



PUBLIC SPEAKING INSTRUCTIONS

WRITTEN COMMENTS: You can send comments to the Town Board on any matter, either on or not on the agenda, by emailing mgeller@town.verona.wi.us or twithee@town.verona.wi.us or in writing to Town Board Chair, 7669 County Highway PD, Verona, WI, 53593.

- 1) Call to Order/Approval of the Agenda
- 2) Pledge of Allegiance
- 3) Public Comment – Comments on matters not listed on this agenda could be placed on a future meeting agenda. If the Chair or staff has received written comments for items not on the agenda, these may be read.
- 4) Approval of minutes from July 5, 2022
- 5) Committee Reports
 - A. Plan Commission
 - B. Public Works
 - C. Ordinance Committee
 - D. Financial Sustainability Committee
 - E. Natural and Recreational Areas Committee
 - F. EMS Commission
 - G. Senior Services Committee
 - H. Town Chair's Business
 - I. Supervisor Announcements
- 6) Staff Reports
 - A. Administrator/Planner Report
 - B. Public Works Director Report
 - C. Clerk/Treasurer Report
- 7) Old Business
 - A. Discussion and Possible Action: ICE Inc. Lease Renewal
 - B. Discussion and Possible Action: Continuation of the Municipal Court
- 8) New Business

- A. Discussion and Possible Action: Joint Municipal Court Conflict Waiver
- B. Discussion and Possible Action: Annual MPO Budget Contribution Request
- C. Discussion: Check Register Review

9) Adjournment

Regular board agendas are published in the Town's official newspaper, The Verona Press. Per Resolution 2016-2 agendas are posted at the Town Hall and online at www.town.verona.wi.us. Use the 'subscribe' feature on the Town's website to receive agendas and other announcements via email. Notice is also given that a possible quorum of the Plan Commission and/or Public Works, Ordinance, Natural and Recreational Areas, and Financial Sustainability Committees and could occur at this meeting for the purposes of information gathering only.

If anyone having a qualifying disability as defined by the American with Disabilities Act needs an interpreter, materials in alternate formats, or other accommodations to access these meetings, please contact the Town of Verona @ 608-845-7187 or twithee@town.verona.wi.us. Please do so at least 48 hours prior to the meeting so that proper arrangements can be made.

Mark Geller, Town Chair, Town of Verona
Sent to VP: 07/22/2022



Town of Verona Strategic Planning Summary

Two strategic planning sessions held by the Town Board, committees, and commissions on November 11, 2017 and February 17th, 2018. The purpose of these sessions was to develop an updated vision statement and outline guiding principles for work going forward.

Town of Verona Vision Statement

To maintain the Town as an independent, financially sustainable, safe,
and healthy rural community

Guiding principles

- Create a welcoming and inclusive community
- Provide efficient services
- Be fiscally responsible
- Anticipate and plan for growth
- Protect and enhance cultural and natural resources
- Maintain open and transparent government
- Coordinate and collaborate with neighboring jurisdictions/key partners

Town of Verona
Town Board Meeting Minutes
Tuesday, July 5, 2022

Town Board Members Present: Chair Geller, Mathies, Lonsdorf, Duerst, and Paul
Staff Present: Administrator/Planner Gaskell, Clerk/Treasurer Withee, and Public Works Director Barnes
Applicants Present: Clint Weninger, Lisa Steinhauer, Jim Bricker, Nic Mink and Nathan Lockwood

- 1) Call to Order/Approval of the Agenda – Chair Geller called the meeting to order at 6:30 pm. Motion by Duerst to approve the agenda, second by Mathies. Motion carried by voice vote.
- 2) Pledge of Allegiance
- 3) Public Comment – none
- 4) Approval of minutes from June 7, 2022 – Motion by Duerst to approve the minutes from June 7, 2022, second by Mathies. Motion carried by voice vote.
- 5) Committee Reports

A. Plan Commission

1. Discussion and Possible Action: Amended Lane Use Application 2022-01 submitted by Nathan Lockwood on behalf of Epic Systems for a rezone of a 4.9-acre portion of parcel 062/0608-092-9152-0 from AT-35 to LC. The Plan Commission recommended approval at their June meeting, as did the Joint City Town Planning Committee. Motion by Lonsdorf to approve Land Use Application 2022-01 submitted by Nathan Lockwood on behalf of Epic Systems for a rezone of a 4.9-acre portion of parcel 062/0608-092-9152-0 from AT-35 to LC, with the condition they adhere to the dark sky ordinance, second by Mathies. Discussion by board. Motion carried by voice vote.
2. Discussion and Possible Action: Land Use Application 2022-04 by Frostwood Farms for approval of a concept plan and rezone for parcel 062/0608-134-8100-4 from AT-35 to MFR-08 for Farm 6, a 16-unit Conservation Condominium Development. The Plan Commission recommended approval of the rezone at their June meeting. The proposal will need to be reviewed by the Joint City/Town Planning Committee. Motion by Geller to approve Land Use Application 2022-04 by Frostwood Farms for a rezone of parcel 062/0608-134-8100-4 from AT-35 to MFR-08 for Farm 6, a 16-unit Conservation Condominium Development, second by Duerst, with the following conditions:
 - Land be deed restricted to Single Family
 - Approval by the Joint City/Town Planning Committee
 - Approval of the Final Plat
 - Approval of the Development Agreement and Declaration of Covenants

Motion carried by voice vote.

3. Discussion and Possible Action: CUP Application 2022-01 by Payne & Dolan (on behalf of the Herfel Trust) to allow for aggregate crushing at 1977 State Highway 69. The Plan Commission recommended approval of the rezone at their June meeting. Discussion by board. Motion by Mathies to approve CUP Application 2022-01 by Payne & Dolan (on behalf of the Herfel Trust) to allow for aggregate crushing at 1977 State Highway 69 due to the standards of a CUP having been met and with the following conditions, second by Duerst. Motion carried by voice vote. Paul abstained.

- a. The applicant shall not apply for an extension of the termination date of the permit which is December 30th, 2030.
- b. The CUP will expire upon any change of operator.
- c. The current CUP will terminate if a new CUP is granted.
- d. Engine braking is prohibited for all vehicles either entering, leaving or driving on-site.
- e. No off-site materials may be brought on site for any operational purposes.
- f. The applicant will reduce the noise caused by the back-up signal of trucks.
- g. The applicant will comply with all applicable Town and County ordinances.
- h. Noise levels shall not exceed 70 decibels measured at the inside edge of the ROW line on the Phase II parcel. Measurements shall be taken at two sites to be determined and data shall be publicly available in real time.
- i. No visual dust generated by on-site operations will be permitted to cross property lines.
- j. All applicable conditions of the existing CUP shall carry forward along with any applicable standards.

B. Public Works – no meeting.

C. Ordinance Committee – no meeting.

D. Financial Sustainability Committee – Mathies stated the committee is beginning discussions on longer term planning to include a 5-year budget and will review costs to include inflation with several scenarios.

E. Natural and Recreational Areas Committee

1. Discussion and Possible Action: Purchase of Development Rights. Lonsdorf gave a review of the information in the packet. Discussion by the Board. Motion by Paul to No longer pursue the purchase of development rights, second by Duerst. Mathies – aye, Lonsdorf – nay, Paul – aye, Duerst – aye, Geller – abstained. Motion carried.
2. Discussion and Possible Action: An ordinance be created to require all stormwater systems within the town be inspected and certified on a regular basis no less than every two years by a qualified engineering firm. Discussion by the Board. Motion by Duerst to wait 2 years for the county to create an ordinance, second by Mathies. Lonsdorf – nay. Motion carried.

- F. EMS Commission – Lonsdorf stated they reviewed the 2023 budget and there was a calculation error that will be reviewed next month. \$3 million budget with approximately half of revenue coming from runs and the other half coming from the stakeholders.
 - G. Senior Services Committee – Paul reported the Center serves 7 town residents with Meals on Wheels and 11 town residents use case management services. The Center is trying to monitor how many town residents are attending activities at the center.
 - H. Town Chair’s Business – Geller stated that there was a Joint City/Town Planning Committee meeting. He met with Fitchburg Mayor and had a good discussion. Quarterly meeting with Epic occurred in June and out of 10,000 employees, roughly 400 live in Verona. Epic is actively purchasing land in the town. CARPC public hearing for Marty farm is July 14th. Board members should speak only as town residents and not representatives of the Town.
 - I. Supervisor Announcements – Paul stated that residents can submit email responses regarding Marty Farm development by July 13th.
- 6) Staff Reports
- A. Administrator/Planner Report – Gaskell stated there will be a meeting tomorrow regarding municipal court.
 - B. Public Works Director Report – Paul asked if the truck was sold. Barnes stated Friday it was at \$11,000 but he was out paving today and hasn’t checked.
 - C. Clerk/Treasurer Report – no questions.
- 7) Old Business – none
- 8) New Business
- A. Discussion and Possible Action: Transfer of a Town of Verona Reserve Liquor License to the Town of Montrose. Nic Mink reviewed their plan for the building in Paoli. Discussion by the board. Motion by Lonsdorf to approve Transfer of a Town of Verona Reserve Liquor License to the Town of Montrose for \$10,000, second by Duerst. Motion carried by voice vote.
 - B. Discussion and Possible Action: ICE Inc. Lease Renewal. Gaskell reviewed the current lease and the plan to expand. The lease is for \$10 per year, Town attorney has reviewed and approved the draft. The Verona Common Council approved the lease at their June meeting. Motion by Duerst to renew the ICE Inc. lease, second by Paul. Discussion by board. More information was requested regarding the history of the parcel and subsequent lease. Duerst withdrew his motion, second by Paul.
 - C. Discussion and Possible Action: Resolution 2022-03 To Adopt the Town of Verona Annex to the Dane County Natural Hazard Mitigation Plan. Barnes reviewed the staff report.

