



City of Verona

111 Lincoln Street
Verona, WI 53593-1520

www.ci.verona.wi.us

COMMON COUNCIL

MONDAY, MARCH 9, 2020
7:00 P.M. VERONA CITY CENTER
COUNCIL CHAMBERS

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment
5. Approval of Minutes from the February 24, 2020 Common Council Meeting
6. Mayor's Business
7. Announcements
8. Administrator's Report
9. Engineer's Report
10. Committee Reports
 - A. Finance Committee**
 - (1) Discussion and Possible Action Re: Payment of bills
 - B. Public Safety and Welfare Committee**
 - (1) Discussion and Possible Action Re: A Change of Agent request from Kwik Trip, Inc. for Kwik Trip #456, 2145 CTH PB, Verona, WI 53593
 - (2) Discussion and Possible Action Re: Ordinance No. 20-959 amending Section 7-1-8 of the Code of Ordinances of the City of Verona related to animals on public property
 - C. Plan Commission**
 - (1) Discussion and Possible Action Re: Ordinance No. 20-960 rezoning land at 103 North Franklin Street from Neighborhood Office (NO) to Central Commercial (CC)
 - (2) Discussion and Possible Action Re: Resolution No. R-20-008 approving a conditional use permit for 103 North Franklin Street to allow light industrial activities incidental to indoor sales or services land use
 - (3) Discussion and Possible Action Re: Resolution No. R-20-009 approving a plat to create two lots and two outlots located at 1979 Milky Way
 - (4) Discussion and Possible Action Re: Ordinance No. 20-961 rezoning Epic Systems Corporation Lots 1 and 2 to Suburban Industrial (SI), with outlots 1 and 2 remaining as Rural Agricultural (RA)
 - (5) Discussion and Possible Action Re: Resolution No. R-20-010 releasing certain restrictions and grants of easements pursuant to Wis. Stats. Sec.236.293 related to the Epic 2 Plat
 - (6) Discussion and Possible Action Re: Resolution No. R-20-011 terminating certain restrictions on a plat pursuant to Wis. Stat. Sec. 236.293 related to the Epic 2 Plat
 - (7) Discussion and Possible Action Re: Resolution No. R-20-012 discontinuing portions of roads pursuant to Wis. Stat. Sec. 66.1003 related to the Epic 2 Plat

D. Public Works/Sewer & Water Committee

- (1) Discussion and Possible Action Re: Awarding a contract for Project 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project
- (2) Discussion and Possible Action Re: Awarding a contract for Project 2020-102, Bituminous Seal Coat Project
- (3) Discussion and Possible Action Re: Developer's agreement for Whispering Coves Phase 1 public improvements
- (4) Discussion and Possible Action Re: Professional services agreement with KL Engineering for inspection services for Whispering Coves Phase 1

11. New Business

- A. Discussion and Possible Action Re: Pre-annexation Review Agreement between the City of Verona and West Madison Bible Church
- B. Discussion and Possible Action Re: Ordinance No. 20-962 correcting Ordinance No. 20-956 annexing 0.224 acres of land at 515 West Verona Avenue
- C. Discussion and Possible Action Re: Process for filling City Council vacancy
- D. Discussion and Possible Action Re: Selection of a City Council representative to the Plan Commission
- E. Discussion and Possible Action Re: Current litigation involving condemnation claim made by property owner related to County Highway M/PA road project
The Common Council may convene in closed session as authorized by Section 19.85(1)(g) of the Wisconsin Statutes for the purpose of conferring with legal counsel who either orally or in writing will advise the governmental body on strategy to be adopted with respect to current or likely litigation. The Common Council may reconvene in open session and take action on the closed session item.
- F. Discussion and Possible Action Re: Collective Bargaining with Local 311 of the International Association of Professional Firefighters, AFL-CIO
The Common Council may convene in closed session as authorized by Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item.

12. Adjournment

Luke Diaz, Mayor

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

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

CITY OF VERONA
MINUTES
COMMON COUNCIL
February 24, 2020
Verona City Hall

1. Mayor Diaz called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance
3. Roll call: Alderpersons Kate Cronin, Sarah Gaskell, Chad Kemp, Katie Kohl, Heather Reekie and Evan Touchett were present. Charlotte Jerney and Christine Posey were absent and excused. Also present: City Administrator Adam Sayre, City Attorney Bryan Kleinmaier, Public Works Director Theran Jacobson, City Engineer Carla Fischer, and City Clerk Ellen Clark.
4. Public Comment: None
5. Approval of the minutes from the February 10, 2020 Common Council meeting. Motion by Touchett, seconded by Kohl, to approve the minutes of the February 10, 2020 Common Council meeting. Motion carried 6-0.
6. Mayor's Business: None
7. Announcements: None
8. Administrator's Report:
 - Downtown plantings: Staff is working with Glacier Landscape to install plantings in the downtown planting beds and other areas of the City. These projects are funded with room tax dollars.
 - Sugar Creek School RFP: The Verona Area School District and the City hosted a tour of the Sugar Creek property on February 21st for 30-40 people. The RFP was posted to the City's website on January 6th. Proposals are due by March 30th.

Cronin asked if the building at 103 N. Franklin will remain.

Sayre replied the building will remain, and will be used as an office, with space for making custom baseball bats and doing custom engraving.

Cronin asked if the neighbors were notified of the public hearing.

Sayre replied for all public hearings, a Class II notice is posted in the Verona Press, the notice is posted on the City's website, all property owners within 200 feet of the property are mailed a notice, and a notice is posted on the property using an in-ground sign.
9. Engineer's Report:
 - Well 6 pumping station construction: Interior walls are completed. Piping, ductwork, plumbing and electrical items are being delivered and installed.

- Verona Area High School Construction Traffic Improvements: The Military Ridge State Trail/Wildcat Way pedestrian box culvert concrete pours will wrap up in the next few weeks, the structure will be backfilled, and the trail will be placed back. The trail and re-route may closed for a short time to complete trail restoration. The Stewart Woods Road bridge work will continue into spring.

10. Committee Reports

A. Finance Committee

- (1) Discussion and Possible Action Re: Payment of bills. Motion by Kemp, seconded by Cronin, to pay the bills in the amount of \$18,129,164.25. Motion carried 6-0.

B. Public Works/Sewer & Water Committee

- (1) Discussion and Possible Action Re: Developer's agreement for Woods at Cathedral Point Phase 1 public improvements. Motion by Touchett, seconded by Kemp, to approve a developer's agreement for Woods at Cathedral Point Phase 1 public improvements, pending final review by the City Attorney and City Administrator. Motion carried 6-0.
- (2) Discussion and Possible Action Re: Professional services agreement with KorTerra for KorWeb Enhanced Facility Mapping Services for utility locating management software. Motion by Touchett, seconded by Gaskell, to approve a professional services agreement with KorTerra for KorWeb Enhanced Facility Mapping Services for utility locating management software. KorWeb is management software that overlays the City's utility GIS system with Digger's Hotline tickets.

Reekie why this system would be good for the City.

Fischer replied it is a way to automate the utility locating process.

Jacobson stated the description given to the Public Works Department by Digger's Hotline is very broad. This program will allow them to overlay the area with the City's GIS system information, which narrows the area to be marked.

Motion carried 6-0.

- (3) Discussion and Possible Action Re: Professional services agreement with AECOM for Project ID 2020-110 Verona 2020 Stormwater Services. Motion by Touchett, seconded by Cronin, to approve a professional services agreement with AECOM for Project ID 2020-110 Verona 2020 Stormwater Services. Total estimated fee is not to exceed \$20,900. Motion carried 6-0.
- (4) Discussion and Possible Action Re: Professional services agreement with Baker Tilly for Project ID 2020-111 Utility Impact Fee Design. Motion by Touchett, seconded by Kemp, to approve a professional services agreement with Baker Tilly for Project ID 2020-111 Utility Impact Fee Design, with a total fee not to exceed \$13,500. Motion carried 6-0.
- (5) Discussion and Possible Action Re: Professional services agreement with Kueny Architects, LLC for Project ID 2019-111 Public Works Facility Design. Motion by Touchett, seconded by Gaskell, to approve a professional services agreement with

Kueny Architects, LLC for Project ID 2019-111 Public Works Facility Design, with a total fee not to exceed \$481,163, and contingent upon legal counsel review of the contract language. Touchett stated the money for this agreement is part of last year's borrowing for the Public Works facility project. Motion carried 6-0.

11. New Business

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

Kleinmaier stated this is Just Compensation litigation related to the road project at the intersection of CTH M & PD. The City made payment to the property owner for the land that was taken as part of the project, and now the owners have filed a lawsuit seeking more compensation. The trial for this lawsuit is set for March 9–12, 2020. Staff believes this is an appropriate time to discuss strategy with the Council.

Motion by Kohl, seconded by Kemp, to convene in a closed session, as authorized by Section 19.85(1)(g) of the Wisconsin Statutes for the purpose of conferring with legal counsel who either orally or in writing will advise the governmental body on strategy to be adopted with respect to current or likely litigation. The Common Council may reconvene in open session and take action on the closed session item. On roll call: Alder Cronin – Aye; Alder Gaskell – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Reekie – Aye; Alder Touchett – Aye. Motion carried 6-0. The Common Council convened in closed session at 7:19 p.m. City Attorney Kleinmaier and Public Works Director Theran Jacobson remained for the closed session.

CLOSED SESSION

Motion by Kohl, seconded by Reekie, to reconvene in open session at 8:13 p.m. Motion carried 6-0. No action was taken by the Common Council in closed session.

Diaz stated the Common Council discussed upcoming litigation during the closed session. When official action is taken, it will be announced publicly.

- B. Discussion and Possible Action Re: Approval of operator licenses. Motion by Touchett, seconded by Kemp, to approve operator license applications as presented by the City Clerk. Motion carried 6-0.

12. Adjournment:

Motion by Touchett, seconded by Cronin, to adjourn at 8:14 p.m. Motion carried 6-0.

Ellen Clark
City Clerk

Administrator Report for March 9, 2020

Upcoming Meetings/Events

- Tourism Commission – March 17th
- Park Board – March 18th
- Common Council – March 30th

COVID-19

City Staff continues to work with Dane County, the State of Wisconsin, the CDC, and CISA regarding COVID-19. The City is taking guidance from both the CDC and CISA. A few things for the public/Staff to consider:

- Wash your hands often and avoid touching your face.
- Elections – The Spring Election and Presidential Preference Primary will be held on April 7th. The public is strongly encouraged to vote absentee, as the City may have Staff constraints on the 7th. The in-person schedule is the following:

CITY HALL:

- **Tuesday, March 17th – Friday, March 27th**
8:00 a.m. – 4:30 p.m., M-F
- **Monday, March 30th – Friday, April 3rd**
8:00 a.m. – 7:00 p.m., M-F
- **Saturday, March 28th**
9:00 a.m. – 3:00 p.m.

VERONA SENIOR CENTER:

- **Wednesday, March 18th**
10:00 a.m. – 2:00 p.m.

VERONA PUBLIC LIBRARY:

- **Saturday, March 21st**
9:00 a.m. – 3:00 p.m.

You may also request that an absentee ballot be mailed to your home by visiting www.MyVote.wi.gov. The last day to vote an absentee ballot in the clerk's office is Friday, April 3rd.

- Public buildings – Depending on guidance from the CDC and the State, public buildings may be closed or short staffed during an outbreak. We are committed to doing our best to provide essential services, and appreciate the cooperation and support of the public.
- Wash your hands often.

- Department heads are evaluating the impacts on their facilities and staffing should there be a quarantine or an increased number of absences. We will continue to monitor the situation and provide updates as appropriate. We encourage the public to check the [CDC](https://www.cdc.gov/) and [CISA](https://www.cisa.gov/) website for additional information on COVID-19.

<https://www.cdc.gov/>

<https://www.cisa.gov/>

Policy Updates

City Staff is currently working on policy updates related to cost of living allowances (COLA), a City cell phone policy, and TIF guidelines. Staff anticipates these policies will be ready for Council review and action in the coming months.

Hometown Days Parade

The Hometown Days Parade will be held on Sunday June 2nd at 12:00pm. If you are interested in being in the parade, please RSVP to City Clerk Ellen Clark by May 11th.

Sugar Creek School RFP

The Sugar Creek School RFP was posted to the City's website on January 6th. Proposals are due to the City by March 30th. A link to the RFP is below:

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

Fire Chief Recruitment

At this time, a final hiring decision has not been made, and both finalists remain under consideration. The PFC anticipates being able to provide an update on next steps within the next four to six weeks. Please note that this is not a concrete timeline and is subject to change. Due to the fluid and confidential nature of the recruitment and selection process, the PFC will be somewhat limited in terms of the updates they can provide until a final hiring decision has been made. Until a final decision has been made, Dan Machotka will continue to serve as acting Fire Chief of the department. Staff will provide updates to the Council as they become available.

Employee Work Anniversaries

The following employees have March work anniversaries:

- Alasa Wiest – Senior Center Program Manager – 4 years
- Stacey Burkart – Library Director – 15 years
- Dave Walker – Parks and Forestry Director – 28 years
- Brian Lamers – Finance Director – 3 years
- Jesse Christensen – Police Sergeant – 12 years
- Kayla Martin – Deputy City Clerk – 2 years

- Chad Holfelder – Equipment/Water Operator – 17 years

The following full-time new hires start on March 16th:

- Luke Fieweger – Reference Librarian/Communication Coordinator
- Jeremy Oestmann – Parks Maintenance Worker

Engineer Report for March 9, 2020

Construction Projects:

Well 6 Pumping Station Construction

Roofing is being completed with penetrations for exhaust stack and vents. Shingles, soffit, and fascia are being installed. Electrical wiring and boxes are being completed. Ceiling, doors, insulation, and painting are in process of being finalized. Well logging of geophysical data is being completed.

Verona Area High School Construction – Traffic Improvements

Traffic will continue in the same location for another month or so: W. Verona Ave open to 2 lanes in each direction, and West End Circle in its Winter Stage. Underground electrical/signal items may be placed along W. Verona Ave and West End Circle in prep for signal installation later this spring. Water main and storm sewer installations will continue along Wildcat Way and Stewart Woods Road through the next couple of months. Roadway grading and base placement will most likely begin within the next month (pending temperatures). The Military Ridge State Trail/Wildcat Way Pedestrian box culvert construction is complete, with trail restoration and approach slabs remaining. Work is continuing on the Stewart Woods Road Bridge. Girders were set on 3/5 and 3/6 and now working on forming the deck. The deck will be poured later this month or early next month. The Military Ridge State Trail re-route has been removed and currently the trail is closed for a week or two to finish up the structure work. The trail may need to be closed again in the spring to complete trail restoration items.

CTH M Construction

Punch list items have been prepared and provided to the contractor prior to winter shutdown. Final punch list items will be addressed in spring of 2020.

CTH PD Construction - Woods Road to CTH M

Utility installation is scheduled to continue throughout the winter season as weather allows. Roadwork will resume in the early spring.

Liberty Park Phase 4 Construction

Utility work has been put on hold for the remainder of the winter. The water & sewer mains to the ACS building site are installed and tested. The box culvert is in place. The remaining work consists of storm sewer pipe and the construction of the streets.

Fireman's Park Construction

The clay liner for the wet pond area has been completed and the new discharge control structure is in place. Site restoration will be on hold until spring when the ruts will be graded out and the slopes will be seeded.

2020 Asphalt Rehabilitation Project

The project will consist of replacing the asphaltic surface on Northern Lights Road between Epic Staff Park A and Epic Staff Park B. Bids were received on February 18th and Payne & Dolan was the low bidder. Awarding the contract was recommended. The project is anticipated to begin on or after June 15th and be completed by July 3rd.

2020 Chip Seal Project

The project consists of chip sealing streets in the Westridge Estates, Thompson Heights, and Cross Country Heights Subdivisions. Bids were received on February 18th and Fahrner's Asphalt Sealers was the low bidder. Awarding the contract was recommended. The project is anticipated to begin on or after May 26th and be completed by June 30th.

Major Design Projects:

East Side Interceptor Design

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

Lincoln Street Stormwater Facility Design

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

MEMORANDUM

To: Mayor and Council Members

From: Adam Sayre, City Administrator

Date: March 6, 2020

Re: Administrator's Memo – March 9, 2020 Common Council Meeting

Listed below is an explanation of items on the March 9, 2020 Common Council agenda:

PUBLIC SAFETY AND WELFARE COMMITTEE

1. Discussion and Possible Action Re: A Change of Agent request from Kwik Trip, Inc. for Kwik Trip #456, 2145 CTH PB, Verona, WI 53593

Kwik Trip, Inc. has requested a change of agent for their Combination Class "A" and "Class A" Liquor License at Kwik Trip #456 from Alexander Abel to Jim M. Thomson.

2. Discussion and Possible Action Re: Ordinance No. 20-959 amending Section 7-1-8 of the Code of Ordinances of the City of Verona related to animals on public property

The proposed Ordinance amendment allows service dogs, rescue dogs, and Police and Fire K9's to be located on public grounds and cemeteries. The proposed change reflects current practice of what animals the City allows on public property. Staff recommends the Common Council approve the Ordinance amendment relating to animals on public property.

PLAN COMMISSION

1. Discussion and Possible Action Re: Ordinance No. 20-960 rezoning land at 103 North Franklin Street from Neighborhood Office (NO) to Central Commercial (CC)

The proposed zoning map amendment would allow for an office and to make custom wood bats in the existing building. The Plan Commission held the required public hearing on March 2, 2020 and discussed the project. Comments from the Plan Commission included questions about an office use and the making of the bats, why the applicant choose this property, will exterior improvements occur such as painting, support for the land use as it is a low impact use to the neighborhood, support to keeping the existing building, and how would the business expand on this property. The Plan Commission voted 5-0 to recommend approval of the zoning map amendment.

2. Discussion and Possible Action Re: Resolution No. R-20-008 approving a conditional use permit for 103 North Franklin Street to allow light industrial activities incidental to indoor sales or services land use

The proposed conditional use permit would allow for an office and to make custom wood bats in the existing building. The Plan Commission held the required public hearing on March 2, 2020 and discussed the project. Comments from the Plan Commission were previously noted in the zoning map amendment summary. The Plan Commission voted 5-0 to recommend approval of the conditional use permit.

3. Discussion and Possible Action Re: Resolution No. R-20-009 approving a plat to create two lots and two outlots located at 1979 Milky Way

The proposed plat would reduce the number of parcels on the Epic campus from twenty-three (23) tax parcels to two (2) lots and two (2) outlots. Currently, there lot lines dividing some buildings and the proposed plat will clean-up the property lines and ensure lot lines do not divide buildings. The Plan Commission discussed the plat on March 2, 2020 and voted 5-0 to recommend for the approval.

4. Discussion and Possible Action Re: Ordinance No. 20-961 rezoning Epic Systems Corporation Lots 1 and 2 to Suburban Industrial (SI), with outlots 1 and 2 remaining as Rural Agricultural (RA)

The proposed zoning map amendment would ensure that all lands within Lots 1 and 2 are zoned SI and outlots 1 and 2 are zoned RA. The Plan Commission held the required public hearing on March 2, 2020 and discussed the plat and zoning map amendment. The Plan Commission voted 5-0 to recommend approval of the zoning map amendment.

5. Discussion and Possible Action Re: Resolution No. R-20-010 releasing certain restrictions and grants of easements pursuant to Wis. Stats. Sec.236.293 related to the Epic 2 Plat

As part of the Epic plat, existing easements including public sanitary easements, public water easements, public drainage easements, and environmental corridors will be modified and released. Staff and the City Attorney have reviewed the releases and have no concerns with the release. Staff recommends approval of the Resolution releasing certain restrictions and easements.

6. Discussion and Possible Action Re: Resolution No. R-20-011 terminating certain restrictions on a plat pursuant to Wis. Stat. Sec. 236.293 related to the Epic 2 Plat

The original Epic plat contained a restriction related to future WisDOT reviews once Epic exceeded 3,000 employees. To date, Epic has more than 9,000 employees and this restriction is no longer applicable as the City has completed updated traffic impact analysis for the area. The Resolution will release Epic from the previous plat restriction and WisDOT is comfortable with this release. Staff recommends approval of the Resolution.

7. Discussion and Possible Action Re: Resolution No. R-20-012 discontinuing portions of roads pursuant to Wis. Stat. Sec. 66.1003 related to the Epic 2 Plat

The proposed Resolution would discontinue portions of Northern Lights Road as part of the Epic plat. State Statute requires the Common Council to introduce the Resolution, and provide notice to adjacent property owners of the discontinued roadway. At least 40-days after the Resolution is introduced, and owners are notified, the Council may act on the Resolution. Staff recommends the Council introduce the Resolution to discontinue portions of a road pursuant Wisconsin Statute § 66.1003. Staff anticipates the Council will act on the Resolution on April 27, 2020.

PUBLIC WORKS/SEWER & WATER COMMITTEE

1. Discussion and Possible Action Re: Awarding a contract for Project 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project

2020 Asphalt rehabilitation is along Northern Lights between Epic staff park A and B. Four bids were received for the project referenced above and are listed below in order lowest to highest:

- Payne & Dolan, Inc. of Fitchburg, WI in the amount of \$197,527.50.
- Wolf Paving & Excavating, Inc. of Sun Prairie, WI in the amount of \$232,173.50
- Edgerton Contractors of Oak Creek, WI in the amount of \$244,817.67.
- Tri-County Paving, Inc of DeForest, WI in the amount of \$258,320.10.

The estimate with contingencies was \$282,535.00. The following bid items provided a significant reduction as compared to the estimate:

- Traffic control
- Milling Asphaltic Surface
- Shaping Shoulders
- Base Aggregate Dense (Road Gravel)
- HMA Pavement

Payne & Dolan has completed or is currently working on other projects within the City of Verona. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Payne & Dolan has the personnel, equipment and financial assets necessary to complete the 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project.

2. Discussion and Possible Action Re: Awarding a contract for Project 2020-102, Bituminous Seal Coat Project

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

- Fahrner's Asphalt Sealers of Waunakee, WI in the amount of \$222,890.
- Scott's Construction, Inc. of Lake Delton, WI in the amount of \$302,490.

The estimate with contingencies was \$280,390.00. The following bid items provided a significant reduction as compared to the estimate:

- Traffic Control
- Chip Seal

Fahrner's has provided this service for the City of Verona most recently in 2019. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Fahrner's has the personnel, equipment and financial assets necessary to complete the 2020-102, 2020 Bituminous Seal Coat Project.

3. Discussion and Possible Action Re: Developer's agreement for Whispering Coves Phase 1 public improvements

City staff and City Attorney have worked with the developer for Whispering Coves in preparation of the Developer Agreement. The agreement anticipates that construction of the public improvements to serve the phase will commence in early March of 2020 and will be substantially completed on or about October 1, 2020, pending permit approvals. Phase 1 is the entrance to Whispering Coves adjacent to and west of CTH M and south of CTH PD.

4. Discussion and Possible Action Re: Professional services agreement with KL Engineering for inspection services for Whispering Coves Phase 1

The City received three request for qualifications/rates for the project referenced above on January 10, 2020. The City of Verona public works staff reviewed the submittals for the following criteria listed below:

- Understanding the scope of work
- Qualifications / experience of assigned staff
- Availability of technical resources
- Proven record of successful completion of similar projects
- Labor rates

Public works staff checked references of the inspector(s) proposed by KL Engineering and received positive feedback. Public Works staff is recommending that the contract be awarded to KL Engineering (KL). This is a pass through cost to the developer. The contract shall not exceed \$347,244 and will be contingent upon legal counsel review of the contract language.

NEW BUSINESS

A. Discussion and Possible Action Re: Pre-annexation Review Agreement between the City of Verona and West Madison Bible Church

The West Madison Bible Church is requesting to move forward with annexing their property located at 2920 County Highway M (CTH M). The draft agreement requires a deposit and reimbursement for City review costs. The City will draw upon the reimbursement account for costs associated with annexing including 3rd party legal and engineering fees. Staff recommends approval of the agreement.

B. Discussion and Possible Action Re: Ordinance No. 20-962 correcting Ordinance No. 20-956 annexing 0.224 acres of land at 515 West Verona Avenue

The proposed Ordinance will correct the voting districts for the annexing of 515 West Verona Avenue. Staff recommends the Common Council approve the correcting Ordinance.

C. Discussion and Possible Action Re: Process for filling City Council vacancy

On March 1st Sarah Gaskell resigned as District 2 Alderperson as she accepted the Town of Verona Administrator/Planner position. Sarah served on Committees and was Council President. With the vacancy, Staff recommends the Council appoint a person to complete the District 2 term that expires in April of 2021, and follow a process similar to that which was used to appoint Alderperson Posey. Staff recommends the following:

- March 10th – Advertise vacancy
- March 25th – Applications/resumes due to City Clerk
- March 30th – Each candidate will have three minutes to present to the Common Council.
- April 13th – Appointment of the new Alderperson

The above process will ensure a new Alder is in place prior to Committee appointments at the Common Council Organizational meeting on April 21st. The draft application is attached for feedback. Staff is requesting feedback and direction from the Common Council on the process to fill the District 2 Alderperson vacancy.

D. Discussion and Possible Action Re: Selection of a City Council representative to the Plan Commission

E. Discussion and Possible Action Re: Current litigation involving condemnation claim made by property owner related to County Highway M/PD road project

City Staff and Attorneys have negotiated a settlement agreement with property owners Gerald and Linda Endres for property owned at the corner of CTH M and CTH PD. City Staff will be prepared to discuss the terms of the settlement agreement at the meeting on March 9th. Staff recommends the Common Council approve the settlement agreement.

F. Discussion and Possible Action Re: Collective Bargaining with Local 311 of the International Association of Professional Firefighters, AFL-CIO

City Staff has been negotiating with Local 311 of the International Association of Professional Firefighters, AFL-CIO, since November of 2019 on a new collective bargaining agreement. Staff is requesting a closed session with the Common Council to provide an update on the negotiations and to obtain feedback/direction from the Common Council.



Legal

PHONE 608-781-8988

FAX 608-793-6120

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

February 14, 2020

City Clerk
City of Verona
111 Lincoln Street
Box 188
Verona, WI 53593

RE: Appointment of Agent Change
Kwik Trip 456
2145 CTH B.

Dear City Clerk:

Jim Thomson has been assigned to take over leadership responsibilities of our Kwik Trip 456 convenience store located in the City of Verona. Therefore, we would like to appoint Jim as the new agent of the store.

Enclosed, please find a completed Appointment of Agent and Auxiliary Questionnaire forms reflecting the change. In addition, enclosed is a \$17.00 check to cover the administrative fee for this service. I respectfully request that you please include this item on the agenda of your next City Council meeting for consideration.

If you require anything further, please contact me at (608) 791-7385 or JChristianson@kwiktrip.com. Thank you for your assistance with this matter.

Yours truly,

Jay Christianson
Licensing Agent

Enclosures

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of Verona County of Dane
 City

The undersigned duly authorized officer/member/manager of KWIK TRIP, INC.
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Kwik Trip 456
(Trade Name)

located at 2145 County Rd., B, Verona, WI 53593

appoints Jim M. Thomson
(Name of Appointed Agent)

9514 Union Valley Road., Black Earth, WI 53515
(Home Address of Appointed Agent)

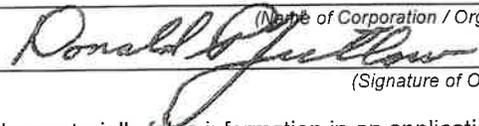
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 44 years, 7 months

Place of residence last year 1107 Hillview Rd., Black Earth, WI 53515

For: KWIK TRIP, INC.
(Name of Corporation / Organization / Limited Liability Company)

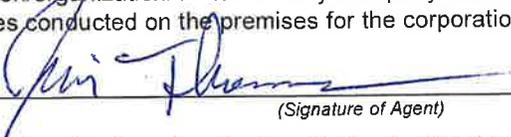
By: 
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Jim M. Thomson, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 2/12/20 Agent's age 44
(Signature of Agent) (Date)

9514 Union Valley Road., Black Earth, WI 53515 Date of birth 7/15/1975
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Thomson		Jim		Martin	
Home Address (street/route)		Post Office		City	
9514 Union Valley Road				Black Earth	
Home Phone Number		Age		Date of Birth	
608-886-3226		44		7/15/1975	
Driver's License Number				Place of Birth	
				Tomah, WI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Agent** of **Kwik Trip, Inc.**

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- 1. (a) How long have you continuously resided in Wisconsin prior to this date? 44 years and 7 months
- (b) Have you resided in the City of Milwaukee continuously for one year immediately prior to this date? Yes No
- 2. (a) Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, or laws of any other states? Yes No
- (b) Have you ever been convicted of any violations of any county or municipal ordinances? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- 3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify.
- (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
(If yes, identify.)

