



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 June 7, 2022
- 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
 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
 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
 - B. Public Works
 - C. Ordinance Committee
 - D. Financial Sustainability Committee
 - E. Natural and Recreational Areas Committee
 1. Discussion and Possible Action: Purchase of Development Rights
 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.
 - 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

8) Old Business

9) New Business

- A. Discussion and Possible Action: Transfer of a Town of Verona Reserve Liquor License to the Town of Montrose
- B. Discussion and Possible Action: ICE Inc. Lease Renewal
- C. Discussion and Possible Action: Resolution 2022-03 To Adopt the Town of Verona Annex to the Dane County Natural Hazard Mitigation Plan
- D. Discussion: Check Register Review

10) 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: 06/24/2022
Posted: 06/30/2022



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, June 7, 2022

Town Board Members Present: Chair Geller, Mathies, Lonsdorf and Duerst

Town Board Members Absent: Paul (joined the meeting at 7:15 pm)

Staff Present: Administrator/Planner Gaskell, Clerk/Treasurer Withee, Public Works Director Barnes and Road Patrolman Judd

Applicants Present: Clint Weninger, Brian Brianna, Bill Buglass, Ron Klass

- 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 Lonsdorf. Motion carried by voice vote.
- 2) Pledge of Allegiance
- 3) Public Comment – none
- 4) Approval of minutes from May 3, 2022, and May 21, 2022 – Motion by Duerst to approve the minutes from May 3, 2022, corrections by Mathies to strike number of ayes and nays from May 3, 2022, on items 1 and 4. Also to strike the sentence in item 6. D. “Committee directed to solicit some bids for an inspection of the Town’s stormwater pond.” Second by Mathies with corrections. Motion carried by voice vote. Motion by Duerst to approve the May 21, 2022, minutes, second by Mathies. Motion carried by voice vote.
- 5) Public Hearing: CUP Application 2022-01 by Payne & Dolan (on behalf of the Herfel Trust) to allow for aggregate crushing at 1977 State Highway 69.

Motion by Lonsdorf to open the public hearing, second by Duerst. Motion carried by voice vote.

Presentation by Administrator Gaskell

Clint Weninger from Payne & Dolan answered questions from the board. Mr. Buglass stated he is not aware of any other mineral sites in Dane County that restrict on site crushing. Chair Geller addressed questions from the written comments submitted prior to the hearing.

Motion by Lonsdorf to close the public hearing at 7:33 pm, second by Geller. Motion carried by voice vote.

6) Committee Reports

A. Plan Commission

1. Discussion: CUP Application 2022-01 by Payne & Dolan (on behalf of the Herfel Trust) to allow for aggregate crushing at 1977 State Highway 69. Discussion by board.

2. Discussion and Possible Action: Land Use Application 2021-11 submitted by Ron Klaas on behalf of Olsen Trust for Final Plat and Declaration of Covenants Approval Parcel numbers 062/0608-361-9190-9, 062/0608-362-9500-2, 062/0608-361-9100-7 (21 acres in total). The Plan Commission recommended approval with the condition that there be an update to Article 10 to include 10.0 as a section that cannot be amended without Town approval. This change was made. Discussion by board. Motion by Geller to approve Land Use Application 2021-11 submitted by Ron Klaas on behalf of Olsen Trust for Final Plat and Declaration of Covenants Approval for Parcel Numbers 062/0608-361-9190-9, 062/0608-362-9500-2, 062/0608-361-9100-7 (21 acres in total), second by Duerst. Motion carried by voice vote.

3. Discussion and Possible Action: Land Use Application 2022-02 submitted by Badger Prairie Needs Network for a rezone of 1.709 acres of parcel 062/0608-142-9502-0 from RM-16 to LC. The Plan Commission recommended approval with the following conditions:
 - a. Land use be restricted to governmental, institutional, religious, or nonprofit community uses
 - b. The landscape requirement of screening per Dane County Ordinance requirements be waived.
 - c. The application will need to be approved by the Joint City/Town Planning Committee.Motion by Lonsdorf to approve Land Use Application 2022-02 submitted by Badger Prairie Needs Network for a rezone of 1.709 acres of parcel 062/0608-142-9502-0 from RM-16 to LC with the conditions as listed above, second by Duerst. Discussion by board. Motion carried by voice vote.

4. Discussion and Possible Action: Land Use Application 2022-03 submitted by Dane County for the CSM and rezone of a 39.73-acre AT-35 parcel 062/0608-043-9501-0 into two parcels zoned NR-C. The Plan Commission reviewed the CSM and rezone at their May meeting and voted to recommend approval 5-0. Motion by Duerst to approve Land Use Application 2022-03 submitted by Dane County for the CSM and rezone of a 39.73-acre AT-35 parcel 062/0608-043-9501-0 into two parcels zoned NR-C with the condition that the Joint City/Town Planning Commission approves, second by Lonsdorf. Discussion by board. Motion carried by voice vote.

B. Public Works

1. Discussion and Possible Action: Brush Disposal Program –Chris Barnes presented the results of the survey and cost estimates. Discussion by board. Mathies stated that there are a lot of issues with implementing a drop off site at the town. He would like to see staff compile information for residents for alternate options including use of the Dane County site. Lonsdorf stated that there doesn't seem to be a lot of support from the community based on the survey results. Geller stated that he would support a pilot program. Motion by Geller to approve a 12-month pilot brush disposal drop off at the town. Second by Lonsdorf. Roll call vote: Mathies, no; Lonsdorf, aye; Paul, no; Duerst, aye; Geller, aye. Motion carried 3-2.

2. Discussion and Possible Action: 2022 Crack-Filling Projects Bid Award – Duerst presented the information regarding the bids. Motion by Duerst to award 2022 crack-filling bid to Fahrner Asphalt Sealers Inc. in the amount of \$8,250, second by Mathies. Discussion by board. Motion carried by voice vote.

- C. Ordinance Committee – Mathies stated he reached out to two members to see if they would be willing to serve on a combined committee that would incorporate the Financial Sustainability Committee.
- D. Financial Sustainability Committee – Mathies stated the committee was in favor of combining with the ordinance committee. The committee reviewed a budget calendar, will review audit and year to date budget.
- E. Natural and Recreational Areas Committee – Lonsdorf stated they reviewed the questions regarding the Purchase of Development rights program. He reviewed a storm water statement on the town’s stormwater pond prepared by NRAC, and detailed options for other stormwater ponds in the town. The cost of inspections would be roughly \$400.00 each.
- F. EMS Commission – Lonsdorf stated he did not attend the last meeting but did review their minutes. Runs are still up, and they are looking at purchasing a new ambulance.
- G. Senior Services Committee – Paul stated that they met prior to her being elected. She will attend the June meeting.
- H. Town Chair’s Business – Geller stated that he and Sarah met with Adam Sayer and will meet monthly. Sept 10th 2022 has been tentatively set for a public presentation on Land Use. The Marty farm Urban Service Area application will have CARPC public hearing on July 14 via Zoom.
- I. Supervisor Announcements – Duerst gave an update on the Highway 69 project. Paul asked about the Fitchrona Road project. Geller stated that a meeting will be held with all of the stakeholders.

7) Staff Reports

- A. Administrator/Planner Report – no questions
- B. Public Works Director Report – Barnes gave an update on the sale of the Peterbilt truck. Lonsdorf asked about the catch basin on Sunset Drive.
- C. Clerk/Treasurer Report – Mathies asked if the audit is finished. Withee stated that has not been completed.

8) Old Business – none

9) New Business – none

- A. Discussion and Possible Action: Resolution 2022-02 WI DNR NR 208 Compliance Maintenance for 2021 – Barnes explained the resolution. Discussion by board. Motion by Duerst to approve Resolution 2022-02 WI DNR NR 208 Compliance Maintenance for 2021, second by Geller. Motion carried by voice vote.
- B. Discussion and Possible Action: Renewal Applications for Alcohol Licenses with an Opportunity for Public Comment:
- i. Class “B” retail license for the sale of fermented malt beverages to be consumed on premises for Blackhawk Bowhunters, LLC, Dale Goytowski President/Agent, 2103 County Highway PB – Motion by Geller to approve the Class “B” retail license for the sale of fermented malt beverages to be consumed on premises for Blackhawk Bowhunters, LLC, Dale Goytowski President/Agent, 2103 County Highway PB, main clubhouse bar, second by Mathies. Motion carried by voice vote.
 - ii. Class “B” retail license for the sale of fermented malt beverages to be consumed on premises and “Class B” retail license for the sale of intoxicating liquor to be consumed on premises for Ole Duffers Pub, Susan Kaye Buchanan President/Agent, 1755 County Highway PB – Motion by Geller to approve the Class “B” retail license for the sale of fermented malt beverages to be consumed on premises and “Class B” retail license for the sale of intoxicating liquor to be consumed on premises for Ole Duffers Pub, Susan Kaye Buchanan President/Agent, 1755 County Highway PB, second by Mathies. Motion carried by voice vote.
 - iii. Operator’s Licenses for year ending June 30, 2021 – Motion by Geller to approve Operator’s Licenses as presented for year ending June 30, 2023, second by Duerst. Motion carried by voice vote.
- A. Discussion: Town Board Workshop Goals Review – Gaskell reviewed 2022 goals for the year as determined by town board workshop. Discussion by board. Consensus is to have NRAC work on ice age trail connections and Paul has agreed to help them as needed. Duerst stated he would like to keep municipal court as a goal. Geller would like to leave the ARPA funds open and not commit them at this time. Mathies stated that we can use this for road projects. Paul said the knowledge capture is a good goal to complete this year by staff. Lonsdorf also likes the supervisor handbook. Can combine #4 with #1. Gaskell would like supervisors to review remaining goals to discuss at a future meeting.
- B. Discussion: Check Register Review – no questions
- 10) Motion by Duerst to adjourn, second by Lonsdorf, meeting adjourned with no objection at 10:15 pm.

Prepared by Teresa Withee, Town Clerk

Approved:

TOWN OF VERONA

TO: Town Board of Supervisors

FROM: Sarah Gaskell, Planner/Administrator

DATE: July 5th, 2022

RE: Administrator's Memo – July Town Board Meeting

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 of rezone of the spot zone in this parcel at their June meeting 4-0 with the following conditions:

- a. Any lighting will adhere to standards of the Town of Verona Dark Sky Ordinance
- b. Approval by the Joint City/Town Planning Committee

- 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 discussed this item at their June meeting and recommended approval of the rezone from AT-35 to MRF-08 subject to the following conditions:

- a. Land be deed restricted to Single Family
- b. Approval by the Joint City/Town Planning Committee
- c. Approval of the Final Plat
- d. Approval of the Development Agreement and Declaration of Covenants

- 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 discussed this item at their June meeting and recommended approval of CUP Application 2022-01 subject to the following conditions:

- 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 reason.

- 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.

New Business

1) Discussion and Possible Action: Transfer of a Town of Verona Reserve Liquor License to the Town of Montrose

The Town of Montrose is seeking the transfer of a Town of Verona Class B Reserve Beer and Liquor license for the purpose of providing one to Nic Mink of the Seven Acre Dairy Company. The town has a total of four reserve licenses, with three currently available. A transfer to another township is permanent and will reduce the number of available licenses to three in total, two available.

2) 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 will be discussed/approved by the City of Verona Common Council on June 27th, 2022.

TOWN OF VERONA
APPLICATION FOR LAND USE CHANGE

Please review the Town of Verona Comprehensive Land Use Plan and Subdivision and Development Ordinance 05-04 (found on the Town website: (www.town.verona.wi.us) and Dane County Ordinances Chapter 10 – Zoning, Chapter 11 – Shoreland, Shoreland-Wetland and Inland-Wetland Regulations, and Chapter 75 – Land Division and Subdivision Regulations prior to application. A pre-application meeting or initial review should be scheduled with Town Staff and/or Plan Commission Chair if you have any questions or concerns and to determine the fees associated with the application.

Proposed land use change for (property address/legal description): A parcel of land located in the SW 1/4 of the NE 1/4 of Section 9, T6N, R8E, Town of Verona, Dane County. Containing 215,824 Square Feet.

Please check all that apply:

- comprehensive plan amendment – please see specific submittal requirement
- rezone petition
 - current zoning category AT-35
 - new zoning category Limited Commercial LC
- conditional use permit
 - conditional use requested _____
- certified survey map
- preliminary plat
- final certified survey map
- concept plan
- site plan
- request for Town road access

Property Owner Phone (608) 271-9000

Address 1979 Milky Way, Verona, WI 53593 E-Mail jschumac@epic.com

Applicant, if different from the property owner Nathan Lockwood (REPRESENTATIVE, IF NEEDED)

^{REP} Applicant's Phone (608) 206-6873 E-mail nlockwood@donofrio.cc

If the applicant is different from property owner, please sign below to allow the agent to act on behalf of property owner.

I hereby authorize _____
to act as my agent in the application process for the above indicated land use change.

Signature _____ Date _____

Description of Land Use Change requested: (use reverse side if additional space is needed)

SEE OPERATIONS NARRATIVE. LIMITED COMMERCIAL WOULD ALLOW HOUSING OF GRADING CONTRACTOR ON PART OF OLD QUARRY

I certify that all information is true and correct. I understand that failure to provide all required information and any related fees will be grounds for denial of my request.

Applicant Signature  Date 5/25/22

Print Name JAMES S. SCHUMACHER

RETURN COMPLETED APPLICATION TO MAP/PLAN AND ANY OTHER INFORMATION VIA EMAIL TO:
Sarah Gaskell, Administrator, Town of Verona
7669 County Highway PD, Verona, WI 53593
sgaskell@town.verona.wi.us
(608) 845-7187

OFFICE USE ONLY
Application # _____
Fee _____
Paid by _____
Date _____ Check # _____
Receipt # _____

Planning Report

Town of Verona

June 16th, 2022

Former Wingra Quarry - Parcel located near the west intersection of CTH PD and Northern Lights Road

Summary: The applicant is seeking approval for a rezone of for parcel number 062/0608-092-9152- The rezone of 4.9 acres of this parcel would be from AT-35 to LC (Limited Commercial).

Property Owner: Epic Systems Corporation

Property Addresses: n/a

Applicant: Nathan Lockwood
D'Onofrio Kottke and Associates

Location Map



Comprehensive Plan Guidance:

The parcel is depicted as Natural/Recreational Resources. The change from AT-35 to LC for the 4.9 acres would be appropriate due to both the past and current uses of the property. The rezone would bring the current use into alignment with the appropriate zoning category. Site operations will utilize a septic system and private well so urban services will not be needed. The previous application for a rezone to RI was not permitted by the County due to the location of the containment areas of Well 6 in the City of Verona and related ordinances prohibiting RI zoning in these areas.

Current and Proposed Zoning: The current zoning classification is AT-35. The new zoning classification would LC-Limited Commercial.

Extra-territorial Review/Boundary Agreement Authority: This parcel is in Area A of the boundary agreement with the City of Verona. Further action will be required with respect to consultation with the City of Verona via a meeting of the Joint City/Town Plan Committee.

Surrounding Land Use and Zoning: The surrounding land uses include RM-16 and AT-35 to the west. The western boundary of the parcel abuts Glacier Landscape, Inc.

Site Features: The site was home to the former Wingra Stone aggregate quarry. The only structures on site were two blighted buildings that have recently been demolished and removed. The topography is slightly varied but not due to the presence of natural features.

Driveway Access: Access is available via a shared driveway easement agreement with the neighbors to northwest (Ray Maurer, parcel number 062/0608-081-9502-0, 7407 County Hwy PD and Taylor Maurer, LLC 062/0608-081-9880-0).

Other: The applicant wishes to build an Accessory Building similar to those constructed elsewhere on the Epic Campus. The building will house contractor office space, material storage and vehicle service. Traffic to/from the site will be in the morning and evening and will only be employee traffic. Haul trucks will continue to use the existing access located in the southern portion of the parcel 3. A small parking lot will also be constructed for employee use.

Please see the attached Operations Narrative provided by the Applicant.

Staff Comments: Staff recommends approval of the rezone with the following condition:

1. All outdoor lighting fixtures must comply with the Town of Verona Dark Sky Ordinance.







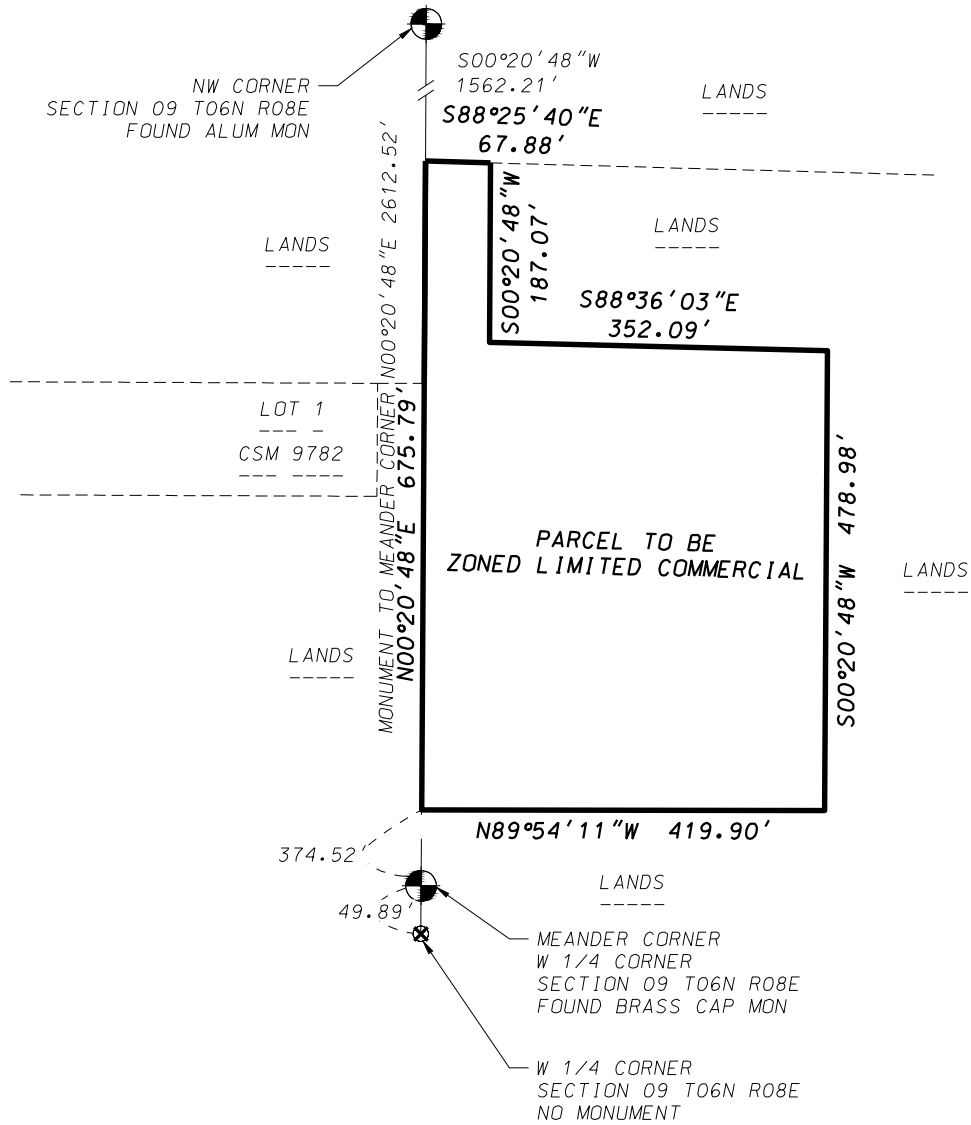


LEGAL DESCRIPTION – LANDS TO BE ZONED LIMITED COMMERCIAL

A parcel of land located in the SW1/4 of the NE1/4 of Section 9, T6N, R8E, Town of Verona, Dane County, Wisconsin to-wit:

Commencing at the Northwest corner of said Section 9; thence S00°20'48"W, 1562.21 feet along the West line of said SW1/4 to the point of beginning; thence S88°25'40"E, 67.88 feet; thence S00°20'48"W, 187.07 feet; thence S88°36'03"E, 352.09 feet; thence S00°20'48"W, 478.98 feet; thence N89°54'11"W, 419.90 feet to a point on the West line of said SW1/4; thence N00°20'48"E, 675.79 feet along said West line to the point of beginning. Containing 4.955 acres.

EPIC - REZONING MAP



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



0 200
 Scale 1" = 200'

DATE: 05-24-22
 F.N.: 10-02-102

Epic Systems – Dane County Rezone Petition

Operational Narrative

A portion of the old Wingra property is desired to be used as a shop and yard for Edgerton Contractors. Epic contracts Edgerton, the grading contractor, for ongoing construction at the Epic Campus in the adjacent City of Verona. The proposed shop will be used for Edgerton internal operations regarding work at Epic including repair of construction equipment. The proposed yard will be used to store construction equipment and various construction materials relating to Epic construction work. This property will not be used as public commercial space, there are no sales or services outside of Epic related work. This land and structure stages Epic's construction operation.

The property has existing piles of sand and aggregate material left by Wingra and is now the property of Epic. It is anticipated that this material will be transferred to the Epic site by way of an existing internal access road to the south.

Some rock crushing is expected on site to produce aggregate which will be used on the Epic site and not hauled off site or sold.

- Typical Hours of Operation - Weekdays 7 am to 5 pm
- Extraordinary Hours of Operation - Weekends 8 am to 7 pm (rare as construction warrants)
- Number of Employees
 - The number of employees will range from 80 to 5 depending on the workload.
- Anticipated noise, odors, dust, soot, runoff, or pollution
 - We do not anticipate any odors, soot, runoff, or pollution.
 - We will have a water truck onsite to control dust and engineering controls will be used to minimize construction equipment noise.
- Material Storage
 - Stored materials include soil, rock, sand aggregate, signs, pipe, structures, fabric, and traffic control materials.
- Stormwater and erosion control standards
 - The property is internally drained so stormwater management and erosion control is no different than the previous quarry operation.
- Sanitary facilities
 - The office will have restrooms that will connect to a new septic system.
- Trash, solid waste, and recyclable materials
 - Dumpsters will be used for trash, solid waste, and recyclables
- Anticipated daily traffic
 - Employees will arrive using the north entrance around 7 am and depart from 3 pm to 5 pm most days.
 - Most construction equipment will enter the site from the south directly from Epic property.
 - On road trucks will enter either from the south or the north.
 - All trucks entering or leaving the site will be street legal.
- Hazardous, toxic, or explosive materials
 - We do not anticipate storing any hazardous, toxic, or explosive materials onsite.
- Outdoor lighting
 - The proposed office has a few lights attached to the building at the entrances.
 - The proposed parking area has a few light poles.
- Signs
 - There will be no signs other than the address sign.

1150924

This Indenture, Made this 22nd day of December, A. D., 19 65,
between WINGRA STONE COMPANY

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin,
located at _____, Wisconsin, party of the first part, and
HENRY F. MAURER AND SELMA M. MAURER, husband and wife, as joint tenants,

part ies of the second part.
Witnesseth, That the said party of the first part, for and in consideration of the sum of
One Dollar (\$1) and other good and valuable consideration -----

to it paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowl-
edged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by
these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said
part ies of the second part, their heirs and assigns forever, the following described real estate,
situated in the County of Dane and State of Wisconsin, to-wit:

PARCEL B:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 6 North,
Range 8 East (Township of Verona), Dane County, Wisconsin, which is more
fully described as follows: Beginning at the NW corner of said SW 1/4 -
NW 1/4; thence East, along the N line of said quarter-quarter, 1313.5 feet
to the center line of Nine Mounds Road; thence S 0°-09' E, along said center
line of road 231.0 feet; thence West 1315.5 feet to the West line of
said SW 1/4 - NW 1/4; thence North, along said W line of quarter-quarter,
231.0 feet to the point of beginning.

Subject to a public roadway over the East 33' of the above described real
estate.

The above described parcel, to center line of Nine Mounds Road, contains
6.97 acres.

The grantor, for itself, its successors and assigns, reserves over the
Westerly 66' in width of the above described real estate a non-exclusive
easement for ingress and egress to such portion of the Southwest 1/4 of
the Northwest 1/4 of Section 9, Town of Verona, Dane County, Wisconsin,
retained by it and for ingress and egress to parcel of real estate being
acquired by deed dated December 22nd, 1965, from Henry F. Maurer and
Selma M. Maurer located in the Southeast 1/4 of the Northeast 1/4 of
Section 8, Town of Verona, Dane County, Wisconsin, as therein described;
such easement shall be perpetual for the benefit of all lands or parts
thereof described in this paragraph and which, without limitation, shall
include the right to cross and recross by vehicle and otherwise and to
reasonably improve the easement area for roadway purposes.

The grantor, for itself, its successors and assigns, specifically agrees
that no excavation of any kind or nature shall be made on the property
still retained by it and lying directly to the South of the above des-
cribed real estate in the Southwest 1/4 of the Northwest 1/4 of Section 9,
Town of Verona, Dane County, Wisconsin, which will cause any portion of
the above described real estate to cave in.

Real estate taxes for 1965 payable in 1966 are to be paid in full by
parties of the first part before the same become delinquent.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained
premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto
the said part ies of the second part, and to their heirs and assigns FOREVER.
And the said WINGRA STONE COMPANY

party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the
said part ies of the second part, their heirs and assigns, that at the time of the ensembling and
delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect,
absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear
from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said WINGRA STONE COMPANY party of the first part, has caused these presents to be signed by

its President, and countersigned by _____, its Secretary, at _____, Wisconsin, and its corporate seal to be hereunto affixed, this 22nd day of December, A. D., 1965.

Signed and Sealed in Presence of

Charles F. Gilkeson
Charles F. Gilkeson
Albert E. Koch
Albert E. Koch

WINGRA STONE COMPANY

James S. Watson
James S. Watson
Countersigned:
Robert F. Shea
Robert F. Shea



(N.B.—Ch. 59 Wis. Stats. provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

State of Wisconsin, }
Dane County. } ss.

Personally came before me, this 22nd day of December, A. D., 1965.

James S. Watson, President, and Robert F. Shea, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Charles F. Gilkeson
Charles F. Gilkeson
Notary Public, Dane County, Wis.
My commission is permanent.

Drafted by G. Burgess Ela.

1150924
Mingra Stone Company

To

MAURER

Maurer

WARRANTY DEED

REGISTERS OFFICE,
State of Wisconsin,
Dane County.

Received for Record this 30 day of Dec. A. D., 1965

at 3 o'clock P. M., and recorded in

Vol. 811 of District Page 503

Register of Deeds.

Deputy.

Ela C V E



August 12, 2021

Raymond and Shirley Maurer
7407 County Highway
Verona, WI 53593

Taylor Maurer, LLC
PD7395 County Highway PD
Verona, WI 53593

Ray, Shirley and Taylor:

As we discussed, this letter outlines our understanding regarding our neighboring properties. This is a temporary understanding, which we do not anticipate will be recorded against any of our properties. We will continue to work on a comprehensive agreement regarding these matters in the next several months. This understanding will be temporary and will remain in effect no longer than December 31, 2022.

- As shown on the attached map, you will have access across the Epic property on the existing road running from Ray and Shirley's property to the east and then turning west back toward Ray and Shirley's property.
- Also as shown on the attached map, Epic will have access across Ray and Shirley's property from its property to the south to its property to the east of your property. Epic will be solely responsible for building and maintaining this roadway.
- Taylor Maurer, LLC (TMLLC), and Glacier Landscaping will have access across the existing roadways on the northwest portion of Epic's property for ingress and egress from TMLLC's property to the easement on Ray and Shirley's property toward County Highway PD.
- Glacier Landscaping will also be able to continue to use Epic's property currently used by Glacier Landscaping for storage of hardscape materials and nursery stock.
- From time to time, upon Ray's request, Epic will run the pump on its property to maintain adequate levels in Ray and Shirley's fish pond.
- Each party will be solely responsible for any damage, injury, or cost related to such party's use of another party's land.

If this understanding meets with your approval, please acknowledge this letter below. We look forward to putting together a comprehensive agreement in the near future.

Sincerely,
Epic Systems Corporation

Sverre Roang, CAO

Acknowledged and Agreed:

Raymond Maurer
Shirley Maurer
Taylor Maurer, LLC

Nathan Lockwood, P.E., as a staff member of D'Onofrio Kottke & Associates, is authorized to act as my agent with regard to erosion control, stormwater management, driveway, right-of-way opening, and/or environmental permitting, for all projects located on lands owned by Raymond Maurer.

Raymond Maurer, Owner

Raymond Maurer (Printed Name)


Raymond Maurer Signature 8/16/2021 Date

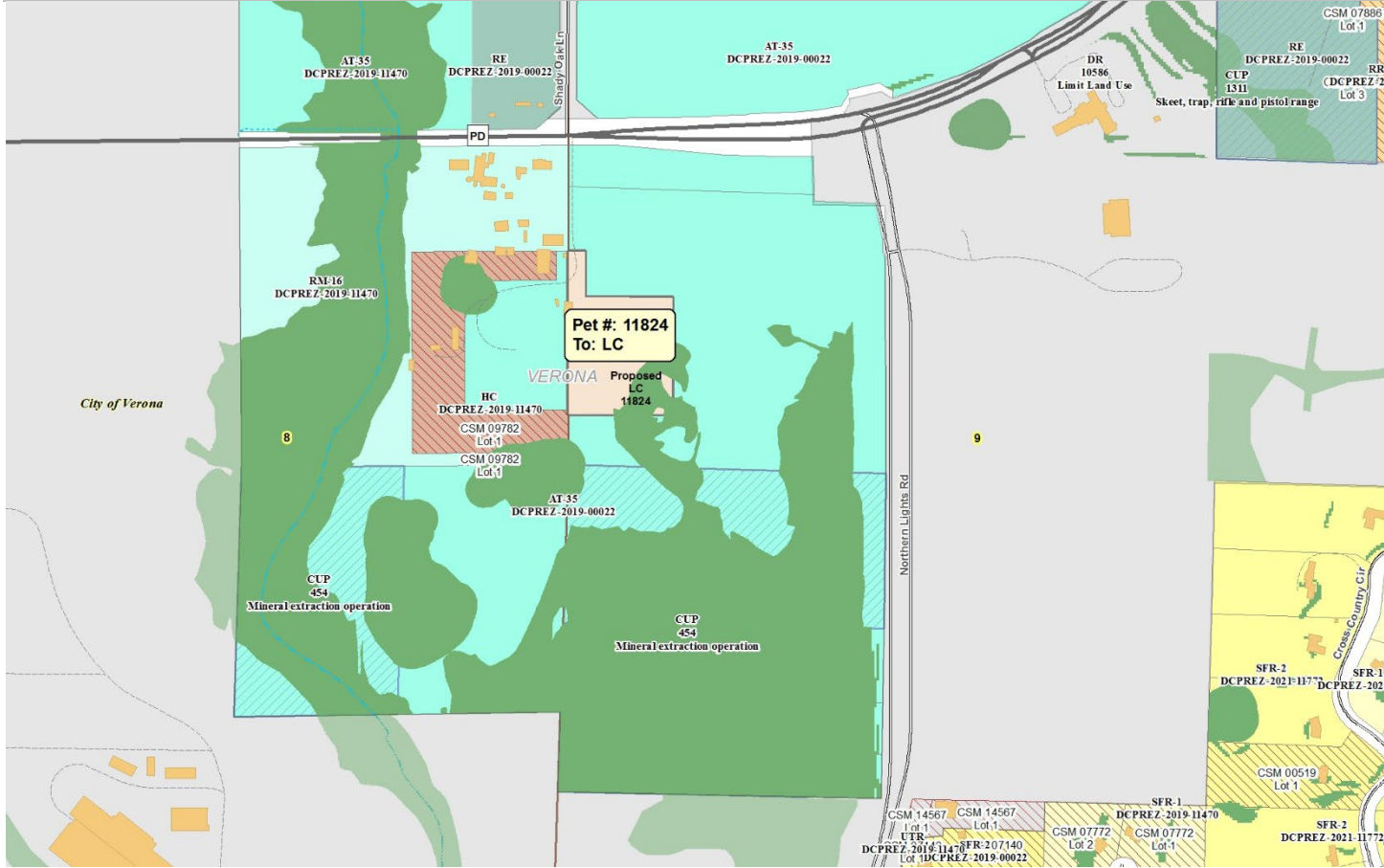
(STATE OF WISCONSIN COUNTY OF DANE) S.S.

