



# City of Verona

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

Monday – April 27, 2020 – 7:00 P.M.

[www.ci.verona.wi.us](http://www.ci.verona.wi.us)

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

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

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

<https://zoom.us/j/95607256045>

Webinar ID: 956 0725 6045

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

312-626-6799

Webinar ID: 956 0725 6045

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

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

## **PUBLIC SPEAKING INSTRUCTIONS**

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

1. Call to order
2. Roll Call
3. Public Comments
4. Approval of Minutes from the April 13, 2020 Common Council meeting and the April 21, 2020 Common Council Organizational meeting
5. Mayor's Business
  - A. Consideration of candidates for District 2 Alderperson vacancy
  - B. Arbor Day Proclamation
  - C. Council member committee appointments
  - D. Citizen member committee appointments
6. Announcements
7. Administrator's Report
8. Engineer's Report
9. Committee Reports
  - A. Plan Commission**
    - (1) Discussion and Possible Action Re: PUBLIC HEARING on petition/Resolution No. R-20-012 to vacate and discontinue portions of Northern Lights Road and Cross Country Road
    - (2) Discussion and Possible Action Re: Resolution No. R-20-012 discontinuing portions of Northern Lights Road and Cross Country Road pursuant to WIS. Stat. § 66.1003
    - (3) Discussion and Possible Action Re: Quit claim between the City of Verona and Epic Systems Corporation
    - (4) Discussion and Possible Action Re: Resolution No. R-20-016 approving a lease agreement between the City of Verona and Epic Systems Corporation
10. New Business
  - A. Discussion and Possible Action Re: Payment of bills
  - B. Discussion and Possible Action Re: Small Business COVID-19 Support Program
  - C. Discussion and Possible Action Re: Ordinance No. 20-965 creating Section 2-4-8(g) of the Code of Ordinances relating to the City of Verona Small Business COVID-19 Support Program
  - D. Discussion and Possible Action Re: 2020 Fall elections
11. Adjournment

Luke Diaz, Mayor

POSTED: Miller's Market  
Verona City Hall  
City Website @ [www.ci.verona.wi.us](http://www.ci.verona.wi.us)

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

**CITY OF VERONA**  
**MINUTES**  
**COMMON COUNCIL**  
**April 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 7:00 p.m.
2. Roll call: Alderpersons Kate Cronin, Charlotte Jerney, Chad Kemp, Katie Kohl, Christine Posey, Heather Reekie and Evan Touchett were present. Also present: City Administrator Adam Sayre; Library Director Stacey Burkart; Senior Center Director Stephanie Ehle; Recreation Director Casey Dudley; Parks Director Dave Walker; Public Works Director Theran Jacobson; Chief of Police Bernie Coughlin; Acting Fire Chief Dan Machotka; Fitch-Rona EMS Director Patrick Anderson; City Engineer Carla Fischer; and City Clerk Ellen Clark.

Public Comment:

- Ted Higgins, Local 311 of the International Association of Professional Firefighters, AFL-CIO, discussed the City's Families First Coronavirus Response Act (FFCRA) Emergency Family and Medical Leave and Emergency Paid Sick Leave policies. The City first decided to exclude first responders from FFCRA. Some leave was added, but the number of hours of paid leave time was then called into question. The AFL-CIO proposed 96 hours; the City offered 72 hours. Because testing has been hard to come by, the AFL-CIO also asked that the requirement for a positive COVID-19 test be dropped. In addition, because first responders work 48-hour schedules, 72 hours will only cover three days' worth of work time. AFL-CIO is asking the City to increase the available leave time to 96 hours. Fears that this benefit will be abused are unfounded.
- Matt Miller, Verona firefighter spoke regarding the FFCRA leave for firefighters. He requested an additional 24 hours of available leave. The firefighters would like the same number of hours available to them as the EMS workers are getting, as they are living in the same space.
- Sayre read an email received from Kevin German, career firefighter with the City of Verona, regarding the FFCRA pandemic leave policy. He requested 96 hours of available leave time, to be in parity with the EMS workers.

3. Approval of the minutes from the March 9, 2020 Common Council meeting. Motion by Kohl, seconded by Touchett, to approve the minutes of the March 9, 2020 Common Council meeting. On roll call: Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye. Motion carried 7-0.
4. Mayor’s Business:
  - Diaz thanked City Staff for their work on the April 7<sup>th</sup> Election.
6. Announcements:
  - Kohl thanked the entire City Staff as they continue to work to make sure the City runs smoothly.
7. Administrator’s Report:
  - The deadline for submitting applications for the vacant District 2 Alderperson seat has been extended until Noon on Wednesday, April 22<sup>nd</sup> due to the Safer at Home order.
  - The deadline date for the Sugar Creek RFP has been pushed back to April 27, 2020 due to COVID-19, as well.
  - Paper Census questionnaire forms are being sent out by the Federal Government by mail this week to anyone that has not yet responded online or by phone. Please complete the questionnaire and mail it back to the Census Bureau.
8. Engineer’s Report:
  - Well 6 Pumping Station Construction: Due to COVID-19, only one trade will be allowed to work in the building at a time. This is expected to push completion back 6-8 weeks.
  - Verona Area High School Construction Traffic Improvements: Inside lanes are closed for a few weeks; then lane closures will be shifted to the outside lanes. Once asphalt paving is complete on the east side, traffic will be shifted to the new lanes and work on the west half will begin. Work is planned to begin shortly on Nine Mound Road and Paoli Street, with new turn lanes and median islands being installed.
  - CTH M Construction: The contractor intends to start work again on April 13, 2020.
  - Liberty Park Phase 4 Construction: Storm sewer on Ambition Street has been installed, with street construction to follow.
9. Committee Reports
  - A. **Plan Commission**
    - (1) Discussion and Possible Action Re: Resolution No. R-20-013 approving a certified survey map to modify the shared property lot line between existing lots 9 and 10 of the Verona Technology Park plat located at the corner of Thousand Oaks Trail, and John P. Livesey Boulevard. Motion by Kohl, seconded by Cronin, to approve Resolution No. R-20-013 approving a certified survey map to modify the shared property lot line between existing lots 9 and 10 of the Verona Technology Park plat located at the corner of Thousand Oaks Trail, and John P. Livesey Boulevard.

On roll call: Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin– Aye; Alder Jerney – Aye; Alder Kemp– Aye. Motion carried 7-0.

- (2) Discussion and Possible Action Re: Resolution No. R-20-014 approving a certified survey map to create one (1) lot located at 319 Lincoln Street. Motion by Kohl, seconded by Kemp, to approve Resolution No. R-20-014 approving a certified survey map to create one (1) lot located at 319 Lincoln Street. The proposed certified survey map was submitted by the City to acquire land to be used for public utility purposes. On roll call: Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye. Motion carried 7-0.

**B. Public Works/Sewer & Water Committee**

- (1) Discussion and Possible Action Re: Awarding contract for Project 2020-107, Rapid Rectangular Flashing Beacon pedestrian improvements. Motion by Touchett, seconded by Kemp, to award the contract for Project 2020-107, Rapid Rectangular Flashing Beacon pedestrian improvements. This project consists of the installation of RRFB units at North Main Street and St. Andrews Church driveway; North Nine Mound Road and Edward Street; South Nine Mound Road and Military Ridge State Trail; and Whalen Road and Military Ridge Drive. Cummings and Turk came in with the lowest bid. The contract is not to exceed \$20,905.

Posey is very happy to see this project moving forward.

Touchett stated other locations are also being considered, and will be based on budget.

On roll call: Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye. Motion carried 7-0.

- (2) Discussion and Possible Action Re: Developer’s agreement for Kettle Creek North Phase 3 public improvements. Motion by Touchett, seconded by Kemp, to approve a developer’s agreement for Kettle Creek North Phase 3 public improvements. Construction is slated to begin in late April, 2020, and will be substantially completed on or about September 30, 2020. On roll call: Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye. Motion carried 7-0.
- (3) Discussion and Possible Action Re: Professional services agreement with JT Engineering for inspection service for development of the “Woods at Cathedral Point”. Motion by Touchett, seconded by Cronin, to approve a professional services agreement with JT Engineering for inspection service for development of the “Woods at Cathedral Point”, contingent upon legal counsel review. The contract amount shall not exceed \$96,810. On roll call: Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie

– Aye; Alder Touchett – Aye. Motion carried 7-0.

- (4) Discussion and Possible Action Re: Intergovernmental agreement for the Madison Area Municipal Storm Water Partnership. Motion by Touchett, seconded by Kemp, to approve an intergovernmental agreement for the Madison Area Municipal Storm Water Partnership. This is a four-year renewal agreement as part of our Municipal Separate Storm Sewer System permit.

Reekie asked if there are any changes to this agreement considering the flooding of last year.

Fischer replied this is a stormwater partnership, which is more about water quality education and outreach than flooding. There are no large public works or infrastructure projects as part of this agreement.

On roll call: Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye. Motion carried 7-0.

- (5) Discussion and Possible Action Re: Amendment No. 1 for Construction Related Services with AECOM at Project ID 2017-115, Well 6. Motion by Touchett, seconded by Kemp, to approve Amendment No. 1 for Construction Related Services with AECOM at Project ID 2017-115, Well 6. On roll call: Alder Jerney - Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye. Motion carried 7-0.

## 10. New Business

- A. Discussion and Possible Action Re: Payment of bills. Motion by Kemp, seconded by Cronin, to pay the bills in the amount of \$1,432,887.81. On roll call: Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye. Motion carried 7-0.
- B. Discussion and Possible Action Re: Approving a landscaping agreement with 841 North Main Street, LLC to allow landscaping on City property. Sayre explained this agreement is required by the developer as a condition of approval for a site plan and conditional use permit for a 100-unit age restricted senior housing facility at 841 North Main Street. No remarks concerning the draft landscaping agreement have been received from adjoining property owners. Motion by Kohl, seconded by Cronin, to approve a landscaping agreement with 841 North Main Street, LLC to allow landscaping on City property. On roll call: Alder Kohl – Aye; - Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye. Motion carried 7-0.
- C. Discussion and Possible Action Re: Updates from City Departments on COVID-19 pandemic.

City Administrator Adam Sayre and Department Heads Ellen Clark, Stacey Burkart, Stephanie Ehle, Casey Dudley, Dave Walker, Theran Jacobson and Bernie Coughlin reported on innovations and modifications being made in each of their departments

in response to the COVID-19 pandemic.

Adam Sayre, City Administrator, reported Staff has been working on several policies to address COVID-19 issues. There is a hiring freeze, of sorts, especially for part-time positions. We will try to fill those slots with employees that are now losing hours because their buildings are closed. Many people helped with the April 7<sup>th</sup> Election. The administration side of the city hall building is closed to the public. People should use the drop boxes in the parking lot and inside the front entrance to drop bill payments, building permit applications, and other items. Finance Department employees will be coming in to pay bills and complete payroll. Building inspections are continuing, with building inspectors splitting their time between city hall and home. Developers are very cautious now, as they are not sure how long COVID-19 will be hanging over their heads.

Ellen Clark, City Clerk, reported most COVID-19 issues in the Clerk's office have been related to the election. She thanked City Staff for their help both preparing for and executing the Election on April 7<sup>th</sup>. Extended hours for early voting were eliminated and in-person hours were limited. Sneeze guards were engineered and assembled by Simon Hesch and Public Works Staff. Masks and gloves were supplied by the City, and large bottles of hand and surface sanitizer were supplied by the Wisconsin Elections Commission. Six-foot intervals were marked on the floors of both polling places to assist with social distancing. We were also fortunate enough to have ten Wisconsin National Guard members assigned to Verona, as well as several City employees working as election inspectors on Election Day. The total number of voters for the April 7<sup>th</sup> Election was 5,170. Of those, 4,370 voted absentee.

Stacey Burkart, Library Director, reported the library has been closed since March 16<sup>th</sup>. Library Staff are working from home, and the Youth Services Staff offering several programs a week online using Facebook Like and Zoom. There are also adult programs on the calendar, while more are being developed. Staff is available to the public by phone, email and online media. Staff is promoting the library's many online resources and audio books, as well. Library materials are automatically renewed until May 1<sup>st</sup>. Staff are also participating in online continuing education and webinars.

