized Officer <b>Timothy McChesney, Vice President</b>			Date Signed <b>9.9.2020</b>	
Signature of Authorized Officer 				

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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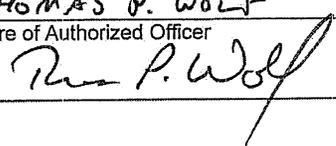
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State Of Wisconsin)	Project Name 2020 Verona Street Asphalt Rehabilitation	
	DWD Determination Number N/A	Project Number (if applicable) 2020-101
)SS  County Of Dane)	Date Determination Issued	Date of Subcontract 3/10/2020
	Awarding Contractor Payne & Dolan, Inc	
	Date Work Completed 7/1/2020	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit <b>EDGERTON CONTRACTORS, INC.</b>				
Street Address or PO Box <b>P.O. BOX 901</b>	City <b>OAK CREEK</b>	State <b>WI</b>	Zip Code <b>53154</b>	Telephone Number <b>(414)764-4443</b>
Print Name of Authorized Officer <b>THOMAS P. WOLF</b>			Date Signed <b>9-3-20</b>	
Signature of Authorized Officer 				

## Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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State Of Wisconsin    County Of Dane)	)SS	Project Name 2020 Verona Street Asphalt Rehabilitation	
		DWD Determination Number N/A	Project Number (if applicable) 2020-101
		Date Determination Issued	Date of Subcontract 3/10/2020
		Awarding Contractor Payne & Dolan, Inc	
		Date Work Completed 7/1/2020	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit <b>Hard Rock Sawing &amp; Drilling Specialists</b>				
Street Address or PO Box P.O. Box 715	City Keshena	State W	Zip Code 54135	Telephone Number 7157993833
Print Name of Authorized Officer Mary E Horvath			Date Signed 9-3-2020	
Signature of Authorized Officer <i>Mary E Horvath</i>				

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No 30075709

**PROJECT:** 2020 Verona Street Asphaltic Rehabilitation (Job #309072)  
(name, address)

**TO (Owner)**

CITY OF VERONA  
410 Investment Court  
Verona WI 53593

ARCHITECT'S PROJECT NO:  
CONTRACT FOR:  
2020 Verona Street Asphaltic Rehabilitation (Job #309072)  
CONTRACT DATE: 3/10/2020

**CONTRACTOR:** PAYNE & DOLAN, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

WESTERN SURETY COMPANY  
151 N. Franklin Street  
Chicago IL 60606

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

PAYNE & DOLAN, INC.  
6295 Lacy Road  
Fitchburg WI 53593

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

CITY OF VERONA  
410 Investment Court  
Verona WI 53593

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,

the Surety Company has hereunto set its hand this

4th day of September, 2020

Attest: Witness:  
(Seal):

*Jeff Moore*

WESTERN SURETY COMPANY

Surety Company

*Brian Krause*  
Signature of Authorized Representative

Brian Krause  
Title

Attorney-in-Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,  
Current Edition

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin  
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

of Green Bay, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of November, 2019.



WESTERN SURETY COMPANY

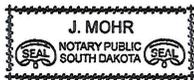
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of November, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4<sup>th</sup> day of September, 2020.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# CHANGE ORDER NO. 2

Owner City of Verona Date 08-25-2020  
 Project 2016-123, CTH PD (Woods Road to CTH M) Owner's Contract No. 2016-123  
 Contractor Payne & Dolan, Inc. Date of Contract Start August 19, 2019

You are directed to make the following changes in the Contract Documents.  
 Closeout contract for processing of final payment with as-built quantities and:

Adding Items:

CCO.02.01 Curb mule change for scab on C&G; 1 LS @ \$1,500/LS = **\$1,500.00**  
 CCO.02.02 Milling Asphaltic Surface 2-Inch; 770 SY @ \$6.00/SY = **\$4,620.00**  
 Total to rectify as-built quantities = **\$6,764.08**  
**Total Net Change = \$12,884.08**

Reason for Change Order:

Added Items:

CCO.02.01 Curb mule change for scab on C&G – In order to reduce the curb front fill of asphalt the request was made to pour curb and gutter directly to the existing pavement, this required the contractor to change the mule on the curb machine. This price was justified due to the amount of down time the 10 man crew had while the mule was being changed.