Discussion by board. Motion by Duerst to approve Resolution 2022-03 To Adopt the Town of Verona Annex to the Dane County Natural Hazard Mitigation Plan, second by Mathies with the line regarding the town having one-year operating funds in reserve be corrected. Motion carried by voice vote.

D. Discussion: Check Register Review

- 9) Motion by Duerst to adjourn, second by Mathies, meeting adjourned with no objection at 9:38 pm.

Prepared by Teresa Withee, Town Clerk

Approved:

DRAFT

TOWN OF VERONA

TO: Town Board of Supervisors

FROM: Sarah Gaskell, Planner/Administrator

SUBJECT: Administrator Report for August 2022

Upcoming Meetings

- NRAC – no meeting in August
- Public Works – August 16th, 6:30pm Town Hall
- Plan Commission – August 18th, 6:30pm Town Hall
- Financial Sustainability – August 18th, 1:00pm Town Hall

General

- Staff vacation: Judd out of office August 4 – August 14; Gaskell out August 10-15; Withee out August 22-26th; Rybowskiak out August 9-10th and 23-24th

Work Plan

- Town Board Supervisor Handbook
- Municipal Court
- ARPA project determination
- Communications Plan
- Emergency Plan
- Impact Fee Analysis

TOWN OF VERONA

TO: Town Board of Supervisors
Public Works Committee

DATE: July 29, 2022

FROM: W. Christopher Barnes, Public Works Director

SUBJECT: Monthly Report – July 2022

The monthly Public Works Department Activity report is submitted for the information and review of the Board and the Committee. July was an active month with the completion of the road construction program, roadside mowing season, tree clearing, brush clearing for sight distance and pothole patching. Numerous citizen and resident concerns and action requests were received and addressed on a daily basis. If you should have any questions, please let me know.

Road Maintenance Activities

- Performed downed tree removal and storm clean up from the 7-23/24 storm event. On various town roads. Eight trees were cleared.
- Picked up roadside fly dumping debris from Grandview Road.
- Continued roadside mowing Town-wide and Goose Lake area.

Equipment and Facility Activities

- Sold the 2007 Peterbilt at Wisconsin Surplus Auction. Net settle mint received was \$41,904
- Completed treatment of the exterior building wood.
- Continuing to obtain quotes for conversion from propane to natural gas for the facility

Sanitary Sewer Utility Activities

- Continued discussions with Madison Metro Sewerage District staff about the upcoming force main relief project. Working with the WDNR to consider an

access drive from Pheasant Lane to the Town and MMSD sewer for maintenance access.

- Responded to 4 Digger Hotline utility locate requests
- Received notice MMSD was soliciting engineering proposals for the extension of the Lower Badger Mill Creek Interceptor Form County Highway PD to Mid-Town Road. Map attached

Engineering Activities

- Continued working with WISDOT on the successful grant application for Fitchrona Road reconstruction in conjunction with the City of Fitchburg. The plan is to reduce the project limits to Nesbitt Road to Lacy Road to stay within the Town budgeted local match.
- Completed construction of the 2022 roads. (Sunset Drive, Grandview Road, and Rolling Oaks Lane), all work is complete including paving, stone shouldering, new signs and chip seal surface. Dane County Highway to do the final pavement stripping in August.
- Preparing final acceptance documents for the Twin Rocks Subdivision.
- Valley Road Bridge design is complete and submitted for final review by WISDOT for a fall 2022 bid letting.

c: Sarah Gaskell, Town Planner/Administrator
Mark Judd, Road Patrolman

Figure 1: LBMCI Phases 5 & 6



TOWN OF VERONA

TO: Town Board of Supervisors

FROM: Teresa Withee, Clerk/Treasurer

SUBJECT: July 2022 Clerk/Treasurer Report

Clerk

- Attended Town Board meeting and recorded minutes
- 18 movers' postcards were returned undeliverable, sent letters to all to verify they have moved
- Completed election postcard information in WisVote
- Updated the Website with Election information and created new tabs with election information
- Entered absentee requests and new registrations
- In person absentee voting is from July 26th through August 5th
- Prepared election materials for absentee voting at Badger Prairie Health Care Center for two visits from special voting deputies
- 253 absentee ballots have been either mailed or voted in person with 136 returned as of 7/28/2022
- Two training / meeting dates have been set for election workers

Treasurer

- Reviewed invoices, printed checks, prepared unpaid invoice reports and check detail reports
- Monthly bank reconciliations
- Prepared information for Financial Sustainability Committee meeting to be held in August

TOWN OF VERONA

TO: Town Board of Supervisors

FROM: Sarah Gaskell, Planner/Administrator

DATE: August 2nd, 2022

RE: Administrator's Memo – August Town Board Meeting

Old Business

- 1) Discussion and Possible Action: ICE Inc. Lease Renewal
The existing lease is being renewed due to planned expansion of the rink. The Town and the City equally own this parcel in fee simple, and it has been leased to ICE Inc. for the past 28 years for an annual rent of \$10. The lease has been reviewed and approved by the Town Attorney and was approved by the City of Verona Common Council on June 27th, 2022. Information on the history of the parcel is provided in the board packet.
- 2) Discussion: Continuation of the Municipal Court
Gaskell and Reuter have been participating in bi-weekly meetings to be on track to dissolve the existing court by October 1st, 2022. If the 2023 budget allows, a new court will be formed jointly with the Towns of Middleton, Springfield and possibly Cross Plains, to be housed at the Town of Verona.

New Business

- 1) Discussion and Possible Action: Joint Municipal Court Waiver
The waiver designates Al Reuter as the legal representative for Town of Verona in the negotiations to form a new court with the Town of Middleton.
- 2) Discussion and Possible Action: Resolution 2022-04 to Adopt the Dane County Natural Hazard Mitigation Plan: 2022 Update

The County determined that municipalities must adopt the plan in its entirety and not just their specific appendix. The language change requested during the last discussion of this plan has been made. The plan can be viewed [here](#). Adoption is requested by August 30th, 2022.

3) Discussion and Possible Action: Annual MPO Contribution Request

The MPO is requesting a 2023 contribution of \$682. In 2022, the board approved the contribution request for \$494. MPO is requesting a response by August 19th, 2022.

9/30/74

Noted from
Dane County
1/2 of 8 acres
(fire station)

LAW OFFICES

ELA, ESCH, HART & CLARK

122 W. WASHINGTON AVENUE

MADISON, WISCONSIN 53703

AREA CODE 608
256-5456

FRANK L. GILBERT 1930
LESTER W. RAEDER 1935
ROMAN HEILMAN 1936
EMERSON ELA 1956
WALTER P. ELA 1974

G. BURGESS ELA
JOHN H. ESCH
EDMUND J. HART
JAMES F. CLARK
RONALD J. KOTNIK
DAVID S. UPHOFF
JOHN C. FRANK
KAREN MERCER
RICHARD J. LANGREHR

POYNETTE, WISCONSIN OFFICE 53955

P. O. BOX 128
AREA CODE 608
635-4324

November 1, 1974

Martin F. Fiess, Clerk
Village of Verona
Verona Village Hall
100 Factory Street
Verona, Wisconsin 53593

Re: Village of Verona and Town of Verona
Purchase of 8-acre Parcel from Dane County

Dear Martin:

Enclosed herewith is recorded deed from County of Dane to Village of Verona and Town of Verona covering the 8-acre parcel in the Southeast 1/4 of Section 15, Town 7 North, Range 8 East, Town of Verona, Dane County, Wisconsin, located East of Lincoln Street, South of U.S. Hwy. 18-151 and North of the railroad track which is dated September 20, 1974, recorded September 30, 1974 in Volume 535 of Records, page 883, Dane County Registry, so that you may put it in your records in regard to this matter.

