

### 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 <u>mgeller@town.verona.wi.us</u> or <u>twithee@town.verona.wi.us</u> 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 March 6, 2023
- 5) Committee Reports
  - A. Plan Commission
  - B. Public Works
    - 1. Discussion and Possible Action: 2023 Road Maintenance Project Bid Award Review
    - 2. Discussion and Possible Action: Patrol Truck Replacement
    - 3. Discussion and Possible Action: Approval of an Inter-governmental Agreement with the Madison Metropolitan Sewerage District for work in conjunction with the Pump Station 17 Relief Sewer Project, Phase 2
    - 4. Discussion and Possible Action: Ordinance 2023-02 Establishing Temporary Restrictions on Activities on the Sugar River During Bridge Reconstruction
    - 5. Discussion and Possible Action: Trash and Recycling Carts Purchase
  - 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
    - 1. Sugar River Senior Center Dane County DA Case # 2022DA008346 Meade, Amanda M
  - I. Supervisor Announcements
- 6) Staff Reports
  - A. Administrator/Planner Report

- B. Public Works Director Report
- C. Clerk/Treasurer Report
- 7) Old Business
- 8) New Business
  - A. Discussion: Budget to Actuals
  - B. Discussion: Check Register Review
  - C. 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 <u>www.town.verona.wi.us</u>. 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: 03/31/2023



# **Town of Verona Strategic Planning Summary**

Two strategic planning sessions held by the Town Board, committees, and commissions on November 11, 2017 and February 17<sup>th</sup>, 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 - DRAFT Monday, March 6, 2023 – 6:30 pm

Town Board Members Present: Chair Geller, Mathies, Lonsdorf, Paul, and Duerst Staff Present: Administrator/Planner Gaskell, Clerk/Treasurer Withee, Public Works Director Barnes and Road Patrolman Mark Judd Others Present: Martye Griffin from MMSD

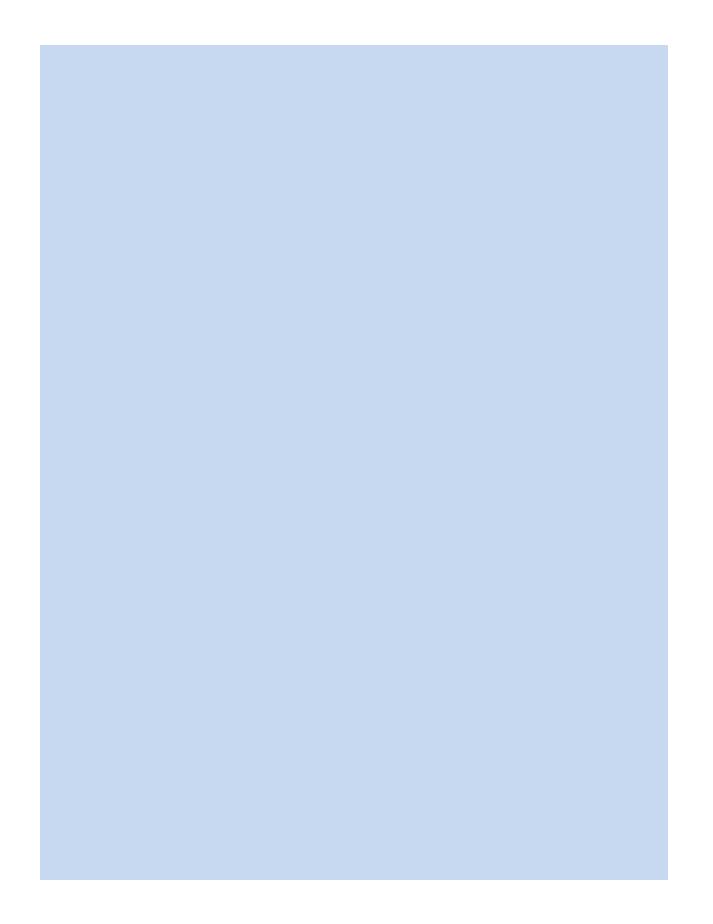
1. Call to Order/Approval of the Agenda – Chair Geller called the meeting to order at 6:30 pm. Motion by Duerst to approve the agenda, second by Paul. Motion carried by voice vote.

- 2. Pledge of Allegiance
- 3. Public Comment none
- 4. Approval of minutes from February 7, 2023, and February 20, 2023. Motion by Mathies to approve the minutes from February 7, 2023, with amendments, second by Lonsdorf. Motion carried by voice vote. Motion by Duerst to approve the minutes from February 20, 2023, second by Lonsdorf. Motion carried by voice vote.
- 5. Committee Reports
  - A. Plan Commission Geller stated Plan Commission did not meet due to weather conditions will meet the third Thursday of March.
  - B. Public Works Duerst stated road bids will be opened on Friday. Started discussions around replacing the Town Patrol Truck. Natural gas has not been installed but should be soon, LP tank tipped due to frost thawing but has been fixed.
  - C. Ordinance Committee no meeting
  - D. Financial Sustainability no meeting
  - E. Natural and Recreational Areas Committee Lonsdorf stated there will be a Sustainability Forum on Tuesday, March 21<sup>st</sup> from 7:00 pm to 9:00 pm. One of the speakers will address the inflation and reduction act to support environmental projects. A Focus on Energy representative will also be speaking.
  - F. EMS Commission no meeting
  - G. Senior Services Committee Paul stated there was no meeting but it has been rescheduled to Thursday.
  - H. Town Chair's Business Geller stated he attended the Epic monthly meeting for the Country View neighborhood. The north end of Country View will be permanently closed sometime the end of May and the CTH PD 4 lane expansion will be constructed from west to east.

- I. Supervisor Announcements Duerst stated that Highway 69 project has started again. He plans to attend the Dane County Towns annual meeting.
- 6. Staff Reports
  - A. Administrator/Planner Report was included in the packet. Lonsdorf asked if the NRAC meeting could move up an hour. Would like to move regular town board meeting to Tuesday, April 11<sup>th</sup> due to the election on the 4<sup>th</sup>. Board of Review will require a quorum. Mathies asked about the municipal court, Gaskell stated that we need to purchase items prior to April 1<sup>st</sup> to allow for certification process.
  - B. Public Works Director Report was included in the packet. Mathies asked about Goose Lake culverts, Barnes stated that it is the outfall from the lake. Geller asked about the start date for the Valley Road Bridge project, Barnes stated anticipated start date will be the end of April. The town will have to enact an ordinance regarding boat traffic for the duration of the project.
  - C. Clerk/Treasurer Report was included in the packet.
- 7. Old Business
  - A. Discussion and Possible Action: Ordinance 2023-01 to Revise Committee Descriptions listed in Section 1.05(5) of Chapter 1 of the Town of Verona Code of Ordinances. Discussion by board. Motion by Mathies to approve Ordinance 2023-01 to Revise Committee Descriptions listed in Section 1.05(5) of Chapter 1 of the Town of Verona Code of Ordinances, second by Duerst. Motion carried by voice vote.
  - B. Discussion and Possible Action: MMSD Project PLUS (Phosphorus Limits & Updated Solutions) Presentation by Martye Griffin, Ecosystems Services Director, MMSD
- 8. New Business
  - A. Discussion and Possible Action: Resolution 2023-01 Addressing Proposed Redirection of Madison Metropolitan Sewerage District Flow from Badger Mill Creek to Badfish Creek. Geller read comments submitted by Jon Schellpfeffer. Mathies would like revisions made prior to approval. Board revised the resolution. Motion by Lonsdorf to approve Resolution 2023-01 Addressing Proposed Redirection of Madison Metropolitan Sewerage District Flow from Badger Mill Creek to Badfish Creek as revised, second by Duerst. Motion carried by voice vote.
  - B. Discussion: Check Register Review. Discussion by board
  - C. Motion to go into Closed Session per Wis. Stats. §19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Potential litigation regarding City of Verona Ordinance No. 23-1020). Motion by Duerst to go into closed session, second by Lonsdorf. Roll Vote: Mathies yes, Lonsdorf yes, Paul yes, Duerst yes, Geller yes. Motion approved. Closed session at 8:26 pm.

- D. Motion to return to Open Session. Motion by Paul to return to open session, second by Duerst. Motion carried by voice vote.
- E. Discussion and Possible Action: No action taken from closed session.
- F. Motion by Duerst to adjourn, second by Paul, meeting adjourned without objection at 9:00 pm.