Stephanie Ehle, Senior Center Director, reported the Senior Center has also been closed since March 16<sup>th</sup>. Staff has been working from home for the most part. Meals on Wheels are being delivered once per week on Tuesday, with each delivery containing a week's worth of food. They are currently taking meals to 18-20 people per week. They are working with Badger Prairie Needs Network, Festival Foods, TNT's Catering, Miller's, and Dane County Consolidated Foods to put together the meals. In addition, The 5<sup>th</sup> Quarter, The Draft House, and Café Hollander at Hilldale have donated food. Transit Solutions is running Monday through Friday, and is helping with delivery of meals. Senior Center Case Managers are making about 150 calls per week, and are finding new ways to connect with seniors. Staff are also participating in online continuing education and webinars.

Casey Dudley, Recreation Director, reported the department has also been closed since March 16<sup>th</sup>, and is in a holding pattern now. The longer the Stay at Home Order continues, the more difficult it will become to continue spring and summer programs. Spring soccer was scheduled to begin today, but has been pushed back until at least May. Two virtual learning engineering courses have begun. There have been some requests for registration fee refunds for cancelled classes. People are being given the opportunity to take classes at a later date, but refunds will likely be necessary for the soccer program. Dudley is hoping for guidance from the Dane County Public Health Department in the next couple of weeks.

Dave Walker, Parks Department Director, reported the department has been at half-staff for the last three weeks. He reports to the office as needed, and is also working from home. The parks are being used quite heavily, though all shelters and playgrounds are closed. Because Recreation Department programs are not beginning on schedule, Parks Department Staff have a lighter workload than usual for this time of year. The workload will be getting closer to normal soon, however, as mowing and tree planting will begin in the next few weeks.

Theran Jacobson, Public Works Director, reported the office has been closed since March 16<sup>th</sup>. The recycling center is open, however e-waste, tires and oil are not being accepted at this time. Office staff capable of working from home are doing so. Staff working outside are segregated by working inside their equipment. Necessary meetings are being conducted remotely. There are currently no plans to postpone or reschedule the City's capital improvement projects, such as asphaltic rehabilitation, chip sealing, etc.

Bernie Coughlin, Chief of Police, provided a timeline of dates and actions taken by the Police Department in response to COVID-19. The department has taken a conservative, calculated and reasonable approach to the pandemic. Officers have been suspended from EMS where law enforcement is not needed. Ride-alongs and unnecessary face-to-face calls have also been suspended. March 17<sup>th</sup> Ordinance No. 20-964 was drafted to aid officers in enforcing Governor Ever's Stay at Home Order. Limits to in-custody arrests are now in place, and April and May inservice sessions have been suspended. Squads are being cleaned with a bleach water solution, as well as a peroxide based solution. LTE clerical workers have been suspended, and some full-time clerical shifts have been modified.

Dan Machotka, Acting Fire Chief, reported they are still responding to calls, and concern about exposure is rising among Staff. The fire station is closed to the public, with only duty crews and Chief level officers in-house at any point in time. All in-person trainings and meetings have been suspended. Fire inspections have also been suspended. Call volume has slowed a bit, and Staff is doing more disinfecting and cleaning of their equipment. At this time, the department has enough personal protective equipment to keep Staff safe. He reported that COVID-19 testing is available to first responders and fire fighters.

Patrick Anderson, Fitch-Rona EMS Director, reported they are still up to 100% staff. Zoom meetings are conducted with Staff two days a week, and contingency plans are being developed. Contingency plans have been working on. Currently, they have enough personal protective equipment on hand, and Verona Safety Supply donated a large supply of N-95 masks. Additional donations included gowns and face shields from SSM and UW Health, as well as the Verona School District; and hand and surface sanitizer from Yahara Bay Distillery. In addition, Verona Pharmacy has been getting medications to them at cost. Staff has been using dioxide-based cleaners from Orrin Technologies in Verona that can be used on a larger scale for disinfecting of vehicles, equipment and buildings. As another protective step, Staff is treating every patient as if they are COVID positive.

Sayre asked the Council to support local businesses as much as possible. Any opportunity to support small business is critically important at this point.

- D. Discussion and Possible Action Re: Resolution No. R-20-015 Declaration of Emergency in the City of Verona and Authorization of Joint Executive Authority to Implement Necessary Measures in Response to COVID-19. This Resolution ratifies the Mayor's Emergency Proclamation due to COVID-19 executed on March 16, 2020. The Common Council is declaring a Local State of Emergency until such time that the State of Wisconsin's public health emergency declaration is lifted. The action also directs City Staff to track expenses for potential reimbursements that might become available.

Diaz asked what impacts the City has seen from the declaration being in place.

Sayre replied some general COVID-19 policies were put in place with the approval of the Mayor, and two personnel policies related to COVID-19 are waiting to be voted on by the Council this evening. The City generally has not seen a huge impact from the COVID-19 pandemic. We have purchased a large supply of cleaners and sanitizers that we would not normally purchase, and have pre-ordered some other items. The City's sick leave policy covers time off situations. That policy has been expanded to include taking time off for dependents. As the situation goes on, there could be a cost issue involved. This Resolution will allow Sayre or Diaz to act and/or spend City funds without Council approval for emergency situations related to COVID-19, should it become necessary.

Diaz stated he does not foresee this happening, but it is good to have such a policy in place, should it be needed.

Motion by Kohl, seconded by Touchett, to approve Resolution No. R-20-015 Declaration of Emergency in the City of Verona and Authorization of Joint Executive Authority to Implement Necessary Measures in Response to COVID-19. On roll call: Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye. Motion carried 7-0.

- E. Discussion and Possible Action Re: Families First Coronavirus Response Act and the Public Health Emergency: Emergency Family and Medical Leave and Emergency Paid Sick Leave Policies. The Families First Coronavirus Response Act (“FFCRA”) which expanded the Family and Medical Leave Act (Emergency Family and Medical Leave Expansion Act) and created a paid sick leave entitlement (Emergency Paid Sick Leave Act) for all eligible full and part-time employees was signed into law on March 18, 2020. by President Trump. This leave would allow an eligible employee to take up to twelve (12) weeks of paid leave for COVID-19 related absences. Two (2) of the 12 weeks would be paid at 100% of the employee’s regular salary if the employee is sick or quarantined with COVID-19 or COVID-19 related symptoms. Another 10 weeks, paid at two-thirds of the employee’s salary, is available for employees who need to care for a sick or quarantined family member or to care for children who cannot be in school or childcare due to COVID-19. The provisions of FFCRA became effective on April 1, 2020. Within the FFCRA is a provision which allows local governments to exempt “emergency responders” and “health care providers” from provisions of the FFCRA. The purpose of the exemption language is to allow local governments to identify those categories of employees whose continued work in their respective roles is vital and necessary for the local response to COVID-19. The policy defines which positions are considered “first responders” and qualify for exemptions in the FFCRA, including Police and Fire Department staff. To address concerns of the need for emergency paid sick leave for these emergency responders who are exempted from the FFCRA, Staff developed a separate two-week paid leave policy for those exempted employees who may be unable to work because of a positive COVID-19 test, care for a family member who has tested positive or need for quarantine due to exposure. This emergency paid leave policy has been reviewed and accepted by the Police Department and union. The Fire Department union has not accepted the emergency paid leave at this time. The policy was put into place by the Mayor and City Administrator. Because the policy has leave components, it must be approved by the Common Council. The Fire Department has not accepted the emergency paid leave at this time.

Kohl stated she is in favor of 96 hours of leave for the firefighters, to create parity with other employees in the city, who have two weeks’ leave available.

Touchett asked what the thought process was regarding the number of hours being made available to each department.

Sayre replied the same offer that was made to the Police Department was also made to the Fire Department union. That offer included 96 hours of leave time, and two criteria: that the employee test positive for COVID-19, or that a member of the immediate family living in the household test positive for COVID-19. A verbal agreement was made to this offer between Staff and Ted Higgins. The following day, some additional demands were made by the union. Our responsibility as Staff is to be able to fully staff the Fire Department. If the City does not hold to the positive COVID-19 test criteria, it may cause issues for us to be able to fully staff the department. We settled at 72 hours for the Fire Department because we made some additional concessions on the eligibility criteria that are different than those for the Police Department.

Touchett's position is to trust the City. When one department tries to pick favorite pieces out of a policy, that is not fair to the other departments.

Kohl asked if Acting Fire Chief Machotka thinks there will be a staffing issue, and if it will be abused.

Sayre replied this is time made available above and beyond the normal sick leave that is offered by the City. There is a risk with any department that this could be abused.

Kemp wants to be fair to all individuals serving and protecting the City at a time like this. He is failing to understand why one department is being offered 80 hours, while another is being offered 72 hours.

Sayre replied we went into this knowing that we are not required to offer any paid leave time, but we felt it was the right thing to do. The Police Department would have more hours available, but the criteria for using it would be more limited.

Posey stated the two week time frame has to do with disease transmission, and asked if testing access will impact this.

Kohl stated she would like to trust our public servants, as they need the support. She does not think it will be abused, as they know they will probably need the leave at some point.

Jerney asked if the number of hours for the Fire Department could be increased to 80, to be in line with what is being given to the Police Department.

Cronin agrees that keeping things on a level playing field is important. The fact that they are housed with Fitch-Rona EMS and on the same schedule is good reason to bring the time off up to 96 hours.

Kemp stated first responders should have the same amount of hours available to them. He is concerned about the broader opportunities that the Fire Department will have to use this time off.

Sayre replied the Fire Department initially had the same two criteria as the Police Department, and were offered 96 hours of paid leave time. That was not acceptable to the Fire Department. This is a counter proposal.

Jerney asked if the Fire Department would be excluded from paid leave time if this is voted on as it currently exists.

Sayre replied the Fire Department union would have to sign off on any agreement. The Council could modify the Resolution in any way they like, and the Fire Department union would have to sign off on it.

Kohl believes 80 hours is not enough for the Fire Department because of their schedule.

Touchett stated he is comfortable with 80 hours, and the same criteria as was offered to the Police Department. If we are allowing this special time for COVID-19, it should be used for COVID-19.

Motion by Touchett, seconded by Kemp, to amend the offer to the Fire Department to match the offer accepted by the Police Department, which is 80 hours of paid leave time and the following eligibility criteria:

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

Kohl stated no other fire department represented by the union is requiring a positive test result. First responders have better access to testing, but their family members do not. We should follow the CDC guidelines, which say people should not go to work if they have COVID-like symptoms.

Diaz does not want anyone to feel like they are not appreciated.

On roll call: Alder Reekie – Aye; Alder Touchett – Aye; Alder Cronin – No; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – No; Alder Posey – No. Motion carried 4-3, with Cronin, Kohl and Posey voting no.

- F. Discussion and Possible Action Re: Ordinance No. 20-964 amending Section 11-1-1 of the Code of Ordinances relating to violations of law relating to health. This ordinance amendment will clarify that the City is able to enforce the Governor’s Safer at Home Order. Motion by Kemp, seconded by Touchett, to approve Ordinance No. 20-964 amending Section 11-1-1 of the Code of Ordinances relating to violations of law relating to health. On roll call: Alder Touchett – Aye; Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye. Motion carried 7-0.
- H. Discussion and Possible Action Re: Approval of operator licenses. Motion by Touchett, seconded by Reekie, to approve operator license applications as presented by the City Clerk. On roll call: Alder Cronin – Aye; Alder Jerney – Aye; Alder Kemp – Aye; Alder Kohl – Aye; Alder Posey – Aye; Alder Reekie – Aye; Alder Touchett – Aye. Motion carried 7-0.

11. Adjournment:

Motion by Touchett, seconded by Reekie, to adjourn at 9:28 p.m. Motion carried 7-0.