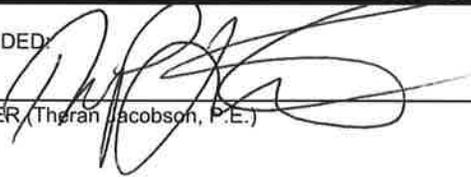
CCO.02.02 Milling Asphaltic Surface 2-Inch – Project staff requested to have the area on westbound ant the east limits be only surface milled instead of full pavement removal as the existing pavement was only 1 year old from the CTH M project.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial completion	To final completion
Original:	<u>\$1,479,552.75</u>	Original Completion Date: <u>9/25/2020</u>	<u>10/15/2022</u>
Previous C.O.s (ADD/DEDUCT):	<u>\$9,696.10</u>	Previous C.O.s (ADD/DEDUCT):	<u>N/A</u>
This C.O. (ADD/DEDUCT):	<u>\$12,884.08</u>	This C.O. (ADD/DEDUCT):	<u>N/A</u>
Contract Price with all approved Change Orders:	<u>\$1,502,132.93</u>	REVISED:	<u>N/A</u>
		Revised Completion Date:	<u>N/A</u>

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

By:  \_\_\_\_\_  
 ENGINEER (Theran Jacobson, P.E.)

Date 9/16/2020

ACCEPTED:

By: \_\_\_\_\_  
 OWNER (Luke Diaz, Mayor)

Date \_\_\_\_\_

ACCEPTED/Signed by:

By: Sam Bilhorn \_\_\_\_\_  
 CONTRACTOR (Payne & Dolan, Inc.)  
 Sam Bilhorn - Area Manager

Date 9/16/2020

City of Verona, WI

2016-123 / 2  
 Project Change  
 Number Order No.



# City of Verona

Public Works Department  
410 Investment Court  
Verona, WI 53593

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

September 24, 2020

City Council Members  
111 Lincoln Street  
Verona, WI 53593

Delivery Method:  
Agenda Item

Subject: **Letter of Recommendation  
Eastside Sanitary Sewer Interceptor Replacement  
City ID 2018-108**

Dear Council Members,

In accordance with the Official Notice to Bidders, bids were received for the above subject project using the Quest Construction Data Network (QuestCND) until 2:00 p.m. local time on September 17, 2020. Following the close of bidding, the bids received were publicly opened and read aloud virtually via GoToMeeting. We have reviewed all of the bids received and have enclosed a copy of the summary Bid Tabulation for your information.

This project involves the Madison Metropolitan Sewerage District (MMSD) and Dane County but ultimately the City of Verona (City) is the owner of the contract with the contractor. More specifically:

- (1) The City entered-into a Memorandum of Understanding (MOU) with Madison Metropolitan Sewerage District (MMSD) in February of 2019 for joint design and construction of the City of Verona East Side Interceptor Replacement and the MMSD Pump Station 17 Force Main Relief Phase 1. As part of the MOU, the City of Verona and MMSD agreed to split all design costs, including permits, easements, etc. The City and MMSD also agreed to split construction costs based on an Opinion of Probable Construction Cost (OPCC) approved by both agencies. MMSD commission approved the MMSD portion of the project on Thursday September 24, 2020.
- (2) During the easement acquisition process, Dane County, who owns a portion of the land where the project will be located, asked to include Lower Badger Mill Creek stream bank improvements into the overall project. The City ultimately entered-into an Intergovernmental Agreement with Dane County in August 2020 for the joint construction of their project elements which lay in the same corridor as the pipelines. These items were viewed as very sustainable to the region overall, so they were added to the scope of work as separate items to be

paid by the County. The City received a letter from the County on September 21, 2020 accepting the bid price from the low bidder for their items.

Seven (7) bids were received for the project. The low bid was submitted by Minger Construction Company of Jordan, MN, in the amount of \$7,761,804.60. The high bid was submitted by Fischer Excavating in the amount of \$9,973,003.51. The engineer's estimate for this project was \$8,852,354.50. The bid of Minger Construction Company is approximately 12 percent below the engineer's estimate.

Prequalification was required to bid on this project. Minger Construction Company appropriately submitted the prequalification form and City Staff reviewed their form and approved it prior to the bid opening. City Staff contacted two (2) references given in the prequalification form, the City of Bloomington, MN and the City of Mequon, WI. Both references stated that Minger Construction Company successfully completed their projects, they were pleased with their performance, and stated Minger Construction Company was a responsible contractor. City Staff recommends that the City of Verona accept the Bid of Minger Construction Company for the Eastside Sanitary Sewer Interceptor Replacement project and would recommend award of the contract in the amount of \$7,761,804.60.

We respectfully present these recommendations for review and consideration. Should the City Council accept the recommendations set forth herein, the award of the contract to Minger Construction Company, of Jordan MN, should be made by formal motion in the amount of \$7,761,804.60. Per the bidding documents, should the City Council so decide to award a contract for the work, the award must be made on or before October 22, 2020.