Prepared by Teresa Withee, Town Clerk Approved:



### **TOWN OF VERONA**

**TO:** Town Board of Supervisors

DATE: April 6, 2023

FROM: W. Christopher Barnes, Public Works Director

SUBJECT: 2023 Road Maintenance Project

ACTION RECOMMENDED: That the Town Board:

- 1. Award a contract to Wolf Paving, Inc. in the amount of \$298,459.55 for paving and chip seal of various roads as listed in the 2023 CIP.
- 2. Approve the bid for road preparation from Snyder's Excavation, Inc. for work on Red Stone Lane and Whalen Road in the amount of \$16,635.00.
- 3. Execute an agreement with Dane County in the approximate amount of \$3,350.00 for pavement striping.
- 4. Authorize the purchase of new regulatory and warning signs from Decker Supply Co. Inc. in the amount of \$4,823.55.
- 5. Add Jeffy Trail and Dairy Ridge Road to the 2023 CIP project at an approximate cost of \$60,000.00.

As part of the 2023 Capital Improvement Plan, seven roads were selected for improvements this year: Whalen Road, Red Stone Lane, Range Trail (north of Sunset Drive), Purcell Road, Beach Road, Bartlett Court, and Maple Grove Road. The improvements generally consist of asphalt wedging and leveling of poor or distressed areas, aggregate chip seal, sign replacement, and restriping of existing pavement markings. The 2023 Town budget for road maintenance is \$395,563.00 The jurisdiction of Purcell Road is shared jointly with the Town of Montrose. He town of Montrose has agreed to share the cost of the work on Purcell Road. This cost share will reimburse to the town approximately \$20,000.00.

The project bids were received on March 10, 2023 with three companies submitting bids. A summary of the received bids as well as a complete tabulation is attached. The project bids were reviewed by the Public Works Committee on March 21, 2023 and the committee recommended the award of all projects to Wolf Paving, Inc.

As is typical with road construction bids, the project could come in under or over the bid amount. Based on the current project budget, approximately \$80,000 surplus is available for other Town roads. The Public Works Committee discussed the addition of several other Town roads to utilize the surplus road maintenance budget. Based upon the discussion, Town staff requested costs to add Jeffy Trail (2-inch asphalt overlay) and Dairy Ridge Road (chip seal) to the project. The approximate cost of these roads is \$60,000.00. The Public Works Committee passed a motion to add these two roads to the program if sufficient funding was available. A summary of the budget is shown below:

Work Subtotal	\$298,459.55
Work by others, Red Stone, Whalen Road	\$16,635.00
Decker Signs	\$4,850.00
MSA Engineering	\$12,000.00
Dane County Striping	\$3,555.00
Total Project	\$335,499.55
Reimburse from Montrose	(\$20,000.00)
Budget	\$395,563.00
Net Surplus	\$80,063.45

Wolf Paving, Inc. has completed many similar projects for the Town, and is qualified to complete the project. If awarded, the project is scheduled to be completed by July 31, 2023.

Attachments

#### Town of Verona 2023 Owner: Town of Verona

**Project Costs** 

		Bid Amount
Section Title	Line Item Item Description	
PROJECT A : Wh	nalen Road (Fitch Rona to 4975 feet west)	\$104,749.00
PROJECT B : Re	d Stone (CTH PB to East End)	\$23,158.30
		, , , , , , , , , , , , , , , , , , ,
PROJECT C : Ra	nge Trail (Sunset to north End)	\$40,071.00
PROJECT D : Pu	rcell Road (CTH PB to Borchert Rd)	\$42,821.00
PROJECT E : Bea	ach Road (Sunset Dr to End)	\$22,081.50
PROJECT F : Bai	rtlett Road (Purcell Road to end)	\$22,684.75
PROJECT G : Bo	rchert Road (Purcell Road to 1531 feet North)	\$12,081.00
PROJECT H : Ma	ple Grove Road ( Verona Road to North End)	\$30,813.00
	Work Subtotal	\$298.459.5

Net Surplus	\$80,063.45
Budget	\$395,563.00
Reimburse from Montrose	(\$20,000.00)
Total Project	\$335,499.55
Dane County Striping	\$3,555.00
MSA Engineering	\$12,000.00
Decker Signs	\$4,850.00
Work by others, Red Stone, Whalen Road	\$16,635.00
Work Subtotal	\$298,459.55

Town of Verona 2023 Roadway Maintenance Projects (#8395505) Owner: Town of Verona

Solicitor: MSA Professional Services - Madison 03/10/2023 02:00 PM CST MSA Project #00376039

					Wol	Wolf Paving	Payne 8	Payne & Dolan, Inc.	Scott Con	Scott Construction, Inc
Section Title Line I	Line Item  Item Description		UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PROJECT A : WHALEN F	PROJECT A : WHALEN ROAD (FITCHRONA TO 4975 FEET WEST	975 FEET WEST)								
	1 Mobilization/ Bon	Bonds/ Insurance	LS		\$650.00	\$650.00	\$250.00	\$250.00	\$1,000,00	\$1 000 00
	2 Traffic Control		LS		\$2,400.00	\$2,400.00	\$4,100.00	\$4.100.00	\$500.00	\$500.00
	3 Asphaltic Seal Coat	it	SY	11100	\$2.13	\$23,643.00	\$2.13	\$23,643.00	\$2.19	\$74 309 00
	4 HMA Leveling Course, 5LT	Irse, 5LT	TON	942	\$75.00	\$70,650.00	\$74.00	\$69,708.00	\$91.60	\$86 287 20
	5 Sign Installation		EA	υ.	\$175.00	\$875.00	\$240.00	\$1.200.00	\$200.00	\$1 000 00
	6 Aggregate Shoulder 3/4-Inch	er 3/4-Inches	TON	311	\$21.00	\$6,531.00	· \$26.00	\$8,086.00	\$28.00	\$8.708.00
		Project A Total:				\$104,749.00		\$106,987.00		\$121,804.20
PROJECT B : RED STON	PROJECT B : RED STONE (CTH PB TO EAST END)									
	7 Mobilization/ Bonds/ Insurance	ds/ Insurance	LS	1	\$150.00	\$150.00	\$250.00	\$250.00	\$400.00	\$400.00
	8 Traffic Control		SJ	F	\$100.00	\$100.00	\$225.00	\$225.00	\$100.00	\$100.00
	9 Asphaltic Seal Coat		SY	2010	\$2.13	\$4,281.30	\$2.13	\$4,281.30	\$2.19	\$4,401.90
	10 HMA Leveling Course,	irse, 5LT	TON	182	\$85.00	\$15,470.00	\$82.00	\$14,924.00	\$105.00	\$19,110,00
	11 Sign Installation		EA	3	\$175.00	\$525.00	\$240.00	\$720.00	\$200.00	\$600.00
	12 Aggregate Shoulder 3/4-Inches	er 3/4-Inches	TON	56	\$47.00	\$2,632.00	\$26.00	\$1,456.00	\$48.00	\$2.688.00
		Project B Total:				\$23,158.30		\$21,856.30		\$77 299 90
PROJECT C : RANGE TRA	PROJECT C : RANGE TRAIL (SUNSET TO NORTH END)	END)								100000
	13 Mobilization/ Bonds/ Insuran	ds/ Insurance	LS	1	\$550.00	\$550.00	\$250.00	\$250.00	\$200.00	\$200.00
	14 Traffic Control		LS	-1	\$100.00	\$100.00	\$3.000.00	\$3.000.00	\$100.00	\$100.00
	15 Asphaltic Seal Coat		SY	12400	\$2.13	\$26,412.00	\$2.13	\$26,412.00	\$2.19	\$27,156,00
	16 Area Crack Sealing		SΥ	267	\$31.00	\$8,277.00	\$31.00	\$8,277.00	\$38.00	\$10,146.00
	17 Sign Installation		EA	12	\$175.00	\$2,100.00	\$240.00	\$2,880.00	\$200.00	\$2.400.00
	18 Aggregate Shoulder 3/4-Inches	er 3/4-Inches	TON	94	\$28.00	\$2,632.00	\$26.00	\$2,444.00	\$38.00	\$3,572.00
		Project C Total:		_		\$40,071.00		\$43,263.00		\$43.574.00
PROJECT D : PURCELL R	PROJECT D : PURCELL ROAD (CTH PB TO BORCHERT ROAD)	ERT ROAD)				\$42,821.00		\$44,266.00		\$43.248.00
~	19 Mobilization/ Bonds/ Insurance	ls/ Insurance	LS	Ч	\$950.00	\$950.00	\$250.00	\$250.00	\$100.00	\$100.00
	20 Traffic Control		LS	Н	\$100.00	\$100.00	\$1,920.00	\$1,920.00	\$100.00	\$100.00
	21 Asphaltic Seal Coat		Sγ	19200	\$2.13	\$40,896.00	\$2.13	\$40,896.00	\$2.19	\$42,048.00
	22 Sign Installation		EA	5	\$175.00	\$875.00	\$240.00	\$1,200.00	\$200.00	\$1,000.00
		Project D Total:				\$42,821.00		\$44,266.00		\$43,248.00