(Name of Wholesale Licensee or Permittee)

(Address by City and County)

READ CAREFULLY BEFORE SIGNING: I, The undersigned, shall not willfully refuse to provide those services offered under this license, or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry; I shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. I also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named on the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)
Jim M. Thomson
 Wisconsin Department of Revenue

OFFICIAL USE ONLY

I have reviewed the attached application and have found the following legal violations have occurred involving the applicant:

NO C.I.B RECORD Yes No

RECOMMENDATION: APPROVE DENY

Signature of Chief of Police

Date

WISCONSIN SELLER / SERVER CERTIFICATION

Trainee Name: Jim Martin Thomson

School Name: 360training.com, Inc.

Date of Completion: 01/23/2019

Certification #: WI-184848

I, 

**Certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.**

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17,134.66



learn²
serve

Corporate Headquarters

6801 N Capital of Texas Hwy, Suite 150
Austin, TX 78731
P: 877.881.2235

KWIK TRIP™

Certificate of Completion

This certifies that

Jim Thomson

Has successfully completed

Learn2Serve Alcohol Certification (WI)

Completed on 1/23/2019 08:41 AM America/Chicago



**ORDINANCE NO. 20-959
AN ORDINANCE AMENDING SECTION 7-1-8
OF THE CODE OF ORDINANCES OF
THE CITY OF VERONA**

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

1. Section 7-1-8 is hereby amended to read as follows:
No dog, cat or any other pets or farm animals shall be permitted in any public playground, school grounds, public park, beach, or swimming area within the City. Dogs and cats are prohibited from being in cemeteries. Any dog specially trained as a service dog shall be exempt from this Section. Service dogs include, but are not limited to, search and rescue dogs, police and fire K9's, and dogs specially trained to lead blind, deaf, or mobility impaired persons.

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

CITY OF VERONA

Luke Diaz, Mayor

Ellen Clark, City Clerk

(seal)

ENACTED: _____

PUBLISHED: _____

ORDINANCE NO. 20-960

AN ORDINANCE REZONING THE HEREIN DESCRIBED PROPERTY IN THE CITY OF VERONA

The Common Council of the City of Verona, Dane County, State of Wisconsin, does hereby ordain as follows:

1. That Section 13-1-42, "Zoning Map" of Title 13, Chapter 1 "Zoning Code", of the Code of Ordinances of the City of Verona be amended by repealing the existing zoning of Neighborhood Office (NO) on the described parcel in the City of Verona and assigning Central Commercial (CC) zoning classification:

PARCEL NUMBER

PARCEL ADDRESS

286/0608-154-2451-8

103 North Franklin Street

2. That the City Clerk is directed to forthwith make the above change in the zoning district boundaries on the official map of the City of Verona pursuant to Section 13-1-42 of the City ordinances after passage and publication as required by law.

The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on March 9, 2020.

CITY OF VERONA

Luke Diaz, Mayor

(seal)

Ellen Clark, City Clerk

ENACTED:

PUBLISHED:

**CITY OF VERONA
RESOLUTION R-20-008**

**A RESOLUTION TO APPROVE A
CONDITIONAL USE PERMIT TO ALLOW
LIGHT INDUSTRIAL ACTIVITIES INCIDENTAL TO
INDOOR SALES OR SERVICES AT 103 NORTH FRANKLIN STREET**

WHEREAS, the proposed a Conditional Use Permit will allow an office and an area to make custom wood bats; and

WHEREAS, the conditional use will not be detrimental to the public, health, safety, and morals of the community; will not have a negative impact on the neighborhood property values, environment, of traffic; will not impede the orderly development of other properties within the vicinity; and

WHEREAS, the conditional use will not interfere with current traffic patterns, will not violate the requirements of the Verona Zoning Ordinance and will not violate Verona's flood plain requirements; and

WHEREAS, the Plan Commission held a public hearing on the proposed Conditional Use Permit on March 2, 2020 and voted to recommend approval with conditions; and

NOW, THEREFORE, BE IT RESOLVED that the City of Verona Common Council approves the Conditional Use Permit to allow a light industrial activity incidental to indoor sales and services land use at 103 North Franklin Street with the following conditions:

1. The total area devoted to light industrial activities shall not exceed 15% of the total area of the buildings on the property.
2. The production area shall be physically separated by a wall from other activity areas and shall be soundproofed.
3. Any noise from the building shall conform to the standards of the City's Ordinances.

Passed, signed and dated this 9th day of March, 2020.

SEAL

CITY OF VERONA

Luke Diaz, Mayor

Ellen Clark, City Clerk

Planning Report

City of Verona

Plan Commission 03-02-2020

103 North Franklin Street

Zoning Map Amendment and Conditional Use Permit

Summary: The Applicant has submitted a request for a conditional use permit to allow an office and to make custom wood bats in the existing building at 103 N. Franklin St. This project requires approval of a zoning map amendment from Neighborhood Office to Central Commercial and a conditional use permit.

Property Location: 103 North Franklin Street

Property Owner: Night Owl Wood Studio LLC
103 North Franklin Street
Verona, WI 53593

Applicant: Same as above

Existing Zoning: Neighborhood Office (NO)
Proposed Zoning: Central Commercial (CC)
Existing Land Use: Quonset hut used for storage
Proposed Land Use: Quonset hut used for office and custom wood bats

Figure 1 – Location Map



103 North Franklin Street
Zoning Map Amendment and CUP

Site Description:

The Applicant is requesting a conditional use permit (“CUP”) to allow light industrial activities incidental to indoor sales or services land use and a Zoning Map Amendment (“ZMA”) for 103 North Franklin Street (“Property”) depicted in Figure 1. The Property has a Quonset hut, which will remain and improvements will be done to the interior of this building. There are no access points to this property or curb cuts.

South of the property, 202 West Verona Avenue, contains Postal Connections and Klinke Cleaners with two other commercial uses. Capitol Bank, 108 West Verona Avenue, is on the corner of North Franklin Street and West Verona Avenue. Unwin Chiropractic and Wellness Center, 102 North Franklin Street, is located across the street. The previous aforementioned properties are in the CC zoning district as depicted in Figure 4. The property to the north, 107 North Franklin Street, is zoned Neighborhood Residential.

The Applicant is requesting a zoning map amendment to change the existing zoning of Neighborhood Office (NO) to Central Commercial (CC). The proposed light industrial activities incidental to indoor sales or services is not permitted in the NO zone as an accessory land use. This type of land use requires a conditional use permit in the CC zone.

Use	Neighborhood Office	Central Commercial
Single-family: 8,000 sf lot	Permitted	Conditional Use
Group Day Care Center (9+ children)	Conditional Use	Conditional Use
Selective Cutting	Permitted	
Lot Line House: 7,200 sf lot	Conditional Use	
Village House: 6,000 sf lot	Conditional Use	
Twin House/Duplex: 5,000 sf per dwelling unit (du)	Conditional Use	
Two-Flat: 4,000 sf per du	Conditional Use	
Townhouse: 3,600 sf per du	Conditional Use	
Multiplex: 3,600 sf per du	Conditional Use	
Apartment: 3,600 sf per du	Conditional Use	
Passive Outdoor Public Recreation	Permitted	Permitted
Active Outdoor Public Recreation	Permitted	Permitted
Indoor Institutional	Permitted	Permitted
Public Services/Utilities	Permitted	Permitted
Office	Permitted	Permitted
Personal/Professional Service	Permitted	Permitted
Indoor Sales or Service	Conditional Use	Permitted
Indoor Maintenance Service		Permitted

103 North Franklin Street
Zoning Map Amendment and CUP

Use	Neighborhood Office	Central Commercial
Off-Site Parking Lot		Permitted
Institutional Residential	Conditional Use	Conditional Use
Clear Cutting	Conditional Use	
Outdoor Institutional	Conditional Use	Conditional Use
In-vehicle sales or service		Conditional Use
Indoor Commercial Entertainment	Conditional Use	Conditional Use
Commercial Indoor Lodging	Conditional Use	Conditional Use
Boarding House	Conditional Use	Conditional Use
Land uses as accessory uses		
Commercial Apartment	Conditional Use	Permitted
Private Residential Garage or Shed	Permitted	Permitted
Company Cafeteria	Permitted	Permitted
Home Occupation	Permitted	Permitted
Company Provided On-Site Recreation	Conditional Use	Conditional Use
In-Vehicle Sales and Service	Conditional Use	Conditional Use
Light Industrial Incidental to Indoor Sales		Conditional Use
Outdoor Display Incidental		Conditional Use
Farm Residence	Permitted	

Planning Review:

The existing building depicted in Figure 3, which will be used, continues to meet all of the setback requirements for the proposed CC zone as well as the height requirements. While not required, the Applicant has agreed to plant trees. The Applicant will add full cutoff lighting near the doors to make the building inviting. A small sign may be added to the building in the future.

Access and Parking:

The Applicant will extend the existing sidewalk shown in Figure 2 from the southern property line to the northern property line. Access to the site will be via a sidewalk to the front door of the building as there currently is no access to this property. The CC zoning district has no parking requirements. The Applicant will parallel park on North Franklin Street similar to neighbors in the area. There are marked parallel parking spaces on

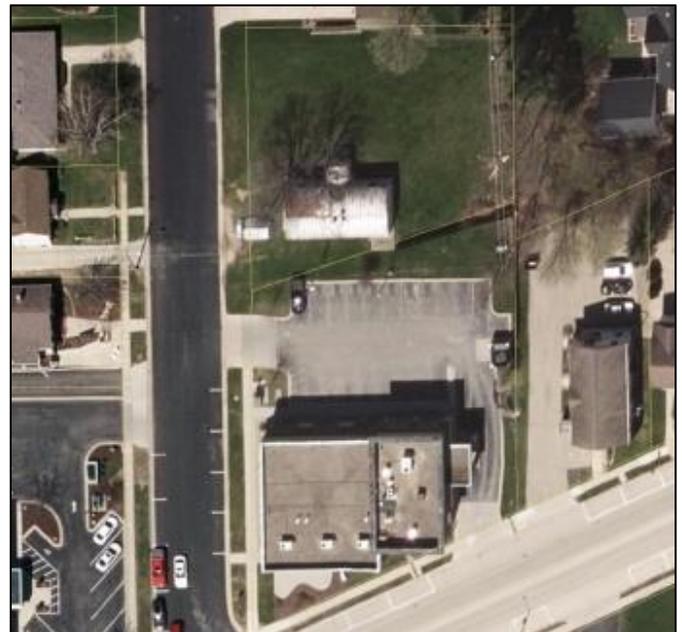


Figure 2 - 2017 Aerial showing existing conditions

103 North Franklin Street
Zoning Map Amendment and CUP

North Franklin Street by 202 West Verona Avenue. Staff has no concerns with parking as there will be a minimal amount of people in this building.

Proposed Use:

The Applicant is requesting a conditional use permit to allow an office, custom engraving, and custom wood bats at 103 North Franklin Street. The Zoning Ordinance allows light industrial activities incidental to indoor sales or service with the insurance of a conditional use permit. The Ordinance requires the request to meet the following conditions:

1. The total area devoted to light industrial activities shall not exceed 15% of the total area of the buildings on the property.
2. The production area shall be physically separated by a wall from other activity areas and shall be soundproofed.

The Applicant is aware of the above Ordinance requirements and has indicated in the submittal the production area will not exceed 195 square feet and will be soundproofed. Staff recommends the above requirements be included as a condition of approval.



Figure 3 - Proposed floor plan and building

Rezoning Findings:

The City's Zoning Ordinance requires the Zoning Administrator review the proposed rezoning to ensure the request is in harmony with the recommendations of the City of Verona Master Plan (Sec. 13-1-362). A summary of this review is below.

103 North Franklin Street
Zoning Map Amendment and CUP

- a. *How does the proposed Official Zoning Map amendment further the purposes of this Chapter as outlined in Section 13-1-5 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA)?*

The proposed zoning map amendment will accomplish several of the purposes listed in the Zoning Ordinance including the promotion of health and general welfare. Staff finds the proposed rezoning conforms to the requirements of the DNR and FEMA.

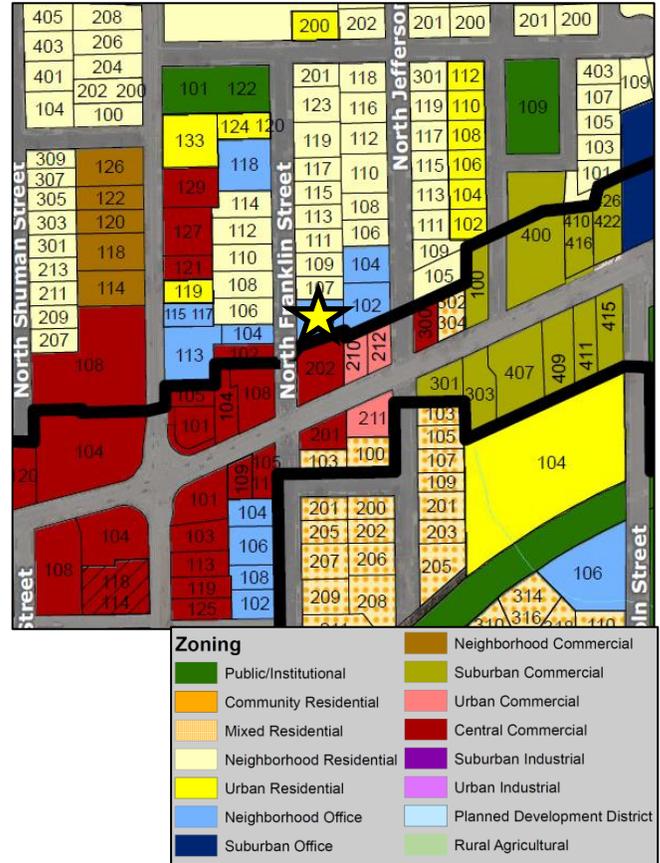


Figure 4 - Zoning Map

- b. *Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?*

1. *The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;*
2. *A mistake was made in mapping on the Official Zoning Map. (That is, an area is developing in a manner and purpose different from that for which it is mapped.);*
3. *Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district;*
4. *Growth patterns or rates have changed, thereby creating the need for an Amendment to the Official Zoning Map.*

The current zoning maps needs to be amended due to above number 4. The Applicant is requesting a change to the zone to accommodate light industrial activities incidental to indoor sales or services, which is prohibited in the NO zone.

- c. *How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?*

The proposed zoning map amendment maintains the desired consistency of land uses, land use intensities, and land use impacts as the neighboring area to the Property is completely built out. The proposed zoning change will allow by right or as a conditional use five (5) land uses that were not previously allowed in the current (NO) zone. The proposed change will also remove ten (10) land uses that were allowed in the NO zone, which are all residential uses. The change in the zoning map will allow this user to utilize the existing building with minimal exterior changes and the lowest impact to neighbors especially since a parking lot will not be added to the Property.

Conditional Use Permit Findings:

The Applicant is requesting a conditional use permit approval for a light industrial activity incidental to indoor sales or services land use, which is an accessory land use as a conditional use in the CC zoning district. The Zoning Ordinance requires all conditional uses to fulfill general standards and specific standards for all conditional use permit requests (Sec. 13-1-363).

General Standards Findings:

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

A light industrial activity incidental to indoor sales and services land use allows the Property owner to continue their online sales business and create bays in the rear of the building. The Applicant has noted in the narrative that “this is not a retail establishment and will not increase traffic”. This is not an intensive use and allows the existing building to remain on the Property.

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

The location of the proposed use is in harmony with the goals and policies of the City in the specific location proposed.

- c. *Does the proposed conditional use, in its proposed location and as depicted on the required site plan [see Subsection (c)(4), above], result in a substantial or undue adverse impact on nearby property, the character of the neighborhood,*

103 North Franklin Street
Zoning Map Amendment and CUP

environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or Chapter adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

The proposed use will not add a parking lot to the Property, which will be similar to other residences along North Franklin Street. If additional parking is needed, the Applicant can add a driveway similar to the residences, which is not required in the CC zone. This land use has a low impact to the neighbors as it is a small space for employees. There are no adverse impacts on adjoining properties or the environment.

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

The proposed zoning map amendment maintains the desired consistency of land uses, land use intensities, and land use impacts as the neighboring area is completely built. This use has a low impact as there will only be two (2) employees on-site, which is similar to two (2) people living in a single-family detached home.

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

The Applicant will utilize an existing building and will connect or extend existing utilities that are in the right-of-way to this Property. This use will not impose an undue burden on these facilities or services.

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

The proposed land use allows the existing building to be used and does not encroach near the existing neighbor's home. The benefits of the proposed use outweigh any adverse impacts in the neighborhood.

Specific Standards Findings:

1. *The total area devoted to light industrial activity shall not exceed 15% of the total area of the buildings on the property, or 5,000 sf, whichever is less.*

This requirement has been met. The Applicant has an area of 195 square feet to turn wood bats in the 1,300 square foot building. This area is under the 15% of the total building area.

2. *Production area shall be physically separated by a wall from other activity areas and shall be soundproofed to the level required by Section 13-1-288 for all adjacent properties.*

This requirement has been met. The Applicant will have an office in the front of the building that will have a wall separating the woodworking and will be sound proofed.

Community Input:

At the time of writing the staff report, Staff received letters of support and two (2) phone calls inquiring about the public hearing signs that are posted on the Property. The letters that Staff has received to date are attached to the packet. There is support for reutilizing the existing building, supports for a small business in Verona, and discussion of the Applicant's continuing role in volunteering in the Verona community.

Staff Comments:

Staff is supportive of the zoning map amendment to change the property from NO to CC zone. Staff recommended the Applicant to discuss their land use with the neighbors to alleviate any concerns regarding noise from creating bats.

Staff is supportive of the conditional use permit for a light industrial activity incidental to indoor sales and services land use. This will have a low impact to the neighbors while utilizing a unique building in the City of Verona.

Recommendation:

Staff recommends the following Plan Commission actions:

1. Recommend the Common Council approve the zoning map amendment to rezone 103 North Franklin Street from the current classification of Neighborhood Office to Central Commercial.
2. Recommend the Common Council approve the conditional use permit to allow a light industrial activity incidental to indoor sales and services land use at 103 North Franklin Drive with the following conditions:

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

103 North Franklin Street
Zoning Map Amendment and CUP

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

Prepared by: Katherine Holt *KH*
Community Development Specialist

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

Katherine Holt

Subject: In support of night owl wood studios

From: Tim McRoberts

Sent: Tuesday, February 4, 2020 1:09 PM

To: Adam Sayre

Subject: In support of night owl wood studios

Adam,

My name is Tim McRoberts (Verona resident), and I am in full support of John Dingle and Brad D’Orazio’s need for a rezoning for commercial use of 103 N Franklin Street. Their company “Night Owl Wood Studio” has accelerated growth since inception and expansion outside of a current “garage space” is eminent.

First, the purchase of the aforementioned property this will revitalize the property land and building that has been barren for some time. Second, another small business in Verona that brings more taxes should be a warm welcome. Thirdly, Brad’s local reputation in the community for 17 years (coaching Verona youth and Varsity baseball) should also be a strong factor in understanding his desire to get proper zoning for his commercial needs.

This kind of project and land redevelopment is exactly what Verona needs downtown. Brad is a local resident and has a strong network of influence and community development, we should be proud to offer him a commitment back.

Tim McRoberts

--

Tim McRoberts



February 4th, 2020

Attn: Adam Sayre
Adam.sayre@ci.verona.wi.us

Dear Adam,

I am writing on behalf of Night Owl Studio, LLC and their property located at 103 N. Franklin Street in Verona, WI.

They are requesting a zoning text amendment and conditional use permit for their baseball bat making business.

I have personally known Brad D'Orazio for the past 13 years. He has provided so much passion and support for many of the area community facilities. We have served together on the Little League board. We are founders of the shed we built at Stampfl field that have helped thousands of residents in our community, which is a great example of a public/private opportunity.

I have had two sons that have played baseball in Verona including having been coached by Brad and his staff at Verona Area High School. I served at the booster club President and interacted with Brad on a daily basis.

Brad is a very detailed and goal oriented person. Everything he gets involved in he helps make it better. There is no doubt that this venture with Night Owl studio and making wooden bats is going to be a tremendous success.

He has purchased a great location and his efforts will benefit Verona as a whole. I would hope the city would see this the same way as a positive for the community.

Please let me know if you have any questions or further comments.

Sincerely,

Eric S. Lund
CEO

230 Horizon Drive, Suite 102B • Verona, WI 53593

Phone: 608-845-9999 • Fax: 608-845-9929 • Email: info@slhosp.com • Web: www.slhosp.com

RESORT AND HOTEL MANAGEMENT, DEVELOPMENT AND CONSULTING

From: Verona Area Historical Society
Sent: Thursday, February 27, 2020
To: Katherine Holt
Subject: Re: 103 N. Franklin Street

Hello City of Verona staff and representatives. Please allow me to submit an opinion on the proposed use for the Quonset hut at 103 North Franklin Street. I am the president of the Verona Area Historical Society, although these opinions reflect my person thoughts (we have not discussed this issue formally as a group yet).

I support Mr. D'Orazio's proposed plans for this structure. They appear to be a great creative way to give a new and sustainable use to this historically-interesting building.

For background, we have learned from several of our older members that this structure housed George Batker, believed to be Verona's last blacksmith. Mr. Batker previously had a blacksmith shop on South Main Street in the building "Plumbing and Glass" occupies today. At that location he shoed horses and did typical blacksmith work. When he moved to this Quonset hut in the 1940s, he was no longer shoeing horses but still had an anvil and did some traditional blacksmith work along with transitioning to more modern mechanic type work. This transition from horses to cars and machines is historically interesting to Verona as it reflects the local affect of a National trend. Both the Plumbing and Glass building and this hut have a part in telling that story, so it is nice that there is a realistic use that will help keep the hut around and reinvigorated.

Aside from the historical perspective, the baseball bat shop also seems like an interesting and unique thing to have in Verona. Our downtown benefits from uniqueness; it helps set us apart from other communities.

Thank you for your time!
Jesse Charles
Verona Area Historical Society, President
608-577-5525

To: Verona Common Council, Verona Plan Commission, and Verona Planning & Development Staff

From: Night Owl Wood Studio, LLC, Brad D'Orazio & John Dingle, Owners

Summary

Applicant Brad D'Orazio, on behalf of Night Owl Wood Studio LLC, proposes to use the current structure located at 103 N. Franklin Street as an office, for custom laser engraving, and to make custom wood bats. Currently 103 N. Franklin Street is in the Neighborhood Office (NO) District zone. Applicant respectfully requests a zoning text amendment to Central Commercial (CC). Rezoning the property to CC would allow Applicant to apply for a Conditional Use Permit to allow "light industrial activities incidental to indoor sales or services land use." Currently, the property could be used as an office and for custom laser engraving, but making custom wood bats is not allowed in the NO zone.

Background and Current Conditions

The property has not been adequately maintained in years. There are dead trees on the property, large visible holes in the structure, and often there have been inoperable vehicles parked for long periods of time. Raccoons, birds, and other animals have inhabited the building. The building has been an eye sore for years.

Proposed Use

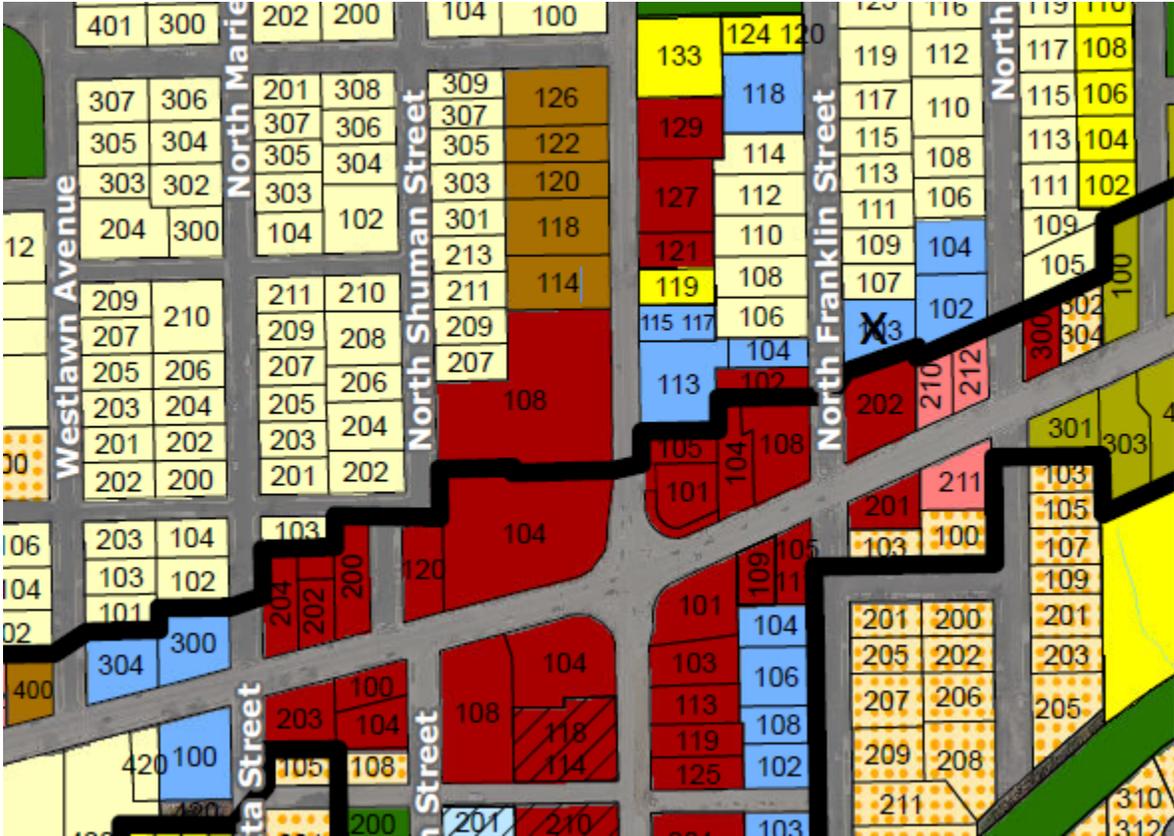
The current structure will remain intact with an upgrade to the existing electrical, plumbing, and heating. A new bathroom will be constructed. The total area devoted to turning wood bats on a lathe (the light industrial activity) will be 195 square feet, which does not exceed 15% of the total area of the building. The area devoted to the light industrial activity will be separated by a wall from the office and will also be sound proofed. Adequate street parking is available. Adding trees, a sidewalk, a small sign on the building, and full cutoff lighting upgrades will make this property an attractive addition to the area.

The proposed use for this property will maintain the integrity of the neighborhood. This is not a retail establishment and will not increase traffic. There will be no negative impact on businesses or residences in the immediate area. Operations will take place indoors.

Zoning in the Area

103 N. Franklin Street shares the south lot line with 200-204 E. Verona Avenue which is currently zoned CC. This address is home to Klinke Cleaners, Summit Credit Union, Cost Cutters, and Postal Connections. There are many other parcels located near 103 N. Franklin that are also zoned CC. See attached for an excerpt of the City of Verona Zoning Map dated September 2019, 103 N. Franklin Street is marked with an "X". There are numerous other parcels in this area zoned Neighborhood Residential (NR) that share lot lines with parcels zoned CC.

Excerpt of the City of Verona Zoning Map dated September 2019



06 060815424518 X Q

Show search results for 060815...