Ellen Clark  
City Clerk

**CITY OF VERONA**  
**MINUTES**  
**COMMON COUNCIL ORGANIZATIONAL MEETING**  
**April 21, 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. The meeting was called to order by Mayor Diaz at 6:32p.m.
2. Roll Call: Alderpersons Kate Cronin, Charlotte Jerney, Chad Kemp, Katie Kohl, Christine Posey, Heather Reekie and Evan Touchett were present. City Administrator Adam Sayre, and City Clerk Ellen Clark were also present.
3. Oath of Office for Elected Officials  
City Clerk Clark administered the oaths of office re-elected Mayor Luke Diaz, and re-elected Alderpersons Chad Kemp – District 1; Katie Kohl – District 2; Kate Cronin – District 3; and Evan Touchett – District 4.
4. Mayor’s Business  
Diaz explained the business of the organizational meeting. Citizen member committee appointments and additional Council member committee appointments will be presented at the April 27, 2020 Common Council meeting.
  - A. Election of the Council President  
Mayor Diaz asked for nominations for 2020-2021 Common Council President. Alderperson Reekie nominated Alderperson Kemp as the Common Council President. There were no other nominations. Motion by Reekie, seconded by Kohl, to approve the nomination of Alderperson Kemp as the 2020-2021 Common Council President. Motion carried 7-0.
  - B. Selection of the City Council Representative to the Plan Commission  
Mayor Diaz asked for nominations for the City Council Representative to the Plan Commission. Alderperson Cronin nominated Alderperson Kohl as the City Council Representative to the Plan Commission. There were no other nominations. Motion by Kemp, seconded by Cronin, to approve the nomination of Alderperson Kohl as the 2020-2021 City Council Representative to the Plan Commission. Motion carried 7-0.
  - C. Appointment of Citizen Members to the Plan Commission  
Mayor Diaz appointed Mike Hankard as a citizen member to the Plan Commission, with a term expiring April 30, 2023.

D. Committee Appointments

Mayor Diaz presented the 2020-2021 Council Member Committee Appointments for confirmation by the Common Council:

**FINANCE COMMITTEE**

Chad Kemp, Chair  
Kate Cronin  
Christine Posey

**PERSONNEL COMMITTEE**

Chad Kemp, Chair  
Heather Reekie  
Charlotte Jerney

**PUBLIC SAFETY & WELFARE COMMITTEE**

Heather Reekie, Chair  
Katie Kohl  
Evan Touchett

**PUBLIC WORKS, SEWER & WATER COMMITTEE**

Evan Touchett, Chair  
Vacant  
Chad Kemp

**SENIOR CITIZENS COMMITTEE**

Katie Kohl, Chair  
Christine Posey  
Charlotte Jerney

Motion by Kohl, seconded by Kemp, to confirm the 2020-2021 Mayoral Committee appointments. Motion carried 7-0.

E. Announcements

Sayre reminded the Council of the Common Council meeting coming up on April 27<sup>th</sup>. Citizen board and commission members will be appointed at this meeting.

5. Adjournment

Motion by Cronin, seconded by Kemp, to adjourn the meeting at 6:48 p.m. Motion carried 7-0.

Ellen Clark, City Clerk

Application for Alder position District 2. Dennis Beres 3/25/20 Attention Ellen Clark City of Verona Clerk

Biography for Dennis Beres: Owner Beres Financial Services 2007 to present.

Financial consulting with businesses ,individuals and families to promote their financial security through planning and implementation of life insurance annuities and other financial products.

Previous career has been entirely focused on financial services representing various companies in insurance and investments. I have taken numerous continuing education courses and industry seminars on business, taxation, estate and retirement planning. This training allowed me to help people throughout Wisconsin with their financial plans for many years. I have served in industry leadership on Agent Advisory Councils and lead seminars to help other members of my profession in their education.

Civic engagement: Elected office as School Board member from 2002 to 2017 representing the City of Verona portion of the Verona Area School District. I served on various committees over the years including: Finance,Personnel, and Building and Grounds giving me a broad base of knowledge to help guide decision making at the board level building budgets, planning future projects, negotiating contracts with vendors and unions. President of the board from 2009 to 2017.Served on numerous volunteer committees and spoke at seminars across the state for Wisconsin Association of School Boards. Currently Vice President of St. James Lutheran Church in Verona.

Education: BA in History from the University of Wisconsin Madison.

Contact information: Dennis Beres 770 Aspen Ave. Verona WI 53593

email:dennyb@elverpermit.com

Cell 608-575-9537 Business/home 608-845-9305.

## Application for District 2 Alder Vacancy Dennis Beres 3/25/20 Answers to Questions Required.

Question 1: I have decided to put myself forward for this position in a continued desire to help serve this community that I have come to love as my own hometown. I have a desire to help and the events of the past few weeks solidified this desire. The coming period will not be easy to navigate and while no one has ever seen anything quite like this I have been in business and local government through several economic downturns and might have some insights to help guide us through this crisis. Any person coming on to the council without experience could require a long ramp up period to really be able to delve into the situation. My service on the VASD board has given me a good grasp of most city issues and I would not require too long to get up to speed. Of course there are differences in budgeting and other nuances in operations between the city and the district that I would need coaching on but not as much as the typical resident. To sum up, I stand ready to serve if needed.

Question 2: As I previously mentioned I feel I am uniquely qualified to serve in this position due to my business background my service on the school board and my almost 30 years residency in district 2 give me broad connections throughout the city and area. I can help bring different perspectives to the council representing the business community, seniors, long term residents as well as the many people who newly call Verona home. I have made many contacts throughout the district and area wide as well. I have had multiple contacts with other officials in nearby communities that will help in our relationships with our neighbors.

Question: 3 VASD board 15 years .I served on the Downtown Steering Committee 2013. I was a member of Intergovernmental Development Advisory Committee for 15 years. Currently I am St. James Congregational Council Vice President. Volunteer for many non profits and youth organizations over the years including Verona Little League and Badger Prairie Needs Network.

Question 4: My service on the school board perfectly illustrates this point. I was able to navigate some of the most emotion raising decisions the board ever faced. We had a very diverse board of all political points of view. Over the years we were able to craft policy that many times had broad support. We were able to respectfully present all viewpoints and then get behind the solution as a group. Always trying to keep decorum through highly emotional situations including school boundary changes and budget cuts. I was on the board through the last recession and the time of act 10 and helped negotiate solutions to the insurance and post retirement benefits that caused much upset with our staff. These were just a few of the difficulties faced that led to respectful discussions between people with very strongly held, widely divergent viewpoints.

Question 5: The most important issues facing Verona continue to be development based. We must continue to foster future growth of our business community. Ensuring that high quality, family supporting jobs thrive in our city. We must continue to work on our residential housing stock including existing housing, multi-family housing opportunities and securing good new construction. Maintenance of our existing city service structure is always a challenge even in the best of times. I am concerned that if financial uncertainties continue for any length of time budgets and services offered by the city will be under stress. So 1) Business development, 2) Residential housing, 3) Maintain existing infrastructure and city services are the issues I see.

Question 6: I think the city needs to keep focused on the future as development continues. We need to identify the types of development wanted by our community. Stay focused on the larger picture of what we want our city to look like for future generations as well as improvements for the present. I think the Sugar Creek school site redevelopment is a great example of this. It is very important to get that right. The effects of that site will be long lasting on our community. We must also continue to try to balance immediate new construction against ensuring that existing businesses are thriving. The downtown continues to be daunting but critical to our city. We must also fill our existing spaces with thriving local businesses all across the city. Also as we add new infrastructure we must maintain and if possible improve existing infrastructure. I see storm water management as a critical issue over this time period.

Question 7: I anticipate no conflicts of interest on the council. In the unlikely event a conflict arises I would abstain from voting. If I am appointed I will always try to act in the best interests of our city.

Question 8: I am fully available to attend meetings as needed. Occasional travel is usually flexible as is my business schedule.

Question 9: I have learned in life to never say never, however I have no plans to run for this position. The best solution is for at least two candidates to come forward so that we might have a robust debate on the issues facing our city.



# CHARLIE A. RYAN, MS-Nonprofit Management

608.807.9420

charliearyan@icloud.com

649 Tamarack Way, Verona, WI 53593

## Profile

Originally from Wisconsin, with over 20 years experience in social services and nonprofit organizations, in senior leadership roles in the USA, UK, and Australia. Experienced in developing strategic partnerships with community groups, government agencies, staff, and volunteers to identify community needs, then develop, implement, and provide oversight of sustainable programs which achieve measurable goals and maximize return on investment. Charlie and his family returned to Verona from Australia in 2013. Charlie's wife, Rebecca Ryan, is a Special Education teacher at VAHS and all three of their children have attended Verona schools.

## Experience

### **DIRECTOR BEHAVIORAL HEALTH DIVISION**

VISTA CARE ([VISTACARE.ORG](http://VISTACARE.ORG))

REGIONAL- WISCONSIN

11/2018-PRESENT

*Vista Care provides High Acuity Behavioral Health Services for members who have had multiple failed placements and multiple stays in state institutions due to behavioral challenges.*

Member of the Executive Management Team responsible for the strategic development and implementation of High Acuity Behavioral Health services across the state of Wisconsin.

### **AREA DIRECTOR**

DUNGARVIN WISCONSIN, LLC ([DUNGARVIN.COM](http://DUNGARVIN.COM))

MADISON, WISCONSIN

06/2013-10/2018

*Dungarvin is a national organization providing supports to approximately 4,000 individuals with varying support needs across 14 states under the Medicaid Home and Community Based Waiver.*

Member of the Senior Management Team responsible for the strategic development and implementation of a broad range of disability services across the state of Wisconsin

### **GROUP MANAGER REGIONAL & DISABILITY SERVICES**

ANGLICARE SOUTHERN QUEENSLAND ([ANGLICARESQ.ORG.AU](http://ANGLICARESQ.ORG.AU))

BRISBANE, AUSTRALIA

08/2007-01/2013

*Anglicare Australia is the social and community services arm of the Anglican Church of Australia which seeks to engage with all Australians to build communities of resilience, hope and justice.*

Member of the Executive Management team responsible for the strategic development and implementation of a broad range of human and social services for our community.

## Scope of Work

- **Refugee Resettlement Service**- Partnership with the United Nations High Commissioner for Refugees (UNHCR) and Australian Government, Department of Immigration and Citizenship for the provision of refugee settlement services including relocation, temporary & long-term housing, Torture & Trauma counseling services, ESL tuition, school enrollment for children, cultural awareness training, job training/search. Successfully liaised with the UNHCR, Australian Government, community groups and volunteers to resettle over 1,000 refugee families and unaccompanied minors to Australia from, primarily, African countries such as South Sudan, Liberia and Democratic Republic of the Congo.

- **Aged Care Community Transport-** Contracted with the Queensland State Government, Department of Communities for the provision of transport services assisting the frail and aged community to access medical appointments, accessing the community, grocery shopping and attending social outings with a core team of paid staff who supported approximately 100 volunteers.
- **Disability Services-** Contracted with the Queensland State Government, Disability Services Queensland in Australia and Managed Care Organizations (MCOs) in the state of Wisconsin for the provision of a range of services including 24/7 Supported Accommodation, community-based respite services, daily living skills training, and community integration programs.
- **Homeless & Mental Health Services-** Contracted with the Queensland State Government, Department of Communities for the provision of services assisting members of our community experiencing poor mental health, poverty, and homelessness including housing assistance, referral for AODA and mental health treatment, assistance with medical appointments as well as an art therapy program. Currently contracting with MCOs for the provision of High Acuity Behavioral Health Services in the state of Wisconsin.
- **Soup Kitchen-** With a team of volunteers we offered a weekly soup kitchen to all members of our community, many of whom experienced poor mental health, poverty, and homelessness. Successfully partnered with local businesses including grocery stores to source donated goods.
- **Bereavement and Grief Counseling-** Offered qualified pastoral care services for all members of our community experiencing grief and loss.
- Accountability for \$8+ million budget; Inclusive of budget development, analysis of allocation and spending across all programs and initiatives.
- Successful oversight of multimillion dollar capital works projects at our service centers.