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BID TABULATION Whalen Road and Red Stone Lane Right of Wav Slope Embankment and Grading

# **NOTICE OF AWARD**

Date: \_\_\_\_\_

Project: 2023 Roadway Maintenance Projects		
Owner: Town of Verona	Owner's Contract No.:	
<sup>Contract:</sup> Town of Verona - 2023 Roadway Maintenance Projects	Engineer's Project No.: 00376039	
Bidder: Wolf Paving & Excavating of Madison, Inc		
Bidder's Address: 5423 Reiner Road		
Sun Prairie, WI 53590		

You are notified that your Bid dated <u>March 10. 2023</u> for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for <u>2023 Roadway Maintenance Projects</u> All Projects Bid -- Projects A thru H

The Contract Price of your Contract is <u>Two Hundred Ninety-Eight Thousand Four Hundred Fifty-Nine and</u> <u>55/100</u> Dollars (\$298,459.55).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

1 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 set of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

- 1. Deliver to the Owner 1\_fully executed counterparts of the Contract Documents.
- 2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
- 3. Other conditions precedent:

Copy to Engineer

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

	Town of Verona
	Owner
By:	
•	Authorized Signature
	Title

EJCDC C-510 (2007 Edition) 00 51 00-1
Prepared by the Engineers Joint Contract Documents Committee
and endorsed by the Construction Specifications Institute. G:\00\00376\00376039\Spec\2023 Roadway Maintenance Project\Construction Contracts\00376039 NOA Bonds
NTP.docx

### AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Dane, hereinafter referred to as "COUNTY," and the <u>Town of Verona</u>, hereinafter referred to as "MUNICIPALITY,"

#### WITNESSETH:

WHEREAS, pursuant to Sec. 83.035 and Sec. 66.0301, Wis. Stats. and Sec. 25.75 of the Dane County Ordinances, COUNTY is authorized to enter into agreements with local municipalities within the county relating to the financing, planning, establishing, improving, maintaining, using, regulating, vacating, and constructing of public ways within the county; and,

WHEREAS, MUNICIPALITY is desirous of having COUNTY perform work, more particularly described in Item 7 (Proposal/Estimate), on certain highways located within MUNICIPALITY'S jurisdiction;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, COUNTY and MUNICIPALITY do agree as follows:

- 1. COUNTY will perform or cause to be performed the road work described in Item 7 (Proposal/Estimate) in a good and workmanlike manner. The road work shall be accomplished as directed by MUNICIPALITY.
- 2. Each month COUNTY shall supply to MUNICIPALITY a breakdown of all costs incurred by COUNTY in performing such work for the benefit of MUNICIPALITY. MUNICIPALITY shall forthwith pay to COUNTY the entire sum of all actual costs incurred by the COUNTY in the performance of its obligations under this agreement as set forth in Paragraph 5 herein, it being expressly understood by the parties hereto that the estimate set forth in Item 7 (Proposal/Estimate) is in no way a limitation upon reimbursement to COUNTY.
- 3. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
- 4. <u>Non Discrimination</u>. In the performance of services under the Agreement, each party agrees to abide by its own equal employment, non-discrimination and Affirmative Action requirements.
- 5. MUNICIPALITY shall pay its obligations under this Agreement within sixty (60) days of billing by COUNTY as specified in Item 2 above, and any obligations remaining unpaid after 60 days of billing shall bear interest at the rate of six percent (6%) per annum from the date of billing.
- 6. Actual costs incurred by COUNTY under this Agreement include any retroactive pay increases that may be granted to COUNTY employees performing this work.

7.	Prop	osal/Estimate: Locations as listed below in the <u>Town of Verona</u>			
	A.	County to replace all current paint lines on pavement, excluding stop bars and crosswalks. COUNTY supplies all paint and beads. CITY to complete signing and will help with coning for the following locations:	Es	timated Cost	
		Whalen Rd., Range Trail, Purcell Rd., Borchert Rd, Maple Grove Rd.			
		al estimated cost per Estimate Sheets (detailed and revised), on file with Dane County Highway and Transportation Department.	\$	3,350	

- 8. Each Party warrants for itself that it has complied with all necessary requirements to execute this Agreement, and the signatories to this Agreement represent that they have authority to enter into the Agreement on behalf of their respective Parties.
- 9. COUNTY and MUNICIPALITY agree that each will comply with all applicable state and federal laws in performing the work under this agreement, including but not limited to any applicable wage laws and public bidding laws.
- 10. The entire Agreement of the Parties is contained herein, and this Agreement supercedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Intergovernmental Agreement shall not be amended in any fashion except in writing, executed by the Parties.

IN WITNESS WHEREFORE, MUNICIPALITY and COUNTY have executed this agreement effective as of the date when all parties hereto have affixed their signatures.

### FOR THE MUNICIPALITY:

Date

Date

FOR THE COUNTY OF DANE:

Pam Dunphy Date Interim Highway Commissioner

### **TOWN OF VERONA**

TO: Town Board of Supervisors

**DATE:** April 6, 2023

FROM: W. Christopher Barnes, Public Works Director

SUBJECT: Public Works Patrol Truck Purchase

**Action Recommended:** The Town Board approve the purchase of a 2023/24 Ford F-550 super cab truck chassis and dump box equipment in the amount of \$128,022 and authorized the Town Chair to sign all documents related to this matter.

The current town patrol truck is a 2015 F-550 (diesel) with dump box and plow. The truck has been used throughout the years for daily work repairs, pothole repair, and plowing on smaller and narrow Town roads. Mileage on this vehicle is approximately 65,000. At the March 21, 2023 Public Works Committee meeting, the Committee reviewed vehicle types and specifications as well as the type of equipment necessary to complete the truck. The Committee approved a recommendation to the Board to accept the quote from Middleton Ford Peterbilt of Wisconsin for a 2023 F-550 truck chassis as well as the equipment and vehicle buildout by Madison Truck and Equipment for a complete snowplow truck in the amount of \$128,022.

The truck purchase is potentially budgeted in the 2024 budget year. The purchase is coming to the Board at this time to allow for the chassis purchase and delivery, and then the completion of the truck by Madison Truck, hopefully in time for the 23/24 winter season. Currently, chassis are taking about 3 months for delivery with the model year ending in September. Based on current delivery schedules, the Town staff may work with Middleton Ford to adjust the delivery date of the truck chassis to better align with the equipment procurement and completion by Madison Truck and Equipment. One factor in the purchase at this time is to utilize the excellent sale proceeds for the 2007 Peterbilt which has generated approximately \$30,000 in additional equipment account funds. Likewise, we would expect to sell the current 2015 Ford for approximately \$45,000 once the new vehicle is received.

It is recommended that the Town Board approve the purchase of a 2023/24 Ford F-550 patrol truck chassis and equipment in the amount of \$128,022 and authorize the Town Chair to sign all documents related to this matter. If you should have any questions regarding this matter, please let me know.

Attachments



Sample 2023 Ford F-550 Chasis

WN OF		2023/24 Patrol Truck Proposals	Truck Propos	als	Received
VERONA		Replacement of 2015 Ford F-550	5 Ford F-550		3/1/2023
De	Truck Manufacturer and Dealer	Price of Chassis and Cab	Box and Plow from Madison Truck and Equipment	Total (with Madison Truck and Equipment)	
Fo Mi	Ford F-550 Middleton Ford	\$68,022	\$60,000	\$128.022	
Mi	Middleton, WI				
Fo	Ford F-550				
MG	Monticello Ford Monticello , WI	\$69,585	\$60,000	\$129,585	
	Dodge 5500 Crew Cab Sauk City MI				
Ka	Kayer Chrysler	\$73,385	\$60,000	\$133,385	

## **TOWN OF VERONA**

**TO:** Town Board of Supervisors

**DATE:** April 6, 2023

FROM: W. Christopher Barnes, Public Works Director

**SUBJECT:** Intergovernmental Agreement Relating to Goose Lake Sewer Improvements

**Action Recommended:** The Town Board approve the intergovernmental agreement with Madison Metropolitan Sewerage District for the reconfiguration of a portion of the Town sewer Utility District No. 1 construction and authorize the Town Chair to sign all documents related to this matter.

The Town Utility District No. 1 serves 115 customers in the Goose Lake/Tonto Trail/Hillside Heights area. The system consists of 15,313 linear feet of pipe from 8 to 10 inches in diameter. The collected wastewater flows by gravity to a pump station located along Fitchrona Road, south of US 18/151, owned by the Madison Metropolitan Sewerage District (MMSD). The flow is then pumped to the MMSD Nine Springs Treatment Facility on the east side of Madison. MMSD treats the wastewater under contract with the Town. The western connection of the Town system is located under the west end of Goose Lake and is subjected to water infiltration and flooding. In 2017, the Town replaced a manhole structure which was sinking into the underlying organic soils.