Also enclosed is title policy #C-123 of Chicago Title Insurance Company dated October 29, 1974, in the amount of \$20,000, issued to Village of Verona and Town of Verona as tenants in common, covering the premises described in the above deed with certain exceptions shown in Schedule B-Section 2 and which we call to your attention which relate to public or private rights, rights for easements and specifically to an easement to Wisconsin Power and Light Company which is along the Southerly 5 feet of the 8-acre parcel; limitations imposed upon ingress and egress under Declaration of State Highway Commission recorded in Vol. 289 of Misc., page 379 wherein it is designated the Hwy. 18-151 is a controlled-access highway and the amended control access declaration recorded in Vol. 319 of Misc., page 362, and conditions and reservations set forth in a deed from County of Dane to State of Wisconsin recorded as document #922211 also relating to rights of access, private driveways and agricultural special crossings, the latter of which rights could be forfeited by virtue of a change in conjunctive use or the partial change of owners or leasehold interest unless expressly extended by the State Highway Commission.

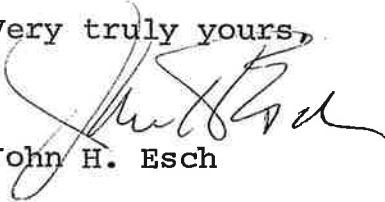
We also enclose survey map #8609L by George A. Weir, Dane County Surveyor, dated August of 1974, covering the 8-acre parcel for your files in this matter.

Martin F. Fiess, Clerk

Page 2

Our statement for services and disbursements in this matter (your 1/2 share of the total) is also enclosed which we trust meets with your approval.

Very truly yours,



John H. Esch

JHE:ed

Enclosures

1411125

BY THIS DEED, County of Dane, a municipal corporation,

Received for Record Sept 30 at 2:25 o'clock P.M.

and recorded in vol. 535 on page 88

Harold K. Hill Register

quit-claims to Village of Verona and Town of Verona,
in tenancy in common,

Grantees S, for a valuable consideration of Twenty Thousand Dollars (\$20,000.00)

the following described real estate in Dane County, State of Wisconsin:

Part of the Southeast 1/4 of Section 15, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, more fully described as follows:
Commencing at the South 1/4 corner of said Section 15; Thence N4°40'W, 1,234.65 feet; Thence N61°30'E, 1,510.45 feet; Thence S4°40'E, 131.19 feet to POB of this description; Thence N61°30'E, 181.0 feet; Thence on a curve to the right of radius 2,744.71 feet whose long chord bears N67°17'40"E, 554.21 feet; Thence S4°40'E, 550.57 feet; Thence S77°24'30"W, 245.74 feet; Thence on a curve to the left of radius 1,960 feet whose long chord bears S70°36'15"W, 464.43 feet; Thence N4°40'W, 457.78 feet to the POB of this description. Said parcel contains 8 acres.

RETURN TO

E. E. H. & C -

Tax Key # _____

This is Not homestead property.

The property will be developed and used solely for municipal purposes which includes the possibility of providing facilities for use by the elderly. In the event the property is not so developed by August 1, 1979, Grantor shall have the right and option, exercisable at any time thereafter upon reasonable notice to Grantees, to repurchase premises for the total sum of \$20,000.00.

Executed at Madison, Wisconsin this 20th day of September, 19 74.
County of Dane By:

SIGNED AND SEALED IN PRESENCE OF

Robert M. Hesslink, Jr.
Robert M. Hesslink, Jr.
Agnes F. Christensen
Agnes F. Christensen

George F. Reinke (SEAL)
George F. Reinke, Dane Co. Executive
Francis R. Hebl (SEAL)
Francis R. Hebl, Dane Co. Clerk

_____ (SEAL)

Signatures of George F. Reinke, Dane County Executive and Francis R. Hebl, Dane County Clerk

authenticated this 16th day of September, 19 74.

Robert M. Hesslink, Jr.
Robert M. Hesslink, Jr.

FEE
2
EXEMPT

Title: Member State Bar of Wisconsin or Other Party
Authorized under Sec. 706.06 viz. _____

STATE OF WISCONSIN

County. } ss.

Personally came before me, this _____ day of _____, 19____, the above named _____

to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by

Robert M. Hesslink, Jr.,
Asst. Dane Co. Corporation Counsel

Notary Public _____ County, Wis.

My Commission (Expires) (Is) _____

The use of witnesses is optional.

Names of persons signing in any capacity should be typed or printed below their signatures.

FURNISHED BY

COLUMBIA LAND TITLE COMPANY

111 East Wisconsin St.
Portage, Wis. 53901

VOL 535 PAGE 883

68

March 1, 1994
Tuesday 7:30 P.M.

The REGULAR meeting of the Verona town Board was held on tuesday March 1, at the Verona Town Hall 335 N. nine Mound Road

PRESENT: Dahlk, Bitzer, Johnson Tollefson, Wixson, Nelson
ALSO PRESENT: Pat Ampe-Dane Co. Towns Assoc., Ron White, Atty. Mike Bauer, Renee Slotten/Beauchamp, Donald Beauchanmp, Carl Raemisch, Al Chezcholinski-D.C. Pub. Works, Linda/Richard Lalor, Dale Ziegler, Gerry Maurer, Gregg Miller, Jim/Arlene Burke, Mrs Werner Schorr

Clerk noted the agenda was published in the Verona Press the week of Feb. 24th with amended posted in the three (3) places

Board discussed but took no action on the proposed road discontinuance on Johnson property (Nesbitt Rd. area)

REPORT OF PLAN COMMISSION

Certified Survey Map # 5525 Midthun (Zevnik)
Plan Commission approved survey after discussion as to reasons for the land division - property is an estate. Moved by Tollefson, seconded by Wixson to recommend approval of CSM #5525 as there are lots across on Sunset Drive of similar size. Motion Carried.

Conditional Use Permit #1123 - D.C. Public Works

Al Czecholinski of D.C. Public Works indicated reasons for the resubmit - due to the expiration of previous. Permit is needed to extend thru the 1994 construction season. The 1993 season consisted of hauling over 200,000 cy of fill from the Verona Commercial Park. Due to wet season no clay was mined or put in place. Moved by Bitzer, seconded by Tollefson to approve the request on condition that previous conditions as indicated in Permit #955 with the exception of item #2 to be changed to reflect 1994 date. Motion Carried.

D.C. Zoning Petition #5869 & CUP #1125 Bell

Plan Commission recommend approval as request was to clean up zoning to have entire property in compliance. Bell wants to expand barn. No conditions were indicated. Moved by Wixson seconded by Bitzer, to approve zoning petition #5869 & CUP #1125 with two (2) conditions: that the A-2 designation allow for horses only and that any construction on buildings will not alter present water flow. Motion Carried.

D.C. Zoning Petition #5871 - Hodgeson

Matter was table at plan commission pending submittal of a survey.

D.C. Zoning Petition #5874 & CSM #5527 Lalor for Haessler Plan Commission was for approval due to ex ag zoning was not in compliance with County Ordinance. Moved by Bitzer, seconded by Tollefson, to recommend approval of petition and certified survey. Motion Carried.

D.C. Zoning Petition #5873 - Nelson Plan Commission was for approval with conditions Moved by Wixson, seconded by Tollefson, to recommend approval on condition that no outside storage of equipment and vehicles, and that the only permitted use (J) be allowed in the C-1 district. Motion Carried.

D.C. Zoning Petition #5886 & CSM #5526 Gust Recommendation from plan commission was for approval to bring land into compliance with County Zoning Ordinance. Moved by Tollefson, seconded by Wixson, to recommend approval of petition and certified survey. Motion Carried.

Black Cherry Plat - Ron White Bitzer indicated Plan Commission had approved. Moved by Bitzer, seconded by Wixson, to approve subdivision plat. Motion Carried. Board reviewed contract for subdivision improvements, letter from Town's attorney indicating a needed change and letter of credit. Moved by Bitzer, seconded by Tollefson, to approve contract for subdivision improvements on condition that the language suggested by town's attorney in letter dated Sept. 3, 1993 be added to "Article III". Motion Carried. Moved by Bitzer, seconded by Wixson that town accept irrevocable letter of credit submitted by Ron White. Motion Carried.

D.C. Ordinance Amendment #15 & #16

Moved by Bitzer, seconded by Wixson, to approve final ordinance amendment #15 & 16 as returned by County Clerk. Motion Carried.

Burke - Sherrer Zoning Petition

Board discussed action taken at January meeting on the zoning request. Moved by Tollefson, seconded by Wixson to rescind motion of Jan. 7, 1994 meeting regarding Z.P. #5766. Motion Carried. Moved by Wixson, seconded by Tollefson to approve zoning petition #5766 no conditions. Ziegler, Plan Commission member indicated dissatisfaction with the Town Board's handling of the petition and deed restrictions. Platting of lands vs. the Sherrer will land divisions was discussed. Atty. Bauer indicated his clients dissatisfaction with notification of meetings, conditions and deed restrictions, and the zoning change. Board members stated views on the proposed zoning, land divisions and deed restrictions and covenants. Chairman called the question: AYE: 4 NO: 1 Motion Carried.

Claim for Illegal Tax

Board reviewed letter submitted by Carl Raemisch, Cross Country Road, requesting a tax refund as house was not 100 % finished at the time of the townwide reassessment. Moved by Tollefson, seconded by Bitzer, to allow claim for \$1026.89 reflecting a 25% reduction in the improved value of parcel.