Also included with the letter is a map of the project corridor for reference.

We will be pleased to answer any questions concerning the recommendation set forth herein.

Sincerely,

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

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

Enclosures:

Bid Tally Summary  
Map of Project Corridor

Cc:

Adam Sayre, ACIP - City Administrator (e-mail)  
Eric Hjellen, P.E. – MMSD Project Engineer (e-mail)  
Gary Randal, P.E. SEH – Design Consultant (e-mail)  
Al Bush, P.E. SEH – Design Consultant (e-mail)  
file

Drafted / reviewed by:  
TPJ/km

S:\PROJECTS\2018-108 E. SIDE INTERCEPTOR COLLECTION SYSTEM\DESIGN - PERMITTING - BIDDING\BIDDING\LETTER OF RECOMMENDATION\2018-108, ESI - BID OPENING LETTER OF RECOMMENDATION - MINGER.DOCX

# Attachment 1

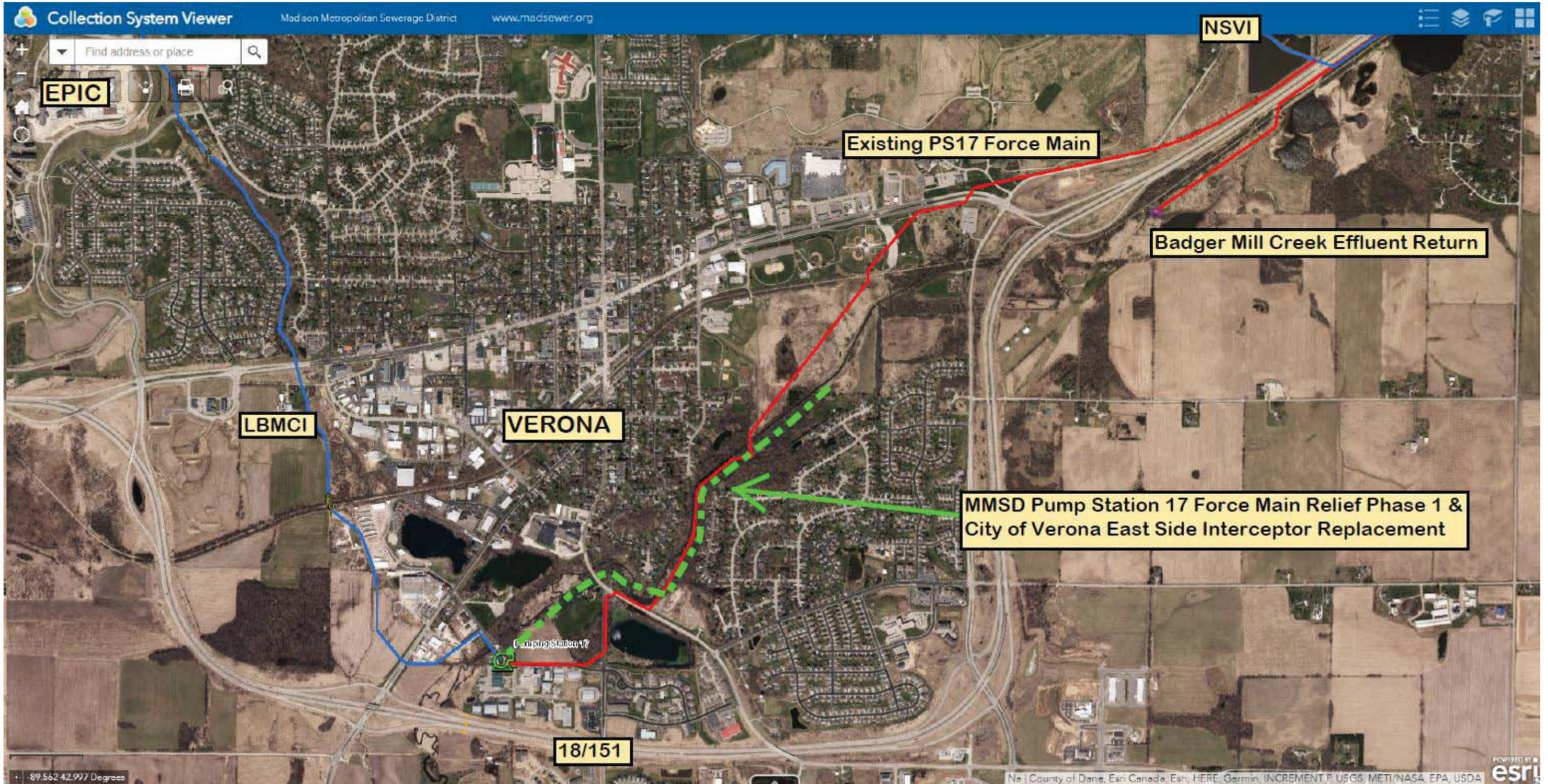
## *Bid Tabulation Summary*

### **City of Verona Eastside Interceptor and MMSD Pumping Station 17 Force Main Relief-Phase 1**

*Bid Opening: Thursday, September 17, 2020*

<b>Bidder</b>	<b>Total Bid Amount</b>	<b>MMSD Portion</b>	<b>Verona Portion</b>	<b>County Portion</b>
<b>Minger Construction Co., Inc. (Low Bidder)</b>	<b>\$7,761,804.60</b>	<b>\$2,951,963.40</b>	<b>\$4,427,945.10</b>	<b>\$381,896.10</b>
RG Huston Company, Inc.	\$7,764,886.46	\$2,915,051.26	\$4,372,576.90	\$477,258.30
Maddrell Excavating, LLC	\$8,799,437.30	\$3,146,138.18	\$4,719,207.27	\$934,091.85
Capitol Underground, Inc.	\$9,518,003.52	\$3,510,501.64	\$5,265,752.47	\$741,749.41
Speedway Sand & Gravel, Inc.	\$9,813,211.99	\$3,750,171.94	\$5,625,257.91	\$437,782.14
SJ Louis Construction, Inc.	\$9,927,000.00	\$3,712,551.60	\$5,568,827.40	\$645,621.00
Fischer Excavating, Inc.	\$9,973,003.51	\$3,752,981.50	\$5,629,472.26	\$590,549.75

# ATTACHMENT 2



**CITY OF VERONA PROCLAMATION**  
Halloween Trick-Or-Treat Hours

In the interest of promoting Halloween safety  
for Verona area children, I, Luke Diaz,  
Mayor of the City of Verona,  
hereby proclaim the official hours of  
trick-or-treating in the City of Verona to be  
between 5:00 p.m. and 8:00 p.m.  
on Saturday, October 31, 2020.



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Luke Diaz, Mayor  
City of Verona

Signed and dated this 28<sup>th</sup> day of September, 2020

RESOLUTION NO. R-20-036

A RESOLUTION AUTHORIZING  
THE ISSUANCE OF AN \$800,000 MUNICIPAL REVENUE OBLIGATION OF THE CITY  
OF VERONA, WISCONSIN  
TO ACS HOLDINGS, LLC