MMSD has a long-term project to increase reliability and capacity of the sewer system for the cities of Verona and Madison. As part of the project, it gives the Town the opportunity to eliminate approximately 300 feet of older clay pipe under Goose Lake and relocate the connection point of the systems with a new, safer monitoring manhole. A drawing of the improvements is included in the attached agreement. Additionally, the project will construct a stabilized path through Town property on Pheasant Lane to service the sewer. Currently access to the area is through a driveway off of US 18/151 which can be dangerous during heavy traffic periods. The current cost share estimate for the Town for this project is \$70,000. The approved 2023 utility budget includes \$83,500 for this work. If the project were to come in significantly over budget, the Town can opt out of the construction. The project is nearly ready to bid, and construction could begin in Summer/Fall 2023 with completion in 2024. The intergovernmental agreement was drafted by the Town Attorney. It is recommended that the Town Board approve the intergovernmental agreement with Madison Metropolitan Sewerage District for the reconfiguration of a portion of the Town sewer Utility District No.1 construction and authorize the Town Chair to sign all documents related to this matter. If you should have any questions regarding this matter, please let me know.

Attachments

### INTERGOVERNMENTAL AGREEMENT RELATING TO GOOSE LAKE SANITARY SEWER IMPROVMENTS

Between the Town of Verona and the Madison Metropolitan Sewerage District

THIS AGREEMENT, entered into by and between the Town of Verona, a body corporate and politic in Dane County (hereinafter referred to as the "Town") and the Madison Metropolitan Sewerage District (hereinafter referred to as "MMSD"), is effective as of the date by which both parties have signed hereunder.

### WITNESSETH:

WHEREAS, this Intergovernmental Agreement ("Agreement") describes cooperative efforts by the Town and MMSD for the purpose of designing and constructing sewer improvements necessary in the vicinity of Goose Lake west of Pheasant Lane located in the Town of Verona, which improvements (the "Improvements") will benefit both parties; and

WHEREAS, Section 66.0301 of the Wisconsin Statutes authorizes cities, villages, towns, counties, metropolitan sewerage districts and other specified public agencies to enter into agreements for the joint exercise of any power or duty required or authorized by law; and

WHERAS, the parties have agreed to enter into a cost sharing agreement relating to the Improvements; and

WHEREAS, MMSD needs to design and construct a new sewer as part of the Pumping Station 17 Forcemain Relief – Phase 2 Project, (the "MMSD Project") in the vicinity of Goose Lake, west of Pheasant Lane; and

WHEREAS, a portion of this MMSD sewer will be a gravity interceptor and is planned to be generally located in the same corridor as a section of the Town's existing gravity sewer; and,

WHEREAS, if the Town's gravity sewer were to remain, there would be a need to rehabilitate this sanitary sewer, unnecessarily duplicating utilities in the corridor which need to be operated and maintained; and

WHEREAS, the Town's current local sanitary sewer is subject to the fluctuation of water levels present in Goose Lake and has previously experienced infiltration and inflow; and,

WHEREAS, the Town's current local sanitary sewer contains a monitoring manhole to which both the Town and MMSD need access; and

WHEREAS, the Town's existing sanitary sewer connects to MMSD's Nine Springs Valley Interceptor; and

WHEREAS, MMSD has long-term plans to relocate the Nine Springs Valley Interceptor out of Goose Lake meaning the Town's existing local sewer connection point would need to be relocated in the future; and

WHEREAS, both the Town and MMSD need to perform operations and maintenance in the general area and would benefit from a stabilized vehicular access to the sewer system Improvements via Pheasant Dr; and

WHEREAS, to maximize economies of scale and efficiencies, avoid duplication of utilities, and minimize disturbance to the surrounding community and landowners, the Town and MMSD believe it is beneficial to incorporate the Improvements work into the contract for the Pumping Station 17 Forcemain Relief – Phase 2 Project as part of the Project led by MMSD; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the Town and MMSD now wish to formalize arrangements for sharing of the final costs pertaining to the Improvements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Town and MMSD agree as follows:

- 1. <u>Scope</u>. The Improvements governed by this Agreement are depicted in Exhibit A and shall consist of:
  - a. Design and construction of a sanitary sewer pipe extension in the vicinity of Goose Lake west of the westerly terminus of Pheasant Lane extending westerly from the Town's current Manhole 11 to the new MMSD gravity interceptor and associated manhole structure to be constructed as part of the Project. This sanitary sewer pipe extension shall be owned and maintained by the Town.
  - b. Design and construction of a replacement user charge monitoring manhole to be constructed between the Town's current Manholes 11 & 11.1. This monitoring manhole shall be owned and maintained by the Town but will be available for periodic use by MMSD.
  - c. The abandonment of the Town's existing sewer from MMSD's MH12-106 to the Town's MH 11. This includes abandonment/removal of the Town's MH 9 and MH 10. This may or may not also include abandonment/removal of MH 11 depending on final contract documents. The abandoned sewer and structures remain the property of the Town.
  - d. Design and construction of a vegetated stabilized access path beginning at the westernmost point of Pheasant Lane, running west to the MMSD gravity interceptor including a segment to the replacement monitoring manhole. This access path will be owned by the Town and maintained jointly with MMSD. The District will be responsible for plowing snow and removing ice along this path while the Town will be responsible for mowing, removing brush or fallen trees. Should portions of the path need to be repaired (i.e., rutting, wash out, become unstable etc.) the District and the Town agree to jointly and equally split costs associated with repair.

- e. Ancillary work supporting items a. through d. these include, but are not limited to, the following: design survey, construction survey, mobilization, site access, sediment and erosion control, traffic control and signage, tree removal, excavation below subgrade, landscape restoration, post-construction establishment of native vegetation for Improvement #10 (collectively "General Conditions").
- 2. <u>Permits.</u> The design consultant shall prepare and submit permits for the Improvements work as part of the Pumping Station 17 Forcemain Relief Phase 2 project.
- 3. <u>Schedule</u>. The Project is intended to be constructed in 2023, 2024, and 2025.
- 4. <u>Cost Sharing</u>. Except as otherwise provided in this Agreement, the Parties agree to share the cost of the Improvements as follows:
  - a. <u>Design Consulting Services</u>. MMSD and the Town have a joint professional services contract for specific consulting services required during design of the Project. MMSD is acting as the lead agency for the project. As such, MMSD shall act as the responsible party under the joint professional services contract and shall pay the consultant as payments become due. Separate tasks shall be created within the joint professional services for design work for the Improvements apart from the remainder of the Project. The Town shall reimburse MMSD for 50% of that portion of the overall design costs of the Project as are attributable to the Improvements.
  - b. <u>Permits</u>. The design consultant shall identify the costs attributable to the Improvements. MMSD shall act as the responsible party for the permits shall pay the permits as they become due. The Town will reimburse MMSD for 50% of the permitting attributable to the portion of the Project relating to the Improvements.
  - c. <u>Easements</u>. Costs of acquiring easements will not be shared between the Parties. The Town and/or its consultant will perform easement negotiations with landowners and pay associated easement acquisition expenses for those easements necessary for the Improvements to be owned by the Town. MMSD and/or its consultant will perform easement negotiations with landowners and pay associated easement acquisition expenses for those easements necessary for the Improvements not to be owned by the Town.
  - d. <u>Construction Consulting Services</u>. MMSD and the Town anticipate having a joint professional services contract for specific consulting services required during construction of the Project. MMSD is acting as the lead agency for the Project. As such, MMSD shall act as the responsible party under the joint professional services contract and shall pay the consultant as payments become due. Separate tasks shall be created within the joint professional services contract. The Town will reimburse MMSD for 50% of the construction consulting services attributable to the portion of the Project relating to the Improvements. MMSD will perform engineering inspection of components and incidentals of the MMSD and the Town will jointly perform engineering inspection of components for information. MMSD and the Town will jointly perform engineering inspection of components for information. MMSD and the Town will jointly perform engineering inspection of components for information.