## **VOLUNTEER ROLES**

### **MEMBER, STEERING COMMITTEE**

OUR WISCONSIN REVOLUTION  
MADISON, WISCONSIN  
02/2020-PRESENT

- Provide input to the development of OWR- DANE strategic planning including membership and initiatives;
- Provide input to the development of projects, including the evaluation strategy;
- Monitoring the quality of projects as they develop, identify potential risks, monitor risks and timelines

### **MEMBER, PLATFORM & RESOLUTIONS COMMITTEE**

DEMOCRATIC PARTY OF DANE COUNTY  
MADISON, WISCONSIN  
02/2020-PRESENT

- Assist in the creation of resolutions relevant to current events and political debates, both for the Dane Dems and Democratic Party of Wisconsin platforms;
- Help inform the party membership, candidates, elected officials and general public of that platform;
- Communicate and coordinate with Platform and Resolution Committees of other county parties, the 2nd Congressional District, and the DPW.

**DISABILITY SERVICE PROVIDERS NETWORK ([DSPN.ORG](http://DSPN.ORG))**  
**MADISON, WISCONSIN**  
**MEMBER, BOARD OF DIRECTORS**  
**06/2015-10/2019**

- Successfully lobbied the Wisconsin legislature for a \$60.8 million provision in the state's biennial budget to fund increases for the direct care portion of managed long-term care capitation rates. This provided wage increases, bonuses, and/or additional paid time off to direct care workers.
- Successfully identified, negotiated and helped to affect merger of the Residential Services Association of Wisconsin (RSA) with Rehabilitation for Wisconsin (RFW) forming what is now Disability Service Provider Network (DSPN) as member of the Merger Team. DSPN has become the state's leading trade association for organizations that provide support to people with disabilities.

## **Education**

Master of Science– Nonprofit Management, Our Lady of the Lake University, San Antonio, Tx

Bachelor of Arts– Ethics, Politics, and Economics, 2004, Griffith University, Brisbane, Australia

## **Skills**

- Strategic planning and execution
- Negotiating complex contracts
- P&L management of multiple cost centers
- Risk and crisis management
- Leading multifunctional teams across multiple locations
- Project Management and start up programs
- Grant and RFP writing

## **References**

Available upon request



## CHARLIE A. RYAN, MS-Nonprofit Management

608.807.9420 charliearyan@icloud.com 649 Tamarack Way, Verona, WI 53593

### **Questions Required for the Common Council Vacant District 2 Seat Application.**

#### **1. Why are you interested in serving on the Verona Common Council?**

I grew up in Verona prior to relocating overseas for a number of years. When my family and I decided to return to the United States we knew we wanted to continue to raise our family in Verona. We are deeply invested in this community, my wife is a Special Education teacher at VAHS and our children have all benefited from attending our schools. I am interested in contributing more to the city we love and call home and I believe my skills and background are well suited to the role of Alderperson in Verona.

#### **2. What qualifications do you have that you feel would make you an effective Council Member?**

I have a graduate degree in nonprofit management with foundations in governance and leadership, public policy, fundraising and budgeting, project management and human services.

I have extensive experience both in the United States and abroad in working within and alongside government agencies at the federal, state, and local level to identify community needs then develop, implement and provide oversight of sustainable programs which meet the needs of communities.

#### **3. What services have you performed for the community in the recent past?**

Professionally through my work in human services, I provide disability and mental health services to vulnerable residents within our community and across the state of Wisconsin. I am also formerly a Member of the Board of Directors of the Disability Service Providers Network (DSPN). We advocate for the rights of individuals with disabilities in our community as well as the workforce and successfully lobbied the Wisconsin legislature for a \$60.8 million provision in the state's biennial budget to provide wage increases to workers.

#### **4. Please describe your experiences with the group decision making and how those experiences could be utilized during your service on the Common Council?**

Throughout my career I have worked in multidisciplinary, multiagency teams to conceive, develop, and implement a wide range of initiatives and projects which required group decision making. I am very accustomed to working in a collabora-

tive way with multiple individuals to collectively, analyze, evaluate, and select solutions. A lot of my professional group decision making experience relates specifically to community-based initiatives including the implementation of government programs including refugee resettlement, homelessness services, aged care, disability, and mental health services to name a few.

These initiatives required me to work in good-faith with government agencies, non-profits, community groups, and local businesses to reach the best decisions, determine the timing and communication of those decisions to the public and collaborative execution of those decisions to achieve the desired outcomes.

## **5. What, in your opinion, are three of the most important issues facing the City of Verona?**

In considering this question I conducted an online survey of Verona residents. I received well over 100 thoughtful and considered responses from residents within my district and across Verona. These response had several common themes:

- 1) Overwhelmingly Verona residents would like to find ways to better establish a vibrant and lively downtown Verona. Most respondents advocated for a walkable downtown with more locally owned (non-chain) shops and restaurants. Many pointed to nearby communities such as Middleton, New Glarus, and Waunakee as examples Verona could emulate. I would like us to consider what role the Council can play in this effort to attract, incentivize and create strategic partnerships with these types of locally owned business in our downtown area.
- 2) A related issue of great concern to Verona residents is the availability of more affordable housing options, not just for singles but also for families. If we hope to have a vibrant community including a downtown area with more shops and restaurants, we need to have affordable housing options so the staff working in these places are also a part of our community and benefit from our great schools, library and other services Verona residents benefit from. I would like for our council to focus on ways we can continue to grow in a way that thoughtfully considers social and economic diversity including the need for affordable housing.
- 3) A third important issue for Verona residents is safety and security generally. Many respondents to my survey highlighted an increase in home and vehicle break-ins, speeding and the desire to have speed humps in some neighborhoods and other considerations for pedestrians and children including additional sidewalks and improvements to trails such as Military Ridge. I would like for our Council to continue our focus on improving and promoting a strong sense of safety and security amongst our residents.

**6. Looking ahead the next five to ten years, what do you think the City of Verona need to do to maintain the quality of life and economic health of the community?**

Listening and responding to our community is key to maintaining and improving the quality of life we enjoy in Verona. Creative community consultation such as the survey results mentioned above are one example of this. We are fortunate in Verona to have engaged residents who are willing to contribute to the quality of life and economic health of our community.

We are also fortunate to have strong businesses such as Epic which contribute to the economic health of Verona. I think it is important that we continue to focus on diversifying strong business presence in Verona not only in our downtown community but also our technology and business parks.

**7. Do you anticipate any conflicts of interest that could arise if you are appointed to the Common Council, and if so, how would you intend to handle them?**

I am not aware of any conflicts, real or perceived, that could arise as a result of my appointment to the Common Council.

**8. What is your availability for Common Council and committee meetings which are typically held on weekday evenings?**

My work schedule affords me the flexibility to be available for all Common Council and committee meetings.

**9. If appointed to the Common Council, would it be your intention to run for election in April 2021?**

Yes, if fortunate enough to be appointed to the District 2 Common Council seat I intend to run for election in April 2021.

## 2020 Arbor Day Proclamation

**WHEREAS**, Arbor Day was first observed in Nebraska nearly 150 years ago, and

**WHEREAS**, Arbor Day is annually observed in Verona and communities across the nation, and

**WHEREAS**, the City of Verona continues to show our commitment to the care of our urban forest by being named a Tree City USA for twenty-five consecutive years, and

**WHEREAS**, healthy trees enhance our City in many ways, including increasing property values, beautifying our community, and protecting our environment,

**NOW, THEREFORE**, I, Luke Diaz, Mayor of the City of Verona, do hereby proclaim Monday, April 27, 2020 as Arbor Day in the City of Verona, and encourage all citizens to support efforts to protect our trees and woodlands, and

**FURTHER**, I urge all citizens to plant trees in order to ensure the beauty and value of our community for generations to come.



*Signed and dated this 27<sup>th</sup> day of April, 2020*

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

**Notes**

**COMMUNITY DEVELOPMENT AUTHORITY - 4 year appointment**

|                  |      |      |
|------------------|------|------|
| Luke Diaz, Mayor | 2020 | 2022 |
| Katie Kohl       | 2020 | 2022 |
| Brett Polglaze*  | 2020 | 2024 |

**VERONA ECONOMIC DEVELOPMENT COMMISSION - 1 year appointment**

|  |      |      |
|--|------|------|
| Luke Diaz, Mayor                             | 2020 | 2021 |
| Chad Kemp, Finance Chair                     | 2020 | 2021 |
| Sean Cleary, Cleary Building Corp (Business) | 2020 | 2021 |
| Gary Rockweiler, Citizen Member (At Large)   | ???  | ??   |

Chamber will send a new name, Craig left his position at the bank.

A City of Verona resident who shall be chosen by a majority vote of the VEDC.

**EMS**

|              |      |      |
|--------------|------|------|
| Kate Cronin  | 2020 | 2022 |
| Gregg Miller | 2020 | 2022 |

**PARKS, RECREATION & FORESTRY COMMISSION - 3 year appointment**

|                           |      |      |
|---------------------------|------|------|
| Tyler Powers, Chair       | 2020 | 2021 |
| Mark Giesfeldt            | 2020 | 2023 |
| Paul Schmidt              | 2020 | 2023 |
| Charlotte Jerney          | 2020 | 2021 |
| Heather Reekie            | 2020 | 2021 |
| David Walker (Ex-Officio) | 2020 | 2021 |

**POLICE AND FIRE COMMISSION - 5 year appointment**

|                      |      |       |
|----------------------|------|-------|
| Delora Newton, Chair | 2017 | 2022  |
| Louis Eifert         | 2016 | 2021  |
| Cole Leystra         | 2019 | 2023* |
| Melissa Helgesen     | 2020 | 2025  |
| Myllinda Heil        | 2019 | 2024  |

Paul indicated he was retiring

**CEMETERY BOARD - 3 year appointment**

|                             |      |      |
|-----------------------------|------|------|
| Evan Touchett, PW/S&W Chair | 2020 | 2021 |
|-----------------------------|------|------|

|                                |      |      |                       |
|--------------------------------|------|------|-----------------------|
| Brian Lamers, Finance Director | 2020 | 2021 |                       |
| Dave Walker, Parks Director    | 2020 | 2021 |                       |
| Art Cresson                    | 2020 | 2023 |                       |
| Georgia Zink                   | ???  | ???  | Awaiting confirmation |

**TOURISM COMMISSION - 1 year appointment**

|                             |      |      |  |
|-----------------------------|------|------|--|
| Charlotte Jerney            | 2020 | 2021 |  |
| Charlie Eggen (Hotel Rep)   | 2020 | 2021 |  |
| Jason Hunt (Citizen), Chair | 2020 | 2021 |  |
| Sara Hoechst (Citizen)      | 2020 | 2021 |  |
| Patrcia Wehrley (Citizen)   | 2020 | 2021 |  |

**CITY/TOWN JOINT PLANNING COMMITTEE - 2 year appointment**

|                  |      |      |   |
|------------------|------|------|---|
| Luke Diaz, Mayor | 2020 | 2022 |   |
| Katie Kohl       | 2020 | 2021 | This is the remaining part of Sarah's term. |
| Steven Heinzen   | ???  | ???  | Awaiting confirmation                       |

**ZONING BOARD OF APPEALS - 3 year apointment**

|                       |      |      |  |
|-----------------------|------|------|--|
| Steven Heinzen, Chair | ???  | ???  | Awaiting confirmation                        |
| Clark Solowicz        |      |      | Awaiting confirmation                        |
| Roger Remus           | 2018 | 2021 |  |
|                       |      |      | Ryan Rammer was not interested in continuing |
| Brett Petta           | 2020 | 2023 |  |

## **Administrator Report for April 27, 2020**

### **Upcoming Meetings/Events**

- Plan Commission – May 4<sup>th</sup>
- Board of Review – May 11<sup>th</sup>
- Joint Review Board Annual Meeting – May 13<sup>th</sup>
- Common Council Meeting – May 26<sup>th</sup>

### **Library Curbside Pick-Up**

The Library began offering curbside pick-up of materials on April 27<sup>th</sup>. Details of how curbside pick-up is occurring and changes will be posted on the Library's Facebook page.

### **City-Wide Revaluation**

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

### **Sugar Creek School RFP**

The Sugar Creek School RFP was posted to the City's website on January 6<sup>th</sup>. Proposals are due to the City by April 27<sup>th</sup>. Staff will provide an update to the Council on the number of submittals on April 27<sup>th</sup>.