OUTLOT 3
0.3 ac 106
060815427131

104
060815428710

VERONA ASSESSOR'S PLAT
VERONA INCORPORATE LIMITS

OUTLOT 14
0.2 ac 102
060815428649

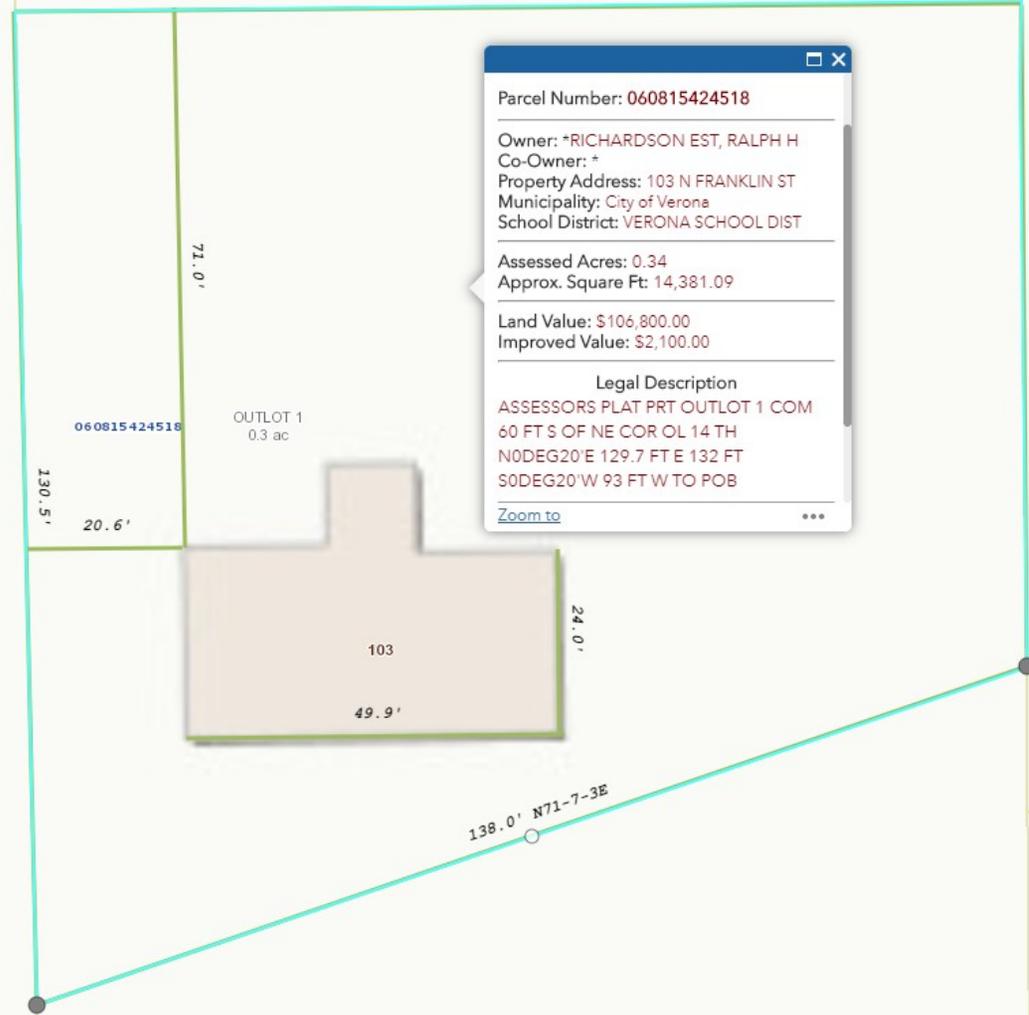
OUTLOT 13
0.5 ac 108
060815428443

20ft

060815424714

OUTLOT 1
0.2 ac

107
132.6'



060815424518

OUTLOT 1
0.3 ac

130.5'

20.6'

71.0'

103

49.9'

24.0'

138.0' N71-7-3E

86.9' S0-28-16E

060815424322

060815428854

OUTLOT 15
0.5 ac

202

OUTLOT 17
0.2 ac

Parcel Number: **060815424518**

Owner: *RICHARDSON EST, RALPH H
Co-Owner: *
Property Address: 103 N FRANKLIN ST
Municipality: City of Verona
School District: VERONA SCHOOL DIST

Assessed Acres: 0.34
Approx. Square Ft: 14,381.09

Land Value: \$106,800.00
Improved Value: \$2,100.00

Legal Description
ASSESSORS PLAT PRT OUTLOT 1 COM
60 FT S OF NE COR OL 14 TH
N0DEG20'E 129.7 FT E 132 FT
S0DEG20'W 93 FT W TO POB

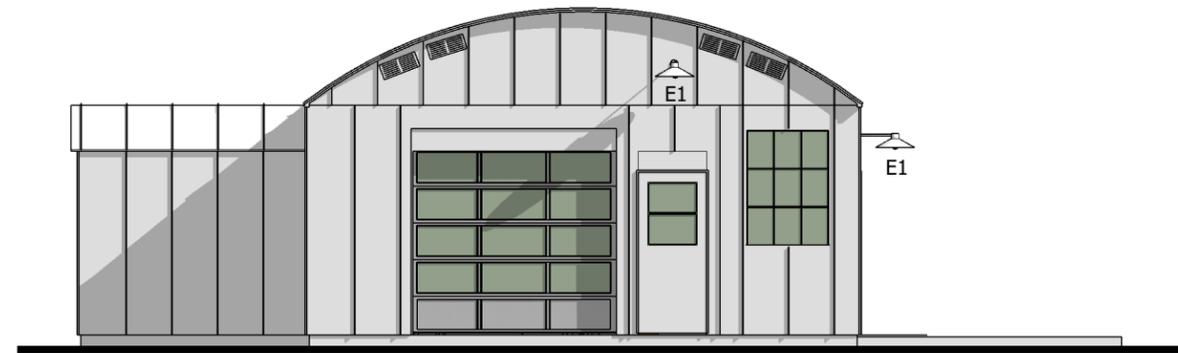
[Zoom to](#)

N FRANKLIN ST

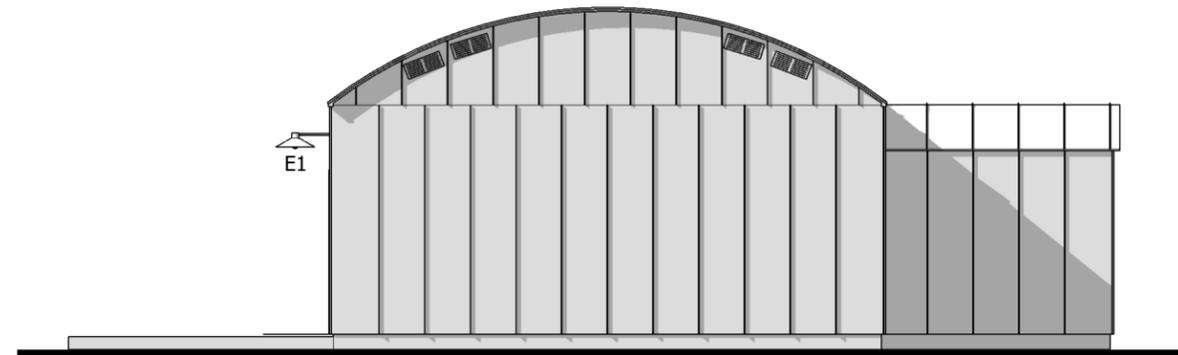
N Franklin St



Building Floor Plan



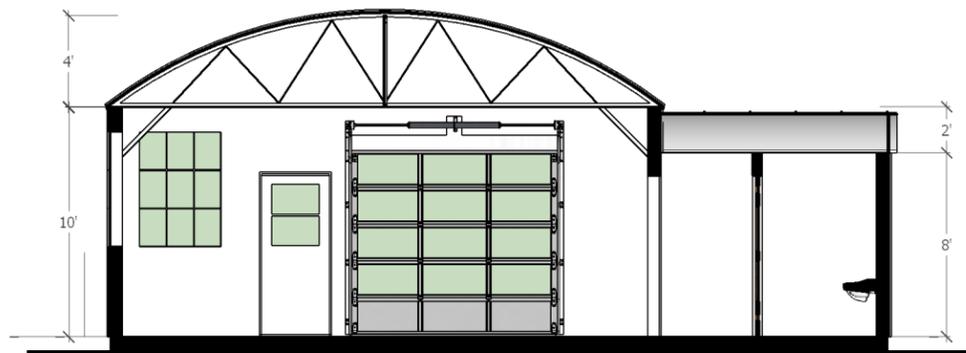
West Elevation



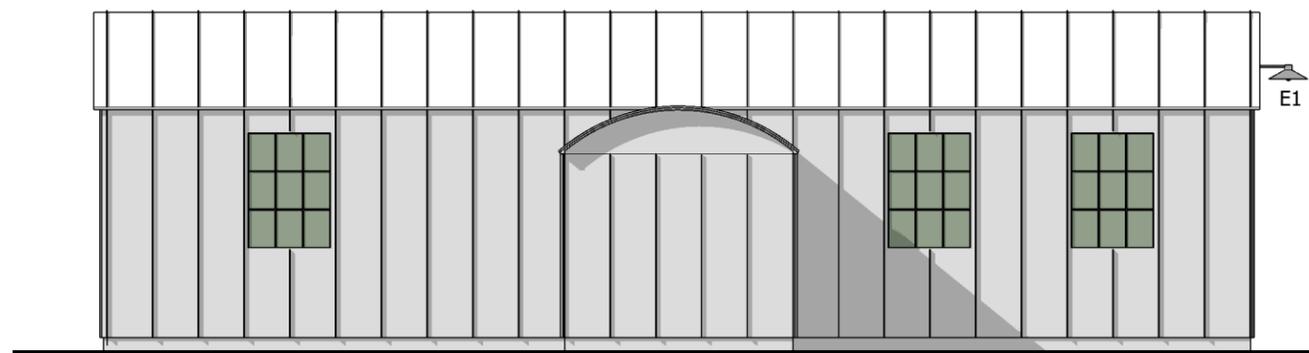
East Elevation



South Elevation



Building Section



North Elevation

**CITY OF VERONA
RESOLUTION NO. R-20-009**

**A RESOLUTION APPROVING A PLAT
FOR THE EPIC 2 PLAT CREATING 2 LOTS AND 2 OUTLOTS**

WHEREAS, the proposed plat would create two (2) lots and two (2) outlots located at 1979 Milky Way; and

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

WHEREAS, each of the proposed lots will conform to the Zoning Ordinance requirements; and

WHEREAS, the Epic 2 Plat modifies land within the Certified Survey Maps, including land owned by Epic and land dedicated for street right-of-way purposes; and

WHEREAS, the Plan Commission reviewed the plat on March 2, 2020 and recommended approval of the Epic 2 Plat.

NOW, THEREFORE, BE IT RESOLVED that the City of Verona Common Council approves the Epic 2 Plat to create two (2) lots and two (2) outlots located at 1979 Milky Way.

Passed, signed and dated this 9th day of March, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

ORDINANCE NO. 20-961

AN ORDINANCE REZONING THE HEREIN DESCRIBED PROPERTY IN THE CITY OF VERONA

The Common Council of the City of Verona, Dane County, State of Wisconsin, does hereby ordain as follows:

1. That Section 13-1-42, "Zoning Map" of Title 13, Chapter 1 "Zoning Code", of the Code of Ordinances of the City of Verona be amended by assigning the following zoning classification to the following lots within Epic 2 Plat:

Lot 1	Suburban Industrial
Lot 2	Suburban Industrial
Outlot 1	Rural Agriculture
Outlot 2	Rural Agriculture

2. That the City Clerk is directed to forthwith make the above change in the zoning district boundaries on the official map of the City of Verona pursuant to Section 13-1-42 of the City ordinances after passage and publication as required by law.

The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on March 9, 2020.

CITY OF VERONA

Luke Diaz, Mayor

(seal)

Ellen Clark, City Clerk

ENACTED:

PUBLISHED:

CITY OF VERONA
RESOLUTION NO. R-20-010

A RESOLUTION RELEASING CERTAIN RESTRICTIONS AND
GRANTS OF EASEMENTS PURSUANT TO WIS. STAT. § 236.293

Recitals

- A. The City of Verona Common Council previously approved the following land divisions related to property owned by Epic Systems Corporation (Epic):
 - (1) Certified Survey Map 13534, recorded as document number 5004240 in the Dane County Register of Deed's Office (CSM 13534).
 - (2) Epic Plat, recorded as document number 3865686 in the Dane County Register of Deed's Office.
- B. On January 22, 2020, Epic submitted to the City of Verona for consideration and approval the Epic 2 Plat.
- C. The Epic 2 Plat modifies land within CSM 13534 and the Epic Plat, including land owned by Epic and land that contains restrictions for the public benefit pursuant to Wis. Stat. § 236.293.
- D. On March 2, 2020, the City of Verona Plan Commission held a public hearing on the Epic 2 Plat and, following consideration and discussion of the Epic 2 Plat, recommended to the Common Council that it approve the Epic 2 Plat.
- E. Land located within CSM 13534 and the Epic Plat that contains restrictions for the public benefit pursuant to Wis. Stat. § 236.293 is proposed to be platted in the Epic 2 plat in order to accommodate, among other things, new locations for public sanitary sewer easements, public water easements, public drainage easements, and environmental corridors.
- F. The release of certain restrictions and grants of easements contained in CSM 13534 and the Epic Plat pursuant to Wis. Stat. § 236.293 serves a public purpose and is in the public interest as new land will be restricted or will be subject to easements within the Epic 2 Plat.

NOW, THEREFORE, the Common Council of the City of Verona, pursuant to its authority under Wis. Stat. § 236.293, RESOLVES as follows:

1. The representations and recitations set forth in Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.
2. The public drainage easement, public sanitary sewer, and environmental corridor identified in and shown on Exhibit A attached hereto are hereby released, conditioned upon approval and recording of the Epic 2 Plat.
3. The environmental corridor identified in and shown on Exhibit B attached hereto is hereby released, conditioned upon approval and recording of the Epic 2 Plat.
4. The public water main easement identified in and shown on Exhibit C attached hereto is hereby released, conditioned upon approval and recording of the Epic 2 Plat.
5. The public sanitary sewer easement identified in and shown on Exhibit D attached hereto is hereby released, conditioned upon approval and recording of the Epic 2 Plat.

The above Resolution was duly adopted at the regular meeting of the City of Verona Common Council on March 9, 2020.

CITY OF VERONA

SEAL

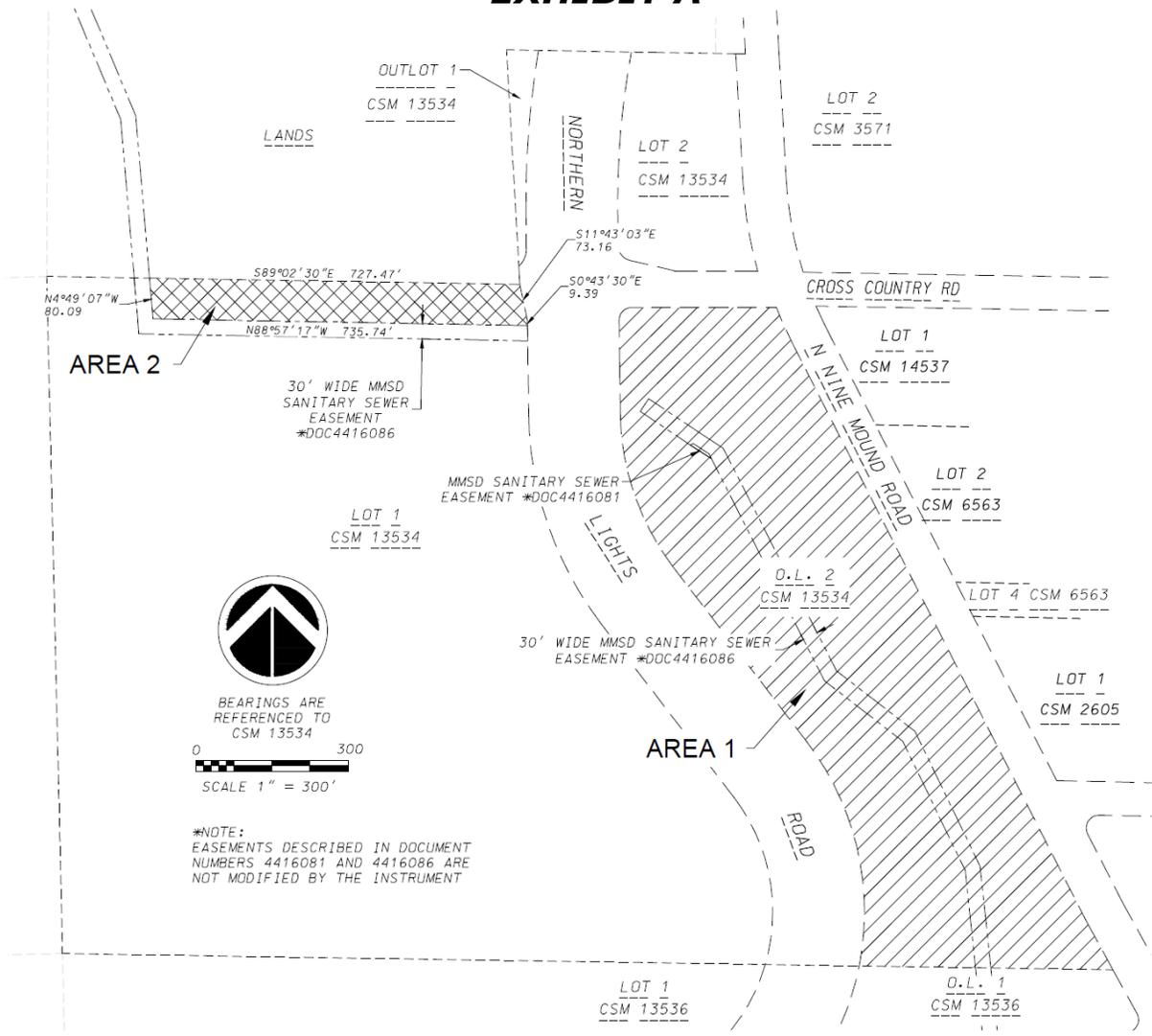
Luke Diaz, Mayor

Ellen Clark, City Clerk

Exhibit A

Viewers are advised to disregard any illegible text on the attached. It is provided to show spatial relationships only.

EXHIBIT A



BEARINGS ARE REFERENCED TO CSM 13534
 0 300
 SCALE 1" = 300'

*NOTE:
 EASEMENTS DESCRIBED IN DOCUMENT NUMBERS 4416081 AND 4416086 ARE NOT MODIFIED BY THE INSTRUMENT

LEGAL DESCRIPTIONS

AREA 1
 ALL OF OUTLOT 2, CSM 13534, RECORDED AS DOCUMENT NUMBER 5004240, DANE COUNTY REGISTRY, LOCATED IN PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, CONTAINING 528,971 SQUARE FEET (12.14 ACRES).

AREA 2
 PART OF LOT 1, CSM 13534, RECORDED AS DOCUMENT NUMBER 5004240, DANE COUNTY REGISTRY, LOCATED IN PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, CONTAINING 58,771 SQUARE FEET (1.349 ACRES), DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF SAID CSM 13534; THENCE ALONG THE EAST LINE OF SAID LOT 1, S11°43'03"E, 73.16 FEET; THENCE CONTINUING ALONG SAID EAST LINE, S00°43'30"E, 9.39 FEET TO THE NORTH LINE OF SANITARY SEWER EASEMENT DESCRIBED IN DOCUMENT NUMBER 4416086; THENCE ALONG THE NORTH LINE OF SAID EASEMENT, N88°57'17"W, 735.74 FEET; THENCE ALONG THE EAST LINE OF SAID EASEMENT, N04°49'07"W, 80.09 FEET TO THE NORTH LINE OF LOT 1 OF SAID CSM 13534; THENCE ALONG SAID NORTH LINE, S89°02'30"E, 727.47 FEET TO THE POINT OF BEGINNING.

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
 7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089
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SHEET: 1 of 1

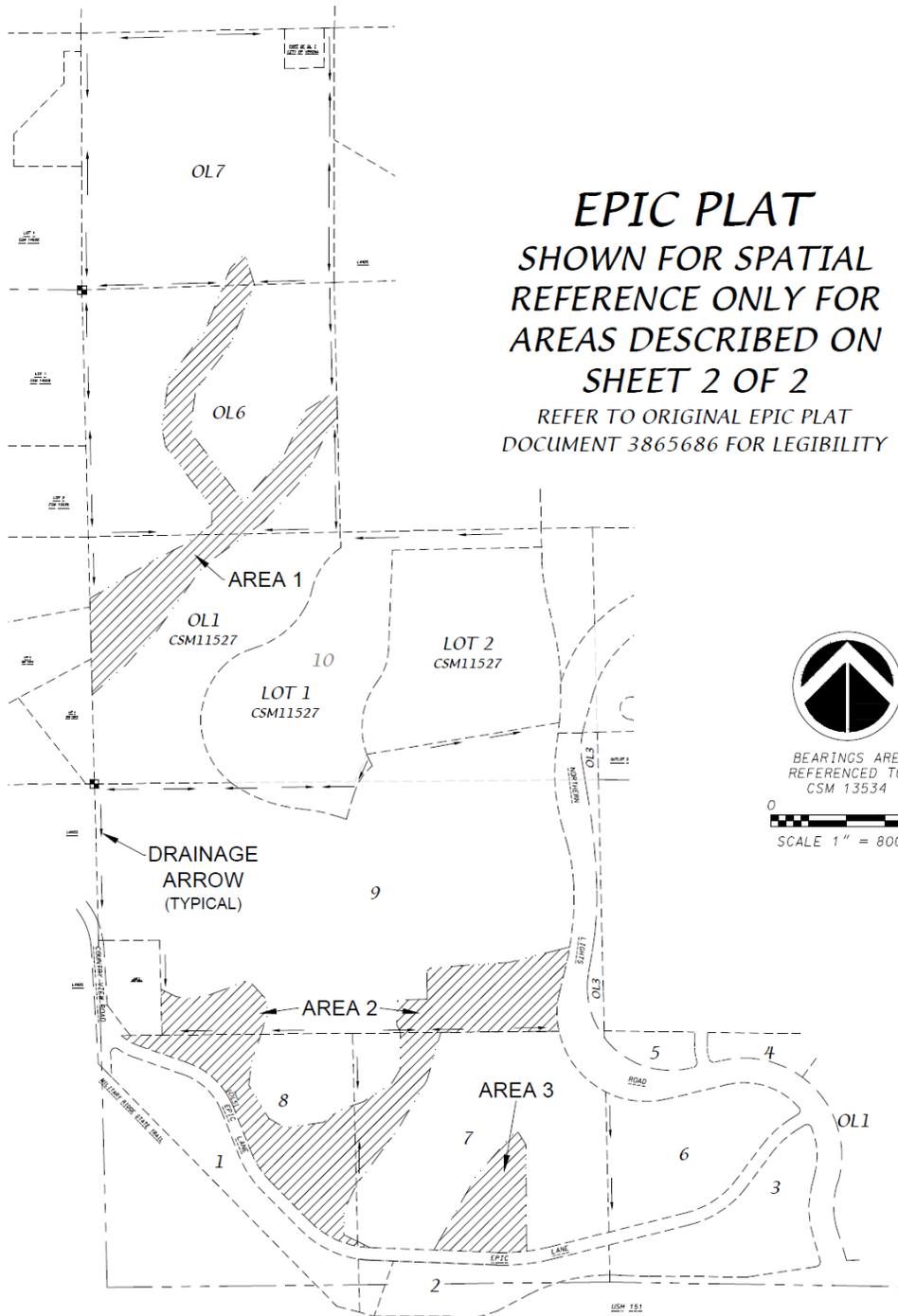
Exhibit B

Viewers are advised to disregard any illegible text on the attached. It is provided to show spatial relationships only.

EXHIBIT B

EPIC PLAT SHOWN FOR SPATIAL REFERENCE ONLY FOR AREAS DESCRIBED ON SHEET 2 OF 2

REFER TO ORIGINAL EPIC PLAT
DOCUMENT 3865686 FOR LEGIBILITY



BEARINGS ARE
REFERENCED TO
CSM 13534

0 800
SCALE 1" = 800'

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7590 Westward Way, Madison, WI 59717
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SHEET: 1 OF 2

EXHIBIT B

LEGAL DESCRIPTIONS

AREA 1

PART OF OUTLOT 7, PART OF OUTLOT 6, AND PART OF LOT 10 (NKA OUTLOT 1, CSM 11527) OF EPIC PLAT, BEING PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 8, PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, CONTAINING 605,760 SQUARE FEET (13.906 ACRES) DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE ALONG THE WEST LINE OF THE NE 1/4 OF SAID SECTION 17, S 01°26'54"E, 1627.34 FEET TO THE POINT OF BEGINNING; THENCE N59°00'25"E, 396.00 FEET; THENCE N63°30'51"E, 176.32 FEET; THENCE N53°40'21"E, 179.10 FEET; THENCE N00°28'32"E, 90.24 FEET; THENCE N37°01'57"W, 404.83 FEET; THENCE N11°52'17"W, 96.85 FEET; THENCE N07°44'35"E, 262.29 FEET; THENCE N37°30'15"E, 308.16 FEET; THENCE N22°11'36"E, 367.00 FEET; THENCE N44°46'41"E, 107.23 FEET; THENCE S17°15'03"E, 171.28 FEET; THENCE S22°11'36"W, 353.27 FEET; THENCE S37°30'15"W, 289.00 FEET; THENCE S07°44'34"W, 196.50 FEET; THENCE S11°52'17"E, 37.53 FEET; THENCE S37°01'57"E, 447.03 FEET; THENCE N41°58'59"E, 307.61 FEET; THENCE N26°07'13"E, 282.94 FEET; THENCE N57°18'51"E, 191.80 FEET; THENCE S01°22'04"E, 175.58 FEET; THENCE S57°18'54"W, 58.66 FEET; THENCE S26°07'14"W, 264.26 FEET; THENCE S42°03'38"W, 329.87 FEET; THENCE S53°28'34"W, 194.09 FEET; THENCE S53°41'42"W, 207.96 FEET; THENCE S35°20'46"W, 403.02 FEET; THENCE S42°08'06"W, 256.51 FEET; THENCE S48°19'42"W, 234.51 FEET; THENCE N01°26'54"W, 507.89 FEET TO THE POINT OF BEGINNING.

AREA 2

PART OF LOT 7, PART OF LOT 8, AND PART OF LOT 9 OF EPIC PLAT, BEING PART OF THE NE 1/4 OF THE SE 1/4, PART OF THE SE 1/4 OF THE SE 1/4, PART OF THE SW 1/4 OF THE SE 1/4, AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, CONTAINING 945,045 SQUARE FEET (21.695 ACRES) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 7; THENCE S89°27'20"W, 621.82 FEET; THENCE S16°09'32"W, 260.83 FEET; THENCE S30°30'27"W, 301.12 FEET; THENCE S36°39'22"W, 364.70 FEET; THENCE S26°14'58"W, 154.12 FEET; THENCE S00°41'53"E, 126.80 FEET; THENCE S63°52'58"E, 151.64 FEET; THENCE S353.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 468.86 FEET AND CHORD OF N 66°14'46"W, 344.80 FEET; THENCE N44°40'20"W, 294.19 FEET; THENCE 189.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 468.86 FEET AND CHORD OF N 33°03'52"W, 188.68 FEET; THENCE N21°27'25"W, 255.04 FEET; THENCE N69°53'17"E, 35.01 FEET; THENCE N20°40'39"W, 85.03 FEET; THENCE S68°32'31"W, 45.14 FEET; THENCE 258.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 399.00 FEET AND CHORD OF N 52°10'42"W, 253.73 FEET; THENCE N70°43'04"W, 278.37 FEET; THENCE 101.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 239.84 FEET AND CHORD OF N 58°39'02"W, 100.28 FEET; THENCE N89°27'20"E, 45.78 FEET; THENCE N89°27'20"E, 168.16 FEET; THENCE N01°28'32"W, 242.03 FEET; THENCE S63°25'13"E, 88.67 FEET; THENCE S80°57'16"E, 68.85 FEET; THENCE N79°45'30"E, 113.06 FEET; THENCE N69°05'48"E, 216.69 FEET; THENCE S42°36'52"E, 132.37 FEET; THENCE S07°14'55"E, 85.73 FEET; THENCE S18°45'30"W, 260.64 FEET; THENCE S07°07'13"W, 124.66 FEET; THENCE S31°10'06"E, 206.01 FEET; THENCE S60°07'29"E, 96.23 FEET; THENCE N82°13'47"E, 205.86 FEET; THENCE N51°57'46"E, 107.91 FEET; THENCE N71°08'08"E, 133.90 FEET; THENCE N56°42'47"E, 177.13 FEET; THENCE N30°30'28"E, 82.58 FEET; THENCE N00°40'05"E, 194.24 FEET; THENCE N24°09'55"W, 46.62 FEET; THENCE N01°21'48"E, 129.92 FEET; THENCE N88°14'35"E, 157.63 FEET; THENCE N00°16'27"W, 164.55 FEET; THENCE N86°07'55"E, 433.12 FEET; THENCE N75°36'50"E, 329.13 FEET; THENCE 127.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1580.00 FEET AND CHORD OF S 11°53'00"W, 127.27 FEET; THENCE S14°11'30"W, 111.34 FEET; THENCE 214.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 468.00 FEET AND CHORD OF S 01°04'28"W, 212.42 FEET TO THE POINT OF BEGINNING.

AREA 3

PART OF LOT 7 OF EPIC PLAT, BEING PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, CONTAINING 186,329 SQUARE FEET (4.278 ACRES) DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID LOT 7; THENCE S75°55'02"W, 324.11 FEET; THENCE 120.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 967.03 FEET AND CHORD OF S79°29'52"W, 120.78 FEET TO THE POINT OF BEGINNING; THENCE 153.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 967.03 FEET AND CHORD OF S 87°37'45"W, 153.46 FEET; THENCE N87°49'12"W, 334.09 FEET; THENCE N29°33'00"E, 444.77 FEET; THENCE N41°10'02"E, 327.64 FEET; THENCE S31°49'11"E, 92.80 FEET; THENCE S00°19'45"E, 561.07 FEET TO THE POINT OF BEGINNING.