### e. <u>Construction Contract</u>.

- (1) The Parties agree to joint financial participation in the construction costs for the portion of the Project consisting of the Improvements, as set forth in this subsection. The Town shall not be responsible for any construction costs for the Project other than for the Improvements. The construction costs for the Improvements shall be paid to the contractor(s) by MMSD as payments become due. The Town will reimburse MMSD for 50% of the construction costs for those Improvements, excepts as provided in sub (2) below.
- General Conditions costs as defined in section 1(e) shall be shared by the (2)Town in proportion to the percentage of construction costs attributable to the Improvements as compared to the entire Project. The design consultant shall prepare an opinion of probable construction cost (OPCC) which identifies the construction costs of the Project and the percentage of that cost attributable to construction of the Improvements. The OPCC shall be subject to detailed review and approval by both parties, and mutually agreed changes shall be incorporated in the final OPCC. Following approval of the OPCC by the Project Engineer for MMSD and the Director of Public Works for the Town, the OPCC shall be incorporated into or amended to MMSD's final design report and shall establish the final percentage of General Conditions costs attributable to the Improvements. MMSD shall pay all General Conditions costs for the Project and the Town will reimburse MMSD 50% of the portion of those General Conditions costs allocated to the Improvements by the approved OPCC.
- f. <u>Change Orders</u>. Changes in the Project, to the extent they do not involve the Improvements shall be borne by MMSD. Changes related solely to construction of the Improvements shall be paid by MMSD, and 50% thereof shall be reimbursed by the Town. The cost for changes affecting both the Improvements and other portions of the Project shall be based on the established percentages applicable to General Conditions.
- 5. Provided that both parties find the OPCC and the design acceptable, MMSD will bid the Project and proceed with construction, all on the terms and conditions set forth in this Agreement. In the event bids for the Town's share of the construction costs exceeds the Town's total dollar amount reflected in the approved OPCC by more than 10%, the Town and MMSD shall promptly meet to discuss potential amendments to the Project scope or other terms of this Agreement as may be necessary to address the Town's budgetary concerns. If within 30 days after the opening of the bids the parties have not reached an agreement on such amendments or formally amended this Agreement, the Town may, within 5 business days thereafter elect in writing to terminate its obligations under this Agreement, except that the Town shall remain obligated to pay its share of (a) the design and permit costs incurred to the date of termination and (b) construction costs related to the path described in Section 1(d), and the provisions for maintenance of the path described in Section 1(d) will continue in effect. In the event of termination by the Town under this section, MMSD shall not be obligated to construct any of the Improvements except that it shall construct the path described in sec. 1(d).

- 6. Following Notice of Award, MMSD shall enter the construction contract with the contractor. Upon execution of same, construction may proceed.
- 7. <u>Payment.</u> The Town will reimburse MMSD for its share of the costs under this Agreement within 60 days of billing by MMSD. Interim billing shall be based on the percentage of the work completed according to the responsibilities stated above.
- 8. <u>Non-Discrimination</u>. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- 9. <u>Liability</u>. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations involving joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers, and representatives in proportion to their fault. It is not the intent of the Parties to impose liability beyond that imposed by state statutes and each party reserves the right to assert any immunity or limitation on damages as may be provided by law.
- 10. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements, and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.
- 11. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

### FOR THE TOWN OF VERONA

Mark Geller, Town Chair

Date

Attested by:

Teresa Withee, Town Clerk

Date

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### FOR THE MADISON METROPOLITAN SEWERAGE DISTRICT

D. Michael Mucha, Chief Engineer & Director

Date

Attested by:

Lisa Coleman, Director of Engineering

Date

This document drafted by:

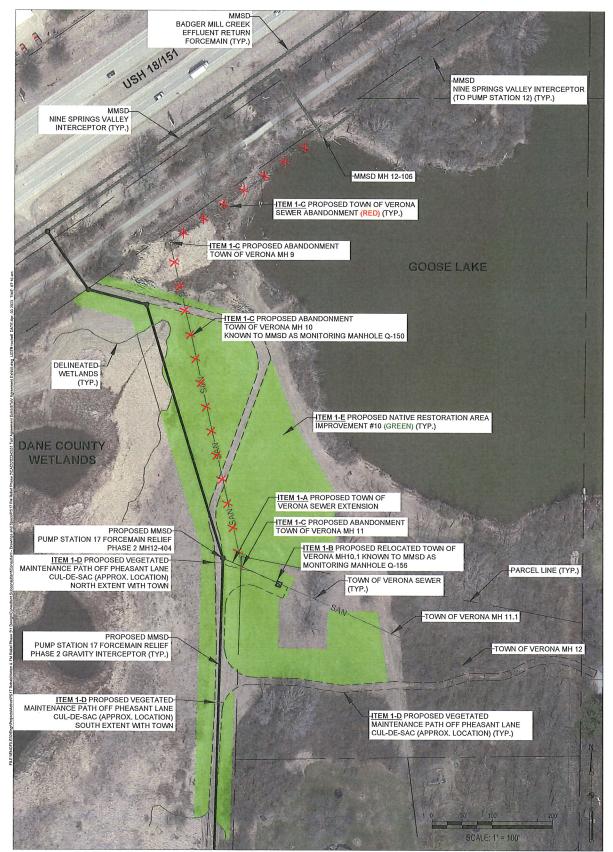
W. Christopher Barnes, P.E. Town of Verona – Public Works Director 7669 County Rd PD Verona, WI 53593

Lisa Coleman, P.E. MMSD – Director of Engineering Rachel Feil, P.E. MMSD – Project Engineer 1610 Moorland Road Madison, WI 53713

Reviewed on Behalf of Town of Verona:

Reviewed on Behalf of MMSD:

# EXHIBIT A: GOOSE LAKE SANITARY SEWER IMPROVEMENTS



4/3/2023 RJF

#### ORDINANCE 2023-02

#### Town of Verona Dane County, Wisconsin

#### AN ORDINANCE ESTABLISHING TEMPORARY RESTRICTIONS ON ACTIVITIES ON THE SUGAR RIVER DURING BRIDGE RECONSTRUCTION

WHEREAS, the Town of Verona Board of Supervisors is authorized to exercise the powers of village boards pursuant to §60.22(3) of the Wisconsin Statutes, and is thereby authorized to authorized to enact regulations to protect the public health, safety and welfare pursuant to §61.34(1), Wis. Stats.; and

WHEREAS, §61.34(1) of the Wisconsin Statutes expressly authorizes the Town Board to regulate activities on navigable waters; and

WHEREAS, the Town Board has authorized the removal of the bridge carrying Valley Road over the Sugar River, identified as bridge <u>B-13-0346 and its replacement with a new bridge to be designated bridge B-13-0886</u>; and

WHEREAS, the Town Board has determined it necessary to restrict the use of the Sugar River in the vicinity of the bridge construction activities in order to protect the public safety;

NOW, THEREFORE, the Town Board of the Town of Verona does ordain as follows;

(1) <u>Restricted Area and Time</u>. No recreational watercraft, including but not limited to boats, canoes, kayaks and inner tubes or person shall be located within or on the Sugar River between the points 75 feet upstream and downstream of the centerline of Valley Road from the commencement of removal of the current bridge (B-13-0346) through the completion of construction of the replacement bridge (B-13-0886).

(2) <u>Public Notice</u>. The Town Public Works Director shall be responsible for assuring proper public notice of these restrictions including all of the following:

(a) Installing and maintaining for such time as this Ordinance remains in effect, channel closure buoys in the center of the navigation channel of the Sugar River at a location twenty-five (25) feet both upstream and downstream from the centerline of Valley Road; and

(b) Installing and maintaining for such time as this Ordinance remains in effect signage meeting the requirements of §30.77(4) Wis. Stats. and Wis. Admin. Code §NR5.15, at each public landing along the Sugar River within the Town. Such signs shall state "Local Ordinance" in lettering of at least 3" and a summary, synopsis, or outline of these regulations in lettering of at least 1", or a map made of a durable material showing the areas subject to these restrictions;

(3) Any person who violates the restrictions imposed by this ordinance shall be subject to forfeitures in the amounts provided in §30.80(1), Wis. Stats. and deposits as established in the Uniform Deposit and Bail Schedule established by the Wisconsin Judicial Conference, and hereby adopted by reference.

(4) This ordinance shall take effect upon publication or posting as required by law.

I hereby certify that the foregoing ordinance was duly adopted by the Town of Verona Board of Supervisors at a regular meeting on April 11, 2023.

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Mark Geller, Chair Town of Verona Board

Attest: \_\_\_\_\_ Tersea Withee, Clerk/Treasurer

Dated

Posted:

## **TOWN OF VERONA**

### TO: Town Board of Supervisors

**DATE:** April 5, 2023

FROM: W. Christopher Barnes, Public Works Director

SUBJECT: Trash and Recycling Cart Purchase

**Action Recommended:** The Town Board approve the purchase of 180 trash and recycling carts from Rehrig Pacific Company in the amount of \$10,774.20 and authorize the Town Chair to sign all documents related to this matter.