### **Employee Work Anniversaries**

The following employees have April work anniversaries:

- Bernie Coughlin – Police Chief – 17 years
- David Hosking – Equipment Operator – 12 years
- Kimberly Marshall – Utility Billing Clerk – 7 years
- Chad Churchill – Parks Maintenance Worker – 7 years
- Kjell Bakke – Parks Maintenance Worker – 4 years
- Katherine Holt – Community Development Specialist – 3 years
- Matt Kaul – Construction Inspector – 2 years
- Anthony Finger – Police Officer – 1 year
- Samantha Pickering – Police Officer – 1 year

# CITY OF VERONA ENGINEER REPORT

for April 27, 2020

## CONSTRUCTION PROJECTS

### WELL 6 PUMPING STATION CONSTRUCTION

---

The well and pump equipment have been installed and interior mechanical piping is currently being installed. The interior is being prepared for painting the week of April 27. Electric and communication services are being installed. Due to continued COVID-19 protocols, only one trade can work in the building at a time. This is expected to push Substantial Completion to June 30 and Final Completion to August 31.

### VERONA AREA HIGH SCHOOL CONSTRUCTION – TRAFFIC IMPROVEMENTS

---

W. Verona Ave inside lanes are closed through the project area with concrete, landscaping, and electrical items being completed. The lane closures are planned to switch to outside lane closure middle of the week of 4/27. Surface asphalt paving on both EB and WB lanes is planned for the week of 5/11. Traffic will be shifted so both lanes are on the same side of the road (bi-directional) so each side of pavement can be placed. Once paving is complete, traffic will be placed back into the inside lanes.

West End Circle traffic will remain in the current location with concrete median placement and lower lift asphalt paving planned. Asphalt paving is planned for the week of 5/4 and traffic to be switched to stage 2 location after paving.

Road base placement has begun on Wildcat Way. Curb and gutter placement is planned in the upcoming weeks.

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

Bridges and structure work including railing is complete. Some finishing items will be complete in the next two months.

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

### CTH M CONSTRUCTION

---

The contractor has mobilized to start with remaining work consisting of placement of colored and stamped concrete pavements in the roadway medians at various locations along CTH M, CTH PD and Mid Town Road. The Contractor's crews are addressing various punch list activities, which are anticipated to occur throughout the project limits.

#### CTH PD CONSTRUCTION – WOODS ROAD TO CTH M

---

Private utility installation is scheduled to finish by the end of April. Roadwork has resumed with the placement of crushed aggregate base course on the future east bound lanes, placement of the asphalt bike path, and placement of stage 3 concrete curb and gutter. During the latter half of April, the contractor is scheduled to finish the stage 3 concrete items, topsoil, seeding, and placement of crushed aggregate base course. During the first half of May, the contractor is scheduled to pave the binder lift of the future east bound lanes, and install the temporary traffic control items, and the temporary paint. Traffic is scheduled to be shifted onto the new eastbound lanes in mid-May.

#### LIBERTY PARK PHASE 4 CONSTRUCTION

---

The storm sewer work on Liberty Drive and Ambition Street has been completed. The contractor has shifted to street grading on the Liberty Drive extension and Ambition Street. Work on Whalen Road will follow after the work on Liberty Drive. Construction barrels have been placed on Whalen Road in anticipation of the work scheduled for Whalen.

#### FIREMAN'S PARK CONSTRUCTION

---

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

#### RAPID RECTANGULAR FLASHING BEACON PROJECT

---

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

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

The project is anticipated to begin on or after June 1st and be completed by August 14th. This project may be accelerated due to schools being closed for the remainder of the year.

#### 2020 ASPHALT REHABILITATION PROJECT

---

The project will consist of replacing the asphaltic surface on Northern Lights Road between Epic Staff Park A and Epic Staff Park B. The project is anticipated to begin on or after June 15th and be completed by July 3rd. This project may be accelerated due to the limited traffic due to the governor's stay at home order.

#### 2020 CHIP SEAL PROJECT

---

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

#### NORTHERN LIGHTS ROAD UTILITY WORK

---

Northern Lights Road is currently closed just south of Nine Mound Road for utility work. It is anticipated that the road will be reopened by May 1st.

#### KETTLE CREEK NORTH PHASE 3

---

A preconstruction meeting was held on April 23<sup>rd</sup> for the third phase of Kettle Creek North. Construction is slated to start the week of May 4th.

## MAJOR DESIGN PROJECTS

### EAST SIDE INTERCEPTOR DESIGN

---

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

### LINCOLN STREET STORMWATER FACILITY DESIGN

---

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

## MEMORANDUM

To: Mayor and Council Members

From: Adam Sayre, City Administrator

Date: April 24, 2020

Re: Administrator's Memo – April 27 2020 Common Council Meeting

Listed below is an explanation of items on the April 27, 2020 Common Council agenda:

### PLAN COMMISSION

**2. Discussion and Possible Action Re: Resolution No. R-20-012 discontinuing portions of Northern Lights Road and Cross Country Road pursuant to WIS. Stat. § 66.1003.**

State Statute requires the Common Council to introduce the Resolution, and provide notice to adjacent property owners of the discontinued roadway. The introduction of the Resolution occurred at the March 9<sup>th</sup> meeting where the Council approved introducing Resolution No. R-20-012 to discontinue portions of Northern Lights Road and Cross Country Road pursuant Wisconsin Statute § 66.1003 as part of the Epic 2 Plat. At least 40-days after the Resolution is introduced, and owners are notified, the Council may act on the Resolution. The 40-days has passed, and Staff has not received any comments from the public on the discontinuance. Staff recommends the Council approve Resolution No. R-20-012 to discontinue portions of Northern Lights Road and Cross Country Road.

**3. Discussion and Possible Action Re: Quit claim between the City of Verona and Epic Systems Corporation.**

The quit claim deed will transfer land between the City of Verona and Epic Systems Corporation related to a former transportation project plat. The quit claim will clean-up any property line discrepancies prior Epic Systems Corporation recording the new plat for their property. Once the new plat is recorded, the right-of-way on the plat will match what has been built.

**4. Resolution No. R-20-016 approving a lease agreement between the City of Verona and Epic Systems Corporation.**

The proposed lease between the City of Verona and Epic Systems Corporation relates to the existing parking ramp tunnels in Northern Lights Road. The proposed lease establishes the terms, conditions, and expectations for the use and maintenance of these areas that are located within road right-of-way. Staff recommends approval of the lease agreement subject to final review by the City Administrator and City Attorney.

## **NEW BUSINESS**

### **B. Discussion and Possible Action Re: Small Business COVID-19 Support Program**

The proposed City of Verona Small Business COVID-19 Support Program will provide \$1,000 to \$5,000 grants to eligible small businesses. The goal of this program is to quickly provide funds to help local businesses survive the COVID-19 pandemic. The \$200,000 in funds for this program will utilize underutilized dollars in the City's Revolving Loan Fund. The grant program will be available to small businesses who meet 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.
- Established business for at least six (6) months (opened on or before September 15, 2019).
- Managed a profitable business operation in 2019.
- If a local franchisee, your small business does not have access to franchisor financial support.
- The Business is not delinquent as it relates to City of Verona property taxes, personal property taxes, fees, special assessments, etc.
- Less than \$1 million in revenue in 2019.
- Demonstrate at least a 25% reduction in revenues attributable to the COVID-19 pandemic.

Eligible expenses for the grant program include payroll, utility expenses, and lease/mortgage payments. If approved, Staff will start taking applications immediately until May 5<sup>th</sup>. Grants will be awarded after May 5<sup>th</sup> and the grant amounts will be dependent on the number of applications and requests.

### **C. Discussion and Possible Action Re: Ordinance No. 20-965 creating Section 2-4-8(g) of the Code of Ordinances relating to the City of Verona Small Business COVID-19 Support Program.**

The proposed Ordinance amendment would create Section 2-4-8(g) allowing the Common Council to approve grants and appropriate funds from the revolving loan fund for the Small Business COVID-19 Support Program. If the Council moves forward with the Small Business COVID-19 Support Program, this Ordinance amendment is required.

CITY OF VERONA  
RESOLUTION NO. R-20-012

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

Recitals

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

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

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

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

CITY OF VERONA

SEAL

\_\_\_\_\_  
Luke Diaz, Mayor

\_\_\_\_\_  
Ellen Clark, City Clerk

**Exhibit A**

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

# EXHIBIT A

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

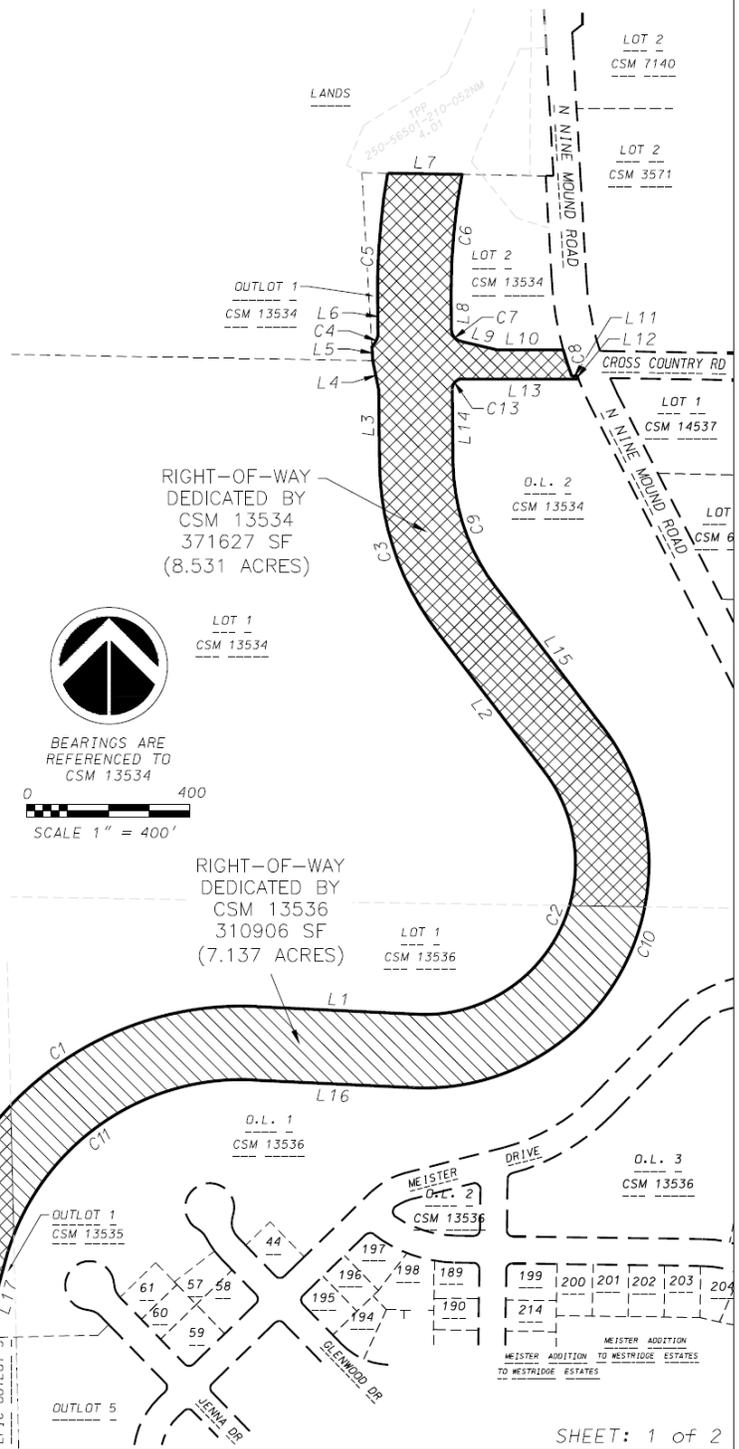
CURVE TABLE

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

LINE TABLE

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

LINE TABLE



# EXHIBIT A

## LEGAL DESCRIPTION

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

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

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is given by **City of Verona**, a municipal corporation ("Grantor") to **Epic Systems Corporation**, a Wisconsin corporation ("Grantee"). Grantor hereby quit claims to Grantee the real property located in Dane County, Wisconsin legally described as follows (the "Property"):

See attached and incorporated Exhibit F

This is not homestead property.

Dated \_\_\_\_\_, 2020.