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

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SHEET: 2 OF 2

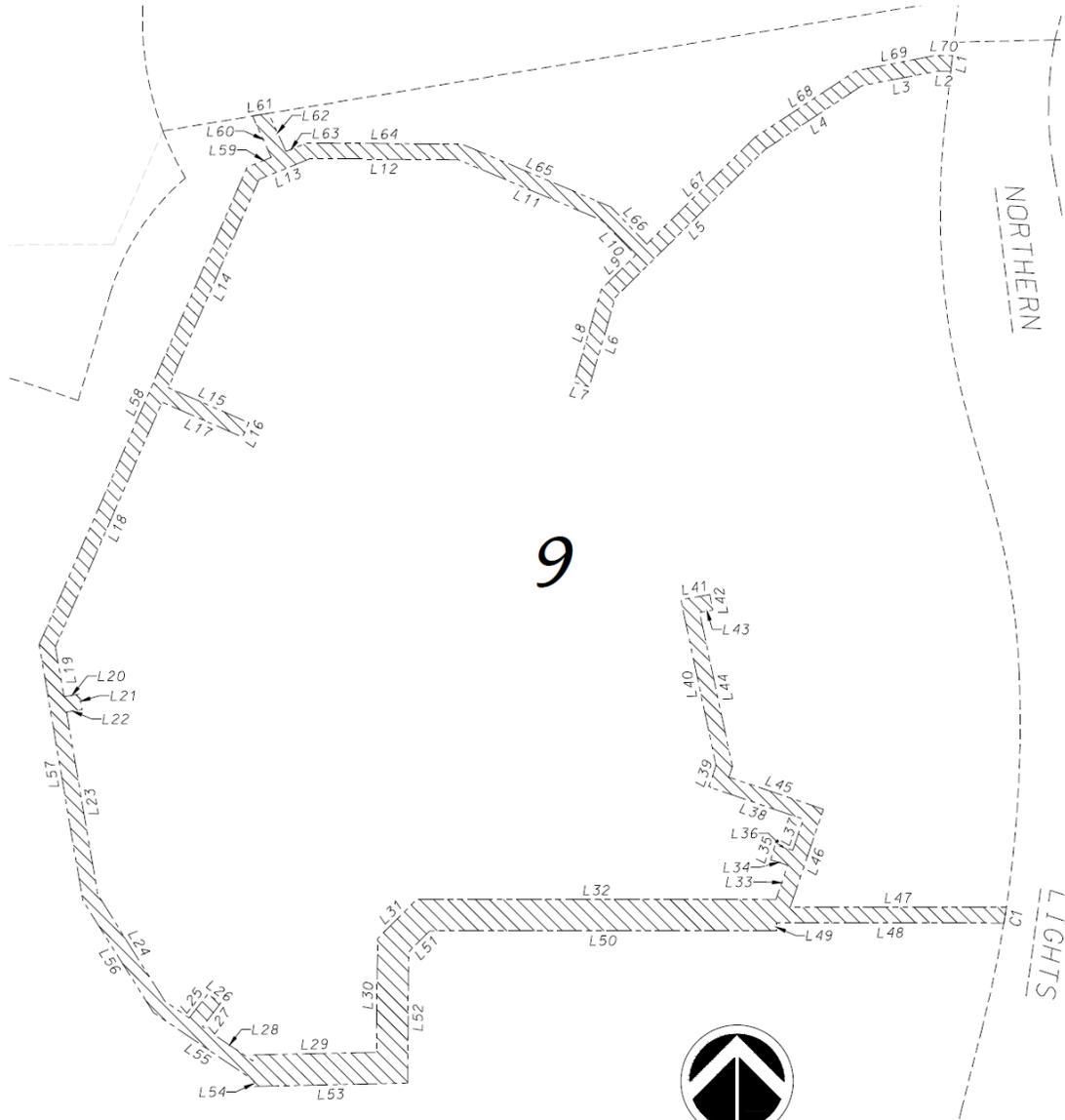
Exhibit C

Viewers are advised to disregard any illegible text on the attached. It is provided to show spatial relationships only.

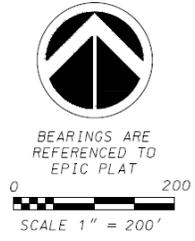
EXHIBIT C

WATER MAIN EASEMENT AS DEDICATED ON THE EPIC PLAT

(RECORDED AS DOCUMENT 3865686)



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7580 Westward Way, Madison, WI 53717
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SHEET: 1 OF 2

EXHIBIT C

LEGAL DESCRIPTION

PUBLIC WATER MAIN EASEMENT

PART OF LOT 9 OF EPIC PLAT, BEING PART OF THE SE 1/4 OF THE NE 1/4, PART OF THE NE 1/4 OF THE SE 1/4, PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, CONTAINING 104,073 SQUARE FEET (2.389 ACRES) DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID LOT 7; THENCE S06°24'30"W, 72.31 FEET TO THE POINT OF BEGINNING; THENCE S06°24'30"W, 20.11 FEET; THENCE N89°38'24"W, 17.72 FEET; THENCE S79°06'36"W, 96.94 FEET; THENCE S56°36'36"W, 148.27 FEET; THENCE S45°21'36"W, 266.86 FEET; THENCE S16°11'21"W, 118.57 FEET; THENCE N73°48'41"W, 20.00 FEET; THENCE N16°11'22"E, 123.78 FEET; THENCE N45°21'36"E, 61.30 FEET; THENCE N44°09'11"W, 61.86 FEET; THENCE N67°08'24"W, 198.10 FEET; THENCE N89°38'24"W, 188.77 FEET; THENCE S67°51'36"W, 69.85 FEET; THENCE S23°31'52"W, 288.81 FEET; THENCE S66°28'08"E, 111.68 FEET; THENCE S23°31'52"W, 20.00 FEET; THENCE N66°28'08"W, 111.68 FEET; THENCE S23°31'52"W, 339.51 FEET; THENCE S09°41'10"E, 64.37 FEET; THENCE N79°54'42"E, 19.93 FEET; THENCE S10°05'17"E, 20.00 FEET; THENCE S79°54'46"W, 20.07 FEET; THENCE S09°41'10"E, 235.44 FEET; THENCE S32°11'10"E, 160.08 FEET; THENCE S55°53'42"E, 37.77 FEET; THENCE N37°42'32"E, 38.04 FEET; THENCE S55°53'37"E, 20.04 FEET; THENCE S37°42'34"W, 38.04 FEET; THENCE S55°53'42"E, 77.52 FEET; THENCE N00°00'00"E, 7.63 FEET; THENCE N88°46'57"E, 157.25 FEET; THENCE N00°27'13"E, 144.38 FEET; THENCE N45°00'00"E, 70.49 FEET; THENCE N90°00'00"E, 457.17 FEET; THENCE N18°48'22"E, 46.20 FEET; THENCE N72°58'16"W, 22.83 FEET; THENCE N17°01'44"E, 20.00 FEET; THENCE S72°58'16"E, 23.46 FEET; THENCE N18°48'22"E, 41.82 FEET; THENCE N71°11'38"W, 127.25 FEET; THENCE N18°48'22"E, 28.95 FEET; THENCE N12°00'00"W, 215.24 FEET; THENCE N79°41'30"E, 37.65 FEET; THENCE S10°18'33"E, 20.00 FEET; THENCE S79°41'30"W, 17.05 FEET; THENCE S12°00'00"E, 200.15 FEET; THENCE S18°48'22"W, 14.46 FEET; THENCE S71°11'38"E, 127.25 FEET; THENCE S18°48'22"W, 131.79 FEET; THENCE N90°00'00"E, 275.24 FEET; THENCE 20.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1580.00 FEET AND CHORD OF S08°56'22"W, 20.25 FEET; THENCE N90°00'00"W, 289.46 FEET; THENCE S00°00'00"W, 10.00 FEET; THENCE N90°00'00"W, 440.95 FEET; THENCE S45°00'00"W, 37.54 FEET; THENCE S00°27'13"W, 166.85 FEET; THENCE S88°46'57"W, 196.10 FEET; THENCE N01°13'03"W, 7.74 FEET; THENCE N55°53'42"W, 153.90 FEET; THENCE N32°11'10"W, 168.26 FEET; THENCE N09°39'39"W, 329.97 FEET; THENCE N23°31'52"E, 662.16 FEET; THENCE N67°51'36"E, 33.32 FEET; THENCE N24°26'51"W, 57.75 FEET; THENCE N80°35'58"E, 20.71 FEET; THENCE S24°26'51"E, 53.18 FEET; THENCE N67°51'36"E, 28.64 FEET; THENCE S89°38'24"E, 196.72 FEET; THENCE S67°08'24"E, 206.14 FEET; THENCE S44°09'11"E, 65.76 FEET; THENCE N45°21'36"E, 192.73 FEET; THENCE S56°36'36"E, 154.22 FEET; THENCE N79°06'36"E, 102.89 FEET; THENCE S89°38'24"E, 21.81 FEET TO THE POINT OF BEGINNING.

LINE TABLE											
LINE#	DIRECTION	LENGTH									
L1	S6°24'30"W	20.11'	L19	S9°41'10"E	64.37'	L37	N18°48'22"E	41.82'	L55	N55°53'42"W	153.90'
L2	N89°38'24"W	17.72'	L20	N79°54'42"E	19.93'	L38	N71°11'38"W	127.25'	L56	N32°11'10"W	168.26'
L3	S79°06'36"W	96.94'	L21	S10°05'17"E	20.00'	L39	N18°48'22"E	28.95'	L57	N9°39'39"W	329.97'
L4	S56°36'36"W	148.27'	L22	S79°54'46"W	20.07'	L40	N12°00'00"W	215.24'	L58	N23°31'52"E	662.16'
L5	S45°21'36"W	266.86'	L23	S9°41'10"E	235.44'	L41	N79°41'30"E	37.65'	L59	N67°51'36"E	33.32'
L6	S16°11'21"W	118.57'	L24	S32°11'10"E	160.08'	L42	S10°18'33"E	20.00'	L60	N24°26'51"W	57.75'
L7	N73°48'41"W	20.00'	L25	N37°42'32"E	38.04'	L43	S79°41'30"W	17.05'	L61	N80°35'58"E	20.71'
L8	N16°11'22"E	123.78'	L26	S55°53'37"E	20.04'	L44	S12°00'00"E	200.15'	L62	S24°26'51"E	53.18'
L9	N45°21'36"E	61.30'	L27	S37°42'34"W	38.04'	L45	S71°11'38"E	127.25'	L63	N67°51'36"E	28.64'
L10	N44°09'11"W	61.86'	L28	S55°53'42"E	77.52'	L46	S18°48'22"W	131.79'	L64	S89°38'24"E	196.72'
L11	N67°08'24"W	198.10'	L29	N88°46'57"E	157.25'	L47	N90°00'00"E	275.24'	L65	S67°08'24"E	206.14'
L12	N89°38'24"W	188.77'	L30	N0°27'13"E	144.38'	L48	N90°00'00"W	289.46'	L66	S44°09'11"E	65.76'
L13	S67°51'36"W	69.85'	L31	N45°00'00"E	70.49'	L49	S0°00'00"E	10.00'	L67	N45°21'36"E	192.73'
L14	S23°31'52"W	288.81'	L32	N90°00'00"E	457.17'	L50	N90°00'00"W	440.95'	L68	N56°36'36"E	154.22'
L15	S66°28'08"E	111.68'	L33	N18°48'22"E	46.20'	L51	S45°00'00"W	37.54'	L69	N79°06'36"E	102.89'
L16	S23°31'52"W	20.00'	L34	N72°58'16"W	22.83'	L52	S0°27'13"W	166.85'	L70	S89°38'24"E	21.81'
L17	N66°28'08"W	111.68'	L35	N17°01'44"E	20.00'	L53	S88°46'57"W	196.10'			
L18	S23°31'52"W	339.51'	L36	S72°58'16"E	23.46'	L54	N1°13'03"W	7.74'			

CURVE TABLE

CURVE NO.	ARC LENGTH	CURVE RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.25'	1580.00'	0°44'03"	S8°56'22"W	20.25'

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SHEET: 2 OF 2

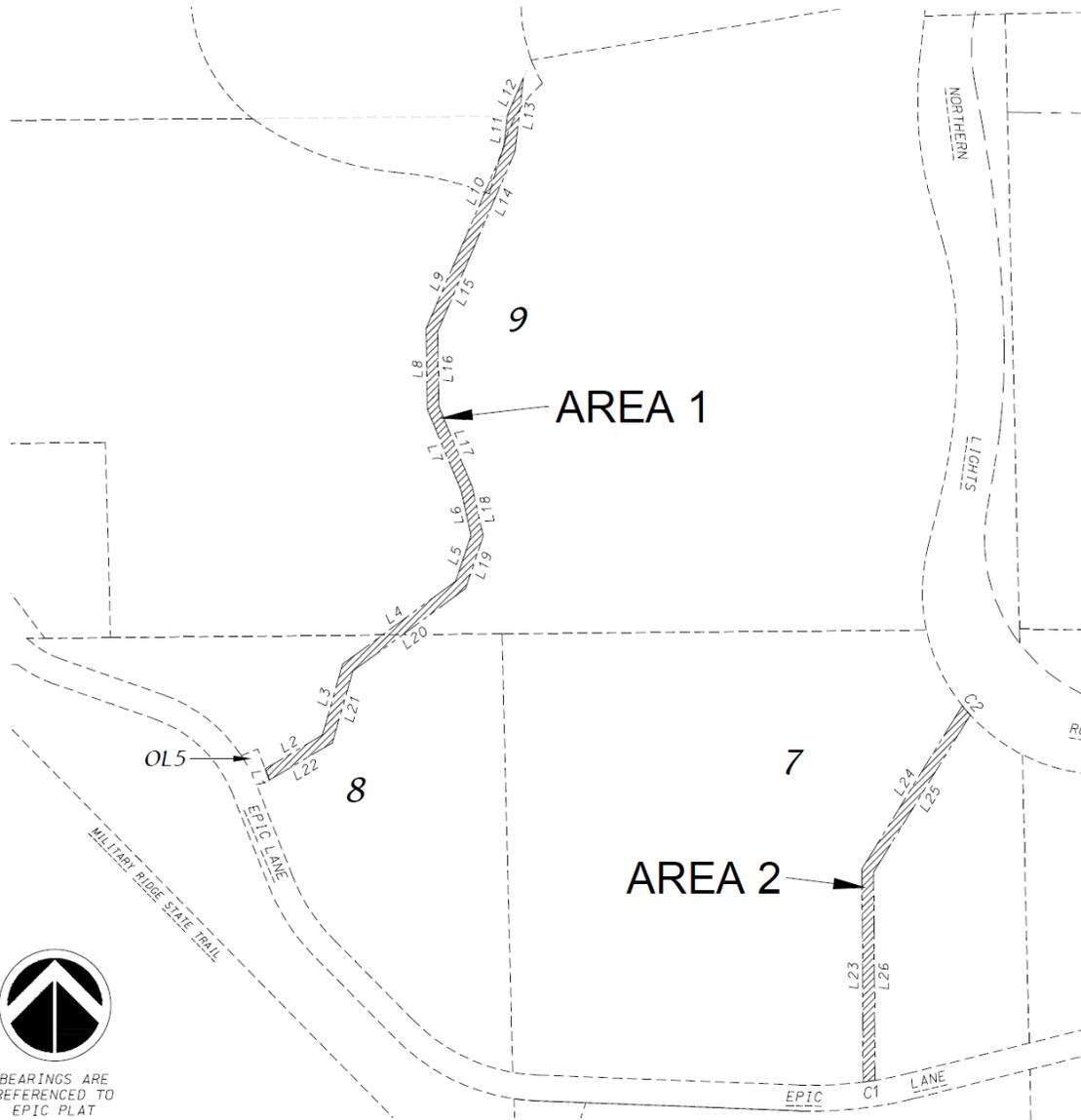
Exhibit D

Viewers are advised to disregard any illegible text on the attached. It is provided to show spatial relationships only.

EXHIBIT D

SANITARY SEWER EASEMENTS AS DEDICATED ON THE EPIC PLAT

(RECORDED AS DOCUMENT 3865686)



BEARINGS ARE
REFERENCED TO
EPIC PLAT

0 400
SCALE 1" = 400'

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SHEET: 1 OF 2

EXHIBIT D

LEGAL DESCRIPTIONS
PUBLIC SANITARY SEWER EASEMENTS

AREA 1

PART OF LOT 8 AND PART OF LOT 9, EPIC PLAT, BEING PART OF THE SE 1/4 OF THE NE 1/4, PART OF THE NE 1/4 OF THE SE 1/4, PART OF THE NW 1/4 OF THE SE 1/4, AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, CONTAINING 61,403 SQUARE FEET (1.410 ACRES) DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 5 OF SAID EPIC PLAT; thence N20°40'39"W, 30.46 feet; thence N59°20'00"E, 170.17 feet; thence N15°57'00"E, 189.17 feet; thence N53°45'00"E, 358.38 feet; thence N18°34'00"E, 124.05 feet; thence N12°41'00"W, 117.51 feet; thence N22°31'00"W, 225.57 feet; thence N00°56'00"W, 206.09 feet; thence N23°24'00"E, 245.20 feet; thence N23°10'00"E, 257.78 feet; thence N06°32'00"E, 86.74 feet; thence N23°31'52"E, 102.62 feet; thence S06°32'00"W, 189.26 feet; thence S23°10'00"W, 262.22 feet; thence S23°24'00"W, 238.80 feet; thence S00°56'00"E, 193.91 feet; thence S22°31'00"E, 222.43 feet; thence S12°41'00"E, 128.49 feet; thence S18°34'00"W, 141.95 feet; thence S53°45'00"W, 357.62 feet; thence S15°57'00"W, 190.83 feet; thence S59°20'00"W, 187.39 feet to the POINT OF BEGINNING.

AREA 2

PART OF LOT 7 OF EPIC PLAT, BEING PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, CONTAINING 30,628 SQUARE FEET (0.703 ACRES) DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID LOT 7; THENCE S75°55'02"W, 324.11 FEET; THENCE 81.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 967.03 FEET AND CHORD OF S78°20'31"W, 81.83 FEET TO THE POINT OF BEGINNING; thence 30.30 feet along the arc of a curve to the right with a radius of 967.03 feet and chord of S81°39'52"W, 30.30 feet; thence N00°19'45"W, 546.17 feet; thence N31°33'08"E, 490.40 feet; thence 31.54 feet along the arc of a curve to the left with a radius of 468.00 feet and chord of S40°31'27"E, 31.53 feet; thence S31°33'08"W, 472.12 feet; thence S00°19'45"E, 533.39 feet to the POINT OF BEGINNING.

CURVE TABLE

CURVE NO.	ARC LENGTH	CURVE RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.30'	967.03'	1°47'42"	N81°39'52"E	30.30'
C2	31.54'	468.00'	3°51'39"	N40°31'27"W	31.53'

LINE TABLE

LINE#	DIRECTION	LENGTH
L1	S20°40'39"E	30.46'
L2	S59°20'00"W	170.17'
L3	S15°57'00"W	189.17'
L4	S53°45'00"W	358.38'
L5	S18°34'00"W	124.05'
L6	S12°41'00"E	117.51'
L7	S22°31'00"E	225.57'
L8	S0°56'00"E	206.09'
L9	S23°24'00"W	245.20'
L10	S23°10'00"W	257.78'
L11	S6°32'00"W	86.74'
L12	S23°31'52"W	102.62'
L13	N6°32'00"E	189.26'

LINE TABLE

LINE#	DIRECTION	LENGTH
L14	N23°10'00"E	262.22'
L15	N23°24'00"E	238.80'
L16	N0°56'00"W	193.91'
L17	N22°31'00"W	222.43'
L18	N12°41'00"W	128.49'
L19	N18°34'00"E	141.95'
L20	N53°45'00"E	357.62'
L21	N15°57'00"E	190.83'
L22	N59°20'00"E	187.39'
L23	S0°19'45"E	546.17'
L24	S31°33'08"W	490.40'
L25	N31°33'08"E	472.12'
L26	N0°19'45"W	533.39'



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CITY OF VERONA
RESOLUTION NO. R-20-011

A RESOLUTION TERMINATING CERTAIN RESTRICTIONS ON A PLAT
PURSUANT TO WIS. STAT. § 236.293

Recitals

- A. Epic Systems Corporation (Owner) holds title in fee simple in and to the real property legally described on Exhibit A, attached hereto and made a part hereof (the "Property").
- B. Owner recorded the Epic Plat as document number 3865686 and Certified Survey Map 13535 as document number 5004241 in the Dane County Register of Deed's Office (the "Surveys") against the Property in connection with Owner's plans to develop the Property.
- C. The Surveys contain notes restricting use and control of the Property as described in Exhibit B, attached hereto and made a part hereof (the "Restrictions").
- D. Owner has prepared the Epic 2 Plat, which includes lands from the Surveys, in order to, among other things, reconcile parcel boundaries with existing and future development of the Property.
- E. The Wisconsin Department of Transportation (WDOT) has reviewed and accepted the Epic 2 Plat, as required by Note #8 on the Epic Plat, which Epic Plat was certified by the Wisconsin Department of Administration and the WDOT on November 21, 2003.
- F. Accordingly, Note #8, which comprises part of the Restrictions being released under this Resolution, has been complied with and satisfied.
- G. The Restrictions are no longer required pursuant to any requirement of the City of Verona.
- H. Owner desires to terminate the Restrictions on lands included in the Epic 2 Plat, which Restrictions cannot be extinguished or terminated without the written approval of the City.
- I. The release of the Restrictions pursuant to Wis. Stat. § 236.293 serves a public purpose and is in the public interest.

NOW, THEREFORE, the Common Council of the City of Verona, pursuant to its authority under Wis. Stat. § 236.293, RESOLVES as follows:

1. The representations and recitations set forth in Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.
2. The Restrictions identified in Exhibit B are hereby released, conditioned upon approval and recording of the Epic 2 Plat.

The above Resolution was duly adopted at the regular meeting of the City of Verona Common Council on March 9, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL OF LOTS 1 THRU 10 AND ALL OF OUTLOTS 1 THRU 7, EPIC PLAT,
RECORDED IN THE DANE COUNTY REGISTER OF DEED'S OFFICE IN
VOLUME 58-043B OF PLATS PAGES 232 THRU 238 AS DOCUMENT NUMBER
3865686.

AND

ALL OF LOT 1 AND ALL OF OUTLOT 1, CERTIFIED SURVEY MAP 13535,
RECORDED IN THE DANE COUNTY REGISTER OF DEED'S OFFICE IN
VOLUME 88 OF CERTIFIED SURVEY MAPS PAGES 174 THRU 176 AS
DOCUMENT NUMBER 5004241.

CITY OF VERONA, DANE COUNTY, WISCONSIN.

EXHIBIT B

RESTRICTIONS TO BE RELEASED

NOTES FROM EPIC PLAT DOC NO. 3865686 TO BE TERMINATED AND RELEASED

1. Impervious surfaces shall be limited to 20% of the total area of the site (excluding public roads).
2. To the extent future development is undertaken for the purposes of serving EPIC Systems Corporation's growth and expansion, and if as a result of such future development EPIC Systems Corporation's total employment at the site exceeds 3,000 employees, the City of Verona shall, in connection with the issuance of permits for such future development, update the existing traffic impact Analysis-EPIC Systems Development dated April 2002, and Wis. DOT shall be consulted.

NOTES FROM CERTIFIED SURVEY MAP 13535 DOC NO. 5004241 TO BE TERMINATED AND RELEASED

1. Impervious surfaces shall be limited to 20% of the total area of the site (excluding public roads).

CITY OF VERONA
RESOLUTION NO. R-20-012

A RESOLUTION DISCONTINUING PORTIONS OF ROADS
PURSUANT TO WIS. STAT. § 66.1003

Recitals

- A. The City of Verona Common Council previously approved the following land divisions related to property owned by Epic Systems Corporation (Epic):
- (1) Certified Survey Map 13534, recorded as document number 5004240 in the Dane County Register of Deed's Office (CSM 13534).
 - (2) Certified Survey Map 13535, recorded as document number 5004241 in the Dane County Register of Deed's Office (CSM 13535)
 - (3) Certified Survey Map 13536, recorded as document number 5004242 in the Dane County Register of Deed's Office (CSM 13536).
- Collectively, the Certified Survey Maps.
- B. On January 22, 2020, Epic submitted to the City of Verona for consideration and approval the Epic 2 Plat.
- C. The Epic 2 Plat modifies land within the Certified Survey Maps, including land owned by Epic and land dedicated for street right-of-way purposes.
- D. On March 2, 2020, the City of Verona Plan Commission held a public hearing on the Epic 2 Plat and, following consideration and discussion of the Epic 2 Plat, recommended to the Common Council that it approve the Epic 2 Plat.
- E. Exhibit A attached hereto and incorporated herein describes and shows the street right-of-way to be discontinued within the Certified Survey Maps pursuant to this Resolution.
- F. The discontinuance of the portions of Northern Lights Road and Cross Country Road within the Certified Survey Maps and identified in Exhibit A serves a public interest as new land will be dedicated for street right-of-way purposes within the Epic 2 Plat.
- G. For avoidance of doubt, Northern Lights Road and Cross Country Road, as they exist today, are not being relocated as part of this Resolution or the Epic 2 Plat.

NOW, THEREFORE, the Common Council of the City of Verona, pursuant to its authority under Wis. Stat. § 66.1003, RESOLVES as follows:

1. The representations and recitations set forth in Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.
2. Because the public interest requires, it, the portions of Northern Lights Road and Cross Country Road within the Certified Survey Maps and identified in Exhibit A are hereby vacated and discontinued, conditioned upon approval and recording of the Epic 2 Plat.

The above Resolution was duly adopted at the regular meeting of the City of Verona Common Council on April 27, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

Exhibit A

Viewers are advised to disregard any illegible text on the attached. It is provided to show spatial relationships only.

EXHIBIT A

ALL OF NORTHERN LIGHTS ROAD AND ALL OF CROSS COUNTRY ROAD OF CSM 13534, ALL OF NORTHERN LIGHTS ROAD OF CSM 13535, AND ALL OF NORTHERN LIGHTS ROAD OF CSM 13536, BEING PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9, PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE SE 1/4 OF THE NW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, AND PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, ALL IN TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.