ICE Hockey Inc.

Wixson indicated progress on hockey rink, lease and annexation. Moved by Tollefson, seconded by Wixson to approve lease with ICE Hockey Inc. and authorize Chairman and Clerk, to sign. Motion Carried. Moved by Wixson, seconded by Nelson, to approve petition for direct annex to City of Verona all the fire station lands, and authorize Chairman and Clerk to sign. Motion Carried.

1993 Audit - Town of Verona

Clerk presented board with preliminary 1993 audit reports.

Building Permits month of February

Permits issued for the month were reviewed. Clerk noted correspondence from DILHR regarding number of inspections for footings/foundations.

1994 Bridge Inspections

Moved by Tollefson, seconded by Bitzer, to approve agreement with Dane County Hwy. Dept. for an amount of \$595.00 to have town bridges inspected in 1994 and authorize Chairman and Clerk to sign. Motion Carried.

Moved by Tollefson, seconded by Wixson, to approve minutes of the February meeting. Motion Carried. Moved by Tollefson, seconded by Wixson, to approve bills. Motion Carried.

ADJOURN: Bitzer/Tollefson

10:30 P.M.



Rose M. Johnson, Clerk/Treas.

LEASE AGREEMENT

RECITALS

- A. The City of Verona (the “City”) is a Wisconsin municipal corporation with the authority to lease property that it owns pursuant to the Wisconsin Statutes, including, but not limited to, Wis. Stat. §§ 62.23 and 62.11.
- B. The Town of Verona (the “Town”) is a Wisconsin municipality with the authority to lease property that it owns pursuant to the Wisconsin Statutes, including, but not limited to, Wis. Stat. § 60.01.
- C. The City and the Town equally own in fee simple the property at 451 E. Verona Avenue in the City of Verona, Dane County Wisconsin [parcel identification number: 286/0608-154-8211-2] (hereinafter, the “Premises”). For purposes of this Lease Agreement (the “Lease”), the City and the Town are “Lessor.”
- D. I.C.E., Inc. is a non-profit Wisconsin corporation organized for the purpose of operating the Verona Ice Arena, which arena is located on the Premises. For purposes of this Lease, I.C.E., Inc. is “Lessee.”
- E. Lessor wishes to lease the Premises to Lessee, and Lessee wishes to lease the Premises from the Lessor, for the uses and purposes set forth in this Lease.
- F. The City and the Town find that leasing the Premises to I.C.E., Inc. pursuant to the terms and conditions of this Lease benefits the City, the Town, and their residents, and is in the public interest.

AGREEMENT

NOW, THEREFORE, THIS LEASE AGREEMENT is made and entered into by and between Lessee and Lessor.

ARTICLE 1 SUMMARY OF TERMS

- 1.1 Date of Lease: _____, 2022
- 1.2 Lessor: City of Verona and Town of Verona
- 1.3 Lessor’s Address: 111 Lincoln Street
Verona, WI 53593

7669 County Highway PD
Verona, WI 53593

- 1.4 Lessee: I.C.E., Inc.
- 1.5 Lessee's Address: 451 E. Verona Avenue
Verona, WI 53593
- 1.6 Premises Address: 451 E. Verona Avenue
Verona, WI 53593
- 1.7 Length of Term: Twenty (20) years
- 1.8 Commencement Date: _____, 2022
- 1.9 Termination Date: _____, unless terminated
earlier pursuant to this Lease

ARTICLE 2 GRANT AND TERM

2.1 *Premises.* In consideration of the rents, terms, covenants and agreements to be performed and observed by Lessee, as hereinafter set forth, Lessor rents to Lessee and Lessee rents from Lessor the Premises, including the improvements and fixtures located thereon.

2.2 *Term.* The term of this Lease shall be twenty (20) years, commencing on _____, 2022, and terminating at 12:00 a.m. (midnight) on _____, _____, unless otherwise terminated earlier hereunder.

2.3 *Renewal(s).* If Lessee is not then in default under the provisions of this Lease, it shall have the right, privilege and option to extend this Lease for a period of an additional twenty (20) years from the date of expiration of the original term upon notice, in writing, to Lessor of Lessee's intention to exercise said option, given at least 180 days prior to the expiration of the original term of this Lease. Moreover, if Lessee is not then in default under the provisions of this Lease, it shall have the right, privilege and option to extend this Lease, a second time, for a period of an additional twenty (20) years from the date of expiration of the initial renewal term upon notice, in writing, to Lessor of Lessee's intention to exercise said option, given at least 180 days prior to the expiration of the initial renewal term of this Lease.

2.4 *Former Lease.* For avoidance of doubt, this Agreement supersedes and replaces the Land Lease executed by Lessor and Lessee dated February 14, 1994.

2.5 *Ownership of Premises.* Lessor warrants and represents that at the time of execution of this Lease, the City and the Town own the Premises in fee simple and have the authority to execute this Lease.

2.6 *Surrender of Premises.* Upon termination or expiration of this Agreement, all improvements and fixtures located on the Premises on the Commencement Date, including but not limited to the Facility (defined in Section 4), and any improvements and fixtures constructed after the Commencement Date, including but not limited to the expansion of the Facility, shall at Lessor's option become the property of Lessor and this Lease shall constitute a Bill of Sale by Lessee assigning and transferring to Lessor all improvements and fixtures located on Premises on the Commencement Date and all improvements and fixtures installed on the Premises thereafter. Lessee shall, without notice or demand, surrender the Premises in good condition, and shall surrender all keys to Lessor.

ARTICLE 3 RENT

3.1 *Rent.* During each year of the original term of this Lease, and any renewals, the annual rental shall be \$10.00 payable in advance in one annual payment. All rents shall be paid one-half to the Town of Verona and the City of Verona, and sent to the addresses identified in Section 1.3.

ARTICLE 4 USE OF PREMISES

4.1 *Existing Facility.* Lessor and Lessee agree and acknowledge that at the time of the execution of this Lease the Premises contain the Verona Ice Arena (the "Facility"). The Facility shall at all times be operated as a nonprofit organization as recognized by the Internal Revenue Service and shall at no time be operated for profit. In the event the Facility is operated at any time for profit, this Lease shall terminate. The Facility shall not be used for any other purpose other than as an indoor ice rink, except upon written approval of Lessor.

4.2 *Expansion of Facility.* Lessee has submitted plans to Lessor to expand the Facility. Lessee's expansion shall be constructed only upon the inspection and written approval of the plans by Lessor. Notwithstanding the preceding sentence, Lessee agrees and acknowledges that it must receive all other necessary approvals from the City of Verona in its capacity as a governmental body and other applicable governing agencies, if any. Once construction of the expansion is completed, for purposes of this Lease, the Facility shall include the expansion.

4.3 *Public Use of Facility.* Each sheet of ice in the Facility shall be available for use by the general public for open skating at least 16 hours per month at a cost to the skaters of no greater than the average cost charged by similar facilities in the Dane County area.

4.4 *Sublease.* This Lease may not be assigned without permission of Lessor.

4.5 *Condition of Premises.* Lessee acknowledges that it has examined and knows the condition of the Premises and accepts same as they are, and that no representation as to present or future improvement or repair thereof have been made by Lessor prior to or at the execution of this Lease.

4.6 *Liens.* Any buildings or other improvements constructed or placed upon Premises, including, but not limited to, the Facility, shall be free and clear of all liens and claims, including, but not limited to, mechanics and materialmen's liens and claims. Lessee shall promptly pay for all work performed upon the Premises and shall keep the Premises and Lessor's interest therein free and clear of all liens and claims which might arise by reason of such work or materials.

4.7 *Maintenance, Repairs and Cleanliness.* Lessee at its expense shall keep the Premises and the Facility in good order, repair, and condition, except for ordinary wear and tear and damage by fire or other casualty. Further, Lessee at its expense shall keep the Premises and the Facility neat and clean and in a reasonably attractive condition. Lessee shall be responsible for the repairs and replacement of the following: sidewalks adjacent to the Facility; sidewalks from the Facility that provide connectivity to the parking area; garbage dumpster pad and surrounding fencing; and pavement structure creating the drive isle along the western and northern perimeter of the proposed addition.

4.8 *Snow and Garbage Removal.* Lessee at its expense shall keep the sidewalks adjoining the Premises reasonably free and clear of ice and snow, and shall keep all garbage, refuse, trash and debris in closed containers and shielded from view, all as required by applicable ordinances and governmental regulations.

4.10 *Parking Area.* Lessor shall remove snow and ice from the parking area on the Premises in its normal course of snow removal within the City of Verona. Lessee has the right to remove snow and ice from the parking area on the Premises prior to Lessor's work if it so chooses; however, Lessor shall not be responsible for any costs incurred by Lessee for removing snow and ice.