Personally came before me this 16th day of August, 2021, the above named Raymond Maurer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

David Reary
Notary Public

My Commission Expires is Perpetual

<p>Staff Report UPDATE 6/8/2022 AMENDED PETITION</p>  <p>Zoning and Land Regulation Committee</p>	<p>Public Hearing: May 10, 2022</p>	<p>Petition 11824</p>
	<p><u>Zoning Amendment Requested:</u> AT-35 Agriculture Transition District TO LC – Limited Commercial District</p>	<p><u>Town/Section:</u> VERONA, Section 9</p>
	<p><u>Size:</u> 4.9 Acres <u>Survey Required:</u> No</p>	<p><u>Applicant:</u> EPIC SYSTEMS CORPORATION c/o JAMES SCHUMACHER</p>
	<p><u>Reason for the request:</u> Allow for a grading contractor operation</p>	<p><u>Address:</u> 7391 COUNTY HWY PD AND LANDS WEST OF NORTHERN LIGHTS ROAD</p>



AMENDMENTS SINCE PUBLIC HEARING:

Since the public hearing on May 10, the applicant has amended Petition 11824 to reduce the rezone area from 77 acres to 4.9 acres, and has changed the proposed zoning district from RI (Rural Industrial) to LC (Limited Commercial). The balance of the site will remain in AT-35 (Transitional Agriculture) zoning.

The proposed 4.9-acre LC parcel would accommodate the contractor’s offices, outdoor storage of up to 12 pieces of equipment and parking for employees (See revised site plan in packet). Mineral extraction activities would take place on AT-35-zoned land, under the existing CUP 454 and consistent with the ongoing, legal, nonconforming mineral extraction site on PIN 0608-092-9152-0. The landowner may, in the future, seek a conditional use permit to store more than 12 pieces of equipment on the site.

ANALYSIS:

The amended petition resolves all of the issues identified in the original staff report for this petition:

1. Site Plan. The applicant has provided a more detailed site plan that complies with county ordinance standards.
2. Groundwater Protection. Because of the lower risk of groundwater contamination from permitted and conditional uses in the LC district, LC zoning is permitted within the contribution zone of municipal well. Portions of the site fall within the contribution zone for the City of Verona Municipal Well # 5. However, with the change of zoning from RI to LC, no significant impacts are anticipated.
3. Consistency with Comprehensive Plan. The proposed LC zoning parcel is within a Commercial planning area under the *Town of Verona / Dane County Comprehensive Plan*. LC zoning is listed as an appropriate zoning category in this area. The balance of the property, now proposed to remain in AT-35 zoning, is in a Natural/Recreational Resources planning area under the town/county plan. AT-35 zoning is supported under this plan designation and this zoning will help ensure that final uses after reclamation will be consistent with adopted plan policies.

STAFF: Recommend approval of the petition, as amended, with the condition that all light fixtures on the site comply with the Town of Verona Dark Sky Ordinance.

Questions? Contact Brian Standing at standing@countyofdane.com

TOWN: If the county board adopts Petition 11824 as amended, the amended petition will be returned to the Town of Verona for final action. The town board will have up to 40 days from county board action to approve or disapprove the petition as amended.

TOWN OF VERONA
APPLICATION FOR LAND USE CHANGE

Please review the Town of Verona Comprehensive Land Use Plan and Subdivision and Development Ordinance 05-04 (found on the Town website: (www.town.verona.wi.us) and Dane County Ordinances Chapter 10 – Zoning, Chapter 11 – Shoreland, Shoreland-Wetland and Inland-Wetland Regulations, and Chapter 75 – Land Division and Subdivision Regulations prior to application. A pre-application meeting or initial review should be scheduled with Town Staff and/or Plan Commission Chair if you have any questions or concerns and to determine the fees associated with the application.

Proposed land use change for (property address/legal description): Lot 2 CSM 7731 CS40/250+251-2/

10/95 F/K/A Lot 2 CSM 1622 CS16/386+387-2/27/75 Descr As SEC 13-6-8 PRT

Please check all that apply: NE 1/4 SE 1/4 + SE 1/4 NE 1/4 (39.830 Acres incl R/W)

- comprehensive plan amendment – please see specific submittal requirement Parcel 060813481004
- rezone petition
 - current zoning category AT-35
 - new zoning category MFR-08
- conditional use permit
 - conditional use requested _____
- certified survey map
- preliminary plat
- final certified survey map
- concept plan
- site plan
- request for Town road access

Property Owner Phone 608-833-4100

Address 1325 Boundary Rd. Middleton WI 53562 E-Mail judi@raymondteam.com

Applicant, if different from the property owner Lisa Steinhauser

Applicant's Phone 608-692-8353 E-mail Steinhauser@raymondteam.com

If the applicant is different from property owner, please sign below to allow the agent to act on behalf of property owner.

I hereby authorize Lisa Steinhauser
to act as my agent in the application process for the above indicated land use change.

Signature Judith P. Raymond

Date 5/25/22

Description of Land Use Change requested: (use reverse side if additional space is needed)

Proposing a Condominium Development with MFR-08 zoning to allow approximately 16 residential lots, open space and stormwater management.

I certify that all information is true and correct. I understand that failure to provide all required information and any related fees will be grounds for denial of my request.

Applicant Signature Lisa Steinhauser

Date 5/25/22

Print Name Lisa Steinhauser

RETURN COMPLETED APPLICATION TO MAP/PLAN AND ANY OTHER INFORMATION VIA EMAIL TO:
Sarah Gaskell, Administrator, Town of Verona
7669 County Highway PD, Verona, WI 53593
sgaskell@town.verona.wi.us
(608) 845-7187

OFFICE USE ONLY

Application # _____
Fee _____
Paid by _____
Date _____ Check # _____
Receipt # _____

CONCEPT INFORMATION
 TOTAL PARCEL SIZE = 38.76 ACRES
 NUMBER OF UNITS = 16

APPROXIMATE AREAS:
 SINGLE FAMILY RESIDENTIAL = 22.8 ACRES
 UNIT AREA = 1.2 ACRES - 1.9 ACRES
 AVERAGE = 1.4 ACRES

OPEN SPACE = 12.95 ACRES (33%)
 STREET R.O.W. = 2,032 LF, 3.21 ACRES (8%)
 NOT INCLUDING FUTURE STREET R.O.W. STREET

COMMON AREAS (OL1, OL2, OL3):
 OPEN SPACE STEWARDSHIP APPROACH
 ENHANCE AND MANAGE AS:
 - OAK OPENING HABITAT
 - PRAIRIE & PRAIRIE KETTLE HABITAT

NOTES:

- EXACT PLACEMENT OF BUILDING AND SITE ENVELOPES TO BE DETERMINED
- A 75' x 80' STRUCTURE ENVELOPE IS SHOWN FOR REFERENCE AND IS INTENDED TO ILLUSTRATE AREA NEED FOR A RESIDENCE WITH ATTACHED TWO-CAR GARAGE
- WELL LOCATIONS AND PRIMARY AND SECONDARY SEPTIC DRAIN FIELDS TO BE DETERMINED
- UNITS TO HAVE COVENANTS AND RESTRICTIONS TO PROVIDE AND MAINTAIN ON-SITE NATURALIZED VEGETATIVE AREAS. UNIT 1 TO HAVE REQUIREMENT TO PROVIDE AND MAINTAIN BUFFER SCREENING ALONG FITCHRONA ROAD
- MAILBOX LOCATIONS TO BE DETERMINED AFTER CONSULTATION WITH POSTMASTER

LEGEND

	PARCEL BOUNDARY
	RIGHT-OF-WAY
	PROPERTY LINE
	BUILDING SETBACK
	INTERMITTENT STREAM CENTERLINE
	25' ESTIMATED TOP OF STREAM BANK SETBACK
	75' SETBACK FROM INTERMITTENT STREAM CENTERLINE
	COMMON AREA
	COMMON AREA - RIGHT-OF-WAY
	UNIT NUMBER

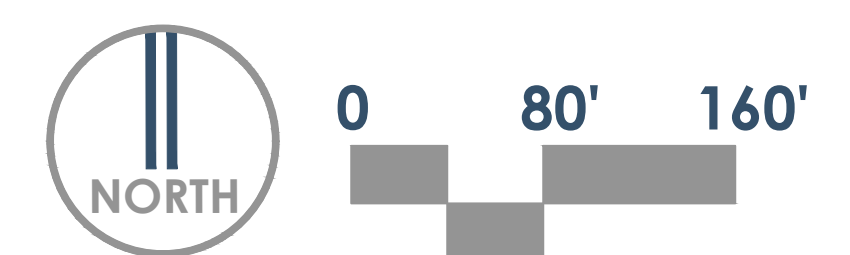
NOTE: 2-FOOT CONTOURS SHOWN

FUTURE CORRIDOR FOR POTENTIAL FOOTPATH TO GOOSE LAKE

30-FEET

POSSIBLE FUTURE ROAD ROW WB ALIGNMENT TO BE DETERMINED AFTER CONSIDERATION OF ADJOINING TERRAIN

TEMPORARY CUL-DU-SAC



File: I:\2020\06\25\102 Planning\01 Graphics and Exhibits\2022\06-01 Concept 1-1\20-9953 Conservation Subdivision Concept.dwg Layout: 22X34 PLANNING SHEET User: mrisbachschl Plotted: Jun 21, 2022 4:07pm Xrefs: 209563 FARM 6

Planning Report

Town of Verona

June 16th, 2022

Farm 6 – Parcel 062/0608-134-8100-4, south of Tonto Trail on Fitchrona Road

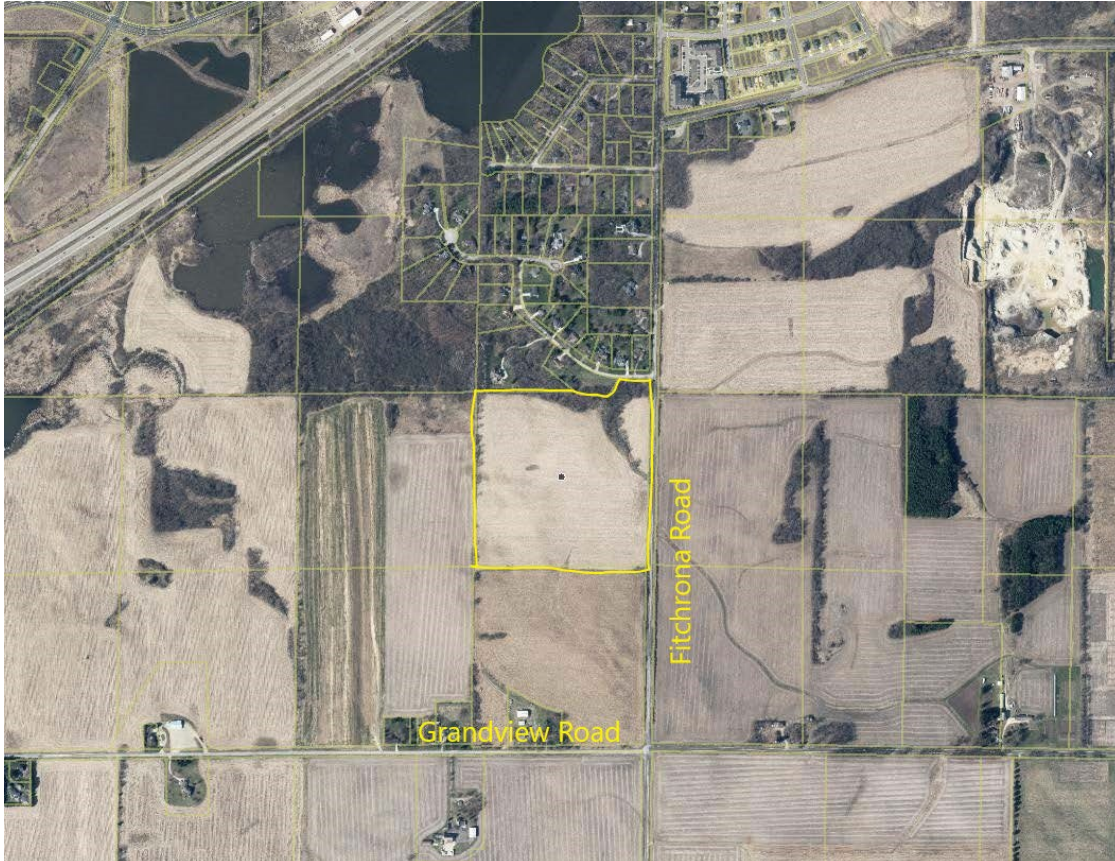
Summary: The applicant is seeking approval for a concept plan and rezone for parcel numbers 062/0608-134-8100-4 from AT-35 to MRF 08. The concept plan is for a 16-unit Conservation Subdivision.

Property Owner: Frostwood Farms

Property Addresses: n/a

Applicant: Lisa Steinhauer
Raymond Team

Location Map



Comprehensive Plan Guidance:

The parcel is designated as Rural Residential 2-4 acres on the Future Land Use Map. Currently zoned AT-35 and due to the ETJ of Fitchburg, a rezone to MFR-08 is required as no land splits are allowed in this part of the Town.

Current and Proposed Zoning: The current zoning classification is AT-35. The new zoning classification would be MRF-08.

Extra-territorial Review/Boundary Agreement Authority: This parcel is in Area B of the Boundary Agreement with the City of Verona. Further action will be required – the Joint City Town Plan Committee will need to consider this application.

Surrounding Land Use and Zoning: The surrounding land uses include AT-35 to the west and south. The lands north of the parcel comprise the Goose Lake town neighborhood.

Site Features: The site is currently farmed and has a small woodlands and drainage swale. The terrain is gently rolling.

Driveway Access: There is no formal access to the parcel. Field access is provided via the 40-acre parcel to the south.

Other: This parcel is in area B of the Boundary Agreement with the City of Verona. City staff have indicated that they will continue to reserve this area of the Town for future City development. The applicant has created a concept plan consistent with the Conservation Subdivision guidelines in the Town's Land Division and Development Ordinance.

KATHLEEN M KANE
6405 DEMARCO TRL
VERONA, WI 53593

Current Owner
Current Owner
6411 DEMARCO TRL
VERONA, WI 53593

Current Owner
Current Owner
2592 TONTO TRL
VERONA, WI 53593

PAUL S KIRSOP
MONA L KIRSOP
2584 TONTO TRL
VERONA, WI 53593

THOMAS L ELLIS
GAYLE D ELLIS
2576 TONTO TRL
VERONA, WI 53593

ARIEL T AUSTIN
BONNIE J GORECKI
2568 TONTO TRL
VERONA, WI 53593

Current Owner
Current Owner
2560 TONTO TRL
VERONA, WI 53593

ALFRED BENNIN
LUANN E BENNIN
2552 TONTO TRL
VERONA, WI 53593

Current Owner
Current Owner
2544 TONTO TRL
VERONA, WI 53593

TIMOTHY ALAN LARSON
KATHERINE ANN LARSON
6417 DEMARCO TRL
VERONA, WI 53593

JESS D REED
BETSY L HAGENS
6389 DEMARCO TRL
VERONA, WI 53593

Current Owner
Current Owner
2601 TONTO TRL
VERONA, WI 53593

Current Owner
Current Owner
6411 DEMARCO TRL
VERONA, WI 53593

Current Owner
Current Owner
6380 DEMARCO TRL
VERONA, WI 53593

ANDREA DEDE
ZHANETA DEDE
6374 DEMARCO TRL
VERONA, WI 53593

MARTY EHLY LIVING TR
6370 DEMARCO TRL
VERONA, WI 53593

AUDREY L DARGA
6369 DEMARCO TRL
VERONA, WI 53593

LILLY-POWLES REV TR, JEAN M
6371 DEMARCO TRL
VERONA, WI 53593

Current Owner
RM 114 210 MARTIN LUTHER KI...
MADISON, WI 53703

RUSSELL SWIGGUM
VICKI SWIGGUM
2593 TONTO TRL
VERONA, WI 53593

SCHELLPFEFFER REV TR, JON ...
2565 TONTO TRL
VERONA, WI 53593

MICHAEL E PITTERLE
BRENDA PITTERLE
2621 FITCHRONA RD
VERONA, WI 53593

AEBLY REVOC LIVING TR
2600 TONTO TRL
VERONA, WI 53593

DEAN F SLABY
MELANIE S SLABY
2591 FITCHRONA RD
VERONA, WI 53593

THOMAS F WEIGAND
2601 FITCHRONA RD
VERONA, WI 53593

HUGHES REV TR, BRUCE L & LI...
2585 TONTO TRL
VERONA, WI 53593

AMAL THORSON LTD PARTNER...
W222S4233 TIMM DR
WAUKESHA, WI 53189

MYRON L GINGRICH
LONNA STOLTZFUS
6438 GRANDVIEW RD
VERONA, WI 53593

JON O BALDOCK
DENELDA M BALDOCK
4146 SCHNEIDER DR
OREGON, WI 53575

ALAN B MILLER
6394 GRANDVIEW RD
VERONA, WI 53593

FITCHBURG MINERALS LLC
PO BOX 781
WAUKESHA, WI 53187

June 9, 2022: 6-7pm

Neighborhood Meeting Notes – Fitchrona Road Farm Neighborhood Development

Attendance:

Lisa Steinhauer & Chase Zadnik - Frostwood Farm Representatives

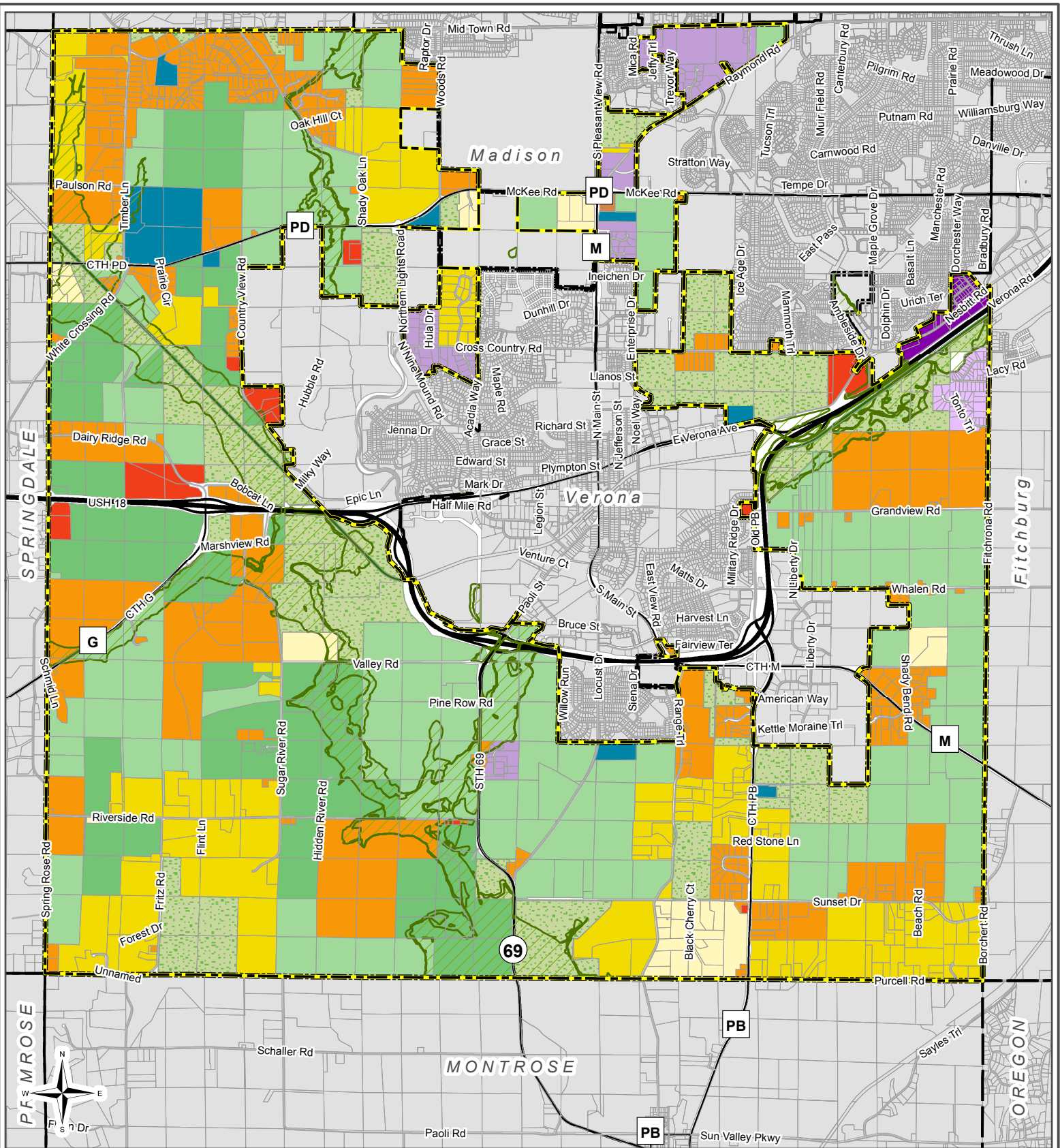
Myron Gingrich, 6438 Grandview Road, (608) 279-2954

Pat Ehly, 6370 Demarco Trail, (608) 220-7128

Jon Schellpfeffer, 2565 Tonto Trail, (608) 845-9449

Notes/Questions from attendees:

- Is there any extraterritorial jurisdiction over this property?
- Is there a Regional Planning Commission? John Schellpfeffer (attendee) mentioned there was in the past when he worked in this area.
- What does the proposed development do to traffic counts along Fitchrona Road?
- Discussed onsite stormwater management.
- Positive support for the project.



Map 9.6: Future Land Use

Town of Verona

- | | |
|--------------------------------|---|
| Trail | Urban Residential: SFR Neighborhoods Public Septic |
| Farmland Preservation | Urban Residential: SFR Neighborhoods Private Septic |
| Transitional Agricultural | Urban Mixed Use Neighborhood |
| Natural/Recreational Resources | Institutional |
| Rural Residential, 8+ acres | Commercial |
| Rural Residential, 4-8 acres | Utilities |
| Rural Residential, 2-4 acres | Environmental Respires Protection Corridor |

Town of Verona

Date Created: 8/20/2018

Date Amended: 11/16/2018

0 0.5 1 Miles

Note: see Cities authorities on the subject Town of Verona lands



vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
999 Fourier Drive, Suite 201, Madison, WI 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

Hello,

My name is Bill Keen and I am opposed to having a rock crushing operation at the Herfel gravel site unless the conditions that I have proposed are included. Reasoning for my opinion is that the operation will directly affect those living near the pit, it will affect the avian and animal habitat for the future plans of the nearby County-owned land, and the fact that Payne and Dolan has been less than truthful about what will happen and what actually does.

Noise levels from a rock crushing operation create noises up to 86.5 decibels. 70 decibels is considered safe. It is important to remember that a 20 db increase means the sound is 100 times louder. Due to the inverted megaphone shape of the pit, the decibel level will be automatically increased and dispersed to the area. The Kitto family with three young children will be most affected by being located above the walls of the pit echoing this sound during the day.

This noise level will also have an impact on avian and animal habitat near the pit. Since Dane County has purchased the Rhiner property, the plans to have a natural area supporting the habitat of the area will be hindered by the racket of the crusher.

Payne and Dolan stating that the crusher being on site would allow the pit to close sooner is hard to believe. All crushing was done off site before and it did not have an effect on the closing of the first side of the pit. To say that the sound of the crusher will not affect the level of noise blaring from the pit is incorrect. The noise from the previous side while excavation was taking place could be heard throughout the day. To increase this clamor during the day with a rock crusher will definitely impact all of us in the neighborhood. There are those of us in the area that are also concerned about the traffic as there will not be an acceleration lane for dump trucks to get up to speed with those racing down Hwy 69. We should mention that it was promised that Hwy 69 would not be impacted with the increased truck traffic when the operation on the east side of the highway was opened and less than two years later the state had to resurface Hwy 69 just so it was not so full of potholes with the contract going to Payne and Dolan.

As Payne and Dolan again has a contract to supply material for Hwy 69, the Town of Verona Plan Commission recommended to the Town Board that the permit be approved with the following conditions:

- 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 (note Payne and Dolan was recently bought out by the Walbec Group).
- 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 reason.
- f. The applicant will reduce the noise caused by the backup 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.

These conditions make sense but there needs to be monitoring of the dust levels, not just visible. OSHA has a PEL for respiratory dust not to exceed 5.0 mg/m³(also known as pm) over an 8-hour TWA limit for workplace exposures to respirable dust. Respirable dust is made up of particles that reach the deepest areas of the lungs. ACGIH has guidelines that recommend airborne concentrations of respirable dust be kept below 3 mg/m³ (pm) The Federal Register / Vol. 85, No. 244 / Friday, December 18, 2020 / Rules and Regulations uses 2.5 pm as the requirement and describes the effects from respiratory problems up to mortality on page 82700. Dust measurement needs to be taken daily. One of the devices that I found to do this in real time is the aeroqual dust sentry (<https://www.spectotechnology.com/product/aeroqual-dust-sentry/>) This can also integrate a noise level module. Those living closest to the extraction site will suffer the most if the lower level of 2.5pm is not met. Knowing that there are health related issues with the families at the south end of the pit, this is a must. A station should be set up at both the north and south boundaries of the extraction site. Without having a monitor at both ends of the pit, keeping track of the noise and dust, it will be hard to enforce these conditions to everyone's satisfaction in the neighborhood.

In conclusion, I would like to see this CUP approved with these modified conditions. The penalty for a violation should be the revocation of the CUP, not fines. Fines will be inconsequential to keeping the operation of the pit from violating them over and over. A penalty like this will make Payne and Dolan very diligent in making sure the conditions are met. A condition that would be a benefit to the town is to have both pits open to the public for fishing as the original CUP had land that was to be dedicated to the county for access to Badger Mill Creek and it has not happened yet.

Thank you for your consideration,

Bill Keen

TOWN OF VERONA
APPLICATION FOR LAND USE CHANGE

Please review the Town of Verona Comprehensive Land Use Plan and Subdivision and Development Ordinance 05-04 (found on the Town website: (www.town.verona.wi.us) and Dane County Ordinances Chapter 10 – Zoning, Chapter 11 – Shoreland, Shoreland-Wetland and Inland-Wetland Regulations, and Chapter 75 – Land Division and Subdivision Regulations prior to application. A pre-application meeting or initial review should be scheduled with Town Staff and/or Plan Commission Chair if you have any questions or concerns and to determine the fees associated with the application.

Proposed land use change for (property address/legal description): 1906 State Highway 69, Verona, WI
Approximately 116 acres located in the SE 1/4 SE 1/4 and the W1/2 SE 1/4 in Section 28, Town 6N, Range 8E

Please check all that apply:

- comprehensive plan amendment – please see specific submittal requirement**
- rezone petition**
current zoning category _____
new zoning category _____
- conditional use permit**
conditional use requested To allow crushing operations in addition to the current extraction operations at the existing Herfel Aggregate Site
- certified survey map**
- preliminary plat**
- final certified survey map**
- concept plan**
- site plan**
- request for Town road access**

Property Owner Phone Curt & Deb Herfel

Address 1955 Locust Drive, Verona, WI 53593 E-Mail N/A

Applicant, if different from the property owner Payne & Dolan, Inc. / Attn. Clint Weninger, Land Resources Manager

Applicant's Phone (262) 524-1258 E-mail cweninger@walbecgroup.com

If the applicant is different from property owner, please sign below to allow the agent to act on behalf of property owner.

I hereby authorize Payne + Dolan, Inc.
to act as my agent in the application process for the above indicated land use change.
[Signature] _____ 3/24/2022
Signature Date

Description of Land Use Change requested: (use reverse side if additional space is needed)

See attached

I certify that all information is true and correct. I understand that failure to provide all required information and any related fees will be grounds for denial of my request.

[Signature] _____ 3/18/2022
Applicant Signature Date
Print Name Clint Weninger, Land Resources Manager

RETURN COMPLETED APPLICATION TO MAP/PLAN AND ANY OTHER INFORMATION VIA EMAIL TO:
Sarah Gaskell, Administrator, Town of Verona
7669 County Highway PD, Verona, WI 53593
sgaskell@town.verona.wi.us
(608) 845-7187

OFFICE USE ONLY
Application # _____
Fee 4001.00
Paid by Payne + Dolan
Date 3-24-22 Check # 759360
Receipt # 2022-0084

1977 State Highway 69

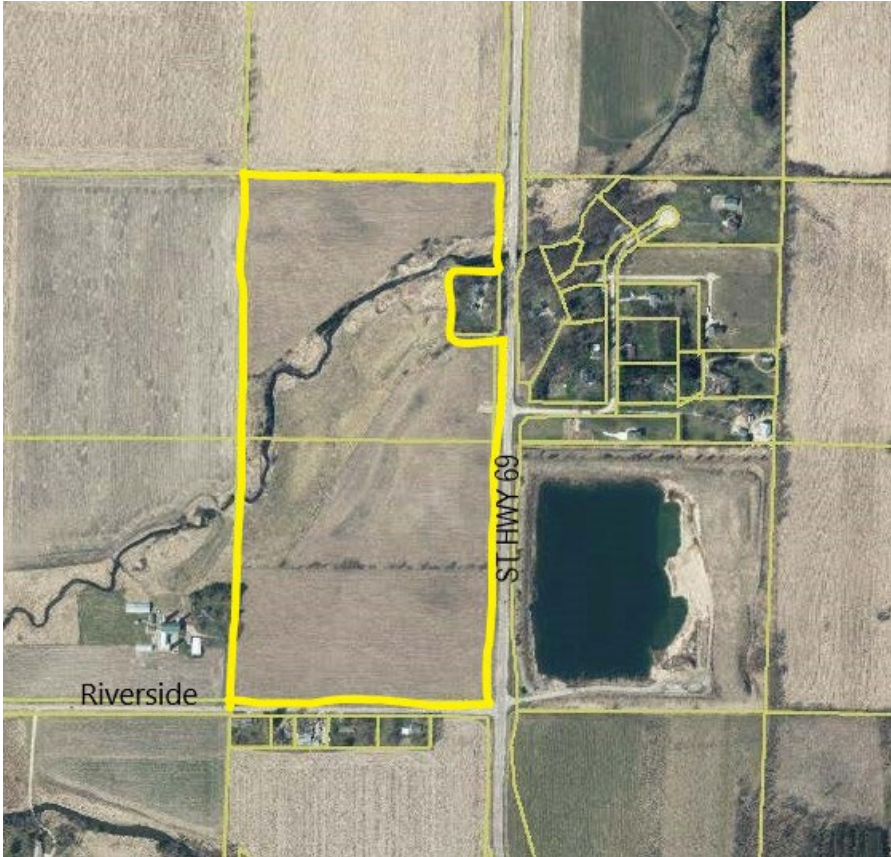
Summary: The applicant seeks a CUP for parcels 062/0608-284-8500-9 and 062/0608-284-9000-2. Currently the site is a 77.9-acre lot zoned AT-35. The CSM would allow the applicant to crush aggregate on site.