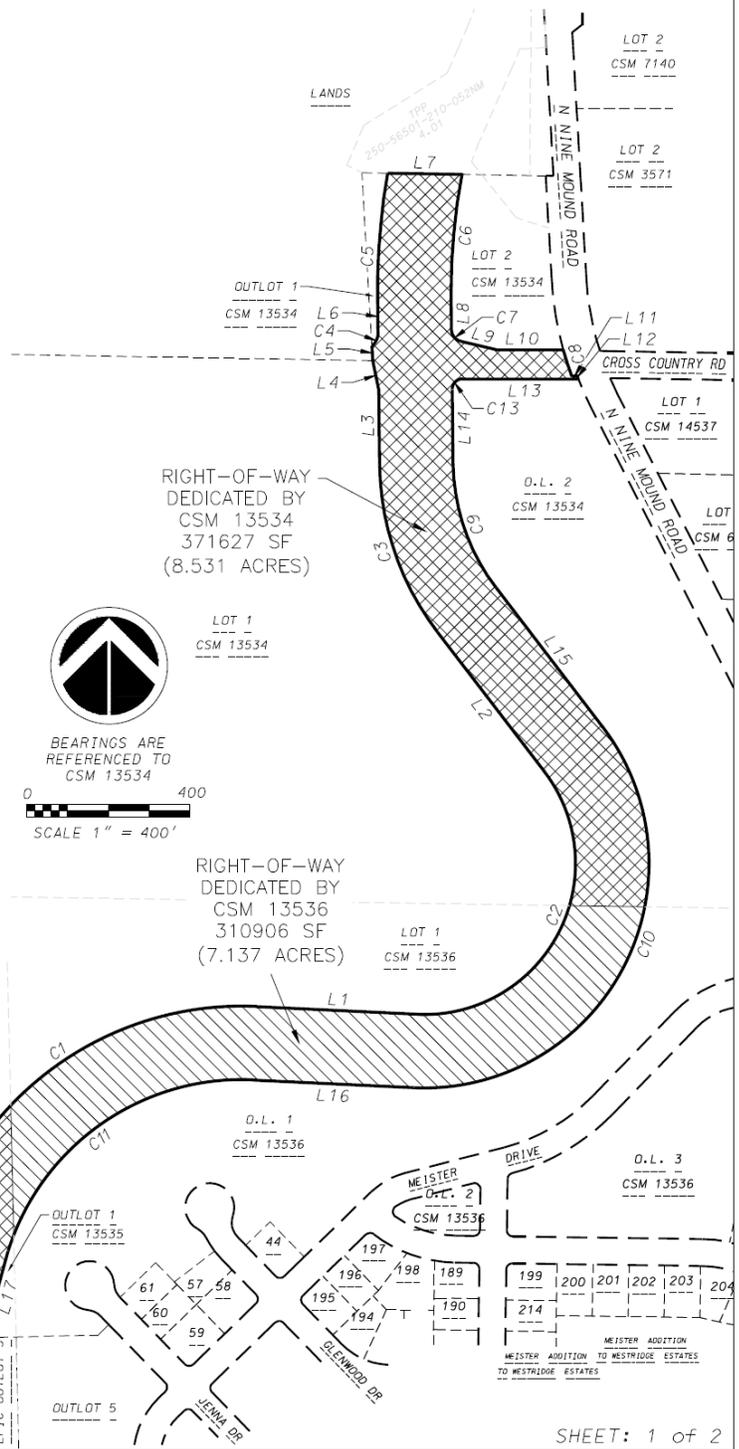
CURVE TABLE

CURVE NO.	ARC LENGTH	CURVE RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	1023.94'	780.00'	75°12'53"	S55°03'14"W	951.99'
C2	841.40'	370.00'	130°17'38"	N27°30'51"E	671.47'
C3	441.64'	690.00'	36°40'22"	S19°03'41"E	434.14'
C4	38.57'	45.00'	49°06'54"	N23°49'39"E	37.40'
C5	316.48'	1754.42'	10°20'08"	S4°26'34"W	316.05'
C6	291.44'	1574.42'	10°36'22"	S5°18'19"W	291.02'
C7	39.94'	30.00'	76°16'55"	S38°51'58"E	37.06'
C8	69.45'	804.50'	4°56'47"	S18°05'08"E	69.43'
C9	326.43'	510.00'	36°40'22"	S19°03'41"E	320.89'
C10	1250.73'	550.00'	130°17'38"	N27°30'51"E	998.13'
C11	787.65'	600.00'	75°12'53"	S55°03'14"W	732.30'
C12	214.44'	1475.00'	8°19'48"	N2°14'36"E	214.25'
C13	39.59'	25.00'	90°43'30"	S44°38'15"W	35.58'

LINE TABLE

LINE#	DIRECTION	LENGTH	LINE#	DIRECTION	LENGTH
L1	S87°20'20"E	394.14'	L11	N74°17'51"E	12.05'
L2	N37°23'52"W	430.63'	L12	S20°54'59"E	9.91'
L3	N0°43'30"W	183.67'	L13	S90°00'00"W	283.70'
L4	N11°43'03"W	73.16'	L14	S0°43'30"E	182.33'
L5	N3°16'11"W	35.87'	L15	S37°23'52"E	430.63'
L6	N0°43'30"W	74.32'	L16	N87°20'20"W	394.14'
L7	S89°02'13"E	182.31'	L17	S15°20'18"W	219.82'
L8	S0°38'42"E	90.76'	L18	S88°39'20"W	128.16'
L9	S77°00'26"E	90.54'	L19	N6°24'35"E	55.21'
L10	S90°00'00"E	162.39'			

LINE TABLE



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SHEET: 1 of 2

EXHIBIT A

LEGAL DESCRIPTION

ALL OF NORTHERN LIGHTS ROAD AND ALL OF CROSS COUNTRY ROAD OF CSM 13534, ALL OF NORTHERN LIGHTS ROAD OF CSM 13535, AND ALL OF NORTHERN LIGHTS ROAD OF CSM 13536, BEING PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9, PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE SE 1/4 OF THE NW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, AND PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 17, ALL IN TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.

BEGINNING AT THE SOUTH CORNER OF LOT 1 OF SAID CSM 13535; THENCE 1023.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 780.00 FEET AND CHORD OF N 55° 03' 14" E, 951.99 FEET; THENCE S 87° 20' 20" E, 394.14 FEET; THENCE 839.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 370.00 FEET AND CHORD OF N 27° 37' 54" E, 670.83 FEET; THENCE N 37° 23' 52" W, 430.63 FEET; THENCE 441.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 690.00 FEET AND CHORD OF N 19° 03' 41" W, 434.14 FEET; THENCE N 00° 43' 30" W, 183.67 FEET; THENCE N 11° 43' 03" W, 73.16 FEET; THENCE N 03° 16' 11" W, 35.87 FEET; THENCE 38.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 45.00 FEET AND CHORD OF N 23° 49' 39" E, 37.40 FEET; THENCE N 00° 43' 30" W, 74.32 FEET; THENCE 316.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1754.42 FEET AND CHORD OF N 04° 26' 34" E, 316.05 FEET; THENCE S 89° 02' 13" E, 182.31 FEET; THENCE 291.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1574.42 FEET AND CHORD OF S 05° 18' 19" W, 291.02 FEET; THENCE S 00° 38' 42" E, 90.76 FEET; THENCE 39.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET AND CHORD OF S 38° 51' 58" E, 37.06 FEET; THENCE S 77° 00' 26" E, 90.54 FEET; THENCE S 90° 00' 00" E, 162.38 FEET; THENCE 69.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 804.50 FEET AND CHORD OF S 18° 05' 10" E, 69.45 FEET; THENCE N 74° 17' 51" E, 12.05 FEET; THENCE S 20° 54' 59" E, 9.91 FEET; THENCE S 90° 00' 00" W, 283.70 FEET; THENCE 39.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND CHORD OF S 44° 38' 15" W, 35.58 FEET; THENCE S 00° 43' 30" E, 182.33 FEET; THENCE 326.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 510.00 FEET AND CHORD OF S 19° 03' 41" E, 320.89 FEET; THENCE S 37° 23' 52" E, 430.63 FEET; THENCE 1248.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET AND CHORD OF S 27° 37' 54" W, 997.18 FEET; THENCE N 87° 20' 20" W, 394.14 FEET; THENCE 787.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 600.00 FEET AND CHORD OF S 55° 03' 14" W, 732.30 FEET; THENCE S 15° 20' 18" W, 219.82 FEET; THENCE S 88° 39' 20" W, 128.16 FEET; THENCE N 06° 24' 35" E, 55.22 FEET; THENCE 214.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1475.00 FEET AND CHORD OF N 02° 14' 36" E, 214.25 FEET TO THE POINT OF BEGINNING.

Planning Report

City of Verona

Plan Commission 03-02-2020

Epic

Plat and Zoning Map Amendment

Summary: The Applicant has submitted a plat to reduce twenty-three (23) tax parcels to two (2) tax parcels and two (2) outlots all contained on existing Epic land. A zoning map amendment is proposed to ensure all land within Lots 1 and 2 are zoned Suburban Industrial (SI).

Property Location: 1979 Milky Way

Property Owner: Epic Systems Corporation
1979 Milky Way
Verona, WI 53593

Applicant: Same

Existing Zoning:	Suburban Industrial (SI) and Rural Agriculture (RA)
Proposed Zoning:	Suburban Industrial (SI) and Rural Agriculture (RA)
Existing Land Use:	Open space and office buildings
Proposed Land Use:	Same

Background:

In May of 2016, the Tax Incremental Funding (TIF) District 7 closed. After the TIF closure, Staff recommended Epic begin to replat their properties to remove property lines that are through the middle of buildings, adjust public road right-of-way lines to match the final design of the roads, modify easements, and modify language on the Final Plat that is no longer applicable. In essence, the Final Plat would be a completely new parcel that matches existing conditions and accommodates potential future structures on a single parcel.

In March of 2003, Council approved Epic's request for a Final Plat for 340.18-acres that included ten (10) lots and six (6) outlots. Staff's recommendation was to conditional approve the Final Plat with notes to be added to the Final Plat and points of clarification such as dedications and easements.

In September of 2005, Council approved Epic's request for a Certified Survey Map (CSM) to split a lot to create a separate parcel for the learning and conference facility. The Epicenter (the learning and conference facility) was a separate parcel detaching it from Tax Increment District (TID) 7. This meant that taxing jurisdictions were immediately able to receive tax revenue based on the value of the Epicenter rather than having to wait until the TID is closed out in the future before receiving tax revenue from the value of the Epicenter.

In March of 2007, the Epicenter was near completion and minor revisions were requested and approved for the CSM to reflect the final placement of the building.

Epic Systems Corporation
Plat and Zoning Map Amendment

In January of 2011, Epic requested annexation of 194 acres of land to the City to accommodate growth and expansion of their campus, which was approved.

In May of 2013, Epic requested annexation of 40.880 acres to the City of Verona, which was approved. Epic's intent was to install geothermal bore fields, a substation, and a stormwater management pond.

As a separate application in May of 2013, Council approved Epic's request to replat and divide portions of the Cross Point, Meister Addition, and Epic Plats. The replat required vacation of public right-of-ways. Epic purchased these lands for future expansions for Campuses 4 and 5. This replat removed several previously platted single-family lots. This replat created three (3) lots and seven (7) outlots. As part of this approval, Staff recommended in the future and after the TIF District closes, "*Epic submit a CSM or plat for all their lands to cleanup existing lot line configurations*".

In April of 2015, Epic requested annexation of 50.31 acres of land along CTH PD to be used as expansion of the existing office campus, which was approved.

In November of 2017, Council approved Epic's request for a CSM to subdivide one (1) lot into two (2) lots ensuring the new lot can be serviced by Madison Metropolitan Sewerage District (MMSD) instead of the existing septic field. This area contains the Contractor Annex building.

In December of 2019, the Plan Commission reviewed an initial plat for this property. Comments from the Plan Commission included will this change affect the property's assessed value, does Epic own the property on the south side of Epic Lane, and concerns regarding continued access to the City owned well and creating a City owned island surrounded by Epic.

Plat Review:

As previously discussed, Epic has submitted a Plat (labeled as Epic 2) approval for review by the Plan Commission. The City Attorney reviewed the Plat regarding language for easements, restrictions, and conditions over the Epic campus property. Staff has coordinated with Epic Staff to determine what should be included in the Plat and how it should be labeled. This Plat would remove all of the CSMs from the last sixteen (16) years and ensure that existing land conditions match parcels. The Plat would shift right-of-ways and modify and release easements. The proposed Plat will help the City Assessor in future assessments to have a single parcel containing the majority of buildings and lot lines will no longer split buildings. Staff is supportive of this Plat.

Rezoning Findings:

The Applicant proposes to rezone Lots 1 and 2 to be consistent with Suburban Industrial (SI) changing any remaining Rural Agriculture (RA) properties within the Lot. The Applicant will maintain the existing zoning of RA for outlots 1 and 2. The City's Zoning Ordinance requires the Zoning Administrator review the proposed rezoning to ensure the request is in harmony with the recommendations of the City of Verona Master Plan (Sec. 13-1-362). A summary of this review is below.

- a. *How does the proposed Official Zoning Map amendment further the purposes of this Chapter as outlined in [Section 13-1-5](#) and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA)?*

Staff is comfortable with the existing stormwater management plan as this is monitored and reviewed regularly since the proposed lot has several buildings under construction.

- b. *Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?*
- 1. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;*
 - 2. A mistake was made in mapping on the Official Zoning Map. (That is, an area is developing in a manner and purpose different from that for which it is mapped.) NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading;*
 - 3. Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district;*
 - 4. Growth patterns or rates have changed, thereby creating the need for an Amendment to the Official Zoning Map.*

The current zoning map needs to be amended due to above #3. The property lines have changed from multiple parcels into two (2) lots. The Applicant is requesting a change to allow the entire lot to have the same zoning district.

- c. *How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?*

The proposed Zoning Map amendment maintains the desired consistency of the land uses, land use intensities, and land use impacts as the existing land uses will

Epic Systems Corporation
Plat and Zoning Map Amendment

remain. The change in the Zoning Map will allow the Applicant to develop additional buildings as needed without rezoning portions of the property, which will be in two (2) lots.

Recommendation:

Staff recommends the following Plan Commission actions:

1. Recommend approval of the Plat for Epic Systems Corporation to create two (2) lots and two (2) outlots.
2. Recommend approval of the Zoning Map amendment for Epic Systems Corporation to rezone Lots 1 and 2 to Suburban Industrial (SI) and outlots 1 and 2 to remain as Rural Agriculture (RA).

Prepared by: Katherine Holt *KH*
Community Development Specialist

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

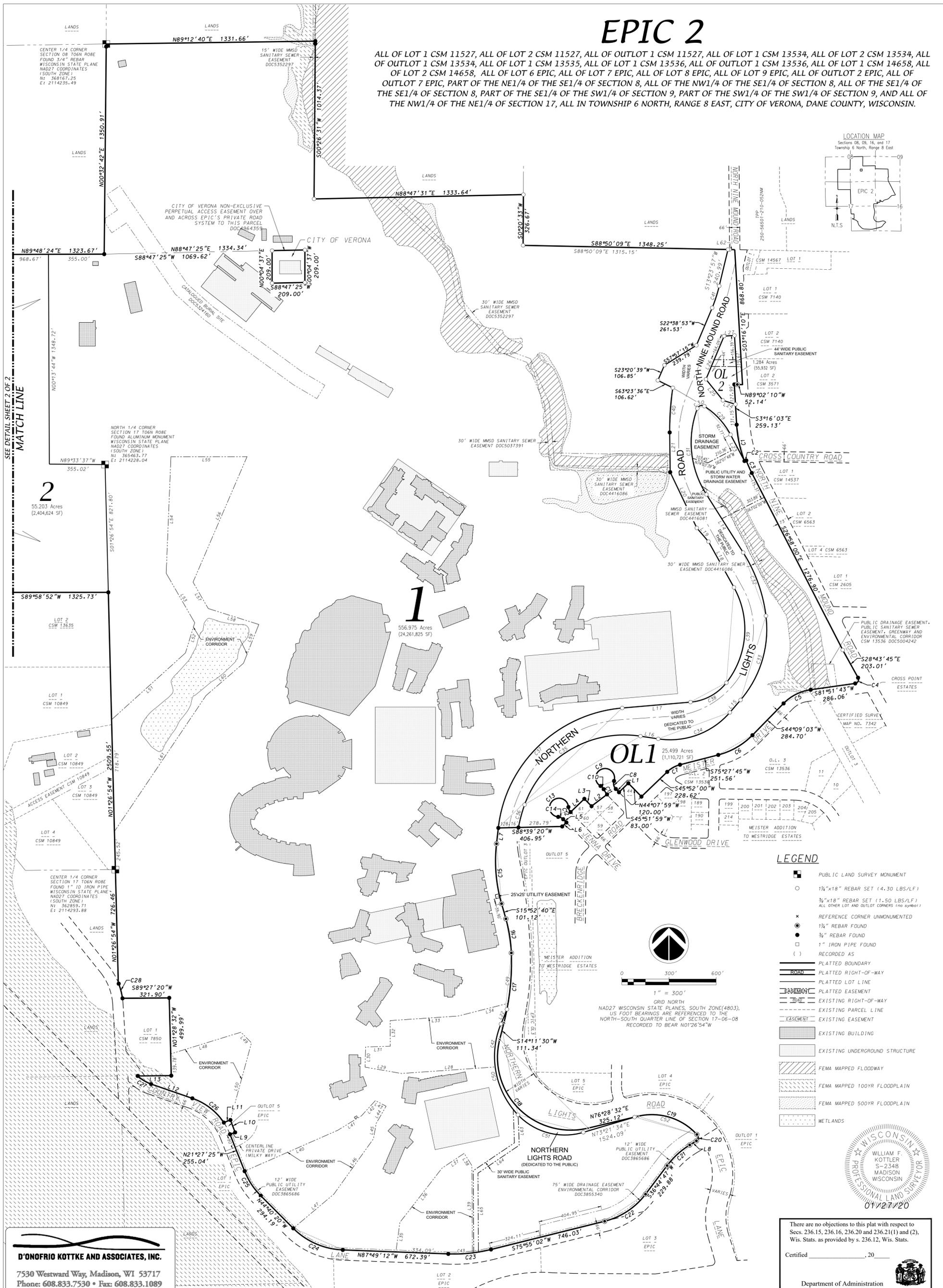
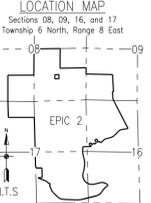
Epic 2 Plat Narrative

Introduction

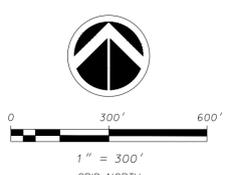
The purpose of the Epic 2 plat is to update parcel boundaries along with related easements, restrictions, and conditions over the Epic campus property along with adjacent right of way. Currently, the area contained within the proposed plat consists of 23 tax parcels, resulting from more than a dozen Certified Survey Maps and Plats recorded over the past 16 years. The development that has ensued does not coincide with these parcels. The Epic 2 plat will essentially *wipe the slate clean* resulting in property boundaries and records that coincide with current and future planned use.

EPIC 2

ALL OF LOT 1 CSM 11527, ALL OF LOT 2 CSM 11527, ALL OF OUTLOT 1 CSM 11527, ALL OF LOT 1 CSM 13534, ALL OF LOT 2 CSM 13534, ALL OF OUTLOT 1 CSM 13534, ALL OF LOT 1 CSM 13535, ALL OF LOT 1 CSM 13536, ALL OF OUTLOT 1 CSM 13536, ALL OF LOT 1 CSM 14658, ALL OF LOT 2 CSM 14658, ALL OF LOT 6 EPIC, ALL OF LOT 7 EPIC, ALL OF LOT 8 EPIC, ALL OF LOT 9 EPIC, ALL OF OUTLOT 2 EPIC, ALL OF OUTLOT 7 EPIC, PART OF THE NE1/4 OF THE SE1/4 OF SECTION 8, ALL OF THE NW1/4 OF THE SE1/4 OF SECTION 8, ALL OF THE SE1/4 OF THE SE1/4 OF SECTION 8, PART OF THE SE1/4 OF THE SW1/4 OF SECTION 9, PART OF THE SW1/4 OF THE SW1/4 OF SECTION 9, AND ALL OF THE NW1/4 OF THE NE1/4 OF SECTION 17, ALL IN TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.



- ### LEGEND
- PUBLIC LAND SURVEY MONUMENT
 - 1/2"x1/8" REBAR SET (4.30 LBS/LF)
 - 3/8"x1/8" REBAR SET (1.50 LBS/LF)
 - REFERENCE CORNER UNMONUMENTED
 - 1/2" REBAR FOUND
 - 3/4" REBAR FOUND
 - 1" IRON PIPE FOUND
 - RECORDED AS
 - PLATTED BOUNDARY
 - ROAD
 - PLATTED RIGHT-OF-WAY
 - PLATTED LOT LINE
 - EASEMENT
 - EXISTING RIGHT-OF-WAY
 - EXISTING PARCEL LINE
 - EXISTING EASEMENT
 - EXISTING BUILDING
 - EXISTING UNDERGROUND STRUCTURE
 - FEMA MAPPED FLOODWAY
 - FEMA MAPPED 100YR FLOODPLAIN
 - FEMA MAPPED 500YR FLOODPLAIN
 - WETLANDS



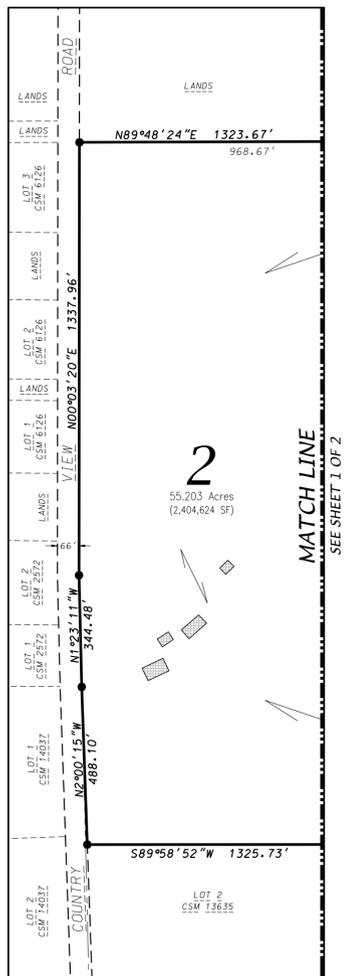
D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
 7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089
 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT
 FN:12-05-130

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified _____, 20____
 Department of Administration



EPIC 2

ALL OF LOT 1 CSM 11527, ALL OF LOT 2 CSM 11527, ALL OF OUTLOT 1 CSM 11527, ALL OF LOT 1 CSM 13534, ALL OF LOT 2 CSM 13534, ALL OF OUTLOT 1 CSM 13534, ALL OF LOT 1 CSM 13535, ALL OF LOT 1 CSM 13536, ALL OF OUTLOT 1 CSM 13536, ALL OF LOT 1 CSM 14658, ALL OF LOT 2 CSM 14658, ALL OF LOT 6 EPIC, ALL OF LOT 7 EPIC, ALL OF LOT 8 EPIC, ALL OF LOT 9 EPIC, ALL OF OUTLOT 2 EPIC, ALL OF OUTLOT 7 EPIC, PART OF THE NE1/4 OF THE SE1/4 OF SECTION 8, ALL OF THE NW1/4 OF THE SE1/4 OF SECTION 8, ALL OF THE SE1/4 OF THE SE1/4 OF SECTION 8, PART OF THE SE1/4 OF THE SW1/4 OF SECTION 9, PART OF THE SW1/4 OF THE SW1/4 OF SECTION 9, AND ALL OF THE NW1/4 OF THE NE1/4 OF SECTION 17, ALL IN TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.



CURVE NO.	ARC LENGTH	CURVE RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	239.70'	805.18'	17°03'24"	S12°01'36"E	238.81'	S3°29'54"E	S20°33'18"E
C2	12.05'	480.00'	1°26'18"	N74°17'51"E	12.05'	N75°01'00"E	N73°34'42"E
C3	87.61'	792.50'	6°20'04"	S23°47'58"E	87.57'	S20°37'56"E	S26°58'00"E
C4	48.26'	25.00'	110°35'50"	N26°33'48"E	41.11'	N81°51'43"E	N28°44'07"W
C5	197.45'	300.00'	37°42'39"	S63°00'23"W	193.91'	S81°51'43"W	S44°09'03"W
C6	255.21'	467.00'	31°18'42"	N59°48'24"E	252.05'	N75°27'45"E	N44°09'03"E
C7	94.53'	183.00'	29°35'45"	S60°39'52"W	93.48'	S75°27'45"W	S45°52'00"W
C8	55.50'	50.00'	63°36'02"	S12°19'58"E	52.70'	S19°28'03"W	S44°08'00"E
C9	272.43'	60.00'	260°09'01"	S69°23'32"W	91.82'	N19°28'03"E	S60°40'58"E
C10	28.84'	50.00'	33°02'42"	N44°09'37"W	28.44'	N27°38'17"W	N60°40'58"W
C11	40.04'	233.00'	9°50'44"	S32°33'38"E	39.99'	S27°38'17"E	S37°29'00"E
C12	35.79'	50.00'	41°00'52"	S23°37'35"E	35.03'	S3°07'09"E	S44°08'00"E
C13	274.40'	60.00'	262°01'45"	S45°51'58"W	90.55'	N3°07'09"W	S85°08'54"E
C14	35.79'	50.00'	41°00'51"	N64°38'29"W	35.03'	N44°08'03"W	N85°08'54"W
C15	388.97'	1000.00'	22°17'10"	S44°44'05"E	386.52'	S6°24'30"W	S15°52'40"E
C16	222.96'	935.00'	13°39'47"	N9°02'46"W	222.44'	N2°12'53"W	N15°52'39"W
C17	452.42'	1580.00'	16°24'23"	N5°59'19"E	450.88'	N14°11'30"E	N2°12'53"W
C18	961.52'	468.00'	117°42'58"	S44°39'59"E	801.11'	S14°11'30"W	N76°28'32"E
C19	417.48'	385.00'	62°07'47"	N72°27'34"W	397.33'	N41°23'40"W	S76°28'32"W
C20	43.32'	25.00'	99°16'17"	N8°14'28"E	38.10'	N57°52'37"E	N41°23'40"W
C21	196.57'	533.00'	21°07'50"	S47°18'42"W	195.46'	S57°52'37"W	S36°44'47"W
C22	319.27'	467.00'	39°01'15"	N56°19'55"E	313.09'	N75°55'02"E	N36°44'47"E
C23	274.48'	967.03'	16°15'46"	N84°02'55"E	273.56'	S87°49'12"E	N75°55'02"E
C24	353.08'	468.86'	43°08'52"	S66°14'46"E	344.80'	S44°40'20"E	S87°49'12"E
C25	189.97'	468.86'	23°12'55"	S33°03'52"E	188.68'	S21°27'25"E	S44°40'20"E
C26	258.21'	399.00'	37°04'45"	N52°10'42"W	253.73'	N33°38'19"W	N70°43'04"W
C27	101.03'	239.84'	24°08'05"	S58°39'02"E	100.28'	S46°34'59"E	S70°43'04"E
C28	104.66'	433.00'	13°50'56"	N14°54'53"W	104.41'	N7°59'25"W	N21°50'21"W
C29	250.21'	483.20'	29°40'05"	S42°24'42"E	247.42'	S57°14'44"E	S27°34'39"E
C30	53.51'	30.00'	102°11'39"	N71°39'26"E	46.69'	N20°33'37"E	S57°14'44"E
C31	576.18'	622.34'	53°02'45"	N5°57'46"W	555.82'	N32°29'08"W	N20°33'37"E
C32	435.44'	1000.00'	24°56'56"	N19°36'50"W	432.01'	N7°08'22"W	N32°05'18"W
C33	581.06'	700.00'	47°33'39"	N16°38'28"E	564.52'	N40°25'17"E	N7°08'22"W
C34	508.68'	500.00'	58°17'25"	N69°34'00"E	487.02'	S81°17'18"E	N40°25'17"E
C35	931.56'	675.00'	79°04'25"	N59°10'29"E	859.38'	N19°38'17"E	S81°17'18"E
C36	151.71'	959.44'	9°03'35"	N15°06'29"E	151.55'	N10°34'41"E	N19°38'17"E

CURVE NO.	ARC LENGTH	CURVE RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C37	1195.17'	870.00'	78°42'37"	S45°40'51"W	1103.38'	S85°02'09"W	S6°19'32"W
C38	268.25'	325.00'	47°17'26"	S61°23'26"W	260.70'	S37°44'43"W	S85°02'09"W
C39	650.70'	560.00'	66°34'33"	S4°27'26"W	614.71'	S28°49'50"E	S37°44'43"W
C40	287.84'	1754.42'	9°24'01"	S3°58'30"W	287.52'	S8°40'30"W	S0°43'30"E
C41	147.31'	993.00'	8°30'00"	N17°38'57"E	147.18'	N21°53'57"E	N13°23'57"E
C42	281.64'	550.00'	29°20'24"	S7°31'51"W	278.58'	S22°12'03"W	S7°08'21"E
C43	153.62'	967.03'	9°06'07"	N87°37'45"E	153.46'	S87°49'12"E	N83°04'41"E
C49	364.48'	1580.00'	13°13'03"	N4°23'39"E	363.68'	N11°00'10"E	N2°12'53"W
C50	627.26'	550.00'	65°20'40"	N10°28'18"W	593.82'	N43°08'38"W	N22°12'03"E
C51	454.37'	410.00'	63°29'48"	N74°53'32"W	431.48'	S73°21'34"W	N43°08'38"W
C52	434.73'	385.00'	64°41'49"	N74°17'31"W	412.00'	N41°56'37"W	S73°21'34"W

LINE#	DIRECTION	LENGTH	LINE#	DIRECTION	LENGTH	LINE#	DIRECTION	LENGTH
L1	S44°08'00"E	29.13'	L24	S72°29'38"E	83.83'	L46	N35°19'18"E	435.69'
L2	N52°31'00"E	124.41'	L25	S38°34'02"E	173.62'	L47	N49°39'13"E	339.46'
L3	S44°08'00"E	65.64'	L26	N22°38'53"E	300.85'	L48	S72°43'14"W	469.03'
L4	N45°51'59"E	122.00'	L27	S86°32'27"W	66.23'	L49	N44°14'48"W	95.47'
L5	S44°08'03"E	29.12'	L28	N86°00'11"E	598.78'	L50	N15°07'07"E	513.65'
L6	N45°52'01"E	36.78'	L29	S80°04'28"E	235.05'	L51	N47°38'32"E	636.62'
L7	N6°24'28"E	102.18'	L30	S1°21'48"W	129.92'	L52	N16°54'06"E	203.13'
L8	N57°52'37"E	50.42'	L31	S88°14'35"W	157.63'	L53	N29°43'48"W	366.10'
L9	N69°53'17"E	35.01'	L32	S0°16'27"E	164.55'	L54	N2°16'54"E	749.75'
L10	N20°40'39"W	85.03'	L33	S86°07'55"W	433.12'	L55	N89°54'50"E	485.20'
L11	S68°32'31"W	45.14'	L34	S75°36'50"W	329.13'	L56	S23°06'03"W	877.37'
L12	S70°43'04"E	278.37'	L35	S7°42'04"W	191.66'	L57	S29°43'48"E	195.23'
L13	N89°27'20"E	213.94'	L36	S37°34'14"W	440.15'	L58	S72°23'22"E	338.13'
L14	S32°05'18"E	440.53'	L37	S56°05'16"W	169.86'	L59	S21°21'14"W	267.53'
L15	S40°25'17"W	105.04'	L38	N31°49'11"W	92.80'	L60	S48°58'03"W	317.37'
L16	N81°17'18"W	114.20'	L39	N0°19'45"W	561.07'	L61	S33°42'58"W	1049.95'
L17	N85°02'09"E	436.22'	L40	S66°05'26"W	650.09'	L62	S88°50'09"E	33.10'
L18	N28°50'47"W	335.89'	L41	S58°19'32"W	177.00'	L63	S2°00'41"E	193.97'
L19	N40°20'10"W	115.25'	L42	S42°07'10"W	131.16'	L64	S55°40'03"W	318.22'
L20	N25°17'14"W	396.62'	L43	N61°52'38"W	77.05'	L65	S0°19'45"E	507.12'
L21	N0°43'30"W	255.40'	L44	N29°35'55"E	126.23'			
L22	N22°12'03"E	101.67'	L45	N10°17'36"E	101.33'			