4.9 *Landscaping; Netting.* Lessor shall be responsible for mowing grass and trimming trees on the Premises in the fashion that it maintains other Lessor property and within its normal course of business. Lessee is responsible for all other landscaping maintenance on the Premises, and shall maintain the landscaping in a neat and clean and reasonably attractive condition. Further, as a condition of approval of the site plan related

to the expansion of the Facility, Lessee is required to install and maintain protective netting on the Premises pursuant to plans approved by Lessor. The purpose of the protective netting is to help prevent damage to parked cars on the Premises from baseballs or softballs from an adjacent field.

4.11 *Laws and Regulations.* Lessee shall:

- (1) Comply with all applicable laws, ordinances, and regulations affecting the use and occupancy of the Premises.
- (2) Comply with all orders issued by Public Health Madison and Dane County, including, but not limited to, any orders related to COVID-19.

4.12 *Compliance with ADA.* Lessee shall comply with the Americans With Disabilities Act of 1990 (“ADA”) and shall hold Lessor harmless and indemnify the Lessor for all costs and expenses related to such compliance or for any claims, liabilities, costs or expenses (including Lessor’s reasonable attorney’s fees and expenses) resulting from Lessee’s failure to comply with ADA. Within ten (10) days after receipt, Lessee shall provide Lessor with a copy of: (i) any notice alleging violation of the ADA relating to the Premises; (ii) any claims made or threatened regarding noncompliance with the ADA and relating to the Premises; or (iii) notice of any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Premises. Lessor makes no representations or warranties about the Premises’ compliance with the ADA.

ARTICLE 5 PERSONAL PROPERTY

5.1 *Ownership.* Lessor agrees that all equipment, signs, and advertising devices which may be placed in or on the Facility shall, at all times and under all circumstances, be considered personal property, and shall not be considered as affixed to or a part of the real estate, nor as the property of Lessor, and may be removed by Lessee or any party having a security interest therein at any time. Lessor further agrees to execute any and all documents and consents evidencing the aforesaid agreement.

5.2 *Removal.* Within thirty (30) days after termination of this Lease by lapse of time or otherwise, Lessee shall remove all of its personal property from the Premises (not including the Facility itself). Any such personal property not so removed within said 30 days shall become the property of Lessor pursuant to Section 2.6.

ARTICLE 6 MORTGAGE

6.1 *Lessee Mortgage.* Lessor agrees to consent to subordinating its interest in the Facility (including the expansion), as described in Section 4, and the personal property of Lessee upon the following conditions:

- (1) The amount of the mortgage indebtedness shall not exceed 80% of the actual cost of the Facility (including the expansion). Such costs shall be established by the certification of a Certified Public Accountant selected by Lessee's mortgagee.
- (2) Prior to execution of such mortgage, a copy of such mortgage and mortgage note certified by the mortgagee to be a true copy of the originals shall be delivered to Lessor.
- (3) Lessee agrees that, as a term of the mortgage, in the event of a default, the Lessor shall have the right to assume the mortgage.

For avoidance of doubt, at no time shall the real estate owned by Lessor upon which the Facility (including the expansion) is located be a part of, or otherwise subject to, Lessee's mortgage.

ARTICLE 7 UTILITIES AND TAXES

7.1 *Utilities.* Lessee shall pay promptly all charges for electric, natural gas, sewer, water and all other utilities used or consumed on the Premises.

7.2 *Taxes and Assessments.* Lessor and Lessee expect that the Premises shall be exempt from real estate taxes. In the event the Premises become taxable for real estate tax purposes, Lessee shall be responsible for paying and discharging such real estate taxes. Lessee shall also pay as they become due, promptly and before delinquency, all personal property taxes, license fees, and taxes of every kind and nature levied, assessed, imposed, or due and payable on or against Lessee's leasehold interest in the Premises or the personal property of any kind owned or placed upon the Premises and any special assessments or special charges levied against the Premises.

ARTICLE 8 LESSEE DEFAULT

8.1 *Default.* If Lessee defaults in the payment of any rental installment reserved by this Lease or defaults in any of the covenants herein contained to be kept, observed and performed by the Lessee, and such default continues for thirty (30) days after written notice to Lessee, Lessor may, at his option, terminate this Lease. Lessee shall be liable for the

cost of seizure and repossession of the Premises and reasonable attorney's fees, costs, and expenses incurred as a result of the seizure and repossession of the Premises. Upon regaining possession of the Premises, Lessor may relet the Premises. Any of its property which Lessee has failed to remove from the Premises shall become the property of Lessor as provided in Sections 2.6 and 5.2.

ARTICLE 9 INSURANCE

9.1 *Insurance Requirements.* So long as this Lease remains in effect, Lessee, at its expense, shall maintain or cause to be maintained, with insurers approved by Lessor, which approval shall not be unreasonably withheld. Further, it is hereby agreed and understood that the insurance required by this Lease is primary and non-contributory coverage and that any insurance or self-insurance maintained by Lessor, its officers, council members, board members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to using or occupying the leased premises and remain enforce until the end of the lease.

9.2 *Lessee Insurance.* Lessee shall maintain the following coverages:

- (1) Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 including coverage for Premises and Operations liability, Products and Completed Operations, Contractual Liability (including joint negligence coverage), personal injury coverage, and fire damage limits as follows:

(a) Each Occurrence limit	\$1,000,000
(b) Personal and Advertising Injury limit	\$1,000,000
(c) General aggregate limit (other than Products-Completed Operations) per location	\$2,000,000
(d) Products-Completed Operations aggregate	\$2,000,000
(e) Fire Damage limit — any one fire	\$250,000
(f) Medical Expense limit — any one person	\$5,000
- (2) Umbrella Liability providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$1,000,000 each occurrence and \$1,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by Lessor.
- (3) Property Insurance. Lessee shall maintain personal property insurance on its owned, leased or borrowed personal property (including property of employees) and personal property in the care, custody and control of the Lessee. Lessor shall not be liable for damage/loss/ loss of use/ extra expense to such property including business income or extra expense losses. Perils insured shall be insured on a "special form" (aka "all risk") basis. The valuation clause shall be replacement cost. Lessee waives its right to subrogation against Lessor.

9.3 *Other Insurance Terms.*

- (1) Acceptability of Insurers. Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- (2) Additional Insured Requirements. Lessor, and its officers, council members, board members, agents, employees, and authorized volunteers must be named as additional insureds on all liability policies for liability arising out of leased Premises. The Commercial General Liability, Auto Liability, and Umbrella Policies shall include the above-named parties as additional insured using ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or their equivalents, and shall be maintained for a minimum of 3 years following termination of this Lease. Coverage must include “joint negligence” coverage. The Commercial General Liability general aggregate limit must apply “per location.” This additional insured requirement does not apply to Worker’s Compensation/Employer liability coverage.
- (3) Waivers of Subrogation. All lessee and sub lessee liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of Lessor, its officers, council members, board members, agents, employees, and authorized volunteers.
- (4) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention in the lessee’s policy must be declared to Lessor and satisfied by Lessee.
- (5) Evidence of Insurance. Prior to using or occupying the Premises, Lessee shall file with Lessor a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer’s authorized representative evidencing the coverage required by this Lease. All additional insured forms must be attached to the certificate of insurance. The Commercial General Liability “per location” form must also be attached to the certificate of insurance or shown on the certificate of insurance.
- (6) Limits and Coverage. The insurance requirements under this Lease shall be the greater of the minimum limits and coverage specified herein, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to Lessee. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Lessee under this Lease.
- (7) Claims Made Coverage. If any coverage is maintained on a claims-

made basis, the following shall apply:

- (a) The retroactive date must be shown, and must be before the date of this Lease.
 - (b) Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after termination of this Lease.
 - (c) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Lease, Lessee must purchase an extended reporting period for a minimum of three years after termination of this Lease.
- (9) Cancellation/Non-Renewal. No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to Lessor, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

ARTICLE 10 CASUALTY

10.1 *Repair*. If, at any time during the term of this Lease, the improvements on the Premises or any part thereof shall be damaged or destroyed by fire or other casualty (including any casualty for which insurance coverage was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Lessee, at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with reasonable diligence to repair, alter, restore, replace or rebuild the same as nearly as possible to its value, condition, and character immediately prior to such damage or destruction, or as otherwise approved in writing by Lessor. Such repairs, alterations, restoration, replacement or rebuilding, including temporary repairs or the protection of other property pending the completion of any thereof, are also referred to herein as “the Work.”

10.2 *Insurance*. All insurance money paid to Lessee on account of such damage or destruction under the policies of insurance provided for in Article 10 hereof, shall be held by Lessee in trust and applied exclusively to the payment of the cost of the Work to the extent such insurance proceeds shall be sufficient for the purpose, and shall be paid out by Lessee from time to time as such Work progresses. All sums so paid to Lessee and any of the insurance proceeds received or collected by or for the account of the Lessee shall be held by Lessee in trust for the purpose of paying the cost of the Work. Under no circumstances shall Lessor be obligated to make any payment, disbursement or contribution toward the cost of the Work except to the extent of any insurance proceeds actually received by Lessor.

