



City of Verona

111 Lincoln Street
Verona, WI 53593-1520
COMMON COUNCIL

Monday – July 27, 2020 – 7:00 P.M.

www.ci.verona.wi.us

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

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

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

<https://zoom.us/j/97485854131>

Webinar ID: 974 8585 4131

Join the meeting via phone by dialing:

312-626-6799

Webinar ID: 974 8585 4131

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

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

PUBLIC SPEAKING INSTRUCTIONS

- **WRITTEN COMMENTS:** You can send comments to the City Council on any matter, either on or not on the agenda, by emailing adam.sayre@ci.verona.wi.us or in writing to Common Council, 111 Lincoln Street., Verona, WI, 53593.
- For public comments, including comments during the public hearing, register and speak: Those wishing to speak during the virtual meeting **MUST** register by 7:00 PM in advance of the meeting

start time by emailing adam.sayre@ci.verona.wi.us or calling 608-848-9941. You will be given information on how your speaking opportunity will be coordinated.

1. Call to order
2. Roll Call
3. Public Comments
4. Approval of Minutes from the July 13, 2020 Common Council meeting.
5. Mayor's Business
6. Announcements
7. Administrator's Report
8. Engineer's Report
9. Committee Reports
 - A. Finance Committee**
 - (1) Discussion and Possible Action Re: Payment of bills
 - (2) Discussion and Possible Action Re: Resolution No. R-20-029 awarding the sale of \$5,680,000 General Obligation Corporate Purpose Bonds, Series 2020A
 - (3) Discussion and Possible Action Re: Bar and Restaurant COVID-19 Support Program applications
 - (4) Discussion and Possible Action Re: Bar and Restaurant COVID-19 Support Program
 - B. Public Safety and Welfare Committee**
 - (1) Discussion and Possible Action Re: A temporary premises description amendment for LBO, Inc., d/b/a 5th Quarter, 161 Horizon Drive, #110, Verona, WI 53593
 - C. Public Works/Sewer and Water Committee**
 - (1) Discussion and Possible Action Re: Easement for Parcel 1 located along Bruce Street for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement
 - (2) Discussion and Possible Action Re: Easement for Parcel 4 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement
 - (3) Discussion and Possible Action Re: Easement for Parcel 5 located at 714 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement
 - (4) Discussion and Possible Action Re: Easement for Parcel 6 located at 716 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement
 - (5) Discussion and Possible Action Re: Easement for Parcel 7 located at 718 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement
 - (6) Discussion and Possible Action Re: Easement for Parcel 8 located at 720 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement
 - (7) Discussion and Possible Action Re: Easement for Parcel 9 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer Interceptor Replacement
 - D. Personnel Committee**
 - (1) Discussion and Possible Action Re: Resolution No. R-20-030 to Decrease the Effects of Institutionalized Racism
10. 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
July 13, 2020
Verona City Hall

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

1. Mayor Diaz called the meeting to order at 7:01p.m.
2. Roll call: Alderpersons Kate Cronin, Charlotte Jerney, Chad Kemp, Katie Kohl, Christine Posey, Heather Reekie and Charlie Ryan were present. Alderperson Evan Touchett is expected to arrive later. Also present: City Administrator Adam Sayre; City Engineer Carla Fischer; and City Clerk Ellen Clark.
3. Public Comment: None
4. Approval of the minutes from the June 22, 2020 Common Council meeting. Motion by Kemp, seconded by Cronin, to approve the minutes of the June 22, 2020 Common Council meeting. Motion carried 7-0.

7:02 p.m. – Evan Touchett now in attendance.
5. Mayor’s Business: Mayor Diaz commented that he wants people to feel free to reach out to their elected officials when they have concerns, ideas, or other feedback regarding City business.
6. Announcements: None
7. Administrator’s Report:
 - A Personnel Committee meeting to discuss the Resolution honoring the life of George Floyd with our actions, as well as City training and hiring opportunities, policies and goals will be held at 7 a.m. on Tuesday, July 14th.
 - An informational meeting regarding the proposed St. Ambrose Academy project will be held virtually at 6:30 p.m. on Monday, July 20th.
 - As Dane County moves into Phase 2 of the Forward Dane Plan, Staff has made the following adjustments to facilities and operations:
 - Library – The Library building will be closed from 10 a.m. – 12 p.m. each day to allow Staff to clean and restock books. Curbside pick-up will continue during the 2-hour building closure.
 - City Hall and Public Works – Both buildings remain closed to the public for the foreseeable future.

Senior Center – The Senior Center is offering foot care services on an appointment basis only. Additional program offerings may be expanded in the near future.

Splash Pad/Fireman’s Beach – Capacity at the beach has been limited to 125 people. An online registration system has been implemented for pre-determined 2-hour and 10-minute time slots.

Park Program – The park program was temporarily suspended due to a positive COVID-19 test for one of the participants. The goal is to restart the program on July 20th.

Diaz asked if there is anything we can do in the future to prevent the spread of the virus.

Sayre replied the playground program participants are color-coded, so the same kids play together every day. In addition, they are playing non-contact games and other activities that facilitate physical distancing. Hand sanitizer is also available for participants. In the case of inclement weather, programs are cancelled proactively to prevent the likelihood of participants gathering under the shelters for protection from the weather. The entire program was shut down when a participant tested positive for COVID-19. Recreation Director Casey Dudley has done the best that he could to prevent virus spread.

Cronin asked if the City is doing a traffic analysis for the St. Ambrose Academy project proposal, and when it will be completed.

Sayre replied a traffic analysis was done, but the data has not been finalized. This is scheduled to be placed on the August 3rd Plan Commission agenda. The traffic impact analysis (TIA) will likely be done after the initial Plan Commission review.

8. Engineer’s Report:

- Well 6 Pumping Station Construction: Testing and pumping of the well and electrical controls began June 29th. MG&E has been delayed on the natural gas installation, which has also delayed the progress of HVAC testing. Asphalt paving, finish carpentry and well start-up is anticipated for mid-to-late July.
- Verona Area High School Construction Traffic Improvements: Most work items are complete. Finishing, punch list and some re-work items will continue throughout the project areas. The West Verona Avenue Signals at West End Circle and Nine Mound Road are planned to be operational on July 10th. Traffic will continue on the inside lane of West Verona Avenue until punch list items are complete. Other project roads will be opening in the coming weeks.
- CTH PD Construction – Woods Road to CTH M: Traffic is currently split to their appropriate sides and median lane closures are in place. After site electric, concrete pours, bike path, landscaping, asphalt milling, surface paving and permanent paint and signs are complete, traffic will be switched to utilize the median lanes so work can be completed in the outside lanes.
- Liberty Park Phase 4 Construction: Curb and sidewalk has been poured. Paving is projected to be complete by the end of July.

9. Committee Reports:

A. Finance Committee

- (1) Discussion and Possible Action Re: Payment of bills. Motion by Kemp, seconded by Cronin, to pay the bills in the amount of \$1,487,011.31. Motion carried 8-0.

B. Plan Commission

- (1) Discussion and Possible Action Re: Resolution No. R-20-028 approving a Precise Implementation Plan amendment to allow three live-work units located at 142 Paoli Street. Motion by Kohl, seconded by Posey to approve Resolution No. R-20-028 approving a Precise Implementation Plan amendment to allow three (3) live-work units located at 142 Paoli Street, with the following conditions:

1. The businesses located within the live-work units shall operate between the hours of 6:00 a.m. and 10:00 p.m. for external customers.
2. The businesses located within the live-work units shall conform to the allowable uses of the Neighborhood Commercial (NC) zoning district.

The proposed Precise Implementation Plan amendment would change approximately 3,005 square feet of commercial space at 142 Paoli Street to three live-work units.

Posey and Kohl commented that this is a great use for this property.

Diaz agreed, and stated that small-scale, rentable home office spaces will be of lesser impact on the neighborhood than full-scale commercial.

Motion carried 8-0.

- (2) Discussion Re: A concept plan review of a Planned Unit Development (PUD) for a proposed four (4) story, 79-unit apartment building with 9,319 square feet of commercial space located at 410 and 420 West Verona Avenue. The proposed building would include affordable and market rate units with one, two and three bedrooms. The Council is encouraged to provide feedback and recommendations to the Applicant.

Diaz stated there is concern by a constituent regarding possible overflow parking spilling over into the residential neighborhoods surrounding the project.

Sayre replied parking includes 12 stalls on the northwest side of the property behind the commercial building, 15 stalls between the commercial and mixed-use buildings, and 26 others behind the mixed-use building. In addition, there are 80 underground spaces planned, bringing the total number of spaces to 133. A hard analysis of the parking situation has not yet been done. The project has several three-bedroom units, as well, which tends to create higher parking demand than smaller apartments.

Diaz asked the Applicant how this project will be different than the Velocity project, for example, where the commercial component remained empty for two years.

Sean O'Brien, representing Northpointe Development, stated the Old National

Bank has committed to stay on the site, with an initial 20-year lease. Through the tax credit program, investors and lenders will only give the developer credit for the tenant that is in place. Having that lease signed will allow them to apply that income toward the pro forma of the project. The other retail tenant will discount to zero, which will allow them to rent the retail space at a more affordable level. Regarding parking, he believes there will be enough parking available for the project. The bank will be a day user, and residential tenants will be able to park there at night. He would like to see a few more spots available, as he believes they have a good chance to fill the commercial space.

Cronin stated she has been contacted from constituents regarding the parking, as well. Overflow parking will not be welcomed in the neighborhood. Thirty-nine of the units will be two or three bedrooms. She asked if the tenants in the two and three-bedroom units could be assigned additional parking, and if so, if it would increase their rent.

O'Brien replied there will be a 1:1 ratio of underground parking stalls to apartment units, with approximately 53 surface parking spaces available, as well.

Posey asked why the commercial frontage is placed on Rita, versus on West Verona Avenue.

O'Brien answered one reason is the Wisconsin Housing and Economic Development Authority (WHEDA) requires that at least 16% of the units in the project be three-bedroom units with private entrances located on the first floor. The main driver for this configuration is to provide access to the two drive-through lanes at the bank. This layout also prevents cars from exiting the drive-through and driving through the tenant parking lot in order to exit the property.

Posey stated she is concerned that constructing so many four-story apartment buildings along West Verona Avenue will create a corridor-like feeling when driving down the street. She would like to hear the Applicant's thoughts about designs and setbacks that might alleviate that feeling.

O'Brien replied there are setbacks within the project to make the four-story building look a little bit smaller, but the developer is also open to feedback from the Council.

Posey stated there is a need for the type of housing being proposed, but she would like to see what they can do to massage these taller buildings into the neighborhood.

O'Brien replied they are trying to create balance by putting the building closer to the street, versus closer to the homes behind the property.

Kohl asked O'Brien about the potential for a restaurant within this proposal.

O'Brien replied they have heard that people would like to see the current liquor license from the Klassik Tavern be used in this space. There is room for a

restaurant, but more parking stalls would be required for that. They would like to keep a food option on the site.

Diaz asked O'Brien to forward examples of other sites in the area that are similar to this project for distribution to the Council.

Kemp stated he likes the general concept of the proposal, however he agrees with Alder Posey in that he is a bit concerned about creating a corridor on West Verona Avenue. That corridor will have some good commercial space all the way up to the new high school. He would like to see it be walkable and bike-able. He would also like to keep a restaurant in this space; preferably something local, like the Klassik Tavern, as opposed to a national chain. He is looking forward to seeing how this develops.

Jerney expressed the same concern over a corridor of apartment buildings, and does not want to burden the neighborhood with parking issues.

Cronin asked about the parking requirements for a restaurant.

Sayre replied the use and number of seats determines the amount of parking required. Different parking requirements are assigned to specific uses.

Cronin asked how, in the age of COVID-19, an establishment would amend their premises description to expand seating into the parking lot if residential tenants need that space for parking.

Sayre replied it would be challenging because of common overlapping space in the parking areas.

The Common Council took no formal action on this item, as this is the conceptual review of the project.

- (3) Discussion Re: A concept plan review of a Planned Unit Development (PUD) for a proposed 161,050 square foot wholesale building and 24 fuel pumps located at the southwest corner of County Highway M and Thousand Oaks Trail. The Applicant is proposing the construction of a Costco store and fuel facility in the Verona Technology Park. Due to the size of the building, it is reviewed following the PUD planning process, which includes a Concept Plan, General Development Plan, and Precise Implementation Plan. The Council is encouraged to provide feedback and recommendations to the Applicant.

Ryan stated he has had a lot of positive feedback regarding this project. He would advocate the use of solar panels, and questioned the value of the gas pumps. He is also concerned about moving traffic in and out of the property.

Sayre stated some traffic analysis has been done already, and will continue as the project progresses.

Cronin stated she has had a lot of positive feedback from constituents, as well. She is pleased that Costco provides family-supporting jobs with benefits. She is concerned about the amount of impervious surface in the project, and suggested that some of the parking could be moved underground. She is also

concerned with the connectivity between the hotel and restaurants on one side of the road and the Costco property on the other. She would like to see walkability and bike-ability from one side to the other built into the project. She does not see the need for 24 gas pumps at this location. She is, however, pleased that this could be an opportunity for Verona.

Reekie encouraged the installation of solar panels on the building and the use of underground parking. She asked if rain gardens could be considered for stormwater management instead of ponds.

Touchett stated has heard positive feedback for this project. Regarding the amount of impervious surface, there are pavement alternatives available that absorb water. He is excited to see Costco coming to Verona.