LEGAL DESCRIPTION

I, William F. Kottler, Professional Land Surveyor S-2348 do hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin State Statutes and the Subdivision Regulations of the City of Verona, and under the direction of the owner, I have surveyed, divided and mapped EPIC 2 and that such plat correctly represents all the exterior boundaries and the subdivision of the land surveyed; and that this land is located in all of Lot 1 CSM 11527, all of Lot 2 CSM 11527, all of Outlot 1 CSM 11527, all of Lot 1 CSM 13534, all of Lot 2 CSM 13534, all of Outlot 1 CSM 13534, all of Lot 1 CSM 13535, all of Lot 1 CSM 13536, all of Outlot 1 CSM 13536, all of Lot 1 CSM 14658, all of Lot 2 CSM 14658, all of Lot 6 EPIC, all of Lot 7 EPIC, all of Lot 8 EPIC, all of Lot 9 EPIC, all of Outlot 2 EPIC, all of Outlot 7 EPIC, part of the NE1/4 of the SE1/4 of Section 8, all of the NW1/4 of the SE1/4 of Section 8, all of the SE1/4 of the SE1/4 of Section 8, part of the SE1/4 of the SW1/4 of Section 9, and all of the NW1/4 of the NE1/4 of Section 17, ALL in Township 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, containing 26,666,449 Square Feet (612.177 acres) described as follows:

COMMENCING at the South 1/4 corner of said Section 8; thence S01°26'54"W, 821.80 feet to the POINT OF BEGINNING; thence S89°58'52"W, 1325.73 feet; thence N02°00'15"W, 488.10 feet; thence N01°23'11"W, 344.48 feet; thence N00°03'20"E, 1337.96 feet; thence N89°48'24"E, 1323.67 feet; thence N88°47'25"E, 1069.62 feet; thence S00°04'37"W, 209.00 feet; thence N88°47'25"E, 209.00 feet; thence N00°04'37"E, 209.00 feet; thence S88°47'25"W, 209.00 feet; thence N00°32'42"E, 1350.91 feet; thence N89°12'40"E, 1331.66 feet; thence S00°26'30"W, 1014.37 feet; thence N88°47'31"E, 1333.64 feet; thence S00°20'33"W, 326.67 feet; thence S88°50'09"E, 1348.25 feet; thence S03°16'10"E, 868.80 feet; thence N89°02'02"W, 52.14 feet; thence S03°16'10"E, 256.06 feet; thence 242.76 feet along the arc of a curve to the left with a radius of 804.50 feet and chord of S11°54'51"E, 241.84 feet; thence 12.05 feet along the arc of a curve to the left with a radius of 480.00 feet and chord of N74°17'51"E, 12.05 feet; thence 87.62 feet along the arc of a curve to the left with a radius of 792.50 feet and chord of S23°47'58"E, 87.57 feet; thence S26°58'00"E, 1276.90 feet; thence S28°43'45"E, 203.01 feet; thence 48.26 feet along the arc of a curve to the right with a radius of 25.00 feet and chord of S26°33'59"W, 41.10 feet; thence S81°51'43"W, 286.06 feet; thence 197.45 feet along the arc of a curve to the left with a radius of 300.00 feet and chord of S63°00'23"W, 193.91 feet; thence S44°09'03"W, 284.70 feet; thence 255.21 feet along the arc of a curve to the right with a radius of 467.00 feet and chord of S59°48'24"W, 252.05 feet; thence S75°27'45"W, 251.56 feet; thence 94.53 feet along the arc of a curve to the left with a radius of 183.00 feet and chord of S60°39'52"W, 93.48 feet; thence S45°52'00"W, 228.62 feet; thence N44°07'59"W, 120.00 feet; thence S45°51'59"W, 83.00 feet; thence N44°08'00"W, 29.13 feet; thence 55.50 feet along the arc of a curve to the right with a radius of 50.00 feet and chord of N12°19'58"W, 52.70 feet; thence 272.43 feet along the arc of a curve to the left with a radius of 60.00 feet and chord of S69°23'32"W, 91.82 feet; thence 28.84 feet along the arc of a curve to the right with a radius of 50.00 feet and chord of S44°09'37"E, 28.44 feet; thence 40.04 feet along the arc of a curve to the left with a radius of 233.00 feet and chord of S32°33'38"E, 39.99 feet; thence S52°31'00"W, 124.41 feet; thence N44°08'00"W, 65.64 feet; thence S45°51'59"W, 122.00 feet; thence 35.79 feet along the arc of a curve to the right with a radius of 50.00 feet and chord of N23°37'34"W, 35.03 feet; thence 274.40 feet along the arc of a curve to the left with a radius of 60.00 feet and chord of S45°51'58"W, 90.55 feet; thence 35.79 feet along the arc of a curve to the right with a radius of 50.00 feet and chord of S64°38'29"E, 35.03 feet; thence S44°08'03"E, 29.12 feet; thence S45°52'01"W, 36.78 feet; thence S88°39'20"W, 200.60 feet; thence S88°39'30"W, 206.35 feet; thence S06°24'30"W, 102.19 feet; thence S84°21'59"E, 0.00 feet; thence 388.97 feet along the arc of a curve to the left with a radius of 1000.00 feet and chord of S04°44'05"E, 386.52 feet; thence S15°52'40"E, 101.11 feet; thence 222.97 feet along the arc of a curve to the right with a radius of 935.00 feet and chord of S09°02'47"E, 222.44 feet; thence 452.42 feet along the arc of a curve to the right with a radius of 1580.00 feet and chord of S05°59'19"W, 450.88 feet; thence S14°11'30"W, 111.34 feet; thence 961.52 feet along the arc of a curve to the left with a radius of 468.00 feet and chord of S44°39'59"E, 801.11 feet; thence N76°28'32"E, 325.12 feet; thence 417.48 feet along the arc of a curve to the right with a radius of 385.00 feet and chord of S72°27'34"E, 397.33 feet; thence 43.32 feet along the arc of a curve to the right with a radius of 25.00 feet and chord of S08°14'28"W, 38.10 feet; thence S57°52'37"W, 50.42 feet; thence 196.57 feet along the arc of a curve to the left with a radius of 533.00 feet and chord of S47°18'42"W, 195.46 feet; thence S36°44'47"W, 229.88 feet; thence 319.27 feet along the arc of a curve to the right with a radius of 467.00 feet and chord of S56°19'55"W, 313.09 feet; thence S75°55'02"W, 746.03 feet; thence 274.48 feet along the arc of a curve to the right with a radius of 967.03 feet and chord of S84°02'55"W, 273.56 feet; thence N87°49'12"W, 672.39 feet; thence 353.08 feet along the arc of a curve to the right with a radius of 468.86 feet and chord of N66°14'46"W, 344.80 feet; thence N44°40'20"W, 294.19 feet; thence 189.97 feet along the arc of a curve to the right with a radius of 468.86 feet and chord of N33°03'52"W, 188.68 feet; thence N21°27'25"W, 255.04 feet; thence N69°53'17"E, 35.01 feet; thence N20°40'39"W, 85.03 feet; thence S68°32'31"W, 45.14 feet; thence 258.21 feet along the arc of a curve to the left with a radius of 399.00 feet and chord of N52°10'42"W, 253.73 feet; thence N70°43'04"W, 278.37 feet; thence 101.03 feet along the arc of a curve to the right with a radius of 239.84 feet and chord of N58°39'02"W, 100.28 feet; thence N89°27'20"E, 45.78 feet; thence N89°27'20"E, 168.16 feet; thence N01°28'32"W, 499.99 feet; thence S89°27'20"W, 297.58 feet; thence 104.66 feet along the arc of a curve to the left with a radius of 433.00 feet and chord of N14°54'53"W, 104.41 feet; thence N01°26'54"W, 2509.55 feet to the POINT OF BEGINNING.

Dated this 27th day of January, 2020.

William F. Kottler, Professional Land Surveyor, S-2348



CORPORATE OWNER'S CERTIFICATE

EPIC SYSTEMS CORPORATION, a Wisconsin corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this map.

EPIC SYSTEMS CORPORATION does further certify that this plat is required by S236.10 or S236.12 Wisconsin Statutes to be submitted to the following agencies for approval or objection:

Department of Administration
Common Council, City of Verona
Dane County Zoning and Land Regulation Committee

IN WITNESS WHEREOF, the said EPIC SYSTEMS CORPORATION has caused these presents to be signed by its officer(s) of said corporation

at _____, Wisconsin this _____ day of _____, 20____.

EPIC SYSTEMS CORPORATION

Signature lines for EPIC SYSTEMS CORPORATION officers.

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

Personally came before me this _____ day of _____, 20____, the above named corporate officer(s) to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin
My commission expires: _____.

VERONA COMMON COUNCIL CERTIFICATE

Resolved that the plat of EPIC 2 located in the City of Verona, was hereby approved by Resolution adopted on _____, 20____ and further resolve that the conditions of said approval were fulfilled on _____, 20____ and said resolution further provided for the acceptance of those lands and rights dedicated by said EPIC 2 to the City for public use.

Dated this _____ day of _____, 20____.

Ellen Clark, City Clerk, City of Verona, Dane County, Wisconsin

CITY OF VERONA TREASURER'S CERTIFICATE

I, Brian Lamers, being the duly appointed, qualified, and acting Treasurer of the City of Verona, Dane County, Wisconsin, do hereby certify that, in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments on any of the lands included in the plat of EPIC 2

as of this _____ day of _____, 20____.

Brian Lamers, City Treasurer, City of Verona, Dane County, Wisconsin



City of Verona

Public Works Department
410 Investment Court
Verona, WI 53593

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

March 2, 2020

Verona City Council Members
111 Lincoln Street
Verona, WI 53593

Subject: **Letter of Recommendation**
2020-101, 2020 Verona Street Asphaltic Rehabilitation Project

Dear Council Members:

In accordance with the Official Notice to Bidders, the office of the Public Works Director accepted sealed bids for the above named project until 11:00 a.m. local time on February 18, 2020. Following the close of bidding, the bids received were publicly opened and read aloud. Staff has reviewed the bids received. A copy of the Bid Tabulation is attached.

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

- Payne & Dolan, Inc. of Fitchburg, WI in the amount of \$197,527.50.
- Wolf Paving & Excavating, Inc. of Sun Prairie, WI in the amount of \$232,173.50
- Edgerton Contractors of Oak Creek, WI in the amount of \$244,817.67.
- Tri-County Paving, Inc of DeForest, WI in the amount of \$258,320.10.

The estimate with contingencies was \$282,535.00. The following bid items provided a significant reduction as compared to the estimate:

- Traffic control
- Milling Asphaltic Surface
- Shaping Shoulders
- Base Aggregate Dense (Road Gravel)
- HMA Pavement

Payne & Dolan has completed previous years' rehabilitation projects for the City of Verona as a sub-contractor with the most current being in 2016, 2017, 2018, and 2019. Payne & Dolan has also successfully completed a number of other projects throughout the City of Verona. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Payne & Dolan has the personnel, equipment and financial assets necessary to complete the 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project.

I would therefore recommend that the City of Verona accept the bid of Payne & Dolan for the 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project and recommend awarding a contract to Payne & Dolan in the amount of \$197,527.50.

The streets included in the project are as follows:

- Northern Lights Road (Staff Park A to Staff Park B)

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

Thank you in advance for your cooperation.

Sincerely,

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

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

Drafted / reviewed by:
EAS/tpj

S:\PROJECTS\2020-101_STREET REHABILITATION, ASPHALT\DESIGN - PERMITTING - BIDDING\BIDDING\LETTER OF RECOMMENDATION\2020-101, ASPHALT REHABILITATION LETTER OF RECOMMENDATION_2020-03-02.DOCX



City of Verona

Public Works Department
410 Investment Court
Verona, WI 53593

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

March 2, 2020

Verona City Council Members
111 Lincoln Street
Verona, WI 53593

Subject: **Letter of Recommendation
2020-102, 2020 Seal Coat Project**

Dear Council Members:

In accordance with the Official Notice to Bidders, the office of the Public Works Director accepted sealed bids for the above named project until 11:15 a.m. local time on February 18, 2020. Following the close of bidding, the bids received were publicly opened and read aloud. Staff has reviewed the bids received. A copy of the Bid Tabulation is attached.

Two bids were received:

- The high bid from Scott's Construction, Inc. of Lake Delton, WI in the amount of \$302,490.00.
- The low bid from Fahrner's Asphalt Sealers of Waunakee, WI in the amount of \$222,890.00.

The estimate with contingencies was \$280,390.00. The following bid items provided the majority of the cost decreases as compared to the estimate:

- Traffic Control
- Chip Seal

Fahrner's has provided this service for the City of Verona in the past seven years and has performed above City expectations. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Fahrner's has the personnel, equipment and financial assets necessary to complete the 2020-102, 2020 Seal Coat Project.

I would therefore recommend that the City of Verona accept the bid of Fahrner's for the 2020-102, 2020 Seal Coat Project and recommend awarding a contract to Fahrner's in the amount of \$222,890.00.

The streets included in the project are as follows:

- Westridge Parkway

- Ridge Crest Lane
- Hillside Way
- Ridge View Trail
- Westward Drive
- Overview Circle
- Lynne Circle
- Jenna Court
- Jenna Drive
- Birchwood Lane
- Amanda Way
- Thompson Street
- Mark Drive
- Lucille Street
- Todd Street
- Grace Street
- Grace Court
- Aspen Avenue
- Aspen Court
- Diana Drive
- Daisy Court
- Arthur Street
- South Arthur Court
- North Arthur Court
- Linden Street
- Linden Court

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

Thank you in advance for your cooperation.

Sincerely,

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

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

Drafted / reviewed by:
EAS/tpj

S:\PROJECTS\2020-102_2020 CHIP SEAL\DESIGN - PERMITTING - BIDDING\BIDDING\LETTER OF RECOMMENDATION\2020-102, PAVEMENT SURFACE TREATMENT_LETTER OF RECOMMENDATION_2020-03-02.DOCX

**WHISPERING COVES
DEVELOPMENT AGREEMENT
PHASE 1**

This Whispering Coves Development Agreement Phase 1 (the “Agreement”) is made this ____ day of _____, 2020, by and among North Neighborhood, LLC, a Wisconsin limited liability company (the “Developer”), Midthun Property Hwy M LLC, a Wisconsin limited liability company (“Midthun I”), Midthun Property North West, LLC (“Midthun II” and collectively with Midthun I hereinafter referred to as “Midthun”) and the City of Verona, a Wisconsin municipal corporation (the “City”).

RECITALS

- A. The Developer has obtained approval from the City for a plat known as the Plat of Whispering Coves (the “Plat”), a parcel of land located in the City of Verona, Dane County, Wisconsin more particularly described in Exhibit A attached hereto (the “Subdivision”), contingent upon the execution of this Agreement and submittal of all required documents as provided by this Agreement.
- B. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive.
- C. Title 14 of the Code of Ordinances, City of Verona, Wisconsin (the “Subdivision Ordinance”) requires that provisions be made for the installation of public improvements to serve the Subdivision, including, but not limited to, sanitary sewer facilities, water mains and water service laterals, the grading of public lands, erosion and storm water runoff control, and street improvements.
- D. The City’s purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions. The Agreement is not executed for the benefit of material men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or homebuyers in the Subdivision.

THIS SPACE RESERVED FOR RECORDING DATA

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

P.I.N.
See Exhibit A

- E. The Developer now wishes to proceed with the installation of public improvements to serve Phase 1 of the Subdivision, which Phase 1 consists of the lots and outlots shown on Exhibit B (“Phase 1”).
- F. The City will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement.

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

ARTICLE I – REQUIRED IMPROVEMENTS

A. General Conditions.

1. Improvements.

The Developer shall construct and install, at its own expense, the public improvements applicable to Phase 1 of the Subdivision as set forth in the Plat and in the plans prepared for the Developer by JSD Professional Services, Inc., and approved by the City, and particularly including the following items: installation of public sanitary sewer, public storm sewer, public water, public streets and public sidewalks, storm water management, gas, electric, cable, telephone, and street lights for dedication to the City (hereinafter referred to as the “Improvements”), as attached hereto as Exhibit C. The Improvements shall not be constructed hereunder unless the letter of credit required by this Agreement has been presented to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or delayed. The Developer’s obligation shall be independent of any obligations of the City contained herein. All of the Improvements shall meet the minimum requirements of the Subdivision Ordinance and City construction standards. The Developer’s obligation to complete the Improvements shall arise upon recording of the Plat and execution of this Agreement by all parties and shall not be conditioned on the commencement of construction in the Subdivision or sale of any lots or improvements within the Subdivision. The Developer agrees to construct Improvements required to connect Phase 1 to existing utilities, to construct utilities to the edge of Phase 1 or the Plat (however identified in the plans approved by the City), and to dedicate the Improvements to the City.

The parties agree and acknowledge that Morningside Boulevard may be constructed pursuant to a separate agreement executed between the City and Morningside Boulevard LLC, a Wisconsin limited liability company, an affiliate of the Developer (see Article I, Section B.3.f. below).

2. Contractors Engaged by the Developer.

The Developer agrees to engage contractors for all construction included in this Agreement who shall perform such work to the standards of the City and who shall comply with every requirement of the City Code and standards in performing such work. The Developer shall furnish the City Public Works Director (hereinafter, the “Director” or the “City Engineer”) with the names of all contractors and their subcontractors and with the classification of the work that they will perform, each of which shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

3. City Approval of Starting Dates.

a. It is contemplated that construction of the Improvements for Phase 1 shall commence on or about March 1, 2020 (weather permitting) and shall be substantially completed on or about October 1, 2020; however, the actual commencement date of construction and the projected completion date shall be determined by the contract between the Developer and its contractor(s), subject to approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

b. A starting date for each phase will not be approved until final plans and specifications for the public improvements for each phase have been approved by the City Engineer, stamped “Approved for Construction,” and signed by the Developer’s Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Engineer, and one copy shall be provided to each contractor. Only stamped and signed copies of the plans and specifications shall be used on the job site. A starting date will not be approved until all review and permit fees have been paid and the letter of credit required by this Agreement has been presented to and accepted by the City.

4. Phases and Time of Completion.

a. The Developer shall develop the Subdivision in phases, and the phases may not be developed until a development agreement for each phase is executed by the parties. The phasing plan shall specify which lots are included in each phase and what public improvements shall be completed as part of each phase. The number of lots in each phase shall be approved by the City. The Developer acknowledges receipt of the Residential Development Policy approved by the City in 2012.

b. All Improvements in any phase shall be completed within 18 months of the execution of the development agreement for that phase. Final asphalt lift shall be installed after one winter season of lower layer being installed.

5. Responsibility for Costs.

The Improvements shall be designed, permitted, constructed, and installed by the Developer at the Developer's sole expense. The City shall not be responsible for any costs or charges relating to the Subdivision or this Agreement. The Developer shall be responsible for all inspection fees associated with the Improvements.

6. Inventory.

On or before January 15 of each year, the Developer shall provide the City with an inventory of all Improvements installed the previous year, including the cost of each such Improvement.

B. Specifications for Improvements.

1. Grading Plan.

- a. Each phase of the Plat and the individual lots shall be graded in conformity with the Master Site Grading Plan as approved by the City Engineer, and corner elevations shall be identified on the Master Site Grading Plan. All site development and final landscaping of individual lots shall comply with the drainage path and elevations on the approved construction drawings and the Master Site Grading Plan to promote positive drainage. Lowest opening elevations of structures located in lots adjacent to storm water management facilities, overflows from storm water facilities, open channels, and low points in roadway rights-of-way shall be set to not have an adverse impact on overall site drainage and also be identified on the Master Site Grading Plan.
- b. Upon completion of the grading of each phase and then, finally, of the Plat, the Developer shall submit to the City a record drawing identifying the grades as established by the Developer. The Developer shall require all builders to provide the City with an engineer's certification stating that the grades on the record drawing are in conformance with the final approved grading plan within tolerances accepted in the industry, typically within 0.1-ft.
- c. The Developer shall obtain a land disturbing activity permit pursuant to the City and Wisconsin Department of Natural Resources ("WDNR") Code prior to grading, excavating, or other land disturbing activities.

2. Erosion Control Plans.

- a. Prior to the commencement of construction of each phase, the Developer must receive approval from the applicable governing agencies for an erosion control plan: the City, Dane County, and the WDNR. At a minimum, an erosion control plan that conforms to the provisions of the City Code shall be required. The Developer shall comply with the approved erosion control plan. Erosion control shall be implemented, inspected, and maintained as required per the approved engineering drawings and permits issued. Any maintenance required as a result of an inspection or other notification shall comply with the permit. If required action is not completed by the Developer, an enforcement action may be taken by the WDNR or the City.
- b. If the Developer fails to properly maintain the storm water treatment facility and downstream channels within thirty (30) days of delivery of written notice by the City to the Developer prior to acceptance by the City (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climactic conditions), then, in addition to any other remedies available to the City that are provided by law, the City, or its designee, may perform such maintenance, and the Developer shall pay the City for all reasonable costs of maintenance performed by the City. Notwithstanding the foregoing, the City shall not declare a default under this Agreement during the thirty (30) day cure period unless it is clear that the Developer does not intend to perform said work, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to perform said work, or if the City determines that such immediate action is necessary, the City may perform said work and deduct the cost thereof from the letter of credit.

3. Street Improvements.

- a. For Phase 1, the street(s) depicted on the Plat shall be constructed by the Developer as shown on the Plat in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer.
- b. The north-south street shown on the Plat within the Midthun property, connecting the Endres property on the north to the Backus property on the south, shall not be constructed, and the property adjacent to the street shall not be developed, until a separate development agreement is executed.
- c. The Developer shall construct all streets in Phase 1, including gravel base, and install the curb and gutter in accordance with the construction standards of the City, including, but not limited to, installing mountable

curbs on traffic islands within the Subdivision so that the curbs may withstand snow removal, maintenance, and emergency vehicle use. Further, no plantings or structures shall be placed or constructed in the traffic islands. Streets shall not be constructed until utilities under the roadway are completed and approved.

- d. The City Engineer shall retain final authority, exercised in accordance with industry standards, regarding the need to remove sub base material and to replace such sub base material with suitable material, to make sure that the quality of any utility and street construction satisfies the Subdivision Code.
- e. For each phase, the final course of asphalt shall be installed in all streets in the Plat within 18 months after the completion of the lower layer of asphalt, except that this deadline may be extended by the City Engineer for a reasonable time with respect to the laying of the final layer of asphalt paving on streets within the Subdivision, so long as the Developer furnishes appropriate surety for the completion of such work in the judgment of the City Engineer.
- f. Morningside Boulevard. Morningside Boulevard shall be constructed under one of two alternatives.
 - (1) Alternative One. Morningside Boulevard is constructed pursuant to plans approved by the City and a separate agreement executed between the City and Morningside Boulevard LLC, a Wisconsin limited liability company, an affiliate of the Developer and Midthun. If Morningside Boulevard is to be constructed under Alternative One, the separate agreement referenced in the preceding paragraph must be executed on or before April 13, 2020.
 - (2) Alternative Two. A portion of Morningside Boulevard is constructed by the Developer pursuant to plans approved by the City. The Developer, Midthun, and the City agree and acknowledge that Alternative Two is intended as a temporary solution and that Morningside Boulevard may need to be completed in its entirety before the Developer or Midthun can pursue future development of the Property.

Further, if a portion of Morningside Boulevard is constructed by the Developer pursuant to Alternative Two, the City agrees that it will seek to recapture a portion of the costs incurred by the Developer to construct Morningside Boulevard from the Dreger property and the Endres property at the time of annexation, if either of the properties annex to the City. The recapture amount to

be collected by the City and paid to the Developer shall be determined by the City.

- g. The Developer and Midthun agree and acknowledge that traffic signals (and associated geometric improvements) at the intersection of Morningside Boulevard and County Highway M may need to be constructed before either the Developer or Midthun can pursue future development of the Property.

4. Sidewalks.

The Developer shall construct and install sidewalks on both sides of the streets for Phase 1 within the Plat in accordance with the construction standards of the City.

Any sidewalk that will be installed and connect to a multi-use path shall be six (6) feet in width, all other sidewalks shall be constructed to construction standards of the City.

5. Lighting.

The Developer shall pay for the installation of street lights and restoration for Phase 1, including the restoration required by the installation of underground wiring. Street lights shall be placed at intervals and in locations as set forth on a street light plan approved by the City Engineer and the applicable electric utility company. The type and specifications of the street lights must be approved by the City Engineer prior to installation.

The Developer shall pay for the installation of multi-use path lights and restoration for Phase 1, including the restoration required by the installation of underground wiring and including, but not limited to, the East-West multi-use path. Multi-use path lights shall be placed at intervals and in locations as set forth on a light plan approved by the City Engineer. The type and specifications of the street lights must be approved by the City Engineer prior to installation.

6. Sanitary Sewer Collection.

- a. The Developer shall furnish, construct and install sanitary sewer facilities for Phase 1 in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer, including installing sanitary sewer service laterals to serve each lot in Phase 1. All sanitary sewer main and lateral construction shall be done in accordance with the construction standards of the City and shall be completed prior to the application of the lower layer of asphalt street pavement. Sewer service shall be provided to the parklands in the Plat where applicable facilities are anticipated. The City Engineer shall provide JSD Professional Services, Inc. with the location of the sewer

service facilities for insertion into the Construction Drawings in advance of their approval by the City for each Phase.

- b. No installation of the underground utilities shall commence until plans and specifications have been approved by the City Engineer and the WDNR.

7. Water Distribution.

- a. The Developer shall furnish, construct and install water mains and laterals for Phase 1 in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer. All water main and service lateral construction shall be done in accordance with construction standards of the City, and the Developer shall install water service laterals to serve each lot in Phase 1. Water service shall be provided to the parklands in the Plat where future water service is anticipated. The City Engineer shall provide JSD Professional Services, Inc. with the location of the water service facilities for insertion into the Construction Drawings in advance of their approval by the City for each Phase.
- b. No installation of the underground utilities shall commence until plans and specifications have been approved by the City Engineer and the WDNR as it requires.

8. Storm Sewer and Storm Water Management Facilities.

- a. The Developer shall furnish, construct and install storm sewers and storm water management facilities for Phase 1 in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer. All storm sewer construction shall be done in accordance with construction standards of the City and shall be completed prior to the application of the lower layer of asphalt street pavement. The Developer shall provide all storm water runoff calculations requested by the City Engineer to determine the adequacy of the facilities.
- b. Storm water management facilities are not required to be constructed by the Developer outside of the boundaries of Phase 1 as part of this Agreement, except for the construction of storm water management facilities as shown in the plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer. In the event that future phases of development of the Plat require the construction of storm water management systems outside the boundaries of said phase, the City agrees to make its storm water easements, outlots and streets as shown on the Plat available to the Developer for the construction of such storm water management facilities. The Developer shall construct all storm water

management systems in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer.