ARTICLE 11
ENVIRONMENTAL REQUIREMENTS

11.1 *Compliance.* Lessee agrees to comply with all present and future statutes, laws, ordinances, enactments, rules, regulations, orders, decrees, directives, mandates, or other similar requirements of any federal, state or local government, court or public authority prohibiting, regulating or otherwise relating to environmental pollution and environmental control of any kind, including, but not limited to, air pollution, water pollution, noise pollution, solid waste pollution, toxic substance control, herein referred to as the “Environmental Requirements,” including, but not limited to, Environmental Requirements under the Federal Water Pollution Control Act, as amended, the Federal Clean Air Act, as amended, the Resource Conservation and Recovery Act, the Noise Control Act, and the Toxic Substances Control Act, which are applicable to or arise out of or in connection with Lessee's use or occupancy of the Premises. Lessee shall comply with the Environmental Requirements at its sole cost and expense and will hold harmless, indemnify, and defend Lessor from and against any claims, suits, damages, losses, costs and expenses, including reasonable attorney's fees, made against or sustained by Lessor as a result of Lessee's failure to comply with any Environmental Requirements.

ARTICLE 12
INDEMNIFICATION

12.1 *Lessee.* Lessee agrees to indemnify and save harmless Lessor against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the Premises by Lessee or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any negligent act or omission of Lessee, its agents, contractors, servants, employees, sub-lessees, concessionaires or licensees in or about the Premises. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor. Lessor shall not be liable, and Lessee waives all claims, for damage to persons or property sustained by Lessee or Lessee's employees, agents, servants, invitees and customers and resulting from the condition of the buildings located on the Premises, the Premises proper, the property owned by Lessor adjacent to the Premises, or any equipment or appurtenances thereto, or resulting from any accident or occurrence in or about said building, the Premises, or the property owned by Lessor adjacent to the Premises, or resulting directly or indirectly from any act or negligence of any other person, except damages arising out of the negligent act or omission of Lessor or Lessor's agents. For avoidance of doubt, the indemnification provided by Lessee under this Article 12 shall apply to any injuries or damages to individuals or property, including vehicles, related to baseballs or softballs that come onto the Premises, including the parking area, from the adjacent field.

ARTICLE 13 GENERAL PROVISIONS

13.1 *No Ongoing Waiver.* One or more waivers of any consent or condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant of condition or agreement, and the consent or approval by Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to any subsequent similar act by the Lessee.

13.2 *Parties Bound.* This Lease and the provisions thereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 *Notice.* Any notice to be given hereunder shall be in writing and shall be served personally or by registered or certified mail addressed to the Lessee or the Lessor at the addresses contained in Article 1.

13.4 *Paragraph Captions.* The paragraph captions as to contents of particular paragraphs herein are inserted only for convenience, and are in no way to be construed as part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer.

13.5 *Lessor Right of Access.* Lessor, or its agents, shall have the right of access to the Premises and the Facility for the purpose of inspecting the same to determine whether or not Lessee is in default under any of the provisions of this Lease.

13.6 *Holding Over.* In the event Lessee shall continue to occupy the Premises after the expiration of the term or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be one from year to year.

13.7 *Lease not a Partnership.* Nothing contained in this Lease shall be so construed as to constitute a partnership between Lessee and Lessor nor to make Lessor liable for any of the obligations of the Lessee.

13.8 *Lessee's Insolvency.* If at any time during the original term of this Lease or any extension thereof, Lessee, finally and without further possibility of appeal or review:

- (1) Is adjudicated bankrupt or insolvent, or
- (2) Has a receiver appointed for all or substantially all of its business or

assets on the ground of Lessee's insolvency and such receiver is not discharged within one hundred eighty (180) days, or

- (3) If Lessee shall make a voluntary assignment for the benefit of its creditors or any similar act under any future law of the United States having the same general purpose,

then, Lessor shall have the right, at its election, then or at any time thereafter (provided that the conditions shall continue), to give Lessee notice of the Lessor's intention to terminate the Lease and all of the Lessee's right hereunder on a date specified in such notice, which date shall not be less than thirty (30) days after the date of the mailing or giving out of such notice, and on the date specified in such notice the term of this Lease, and all rights granted to Lessee hereunder, shall come to an end, as fully as if such date were the last day of the whole term hereinabove specified.

13.9 *Failure to Insist on Performance.* The failure of Lessor to insist on the strict performance of the terms, conditions and agreement herein contained, or any of them, shall not constitute or be constructed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, condition or agreement, but the same shall continue in full force and effect.

13.10 *Termination upon Default.* If either party hereto should be in default under any provisions of this Lease, the other party, prior to exercising any right arising upon such default, shall give the defaulting party written notice of such default and the defaulting party shall have 30 days in which to remedy the default; provided, however, if any such default, except in payment of rentals, cannot be remedied by the defaulting party with reasonable diligence within said 30-day period, the defaulting party may have such additional time as, under the circumstances, may be reasonably necessary to remedy such default.

[Signature page follows]

IN WITNESS WHEREOF, the Lessor and Lessee have both duly executed this Lease as of this _____ day of _____, 2022.

CITY OF VERONA

By: _____

By: _____

TOWN OF VERONA

By: _____

By: _____

I.C.E., INC.

By: _____

By: _____

REUTER, WHITISH & EVANS, S.C.

ATTORNEYS AT LAW
44 EAST MIFFLIN ST., SUITE 306
MADISON, WISCONSIN 53703

ALLEN D. REUTER
BARBARA O. WHITISH (1952-2013)
DANIEL J. EVANS
DAVID D. RELLES
KEVIN F. MILLIKEN (OF COUNSEL)

TELEPHONE
(608) 250-9053

FACSIMILE
(608) 250-9054

July 6, 2022

Town of Middleton Board of Supervisors
7555 West Old Sauk Road
Verona, WI 53593

Town of Verona Board of Supervisors
7669 County Highway PD
Verona, WI 53593

Re: Joint Municipal Court

Dear Town Boards:

My office has represented the Town of Verona as its general counsel since 2000. We have also represented, and continue to represent, the Town of Middleton since 2018 with regard to various development and other matters on which the Town Attorney has conflicts. We have also agreed to represent the Town of Middleton in prosecuting ordinance violations in the future, and we currently provide that service to the Town of Verona.

As you know, there are currently discussions underway to replace the joint municipal court serving both towns, as well as the soon to be dissolved Town of Madison. I have been asked to represent the Town of Verona in connection with the intergovernmental agreement that will be necessary to create the proposed municipal court. I have not been asked to represent the Town of Middleton in that matter, and I understand that the Middleton Town Attorney will continue to represent its interests.

Since both Towns are current clients of my firm, however, the Rules of Professional Conduct for attorneys in Wisconsin prohibit me from representing either Town in negotiations or contracting with one another unless certain conditions are met. Relevant to the current situation, the rules allow me to represent a party if I determine that I can provide competent and diligent representation to both clients and each client gives informed consent in writing authorizing the representation.

Because my ongoing representation of the Town of Middleton is unrelated to the formation of the new joint municipal court, and because the Town is represented by its regular Town Attorney in the contract negotiations, I have determined that my representation of the Town of Verona would not affect my ability to diligently represent both clients in the matters on which I am representing them. Therefore, if both Towns consent, I am able to represent the Town of Verona on the municipal court matter.

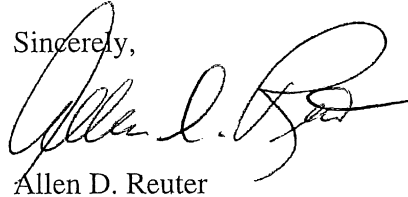
Town of Middleton
Town of Verona
July 6, 2022
Page 2 of 2

In determining whether to consent to my representation of the Town of Verona, you should know that I will not be taking any action to protect the interests of Middleton in that matter. I will not be in a position to give legal or other advice to Middleton with respect to contract terms or other aspects of the proposed court. Middleton will have to rely solely on its Town Attorney for that representation and advice. My obligations in connection with the municipal court matter will be solely to the Town of Verona. My obligations to the Town of Middleton in other matters, however, will not change.

My communications with the Town of Verona will be confidential under the attorney-client privilege. I will not be at liberty to disclose those communications to others, including the Town of Middleton, even if the disclosure of that information might be beneficial to Middleton. While I will continue to provide advice to Middleton on those matters for which I have been retained, I will not do so in the context of the municipal court matter.

If you approve of my representation of the Town of Verona in this matter in light of the above explanation, please sign below and return a signed copy to me. If not, or if you have any questions regarding the above disclosures, please advise me accordingly. Thank you.

Sincerely,

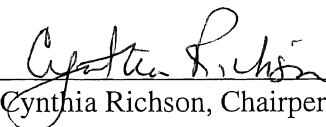


Allen D. Reuter


I have read and understand the above letter and approve of Reuter, Whitish & Evans, S.C. representing the Town of Verona in negotiating and preparing a contract between it and the Town of Middleton (and others) regarding the creation of a joint municipal court.