Kemp stated he has had positive feedback from his constituents, as well. He likes that Costco gives their employees good health care benefits and offers a solid living wage. He believes it will be a good fit for Verona.

Diaz stated he supports the family-supporting jobs supplied by Costco. He would like to see more work on bike/pedestrian connections from across the road and to the downtown. He would also like to see some heavy landscaping on the property. In terms of the gas tanks, he is concerned about the possibility of environmental pollution down the road. In general, he thinks this is a positive thing for the City.

The Common Council took no formal action on this item, as this is the conceptual review of the project.

10. New Business:

- A. Discussion and Possible Action Re: Bar and Restaurant COVID-19 Support Program. Sayre stated Dane County's Emergency Order #7, issued on July 1, 2020, limits gatherings at bars and restaurants, which has created financial challenges for some local bar and restaurant businesses. In response to the Order, Staff has drafted a Bar and Restaurant COVID-19 Support Program. The criteria for the program are the same as the previous grant program, with the exception of the following:
- Maximum grant is \$4,000
 - Must be classified as a bar or restaurant as defined in the Dane County order
 - The business or applicant has not previously been awarded a City of Verona COVID-19 grant

Of the City's approximately 33 bars and restaurants, eight were previously awarded City of Verona COVID-19 grant funds. Staff recommends making \$100,000 in funds available for this grant program. The goal is to help out the bars and restaurants struggling due to the caps on the number of customers allowed in the establishments at one time.

Kemp stated a number of businesses have already received a grant. With the pool of money that is available, it seems that just about any business that wants a grant, and qualifies, could have access to an amount that is reasonable for them.

Sayre replied he believes there will be a limited number of applicants for these grant monies. The thought process when determining the amount of money available for the grants was that there are 25 businesses that did not get a grant the last time around; at \$4,000 each, that amounts to \$100,00.

Posey is glad we are taking the steps to move forward with this. She would like to see funds available for other industries. She is especially considering youth services, child care/summer programs and after school programs that have not been able to keep things running this summer. We need these programs in our community.

Sayre stated there will be a short application turn-around time, and the list of qualified applicants will be brought back to the Common Council at the next meeting in two weeks. We want to get the money out to the businesses as soon as possible.

Posey asked what process is planned for disseminating information to the public about the grants.

Sayre replied we will go through the Chamber of Commerce, post on Facebook, and reach out to the Verona Press. The deadline to apply will be July 20th, with applications being presented to the Common Council on July 27th for approval.

Motion by Posey, seconded by Kohl, to approve the Bar and Restaurant COVID-19 Support Program, with an application deadline of July 20th and approval by the Common Council on July 27th, using the same guidelines as the Small Business COVID-19 Support Program, with the following exceptions:

1. Maximum grant is \$4,000
2. Must be classified as a bar or restaurant as defined in the Dane County order
3. The business of applicant has not previously been awarded a City of Verona COVID-19 grant

8:00 p.m. – Heather Reekie left the meeting.

Motion carried 7-0.

11. Adjournment:

Motion by Kohl, seconded by Cronin, to adjourn at 8:06 p.m. Motion carried 7-0.

Ellen Clark
City Clerk

Administrator Report for July 27, 2020

Upcoming Meetings/Events

- Plan Commission – August 3rd
- Informational meeting for Klassik/Old National Redevelopment – July 30th at 6 p.m. via Zoom

COVID-19 Updates

Staff continues to monitor the COVID-19 information from Dane County and will make adjustments in the future as warranted. Of great interest now are the school discussions occurring in the region (virtual vs in-person). These decisions will have staffing implications for City Staff with children. We continue to monitor the situation and will be prepared to react when necessary.

August Council Meeting

Due to the elections, the August 10th Council meeting will be changed to August 12th. Please mark your calendars accordingly.

PSLO Agreement

The Verona Area School District (VASD) provided the City with a revised PSLO contract on July 14th. City Staff will be meeting in the coming weeks to discuss the proposed changes. If you have any comments on the revised contract, please send them to the City Administrator and Mayor.

The Heights of Verona

The Heights of Verona did not renew their liquor license. The Department of Revenue recommended we document this non-renewal at a Council meeting. The purpose of this update is to document the non-renewal in the minutes.

Board of Review

Board of Review – Monday, August 24th at 6 p.m. – Assessor Dean Peters will be reporting on the revaluation process and hearing procedures for any Board of Review hearings that may come up (which is likely in a revaluation year).

Open Book – Thursday, September 10th from 11 a.m. – 7 p.m., and Friday, September 11th from 9 a.m. – 1 p.m. – Several assessors will be available to hear objections from taxpayers, and settle as many objections as possible before the final Board of Review meeting. As Board of Review members, you are NOT required to attend Open Book.

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

Board of Review members should take the training before August 24th. Please contact Ellen for the training materials.

Voting

Early voting starts July 28th to July 31st and August 3rd to August 7th from 8:00 a.m. to 4:30 p.m. at City Hall. People are strongly encouraged to vote absentee to reduce COVID-19 spread. Absentee voting continues until August 7th. The deadline to make a request for an absentee ballot by mail, email, online (www.myvote.wi.gov) or fax is August 6th. Indefinitely confined voters have until August 7th to request an absentee ballot. Ballots can be deposited in the drop box in the City Hall parking lot.

2020 Census

The 2020 Census is underway. As of July 22, 2020, Wisconsin is second in the United States with a response rate of 69.1%. Minnesota is leading with 71.8% and Michigan is behind Wisconsin with 68.4%. Wisconsin had 2,000,000 households respond to the Census questionnaire thus far. The City has an 82.4% response rate with 76.5% of the responses by the internet. In 2010, the City had an 87% response rate, which was only done by mail in questionnaires. Census workers will begin door-to-door non-response follow-ups in August. As a reminder, the Census data that is collected will help determine funding allocations for the next ten (10) years.

CITY OF VERONA ENGINEER REPORT

for July 27, 2020

CONSTRUCTION PROJECTS

WELL 6 PUMPING STATION CONSTRUCTION

Pumping of the well is continuing to further develop the well. MGE has continued to be delayed on the natural gas installation which has slowed progress of HVAC testing. The Contractor is working on getting the chlorine tank installed as well as miscellaneous electrical, HVAC and finish carpentry items (e.g. cabinets, ceiling trims, caulking, door hardware, etc.). Well start-up is now anticipated for mid-August.

VERONA AREA HIGH SCHOOL CONSTRUCTION – TRAFFIC IMPROVEMENTS

Crews are continuing to work on finishing, punch list, and rework items throughout the project. This work will be occurring over the next couple of weeks.

Traffic will continue on the inside lane of W. Verona Avenue until punch list items are complete. Other project roads will be opening in the coming weeks with some possible lane restrictions to complete finishing, punch list, and rework items.

CTH M CONSTRUCTION

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

CTH PD CONSTRUCTION – WOODS ROAD TO CTH M

Traffic is currently split (placed on their appropriate side) and lane closures are in place. The asphalt milling and surface paving have been completed. During the week of July 27th, the permanent paint, permanent signs, and landscaping are scheduled to be completed for the project. The Contractor's crews will address various punch list activities throughout the project limits, prior to fully opening the roadway.

LIBERTY PARK PHASE 4 CONSTRUCTION

The curb & sidewalk has been poured as of the end of the day of July 8th. There are some minor portions of the sidewalk that may be delayed a few days due to last minute modifications. Paving is projected to be complete by the end of July. The Contractor is scheduled to pave public roads on July 24th and 25th. Expect the project to be substantially complete by the end of the week of July 27th.

RAPID RECTANGULAR FLASHING BEACON PROJECT

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

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

The project is anticipated to begin soon and be completed by August 14th.

KETTLE CREEK NORTH PHASE 3

Phase 3 is complete. Phase 2 paving is to be complete in August.

THE WOODS AT CATHEDRAL POINT PHASE 1

Mass grading and detention basin construction has started. A preconstruction conference for the underground public utilities was held on July 14th. The Contractor is scheduled to start sanitary sewer pipe construction the week of July 27th.

MAJOR DESIGN PROJECTS

EAST SIDE INTERCEPTOR DESIGN

Pre-final construction plans and specifications are being reviewed by City staff. Easement acquisition is on the agenda for action. Permit applications have been submitted to Wisconsin Department of Natural Resources, and we are awaiting the permit from Wisconsin Department of Natural Resources. Coordination with Dane County and Ice Age Trail has occurred, and accommodations / improvements are being included with the project.

LINCOLN STREET STORMWATER FACILITY DESIGN

Final design is progressing on the pond design and modeling, pond embankment (dam) design and permitting, and corresponding hydraulic and water quality modeling.

MEMORANDUM

To: Mayor and Council Members

From: Adam Sayre, City Administrator

Date: June 19, 2020

Re: Administrator's Memo – June 22, 2020 Common Council Meeting

Listed below is an explanation of items on the June 22, 2020 Common Council agenda:

FINANCE COMMITTEE

3. Discussion and Possible Action Re: Bar and Restaurant COVID-19 Support Program Applications

The City created the bar and restaurant COVID-19 Support Program on July 13th. The goal of the program was to provide \$1,000 to \$4,000 grants to eligible bar and restaurants by using \$100,000 in underutilized dollars from the City's Revolving Loan Fund. The City received 6 applications by the July 20th deadline with a total of \$23,000 requested in grants. City Staff reviewed the applications in conjunction with the Program criteria. Based on that review:

- 3 applications met the criteria
 - The requested dollar amount was \$12,000
- 3 applications failed to meet criteria for the following reasons:
 - Exceeded revenue requirement
 - Received a previous grant

Staff recommends awarding 3 grants in the amount of \$4,000.

4. Discussion and Possible Action Re: Bar and Restaurant COVID-19 Support Program

On July 13th, the Council approved the City of Verona bar and restaurant COVID Support Program. During the last round of the grant applications, a concern was raised with the criteria that the business shall have less than \$1 million in revenue in 2019. Below are potential new/changed criteria for another round of grants:

- Maximum grant is \$4,000
- Must be classified as a bar or restaurant as defined in the Dane County Order
- The business or applicant has not previously been awarded a City of Verona COVID-19 grant
- Eliminate criteria of less than \$1 million in revenue in 2019.
- Business is not a franchise.
- Business is solely located in the City of Verona and does not have locations anywhere else.

The City has approximately 33 bars and restaurants; 11 were previously awarded City of Verona COVID-19 grant funds. Staff recommends making \$100,000 in funds available for this grant program. The Council has the ability to take action on this item.

PUBLIC SAFETY AND WELFARE COMMITTEE

1. Discussion and Possible Action Re: A temporary premises description amendment for LBO, Inc., d/b/a 5th Quarter, 161 Horizon Drive, #110, Verona, WI 53593

LBO, Inc. has applied for a temporary premises description amendment to include the back parking lot for a cornhole benefit tournament on Saturday, August 22nd. Rain date is Saturday, September 12th.

PUBLIC WORKS/SEWER AND WATER COMMITTEE

Items (1) through (7) executive summary

The replacement of the eastside sanitary sewer interceptor requires the acquisition of permanent and temporary limited easements. The area of acquisition varies depending upon the location. The permanent limited easement will remain with the asset but the temporary limited easement will abolish at termination of the project. Permanent limited easements are typically acquired at a 25% of the land value and temporary limited easements are acquired at a rate of 10% of the land value multiplied by the duration of the project in years, for this project one and one-half (1.5) years were used. An overview figure of the parcel numbers is included for reference.

1. Discussion and Possible Action Re: Easement for Parcel 1 located along Bruce Street for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement

Parcel 1, also known as the Matt's property, between Bruce Street and S. Main Street requires the following easements for the project:

- Permanent limited easement = 1.25 acres
- Temporary limited easement = 0.94 acres

The land value was determined from an appraisal performed in 2018 (with inflation factor added) when the Park department acquired the approximately 13 acres to the west from the property owner. The land value was calculated to be \$6,365/acre. The offer presented to the owner was \$2,900 per the easement needs and percent ratios to calculate the monetary offer. The owner has verbally accepted the offer. The easement shall be contingent on City Administrator and City Attorney review.

2. Discussion and Possible Action Re: Easement for Parcel 4 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement

Parcel 4 is located on Dane County property along the Badger Mill Creek (parcel ID 0608-221-8001-2) requires the following easements for the project:

- Permanent limited easement = 0.88 acres
- Temporary limited easement = 0.90 acres

Dane County staff is working with City staff to include work associated with the interceptor project in lieu of payment for the easement; City will be performing clearing and grubbing

and earth work elements along the project while Dane County will be performing in-stream improvements to Badger Mill Creek. A separate Intergovernmental Agreement between Dane County and the City which will be presented to the council at the next meeting. Dane County staff has agreed to the easement language. The easement shall be contingent on City Administrator and City Attorney review.

3. Discussion and Possible Action Re: Easement for Parcel 5 located at 714 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement

Parcel 5 requires the following easements for the project:

- Permanent limited easement = 0.05 acres
- Temporary limited easement = 0.21 acres

The land value was determined from fair market land values of the parcels along Arbor Vitae Place. The land value was calculated to be \$130,000/acre. The offer presented to the owner was \$5,950 per the easement needs and percent ratios to calculate the monetary offer. The owner has verbally accepted the offer. The easement shall be contingent on City Administrator and City Attorney review.