Property Owner: Herfel Living Trust

Property Addresses: 1977 State Highway 69

Applicant: Payne & Dolan, Inc.
N3 W23650 Badinger Road
Waukesha WI, 53188

Location Map



The applicant has submitted a new CUP for consideration.

Phase II of the Herfel Aggregate site (CUP #1934) is currently operational. This new CUP would allow for aggregate to be crushed on site, in addition to the current extraction operations at the site provided under CUP #1934. Any provisions in the existing CUP specifically related to Phase I would not be included in the new CUP. The main advantage of a new CUP is allowing for the direct provision of materials to the adjacent HWY 69 project, which in turn will greatly shorten the amount of time the site is open and operational before reclamation.

Comprehensive Plan Guidance:

The parcels are operational under an existing CUP that provides for a nonmetallic mineral extraction operation.

Current and Proposed Zoning: The AT-35 zoning will remain unchanged.

Extra-territorial Review/Boundary Agreement Authority: This parcel is in Area B (section 8.05) of the boundary agreement with the City of Verona so further approvals may be required.

Surrounding Land Use and Zoning: Located on the west side of Hwy 69 and north of Riverside Road, the land uses in this area are mixed. There's an existing Town neighborhood with Urban Residential – SFR east of the site. The western boundary of the site abuts Dane County land and there are a few homes south of the site on Riverside Drive.

Site Features: A berm has been built to shield views in/out of the site.

Driveway Access: The current driveway that serves the parcel will remain.

Other:

Phase I reclamation is complete. The only change to the new CUP application vs the current CUP is the addition of the ability to crush aggregate on the "Phase II site", west of Hwy 69. This would be achieved via 2-3 portable crushing units. All other operations such as screening, cleaning and washing and hours of operation will remain unchanged and are all currently allowed under the existing CUP. The addition of crushing would result in a cost savings for the HWY 69 reconstruction project and less truck traffic on local roads. Additionally, it will likely "speed up" the time until site reclamation due to the amount of materials needed for area projects.

Conditional Use Permit Criteria Review

Criteria 1 The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

Application guideline: Explain how the proposed land use will fit into the neighborhood. If there is going to be lighting, noise, outdoor storage, traffic, or other outside activities, explain how the activities will be limited to a reasonable level.

The Herfel Pit is currently operational under CUP #1934. Site conditions will be consistent with the current CUP in terms of outdoor storage, traffic, currently permitted activities such as extraction, washing and screening. The site will be fenced and gated and is surrounded by 10' berms that will be landscaped in the fall. Hours of operation will not change from the current hours, as set forth in the existing CUP.

Daily Operation: Monday through Friday
Hours of Operation: 8:00am to 6:00pm (including equipment maintenance)
Hours for Warm-Up: 7:30am to 8:00am
Hours of Cool Down: 6:00pm to 6:30pm

Criteria 2 The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by establishment, maintenance or operation of the conditional use.

Application guideline: Explain how the proposed land use will fit into the neighborhood and what will be done to minimize and mitigate potential nuisances, such as limiting the hours of operation, noise control measures, paving the parking area, or the screening of outdoor storage.

The addition of crushing to the already permitted activities is not anticipated to have any additional impact on neighborhood properties in terms of noise or dust. Decibel limits are in place and to date, the Town has not received any complaints of noise or dust. The entire site is screened from view from both HWY 69 and Riverside Road. Any internal parking of employee vehicle and on-site equipment is similarly screened.

Criteria 3 That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Application guideline: Explain how the proposed land use will not interfere with the development of the surrounding property.

The existing CUP included the entirety of the site for mineral extraction. No change to the land use is anticipated.

Criteria 4 That adequate utilities, access roads, drainage and other necessary site improvements have been or are being made.

Application guideline: Explain what impact the proposed use has on such things as water, septic, stormwater, utilities, and traffic. Provide information on improvements that may be needed or if additional buildings are needed.

The existing CUP required improvements for the operation of Phase II, all of which have been completed. The new CUP will adhere to the standards and

requirements of the existing CUP for Phase II. No change is anticipated for the new CUP.

Criteria 5 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Application guideline: Provide information on vehicle traffic that the proposed use will generate. Include frequency and types of vehicles. Propose a plan for ingress and egress for the property.

Traffic ingress and egress for Phase II has been addressed and constructed to the specifications of the existing CUP. No change is anticipated for the new CUP.

Criteria 6 That the conditional use shall conform to all applicable regulations of the district in which it is located.

Application guideline: Review the TOV Comprehensive Land Use Plan to ensure your project is in alignment with Land Use Guidelines.

The new CUP/site use is consistent with TOV land use guidelines and current zoning conditions. The existing CUP was granted in 2005.

Criteria 7 That the conditional use is consistent with the adopted town and county comprehensive plans.

Application guideline: Review the TOV Comprehensive Land Use Plan to ensure your project is in compliance.

The site use is in compliance with the TOV Comprehensive Plan.

Criteria 8 If the conditional use is located in a Farmland Preservation Zoning district, the town and zoning committee must also address the findings described in Dane County zoning ordinance 10.220(1).

N/A

June 15, 2022

Ms. Sarah Gaskell, Town Planner
Town of Verona
County Highway PD
Verona, WI 53593

RE: Payne & Dolan's Herfel Aggregate Site – Substantial Evidence Summary

Dear Ms. Gaskell:

I wanted to take this opportunity to follow up on some of the citizens' main concerns that were raised at the last several Plan Commission and Town Board meetings regarding our CUP #2567 application to operate a portable crushing plant at the Herfel Aggregate Site. Between our conditional use permit application submittals and comprehensive testimony provided at the public hearing and other meetings, we have included substantial and credible evidence to address many of the concerns raised by citizens. Included below are some additional comments and information addressing the two main concerns as presented.

1. Dust:

- A fugitive dust control plan has been in place since CUP #1934 was approved and will remain in place until final reclamation of Phase 2.
- No visual dust will cross the property line per DNR regulations.
- The crushing plant has an air operating permit, issued by the Wisconsin DNR under authority of the US EPA. All conditions of the air operating permit will be followed during crushing plant operations.
- The crushing plant will follow all EPA, DNR, local laws, and company policies & procedures to minimize dust.
- The berm and future landscaping will aid in preventing the dust from crossing the property line.
- Water will be used in the crushing process to reduce dust. Haul roads will be sprayed with water if and when needed to control dust.
- All applicable state and federal permits will be obtained.
- Payne & Dolan successfully operated other crushing plants within Dane County and throughout Wisconsin where dust is not detrimental to the public's health, safety, comfort or general welfare.
- The opposition did not provide any substantial evidence regarding dust.
- We would support a condition to be included in the Conditional Use Permit that crushing plant operations shall be conducted in accordance with the applicable state and federal air pollution control regulations.

2. Noise:

- Noise levels will not exceed 75 dB measured at the property line.
- The location of the crusher will help mitigate potential noise from leaving the site by placing the plant below existing grade and taking advantage of existing topography and vegetation.
- The crushing plant will follow all EPA, DNR, local laws, and company policies & procedures to minimize noise.
- The opposition did not provide any substantial evidence regarding noise.
- We would support a condition to be included in the Conditional Use Permit that noise from the crushing plant operations shall not exceed 75 dB measured at the property line.

We appreciate all of the time that you and all the members of the Plan Commission and Town Board have taken to review our submitted plans and to learn about our operations. We believe that there has been enough substantial evidence submitted in support of our proposed project that warrants approval of the conditional use permit.

The 2017 Wisconsin Act 67 states that any condition imposed must be based on substantial evidence. Substantial evidence *“means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.”* There has been no substantial evidence provided that would prohibit us from meeting the conditions of approval. We have demonstrated that the application and all requirements and conditions relating to the conditional use are or shall be satisfied.

Payne & Dolan has been operating crushing plants in Dane County for many decades. The establishment, maintenance and operation of these plants have not been detrimental to or endangered the public health, safety, comfort or general welfare. The proposed portable crushing plant will be held to the same standards of public health, safety, comfort and general welfare to ensure that the Town of Verona and Dane County are not negatively affected by the proposed operations.

Thank you for your time and consideration. We appreciate the continued opportunity to operate in the Town of Verona. If you have any questions and/or need additional information, please do not hesitate to contact me at (262) 524-1258.

Sincerely,

Payne & Dolan, Inc.



Clint Weninger, P.G.
Land Resources Manager



An Equal Opportunity Employer

N3 W23650 Badinger Road | Waukesha, WI 53188
262.524.1700 | walbecgroup.com

Herfel Aggregate Site

Conditional Use Permit Application

Location

Town of Verona, Dane County, Wisconsin

Submittal Date

March 17th, 2022

Mineral Extraction Conditional Use Requirements

Legal Description:

Approximately 116 acres located in the SE ¼, SE ¼ and the W ½, SE ¼ in Section 28, Town 6 North, Range 8 East, Town of Verona, Dane County. See attached survey for complete property description.

Tax Parcel Numbers:

31-0608-284-8500-9

31-0608-284-9000-2

31-0608-284-9500-7

A written statement containing the following information:

1. General description of the operation.

This conditional use permit application is to allow crushing operations in addition to the current extraction operations at the existing Herfel Aggregate Site operated by Payne & Dolan, Inc. The property has an approved conditional use permit (CUP #1934) and is an active nonmetallic mineral extraction operation. CUP #1934 does not allow crushing on the property. The only difference between this submittal and the currently approved CUP is the ability to bring 2-3 portable crushing units unto the site in order to crush the gravel.

The site operations will be consistent with the current approved operations with the addition of crushing activities. Current operations include site development, sand and gravel extraction, processing, washing, product delivery, and reclamation. Sand and gravel is removed from below the water table utilizing available technology such as a dragline, backhoe, or dredge. Removal of sand and gravel below the water table will be done "in the wet" and will not require any pumping of water off the site. Equipment used to extract, process, crush, and haul includes, but is not limited to earthmovers, draglines, bulldozers, scrapers, loaders, trucks, conveyors, a scale, scale house, and sizing, washing, and crushing equipment.

The mineral extraction phases will be fenced, gated, signed, and surrounded by berms to ensure security, reduce visibility of the operations, and to contain noise. All excavation will follow the required setback limits and previously approved operations plan.

Areas of the site which are not involved in the extraction or processing operations will continue to be used as crop land.

Payne & Dolan will continue to maintain in full force and effect during the term of the CUP, general liability insurance in the amount of two million dollars (\$2,000,000.00).

2. Existing use of the land.

The property is currently zoned AT-35 – Agriculture Transition Zoning District. The property on the east side of Highway 69, referred to as Phase 1 in CUP #1934, is a reclaimed sand and gravel pit. The property on the west side of Highway 69, referred to as Phase 2, is currently farmland.

3. Existing natural features including approximate depth to groundwater.

Badger Mill Creek crosses the site 500+ feet north of the Phase 2 extraction area. Depth to groundwater varies from 2 to 14 feet below the existing ground surface.

4. The types and quantities of materials that would be extracted.

The deposit is a glacial outwash consisting of high-quality sand and gravel with reserves of approximately 2,000,000 tons.

5. Proposed dates to begin extraction, end extraction and complete reclamation.

The extraction timeline will remain consistent as outlined in CUP #1934. Phase 1 extraction began in 2005 and was reclaimed in 2020. Phase 2 extraction is scheduled to begin in 2022 and is estimated to be reclaimed by 2030.

6. Proposed hours and days of operation.

Hours and days of operations will be consistent with the current approved hours.

Daily Operation:	Monday through Friday
Hours of Operation:	8:00am to 6:00pm (including equipment maintenance)
Hours for Warm-Up:	7:30am to 8:00am
Hours of Cool Down:	6:00pm to 6:30pm

7. Geologic composition and depth to the mineral deposit.

There is an average of 6 feet of overburden, consisting of clay, loam and topsoil, on top of 60+ feet of sand and gravel. There is approximately 5 feet of sand and gravel above the water table.

8. Identify all major proposed haul routes to the nearest Class A highway or truck route. Indicate traffic flow patterns.

Haul routes and site entrances have been approved by the DOT.

9. Proposed phasing plan, if any (recommended for larger sites)

The phasing plan will remain consistent with the previously approved operations plan. The approved operations plan is included in this submittal.

10. Types, quantities, and frequency of use of equipment to extract, process, and haul.

Types, quantities, and frequency of use of equipment will be consistent with Phase 1 operations except the addition of portable crushers. All equipment used to extract, process, crush, and haul will be portable and includes earthmovers, draglines, bulldozers, scrapers, loaders, trucks,

conveyors, a scale, scale house, and sizing, washing, and crushing equipment. The use of this equipment will vary depending on the market demands and workload.

11. Whether and how frequently blasting, drilling, crushing, screening, washing, refueling, fuel storage, asphalt batching or concrete mixing would be performed on site.

There will be no blasting, drilling, asphalt batching, or concrete mixing on site. No fuel will be stored on site. Site operations including crushing, processing, screening, washing, and refueling will predominantly occur during the construction season (which is typically April thru November but may vary due to weather and market demands).

12. Whether excavation will occur below the water table and, if so, how ground water quality will be protected.

Similarly to Phase 1, excavation will occur below the water table. Payne & Dolan currently contracts an independent qualified inspector to test wells within 1,000 feet of the site for bacteria and nitrates.

Excavation below the ground water table in Phase 1 did not prove to be detrimental to the ground water quality.

Since approval of CUP #1934, Payne & Dolan has posted and maintained a bond in the amount of \$15,000 as security for its obligations under the private wells and septic claims procedure. The bond will remain in full force and effect until final reclamation of Phase 2 is complete.

Since approval of CUP #1934, Payne & Dolan has posted and maintained a bond in the amount of \$10,000 as security for its obligations under the basement claims procedure. The bond will remain in full force and effect until final reclamation of Phase 2 is complete.

13. Any proposed temporary or permanent structures (e.g., scales, offices).

No building currently exists on the property. No permanent buildings are planned. A temporary scale and scale house will be used. These structures were allowed under CUP #1934 and were included in the approved operations plan.

14. Any special measures that will be used for spill prevention and control, dust control, transportation, or environmental protection.

A spill prevention plan and fugitive dust control plan have been in place since CUP #1934 was approved and will remain in place until final reclamation of Phase 2. A DOT approved entrance road to Phase 2, acceleration and passing lanes have been constructed and paid for by the operator, and adequately support the traffic in the area.

15. Proposed use after reclamation as consistent with Chapter 74.

Final reclamation will remain consistent with the previously approved operations and reclamation plan. The site will be returned to agricultural use – aquaculture.

The site will be clear of debris and left in a workmanlike condition at final reclamation.

All reclaimed areas will be covered with topsoil and seeded to prevent erosion.

Payne & Dolan has obtained NR-135 permit and will meet all requirements for reclamation included in NR-135. Financial assurance for reclamation is posted with Dane County.

General Conditional Use Permit Requirements

Standards for Conditional Use Permit

1. The establishment maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

Public's Health:

- Since the existing mineral extraction CUP for the property was approved in 2005, the operations have not been detrimental to or endangered the public's health.
- The current operational and environmental controls will remain in place.
- No chemicals have been or will be used.
- No visual dust will cross the property lines as per the fugitive dust control plan and DNR regulations.
- A majority of the sand and gravel is being removed from the water, so it is wet when excavated, reducing potential dust.
- There is no discharge of water from the property.
- An erosion control permit for the property has been approved by Dane County. Permit #ECP 3-734
- No water leaves the watershed due to this operation.

Public's Safety:

- Since the existing mineral extraction CUP for the property was approved in 2005, the operations have not been detrimental to or endangered the public's safety.
- A DOT approved entrance road to Phase 2, acceleration and passing lanes have been constructed and paid for by the operator, and adequately support the traffic in this area.
- The location of this source of sand on a State Trunk Highway has reduced many truck miles of hauling to bring sand into Dane County.
- The site is secured by fences, locked gates, and landscaped berms.
- Payne & Dolan currently contracts an independent qualified inspector to test wells within 1,000 feet of the site for bacteria and nitrates.
- A spill prevention plan and fugitive dust control plan have been in place since CUP #1934 was approved and will remain in place until final reclamation of Phase 2.
- All trucks are covered with tarps.
- Groundwater elevations will continue to be monitored at the monitoring wells located near the property.

Public's Comfort:

- Since the existing mineral extraction CUP for the property was approved in 2005, the operations have not been detrimental to or endangered the public's comfort.
- The berms along Riverside Drive and STH 69 will be constructed and landscaped creating a colorful and aesthetically pleasing roadside.
- Noise levels will not exceed 75 dB measured at the property line.
- Hours of operation are consistent with the hours most businesses and individuals are working.
- This source has been providing a long-term economical supply of high quality aggregate which has been improving and maintaining the local infrastructure and will continue to do so.

- The site is located in an area that is surrounded by 90% agricultural land.

Public's General Welfare:

- This site will continue to provide a substantial source of high quality aggregates within the county with which to build our homes, schools, highways, buildings, etc. without incurring additional trucking costs.
- Operations only occur in those areas within the required extraction and shoreland zoning setbacks.
- The existing mineral extraction operation has been and will continue to be an environmentally safe project.

2. The uses, values, and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by establishment, maintenance or operation of the conditional use.

- The site is located in an area that is surrounded by 90% agricultural land and has not been impacted by this operation.
- The existing hours of operation are concurrent with normal business hours and no weekends are worked.
- The surrounding berms will shield vision of the operations areas.
- Payne & Dolan has posted and maintained bonds for wells and septic claims and basement claims. These bonds will remain in full force and effect until final reclamation of Phase 2 is complete.
- No drilling or blasting occurs on site.
- No asphalt or redimix plants are located on the site.
- The site will be secured by a fence and locked gates.
- No fuel is stored on site.
- A spill prevention plan and fugitive dust control plan have been implemented and will remain in place.
- All federal, state and local laws and permits will be acquired and maintained throughout the process.

3. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The surrounding property use is predominately agricultural. This conditional use is permitted within the AT-35 zoning district and will not impeded surrounding farmland or open space. It will, in fact, ensure this area will remain open space.

4. Adequate utilities, access roads, drainage and other necessary site improvements have been or are being made to accommodate the conditional use.

No additional services will be required. The access road and intersection improvements have been approved by WisDOT and constructed and paid for by Payne & Dolan. No water will leave the site.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

A WisDOT approved entrance road to Phase 2, acceleration and passing lanes have been constructed and paid for by the operator, and adequately support the traffic in the area.

The portion of State Highway 69 that the site entrance is on is being fully reconstructed in 2022 and 2023 which will include new asphalt pavement, aggregate base, and 8-foot wide shoulders. A significant amount of material from the Herfel Aggregate Site will support this road reconstruction.

6. That the conditional use shall conform to all applicable regulations of the district in which it is located.

This plan and proposal meets all applicable regulations of the AT-35 zoning district.

7. The conditional use is consistent with the adopted town and county comprehensive plans.

A conditional use for mineral extraction was approved for this property in 2005 and mineral extraction operations have been active since.

The Dane County Comprehensive Plan designates this property as high potential for material containing high quality aggregate that may be used in asphalt. The County Comprehensive Plan has a goal to “Identify and protect as much of the county’s non-metallic mineral resources as is practicable, in the context of environmental, residential and other land use planning objectives, to supply local and regional needs.”

The Town of Verona Comprehensive Plan acknowledges the previously approved Herfel Aggregate Site and notes that the operations are to take place on either side of Highway 69. The Town Comprehensive Plan Future Land Use Map designates the property as Transitional Agriculture.

8. If the conditional use is located in a Farmland Preservation (FP) Zoning district, the conditional use is subject to the following additional standards found in section 10.220(1). Attach additional pages, if necessary.

This property is not located in a Farmland Preservation Zoning district.

Written Statement of Intent and Operations Plan

Describe in detail the proposed conditional use. Provide the specific location of the use(s), type of equipment used, planned property improvements, including description / size of existing or proposed new buildings to be used, and any other relevant information. For existing or proposed commercial operations, provide the name of the business and describe the nature and type of business activity.

This conditional use permit application is to allow crushing operations in addition to the current extraction operations at the existing Herfel Aggregate Site operated by Payne & Dolan, Inc. The property has an approved conditional use permit (CUP #1934) and is an active nonmetallic mineral extraction operation. The only difference between this submittal and the currently approved CUP is the ability to bring 2-3 portable crushing units unto the site in order to crush the gravel.

The site operations will be consistent with the currently approved operations with the addition of crushing activities. Operations have included site development, sand and gravel extraction, processing, washing, product delivery, and reclamation. Sand and gravel is removed from below the water table utilizing available technology such as a dragline, backhoe, or dredge. Removal of sand and gravel below the water table will be done "in the wet" and will not require any pumping of water off the site. Equipment used to extract, process, crush, and haul includes, but is not limited to earthmovers, draglines, bulldozers, scrapers, loaders, trucks, conveyors, a scale, scale house, and sizing, washing, and crushing equipment.

The mineral extraction phases will be fenced, gated, signed, and surrounded by berms to ensure security, reduce visibility of the operations, and to contain noise. All excavation will follow the required setback limits and previously approved operations plan.

Areas of the site which are not involved in the extraction or processing operations will continue to be used as crop land.

Payne & Dolan will continue to maintain in full force and effect during the term of the CUP, general liability insurance in the amount of two million dollars (\$2,000,000.00).

List the proposed days and hours of operation.

Hours and days of operations will be consistent with the previously approved hours.

Daily Operation:	Monday through Friday
Hours of Operation:	8:00am to 6:00pm (including equipment maintenance)
Hours for Warm-Up:	7:30am to 8:00am
Hours of Cool Down:	6:00pm to 6:30pm

List the number of employees, including both full-time equivalents and maximum number of personnel to be on the premises at any time.

There will be approximately 4 to 5 employees on site. This is similar to the number of employees working on site during Phase 1.

List any anticipated noise, odors, dust, soot, runoff or pollution associated with the conditional use, along with any proposed measures that will be taken to mitigate impacts to neighboring properties.

Noise, dust, and runoff mitigation measures have been in place since mineral extraction operations began on the property in 2005. These measures include a fugitive dust control plan, a spill prevention plan, landscaped berms, extraction occurs within the required setback limits, erosion control measures are followed, and all required local, state, and federal permits have been received.

Describe any materials proposed to be stored outside and any activities, processing or other operations taking place outside an enclosed building.

Materials to be stored outside will be consistent with those included in the previously approved conditional use permit. No material will be brought into the site for washing, crushing or any other process. This excludes recycled material.

For proposals involving construction of new facilities and/or infrastructure, describe, as applicable, any measures being taken to ensure compliance with county stormwater and erosion control standards under Chapter 11 of Chapter 14, Dane County Code.

No new facilities or infrastructure is being proposed.

List and describe existing or proposed sanitary facilities, including adequate private onsite wastewater treatment systems, associated with the proposed conditional use. For uses involving domestic pets or livestock, list and describe measures taken to address manure storage or management.

Sanitary facilities on site consist of portable toilets. This is consistent with the sanitary facilities in Phase 1.

List and describe any existing or proposed facilities for managing and removal of trash, solid waste and recyclable materials.

A dumpster will be located on site for trash and other waste. This is consistent with the waste management in Phase 1.

Describe anticipated daily traffic, types and weights of vehicles, and any provisions, intersection or road improvements or other measures proposed to accommodate increased traffic.

Traffic and types and weights of vehicles will be consistent with the previously approved operations. There was no negative impact to the travelling public due to the previously approved operations.

Provide a listing of any hazardous, toxic or explosive materials to be stored on site, and any spill containment, safety or pollution prevention measures.

There will be no fuel or hazardous materials stored on site. A spill prevention plan and fugitive dust control plan have been in place since the beginning of Phase 1 and will remain in place until final reclamation of Phase 2.

Describe any existing or proposed outdoor lighting along with any measures that will be taken to mitigate light-pollution impacts to neighboring properties. The Zoning Administrator may require submittal of a photometric plan for outdoor lighting if deemed necessary to determine potential impacts to neighbors.

All lights when in use will be pointed down to avoid light pollution leaving the site.

Describe any existing or proposed signage, including size, location, and materials, consistent with the county's sign ordinance found in s. 10.800.

The previously approved sign located at the entrance of Phase 1 will be relocated to the entrance of Phase 2. No additional signage is proposed at this time.

Briefly describe the current use(s) of the property on which the conditional use is proposed.

The property has an approved conditional use permit and is an active nonmetallic mineral extraction operation.

Briefly describe the current uses of surrounding properties in the neighborhood.

The surrounding property use is predominately agricultural.

DETAILS OF THE
METHODS & SEQUENCING
 FOR
MINERAL EXTRACTION
 &
AQUACULTURE RECLAMATION
 TOWN OF VERONA
 DANE COUNTY WISCONSIN

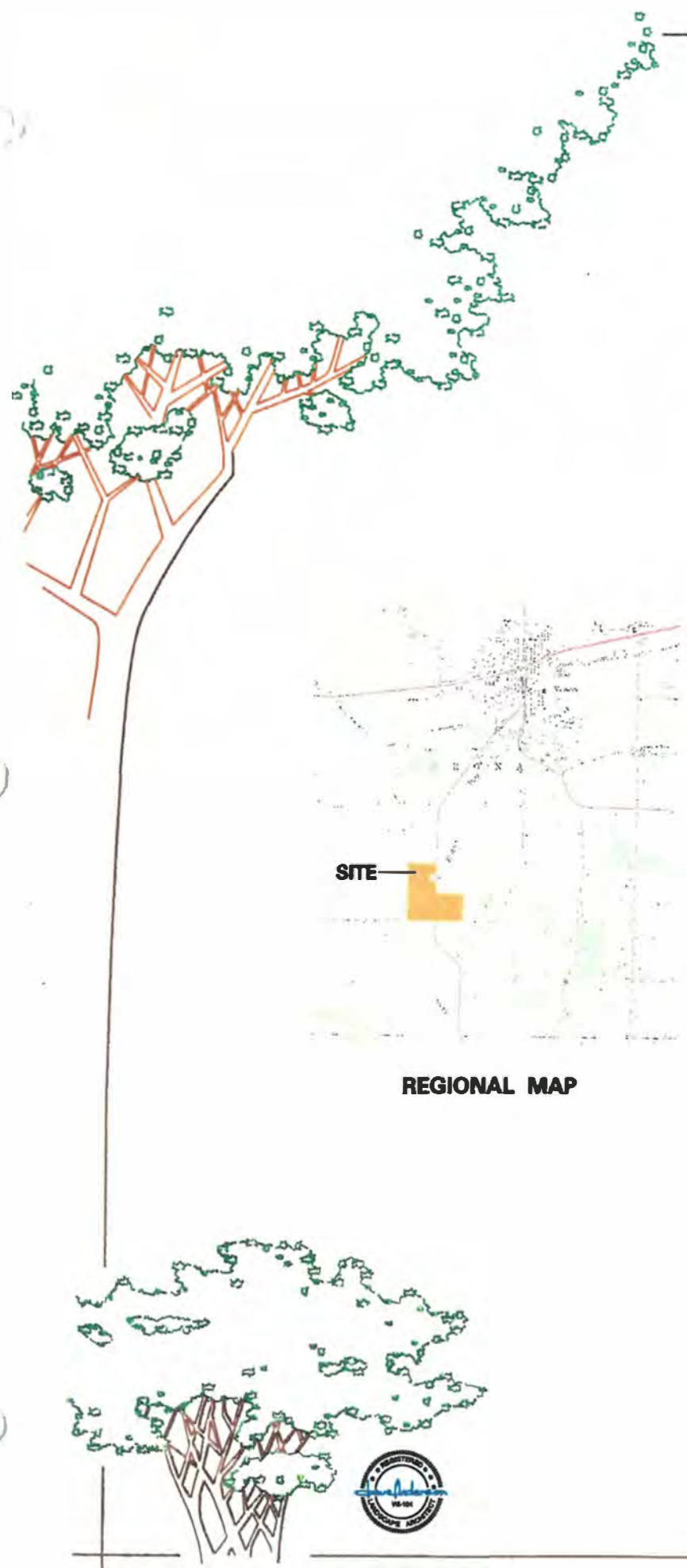


**DANE COUNTY
 WISCONSIN**



125 SOUTH 84TH STREET
 MILWAUKEE WISCONSIN 53214
 414 258 1500
 FAX 258 0037

Other Offices Located in:
 Green Bay, Wisconsin
 Madison, Wisconsin
 Chicago, Illinois



SITE

REGIONAL MAP



**TOWN OF VERONA
 SECTION 28 - T6N R8E**

INDEX OF EXHIBITS

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- D EXISTING SITE PLAN
- E PARCEL SEQUENCING PLAN
- ~~F PHASE 1 OPERATIONS PLAN~~
- G PHASE OPERATIONS PLAN
- H CONCEPTUAL RECLAMATION PLAN
- I PLANTING PLAN & ELEVATIONS
- J LONGITUDINAL SECTIONS
- K VISION SECTIONS
- L OPERATION DETAILS
- M PLANT MATERIAL SCHEDULE
- N PLANTING DETAILS
- O DESCRIPTION OF OPERATIONS

PROJECT NUMBER — 17A07.00
 PATH — C:\17A07\A-TITLE.DGN
 DATE ISSUED — 5 SEP 04
 TECHNICIAN — JGG
 PLAN EXAMINER — J
 PROJECT MANAGER — DGA



PAYNE & DOLAN
 6285 LACY ROAD
 FITCHBURG WISCONSIN 53533
 608-845-6900

TITLE SHEET & INDEX

A

DETAILS OF THE
METHODS & SEQUENCING
 FOR
MINERAL EXTRACTION
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AQUACULTURE RECLAMATION
 —————
TOWN OF VERONA
 DANE COUNTY WISCONSIN



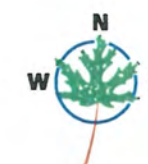
125 SOUTH 84TH STREET
 MILWAUKEE WISCONSIN 53214
 414 259 1500
 FAX 259 0037

Other Offices Located In:

Green Bay, Wisconsin
 Madison, Wisconsin
 Chicago, Illinois



PROJECT NUMBER — 175807.00
 PATH — G:\175807\A-AERIAL.DGN
 DATE ISSUED — 5 SEP 04
 TECHNICIAN — 1006
 PLAN EXAMINER — &
 PROJECT MANAGER — DDA

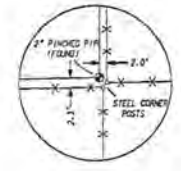
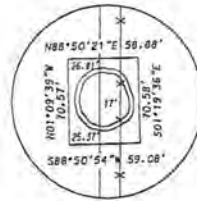
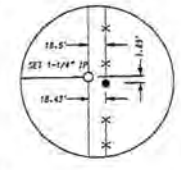
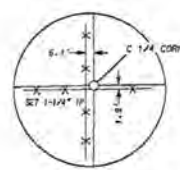
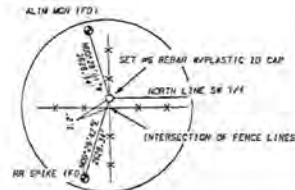


B



PAYNE & DOLAN
 6295 LACY ROAD
 FITCHBURG WISCONSIN 53593
 608-845-8900

REGIONAL AREA MAP



SURVEYOR'S CERTIFICATE

I, Dennis L. Norton, Registered Land Surveyor do hereby certify that by the direction of William Buglass, Payne & Dolan, Inc., I have surveyed, monumented, and mapped the S 1/2 of the SE 1/4 and part of the NW 1/4 of the SE 1/4 of Section 28, T 6 N, R 8 E, Town of Verona, Dane County, Wisconsin, described as follows:

BEGINNING at the SE Corner of said Section 28; thence S89°02'58"W along the south line of the SE 1/4, 2643.10 feet to the S 1/4 Corner; thence N00°10'48"E along the west line of the SE 1/4, 2633.65 feet to the C 1/4 corner; thence N89°17'22"E along the north line of the SE 1/4, 1317.59 feet to the NE corner of the NW 1/4 of the SE 1/4; thence S00°05'45"W along the east line of the NW 1/4 of the SE 1/4, 20.90 feet; thence N89°59'39"W, 32.57 feet to the west right-of-way of STH 69; thence S09°39'14"W (recorded as S10°44'50"W) along said right-of-way, 101.44 feet; thence S00°00'21"W (recorded as S01°05'57"W) along said right-of-way, 346.72 feet; thence S89°17'22"W (recorded as Westerly) parallel with the north line of the SE 1/4, 233.00 feet; thence S00°00'21"W (recorded as Southerly) parallel with said right-of-way, 320.00 feet; thence N89°17'22"E (recorded as Easterly) parallel with the north line of SE 1/4, 231.67 feet to the west right-of-way of STH 69; thence S12°23'59"E (recorded as S11°18'30"E) along said right-of-way, 85.31 feet; thence S89°59'39"E, 31.23 feet to the east line of the NW 1/4 of the SE 1/4; thence S00°05'45"W along the east line of the NW 1/4 of the SE 1/4, 443.08 feet to the NW corner of the SE 1/4 of the SE 1/4; thence N89°10'09"E along the north line of the SE 1/4 of the SE 1/4, 1319.56 feet to the NE corner of the SE 1/4 of the SE 1/4; thence S00°00'41"W along the east line of the SE 1/4, 1311.24 feet to the POINT OF BEGINNING.