Town of Middleton

Town of Verona

By: 
Cynthia Richson, Chairperson

By: _____
Mark Geller, Chairperson

Attest: 
Sarah Danes, Deputy Clerk

Attest: _____
Teresa Withee, Clerk

Approved at Town of Middleton, Town Board Meeting
7/18/2022; Approved 5-0.

Sarah Gaskell

From: McLellan, John <McLellan@countyofdane.com>
Sent: Tuesday, July 26, 2022 12:50 AM
To: Chris Barnes; 'chair@townofvermont.com'; 'tovclerk@centurytel.net'; 'dgrosskopf@townofwestport.org'; 'twilson@townofwestport.org'; 'dyurs@villageofbelleville.com'; 'sbenish@blackearthwisconsin.com'; 'mmichkek@bluemoundsvillage.com'; 'spilde@brooklynwi.gov'; 'mmcally@ci.cambridge.wi.us'; 'mwagner@cottagegrovepolice.org'; 'bmooney@cross-plains.wi.us'; 'sclapper@villageofdane.org'; 'nick@mdroffers.com'; 'jnault@marshall-wi.com'; 'phuebner@villageofmazomanie.com'; 'kong.thao@mcfarland.wi.us'; Vierck, Doug; 'jpharo@shorewood-hills.org'; 'srussell@waems.net'; 'christine@windsorwi.gov'; 'hmoser@cityofedgerton.com'; 'chad.brecklin@fitchburgwi.gov'; 'gfries@cityofmadison.com'; 'bburns@ci.middleton.wi.us'; 'jmcmullen@ci.monona.wi.us'; 'Jripp@ci.stoughton.wi.us'; 'cgarrison@cityofsunprairie.com'; 'dave.dresser@ci.verona.wi.us'; 'townofbluemounds@gmail.com'; 'TOWNOFBURKECHAIR@FRONTIER.COM'; 'publicworks@towncg.net'; 'kshepperd@town.dunn.wi.us'; 'jhanson@town.oregon.wi.us'; 'alex.mesdjian@pleasantsprings.org'; 'treasurer@townofprimrose.com'; 'deputyclerk.springdalewi@gmail.com'; 'bsdfarms@tds.net'; 'clerk@townofvermont.com'; Sarah Gaskell; 'srussell@waems.net'; Duffrin, Jessica; 'gziegler@villageofbelleville.com'; 'mhodson@blackearthwisconsin.com'; Hoops, Joey; 'clerk@brooklynwi.gov'; 'lmoen@ci.cambridge.wi.us'; 'jlarson@village.cottage-grove.wi.us'; 'jerry@cross-plains.wi.us'; 'cbevars@villageofdane.org'; 'olsonj@vi.deforest.wi.us'; 'jweter@marshall-wi.com'; 'mgeisler@villageofmazomanie.com'; 'matt.schuenke@mcfarland.wi.us'; 'Nic.owen@mounthorebwi.info'; 'dsykes@shorewood-hills.org'; 'cstene@waunakee.com'; 'davis@windsorwi.gov'
Cc: Reimer, John; Kuntz, Kathryn; MacKinnon, Lisa; 'miker@capitalarearpc.org'; Husen, Sara; Standing, Brian; Carter, Theola; Violante, Todd
Subject: DC Nat Haz Mit Plan
Attachments: 2023 DCNHMP - Sample - Muni Plan Adoption Resolution Language - 202207 UPDATE - Final.docx
Importance: High

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good morning,

I am very pleased to announce that we have identified a clear process to move forward that meets Wisconsin Emergency Management (WEM) and FEMA requirements. There have been several changes to the process, the largest by far is that municipalities must adopt the whole plan, not just your own annexes. The attached MS WORD file contains language to be used when adopting the complete Dane County Natural Hazard Mitigation Plan (#1 under the "resolved" section).

Here is a link to the DCNHMP (it is a link because the document is too large to email). **Please adopt the plan by August 30.** –

<https://countyofdane.sharefile.com/d-s6d6f3cf6b9ff422e8e137c624c293a99>

If your municipality has already adopted its Annex, you will still need to adopt the whole Dane County Plan. I have been advised by Dane County's Corporation Counsel that there is no revisionary work necessary if you have already adopted your Annex.

Because all participants are adopting the whole plan, the County does not have to wait until all municipalities adopt the plan; Dane County will adopt the plan as soon as we can get it through the Dane County Board.

I realize there are some minor changes that should be made in some Annexes (spelling, wrong municipality on p.9, etc.) Please check this as soon as possible and we will make the appropriate changes. *Appendix C* (copies of all adopting resolutions) will be final only after we have received official copies of all municipal resolutions adopting the plan. We will ensure all participants will receive an updated link when we have received all the resolutions.

We will also be posting the complete plan on-line. It will be posted in a fashion similar to the current plan. It will be updated (*Appendix C*) after we receive all the municipal resolutions.

I believe I speak for everyone that is has been an unwelcome surprise. I am sorry if this has caused any problems for you or your municipality. I have received assurances that the adopting language in the attached MS WORD document will meet Wisconsin Emergency Management and FEMA requirements.

Please contact Sara (husen.sara@countyofdane.com) or me with any questions. Thank you for your patience and understanding.

J. McLellan



J. McLellan

(he, him, his)

Population Protection Planner

Dane County Emergency Management

115 W. Doty St. RM 2107

Madison, WI 53703

Desk – 608 / 267-2542 Cell – 608 / 219-9552

mclellan@countyofdane.com

**Resolution Number 2022-4
Town of Verona**

Resolution Adopting the Dane County Natural Hazard Mitigation Plan: 2022 Update

WHEREAS the Town of Verona recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS the Town of Verona Board recognizes the importance of reducing or eliminating vulnerability to disasters caused by natural hazards for the overall good and welfare of the community, and

WHEREAS the Town of Verona has been an active, joint participant in the Dane County Hazard Mitigation Plan update, which has established a comprehensive, multi-jurisdictional, Natural Hazard Mitigation Plan to identify natural hazards and develop strategies to mitigate risks from natural hazards, and

WHEREAS the Federal Disaster Mitigation Act of 2000 requires jurisdictions to prepare and adopt a hazard mitigation plan to be eligible for certain federal disaster mitigation funding opportunities,

WHEREAS Town of Verona has identified and justified a number of proposed projects and programs needed to mitigate the vulnerabilities of Town of Verona to the impacts of future disasters to be included in the Dane County Natural Hazard Mitigation Plan, and

NOW, THEREFORE, BE IT RESOLVED that,

1. The Town of Verona hereby adopts the Dane County Natural Hazard Mitigation Plan; and
2. The Town of Verona will continue to participate in the updating and revision of the Dane County Hazard Mitigation Plan with a plan review and revision to occur within a five-year cycle, and designated staff will provide annual progress reports on the status of implementation of the plan to the Board of the Town of Verona; and
3. On behalf of Town of Verona, Dane County is authorized to submit this plan adoption resolution to Wisconsin Emergency Management and Federal Emergency Management Agency, Region V officials to enable final acceptance and recognition of the Natural Hazard Mitigation Plan.

ADOPTED by the Town of Verona Board on August 2, 2022, Dane, County, Wisconsin.

Mark Geller, Town Chair

I hereby certify that the foregoing resolution was duly adopted by the Town of Verona Board at a legal meeting on the 2nd day of August, 2022.

Teresa Withee, Clerk/Treasurer

Dated _____

Sarah Gaskell

From: Schaefer, William <WSchaefer@cityofmadison.com>
Sent: Wednesday, July 20, 2022 6:37 PM
To: Rhodes-Conway, Satya V.; Aaron Richardson; Bob Wipperfurth; Carl Vieth; Carolyn Clow; Chris Zellner; Dave Benforado; Gurdip Brar; Jane Cahill Wolfgram; Jay Lengfeld; John Williams; Luke Diaz; Mary O'Connor; Paul Esser; Randy Glysch; Tim Swadley; Anthony Varda; Cynthia Richson; David Pfeiffer; Deana Zentner; Gerald Derr; Greg Hyer; Jerry Marx; Jim Campbell; Jim Pulvermacher; Ken Sipsma; Kevin Viney; Kris Hampton; Lyle Updike; Mark Geller; Town Dunkirk; Ron Bristol; Steve Greb; Wayne Ace
Subject: 2023 Greater Madison MPO Budget - Request for Financial Support to Leverage Additional Federal Funding
Attachments: MPOPLArea2020PopByMunicipality_23Budget.pdf

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Mayors, Village Presidents, and Town Chairs,

As Director/Planning Manager and on behalf of the Greater Madison MPO Policy Board, I am writing to request your help in leveraging additional federal Planning funding that is available to the MPO starting in 2023 from the Bipartisan Infrastructure Law.