4. Discussion and Possible Action Re: Easement for Parcel 6 located at 716 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement

Parcel 6 requires the following easements for the project:

- Permanent limited easement = 0.15 acres
- Temporary limited easement = 0.30 acres

The land value was determined from fair market land values of the parcels along Arbor Vitae Place. The land value was calculated to be \$130,000/acre. The offer presented to the owner was \$10,800 per the easement needs and percent ratios to calculate the monetary offer. The owner has verbally accepted the offer. The easement shall be contingent on City Administrator and City Attorney review.

5. Discussion and Possible Action Re: Easement for Parcel 7 located at 718 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement

Parcel 7 requires the following easements for the project:

- Permanent limited easement = 0.08 acres
- Temporary limited easement = 0.17 acres

The land value was determined from fair market land values of the parcels along Arbor Vitae Place. The land value was calculated to be \$130,000/acre. The offer presented to the owner was \$6,000 per the easement needs and percent ratios to calculate the monetary offer. The owner has verbally accepted the offer. The easement shall be contingent on City Administrator and City Attorney review.

6. Discussion and Possible Action Re: Easement for Parcel 8 located at 720 Arbor Vitae Place for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement

Parcel 8 requires the following easements for the project:

- Permanent limited easement = 0.00 acres
- Temporary limited easement = 0.05 acres

The land value was determined from fair market land values of the parcels along Arbor Vitae Place. The land value was calculated to be \$130,000/acre. The offer presented to the owner was \$1,000 per the easement needs and percent ratios to calculate the monetary offer. The owner has verbally accepted the offer. The easement shall be contingent on City Administrator and City Attorney review.

7. Discussion and Possible Action Re: Easement for Parcel 9 located on Dane County Property for Project ID 2018-108, Eastside Sanitary Sewer interceptor Replacement

Parcel 9 is located on Dane County property along the Badger Mill Creek (parcel ID 0608-143-9001-2) requires the following easements for the project:

- Permanent limited easement = 0.56 acres
- Temporary limited easement = 0.70 acres

Dane County staff is working with City staff to include work associated with the interceptor project in lieu of payment for the easement; City will be performing clearing and grubbing and earth work elements along the project while Dane County will be performing in-stream improvements to Badger Mill Creek. A separate Intergovernmental Agreement between Dane County and the City which will be presented to the council at the next meeting. Dane County staff has agreed to the easement language. The easement shall be contingent on City Administrator and City Attorney review.

PERSONNEL COMMITTEE

1. Discussion and Possible Action Re: Resolution No. R-20-027 to Decrease the Effects of Institutionalized Racism

On July 14th, the Personnel Committee discussed the Resolution honoring the life of George Floyd, City training opportunities and policies, and employee hiring policies and goals. The Personnel Committee directed Staff to review the City's current hiring processes and procedures and to identify ways in which diversity efforts can be improved. Staff will review the current selection process and will recommend potential changes to the Personnel Committee at a future meeting.

All City staff will be required to attend anti-bias training, which must be completed by the end of the year. The City is currently piloting a partnership with the organization Step Up Equity Matters to facilitate the training. The organization offers three (3) separate trainings that focus on how individual and institutional bias are formed, how they can impact the workplace, and strategies that can be used to disrupt biases. Trainings are offered in-person and online and each last approximately three (3) hours.

The Personnel Committee has directed members of the City employee wellness team to complete the training and provide feedback as part of a pilot program. Staff will share the feedback with the Personnel Committee at a future meeting before a final decision is made to assign the training to all City staff. The updated Resolution reflects the actions and direction of the Personnel Committee.

RESOLUTION NO. R-20-029

RESOLUTION AWARDING THE SALE OF \$5,680,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2020A

WHEREAS, on June 22, 2020, the Common Council of the City of Verona, Dane County, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts and for the following public purposes: \$670,000 for street improvement projects; \$410,000 for parks and public grounds projects; and \$4,600,000 for sewerage projects (collectively, the "Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Verona Press, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on June 22, 2020, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2020A" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolutions (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on July 27, 2020;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on July 27, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$_____ for the following purposes and in the following amounts: \$_____ for street improvement projects; \$_____ for parks and public grounds projects; and \$_____ for sewerage projects.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FIVE MILLION SIX HUNDRED EIGHTY THOUSAND DOLLARS (\$5,680,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2020A"; shall be issued in the aggregate principal amount of \$5,680,000; shall be dated August 20, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set

forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on September 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on September 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2038 for the payments due in the years 2021 through 2039 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2020A, dated August 20, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds].

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 27, 2020.

Luke Diaz
Mayor

ATTEST:

Ellen Clark
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on September 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on September 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on September 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on September 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on September 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on September 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	DANE COUNTY	
NO. R-____	CITY OF VERONA	\$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2020A		

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
September 1, _____	August 20, 2020	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Verona, Dane County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$5,680,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$_____ for street improvement projects; \$_____ for parks and public grounds projects; and \$_____ for sewerage projects, as authorized by resolutions adopted on June 22, 2020 and July 27, 2020. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on September 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on September 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Verona, Dane County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF VERONA
DANE COUNTY, WISCONSIN

By: _____
Luke Diaz
Mayor

(SEAL)

By: _____
Ellen Clark
City Clerk

DRAFT

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Verona, Dane County, Wisconsin.

_____, _____

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



City of Verona Bar & Restaurant COVID-19 Support Program

The City of Verona Small Business COVID-19 Support Program is available for restaurants and bars experiencing financial difficulties as a result of the COVID-19 outbreak. Funds for this grant program are from the City's Revolving Loan Program. The goal of this grant program is to help local businesses survive the COVID-19 outbreak. This grant program will help business stay afloat during this pandemic and retain employees.

Currently, there is \$100,000 of available funds to support City of Verona restaurants and bars with employment retention and to mitigate losses from the COVID-19 pandemic. Grant awards will range from \$1,000 to \$4,000 and will depend on the number of applicants.

Application Eligibility:

Program funds are limited and subject to change. Eligible applications are due **August 3rd at 4:00 pm** to City Administrator Adam Sayre. Signed and completed applications can be dropped off at City Hall in the drop-box or can be emailed to adam.sayre@ci.verona.wi.us. The awarding of grants will occur after August 12th and the amount will be dependent on the number of applications and requests. This grant program is available to small businesses located in the City of Verona that meet all of the following criteria:

- Experienced substantial financial impact due to COVID-19.
- Existing for-profit business in the City of Verona has a bricks and mortar presence.
- Employ 25 or fewer full-time equivalent (FTE) positions.
- Managed a profitable business operation in 2019.
- Business is not a franchise.
- Business is solely located in the City of Verona and does not have locations anywhere else.
- The Business is not delinquent as it relates to City of Verona property taxes, personal property taxes, fees, special assessments, etc.
- Demonstrate at least a 25% reduction in revenues attributable to the COVID-19 pandemic.
- Shall be a restaurant or bar. A restaurant has the meaning as defined in Wisconsin Statutes Ch. 97.01(14g) and whose sale of alcohol beverages

accounts for 50% or less of the establishments gross receipts. "Bar" is an establishment in which fermented malt beverages are sold for consumption upon said premises and whose sale of alcohol beverages accounts for 51% or more of the establishment's gross receipts and whose primary business is that of a bar.

- The business and/or Applicant has not previously been awarded a City of Verona COVID-19 grant.

Eligible Expenses:

The following items are eligible for the grant program funds if the expense occurred March 1, 2020 or later:

- Payroll
- Utilities
- Lease/Mortgage payments

Ineligible Expenses:

The following items are not eligible for the grant program funds:

- Construction related capital improvements
- Signage or advertising
- Past due leases, loan or utility payments
- Uniforms
- Other items of which sufficient stock existing prior to the Governor's Safer at Home Order and was not impacted by the revenue shortage such as dry goods, equipment, or utensils.

City of Verona
Small Business COVID-19 Support Program

Business Name: _____

Business Address: _____

In order to participate in the Emergency COVID-19 Small Business Support Program ("Program") and receive grant funds, the City of Verona ("City") requires that you ("Business") certify the following items below:

- Experienced substantial financial impact due to COVID-19.
- Existing for-profit business in the City of Verona has a bricks and mortar presence.
- Employ 25 or fewer full-time equivalent (FTE) positions.
- Managed a profitable business operation in 2019.
- Business is not a franchise.
- Business is solely located in the City of Verona and does not have locations anywhere else.
- The Business is not delinquent as it relates to City of Verona property taxes, personal property taxes, fees, special assessments, etc.
- Demonstrate at least a 25% reduction in revenues attributable to the COVID-19 pandemic.
- Shall be a restaurant or bar. A restaurant has the meaning as defined in Wisconsin Statutes Ch. 97.01(14g) and whose sale of alcohol beverages accounts for 50% or less of the establishments gross receipts. "Bar" is an establishment in which fermented malt beverages are sold for consumption upon said premises and whose sale of alcohol beverages accounts for 51% or more of the establishment's gross receipts and whose primary business is that of a bar.
- The business and/or Applicant has not previously been awarded a City of Verona COVID-19 grant.

A materially false statement willfully or fraudulently made in connection with this affirmation shall result in rendering the submitting company ineligible with respect to the program, and, in addition, may subject the person making the false statement to criminal charges.

Notwithstanding any other rights of the City under other sections of this Affirmation or applicable law, if the Business violates any of the terms, covenants, or provisions of the Affirmation, or if any representation or warranty made by the Business in this Affirmation or in any document or application submitted in connection with this Affirmation or the

Program shall prove false or misleading, or if, in the sole judgment of the City, the conduct of the Business is such that the interests of the City have been or are likely to be impaired or prejudiced, the City shall thereupon have the right to (1) terminate any funding or withhold payments due to the Business under the Program and/or (2) demand and obtain the return of payments already made to the extent of damages the City may have already suffered due to a breach by the Business. Any such action by the City shall not give rise to any claim for damages against the City.

I _____, (name of business owner) hereby certify, represent, and covenant to and with the City as of the date of this affirmation the following:

1. My business, _____ (the "Business"), has a customer storefront in the City of Verona, employs _____ full-time equivalent positions, and the information contained herein is, to the best of my knowledge, information and belief, accurate and complete.
2. The Business has experienced a significant decline in revenues due to the impacts of COVID-19 and the Business will use Program funds to cover existing business expenses impacted by COVID-19.
3. The Business operated at a profit in 2019.
4. Business is not a franchise.
5. Business is solely located in the City of Verona and does not have locations anywhere else.
6. The Business will comply with all laws and rules applicable to the program, including city, state and federal laws. This certification shall be deemed executed in the City of Verona, State of Wisconsin, and shall be governed and construed in accordance with the laws of the State of Wisconsin and the laws of the United States.
7. The Business is not delinquent as it relates to City of Verona property taxes, personal property taxes, fees, special assessments, etc.
8. Your Business can demonstrate at least a 25% reduction in revenues attributable to the COVID-19 pandemic.
9. I am authorized to complete and submit this certification on behalf of the Business. I verify that the statements and information contained herein are true and correct and that the Business has not misrepresented its eligibility for the City of Verona Emergency COVID-19 Small Business Support Program.
10. Willful or fraudulent submission of a materially false statement in connection with this certification may result in the Business being ineligible for the Program reimbursements and may subject the Business or the person making false statements to criminal charges.

By signing below, I certify that the above statements are true and correct to the best of

my knowledge. I understand that a false statement may disqualify me from benefits.

Business Owner Name (Please Print)

Business Owner Signature

Date

Liquor License Premises Amendment

Name of Establishment: 5th Quarter

Address of Establishment: 161 Horizon Dr. # 110

Name of Agent: Leann Butts Address: 412 W. Harriet St. Verona

Agent Phone Number: 608-516-2671 Establishment Phone Number: 608-845-9690

Premises Amendment Description:

Fence in back Parking Lot to have Cornhole Benefit Tournament.

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

Months/Days New Premises are Open/Used: Rain Date of Sept. 12th

From (Month): August 22 To (Month): Aug 22

Time Premises Used A.M.: 10:00 To: P.M.: 10:00 (Restrictions Apply)

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

Signature of Agent: Leann Butts Date: 7/12/2020

Please Do Not Write Below This Area
MUNICIPAL OFFICE USE ONLY

CHIEF OF POLICE

Date Application Approved to Move Forward with Inspections: 07/23/20 Initials: [Signature]

Notes for Building Inspection and Fire Inspection:

NO CIB 07/23/20

Val. & W.D.R. NO S.P. 07/23/20

* This application was previously approved to take place in the back of building but had to be moved to the rear of building to do cornhole & social distancing.