Drafted by return to:  
Angela Black  
*Carlson Black O'Callaghan & Battenberg LLP*  
222 West Washington Avenue, Suite 705  
Madison, WI 53703-2745

PIN: See Exhibit F

[Signatures on following page.]



## **Exhibit F**

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

# EXHIBIT F

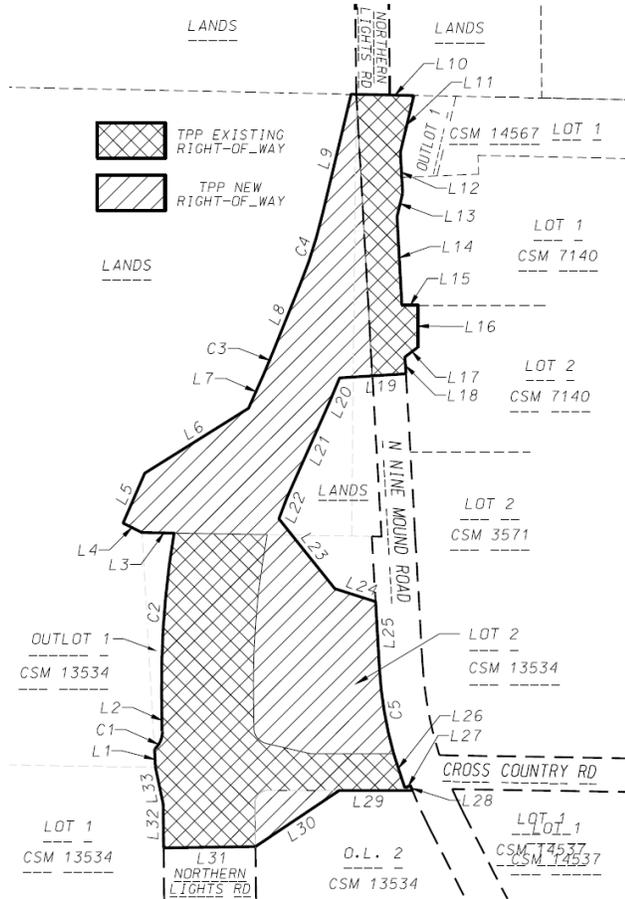
ALL OF PARCEL 1 OF TRANSPORTATION PROJECT PLAT 250-56501-210-052NM, BEING PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9, AND PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, ALL IN TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.

**CURVE TABLE**

| CURVE NO. | ARC LENGTH | CURVE RADIUS | CENTRAL ANGLE | CHORD BEARING | CHORD LENGTH |
|-----------|------------|--------------|---------------|---------------|--------------|
| C1        | 38.57'     | 45.00'       | 49°06'54"     | N23°49'39"E   | 37.40'       |
| C2        | 316.48'    | 1754.42'     | 10°20'08"     | S4°26'34"W    | 316.05'      |
| C3        | 48.08'     | 1377.50'     | 2°00'00"      | N22°53'57"E   | 48.08'       |
| C4        | 147.31'    | 993.00'      | 8°30'00"      | N17°38'57"E   | 147.18'      |
| C5        | 170.25'    | 806.57'      | 12°05'37"     | S9°33'27"E    | 169.93'      |

**LINE TABLE**

| LINE# | DIRECTION   | LENGTH  | LINE# | DIRECTION   | LENGTH  |
|-------|-------------|---------|-------|-------------|---------|
| L1    | N3°16'11"W  | 35.87'  | L18   | S3°09'43"E  | 33.12'  |
| L2    | N0°43'30"W  | 74.32'  | L19   | S86°32'27"W | 130.12' |
| L3    | N89°02'02"W | 62.92'  | L20   | S22°53'58"W | 52.97'  |
| L4    | N63°31'35"W | 41.30'  | L21   | S23°53'57"W | 203.99' |
| L5    | N23°20'39"E | 106.85' | L22   | S20°44'15"W | 44.08'  |
| L6    | N57°57'15"E | 239.79' | L23   | S38°34'02"E | 175.22' |
| L7    | N23°53'58"E | 73.91'  | L24   | S72°29'38"E | 83.82'  |
| L8    | N21°53'57"E | 139.57' | L25   | S3°16'09"E  | 131.16' |
| L9    | N13°23'57"E | 240.99' | L26   | S18°04'51"E | 69.45'  |
| L10   | S88°50'09"E | 122.82' | L27   | N74°17'51"E | 12.05'  |
| L11   | S13°24'08"W | 114.70' | L28   | S20°54'59"E | 9.91'   |
| L12   | S3°15'39"E  | 80.00'  | L29   | S90°00'00"W | 143.71' |
| L13   | S13°23'57"W | 47.77'  | L30   | S56°03'28"W | 197.58' |
| L14   | S3°15'39"E  | 173.62' | L31   | S89°17'04"W | 180.00' |
| L15   | S89°57'57"E | 30.73'  | L32   | N0°43'30"W  | 86.32'  |
| L16   | S0°00'19"E  | 82.66'  | L33   | N11°43'03"W | 73.16'  |
| L17   | S52°32'27"W | 31.34'  |       |             |         |



**LEGAL DESCRIPTION**

ALL OF PARCEL 1 OF TRANSPORTATION PROJECT PLAT 250-56501-210-052NM, BEING PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9, AND PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, ALL IN TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN CONTAINING 405316 SQUARE FEET (9.305 ACRES) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF LOT 1 CSM 13534; THENCE N 03° 16' 11" W, 35.87 FEET; THENCE 38.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 45.00 FEET AND CHORD OF N 23° 49' 39" E, 37.40 FEET; THENCE N 00° 43' 30" W, 74.32 FEET; THENCE 316.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1754.42 FEET AND CHORD OF N 04° 26' 34" E, 316.05 FEET; THENCE N 89° 02' 02" W, 62.92 FEET; THENCE N 63° 31' 35" W, 41.30 FEET; THENCE N 23° 20' 39" E, 106.85 FEET; THENCE N 57° 57' 15" E, 239.79 FEET; THENCE N 23° 53' 58" E, 73.90 FEET; THENCE 48.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1377.50 FEET AND CHORD OF N 22° 53' 57" E, 48.09 FEET; THENCE N 21° 53' 57" E, 139.57 FEET; THENCE 147.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 993.00 FEET AND CHORD OF N 17° 38' 57" E, 147.18 FEET; THENCE N 13° 23' 57" E, 240.99 FEET; THENCE S 88° 50' 09" E, 122.82 FEET; THENCE S 13° 24' 08" W, 114.70 FEET; THENCE S 03° 15' 39" E, 80.00 FEET; THENCE S 13° 23' 57" W, 47.77 FEET; THENCE N 03° 15' 39" E, 173.62 FEET; THENCE S 89° 57' 57" E, 30.73 FEET; THENCE S 00° 00' 19" E, 82.66 FEET; THENCE S 52° 32' 27" W, 31.34 FEET; THENCE S 03° 09' 43" E, 33.12 FEET; THENCE S 86° 32' 27" W, 130.12 FEET; THENCE S 22° 53' 58" W, 52.97 FEET; THENCE S 23° 53' 57" W, 203.99 FEET; THENCE S 20° 44' 15" W, 44.08 FEET; THENCE S 38° 34' 02" E, 175.22 FEET; THENCE S 72° 29' 38" E, 83.82 FEET; THENCE S 03° 16' 09" E, 131.16 FEET; THENCE 170.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 806.57 FEET AND CHORD OF S 09° 33' 27" E, 169.93 FEET; THENCE S 18° 04' 51" E, 69.45 FEET; THENCE N 74° 17' 51" E, 12.05 FEET; THENCE S 20° 54' 59" E, 9.91 FEET; THENCE S 90° 00' 00" W, 143.71 FEET; THENCE S 56° 03' 28" W, 197.58 FEET; THENCE S 89° 17' 04" W, 180.00 FEET; THENCE N 00° 43' 30" W, 86.32 FEET; THENCE N 11° 43' 03" W, 73.16 FEET TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION

ALL OF PARCEL 1 OF TRANSPORTATION PROJECT PLAT 250-56501-210-052NM, BEING PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9, AND PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, ALL IN TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN CONTAINING 405316 SQUARE FEET (9.305 ACRES) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF LOT 1 CSM 13534; THENCE N 03° 16' 11" W, 35.87 FEET; THENCE 38.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 45.00 FEET AND CHORD OF N 23° 49' 39" E, 37.40 FEET; THENCE N 00° 43' 30" W, 74.32 FEET; THENCE 316.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1754.42 FEET AND CHORD OF N 04° 26' 34" E, 316.05 FEET; THENCE N 89° 02' 02" W, 62.92 FEET; THENCE N 63° 31' 35" W, 41.30 FEET; THENCE N 23° 20' 39" E, 106.85 FEET; THENCE N 57° 57' 15" E, 239.79 FEET; THENCE N 23° 53' 58" E, 73.90 FEET; THENCE 48.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1377.50 FEET AND CHORD OF N 22° 53' 57" E, 48.09 FEET; THENCE N 21° 53' 57" E, 139.57 FEET; THENCE 147.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 993.00 FEET AND CHORD OF N 17° 38' 57" E, 147.18 FEET; THENCE N 13° 23' 57" E, 240.99 FEET; THENCE S 88° 50' 09" E, 122.82 FEET; THENCE S 13° 24' 08" W, 114.70 FEET; THENCE S 03° 15' 39" E, 80.00 FEET; THENCE S 13° 23' 57" W, 47.77 FEET; THENCE S 03° 15' 39" E, 173.62 FEET; THENCE S 89° 57' 57" E, 30.73 FEET; THENCE S 00° 00' 19" E, 82.66 FEET; THENCE S 52° 32' 27" W, 31.34 FEET; THENCE S 03° 09' 43" E, 33.12 FEET; THENCE S 86° 32' 27" W, 130.12 FEET; THENCE S 22° 53' 58" W, 52.97 FEET; THENCE S 23° 53' 57" W, 203.99 FEET; THENCE S 20° 44' 15" W, 44.08 FEET; THENCE S 38° 34' 02" E, 175.22 FEET; THENCE S 72° 29' 38" E, 83.82 FEET; THENCE S 03° 16' 09" E, 131.16 FEET; THENCE 170.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 806.57 FEET AND CHORD OF S 09° 33' 27" E, 169.93 FEET; THENCE S 18° 04' 51" E, 69.45 FEET; THENCE N 74° 17' 51" E, 12.05 FEET; THENCE S 20° 54' 59" E, 9.91 FEET; THENCE S 90° 00' 00" W, 143.71 FEET; THENCE S 56° 03' 28" W, 197.58 FEET; THENCE S 89° 17' 04" W, 180.00 FEET; THENCE N 00° 43' 30" W, 86.32 FEET; THENCE N 11° 43' 03" W, 73.16 FEET TO THE POINT OF BEGINNING.

PINs: 286/0608-093-9002-2  
286/0608-093-9632-2  
286/0608-162-8650-2  
286/0608-162-8725-2

CITY OF VERONA  
RESOLUTION NO. R-20-016

A RESOLUTION APPROVING A LEASE AGREEMENT  
BETWEEN THE CITY OF VERONA AND EPIC SYSTEMS CORPORATION  
PURSUANT TO WIS. STAT. § 66.0915

Recitals

- A. Pursuant to Wis. Stat. § 66.0915(4), the City of Verona and Epic Systems Corporation wish to enter into a lease agreement to govern at-grade and below-grade drive aisles, pedestrian walkways, ramps, and associated improvements and appurtenances within Northern Lights Road.
- B. The Common Council finds that it is in the best public interest to execute the lease agreement with Epic pursuant to the terms and conditions contained therein.
- C. The Common Council finds that the lease agreement will not interfere with the public's use of Northern Lights Road and, therefore, the lease agreement will not substantially interfere with the public purpose for which the road is used.
- D. The lease agreement complies with the statutory requirements contained in Wis. Stat. § 66.0915(4).

NOW, THEREFORE, the Common Council of the City of Verona, pursuant to its authority under Wis. Stat. § 66.0915(4), RESOLVES as follows:

- 1. The representations and recitations set forth in Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.
- 2. The attached lease agreement between the City of Verona and Epic Systems Corporation is hereby approved, subject to final review and approval by the City Administrator and City Attorney.