Last year for the first time in quite a while, the Greater Madison MPO sent out a formal request for financial support of its budget. As a result of that request, the MPO received new or increased contributions from nine (9) municipalities totaling almost \$26,000, an increase of almost \$11,000 over the previous year. The MPO is very appreciative of this support, which allows us to leverage the federal Planning funding we receive, which covers 80% of our budget. WisDOT covers about 4%, but that amount has not increased for many years. Even for communities that weren't able to contribute this year, I heard from many chief elected officials about the recognized value that the MPO brings to the region with its planning and data services, transportation project funding, and the role the MPO plays in leading and coordinating regional transportation planning efforts and serving as a forum for decision-making on regional transportation issues.

As I think you are all aware, the Greater Madison MPO is the federally designated transportation planning and funding agency for the Madison Metropolitan Area. MPOs are required for all urban areas over 50,000 in population as a condition of the region receiving federal transportation funding. The agreement designating the MPO, approved in 2007, calls for the City of Madison to be responsible for staffing the MPO, serving as its fiscal/administrative agent, and providing the required local match funding for its budget. However, while the City of Madison is ultimately made responsible for the local share funding, the agreement states that "other local units of government are strongly encouraged to make proportionate contributions [based on their population] to cover a share of the local costs in support of the MPO."

Just as the federal Bipartisan Infrastructure Law has provided significantly increased funding for transportation projects, the law also provided a large increase in the Transportation Planning funding for MPOs. Under the bill, the Greater Madison MPO's Planning funding will increase 26% (from around \$794,000 to \$1,002,500) starting in calendar year 2023 with 2% annual increases after that. We also use a relatively small amount of funding from one of the programs (STBG Urban) we receive an allocation of funding under for transportation projects to support our Transportation Demand Management program, called [RoundTrip](#), that works with employers, other agencies, and commuters to promote and support alternatives options to driving alone. In order to leverage all of the MPO's increased federal funding, the

required local match funding would increase from around \$171,000 to \$224,525 after accounting for the \$5,000 the MPO receives from the Dane County. The attached table shows the population of each unit of government within the planning area and the proportionate share of the local match funding which would be attributed to the municipality if we were to utilize all of our available federal funding next year. It also shows the contributions being made this year. It should be noted that some communities, which aren't currently contributing their proportionate share, have committed to increases next year.

The MPO is just now starting work on the preparation of our federally work program outlining our planning activities for next year, but the following are some of the ideas for how we would or might use the extra federal Planning funding in the next few years if we are able to secure the required additional local match funding:

- Hire a consultant to assist in completing a regional/county traffic safety action plan that meets federal requirements in order to allow municipalities to be eligible to apply for safety project grants under the new Safe Streets and Roads for All program created by the infrastructure bill. Following completion of the plan next year, the MPO plans to work with interested communities in putting together a regional safety project implementation grant application under the program.
- Complete a plan to identify the best sites for public electric vehicle (EV) charging stations and make recommendations on local policies and strategies for facilitating the transition to EVs. This will support grant applications for newly available funding for charging infrastructure under the federal infrastructure bill. The MPO is slated to receive \$1 million annually in funding for local governments for EV charging infrastructure and other projects that reduce transportation related emissions. Projects in four communities were approved this year with this funding.
- Hire a new MPO staff person responsible for public information/communications to assist the MPO and the work of our TDM program manager with outreach to employers. This person would also take primary responsibility for graphic design work for MPO reports, website, and other products.
- Hire a consultant to complete a detailed regional arterial transportation systems management plan that identifies the most cost effective projects to improve traffic/transit vehicle congestion and safety.
- Potentially hire a consultant to assist communities with federal or state transportation grant applications.
- Potentially create a local technical assistance program using consultants to assist with engineering project design or analysis beyond the expertise of MPO staff.
- Continue the MPO's subscription to a transportation data service/platform called StreetLight InSight, which uses cell phone and GPS data to provide a comprehensive set of transportation metrics for travel by motorists, transit riders, bicyclists, pedestrians, and commercial trucks. The MPO has run analyses and shared data results for municipalities to support traffic studies, roadway project design, and planning studies.
- Continue the MPO's work with the UW TOPS Lab on traffic safety studies, including the current effort to identify a "high injury network" for prioritizing safety projects that takes into account not just past crashes, but expected crashes based on a sophisticated crash prediction model developed by the TOPS Lab. The TOPS Lab recently developed a spreadsheet tool for the MPO for use by local government staff to assist in prioritizing limited safety funds for intersection safety projects that are most likely to have the largest crash reduction potential. A training was conducted on the tool.

The MPO is open to other ideas on how it can best support local transportation planning and project prioritization and design efforts. Staff just conducted a survey of MPO technical committee members to get feedback on ways the MPO could support their work and make the committee more valuable and is reviewing the responses.

The MPO would very much appreciate your including funding in your 2023 operating budget to support the MPO. **Even if not the full proportionate share, any partial funding would be helpful as it will leverage the additional federal funding.** Just as important as the funding is the commitment that it signifies to working collaboratively with the MPO, other communities, and WisDOT in addressing regional transportation challenges. Thank you for your consideration of this request. **While we realize a firm commitment cannot be made until you have completed your local budgets, it would be very helpful to know by August 19 if you would support inclusion of funding in your budget (and if so, at what level) so that the MPO can indicate by that time its intent to WisDOT with regards to accepting its allocated funding.**

I would be happy to meet with you and your staff to discuss the request or provide a presentation to your council/board if that would be helpful. Feel free to contact me with any questions. Thank you very much for your consideration of this request.

Bcc: MPO Policy Board
Administrators/Clerks
MPO Technical Committee members

Bill Schaefer (he/him)

PLANNING MANAGER

ph: (608) 266-9115

email: wschaefer@cityofmadison.com

GreaterMadisonMPO.org

Follow us on Facebook! [@GreaterMadisonMPO](https://www.facebook.com/GreaterMadisonMPO)



**Estimated Share of Estimated 2023 MPO Budget Based On
2020 Population¹ of Municipalities in the Greater Madison MPO Planning Area**

Municipality	Est. 2020 Population Within MPO Planning Area	% of 2020 Pop. Within MPO Planning Area	Est. 2023 Budget ² Estimated Share Local Participation	Amount to be Contributed in 2022
C. Madison	269,840	53.3%	\$119,806	\$145,370
C. Fitchburg	29,609	5.9%	\$13,146	\$8,400
C. Middleton	21,827	4.3%	\$9,691	\$2,465
C. Monona	8,624	1.7%	\$3,829	\$2,916
C. Stoughton	13,173	2.6%	\$5,849	\$0
C. Sun Prairie	35,967	7.1%	\$15,969	\$4,000
C. Verona	14,030	2.8%	\$6,229	\$0
Small Cities Total	123,230	24.4%	\$54,713	\$17,781
V. Cottage Grove	7,303	1.4%	\$3,242	\$0
V. Cross Plains	4,104	0.8%	\$1,822	\$0
V. DeForest	10,811	2.1%	\$4,800	\$0
V. Maple Bluff	1,368	0.3%	\$607	\$463
V. McFarland	8,991	1.8%	\$3,992	\$3,041
V. Oregon	11,179	2.2%	\$4,963	\$0
V. Shorewood Hills	2,169	0.4%	\$963	\$0
V. Waunakee	14,879	2.9%	\$6,606	\$2,516
V. Windsor (part) (76.5%)	7,265	1.4%	\$3,226	\$0
Villages Total	68,069	13.5%	\$30,222	\$6,020
T. Berry (part) (24.9%)	254	0.1%	\$113	\$0
T. Blooming Grove	1,622	0.3%	\$720	\$549
T. Bristol (part) (72.4%)	3,273	0.6%	\$1,453	\$0
T. Burke	3,265	0.6%	\$1,450	\$0
T. Cottage Grove (part) (81.9%)	3,010	0.6%	\$1,336	\$0
T. Cross Plains (part) (30.9%)	399	0.1%	\$177	\$0
T. Dunkirk (part) (65.1%)	1,188	0.2%	\$527	\$0
T. Dunn (part) (89.8%)	4,880	1.0%	\$2,167	\$0
T. Madison	6,236	1.2%	\$2,769	\$0
T. Middleton	6,792	1.3%	\$3,016	\$0
T. Oregon (part) (45.2%)	1,327	0.3%	\$589	\$0
T. Pleasant Springs (part) (65.1%)	2,040	0.4%	\$906	\$0
T. Rutland (part) (36.2%)	648	0.1%	\$288	\$0
T. Springfield (part) (50.5%)	1,483	0.3%	\$658	\$0
T. Sun Prairie (part) (66.9%)	1,565	0.3%	\$695	\$0
T. Verona (part) (80.8%)	1,537	0.3%	\$682	\$0
T. Vienna (part) (67.7%)	1,105	0.2%	\$491	\$0
T. Westport	4,191	0.8%	\$1,861	\$1,417
Towns Total	44,815	8.9%	\$19,785	\$1,966
Total for MPO Planning Area	505,954		\$224,525	\$171,137

¹ Census 2020 P.L. 94-171 Redistricting Data Summary File

² Based on available federal funding and required local matching funding. Represents maximum amount. Assumes Dane County continues to provide \$5,000 per annual agreement with city to support specialized transportation coordination services, used towards local match.