- c. The Plat and other adjacent lands are within a closed watershed, the area of which is identified in Exhibit D attached hereto and incorporated herein. The Developer acknowledges that a storm water pumping station and associated force main conveyance system identified are required to discharge storm water runoff from the closed watershed. In accordance with the design plans prepared by JSD Professional Services, Inc. (and/or sub consultants on its behalf), and as approved by the City Engineer, the Developer shall construct and install the pumping station as part of Phase 1 and the section of force main conveyance system within Phase 1.
- d. The storm water pumping station and associated force main conveyance system shall be constructed to discharge runoff directly to the unnamed tributary of the Badger Mill Creek, also known by the City as the “Dry Tributary” near the intersection of Northern Lights Road, North Nine Mound Road and Cross Country Road. The storm water pumping station and associated force main conveyance system shall be constructed to full build out conditions to the Dry Tributary as part of phase 2 of the development of the Plat. The parties agree and acknowledge that the associated force main conveyance system needs to be constructed on land outside of the Plat to get to the Dry Tributary. The City shall be responsible for acquiring all necessary property rights on land outside of the Plat in order to build the associated force main conveyance system from the edge of the Plat to the Dry Tributary.
- e. The Developer agrees and acknowledges that it shall retain all responsibility for the operation and maintenance of the storm water pumping station and associated force main conveyance system until all public improvements required for the development of all phases for the Plat have been dedicated to and accepted by the City. The parties agree that a storm water management agreement in the form attached hereto and incorporated herein as Exhibit E shall be executed by the Developer and the City. After the City has accepted all public improvements required for the development of all phases for the Plat, the City shall be responsible for the operation and maintenance of the storm water pumping station and associated force main conveyance system.

Further, the Developer agrees and acknowledges that it shall be responsible for any and all liability related to flood damage, if any, that occurs to property within the Plat until all development within the Plat is completed, and that the indemnification provisions contained within this Agreement specifically apply to flood damage within the Plat.

- f. The Developer agrees and acknowledges that the City retains the authority to establish a storm water special assessment district to generate revenue from the property in order to cover storm water operation and maintenance costs.

9. Easement and Utility Service.

In accordance with the City Code, all utilities serving Phase 1, including, but not limited to, electric power, natural gas, communications facilities, telephone and cable, shall be installed underground. Except as otherwise provided in this section, all utility equipment, appurtenances, conduits, lines and structures, electrical power, cable, communication facilities and telephone shall be installed within the right of way or within easements along side or rear yard lot lines and shall not be permitted in the front yard without written approval by the City. No retaining walls, fences, decks or other similar structures associated with the residential homes in the Subdivision may encroach upon easement rights granted for the operation and maintenance of municipal utilities.

10. Fencing and Debris Removal.

The Developer shall remove all interior fences and posts on the property, and shall remove all man-made debris on lands to be dedicated to the public by the Plat, or which are public at this time.

11. Excess Fill Materials.

If excavations result in excess fill, and the Developer uses such fill materials on lots within the Subdivision, the Developer shall be solely responsible for the location, grades, and method of placement of such material. Positive drainage shall be maintained and no adverse impacts to adjacent property owners shall occur by changes to drainage. Although such fill materials shall be leveled and graded as required by this Agreement, neither the City, the City Engineer, nor the employees or agents of either shall be responsible for the location, method of placement, type, or degree of compaction of any materials placed on private property.

12. Street Signs.

The Developer shall pay for the installation of all traffic control signs and street name signs for Phase 1.

13. Foundations.

On the approved construction plans, the Developer shall identify for the City the lowest allowable exposed foundation elevations for all lots in Phase 1 that abut bodies of water (*i.e.*, navigable waters and storm water basins). The lowest

allowable exposed foundation elevations shall be established at least two (2) feet above the back-to-back 100 year flood elevation, per CARPC Resolution 2016-01.

14. Outlots – Mail and Parcel Delivery.

- a. The Developer shall construct facilities for mail and parcel delivery (the “Cluster Box Units”) on Block 3, Outlot 3; Block 6, Outlot 3; Block 8, Outlot 1; Block 13, Outlot 1; Block 14, Outlot 1; and Block 15, Outlot 2 (the “CBU Outlots”) pursuant to plans approved by the City. For purposes of example only, the Cluster Box Units shall be constructed similar to the examples shown in Exhibit F. The Cluster Box Units shall be used for mail and parcel delivery for all lots within the Subdivision. Among other requirements, the Cluster Box Units shall comply with the Americans with Disabilities Act, to the extent applicable; be installed according to the manufacturer’s standards; and locks, keys, and assignments of mailboxes shall be done through the United States Postal Service as it will manage mail per its regulations.
- b. The Developer shall transfer CBU Outlots to the Whispering Coves Homeowner’s Association (the “Association”). Once transferred, CBU Outlots, including the Cluster Box Units, shall be managed and maintained by the Association in a neat and orderly condition by the Association, and shall comply with all applicable regulations of the City Code and any rules or regulations imposed by the United States Postal Service.
- c. If the Association (or the Developer, if the Developer has not yet transferred the CBU Outlots to the Association) fails to manage and maintain CBU Outlots, including the Cluster Box Units, pursuant to this Section 14, the City shall provide written notice thereof, and in the event that the Association (or the Developer) does not cure any failures within thirty (30) days of the City’s notice, the Association (or the Developer) agrees the City:
 - (1) May enter CBU Outlots and perform any work required under this Section 14, and all costs incurred by the City may be treated as a special charge (as defined in Wis. Stat. § 74.01(4)) levied on the lots within the Subdivision, without notice or hearing, such notice and hearing being expressly waived by the Association (or the Developer). The special charge shall be a lien on the lots within the Subdivision and shall be extended upon the next tax roll. All proceedings in relation to collection, return and sale of the lots within the Subdivision for delinquent real estate taxes shall apply to any such special charge.

- (2) If the City's authority to impose a special charge is held illegal or otherwise unenforceable by a court of law, the City shall retain any and all other remedies available at law to pursue collection of a costs incurred, including, but not limited to, levying special assessments in amounts no greater than the payments due. The Developer and the Association consent to the imposition of special assessments against the lots within the Subdivision and waive all rights to notice and hearing related to the special assessments and waive all rights to object to procedural irregularities in the imposition of the special assessments.

15. Wetland Restoration.

- a. For Phase 1, the Developer shall restore the wetland area on Outlot ____ pursuant to plans approved by the City. Among other work, the Developer shall complete a wetland restoration plan, obtain applicable WDNR approval and permits, and complete the work. The wetland restoration work must be completed prior to the Developer starting Phase 2 of its development.
- b. For avoidance of doubt, the City and the Developer agree and acknowledge that the Developer is certain parkland credit for the restoration of the wetland area on Outlot _____. If the Developer fails to restore the wetland area on Outlot ____ pursuant to the plans approved by the City, the City reserves the right to recalculate City park fees in Article II, Section A.4. and fees may be due from the Developer.

ARTICLE II – PAYMENT OF FEES AND COSTS

A. Developer to Reimburse City Costs and Pay Other Fees.

1. City Costs.

The Developer shall pay to the City, within thirty (30) days of billing, the City's reasonable fees associated with this Agreement and/or the Improvements, including, but not limited to, administrative fees, planning fees, engineering fees, attorney's fees, construction inspection fees, and soils testing fees. Interest of one and one-half percent (1½%) per month shall be charged on invoices not paid within thirty days of billing. The City shall provide detailed invoices of the City's costs to the Developer no less frequently than monthly.

2. MMSD Fees.

The Developer agrees to pay applicable Madison Metropolitan Sewerage District (MMSD) Interceptor Connection Charges (ICC) and Wastewater Treatment Plant Connection Charges (TPCC). The ICC and TPCC are based on developable

acreage in the Plat. The Developer agrees to pay MMSD sewer connection fees for each phase to the City prior to the construction of any sanitary sewer within the phase based on actual charges provided by MMSD. The City estimates the fees to be \$285,949.87.

3. City Water Impact and Sanitary Sewer Connection Fees.

The Developer agrees to pay the City of Verona Water Impact Fee and Sanitary Sewer Connection Fee. The City of Verona Water Impact Fee and Sewer Connection Fee are based on gross acreage of land approved in the Plat. For each phase, the Developer agrees to pay the fees that are in effect prior to the City of Verona substantially accepting the sewer and water improvements. The Letter of Credit shall not be reduced until after the City of Verona connection charges and impact fees associated with each phase have been paid in full. For Phase 1, the City estimates the Water Impact Fee to be \$61,799.85, and the Sanitary Sewer Connection Fee to be \$105,744.95.

4. City Park Fees.

The Developer agrees and acknowledges that its park dedication requirements, as provided in Section 14-1-81 of the City Code of Ordinances, consists of, for the entire Plat, the dedication of 13.23 acres of land to be used for park purposes.

5. Water Main Improvements Costs.

Within sixty (60) days of the execution of this Agreement, the Developer shall pay to the City \$96,392.88 for costs previously incurred by the City related to the construction of a water main (central pressure zone) associated with Project ID 5992-09-87, which construction benefitted the Property.

B. Payment Required under Annexation Agreement.

1. Pursuant to the Annexation Agreement executed among the City, the Developer, Midthun Property North West LLC, and Midthun Property Hwy M LLC, which Annexation Agreement is dated August 23, 2018 and recorded in the Dane County Register of Deeds Office as Document No. 5445228 (the "Annexation Agreement"), upon execution of this Agreement, the Developer shall pay the City \$131,927.18.

ARTICLE III – ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

A. Inspection.

1. After the required Improvements for each phase of the Subdivision have been made, installed and completed, the Developer shall notify the City Engineer, in writing, that the work is complete and ready for final inspection. All

Improvements shall be inspected and tested within sixty (60) days of the Developer's notice by the City Engineer or a consultant retained by him to assure compliance with all construction and improvement requirements of the City. The Developer agrees to provide for the maintenance and repair of all Improvements until the Improvements are accepted by the City. Before any sureties or other financial guarantees are released to the Developer, the City Engineer shall approve the satisfactory completion and acceptance of the Improvements; provided however that the City may reduce the amounts of the sureties or financial guaranties pursuant to Article IV, Section A.3. The Developer shall obtain an original lien waiver(s) from the Contractor(s) for the labor and materials for which payment is requested upon delivery of the payment to the Contractor(s), and the Developer shall provide the City with a copy of such original lien waiver(s). Prior to City acceptance of Improvements, the Developer shall provide the City with the lien waivers and such information on the cost of the Improvements as the City may require.

2. Prior to the City Engineer's inspection and approval of sanitary sewers, the Developer shall have performed, and at its cost, an air-pressure test and television inspection of those utilities. The Developer shall pay the actual cost of such inspection as required by the City Code. In addition, the water system installation shall not be accepted until a successful pressure test and bacteriologically safe sample is obtained by a certified testing agency. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the City's acceptance. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and certification of approval by the Director, ownership and control of the system shall be turned over without any restrictions to the City Water Utility.

B. Record Drawings and Cost of Improvements.

After completion of all Improvements for each phase and prior to final acceptance of the Improvements, the Developer shall prepare and have approved by the City three (3) copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings, as required by the Subdivision Ordinance. After completion of all Improvements and prior to acceptance of the Improvements, the Developer shall provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.

C. Dedication.

Subject to all of the other provisions of this Agreement, the Developer shall, upon completion of the above-described Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same (excepting sanitary sewer laterals and water laterals lying outside of dedicated right-of-way) to the City, its successors and assigns forever, free and clear of all encumbrances, together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes,

lines, plant, machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such Improvements, together with any and all necessary easements for access thereto.

D. Acceptance.

Following the City Engineer's report of completion of the Improvements and acceptance, the City shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer. The City Engineer shall provide the Developer with a copy of the City acceptance of the Improvements hereunder which the Developer may record to evidence compliance with this Agreement. Certification by the City Engineer does not constitute a waiver by the City of any rights related to the guarantee set forth in Article III-E below against defects in or failure of any Improvements that are detected or which occur following such acceptance.

E. Improvement Guarantee.

The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance by the City as herein provided and shall pay for any damages resulting there from to City property. If any defect appears during the guarantee period, the Developer shall upon written notice and, at its expense, install replacements or perform repairs to the standard provided in the approved plans and specifications. The Developer shall have 30 days from the issuance of such notice (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climactic conditions) to cure the defect. The City shall not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to cure the defect, or if the City determines that such immediate action is necessary, the City may affect the cure and deduct the cost thereof from the security deposit. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by the Developer to the City (as beneficiary). Unless defects have appeared and have not been repaired, the City will release the security to the Developer upon expiration of the one year guarantee period.

F. Remedies.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

ARTICLE IV – LETTER OF CREDIT

A. Letter of Credit.

1. The Developer agrees to furnish the City, before the start of any construction of improvements required by this Agreement, including but not limited to the Improvements, with surety in the form of an irrevocable letter of credit, in the amount of 6,251,403, to secure performance of this contract in accordance with the Subdivision Ordinance, which letter of credit shall be in a form acceptable to the City and must be accepted by the City prior to the commencement of construction under this Agreement. The letter of credit shall be payable at sight to the City and will bear an expiration date not earlier than twelve (12) months after the date of delivery to the City. The letter of credit shall include a provision requiring that the City be given written notice not less than forty five (45) days and not more than sixty (60) days prior to the expiration of the letter. The Developer shall provide a new letter of credit satisfactory to the City not less than ten (10) days prior to the expiration of any earlier letter of credit sufficient to cover the balance of any work to be performed by the Developer hereunder and any sum required to secure the guarantee in Article III-E above. The failure to provide a new letter of credit at least ten (10) days before the expiration of the current letter of credit shall be deemed a default under this Agreement authorizing the City to draw upon the letter of credit. The letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (ii) a written statement by a City official that the City is entitled to draw on the letter of credit; and (iii) the original of the letter of credit.
2. Any Improvements that are not completed within 18 months of the execution of this Agreement (except for the final course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City, and the City may draw on the letter of credit to pay all costs associated with completing the Improvements.
3. As work progresses on installation of the Improvements constructed as part of this Agreement, the City Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the letter of credit as hereinafter provided. When portions of construction (water, sanitary sewer, street, sidewalk, storm sewer or other Improvements) are completed by the Developer, and determined acceptable by the City Engineer, the City Administrator is authorized, upon submission of lien waivers by the Developer's contractors, to reduce the amount of the letter of credit.
4. Upon acceptance by the City of the Improvements constructed as part of this Agreement, the City agrees to reduce the letter of credit to an amount equal to the City Engineer's estimate of the amount reasonably necessary to secure the

guarantee required in Article III-E, or 10 percent of the total cost of the Improvements, whichever is greater.

5. The Developer agrees to provide written notice of the expiration of any letter of credit (or replacement letter of credit) provided for herein not less than forty five (45) days nor more than sixty (60) days prior to its expiration, by sending notice to the following address:

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

B. Preservation of Assessment Rights.

1. Any Improvements that are not completed within 18 months of the execution of this Agreement (except for the second course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City at the City's option and charged to lots in the Subdivision as a special assessment.
2. In addition to other remedies provided to the City by this Agreement, and in the event the Developer breaches its obligations hereunder (after written notice and the opportunity to cure as provided for herein), the City shall have the right, without notice or hearing, to impose special assessments or special charges on the lots in the Plat for any amount to which the City is entitled by virtue of this Agreement. This provision constitutes the Developer's acknowledgment of special benefit and the Developer's consent to and waiver of notice and hearing on all proceedings imposing such special assessments or special charges.
3. Notwithstanding Article IV-B-1 and IV-B-2, the City shall not levy any special assessments under such sections against any lot which has been conveyed of record by Developer to a third party following acceptance by the City of all Improvements (except for the second course of asphalt). The City, however, retains all rights granted to it generally under Wisconsin statutes to levy special assessments.

C. Remedies Not Exclusive.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

ARTICLE V – PERMITS

A. Required Permits.

The Developer is responsible for obtaining all licenses, permits and authority necessary to perform its obligations under this Agreement.

B. Building Permits.

The City shall not issue building permits for lots within the Subdivision until all of the following conditions have been met:

1. The Developer has complied with the provisions of this Agreement.
2. The Developer has installed and the City has accepted, for each phase, the sanitary sewer main and laterals, the water main and laterals, the storm sewer and other storm water management facilities, the gravel base in the streets, and the curb, gutter, sidewalk, and lower layer of asphalt street pavement.

C. Occupancy Permits.

The City will not issue an occupancy permit for any dwelling within the Subdivision until all fees are paid and all dedications and Improvements associated with such phase are approved and accepted by the City in accordance with this Agreement, except the final lift of asphalt street pavement need not be installed provided there is a sufficient financial guarantee under Article IV-A to insure the installation of the final lift.

ARTICLE VI – LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. Laws to be Observed.

The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the construction of the public improvements to be accomplished under this Agreement. The Developer further agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Developer's failure to comply with an applicable federal, state or local law, regulation or ordinance.

B. Other Laws Apply.

All applicable provisions of the Subdivision Code and any other applicable ordinances or laws shall be adhered to with respect to the design, construction and installation of required Improvements for the Subdivision and with respect to the development of the Plat, except as to variances to or waivers of those requirements. Where standards and/or

specifications have not been established by the City, all work shall be made in accordance with established engineering practices.

C. Developer's Responsibility for Work.

The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. If prior to acceptance the City is required to take any measure to maintain, protect, or guard any completed Improvements that have not yet been accepted by the City, the costs of doing so shall be paid by the Developer.

D. Insurance Requirements.

1. General. The Developer shall obtain insurance acceptable to the City as required under this section. The Developer shall maintain all required insurance under this section until Improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the Improvement guarantee or otherwise.

2. Certificates of Insurance. Certificates of Insurance on all policies specified shall be filed with the City Clerk which shall include a fifteen (15) day prior written notice of material change or cancellation to the City and which clearly state that liability insurance is provided and, if applicable to work under this Agreement, explosion, collapse and underground coverage. Explosion, collapse and underground coverage may be provided by the Developer's contractor.

3. Insurance. The minimum limits of liability shall be as follows:

Worker's Compensation, etc.

(1) State: Statutory

(2) Applicable Federal
(e.g., Longshoreman's): Statutory

(3) Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Contractor's General Liability (which shall include completed operations and product liability coverages):

(1) General Aggregate:
(Except Products-Completed Operations): \$1,000,000

(2) Products-Completed
Operations Aggregate: \$1,000,000

(3) Personal and Advertising
Injury (Per Person/Organization): \$1,000,000

(4) Bodily Injury and Property
Damage (Each Occurrence): \$1,000,000

(5) Personal Medical Expense
(Per Person): \$5,000

(6) Personal Injury Liability coverage will include claims arising out of employment.

(7) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(8) Excess Liability

General Aggregate: \$2,000,000
Each Occurrence: \$2,000,000

Automobile Liability:

(1) Combined Single Limit:
(Bodily Injury and Property Damage)
Each Accident \$1,000,000

The Contractual Liability coverage shall provide coverage for not less than the following amounts:

(1) General Aggregate: \$1,000,000

(2) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin Commissioner of Insurance. The City reserves the right to disapprove any insurance company.

E. Indemnification.

The Developer hereby expressly agrees to indemnify, defend and hold the City and its officers, employees, and agents harmless from and against all claims, costs and liability of every kind and nature (including reasonable fees for attorneys, consultants, and

experts), for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the development site and elsewhere pursuant to this Agreement, except to the extent caused by the recklessness or willful misconduct of the City or its officers, employees, agents or contractors. The Developer further agrees to defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Developer, subject to the limitations above. The Developer is not an agent or employee of the City.

F. Indemnification for Environmental Contamination.

The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Subdivision or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all Improvements, except to the extent caused by the willful or negligent act or omission of the City or its officers, employees, agents or contractors. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property dedicated or conveyed to the City, whether in the soil, groundwater, air or other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property dedicated or conveyed to the City. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by the appropriate local, state, or federal agencies to comply with applicable laws.

G. Personal Liability of Public Officials.

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

ARTICLE VII – GENERAL PROVISIONS

A. Title.

The Developer and Midthun warrant that they are the owners of all property within the Subdivision; that no other person or party has an interest of record in the Subdivision, other than a mortgagee; that they has full right and authority to make the agreements, warranties, consents and waivers in this Agreement; and that upon recording the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the Plat, this Agreement or other instruments required by the Agreement. Prior to recording the Plat, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer and Midthun have title as warranted above. The Developer and Midthun further warrant and represent that if they acquire the Subdivision subject to a mortgage, they shall obtain the mortgagee's consent to the terms and conditions of this Agreement in a form acceptable to the City. The Developer and Midthun shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City's acquisition or ownership of interests in the real property dedicated or conveyed to the City hereunder, including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

B. Developer's Project Manager.

The Developer hereby designates Margaret A L. Blum as the Project Manager, who shall act as the Developer's representative during the construction of the Improvements. The Project Manager shall be available during construction hours on the job site or available by telephone at (847) 828-4272. During non-construction hours, the Project Manager shall be available to respond to emergencies at the following telephone number: (847) 828-4272.

C. Survey Monuments.

The Developer shall install all survey monuments for the lands within the Plat in the manner required by law within the time required by law. Any monuments disturbed during construction of Improvements shall be restored.

D. Written Notice.

Any written notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

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

North Neighborhood, LLC
C/O Forward Development Group
161 Horizon Drive
Suite 101A
Verona, WI 53593

Midthun
C/O Dennis Midthun
13845 W. Bullard Road
Evansville, WI 53536

The parties may change the address to which notices must be sent by giving notices as provided herein.

E. Covenants and Restrictions.

The Developer shall provide the Covenants, Conditions and Restrictions that relate to the Subdivision to the City Engineer promptly after their adoption.

F. Zoning.

The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.

G. Inspections.

The Developer grants the right of entry on the lands within the Plat to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement.

H. Access.

The City shall, to the extent it already owns or has access easements over offsite lands, permit reasonable access for Developer's construction of offsite Improvements required under this Agreement. The City shall not, however, be required to exercise, for the benefit of Developer, its power of eminent domain or exercise any other municipal authority to obtain access over any property which it does not currently own or over which it does not have access rights. Nor shall the City be required to expend any time or money to stake, for Developer's benefit, the location of any dedicated lands or easements over which it will furnish Developer access for construction of offsite Improvements.

I. Public Easements.

All easements dedicated to the City or the public on the Plat grant the City the right to construct, install, maintain, inspect, repair and replace the designated Improvements in,

on, over or under such easements. Lots within the Plat shall not be used in a manner which interferes with the City's easement rights. The City's only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil, and plant grass seed.

J. Default.

A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The Developer shall be entitled to written notice and thirty (30) days' opportunity to cure any breach under this Agreement, provided however, that if such breach is of a nature that it cannot be reasonably cured within such thirty (30) day period, the Developer shall have up to a maximum of ninety (90) days to cure such default as long as the Developer is actively pursuing said cure. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the letters of credit provided hereunder, and to specially assess costs against the property within the Plat, in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction, denying building permits and prohibiting the transfer or sale of lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

K. Attorney Fees.

If the Parties are required to resort to litigation or arbitration regarding this Agreement, the substantially prevailing party shall be entitled to an award of all costs, including reasonable attorney fees and expert witness fees.

L. Time.

For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included to the extent such conditions prevent the Developer from performing its obligations under the Agreement.

M. No Vested Rights Created.

Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. The City does not warrant by this Agreement that the Developer is entitled to any required approvals.

N. Successors Bound.

This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors and assigns, including the owners of all lots in the Subdivision.

O. Assignment.

The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written consent of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Developer's letter of credit if it accepts new security from any Developer or lender who obtains the property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement arising prior to the date of such assignment.

P. No Release.

Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer by the Subdivision Code, or any other applicable provisions in the City Code of Ordinances, state statutes, or administrative rules. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer or the acceptance of any Improvements.

Q. Amendment.

This Agreement may only be amended by a written amendment instrument approved and executed by the City and the Developer.

R. Severability.

If any part, term or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term or provision of this Agreement, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

S. Entire Agreement.

This written agreement, and written amendments, shall constitute the entire agreement between the Developer and the City.

T. Recording.

The City may record a copy of this Agreement with the Register of Deeds. All costs of recording shall be paid by the Developer. Upon acceptance by the City of the Improvements, the City shall provide the Developer with a certified copy of the acceptance which the Developer may use to record notice of such acceptance. Provided the Developer has complied with the terms of this Agreement, the City agrees to release this Agreement and the Annexation Agreement as to individual lots within Phase 1 when such lots are sold to third parties for the construction of homes.

U. Governing Law.

This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.

V. Interpretation.

This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

W. Counterparts.

This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement

X. Effective Date.

This Agreement is entered into as of the day and year first written above.

Y. Recitals and Pre-Annexation Agreement.

1. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.
2. Except as expressly amended by this Agreement, the Annexation Agreement shall be and remain in full force and effect.

[Signature pages to follow]

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

CITY OF VERONA

By _____
Luke Diaz, Mayor

By _____
Ellen Clark, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

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

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

NORTH NEIGHBORHOOD, LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN

COUNTY OF DANE

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

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

IN WITNESS WHEREOF, the undersigned execute of this Agreement, but do not assume any of the obligations of the Developer hereunder, rather the undersigned join in this Agreement's execution to acknowledge their acceptance of the terms and provisions of the Agreement which expressly apply to Midthun.

MIDTHUN PROPERTY HWY M LLC

By: _____
Name: Dennis C. Midthun, its sole member

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above named _____, to me known to be the sole member of Midthun Property Hwy M LLC who executed the foregoing instrument and acknowledged the same on behalf of said company.

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

MIDTHUN PROPERTY NORTH WEST, LLC

By: _____
Name: Dennis C. Midthun, its sole member

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2019, the above named _____, to me known to be the sole member of Midthun Property Hwy M LLC who executed the foregoing instrument and acknowledged the same on behalf of said company.

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

Attachments: Exhibit A – Legal Description and Parcel Identification Numbers of the Property
Exhibit B – Map of Phase 1 Lots and Outlots
Exhibit C – Summary of Phase 1 Public Improvements
Exhibit D – Map of Closed Watershed
Exhibit E – Form of Storm Water Management Agreement
Exhibit F – Example of Cluster Box Units

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

EXHIBIT A

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS OF PROPERTY

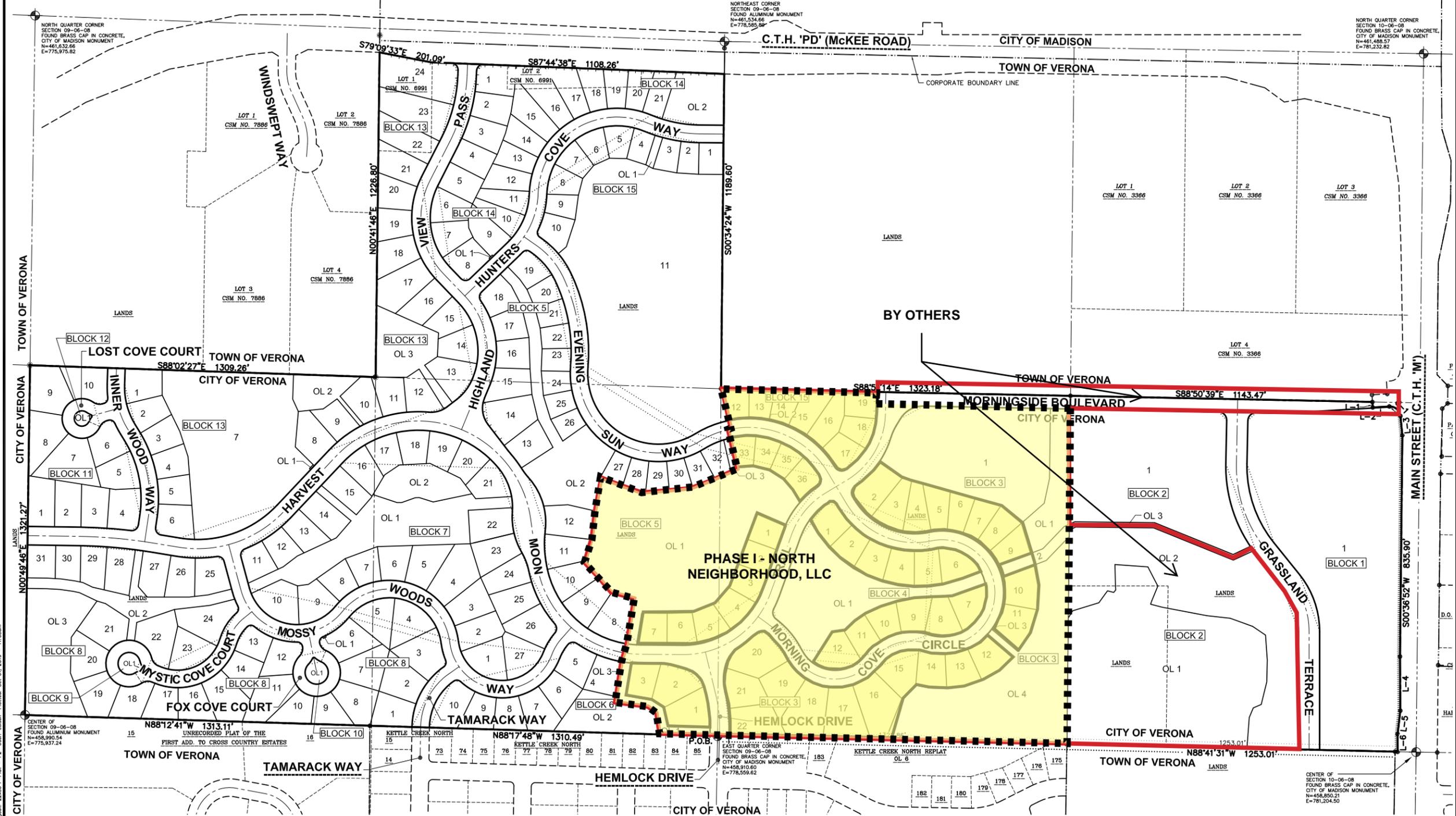
EXHIBIT B

MAP OF PHASE 1 LOTS AND OUTLOTS

Phase 1 Lots

WHISPERING COVES

PART OF LOT 1 AND LOT 2, CERTIFIED SURVEY MAP No. 6991, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 09, AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 06 NORTH, RANGE 08 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



— Phase 1
 ■ Phase 1 Lots



PROJECT LOCATION: SECTION 9 & 10 TOWNSHIP 06 NORTH RANGE 08 EAST CITY OF VERONA DANE COUNTY, WISCONSIN		 JSD Professional Services, Inc. Engineers • Surveyors • Planners MADISON WEAUWATERS KENOSHA APPLETON WAUSAU	WHISPERING COVES
PROJECT NO: 17-7777	DRAWN BY: CJD		INITIAL SUBMITTAL DATE: SEPTEMBER 05, 2019
FIELDBOOK/PG: -	CHECKED BY: TJB	REVISION RESUBMITTAL DATE: OCTOBER 01, 2019	
SURVEYED BY: -	APPROVED BY: TJB	REVISION RESUBMITTAL DATE: -	

EXHIBIT C

SUMMARY OF PHASE 1 PUBLIC IMPROVEMENTS

EXHIBIT D

MAP OF CLOSED WATERSHED

EXHIBIT E

FORM OF STORM WATER MANAGEMENT AGREEMENT

EXHIBIT F

EXAMPLES OF CLUSTER BOX UNITS





5400 King James Way, Suite 200
Madison, WI 53719-1703
608.663.1218
Toll Free: 800.810.4012
Fax: 608.663.1226
www.klengineering.com

February 28, 2020

Theran Jacobson, P.E.
Director of Public Works – City of Verona
410 Investment Court
Verona, WI 53593

**RE: KL Engineering Proposal for Construction Oversight Services
City of Verona Construction Inspection and Project Oversight
Whispering Coves, Phase I**

Dear Theran,

KL Engineering, Inc. is pleased to provide you with this proposal for construction oversight services to perform roadway and utility construction observation and project oversight associated with phase I of the Whispering Coves development. The following attachments are included with this letter, and should be considered part of our proposal for engineering services:

- Attachment A – Project Understanding and Scope of Services
- Attachment B – Schedule of Hours and Costs
- Attachment C – Standard Billing Rate Schedule
- Attachment D – General Terms and Conditions

The total cost for the services under this contract will be billed on an hourly basis utilizing the enclosed standard billing rate schedule with a maximum cost of **\$347,244.00**. The estimated hours and maximum cost are based on the scope of services and schedule of hours and costs as detailed in Attachments A and B, respectively.