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

CITY OF VERONA

*SEAL*

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Luke Diaz, Mayor

---

Ellen Clark, City Clerk

**LEASE**

This Lease ("Lease") is entered into as of the Lease Date set forth below by and between Epic Systems Corporation, a Wisconsin corporation, as "Tenant", and the City of Verona, a Wisconsin municipal corporation, as "Landlord", upon the terms and conditions set forth below.

**ARTICLE I: BASIC LEASE PROVISIONS**

1.01 Definitions and Basic Lease Terms.

The following terms and phrases shall be construed to incorporate the definitions and information in this section when used in this Lease.

Lease Date: \_\_\_\_\_, 2020

Real Property: The real property comprising the dedicated Right of Way commonly known as Northern Lights Road, as legally described and dedicated on Epic Plat (recorded on November 21, 2005 in volume 58-043B of Plats at page 232, as Document No. 3865686) and the Epic 2 Plat (recorded on \_\_\_\_\_, 2020 in volume \_\_\_\_\_ of Plats at page \_\_\_\_\_, as Document No. \_\_\_\_\_), as generally depicted on the attached **Exhibit A**.

Premises: Those portions of the Real Property comprising the at-grade and below-grade drive aisles, pedestrian walkways, ramps, and associated improvements and appurtenances (including, but not limited to, access drives, landscaping, exterior lighting, etc.) which provide vehicular and pedestrian access from Northern Lights Road to the parking and access areas owned by Tenant and commonly known as the Epic Campus, as are now or hereafter located or constructed within the center/median areas of and below the surface of the Real Property, as generally depicted on the attached **Exhibit B**. Premises constructed after this Lease is executed shall be subject to Landlord's standard review process.

Landlord's Address for Notices: City of Verona  
Attn: City Clerk  
111 Lincoln Street  
Verona, WI 53593

Tenant's Address for Notices: Epic Systems Corporation  
Attn: General Counsel  
1979 Milky Way  
Verona WI 53593

Term: Beginning on the Lease Date and continuing for “ninety-nine (99) years.

Rent: One Hundred Dollars (\$100) annually.

1.02 Exhibits. The contents and provisions set forth in the following Exhibits which are attached to this Lease are hereby incorporated into and made a part of this Lease as though fully set forth herein:

- Exhibit A – Real Property
- Exhibit B – Premises
- Exhibit C – Memorandum of Ground Lease

1.03 Lease of Premises and Term. For and in consideration of Tenant’s payment of Rent and performance of the covenants of Tenant set forth in this Lease, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Term and upon the terms and conditions in this Lease.

## **ARTICLE II: PAYMENT OF RENT**

Tenant shall pay the Rent on or before January 1 of each year during the Term except for the partial year at the beginning of the Term, the prorated portion of which the parties acknowledge and agree Tenant has paid to Landlord simultaneous with the execution of this Lease. The Rent due for any partial calendar year at the beginning or end of the Term shall be prorated on a daily basis for the number of days of the Term falling within that calendar year.

## **ARTICLE III: CONDITION AND MAINTENANCE OF THE PREMISES**

3.01 Condition of the Premises. Tenant has taken possession of the Premises on the Lease Date and Tenant acknowledges it is leasing the Premises in its AS-IS, WHERE-IS condition.

3.02 Title and Termination. Title to the improvements comprising the Premises, shall remain vested in Tenant during the Term. Upon the expiration or earlier termination of this Lease, and subject to plans approved by Landlord, Tenant shall place earthen material within the Premises so that the Premises are at-grade with Northern Lights Road and there is no vehicular or pedestrian access from Northern Lights Road to the underground parking structures or related facilities (the “Termination Improvements”).

3.03 Tenant’s Maintenance and Repair Obligations. Tenant shall maintain and repair the Premises, at its sole cost and expense, and keep the Premises in good condition and repair for the entire Term to ensure proper operation and functionality as originally constructed. All maintenance and repairs made by Tenant shall be done in a good and workmanlike manner and in accordance with all governmental permits and approvals necessary to perform such maintenance and repairs and all applicable laws, rules, regulations, requirements, ordinances and orders existing or hereafter enacted or imposed by any governmental authority having jurisdiction over the Premises or Tenant (collectively, “Laws”).

3.04 Alterations and Improvements by Tenant. Tenant shall be permitted to make alterations, improvements or installations in and to the Premises from time to time. All alterations, improvements and installations made by Tenant shall be completed in a good and workmanlike manner and in accordance with all Laws.

#### **ARTICLE IV: USE AND OCCUPANCY OF THE PREMISES**

4.01 Use and Operation of the Premises. Tenant shall, at Tenant's sole cost and expense, comply with all Laws applicable to Tenant's use and occupancy of the Premises.

4.02 Surrender at Termination. Upon the expiration or earlier termination of this Lease, Tenant shall construct and install the Termination Improvements.

4.03 Quiet Enjoyment. So long as Tenant is not in default under this Lease beyond any applicable notice or cure periods, Tenant shall peaceably and quietly enjoy possession of the Premises during the Term subject to the terms and conditions of this Lease.

#### **ARTICLE V: TRANSFERS**

5.01 Assignment and Subletting. Tenant may assign, transfer, mortgage or sublet this Lease or any portion of the Premises (collectively, a "Transfer") without Landlord's consent to (a) a related company which is controlled by, controls or is under common control with Tenant, (b) an entity into which Tenant is merged or consolidated, or (c) an entity which acquires any portion of Tenant's assets which include the real property that Tenant currently owns in the City of Verona. Any other Transfer of this Lease or the Premises shall require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

5.02 No Right to Transfer. Landlord shall not sell, transfer, assign, mortgage or otherwise encumber Landlord's interest in this Lease, the Premises or the Real Property.

#### **ARTICLE VI: INSURANCE AND INDEMNITY**

6.01 Tenant's Insurance. Tenant shall maintain at all times during the Term, at Tenant's expense, the following insurance coverages which shall include Landlord as an additional insured except as otherwise expressly provided below:

(a) Commercial general liability and property damage insurance covering Tenant's business conducted in and occupancy of the Premises, insuring against claims for personal injury, including bodily injury and death, and property damage, with insurance limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, on a per occurrence basis and not on a claims made basis;

(b) Worker's Compensation insurance for all Tenant's employees working in or in relation to the Premises in amounts sufficient to comply with applicable Laws;

(c) Employer's liability insurance with limits of \$1,000,000 each accident;

(d) Business Auto Liability for (i) owned, hired, and non-owned vehicles on an "any auto" basis, combined single limit for bodily injury and property damage, in the amount of at

least \$1,000,000 each accident insuring Tenant's vehicles used on or with respect to the Premises with limits not less than \$1,000,000, combined single limit, each accident, for all owned, hired, and non-owned autos or trucks or other insured vehicles, insuring against claims for bodily injury or property damage; and

(e) Umbrella Liability Insurance in excess of the underlying liability limits of the aforementioned insurance coverage of not less than \$5,000,000 per occurrence and aggregate.

6.02 Policy Requirements. All policies of insurance maintained by Tenant pursuant to Section 6.01 shall:

(a) Be issued by an insurer licensed to do business in the State of Wisconsin and have a Best's Insurance Report's policyholders rating of A or better and financial rating of X or better.

(b) Be evidenced by certificates or other evidence of insurance delivered to Landlord upon the Commencement Date (or any earlier date which Tenant first enters the Premises to begin Tenant's Work) and upon Landlord's request once annually thereafter.

(c) Notwithstanding anything to the contrary in this Article VI, Tenant may fulfill its insurance obligations under the Lease through self-insurance so long as Tenant shall have a minimum net worth of Twenty-Five Million Dollars (\$25,000,000), as certified in writing by an officer of Tenant. Tenant shall provide Landlord with any documentation or evidence of Tenant's self-insurance as Landlord may reasonably request from time to time.

6.03 Indemnification/Hold Harmless. Tenant hereby expressly agrees to indemnify, defend and hold Landlord and its officers, employees, and agents harmless from and against all claims, costs and liability of every kind and nature (including reasonable fees for attorneys, consultants, and experts), for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work on the Premises and elsewhere pursuant to this Agreement, except to the extent caused by the recklessness or willful misconduct of Landlord or its officers, employees, agents or contractors. Tenant further agrees to defend Landlord in the event that Landlord is named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by Tenant.

6.04 Waiver of Recovery and Subrogation. Tenant and Landlord each hereby waive all claims against the other for any loss, damage or injury which is covered by the insurance required to be carried by Tenant and Landlord under this Lease (regardless of the failure of either party to maintain insurance required of that party hereunder), regardless of the negligence of either party in causing the loss. Each party shall obtain a waiver of subrogation from its insurer if its policy does not expressly permit a waiver of recovery and subrogation in favor of the other party.

6.05 Contractors' Insurance. Each party shall require every contractor providing labor or materials in, about or to the Premises on its behalf to carry and maintain, at that party's or the contractor's sole cost and expense, the insurance coverages required of the parties under this Article VI.

## **ARTICLE VII: CASUALTY DAMAGE AND CONDEMNATION**

7.01 Casualty Damage and Repair. In the event of fire or other casualty event which damages the Premises to any extent, Tenant may elect, in its sole discretion, to (a) repair and restore the Premises, (b) terminate this Lease by notice to Landlord given within sixty (60) days of the casualty event and construct and install the Termination Improvements, or (c) elect not to repair the damage or restore the Premises, whether Tenant elects to terminate this Lease.

7.02 Condemnation. For purposes of this section, the term "taking" shall include taking of any portion of the Premises in condemnation proceedings under the right of eminent domain or by a conveyance under threat of condemnation or any similar threat, proceeding or right. This Lease shall automatically terminate as to the portion of the Premises taken as of the date title vests in the condemning authority. In the event of a taking of less than the entire Premises, with respect to the remainder of the Premises, Tenant may elect, in its sole discretion, to terminate this Lease with regard to the remainder of the Premises by notice to Landlord given within sixty (60) days of the taking. If Tenant does not elect to terminate this Lease for the remainder of the Premises, this Lease shall continue in full force and effect for the portion not taken. Tenant reserves the right in and to all awards and damages in any partial or total taking of the Premises related to (a) the value of the Premises, (b) loss of use thereof, (c) relocation expenses, (d) business interruption or taking of (e) Tenant's personal property, equipment and fixtures, and Landlord hereby assigns to Tenant any right Landlord may have to such awards or damages. Landlord acknowledges and agrees that, to the extent permitted by applicable Law, it hereby waives any rights it may have to enact a taking on Tenant's leasehold interest under this Lease and Landlord may not exercise such rights it may have to effect takings to effect a partial or whole termination of this Lease.

## **ARTICLE VIII: DEFAULT AND REMEDIES**

The failure of either party to perform or to comply with any provision of this Lease within thirty (30) days after the other party gives notice describing the failure, or such longer cure period as is reasonably necessary under the circumstances, shall constitute a default under this Lease. In the event of either party's default under this Lease which remains uncured following notice and cure periods under the foregoing sentence, the other party shall have the following rights and remedies: (a) perform, on behalf of and at the expense of the other party, the costs of which shall be immediately payable by the defaulting party on demand; or (b) bring an action for specific performance; or (c) bring an action to recover actual and reasonable damages incurred as a result of the other party's default; or (d) any other remedies available at law or in equity. Notwithstanding anything to the contrary contained herein, in the event of a default, (i) the non-defaulting party shall make reasonable efforts to mitigate its damages, (ii) neither party shall be entitled to special, incidental or consequential damages, all of which are hereby waived by the parties, and (iii) the prevailing party in any action brought to enforce this Lease shall be entitled to its reasonable attorney's fees and all other costs and expenses incurred in bringing or defending the action.

## **ARTICLE IX: GENERAL**

9.01 Successors. This Lease shall apply to and be binding upon the successors and assigns of Landlord and Tenant.

9.02 Entire Agreement. This Lease represents the entire agreement between Landlord and Tenant regarding the lease of the Premises, and shall not be altered, amended or terminated except by a written agreement signed by Landlord and Tenant.

9.03 Severability. If any clause or provision of this Lease is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under a present or future law effective during the Term, the remainder of this Lease shall not be affected thereby and the illegal, invalid or unenforceable provision shall be severed from the remainder of this Lease.