The Town has been participating in single stream recyclable collection since 2008. At that time, the Town purchased new trash and recycling carts for all Town residents. Currently, replacement and new carts are sold for \$75.00 each, and there a variety of replacement parts available for sale. The Town has standardized the carts from Rehrig Pacific Company with tan carts for trash and green for recycling and stamped Town of Verona. The carts have been reliable and durable. The current stock of trash carts has decreased over the years due to replacements and new home construction. Current inventory is 4 trash carts and 13 recycling carts. Town staff requested a quote for a new cart purchase for the minimum number of carts (180). This purchase is estimated to last about 6 to 7 years.

The submitted proposal is attached. The purchase of new carts was discussed at the March 21, 2023 Public Works Committee meeting, a motion was passed to recommend a new cart purchase to the Board. Funds are budgeted and available in the Recycling and Trash fund for this expense.

It is recommended that the Town Board approve the purchase of 180 trash and recycling carts from Rehrig Pacific Company in the amount of \$10,774.20 and authorize the Town Chair to sign all documents related to this matter.

If you should have any questions regarding this matter, please let me know.

Attachment



Proposal #:

Locations:

1000 Raco Court, Lawrenceville, GA 30046 625 West Mockingbird Lane, Dallas, TX 75247 1738 W. 20th St, Erie, PA 16502 7452 Presidents Dr, Orlando, FL 32809

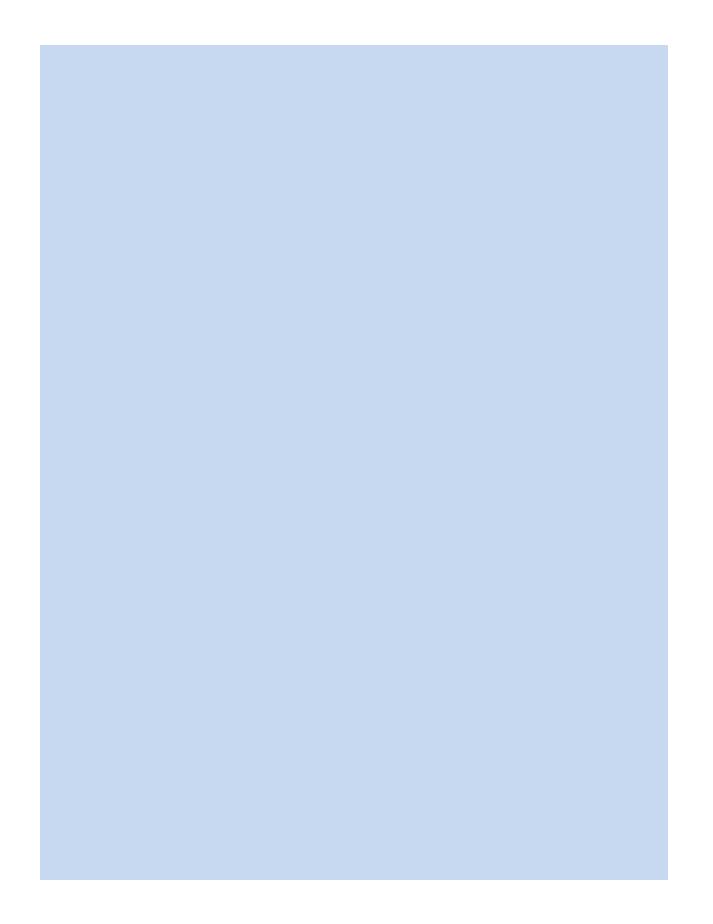
8875 Commerce Dr, DeSoto, KS 66018 7800 100th St, Pleasant Prairie, WI 53158 4010 East 26th St, Los Angeles, CA 90058

# Proposal

March 1, 2023

Bill-to:	Ship-to:
Town of Verona 335 N Nine Mound Road Verona, WI 53593	Same
	Shipping Contact:
Name: Phone: Email:	

	ITEM DESCRIPTION	QUANTITY		EXTENDED PRIC
Rollout Cart Type: Body Color Requested Wheels / Casters	65 Gallon NB Cart : Plano Green Lid Color Requested: Black : 10" Snap on with Intergrated Spacer	90	\$55.69	\$ 5,012.1
	Body Artwork			
Artwork:	TOWN OF VERONA RECYCLE ONLY			
Rollout Cart Type: Body Color Requested	65 Gallon NB Cart : Nissan Tan Lid Color Requested: Black	90	\$55.69	\$ 5,012.1
	: 10" Snap on with Intergrated Spacer			
Artwork:	TOWN OF			
	VERONA			
Is Product Taxable? Is Freight taxable?	No No	Тах о	Subtotal = n Product =	\$ 10,024.2
Tax Rate:	0.00%	Est Fr	eight Rate =	750.0
Terms:	Net 30 Days	Тах	on Freight = Total =	¢ 40.774.0
ADDITIONAL INFORMATION:			Total –	\$ 10,774.2
Contract Options: Ship From: Leadtime: Warranty: Quote Valid: Taxes: *** All Credit Card transactions are sul	None Pleasant Prairie, WI facility 7 weeks or sooner 10 year unprorated warranty 30 Days All applicable taxes shall be paid by the Buyer unless a proper exemption is provided	and validated.		
PRESENTED BY:	DJect to a 2% processing fee. ACCEPTED BY:			
Rehria Pacific Company				
Brittany Sorgenfrie	3/1/2023			
Brittany Sorgenfrie Territory Sales Manager	Date Sign and Print Name			Date
Direct: (507) 884-4520 Email: bsorgenfrie	@rehrig.com Title:			
	To initiate order, please call or send signed proposal via email to Presented By repre	sentative.		





DISTRICT ATTORNEY **DANE COUNTY ISMAEL R. OZANNE District Attorney** 



February 16, 2023

SUGAR RIVER SENIOR CENTER MARY KAY PALMER 21 S VINE ST BELLEVILLE WI 53508

RE: State of Wisconsin vs. Amanda M Meade (2023CF000102) Charges: Theft - Movable Property ( > \$10,000) - 2 counts, Theft - Business Setting over \$10,000, & Unauthorized Use of an Entity's Identifying Information or Documents -3 counts

Dear Sugar River Senior Center Mary Kay Palmer:

The Dane County District Attorney's Office has issued charges for an incident that occurred on and in-between 2/5/15 and 6/25/21. I am the Victim Witness case manager assigned to this case and it is my job to help you navigate the criminal court process and exercise your rights as a crime victim. Many of your rights require you to <u>request to exercise</u>. Therefore, I have enclosed the following forms:

- Victim Rights Request Form
- Restitution Request Form
- Victim Impact Statement Form

Please return these forms by March 02, 2023.

Additionally, I have included information about programs and resources that may be helpful to you:

• Information about <u>The Criminal Court Process</u>.

The defendant appeared in court on 2/16/23 and a *signature bond* was set. It is a condition of bail in all cases that defendants appear in court as required, commit no new crimes and not threaten or intimidate victims or witnesses. The judge ordered the following additional special conditions:

- Defendant shall not be at Sugar River Senior Center and have no contact with any of their employees or staff.

- Defendant shall not work in any job that handles any money, checks or credit cards that don't belong to the defendant.

Víctimas de ciertos delitos quienes no son ciudadanos de los Estados Unidos pueden ser elegibles para una Visa "U" para modificar su estatus en este país. Si desea más información comuníquese conmigo. Si necesita intérprete para comunicarse con nuestra oficina, se le proporcionará uno gratis. Sugar River Senior Center Mary Kay Palmer March 10, 2023 Page 2

Emergency bail violations should be reported to 911; non-emergency violations should be reported to the agency that investigated the crime. If you are considering filing a restraining order, please notify me to discuss your safety concerns and the options that are available to you.

The next court hearing is a *Status Conference* on *March 10, 2023 at 9:00 AM*. The case could resolve at any hearing. You will be notified by subpoena if your attendance at any hearing is required. Please be aware that court events can be cancelled and rescheduled at the last minute. If you would like the court to consider your interest before rescheduling a hearing, please be present at all hearings and notify either the bailiff or prosecutor that you would like to be heard. You may also visit <u>http://wcca.wicourts.gov</u> to obtain court information.

Victims of certain crimes who are not citizens of the United States may be eligible for a "U Visa" to adjust their status in this country. To learn more, please contact me. If you need an interpreter to communicate with our office, one will be provided free of charge.

If you have questions about **restitution**, please contact Christine Barnekow at <u>DaneVWWC@da.wi.gov</u> or (608) 266-1229. For all other questions or concerns, please feel free to contact me.

Sincerely,

Susan E. Robertson

Victim Witness Case Manager Susan.Robertson@da.wi.gov / (608)266-4282

·		
DEFENDANT	CASE NO.	VICTIM
Amanda M Meade	2023CF000102	Sugar River Senior Center
AIIIdIIUd M Medue		Jugar River Seriior Cericer
		5

# VICTIM RIGHTS REQUEST FORM

Many of the rights afforded to crime victims require you to request to exercise your rights. Therefore, if you wish to exercise any of the rights listed below please fill out this form and return it to the <u>Victim Witness Unit</u> by **03/02/2023**.