WHEREAS the City of Verona, Wisconsin (the "City") has created its Tax Incremental District No. 10 ("TID No. 10") for the purpose of promoting industrial development in the City; and

WHEREAS ACS Holdings, LLC (the "Developer") is undertaking a development project in TID No. 10 pursuant to the terms of a Development Agreement dated November 4, 2019, between the Developer and the City (the "Development Agreement"); and

WHEREAS such development project in TID No. 10 constitutes a revenue producing enterprise of the City which is operated for a public purpose, and constitutes a "public utility" within the meaning of Section 66.0621 of the Wisconsin Statutes; and

WHEREAS in order to further its industrial development efforts in TID No. 10, the City has agreed pursuant to the terms of the Development Agreement, to issue to the Developer a Municipal Revenue Obligation payable solely from tax increments generated from the property described on Exhibit A attached hereto (the "Property");

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Verona, Wisconsin, as follows:

Section 1. Authorization of Municipal Revenue Obligation. For the purpose of financing industrial development projects in TID No. 10, the City shall issue its "Municipal Revenue Obligation" (the "Bond") to the Developer in consideration for the obligations undertaken by the Developer under the Development Agreement. The Bond shall be in the principal amount of \$800,000 or such lesser amount as is provided in Section 3.b. of the Development Agreement (the "Principal Amount") and shall not bear interest.

The Bond shall be payable in installments of principal due on November 1 (the "Bond Payment Date") in each of the years 2021 through 2041. The amount payable on the Bond on each Bond Payment Date shall be ninety percent (90%) of the Available Tax Increment (as defined in Section 9.a. of the Development Agreement) generated by the Property in the twelve (12) month period preceding the Bond Payment Date, subject to annual appropriation by the Common Council as provided in Section 3 below.

The Bond shall be subject to prepayment in whole or from time to time in part at any time, at the option of the City.

The schedule of installments of the Bond is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

The Bond shall be signed by the manual or facsimile signatures of the Mayor and City Clerk of the City (provided that, unless the City has contracted with a fiscal agent to authenticate the Bond, at least one of such signatures shall be manual), and sealed with the corporate seal of the City, or a facsimile thereof.