Containing 5,089,600 square feet (116.842 acres) more or less, 4,945,880 SF (113.542 acres) more or less exclusive of right-of-way. Subject to STH 69 right-of-way. Subject to a 20' sanitary sewer easement recorded in Volume 774, Pages 52-54. Subject to a State cataloged burial site recorded in Volume 21801, Pages 7-8. Subject to all other easements of record.

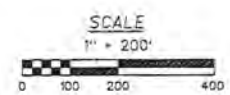
I do further certify that this is a correct representation of the boundaries of land surveyed and that I have fully complied with the provisions of AE 7.01 of the Wisconsin Administrative Code in surveying and mapping the same.

DENNIS L. NORTON
Registered Land Surveyor
No. 5-1628

Date: _____

LEGEND

- SECTION CORNER FOUND (MATERIAL AS NOTED)
- IRON STAKE/REBAR FOUND (AS NOTED)
- 3/4" x 24" ROUND IRON REBAR (SET) WEIGHING 1.50 LBS/LF
- PP POWER POLE



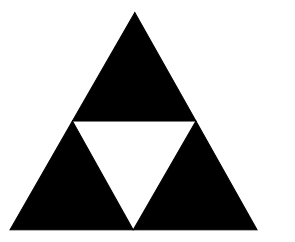
OWNER: Curtis & Debra HerfelPayne & Dolan, Inc.
1971 Locust Drive
Verona, WI 53593

CLIENT: 6295 Lacy Road
Verona, WI 53593

SURVEYOR
Paulson & Associates, LLC
136 W. Holm Street
DeForest, WI 53532

DRAWN BY: DLN DATE: 09/17/97 DWG. NO.:	APPROVED BY: PROJ. NO.: 797-61 DWG.	REVISIONS 11/26/97 - MONITORING WELL LOCATIONS	Paulson & Associates, LLC 136 West Holm Street DeForest, Wisconsin 53532 (608)846-2523 FAX 846-2074	PROJECT HERFEL PROPERTIES, TOWN OF VERONA	SHT. NAME PLAT OF SURVEY PART OF THE SE 1/4 OF SECTION 28, TOWN OF VERONA	SHT. NO. C
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**REVISED 4-25-2022
FOR CUP#2567**



**GRAEF
ANHALT
SCHLOEMER**
and Associates Inc.

345 NORTH 95TH STREET
MILWAUKEE WISCONSIN 53226
414 259 1500
FAX 259 0037

Other Offices Located In:
Green Bay, Wisconsin
Madison, Wisconsin
Chicago, Illinois

DETAILS OF THE
METHODS & SEQUENCING
FOR
**MINERAL EXTRACTION
&
AQUACULTURE RECLAMATION**
TOWN OF VERONA
WISCONSIN

EXISTING SITE PLAN

500' DNR JURISDICTION SETBACK
EACH SIDE OF SHORELINE

100 YEAR FLOODPLAIN AREA
PER OFFICIAL RECORDS

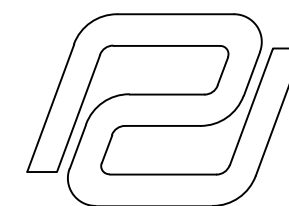
BADGER
20' SANITARY SEWER EASEMENT

EXISTING FIELD ENTRANCE

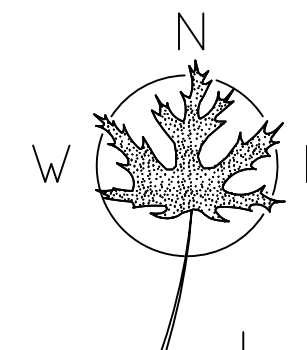
EXIST. INDIAN
MOUND

28.27
SECTION
CORNER

CUP# 2567
PERMIT AREA



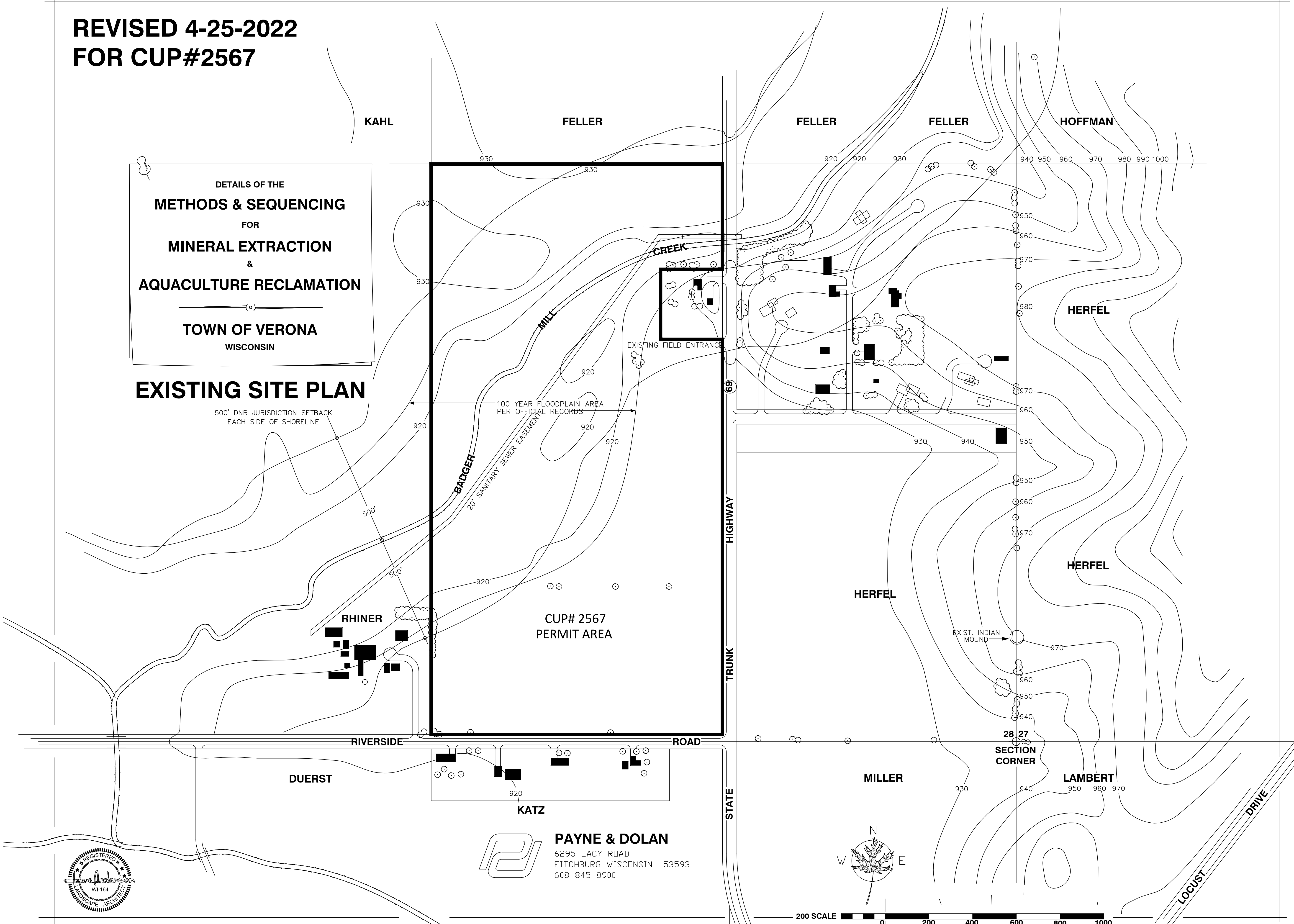
PAYNE & DOLAN
6295 LACY ROAD
FITZBURG WISCONSIN 53593
608-845-8900



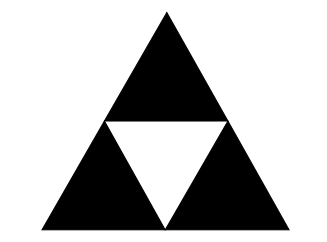
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PROJECT NUMBER 973807.00
PATH G:\973807\EXIST.DGN
DATE ISSUED 30 OCT 01
TECHNICIAN 1006
PLAN EXAMINER &
PROJECT MANAGER DDA

D
R



**REVISED 4-25-2022
FOR CUP#2567**

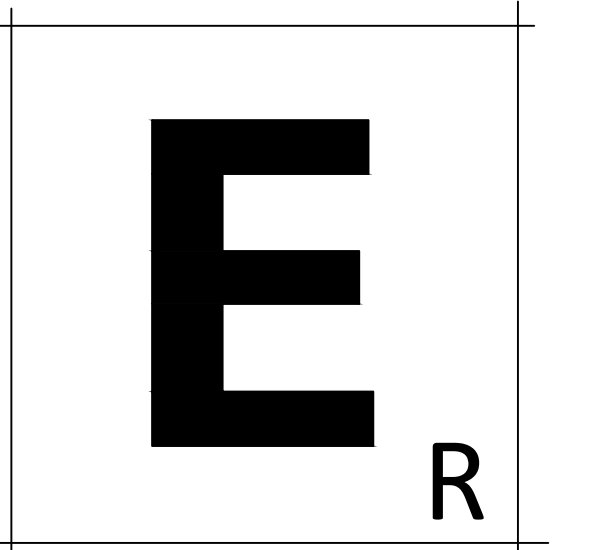


**GRAEF
ANHALT
SCHLOEMER**
and Associates Inc.

345 NORTH 95TH STREET
MILWAUKEE WISCONSIN 53226
414 259 1500
FAX 259 0037

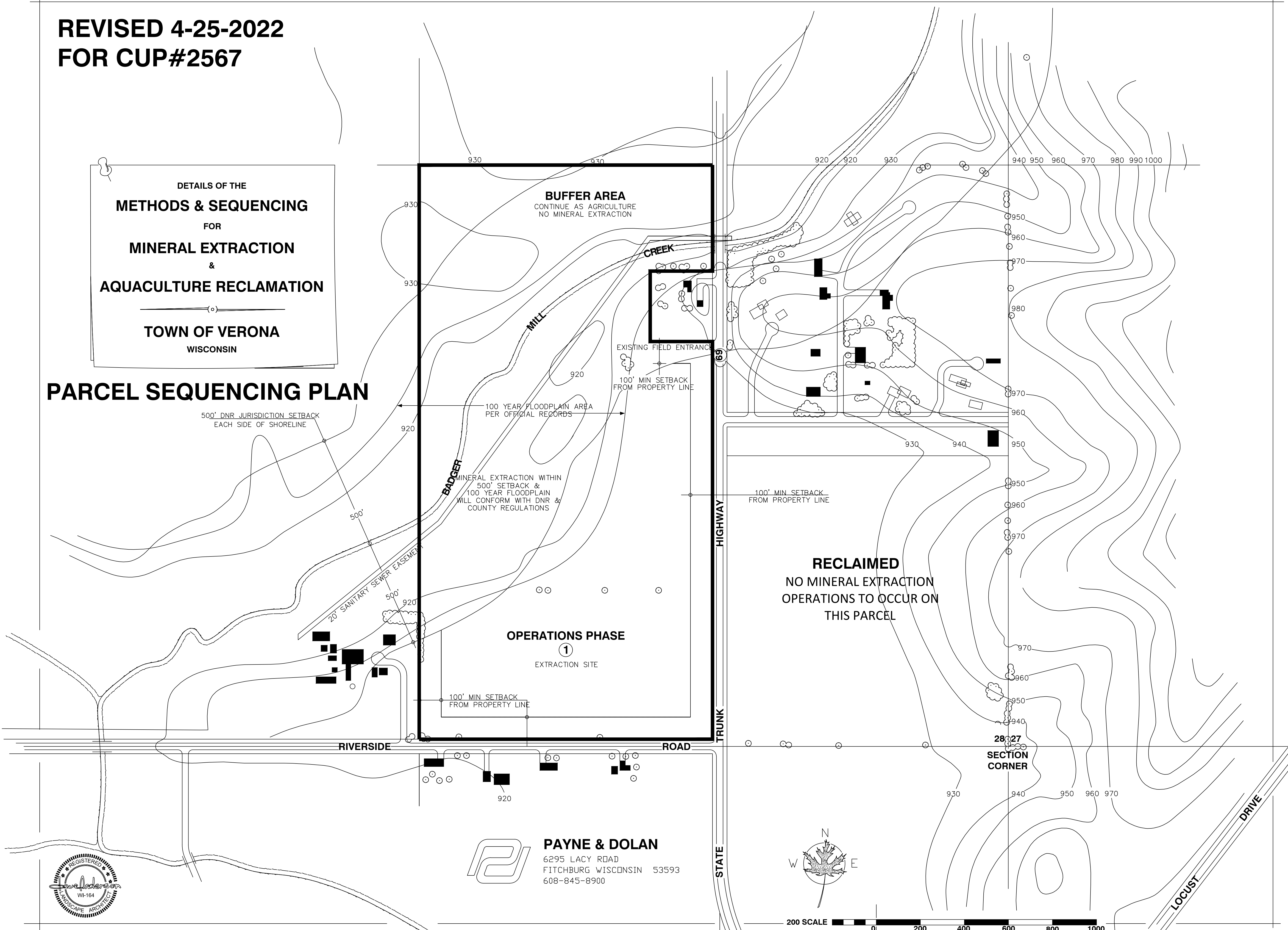
Other Offices Located In:
Green Bay, Wisconsin
Madison, Wisconsin
Chicago, Illinois

PROJECT NUMBER 973807.00
PATH-G:\973807\SEQUENCE.DGN
DATE ISSUED 30 OCT 01
TECHNICIAN 1006
PLAN EXAMINER &
PROJECT MANAGER DDA

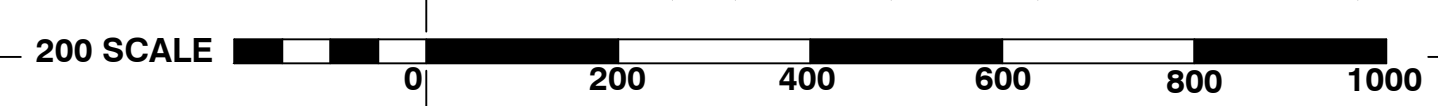
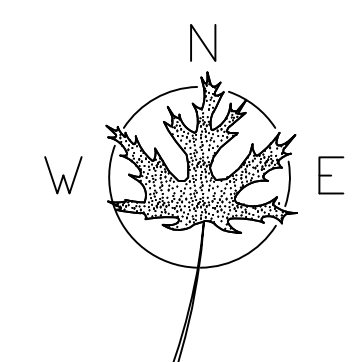


**DETAILS OF THE
METHODS & SEQUENCING
FOR
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&
AQUACULTURE RECLAMATION
TOWN OF VERONA
WISCONSIN**

PARCEL SEQUENCING PLAN



PAYNE & DOLAN
6295 LACY ROAD
FITCHBURG WISCONSIN 53593
608-845-8900



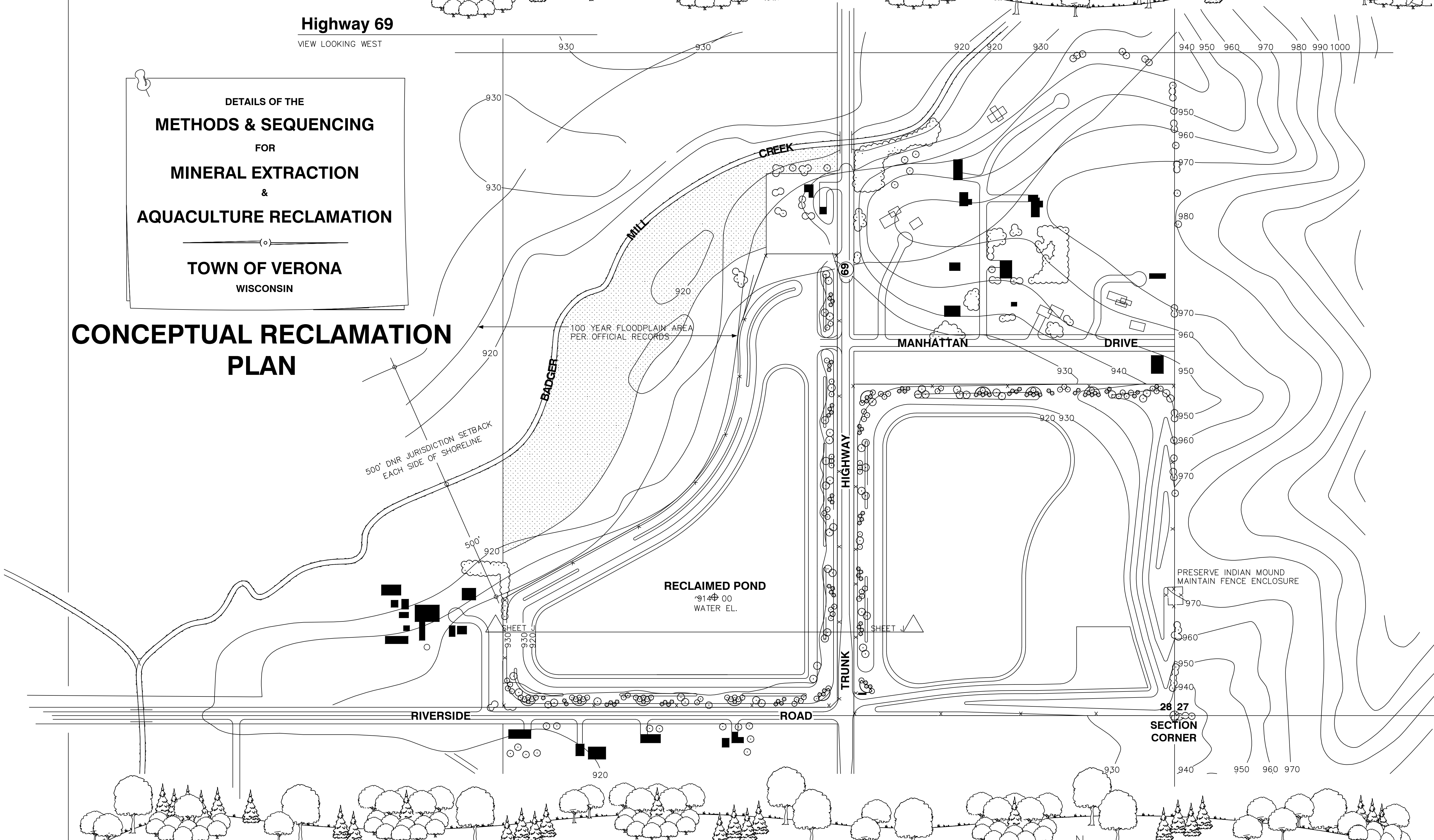
**REVISED 4-25-2022
FOR CUP#2567**

Highway 69
VIEW LOOKING WEST

DETAILS OF THE
METHODS & SEQUENCING
FOR
MINERAL EXTRACTION
&
AQUACULTURE RECLAMATION

TOWN OF VERONA
WISCONSIN

**CONCEPTUAL RECLAMATION
PLAN**



500' DNR JURISDICTION SETBACK
EACH SIDE OF SHORELINE

100 YEAR FLOODPLAIN AREA
PER OFFICIAL RECORDS

RECLAIMED POND
14' 00" WATER EL.

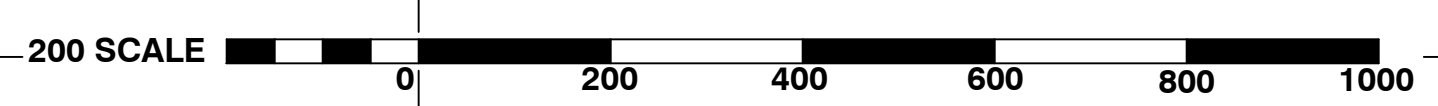
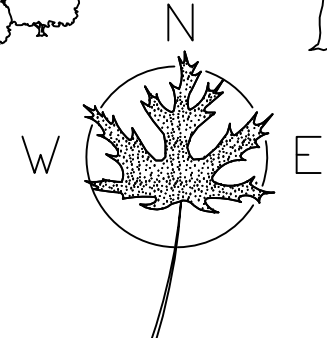
PRESERVE INDIAN MOUND
MAINTAIN FENCE ENCLOSURE

SECTION CORNER



RIVERSIDE ROAD BERM
VIEW LOOKING NORTH

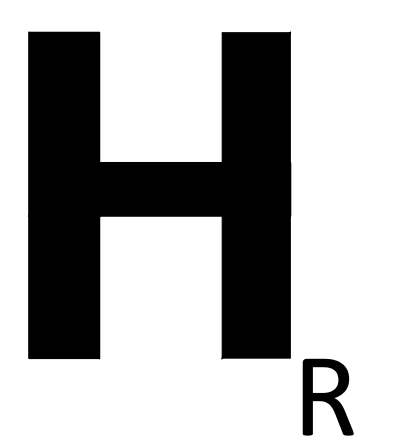
PAYNE & DOLAN
6295 LACY ROAD
FITCHBURG WISCONSIN 53593
608-845-8900



125 SOUTH 84TH STREET
MILWAUKEE WISCONSIN 53214
414 259 1500
FAX 259 0037

Other Offices Located In:
Green Bay, Wisconsin
Madison, Wisconsin
Chicago, Illinois

PROJECT NUMBER 973807.00
PATH G:\973807\RECLAIM.DGN
DATE ISSUED 30 OCT 01
TECHNICIAN 1006
PLAN EXAMINER &
PROJECT MANAGER DDA



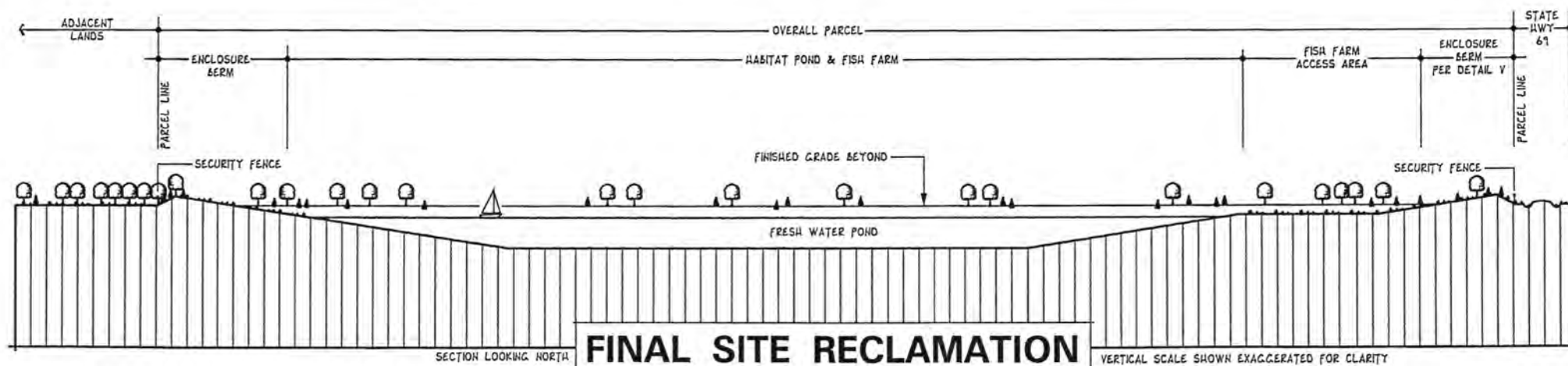
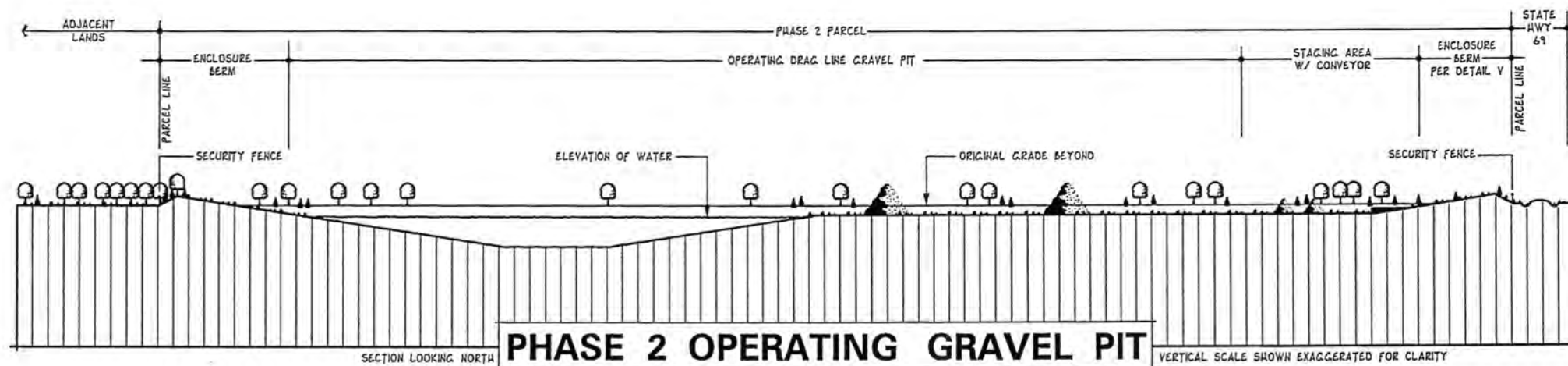
DETAILS OF THE
METHODS & SEQUENCING
 FOR
MINERAL EXTRACTION
 &
AQUACULTURE RECLAMATION

TOWN OF VERONA
 DANE COUNTY WISCONSIN



345 NORTH 95TH STREET
 MILWAUKEE WISCONSIN 53226
 414 259 1500
 FAX 259 0037

Other Offices Located In:
 Green Bay, Wisconsin
 Madison, Wisconsin
 Chicago, Illinois

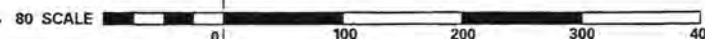


PROJECT NUMBER 173807.00
 PATH C:\173807\SECTION.DGN
 DATE ISSUED 18 SEP 04
 TECHNICIAN 1006
 PLAN EXAMINER &
 PROJECT MANAGER DDA