9.04 Construction. The captions contained in this Lease are for convenience only and in no way define, limit or enlarge the terms or conditions of this Lease. The parties acknowledge both have been responsible for negotiating and drafting this Lease and agree neither party shall be deemed the sole or predominant drafter of the Lease.

9.05 Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of Wisconsin.

9.06 Recording. The parties will promptly execute and record, at Tenant's cost, in the Office of the Dane County Register of Deeds a Memorandum of Lease in the form attached hereto as **Exhibit C**. Upon expiration or earlier termination of this Lease in accordance with its terms, either party may prepare a release and cancellation of the Memorandum of Lease for recording, and the other party agrees to execute the same upon demand.

9.07 Execution. This Lease may be executed in counterparts and all signed counterparts together shall constitute one and the same instrument. This Lease may also be executed by facsimile or electronic (PDF) signatures which shall be treated as original signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Lease and caused it to be effective as of the Lease Date.

**TENANT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_

Name: Luke Diaz

Title: Mayor

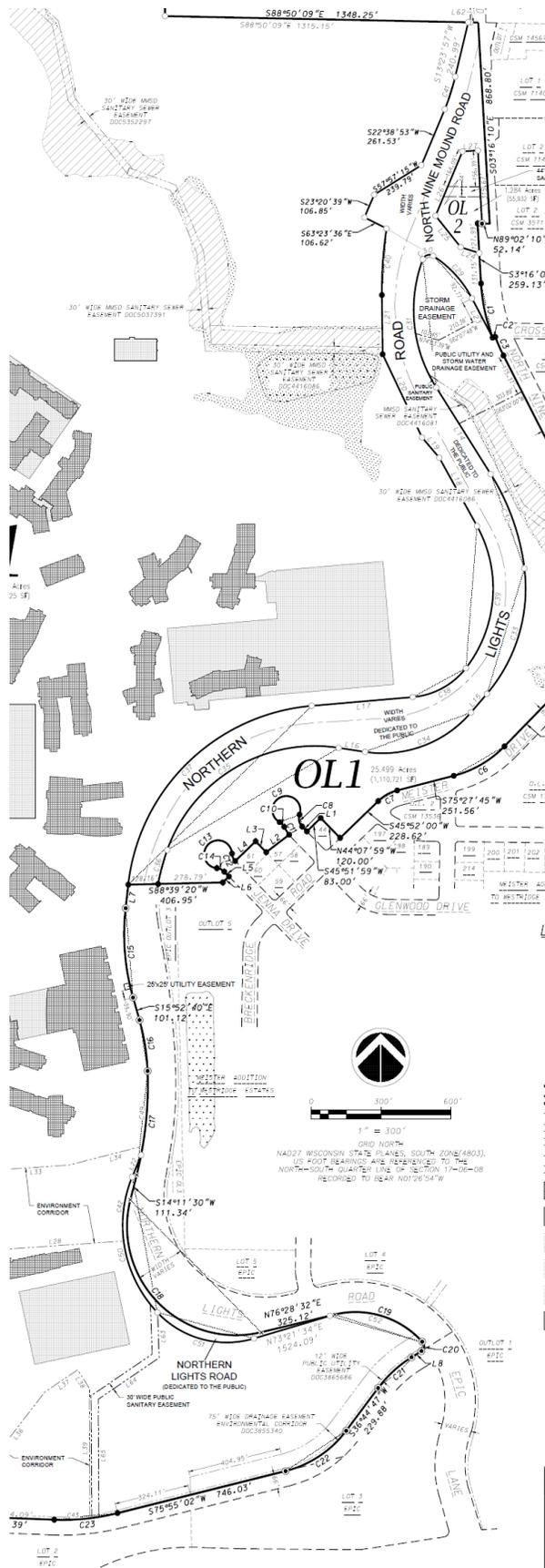
By: \_\_\_\_\_

Name: Ellen Clark

Title: City Clerk

**Exhibit A**

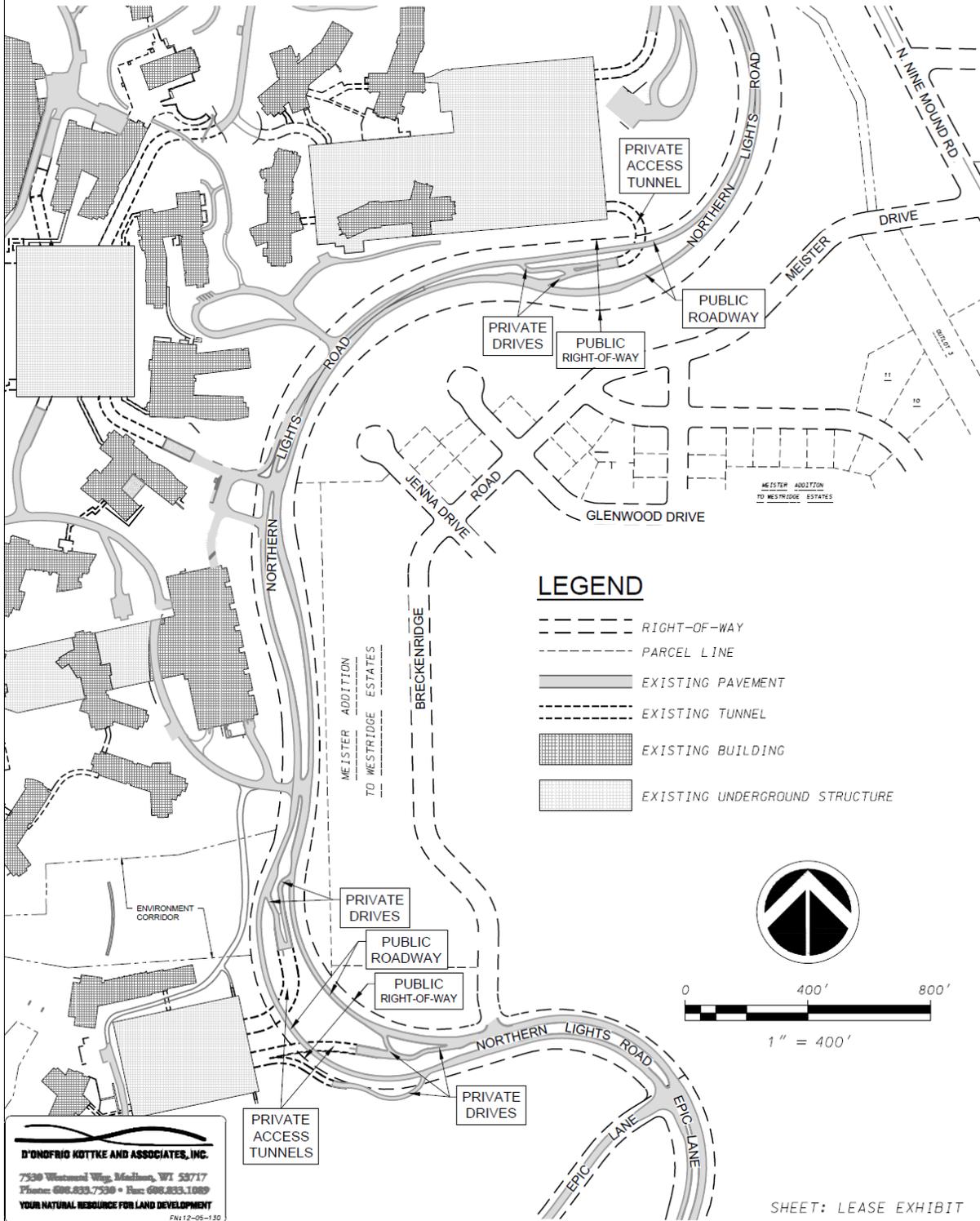
**Real Property**



**Exhibit B**

**Premises**

# EXHIBIT



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

Exhibit C

**Memorandum of Ground Lease**

This instrument was drafted by  
and should be returned to:

*Angela Black  
Carlson Black O'Callaghan &  
Battenberg LLP  
222 West Washington Ave.,  
#705  
Madison, WI 53703*

PIN: \_\_\_\_\_

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") has been executed as of \_\_\_\_\_, by and between Epic Systems Corporation, a Wisconsin corporation, as "Tenant", and the City of Verona, a Wisconsin municipal corporation, as "Landlord".

WHEREAS, Landlord and Tenant entered into the Lease, dated \_\_\_\_\_ (the "Lease"), with respect to certain real property of Landlord legally described as \_\_\_\_\_ (the "Property").

WHEREAS, Landlord and Tenant are executing this Memorandum for the purpose of giving record notice of the existence of and certain terms of the Lease.

NOW THEREFORE, Landlord and Tenant acknowledge the Lease contains the following terms:

1. Term. The Term of the Lease is 99 years.
2. Ownership of Improvements. During the Term, Tenant is deemed to be the owner of all improvements located on or appurtenant to the Premises. Upon expiration or earlier termination of the Lease, ownership of all improvements shall revert to and become the sole property of Landlord.

4. Terms of Lease. The rights and obligations of Landlord and Tenant shall be governed solely by the terms and conditions of the Lease, and in the event of any conflict between the provisions of the Lease and this Memorandum, the Lease shall control.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

*[SIGNATURE PAGE FOLLOWS]*





## City of Verona Small Business COVID-19 Support Program

The City of Verona Small Business COVID-19 Support Program is available for small businesses 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 \$200,000 of available funds to support City of Verona small businesses with employment retention and to mitigate losses from the COVID-19 pandemic. Grant awards will range from \$1,000 to \$5,000 and will depend on the number of applicants.

### **Application Eligibility:**

Program funds are limited and subject to change. Eligible applications are due **May 5<sup>th</sup> 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](mailto:adam.sayre@ci.verona.wi.us). The awarding of grants will occur after May 5<sup>th</sup> 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.
- Established business for at least six (6) months (opened on or before September 15, 2019).
- Managed a profitable business operation in 2019.
- If a local franchisee, your small business does not have access to franchisor financial support.
- The Business is not delinquent as it relates to City of Verona property taxes, personal property taxes, fees, special assessments, etc.
- Less than \$1 million in revenue in 2019.
- Demonstrate at least a 25% reduction in revenues attributable to the COVID-19 pandemic.

**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:

- You own or are authorized to represent the small business named above.
- Your small business has experienced substantial financial impact due to COVID-19.
- Your existing for-profit business in the City of Verona has a bricks and mortar presence.
- Your small business employs 25 or fewer full-time equivalent (FTE) positions.
- Your small business has been in operation for at least six (6) months (opened on or before September 15, 2019).
- Your small business was a profitable business operation in 2019
- If a local franchisee, your small business does not have access to franchisor financial support.
- The Business is not delinquent as it relates to City of Verona property taxes, personal property taxes, fees, special assessments, etc.
- Your Business had less than \$1 million in revenue in 2019.
- Your Business can demonstrate at least a 25% reduction in revenues attributable to the COVID-19 pandemic.

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, has been in operation for at least six months, 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. 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.
5. The Business is not delinquent as it relates to City of Verona property taxes, personal property taxes, fees, special assessments, etc.
6. Your Business had less than \$1 million in revenue in 2019.
7. Your Business can demonstrate at least a 25% reduction in revenues attributable to the COVID-19 pandemic.
8. 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.
9. 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

**ORDINANCE NO. 20-965**

**AN ORDINANCE CREATING SECTION 2-4-8(g)  
OF THE CODE OF ORDINANCES, CITY OF VERONA, WISCONSIN  
RELATED TO THE CITY OF VERONA  
SMALL BUSINESS COVID-19 SUPPORT PROGRAM**

*The Common Council of the City of Verona, Dane County, Wisconsin, do ordain that Section 2-4-8(g) of the Code of Ordinances, City of Verona, Wisconsin is created to read as follows:*

**(g) Small Business COVID-19 Support Program.** The Common Council may approve grants and appropriate funds from the revolving loan fund for purposes of the City of Verona Small Business COVID-19 Support Program without a recommendation from the VEDC.

*The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on April 27, 2020.*

CITY OF VERONA

\_\_\_\_\_  
Luke Diaz, Mayor

(seal)

\_\_\_\_\_  
Ellen Clark, City Clerk

ENACTED: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_