Name:				
Mailing Address:	Home Phone:			
City/State/Zip:	Work Phone:			
Email:	Cell Phone:			
All written correspondence will be sent via email unless you contact the victim witness unit and make alternative arrangements.				
PLEASE KEEP THE VICTIM/WITNESS UNIT INFORMED OF ANY CHANGES TO YOUR CONTACT INFORMATION				

Upon request, victims have the right to be notified in writing of all court hearings.

- □ Yes, please notify me of all court hearings.
- □ No, I waive this right.

Upon request, victims have the right to <u>attend all court proceedings</u> and to be heard (to speak in court) if any of their rights are discussed and/or decided.

□ Yes, I want to attend all hearings.

□ Yes, I want to speak in court if my victim rights are being discussed or decided.

□ No, I waive this right.

Upon request, victims have the right to information about the final outcome of a case.

- $\Box$  Yes, please notify me of the final outcome of this case.
- □ No, I waive this right.

Upon request, if a defendant is incarcerated, victims have the right to timely notification of a defendant's release, escape, and death. The VINE program is a 24 hour notification system operated by the Dane County Jail. Registering with this program is the only way for you to receive timely updates about an inmate's status. To register, you must call 1-877-418-8463.

- □ Yes, I have called VINE and opted in to this service.
- □ No, I waive this right.

VICTIM

# VICTIM RIGHTS REQUEST FORM

(continued)

Upon request, victims have the right to <u>confer with the prosecutor</u> assigned to their case. To exercise this right you will need to contact the Victim Witness case manager to discuss the different ways to communicate your feelings about this case.

□ Yes, I wish to confer with the prosecutor and will contact the Victim Witness Case Manager.

- □ No, I waive the right to confer with the prosecutor but would like them to consider the following options:
  - Restitution
  - Jail or prison
  - Alcohol/drug treatment
  - □ Community service
  - Fine
  - Probation
  - Counseling
  - Deferred prosecution agreement
  - □ Apology Letter
  - □ Restorative Justice Outcome (Please contact your case manager for more info.)
  - Other: \_\_\_\_\_

Victims have the right to <u>full restitution</u>. Restitution is defined as out of pocket expenses that were the direct result of the crime. To exercise this right you must fill out and return the enclosed form titled RESTITUTION INFORMATION.

□ Yes, I wish to request restitution and will submit the RESTITUTION INFORMATION form.

□ No, I waive this right.

Victims have the right to provide the sentencing Judge with a <u>victim impact statement</u> to consider prior to determining the defendant's sentence. A victim impact statement is different than the statement you gave to the police about what happened to you; instead, it addresses how the crime impacted you and what you believe is an appropriate sentence. A victim impact statement can be submitted in writing or in person at the sentencing hearing. Victim impact statements are always shared with the defendant and his/her attorney.

- Yes, I wish to give a verbal statement in court.
- □ Yes, I wish to submit a written statement to the Judge.
- □ No, I waive this right.

If you change your mind about exercising any of these rights, please contact the Victim Witness Unit and we will be happy to assist you.

DEFENDANT		
Amanda	Μ	Meade

Sugar River Senior Center

# **RESTITUTION REQUEST FORM**

Please complete this section if contact information for Restitutio	n is different than on Victim Rights Request Form.	
Name:		
Mailing Address:	Home Phone:	
City/State/Zip:	Work Phone:	
Email:	Cell Phone:	
All written correspondence will be sent via email unless you contact the	victim witness unit and make alternative arrangements.	
PLEASE KEEP THE VICTIM/WITNESS UNIT INFORMED OF ANY	CHANGES TO YOUR CONTACT INFORMATION	
<b>IF YOU DO NOT WANT TO REQUEST RESTITUTION, check her</b> Please specify if another person or organization sustained a loss on your beha <b>IF YOU WANT TO REQUEST RESTITUTION, itemize unrecove</b> If we do not receive this form by the deadline, we may request no restitut To ask to submit the form after the deadline, call (608)266-1229.	a loss request from your insurance so I will be sure and	
DESCRIPTION       Attach copies of bills/receipts/statements if available.       AMOUN		
IF INSURANCE PAID FOR ANY OF YOUR LOSS: Deductible	e (paid by you):	
Insurance	Company/Agent:	
Please return forms by 0 Christine Barne Financial Crimes Restit <u>DaneVWWC@da.v</u> (608) 266-122 Fax: (608) 261-0	kow cution Clerk <u>vi.gov</u> 29	

03/10/2023 - Status Conference Return to DaneVWWC@da.wi.gov by: 03/02/2023 Case Manager: Susan E. Robertson

VICTIM

# VICTIM IMPACT STATEMENT

The purpose of a Victim Impact Statement is to tell the court two key things:

- 1. How you have been affected by the defendant's criminal behavior (physically, emotionally, financially, etc.) and;
- 2. What you think the resolution of the case ought to be.

A Victim Impact Statement is different from the statement of facts, which you may have given to police during their investigation, because rather than describing what happened you are communicating how the crime affected you. This statement can be delivered to the Judge in a letter format or in person at a sentencing hearing. If you would like to discuss the option that works best for you please contact the victim/witness case manager listed below.

PLEASE DO NOT DISCUSS THE FACTS OF THE INCIDENT ITSELF, ONLY THE EFFECT OF THE CRIMINAL ACTIVITY ON YOU.

Please be advised that the defendant will receive a copy of your statement.

(Please use the reverse side or attach additional pages if more space is required.)

# THE RIGHTS OF CRIME VICTIMS

#### The rights listed below are an abbreviated list of your crime victim rights. For a full list of your rights, please see <u>Wisconsin Statutes Chapter 950</u> and the <u>Wisconsin Constitution</u>.

### The Wisconsin Constitution provides crime victims with the following rights:

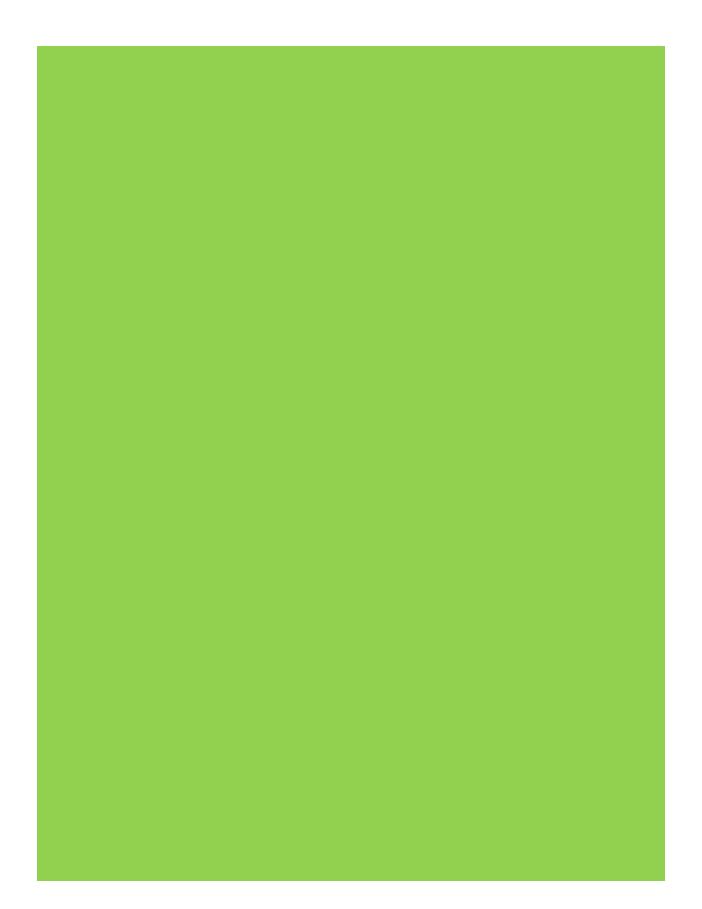
- To be treated with dignity, respect, courtesy, sensitivity and fairness.
- To privacy\*.
- To proceedings free from unreasonable delay.
- To timely disposition of the case, free from unreasonable delay.
- Upon request, to attend all proceedings involving the case.
- To reasonable protection from the accused throughout the criminal and juvenile justice process.
- Upon request, to reasonable and timely notification of proceedings.
- Upon request, to confer with the attorney for the government.
- Upon request, to be heard in any proceeding during which a right of the victim is implicated, including release, plea, sentencing, disposition, parole, revocation, expungement, or pardon.
- To have information pertaining to the economic, physical, and psychological effect upon the victim of the offense submitted to the authority with jurisdiction over the case and to have that information considered by that authority.
- Upon request, to timely notice of any release or escape of the accused or death of the accused if the accused is in custody or on supervision at the time of death.
- To refuse an interview, deposition, or other discovery request made by the accused or any person acting on behalf of the accused.
- To full restitution from any person who has been ordered to pay restitution to the victim and to be provided with assistance collecting restitution.
- To compensation as provided by law.
- Upon request, to reasonable and timely information about the status of the investigation and the outcome of the case.
- To timely notice about all rights under this section and all other rights, privileges, or protections of the victim provided by law, including how such rights, privileges, or protections are enforced.
- To ask a Circuit Court Judge or Court Commissioner to promptly review your case if you believe your victim rights have been violated. You may also file an appeal with the Court of Appeals and Supreme Court asking for a review of the Circuit Court Judge or Court Commissioner's decision if you believe the decision does not protect your crime victim rights.