Conditions Assumed Under This Proposal

- Aaron McFarlin from KL Engineering will serve as the Lead Construction Inspector with assistance from additional KL staff as necessary to match the contractor’s work operations.
- All construction observation will be completed by January 1st, 2021.

Basis of Payment and General Conditions

This work shall be completed in accordance with the attached General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. KL Engineering will submit monthly invoices for work completed under this proposal. City of Verona will reimburse KL Engineering within 30 days from the date of the invoice.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed by signing the appropriate section of this proposal and returning it to us.

Sincerely,

Aaron Steger, P.E.
Vice President Engineering Services

Approved by: _____

Title: _____

Date: _____

Attachment A – Project Understanding and Scope of Services

KL Engineering Proposal for Construction Oversight Services City of Verona Construction Inspection and Project Oversight Whispering Coves, Phase I February 17, 2020

Project Understanding

The purpose of this proposal is to provide the City of Verona roadway and utility construction inspection and project oversight associated with phase I of the Whispering Coves Development.

Forward Development Group, LLC (FDG) is constructing a new residential development on the far north side in the City of Verona. The General Development Plan area encompasses approximately 170 acres and is envisioned to include up to 259 residential units comprised of traditional single-family lots and condominium-style units, just over 45 acres of open space, including a wetland natural conservancy, parklands and trails, and stormwater management facilities. Lands have also been allocated for a roughly 12-acre potential future school site within Whispering Coves. The development is currently scheduled to be built in 4 phases. Phase 1 encompasses approximately 59 single family lots and 21 condominium lots. JSD Professional Services, Inc. is preparing the plans on behalf of FDG for the improvements.

KL Engineering, Inc. shall serve as the lead inspector for the construction of Phase 1 which will consist of but is not limited to:

- Mass Grading (64 Acres)
- Stormwater management facilities (16 acres)
 - (9) stormwater ponds
 - Pump station and forcemain
- Construction of new roads (including sanitary sewer, watermain, storm sewer, and typical roadway section).
 - Morningside Boulevard (+/-2000')
 - Harvest Moon Trail (+/-1700')
 - Morning Cove Circle (+/-2000')
 - Evening Sun Way (+/-500')
 - Hemlock Drive (+/-300')

Anticipated Scope of Services

The anticipated services to be provided by KL Engineering, Inc. include the following:

- Coordinate with the Municipality and the Construction Contractor(s).
- Review and have a thorough understanding of contract plans, specifications, and contract special provisions.
- Attend all job-related meetings and provide construction updates.
- Conduct full-time inspection of all phases of construction.
 - Maintain a presence on the projects during times when contractor, subcontractor and City distribution construction activities are underway. The selected consultant will, with one primary construction inspector consultant team members, the construction inspector, oversee the construction project and will prioritize oversight work between the active areas.
- Ensure all contractor work is in compliance to the project specifications and plans, City specifications, applicable WisDOT specifications, and industry standards.
- Review materials for compliance to project specifications and plans and notify City's geotechnical consultant when testing services are needed. Shop drawings will be reviewed by others.
- Receive certificates, computations and reference materials submitted by the Contractor, and maintain files on the project site of all items submitted by the contractor.
- Review and submit to the City any suggestions or requests made by the contractor to change or modify any requirements of the plans, specifications, or Contract Documents.
- Perform erosion control inspections; prepare and maintain reports weekly or after rain events in accordance with the WisDOT/WisDNR agreement.
- Perform routine traffic control and detour inspections.
- Work in conjunction with the Contractor and City to resolve utility conflicts.
- Maintain a daily log of activities, labor, equipment, etc.
- Maintain a photo diary of all phases of construction.
- Generate substantial and final completion documents (punch list).
- Conduct final inspection and certify acceptance.
- Perform survey field verification of the contractor's work for as-built drawings.
- Generate as-built drawings consisting of a pdf markup of the construction plans showing any changes.
- Quantities for pay applications will be completed by FDG construction management team.
- Consultant will be responsible for measuring quantities only related to as-built record drawing requirements

Detail of Staff Hours - KL Engineering, Inc.

**Project ID: Whispering Coves, Phase I
Observation and Project Oversight
City of Verona**

	Project Engineer II	Engineering Technician II	Engineer I
2020	\$115	\$80	\$85
April	80	176	
May	80	168	
June	80	198	198
July	207	207	207
August	189	189	189
September	198	198	
October	198	198	
November	160	160	
December	120	120	
	1312	1614	594

Summary of Staff Hours and Direct Labor Costs - KL Engineering, Inc.

**Project ID: Whispering Coves, Phase I
 Observation and Project Oversight
 City of Verona**

Classification	Project Engineer II		Engineering Technician II		Engineer I			
Hourly Rate	\$115.00		\$80.00		\$85.00		Total Direct Labor	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
TOTALS	1,312	\$ 150,880.00	1,614	\$ 129,120.00	594	\$ 50,490.00	3,520	\$ 330,490.00

Direct Costs by Item - KL Engineering, Inc.

Project ID: Whispering Coves, Phase I

Observation and Project Oversight

City of Verona

Item	Unit Amount	Unit Type	Rate	Total Costs
Miles	1,300	Each	\$0.580	\$754.00
GPS unit	40	Week	\$400.00	\$16,000.00
TOTAL				\$16,754.00

Consultant Contract Total Fee Computation - KL Engineering, Inc.

**Project ID: Whispering Coves, Phase I
Observation and Project Oversight
City of Verona**

Project ID:	Whispering Coves, Phase I			Total for Contract
Number of Staff Hours	3520			3520
Engineering Services	\$330,490.00			\$330,490.00
Direct Costs	\$16,754.00			\$16,754.00
TOTAL COST	\$347,244.00			\$347,244.00



**STANDARD BILLING RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Standard Billing Rates

Administration	\$70.00
Limited Term Employee	\$50.00
Engineering Technician I	\$70.00
Engineering Technician II	\$80.00
Senior Engineering Technician I	\$90.00
Senior Engineering Technician II	\$100.00
Senior Engineering Technician III	\$110.00
Surveyor	\$75.00
Professional Land Surveyor	\$115.00
Environmental Specialist	\$110.00
Electrical Designer/Inspector	\$115.00
Transportation Planner	\$110.00
GIS Specialist	\$110.00
Professional Landscape Architect	\$135.00
Engineer I	\$85.00
Engineer II	\$95.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Senior Project Engineer	\$135.00
Project Manager	\$140.00
Senior Project Manager	\$145.00
Principal	\$155.00

Expenses

Out-of-pocket direct job expenses (reproductions, sub-consultants, equipment rental, etc)	at cost
GPS Rover	\$400/week

Travel Expenses

Company or Personal Car Mileage	IRS rate
Lodging and Subsistence	at cost

Billing and Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

This schedule of billing rates is effective January 1, 2020 and will remain in effect until December 31, 2020 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

KL ENGINEERING, INC.
General Terms and Conditions of the Engineering Services
for the City of Verona

1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.
2. KL Engineering, Inc. will bill the Client monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
4. (DELETED)
5. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client. The liability of KL Engineering, Inc., to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.
6. Client and KL Engineering, Inc., to the extent permitted by applicable law, shall each indemnify the other with respect to any demand, claim, liability, cost, expenses, fine or penalties to the extent caused by such party's negligent act, error or omission in any way related to the Project or this Agreement. In the event of any claim, allegation or demand by any third party involving the negligent performance of the scope of services or responsibilities of either Party, such Party shall promptly assume responsibility for the investigation, defense and response to such issues.
7. In the event of a dispute between KL Engineering, Inc. and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
8. Termination of this agreement by the Client or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2.
9. Reuse of any documents and/or engineering services pertaining to this project by the Client or extensions of this project or on any other project shall be at the Client's sole risk. The Client agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Client or by others acting through the Client.
10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. KL Engineering, Inc., intends to serve as the Client's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Client are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Client agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in any way to project or construction costs.
12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.

**PRE-ANNEXATION REVIEW AGREEMENT
BETWEEN THE CITY OF VERONA
AND WEST MADISON BIBLE CHURCH**

This Agreement is made and entered into this ___ day of _____, 2020, by and between the City of Verona, a Wisconsin municipal corporation (the “City”), and West Madison Bible Church, a _____ (the “Applicant”).

RECITALS

- A. The Common Council of the City of Verona requires that (i) proposals for annexation be reviewed and commented upon by City technical staff and, when appropriate, outside consultants; and (ii) the Applicant agrees to reimburse the City for costs incurred related to such review.
- B. The Applicant has not submitted plans or documents to the City related to the proposed development of the property. The Applicant is requesting annexation prior to submitting plans and documents as the Applicant intends to sell a portion or all of the property for development purposes. The term “Development” for the purposes of this Agreement shall include any land planning activities including, but not limited to, concept plans, bubble plans, and development related ideas that may be presented to the City, and any agreements drafted and negotiated between the City and the Applicant. As part of the Development, the Applicant anticipates submitting an annexation petition to the City.
- C. The Applicant agrees and acknowledges that decisions regarding the anticipated annexation petition and any approvals associated with the Development are legislative determinations to be made in the Common Council’s discretion and that the Applicant’s compliance with the City’s pre-annexation review requirements does not, in any way, entitle the Applicant to approval of the annexation or the Development.
- D. The process of reviewing the anticipated annexation petition and all plans and documents associated with the Development will cause the City to incur significant direct and indirect expenses including, but not limited to, staff time and fees and expenses incurred by the City for outside consultant services related to the review (*e.g.*, engineers, attorneys, accountants, planners, and other professionals).

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements hereinafter set forth, the parties, on behalf of themselves, their heirs, successors and assigns, agree as follows in connection with the City's review of the Applicant's anticipated annexation petition and all plans and documents associated with the Development:

1. Recitals.

The representations and recitations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Applicant to Reimburse City Review Costs.

a. The Applicant shall reimburse the City for all direct and indirect costs and expenses related to the City's review of the Applicant's anticipated annexation petition and the City's review of all plans and documents associated with the Development (hereinafter, the "Review Costs"). The Review Costs shall include:

- (1) Fees and expenses incurred by the City for outside consultant services (*e.g.*, engineers, attorneys, accountants, planners, and other professionals) (collectively referred to as "Outside Consultants").
- (2) Fees and expenses incurred by City staff in the Public Works Department.
- (3) Fees and expenses incurred by City staff in departments other than the Public Works Department for meetings with the Applicant.

The Applicant acknowledges that the Review Costs include direct and indirect costs and expenses related to the City's review of the Development and the Applicant's anticipated annexation petition that were incurred before execution of this Agreement, but limited to the Applicant's pro rata share of such costs when attributable to more than one development area.

b. City staff time shall be charged at current rates.

c. Services of Outside Consultants shall be charged to the Applicant at the actual rates charged by the consultants with no surcharge, in accordance with state statutes prohibiting such surcharges.

3. Deposit Required to Fund Reimbursement Account.

- a. To ensure that funds are readily available to the City for reimbursement of the Review Costs as provided in paragraph 2 above, the Applicant shall deposit \$20,000 with the City Clerk to be used to pay the Review Costs. The deposit may be provided in the form of cash, a certified check, cashier's check, personal check, or some other form as approved by the City.
- b. The required deposit must be made by the Applicant upon execution of this Agreement.
- c. The City shall place and maintain the deposit in a segregated, non-interest bearing account to be used solely for the purpose of reimbursing the Review Costs in accordance with paragraph 4 below (the "Reimbursement Account").
- d. The City reserves the right to require the Applicant to deposit additional amounts to bring the balance of the Reimbursement Account (defined below) to \$20,000 if the Reimbursement Account has been depleted to \$10,000 or less.

4. City Withdrawals from the Reimbursement Account.

- a. After complying with the notification requirements of paragraph 4.b. below, the City is entitled to make withdrawals from the Reimbursement Account to pay Review Costs in accordance with paragraph 2 above.
- b. Not less than 10 days prior to making any withdrawal from the Reimbursement Account, the City shall provide the Applicant with an itemized invoice for Review Costs incurred, together with a written notice of the City's intent to withdraw such funds from the Reimbursement Account.
- c. Withdrawals from the Reimbursement Account may be made as often as necessary to reimburse the Review Costs. In the event that the balance of Applicant's Reimbursement Account reaches \$10,000 or less, the City shall have the discretion either to continue withdrawing funds from the Reimbursement Account; to invoice the Applicant directly for payment; or to require the Applicant to deposit additional amounts pursuant to paragraph 3.d. above. Payments for directly invoiced bills shall be due 30 days from the date the invoice is mailed to the Applicant. The Applicant is responsible for payment of all Review Costs regardless of whether the

amount exceeds the \$20,000 initially deposited in the Reimbursement Account.

- d. Any amounts remaining in the Reimbursement Account after the City has taken final action on the proposed annexation and the Development and all Review Costs have been paid shall be promptly refunded to the Applicant.

5. Violation of Agreement by Applicant.

The Applicant agrees and acknowledges that the City will not process the annexation petition or its review of plans and documents associated with the Development and that the City may suspend or otherwise stop activities associated with the annexation petition or the Development if the Applicant fails to comply with this Agreement, including, but not limited to, a failure to make a timely payment to the City. Examples of suspending or otherwise stopping activities associated with the annexation petition or the Development include, but are not limited to, not meeting with the Applicant and not discussing with the Applicant the annexation petition or the Development.

6. Authority/Binding Effect.

The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the City and the Applicant, and that all necessary and enabling resolutions have been enacted. This Agreement shall bind the heirs, successors and assigns of the Applicant and the City. The Applicant may assign this Agreement with the approval of the City, which approval shall not be unreasonably withheld.

7. No Entitlement to Approval.

Nothing in this Agreement binds the City to approve the Applicant's annexation proposal or any approvals associated with the Development. The Applicant acknowledges that decisions regarding annexation and approvals associated with the Development are legislative determinations to be made in the City's discretion and that the Applicant's compliance with the City's pre-annexation review requirements does not create any claim of entitlement to approval of the annexation request or the Development.

8. Denial of Annexation Petition.

In the event the City denies the annexation petition, this Agreement shall terminate, except for the obligation of the Applicant to reimburse the City for Review Costs incurred prior thereto.

9. Notification of Parties.

Any notices to be provided under this Agreement may be made by delivery in person or by First Class mail as provided below:

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

To Applicant: _____

10. Severability.

If any provision of this Agreement is deemed invalid, then the invalidity of said provision shall not affect the validity of any other provision hereof.

11. Amendment, Withdrawal, or Release.

This Agreement may be withdrawn, amended or released only by a written document duly executed by both parties.

12. Effective Date.

This Agreement shall be effective commencing on the date indicated in the first paragraph above.

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

CITY OF VERONA, WISCONSIN

By _____
Luke Diaz, Mayor

By _____
Ellen Clark, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

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

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

WEST MADISON BIBLE CHURCH

By _____
_____, Member

By _____
_____, Member

STATE OF WISCONSIN

COUNTY OF DANE

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

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

ORDINANCE NO. 20-962

AN ORDINANCE CORRECTING ORDINANCE NO. 20-956

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

1. Section 4 of Ordinance No. 20-956, adopted by the Common Council on February 10, 2020 is hereby replaced with the following Section 4:

Section 4. Voting Districts.

The territory annexed shall be within the following voting districts:

- (a) Aldermanic District No. 1
- (b) Ward No. 2
- (c) Dane County Supervisory District No. 32

The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on March 9, 2020.

CITY OF VERONA

Luke Diaz, Mayor

(seal)

ATTEST:

Ellen Clark, City Clerk

ENACTED: 3/9/2020

PUBLISHED: 3/12/2020



District 2 Vacant Common Council Seat Application

The City of Verona is seeking candidates to fill the Aldermanic District 2 Common Council seat vacated by Sarah Gaskell effective March 1, 2020. The Verona Common Council will appoint an individual to fill the remainder of the current term, which runs through April 20, 2021. The vacant seat is open to residents of Aldermanic District 2, as shown on the attached map. Persons interested in being considered for the appointment should submit a brief resume, along with answers to the nine questions attached to this notice. Applications should be addressed to City Clerk Ellen Clark and submitted by email to <mailto:ellen.clark@ci.verona.wi.us> or in person at City Hall, 111 Lincoln Street, Verona, WI 53593. Applications must be received no later than noon on Wednesday, March 25, 2020.

Items to be included with application:

- 1. Brief Resume**
- 2. Answers to the nine questions**

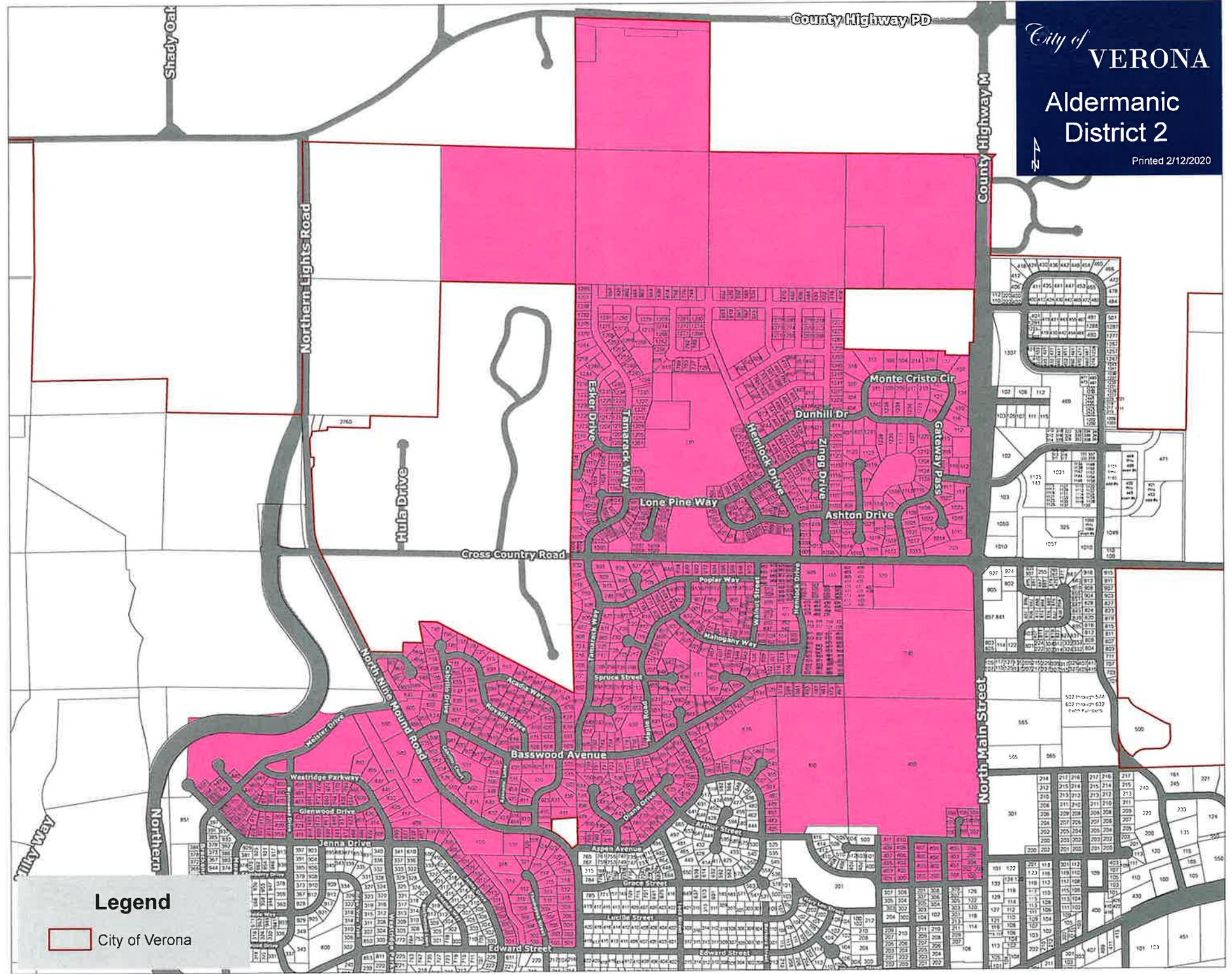
Upon receipt, applications will be checked for completeness and verified as being received from a resident of Aldermanic District 2. Candidates will be notified by email upon verification of their applications. Verified applications will be provided to the Common Council for review.

At the March 30, 2020 Common Council meeting, to be held at 7:00 p.m. in the Council Chambers at City Hall, each candidate that submitted a verified application will have the opportunity to address the Common Council for three minutes.

At the April 13, 2020 Common Council meeting, to be held at 7:00 p.m. in the Council Chambers at City Hall, the Common Council will initiate a nomination process to appoint an individual to the vacant District 2 Alderperson seat.

Questions Required for the Common Council Vacant District 2 Seat Application

1. Why are you interested in serving on the Verona Common Council?
2. What qualifications do you have that you feel would make you an effective Council Member?
3. What services have you performed for the community in the recent past?
4. Please describe your experiences with group decision making and how those experienced could be utilized during your service on the Common Council.
5. What, in your opinion, are three of the most important issues facing the City of Verona?
6. Looking ahead the next five to ten years, what do you think the City of Verona needs to do to maintain the quality of life and economic health of the community?
7. Do you anticipate any conflicts of interest that could arise if you are appointed to the Common Council, and if so, how would you intend to handle them?
8. What is your availability for Common Council and committee meetings which are typically held on weekday evenings?
9. If appointed to the Common Council, would it be your intention to run for election in April 2021?



Sec. 2-4-6 - City Plan Commission.

- (a) **Composition.** The Plan Commission shall consist of the Mayor, who shall be the presiding officer, the Chairperson of the Park Board, one (1) Alderperson and four (4) citizens. The four (4) citizen members shall be persons of recognized experience and qualifications. The City's Zoning Administrator shall serve as staff to the Commission.
- (b) **Appointment.**
 - (1) ***Election/Appointment of Alderman Members.*** At its annual meeting in April of each year the Common Council shall, by a two-thirds (2/3) majority vote of its members, elect one (1) of its number as a member of the City Plan Commission for a period of one (1) year from and after the first day of May next ensuing.
 - (2) ***Appointment and Terms of Citizen Members.*** The four (4) citizen members shall be appointed by the Mayor on the third Tuesday of April in each year to hold office for a term of three (3) years commencing on May 1 of that year.
- (c) **Record.** The Plan Commission shall keep a written record of its proceedings to include all actions taken, a copy of which shall be filed with the City Clerk. Four (4) members shall constitute a quorum; all actions shall require the affirmative approval of a majority of all members of the Commission.
- (d) **Duties.**
 - (1) ***The Master Plan.***
 - a. The Plan Commission may make, adopt and, as necessary, amend, extend or add to the master plan, subject to Common Council confirmation, for the physical development of the City including areas outside of its boundaries which, in the Plan Commission's judgment, bear relation to the development of the City. The master plan, with the accompanying maps, plats and descriptive and explanatory matter, shall show the Commission's recommendations for such physical development, and may include, among other things without limitation because of enumeration, the general location, character and extent of streets, highways, freeways, street grades, roadways, walks, parking areas, public places and areas, parks, parkways, playgrounds, sites for public buildings and structures, and the general location and extent of sewers, water conduits and other public utilities whether privately or publicly owned, the acceptance, widening, narrowing, extension, relocation, removal, vacation, abandonment or change of use of any of the foregoing public ways, grounds, places, spaces, buildings, properties, utilities, routes or terminals, the general location, character and extent of community centers and neighborhood units, and a comprehensive zoning plan.
 - b. The Commission may adopt the master plan as a whole by a single resolution, or, as the work of making the whole master plan progresses, may from time to time by resolution adopt a part or parts thereof, any such part to correspond generally with one or more of the functional subdivisions of the subject matter of the plan. The adoption of the plan or any part, amendment or addition, shall be by resolution carried by the affirmative votes of not less than a majority of all the members of the Plan Commission, subject to confirmation by the Common Council. The resolution shall refer expressly to the maps, descriptive matter, and other matters intended by the Commission to form the whole or any part of the plan, and the action taken shall be recorded on the adopted plan or part thereof by the identifying signature of the secretary of the Commission, and a copy of the plan or part thereof shall be certified to the Common Council. The purpose and effect of the adoption and certifying of the master plan or part thereof shall be solely to aid the Plan Commission and the Common Council in the performance of their duties.
 - (2) ***Mandatory Referrals to Commission.*** The Common Council or officer of the City having final authority thereon shall refer to the Plan Commission, for its consideration and report before final action is taken by the Council, public body or officer, the following matters: the location of any statue or other memorial; the location, acceptance, extension, alteration, vacation,

abandonment, change of use, sale, acquisition of land for or lease of land for any street, alley or other public ways, park, playground, airport, area for parking vehicles, or other memorial or public grounds; the location, extension, abandonment or authorization for any public utility whether publicly or privately owned; all plats of lands in the City or within the territory-over which the City is given platting jurisdiction by Chapter 236, Wis. Stats.; the location, character and extent or acquisition, leasing or sale of lands for public or semi-public housing, slum clearance, relief of congestion, or vacation camps for children; and the amendment or repeal of any land use ordinance. Unless such report from the Commission is made within thirty (30) days, or such longer period as may be stipulated by the Common Council, the Council or other public body or officer may take final action without it.

- (3) **Miscellaneous Powers.** The Commission may make reports and recommendations relating to the plan and development of the City to public officials and agencies, public utility companies, civic, educational, professional and other organizations and citizens. It may recommend to the Common Council programs for public improvements. All public officials shall, upon request, furnish to the Commission, within a reasonable time, such available information as it may require for its work. The Commission, its members and employees, in the performance of its functions, may enter upon any land, make examinations and surveys, and place and maintain necessary monuments and markers thereon. In general, the Commission shall have such powers as may be necessary to enable it to perform its functions and promote municipal planning in cooperation with the Common Council.
- (e) **Vacancies.** Vacancies shall be filled by appointment for the remainder of the unexpired term in the same manner as appointment for the full term.
- (f) **Compensation.** Compensation may be paid for service on the Commission. Citizen members shall take the official oath as required by Sec. 19.01, Wis. Stats., said oath to be filed with the City Clerk.