PAYNE & DOLAN
 6295 LACY ROAD
 FITCHBURG WISCONSIN 53593
 608-845-8900

LONGITUDINAL SECTIONS



J

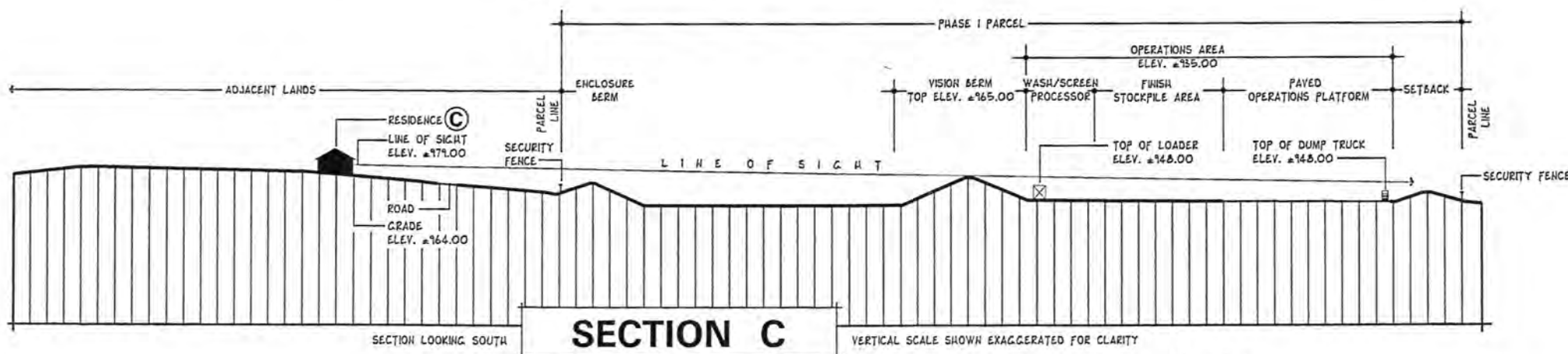
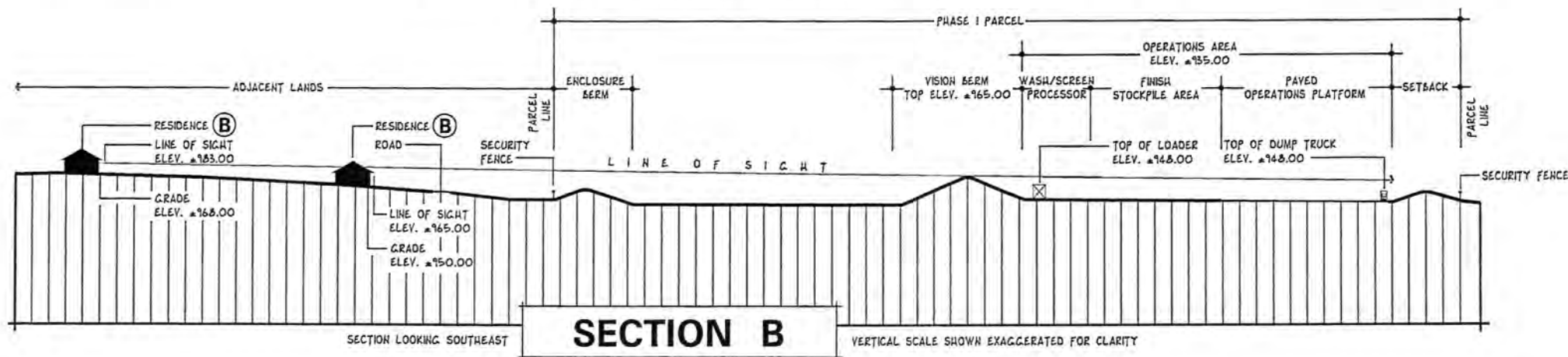
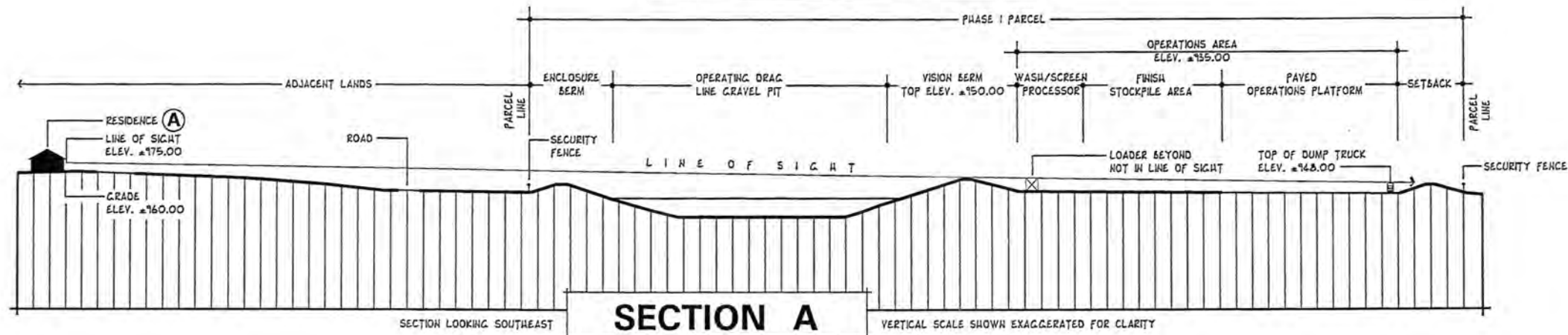
DETAILS OF THE
METHODS & SEQUENCING
 FOR
MINERAL EXTRACTION
 &
AQUACULTURE RECLAMATION
 ————
TOWN OF VERONA
 DANE COUNTY WISCONSIN



345 NORTH 95TH STREET
 MILWAUKEE WISCONSIN 53228
 414 259 1500
 FAX 259 0037

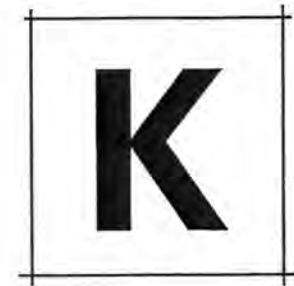
Other Offices Located In:

Green Bay, Wisconsin
 Madison, Wisconsin
 Chicago, Illinois



PAYNE & DOLAN
 6295 LACY ROAD
 FITCHBURG WISCONSIN 53593
 608-845-8900

VISION SECTIONS



PROJECT NUMBER 173807.00
 PATH G:\173807\Y-SECTION.DGN
 DATE ISSUED 13 SEP 04
 TECHNICIAN 1006
 PLAN EXAMINER &
 PROJECT MANAGER DDA



GREEN ASH (ASH)



AUTUMN BLAZE RED MAPLE (RED)

SHADE TREES



[STERILE] FLOWERING CHERRY (FXF)



[STERILE] PURPLE PLUM (PLM)

ORNAMENTAL TREES



GOLDEN MOCKORANGE (GMO)



PEEGEE HYDRANGEA (PGH)



GOLD FORSYTHIA (LYN)

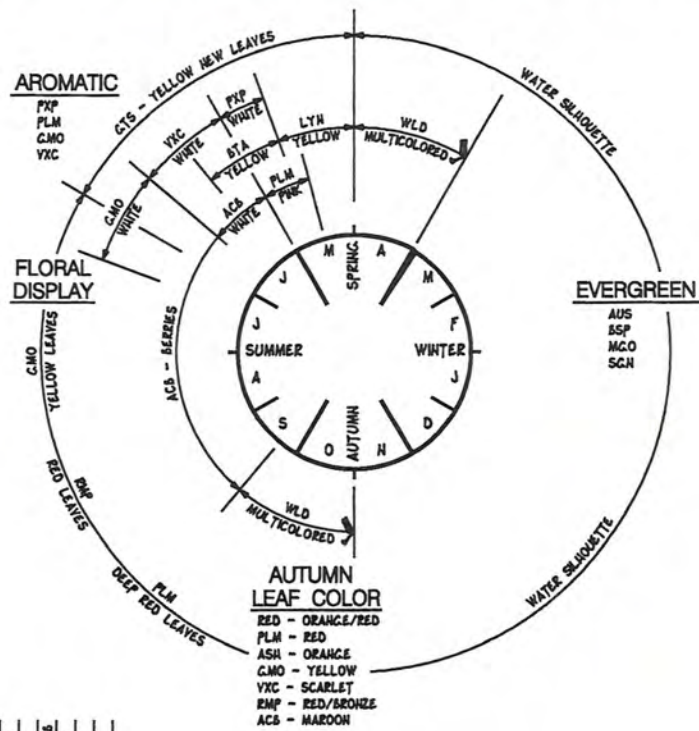


AMERICAN CRANBERRY (ACB)

ORNAMENTAL SHRUBS

DETAILS OF THE
METHODS & SEQUENCING
FOR
MINERAL EXTRACTION
&
AQUACULTURE RECLAMATION
TOWN OF VERONA
DANE COUNTY WISCONSIN

SEASONAL DYNAMISM GRAPH



PLANT MATERIAL SCHEDULE

STATIC USE	SCIENTIFIC NAME	COMMON NAME	SYMBOL
•	FRAXINUS PENNSYLVANICA LANCEOLATA	GREEN ASH	ASH
•	ACER RUBRUM 'AUTUMN BLAZE'	AUTUMN BLAZE RED MAPLE	RED
•	CLEDITSA TRIACANTHOS 'SUNBURST' (PATENT #888)	GOLDEN HONEYLOCUST	GTS
•	ACER PLATANOIDES 'CRIMSON KING'	RED NORWAY MAPLE	EMP
•	PRUNUS AVIUM X PLENA	[STERILE] FLOWERING CHERRY	FXF
•	PRUNUS CERASIFERA 'THUNDERCLOUD'	[STERILE] PURPLE PLUM	PLM
•	PRUNUS NIGRA	AUSTRIAN PINE	AUS
•	PICEA PURGENSES (GLAUCA) 'MOERHIEBI'	COLORADO BLUE SPRUCE	BSP
•	PHILADELPHUS CORONARIUS 'AUREUS'	GOLDEN MOCKORANGE	GMO
•	FORSYTHIA X INTERMEDIA 'LYNWOOD'	GOLD FORSYTHIA	LYN
•	HYDRANGEA PANCULATA 'CRANDYFLOWER'	PEEGEE HYDRANGEA	PGH
•	YBUEVNUM TIBILOSUM	AMERICAN CRANBERRY	ACB
•	JUNIPERUS COMMENSIS 'SEAGREEN'	SEAGREEN JUNIPER	SGN
•	PRUNUS MUGO MUGUS	MUGHO PINE	MGO
•	VERMONT WILDFLOWERS - MWS BLEND		WLD



GOLDEN HONEYLOCUST (GTS)



RED NORWAY MAPLE (EMP)

SHADE TREES



AUSTRIAN PINE (AUS)



COLORADO BLUE SPRUCE (BSP)

EVERGREEN TREES



SEAGREEN JUNIPER (SGN)



MUGHO PINE (MGO)

EVERGREEN SHRUBS



WILDFLOWERS (WLD)

WILDFLOWERS



348 NORTH 96TH STREET
MILWAUKEE WISCONSIN 53228
414 259 1500
FAX 259 0037

Other Offices Located In:
Green Bay, Wisconsin
Madison, Wisconsin
Chicago, Illinois



PAYNE & DOLAN
6295 LACY ROAD
FITCHBURG WISCONSIN 53593
608-845-8900

PLANT MATERIAL SCHEDULE



PROJECT NUMBER 175807.00
 PATH C:\175807\M-SCHEDULE.DGN
 DATE ISSUED 5 SEP 04
 TECHNICIAN 1004
 PLAN EXAMINER &
 PROJECT MANAGER DGA

DETAILS OF THE
METHODS & SEQUENCING
 FOR
MINERAL EXTRACTION
 &
AQUACULTURE RECLAMATION
 TOWN OF VERONA
 DANE COUNTY WISCONSIN



CALL BEFORE YOU DIG

STATE LAW REQUIRES YOU TO NOTIFY OWNERS AND OPERATORS OF UNDERGROUND FACILITIES AT LEAST 3 FULL WORKING DAYS BEFORE YOU DIG

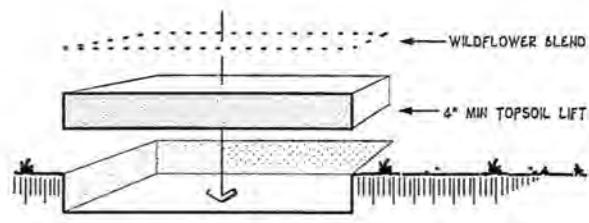
1-800-242-8511



GRAEF ANHALT SCHLOEMER
 and Associates Inc.

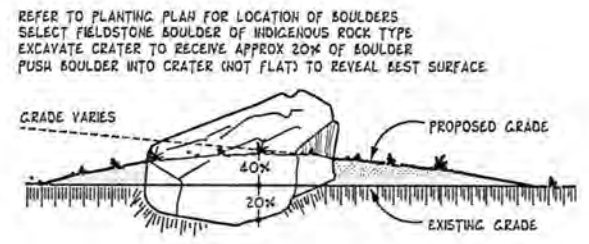
345 NORTH 95TH STREET
 MILWAUKEE WISCONSIN 53226
 414 259 1500
 FAX 259 0037

Other Offices Located in:
 Green Bay, Wisconsin
 Madison, Wisconsin
 Chicago, Illinois



EXISTING TOPSOIL WILL BE STOCKPILED ON SITE FOR DISTRIBUTION BY LANDSCAPE CONTRACTOR PRIOR TO SPREADING. THE LANDSCAPE CONTRACTOR SHALL CLEAN TOPSOIL OF ROOTS/STONES/FOREIGN MATTER & AMEND W/ SPECIFIED PRODUCTS TO ACHIEVE 6.0 TO 7.0 PH ACTIVITY LANDSCAPE ARCHITECT SHALL APPROVE FINISHED LAWN GRADE @ UNIFORM NATURAL SLOPES PRIOR TO THE SEWING OF SEED SEED BLEND & PROCEDURES ARE DESCRIBED IN WRITTEN SPECIFICATION LANDSCAPE CONTRACTOR SHALL ESTABLISH VIGOROUS GROWTH AND MOW & MAINTAIN FOR INITIAL 60 DAYS

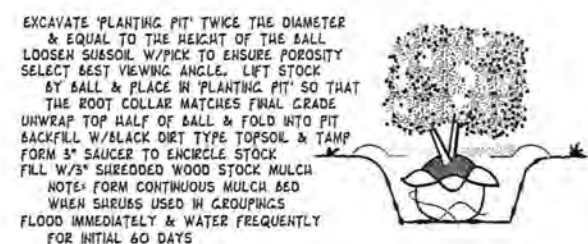
5 WILDFLOWER SEEDING
 ACCEPT ONLY: VERMONT WILDFLOWER FARM #MWS (602)425-3504



REFER TO PLANTING PLAN FOR LOCATION OF BOULDERS. SELECT FIELDSTONE BOULDER OF INDIGENOUS ROCK TYPE. EXCAVATE CRATER TO RECEIVE APPROX 20% OF BOULDER. PUSH BOULDER INTO CRATER (NOT FLAT) TO REVEAL BEST SURFACE.

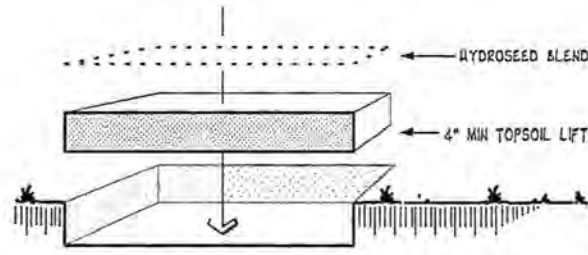
BACKFILL W/TOPSOIL & MOUND TO CONCEAL APPROX 40% OF BOULDER. WIRE-BRUSH EXPOSED SURFACE TO ESTABLISH UNIFORM COLORATION. REFER TO PLANTING PLAN FOR ADJACENT PLANTINGS & LAWN FINISH.

6 FIELDSTONE BOULDER DETAIL



EXCAVATE 'PLANTING PIT' TWICE THE DIAMETER & EQUAL TO THE HEIGHT OF THE BALL. LOOSEN SUBSOIL W/PICK TO ENSURE POROSITY. SELECT BEST VIEWING ANGLE. LIFT STOCK BY BALL & PLACE IN 'PLANTING PIT' SO THAT THE ROOT COLLAR MATCHES FINAL GRADE. UNWRAP TOP HALF OF BALL & FOLD INTO PIT. BACKFILL W/BLACK DIRT TYPE TOPSOIL & TAMP. FORM 3" SAUCER TO ENCIRCLE STOCK. FILL W/3" SHREDDED WOOD STOCK MULCH. NOTE: FORM CONTINUOUS MULCH BED WHEN SHRUBS USED IN GROUPINGS. FLOOD IMMEDIATELY & WATER FREQUENTLY FOR INITIAL 60 DAYS.

3 SHRUB PLANTING DETAIL

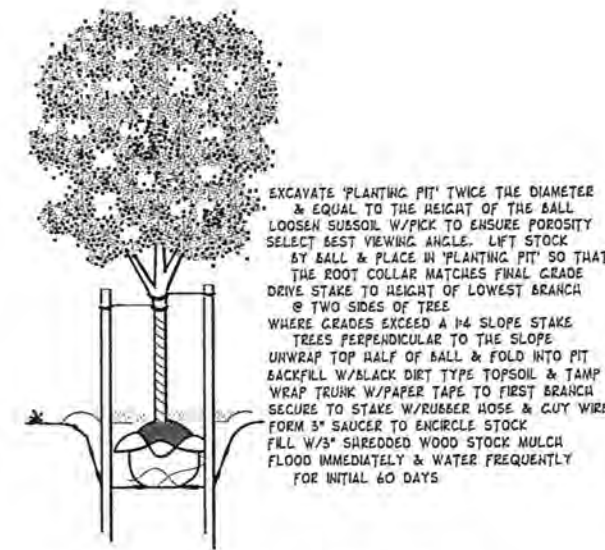


EXISTING TOPSOIL WILL BE STOCKPILED ON SITE FOR DISTRIBUTION BY LANDSCAPE CONTRACTOR PRIOR TO SPREADING. THE LANDSCAPE CONTRACTOR SHALL CLEAN TOPSOIL OF ROOTS/STONES/FOREIGN MATTER & AMEND W/ SPECIFIED PRODUCTS TO ACHIEVE 6.0 TO 7.0 PH ACTIVITY LANDSCAPE ARCHITECT SHALL APPROVE FINISHED LAWN GRADE @ UNIFORM NATURAL SLOPES PRIOR TO THE SEWING OF SEED SEED BLEND & PROCEDURES ARE DESCRIBED IN WRITTEN SPECIFICATION LANDSCAPE CONTRACTOR SHALL ESTABLISH VIGOROUS GROWTH AND MOW & MAINTAIN FOR INITIAL 60 DAYS

4 SEED OPERATIONS
 LOFT KELLOGG LAWN SEED 'STAR' (414) 276-0378
 30% KENTUCKY BLUEGRASS
 20% CREEPING RED FESCUE
 20% PERENNIAL RYE
 30% ANNUAL RYE

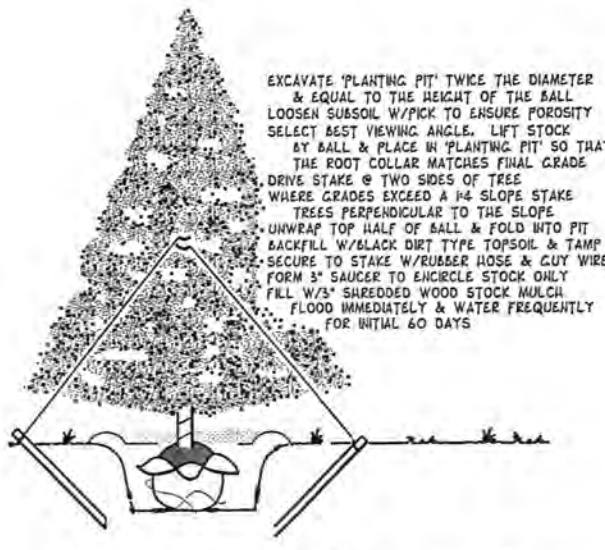
CONSTRUCTION NOTES

- PAYNE & DOLAN WILL CONTRACT TO MECHANICALLY RELOCATE 'COLLECTED TREES' FROM WITHIN SITE & INSTALL @ BASE OF BERM. THESE LARGER TREES WILL BE PLANTED 'WHERE SHOWN' & WILL BE CONSIDERED 'INSTEAD OF' THOSE SPECIFIED PER SCHEDULE & PLANTING PLAN.
- PLANT SCHEDULE IS FOR THE AREA ADJACENT TO PUBLIC ROADS. PLANT A 3/4 MIX DECIDUOUS & 1/4 MIX EVERGREEN AT A FREQUENCY OF 5 TREES & 15 NATIVE SHRUBS PER 100 LF.
- LANDSCAPE CONTRACTOR SHALL INCLUDE UNIT COSTS PER TREE / SHRUB / LAWN / WILDFLOWER GROUPS AS BASIS FOR 'ADDITIONAL WORK'.
- PROJECT LANDSCAPE ARCHITECT WILL APPROVE TREE / SHRUB / LAWN SUBSTITUTIONS DUE TO SEASONAL AVAILABILITY. ... WILDFLOWERS SOURCE ONLY AS SPECIFIED.
- FINAL 20% PAYMENT WILL BE ISSUED PROMPTLY @ SUCCESSFUL COMPLETION OF 60-DAY ACCEPTANCE PERIOD.



EXCAVATE 'PLANTING PIT' TWICE THE DIAMETER & EQUAL TO THE HEIGHT OF THE BALL. LOOSEN SUBSOIL W/PICK TO ENSURE POROSITY. SELECT BEST VIEWING ANGLE. LIFT STOCK BY BALL & PLACE IN 'PLANTING PIT' SO THAT THE ROOT COLLAR MATCHES FINAL GRADE. DRIVE STAKE @ TWO SIDES OF TREE. WHERE GRADES EXCEED A 1/4 SLOPE STAKE TREES PERPENDICULAR TO THE SLOPE. UNWRAP TOP HALF OF BALL & FOLD INTO PIT. BACKFILL W/BLACK DIRT TYPE TOPSOIL & TAMP. WRAP TRUNK W/PAPER TAPE TO FIRST BRANCH. SECURE TO STAKE W/RUBBER HOSE & CUY WIRE. FORM 3" SAUCER TO ENCIRCLE STOCK. FILL W/3" SHREDDED WOOD STOCK MULCH. FLOOD IMMEDIATELY & WATER FREQUENTLY FOR INITIAL 60 DAYS.

1 TREE PLANTING DETAIL

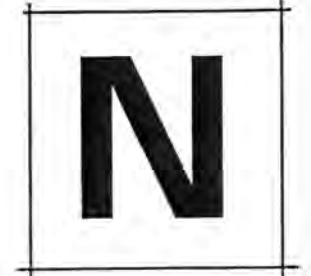


EXCAVATE 'PLANTING PIT' TWICE THE DIAMETER & EQUAL TO THE HEIGHT OF THE BALL. LOOSEN SUBSOIL W/PICK TO ENSURE POROSITY. SELECT BEST VIEWING ANGLE. LIFT STOCK BY BALL & PLACE IN 'PLANTING PIT' SO THAT THE ROOT COLLAR MATCHES FINAL GRADE. DRIVE STAKE @ TWO SIDES OF TREE. WHERE GRADES EXCEED A 1/4 SLOPE STAKE TREES PERPENDICULAR TO THE SLOPE. UNWRAP TOP HALF OF BALL & FOLD INTO PIT. BACKFILL W/BLACK DIRT TYPE TOPSOIL & TAMP. SECURE TO STAKE W/RUBBER HOSE & CUY WIRE. FORM 3" SAUCER TO ENCIRCLE STOCK ONLY. FILL W/3" SHREDDED WOOD STOCK MULCH. FLOOD IMMEDIATELY & WATER FREQUENTLY FOR INITIAL 60 DAYS.

2 EVERGREEN PLANTING DETAIL

PLANTING DETAILS

PROJECT NUMBER: 173807.00
 PATH: C:\173807\PLANT-DTL.DGN
 DATE ISSUED: 13 SEP 04
 TECHNICIAN: 1006
 PLAN EXAMINER: &
 PROJECT MANAGER: DDA



PAYNE & DOLAN
 6295 LACY ROAD
 FITCHBURG WISCONSIN 53593
 608-845-8900

DESCRIPTION OF OPERATIONS



345 NORTH 95TH STREET
MILWAUKEE WISCONSIN 53226
414 259 1500
FAX 259 0037

Other Offices Located In:
Green Bay, Wisconsin
Madison, Wisconsin
Chicago, Illinois

A. DESCRIPTION OF OPERATIONAL METHODS

1. Removal of surface soils for the construction of berms and to expose sand & gravel strata
2. Sand & gravel extraction including transporting
3. No drilling or blasting
4. Processing & sizing of extracted material
5. Conveying and stockpiling of processed material
6. Sales and distribution to customers

B. LIST OF EQUIPMENT, MACHINERY AND STRUCTURES USED

1. Equipment used in operation A1: Earthmovers including Dozers, Loaders, Scrapers & Trucks
2. Equipment used in operation A2: Loaders, Trucks, Backhoes, Draglines, and Conveyors
3. Washing & Screening Equipment
4. Equipment used in operation A5: Conveyors, Loaders, Dozers & Trucks
5. Equipment used in operation A6: Scales, loaders & trucks

C. SOURCE AND DISPOSITION OF WATER TO BE USED

1. Source
 - a. Ground Water
 - b. Surface Run-off
2. Disposition or Use
 - a. Dust control of interior roads
 - b. Dust control of processing, sizing and stockpiled material
 - c. Recharge

D. APPROVED METHOD OF CONTROLLING WATER RUN-OFF, TRAFFIC, NOISE, AND AIR-BORNE MATERIALS

1. Water Run-off
 - a. Grading and contouring
 - b. Planting and landscaping
 - c. Maintenance of all governmental permits
2. Noise and Air-borne material
 - a. As in our current operations, we will continue to explore and utilize the latest feasible technologies such as:
 1. Maintaining the sound suppressing equipment on all trucks and machines owned or hired
 2. Utilization of dust suppression procedures and equipment
 3. Development of landscaped buffer
 4. Compliance with all local, state and federal rules and regulations

E. METHODS OF ASSURING SAFETY OF THE PUBLIC

1. Fencing, landscaping and contouring
2. Compliance with all local, state and federal rules and regulations

F. PROPOSED SEASONAL PHASING OF OPERATION

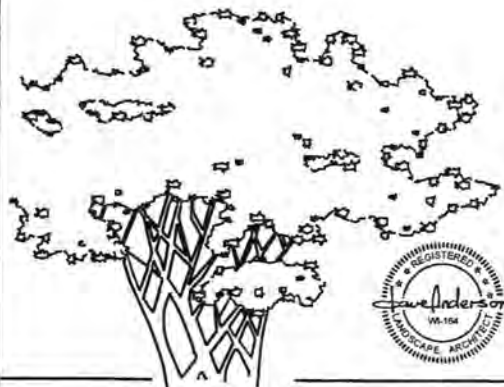
1. Percentage of total yearly activity (Typical)

a. First Quarter	10%
b. Second Quarter	25%
c. Third Quarter	35%
d. Fourth Quarter	30%

G. HOURS OF GRAVEL PIT OPERATIONS

1. Extraction, production, and shipping will be limited to:
Monday - Friday: 7AM to 6PM

DETAILS OF THE
METHODS & SEQUENCING
FOR
MINERAL EXTRACTION
&
AQUACULTURE RECLAMATION
TOWN OF VERONA
DANE COUNTY WISCONSIN

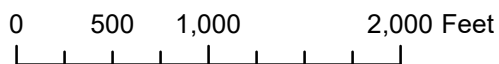
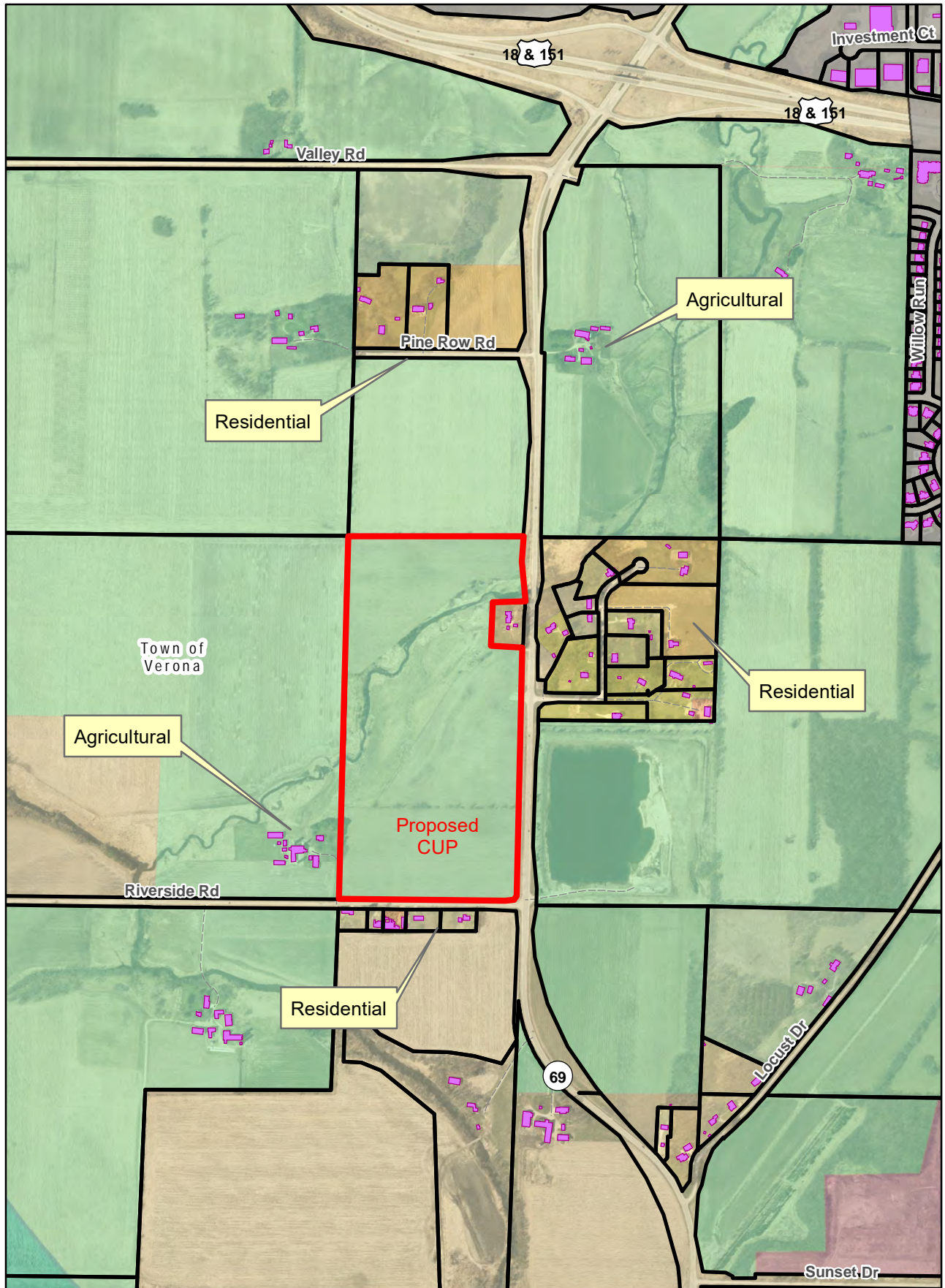


PAYNE & DOLAN
6295 LACY ROAD
FITCHBURG WISCONSIN 53593
608-845-8900

DESCRIPTION OF OPERATIONS

PROJECT NUMBER 173807.00
PATH C:\173807\NARRATIVE.DGN
DATE ISSUED 15 SEP 04
TECHNICIAN 1006
PLAN EXAMINER &
PROJECT MANAGER DDA





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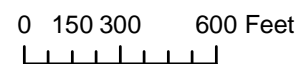


Neighborhood Map



Legend

-  Wetland
-  Floodplain
- Significant Soils**
-  Class 1
-  Class 2

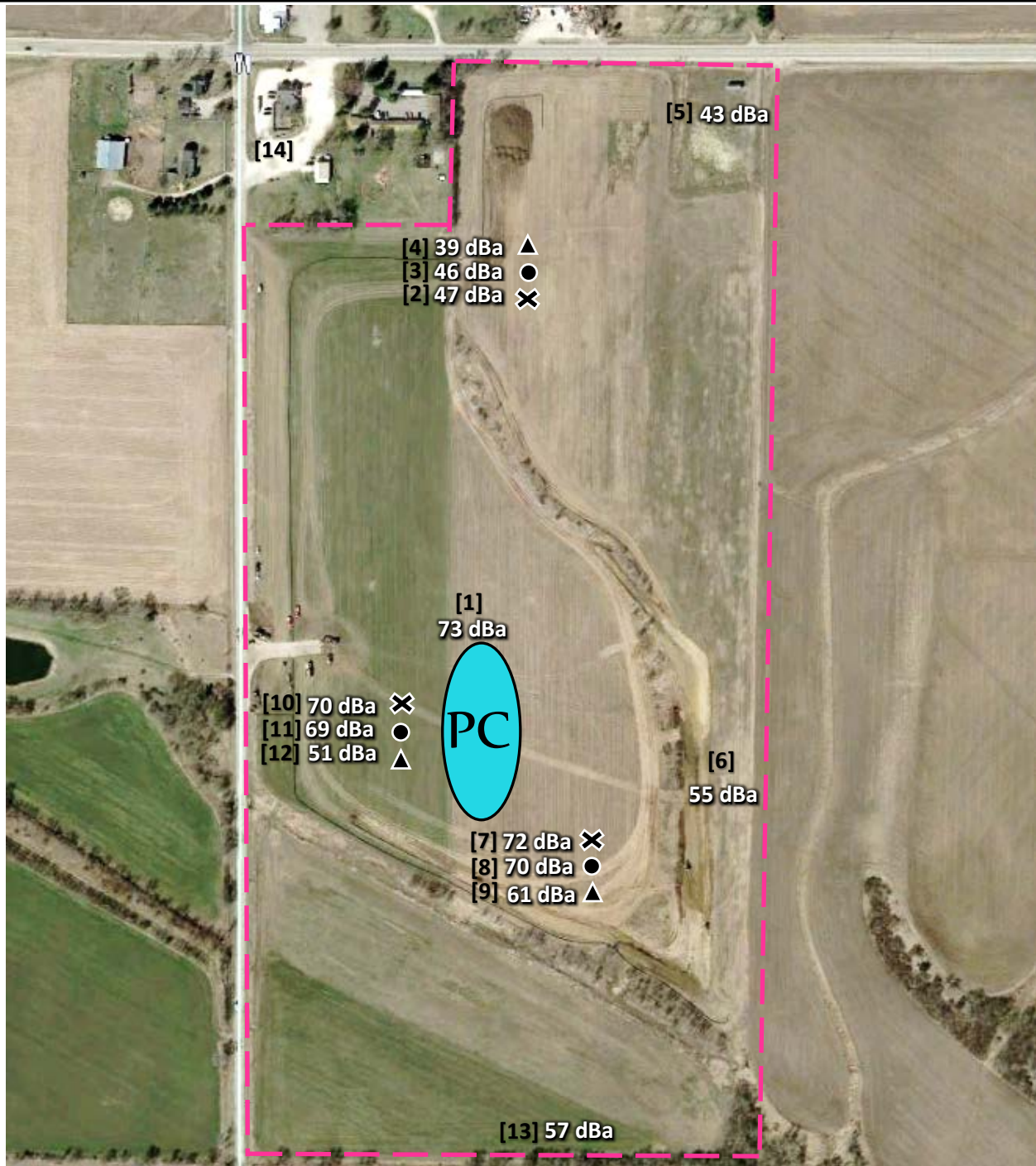


CUP 02567
CURT & DEB HERFEL

Darien Site (81049)

Sound Level Report for PC 10

07/01/21



Property Line	
Inside Berm	
Top of Berm	
Outside Berm	
Portable Crushing Plant #10 (PC10)	

Wind Speed	Wind Direction	Cloud Cover	Time
11 mph	NE	Clear	11:30am to 12:15pm



Oregon Site (85033)

Sound Level Report for Control #33 and PC #7 07/29/21



- ✕ 70 dBa [17]
- 70 dBa [18]
- ▲ 60 dBa [19]

Property Line

Inside Berm

Top of Berm

Outside Berm

Asphalt Plant Control #33

Portable Crush Plant #7

Wind Speed	Wind Direction	Cloud Cover	Time
9-10 mph	N / WNW	Mostly Cloudy	10:45 am to 1:00 pm

CUP #2510 Condition #6

“Peak noise levels from all operations at the site, including the mineral extraction operation and the asphalt plant, shall not exceed **75 decibels** (dBa scale), as measured from the property line.”