### Additionally, the Wisconsin Statutes afford crime victims additional rights including but not limited:

- To attend court proceedings, subject to any sequestration order. The court may require victims to exercise this right by telephone or other available means, if the victim is incarcerated, under arrest, or committed to a treatment facility, and the victim does not have a representative.
- To be accompanied to court by a service representative, in certain cases.
- To have his/her interests considered when the court is deciding whether to grant a continuance of any hearing in the case.
- To be provided a waiting area in court.
- To be provided with appropriate intercession services to ensure that employers of victims will cooperate with the criminal justice process in order to minimize loss of income or benefits resulting from court appearances.
- To request an order for and to be given the results of testing to determine the presence of sexually transmitted disease or of any strain of human immunodeficiency virus (HIV) in certain cases.
- To have the presentence investigation writer, in cases in which a presentence investigation is ordered, make a reasonable attempt to contact the victim.
- To have any stolen or other personal property expeditiously returned by law enforcement agencies when no longer needed as evidence.
- To complain to the Department of Justice concerning the treatment of crime victims and to request review by the Crime Victim's Rights Board of the complaint.

#### \*Victim Privacy Rights and Safety

The Dane County District Attorney's Office values your privacy rights and safety as a crime victim and will make every effort to treat your case with sensitivity. However, this should not be interpreted as absolute privacy and we think it's important for you to be aware of these limitations. Therefore, please know if this case is charged, police reports and other materials that relate to this incident will have to be shared with the defendant and their attorney per Wis. Stat. § 971.23; this may also include email and/or text messages (i.e. SMS/MMS) with the Victim Witness Unit. Additionally, criminal proceedings are open to the public and will include filings that contain information about this incident. Finally, as part of the investigatory and prosecution process, information concerning this incident may be shared with assisting outside agencies and trial experts. If you would like more information about these practices and/or have questions or concerns about your privacy or safety please contact the Victim Witness Unit at DaneVW@da.wi.gov or 608-266-9003 to discuss how we can best serve your interests.



## **TOWN OF VERONA**

### TO: Town Board of Supervisors

FROM: Sarah Gaskell, Planner/Administrator

SUBJECT: Administrator Report for April 2023

### **Upcoming Meetings**

- Annual Town Meeting April 18<sup>th</sup>, 7pm Town Hall
- NRAC April 18<sup>th</sup>, 5:30pm Town Hall
- Plan Commission no meeting
- Public Works April 18<sup>th</sup>, 7:00am Town Hall
- Board of Review April 25<sup>th</sup>, 6pm 8pm, Town Hall
- Finance TBD

### <u>General</u>

- Audit underway Auditors on site January 31<sup>st</sup>
- Western Dane County Municipal Court May 1<sup>st</sup>

### Work Plan

- Annual Meeting Preparation
- Town Board Workshop
- Western Dane County Joint Municipal Court set up
- 2022 Budget Amendments if needed
- Trash and Recycling Contract
- Open Space and Parks Plan 2024 2029
- Vault reorganization
- Communications Plan
- Succession Plan
- Emergency Plan
- Impact Fee Analysis

### TOWN OF VERONA

TO: Town Board of Supervisors Public Works Committee **DATE:** April 6, 2023

FROM: W. Christopher Barnes, Public Works Director

**SUBJECT:** Monthly Report – March 2023

The monthly Public Works Department Activity report is submitted for the information and review of the Board and the Committee. March was an active month with several heavy snow and ice events, temporary pothole patching and brush and tree trimming. 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**

- 3 snow events and heavy snow and freezing rain events.
- Performed various road pothole issues throughout the town road network
- Picked up multiple debris from fly-dumping
- Received final salt delivery for 2023 and placed 2024 salt order.

### **Equipment and Facility Activities**

- Scheduled town build fuel changeover for April 24<sup>th</sup>. This will require the office heating to be turned off for at least 1 day.
- Repaired the rear spreader unit on the Ford patrol truck
- Made miscellaneous plow and repairs
- Made a pre-blasting inspection the building with SX Blasting prior to any work on County Highway PD

### **Sanitary Sewer Utility Activities**

- Prepared an agreement for the Badger Mill Pump Station 17 Force Main relief project with the Madison Metro Sewerage District (MMSD).
- Reviewed final plans on the Town portion of the Force Main relief project.

### **Engineering Activities**

• Continued working with the City of Fitchburg on the successful WISDOT grant application for Fitchrona Road reconstruction Nesbitt to Lacy. See attached letter.

The project has received a total grant amount of \$2,886,086. Construction is likely 2025.

- Received the 2023 Road Maintenance project bids on March 10<sup>th</sup>.
- Began coordination for the Valley Road bridge project. Construction to start in May 2023.
- Reviewed the final County Highway PD traffic study and widening plans.
- In conjunction with the City of Fitchburg, requested a cost proposal from the initial consulting engineering firm (AE2S) for final design engineering for the culvert replacement and associated permitting for the Goose Lake/Fitchrona Road storm drainage project. Met with Dane County staff to discuss design options and alternatives. The project has approximately \$150,000 of USEPA grant funding assigned to it.
- cc: Sarah Gaskell, Town Planner/Administrator Mark Judd, Road Patrolman



5520 Lacy Road Fitchburg, WI 53711 (608) 270-4260 www.fitchburgwi.gov



7669 County Hwy Pd Verona, WI 53593 (608) 845-7187 town.verona.wi.us

March 28, 2023

RE: Fitchrona Road Reconstruction Project

The purpose of this letter is to inform you of an upcoming construction project on Fitchrona Road. The project area will consist of the complete reconstruction of Fitchrona Road from Tonto Trail to Nesbitt Road (see map to the right). Immediate work you may notice is surveying and utility marking. This is part of the design process and will possibly continue intermittently throughout 2023 and 2024. The project will likely include a multiuse pathway in areas of Fitchrona Road that do not already have a pathway. Design for this project will be taking place from 2023 to 2024. Construction is planned to take place in 2025.

Design and construction details are not known at this time but will be shared as they become available. Public Information Meetings will be held at a later date with the design engineer.



Sincerely,

Ross Kuhle

Ross Kahler Senior Project Engineer City of Fitchburg, WI (608) 270-4266 ross.kahler@fitchburgwi.gov

W. Chille Ben

W. Christopher Barnes, P.E. Public Works Director Town of Verona, WI (608) 807-4471 cbarnes@town.verona.wi.us

and

### **TOWN OF VERONA**

TO: Town Board of Supervisors

**FROM:** Teresa Withee, Clerk/Treasurer

SUBJECT: March 2023 Clerk/Treasurer Report

### <u>Clerk</u>

- Attended Town Board meeting and recorded minutes
- Coordinated with election workers regarding scheduling for the April election
- Preparations for the Spring Election, Posted and Published the Type D Notice location & hours of polling place, Type E Notice – Absentee Voting and public test notice and Notice of Voting at Badger Prairie Healthcare Center
- Reviewed information in WisVote; Registration Alerts, set up town portion for April election
- 330 Absentee Ballots were mailed for the Spring Election
- 300 absentee ballots were returned for processing, they are entered into WisVote.
- Conducted the public test of the election equipment on March 28th
- Prepared for the spring election by setting up Badger Books, tables, election booths, supplies for election workers and all appropriate notices. Prepared the Express vote and DS200 with security seals
- Prepared clerk portion of the inspector statement for the chief inspector

### <u>Treasurer</u>

- Reviewed invoices, prepared checks and check review report for town board.
- Prepared for annual Board of Review, reviewed members training records, printed objection forms, prepared notices and posted.
- Researched and responded to follow up questions with auditors.
- Continue to process dog licenses, file paper applications, entered in QuickBooks and the county spreadsheet.
- Monthly bank reconciliations.