The Bond, together with interest thereon, shall be payable only out of the Special Redemption Fund hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and the revenues pledged to such Fund pursuant to this Resolution.

Section 2. Form of Bond. The Bond shall be in substantially the form set forth on Exhibit B attached hereto.

Section 3. Payable Solely From Revenues. The Bond shall be payable only out of the Special Redemption Fund as hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and from the revenues pledged to such fund, and shall be payable solely from Available Tax Increments (as defined in the Development Agreement) derived from the Property which have been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the Common Council to the payment of the Bond ("Tax Increments" or "Revenues").

As stated above, the application of Tax Increments to payment of the Bond is subject to annual appropriation by the Common Council. However, the City fully expects and anticipates that to the extent Tax Increments are generated by the Property and provided that the Developer is in compliance with the terms and conditions of the Development Agreement and is not delinquent in the payment of any real estate taxes levied on the Property, it will, in each year, appropriate ninety percent (90%) of the Available Tax Increment to the payment of the principal of the Bond as provided in the Development Agreement.

Section 4. Special Redemption Fund. For the purpose of the application and proper allocation of the Revenues, and to secure the payment of the principal of the Bond, the Special Redemption Fund is hereby created and shall be used solely for the purpose of paying principal of the Bond in accordance with the provisions of the Bond and this Resolution.

Uninvested money in the Special Redemption Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the City as public depositories under the laws of Wisconsin. Such deposits of Special Redemption Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the City.

Money in the Special Redemption Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the Bond. All income from such investments shall be deposited in the Special Redemption Fund. Such investments shall be liquidated at any time

when it shall be necessary to do so to provide money for any of the purposes for the Special Redemption Fund.

All Revenues shall be deposited in the Special Redemption Fund, and no other fund is created by this Resolution.

Section 5. Application of Revenues to Payment of the Bond. On each Bond Payment Date, the City shall apply to the payment of the principal due on the Bond Tax Increments received by the City with respect to the Property during that calendar year and appropriated by the Common Council to the payment of the Bond.

If on any Bond Payment Date there shall be insufficient Revenues appropriated to pay the principal due on the Bond, the amount due but not paid shall accumulate and be payable on the next Bond Payment Date until the final Bond Payment Date. The City shall have no obligation to pay any amount of principal on the Bond which remains unpaid after the final Bond Payment Date and the owner of the Bond shall have no right to receive payment of such amounts.

In any event, the Bond and any obligation under the Bond shall terminate on the earliest of (1) the date on which the Principal Amount of the Bond has been paid in full, (2) the Bond Payment Date in the year 2041, (3) the termination date of TID No. 10 or (4) the date upon which the obligations of the City are otherwise cancelled pursuant to the terms of the Development Agreement. In addition, the maximum aggregate amount of principal to be paid on the Bond shall not exceed \$800,000.

Section 6. Persons Treated as Owners; Transfer of Bond. The City Treasurer shall keep books for the registration and for the transfer of the Bond. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of the principal of the Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bond may be transferred or assigned, in whole or in part, by the registered owner thereof only with the consent of the City, by surrender of the Bond at the office of the City Treasurer accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer or assignment, the City Treasurer shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the Bond and re-issue the Bond (or a new Bond or Bonds of like aggregate principal amount and maturity).

The Bond may be exchanged for a new Bond or Bonds of like aggregate principal amount and maturity.

Section 7. General Authorizations. The Mayor and City Clerk and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the Bond.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Bond), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

Section 8. Relationship of the Bond and Development Agreement. The Bond is being issued pursuant to and in fulfillment of the City's obligations under Section 6 of the Development Agreement.

Section 9. Effective Date. This Resolution shall be effective immediately upon its passage and approval.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Mayor

Attest:

---

City Clerk

EXHIBIT A

Description of Property

Parcel Number: 286/0608-234-0048-2

LIBERTY BUSINESS PARK LOT 18

EXHIBIT B  
FORM OF  
MUNICIPAL REVENUE OBLIGATION

**MUNICIPAL REVENUE OBLIGATION**

REGISTERED  
No. 1

United States of America

\$800,000

State of Wisconsin

County of Dane

City of Verona

Municipal Development Revenue Obligation, Series \_\_\_\_\_

Maturity  
Date

Original  
Issue Date

November 1, 2041

\_\_\_\_\_, \_\_\_\_\_

REGISTERED OWNER: ACS HOLDINGS LLC

PRINCIPAL AMOUNT: EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)

THE CITY OF VERONA, WISCONSIN (the "City"), for value received, hereby acknowledges itself to owe and promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, by the Maturity Date, solely from the revenues hereinafter specified, the Principal Amount on the dates hereinafter provided, subject to the terms and conditions of this Municipal Revenue Obligation.