Town of Verona Board Report

Answers to questions about the NRAC Purchase of Developmental Rights (PDR) proposal

Prologue: After the PDR power point presentation to the Board on April 12th, there were many questions asking for more detail or clarification of some of the points presented. Four people submitted written questions or comments (Debra Paul, John Senseman, Tom Mathies, and Doug Maxwell). The NRAC committee reviewed all these questions, organized them into groups, and developed comments or answers on them below. Due to time and space limitations, not every question could be fully addressed in this document.

1) Why is a PDR program needed at all? Aren't existing measures (Comp Plan, Boundary Agreement, Zoning laws, etc.) enough to protect land in the Town?

The PDR program is designed to put “conservation easements” on selected lands in the Town, which would **permanently** prevent development. Most easements would have several partners (e.g. the Town, a Land Trust, Dane County, Ice Age Trail), that would all have to agree to end the easement in order to make the land available for development. In an unusual situation a higher body of government (State, Federal) could exercise “eminent domain” to undo an easement, but that would be unlikely.

Current Town measures of land protection are all much more easily undone – the Comp Plan can be changed every two years and expires in 2038. The Boundary agreement with the City of Verona expires in 4 years and didn't prevent annexation and development of the Marty property. It has little to say about land protection and is more of a blueprint for directing development activities. Zoning laws can be changed through a county committee on an as needed basis. Farmland Preservation designations are not permanent, only add a small measure of tax savings to the landowner and are relatively easily undone if the owner decides to pursue development.

2) The current City-Town Boundary agreement will not allow the Town to protect or preserve land in areas A or B.

The Boundary agreement is almost entirely about where and how to direct development in the period covered by the agreement. There is no language about protection or conservation of land except in Sections 14 (Ice Age Trail Corridor) and 15 (Farmland Preservation). The language in these sections is somewhat vague (“agree in concept with ... establishing permanent preservation...”, and ... “The City agrees to consider impacts on farmland...”), and inadequate to provide actual protection.

Individual landowners are not subject to the Boundary agreement and can decide to pursue a conservation easement on their property as they choose. Whether the Town can assist them with this effort in areas A and B, might need a legal opinion to clarify, but there is no specific language prohibiting it.

3) How much Town land should be protected or preserved? Don't we have enough already?

How much land to protect from development is a subject for the Town citizens and Board to discuss and debate. Currently, about 8 % of the Town land is not subject to taxes, but that is not all land available to the public. For example, this figure includes an 18-acre parcel on Locust Drive owned by the Verona School District, and a 7-acre parcel on County PD and M owned by WP&L. Some of the land owned by the DNR and DC Parks has no or limited public access or is still being farmed so it is not available for public recreation.

There is no hard figure or percentage that can answer this question. As more land is developed, the public concern over loss of open spaces and rural character increases, and there is increased pressure to protect or preserve more land. The Dane County metro area is predicted to grow by another 200,000 people in the next 30 years, and a sizable portion of that growth will be in the Verona area. One of the three top priorities of the CARPC's newly released Regional Development Framework report is to "conserve farmland, water resources, and natural areas". A key way for the Town of Verona to help accomplish this important goal is to develop a mechanism (the PDR program) to permanently protect these types of land before they are lost to development.

Dane County, and especially the Sugar River Valley, is well known for its rich productive agricultural soils and farmland. Preservation of these farms and their soils is the primary feature of the PDR program. By purchasing the rights to develop the land, these farms can be permanently protected and remain productive forever. Perhaps more important, by keeping farm land prices affordable, the farming way of life can be preserved.

Another factor in needing to protect land is the double peril of climate change and dramatic loss of species and biodiversity that accompanies it. While this is a more global issue affecting much more than just the Town of Verona, it is up to every community to do its part to do what we can to protect native species and provide as much preserved habitat as we can. A focused PDR program which aims to protect land along bio-corridors and to expand already protected natural areas can help greatly with this effort.

4) We need "realistic examples" of how PDR might work in the Town. Are there examples from the Town of Dunn? We should get appraisals of Town lands that might be subject to PDR.

It is very costly and not practical to get appraisals of land in the absence of an impending sale or transaction. But we do have an example of a recent land protection transaction in the Town of Dunn with all the costs included (see attached). PDR purchases do not necessarily need to be large tracts of land (100 acres or more) to be significant. If the Town of Verona starts a PDR program, it is likely that the initial transactions will be relatively small ones.

5) How does PDR discourage annexation from neighboring Cities?

When land is placed in a conservation easement and permanently protected from development, neighboring cities are less interested in it as a site for annexation since the landowner can't develop it. A small area under a conservation easement would not be sufficient, but a larger area or several clustered areas can effectively stop annexation by a city. The 20-year example of the Town of Dunn shows this strategy to work. Despite having four cities on its border (Madison, Fitchburg, McFarland and Stoughton), Dunn has maintained its Town borders and size almost entirely because of its PDR program.

6) Would farmers support this program?

At this point, the NRAC committee has not surveyed any Town of Verona farmers to determine the level of support for this program. We would be glad to do so with permission from the Board.

In the Town of Dunn, the voluntary PDR program has been strongly supported by the farm community and is largely credited with keeping farm prices affordable for new farmers and supporting family-owned farms in the township. Benefits to landowners include making it financially feasible to keep farming by providing cash assets for estate planning, retiring debt and farm improvement. The Town of Dunkirk, which is just starting a PDR program saw 12 applicants in the first year!

7) Would Town of Verona residents support a PDR program? What level of additional taxation would they support? How did NRAC come up with the number of \$50 per \$100,000 property value as a levy figure?

NRAC proposes a series of educational programs to be held in the Town Hall to explain the program and the rationale for land protection to the citizens. There is already strong support in for preserving the Town's "rural character", and a lot of anger over the recently planned and approved Marty Farm development. NRAC feels that with proper education, most Town residents would support a modest tax levy to help preserve land. We propose surveying Town residents (like the recent survey on brush collection) to determine the level of support, but we would propose doing that after a series of informational meetings. The \$50 per \$100,000 tax valuation figure in our original proposal was meant for illustration purposes only. A more meaningful figure could be determined after a survey.

8) Even if a tax levy passes, the Town would only raise a modest amount of money (e.g \$200,000 per year). How could this small amount of money fund a PDR program? What partners might we work with to protect land, and how much would they contribute?

There are many organizations interesting in preservation of land and protecting it from development. These include Groundswell Conservancy (who has worked extensively with the Towns of Dunn and Dunkirk), the Ice Age Trail Alliance (for land in the IAT Corridor), other non-profit Land Trusts, Dane County, the State of Wisconsin, and the US Department of Agriculture. Each land protection “deal” is put together differently, but most have several “partners” who contribute varying amounts of money. The Town would likely NOT be the biggest contributor but act more as a catalyst to help the deal get done. When several partners act together to protect a land parcel by “layering”, it is better protected, because any one partner could not later try to un-do the protection.

9) Who owns and manages the land once it is protected? Will the Town have a large administrative burden once several parcels are protected?

Land ownership is not changed by a purchase of developmental rights – the original owner still retains all ownership rights other than the right to develop. Farmers will still decide how best to manage their own land, and which crops to produce. The land can be sold to another owner at market value, or passed on as an inheritance, but the conservation easement will still apply.

Conservation easements require an annual inspection to be sure that the easements are still being followed. This can be often done by a partner agency (e.g. land trust), and simply reported to the Town. The administrative burden on the Town is relatively slight.

10) Would preservation of certain lands simply push development elsewhere?

Yes. This is the central idea of a PDR program – to protect desirable lands and keep them free from development. A PDR program gives the Town an opportunity to permanently protect farmland or natural areas from development.

11) Who pays for appraisals and other costs of purchasing and protecting the land?

Every land transaction is handled differently. Costs associated with the transaction (appraisals, surveying, legal fees, etc. are negotiable and can be paid by any party, including from the PDR fund.

12) How much staff time would be involved with a PDR program? Would the town have to hire another administrative person?

Some staff time will be needed to help manage a PDR program, just like any other Town program. Currently Town of Verona staff spend a lot of time associated with development and helping the Plan Commission. In the Town of Dunn, they have a “Land Trust Commission” consisting of 8 volunteer members which meets four times a year and oversees the PDR program. After 20 years of running a program with 38 easements covering almost 3800 acres, only two Town of Dunn employees are associated with working for the program – one at 60% of their time and the other at only 10%.

13) How are lands selected for inclusion in the PDR program?

Participation in the PDR program is entirely voluntary. Landowners who are interested would apply to have their land considered. The Town would develop a set of ranking criteria like those of the Town of Dunn: <https://www.townofdunnwi.gov/applying-to-the-pdr-program>

14) Which lands in the Town of Verona would be selected for the PDR program?

The Town would not select the lands itself – landowner participation is voluntary, and they would apply to the program. The selection criteria, however, could be set to favor prime farmlands, important natural areas with exceptional features, lands in a certain location near to other protected lands or in the Ice Age Trail or Sugar River corridors. Again, the Town of Dunn has an excellent resource for this which we would likely use to develop our own set of criteria to guide PDR purchases:

https://www.townofdunnwi.gov/files/ugd/7ab7a6_3378edad508b4b14a32ce8df23420510.pdf

Meeting with Mike Foy
Groundswell
May 24, 2022

Dave & Rosemary met with Mike Foy at Groundswell offices, Madison, WI

Groundswell has just begun working with The Town of Dunkirk; In the past they have done lots of work in Black Earth Creek area, the Town of Dunn, and the Town of Westport around Cherokee Marsh; and they work where other synergies exist.

Dunkirk raised \$200,000 first year – now at \$400,000

- Locally generated monies VERY valuable; used to leverage other funds from other sources.
- No program will go greater than 50% of total, so what is done is LAYERING of funds
- Can't combine federal grant monies with other federal monies; CAN combine federal funds with State funds

“Public lands are not same as “protected lands”

e.g. Not all “protected lands” allow public access

some lands have limited public access; some have developed trails.

Projects can take from 1 year – 10 years to organize and finalize.

Groundswell “spends” grant money and the amount available depends on what grants are available when projects are brought forward.

Groundswell requires \$10,000 per easement for legal needs & insurance when working on a project. Town is responsible for funds for lawyers, surveys etc – most of this money may be refundable when grant monies come through

Groundswell is working at full capacity right now.

Another helpful organization for land trust support is Gathering Waters. Their office is near Groundswell in Madison.

Mike Foy is happy to come to the Town and talk about all this.

Ben Kollenbroich <bkollenbroich@town.dunn.wi.us>

To:

- DAVID B LONSDORF

Tue 5/31/2022 9:07 AM

Hi David,

Here's what I was able to pull for our most recent typical purchase. A couple bits of information:

1. This was a property with two development rights/splits/potential homesites. The landowner sold both rights as part of this PDR transaction and could only put up agricultural buildings following the completion of the easement. Most of the properties we deal with have an existing home and the person will sell the additional development rights but keep the right to replace the existing home.
 2. Some additional legal and survey fees were needed for this property because the title showed an antiquated fence/property line agreement that needed to be mapped and removed (since you have worked on land deals in the past, you're probably familiar with the fact that it's not unlikely to have an oddball thing show up on a title that needs to be resolved before closing). Typically we have our attorney review any strange title work and the easement language itself. Typically a surveyor will provide a legal description of the entire property, and survey a building envelope.
- Easement Value: \$185,000
 - Dunn Contribution: \$92,500
 - NRCS ALE Grant Contribution: \$92,500
 - Appraisal: \$2,750 (Dunn pays)
 - Survey: \$3,200 (Dunn pays)
 - Legal Fees: \$1,131 (Dunn pays)
 - Title Work (Owner's Policy, GAP Coverage, Settlement/Closing Fees): \$1,225 (Dunn pays)
 - Endowment Fees: \$8,000 (Dunn pays this same amount to Groundswell Conservancy for every property closing. It is used by Groundswell to cover any future monitoring/legal fees)

There are two people who work on the PDR program in Dunn. Although we are both full time, our entire time/budget is not spent on PDR itself. For me, 60% of my time is for PDR and the other employee has 10% of her time for PDR.

I hope this helps and if you have any additional questions, please let me know.

Thanks!

Ben

PDR Program Ranking Criteria Revised October 2014						
APPLICATION FOR:	Name	date			Points	Possible Points
					Total Possible points	
					<i>Physical Characterisitcs Section</i>	165
					<i>Location Characterisitcs Section</i>	111
					Agriculture	80
					Natural Features	65
					Development Pressure	61
					Proximity to Protected Land	40
					Historical/Cultural Features	30
Section 1: Property Physical Characteristics						
A.	Soils. (Weight 3.5)					
	75% or more Type I and II soils				10	
	50 - 74% Type I and II soils				8	
	50% or more Type I, II and III soils				5	
	Less than 50% Type I, II, and III soils				0	
	Points:				10	X 3.5 = 35
B.	Size of Farm. (Weight 2.5)					
	100 acres or more				10	
	80 to 99 acres				8	
	60 to 79 acres				6	
	40 to 59 acres				4	
	30 to 39 acres				2	
	under 30 acres				0	
	Points:				10	X 2.5 = 25
C.	Number of Buildable Sites (Weight 2.5)					
	5 or more				10	
	4				8	
	3				6	
	2				4	
	1				2	
	none				0	
	Points:				10	X 2.0 = 20
D.	Natural Features. (Weight: 3.5)					
	Contains exceptional natural communities: on the list derived from the Natural Heritage Inventory for the community type or as determined by an ecologist				10	
					7	
	Contains natural features and more than 50 % of the property is within the Town of Dunn Environmental Corridor					
	Contains natural features and less than 50 % of the property is within the Town of Dunn Environmental Corridor				4	
	No significant natural features				0	
	Please explain and provide documentation:					
	Points:				10	X 3.5 = 35
E.	Water frontage. (Weight: 2.0)					

	Property has ≥ 1200 feet of water frontage				10		
	Property has ≥ 1000 feet of water frontage				5		
	Property has < 1000 feet of water frontage				0		
				Points:	10	x 2 =	20
F.	Archaeological Features. (Weight: 1.0)						
	Registered or eligible for registry with a federal, state or local archaeological agency or organizations				10		
	Not eligible for registry, but identified and verified by the Dane County Parks Department or another qualified agency or organizations				8		
	No archaeological features				0		
	Please explain and provide documentation:			Points:	10	X 1 =	10
G.	Historical Features. (Weight: 1.0)						
	Registered or eligible for registry with a federal, state or local historical agency or organizations				10		
	Not eligible for registry, but featured in the Town of Dunn Bicentennial Historical Guide				5		
	Other significant historical features, other than archaeological features				2		
	No significant historical features				0		
	Please explain and provide documentation if possible: _____			Points:	10	X 1 =	10
H.	Centennial Farm. (Weight: 1.0)						
	Farm has been owned by the same family for over 100 years				5		
				Points:	5	X 1 =	5
I.	Scenic Value? (Weight: 1.0)						
	Recognized by a public agency or organization for its scenic value				5		
	Visible from a main highway corridor, county road, or major lake or river				3		
				Points:	5	X 1 =	5
					Property Physical Characteristics Subtotal		165
Section 2: Property Location Characteristics							
A.	Proximity to Other Farmland. (Weight 2.0)						
	80 to 100% of perimeter surrounded by farmland				10		
	60 to 79% of perimeter surrounded by farmland				8		
	40 to 59% of perimeter surrounded by farmland				5		
	20 to 39% of perimeter surrounded by farmland				2		
	less than 20% of perimeter surrounded by farmland				0		
				Points:	10	X 2 =	20
B.	Proximity to a City or Village or Planned Development. (Weight 2.5)						
	In an area that has been mapped for development by a city or village's Comprehensive Plan				10		
	Adjacent to an area in a city or village mapped for development in their Comprehensive Plan, but not itself mapped for development				8		
	Within 1/4 mile of a city or village				6		

	Within 1/2 mile of a city or village					4		
	Within 1 mile of a city or village					2		
	More than 1 mile from a city or village					0		
					Points:	10	X 2.5 =	25
C.	Proximity to Existing or Planned Sewer Services. (Weight 2.0)							
	Adjacent to an existing or planned service area					8		
	Existing or planned service area within 1/4 mile					4		
	Existing or planned service area within 1/2 mile					2		
	Existing or planned service area beyond 1/2 mile					0		
					Points:	8	X 2 =	16
D.	Proximity to perennial surface waters (Weight 1.0)							
	Percentage of the Property within 1000 feet of a perennial surface water							
	30 - 100%					10		
	1 - 30%					5		
	0%					0		
					Points:	10	x 1 =	10
A.	Adjacency to Permanently Protected (Weight: 2.0)							
	The parcel is immediately adjacent to:							
	200 acres or more of permanently protected land					10		
	100-199.9 acres					8		
	50-99.99 acres					6		
	20-49.99 acres					4		
	5-19.99 acres					2		
	0-4.9 acres					1		
					Points:	10	X 2 =	20
B.	Proximity to Permanently Protected land (Weight: 2.0)							
	Number of protected acres within one mile of the parcel:							
	1000 acres or more	(50%-100% of area within a mile)				10		
	500-999.99 acres	(25%-50% of area within a mile)				8		
	250-499.99 acres	(12.5% to 25% of area within a mile)				6		
	100-249.99 acres	(5%-12.5% of area within a mile)				4		
	25-99.99 acres	1-5%				2		
	Less than 25 acres	less than 1%				1		
					Points:	10	X 2 =	20
Property Physical Characteristics Subtotal								111

From Town Attorney Al Reuter regarding PDR and the Boundary Agreement:

Section 8.02(b) of the Boundary Agreement (dealing with Area A) says: “The Town agrees that it shall not take any action that conflicts with this Section 8.02 or undermines Area A being a primary growth area for the City.” Section 8.03 (dealing with Area B) contains parallel language. Section 20 of the agreement imposes an obligation of good faith and fair dealing.

In my opinion, to the extent PDRs by the Town would prevent development in an area designated for city expansion, they would conflict with the boundary agreement. Private parties are not bound by the agreement, so if a conservation organization, the DNR or someone else were interested in purchasing development rights, the boundary agreement would have no effect on them.

TOWN OF VERONA

TO: Town Board of Supervisors

FROM: Sarah Gaskell, Planner/Administrator

SUBJECT: Administrator Report for July 2022

Upcoming Meetings

- NRAC – July 12th, 6:30pm Town Hall
- Public Works – July 19th, 6:30pm Town Hall
- Plan Commission – July 21st, 6:30pm Town Hall
- Financial Sustainability – July 21st, 2:30pm Town Hall

General

- Schedule Summer Open House?
- Staff vacation: Judd out of office July 6 – July 14; Gaskell out July 28-29

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: June 30, 2022

FROM: W. Christopher Barnes, Public Works Director

SUBJECT: Monthly Report – June 2022

The monthly Public Works Department Activity report is submitted for the information and review of the Board and the Committee. June was an active month with the roadside mowing season, brush clearing for sight distance, pothole patching, and road construction season. 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 tree removal and brush chipping on Fritz Road and Country View Road.
- Pothole patching on Whalen Road, Riverside Road, and numerous small areas.
- Picked up roadside fly dumping debris from Grandview Road.
- Continued roadside mowing Town-wide and Goose Lake area.

Equipment and Facility Activities

- Continued the online auction for the 2007 Peterbilt at Wisconsin Surplus Auction. Action closes July 5, 2022.
- Restriped the office parking lot
- Began treatment of the exterior building wood.
- Summer HVAC system checkup was performed.

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 3 Digger Hotline utility locate requests

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.
- Began construction of the 2022 roads. (Sunset Drive, Grandview Road, and Rolling Oaks Lane), paving and stone shouldering completed on Sunset and Grandview. Rolling Oaks is still pending. Sufficient quantities in the contract will allow for paving Wisner Road at the same time.
- Performed final inspection for the Twin Rocks Subdivision

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

TOWN OF VERONA

TO: Town Board of Supervisors

FROM: Teresa Withee, Clerk/Treasurer

SUBJECT: June 2022 Clerk/Treasurer Report

Clerk

- Attended Town Board meeting and recorded minutes
- Signed and sealed Liquor Licenses and Operator Licenses
- Filed At-827 Liquor License report with State of WI DOR
- Reviewed information in WisVote; Reg Alerts, EDR report
- Begin preparations for the August election
- 177 Absentee Ballots were mailed on June 23rd for the August Partisan Primary Election
- Process absentee ballots in WisVote as they are returned

Treasurer

- Reviewed invoices, printed checks, prepared unpaid invoice reports and check detail reports
- Monthly bank reconciliations
- Prepared information for Financial Sustainability Committee meeting
- Filed PC-226 Taxation District Exemption Summary Report with State of WI DOR
- Worked with Dane County Treasurer and Johnson Block to verify information re: audit

June 18, 2022

Dear Town Board of Verona,

We would like to introduce ourselves to your town board in order to support the Town of Montrose's request to consider the transfer of one of Verona's reserve liquor licenses to Montrose to help us in our restoration efforts at the historic Paoli creamery.

In 1888, a group of dairy farmers in Paoli, Wisconsin, banded together to build their community a cheese factory. They formed a cooperative called the Paoli Cheese Factory Association and constructed a modern factory on the banks of the Sugar River. For more than a century, the factory produced butter, cheese, and milk for local markets. The consolidation of the dairy industry and the farm crisis was the death knell for the factory. The factory couldn't keep up with Wisconsin's rapidly-changing and rapidly-industrializing dairy industry. After nearly 100 years in continuous operation, the factory closed its doors in 1980.

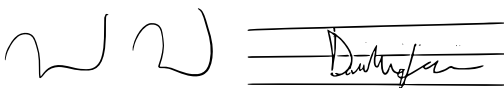
Last year, we purchased the building in order to preserve this irreplaceable piece of Wisconsin history. We have now received approval for a listing on the National and State Registers of Historic Places for this building, which has been called an "outstanding example of a twentieth-century dairy factory." Our vision for this building is called the Seven Acre Dairy Company and it includes continuing the building's legacy of dairy production by bringing back a working dairy to make artisanal ice cream and butter from local farmers. The building will also feature a restaurant, dairy cafe, event space, and boutique hotel inspired by the region's dairy heritage and natural landscape. (Our restoration efforts also includes working with Fish and Wildlife and the DNR to restore five acres of oak savanna on the Sugar River.) We anticipate that this one-of-a-kind dairy destination will be open fall of 2022.

For better or worse, liquor sales represent an important part of our business plan and the town of Montrose does not have any in reserve.

We would like to respectfully ask that the town board of Verona consider the possibility of transferring one of its reserve liquor licenses to Montrose to support this project. We believe that this project is in the interest of our region's economic development. It also helps to preserve rural landscapes, celebrates local dairy, and conserves the Sugar River watershed.

We are thankful for your consideration.

Gratefully,

A handwritten signature in black ink, appearing to read "Nicolaas and Danika Mink", is written over three horizontal lines. To the left of the signature are two stylized, handwritten initials, possibly "NM".

Nicolaas and Danika Mink

Town of Montrose
1341 Diane Avenue
Belleville WI 53508

June 17, 2022

Dear Town of Verona Board

I write this letter in support of the development of Seven Acre Dairy Company and to initiate a discussion about a potential transfer of a reserve liquor license to the Town of Montrose.

First, the town of Verona and town of Montrose have a long-standing relationship of working together and a shared character and common history based on our rural values and our agricultural heritage.

Montrose is currently working with Nic and Danika Mink on their restoration of our historic cheese factory and creamery in Paoli. They are turning it into the Seven Acre Dairy Company, a property that will include a working dairy, boutique hotel, cafe, restaurant, and event space—all with the theme of telling the story of our region's dairy heritage. We are very enthusiastic about this development as it preserves an important piece of our dairy history and helps to introduce the region's agriculture to a new generation.

Many dairy patrons and workers of this historic factory were residents of the town of Verona, as well as Montrose, and it is likely that the same will hold true once the property is restored. It is likely many residents of Verona have fond memories of the factory when it was known as Pabst Farms or the Paoli Cooperative Dairy Company.

The Minks need a liquor license to ensure this unique vision is economically viable. Because of our size, Montrose does not have any reserve liquor licenses available. It is our understanding that Verona township has three. The Town of Montrose has worked with other townships in the past to transfer reserve liquor licenses and it is relatively easy and efficient.

Thank you for your consideration.

Please feel free to contact me with any questions.



Roger Model
Town of Montrose Chairman



Alcohol Licensing

In general, retail alcohol licenses are required whenever there is a charge for alcohol (whether direct or indirect) or whenever alcohol is consumed in a public place. See §§125.04(1) & 125.09(1), Wis. Stats. Although, there are certain exceptions to these general rules. Understanding Wisconsin’s alcohol licensing procedures can be difficult, and this article seeks to explain some of the more common topics involved with municipal alcohol licensing.

Types/Classes of Retail Alcohol Licenses:

Wisconsin’s municipal alcohol licenses generally vary in two ways: *where* they authorize the consumption of alcohol, and *what type* of alcohol they authorize persons to consume. First, most alcohol licenses are separated into Class A and B licenses—distinguishing where alcohol is authorized to be consumed. Class A licenses authorize the sale of alcohol for off-premises consumption (i.e. at home) while Class B licenses authorize the sale of alcohol for on-premises consumption (i.e. at the bar). It is helpful to think of A as referencing “Away” (off-premises consumption) and B as referencing “Bar” (on premises consumption) to keep these distinctions straight in your head. Additionally, municipalities may issue “Class C” wine licenses which authorize qualifying restaurants to sell wine—but not other intoxicating liquors—on premises.

Next, alcohol licenses are differentiated by the placement of quotation marks in the license name. When the quotation marks are placed around the whole name of the license—such as in “*Class B*”—then the license authorizes the sale of liquor (including wine). Conversely, when the quotation marks are placed only around the letter designation within the name—such as in *Class “B”*—then the license only authorizes the sale of fermented malt beverages (think beer and wine coolers).

Further, there are reserve licenses, provisional licenses, and temporary (picnic) licenses which will be discussed in more detail below—along with a few other, less common license options.

Alcohol License Quotas:

Some of the major concerns that towns have related to alcohol licensing stems from the statutory quota of “Class B” licenses available to towns. Unlike all other alcohol license types, towns are limited in the number of “Class B” liquor licenses which may be issued. See §125.51(4), Wis. Stat. This quota is based on the number of licenses that were actually issued by the town on December 1, 1997, in addition to any reserve “Class B” licenses that the town is now authorized to issue. Determining these numbers will involve some research into the town’s past issuance of “Class B” licenses along with an understanding of the town’s more recent population changes. If you are unable to determine your town’s statutory quota, feel free to contact us at the WTA office to help you in your research.