CITY OF VERONA

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

Signature: _____ Date: _____

BUILDING INSPECTOR

Date(s) of Inspection: _____ Initials: _____

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

Date Adjustments Inspected: _____ Initials: _____

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

FIRE DEPARTMENT

Date(s) of Inspection: _____ Initials: _____

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

Date Adjustments Inspected: _____ Initials: _____

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

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

MUNICIPAL CLERK

Date Application Received from Applicant: 7/20/20 Initials: emc

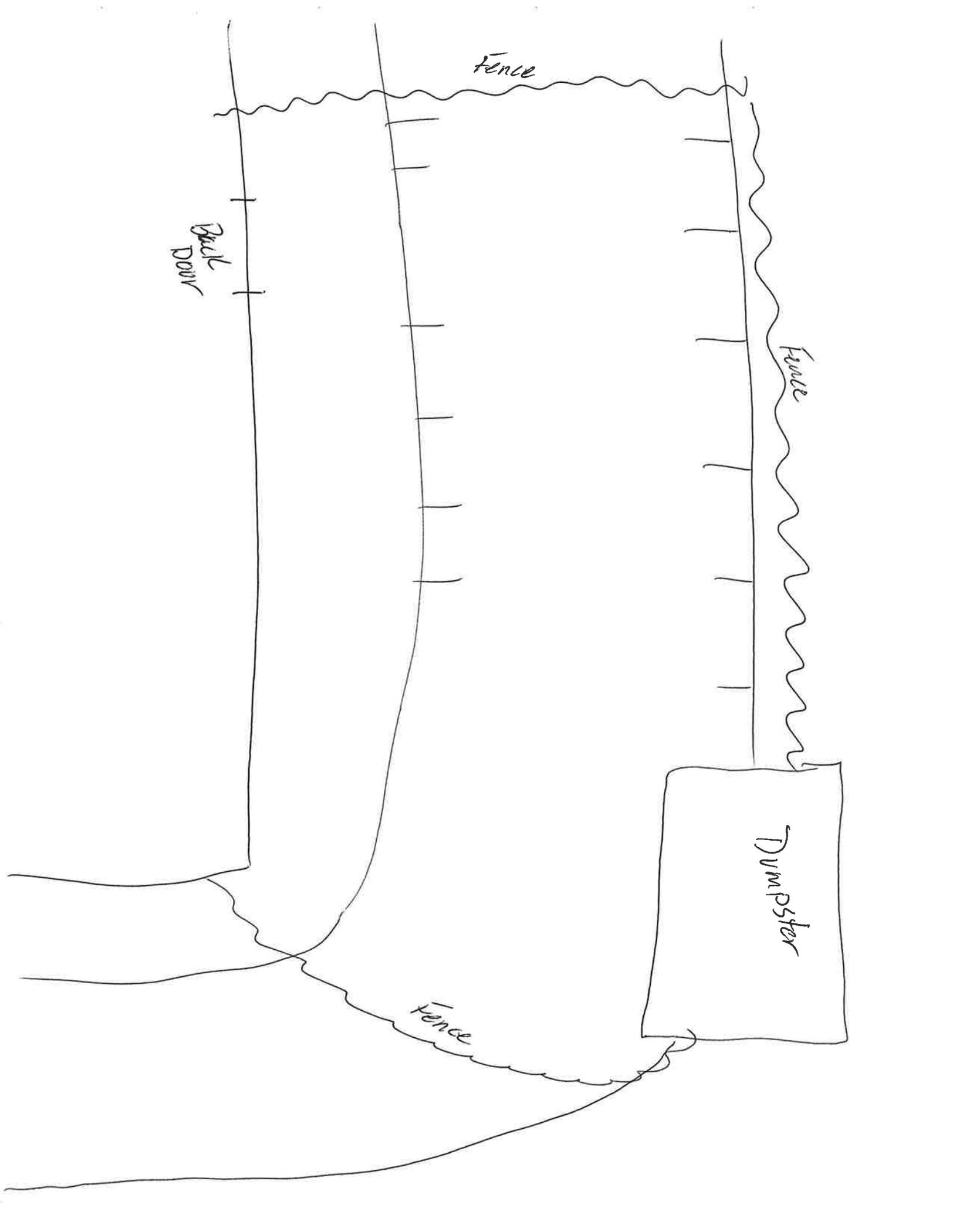
Date of Receipt upon Completion of Inspections: 7/23/20 Initials: emc

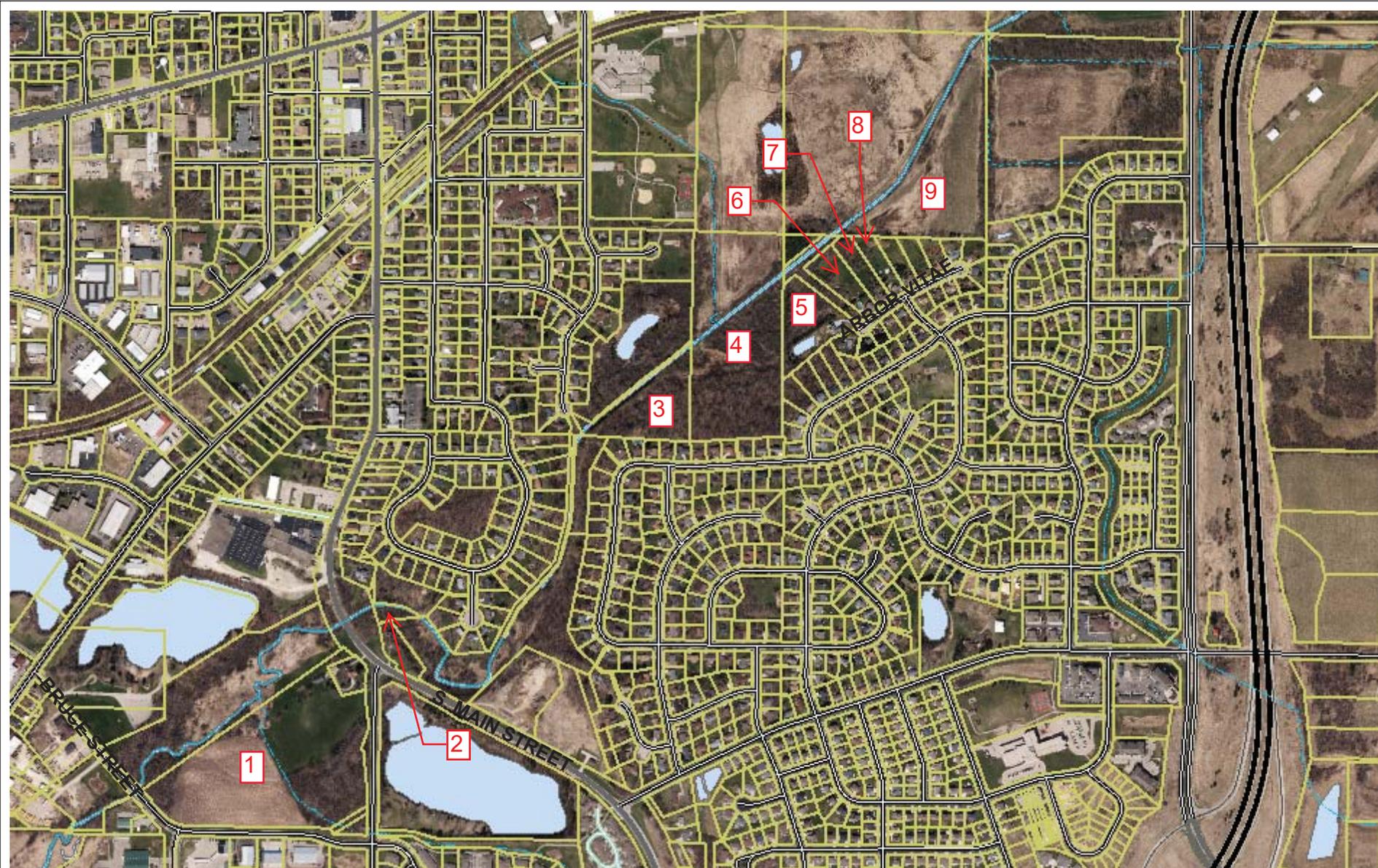
Public Safety and Welfare Committee Review: 7/27/20 Common Council Review: 7/27/20

Approved / Denied Date: _____

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

Municipal Clerk: _____





2018-108
Easements

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



SCALE: 1" = 893'



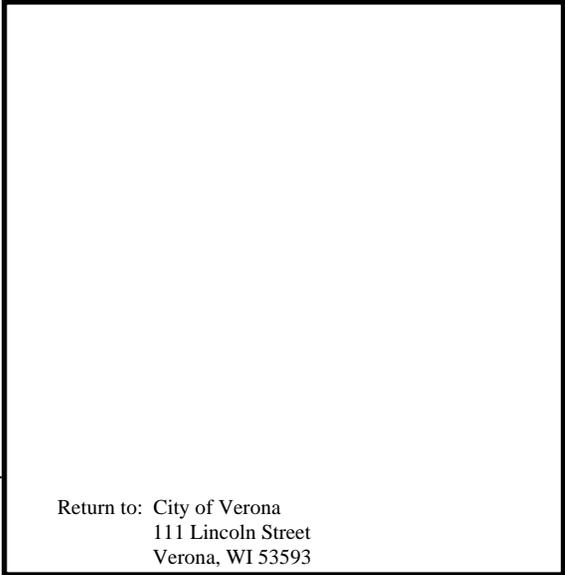
City of Verona
111 Lincoln St
Verona, WI 53593
(608) 845 - 6495

Print Date: 7/22/2020

PERMANENT SANITARY SEWER EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

IN CONSIDERATION OF the sum of Two Thousand eight hundred and 00/100 Dollar (\$2,900.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Cherry L. Jones and Cathy S. Matts (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in the NE 1/4, SW 1/4, Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Tax Parcel I.D. 0608-223-8220-2

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, Part of Lot 2 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Beginning at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH “M”;

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet;

thence South 63°30'49" West, 223.53 feet; thence South 51°02'21" West, 754.91 feet; thence South 44°50'37" West, 92.46 feet; thence South 60°40'06" West, 139.09 feet; thence South 52°13'49" West, 383.62 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of Bruce Street; thence North 42°37'21" West along said Northeasterly line, 50.18 feet to the Northwesterly corner of said Lot 2; thence North 53°37'50" East along the Northeasterly line of said Lot 2 a distance of 1,561.72 feet; thence North 53°56'42" East along the Northeasterly line of said Lot 2 a distance of 21.57 feet to the point of beginning.

Contains 54,623 square feet, 1.24 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.
3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.
4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction.
5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.
6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantor has the right to remove such structures and all costs shall be charged to Grantor's property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.
7. Any excess fill generated by the project on the Grantor's property may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

Temporary Construction Easement

A parcel of land contained within the following tract, Part of Lot 2 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as temporary limited easement on attached Exhibit A.

Commencing at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH "M",

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet to the point of beginning;

Thence Southeasterly 38.31 feet along the Northerly of Lot 2 of Certified Survey Map No.14840 and the Southerly line of Main Street, CTH "M" and the arc of a curve to the left, whose radius is 888.60 feet, and whose chord bears South 40°21'03" East, 38.31 feet to the Northerly line of Lot 1 of Certified Survey Map No. 14261; thence South 67°29'56" West along said Northerly line, 181.43 feet, thence South 62°56'12" West, 49.35 feet; thence South 51°02'21" West, 750.45 feet; thence South 44°50'37" West, 94.58 feet; thence South 60°40'06" West, 140.72 feet; thence South 52°13'49" West, 379.65 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of Bruce Street; thence North 42°37'21" West, along said Westerly line 25.09 feet; thence North 52°13'49" East, 383.62 feet; Thence North 60°40'06" East, 139.09 feet; North 44°50'37" East, 92.46 feet; thence North 51°02'21" East, 754.91 feet; thence North 63°30'49" East, 223.53 feet to the point of beginning.

Contains 40,863 square feet, 0.94 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

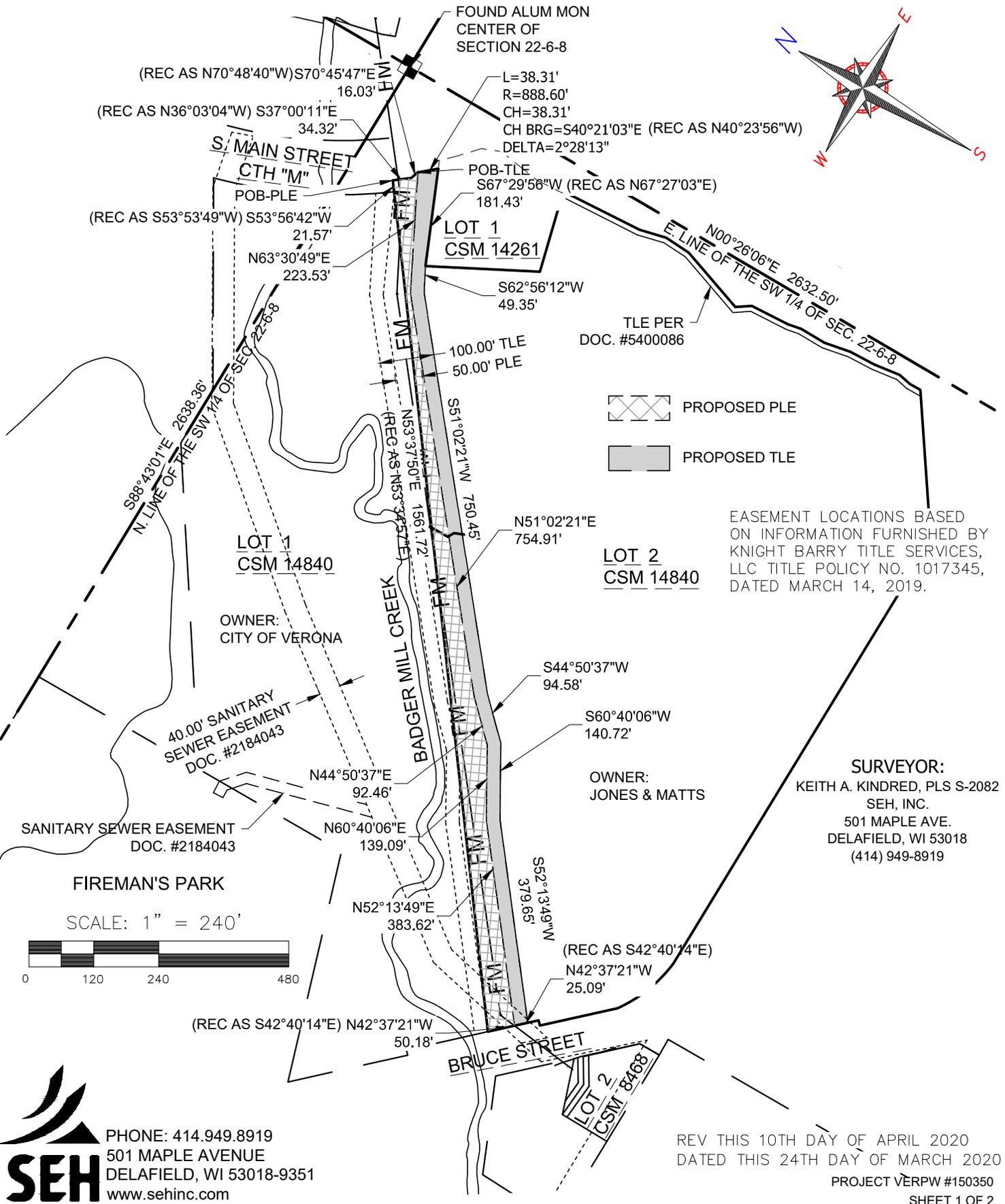
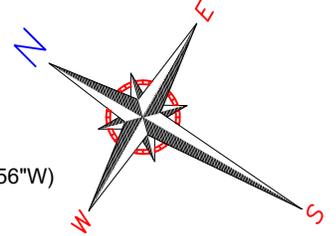
1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan

Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.