The Municipal Revenue Obligation is hereby issued in the total principal amount of eight hundred thousand dollars (\$800,000), with no interest accruing, and payable pursuant to this Municipal Revenue Obligation and Section 9.b. of the Development Agreement executed between the City and the Registered Owner. Notwithstanding the preceding sentence, the City and the Registered Owner agree and acknowledge that the amount to be paid under the Municipal Revenue Obligation shall be the lesser of the percentage of the Available Tax Increment to be paid to the Registered Owner under Section 8 of the Development Agreement or \$800,000, subject to Section 3.b. of the Development Agreement. The Registered Owner has agreed that payment of the Municipal Revenue Obligation by the City will constitute full and adequate reimbursement of the costs incurred by the Registered Owner, for the benefit of the City, related to the development of the Property as detailed in the Development Agreement.

Any payments on the Municipal Revenue Obligation which are due on any Payment Date (defined below) shall be payable solely from and only to the extent that the City shall have received as of such Payment Date "Available Tax Increment." For the purposes of the Municipal Revenue Obligation, "Available Tax Increment" means the actual amount of Tax Increment generated from that portion of TID No. 10 (the "District") defined in the Development Agreement as the "Property" (described in Exhibit A of the Development Agreement) that is received by the City during the twelve (12) month period preceding a Payment Date (identified on Exhibit D of the Development Agreement), during each year. For the purposes of the Municipal Revenue Obligation, "Tax Increment" means the term as defined by Wis. Stat. § 66.1105(2)(i).

Payment of each installment of principal shall be made to the Registered Owner by the Treasurer of the City, who serves as registrar and paying agent (the "Registrar"), and shall be paid annually pursuant to Section 9.b. of the Development Agreement, by check or draft of the City mailed to such Registered Owner at its address.

For purposes of the Municipal Revenue Obligation, a "Payment Date" shall mean each of the scheduled Payment Dates set forth in the Development Agreement (November 1 of each year indicated). Notwithstanding anything to the contrary in the Development Agreement or this Municipal Revenue Obligation, on each of the Payment Dates, the City's payments to the Developer hereunder shall be subject to annual appropriation by the City in accordance with requirements for revenue obligations and in a manner approved by the City's Bond Counsel.

The Municipal Revenue Obligation is intended to help provide improvements to the Property and is payable only from the Available Tax Increment herein described, which Available Tax Increment shall be deposited by the City in a special fund for that purpose and identified as the "Special Redemption Fund." Except as specifically set forth in the Development Agreement or this Municipal Revenue Obligation, Available Tax Increment generated from the Property shall not be appropriated for any other use if not appropriated for this Municipal Revenue Obligation. To the extent that on any Payment Date the City has not received Available Tax Increment for that Revenue Year, the City shall not be required to make a payment to the Developer for that Revenue Year; the City's nonpayment to the Developer shall not constitute a default under this Agreement or the Municipal Revenue Obligation; and the City shall have no obligation under this Agreement or the Municipal Revenue Obligation to subsequently pay the deficiency to the Developer. Notwithstanding the preceding sentence, if the City did not receive the Available Tax Increment for a Revenue Year because of the failure of Dane County to timely remit the proper amount of the Available Tax Increment, the City shall pay the deficiency to the Developer promptly upon remittance by Dane County.

For avoidance of doubt, in no case shall the term of the Municipal Revenue Obligation, and the City's obligation to make payments there under, extend beyond November 1, 2041, or the final payment date on which the City may lawfully make payment on the Municipal Revenue Obligation under Wis. Stat. § 66.1105 of the Wisconsin Statutes, whichever is sooner. The Municipal Revenue Obligation shall terminate on the earlier of (i) the date on which the City's obligation to make any payments under the Municipal Revenue Obligation shall have been paid in full and the City's obligation discharged, which date shall be no later than November 1, 2041, (ii) the termination date of the District established by Wis. Stat. § 66.1105(7)(am)3., or (iii) the date upon which the obligations of the City are otherwise cancelled pursuant to the terms of the Development Agreement. Thereafter, the City shall have no obligation and incur no liability to make any payments there under or hereunder.

This Municipal Revenue Obligation is non-transferable except upon prior written consent of the City.

This Municipal Revenue Obligation is issued pursuant to a resolution adopted on \_\_\_\_\_, by the Common Council, and does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. Reference is hereby made to said Resolution and to the Development Agreement for a more complete statement of the revenues from which and conditions under which this Municipal Revenue Obligation is payable and the general covenants and provisions pursuant to which this Municipal Revenue Obligation has been issued.