Note that reserve licenses are simply available “Class B” licenses that were not issued on December 1, 1997. Reserve licenses never revert back to a regular “Class B” license—even after being issued. The reserve designation is permanently attached to those licenses. Further, remember that reserve licenses

require a \$10,000 minimum license fee *in addition* to the town’s regular “Class B” license fee. Reserve license fees are nonrefundable and reserve licenses may not be transferred. See §125.51(3)(e), Wis. Stat.

Provisional Licenses:

Provisional alcohol licenses are temporary versions of regular licenses intended to allow the sale of alcohol while a regular license is processed. Towns are required to issue provisional licenses, but may decide when and how they are issued. See §125.185(1), Wis. Stat. Therefore, towns should adopt an ordinance establishing when provisional licenses will be issued, what standards will be required, which town officer(s) have the authority to issue provisional licenses, etc. We have a sample provisional retail license ordinance available on the WTA website (<https://www.wisctowns.com/documents/provisional-liquor-license-ordinance.sample.doc>), along with a sample provisional operator’s license ordinance (https://www.wisctowns.com/documents/provisional-liquor-license-operator-license_sample.doc).

However, not all applicants are eligible for a provisional retail license. Only those persons who have applied for a Class “A”, Class “B”, “Class A”, “Class B”, or “Class C” license may be issued a provisional retail license, and the provisional license only authorizes the activities that the type of license applied for authorizes. See §125.185(2), Wis. Stats. For example, a provisional Class “A” license only authorizes the sale of fermented malt beverages for off-premises consumption—just as a regular Class “A” license would. Once issued, provisional licenses are only valid for 60 days or until the applicant is issued their regular license—whichever is sooner. See §125.185(4), Wis. Stats. Finally, towns may not charge more than \$15.00 for a provisional retail license. See §125.185(3), Wis. Stat.

Temporary (Picnic) Alcohol Licenses:

Oftentimes, especially in the warmer months, organizations will request temporary licenses to serve alcohol at special events. These temporary licenses allow qualifying organizations to sell or serve alcohol at a limited event. The “catch” with temporary licenses is that the applicant must meet organizational requirements pursuant to §§125.26(6) & 125.51(10), Wis. Stats. Specifically, temporary licenses may only be issued to bona fide clubs and chambers of commerce, to county or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least six months before the date of the application, and to posts of veterans organizations. Notably, private individuals and businesses (including bars and restaurants) are *not* eligible for temporary alcohol licenses.

If an organization is eligible, then there are two types of temporary licenses available: a temporary Class “B” fermented malt beverage license (for beer, wine coolers, etc.), and a temporary “Class B” license for wine only (no other liquors may be served). The fee for either or both of these licenses may not exceed \$10.00. See §§125.26(6) & 125.51(10), Wis. Stats.

Wedding Barns:

Wedding barns are a hot topic right now, and the future of the law surrounding them is somewhat uncertain. For now, wedding barns *do not* need licenses to serve alcohol at private events—where only invited guests are permitted (not the public generally). The guests and/or licensed caterers may bring in and serve alcohol even though the venue does not have a retail alcohol license. However, there should be no “sale” of alcohol happening at the event itself (i.e. cash bar). Such sales still require a retail alcohol license—even for private events.

https://www.veronapress.com/news/business/dairy-ing-to-dream-big-10-million-project-will-bring-boutique-hotel-local-creamery-to/article_674a42ca-bb5b-11ec-b6f0-0f5d195d48ce.html

NEWS / BUSINESS

Business

Dairy-ing to dream big: \$10 million project will bring boutique hotel, local creamery to Paoli

Neal Patten Staff reporter

Published on Apr 13, 2022



A rendering of the future of 6858 Paoli Road.

If all goes well – by year’s end on the banks of the Sugar River – there will be some of the “nicest hotel rooms in Dane County” along with an ice cream shop and a new option for fine dining following a \$10 million renovation.

Nicolaas Mink -- co-founder and former CEO of Madison-based Sitka Salmon Shares -- and his wife, Danika Laine, have purchased a 21,000-square-foot former dairy factory on seven acres of land at 6858 Paoli Road.

At the time of purchase, the building had been home to several apartments and three businesses -- The Ginkgo Tree, Lily's Mercantile & Makery, and Vert Cafe & Plant Gallery -- the first two of which will relocate, while the latter closed completely.

The building had been for sale for a few years, and Mink and his wife found out last April.

Mink, and his wife -- who was a marketing executive -- are a part of the great resignation going on across the country in the wake of the COVID-19 pandemic. With two girls, ages 11 and 5, they were looking for something different to do. Particularly Mink, who said that traveling to fisheries in Alaska from May to September annually as part of his former career was fun when he was younger and enjoyed the bachelor life, but now with two young girls and particularly with COVID-19, he became concerned about all the traveling.

Mink and Laine live 15 minutes away from their new business, near the border of Madison/Middleton, and like so many others, enjoy coming to Paoli for its food and shopping.

Since closing on the property last September, the dream for the site has grown exponentially. Initially they sought to just restore a part of the factory, but after learning more about the building's history, they decided to undertake a major restoration of the entire building.

At first, Mink had only thought about putting in a pizza restaurant to run with a friend. But between last May and July, as he spoke with area dairy farmers -- some now in their fifth generation -- he said a dozen "powerful experiences and interactions" made him think differently about the building and his business plan.

“At that point, we didn’t know how integral this place was to thousands of farmers over a century, not to mention hundreds of people who came to work here,” he said. “We were uncovering a beautiful mysterious world and bringing clarity to our brand and business concept.”

Inspired by the many stories that they heard last year, they’ve since received approval to list the property on the State and National Register of Historic Places.

Before launching seafood delivery company Sitka Salmon Shares, Mink taught history at the University of Wisconsin campuses in Stevens Point and Superior, and has a PhD in history UW-Madison.

Now he wants to honor the history of the building, which was built in 1888, and became a hub of the area’s dairy industry.

Swiss cheese, butter, and processed milk were produced at the site for nearly a century. By the mid-1950s, the factory was one of the largest dairy factories in the state, supporting hundreds of small dairy farmers in Dane, Iowa, Green, Rock, and Lafayette counties.

It was purchased by the Pabst Company in 1955 who kept it in operation until 1980, when it was shut down.

Family connections

What has Mink and Laine just as excited as the the building’s history is its future – and the close connection between the two.

While the number of small, family-owned dairy farms has shrunk significantly since 1980 – there are still some of the same families in the area with small herds of 50-60 dairy cows, just a generation or two down the line from when the factory was still in operation.

And discovering that is what led to their big idea -- Seven Acre Dairy Company.

The new business venture is set to center around a micro dairy plant focused on soft serve ice cream and butter made on site, using milk from many of the same farm families that delivered to the original factory before it was shuttered in 1980.

“I didn’t know what we were going to do, I didn’t know about its history,” Mink told the Press. “But as I learned more about the dairy factory’s importance to local farmers whose kids now run their farms – almost every farmer in the area delivered to this place, it was central to who they were – I decided to restore it as a place that embraces that history, building an experience around that.”

Included in the plans are a cafe that will serve sandwiches, ice cream, coffee, wine and beer as well as a sit-down, higher-end, farm-to-table restaurant. Its cuisine will include dishes based around indigenous Wisconsin plants and Native American recipes.

Demolition of parts of the building – such as deconstructing the apartment units -- began at the beginning of March, while construction on the new vision is set to begin in May.

The building kind of became a sprawling, Frankenstein construction over the decades as new advances in dairy technology such as refrigeration resulted in new wings being built, and multiple shipping and receiving wings and spaces for pasteurizers and separators.

The new creamery will have an “open kitchen” type concept, allowing people to get up-close and see where the butter and ice cream is made.

In the boutique hotel, there will be eight regular inn rooms and eight river view suites with “luxury amenities,” Mink said and furnished with wood reclaimed from the site.

Decades-old brick that has been covered in plywood is being exposed for the first time in years.

Land restoration

The experience Mink and Laine are envisioning won't be just about the Dairy of their namesake, it will also be about the Seven Acres.

The property's seven acres is planned to eventually be home to a fully-restored oak savanna and prairie, with hiking trails, a boat landing, and gardens.

They've been working since October to remove invasive overgrowth to create a "beautiful, manicured landscape," and they've hired a landscape architect to achieve that, Mink said.

The trails will lead back to what was once the whey disposal lagoon.

"Locals remember the smell," Mink said. But no one will recognize it when they're done, he said. They will be adding picnic tables, seating domes, and vending areas for markets and manicuring it with stone.

They hope some day people will wind their way back to this seating area to enjoy their ice cream or play games.

Some of those invasives such as the Boxelders are being used to create new furniture that will be used on site.

Local partners

The new venture sits at a crossroads for Mink, bringing together multiple disciplines of his. He sees a lot of similarities between when he worked with small operators in the fishing industry and when he will someday work with small dairy farms. He geeked out over the history of the building thanks to his past as a historical buff. And he also has a background in environmental studies, guiding some of his interest in adaptive restoration. He even worked in ag policy earlier in life.

But even so, Mink and Laine knew that they had zero experience in starting or operating a creamery. Fortunately, already just down the road, there was another creamery with two very experienced operators.

Anna Thomas Bates and Anna Landmark, co-owners of Landmark Creamery, will lead Seven Acre's dairy program as the company's chief dairy officers.

It was an opportune time to approach Landmark Creamery, as the company was already in the process of expanding its own operations from a retail shop and cheese aging facility to include all aspects of dairy production.

Landmark's shop down the road will remain open, but will now benefit from greatly expanded production and shipping space at Seven Acre.

By combining the knowledge of Landmark Creamery with the milk produced by small dairy farmers within a few-mile radius, Seven Acre Dairy aims to be the epicenter for a "hyperlocal dairy shed" Mink said.

People sitting outside eating ice cream will be able to see the farms where the milk came from just a few fields or pastures away.

"We're trying to add value to marginalized or smaller modern food producers," Mink said. "People don't know butter and cheese is coming from fewer and fewer producers and factories. Less Wisconsinites are involved in production these days. It used to be not a single family was not intimately connected to dairy."

And Mink wants visitors to Seven Acre to feel intimately connected, which is why he's been collecting an "amazing amount of ephemera" from the building's 134-year-old history including photographs, artifacts, old signage. While he said he doesn't want it to feel like walking into a museum, he still wants to incorporate the history into the experience.

Mink doesn't want it to feel like a glib theme park, either. He said he wants an "authentic and meaningful" experience that both lets people witness the production and enjoy the consumption of dairy while "embracing and appreciating the story" of Wisconsin's dairy heritage.

"There's something special about the heritage here and we want to do whatever we can do to acknowledge this is part of this area's history," Mink said. "This is an amazing opportunity to restore this building, but also preserve that story --

that heritage -- and allow people to be part of that, share that heritage.”

Reporter Neal Patten can be reached at npatten@wisconsinmediagroup.com

On The Web:

sevenacredairyco.com

MORE INFORMATION



Paoli creamery delivers the goods

Business in brief: Noodles & Company, Gingko Tree, Eno Vino, Icki Sticki

Business in brief: Vert Café and Plant Gallery has closed

Vert Cafe brings lattes, houseplants to downtown Paoli

Verona businesses defy the odds

New Paoli Farmers' Market will continue through October

Verona's Savory Accents spices up local food market

Gingko Tree gift shop moves to Verona

A cream come true: Paoli farmers, landowners excited for forthcoming Seven Acre Dairy Company

Written By

Neal Patten

npatten@wisconsinmediagroup.com |

https://www.veronapress.com/news/business/a-cream-come-true-paoli-farmers-landowners-excited-for-forthcoming-seven-acre-dairy-company/article_ce3ae382-ee72-11ec-b1b9-6b0de8c9aa3d.html

NEWS / BUSINESS

Business

A cream come true: Paoli farmers, landowners excited for forthcoming Seven Acre Dairy Company

\$10 million project to bring boutique hotel, local creamery to Paoli

Neal Patten Staff reporter

Published on Jun 17, 2022



Joe and Tom Sarbacker, far left, were among the stakeholders at the groundbreaking for Seven Acre Dairy Company on Friday, April 29 in Paoli.

For longtime residents of Paoli and Montrose, a building along Paoli Road holds a special place in their memories.

The 21,000-square-foot building along the banks of the Sugar River at 6858 Paoli Road is a former factory, which area farmers and landowners fondly recall as a source of dairy delicacies.

Tom Sarbacker, who grew up on a farm nearby, remembers how hard it was to balance a 10-pound block of butter on the back of his bicycle, having to carefully pedal it home on gravel roads.

Laura Roethlisberger remembers giving her sons a quart jar and one dollar to bring home “the most beautiful, thick cream in the world,” from which she crafted homemade whipped cream for pumpkin pie.

Swiss cheese, butter and processed milk were produced at the site for nearly a century. By the mid-1950s, the building was one of the largest dairy factories in the state, supporting hundreds of small dairy farmers in Dane, Iowa, Green, Rock and Lafayette counties.

It was purchased by the Pabst Company in 1955, but it was shut down in 1980 and the milk contracts were sold off to other production facilities.

Now, Sarbacker and Roethlisberger are two of the area residents who are helping bring a creamery back to the building, which had been a dairy hub shy of a century, from 1888 to 1980.

Nic Mink, co-founder and former CEO of Madison-based Sitka Salmon Shares, has left fish behind and turned his attention to cows as he’s begun work on a \$10 million renovation of the building into Seven Acre Dairy Company, which will produce butter and ice cream, and be home to a boutique hotel and a cafe.

When Mink approached the Town of Montrose’s Land Use Committee (of which Sarbacker is a member) about the project, he was told he’d need more space for parking.

That's how he connected with Roethlisberger, leaving her and her husband Phil a voicemail in spring last year. Initially, the Roethlisbergers were a bit skeptical about the call, as were the Sarbackers, from a Madison businessman proposing to build a hotel and restaurant in the unincorporated community of Paoli.

But despite their uncertainty and debating whether or not to phone him back, Laura and Phil ultimately returned Mink's call and agreed to sell him part of their land that they had owned for nearly 70 years, which they had run as Paoli View Farm.

The couple had been approached over the years to sell the land by a church and another business, but had always turned down other offers.

The plot of land they sold to Mink has now come full circle. The Roethlisbergers purchased the 22 acres from Pabst in 1981 as Phil was already renting a machine shed located on the property and had his farming implements stored there.

Phil passed away in July of 2021, just a few months after that initial phone call from Mink. But the longtime farmer – who'd been working the land in Paoli since he was 19 in 1952 – died feeling hopeful after selling their land, his widow Laura said.

After speaking with Mink, the Roethlisbergers appreciated that he was “not pushy” and decided that his intentions were genuine and that he's “a real go-getter.”

“Phil had a conversation with Nic in the early planning stages of this endeavor, so we as a family are excited to see this project become a reality,” Laura told the Press. “Paoli is an exquisite little town and well known. We wanted to help this become a successful endeavor, and bring history back. What really pleased us is we had the land rented already, but when the renter heard about this project, he was all for it. I'm really excited about it. I'm happy Phil was able to talk to Nic in the early stages before he passed away. He was all for this.”

Tom Sarbacker jokes that Mink should name it the “Roethlisberger parking lot” in honor of the land they sold.

Small ambitions

Tom Sarbacker and his wife Vicki raised four sons and a daughter on their Range Trail dairy farm just north of Paoli, not far from where Tom grew up as one of one of 11 children farming with his dad.

Despite founding the 165-acre farm in 1983, they still only have 65 cows. One of the Sarbacker sons, Joe, owns half of those cows with his wife Sarah.

Initially, Mink approached the Sarbackers just interested in learning more history about the nearby creamery. Tom not only got butter from there as a kid, but his dad sold milk to the factory, and Tom helped mow the lawn of the building when he was a little boy.

That conversation led to another – would the Sarbackers be interested in selling some of their milk to Seven Acre Dairy Company for its future butter and ice cream production? They said yes.

“It’s pretty cool that the dairy production that ended 40 years ago will now go back there,” Sarbacker said. “I don’t know what will happen, or how this will turn out, it’s just neat to see a little town like this come full circle. The buildings in other little towns are disintegrating, but out here everyone seems to have a concern with preventing that.”

The Sarbackers are happy to maintain a small herd of cows at their business, Fischerdale Holsteins. Tom said he’s never seen the purpose of family-owned dairy farms becoming big.

“It gets to be so massive, you’re managing people, not cows,” he said.

“Dairy farming is not a job, it’s a lifestyle that we believe in,” Vicki added. “It’s a lot of work, so we don’t get to go to a lot of places.”

The Sarbackers, with such a small farm, weren’t hurting for a new place to sell their milk, Tom said, but they were excited to be part of an opportunity that would reconnect them with their Paoli roots.

They currently sell all their milk to Baraboo-based Foremost Farms, a dairy cooperative owned and controlled by the dairy farmers who produce the milk used.

They won't be adding any cows to their herd to supply Seven Acre, they are just diverting some of that milk away from Foremost.

Initially, three out of the 14 weekly milking will now be diverted to Seven Acre Dairy, or roughly one and a half days' worth of milk each week.

“We're hoping it grows,” Tom said. “Foremost has been very receptive.”

During a groundbreaking event outside the Paoli Road building on April 29, the crowd was tickled by Mink's catchline that most people are going to travel further to eat Seven Acre Dairy's ice cream and butter than the milk itself that produces those goods.

Mink has not only tapped into local landowners and farmers, but he is also joining forces with another local dairy producer – Landmark Creamery in Paoli – owned by Anna Thomas Bates and Anna Landmark. Those two women are set to help Mink's dreams launch, as the future company's chief dairy officers.

“We're getting to know them, they're very knowledgeable, they're a big link,” Tom said. “They know what they're doing, we know what we're doing, we're honored to be a part of it.”

“Watching it unfold and come alive is so intriguing,” Vicki added.

Reporter Neal Patten can be reached at npatten@wisconsinmediagroup.com

MORE INFORMATION



Dairy-ing to dream big: \$10 million project will bring boutique hotel, local creamery to Paoli

Paoli creamery delivers the goods

Low milk prices, reduced production hurting local dairy farmers

Paoli trio receives Holstein awards

Paoli Fireballs commemorate 60 years of caring, sharing, creating leaders

Dane County Fair cancellation hits home for 4-H families

New Paoli Farmers' Market will continue through October

A cream(ery) come true

Written By

Neal Patten

npatten@wisconsinmediagroup.com |

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: _____

TOWN OF VERONA

TO: Town Board of Supervisors

DATE: June 30, 2022

FROM: W. Christopher Barnes, Public Works Director

SUBJECT: Approval of the Town of Verona portion of the 2023 Dane County Natural Hazard Mitigation Plan

The requirement for mitigation planning is set in the Disaster Mitigation Act of 2000. The requirements for local mitigation plans are codified in Title 44 Code of Federal Regulations (CFR) §201.6 and are administered by FEMA. FEMA outlines its requirements in the Local Mitigation Planning Handbook. This is the process Dane County followed for the 2023 Natural Hazard Mitigation Plan (NHMP) update.

Briefly, the update consisted of a number of steps:

1. Establish a local steering committee
2. Review the 2017 Town portion of the Dane County NHMP
3. Perform a risk assessment for natural disasters in the Town
4. Develop a Mitigation strategy for the various risks
5. Hold a public hearing to gather comments on the draft plan and proposed mitigation strategies
6. Develop costs and implementation timelines for the various mitigation strategies
7. Adopt a resolution of support for the final version of the NHMP as amended by Dane County

The local steering committee for the Town consisted of the Public Works Committee, which met on August 24, 2021 to review the 2017 plan and determine what significant natural hazards risks were probable in the Town. These risks were compiled and in October of 2021 the steering committee developed strategies to address these recognized risks. On December 7, 2021. The Town held a public hearing to hear comments and input on the proposed plan and respond to the Dane County with a final draft NHMP. Since December, Dane County has been in contact with FEMA and has now received the endorsement of FEMA on the County-wide plan. The final step is for the local governments to adopt a resolution support for the final plan and convey the resolution to the County for inclusion in the final plan Document.



Dane County Natural Hazard Mitigation Plan

Town of Verona Annex
Summer 2022

Town of Verona Annex

This annex is a part of the Dane County Natural Hazard Mitigation Plan (DCNHMP). The DCNHMP contains additional information to support the Federal Emergency Management Agency's (FEMA) recognition of the plan (including this annex) as the formal natural hazard mitigation plan for the county and participating local governments. This annex will be valid for as long as FEMA approves the DCNHMP. The strategies adopted in this annex are designed to guide community efforts to reduce risks from natural hazards. These strategies work in conjunction with neighboring communities and Dane County government to reduce risks from natural hazards.

COMMUNITY PROFILE

The Town of Verona is located in the Southwest quadrant of the County, north of the Town of Montrose, east of the Town of Springdale, west of the City of Fitchburg, and south of the City of Madison. The land use is dominated by agriculture and woodlands, and dispersed one, two, and multifamily homes. According to the United States Census Bureau, the Town of Verona has a total area of 29.35 square miles, 29.31 square miles of it is land and .04 square miles is water.

As of 2020, the Town of Verona has 797 households, with an average of 2.69 people per household. The municipal population data provided by the American Community Survey, a product of the US Census Bureau, indicates that the 2019 population estimates for the Town of Verona is 1,816 people. Table 1 shows the population profile by age for Town of Verona.

Table 1 Population Profile of Town of Verona, Dane County

Category	Number	Percent
Total population	1,816	100%
Under 5 years	117	6.4%
5 to 9 years	113	6.2%
10 to 14 years	157	8.6%
15 to 19 years	67	3.7%
20 to 24 years	59	3.2%
25 to 29 years	41	2.3%
30 to 34 years	97	5.3%
35 to 39 years	113	6.2%
40 to 44 years	106	5.8%
45 to 49 years	124	6.8%
50 to 54 years	141	7.8%
55 to 59 years	176	9.7%
60 to 64 years	137	7.5%
65 to 69 years	127	7.0%
70 to 74 years	78	4.3%
75 to 79 years	60	3.3%
80 to 84 years	60	3.3%
85 years and over	43	2.4%

Data Source: 2019 ACS Estimates - U.S. Census

Growth & Development Trends

Table 2-3 illustrates how the entire Town of Verona has grown in terms of population and number of households between 2010 and 2020. Housing data is up to year 2020 due to data availability. Table 2-3 is drawn from the Wisconsin Department of Administration.

Table 2 Town of Verona Change in Population and Households, 2010-2020

2010 Population	2020 Population	Percent Change (%) 2010-2020	2010 # of Households	2020 # of Households	Percent Change (%) 2010-2020
1,948	2,025	3.9%	746	797	6.83%

Data Source: Demographic Services Center, Wisconsin Department of Administration

Table 3 Town of Verona Population Projections, 2020-2040 1.95

Population Projection	2020	2025	2030	2035	2040
Increase by half of percent of change (3.9%/2) every 5 years	2,025	2,064	2,104	2,145	2,186

Data Source: Demographic Services Center, Wisconsin Department of Administration, 2021

Note: Population estimates offered by the U.S. Census Bureau's American Community Survey may differ from the WDOA data, due to sourcing, margin of error, and data availability.

Population Summary

Tables 4-7 illustrates key population demographics within the Town of Verona. Key demographics include: (1) Disability Characteristics, (2) Federal Income Poverty Levels, (3) Educational Attainment, and (4) Household Language with English Speaking Capabilities. Due to data availability, all key demographic information has been provided by the American Community Survey (ACS) 2019 estimates. The ACS is a self-reported survey and may include total sample size differences and statistical margin of error.

Table 4 Town of Verona, Dane County – Disability Characteristics by Detailed Age

Category	Number	Percent
Total of Residents with Self-Identified Disabilities	318	100%
With a hearing difficulty	46	14.5%
Population under 18 years	0	-
Population 18 to 64 years	21	-
Population 65 years and over	25	-
With a vision difficulty	37	11.6%
Population under 18 years	0	-
Population 18 to 64 years	22	-
Population 65 years and over	15	-
With a cognitive difficulty	43	13.5%
Population under 18 years	4	-
Population 18 to 64 years	30	-
Population 65 years and over	9	-
With an ambulatory difficulty	82	25.8%
Population under 18 years	0	-
Population 18 to 64 years	31	-
Population 65 years and over	51	-
With a self-care difficulty	51	16.0%
Population under 18 years	0	-
Population 18 to 64 years	24	-
Population 65 years and over	27	-
With an independent living difficulty	59	18.5
Population 18 to 64 years	31	-
Population 18 to 34 years	12	-
Population 65 years and over	28	-

Data Source: 2019 ACS Estimates - U.S. Census

Table 5.1: Town of Verona, Dane County – Federal Income Poverty Levels (FIPL) by Families Summary

Note: Use table 5.2 to interpret table 5.1:

5.1 identifies the *total number of families* (regardless of size) by percentage.

5.2 identifies *family size* in relation to annual family income and the percentage category of the FIPL.

Category	Number of Families
50 percent of poverty level	0
125 percent of poverty level	0
150 percent of poverty level	4
185 percent of poverty level	18
200 percent of poverty level	25
300 percent of poverty level	79
400 percent of poverty level	143
500 percent of poverty level	201

Data Source: 2019 ACS Estimates - U.S. Census

Table 5.2: Town of Verona, Dane County – Annual Federal Income Poverty Level Guide

Family Size	50%	100%	125%	150%	185%	200%	300%	400%	500%
1	\$6,440	\$12,880	\$16,100	\$19,320	\$23,828	\$25,760	\$38,640	\$51,520	\$64,400
2	\$8,710	\$17,420	\$21,775	\$26,130	\$32,227	\$34,840	\$52,260	\$69,680	\$87,100
3	\$10,980	\$21,960	\$27,450	\$32,940	\$40,626	\$43,920	\$65,880	\$87,840	\$109,800
4	\$13,250	\$26,500	\$33,125	\$39,750	\$49,025	\$53,000	\$79,500	\$106,000	\$132,500
5	\$15,520	\$31,040	\$38,800	\$46,560	\$57,424	\$62,080	\$93,120	\$124,160	\$155,200
6	\$17,790	\$35,580	\$44,475	\$53,370	\$65,823	\$71,160	\$106,740	\$142,320	\$177,900

Data Source: dhs.wisconsin.gov

Table 6: Town of Verona, Dane County – Educational Attainment by Householders

Category	Number	Percent
Total of Householders	527	100%
Less than high school graduate	0	0.0%
High school graduate (includes equivalency)	98	18.6%

Some college, associate's degree	107	20.3%
Bachelor's degree or higher	322	61.1%

Data Source: 2019 ACS Estimates - U.S. Census

Table 7: Household Language & English Speaking Capabilities

Category	Number	Percent
Total of Households	685	100%
English only	632	92.3%
Spanish:	23	-
Limited English speaking household	4	-
Not a limited English speaking household	19	-
Other Indo-European languages:	17	2.5%
Limited English speaking household	0	-
Not a limited English speaking household	17	-
Asian and Pacific Island languages:	9	1.3%
Limited English speaking household	0	-
Not a limited English speaking household	9	-
Other languages:	4	0.6%
Limited English speaking household	0	-
Not a limited English speaking household	4	-

Data Source: 2019 American Community Survey

Note: Population estimates offered by the U.S. Census Bureau's American Community Survey may differ from the WDOA data, due to sourcing, margin of error, and data availability.

Asset Inventory

Assets include the people, property, and critical facilities within the Town of Verona that are exposed to hazards in general. Inventories of property, essential infrastructure, and natural, cultural or historic resources help provide a comprehensive picture of the community and provide a method of assessing exposure to hazards by establishing the improved and total values, capacities and populations for these assets. It also forms the basis for estimating potential losses, where possible.

General Property

Table 8 Property Exposure Summary

Property Type	Parcel Count	Improved Land Count	Improved Land Value (\$)	Content Value (\$)	Total Value (\$)
Total	1,701	1,678	385,760,000	192,880,000	578,640,000
Agriculture	393	393	74,278,000	37,139,000	111,417,000
Industrial	47	47	10,898,200	5,449,100	16,347,300
Residential	1,178	1,178	289,498,600	144,749,300	434,247,900
Transportation	2	2	100,000	50,000	150,000
Utility	8	0	0	0	0
Commercial	37	31	10,324,700	5,162,350	15,487,050
Other	23	18	201,500	100,750	302,250
Institutional/ Governmental	13	9	459,000	229,500	688,500

Data Source: Dane County Land Information Office, December 2021

Critical Facilities

The Town of Verona has identified the critical facilities important to protect from disaster impacts. These are collected in Table 9. Table 9 is based on GIS data inventories from Dane County and information gathered from the Town. No further supplemental data was provided by the community through the Data Collection Guide.

Table 9 Critical Facility Summary/Essential Infrastructure

Facility	Type*	No. of Facilities	Replacement Value (\$)
Badger Prairie Health Care Center	EI	1	N/A
Badger Prairie Needs Network	EI	1	N/A
Madison Metro Sewerage District Pump Station #12	EI	1	N/A
Bridge B-13-335	EI	1	1,000,000
Bridge B-13-617	EI	1	1,000,000
Bridge B-13-785	EI	1	1,000,000
Bridge B-13-363	EI	1	1,000,000
Bridge B-13-434	EI	1	1,000,000
Bridge B-13-487	EI	1	1,000,000
Bridge B-13-053	EI	1	1,000,000
Bridge B-13-383	EI	1	1,000,000
Bridge B-13-486	EI	1	1,000,000
Bridge P-13-183	EI	1	1,000,000
Town of Verona Hall and Office	VF	1	\$3,000,000
Town of Verona Public Works Garage building and Equipment	EI	1	\$1, 500,000
Wisconsin Power and Light Substation	EI	1	N/A
Mt. Vernon Tele. (TDS) Cellular Tower	EI	1	N/A
Dane County Cellular Tower	EI	1	N/A
Dane County Microwave Tower	EI	1	N/A
U.S. Cellular Tower	EI	1	N/A
Entercom Tower	EI	1	N/A
Town of Verona Public Works Tower	EI	1	\$5,000
Verona Airport	VF	1	N/A
Sugar Ridge Airport	VF	1	N/A
345 KV ATC transmission Line	EI	1	N/A
69/138 KV ATC Transmission Line	EI	1	N/A
*EI: Essential Infrastructure; VF: Vulnerable Facilities; HM: Hazardous Materials Facilities			

Data Source: 2021 Town of Verona Data Collection Guide

Other Assets

Other assets help define a community beyond the current composition of the Town of Verona. These assets may provide economic benefit to the community, in addition to preserving the heritage and diversity of the community and may include natural, cultural and historic assets or economic assets such as major employers. It may also include more specific detail on critical facilities. The Town of Verona has not identified any other assets.

VULNERABILITY ASSESSMENT

A hazard identification and vulnerability analysis was completed for the Town of Verona using the same methodology in the County's base plan. The information to support the hazard identification and risk assessment for this Annex was collected through a Data Collection Guide, which was distributed to each participating municipality to complete.