2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. The City of Verona and Madison Metropolitan Sewerage District shall pay the Grantor (or Grantor's tenant) a calculated dollar amount upon project completion for any crop damage associated with the construction. The calculated dollar amount shall follow the following formula = lost yield (bushel / acre) x commodity price (\$ / bushel) x disturbed acres.
4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction.
5. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

EXHIBIT "A"

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 14840, BEING A PART OF THE NE. 1/4 AND NW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.6N., R.8E., CITY OF VERONA, DANE COUNTY, WISCONSIN.

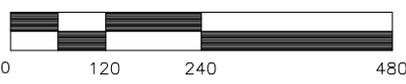


-  PROPOSED PLE
-  PROPOSED TLE

EASEMENT LOCATIONS BASED ON INFORMATION FURNISHED BY KNIGHT BARRY TITLE SERVICES, LLC TITLE POLICY NO. 1017345, DATED MARCH 14, 2019.

SURVEYOR:
 KEITH A. KINDRED, PLS S-2082
 SEH, INC.
 501 MAPLE AVE.
 DELAFIELD, WI 53018
 (414) 949-8919

FIREMAN'S PARK
 SCALE: 1" = 240'




PHONE: 414.949.8919
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

REV THIS 10TH DAY OF APRIL 2020
 DATED THIS 24TH DAY OF MARCH 2020
 PROJECT VERPW #150350
 SHEET 1 OF 2

EXHIBIT "B"

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 14840, BEING A PART OF THE NE. 1/4 AND NW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.6N., R.8E., CITY OF VERONA, DANE COUNTY, WISCONSIN.

Permanent Limited Easement

Part of Lot 2 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Beginning at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH "M";

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet;

thence South 63°30'49" West, 223.53 feet; thence South 51°02'21" West, 754.91 feet; thence South 44°50'37" West, 92.46 feet; thence South 60°40'06" West, 139.09 feet; thence South 52°13'49" West, 383.62 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of Bruce Street; thence North 42°37'21" West along said Northeasterly line, 50.18 feet to the Northwesterly corner of said Lot 2; thence North 53°37'50" East along the Northeasterly line of said Lot 2 a distance of 1,561.72 feet; thence North 53°56'42" East along the Northeasterly line of said Lot 2 a distance of 21.57 feet to the point of beginning.

Containing 54,623 square feet, 1.24 acres

Temporary Limited Easement

Part of Lot 2 of Certified Survey Map No. 14840, being part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northeast corner of Lot 2 of Certified Survey Map No. 14840, thence the following two courses along the Northerly line of said Lot 2 and the Southerly line of Main Street, CTH "M",

South 37°00'11" East, 34.32 feet;

South 70°45'47" East, 16.03 feet to the point of beginning;

Thence Southeasterly 38.31 feet along the Northerly of Lot 2 of Certified Survey Map No. 14840 and the Southerly line of Main Street, CTH "M" and the arc of a curve to the left, whose radius is 888.60 feet, and whose chord bears South 40°21'03" East, 38.31 feet to the Northerly line of Lot 1 of Certified Survey Map No. 14261; thence South 67°29'56" West along said Northerly line, 181.43 feet, thence South 62°56'12" West, 49.35 feet; thence South 51°02'21" West, 750.45 feet; thence South 44°50'37" West, 94.58 feet; thence South 60°40'06" West, 140.72 feet; thence South 52°13'49" West, 379.65 feet to the Westerly line of Lot 2 of Certified Survey Map No. 14840 and the Northeasterly line of Bruce Street; thence North 42°37'21" West, along said Westerly line 25.09 feet; thence North 52°13'49" East, 383.62 feet; Thence North 60°40'06" East, 139.09 feet; North 44°50'37" East, 92.46 feet; thence North 51°02'21" East, 754.91 feet; thence North 63°30'49" East, 223.53 feet to the point of beginning.

Containing 40,863 square feet, 0.94 acres



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

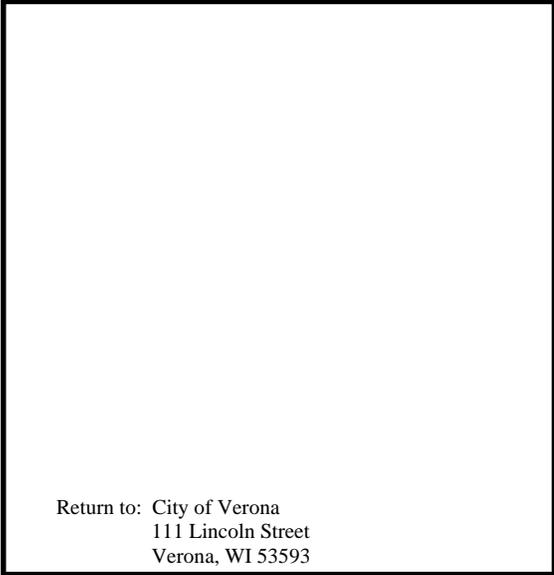
REV THIS 10TH DAY OF APRIL 2020
DATED THIS 24TH DAY OF MARCH 2020

PROJECT VERPW #150350
SHEET 2 OF 2

PERMANENT SANITARY SEWER EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

IN CONSIDERATION OF the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Dane County (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in the NE 1/4, NE 1/4, Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Tax Parcel I.D. 0608-221-8001-2

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, Part of the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a 50-foot strip of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Commencing at the Northeast corner of the Northeast 1/4 of Section 22; thence South 00°15’08” West along the East line of the said Northeast 1/4 a distance of 283.27 feet to the point of beginning of the lands to be described; thence continuing South 00°15’08” West along said East line 64.25 feet; thence South 51°20’49” West 767.08 feet to a point on the East line of Lot 26 of Valley View; thence North 01°15’27” East along said East line 65.19 feet; thence North 51°20’49” East, 765.61 feet to the point of beginning.

Contains 38,317 square feet, 0.88 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

- 1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.
- 2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor's property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor's property may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. Following installation of the sanitary sewers but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewers that will also serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.

10. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

Temporary Construction Easement

A parcel of land contained within the following tract, Part of the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a 50-foot strip of land described as follows and depicted as temporary limited easement.

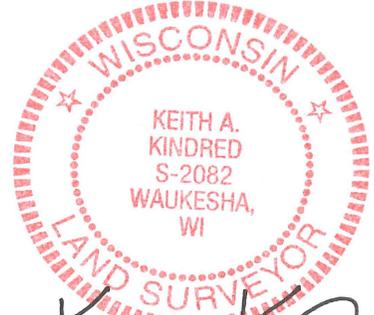
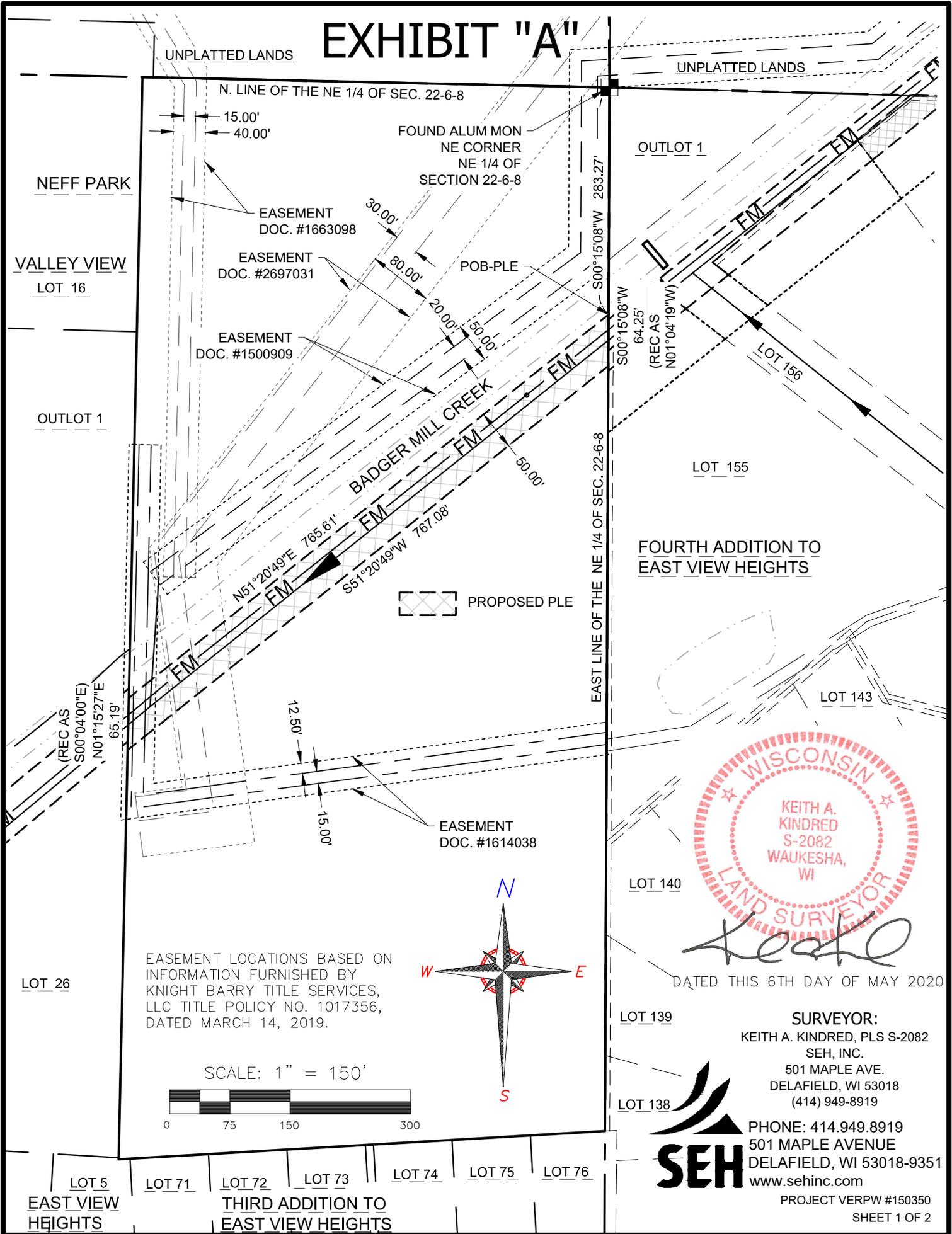
A strip of land 50-feet in width; south, adjacent and parallel to the southern line of the permanent limited easement as described above.

Containing 0.90 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction.
4. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

EXHIBIT "A"



Keith A. Kindred

DATED THIS 6TH DAY OF MAY 2020

LOT 139

LOT 138

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT VERPW #150350
SHEET 1 OF 2



EXHIBIT "B"

Permanent Limited Easement

Part of the Northeast 1/4 of the Northeast 1/4 of Section 22, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northeast corner of the Northeast 1/4 of Section 22; thence South 00°15'08" West along the East line of the said Northeast 1/4 a distance of 283.27 feet to the point of beginning of the lands to be described; thence continuing South 00°15'08" West along said East line 64.25 feet; thence South 51°20'49" West 767.08 feet to a point on the East line of Lot 26 of Valley View; thence North 01°15'27" East along said East line 65.19 feet; thence North 51°20'49" East, 765.61 feet to the point of beginning.

Contains 38,317 square feet, 0.88 acres

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



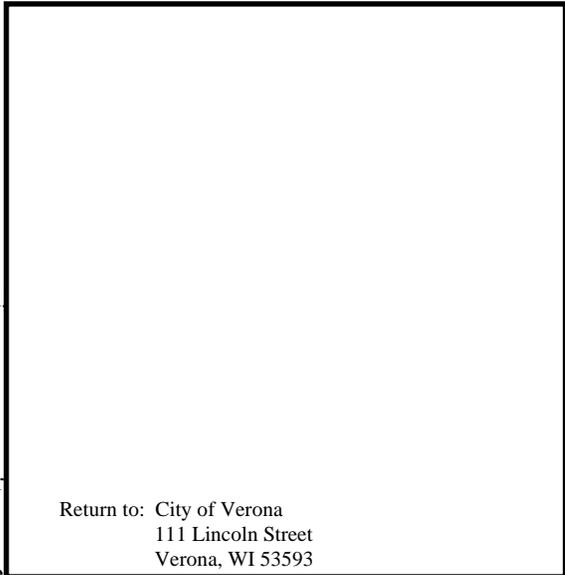
A handwritten signature in black ink that reads "Keith A. Kindred".

DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

PERMANENT SANITARY SEWER EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

IN CONSIDERATION OF the sum of Five Thousand nine hundred fifty and 00/100 Dollar (\$5,950.00) and other good and valuable consideration, receipt of which is hereby acknowledged Jed B. Colquhoun and Julie A Colquhoun (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in Lot One Hundred Fifty-five (155), Fourth addition to East View Heights Plat in the NW 1/4, NW 1/4, Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Tax Parcel I.D. 0608-232-2205-1

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, Part of Lot 155 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Beginning at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14’47” East along the Easterly line of said Lot 155 a distance of 23.16 feet; thence South 51°22’30” West 124.06 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15’08” East along said Westerly line 25.18 feet to the Northerly line of said Lot 155; thence North 49°45’13” East along said Northerly line 102.84 feet to the point of beginning.

Contains 2,381 square feet, 0.05 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor

for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction except the replacement of trees, shrubbery, bushes, and undergrowth.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor's property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor's property may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

Temporary Construction Easement

A parcel of land contained within the following tract, Part of Lot 155 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as temporary limited easement on attached Exhibit A.

Commencing at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14'47" East along the Easterly line of said Lot 155 a distance of 23.16 feet to the point of beginning of the lands to be described; thence continuing South 52°14'47" East along said Easterly line 61.74 feet; thence South 51°22'30" West 186.97 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15'08" East along said Westerly line 77.07 feet; thence North 51°22'30" East, 124.06 feet to the point of beginning.

Contains 9,310 square feet, 0.21 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District. Grantor also acknowledges that work will occur within the permanent limited easement shown on the Fourth Addition to East View Heights under document 1607891. Additional area is granted to the Grantee by the Grantor to the Grantee for temporary construction purposes to re-lay the sanitary sewer and connect the service lateral to the dwelling. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction except the replacement of trees, shrubbery, bushes, and undergrowth. The disturbed surface within permanent limited easement shown on the Fourth Addition to East View Heights under document 1607891 and the temporary limited easement area granted to facilitate the work shall be restored with sod.

4. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

EXHIBIT "A"

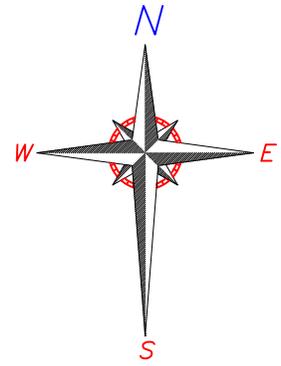
UNPLATTED LANDS

UNPLATTED LANDS

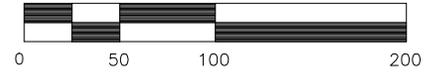
S88°27'47"E 2612.57'
N. LINE OF THE NW 1/4 OF SEC. 23-6-8

FOUND ALUM MON
NW CORNER
NW 1/4 OF
SECTION 23-6-8

OUTLOT 1



SCALE: 1" = 100'



6.00' UTILITY
EASEMENT
PER PLAT

(REC AS
N48°30'00"E
102.31')

POB-PLE
POB-TLE

LOT 157

PROPOSED PLE

PROPOSED TLE

(REC AS
N01°04'19"W
102.25')

(REC AS
N49°45'13"E
102.84')

(REC AS
S52°14'47"E
84.90')

LOT 156

LOT 155

UNPLATTED LANDS

WEST LINE OF THE NW 1/4 OF SEC. 23-6-8

FOURTH ADDITION TO
EAST VIEW HEIGHTS

12' UTILITY EASEMENT
PER PLAT

ARBOR VITAE PLACE

LOT 154

15' SANITARY SEWER
EASEMENT PER PLAT

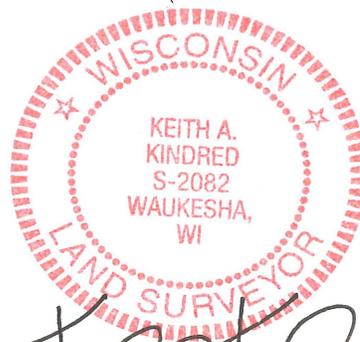
LOT 143

SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

LOT 141

LOT 142



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350

SHEET 1 OF 2

EXHIBIT "B"

Permanent Limited Easement

Part of Lot 155 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Beginning at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14'47" East along the Easterly line of said Lot 155 a distance of 23.16 feet; thence South 51°22'30" West 124.06 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15'08" East along said Westerly line 25.18 feet to the Northerly line of said Lot 155; thence North 49°45'13" East along said Northerly line 102.84 feet to the point of beginning.

Contains 2,381 square feet, 0.05 acres

Temporary Limited Easement

Part of Lot 155 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

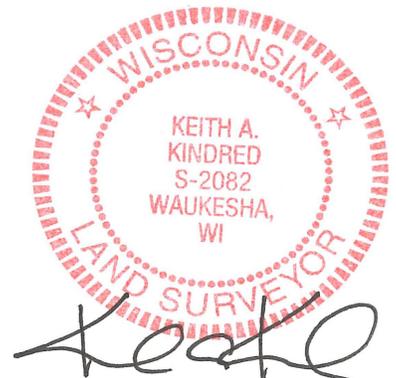
Commencing at the Northeasterly corner of Lot 155 of the Fourth Addition to East View Heights; thence South 52°14'47" East along the Easterly line of said Lot 155 a distance of 23.16 feet to the point of beginning of the lands to be described; thence continuing South 52°14'47" East along said Easterly line 61.74 feet; thence South 51°22'30" West 186.97 feet to the Westerly line of Lot 155 of the Fourth Addition to East View Heights; thence North 00°15'08" East along said Westerly line 77.07 feet; thence North 51°22'30" East, 124.06 feet to the point of beginning.

Contains 9,310 square feet, 0.21 acres

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
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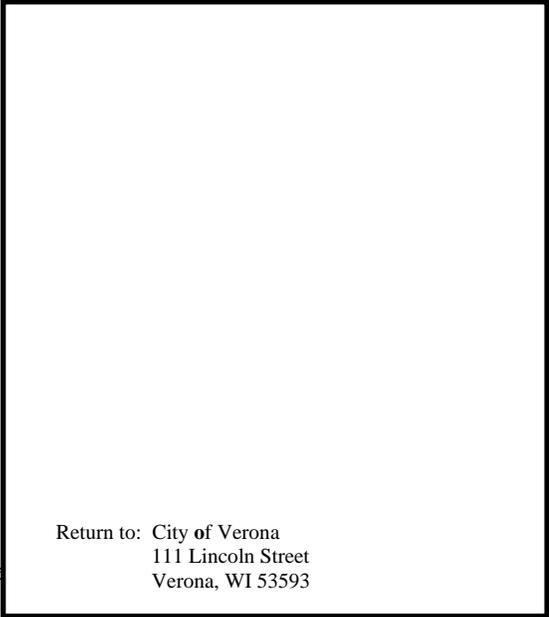


DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

PERMANENT SANITARY SEWER EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

IN CONSIDERATION OF the sum of Ten Thousand Eight Hundred and 00/100 Dollar (\$10,800.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Patricia J. Richardson (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in Lot One Hundred Fifty-seven (157), Fourth addition to East View Heights Plat in the NW 1/4, NW 1/4, Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Tax Parcel I.D. 0608-232-2237-3

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, Part of Lot 157 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Beginning at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59’41” East along the Easterly line of said Lot 157 a distance of 31.12 feet; thence South 51°22’30” West 229.38 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14’47” West along said Westerly line 25.13 feet to the Northerly line of said Lot 157; thence North 49°45’13” East along said Northerly line 236.28 feet to the point of beginning.

Contains 6,471 square feet, 0.15 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor

for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction except the replacement of tress, shrubbery, bushes, and undergrowth.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor's property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor's property may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

Temporary Construction Easement

A parcel of land contained within the following tract, Part of Lot 157 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as temporary limited easement on attached Exhibit A.

Commencing at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59'41" East along the Easterly line of said Lot 157 a distance of 31.12 feet to the point of beginning of the lands to be described; thence continuing South 36°59'41" East along said Easterly line 60.02 feet; thence South 51°22'30" West, 213.14 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14'47" West along said Westerly line 61.73 feet; thence North 51°22'30" East, 229.38 feet to the point of beginning.

Contains 13,276 square feet, 0.30 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. Two (2) existing Silver Maple trees on the southern tree line shall remain undisturbed. There are two additional Silver Maple trees adjacent to the permanent limited easement, the Grantee will take measures to protect these two (2) trees during construction but cannot guaranteed there will be no impacts. The row of existing spruce trees adjacent to the permanent limited easement shall remain undisturbed near the northern western corner of the property within the easements. The trees to remain undisturbed shall have snow fence (or equivalent) placed to create a non-construction perimeter.
4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction. A

series of Elm, Red Oak, Basswood, and Black Hills Spruce (or equivalent) will be re-established in the temporary easement areas by the Grantee at their cost during the restoration stage of the project.

5. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

OWNER:
DANE COUNTY
UNPLATTED
LANDS

OWNER:
DANE COUNTY
UNPLATTED LANDS

EXHIBIT "A"



PROPOSED PLE



PROPOSED TLE

S88°27'47"E 2612.57'
N. LINE OF THE NW 1/4 OF SEC. 23-6-8

FOUND ALUM MON
NW CORNER
NW 1/4 OF
SECTION 23-6-8

OUTLOT 1

6.00' UTILITY
EASEMENT
PER PLAT

BADGER MILL CREEK

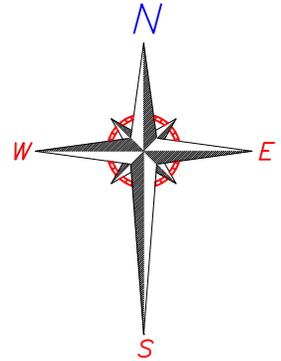
(REC AS
N48°30'00"E) 236.28'

(REC AS
N49°45'13"E) 229.38'

(REC AS
N52°14'47"W
86.86'
S53°30'00"E)

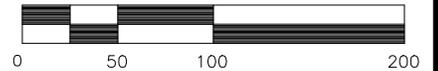
(REC AS
N51°22'30"E) 213.14'

(REC AS
S36°59'41"E
91.14'
S38°14'54"E)



LOT 158

SCALE: 1" = 100'



LOT 157

LOT 156

LOT 155

FOURTH ADDITION TO
EAST VIEW HEIGHTS

ARBOR VITAE PLACE

UNPLATTED LANDS
OWNER: DANE COUNTY

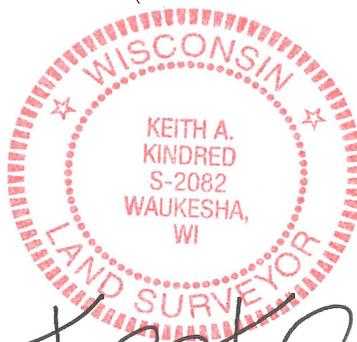
WEST LINE OF THE NW 1/4 OF SEC. 23-6-8

LOT 154

LOT 143

LOT 142

LOT 141



SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 1 OF 2

EXHIBIT "B"

Permanent Limited Easement

Part of Lot 157 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Beginning at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59'41" East along the Easterly line of said Lot 157 a distance of 31.12 feet; thence South 51°22'30" West 229.38 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14'47" West along said Westerly line 25.13 feet to the Northerly line of said Lot 157; thence North 49°45'13" East along said Northerly line 236.28 feet to the point of beginning.

Contains 6,471 square feet, 0.15 acres

Temporary Limited Easement

Part of Lot 157 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Commencing at the Northerly corner of Lot 157 of the Fourth Addition to East View Heights; thence South 36°59'41" East along the Easterly line of said Lot 157 a distance of 31.12 feet to the point of beginning of the lands to be described; thence continuing South 36°59'41" East along said Easterly line 60.02 feet; thence South 51°22'30" West, 213.14 feet to the Westerly line of Lot 157 of the Fourth Addition to East View Heights; thence North 52°14'47" West along said Westerly line 61.73 feet; thence North 51°22'30" East, 229.38 feet to the point of beginning.