**THIS MUNICIPAL REVENUE OBLIGATION SHALL NOT BE PAYABLE FROM OR CONSTITUTE A CHARGE UPON ANY FUNDS OF THE CITY, AND THE CITY SHALL NOT BE SUBJECT TO ANY LIABILITY HEREON OR BE DEEMED TO HAVE OBLIGATED ITSELF TO PAY HEREON FROM ANY FUNDS EXCEPT THE AVAILABLE TAX INCREMENT, AND THEN ONLY TO THE EXTENT AND IN THE MANNER HEREIN SPECIFIED.**

**THE MUNICIPAL REVENUE OBLIGATION IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCE AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE MUNICIPAL REVENUE OBLIGATION AND NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.**

This Municipal Revenue Obligation is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

The principal of the Municipal Revenue Obligation may be prepaid, in whole or in part with written notice to the holder, on any date only as provided in the Development Agreement.

If a transfer is approved by the City, this Municipal Revenue Obligation is transferable by the Registered Owner hereof in person, or by his or her attorney duly authorized in writing, at the principal office of the Registrar in Wisconsin, and upon surrender and cancellation of this Municipal Revenue Obligation. Upon such transfer a new Municipal Revenue Obligation of the same installments and for the same aggregate principal amount will be issued to the transferee in exchange there for.

This Municipal Revenue Obligation is issuable in fully registered form only in the denomination of the entire principal amount outstanding.

The City and the Registrar may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist, happen and be performed precedent to and in the issuance of this Municipal Revenue Obligation have been done, have existed, have happened and have been performed in due time, form and manner as required by the constitution and statutes of the State of Wisconsin.

This Municipal Revenue Obligation shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the CITY OF VERONA, Wisconsin, by its Common Council, has caused this Municipal Revenue Obligation to be executed with the duly authorized facsimile signature of its Mayor and with the duly authorized facsimile signature of its Clerk and its official seal or a facsimile thereof to be impressed or reproduced hereon, as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**CITY OF VERONA, WISCONSIN**

[SEAL]

By: \_\_\_\_\_  
Luke Diaz, Mayor

By: \_\_\_\_\_  
Ellen Clark, City Clerk

**CERTIFICATE OF AUTHENTICATION**

This Municipal Revenue Obligation is that described in the within-mentioned resolution and is the Municipal Revenue Obligation, Series \_\_\_\_\_ of the City of Verona, Wisconsin.

**CITY OF VERONA, WISCONSIN**

By: \_\_\_\_\_  
Brian Lamers, Treasurer and Bond Registrar

Date of Authentication:

\_\_\_\_\_, \_\_\_\_\_

Sec. 8-1-4 - Destruction of Noxious Weeds.

- ~~(a) Unless delegated to the county, the City Clerk shall annually on or before May 15th publish as required by state law a notice that every person is required by law to destroy all noxious weeds on lands in the City which he owns, occupies or controls. A joint notice with other towns or municipalities may be utilized.~~
- (ba) If the owner or occupant shall neglect to destroy any weeds as required by such notice, then the ~~Weed Commissioner~~Building Inspector of the City, or his or his/her designee, ~~of the City~~ shall give five (5) days' written notice by mail to the owner or occupant of any lands upon which the weeds shall be growing to the effect that the said ~~Weed Commissioner~~Building Inspector after the expiration of the five (5) day period will proceed to destroy or cause to be destroyed all such weeds growing upon said lands and that the cost thereof will be assessed as a tax upon the lands upon which such weeds are located under the provisions of Sec. 66.96 of the Wisconsin Statutes. In case the owner or occupant shall further neglect to comply within such five (5) day notice, then the ~~Weed Commissioner~~Building Inspector shall destroy such weeds or cause them to be destroyed in the manner deemed to be the most economical method and the expense thereof, including the cost of billing and other necessary administrative expenses, shall be charged against such lots and be collected as a special tax thereon.
- (cb) As provided for in Sec. 66.96(2), Wis. Stats., the City shall require that all noxious weeds shall be destroyed prior to the time in which such plants would mature to the bloom or flower state. The growth of noxious weeds in excess of twelve (12) inches in height from the ground surface shall be prohibited within the City corporate limits. Noxious weeds shall include any weed, grass or similar plant growth which, if allowed to pollinate, would cause or produce hayfever in human beings or would cause a skin rash through contact with the skin. Noxious weeds, as defined in this Section and in Section 8-1-6, shall include but not be limited to the following:

Cirsium arvense (Canada Thistle)  
Ambrosia artemisiifolia (Common Ragweed)  
Ambrosia trifida (Great Ragweed)  
Euphorbia esula (Leafy Spurge)  
Convolvulus arvensis (Creeping Jenny) (Field Bind Weed)  
Tragopogon dubius (Goat's Beard)  
Rhus radicans (Poison Ivy)  
Cirsium vulgare (Bull Thistle)  
Pastinaca sativa (Wild Parsnip)  
Arctium minus (Burdock)  
Xanthium strumarium (Cocklebur)  
Amaranthus retroflexus (Pigweed)  
Chenopodium album (Common Lambsquarter)  
Rumex Crispus (Curled Dock)  
Cannabis sativa (Hemp)  
Plantago lanceolata (English Plantain)  
Reynoutria japonica (Japanese Knotweed)

Noxious grasses, as defined in this Section and in Section 8-1-~~76~~, shall include but not be limited to the following:

Agrostia alba (Redtop)  
Poa pratensis (Kentucky Blue)  
Sorghum halepense (Johnson)  
Setaria (Foxtail)

Noxious weeds are also the following plants and other rank growth:

Ragweed  
Thistles  
Smartweed  
Dandelions (over 8 inches in height)  
~~Milkweed (over 8 inches in height)~~

**State Law reference**— Sec. 66.96, Wis. Stats.

**ORDINANCE NO. 20-968**  
**AN ORDINANCE AMENDING SECTION 8-1-4**  
**OF THE CODE OF ORDINANCES OF**  
**THE CITY OF VERONA**

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

1. Section 8-1-4 (a) is hereby repealed.
2. Sections 8-1-4 (b) is hereby renamed Section 8-1-4 (a) and amended to read as follows:

If the owner or occupant shall neglect to destroy any weeds as required by such notice, then the Building Inspector of the City, or their designee, shall give five (5) days' written notice by mail to the owner or occupant of any lands upon which the weeds shall be growing to the effect that the said Building Inspector after the expiration of the five (5) day period will proceed to destroy or cause to be destroyed all such weeds growing upon said lands and that the cost thereof will be assessed as a tax upon the lands upon which such weeds are located under the provisions of Sec. 66.96 of the Wisconsin Statutes. In case the owner or occupant shall further neglect to comply within such five (5) day notice, then the Building Inspector shall destroy such weeds or cause them to be destroyed in the manner deemed to be the most economical method and the expense thereof, including the cost of billing and other necessary administrative expenses, shall be charged against such lots and be collected as a special tax thereon.
3. Section 8-1-4 (c) is hereby renamed Section 8-1-4 (b) and amended to read as follows:

As provided for in Sec. 66.96(2), Wis. Stats., the City shall require that all noxious weeds shall be destroyed prior to the time in which such plants would mature to the bloom or flower state. The growth of noxious weeds in excess of twelve (12) inches in height from the ground surface shall be prohibited within the City corporate limits. Noxious weeds shall include any weed, grass or similar plant growth which, if allowed to pollinate, would cause or produce hay fever in human beings or would cause a skin rash through contact with the skin. Noxious weeds, as defined in this Section and in Section 8-1-6, shall include but not be limited to the following:

  - Cirsium arvense (Canada Thistle)
  - Ambrosia artemisiifolia (Common Ragweed)
  - Ambrosia trifida (Great Ragweed)
  - Euphorbia esula (Leafy Spurge)
  - Convolvulus arvensis (Creeping Jenny) (Field Bind Weed)
  - Tragopogon dubius (Goat's Beard)
  - Rhus radicans (Poison Ivy)
  - Cirsium vulgaries (Bull Thistle)

Pastinaca sativa (Wild Parsnip)  
Arctium minus (Burdock)  
Xanthium strumarium (Cocklebur)  
Amaranthus retroflexus (Pigweed)  
Chenopodium album (Common Lambsquarter)  
Rumex Crispus (Curled Dock)  
Cannabis sativa (Hemp)  
Plantago lanceolata (English Plantain)  
Reynoutria japonica (Japanese Knotweed)

Noxious grasses, as defined in this Section and in Section 8-1-6, shall include but not be limited to the following:

Agrostia alba (Redtop)  
Poa pratensis (Kentucky Blue)  
Sorghum halepense (Johnson)  
Setaria (Foxtail)

Noxious weeds are also the following plants and other rank growth:

Ragweed  
Thistles  
Smartweed  
Dandelions (over 8 inches in height)

State Law reference— Sec. 66.96, Wis. Stats.

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

**CITY OF VERONA**

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**Luke Diaz, Mayor**

(seal)

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**Ellen Clark, City Clerk**

ENACTED: 9-28-2020

PUBLISHED: 10-8-2020