The first step in a hazard analysis is to identify which hazards the community is vulnerable to. Table 10 outlines the hazard identification for the Town of Verona based on the Data Collection Guide issued in 2021. The Data Collection Guide listed all of the hazards that could impact Dane County. The purpose of this worksheet was to identify and rank the hazards and vulnerabilities specific to the jurisdiction. Brooklyn's planning team members were asked to complete the matrix by ranking each category on a scale of 0 to 5 based on the experience and perspective of each planning team member. A ranking of 0 indicated "no concern" while a ranking of 5 indicated "highest concern." This matrix appears as Table 10. This matrix reflects the significance of the hazards relative to one another as perceived by the Example's planning team.

This matrix reflects that the Town of Verona is most vulnerable to winter storms, expansive soils, tornadoes, and floods. The vulnerability established here is a qualitative assumption based on the impacts, geographic extent, probability of future occurrence, and magnitude/severity.

Table 10: Vulnerability Assessment Matrix for the Town of Verona

Name of Jurisdiction: <u>Town of Verona</u>										
Hazard	Hazard Attributes			Impact Attributes						Total of Row Values
	Area of Impact	Past History, Probability of Future Occurrence	Short Term Time Factors	Primary Impact (Short Term - Life and Property)			Secondary Impact (Long Term – Community Impacts)			
Impact on General Structures				Impact on Critical Facilities	Impact on At-Risk Populations	Social Impact	Economic Impact	Severity Of Other Associated Secondary Hazards		
	(1-5)	(1-5)	(1-5)	(0-5)	(0-5)	(0-5)	(0-5)	(0-5)	(0-5)	
Dam/Levee failure	1	1	1	0	0	0	0	0	0	3
Extreme Cold	5	3	4	2	2	4	2	2	2	26
Extreme Heat	5	4	4	2	2	4	2	2	2	27
Drought	5	2	3	1	1	2	2	4	3	23
Expansive soils	5	2	1	3	3	1	1	2	2	20
Flood	5	5	3	3	4	4	3	4	4	35
Fog	2	1	5	1	1	2	2	2	1	17
Hail Storm	2	2	4	1	3	2	1	4	1	20
Landslide	1	1	1	1	1	1	1	1	1	9
Lightning	5	5	5	1	4	2	2	3	2	29
Tornado	4	4	5	2	2	4	3	5	2	31
Wildfire	1	1	3	1	1	1	1	1	1	11
Windstorm	4	4	5	2	2	4	3	5	2	31
Winter Storm	5	5	5	3	3	5	4	3	2	35

Vulnerability to Specific Hazards

This section details vulnerability to specific hazards, where quantifiable, and where it differs from that of the overall County. The previous inventory tables quantify what is exposed to the various hazards within Town of Verona. Table 11 cross-references the hazards with the various tables where exposure or vulnerability specifics are found. The intent of Table 6 is to quantify, where possible, future impacts of each hazard on the jurisdiction. In many cases it is difficult to estimate potential losses, so the overall exposure of populations, structures, and critical facilities is referenced.

Table 11 Hazard Vulnerability Specifics

Hazard	Populations	Structures	Critical Facilities	Future Damage Potential
Dam Failure	None	None	None	Specifics unknown; See hazard profile in County Plan
Drought	Moderate	Minimal	Minimal	Specifics unknown; See hazard profile in County Plan
Flooding	See Tables 13-14 below	See Tables 13-14 below	See Tables 13-14 below	See Tables 13-14 below
Fog	Moderate	Minimal	Minimal	Specifics unknown; See hazard profile in County Plan
Hailstorm	Moderate	Minimal	See Critical Facility Inventory Table(s)	Specifics unknown; See hazard profile in County Plan
Landslide/ Sinkholes/ Erosion	Minimal	Minimal	Minimal	Specifics unknown; See hazard profile in County Plan
Lightning	Moderate	Minimal	See Critical Facility Inventory Table(s)	Specifics unknown; See hazard profile in County Plan
Severe Cold	See Tables 4-7 Population	Moderate	Moderate	Specifics unknown; See hazard profile in County Plan
Severe Heat	See Tables 4-7 Population	Moderate	Moderate	Specifics unknown; See hazard profile in County Plan
Winter Storm	See Tables 4-7 Population	See Property Exposure table 8	See Critical Facility Inventory Table(s)	Specifics unknown; See hazard profile in County Plan
Tornado	See Table 15 below	See Table 15 below	See Table 15 below	See Table 15 below
Wildfire	Minimal	Minimal	Minimal	Specifics unknown; See hazard profile in County Plan
Windstorm	See Tables 4-7 Population	Moderate	Moderate	Specifics unknown; See hazard profile in County Plan

Data Source: 2021 Town of Verona Data Collection Guide – Prepared by DCEM

Previous Hazard Events

Through the Data Collection Guide, the Town of Verona noted specific historic hazard events to include in the community profile. These events have been incorporated into the appropriate hazard chapters in the main mitigation plan. These events had a particular impact on the community beyond the impacts and events recorded in the Dane County Hazard Mitigation Plan. This is not a comprehensive summary of past incidents, as the hazard profiles collected in the main Mitigation Plan include other events that may have historically impacted the jurisdiction. The events noted by this jurisdiction in the Data Collection Guide include:

Town of Verona Historic Natural Hazards

Table 12 Town of Verona Historic Natural Hazards

Natural Hazard	Date	Impacted Structures	Comprehensive Harm to Jurisdiction	Other reported Losses (Fiscal reports, programs, etc.)	Comments
Flood	08/27-29/2018	Multiple Impacted Structures	Approx. 11 inches of rainfall over a 12-hour period resulting in severe flooding and damage. Flooding of Sugar River resulted in 3 days of road closures.	N/A	N/A
Flood	03/12-15/2019	Multiple Impacted Structures	6-inch rainfall on melting snow and caused localized Flooding.	Culvert replacement on Country view road, erosion of pavement shoulder at bridge crossings Replacement cost \$8,500.	N/A
Wind Storm	07/29/2021	N/A	15 downed trees and limbs in the right of way.	N/A	N/A

Data Source: 2021 Town of Verona Data Collection Guide

Flood Hazard

Structures and Properties in the Floodplain

Refer to the flood profile in the mitigation plan for a description of the methodology used to identify potentially flood-prone properties. Figure 1 shows mapped floodplains, future growth areas, and critical or vulnerable facilities. Tables 13 and 14 outline the primary structures on them within the Town of Verona, Dane County. Potential number of individuals at risk figures are based on primary residential structures and the average household size within Dane County (2.37 people as of 2021). Estimated loss potentials for all structures on the floodway can be found within section 4.6 in chapter 4 of the county plan.

Table 13 Primary Structures in the 100 Year Floodplain

Residential Structures in 100 yr. Floodway	Non-Residential Structures in 100 yr. Floodplain	Total Structures in 100 yr. Floodplain	Potential # of People at Risk in 100 yr. Floodplain	Total Assessed Values (\$) of Structures in 100 yr. Floodplain
7	1	8	17	\$1,046,104

Source: Analysis based on Dane County Land Information Office Data

Table 14 Primary Structures in the 500 Year Floodplain

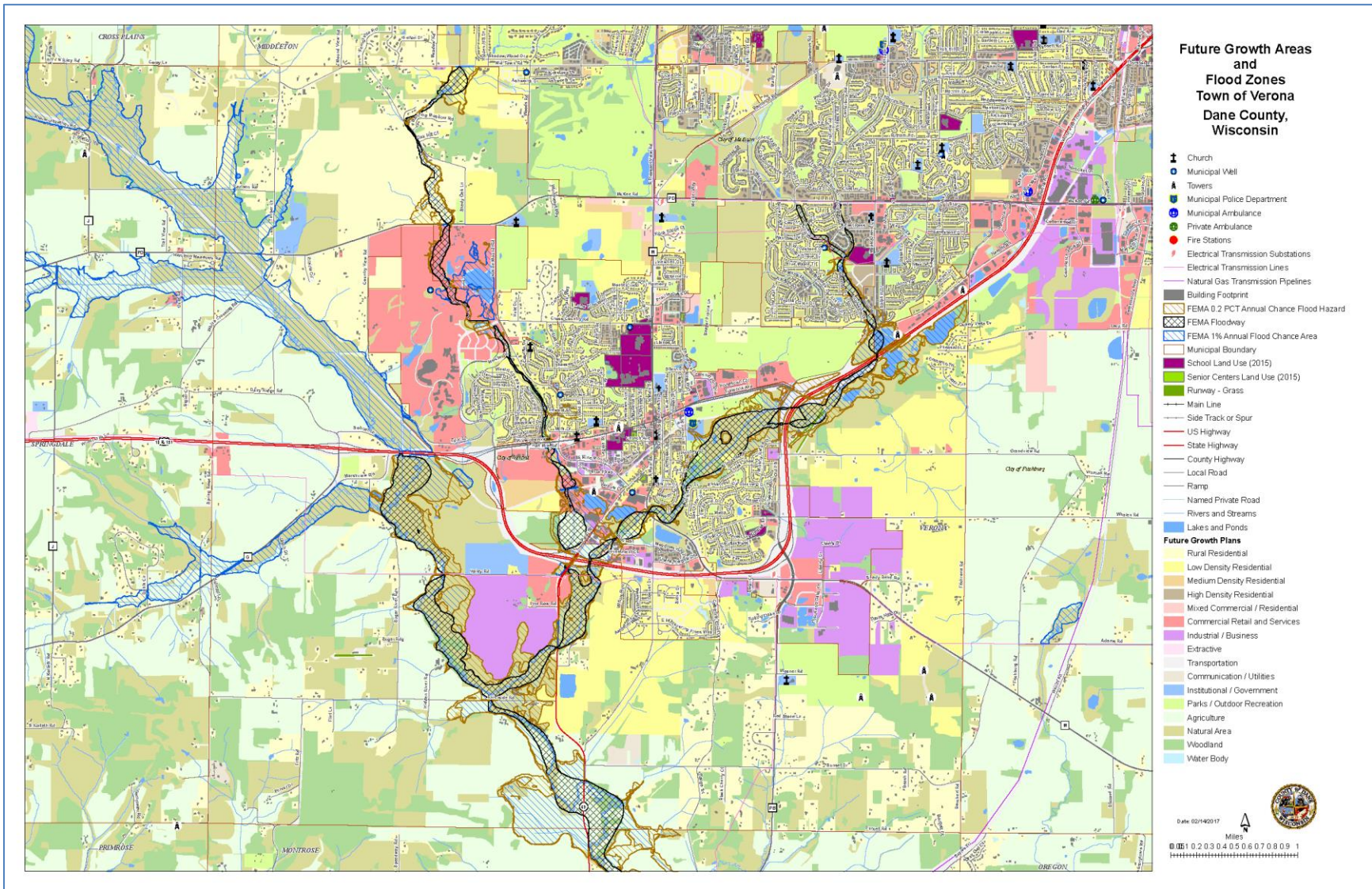
Residential Structures in 500 yr. Floodway	Non-Residential Structures in 500 yr. Floodplain	Total Structures in 500 yr. Floodplain	Potential # of People at Risk in 500 yr. Floodplain	Total Improved Values (\$) of Structures in 500 yr. Floodplain
8	3	11	19	\$609,107

Source: Analysis based on Dane County Land Information Office Data

Repetitive Loss Properties and Flood Insurance Policies

- Repetitive loss properties have not been reported in the Town of Verona, Dane County.
- The Town of Verona has 0 flood insurance policies in force within Dane County.

Figure 1 Flood Hazards and Future Land Use Map



Tornado

While it is difficult to estimate specific losses to a tornado due to the random nature of the event, a methodology was developed that was applied to each jurisdiction during the 2023 update. The table below estimates the percent area of the jurisdiction that could be impacted based on the average sized tornado (F2) in Dane County. High value exposure is based on 100% loss, medium 50% loss, and low is 25% loss to the property potentially impacted. The loss ratio, which is the ratio of the damaged building value to total exposed building value, is a measure of the impact to the jurisdiction as a whole. Communities with loss ratios 10% or more may have difficulty recovering from a disaster. Refer to the tornado hazard profile in the main mitigation plan for more details on this methodology.

Table 15 Tornado Loss Estimate

% Area impact	Improved Parcel Count	Affected Structure Estimate	Total Exposed Value (\$)	Estimated Loss \$ (High Damage Range)	Estimated Loss \$ (Moderate Damage Range)	Estimated Loss \$ (Low Damage Range)	Loss Ratio for Moderate Damage Range
3.51%	1,678	58	578,640,000	20,339,141	10,169,570	5,084,785	2%

Data Source: Analysis Based on Dane County Land Information Office’s data

Problems or Additional Vulnerability Issues

The Town of Verona’s Data Collection Guide issued in 2021 listed:

- **Average Depth of 100-Year Floodplain:**
 - 1 Foot.
- **Growth Trends:**
 - The Town of Verona continues to grow at a modest rate with approximately 15 new homes per year. Zoning is predominately agricultural and rural residential. No viable commercial or Industrial development areas exist in the Town. Residential areas are located above and out of the regulatory floodplain areas and contain internal storm water controls designed to minimize localized flooding. And provide flood routing away from building and developed areas.

CAPABILITY ASSESSMENT

Capabilities are the programs and policies currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. This capabilities assessment summarizes regulatory mitigation capabilities, administrative and technical mitigation capabilities, and fiscal mitigation capabilities for the Town of Verona.

Mitigation Capabilities Summary

Table 16 lists planning and land management tools typically used by local jurisdictions to implement hazard mitigation activities, or by themselves contribute to reducing hazard losses. The table also indicates which of these tools are currently utilized in the Town of Verona.

Table 16 Town of Verona Regulatory Mitigation Capabilities

Regulatory Tools (ordinances, codes, plans)	Yes/No	Comments
Existing Natural Hazard Mitigation Plan	Yes	N/A
General or Comprehensive plan	Yes	N/A
Zoning ordinance	No	Dane County – Ch. 10 https://www.countyofdane.com/documents/pdf/ordinances/ch010-01-31-20.pdf
Subdivision ordinance	Yes	N/A
Growth management ordinance	No	N/A
Shoreland / wetland zoning ordinance	No	Dane County – Ch. 11 https://www.countyofdane.com/documents/pdf/ordinances/ord011.pdf
Floodplain zoning ordinance	No	Dane County – Ch. 17 https://www.countyofdane.com/documents/pdf/ordinances/ch017--rev.-103120-.pdf
FEMA / NFIP Community Rating System	No	N/A
Other special purpose ordinance (stormwater, steep slope, wildfire)	No	N/A
Building code	Yes	N/A
Fire department ISO rating	Yes	N/A
Climate change Impact program	No	N/A
Erosion or sediment control program	No	Dane County – Ch. 14 https://www.countyofdane.com/documents/pdf/ordinances/ord014.pdf
Stormwater management program	No	Dane County – Ch. 14 https://www.countyofdane.com/documents/pdf/ordinances/ord014.pdf
Site plan review requirements	Yes	N/A

Regulatory Tools (ordinances, codes, plans)	Yes/No	Comments
Capital improvements plan	Yes	N/A
Economic development plan	No	N/A
Local emergency operations plan	Yes	N/A
Other special plans	No	N/A
Flood insurance study or other engineering study for streams	No	N/A
Elevation certificates (for floodplain development)	No	Dane County – Ch. 17 https://www.countyofdane.com/documents/pdf/ordinances/ch017--rev.-103120-.pdf
Climate Action Plan	No	N/A

Data Source: Town of Verona Data Collection Guide, 2021

Table 17 identifies the personnel responsible for mitigation and loss prevention activities as well as related data and systems in the Town of Verona.

Table 17 Responsible Personnel and Departments for the Town of Verona

Personnel Resources	Yes/No	Department/Position	Comments
Planner/engineer with knowledge of land development/land management practices	Yes	Town Planner/Administrator	N/A
Engineer/professional trained in construction practices related to buildings and/or infrastructure	Yes	Director of Public Works	N/A
Planner/engineer/scientist with an understanding of natural hazards	Yes	Director of Public Works	N/A
Personnel skilled in GIS	No	N/A	MSA Engineers
Full time building official	No	N/A	Part Time
Personnel skilled in Climate resilience	Yes	Town Planner/Administrator	
Floodplain manager	No	N/A	Dane County
Emergency manager	No	N/A	Dane County
Real estate acquisition personnel		N/A	N/A
Grant writer	Yes	Town Planner/Administrator	N/A
Other personnel		N/A	N/A
GIS Data Resources (Hazard areas, critical facilities, land use, building footprints, etc.)	Yes	Director of Public Works	N/A

Warning Systems/Services (Reverse 9-11, cable override, outdoor warning signals)	No	N/A	Dane County, City of Verona, City of Fitchburg
Other	Yes	Planning Commission Emergency Management Committee Town Board Supervisors	N/A

Data Source: Town of Verona Data Collection Guide 2021

Table 18 identifies financial tools or resources that the Town of Verona could potentially use to help fund mitigation activities.

Table 18 Financial Resources for the Town of Verona

Financial Resources	Accessible/Eligible to Use (Yes/No)
Community Development Block Grants	No
Capital improvements project funding	Yes
Authority to levy taxes for specific purposes	Yes
Dedicated funding for land, easement or conservation easement acquisition	No
Fees for water, stormwater, sewer, gas, or electric services	Yes
Impact fees for new development	No
Incur debt through general obligation bonds	Yes
Incur debt through special tax bonds	Yes
Incur debt through private activities	No
Withhold spending in hazard prone areas	No

Data Source: Town of Verona Data Collection Guide

Additional Capabilities

The Town of Verona identified the following as past or ongoing public education or information programs:

- Valley Road Bridge Replacement (2023) to reduce flooding impact/damage.
- Fitchrona Road/Goose Lake Storm Drainage Study to mitigate flooding to Fitchrona Road and regulate water levels in Goose Lake.

The Town of Verona compiled the following as a list of on-going duties/projects focused on mitigation activities.

Overall Financial Planning

The Town of Verona has reserve funds equivalent to one year's operating expenses. While most of these funds are earmarked for specific purposes, the Town Board would have the option of using the funds in a dire emergency. Moreover, the Town of Verona has no debt, allowing great financial flexibility in dealing with a potential crisis.

Equipment

The Town of Verona has a policy to replace snowplow equipment on a rotational basis. Main rolling stock, (snow plow trucks) are replaced based upon age and condition. Four snowplow vehicles are currently available. The town owns a John Deere front end loader and a Case tractor both with snow removal capabilities.

Sanitary Sewer

The sanitary sewer system of the town consists of approximately 115 customers and is cleaned and televised on a 3-year rotating basis. Emergency response is available through agreement with McCann's sewer service, Oregon, WI, as well as local excavating contractors. Repairs are completed for a section following the televising so that they can be accurately budgeted. Special Charges are added to property tax bills for those within this Utility District with public sewerage service to cover operating costs and to maintain a capital reserve (current reserves for repair/replacement are approximately \$100,000). This routine of televising and repair minimizes the risk of infiltration/inflow, overflow, and backup events that could compromise the efficiency of the system and/or put public health at risk.

Roads and Private Driveways

The Town of Verona Public Works Department staff reviews town road paving, ditching, shoulders, signage, culverts, and bridges on an annual basis. The ratings, in turn, determine future maintenance/reconstruction/replacement and budgeting. In addition to funding improvements through property taxes, Department of Transportation aids based on mileage, shared revenue payments from the Wisconsin Department of Revenue, and Local Road Improvement Program grants and Town Road Improvement Discretionary grants are sought and used. The Town reviews its right-of-way on a regular basis and contracts for tree trimming/removal that present a potential safety issue to the public.

In 2017, the Town of Verona Driveway Ordinance was amended to accommodate modern firefighting apparatus including hammerhead turnarounds near rural residences, updating minimum standards for driveway construction, trimming of trees adjacent to drives, and detailed standards for sightlines and flares where driveways intersect Town roads.

Stormwater

The Town of Verona and City of Fitchburg worked collaboratively in 2020 to study and analyze road flooding along Fitchrona road near US 18/1515 and proposed mitigation strategies to minimize flooding of the road and the adjacent Goose Lake. Flooding is caused by increasing runoff from developed area in the watershed and increased rainfall intensities. Solutions include improving the outlet of Goode Lake and providing constructed channel connection to Badger Mill Creek.

Fire and EMS

In 2014, the Town of Verona and City of Verona dissolved a shared fire district. The Town now contracts for services through the City of Verona and has a 30-year commitment to the capital fund to maintain and replace emergency equipment. In 2015, the City of Verona built a new fire station to house the Fire Department staff and equipment as well as to provide a satellite location for the regional emergency management service, Fitch-Rona EMS. Likewise, the Town of Verona's contract with the Fitch-Rona EMS includes a commitment to capital costs to maintain and replace equipment.

Town Office and Public Works Facilities

In 2017 the town completed construction The design of the new facilities allows all public works equipment to be stored inside to prolong the life of equipment and reduce the time for it to be available in the event of an emergency. Furthermore, area is available at the facility for storage of downed trees and limbs. Ice and snow control materials, salt and sand, are stored in an enclosed salt building and are not subject to weather conditions.

Communications

In 2013, public works mobile, portable, and base radio equipment was modernized to be compliant with new FCC narrow band standards. Likewise, the Town paid its proportionate share to the City of Verona Fire Department and Fitch-Rona EMS for the modernization of their communications equipment including interoperability standards defined by DaneCom. The Town continues to pay its proportionate share for County emergency communications managed by DaneCom.

In 2020 the Town of Verona upgraded its website, web hosting service, and website software. Edits to the website can now be made in real time by office staff. The Town continues to add to listserv recipients who receive regular updates on meetings, local, county, and state developments.

Accommodations and Programs for

The Town of Verona continues to support the local Meals on Wheels program for at-risk seniors; the Town provided start up support to the Badger Prairie Needs Network that is the local food pantry for at-risk families. In addition, the Town has contracted with the Verona Senior Center to provide services to elderly residents and citizen. These provide equitable services to the Town's most vulnerable populations.

Intergovernmental Cooperation

The Town of Verona is in continual conversations with the neighboring jurisdictions of the City of Madison, the City of Verona, the City of Fitchburg, and Dane County. A variety of agreements for road planning and maintenance add to the Town's ability to provide safe transportation in emergency situations. In addition, the Town and City of Verona has worked cooperatively during past emergencies such as the 2014 tornado to address disaster clean-up.

National Flood Insurance Program Participation

The Town of Verona is not currently participating in the National Flood Insurance Program.

Public Involvement Activities

The Town of Verona provided a publically noticed listening session with the Town of Verona Board on December 7, 2021. The listening session was noticed on the Town website. An agenda discussing the draft mitigation strategies was provided. No changes were made to the initial draft mitigation strategies.

MITIGATION STRATEGIES

Below are the identified mitigation strategies developed by the Town of Verona’s NHMP steering committee. Mitigation is defined as a sustained action to reduce or eliminate risk to people and property from hazards and their effects. A *mitigation strategy* is a long-term vision for risk reduction in local jurisdictional or regional planning. A mitigation strategy can be achieved by a list of overall improvements to achieve (goals) that provide direction for community efforts to reduce potential losses identified in the risk assessment.

Strategy #1	Flooding - Prevention	
Prevention	Natural Resource Protection	
Property Protection	Critical Facilities Protection	
Public Education & Awareness	Structural Project	
<p>The Town of Verona has a duty to protect residents from unpredictable hazards, and flooding dangers and risks can be reduced by purchasing vulnerable properties located in the identified flood way and floodplain areas. buying sensitive lands</p> <p>The desired outcome would be an elimination of property damage due to flooding and improved safety to residents by reducing flooding frequencies to roads and bridges.</p>		
Defined steps to achieving this mitigation strategy		
<p>1. Identify properties subject to historical flooding damage</p> <ul style="list-style-type: none"> a. <i>Responsible Party</i> – Town Staff b. <i>Funding source</i> – Municipal Budget <p style="margin-left: 40px;"><i>Completion date</i> –1-2023</p>		
<p>2. Determine if voluntary purchase of properties is desired by the property owner</p> <ul style="list-style-type: none"> a. <i>Responsible Party</i> – Town Board b. <i>Funding source</i> – Municipal Budget <p style="margin-left: 40px;"><i>Completion date</i> –6-2023</p>		

Strategy #1	Flooding - Prevention
	<p>3. Grant writing to FEMA – Pre-Disaster Mitigation Grant Program in order to fund property purchase</p> <ul style="list-style-type: none"> c. <i>Responsible Party</i> – Town Staff d. <i>Funding source</i> – Municipal Budget e. <i>Completion date</i> – Complete within first twelve months of project initiation.
	<p>4. Implementation process/construction after awarded grant is received.</p> <ul style="list-style-type: none"> a. <i>Responsible Party</i> – Private Party Appraisal/Acquisition Contractor b. <i>Funding source</i> – FEMA, Municipal Budget c. <i>Completion date</i> – 2-3 years after project initiation.

Strategy #2	Flooding – Critical Facilities Protection	
Prevention	Natural Resource Protection	
Property Protection	Critical Facilities Protection	
Public Education & Awareness	Structural Project	
<p>The Town of Verona has a duty to protect residents from unpredictable hazards, and flooding dangers and risks can be reduced by purchasing an emergency engine driven centrifugal trash pump.</p> <p>The desired outcome would be the ability to quickly and effectively pump water from culverts and storm sewers that are at or over design capacities during and after a storm event. This strategy would and improved safety to residents by reducing flooding frequencies to roads and bridges.</p>		
Defined steps to achieving this mitigation strategy		
<p>1. Identify areas subject to flooding which could be relieved by pumping</p> <ul style="list-style-type: none"> a. <i>Responsible Party</i> – Town Staff b. <i>Funding source</i> – Municipal Budget <p style="padding-left: 40px;"><i>Completion date</i> –1-2023</p>		
<p>2. Determine if available pump systems would be effective for specific rainfall events</p> <ul style="list-style-type: none"> f. <i>Responsible Party</i> – Town Board g. <i>Funding source</i> – Municipal Budget <p style="padding-left: 40px;"><i>Completion date</i> –6-2023</p>		
<p>3. Grant writing to FEMA – Pre-Disaster Mitigation Grant Program in order to fund property purchase</p> <ul style="list-style-type: none"> h. <i>Responsible Party</i> – Town Staff i. <i>Funding source</i> – Municipal Budget j. <i>Completion date</i> – Complete within first twelve months of project initiation. 		

Strategy #2	Flooding – Critical Facilities Protection
<p>4. Implementation process/construction after awarded grant is received.</p> <ul style="list-style-type: none"> d. <i>Responsible Party</i> – Town Staff/ Pump Vendor e. <i>Funding source</i> – FEMA, Municipal Budget f. <i>Completion date</i> – 1 year after project initiation. 	

Strategy #3	Winter Storm - Prevention	
Prevention		Natural Resource Protection
Property Protection		Critical Facilities Protection
Public Education & Awareness		Structural Project
<p>The Town of Verona has a duty to protect residents from unpredictable winter storm hazards, and additional snow equipment to apply brine (water and salt mixture) distribution to road would be an effective means of addressing snow and ice conditions. Additionally, areas subject to drifting could be protected by installation snow fencing.</p> <p>The desired outcome would be a preventive method of mitigating snow drifting and applying material to minimize snow and ice buildup and improve winter road safety for vehicles and other road users while decreasing the amount of pure salt applied to the road network.</p>		
Defined steps to achieving this mitigation strategy		
<p>5. Identify hazardous and problematic road areas which could benefit from brine application and/ or snow fencing.</p> <p>a. <i>Responsible Party</i> – Town Staff</p> <p>b. <i>Funding source</i> – Municipal Budget</p> <p><i>Completion date</i> – 1-2023</p>		
<p>6. Seek public input on brine application in lieu of/in addition to, salt and sand distribution. Installation of snow fencing in the public right of way or on private property.</p> <p>k. <i>Responsible Party</i> – Town Board</p> <p>l. <i>Funding source</i> – Municipal Budget</p> <p><i>Completion date</i> –6-2023</p>		
<p>7. Grant writing to FEMA – Pre-Disaster Mitigation Grant Program</p> <p>m. <i>Responsible Party</i> – Town Staff</p> <p>n. <i>Funding source</i> – Municipal Budget</p> <p>o. <i>Completion date</i> – Complete within first six months of project initiation.</p>		

Strategy #3	Winter Storm - Prevention
<p>8. Implementation process/construction after awarded grant is received.</p> <ul style="list-style-type: none">g. <i>Responsible Party</i> – Town Staff/ Equipment Vendor/Installation Contractorh. <i>Funding source</i> – FEMA, Town Budgeti. <i>Completion date</i> – 2 years after project initiation.	

Strategy #4	Wind Storm – Structural Project	
Prevention	Natural Resource Protection	
Property Protection	Critical Facilities Protection	
Public Education & Awareness	Structural Project	
<p>The Town of Verona has a duty to protect residents from unpredictable wind storm events and hazards, and a program to remove dead and hazardous trees from the public right of way would provide improved security and safety for residents and other road users by reducing the number of road closures and accidents related to downed trees and utilities.</p> <p>The desired outcome would be a public road network free of recognizable tree hazards and vulnerable utility lines as well as improving emergency response times by minimizing unforeseen road closures.</p>		
Defined steps to achieving this mitigation strategy		
<p>1. Survey locations of hazardous trees and private overhead utilities in the public right of way</p> <ul style="list-style-type: none"> a. <i>Responsible Party</i> – Town Staff/Private Utility Companies b. <i>Funding source</i> – Municipal Budget <p style="padding-left: 40px;"><i>Completion date</i> – 1-2023</p>		
<p>2. Seek public input for removal of trees in the public right of way with respect to esthetics and public safety.</p> <ul style="list-style-type: none"> p. <i>Responsible Party</i> – Town Board q. <i>Funding source</i> – Municipal Budget <p style="padding-left: 40px;"><i>Completion date</i> –12-2023</p>		
<p>3. Grant writing to FEMA – Pre-Disaster Mitigation Grant Program</p> <ul style="list-style-type: none"> r. <i>Responsible Party</i> – Town Staff s. <i>Funding source</i> – Municipal Budget t. <i>Completion date</i> – Complete within first twelve months of project initiation. 		

Strategy #4	Wind Storm – Structural Project
<p>4. Implementation process/construction after awarded grant is received.</p> <ul style="list-style-type: none"> j. <i>Responsible Party</i> – Third Party/Private Contractor/ Utility Companies k. <i>Funding source</i> – FEMA l. <i>Completion date</i> – 2-4 years after project initiation. 	

**Resolution Number 2022-3
Town of Verona**

To Adopt the Town of Verona Annex to the Dane County Natural Hazard Mitigation Plan

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 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 participant in the Dane County Hazard Mitigation Planning Committee, which has established a comprehensive, multi-jurisdictional, Natural Hazard Mitigation Plan to identify natural hazards and develop strategies to mitigate 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 the Town of Verona to the impacts of future disasters to be included in the Town of Verona Annex to the Dane County Natural Hazard Mitigation Plan, and

NOW, THEREFORE, BE IT RESOLVED that,

1. The Town of Verona hereby proposes to accept and approve the Town of Verona Annex to the Dane County Natural Hazard Mitigation Plan; and
2. The Town of Verona will continue to participate in the updating and revision of the Town of Verona Annex to 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 Town of Verona; and
3. On behalf of the 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 July 5, 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 5th day of July 2022.

Teresa Withee, Clerk/Treasurer

Dated _____