Contains 13,276 square feet, 0.30 acres

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
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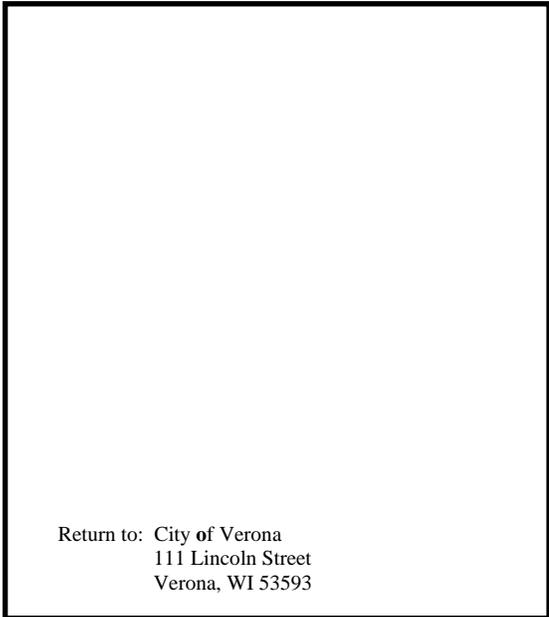


DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

PERMANENT SANITARY SEWER EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

IN CONSIDERATION OF the sum of Six Thousand and 00/100 Dollar (\$6,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Clay A. Donohoe and Jennifer L. Donohoe (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in Lot One Hundred Fifty-eight (158), Fourth addition to East View Heights Plat in the NW 1/4, NW 1/4, Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Return to: City of Verona
111 Lincoln Street
Verona, WI 53593

Tax Parcel I.D. 0608-232-2248-0

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, being Part of Lot 158 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Beginning at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27’47” East along the Northerly line of said Lot 158 a distance of 52.00 feet; thence South 51°22’30” West 126.65 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59’41” West along said Southwesterly line 31.12 feet to the Northwesterly line of said Lot 158; thence North 49°45’13” East along said Northwesterly line 86.06 feet to the point of beginning.

Contains 3,461 square feet, 0.08 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor

for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction except the replacement of trees, shrubbery, bushes, and undergrowth.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor's property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor's property may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

Temporary Construction Easement

A parcel of land contained within the following tract, being Part of Lot 158 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a varying width of land described as follows and depicted as temporary limited easement on attached Exhibit A.

Beginning at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 158 a distance of 52.00 feet to the point of beginning of the lands to be described; thence continuing South 88°27'47" East along said Northerly line 2.09 feet to the Northeasterly line of Lot 158 of the Fourth Addition to East View Heights; thence South 34°02'37" East along said Northeasterly line, 58.84 feet; thence South 51°22'30" West 125.26 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59'41" West along said Southwesterly line 60.02 feet; thence North 51°22'30" East, 126.65 feet to the point of beginning.

Contains 7,607 square feet, 0.07 acres, more or less.

The **temporary construction easement** is subject to the following terms and conditions:

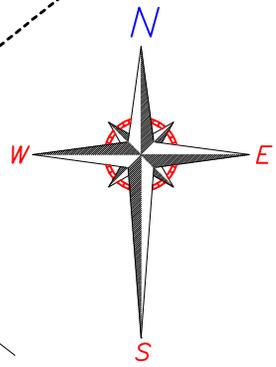
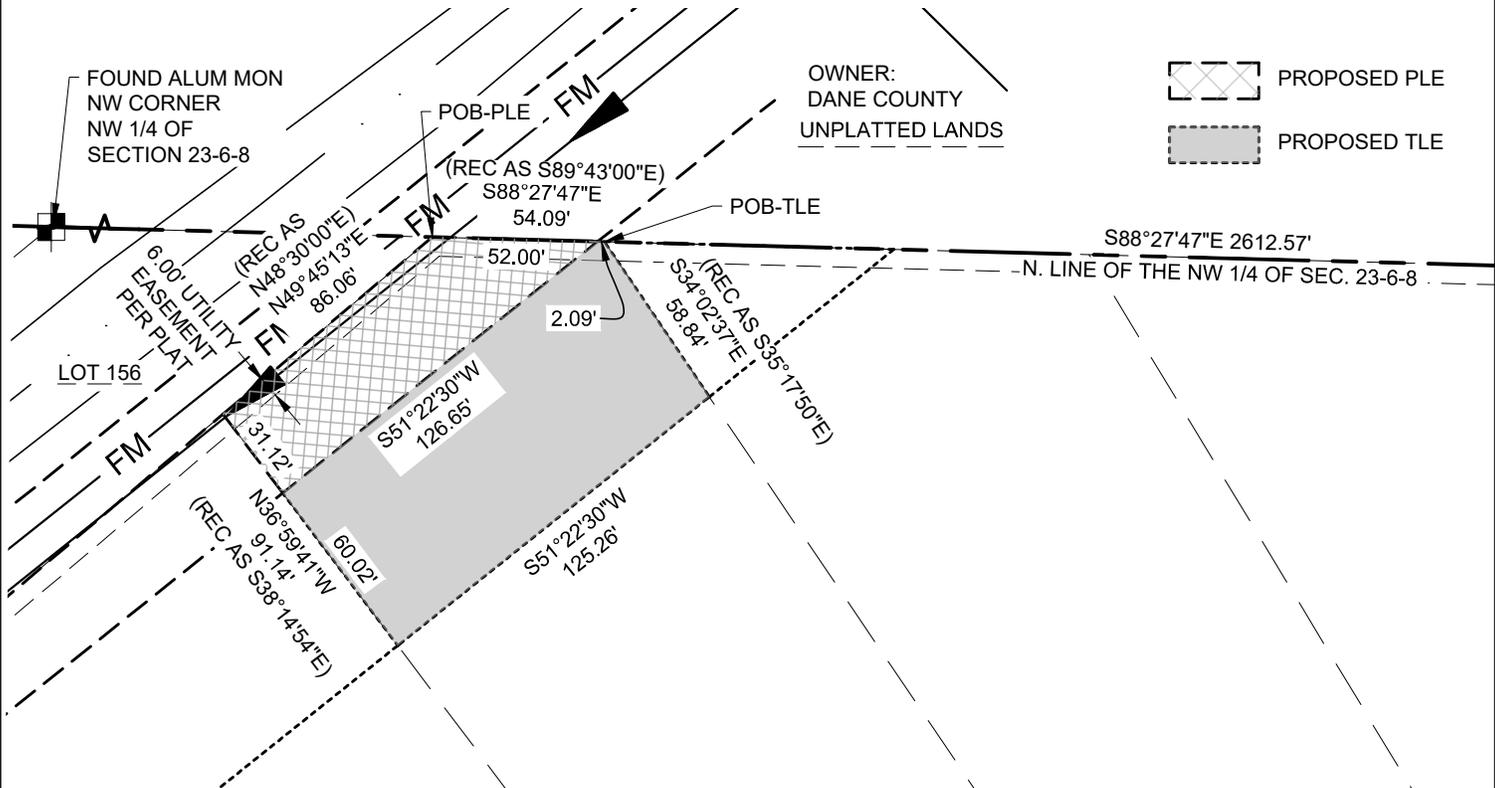
1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction. A series of Elm, Hackberry, Red Oak, Basswood, and Black Hills Spruce (or equivalent) will be re-established in the temporary easement areas by the Grantee at their cost during the restoration stage of the project. The trees will be of industry standard caliper size to ensure a height of greater than six (6) feet when installed.
4. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction

EXHIBIT "A"

FOUND ALUM MON
NW CORNER
NW 1/4 OF
SECTION 23-6-8

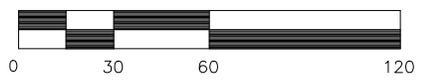
OWNER:
DANE COUNTY
UNPLATTED LANDS

 PROPOSED PLE
 PROPOSED TLE

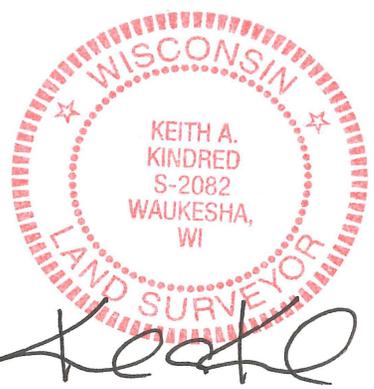


FOURTH ADDITION TO
EAST VIEW HEIGHTS

SCALE: 1" = 60'



SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT VERPW #150350
SHEET 1 OF 2

DATED THIS 5TH DAY OF MAY 2020

EXHIBIT "B"

Permanent Limited Easement

Part of Lot 158 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

Beginning at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 158 a distance of 52.00 feet; thence South 51°22'30" West 126.65 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59'41" West along said Southwesterly line 31.12 feet to the Northwesterly line of said Lot 158; thence North 49°45'13" East along said Northwesterly line 86.06 feet to the point of beginning.

Contains 3,461 square feet, 0.08 acres

Temporary Limited Easement

Part of Lot 158 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

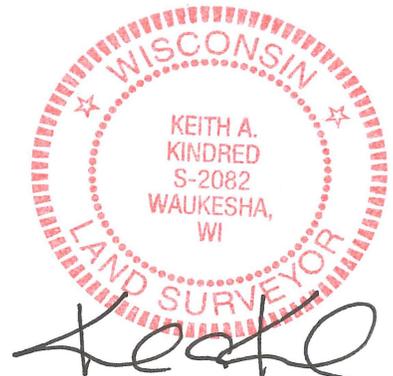
Commencing at the Northwest corner of Lot 158 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 158 a distance of 52.00 feet to the point of beginning of the lands to be described; thence continuing South 88°27'47" East along said Northerly line 2.09 feet to the Northeasterly line of Lot 158 of the Fourth Addition to East View Heights; thence South 34°02'37" East along said Northeasterly line, 58.84 feet; thence South 51°22'30" West 125.26 feet to the Southwesterly line of Lot 158 of the Fourth Addition to East View Heights; thence North 36°59'41" West along said Southwesterly line 60.02 feet; thence North 51°22'30" East, 126.65 feet to the point of beginning.

Contains 7,607 square feet, 0.17 acres

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



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501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
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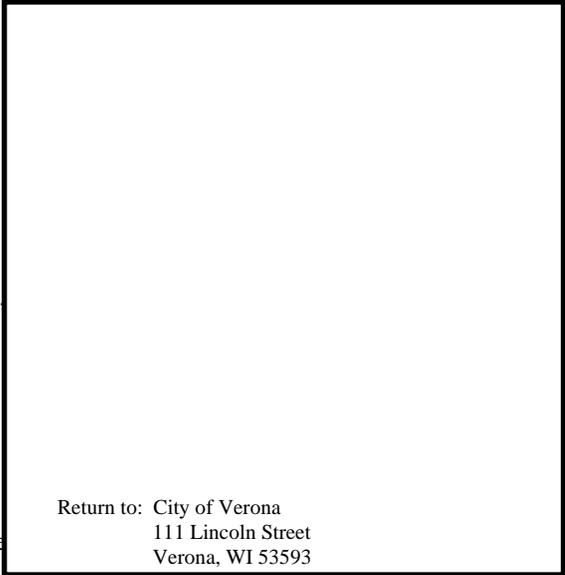


DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

TEMPORARY LIMITED CONSTRUCTION EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

IN CONSIDERATION OF the sum of One Thousand and 00/100 Dollar (\$1,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged Hofstetter Revocable Trust (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater adjacent to the property of the undersigned described as; located in Lot One Hundred Fifty-nine (159), Fourth addition to East View Heights Plat in the NW 1/4, NW 1/4, Section 23, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Tax Parcel I.D. 0608-232-2259-7

This right applies to the following described lands:

Temporary Construction Easement

A parcel of land within the following described tract, being Part of Lot 159 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being a triangle of land described as follows and depicted as Temporary Limited Easement on attached Exhibit A.

Beginning at the Northwesterly corner of Lot 159 of the Fourth Addition to East View Heights; thence South 88°27’47” East along the Northerly line of said Lot 159 a distance of 90.94 feet; thence South 51°22’30” West 74.20 feet to the Southwesterly line of Lot 159 of the Fourth Addition to East View Heights; thence North 34°02’37” West along said Southwesterly line 58.84 feet to the point of beginning.

Contains 2,176 square feet, 0.05 acres more or less.

The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of

planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.

3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction. A row of Black Hills Spruce (or equivalent) will be re-established at the rear lot line of the property by the Grantee at their cost during the restoration stage of the project.

4. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

EXHIBIT "A"

OWNER:
DANE COUNTY

UNPLATTED LANDS

PROPOSED TLE

FOUND ALUM MON
NW CORNER
NW 1/4 OF
SECTION 23-6-8

(REC AS S89°43'00"E)
S88°27'47"E
90.94'

LOT 156

POB-TLE

N. LINE OF THE NW 1/4 OF SEC. 23-6-8
S88°27'47"E 2612.57'

6.00' UTILITY
EASEMENT
PER PLAT

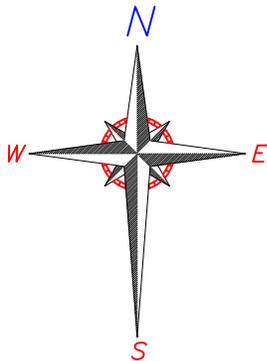
N34°02'37"W
58.84'
(REC AS S35°17'50"E)

S51°22'30"W
74.20'

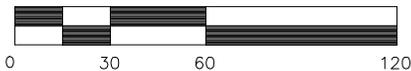
FOURTH ADDITION TO
EAST VIEW HEIGHTS

LOT 159

LOT 158

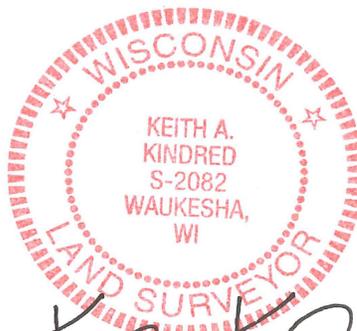


SCALE: 1" = 60'



SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



Keith A. Kindred

ARBOR VITAE PLACE



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT VERPW #150350
SHEET 1 OF 2

DATED THIS 5TH DAY OF MAY 2020

EXHIBIT "B"

Temporary Limited Easement

Part of Lot 159 of the Fourth Addition to East View Heights being part of the Northwest 1/4 of the Northwest 1/4 of Section 23, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

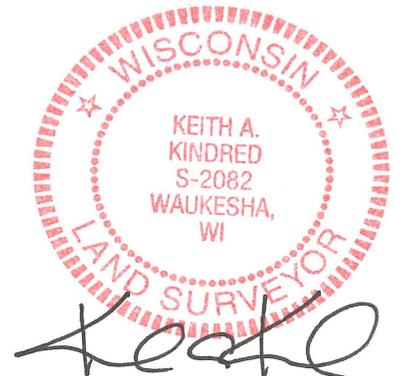
Beginning at the Northwesterly corner of Lot 159 of the Fourth Addition to East View Heights; thence South 88°27'47" East along the Northerly line of said Lot 159 a distance of 90.94 feet; thence South 51°22'30" West 74.20 feet to the Southwesterly line of Lot 159 of the Fourth Addition to East View Heights; thence North 34°02'37" West along said Southwesterly line 58.84 feet to the point of beginning.

Contains 2,176 square feet, 0.05 acres

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



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501 MAPLE AVENUE
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www.sehinc.com

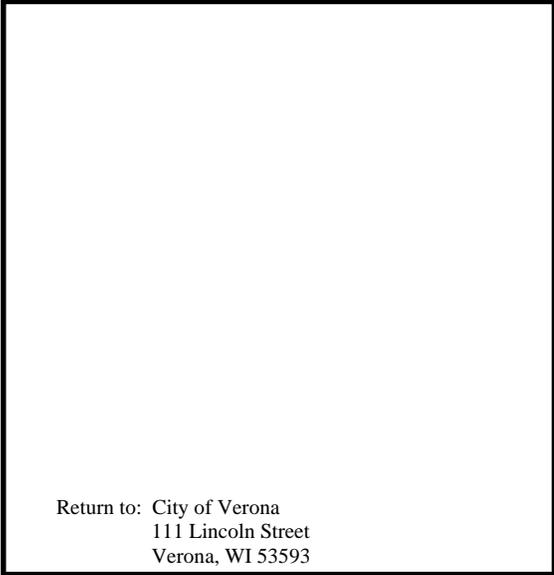


DATED THIS 5TH DAY OF MAY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

PERMANENT SANITARY SEWER EASEMENT

**City of Verona Eastside Sanitary Sewer Interceptor
MMSD Pumping Station 17 Forcemain Relief**

IN CONSIDERATION OF the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Dane County (“Grantor”) hereby grants to the City of Verona and Madison Metropolitan Sewerage District (“Grantee”) the right to construct, operate, repair, replace and maintain an intercepting sewer and any necessary appurtenance for the collection and transmission of house, industrial, and other wastewater in, above, and across the property of the undersigned described as; located in the SW 1/4, SW 1/4, Section 14, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin (Grantor’s property).



Tax Parcel I.D. 0608-143-9001-2

This right applies to the following described lands:

Permanent Easement

A parcel of land contained within the following tract, Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being an area of land described as follows and depicted as permanent limited easement on attached Exhibit A.

Commencing at the Southwest corner of the Southwest 1/4 of Section 14; thence South 88°27’47” East along the South line of said Southwest 1/4 a distance of 349.20 feet to the point of beginning of the lands to be described; thence North 51°22’30” East, 139.19 feet; thence North 38°39’11” West, 80.56 feet; thence North 51°20’49” East, 100.00 feet; thence South 38°39’11” East, 190.59 feet; thence South 51°20’49” West, 100.00 feet; thence North 38°39’11” West, 60.02 feet; thence South 51°22’30” West, 79.97 feet to the South Line of the Southwest 1/4 of Section 14; thence North 88°27’47” West along said South line 77.53 to the point of beginning.

Contains 24,538 square feet, 0.56 acres, more or less.

The **permanent easement area** is subject to the following terms and conditions:

1. A permanent easement as shown on the attached map Exhibit A and described on Exhibit B is granted to the City of Verona and Madison Metropolitan Sewerage District.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the permanent easement lands of the Grantor

for purposes of planning, design, construction, maintenance, ingress access, egress access, and access to adjoining permanent easement areas of the sewer lines.

3. All fences damaged or removed during construction shall be repaired or replaced in kind to a condition equal to or better than existing if present at the time of executing this easement.

4. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the permanent easement area will be restored, at the City of Verona and Madison Metropolitan Sewerage District expense, to a condition equal to, or better, than existed prior to construction.

5. After construction is completed the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of operation, maintenance, repair, replacement, ingress access, egress access, access to adjoining permanent easement areas, or alteration of the sanitary sewer. Following the completion of any such work, the City of Verona and Madison Metropolitan Sewerage District at its sole expense shall restore the surface of the land to its condition prior to the commencement of the work.

6. As a condition of this easement, no trees, no buildings or permanent structures are to be built over the sewer or placed within the permanent easement. If such structures are built and sewer operation, repair, replacement or maintenance require the partial or complete removal or demolition of the structures, the property owner shall be fully responsible for the expense of such removal or demolition and will not be entitled to any reimbursement from the City of Verona and / or Madison Metropolitan Sewerage District for repair or replacement of such structures. If such structures are not removed by Grantor, Grantee has the right to remove such structures and all costs shall be charged to Grantor's property. Permanent structures do not mean roads, parking lots, or temporary storage buildings that could be removed or torn down in case of an emergency. The City of Verona and/or Madison Metropolitan Sewerage District will not build any structures or parking areas within the easement area.

7. Any excess fill generated by the project on the Grantor's property may be disposed of on the Grantor's property as directed by the Grantor as long as a written third party agreement is executed between Grantor and contractor of the City of Verona and Madison Metropolitan Sewerage District. No changes in grades shall occur to adversely affect positive drainage or floodplain management zones.

8. Following installation of the sanitary sewers, no permanent grade changes (additional overburden or excavation cuts) shall be placed within the permanent easement without first obtaining approval of the City of Verona and Madison Metropolitan Sewerage District.

9. Following installation of the sanitary sewers but as part of the overall project the City of Verona will construct a paved maintenance path to access the sewers that will also

serve as a multi-use path for recreation users. City of Verona will own and maintain the maintenance path.

10. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

Temporary Construction Easement

A parcel of land contained within the following tract, Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin, being an area of land described as follows and depicted as temporary limited easement.

An area of land 50-feet in width; adjacent and parallel to the line of the permanent limited easement as described above.

Containing 0.70 acres, more or less.

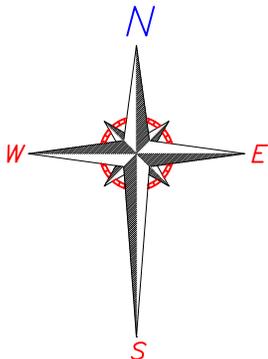
The **temporary construction easement** is subject to the following terms and conditions:

1. A temporary construction easement is granted to the City of Verona and Madison Metropolitan Sewerage District. The temporary construction easement shall expire upon completion of the project, which shall be no later than November 19, 2021.
2. Employees and contractors of the City of Verona and Madison Metropolitan Sewerage District shall have the right to enter upon the lands of the Grantor for purposes of planning, design, construction, ingress access, egress access, and access to adjoining temporary easement areas of the sewer line.
3. During the construction process, all disturbed surfaces (turf, topsoil, etc.) within the temporary construction easement area will be restored, at the City of Verona and MMSD sole expense, to a condition equal to, or better, than existed prior to construction.
4. The Grantee and/or its' agents shall indemnify, defend, and hold harmless the Grantor from all claims, damages, and liabilities arising from, or connected with, any construction work associated with the sanitary sewers, except that the Grantee shall not be responsible for such matters if caused by negligence of the Grantor.

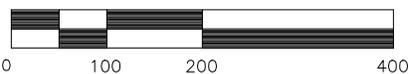


PHONE: 414.949.8919
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

EXHIBIT A



SCALE: 1" = 200'



OWNER: DANE COUNTY
 WEST LINE OF THE SW 1/4 OF SEC. 14-6-8

UNPLATTED LANDS
 FOUND ALUM MON
 SW CORNER
 SW 1/4 OF
 SECTION 14-6-8

UNPLATTED LANDS
 OWNER: DANE COUNTY

OUTLOT 1

POB-PLE

(REC AS S89°43'00"E)
 N88°27'47"W
 77.53'

LOT 158

LOT 159

FOURTH ADDITION TO
 EAST VIEW HEIGHTS

LOT 157

LOT 156

LOT 155

SANITARY SEWER
 EASEMENT
 DOC. #2780268

SEWER EASEMENT
 DOC. #2697031

SEWER EASEMENT
 DOC. #1500909

BADGER MILL CREEK

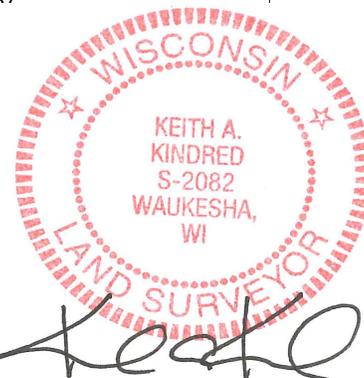


PROPOSED PLE
 REBAR FOUND

EASEMENT LOCATIONS BASED
 ON INFORMATION FURNISHED BY
 KNIGHT BARRY TITLE SERVICES,
 LLC TITLE POLICY NO. 1017360,
 DATED MARCH 14, 2019.

SOUTH LINE OF THE SW 1/4 OF SEC. 14-6-8
 S88°27'47"E 2612.57'

SURVEYOR:
 KEITH A. KINDRED, PLS S-2082
 SEH, INC.
 501 MAPLE AVE.
 DELAFIELD, WI 53018
 (414) 949-8919



DATED THIS 15TH DAY OF JULY 2020
 PROJECT VERPW #150350 SHEET 1 OF 2

EXHIBIT B

Permanent Limited Easement

Part of the Southwest 1/4 of the Southwest 1/4 of Section 14, T.6N., R.8E., City of Verona, Dane County, Wisconsin bounded and described as follows;

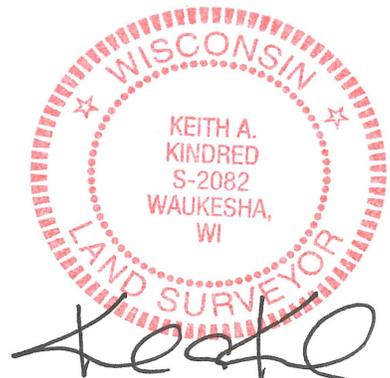
Commencing at the Southwest corner of the Southwest 1/4 of Section 14; thence South 88°27'47" East along the South line of said Southwest 1/4 a distance of 349.20 feet to the point of beginning of the lands to be described; thence North 51°22'30" East, 139.19 feet; thence North 38°39'11" West, 80.56 feet; thence North 51°20'49" East, 100.00 feet; thence South 38°39'11" East, 190.59 feet; thence South 51°20'49" West, 100.00 feet; thence North 38°39'11" West, 60.02 feet; thence South 51°22'30" West, 79.97 feet to the South Line of the Southwest 1/4 of Section 14; thence North 88°27'47" West along said South line 77.53 to the point of beginning.

Contains 24,538 square feet, 0.56 acres

SURVEYOR:
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PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



DATED THIS 15TH DAY OF JULY 2020
PROJECT VERPW #150350
SHEET 2 OF 2

**CITY OF VERONA
RESOLUTION NO. R-20-030**

**A RESOLUTION TO DECREASE THE EFFECTS
OF INSTITUTIONALIZED RACISM**

WHEREAS, on May 25, 2020, George Floyd, an African American man, died at the hands of four Minneapolis, Minnesota, police officers; and

WHEREAS, the actions of those four (4) Minneapolis, Minnesota, police officers do not represent the thousands of men and women that serve and protect their respective communities with the highest levels of professionalism, but their actions do impact the relationships between most communities and their police departments; and

WHEREAS, this act of intolerable violence and other similar acts that have occurred across this country are unpardonable and must serve as a wake-up call to every human being that recognizes life as both a gift and human right.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Verona, Dane County, Wisconsin, that:

- 1) The Common Council, the City Administrator, the Verona Police Department and all City employees join with America in sharing its sorrow; and
- 2) The Common Council recognizes that we all come from a common thread as a single human race and call on our country to recognize the value of human life; and
- 3) The Common Council fully supports and strongly endorses peaceful unification throughout this country opposing acts of violence against persons of color and those of different ethnicity, religions, beliefs or expressions, both now and in perpetuity; and
- 4) The Common Council calls upon our community to join with us in committing to introspective evaluation of ourselves as public servants, citizens and as fellow members of the human family; and
- 5) The City of Verona is a welcoming community and welcomes all persons of color and those of different ethnicity, religions, beliefs or expressions; and
- 6) The Common Council commits itself and the City Staff to be deliberate and intentional in its efforts to engage the community in constructive, honest, and substantive dialogue to better understand where racism exists and to adopt policies to abolish it. These actions must be concrete and intend to bring about

real change and we will consistently measure our success or failure to bring it about.

- 7) The Common Council directs the Personnel Committee to review all internal employee and hiring policies and goals to ensure the City has a diverse workforce that is reflective of our community. The Personnel Committee has established a pilot training program based upon the goals of this Resolution. Based on the success of the City's pilot training program, all City Staff will undergo and complete ongoing diversity, equity, and inclusion training.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk