



CITY OF VERONA  
111 Lincoln Street  
Verona, WI 53593  
(608) 845-6495  
[veronawi.gov](http://veronawi.gov)

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## COMMON COUNCIL AGENDA

DATE: MONDAY, MAY 11, 2026

TIME: 7:00 PM

LOCATION: COUNCIL CHAMBERS  
111 LINCOLN ST.  
VERONA, WI 53593

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment
5. Approval of the minutes from April 21, 2026 and April 27, 2026 Council Meetings
6. Mayor's Business
  - A. Public Works Appreciation Week Proclamation
  - B. National Police Week Proclamation
  - C. EMS Week Proclamation
  - D. Plan Commission Appointment
  - E. Next Council Meeting: **Tuesday, May 26<sup>th</sup>**
  - F. Update on Fitch-Rona EMS - Chief Patrick Anderson
7. Announcements
8. Administrator's Report
9. Engineer's Report
10. Committee Reports
  - A. **Finance Committee**
    1. Discussion and Possible Action Re: Payment of the bills
    2. Discussion and Possible Action Re: Community Center Elevator Repair
  - B. **Personnel Committee**
    1. Discussion and Possible Action Re: Administrative Policy No. 69 - Communications Policy
    2. Discussion and Possible Action Re: Plan Review Contract (E-Plan Exam)
  - C. **Plan Commission**

1. Discussion and Possible Action Re: Resolution No. 26-014 for a Conditional Use Permit for permanent outdoor display located at 600 Hometown Circle.
2. Discussion and Possible Action Re: Resolution No. 26-015 for a Certified Survey Map to create one (1) lot and three (3) outlots located at 3040 Shady Oak Lane and Ardent Glen Subdivision.
3. Discussion and Possible Action Re: An initial review for an event space located at 221 Horizon Drive.

**D. Public Safety & Welfare Committee**

1. Discussion and Possible Action Re: Application for a Class "B" Fermented Malt Beverage and Reserve "Class B" Intoxicating Liquor License from Ian's Pizza Verona, LLC, d/b/a Ian's Pizza Verona located at 303 W. Verona Ave., Jeffrey Eich, Agent

**E. Public Works, Sewer & Water Committee**

1. Discussion and Possible Action Re: Release of Permanent Limited Easement along new Country View Road right-of-way

**11. New Business**

- A. Discussion and Possible Action Re: Sculpture by Gene Delcourt
- B. Discussion and Possible action Re: Development Agreement Between the City of Verona and Aldi Inc. (Wisconsin)
- C. Discussion and Possible Action Re: Ordinance No. 26-1091 Amending Title 2, Chapter 3, Section 12 of the Code of Ordinances, Municipal Judge Qualifications

- D. Discussion and Possible Action Re: Resolution No. R-26-016 - Ordering a Special Election for Municipal Judge

- E. Discussion and Possible Action Re: Employment Agreement - City of Verona and Judge Bill Weigel

*The Common Council may convene in a closed session for discussion and possible action regarding a Municipal Judge employment agreement as authorized by Section 19.85(1)(c) of the Wisconsin Statutes to consider employment, promotion, compensation or performance evaluation data of any public employee subject to the jurisdiction or authority of the City of Verona. The Common Council may reconvene in open session to discuss and take action on the subject matter discussed in the closed session.*

- F. Discussion and Possible Action Re: Potential property purchase - 308-310 Plympton Street

*The Common Council may convene in closed session as authorized by Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or*

*bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item.*

**G. Discussion and Possible Action Re: Offer to Purchase - 2159 Range Trail, Verona**

*The Common Council may convene in closed session as authorized by Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item.*

**12. Adjournment**

Luke Diaz, Mayor

POSTED: May 8, 2026

Verona City Hall  
Verona Public Library  
Miller's Market

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

The online meeting agenda and all support materials can be found at [www.veronawi.gov](http://www.veronawi.gov). Anyone with questions prior to the meeting may contact the City at (608) 848-9942 or [jaulik@veronawi.gov](mailto:jaulik@veronawi.gov).

**PUBLIC COMMENT SPEAKING INSTRUCTIONS**

**PUBLIC COMMENT INFORMATION:** As permitted by the Wisconsin open meetings law, the Common Council has chosen to list a public comment period on Council meeting agendas to offer an opportunity for valued public comments. The Common Council may not engage in back-and-forth discussion or take formal action during this period. If the item is not currently on the agenda, the Council may consider deferring the subject to a later meeting when specific notice can be given.

**VIRTUAL PUBLIC COMMENTS:** Members of the public can participate in Public Comment by using Zoom via a computer, tablet, or smartphone, or by calling into the meeting using phones, as described immediately below. You will not be able to view the meeting from Zoom. This is only for participating in Public Comment.

Virtual public comments can be given by anyone who is a resident or owns or leases property in the City of Verona. This does not include property that is to be annexed into the City of Verona.

The speaker shall turn on their video camera, if they have one, and speak into their electronic device for attendees to see and hear. The speaker shall verify that members can see and hear them. The speaker can show information on their virtual screen for all to see but must inform the City Staff ahead of the meeting if this will occur when signing up to speak virtually.

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

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/81419823854?pwd=tFUEabXyR5fcZEkcVXARievRptSEtN.1>

747143

Passcode: 335130

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

312 626 6799

Webinar ID: 814 1982 3854

Passcode: 747143

**IN-PERSON PUBLIC COMMENTS:** In-person public comments can be given by anyone (resident or non-resident of the City of Verona). This would include property that is to be annexed into the City of Verona. If speaking in-person, the speaker does not need to sign up to speak prior to the meeting. During the in-person public comment agenda item, the speaker can walk to the podium and must speak into a microphone. The speaker can submit maps or drawings to City Staff one (1) hour prior to the meeting to ensure that these can be shared virtually. The speaker cannot hand out items in the meeting to members or City Staff as these items cannot be clearly seen virtually. Speakers are not required to register to speak.

- **WRITTEN PUBLIC COMMENTS:** You can send comments to the City Council on any matter, either on or not on the agenda, by emailing [jaulik@veronawi.gov](mailto:jaulik@veronawi.gov) or in writing to Common Council, 111 Lincoln Street., Verona, WI, 53593.

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

**CITY OF VERONA**  
**COMMON COUNCIL**  
**ORGANIZATIONAL MEETING**  
**MINUTES**

April 21, 2026

Council Chambers

1. Call to Order: Mayor Diaz called the meeting to order at 6:08 pm.
2. Pledge of Allegiance
3. Roll Call: Mara Helmke, Chris Weiss, Beth Tucker Long, Alejandro Hernandez (via Zoom), Lachlann Swanson (via phone), Phil Hoechst and Spencer Harrison. Patrick Lytle was absent and excused. Also present: City Clerk Holly Licht and City Administrator Jamie Aulik.
4. Oath of Office for Elected Officials: Clerk Licht performed the Oath of Office for Mayor Diaz and Alders Weiss and Harrison. Licht noted that Lytle and Hernandez have already taken their oaths.
5. Mayor's Business
  - **Election of City Council President:** Tucker Long nominated Mara Helmke. There were no other nominations. Motion by Tucker Long, seconded by Hoechst to elect Helmke as City Council President. Motion carried 7-0.
  - **Election of City Council Representative to the Plan Commission:** Tucker Long nominated Lachlann Swanson. There were no other nominations. Motion by Helmke, seconded by Harrison to elect Swanson to serve as the City Council Representative to the Plan Commission. Motion carried 7-0.
  - **Appointment of Citizen Members to the Plan Commission:** Mayor Diaz appointed Linnea Matulat to the Plan Commission.
  - **Council Member Committee, Commission and Board Appointments:** Motion by Harrison, seconded by Helmke to approve the appointments. Motion carried 7-0.
  - **City Designee to comment on dockets before the Public Service Commission of Wisconsin:** Tucker Long nominated Mayor Diaz. There were no other nominations. Motion by Helmke, seconded by Tucker Long to designate Mayor Diaz to comment on dockets before the Public Service Commission of Wisconsin. Motion carried 7-0.

6. Announcements: None
7. Designation of Official Newspaper: Motion by Tucker, seconded by Harrison to designate the Verona Press as the Official Newspaper for the City of Verona. Motion carried 7-0.
8. Adjournment: Motion by Hoechst, seconded by Helmke to adjourn at 6:17 p.m. Motion carried 7-0.

Respectfully Submitted,  
Holly Licht, City Clerk

**CITY OF VERONA**  
**COMMON COUNCIL**  
**MINUTES**

April 27, 2026  
Council Chambers

1. Call to Order: Mayor Diaz called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call: Mara Helmke, Chris Weiss, Patrick Lytle, Beth Tucker Long, Alejandro Hernandez, Lachlann Swanson, Phil Hoechst, and Spencer Harrison were present. Also present: City Administrator Jamie Aulik, City Clerk Holly Licht, EMS Chief Anderson, Fire Chief McCright, and Public Works Director Bryan Manning.
4. Public Comment:
  - EMS Chief Patrick Anderson encouraged the Council to participate in the Shared Fire Protection and Emergency Medical Services (EMS) Feasibility Study and Implementation Plan (McMahon and Associates).
  - Kate Beirowski, Zingg Dr., spoke in favor of a stop sign at Zingg Dr. and Dunhill Dr.
  - Pete Friedericks, Secretary and Treasurer for Firefighters Local 311 stated they are generally supportive in regionalization of fire/EMS services. He stated that they want to guarantee that hours, wages, and working conditions are the same level, or better, if consolidation happens.
5. Approval of the minutes from the April 13, 2026 Council Meeting

Motion by Tucker Long, seconded by Helmke with the correction of the spelling error in item 3. Motion carried 8-0.

6. Mayor's Business
  - A. Municipal Clerk Appreciation Week Proclamation
  - B. International Firefighters' Day Proclamation
  - C. Presentation by James Small, Rural EMS Outreach Program Manager, University of Wisconsin School of Medicine and Public Health, Wisconsin Office of Rural Health: Small stated that the Council needs to be prepared for a loss in the overall control of a consolidated department. He added that

savings will not be saved right away, but they will be saved in the long-term. He added that morale is important. Small stated that the problem with the district getting too large is having more administrative/supervisory positions that are expensive to fund. Helmke asked about his experience with these types of studies. Small responded, saying that most of the time, what is recommended by the studies is not attainable. He added that this is an enormous project, and a study is warranted.

D. Committee Appointments: Motion by Swanson, seconded by Helmke to approve the committee appointments. Motion carried 8-0.

7. Announcements: None

8. Administrator's Report

9. Engineer's Report: Carla Fischer presented the report, and it was entered into the record.

10. Committee Reports

**A. Finance Committee**

1. Discussion and Possible Action Re: Payment of the bills

Motion by Helmke, seconded by Lytle to pay bills in the amount of \$2,109,955.92. Motion carried 8-0.

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

1. Discussion and Possible Action Re: Rectangular Rapid Flashing Beacon Policy

This item was not discussed and will be back before the Common Council after the committee has been able to discuss.

2. Discussion and Possible Action Re: Roadway Striping Policy

This item was not discussed and will be back before the Common Council after the committee has been able to discuss.

3. Discussion and Possible Action Re: Awarding contract for Project 2024-105 Mark Drive Reconstruction – Phase 2 (Northwestern Stone, LLC)

Motion by Tucker Long, seconded by Wiess to award the contract for Project 2024-105 Mark Drive Reconstruction – Phase 2 (Northwestern Stone, LLC) in the amount of \$2,137,596.55. Motion carried 8-0.

4. Discussion and Possible Action Re: Traffic Safety Committee - Zingg Drive Stop Sign

Motion by Tucker Long, seconded by Hernandez to overturn the decision of the Traffic Safety Committee and install a 4-way stop on Zingg Drive. Swanson suggested adding a crosswalk as well. Motion carried 8-0.

5. Discussion and Possible Action Re: Traffic Safety Committee - S. Main St. traffic safety options

Motion by Tucker Long, seconded by Hernandez to overturn the decision of the Traffic Safety Committee for the South Main Street traffic safety options and put in a painted bike lane on South Main Street on the east side of S. Main St. between Badger Mill Creek Bridge and Melody Lane. Motion carried 8-0.

**C. Sustainability Task Force**

1. Discussion and Possible Action Re: Solar Panels for the Verona Senior Center (Eagle Point Solar)

Motion by Tucker Long, seconded Harrison to approve quote from Eagle Point Solar for solar panels for the Verona Senior Center in the amount of \$59,969 for the installation of a solar array at the Senior Center, with flexibility granted to the City Administrator to substitute a monitor with critter guard. Motion carried 8-0.

**11. New Business**

A. Discussion and Possible Action Re: Shared Fire Protection and Emergency Medical Services (EMS) Feasibility Study and Implementation Plan (McMahon and Associates)

Helmke stated she is skeptical of the process. Lytle spoke in support of participating in the study. He added that the cost of the study will be well worth it to have a stronger bargaining position and potential for grant dollars. Tucker Long stated that if this study were to give tangible deliverables, she would be more amenable to it. Diaz stated that he believes that Fitchburg will leave the EMS district at some point and the city will need to figure out

what to do. However, he doesn't see the value in this study. Swanson stated there is value in participating in the study. Helmke stated she would be more likely to support the study if it were only Oregon and Fitchburg participating. She stated that adding other municipalities is too big of an undertaking.

Motion by Lytle, seconded by Swanson to approve participation in a Shared Fire Protection and Emergency Medical Services (EMS) Feasibility Study and Implementation Plan (McMahon and Associates) in the amount of \$19,425. Motion tied 4-4 with Wiess, Lytle, Swanson, and Hoechst voting "yes", and Helmke, Tucker Long, Hernandez, and Harrison voting "no". Mayor Diaz broke the tie by voting "no". Motion failed 4-5.

**B. Discussion and Possible Action Re: Amendment to Ground Lease Agreement (Array)**

Tucker Long stated that the lease agreement should account for a larger increase in rent when Array does get a tenant. Swanson agreed. Aulik stated that the lease amendment guarantees that that the Array cannot remove the lights that are up at Stampfl Field.

Motion by Helmke, seconded by Hoechst to approve Amendment to Ground Lease Agreement (Array) contingent on final approval by the City Attorney and City Administrator. Motion carried 8-0.

**C. Discussion and Possible Action Re: Fire Chief Employment Agreement**  
*The Common Council may convene in a closed session for discussion and possible action regarding a Fire Chief employment agreement as authorized by Section 19.85(1)(c) of the Wisconsin Statutes to consider employment, promotion, compensation or performance evaluation data of any public employee subject to the jurisdiction or authority of the City of Verona. The Common Council may reconvene in open session to discuss and take action on the subject matter discussed in the closed session.*

Motion by Hoechst, seconded by Helmke to approve the Fire Chief Employment Agreement with David J. Hensley, contingent upon appointment by the Police & Fire Commission. Motion carried 8-0.

**12. Old Business**

**A. Discussion and Possible Action Re: Boundary Agreement with the Town of Verona**

*The Common Council may convene in closed session as authorized by Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating*

*the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item.*

Motion by Helmke, seconded by Swanson to convene in closed session at 8:55 p.m. as authorized by Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item. Motion carried 8-0 on roll call vote.

CLOSED SESSION

Motion by Swanson, seconded by Weiss to reconvene in open session at 9:14 p.m. Motion carried 8-0.

13. Adjournment: Motion by Hoechst, seconded by Helmke to adjourn at 9:16 p.m. Motion carried 8-0.

Respectfully submitted,  
Holly Licht, City Clerk

**CITY OF VERONA**

**Proclamation**

**NATIONAL PUBLIC WORKS WEEK**

May 17-23, 2026

*“Rooted in Service, Powered by Community”*

**WHEREAS**, City of Verona public works professionals are dedicated to providing, maintaining, and protecting vital infrastructure, facilities, and services that contribute to public health, quality of life, and the success and resilient communities; and

**WHEREAS**, Public works professionals are engineers’ managers, and employees at all levels who are responsible for rebuilding, improving and protecting roads and transportation systems, water supplies, water treatment, waste systems, public buildings, and so much more; and

**WHEREAS**, Verona’s public works professionals are often the first on scene and the last to leave the scenes of disaster, no matter the peril, as they work to ensure operations return to normal as quickly as possible; and

**WHEREAS**, Verona residents should increase their awareness and understanding of the important work of public works professionals and programs in our community.

**NOW, THEREFORE**, I, Luke Diaz, Mayor of City of Verona, do hereby proclaim May 17-23, 2026 as Public Works Week in the City of Verona and encourage citizens to join in celebrating our public works professionals for their dedicated service to health, safe and overall well-being of all residents.

Signed this 11<sup>th</sup> day of May 2026.

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Luke Diaz, Mayor

**CITY OF VERONA**

**Proclamation**

**NATIONAL POLICE WEEK**

May 10-May 16, 2026

**WHEREAS**, law enforcement officers in the City of Verona dedicate their lives to upholding the principles of justice, protecting our citizens, and ensuring the safety of our community; and

**WHEREAS**, these individuals demonstrate unwavering courage, professionalism, and selflessness in the face of danger, often risking their own lives to safeguard the lives of others; and

**WHEREAS**, the City of Verona recognizes the sacrifices made by our law enforcement officers and their families, acknowledging the challenges they face daily in the pursuit of maintaining peace and order; and

**WHEREAS**, Police Week provides an opportunity to express gratitude for the dedication and service of our law enforcement personnel, honoring their commitment to duty and the preservation of public safety; and

**WHEREAS**, during this week we pay tribute to those officers who have made the ultimate sacrifice in the line of duty, remembering their valor, and honoring their memory.

**NOW, THEREFORE**, I, Luke Diaz, Mayor of City of Verona, do hereby proclaim May 10-16, 2026 as Police Week in the City of Verona and encourage citizens to join in expressing appreciation for the invaluable contributions of our law enforcement officers, recognizing their vital role in preserving the peace and security of our community.

Signed this 11<sup>th</sup> day of May 2026.

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Luke Diaz, Mayor

**CITY OF VERONA**

**Proclamation**

**EMS WEEK**

May 17-23, 2026

*“Improving Outcomes, Together”*

**WHEREAS**, emergency medical services (EMS) are a critically important part of emergency care for residents of the City of Verona and all communities; and

**WHEREAS**, access to quality emergency medical care dramatically improves the survival, recovery, and satisfaction of those who experience sudden illness or injury, which is why Fitch-Rona EMS continually strives to improve the quality of EMS and trauma cares systems to ensure that all patients experience the highest level of care; and

**WHEREAS**, Fitch-Rona EMS exemplifies the very best Verona has to offer, often putting their own health and safety on the line to serve others and standing at the ready to provide lifesaving cares to those in need 24 hours a day, seven days a week; and

**WHEREAS**, EMS personnel undergo hours of specialized training and ongoing education to enhance their lifesaving skills.

**NOW, THEREFORE**, I, Luke Diaz, Mayor of City of Verona, do hereby proclaim May17-23, 2026 as EMS Week the City of Verona and encourage citizens to join in celebrating Fitch-Rona EMS for their knowledge, skills, and selfless dedication to their community.

Signed this 11<sup>th</sup> day of May 2026.

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Luke Diaz, Mayor



## City of Verona

111 Lincoln Street  
Verona, WI 53593

Phone: (608) 845-6495 Fax: (608) 845-8613

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

### May Staff Anniversaries

Name	Seniority Date	Years	Department	Job Title
EVENSON, RONDA	5/1/1996	30	LIBRARY	CIRCULATION SUPERVISOR
TRAINOR, JOHN (KIRK)	5/2/2022	4	PUBLIC WORKS	PUBLIC WORKS MAINTENANCE
KOLOSOVSKIY, ABIGAIL	5/23/2022	4	LIBRARY	REFERENCE LIBRARIAN/COMMUNICATIONS COORDINATOR
FREITAG, JOSHUA	5/30/2022	4	POLICE	POLICE OFFICER
BOLLIG, JACKSON	5/12/2025	1	POLICE	POLICE OFFICER
HALL, BRANDON	5/19/2025	1	POLICE	POLICE OFFICER

# CITY OF VERONA ENGINEER REPORT

for May 11, 2026

## MAJOR CONSTRUCTION PROJECTS (CITY)

### COUNTRY VIEW ROAD – VARIOUS PROJECTS

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Project includes a new segment of Country View Road from approximately 0.8 miles north of Milky Way (south limit) to approximately 900' south of County Highway PD (north limit). The project will include a two (2) lane rural section that will relocate the existing Country View Road to the west of the existing houses on Country View Road.

- Phase 2 – Paving of the multi-use path is scheduled for 2026.
- Phase 3 – Utility installation is complete. Road construction is scheduled for 2026.

Project Website: <https://www.veronawi.gov/859/Country-View-Road-Epic-Lane---CTH-PD>

### LASER STREET EXTENSION

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The project includes the extension of Laser Street in Liberty Business Park. The Laser Street project is near completion, with punch list work outstanding.

### HYPER DRIVE ROADWAY AND BRIDGE CONSTRUCTION

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The project includes a new 2-lane roadway from 500 feet north of the USH 18/151 and CTH G/Dairy Ridge interchange to a new intersection located 800 feet northeast of the Military Ridge State Trail. Approximate construction length is 7,000 feet. Project includes a new proposed bridge crossing over the Sugar River and Military Ridge State Trail and realignment and restoration of the Sugar River.

The goal is to provide a secondary access point from the south via US 18/151 & CTH G/ Dairy Ridge interchange for Epic's planned campus growth. Existing roadway infrastructure along Northern Lights Road is at capacity and cannot handle additional traffic during the weekday AM and PM peak hours.

Project Website: <https://www.veronawi.gov/866/West-Road-Dairy-Ridge-to-Country-View>

Construction: Earthwork and excavation of Pond #6 is underway. A temporary construction access road has been constructed from Dairy Ridge Road to the Sugar River.

#### EDWARD STREET (FROM WESTRIDGE TO THOMPSON STREET)

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The project includes some concrete sidewalk, driveway, and curb/gutter repairs along Edward Street between Westridge Parkway and Thompson Street. Underground utility construction is not planned, but minor repairs to water or sewer infrastructure will be completed during the project. Sidewalk is planned to be extended from Birchwood Lane to Thompson Street. The existing asphalt pavement will be removed and new asphalt pavement will be constructed.

Construction is complete and final vegetation establishment will be achieved in Spring 2026.

Project Website: <https://www.veronawi.gov/923/Rehabilitation-Projects>

#### WISDOT US 18/151 (COUNTY G TO WIS 69)

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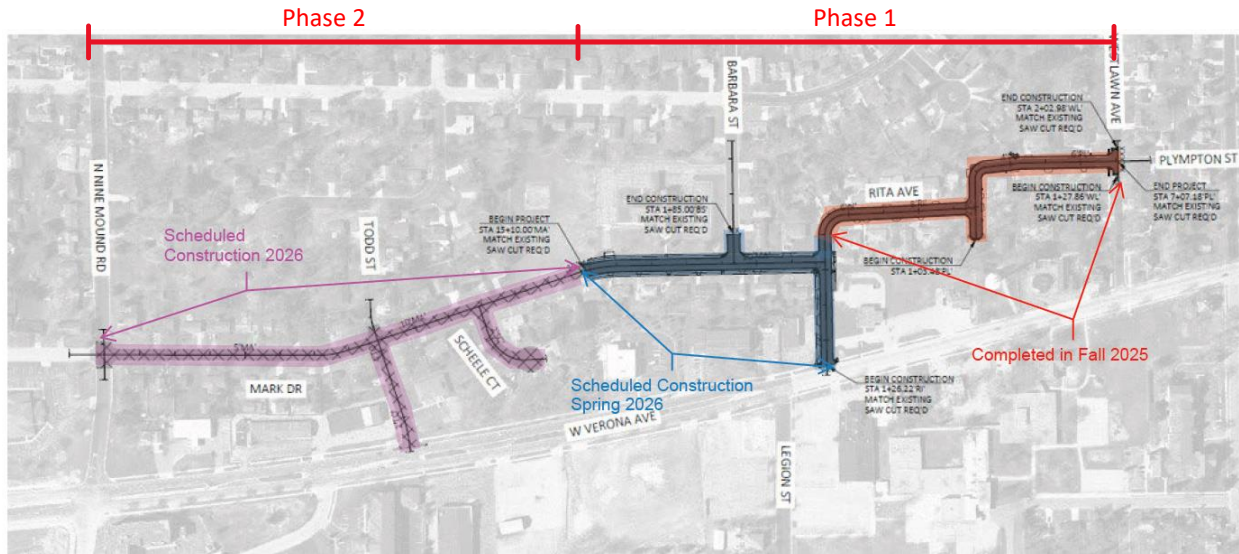
The purpose of the project is to address safety, route importance, and traffic congestion at the US-18/151 & W Verona Ave/Epic Lane interchange and the US 18/151 & County G interchange.

Construction is in progress. Visit the Construction Project Website for weekly updates (Select Schedule / "Check out the weekly update"): <https://projects.511wi.gov/us18151-danecounty/>

## MARK DRIVE, RITA AVENUE, PLYMPTON STREET RECONSTRUCTION

The project includes the replacement of water main and sanitary sewer, adding new storm sewer, installation of sidewalks, and pavement reconstruction. The overall limits will be broken into two (2) phases and separate bid openings.

- Phase 1: Construction work has resumed along Mark Drive and Rita Avenue. Rita Ave is closed at Verona Ave to facilitate the installation of new sewer and water main. Mark Drive is open to local traffic. Work is expected to continue through July.
- Phase 2: Construction is expected to begin in May and continue throughout 2026.



## PS17 FIRM CAPACITY IMPROVEMENTS

Project includes improvements to Pump Station 17. Construction is ongoing through spring of 2026.

## LOWER BADGER MILL CREEK INTERCEPTOR, PHASE 5 & 6

Project includes the installation of sanitary interceptor pipe by MMSD through Ardent Glen (LBMCI Ph 5) and from Shady Oak Lane to Mid Town Road (LBMCI Ph 6). Pavement marking on Shady Oak Lane was completed on November 24, 2025 and erosion mat installation was finalized for the Shady Oak Lane right-of-way on November 26, 2025. Lining of the MMSD sanitary sewer manholes through Ardent Glen and along Shady Oak Lane was completed by Red Horse in March 2026.

Final completion of the project up to Midtown Road is expected by June 2026.

Project Website: <https://www.madsewer.org/project/lower-badger-mill-creek-interceptor-phases-5-6/>.



## MAJOR DESIGN PROJECTS

### PUBLIC WORKS FACILITY

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Staff have restarted conversations with the project architect. Updated layouts will be presented to Public Works Committee.

Project Website: <https://www.veronawi.gov/757/Public-Works-Utilities-Parks-and-Recreat>

### SOUTHEAST ELEVATED TANK AND WATER BOOSTER STATION DESIGNS

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Project design is commencing.

### SOUTHWEST ELEVATED TANK PRELIMINARY DESIGN

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Project preliminary design is commencing. Preliminary report is to be provided to the city in May 2026.

Water Supply Service Area Plan (WSSAP) will be provided in May 2026.

### WEST SIDE LIFT STATION UPGRADES

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This project involves a rehabilitation of the existing West Side lift station and converting it from a prefabricated steel can lift station into a submersible lift station.

50% design is complete. Design is progressing toward a June 2026 advertisement date.

## DEVELOPMENT PROJECTS

### WHISPERING COVES

- Phase 1: The stormwater force main and wetland restoration are outstanding and must be completed prior to City accepting the public improvements. Home building has begun.
- Phase 2: Watermain loop through Phase 2 required for Apex development. Watermain loop design is complete, and construction is expected to begin in May 2026.

### AVALON RIDGE

Water main installation under CTH M is complete. Utility installation has resumed on Avalon Court. Wet pond restoration has begun.

Design Plans have been received for the multifamily buildings. It is anticipated that the building construction will begin in June 2026.

### KETTLE CREEK NORTH

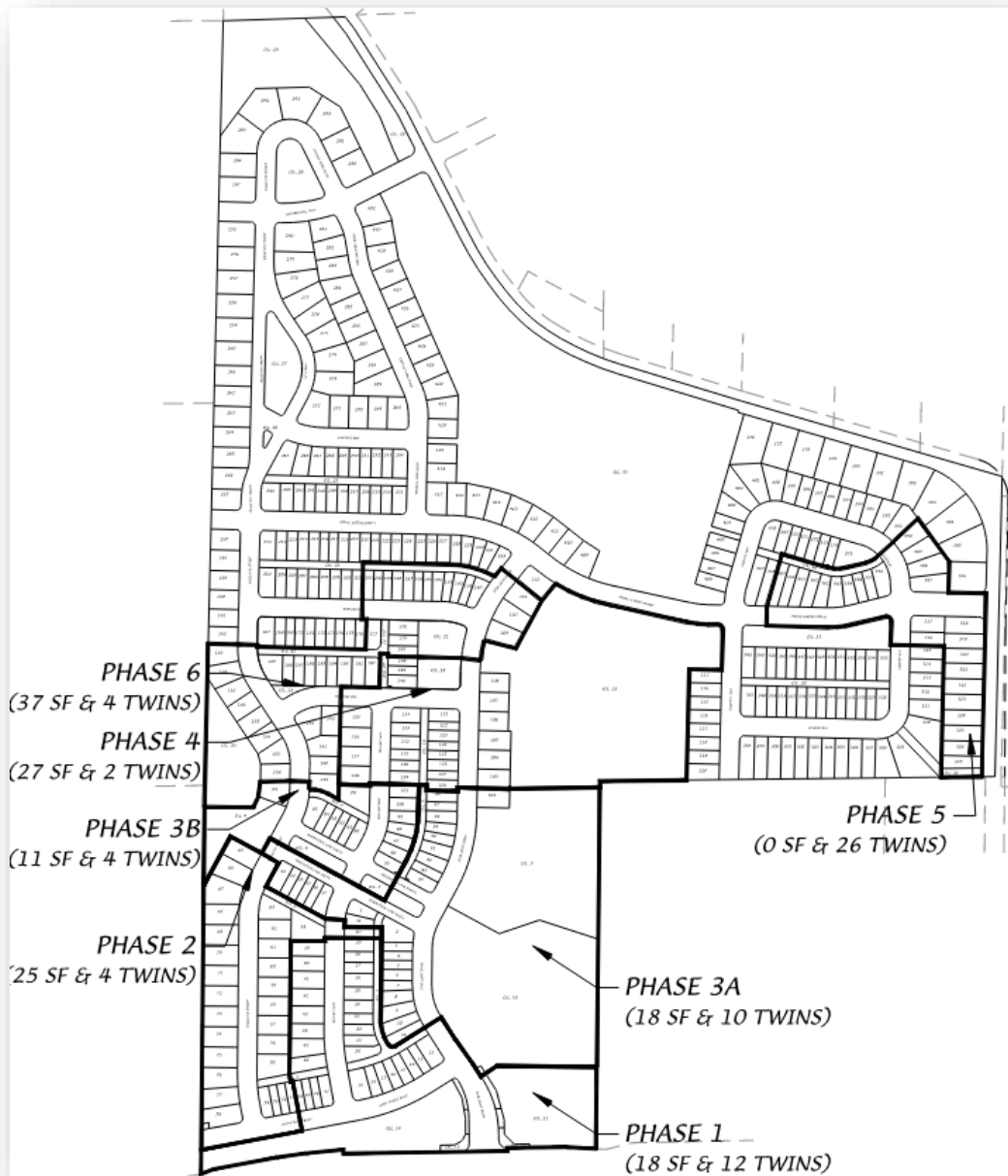
- Phase 7 & 8: Contractor completing punch list work.
- Hemlock Utility Extension: Design is complete. Construction is expected to begin in May 2026.
- Phase 9: 90% Engineering Plans have been submitted for review.



## ARDENT GLEN

- Phases 1 - 4: Contractor completing punch list work.
- Phase 5 (including Shady Oak Lane): Expected to begin in 2026.
- Phase 6: 30% Engineering Plans have been submitted for review. This phase is expected to be constructed in 2026.

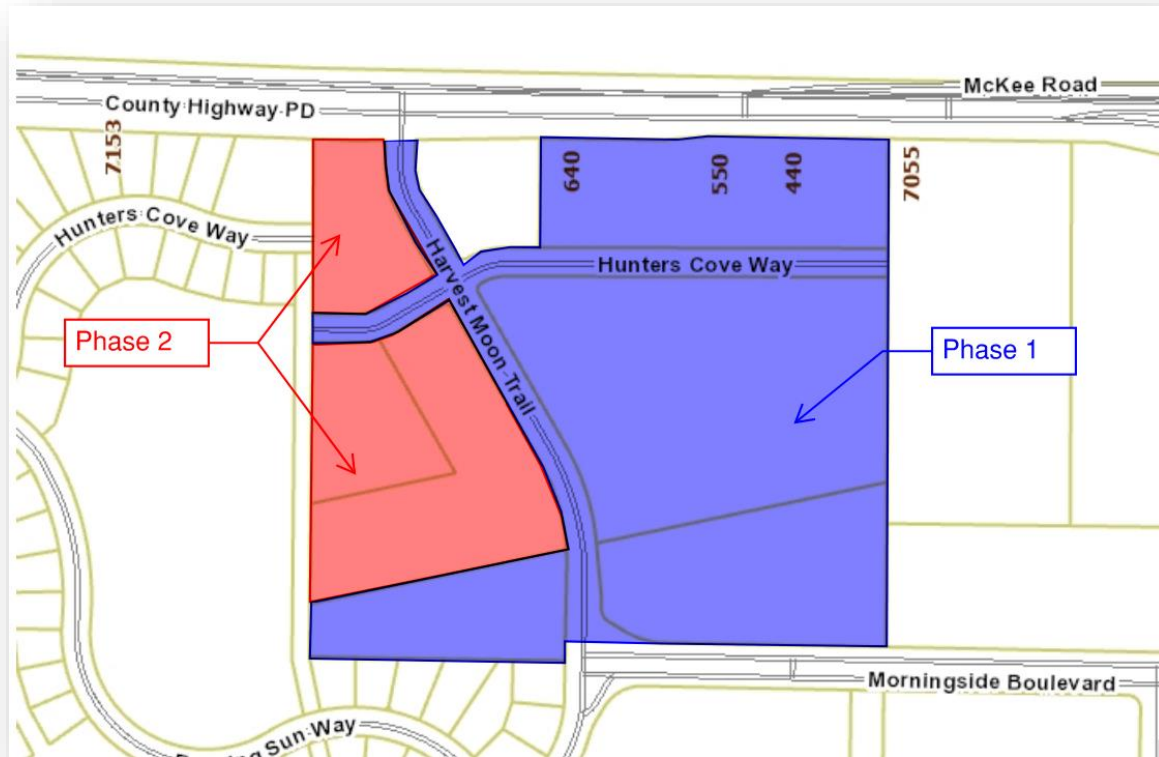
DNR approved the flood study on Oct. 9, 2023. FEMA issued a Conditional Letter of Map Revision (CLOMR) on May 1, 2024.



## THE APEX AT VERONA – DREGER

Phase 1: Restoration and punch list work is underway.

Phase 2: A watermain loop will be required through Kettle Creek North and Whispering Coves to provide adequate service to this phase. Water main loop is expected to be completed early 2026, with grading to follow in the spring.



## SSM HEALTH

This project includes the reconstruction and urbanization of Valley Road, an extension of public sanitary and water to the site, and the construction of a medical building.

Roadway construction on STH 69 has resumed and pavement placement is expected in late April. Valley Road utility adjustments and paving are expected to begin in early May.

Valley Rd will be closed May 11 to June 8. Valley Road will be temporarily opened on May 15 & 16 to allow access to a farm auction. The road will be closed from STH 69 to the limit extents of the SSM Project.

## STORMWATER SERVICES

### PUBLIC STORMWATER PONDS

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Cohiba Pond, a small man-made dry detention basin on the west side of Cohiba Court, constructed in 1997 as part of the Gateway Estates subdivision, requires maintenance to improve stormwater treatment and general neighborhood aesthetics through native seeding. Since this pond was identified by DNR as a potential wetland, City staff submitted an artificial wetland exemption request via DNR's e-permitting website. The DNR reviewed and confirmed that the wetland meets the artificial wetland exemption standards, meaning Cohiba Pond is exempt from state wetland regulations. A neighborhood meeting with adjacent residents is being planned for Spring/Summer of 2026 to discuss the concept plan for recontouring and revegetating the pond for better performance.

Inspections of the public stormwater ponds (wet ponds, dry ponds, bioretention ponds, etc.) started in April 2026.

### STORM DRAIN MURAL APPLICATION

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The City was awarded a new storm drain mural through the Madison Area Municipal Stormwater Partnership (MAMSWaP) and Dane County. The storm drain mural will be located at Country View Elementary School. A local artist, together with students, will paint the mural in late May. The Storm Drain Mural Map can be viewed at: [Storm Drain Mural Tour – Dane County, WI](#).



# CITY OF VERONA

111 Lincoln Street  
Verona, WI 53593-1520

*Jamie J. Aulik*, City Administrator

Phone: (608) 848-9942 Email: [jaulik@veronawi.gov](mailto:jaulik@veronawi.gov)

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## MEMORANDUM

To: Mayor and Common Council, City of Verona  
From: Jamie J. Aulik, City Administrator  
Date: May 6, 2026  
Re: Summary of Agenda Items – May 11, 2026, City Council Meeting

Below is a summary of items on the agenda for the upcoming Council meeting:

### Finance Committee:

- Discussion and Possible Action Re: Community Center Elevator
  - Potential motion: Move to approve the financing plan to fix the elevator at the Verona Recreation Department and Community Center
  - The Verona Recreation Department and Community Center elevator needs a critical repair to function. Repairs include:
    - Upgrading the submersible hydraulic power unit
    - Replacing the hydraulic cylinder and plunger
  - Two quotes were received, with the lowest quote from MEI at a minimum cost of \$69,743. Given the unknown condition of the cylinder well, staff are recommending an additional \$10,000 for contingency purposes associated with the repair, for a total authorized amount of \$79,743.

### Personnel Committee:

- Discussion and Possible Action Re: Administrative Policy No. 69 - Communications Policy
  - Potential motion: Move to approve Administrative Policy No. 69 - Communications Policy
  - The City continues to integrate the Communications Manager position into department operations and workflows.

- The Communications Policy establishes internal guidelines for how information is shared across departments and with the public, supporting a more proactive and coordinated approach to City communications.
- The Personnel Committee requested changes to the draft policy, which are reflected in the redlined document in the packet. Staff recommend approval of the policy.
- Discussion and Possible Action Re: Plan Review Contract (E-Plan Exam)
  - Potential motion: Move to approve Plan Review Contract with E-Plan Exam
  - The longtime contractor responsible for conducting plan reviews for Buildings and HVAC plans is retiring at the end of May. Given the scarcity of the qualifications for this type of position along with the urgent need to provide these types of services, the most efficient solution was to opt for contracted professional services.
  - Several communities use E-Plan Exam for plan review services, and staff negotiated a 85%/15% split for plan review fees.
  - Staff recommend approval.

**Plan Commission:**

- Discussion and Possible Action Re: Resolution No. 26-014 for a conditional use permit for permanent outdoor display located at 600 Hometown Circle.
  - Potential motion: Move to approve Resolution No. 26-014 for a conditional use permit for permanent outdoor display located at 600 Hometown Circle.
  - The Plan Commission held the required public hearing on May 4, 2026. There were no comments from the public or the Plan Commission. The Plan Commission voted 5-0 to recommend that the Common Council approve a Conditional Use Permit for a permanent outdoor display located at 600 Hometown Circle.
- Discussion and Possible Action Re: Resolution No. 26-015 for a Certified Survey Map to create one (1) lot and three (3) outlots located at 3040 Shady Oak Lane and Ardent Glen Subdivision.
  - Potential motion: Move to approve Resolution No. 26-015 for a certified survey map to create one (1) lot and three (3) outlots located at 3040 Shady Oak Lane and Ardent Glen Subdivision.

- The Plan Commission voted 5-0 to recommend that the Common Council approve the certified survey map to create one (1) and three (3) outlots abutting Shady Oak Lane.
- Discussion and Possible Action Re: An initial review for an event space located at 221 Horizon Drive.
  - Potential motion:
  - The Plan Commission reviewed an initial plan for a two (2)-story, 14,700 square foot indoor entertainment facility. This type of land use requires a conditional use permit, which would be reviewed by the Plan Commission and the Common Council. Comments from the Plan Commission included support by the majority of the Commission for the building design, the business concept, and flexibility in the number of required parking stalls. There were concerns about how much parking would be reduced as there is a large range of customers from 180 to 300 people. There was a discussion about availability of on-street parking on Horizon Drive. One Plan Commissioner noted that there is a section of paint prohibiting parking in this area. Staff reviewed the information and determined that the no parking in that section is to allow a truck to back into the loading dock for PC Nametag. Another Plan Commissioner was supportive of a shared parking agreement. It was also noted that parking requirements for fitness and entertainment land uses is being reconsidered. As this will require a conditional use permit.
  - Staff recommend the Common Council review the submitted materials and provide feedback to the applicant regarding their proposal.

**Public Safety Committee:**

- Discussion and Possible Action Re: Application for a Class "B" Fermented Malt Beverage and Reserve "Class B" Intoxicating Liquor License from Ian's Pizza Verona, LLC, d/b/a Ian's Pizza Verona located at 303 W. Verona Ave., Jeffrey Eich, Agent
  - Potential motion: Move to approve Application for a Class "B" Fermented Malt Beverage and Reserve "Class B" Intoxicating Liquor License from Ian's Pizza Verona, LLC, d/b/a Ian's Pizza Verona located at 303 W. Verona Ave., Jeffrey Eich, Agent
  - Ian's Pizza is applying for a liquor license for their new location in Verona. Staff recommend approval of the license contingent upon final building and fire inspections.

### **Public Works, Sewer and Water Committee:**

- **Discussion and Possible Action Re: Release of Permanent Limited Easement along new Country View Road right-of-way**
  - Potential motion: Move to approve Release of Permanent Limited Easement along new Country View Road right-of-way
  - With the completion of construction for this portion of relocated Country View Road along with the dedication of the right-of-way to the City of Verona, the Permanent Limited Easement areas for grading and drainage are no longer necessary. The easement release cleans up land records to accurately reflect the constructed improvements.

### **New Business:**

- **Discussion and Possible Action Re: Sculpture by Gene Delcourt**
  - Potential motion:
  - The City has received a proposal to install a donated wood sculpture by Madison-based artist Gene Delcourt, a globally recognized sculptor of Abenaki descent whose work draws inspiration from the natural world. The piece is approximately 7 feet tall and 3 feet in diameter, carved from a reclaimed ash tree, and would be donated by Gerri Gurman, an integrated arts educator and Tai Chi instructor. The sculpture depicts animals representing Tai Chi movements and reflects themes connecting Indigenous, Chinese, and local natural heritage.
  - If approved, Parks staff would install a small concrete pad and footings, and the annual maintenance requirement is minimal - a coating of boiled linseed oil coordinated through ArtHouse 360. Staff and partners intend to pursue grant funding for additional educational and interpretive elements, including signage about the artist, donor, and Tai Chi movements represented in the sculpture, as well as natural landscaping around the installation. Proposed signage would be provided in English, Ojibwemowin, and Mandarin to reflect the cultural themes connected to the project.
- **Discussion and Possible Action Re: Development Agreement Between the City of Verona and Aldi Inc. (Wisconsin)**
  - Potential motion: Move to approve Development Agreement Between the City of Verona and Aldi Inc. (Wisconsin)
  - The proposed Development Agreement between the City of Verona and ALDI Inc. (Wisconsin) governs construction of public improvements associated with the Aldi development project within the

Liberty Business Park area. Under the agreement, Aldi is responsible for the design, installation, and full cost of all required on-site and off-site public infrastructure improvements serving the property, including sanitary sewer, water main extensions, stormwater facilities, streets, sidewalks, utilities, street lighting, landscaping, and traffic improvements. All improvements must generally be completed within 18 months of execution of the agreement and secured by an irrevocable letter of credit acceptable to the City.

- The agreement includes significant transportation and utility improvements associated with County Highway M and the adjacent cul-de-sac area. Per the terms of the agreement, Aldi will construct roadway and intersection improvements identified in the Traffic Impact Analysis, including dedicated turn lanes, bike lanes, pavement reconstruction, storm sewer infrastructure, utility extensions, sidewalks, and terrace landscaping. Aldi is also responsible for erosion control, stormwater management facilities, ongoing maintenance obligations prior to City acceptance, and all applicable permitting and inspection requirements. The City retains authority to complete unfinished improvements and recover costs through the letter of credit or special assessments if necessary.
- Financially, Aldi is responsible for reimbursing the City for engineering, legal, inspection, and administrative costs associated with the project, in addition to utility and park-related fees. The agreement also clarifies that Aldi and the subject property are released from any obligations under prior Liberty Business Park development agreements, and the City waives any future enforcement rights related to those earlier agreements against the Aldi property.
- Staff would like to point out two items that are particular to this agreement:
  - The agreement would not require installation of gas or phone utilities.
  - Also, City staff are agreeable to making an exception to a request that lien waivers of \$15,000 or less are not required to be provided to the City, however, if a lien is filed against the City related to public improvements, the cost associated with the lien would be paid by the developer. If the lien is not resolved, the costs would be assessed back to the property as a special charge.

- Discussion and Possible Action Re: Ordinance No. 26-1091 Amending Title 2, Chapter 3, Section 12 of the Code of Ordinances, Municipal Judge Qualifications
  - Potential motion: Move to approve Ordinance No. 26-1091 Amending Title 2, Chapter 3, Section 12 of the Code of Ordinances, Municipal Judge Qualifications
  - The proposed ordinance amendment requires that Verona's Municipal Judge be:
    - A resident of the City of Verona
    - Licensed to practice law in the State of Wisconsin
    - Licensed for five years immediately prior to the election or appointment
    - A member of the State Bar of Wisconsin in good standing
- Discussion and Possible Action Re: Resolution No. R-26-016 - Ordering a Special Election for Municipal Judge
  - Potential motion: Move to approve Resolution No. R-26-016 - Ordering a Special Election for Municipal Judge
  - Longtime Municipal Judge Bill Weigel resigned from his position
  - The chief judge of the judicial administrative district has designated Judge Bill Weigel to temporarily fill the vacancy
  - The Verona Code of Ordinances states that permanent vacancies in the office of municipal judge must be filled by a special election
  - The resolution orders a special election to be held on November 3, 2026 for Municipal Judge with a term ending May 1, 2028
- Discussion and Possible Action Re: Employment Agreement - City of Verona and Judge Bill Weigel
  - Potential motion: Move to approve Employment Agreement - City of Verona and Judge Bill Weigel
  - Longtime Municipal Judge Bill Weigel has graciously agreed to perform duties as Municipal Judge during the special election cycle with some overlap with a potential successor.
  - The employment agreement retains many of the same employment terms as when Judge Weigel was an elected official.
  - The Council may convene into closed session to discuss terms and conditions of the agreement.
- Discussion and Possible Action Re: Potential property purchase - 308-310 Plympton Street
  - Potential motion:

- The property at 308–310 Plympton Street was first inspected from the exterior in September 2014, at which time several issues were noted, including a broken window, a hole in the kitchen ceiling, and peeling exterior paint.
- A subsequent sidewalk inspection in March 2026 found that these conditions had not been corrected and that additional deterioration had occurred, including holes in the roof, deteriorated fascia, and detached gutters.
- On March 17, 2026, the City Administrator sent a letter to the owner requesting consent to inspect the interior of the property or, alternatively, to consider selling the property to the City.
- The Assistant City Administrator met with the owner on April 16, 2026, at which time the owner indicated a willingness to consider a sale.
- There may be several potential uses for the site that serve the public interest, and staff are recommending the Council authorize making a reasonable offer for the property.
- Discussion and Possible Action Re: Offer to Purchase - 2159 Range Trail, Verona
  - Potential motion:
  - Cascade Development LLC has submitted a Real Estate Purchase Agreement for city-owned property located at 2159 Range Trail.
  - The Council may convene into closed session to consider the terms and conditions of the purchase agreement.

Community Center/Old Library

<b>2025</b>	
Balance Beginning 2025	62,888
2025 Rent Income-Church	46,750
Library Debt	(30,000)
Approved Library Impact Fee Usage	30,000
2025 Expenses	(88,578)
Balance End of 2025	<u>21,060</u>

<b>2026</b>	
Balance Beginning 2026	21,060
Approved Funding-Budget	67,000
2026 Expenses	(29,925)
Other Misc Expenses Not Spent yet	(1,000)
Current Balance	<u>57,135</u>
Elevator Cost	(69,743)
Unfunded Amount	<u>(12,608)</u>

Date: 3/23/2026

QUOTE NUMBER: 38374 - Rev 1

**Elevator Repair Agreement**

**EQUIPMENT LOCATION:**

Parks & Recreation Building  
130 North Franklin Street  
Verona, WI 53593

**SUBMITTED TO:**

City of Verona  
130 North Franklin Street  
Verona, WI 53593

**ELEVATOR DESCRIPTION:**

**Elevator ID:** 507863

**Description:** ONLY

**ATTN:**

City of Verona

shesch@veronawi.gov

**Type of Work: Repair**

This Repair Agreement ("**Agreement**") is proposed as of this 23rd day of March, 2026 ("**Effective Date**") between MEI Total Elevator Solutions ("**MEI**"), and "**Customer**"; City of Verona, 130 North Franklin Street, Verona, WI 53593. MEI and Customer are collectively referred to herein as the "**Parties**" or individually as a "**Party**". MEI proposes to furnish certain maintenance services to Customer as provided herein.

**Scope of Work:**

**MEI is providing this proposal to perform the following work:**

MEI will furn

**Submersible Hydraulic Power Unit**

MEI will install a complete upgrade to the current submersible hydraulic power unit, completing the following steps:

- The car will be tagged out of service
- The car will be lowered on buffers and the disconnect will be locked in the open position
- All hydraulic fluid will be removed from the oil reservoir.
- The hydraulic oil line will be disconnected from the hydraulic system.
- The entire hydraulic power unit will be removed from the elevator machine room. Equipment to be removed would include the existing hydraulic control valve, hydraulic pump, pump motor, oil reservoir, and all metal frame work.
- A new submersible hydraulic power unit will be installed including; compact oil reservoir with removable cover, new hydraulic control valve, submersible pump and pump motor which are directly coupled to eliminate the need for tensioning and periodic replacement of drive belts and drive sheaves, an in-line oil shut off valve as required, and a new silencer.
- All hydraulic fluid will be returned to the hydraulic reservoir.
- The new hydraulic control valve will be fully adjusted for proper speeds, floor level heights, floor approach, slowdown and overall performance.
- Completion of the required full capacity safety test on the hydraulic system, as per the requirements of the Authority Having Jurisdiction (AHJ).
- MEI will turn elevator back over to normal working operation upon completion.
- MEI is not responsible for any incidents or elevator equipment affected by improper electrical feeds that fail to meet the National Electrical Code (NEC) standards.

**Jack Replacement**

MEI is recommending at this time that the hydraulic cylinder and plunger be pulled from the ground and install a new code compliant double bulkhead cylinder and plunger assembly.

The following are the steps that we are proposing to complete the required work.

- Protect landing and cab flooring
- Raise the car by hoist and remove the piston from the bolster
- Lower the platen plate and piston assembly to bottom out on the jack cylinder
- Tie the car off at the upper most point in the hoist way after hoisting to top of hoistway
- Remove the piston assembly
- Break up the concrete flooring around the jack assembly
- Break open the oil line at a fitting and remove all oil from the oil line
- Remove the jack cylinder assembly
- Remove the existing pit assembly along with the jack assembly
- Remove debris from jack hole by suctioning out any backfill and oil with use of an excavation truck. Bid includes one (1) truck and one (1) day of labor\*
- Remove any non-code compliant shutoff valves in pit and replace with new
- Install new Victaulic coupling gaskets as needed

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- Install new jack cylinder assembly
- Install code compliant cathodic protection to safeguard jack cylinder from electrolysis and corrosion.
- Install new piston assembly in the cylinder assembly.
- Install new head assembly on the jack
- Cover any jack hole exposure
- Reconnect oil line to new jack cylinder assembly
- Install oil in the reservoir and jack assembly (OIL PROVIDED BY CUSTOMER)
- Raise the piston assembly by pressure and check for leaks • Raise the car by the new hydraulic jack and remove tie off clamps
- Lower car and fasten piston to bolster via platen plate
- Test and confirm proper operation
- Clean jobsite and prepare for final inspection
- Perform full load test with State Elevator Inspector
- Complete all forms required by Authority Having Jurisdiction (AHJ)

**Disposal of Hazardous Oil or Hydraulic Fluid**

MEI will not be responsible for the disposal of any hazardous soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required cleanup costs, fines or penalties that may result from this oil loss. Notification to the EPA and inspection of the ground soil are the owner's responsibility if they elect to do so.

**\*Vacuum Truck:**

When the existing jack assembly is removed, debris may be displaced and block the installation of the new jack assembly. We have not included a cost for a vacuum truck to remove this debris. Proper vacuuming of the hole is by others. See the below Jack Hole Clause if the vacuum truck is not sufficient.

**\*\*Jack Hole Clause:**

When performing a hydraulic jack assembly replacement, the base price to do so includes the labor and basic materials required for the removal of the jack and clean out of the hole; provided there is continuous movement of the jack during the removal process and an adequate hole can be cleaned out and secured by using standard suction means.

- If the jack ceases to move during the removal process due to unknown underground conditions utilizing standard removal equipment (with efforts not to exceed an aggregate period of eight (8) Team hours), additional labor and specialty equipment required to remove the jack will be performed and billed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of \$297.00 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above
- We will notify you prior to enacting this clause should it become necessary

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

**Price:****\$69,743.00**

Customer shall pay to MEI the amount of: **\$69,743.00** for the work performed per the Scope of Work as specified in Section 1 of this Agreement. The Fee is inclusive of any applicable sales tax at an estimated rate per the information provided by Customer at the time of Proposal. Any changes to tax rates due to circumstances beyond the control of MEI will remain the responsibility of Customer. The pricing in this Agreement is only valid for 45 days from the Effective Date listed above.

Date: 3/23/2026

QUOTE NUMBER: 38374 - Rev 1

**Payment Terms:**

All Repair Fees are due and payable to MEI on the following schedule:

- 40% of the Repair Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- The balance of the Actual Repair Fee will be billed upon completion of the Work and will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

**Agreement Terms**

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, and the T&C, this Agreement shall govern and supersede the T&C.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

**Acceptance of Proposal**

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

(CUSTOMER)

Approved by Authorized Representative

Signed: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Customer Purchase Order: \_\_\_\_\_

Accepted by:

MEI Total Elevator Solutions

Approved by Authorized Representative

Signed: \_\_\_\_\_

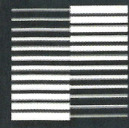
Date: \_\_\_\_\_

Print Name: Adam Falk

Title: Territory Manager

Phone: 608-981-0326

Email: adam.falk@meiusa.com



# MEI

TOTAL ELEVATOR SOLUTIONS

Milwaukee Office  
N50 W13740 Overview Dr Suite C  
Menomonee Falls, WI 53051  
Phone: (888) 281-4062  
www.meiusa.com

Date: 3/23/2026

QUOTE NUMBER: 38374 - Rev 1

Principal, Owner or Authorized Representative or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

Date: 3/23/2026

QUOTE NUMBER: 38374 - Rev 1

### MEI TERMS AND CONDITIONS ("T&C")

**1. Purchase and Payment.** Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

**2. Standard Warranty.** MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

**3. Repair Terms and Conditions.** Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee. In accordance with OSHA requirements, Customer shall inform MEI and its employees who will perform work activities in areas which contain ACM and/or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that MEI's work area at all times meets applicable OSHA permissible exposure limits (PEL's). Notwithstanding anything contained to the contrary within this bid or contract: (a) MEI's work shall not include any abatement or disturbance of asbestos containing materials (ACM) or presumed asbestos containing materials (PACM); (b) Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from MEI's scope of work without an applicable change order to reflect the additional costs and time; (c) MEI shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed, and the time period specified in the bid or contract for MEI to complete its work shall be extended until the same is abated; and (d) Any asbestos removal or abatement, or delays caused by such, required in order for MEI to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, Customer shall provide documentation that the asbestos has been abated from the MEI work area and air clearance reports shall be made available upon request prior to the start of MEI's work.

**4. Limitations.** Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

Date: 3/23/2026

QUOTE NUMBER: 38374 - Rev 1

**5. Indemnification.** Each Party (as "*Indemnifying Party*") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "*Indemnified Party*") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

**6. Default.** An event of default ("*Event of Default*") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

**7. Remedies.** Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

**8. Assignment.** MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

**9. Governing Law; Venue.** The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

**10. Force Majeure.** MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

**11. Waiver of Jury Trial.** Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

**12. General Provisions.** The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

**CITY OF VERONA COMMUNICATIONS POLICY:  
ADMINISTRATIVE POLICY NO. 69**

Title: <b>Communications Policy</b>	
Policy Source: Personnel Committee	Creation Date: <del>XX/XX/2026</del>
Application: Employee Management, Communications	Revision Date:
Indexed as:	Total Pages: 4

**1. Purpose**

The purpose of this policy is to promote timely, accurate, and consistent communication across all City departments and to the public. Clear internal communication supports transparency, improves public trust, and supports the delivery of up-to-date and accurate information to the community. This policy may be reviewed and updated as needed to improve communication processes and adapt to needs.

**2. Scope**

This policy applies to all City departments and staff involved in creating or sharing information with the public, including but not limited to:

- Department updates and announcements
- Public notices and letters intended for mass distribution
- Media releases when time permits
- Website and calendar updates
- Social media content
- Meeting and event information
- Monthly e-newsletter content

**3. Communications Manager**

The Communications Manager is responsible for:

- Managing the City’s official communication channels (website, social media, newsletter, print publications, media releases, and meeting streaming)
- Overseeing the accuracy, timeliness, and consistency of information shared with the public
- Supporting departments in effectively communicating with ~~residents~~the community

The Communications Manager does not create all content independently; departments are responsible for providing accurate and timely information.

#### 4. Department Responsibilities

To maintain cohesive communication with ~~residents~~the community, all departments are responsible for:

##### A. Providing Timely Information

Departments must submit the following information to the Communications Manager:

- Public notices or letters before mass distribution to the public
- Project updates, road closures with advance notice, and service changes
- Events, meetings, and public engagement opportunities
- ~~Monthly e-n~~Newsletter content (updates, highlights, upcoming items)
- Any information that might generate public questions or concern

##### B. Required Notice Timeframes

- Routine updates: ~~At least 3–5 business days~~One month in advance
- Major announcements or public notices: ~~At least 5–7 business days~~Three months in advance
- ~~Monthly e-n~~Newsletter submissions: ~~At least 3–7 business days~~One week before publication
- Urgent/emergency communications: As soon as possible
  - NOTE: Public safety departments communicating urgent life/safety information to the public are exempt from providing notice to the Communications Manager.

##### C. Accuracy and Completeness

Departments are responsible for including the following information in submitted materials:

- Key details (who, what, when, where, why)
- Contact information for follow-up
- Relevant documents or links

#### 5. Public Communications Process

##### A. Letters and Public Notices

- All letters or notices intended for mass distribution to residents must be shared with the Communications Manager prior to distribution
- The Communications Manager will:
  - Review materials for consistency with City messaging
  - Determine if edits or additional communication (print, media release, website, social media, newsletter) is needed

##### B. Website Updates

- Departments must:
  - Review for outdated or incorrect information every 3 months
  - Update public meetings, events, and deadlines on the City's website calendar

- Modify the website to reflect new content or changes
- For changes not easily made, notify the Communications Manager
- The Communications Manager serves as City Webmaster and will update the website for accuracy and usability as needed.

**D. Social Media**

- City social media is managed by the Communications Manager in accordance with the Social Media Policy
- Departments may request posts or campaigns by submitting relevant information and materials

**E. ~~Monthly E-~~Newsletter**

- Departments will submit relevant updates, announcements, and highlights for inclusion
- The Communications Manager will compile, edit, and distribute the newsletter
- Final content selection and formatting will be managed by the Communications Manager to ensure clarity and consistency

**6. Internal Communication Workflow**

To maintain consistency:

1. Departments identify information, listed in Section 4a, that needs to be shared.
2. Information is submitted to the Communications Manager within the required timeframes as outlined in Section 4b.
3. The Communications Manager reviews, edits, and formats content as needed.
4. Information is distributed through appropriate channels (website, social media, newsletter, etc.).

**7. Goals and Expectations**

This policy is intended to:

- Support the delivery of consistent and accurate information to the community
- Reduce miscommunication and duplication
- Improve coordination across departments
- Maintain a reliable and up-to-date public presence

All staff share responsibility for effective communication.

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# MEMORANDUM

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**TO:** Personnel Committee  
**FROM:** Todd Parkos, Building Inspector  
**DATE:** April 29, 2026  
**RE:** Commercial Plan Review - Transition to E-Plan Exam

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## **Background**

Since 2011, the City of Verona has managed commercial plan reviews internally. With Dan Murray retiring fully in May 2026, this part-time position will become vacant. The role is particularly difficult to fill, as it requires both a licensed engineer and a commercial building inspector certification. Staff contacted several firms that perform commercial plan reviews for other municipalities, and only E-Plan Exam responded.

## **Financial Impact**

Transitioning to E-Plan Exam will not affect the Building Inspection department's budget, however, it will impact the department's total revenue. Under the proposed arrangement, plan review fees would be split 85% to E-Plan Exam and 15% retained by the City. Based on current plan review volume, staff estimates an annual revenue loss of approximately \$60,000, though the actual amount will vary depending on the number of commercial reviews conducted each year.

## **Staff Recommendation**

Staff recommend proceeding with E-Plan Exam for commercial plan reviews. Should the City identify a qualified candidate to resume in-house reviews in the future, the proposed contract includes a 30-day termination notice provision.

The contract from E-Plan Exam is attached for the Committee's reference.

*Attachment:*

*E-Plan Exam Contract*

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into by and between City of Verona, a Wisconsin municipality ("Client") and EPLEX, LLC, a Wisconsin limited liability company (DBA E-Plan Exam) ("Consultant"), as of the date on which the last Party hereto executes this Agreement (as set forth on the signature page of this Agreement) (the "Effective Date"). Client and Consultant may each be referred to herein as a "Party", and collectively as the "Parties".

### RECITALS

WHEREAS Client desires to retain Consultant to perform the services listed in **Exhibit A**, attached hereto (the "Services"), and Consultant is willing to perform the Services, in accordance with the terms of this Agreement.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

1. **CERTAIN DEFINITIONS**. In addition to other terms defined throughout this Agreement, the following capitalized terms used herein shall have the following meanings:
  - a. "**Accepted Project**" means a Project for which Consultant has agreed to perform Services. Consultant shall be deemed to have agreed to perform Services for a Project if, and upon such time that, (i) Consultant has accepted such Project, (ii) Consultant is in receipt of all information and documentation required to perform the Services with respect to such Project (as determined in Consultant's sole discretion), (iii) Consultant has been paid all applicable Fees that are payable to Consultant with respect to such Project, and (iv) if such Project is a Client Reserved Project, Client has elected not to (or is deemed to have elected not to), perform plan reviews or other actions that would otherwise fall within the scope of the Services with respect to such Project in accordance with Section 3(a) (the date on which such acceptance occurs is the "**Project Acceptance Date**").
  - b. "**Base Fees**" means, collectively, the Commercial Plan Base Fees (as such terms are defined on **Exhibit B**).
  - c. "**Client Reserved Project**" means any Project described on **Exhibit C**. For the avoidance of doubt, no Client Reserved Project will include or consist of any Project (i) involving any building or structure that exceeds any Project Review Threshold.
  - d. "**Consultant Exclusive Project**" means any Project (i) involving any building or structure that exceeds any Project Review Threshold, and/or (ii) that is not a Client Reserved Project.
  - e. "**Department**" means the Wisconsin Department of Safety and Professional Services.
  - f. "**Project**" means any individual construction, addition, relocation, alteration, change of occupancy and/or repair project with respect to any building, structure, parking lot, building component and/or building system within Client's jurisdictional boundary for which a plan

review request is submitted to Consultant and that meets the definition and criteria of a “Place of Employment” or “Public Building” as such terms are defined in Wis. Stat. §§ 101.01(11) and 101.01(12), respectively.

- g. “Project Review Threshold” means (i) with respect to any Project involving any new construction of a building or structure, 5,000 square feet of the floor area of such building or structure (as applicable), (ii) with respect to any Project involving an addition to an existing building or structure, 5,000 square feet of the floor area of such addition and (iii) with respect to any Project involving solely alteration work of an existing building or structure, 10,000 square feet of floor area of such building or structure (as applicable).

## 2. SCOPE OF SERVICES.

- a. Consultant shall perform the Services for the Accepted Projects (i) using one or more service providers that are licensed in the State of Wisconsin and (ii) in accordance with industry-standard levels of competency in the state and municipality in which the Services are to be performed.
- b. Subject to Section 4(e), Consultant shall complete the Services with respect to any Accepted Project within fifteen (15) business days following the Project Acceptance Date. For the avoidance of doubt, if Consultant requires additional documentation or information to complete the Services with respect to an Accepted Project (as determined in Consultant’s sole discretion), then such fifteen (15) business day period may be tolled by Consultant and such period shall only resume once Consultant is in receipt of such additional documentation or information.
- c. Client shall exclusively use Consultant to perform the Services with respect to any Consultant Exclusive Project, and Client agrees that it shall not perform (or engage any other person or entity to perform, other than the Department) any plan reviews or take any other action that would otherwise fall within the scope of the Services for any Consultant Exclusive Project.
- d. Client is not required to accept Consultant’s approval or disapproval of the plans for any Project for which Consultant performs Services hereunder. Notwithstanding the foregoing, Consultant will be entitled to retain all applicable Fees paid to Consultant hereunder with respect to the Services that Consultant performed.

## 3. CLIENT RESERVED PROJECTS.

- a. Client shall have the right to independently perform plan reviews and take any other action that would otherwise fall within the scope of the Services with respect to any Client Reserved Project. Within five (5) business days following the submission of a plan review to Consultant for a Project that constitutes a Client Reserved Project, Consultant shall notify Client of such submission. Within five (5) business days following such notice, Client shall notify Consultant in writing whether Client elects to perform the plan review and/or any other action that would otherwise fall within the scope of the Services with respect to such Client Reserved Project. If Client either (i) fails to provide such notice within such five (5) business day period, or (ii) elects not to perform such plan review and/or other action. If Client elects to perform such plan review and/or other actions with respect to such Project, then Client shall be solely responsible

and liable for all plan reviews and all other obligations, and Consultant shall have no obligations of any kind or nature, with respect to any Project that Client has elected to perform (and such Project shall not constitute an Accepted Project).

- b. Notwithstanding anything to the contrary in this Agreement, Client may only perform plan reviews with respect to any Project if Client conducts such plan reviews using one or more qualified individuals that maintain the license(s) required to perform such plan reviews (without reliance on any of Consultant's or any of its personnel's licenses, or any requirement for Consultant to oversee such plan reviews) for the applicable Project and are in good standing with the applicable licensing authority.
- c. Client may request that the Department perform any plan review with respect to any Project in lieu of Consultant, in which case Consultant shall have no obligations of any kind or nature with respect to such Project.

#### 4. CLIENT OBLIGATIONS.

- a. Client shall take all actions necessary to either (i) receive delegated authority from the Department to perform building inspection services, or (ii) become an appointed agent of the Department to examine plans and make inspections for building and alterations for Projects of unlimited size, in each case pursuant to the applicable provisions of Wis. Stat. § 101.12 (in either such case, an "Appointed Agent"). Client shall comply in all respects with all applicable statutes, codes and regulations pertaining to obtaining or maintaining its status as an Appointed Agent including, without limitation, adopting or amending any applicable ordinances. Consultant agrees to provide commercially reasonable assistance to Client with respect to obtaining Appointed Agent status, provided that (y) all out of pocket fees and expenses incurred by Consultant shall be promptly reimbursed by Client, and (z) Consultant shall have no obligation to commence or participate in any legal action or similar proceeding in connection therewith.
- b. Client shall be solely responsible for determining the requirements for the commencement of any Project including, without limitation, any and all required documentation, approvals, permits, bonds, zoning compliance, historical review and architectural review board approvals with respect to any such Project.
- c. Client shall provide (whether or not requested by Consultant), in a timely manner and (if applicable) promptly upon Consultant's request, all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation and information reasonably required to perform the Services.
- d. Client shall employ or retain, at its sole cost and expense, a sufficient number of licensed and credentialed inspectors to the extent required by the Department to obtain, or maintain (as applicable), Appointed Agent status.
- e. Notwithstanding anything to the contrary, any deadline for the performance of Services by Consultant shall be extended to the extent, and for the duration, that Client fails to comply with any provision of this Section 4.

5. FEES; INVOICES.

- a. In consideration of Consultant performing the Services, Consultant shall be entitled to the applicable fees for the Services performed as set forth on **Exhibit B** (the “Fees”). Fees are payable in full to Consultant by the applicant of a Project (an “Applicant”) prior to Consultant’s commencement of Services with respect to such Project; provided, however, that if such applicant fails to pay the applicable Fees with respect to any Project for which Consultant performs Services for any reason as reasonably determined by Consultant (including, without limitation, in the event of a bounced or fraudulent check or credit charge), then Client shall be responsible for paying and shall promptly pay the Fees for such Services directly to Consultant. For the avoidance of doubt, Consultant shall not be required to (i) initiate any litigation or collections proceeding against any Applicant, (ii) engage any collections agency or other third party, or (iii) otherwise incur any out-of-pocket fees or expenses of any kind or nature, in each case for the purpose of collecting any amounts owed by any Applicant.
- b. On each three (3) year anniversary of the Effective Date (each, a “Fee Escalation Anniversary”), Consultant and Client agree to negotiate in good faith a reasonable increase in the Base Fees. If Consultant and Client are not able to agree on a reasonable increase in the Base Fees within the ninety (90) day period following an applicable Fee Escalation Anniversary, then the Base Fees will automatically increase upon the expiration of such ninety (90) day period based on the most recent increase of the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) from the last time that Base Fees were increased or established (as applicable), as determined by Consultant in its reasonable discretion.
- c. Within fifteen (15) days following the end of each month during the term of this Agreement, Consultant shall deliver to Client an invoice (which shall include applicable supporting documentation) setting forth (i) the amount of Fees owed to Consultant for Services performed during the previous month, (ii) the amount of Fees actually collected by Consultant during the previous month, (iii) Client’s portion of the Base Fees (as set forth on **Exhibit A**) actually collected by Consultant during the previous month and (iv) any incidental charges or out-of-pocket expenses that are reimbursable by Client in accordance with the terms of this Agreement and the Exhibits hereto (collectively, “Reimbursable Costs”). Client shall have the right to dispute any item set forth on any such invoice during the fifteen (15) day period following the date such invoice was issued, in which case the Parties agree to negotiate in good faith to attempt to resolve such dispute. If Client does not dispute any item on an invoice within such fifteen (15) day period, then Client shall be deemed to have waived its right to dispute such invoice.
- d. Within forty-five (45) days following the date of such invoice, Consultant shall remit to Client its portion of the Base Fees (as set forth on **Exhibit A**) actually collected by Consultant during the previous month in accordance with the written instructions of Client.
- e. Within fifteen (15) days following Consultant’s delivery of an invoice to Client, Client shall pay to Consultant the amount of any Reimbursable Costs set forth on such invoice.

6. DOCUMENT AND PLAN SUBMISSIONS. Client shall take all reasonable efforts necessary, including, without limitation, adopting any ordinances, to permit and enable the electronic submission of plans and other associated documents for review (collectively, "Submitted Documents") in .pdf format. If the electronic submission of Submitted Documents in .pdf format is not possible after Client has taken all such reasonable efforts, then the submission thereof in paper format shall be permissible. In such case, Client and Consultant shall create and implement a procedure for the shipping and handling of Submitted Documents to Consultant to enable Consultant to perform the Services with respect to such Submitted Documents. Any direct or indirect charges, fees or expenses associated with labor, material, or other costs arising from or in connection with the delivery of Submitted Documents to approved third party couriers to ship materials, whether to Consultant, Client or any third party, shall be the sole responsibility of Client, and shall be included in the Reimbursable Costs.
  
7. TERM. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date. This Agreement shall automatically renew for successive one (1) year periods, unless a Party notifies the other Party in writing at least thirty (30) days prior to the date on which the term of this Agreement will renew of such Party's election not to renew this Agreement. Notwithstanding the foregoing, if the time for performance of any Services has not expired as of the date the term of this Agreement would otherwise expire, then the term of this Agreement shall automatically extend to the date on which the time for performances of such Services expires.
  
8. TERMINATION.
  - a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, with or without cause at any time.
  
  - b. Each Party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:
    - i. materially breaches this Agreement, and such breach is incapable of cure or, with respect to a material breach capable of cure, the Defaulting Party does not cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) days after receipt of written notice of such breach; or
  
    - ii. (I) becomes insolvent or admits its inability to pay its debts generally as they become due; (II) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
  
  - c. In the event of termination, Consultant shall retain its portion of the Fees for Services completed up to and including the effective date of termination. In addition, Consultant shall

have the right to return to Client or otherwise dispose of any Submitted Documents without comments or the performance of any Services with respect thereto.

- d. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 9 (Indemnification), 10 (Limitation of Liability), 14 (Ownership of Documents), 15 (Confidentiality), 19 (Dispute Resolution), 20 (Choice of Forum), 21 (Waiver of Jury Trial), 22 (Governing Law), and any other term or condition under this Agreement which by its nature should survive the termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.
9. INDEMNIFICATION. Client agrees to defend, indemnify and hold Consultant and its members, directors, managers, officers, employees, affiliates, agents and representatives (each, a "Consultant Indemnified Party") harmless from and against all costs, expenses, fees (including, without limitation, reasonable attorneys' fees), penalties, damages, liabilities, losses, taxes, demands, lawsuits, claims, proceedings and/or causes of action incurred by or asserted against any Consultant Indemnified Party arising from or in connection with or otherwise related to (a) any breach by Client of any representation, covenant, agreement or obligation set forth in this Agreement, (b) personal injury (including death) or damage to real or personal property resulting from any act or omission of Client or any of its employees, affiliates, agents and/or representatives, (c) any negligent or more culpable act or omission of Client or any of its employees, affiliates, agents and/or representatives (including any reckless or willful misconduct), (d) any failure by Client or any of its employees, affiliates, agents and representatives to comply with any applicable federal, state, or local laws, statutes, regulations, or codes, (e) any Project for which Consultant did not perform any Services (including, without limitation, any Client Reserved Project or any Project for which Client or the Department performed plan reviews), and/or (f) any failure of Client to adequately inspect any Project.
10. LIMITATION OF LIABILITY.
- a. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - b. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
  - c. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT.

- d. The exclusions and limitations in Section 10(a) and Section 10(b) shall not apply to Client's indemnification obligations under Section 9.
11. SUBCONTRACTORS. Consultant shall have the right to subcontract all or portions of the Services without notice to Client; provided that Consultant shall not be relieved of any of its obligations under this Agreement. Upon completion of the Services for an applicable Project, Consultant shall provide Client a list of all personnel utilized in the completion of the Services (whether or not such personnel are subcontractors), including applicable license information for such personnel and the portion of the Services performed by such personnel.
12. INSURANCE.
- a. Consultant shall procure and maintain the following insurance policies with at least the minimum insurance coverages listed below:
    - i. Commercial general liability insurance with a combined single limit of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate, which shall include coverage for all premises and operations of Consultant, bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
    - ii. Professional liability insurance with a combined single limit of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate.
    - iii. Umbrella insurance with a limit of five million dollars (\$5,000,000).
  - b. Consultant's insurance policies will not cover subcontractors as named insureds. Subcontractors that perform any Services shall be required to maintain their own insurance coverage for the same limits and requirements as set forth in this Agreement, covering their respective portion of the Services performed.
  - c. Consultant shall provide certificates of insurance reflecting the above coverages to Client upon request.
13. INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. The details of the method and manner for performance of the Services by Consultant shall be under its own control. Consultant shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services.
14. OWNERSHIP OF DOCUMENTS.
- a. All intellectual property rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Consultant in performing the Services and

developed or acquired by Consultant prior to or independently of this Agreement shall be owned exclusively by Consultant and its licensors.

- b. Client hereby grants Consultant a nonexclusive, nontransferable and fully-paid license to use and display Client's name in Consultant's marketing materials, on its website, and for other similar purposes.

15. CONFIDENTIAL INFORMATION.

- a. All non-public, confidential or proprietary information of Consultant ("Confidential Information"), including, but not limited to, information about Consultant's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by Consultant to Client, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Client in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by Consultant in writing. Client shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Client's breach of this Agreement; (ii) is obtained by Client on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Client establishes by documentary evidence, was in its possession prior to Consultant's disclosure hereunder; (iv) was or is independently developed by Client without using any of the Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, in which case Client shall provide Consultant with prompt written notice thereof to permit Consultant an opportunity to appeal or challenge any such purportedly required disclosure.
- b. Client shall be responsible for any breach of this Section 15 caused by any of its employees, contractors, agents, or representatives. At any time during or after the term of this Agreement, at Consultant's written request, Client shall promptly return to Consultant all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Consultant that the Confidential Information has been destroyed. Client's obligations under this Section 15 will survive termination or expiration of this Agreement for a period of three (3) years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

16. REQUIRED AUTHORIZATIONS. Each of the Parties represents that it has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

17. SEVERABILITY. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or

unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email, personal delivery, nationally recognized overnight courier or certified or registered mail. A Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 18:

If to Client:	If to Consultant:
Name: <u>City of Verona</u>	EPLEX, LLC (d/b/a E-Plan Exam)
Attn: <u>Lucas Sivertsen</u>	Attn: David Adam (DA) Mattox
Address: <u>111 Lincoln St</u> <u>Verona, WI 53593</u>	12605 W North Ave., #189 Brookfield, WI 53005
Email: <u><a href="mailto:lsivertsen@veronawi.gov">lsivertsen@veronawi.gov</a></u>	Email: <a href="mailto:damattox@eplanexam.com">damattox@eplanexam.com</a>

19. **DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a “Dispute”), shall be submitted for negotiation and resolution to the President of Consultant (or to such other person of equivalent or superior position designated by Seller in a written Notice to Client) and to the recipient of Notices for Client (as set forth in Section 18, above), by delivery of written Notice (each, a “Dispute Notice”) from either of the Parties to the other Party. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve any Dispute within 90 days after delivery of the applicable Dispute Notice, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Sections 20, 21 and 22 hereunder.
20. **CHOICE OF FORUM.** Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
21. **WAIVER OF JURY TRIAL.** Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any [exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

22. GOVERNING LAW. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.
23. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Consultant hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns; and (i) other similar events beyond the reasonable control of the impacted Party.
24. AMENDMENTS. Any changes to Services, and any other proposed amendments to this Agreement, exhibits, schedules, attachments, and appendices attached to this Agreement, shall be mutually agreed upon between the Parties and shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed (by both Parties) amendment to this Agreement.
25. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
26. COUNTERPARTS; ELECTRONIC EXECUTION. This Agreement, and any amendments hereto, may be executed by electronic means (e.g., via DocuSign, .portable document format or any other electronic signature) and in any number of counterparts, and each such counterpart and electronic executed copy hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.
27. ASSIGNMENT. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section 27 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Consultant may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Consultant's assets without Client's consent.
28. ENTIRE AGREEMENT. This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. The Parties expressly agree that no terms or conditions set forth in any form or document issued by Client and/or the Applicant shall be deemed to modify or amend the terms of this Agreement (all of which are hereby rejected by Consultant) unless

expressly agreed to in writing by Consultant. The acceptance of any Accepted Project by Consultant is expressly made conditional on, and subject to, the acceptance of the terms and conditions set forth in this Agreement, notwithstanding any terms or conditions in any other form or document that may be different from, or in addition to, the terms and conditions set forth herein.

*[Signature Page Follows]*

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client: City of Verona Consultant: EPLEX, LLC

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: David Adam Mattox

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

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

## Exhibit A – Services

### 1. PLAN REVIEW SERVICES

Plan review is limited to Building and HVAC trades/disciplines for Accepted Projects.

### 2. PLAN REVIEW FEE:

- Building and HVAC plan review Fees shall be based upon the fee schedule set forth in **Exhibit B**.
- Base Fees will be split with Client as follows:
  - **85%** of Base Fees that are collected by Consultant are retained by Consultant and **15%** are remitted to Client, in each case in accordance with the terms of the Agreement.
    - Out of Consultant’s retained Base Fees, Consultant shall be responsible for fees due to the Department as required by and set forth in the applicable provisions of Section SPS 302.31(g) and Section SPS 302.31(h) of the Wisconsin Administrative Code.

## Exhibit B – Fees

COMMERCIAL PLAN REVIEW FEE SCHEDULE BUILDING / HVAC		
Base Fee Schedule (“Commercial Plan Base Fees”)		
Area (Square Feet)	Building Plans	HVAC Plans
Less than 2,500	\$330	\$220
2,501 - 5,000	\$550	\$260
5,001 - 10,000	\$750	\$400
10,001 - 20,000	\$1,100	\$540
20,001 - 30,000	\$1,500	\$830
30,001 - 40,000	\$2,000	\$1,100
40,001 - 50,000	\$2,700	\$1,500
50,001 - 75,000	\$3,400	\$2,100
75,001 - 100,000	\$5,600	\$2,700
100,001 - 200,000	\$9,900	\$6,300
200,001 - 300,000	\$15,000	\$9,200
300,001 - 400,000	\$18,500	\$12,000
400,001 - 500,000	\$20,000	\$13,500
Over 500,000	\$22,000	\$15,000

BUILDING / HVAC Fee Schedule Notes	
<b>Note:</b>	1. A Plan Entry Fee of \$100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review fees.
	2. Upon mutual agreement of Client’s Supervisor of Building Inspection and Consultant’s Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
<b>Determination of Floor Area</b>	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
<b>Structural Plans and other Component Submittals</b>	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements,

	other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.
<b>Permission to Start</b>	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be \$150.00.
<b>Plan Examination Extensions</b>	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.
<b>Resubmittals &amp; revisions</b>	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be \$75.00 with an additional \$100.00 plan entry fee. Any significant changes or alterations beyond minor amendments as determined by Consultant's Plan Examiner and Client's Inspection Services Department may result in additional charges as appropriate.
<b>Submittal of plans after construction</b>	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
<b>Expedited Priority Plan Review</b>	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
<b>Variance Review</b>	When approved by the State of Wisconsin Department of Safety and Professional Services to approve and review variances of State code for equivalency, the fee for processing any variance at the time of application shall be \$2,000.00.
<b>Fee Reduction for Multiple Identical Buildings</b>	A fee reduction may be taken for plans involving multiple identical buildings located on the same site and submitted at the same time. The fees for the submittal of building, heating and ventilation plans for the first building shall be determined in accordance with the table on the basis of the total gross area of one building. The fee for each of the remaining identical buildings shall be computed on the basis of an area of less than 2,500 square feet.

## Exhibit C – Client Reserved Projects

- Projects involving a building or structure that does not exceed a Project Review Threshold
- Projects involving HVAC scope of work that does not exceed a Project Review Threshold

**CITY OF VERONA  
RESOLUTION NO. R-26-014**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW  
PERMANENT OUTDOOR DISPLAY OF MERCHANDISE  
LOCATED AT 600 HOMETOWN CIRCLE**

**WHEREAS**, the proposed Conditional Use Permit will allow for permanent outdoor display of merchandise located at 600 Hometown Circle; and

**WHEREAS**, the Conditional Use Permit will not be detrimental to the public, health, safety, and morals of the community; will not have a negative impact on the neighborhood property values, environment or traffic; will not impede the orderly development of other properties within the vicinity; and

**WHEREAS**, the Conditional Use Permit will not interfere with current traffic patterns and will not violate the requirements of the Verona Zoning Ordinance; and

**WHEREAS**, the Plan Commission held a public hearing on the proposed Conditional Use Permit on May 4, 2026, and voted 5-0 to recommend approval; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Verona Common Council approves the Conditional Use Permit to allow permanent outdoor display of merchandise located at 600 Hometown Circle.

**CITY OF VERONA**

SEAL

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

\_\_\_\_\_  
Holly Licht, City Clerk

Passed, signed and dated this \_\_\_\_ day of May, 2026.

# Planning Report

City of Verona

Plan Commission 5-4-2026

## 600 Hometown Circle

### Conditional Use Permit Review

**Summary:** The Applicant is requesting conditional use permit for permanent outdoor display of merchandise located at 600 Hometown Circle.

**Property Location:** 600 Hometown Circle

**Property Owner:** Enterprise Drive, LLC  
P.O. Box 5391  
Janesville, WI 53547-5391

**Applicant:** Same

**Existing Zoning:** Suburban Commercial  
**Existing Land Use:** General Retail  
**Proposed Land Use:** Same

**Figure 1 – Location Map**



**Project Description:**

Blain’s Farm and Fleet (“Applicant”) currently has a general retail store located at 600 Hometown Circle (“Property”), which is depicted in Figure 1. The Applicant is requesting a conditional use permit for permanent outdoor display of merchandise for sheds to be located in the existing parking lot. The Property is zoned Suburban Commercial (SC) and is surrounded by other commercial businesses. The proposal is being reviewed as a conditional use permit (CUP) before the Plan Commission and Common Council as permanent outdoor display of merchandise requires a conditional use permit in the SC zoning district.

In 2007, the Plan Commission and Common Council approved a CUP for permanent display of merchandise in two (2) located with one (1) in the enclosed yard areas on the east and north sides of the building and the second underneath the arcade area at the front of the building. As this is a new location for outdoor display of merchandise, the Applicant is requesting an additional CUP.

**Specific Use Standards:**

The Applicant is requesting a CUP for permanent outdoor display of merchandise for the SC zoning district. The Zoning Ordinance contains specific use standards for certain land uses. This land use has the following requirements (Sec. 13-1-132(n)).

- (1) Only those goods and materials associated with the existing on-site use may be displayed or sold.*
- (2) Permanent outdoor display or sales areas shall not be located within any required yard, landscape area, or parking area.*
- (3) Permanent outdoor display or sales areas shall be surfaced with an approved hard surface material. Partially paved or unpaved outdoor display or sales areas shall be prohibited.*
- (4) Permanent outdoor display or sales areas shall not exceed ten (10) percent of the gross floor area of the primary building on the property unless approved as a conditional use.*

The sheds will be located in the front parking lot along the western property line in the spring and summer and will utilize twenty-five (25) parking stalls. The sheds will move to the western side of the building in the fall and winter, which will utilize seventeen (17) parking stalls. The sheds will be located on paved parking stalls and are less than ten (10) percent of the gross floor area of the building.

**Conditional Use Permit Findings:**

The Applicant is requesting a CUP for a permanent outdoor display of merchandise for the SC zoning district. The Zoning Ordinance requires all conditional uses to fulfill general standards for all CUP requests (Section 13-1-217(d)(2)).

1. *How is the proposed conditional use (in its specific location) in harmony with the purposes, goals, objectives, policies and standards of the City of Verona Comprehensive Plan, this Chapter, and any other plan, program, or Chapter adopted, or under consideration pursuant to official notice by the City?*

Yes, the location of the proposed use is in harmony with the goals and policies of the City in the specific location proposed. The Applicant is utilizing excess parking for retail sales and the City's plans support infill development.

2. *Does the proposed conditional use, in its proposed location and as depicted on the required site plan [see Subsection (c)(4), above], result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors such as dust, lighting, air pollution, noise, odor, glare, heat, hazardous materials, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or Chapter adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?*

No, the proposed use will not adversely impact adjoining properties, traffic, or the environment. The area surrounding this Property is built. The Applicant was approved in 2007 for 408 parking stalls with the minimum parking requirement of 382 parking stalls. The Applicant will still have plenty of parking available on the Property with the sheds utilizing some of the parking stalls.

3. *Does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?*

Yes, as the surrounding area is retail development.

4. *Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?*

The site is adequately served by public improvements and the proposed use will not impose an undue burden on these improvements.

5. *Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use, after taking into*

*consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts?*

The public benefits outweigh any adverse impacts.

**Recommendation:**

Staff recommends the Plan Commission recommend the Common Council approve the conditional use permit to allow permanent outdoor display of merchandise land use at 600 Hometown Circle.

**Submitted by:** Katherine Holt *KH*  
Community Development Specialist

**Reviewed by:** Lucas Sivertsen, AICP  
Director of Planning and Development

**From:** Jeffrey Hart  
**Sent:** Thursday, February 12, 2026 2:45 PM  
**To:** Katherine Holt  
**Cc:** Lucas Sivertsen; Jason Lohm

**Subject:** RE: Farm & Fleet of Verona

Thank you Katherine.

So before I send everyone jumping through the needed hoops, I wanted to clarify one thing. The sheds will be owned and sold by the shed vendor. Not Farm & Fleet. I just want to make sure that is ok before we proceed.

Thanks.

Jeff

***Jeffrey S. Hart***

Construction Project Manager

Blain Supply Inc.  
3507 E. Racine St  
P.O. Box 5391  
Janesville WI. 53547-5391

**From:** Jeffrey Hart  
**Sent:** Monday, February 9, 2026 8:19 AM  
**To:** Katherine Holt  
**Subject:** RE: Farm & Fleet of Verona

Good morning Katherine.

We would like to place them in the parking lot all year long. They would be located in the front parking lot from March-Sept (Spring & Summer) but would move to the West portion of the lot during the fall and winter.

I would be happy to review over the phone or TEAMS or I can come to you if that helps.

Thank you for your help.

Jeff

***Jeffrey S. Hart***

Construction Project Manager

Blain Supply Inc.  
3507 E. Racine St  
P.O. Box 5391  
Janesville WI. 53547-5391

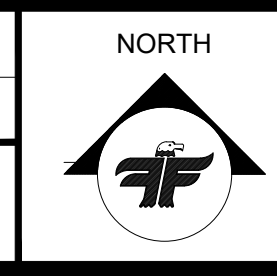
PROPOSED SHED AREA  
 AREA = 3,060 S.F. FALL  
 AND WINTER ONLY

PROPOSED SHED AREA  
 AREA = 4,770 S.F. SPRING  
 AND SUMMER ONLY

REV.	BY	DATE	DESCRIPTION	REV.	BY	DATE	DESCRIPTION
0	-	-	RELEASED FOR BID PURPOSES ONLY (NOT FOR CONSTRUCTION)				

**Blain's FARM & FLEET**  
 P.O. BOX 5381 3507 EAST RACINE STREET  
 JANESVILLE, WI 53547  
 © BLAIN SUPPLY, INC. 808-754-2821

SCALE: 1" = 40'  
 DATE: NOVEMBER 3, 2025  
 DRAWN BY: EEG/AW  
 CHECKED BY:  
 THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION OF FARM & FLEET, INC. NEITHER THIS DOCUMENT NOR THE INFORMATION HEREIN IS TO BE REPRODUCED, USED OR DISCLOSED EITHER IN WHOLE OR IN PART EXCEPT AS SPECIFICALLY AUTHORIZED BY FARM & FLEET, INC.



PROJECT NAME: FARM & FLEET OF VERONA  
 760 EAST VERONA AVENUE  
 VERONA, WISCONSIN 53593  
 PROJECT TITLE: PROPOSED SHED AREA

DRAWING NO. **C000**



**CITY OF VERONA  
RESOLUTION NO. R-26-015**

**RESOLUTION APPROVING A CERTIFIED SURVEY MAP  
TO CREATE ONE (1) LOT AND THREE (3) OUTLOTS  
LOCATED AT 3040 SHADY OAK LANE AND ARDENT GLEN SUBDIVISION**

**WHEREAS**, the property owner is proposing to create one (1) lot and three (3) outlots via a certified survey map; and

**WHEREAS**, it is in the public interest to create the lot and outlots; and

**WHEREAS**, the proposed lot will meet all applicable State requirements, setback requirements, and lot area and width requirements; and

**NOW, THEREFORE, BE IT RESOLVED** that a certified survey map be approved to create one (1) lot located at 3040 Shady Oak Lane and three (3) outlots located in the Ardent Glen Subdivision.

**CITY OF VERONA**

SEAL

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

\_\_\_\_\_  
Holly Licht, City Clerk

Passed, signed and dated this \_\_\_\_ day of May, 2026.

# Planning Report

City of Verona

Plan Commission 5-4-2026

## Ardent Glen

Certified Survey Map

**Summary:** The Applicant has submitted a certified survey map (CSM) to create one (1) lot and three (3) outlots abutting Shady Oak Lane and 3040 Shady Oak Lane.

**Property Location:** Lands to the west of Shady Oak Lane and 3040 Shady Oak Lane

**Property Owner:** Marty Century Farm Family LLP  
3223 Marty Road  
Madison, WI 53719

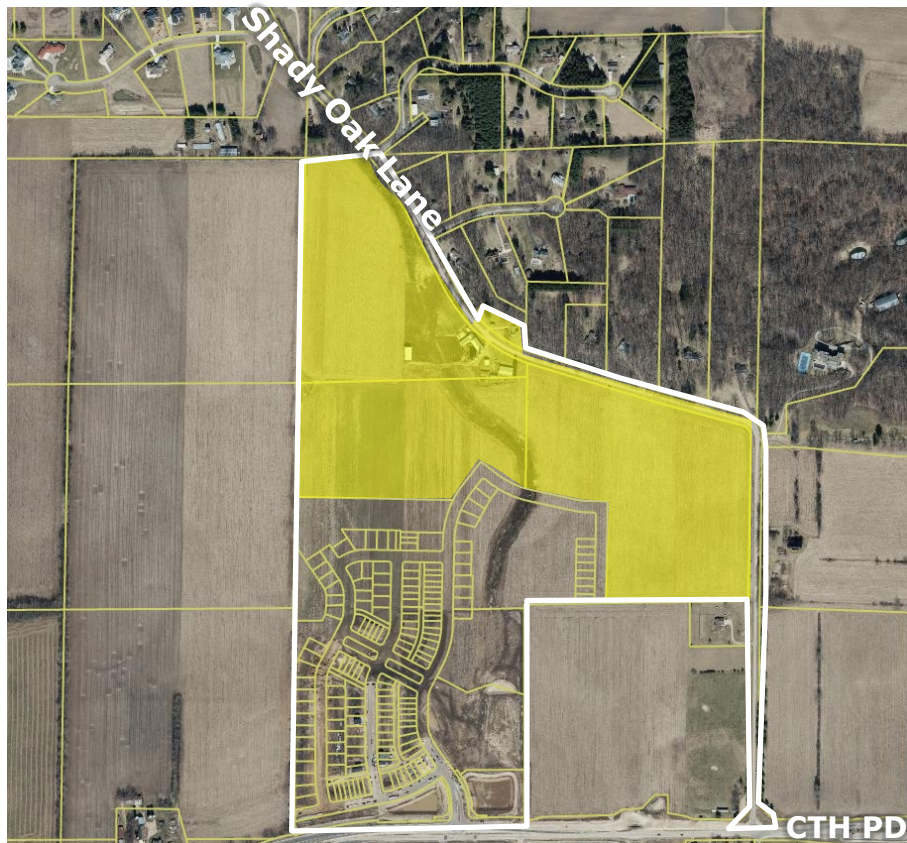
**Applicant:** D'Onofrio, Kottke, & Associates, Inc.  
7530 Westward Way  
Madison, WI 53717

**Existing Zoning:** Mixed Residential (MR) with a Planned Development (PD) Overlay Zone

**Existing Land Use:** Residential and farming

**Proposed Land Use:** Same

**Figure 1 - Location Map**



\*Ardent Glen in white and CSM request in yellow

Ardent Glen  
Certified Survey Map

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**CSM Review:**

The Applicant is requesting approval of a certified survey map (CSM) to create one (1) lot and three (3) outlots ("Application") for a total of approximately seventy-three (73)-acres abutting Shady Oak Lane ("Property") as part of the overall Ardent Glen subdivision. The land is in the City of Verona. The Applicant is requesting the CSM to continue purchasing land from the current property owner with the ultimate goal of requesting a preliminary and final plat to create residential lots in the future. 3040 Shady Oak Lane, Lot 1, will be a separate lot allowing the single-family home to remain on its own lot. As part of the CSM, the Applicant will dedicate right-of-way towards Shady Oak Lane. Upon the completion of further engineering and roadway design, additional right-of-way will likely need to be dedicated. This dedication would happen at the Final Plat as future phases are constructed. The proposed CSM meets the lot requirements and Staff has no concerns with the CSM.

**Recommendation:**

Staff recommends the Plan Commission recommend that the Common Council approve the certified survey map to create one (1) lot and three (3) outlots abutting Shady Oak Lane.

**Prepared by:** Katherine Holt *KH*  
Community Development Specialist

**Submitted by:** Lucas Sivertsen, AICP  
Director of Planning and Development

January 29, 2026

Lucas Sivertsen  
City of Verona  
111 Lincoln Street  
Verona, WI 53593

Re: Ardent Glen  
Certified Survey Map Submittal

Dear Lucas:

On behalf of Veridian Homes, we are submitting a three lot CSM of the unplatted lands of the Ardent Glen neighborhood.

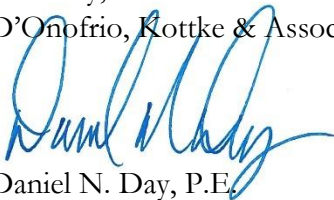
The certified survey map is being completed to allow for continuing purchase of the lands from the Marty family and to divide off the single-family home on the north side of Shady Oak that is not part of Veridian's offer to purchase with the Marty family.

The following documents are being supplied digitally only at this time except the check will be hand delivered to City Hall. Hard copies will be provided prior to the Plan Commission meeting if you would like them. Enclosed please find the following related to revised preliminary plat submittal:

- Proposed Certified Survey map
- Application Form
- Check in the amount of \$450 for the review of the application (hand delivered)

Please contact us if you have any questions.

Sincerely,  
D'Onofrio, Kottke & Associates, Inc.



Daniel N. Day, P.E.

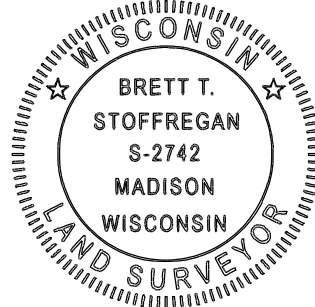
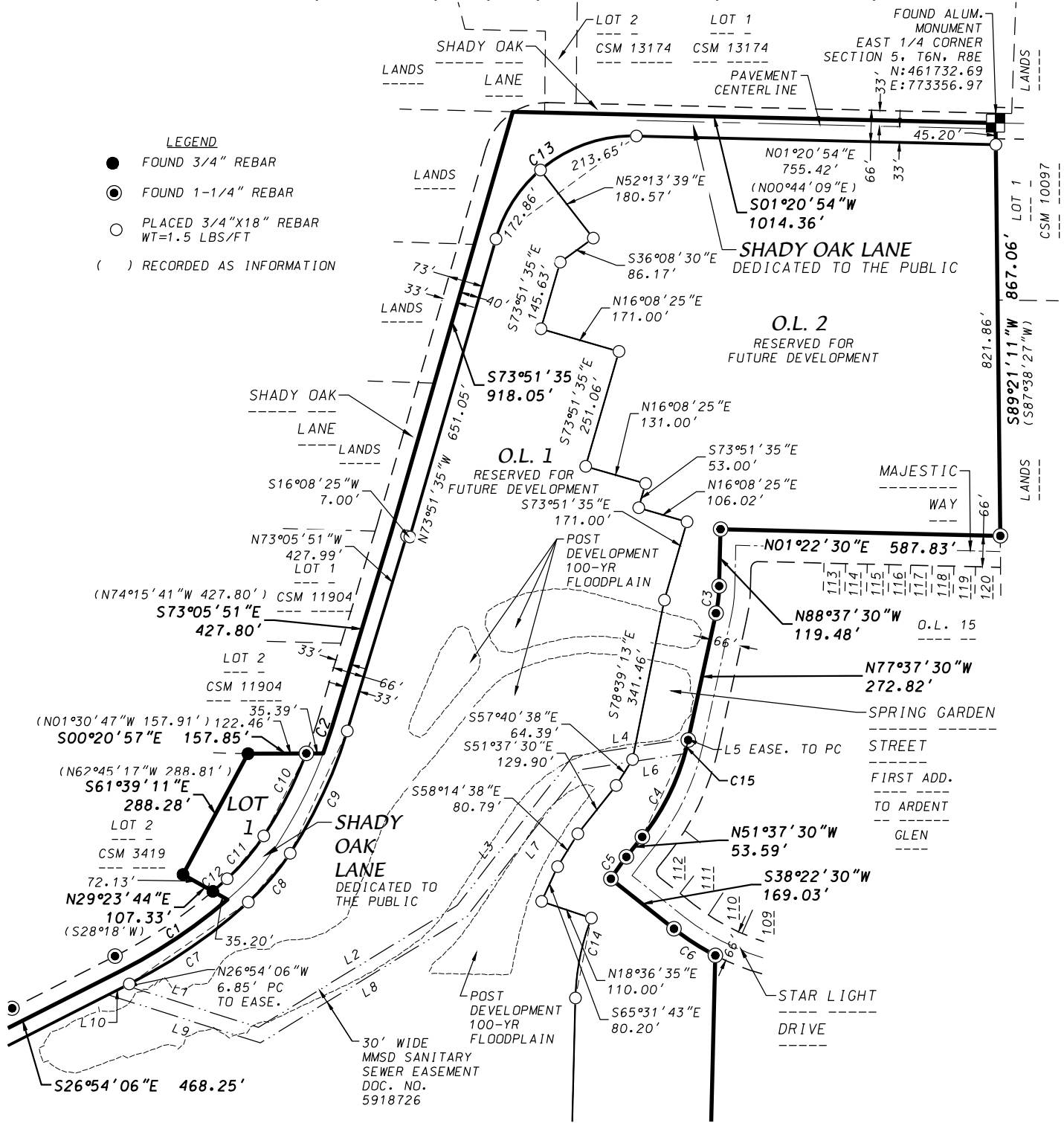
cc: Matt Brink, Veridian Homes, LLC (via email)  
Brian Munson, Vandewalle Associates, Inc (via email)

U:\User\2507106\Surveying\Submittals\City CSM (1-29-26)\AG CSM Submittal.docx

# CERTIFIED SURVEY MAP

LOCATED IN THE NW1/4 OF THE SE1/4, NE1/4 OF THE SE1/4, SE1/4 OF THE SE1/4 AND THE SW1/4 OF THE SE1/4, SECTION 5, T6N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

- LEGEND**
- FOUND 3/4" REBAR
  - ⊙ FOUND 1-1/4" REBAR
  - PLACED 3/4"x18" REBAR WT=1.5 LBS/FT
  - ( ) RECORDED AS INFORMATION

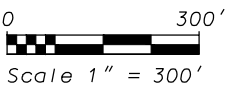


2/9/26

*Brett Stoffregan*



GRID NORTH  
WISCONSIN COORDINATE  
REFERENCE SYSTEM  
DANE COUNTY NAD83 (2011)  
THE WEST LINE OF THE SE1/4  
OF SECTION 5, T6N, R8E  
BEARS N01°22'30"E



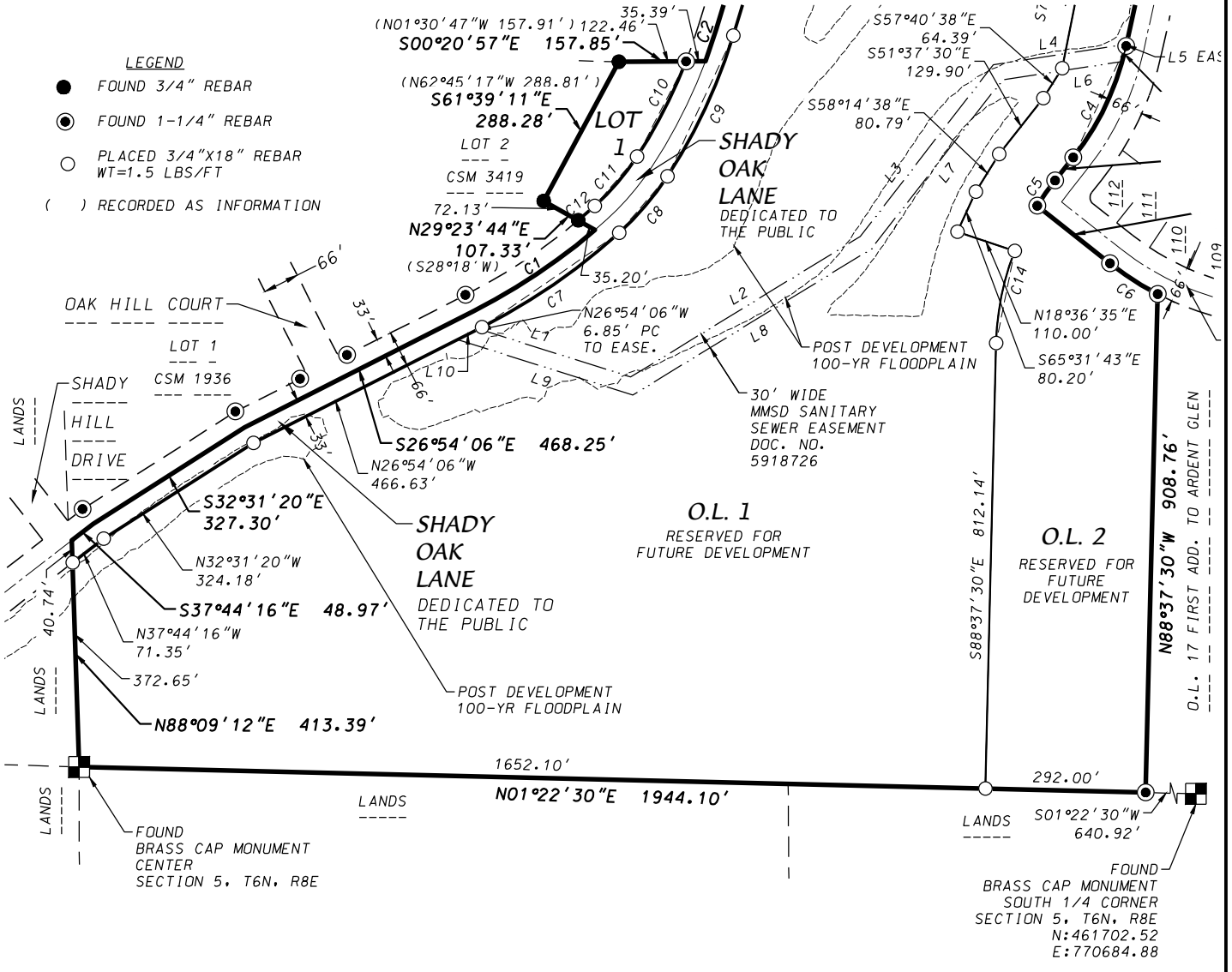
SHEET: 1 OF 6

DATE: February 09, 2026  
F.N.: 25-07-106  
C.S.M. NO. \_\_\_\_\_  
DOC. NO. \_\_\_\_\_  
VOL. \_\_\_\_\_ SHEET \_\_\_\_\_

**D'ONOFRIO KOTTKE AND ASSOCIATES, INC.**  
7530 Westward Way, Madison, WI 53717  
Phone: 608.833.7530 • Fax: 608.833.1089  
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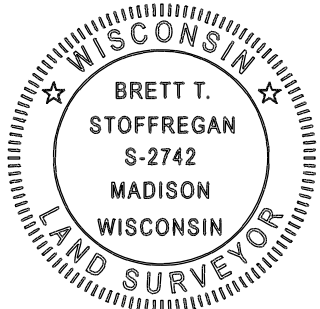
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LINE TABLE

LINE#	DIRECTION	LENGTH
L1	S17°31'34"W	290.87'
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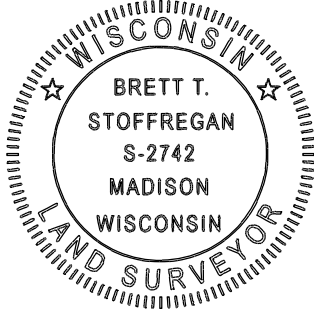
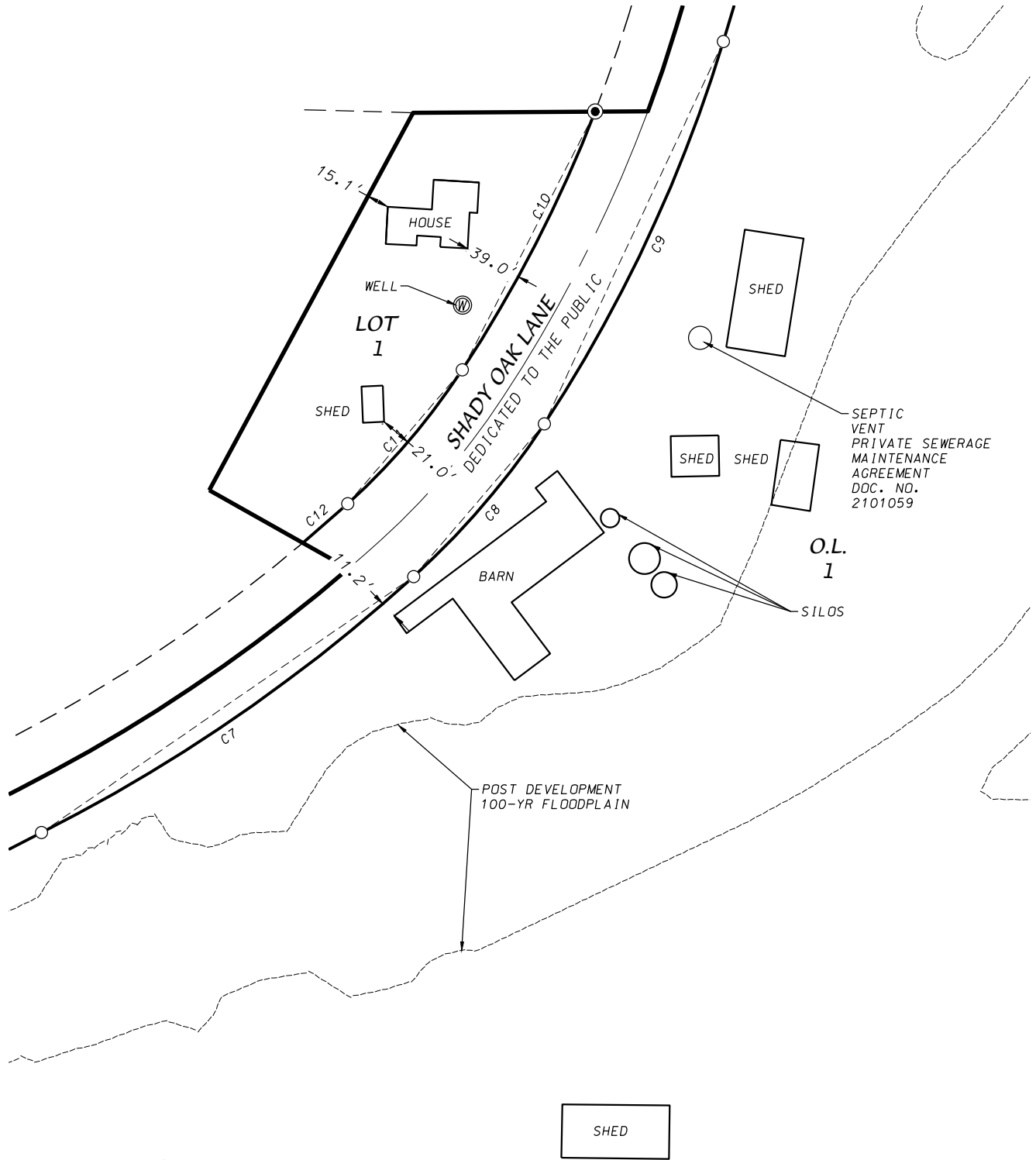
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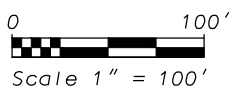


*Brett Stoffregan*

EXISTING FEATURES



GRID NORTH  
WISCONSIN COORDINATE  
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DANE COUNTY NAD83 (2011)  
THE WEST LINE OF THE SE1/4  
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## SURVEYOR'S CERTIFICATE

I, Brett T. Stoffregan, Professional Land Surveyor, S-2742, do hereby certify that this survey is in full compliance with Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Verona, Dane County, Wisconsin and under the direction of the Owners listed below, I have surveyed, divided and mapped the land described herein and that said map is a correct representation of the exterior boundaries of the land surveyed and the division thereof. Said land is described as follows:

A parcel of land located in the NW1/4 of the SE1/4, NE1/4 of the SE1/4, SE1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 5, Township 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 5; thence N01°22'30"E, 1944.10 feet along the West line of said SE1/4 to the Center of said Section 5; thence N88°09'12"E, 413.39 feet along the North line of said NW1/4 of the SE1/4 to a point on the centerline of Shady Oak Lane; thence S37°44'16"E, 48.97 feet along said centerline; thence S32°31'20"E, 327.30 feet along said centerline; thence S26°54'06"E, 468.25 feet along said centerline to a point of curve; thence Southeasterly along said centerline along a curve to the left which has a radius of 1109.68 feet and a chord which bears S33°47'22"E, 266.16 feet; thence N29°23'44"E, 107.33 feet along a jog in the Southwesterly line of Lot 2, Certified Survey Map No. 3419 and the Southwesterly extension thereof; thence S61°39'11"E, 288.28 feet along said Southwesterly line to a point on the West line of Lot 2, Certified Survey Map No. 11904; thence S00°20'57"E, 157.85 feet along said West line and the Southerly extension thereof to a point of curve on the centerline of Shady Oak Lane; thence Easterly along said centerline along a curve to the left which has a radius of 963.37 feet and a chord which bears S71°19'39"E, 59.51 feet; thence S73°05'51"E, 427.80 feet along said centerline; thence S73°51'35"E, 918.05 feet along said centerline to a point on the East line of said SE1/4; thence S01°20'54"W, 1014.36 feet along said East line to the East 1/4 corner of said Section 5; thence S89°21'11"W, 867.06 feet along the South line of said Southeast, also being along the North line of Lot 1, Certified Survey Map No. 10097, to the East right-of-way line of Majestic Way; thence N01°22'30"E, 587.83 feet along said East right-of-way line to the North right-of-way line of Spring Garden Street; thence N88°37'30"W, 119.48 feet along said North right-of-way line to a point of curve; thence Westerly along said North right-of-way line along a curve to the right which has a radius of 300.00 feet and a chord which bears N83°07'30"W, 57.51 feet; thence N77°37'30"W, 272.82 feet along the Northeasterly right-of-way line of Spring Garden Street to a point of curve; thence Northwesterly along said Northeasterly right-of-way line along a curve to the right which has a radius of 500.00 feet and a chord which bears N64°37'30"W, 224.95 feet; thence N51°37'30"W, 53.59 feet along said Northeasterly right-of-way line to a point of curve; thence Northwesterly along said Northeasterly right-of-way line along a curve to the left which has a radius of 497.00 feet and a chord which bears N54°52'23"W, 56.32 feet to the Northwest right-of-way line of Star Light Drive; thence S38°22'30"W, 169.03 feet along said Northwest right-of-way line to a point of curve; thence Southwesterly along said Northwest right-of-way line along a curve to the left which has a radius of 533.00 feet and a chord which bears S32°48'33"W, 103.40 feet to the Northeast corner of Outlot 17, First Addition to Ardent Glen; thence N88°37'30"W, 908.76 feet along the North line of said Outlot 17 to the point of beginning. Containing 73.100 acres.

Dated this 9th day of February, 2026.




Brett T. Stoffregan, Professional Land Surveyor, S-2742



## NOTES

- Parcel Areas: Lot 1 - 33,490 square feet (0.7688 acres)  
O.L. 1 - 2,026,601 square feet (46.5244 acres)  
O.L. 2 - 1,085,641 square feet (24.9229 acres)



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C.S.M. NO. \_\_\_\_\_

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SHEET: 4 OF 6

# CERTIFIED SURVEY MAP

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THE SW1/4 OF THE SE1/4, SECTION 5, T6N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

### CURVE TABLE

CURVE NO.	SUB CURVE	CURVE RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
C1		1109.68'	266.80'	266.16'	S33°47'22"E	13°46'33"	OUT-S40°40'38"E
C2		963.37'	59.52'	59.51'	S71°19'39"E	03°32'24"	IN-S69°33'27"E
C3		300.00'	57.60'	57.51'	N83°07'30"W	11°00'00"	
C4		500.00'	226.89'	224.95'	N64°37'30"W	26°00'00"	
C5		497.00'	56.35'	56.32'	N54°52'23"W	06°29'47"	OUT-N58°07'17"W
C6		533.00'	103.56'	103.40'	S32°48'33"W	11°07'56"	IN-N27°14'36"E
C7		1142.68'	304.35'	303.45'	S34°31'55"E	15°15'38"	OUT-S42°09'44"E
C8		533.00'	135.55'	135.18'	S49°26'51"E	14°34'14"	OUT-S56°43'58"E
C9		996.37'	284.61'	283.65'	S64°54'58"E	16°22'00"	
C10		930.37'	195.69'	195.33'	N62°45'30"W	12°03'04"	IN-N68°47'02"W OUT-N56°43'58"W
C11		467.00'	118.75'	118.43'	N49°26'53"W	14°34'10"	OUT-N42°09'44"W
C12		1076.68'	39.90'	39.90'	N41°06'04"W	02°07'24"	OUT-N40°02'22"W
C13		300.00'	393.79'	366.12'	S36°15'20"E	75°12'29"	
	DL1	300.00'	172.85'	175.34'	S57°06'58"E	33°29'14"	
	DL2	300.00'	213.66'	218.45'	S19°30'44"E	41°43'15"	
C14		497.00'	172.17'	171.31'	N78°42'02"W	19°50'55"	IN-N68°46'34"W
C15		500.00'	29.17'	29.17'	N75°57'13"W	03°20'34"	

OWNER'S CERTIFICATE

Marty Century Farm Family, LLP, a Wisconsin limited liability partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, certify that said limited liability partnership caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also certify that this Certified Survey Map is to be submitted to the City of Verona for approval.

IN WITNESS WHEREOF, the said Marty Century Farm Family, LLP, has caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Marty Century Farm Family, LLP

\_\_\_\_\_

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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above named person(s) to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission expires \_\_\_\_\_ Notary Public, Dane County, Wisconsin



*Brett Stoffregan*

DATE: February 09, 2026  
 F.N.: 25-07-106  
 C.S.M. NO. \_\_\_\_\_  
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SHEET: 5 OF 6

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## CITY OF VERONA APPROVAL

Resolved that this Certified Survey Map is hereby acknowledged and approved, including the roadway by the City of Verona this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Approved on \_\_\_\_\_.

Holly Licht, Clerk, City of Verona

## REGISTER OF DEEDS CERTIFICATE

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_ 2026 at \_\_\_\_\_ .M.  
and recorded in Volume \_\_\_\_\_ of Certified Survey Maps on  
Pages \_\_\_\_\_ as Document Number \_\_\_\_\_.

Kristi Chlebowski, Dane County Register of Deeds



2/9/26

*Brett Stoffregan*

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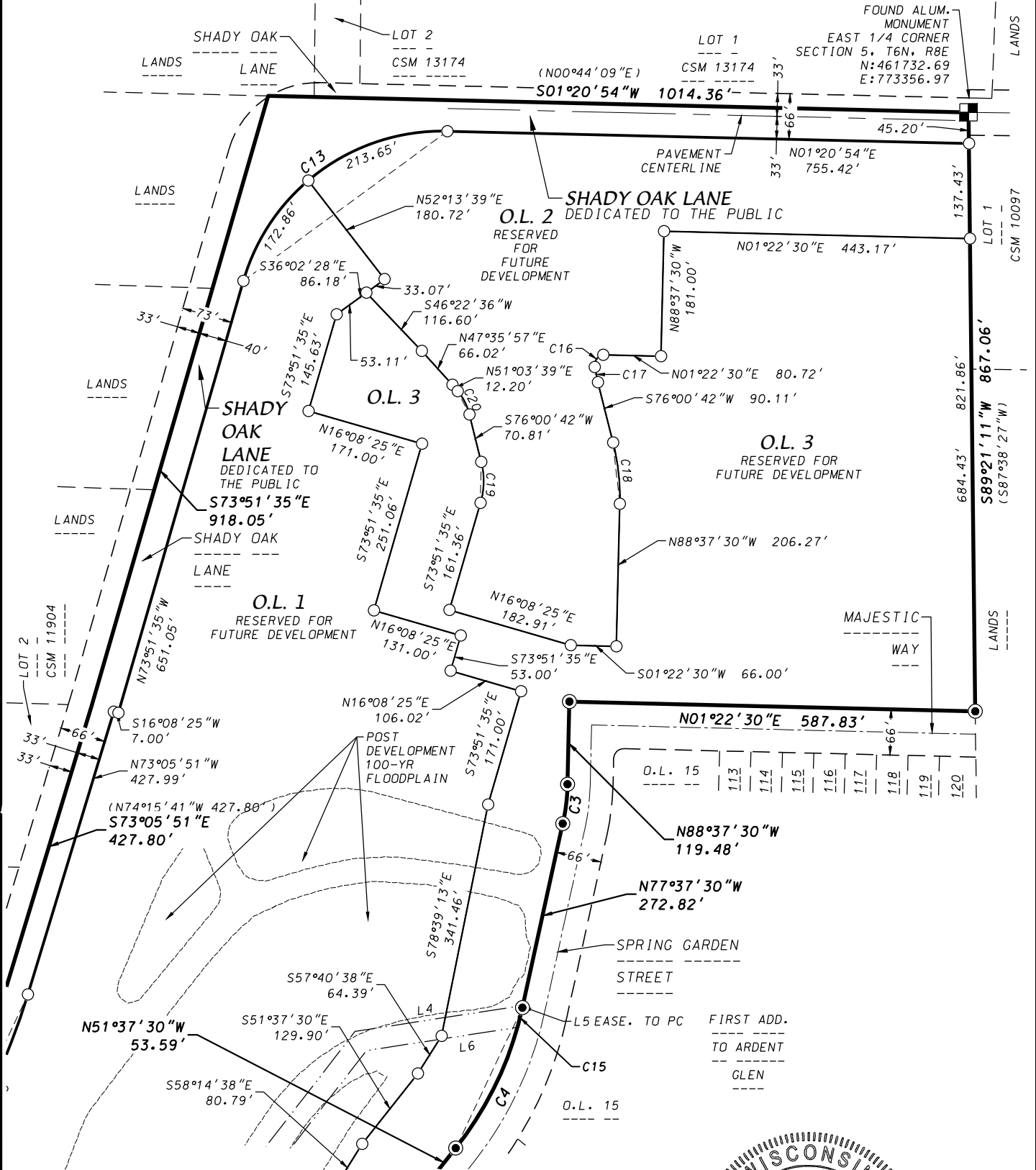
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SHEET: 6 OF 6

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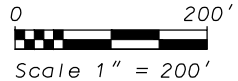
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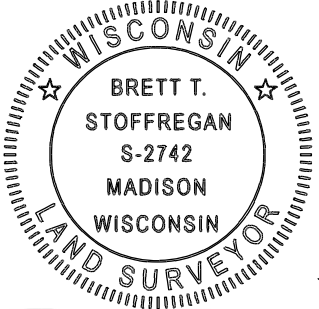
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SHEET: 1 OF 6



*Brett T. Stoffregan*

3/19/26

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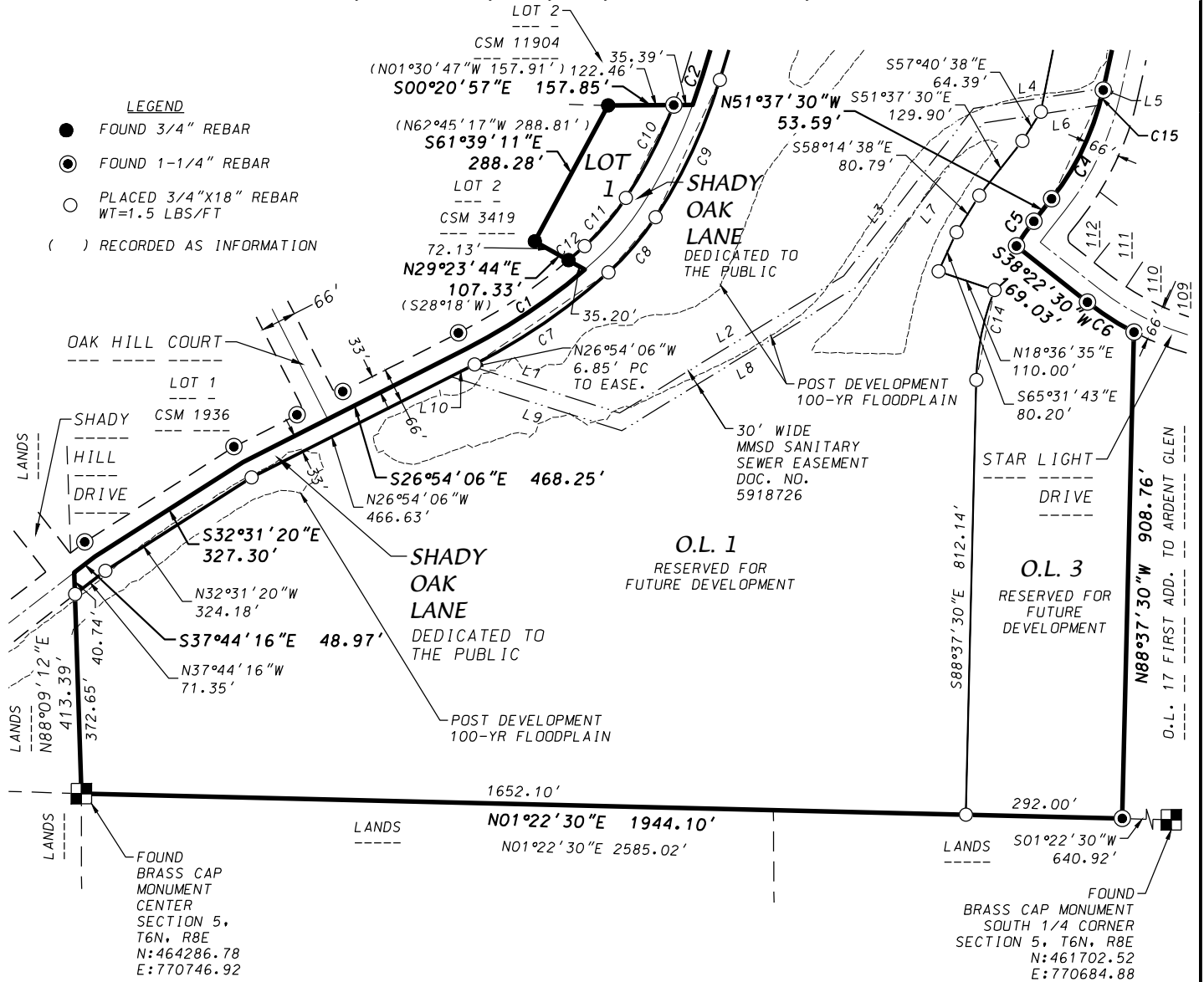
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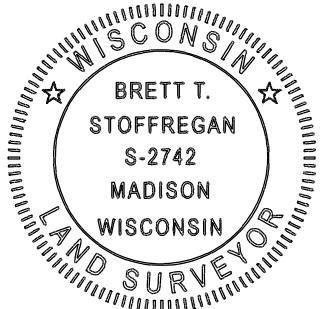
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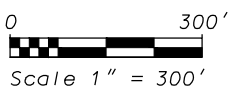
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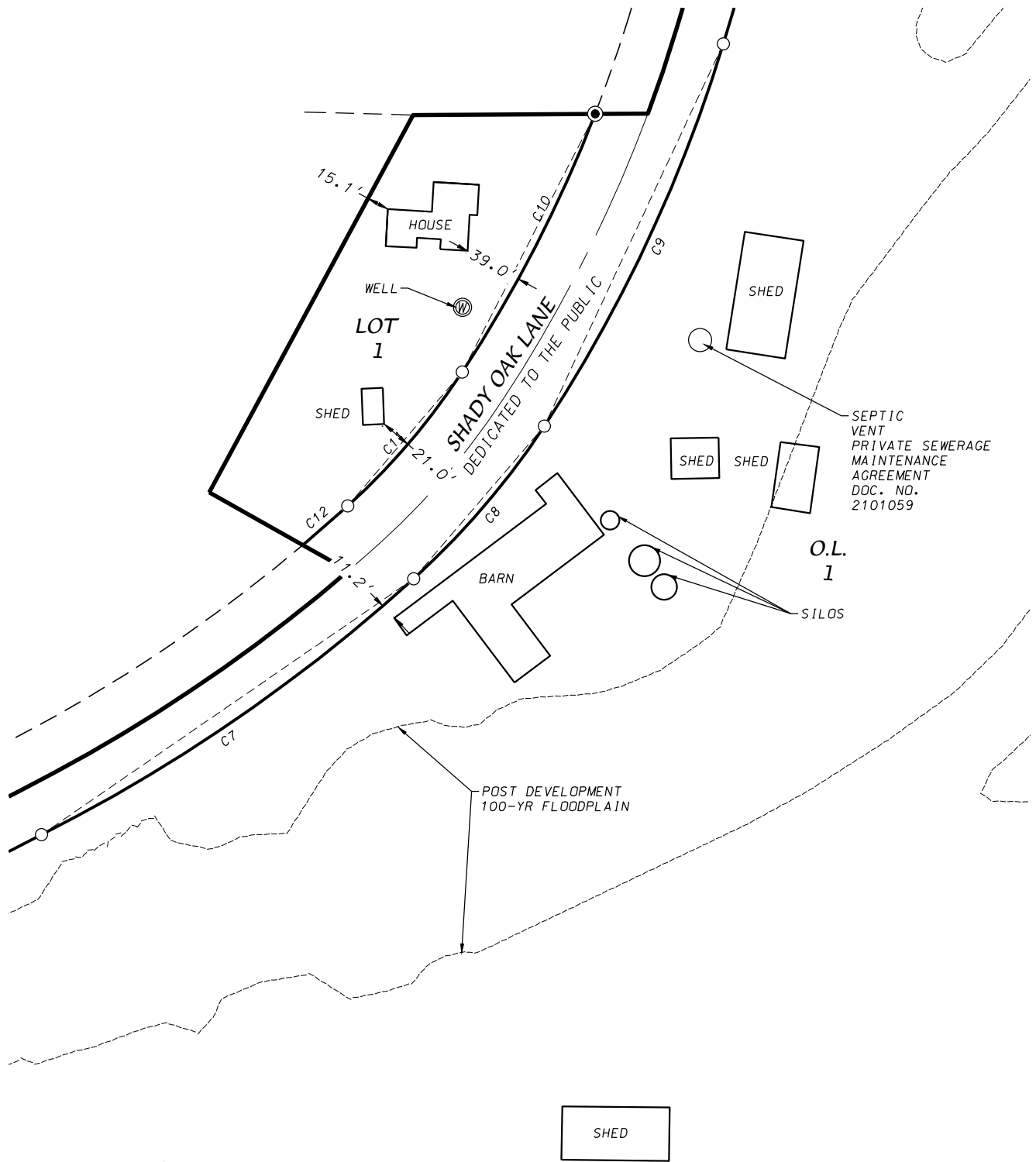
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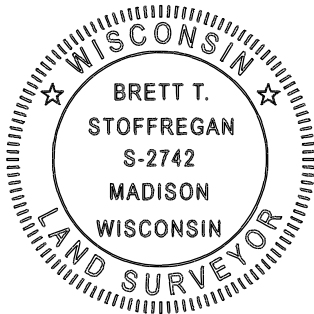
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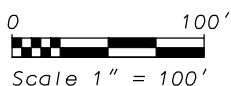


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I, Brett T. Stoffregan, Professional Land Surveyor, S-2742, do hereby certify that this survey is in full compliance with Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Verona, Dane County, Wisconsin and under the direction of the Owners listed below, I have surveyed, divided and mapped the land described herein and that said map is a correct representation of the exterior boundaries of the land surveyed and the division thereof. Said land is described as follows:

A parcel of land located in the NW1/4 of the SE1/4, NE1/4 of the SE1/4, SE1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 5, Township 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 5; thence N01°22'30"E, 1944.10 feet along the West line of said SE1/4 to the Center of said Section 5; thence N88°09'12"E, 413.39 feet along the North line of said NW1/4 of the SE1/4 to a point on the centerline of Shady Oak Lane; thence S37°44'16"E, 48.97 feet along said centerline; thence S32°31'20"E, 327.30 feet along said centerline; thence S26°54'06"E, 468.25 feet along said centerline to a point of curve; thence Southeasterly along said centerline along a curve to the left which has a radius of 1109.68 feet and a chord which bears S33°47'22"E, 266.16 feet; thence N29°23'44"E, 107.33 feet along a jog in the Southwesterly line of Lot 2, Certified Survey Map No. 3419 and the Southwesterly extension thereof; thence S61°39'11"E, 288.28 feet along said Southwesterly line to a point on the West line of Lot 2, Certified Survey Map No. 11904; thence S00°20'57"E, 157.85 feet along said West line and the Southerly extension thereof to a point of curve on the centerline of Shady Oak Lane; thence Easterly along said centerline along a curve to the left which has a radius of 963.37 feet and a chord which bears S71°19'39"E, 59.51 feet; thence S73°05'51"E, 427.80 feet along said centerline; thence S73°51'35"E, 918.05 feet along said centerline to a point on the East line of said SE1/4; thence S01°20'54"W, 1014.36 feet along said East line to the East 1/4 corner of said Section 5; thence S89°21'11"W, 867.06 feet along the South line of said Southeast, also being along the North line of Lot 1, Certified Survey Map No. 10097, to the East right-of-way line of Majestic Way; thence N01°22'30"E, 587.83 feet along said East right-of-way line to the North right-of-way line of Spring Garden Street; thence N88°37'30"W, 119.48 feet along said North right-of-way line to a point of curve; thence Westerly along said North right-of-way line along a curve to the right which has a radius of 300.00 feet and a chord which bears N83°07'30"W, 57.51 feet; thence N77°37'30"W, 272.82 feet along the Northeasterly right-of-way line of Spring Garden Street to a point of curve; thence Northwesterly along said Northeasterly right-of-way line along a curve to the right which has a radius of 500.00 feet and a chord which bears N64°37'30"W, 224.95 feet; thence N51°37'30"W, 53.59 feet along said Northeasterly right-of-way line to a point of curve; thence Northwesterly along said Northeasterly right-of-way line along a curve to the left which has a radius of 497.00 feet and a chord which bears N54°52'23"W, 56.32 feet to the Northwest right-of-way line of Star Light Drive; thence S38°22'30"W, 169.03 feet along said Northwest right-of-way line to a point of curve; thence Southwesterly along said Northwest right-of-way line along a curve to the left which has a radius of 533.00 feet and a chord which bears S32°48'33"W, 103.40 feet to the Northeast corner of Outlot 17, First Addition to Ardent Glen; thence N88°37'30"W, 908.76 feet along the North line of said Outlot 17 to the point of beginning. Containing 73.100 acres.

Dated this 19th day of March, 2026.



Brett T. Stoffregan, Professional Land Surveyor, S-2742



## NOTES

- Parcel Areas: Lot 1 - 33,490 square feet (0.7688 acres)  
O.L. 1 - 2,026,601 square feet (46.5244 acres)  
O.L. 2 - 286,623 square feet (6.5800 acres)  
O.L. 3 - 799,012 square feet (18.3428 acres)

**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

SHEET: 4 OF 6

DATE: March 19, 2026  
F.N.: 25-07-106  
C.S.M. NO. \_\_\_\_\_  
DOC. NO. \_\_\_\_\_  
VOL. \_\_\_\_\_ SHEET \_\_\_\_\_

# CERTIFIED SURVEY MAP

LOCATED IN THE NW1/4 OF THE SE1/4, NE1/4 OF THE SE1/4, SE1/4 OF THE SE1/4 AND  
THE SW1/4 OF THE SE1/4, SECTION 5, T6N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

## CURVE TABLE

CURVE NO.	SUB CURVE	CURVE RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
C1		1109.68'	266.80'	266.16'	S33°47'22"E	13°46'33"	OUT-S40°40'38"W
C2		963.37'	59.52'	59.51'	S71°19'39"E	03°32'24"	IN-S69°33'27"E
C3		300.00'	57.60'	57.51'	N83°07'30"W	11°00'00"	
C4		500.00'	226.89'	224.95'	N64°37'30"W	26°00'00"	
C5		497.00'	56.35'	56.32'	N54°52'23"W	06°29'47"	OUT-N58°07'17"W
C6		533.00'	103.56'	103.40'	S32°48'33"W	11°07'56"	IN-N27°14'36"E
C7		1142.68'	304.35'	303.45'	S34°31'55"E	15°15'38"	OUT-S42°09'44"E
C8		533.00'	135.55'	135.18'	S49°26'51"E	14°34'14"	OUT-S56°43'58"E
C9		996.37'	284.61'	283.65'	S64°54'58"E	16°22'00"	
C10		930.37'	195.69'	195.33'	N62°45'30"W	12°03'04"	IN-N68°47'02"W OUT-N56°43'58"W
C11		467.00'	118.75'	118.43'	N49°26'53"W	14°34'10"	OUT-N42°09'44"W
C12		1076.68'	39.90'	39.90'	N41°06'04"W	02°07'24"	OUT-N40°02'22"W
C13		300.00'	393.79'	366.12'	S36°15'20"E	75°12'29"	
	DL1	300.00'	172.85'	175.34'	S57°06'58"E	33°29'14"	
	DL2	300.00'	213.66'	218.45'	S19°30'44"E	41°43'15"	
C14		497.00'	172.17'	171.31'	N78°42'02"W	19°50'55"	IN-N68°46'34"W
C15		500.00'	29.17'	29.17'	N75°57'13"W	03°20'34"	
C16		15.00'	23.16'	26.45'	N49°08'54"W	101°02'48"	OUT-S80°19'42"W
C17		300.00'	22.60'	22.60'	S78°10'12"W	04°19'00"	
C18		333.00'	89.02'	89.29'	S83°41'36"W	15°21'48"	
C19		114.00'	59.26'	59.95'	S88°55'27"E	30°07'43"	
C20		87.00'	37.59'	37.89'	N63°32'11"E	24°57'03"	



*Brett Stoffregan*

DATE: March 19, 2026

F.N.: 25-07-106


C.S.M. NO. \_\_\_\_\_

DOC. NO. \_\_\_\_\_

VOL. \_\_\_\_\_ SHEET \_\_\_\_\_

3/19/26

SHEET: 5 OF 6



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# CERTIFIED SURVEY MAP

LOCATED IN THE NW1/4 OF THE SE1/4, NE1/4 OF THE SE1/4, SE1/4 OF THE SE1/4 AND THE SW1/4 OF THE SE1/4, SECTION 5, T6N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

### OWNER'S CERTIFICATE

Marty Century Farm Family, LLP, a Wisconsin limited liability partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, certify that said limited liability partnership caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also certify that this Certified Survey Map is to be submitted to the City of Verona for approval.

IN WITNESS WHEREOF, the said Marty Century Farm Family, LLP, has caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Marty Century Farm Family, LLP

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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above named person(s) to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission expires \_\_\_\_\_ Notary Public, Dane County, Wisconsin

### CITY OF VERONA APPROVAL

Resolved that this Certified Survey Map is hereby acknowledged and approved, including the roadway by the City of Verona this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

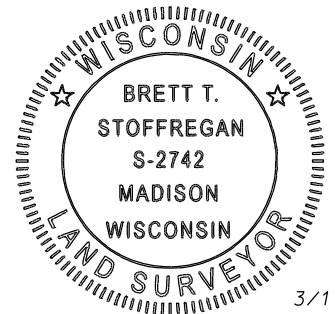
Approved on \_\_\_\_\_.

\_\_\_\_\_  
Holly Licht, Clerk, City of Verona

### REGISTER OF DEEDS CERTIFICATE

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_ 2026 at \_\_\_\_\_ M.  
and recorded in Volume \_\_\_\_\_ of Certified Survey Maps on  
Pages \_\_\_\_\_ as Document Number \_\_\_\_\_.

\_\_\_\_\_  
Kristi Chlebowski, Dane County Register of Deeds



3/19/26

*Brett Stoffregan*

DATE: March 19, 2026

F.N.: 25-07-106

C.S.M. NO. \_\_\_\_\_

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# Planning Report

City of Verona

Plan Commission 5-4-2026

## 221 Horizon Drive

### Initial Review

**Summary:** The Applicant is requesting an initial review to construct an approximately 14,700 square foot indoor entertainment facility located at 221 Horizon Drive.

**Property Location:** 221 Horizon Drive

**Property Owner:** DMJ Properties, LLC  
507 W. Verona Ave., Suite 200  
Verona, WI 53593

**Applicant:** Verona Bounce, LLC  
Verona, WI 53593

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**Existing Zoning:** Suburban Industrial (SI)  
**Proposed Zoning:** Suburban Industrial (SI)  
**Existing Land Use:** Vacant lot  
**Proposed Land Use:** Fitness Facility/Entertainment Facility, Indoor, 10,000-49,999 square feet

**Figure 1 – Location Map**



### **Site Description:**

Verona Bounce, LLC (“Applicant”) has submitted a request to construct a two (2)-story 14,700 square foot indoor entertainment facility (“Application”) located at 221 Horizon Drive (“Property”). The vacant Property consists of approximately 1.4-acres and is zoned Suburban Industrial (SI). The Application is being reviewed as an initial review to gain feedback from the Plan Commission as the Application would require a conditional use permit and site plan approval from the Plan Commission.

While the Property is vacant, the properties to the west and east are condominium buildings with various businesses in each building ranging from offices, retail, and light industrial land uses, which are zoned SI. The property to the north is the Badger Prairie County Park.

### **Project Description:**

The Applicant proposes to construct an approximately 14,700 square foot indoor entertainment facility for their family-owned inflatable and party rental company. Hometown Hub (name of proposed building) will house the Applicant’s permanent headquarters and storage for their equipment. In addition, an event and programming space would be arranged for the broader community to be utilized for birthday parties, baby showers, meetings, and other gatherings for adults and children. While the initial idea was intended to have an outdoor patio and green space, this idea was modified due to the Zoning Ordinance requirements for parking. The Applicant likes this location as the Property can be accessed by bicycle, foot, or car and is central to the City.

Tentative hours of operation will be from Tuesday through Thursday from 8 a.m. until 8 p.m., Friday and Saturday from 8 a.m. until 9 p.m. and Sunday from 8 a.m. until 5 p.m. This allows the Applicant the options to host toddler and pre-k programs, school aged birthday parties with open play, and sport leagues. The Applicant proposes to have a total of three (3) to four (4) staff onsite during peak hours.

### **Development Process:**

Any development for this Property will have to go through the following development process and meet all of the requirements prior to receiving a building permit. Some of these steps may occur concurrently.

- **Initial Review** – The Applicant can submit an initial review or concept plan to Staff to go before the Plan Commission for feedback. This is an optional step, which is this Application.
- **Site Plan** – The Applicant submits a site plan, which is solely approved by the Plan Commission.
- **Conditional Use Permit (CUP)** – The Applicant will need to apply for a CUP for a fitness facility/entertainment facility, indoor, 10,000 – 49,999 square feet. The CUP is approved by the Common Council.

**Planning Review:**

**Bulk Requirements:**

Table 1 contains the proposed setback requirements and the required setbacks per the Zoning Ordinance.

<b>TABLE 1</b>			
<b>Setback/Code Requirements</b>	<b>Proposal</b>	<b>Zoning Ordinance</b>	<b>Compliance</b>
Lot Width	216 feet	100 feet	Yes
<i>Setbacks (Minimum)</i>			
Front	Exceeds	25 feet	Yes
Side (west)	Exceeds	10 feet	Yes
Side (east)	Exceeds	10 feet	Yes
Rear	Exceeds	20 feet	Yes
<i>Building Standards (Maximum)</i>			
Building Height	2-stories	50 feet	Yes
Lot Coverage		80%	

Staff has no concerns with the setbacks at this time. The building is centered on the Property. The building will be two (2)-story with a pitched roof. Staff is comfortable with the setbacks at this time.

**Parking/Access:**

The Applicant is proposing a total of fifty-six (56) parking stalls. The Zoning Ordinance requires one (1) parking stall for every three (3) people at maximum capacity as a minimum with a maximum of one (1) parking stall for every 1.5 people at maximum capacity. For this type of land use, the occupancy determined by the Building Code is one (1) person per fifty (50) square feet. This would require the Applicant to have a minimum of ninety-eight (98) parking stalls. As proposed the Applicant will not meet the minimum parking requirement. Although the Building Code would allow 294 people inside the building, the Applicant would “like to arrange a maximum occupancy in the range of 165 -180 via permit” (p. 2, Application). This would mean that the Applicant would reduce their capacity from 294 people for 14,700 square foot building to 180 people, which is typically for a 9,000 square foot building. The parking requirement would be reduced from a minimum of ninety-eight (98) parking stalls to sixty (60) parking stalls. Staff need to evaluate if this can be done and who would enforce the proposed maximum occupancy.

However, there may be a couple of options for the Applicant to consider with an engineer or architect as they evaluate their site plan. The Applicant may be able to adjust the parking requirements depending on the amount of storage space that is solely used as storage space and not for occupancy. For example, the Applicant is depicting 1,600 square feet for storage, which would reduce the maximum occupancy. Therefore, reducing the minimum required parking to eighty-seven (87) parking stalls. The Zoning Ordinance requires a five (5) foot pavement setback. There may or may not be additional space along the western portion of the property line to add additional

221 Horizon Drive  
Initial Review

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parking, which would also require landscaping between parking stalls and the property line. Another way to increase parking may be to make a one (1)-way loop around the building with angled parking stalls as the drive aisle could be reduced in size.

Access to the site will be from two (2) access points from the properties to the east and west as depicted in Figure 2. In order to accomplish this, a cross-access easement agreement is required from both property owners allowing access for this Property. While the Applicant could have direct access from Horizon Drive, it would impact the proposed parking on the Property. If the neighboring properties agree to a cross-access easement agreement, the Applicant should also discuss a joint parking agreement with the neighboring properties that allows customers to use those parking stalls outside of their business hours. Per the Application, "We plan to further discuss options with neighboring condos for joint vehicle parking agreements and easements to maximize local parking and minimize additional driveways added. Our peak operations happen on weekends, and most businesses in the area operate on standard weekday hours avoiding conflicts" (p. 2). Bicycle parking will need to be added or addressed in subsequent application. While there is a loop around the building, the Fire Department needs access to two (2) sides of the building. The pavement in the north portion of the Property could remain, could be used for their outdoor play area, or could be converted to parking stalls.

# 221 Horizon Drive Initial Review

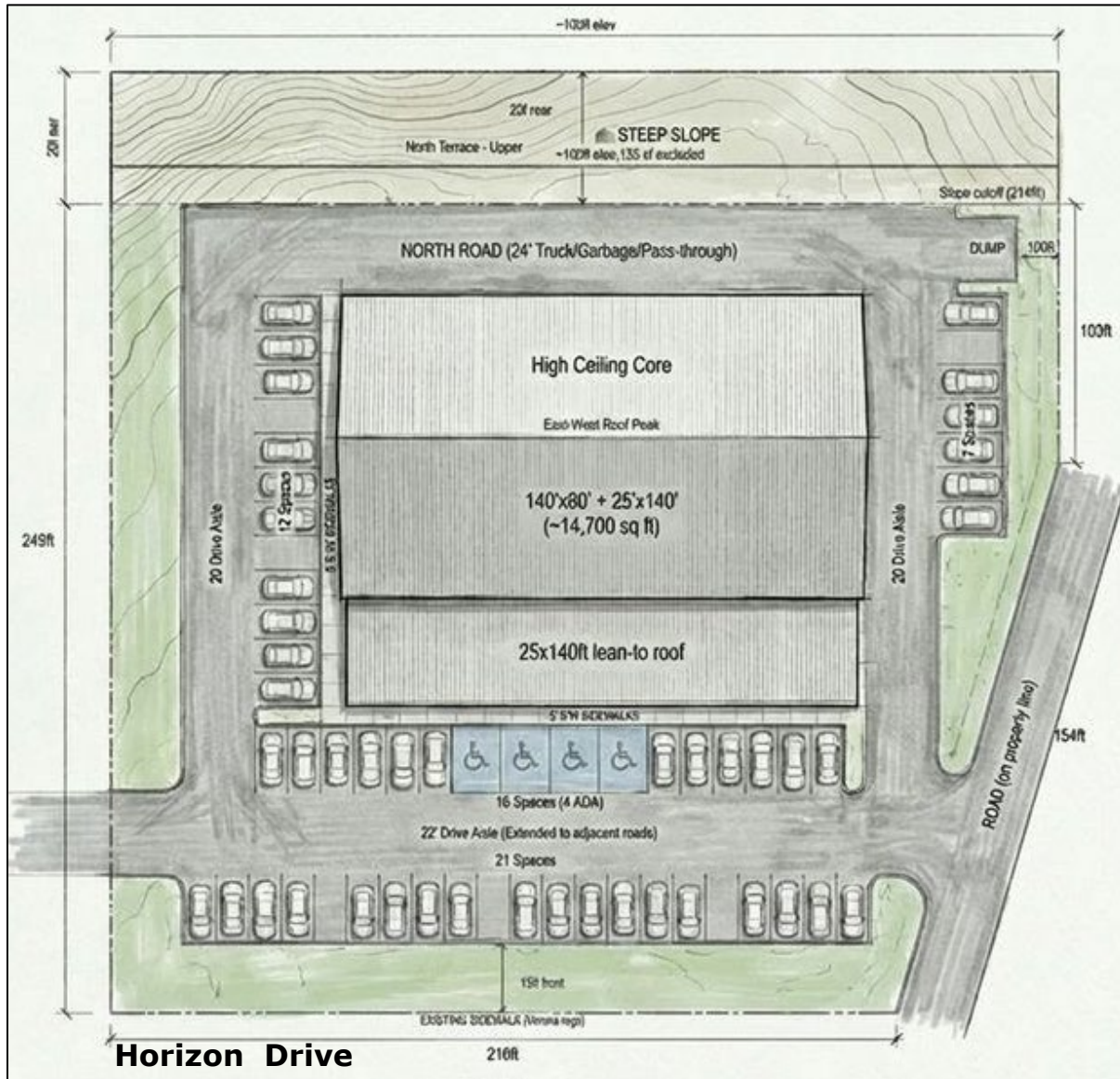


Figure 2 - Concept Plan

## Design:

The Applicant is proposing a two (2)-story, 14,700 square foot building. The Applicant has provided a building rendering showing a black building with orange accents as depicted in Figure 3. Staff likes the number of windows. Staff recommends the Applicant ensure the roof is structurally able to support solar panels if this is of interest to the Applicant in the future. Faux stone or brick should be added to the foundation area of the building. Additional information would be provided as part of the site plan review to include building materials, location and screening of mechanicals, and a detail of the dumpster enclosure.

221 Horizon Drive  
Initial Review



Figure 3 - Concept Building Rendering

Section 13-1-127(b) of the Zoning Ordinance has the following specific use standards:

**(b) Fitness Facility/Entertainment Facility Indoor, 10,000—49,999 Square Feet.**

- (1) *Façades greater than one hundred (100) feet in length, measured horizontally, shall incorporate surface articulation every twenty-five (25) feet.*
- (2) *Ground floor facades that face public streets shall have arcades, clear glass display windows, entry areas, awnings, or other such features along no less than sixty (60) percent of their horizontal length.*
- (3) *Curb cuts and site vehicular access shall be minimized in frequency and width and shall not dominate the site plan or property and street frontage.*
- (4) *Service areas, dumpsters, utilities, and the required screening thereof shall be designed and located to minimize visibility from public rights-of-way.*
- (5) *Pedestrian access shall be provided to the building entries and parking areas connecting to the sidewalk at the street frontage.*
- (6) *Exterior building materials shall be time- and weather-tested materials and techniques such as but not limited to masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.*

Staff did not evaluate the design based on the above requirements as several of these are typically addressed with more details in the site plan review. Staff encourages the Plan Commission to review the building design and provide feedback to the Applicant.

### **Conditional Use Permit (CUP) Findings:**

The Applicant is requesting a CUP for a fitness facility/entertainment facility for the S1 zoning district. The Zoning Ordinance requires all conditional uses to fulfill general standards for all CUP requests (Section 13-1-217(d)(2)).

- 1. How is the proposed conditional use (in its specific location) in harmony with the purposes, goals, objectives, policies and standards of the City of Verona Comprehensive Plan, this Chapter, and any other plan, program, or Chapter adopted, or under consideration pursuant to official notice by the City?*
- 2. Does the proposed conditional use, in its proposed location and as depicted on the required site plan [see Subsection (c)(4), above], result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors such as dust, lighting, air pollution, noise, odor, glare, heat, hazardous materials, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or Chapter adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?*
- 3. Does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?*
- 4. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?*
- 5. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts?*

Staff did not evaluate if the facts and findings are met with a CUP as these would fully be evaluated as part of a CUP submittal.

### **Staff Comments:**

In general, Staff is receptive to the Application. Additional site plan details will be provided in subsequent applications to include parking, stormwater management, landscaping, and lighting. The Applicant should consider how signage will be addressed for their proposal as this may require additional landscaping. The Applicant should hold

a public meeting with the neighbors to discuss their proposal and gain feedback from the neighbors on their proposal. Staff believes this is a good location for additional infill development as the City has had minimal interest over the years in developing this Property and the Comprehensive Plan supports infill development.

**Recommendation:**

Staff recommends the Plan Commission review the submitted materials and provide feedback to the Applicant especially regarding parking and land use in this location.

**Prepared by:** Katherine Holt *KH*  
Community Development Specialist

**Submitted by:** Lucas Sivertsen, AICP  
Director of Planning and Development

# Hometown Hub

Hometown Hub is an indoor facility proposed in Verona, WI designed for structured, short-duration recreational use and small gatherings.

The facility features designated activity zones including a flexible athletic space that can support our inflatable zone with attractions provided by Verona Bounce, and flexibly accommodate basketball, volleyball, pickleball, and batting cages. The adjoining rooms will feature a toddler play area and reservable spaces for private small gatherings. Additional amenities include an accessory café with limited food and beverage options, seating, and Wi-Fi. An elevated mezzanine lounge offers an adult-oriented retreat as a sophisticated, calm alternative to the high-energy facility floor.

Our facility plans to bridge the gap in local indoor recreation, providing an affordable, multi-generational option that caters not just to toddlers, but to the underserved older sibling demographic, as well as adults and seniors. As the seasons turn, the space turns along with-it offering options to cater to the community.

While we won't be the first nor last place in the area to offer indoor recreation, we are looking to be the only facility designed to capture the entire family unit simultaneously every season of the year.

A true home away from home that Verona can enjoy.



*Aerial view at anticipated site at 221 Horizon Dr. (south facing)*

## Operating Hours

The Hometown Hub schedule is structured around three primary day parts (morning, afternoon, and evening).

### Standard Facility Hours

- Monday: Closed
- Tuesday - Thursday: 8:00 AM – 8:00 PM
- Friday: 8:00 AM – 9:00 PM
- Saturday: 8:00 AM – 9:00 PM
- Sunday: 8:00 AM – 5:00 PM

Each day breaks up into three core time slots with varying programming and anticipated foot traffic:

- **AM Block (Open – 12:00 PM):** Heavily dedicated to toddler and pre-k programming during the week, targeting up to 25-30 children and their caregivers per morning in peak season weekends.
- **PM Block (1:00 PM – 5:00 PM):** Weekday afternoons focus on school-aged open play capturing 15-25 children daily. On weekends we expand to hosting birthday parties and expecting cumulative open play volumes of 40-60 children over the 4 hours.
- **EVE Block (6:00 PM – Close):** The facility transitions its demographic in the evening. Weeknights are primarily reserved for sports leagues (e.g., basketball, volleyball, pickleball) or team batting cage rentals, capturing 15-25 adults per night.

## Staffing

Hometown Hub operates with a slim management structure led by co-owners Mary Kay and Dan Wortmann, who will serve as the primary managers for the foreseeable future.

The average operational model assumes an average of **~90 paid hours per week** in addition to the owners.

- **Lean Weekdays:** Weekdays operate lean. Primarily managed by Mary Kay + 1-2 support staff.
- **Evening Transitions:** As schools let out, staffing hours increase. Up to 3 evening staff will help to transition the play space into sports configurations and run the cafe.
- **Weekend Concentration:** The bulk of the allocated hours are used Friday evenings – Sunday afternoon.

Much of this assumes upper level if not peak volumes of attendance that would require 3-4 staff onsite.

## Parking

While traditionally, a 15,000 sq ft recreation facility may have a 300-500+ calculated occupancy, we'd like to arrange a maximum occupancy in the range of 165-180 via permit. The proposed lot at 221 Horizon Dr. would only support about 55-60 parking spots given the surrounding land development and adjacent park. This conforms to the recreational indoor facility ratio of 1 spot / 3 persons at max capacity as suggested in Section 13-1-151. Even our most optimistic revenue model projects a *daily* peak volume of around 120-140 spread across a full day of programming.

We plan to further discuss options with neighboring condos for joint vehicle parking agreements and easements to maximize local parking and minimize additional driveways added. Our peak operations happen on weekends, and most businesses in the area operate on standard weekday hours avoiding conflicts.

## Interior

The interior layout separates different demographic activities such as:

**1. Entry & Café** 1,250 sq ft (seating for 35-45)

Upon entry, patrons are welcomed with a brisk check-in process and storage for their belongings. The entry flows into a cafe featuring a modest main seating area for adults to comfortably watch their kids play.

**2. The Mezzanine** 1,500 sq ft (seating for 40-50)

A calm, elevated lounge overlooking the facility which features comfortable upscale seating and is packed with additional adult-centric entertainment offerings.

**3. The Inflatable Zone** 8,000 sq ft (no dedicated seating)

An ever-changing, dynamic warehouse area dedicated to large-scale, rotating commercial inflatables (bounce houses, giant slides, and interactive games) offered by Verona Bounce.

**4. The Athletic Courts** 8,000 sq ft (shared with #3, no dedicated seating aside from benches for teams)

The inflatable zone space will transition into athletics and support a full-sized basketball court, three pickleball courts or two volleyball courts with dividing curtains. One wall is lined with collapsible batting cages ready to quickly transition for local baseball and softball teams.

**5. The Toddler Zone** 2,000 sq ft (seating for 20-30)

A dedicated room for imaginative exploration and soft-play ensuring safety for early-childhood guests. This playful area features "Mini-Town" playhouses which includes something for every little one to enjoy.

**6. Private Rooms** 1,250 sq ft (peak occupancy of ~35/room – 70 total)

Dedicated spaces for hosting small private gatherings. Each room is capable of comfortably seating 35 guests, equipped with chairs, tables, and counter space. For larger events, the two rooms can combine into one by collapsing the partition wall.

**7. Dedicated Storage** 1,600 sq ft (no occupancy)

A back-of-house storage area. This room houses industrial racks to store inflatables, blowers and athletic equipment. This dedicated area is what enables Hometown Hub to act as the home for Verona Bounce and other in-house attractions.

*Cumulative seating available if **every room** and **every seat** is filled: ~165-195*

*Note: Additional 800-1000 sq ft reserved for bathrooms and hallways*

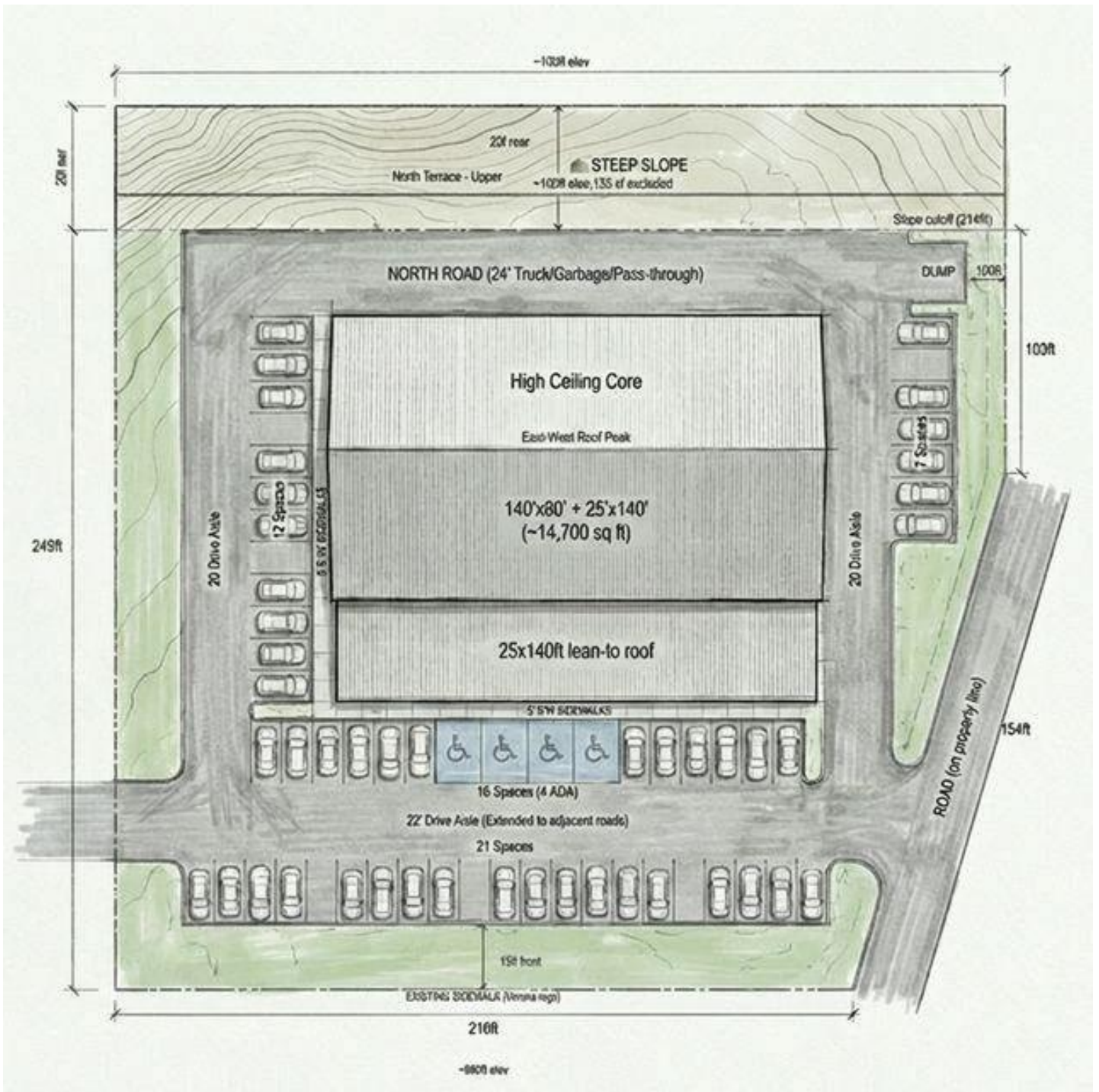
# Main Level



Note – the “Arcade” is planned to expand the Toddler play area instead to sub-2000sq ft.

# “Upper” Level





Top-down view of proposed site. Reserving appropriate buffers and additional space to the north.

*Some early renderings of interior opportunities – subject to change:*







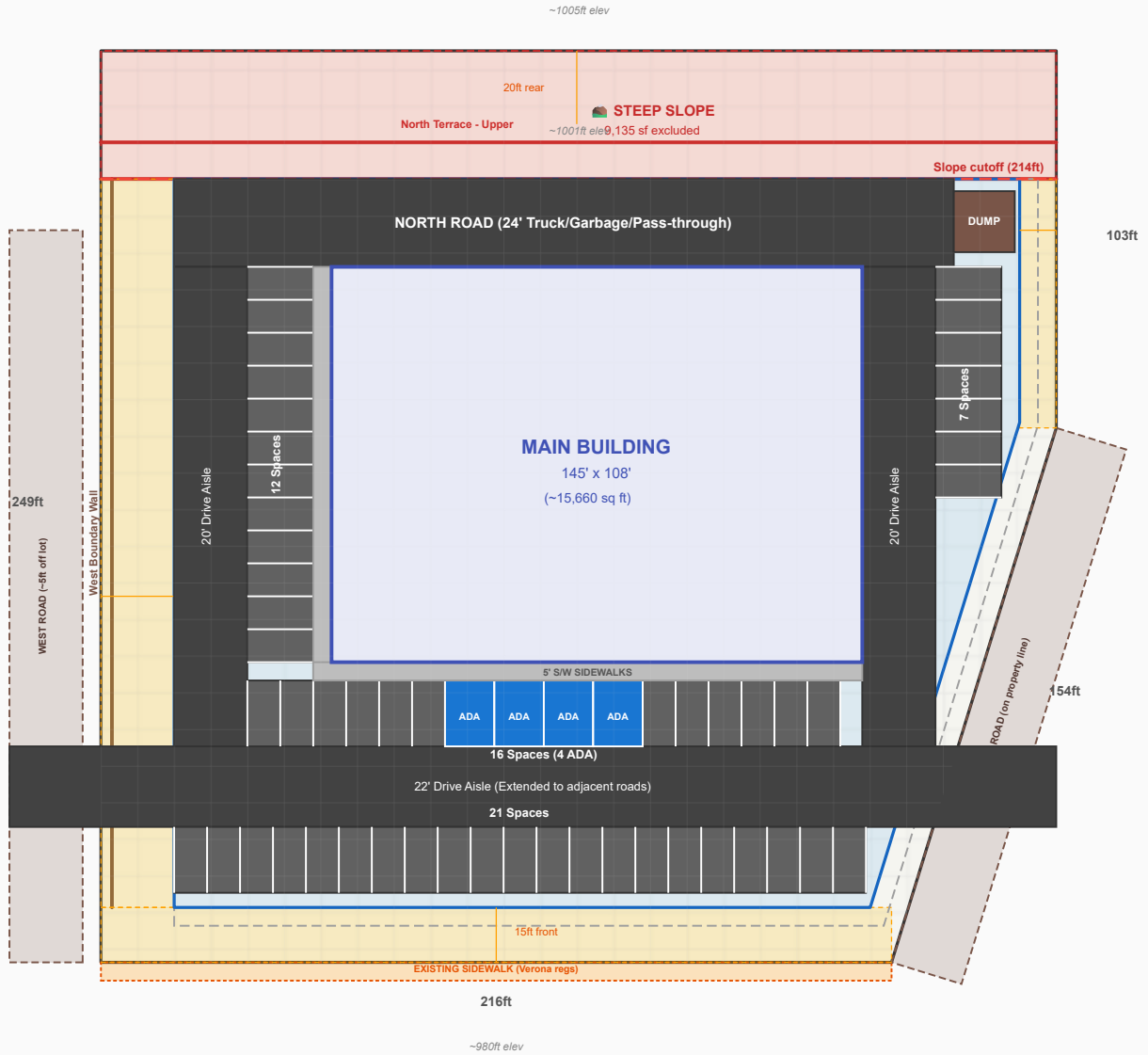
# Parking Layout Concept

221 Horizon Dr, Verona, WI 53593 · SBI Setbacks · Slope Cutoff at 214ft from street

## 221 Horizon Dr, Verona, WI 53593 — Maximum Buildable Envelope + Proposed Layout

Dane County GIS data · SBI setbacks applied · Slope cutoff at y=214ft (~1001ft elev)

261ft



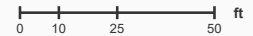
### Legend

- Property Boundary
- Steep Slope (excluded)

- Building Envelope
- Adjacent Road

- Paved Surface Limit
- Existing Sidewalk

- Setback Zone
- Retaining Wall (Planned)



### AREA BREAKDOWN

Total Lot	<b>61,704 sf</b>
Steep Slope (excluded)	<b>-9,135 sf</b>
Usable Area (below slope)	<b>52,569 sf</b>
Setback Buffer	<b>-9,306 sf</b>
Building Envelope	<b>43,263 sf</b>
Paved Surface Envelope	<b>45,262 sf</b>

### WHAT FITS

Max Building (in envelope)	<b>43,263 sf</b>
Your Target Building	<b>12,500–15,000 sf</b>
Remaining for Parking/Roads	<b>28,263+ sf</b>
Max Impervious (80%)	<b>49,363 sf</b>

Your 12,500–15,000 sf building uses 35–29% of the building envelope. Plenty of room for parking and landscaping within the envelope.

### PROPOSED LAYOUT STRATEGY

Building Area	<b>15,660 sf</b>
Dimensions	<b>145' x 108'</b>
Total Parking Spaces	<b>56 spaces</b>
ADA Compliance	<b>4 x 13.5ft Spots (South)</b>
Pedestrian Safety	<b>5ft Sidewalks on S &amp; W</b>
Truck Routing	<b>24' pass-thru</b>

The entire layout South of the building was translated 9 feet upwards, anchoring the building top back to the North drive and appropriately clearing the mandatory South property setback limits. This shifted layout safely protects all green buffers.

### SETBACK RULES APPLIED

Front (Horizon Dr frontage)	<b>15 ft</b>
Side — West (slope buffer)	<b>20 ft</b>
Side — East	<b>10 ft</b>
Rear (Park)	<b>20 ft</b>
Paved — Side/Rear	<b>5 ft</b>
Paved — Street	<b>10 ft</b>

Building cannot be placed in yellow setback zones. Parking/paved surfaces have tighter setbacks (gray dashed line).

### TERRAIN

Street Level	<b>~980 ft</b>
Slope Cutoff	<b>~1001 ft</b>
Ridge Crest	<b>~1,005 ft</b>
Total Rise	<b>~25 ft</b>

The red zone marks where contour lines pack tightly (steep slope). Building here would require extensive grading or retaining walls. The slope cutoff is set at 214ft from the street — adjust with --slope-cutoff flag.

## Referenced Design Codes & Planning Constraints

---

### 1. City of Verona - Zoning & Setbacks (SBI District)

- **Front Yard (Horizon Dr):** 15 feet minimum building setback.
- **Side/Rear Yards:** 10 feet side minimum. 20 feet rear (Park boundary) minimum. West side voluntarily expanded to 20 feet as a steep-slope natural buffer.
- **Paved Surface Setbacks:** 10 feet minimum from street right-of-way, 5 feet minimum from side/rear property lines.
- **Maximum Impervious Surface Ratio (ISR):** 80% of total lot dimensions.

### 2. Stormwater & Water Management (Cold Water Community)

- **Thermal Control Mandate:** Verona's "Cold Water Community" status heavily restricts traditional hot-asphalt runoff into surface ponds to protect local trout streams.
- **Storage Strategy:** Underground detention tanks (or permeable paver systems) are heavily recommended under the parking lot. Avoiding a massive 10,000 sq ft surface retention pond saves the southern frontage for parking/building and offsets the cost of massive retaining walls elsewhere.
- **Bioswales:** The 15ft South and 20ft West setback zones act as linear bio-infiltration swales to process the "first flush" (0.5 - 1 inch) of daily rainfall.

### 3. Commercial Parking & Snow Management

- **Space Dimensions:** 9 ft width x 18 ft depth standard. 13.5 ft width x 18 ft depth for ADA (1.5x width spanning).
- **Aisles & Access:** 20 ft minimum width for side aisles, 22-24 ft for main loops and pass-throughs.
- **Snow Storage:** Minimum 20% of paved area (approx 5,000-6,000 sq ft) must be reserved for snow storage. Designated push-zones are the NE and NW back-lot corners, keeping mounds off Horizon Dr and away from critical ADA routes.

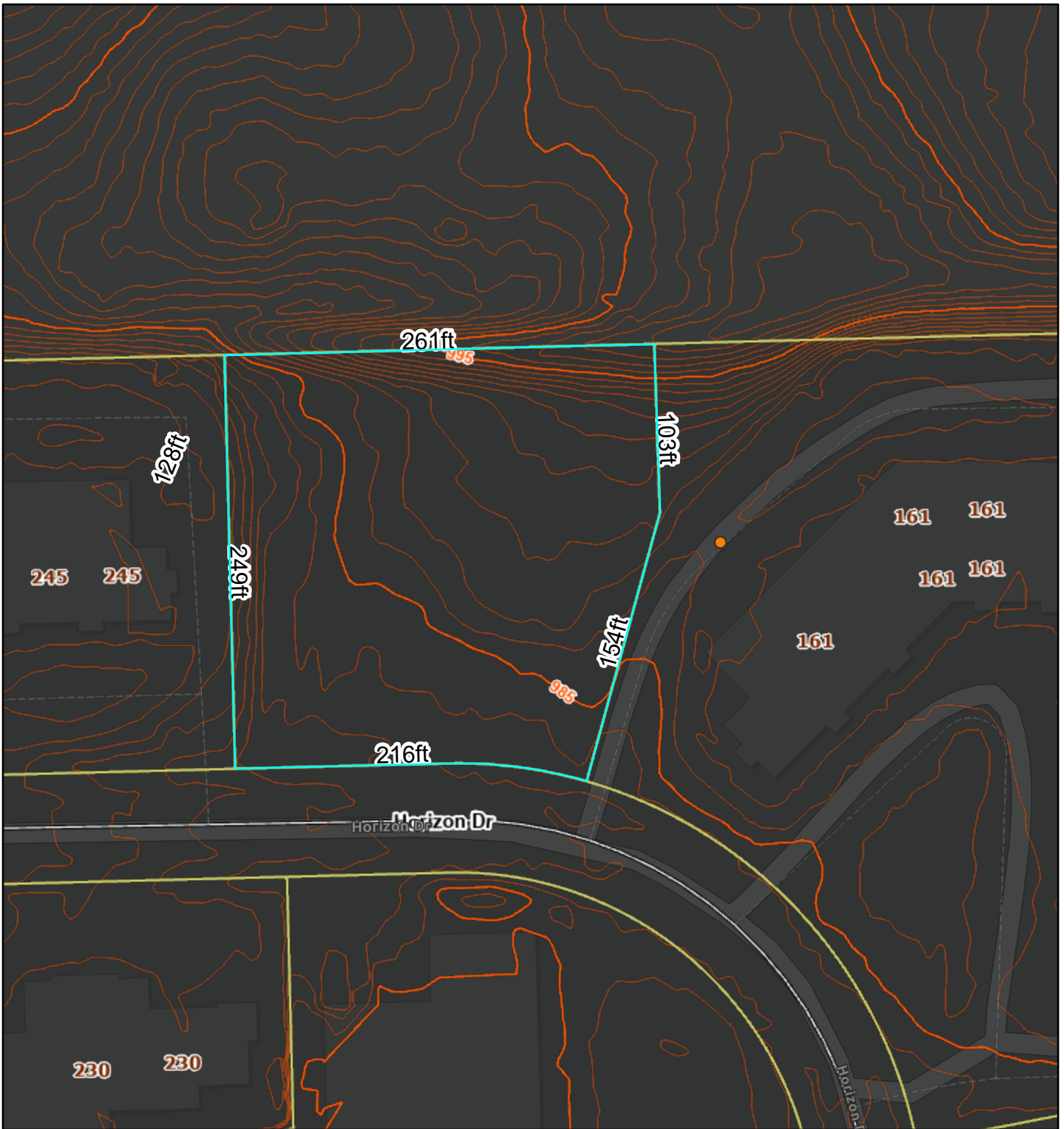
### 4. Emergency Access & Site Topography

- **Fire Department (IFC):** 20 ft inside turning radius for standard traffic. 28-30 ft standard inner curb radius and 48-50 ft outer radius required for heavy ladder apparatus (to be engineered on final inner curb pours). Continuous loop road negates the need for 120ft cul-de-sac turnarounds.
- **Slope Exclusion:** Northern boundary with dense terrain drop-off >20% slope gradient is legally excluded from buildable acreage.
- **Retaining Walls (WI SPS 361-366):** Walls >30 inches require a building permit. Walls >4 feet require licensed Professional Engineer (PE) stamped documentation and structural stability analysis against overturning/sliding.



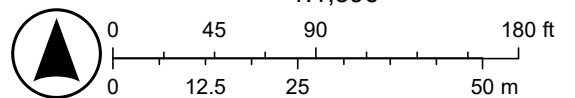


# ArcGIS Web Map



2/18/2026, 4:52:42 PM

- Address
- Parcels
- Road Names
- Unnamed Private Roads
- Road Centerlines
- Local Road
- 1 foot Intervals
- 5 foot Intervals
- 1 foot Intervals



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Form **AB-200**

# Alcohol Beverage License Application

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer ..... \$ \_\_\_\_\_
- Class "B" Beer ..... \$ \_\_\_\_\_
- "Class A" Liquor ..... \$ \_\_\_\_\_
- "Class B" Liquor ..... \$ \_\_\_\_\_
- "Class A" Liquor (cider only) \$ \_\_\_\_\_
- Reserve "Class B" Liquor \$ 10,000
- "Class C" Liquor (wine only) \$ \_\_\_\_\_

Fees	
License Fees	\$ _____
Background Check Fee	\$ <u>7</u>
Publication Fee	\$ <u>10</u>
<b>Total Fees</b>	\$ _____

## Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)  
**Ian's Pizza Verona LLC**

2. Business Trade Name or DBA  
**Ian's Pizza Verona**

3. FEIN [REDACTED] 4. Wisconsin Seller's Permit Number [REDACTED]

5. Entity Type (check one)  
 Sole Proprietor     Partnership     Limited Liability Company     Corporation     Nonprofit Organization

6. State of Organization: **W** 7. Date of Organization: **07/07/2025** 8. Wisconsin DFI Registration Number: [REDACTED]

9. Premises Address  
**303 W Verona Ave**

10. City: **Verona** 11. State: **WI** 12. Zip Code: **53593**

13. County: **Dane** 14. Governing Municipality:  City  Town  Village of: **Verona** 15. Aldermanic District: **1**

16. Premises Phone: **608-257-9248** 17. Premises Email: **verona@ianspizza.com** 18. Website: **ianspizza.com**

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.  
**Premises include a bar, interior dining area surrounding bar, a multi use dining lower level, a ground level patio enclosed by a rock slab**

20. Mailing Address (if different from premises address)

21. City 22. State 23. Zip Code

## Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages.  Yes  No  
 If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . .  Yes  No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . .  Yes  No  
If yes, provide the name of the restricted investor and describe the nature of the interest.

**A Member of the Applicant, Stream Drifting LLC, owns a <10% interest in State Line Distillery. Stream Drifting LLC and its sole owner, Nicholas Martin, are not involved in any day-to-day activities, managerial or**

4. Is the applicant business owned by another business entity? . . . . .  Yes  No  
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . .  Yes  No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . .  Yes  No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . .  Yes  No

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.


Last Name	First Name	Title	Phone
Eich	Jeff	General Manager/Agent	[REDACTED]

**Part D: Attestation**

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Eich	First Name Jeff	M.I. T
Title Agent	Email [REDACTED]	Phone [REDACTED]
Signature 	Date 04/06/2026	

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk 4/7/26	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

**AB-200 Part B, #3**

A Member of the Applicant, Stream Drifting LLC, owns a <10% interest in State Line Distillery. Stream Drifting LLC and its sole owner, Nicholas Martin, are not involved in any day-to-day activities, managerial or otherwise, with regard to State Line Distillery. Stream Drifting LLC is a silent investor in the distillery only.

A Member of the Applicant, Jack Thurnblad, owns a <1% interest in State Line Distillery. Jack Thurnblad is not involved in any day-to-day activities, managerial or otherwise, with regard to State Line Distillery. Jack Thurnblad is a silent investor in the distillery only.

**AB-200 Part B, #4**

Ian's Pizza Holdings LLC: 3 [REDACTED]

Cheesy Does it Pizza LLC: [REDACTED]

Mix Holdings LLC: [REDACTED]

Stream Drifting LLC: [REDACTED]

AB-200 part C.

Eric Borota (Ians Pizza Holdings LLC), member, [REDACTED]

Aaron Brown, member, [REDACTED]

Catherine Cubik, member, [REDACTED]

Travis Dettinger, member, [REDACTED]

Brandon Donkersgoed, member, [REDACTED]

Elizabeth Olson, member, [REDACTED]

Jeffery Eich, member, agent, [REDACTED]

Brandon Franck, member, [REDACTED]

Staci Fritz, member, [REDACTED]

Lane Manning, member, [REDACTED]

Nicholas Martin (Stream Drifting LLC), member, manager, [REDACTED]

Aaron Mix (Mix Holdings LLC), member, [REDACTED]

Adam Nagy, member, [REDACTED]

Joseph Napier, member, [REDACTED]

Erica Neher (Cheesy Does it Pizza LLC), member, [REDACTED]

Todd Riebau, member, [REDACTED]

Leslie Selby, member, [REDACTED]

Marjorie Spensley, member, [REDACTED]

Nicholai Stratman, member, [REDACTED]

Jack Thurnblad, member, [REDACTED]

Casey Varecka, member, [REDACTED]

Leela Vaughn, member, [REDACTED]

William Wing, member, [REDACTED]

*All silent  
Partners.*

*Not involved  
in the day to  
day.*

*Not doing Background  
checks*

# Alcohol Beverage Individual Questionnaire

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) <b>Ian's Pizza Verona LLC</b>	
2. Business Trade Name or DBA <b>Ian's Pizza</b>	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information				
1. Last Name <b>Eich</b>		2. First Name <b>Jeffrey</b>		3. M.I. <b>T</b>
4. Relationship to Business (Title) <b>Member - Agent</b>		5. Email [REDACTED]		6. Phone [REDACTED]
7. Home Address [REDACTED]				
8. City <b>Madison</b>		9. State <b>WI</b>	10. Zip Code <b>53713</b>	11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]			13. Drivers License/State ID State of Issuance <b>WI</b>	

Part C: Address History					
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? . . . .				Years <b>13</b>	Months <b>6</b>
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1		City	State	Zip Code	
[REDACTED]		<b>Fitchburg</b>	<b>WI</b>	<b>53711</b>	
Previous Address 2		City	State	Zip Code	
Previous Address 3		City	State	Zip Code	
Previous Address 4		City	State	Zip Code	
Previous Address 5		City	State	Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County	State	County
<b>IL</b>	<b>Dekalb</b>	<b>IL</b>	<b>Dupage</b>		
State	County	State	County	State	County

Continued →

**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . .  Yes  No  
If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated OWI	Location Kane, IL	Conviction Date 09/2010
-------------------------------	----------------------	----------------------------

Penalty Imposed Court Supervision	Was sentence completed? . . . . . <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . .  Yes  No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Jeff Eich</i>	Date 2/20/2026
-------------------------------	-------------------

Form  
AB-101Alcohol Beverage  
Appointment of AgentDate  
04/06/2026

## Agent Type (check one)

- Original (no fee)       Successor (\$10 fee for municipal licensees only)

## Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Ian's Pizza Verona LLC

2. Business Trade Name or DBA

Ian's Pizza Verona

3. Entity Type (check one)

- Limited Liability Company       Corporation       Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- Municipal Retail License       State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

## Part B: Agent Information

1. Last Name

Eich

2. First Name

Jeff

3. M.I.

T

4. Email

[REDACTED]

5. Phone

[REDACTED]

6. Home Address

[REDACTED]

7. City

Madison

8. State

WI

9. Zip Code

53713

10. Age

38

11. Drivers License/State ID Number

[REDACTED]

12. Drivers License/State ID State of Issuance

WI


## Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? .....  Yes     No  
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? .....  Yes     No  
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? .....  Yes     No  
See instructions for exceptions.

Continued →


**Part D: Business Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <b>Eich</b>		First Name <b>Jeff</b>	M.I. <b>T</b>
Title <b>Owner/General Manager</b>	Email [REDACTED]	Phone [REDACTED]	
Signature 		Date <b>04/06/2026</b>	

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <b>Eich</b>		First Name <b>Jeff</b>	M.I. <b>T</b>
Signature 		Date <b>04/06/2026</b>	

**OFFICIAL USE ONLY**

Applicant Name: Jeffrey Eich

- Valid \_\_\_\_\_ DL Revoked WI DL  
State
- RMS Checked
- CCAP Checked
- WI criminal history Yes / No

Notes about the applicant:

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RECOMMENDATION: APPROVE  DENY

  
Signature of Chief of Police or designated person

4/20/2020  
Date



**LEARN 2 SERVE™**

**CERTIFICATE OF COMPLETION**

This certifies that

**Jeff Eich**

is awarded this certificate for

**Wisconsin Responsible Beverage Server Training**



Completion Date  
**04/06/2026**



Expiration Date  
**04/05/2028**



Certificate #  
**WI-00648244**

Official Signature

This certificate is non-transferable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

**PARTIAL RELEASE OF  
EASEMENT**

---

In accordance with Section 236.293 of the Wisconsin Statutes, the City of Verona, a Wisconsin Municipal Corporation does hereby release a portion of the rights, title and interest which it may have in a Grading and Drainage Easement granted by Document Number 5997756, recorded in the Register of Deeds Office for Dane County. Portion of said Easement is depicted on attached Exhibit "A" and described on attached Exhibit "B".

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Return To: D'Onofrio Kottke and Associates, Inc.  
7530 Westward Way  
Madison, WI 53717

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PIN 286/0608-082-9720-2; 286/068-081-9001-2;  
286/0608-083-8001-2

---

**CITY OF VERONA**

By: \_\_\_\_\_  
Bryan Manning, Director of Public Works

Attest: \_\_\_\_\_  
Holly Licht, City Clerk

STATE OF WISCONSIN    )  
COUNTY OF DANE       )S.

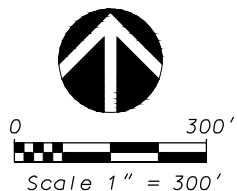
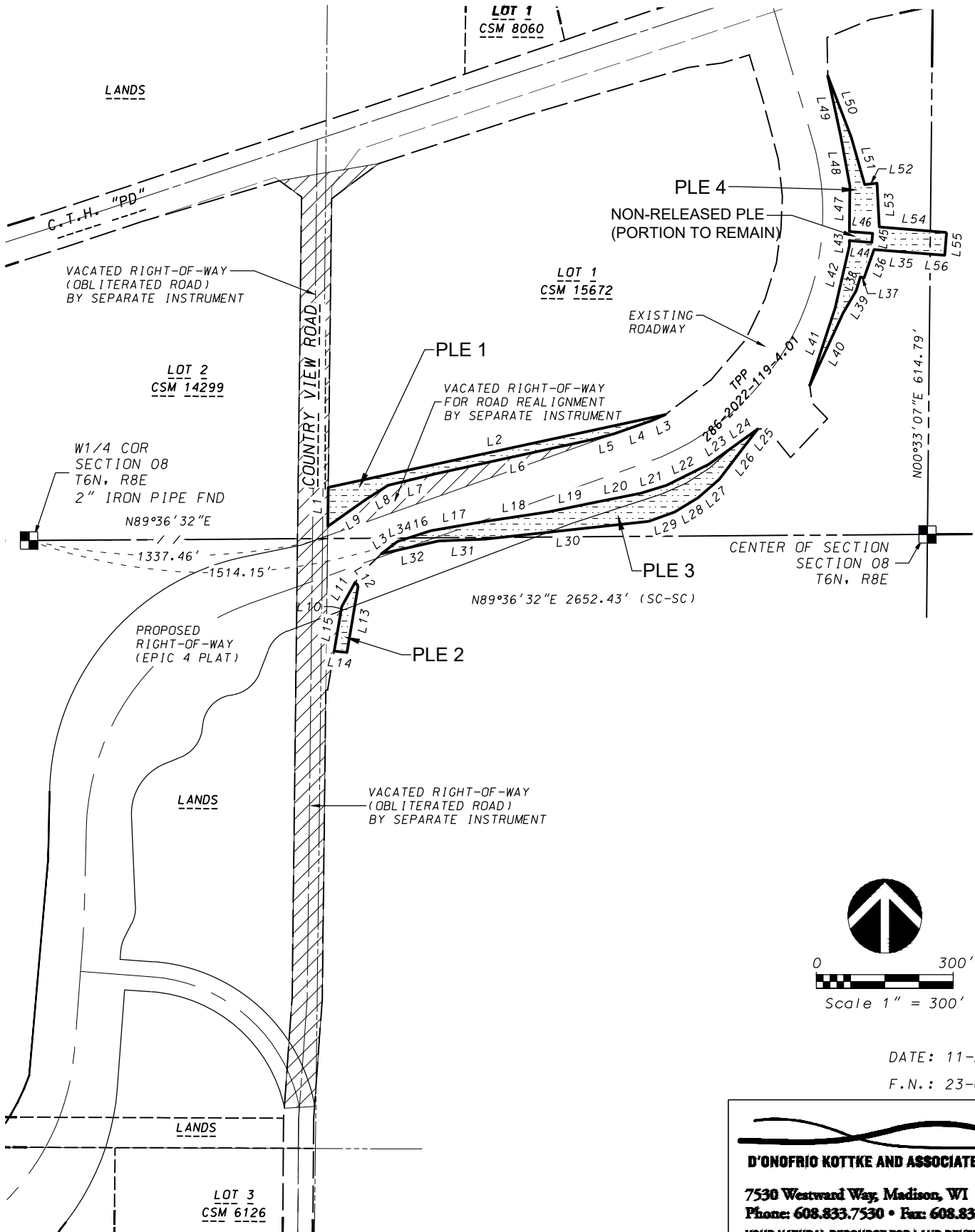
Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above named, Bryan Manning and Holly Licht to me known to be the persons who executed the foregoing on behalf of the City of Verona and acknowledged the same.

Printed Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

This instrument drafted by:  
Joseph Terry, P.E.  
AECOM  
1350 Deming Way  
Middleton, WI 54562

# EXHIBIT A

PERMANENT LIMITED EASEMENT (PLE) AREAS FOR GRADING AND DRAINAGE DESCRIBED IN DOCUMENT NO. 5883682, PARCEL 2 OF TRANSPORTATION PROJECT PLAT NO. 286-2022-119-4.01, CONVEYED TO THE CITY BY DOCUMENT NO. 5997756 LOCATED IN PART OF THE SE 1/4 OF THE NW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 SECTION 8, TOWNSHIP 6 NORTH, RANGE 8 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.



DATE: 11-25-25  
 F.N.: 23-05-101

**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

# EXHIBIT B

LEGAL DESCRIPTIONS OF PERMANENT LIMITED EASEMENT (PLE) AREAS FOR GRADING AND DRAINAGE

Referenced in Document No. 5883682, Transportation Project Plat No. 286-2022-119-4.01, Parcel 2, and conveyed to the City of Verona by Document No. 5997756

PLE 1

Part of the SE 1/4 of the NW 1/4 of Section 8, Township 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, containing 18,574 square feet (0.426 acres) described as follows:

Commencing at the West 1/4 corner of said Section 8; thence along the North line of the SW 1/4 of said Section 8, N89°36'32"E, 1337.46 feet to the East right-of-way line of Country View Road; thence along said East right-of-way line of Country View Road, N00°40'27"E, 26.87 feet to the POINT OF BEGINNING; thence N00°40'27"E, 85.40 feet; thence N77°49'13"E, 756.17 feet; thence S65°49'19"W, 32.49 feet; thence S70°38'56"W, 87.79 feet; thence S75°25'30"W, 48.91 feet; thence S77°39'15"W, 348.89 feet; thence S76°20'11"W, 110.41 feet; thence S57°49'57"W, 59.57 feet; thence S54°44'54"W, 100.20 feet to the POINT OF BEGINNING.

PLE 2

Part of the NE 1/4 of the SW 1/4 of Section 8, Township 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, containing 3,713 square feet (0.085 acres) described as follows:

Commencing at the West 1/4 corner of said Section 8; thence along the North line of the SW 1/4 of said Section 8, N89°36'32"E, 1337.46 feet to the East right-of-way line of Country View Road; thence along said East right-of-way line of Country View Road, S00°40'27"W, 170.31 feet; thence N69°04'57"E, 33.79 to the POINT OF BEGINNING; thence N09°41'51"E, 9.18 feet; thence N28°37'25"E, 60.68 feet; thence S39°56'40"E, 10.21 feet; thence S09°32'54"W, 148.00 feet; thence N84°27'20"W, 27.92 feet; thence N09°41'51"E, 90.06 feet to the POINT OF BEGINNING.

PLE 3

Part of the SE 1/4 of the NW 1/4 and part of the NE 1/4 of the SW 1/4 of Section 8, Township 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, containing 35,283 square feet (0.810 acres) described as follows:

Commencing at the West 1/4 corner of said Section 8; thence along the North line of the SW 1/4 of said Section 8, N89°36'32"E, 1514.15 feet to the POINT OF BEGINNING; thence N71°59'20"E, 52.10 feet; thence N80°25'31"E, 111.91 feet; thence N81°15'22"E, 150.69 feet; thence N78°37'11"E, 102.03 feet; thence N78°37'11"E, 102.03 feet; thence N73°06'44"E, 59.63 feet; thence N63°23'49"E, 103.57 feet; thence N54°23'13"E, 70.15 feet; thence N54°20'49"E, 62.44 feet; thence S38°25'34"W, 19.70 feet; thence S37°23'25"W, 119.39 feet; thence S48°55'07"W, 60.72 feet; thence S58°38'22"W, 60.75 feet; thence S70°11'09"W, 60.62 feet; thence S83°45'08"W, 360.81 feet; thence S87°52'35"W, 101.61 feet; thence S77°23'04"W, 128.60 feet; thence N52°40'39"E, 44.62 feet; thence N71°59'20"E, 24.53 feet to the POINT OF BEGINNING.

PLE 4

Part of the SE 1/4 of the NW 1/4 of Section 8, Township 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, containing 27,142 square feet (0.6231 acres) described as follows:

Commencing at the West 1/4 corner of said Section 8; thence along the South line of the NW 1/4 of said Section 8, N89°36'32"E, 2845.93 to the Center of Section 8; thence along the East line of the NW 1/4 of said Section 8, N00°33'07"E, 614.79 feet to the POINT OF BEGINNING; thence N85°26'08"W, 123.33 feet; thence S19°39'49"W, 66.19 feet; thence N72°24'41"W, 8.40 feet; thence S16°11'17"W, 31.40 feet; thence S30°20'37"W, 57.20 feet; thence S24°46'44"W, 174.81 feet; thence N18°16'26"E, 177.78 feet; thence N12°50'51"E, 140.75 feet; thence N00°27'23"E, 11.35 feet; thence S85°26'08"E, 49.28 feet; thence N04°33'52"E, 20.00 feet; thence N85°26'08"W, 50.72 feet; thence N00°27'23"E, 99.97 feet; thence N10°18'23"W, 110.86 feet; thence N12°08'19"W, 135.34 feet; thence S20°53'23"E, 143.65 feet; thence S15°59'18"E, 108.09 feet; thence N84°17'53"E, 27.09 feet; thence S02°49'12"E, 96.20 feet; thence S85°26'08"E, 147.79 feet; thence S04°33'52"W, 50.00 feet; thence N85°26'08"W, 31.79 feet to the POINT OF BEGINNING.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE#	DIRECTION	LENGTH	LINE#	DIRECTION	LENGTH	LINE#	DIRECTION	LENGTH	LINE#	DIRECTION	LENGTH
L1	N0°40'27"E	85.40'	L15	N9°41'51"E	90.06'	L29	S70°11'09"W	60.62'	L43	N0°27'23"E	11.35'
L2	N77°49'13"E	756.17'	L16	N71°59'20"E	52.10'	L30	S83°45'08"W	360.81'	L44	S85°26'08"E	49.28'
L3	S65°49'19"W	32.49'	L17	N80°25'31"E	111.91'	L31	S87°52'35"W	101.61'	L45	N4°33'52"E	20.00'
L4	S70°38'56"W	87.79'	L18	N81°15'22"E	150.69'	L32	S77°23'04"W	128.60'	L46	N85°26'08"W	50.72'
L5	S75°25'30"W	48.91'	L19	N78°37'11"E	102.03'	L33	N52°40'39"E	44.62'	L47	N0°27'23"E	99.97'
L6	S77°39'15"W	348.89'	L20	N78°37'11"E	102.03'	L34	N71°59'20"E	24.53'	L48	N10°18'23"W	110.86'
L7	S76°20'11"W	110.41'	L21	N73°06'44"E	59.63'	L35	N85°26'08"W	123.33'	L49	N12°08'19"W	135.34'
L8	S57°49'57"W	59.57'	L22	N63°23'49"E	103.57'	L36	S19°39'49"W	66.19'	L50	S20°53'23"E	143.65'
L9	S54°44'54"W	100.20'	L23	N54°23'13"E	70.15'	L37	N72°24'41"W	8.40'	L51	S15°59'18"E	108.09'
L10	N9°41'51"E	9.18'	L24	N54°20'49"E	62.44'	L38	S16°11'17"W	31.40'	L52	N84°17'53"E	27.09'
L11	N28°37'25"E	60.68'	L25	S38°25'34"W	19.70'	L39	S30°20'37"W	57.20'	L53	S2°49'12"E	96.20'
L12	S39°56'40"E	10.21'	L26	S37°23'25"W	119.39'	L40	S24°46'44"W	174.81'	L54	S85°26'08"E	147.79'
L13	S9°32'54"W	148.00'	L27	S48°55'07"W	60.72'	L41	N18°16'26"E	177.78'	L55	S4°33'52"W	50.00'
L14	N84°27'20"W	27.92'	L28	S58°38'22"W	60.75'	L42	N12°50'51"E	140.75'	L56	N85°26'08"W	31.79'

#### Artist Information:

Gene Delcourt (Madison, Wisconsin) is a globally recognized, award-winning wood sculptor with art installations across the US and Europe. During his MFA studies at University of Wisconsin-Madison sought the guidance of Ho-Chunk artist Harry Whitehorse to further his education. During this time, Harry convinced Gene to attend wood carving symposiums abroad – leading Gene to participate in six European events. Honoring his mentor, Gene is a founder of the Harry Whitehorse International Wood Sculpture Festival.

#### Gene in his own words:

I am descended from the Abenaki of Odenak, Quebec (formerly known as the St. Francis Abenaki). My work is inspired by the Natural World and pays homage to regional, natural beauty. The art I create reflects my personal connection to the Flora and Fauna of the Northern U.S. where I have always lived and the belief that anything that I create can only serve to enhance the natural beauty already present in the wood. All of the wood used in my sculptures, caskets and snowshoes are sourced from locally grown trees. These trees are acquired after being harvested and removed from homes around the State by local tree companies. I also harvest ditch willow for woven baskets from the wetlands and woodlands surrounding my home.

#### Donor Information:

Gerri Gurman, MS, integrated arts educator and certified Tai Chi Fundamentals® Instructor with over 40 years of experience teaching dance and creative drama is a lifelong movement educator, dancer, and teacher who has been sharing the healing power of movement since 1968.

Tai Chi Animal Frolics is a movement program designed for the classroom. Ideal for children and their teachers, it blends the wisdom, principles, and benefits of Tai Chi with ancient Chinese Animal Frolics exercises and is appropriate for most ages, including small children.

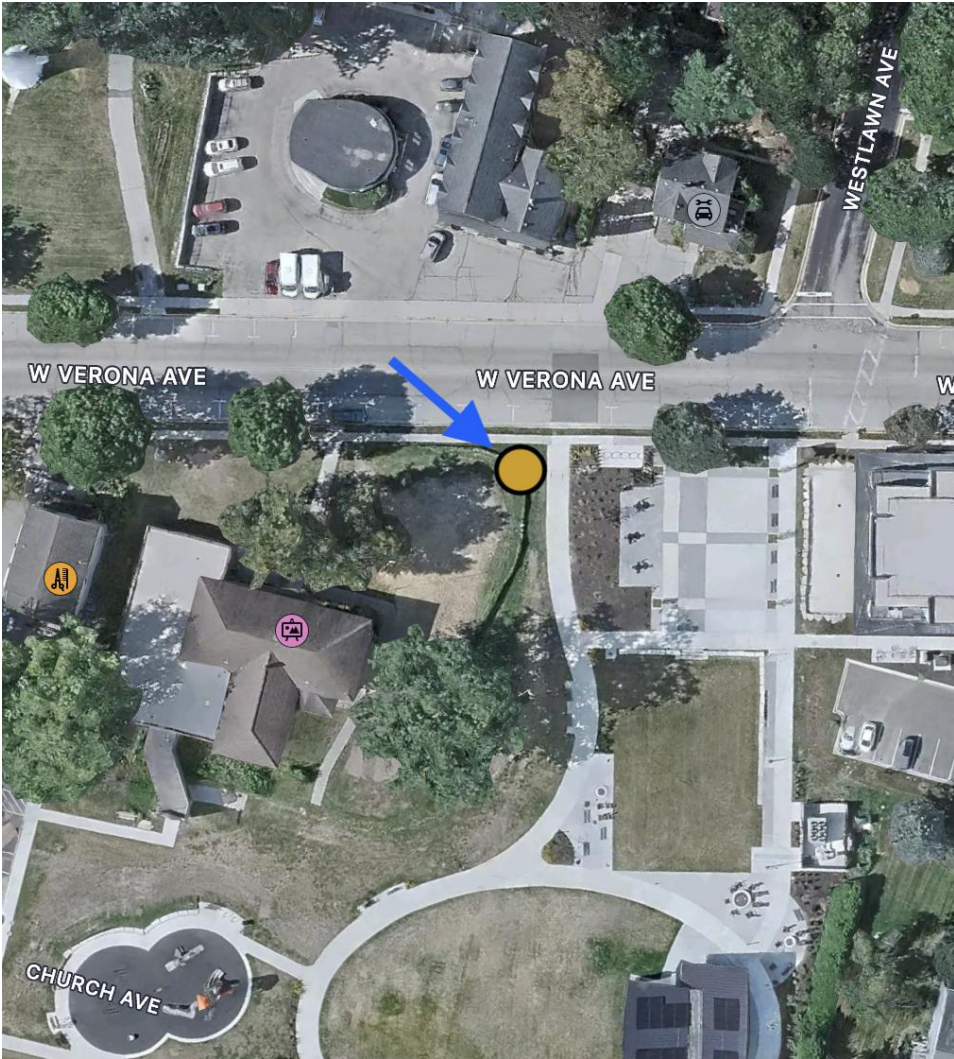
#### Information about the sculpture:

- Approximately 7 feet tall and 3 feet in diameter
- Carved from a reclaimed ash tree
- Annual maintenance: Apply a coating with boiled linseed oil (AH360 will coordinate)
- Installation Needs: small concrete pad and footings (Parks can install)
- If approved, we will seek a grant to add:
  - Biographical signage about the artist, sculpture, and donor
  - Educational activity signs about the tai chi movements represented by the animals and instructions on how to perform them
  - Natural landscaping materials and plants to buffer the sculpture
  - All signage will be in English, Ojibwemowin, and Mandarin to represent the three cultures involved in this piece.

Photos of the sculpture in progress:



Location of the Sculpture:



**DEVELOPMENT AGREEMENT  
(ALDI PROJECT)**

This Development Agreement (Aldi Project) the “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Verona, a Wisconsin municipal corporation (the “**City**”), and ALDI INC. (WISCONSIN), a Wisconsin corporation (the “**Developer**”).

RECITALS

- A. The Developer obtained approval from the City for that certain site plan and certified survey map (the “**CSM**”) approved by City of Verona Resolution R-26-010 for land located in the City of Verona, Dane County, Wisconsin more particularly described in Exhibit A attached hereto (the “**Property**”), contingent upon the execution of this Agreement and submittal of all required documents as provided by this Agreement.
- B. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements for the Property and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive.
- C. Title 14 of the Code of Ordinances, City of Verona, Wisconsin (the “**Subdivision Ordinance**”) requires that provisions be made for the installation of public improvements to serve the Property, including, but not limited to, sanitary sewer facilities, water mains and water service laterals, the grading of public lands, erosion and storm water runoff control, and street improvements.
- D. The City’s purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions. The Agreement is not executed for the benefit of material men, laborers, or others providing work, services or material to the Property.
- E. The Developer now wishes to proceed with the installation of public improvements to serve the Property.
- F. The City will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:  
City of Verona  
Attn: City Clerk  
111 Lincoln Street  
Verona, WI 53593

P.I.N.  
See Exhibit A

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City agree as follows:

## ARTICLE I – REQUIRED IMPROVEMENTS

### A. General Conditions.

#### 1. Improvements.

The Developer shall construct and install, at its own expense, those on-site and off-site public improvements applicable to serve the Property as set forth in the CSM and pursuant to the plans prepared for the Developer by Pinnacle Engineering Group and approved by the City, and particularly including the following items: installation of public sanitary sewer, public storm sewer, public water, public streets and public sidewalks, storm water management, gas, electric, cable, telephone, street lights, and street trees for dedication to the City (hereinafter referred to as the “**Improvements**”). The Improvements shall not be constructed hereunder unless the letter of credit required by this Agreement has been presented to and accepted by the City. The Developer’s obligation will be independent of any obligations of the City contained herein. All of the Improvements shall meet the minimum requirements of the Subdivision Ordinance. The Developer’s obligation to complete the Improvements will arise upon recording of the CSM and execution of this Agreement by all parties and will not be conditioned on the commencement of construction in the Property or sale of any lots or improvements within the Property. The Developer agrees to construct Improvements required to connect the Property to existing utilities, to construct utilities to the edge of the CSM, and to dedicate the Improvements to the City.

#### 2. Contractors Engaged by the Developer.

The Developer agrees to engage contractors for all construction included in this Agreement who shall perform such work to the standards of the City and who shall comply with every requirement of the City Code and standards in performing such work. The Developer has furnished the City Public Works Director (hereinafter, the “**Director**” or the “**City Engineer**”) with the names of all contractors and their subcontractors and with the classification of the work that they will perform, each of which are approved by the City.

#### 3. City Approval of Starting Dates.

- a. It is contemplated that construction of the Improvements shall commence on or about \_\_\_\_\_ and shall be substantially completed on or about \_\_\_\_\_; however, the actual commencement date of construction and the projected completion date shall be determined by the

contract between the Developer and its contractor(s), subject to approval by the City, not to be unreasonably withheld, conditioned, or delayed.

- b. A starting date will not be approved until final plans and specifications for the Improvements have been approved by the City Engineer, stamped “Approved for Construction,” and signed by the Developer’s Engineer and the City Engineer. Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Engineer, and one copy shall be provided to each contractor. Only stamped and signed copies of the plans and specifications shall be used on the job site. A starting date will not be approved until the surety required by this Agreement has been presented to and accepted by the City.

4. Time of Completion.

Subject to Article VII, Section K., all Improvements shall be completed within 18 months after the full execution of this Agreement.

5. Responsibility for Costs.

The Improvements shall be designed, constructed, and installed by the Developer at the Developer’s sole expense. The City shall not be responsible for any design, construction, and/or installation costs or charges relating to the Property or this Agreement.

6. Inventory.

On or before January 15 of each year, the Developer shall provide the City with an inventory of all Improvements installed the previous year, including the cost of each such Improvement.

7. Release from Liberty Business Park Obligations.

For the avoidance of doubt, all public improvements needed to serve the Property are identified in this Agreement. The Developer is not responsible for any additional public improvements, including but not limited to, other public improvements associated with the plat of Liberty Business Park, and the Developer shall have no liability or obligations under that certain Agreement for Land Division Improvements, Liberty Business Park – Phase I, dated December 28, 2012, filed January 4, 2013, as Document No. 4946722 in the Dane County, Wisconsin, Register of Deeds (the “**Register**”), as amended by that certain Amendment to Agreement for Land Division Improvements, dated September 22, 2014, filed September 28, 2014, as Document No. 5186866 in the Register, that certain Second Amendment to Agreement for Land Division Improvements, dated September 28, 2015, filed November 10, 2015, as Document No. 5196705 in the Register, that certain Third Amendment to Agreement for Land Division

Improvements, dated October 28, 2019, filed November 20, 2019, as Document No. 5542336 in the Register, and that certain Fourth Amendment to Agreement for Land Division Improvements, dated September 26, 2022, filed October 13, 2022, as Document No. 5867841 in the Register (collectively, as amended, the “**LBP Development Agreement**”). Further, the City hereby waives all rights and remedies it may now have or may hereafter have under the LBP Development Agreement against the Developer and/or the Property, and the City acknowledges and agrees that it shall not have the right to enforce the LBP Development Agreement against the Developer and/or the Property.

B. Specifications for Improvements.

1. Grading Plan.

- a. The CSM, including Lot 1, shall be graded in conformity with the Master Site Grading Plan as approved by the City Engineer.
- b. Upon completion of the grading of the CSM, the Developer shall submit to the City a record drawing identifying the grades as established by the Developer. The Developer shall provide the City with an engineer’s certification that the grades on the record drawing are in conformance with the final approved grading plan within tolerances accepted in the industry.
- c. The Developer shall obtain an erosion control permit pursuant to the City Code prior to grading, excavating, or other land disturbing activities.

2. Erosion Control and Stormwater Management Plan.

- a. Prior to the commencement of construction, the Developer must receive approval and permits from the applicable governing agencies for an erosion control and stormwater management plan: the City, Dane County, and the Wisconsin Department of Natural Resources (“**WDNR**”). At a minimum, an erosion control and stormwater management plan that conforms to the provisions of the City Code shall be required. The Developer shall comply with the approved erosion control and stormwater management plan. Erosion control shall be implemented, inspected, and maintained as required per the approved engineering drawings and permits issued. Any maintenance required as a result of an inspection or other notification shall comply with the permit. If required action is not completed by the Developer, an enforcement action may be taken by the WDNR or the City in accordance with Section 2.b. below.
- b. If the Developer fails to properly maintain the storm water treatment facility and downstream channels within thirty (30) days after receipt of written notice by the City to the Developer specifying such failure in reasonable detail prior to acceptance by the City (or such longer period as may be

reasonably be required, provided the Developer has undertaken procedures to cure the failure within such 30-day period and diligently pursues such cure to completion, or as may be required due to weather or climactic conditions), then, in addition to any other remedies available to the City that are provided by law, the City may perform such maintenance, and the Developer shall pay the City for all actual and reasonable costs of maintenance performed by the City. Notwithstanding the foregoing, the City shall not declare a default under this Agreement during the thirty (30) day cure period unless it is clear that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If, subject to the terms hereof, the Developer fails to perform said work, or if the City determines that such immediate action is necessary, the City may perform said work and deduct the actual and reasonable cost thereof from the surety.

3. Street Improvements.

a. The cul-de-sac and improvements to County Trunk Highway (CTH) M depicted on Exhibit B shall be constructed by the Developer in accordance with the Traffic Impact Analysis prepared by TADI dated October 14, 2025, and the design plans prepared by Pinnacle Engineering Group following City and/or Dane County standards and as approved by the City and/or the Dane County Highway Engineer.

(1) Specifically, the following improvements are required for the cul-de-sac located within, and adjacent to, the CSM:

- (a) Pavement and aggregate removal for the existing cul-de-sac bulb within the right of way.
- (b) Excavation below subgrade, street grading, crushed aggregate base course and asphaltic concrete paving.
- (c) Installation of driveway aprons for Lot 1 in the CSM and the existing substation lot to the west.
- (d) Installation of curb and gutter, storm sewer, and inlets.
- (e) Installation of sanitary sewer and water main, including lateral connections to Lot 1 in the CSM.
- (f) Installation of street terrace landscaping.

(2) Specifically, the following improvements are required on CTH M:

- (a) Construct a dedicated right-turn lane and a shared thru/left-turn lane on the north approach.
  - (b) Provide stop sign control on the north approach.
  - (c) Construct a dedicated right-turn lane, through lane and left-turn lane on the east approach.
  - (d) Construct a dedicated right-turn lane, through lane and left-turn lane on the west approach.
  - (e) Construct bike lanes on eastbound and westbound approaches per standard Dane County requirements.
  - (f) Replacement of pavement or construction of new pavement per Dane County standards.
  - (g) Mill and overlay of the remaining CTH M pavement within the CTH M project limits.
  - (h) Traffic control plan, subject to Dane County and City of Verona review and approval.
- b. The Developer shall construct all streets, including gravel base, and install the curb and gutter in accordance with the construction standards of the City, including, but not limited to, installing mountable curbs on traffic islands within the Property so that the curbs may withstand snow removal, maintenance, and emergency vehicle use. Streets shall not be constructed until utilities under the roadway are completed, per City of Verona Standard Specifications and approved by the Director.
  - c. The City Engineer shall retain final authority, exercised in accordance with industry standards, regarding the need to remove subbase material and to replace such subbase material with suitable material, in order to insure the quality of the street construction.
  - d. The final course of asphalt shall be installed in all streets in the CSM within 18 months after the completion of the base course of asphalt, except that this deadline may be extended by the City Engineer for a reasonable time with respect to the laying of the final layer of asphalt paving on streets within the Property, so long as the Developer furnishes appropriate surety for the completion of such work in the judgment of the City Engineer.
4. Sidewalks; Public Path.

- a. The Developer shall construct and install a sidewalk as shown on Exhibit B attached hereto and incorporated herein.
- b. At the time in which the section of the current CTH M fronting the Property is fully urbanized and graded to allow sidewalks to be constructed in the right of way, the Developer shall pay for the construction of sidewalks as shown on Exhibit B.

5. Street Lights.

The Developer shall pay for the installation of street lights and restoration, including the restoration required by the installation of underground wiring. Street lights shall be placed at intervals and in locations as set forth on a street light plan approved by the City Engineer and the applicable electric utility company. The type and specifications of the street lights must be approved by the City Engineer prior to installation.

6. Sanitary Sewer Collection.

- a. The Developer shall furnish, construct and install sanitary sewer facilities to serve Lot 1 within the CSM in accordance with the design plans prepared by Pinnacle Engineering Group and as approved by the City Engineer, including installing sanitary sewer service lateral to serve Lot 1. All sanitary sewer main and lateral construction shall be done in accordance with the construction standards of the City and Dane County and shall be completed prior to the application of the binder course of asphalt street pavement. No installation of the underground public utilities shall commence until plans and specifications have been approved by the City Engineer, Dane County, and the WDNR as it requires. The construction method shall be approved by the City Engineer prior to commencing construction.

7. Water Distribution.

- a. The Developer shall furnish, construct and install a water main and a service lateral to serve Lot 1 within the CSM in accordance with the design plans prepared by Pinnacle Engineering Group and as approved by the City Engineer, Dane County, and WDNR. All water main and service lateral construction shall be done in accordance with construction standards of the City and Dane County. The construction method shall be approved by the City Engineer prior to commencing construction.

8. Storm Sewer and Storm Water Management Facilities.

- a. The Developer shall furnish, construct and install storm sewers, inlets, and storm water management facilities (the “**Storm Water Management**”

**Measures**”) for the Property in accordance with the design plans prepared by Pinnacle Engineering Group and as approved by the City Engineer. All construction shall be done in accordance with construction standards of the City and shall be completed prior to the application of the binder course of asphalt street pavement. The Developer shall provide all storm water runoff calculations requested by the City Engineer to determine adequacy of the facilities.

- b. The Developer and its successors and assignees shall be responsible for repairing and maintaining the Storm Water Management Measures in good working order and such that the Storm Water Management Measures comply with approved plans on file with the Director of Public Works. The maintenance shall be at the Developer’s sole cost and expense. The Developer will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements.
- c. If the Developer fails to repair and maintain the Storm Water Management Measures, the City shall have the right, after providing Developer with written notice of the repair or maintenance issue (“**Maintenance Notice**”) and thirty (30) days to comply with the Maintenance Notice (or such longer period as may be reasonably be necessary, provided the Developer has undertaken procedures to cure the failure within such 30-day period and diligently pursues such cure to completion), to enter the Property in order to perform the maintenance specified in the Maintenance Notice. The City shall conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with the Developer’s use of the Property. All costs and expenses incurred by the City in performing the maintenance shall be paid by the Developer.
- D. The Developer shall be responsible for the Storm Water Management Measures upon execution of this Agreement, and except as otherwise herein specifically provided, shall continue until the City accepts the stormwater facilities.

9. Easement and Utility Service.

In accordance with the City Code, all utilities serving the Property, including, but not limited to, electric power, natural gas, communications facilities, telephone and cable, shall be installed underground. Except as otherwise provided in this section, all utility equipment, appurtenances, conduits, lines and structures, electrical power, cable, communication facilities and telephone shall be installed within the right of way.

10. Fencing and Debris Removal.

The Developer shall remove all interior fences and posts on the Property and shall remove all man-made debris on lands to be dedicated to the public by the CSM, or which are public at this time.

11. Excess Fill Materials.

If excavations result in excess fill, and the Developer uses such fill materials on lots within the Property, the Developer shall be solely responsible for the location and method of placement of such material. Although such fill materials shall be leveled and graded as required by this Agreement, the City, the City Engineer, and their employees or agents shall not be responsible for the location, method of placement, type, or degree of compaction of any materials placed on private property.

12. Street Signs.

The Developer shall pay for the installation of all traffic control signs and street name signs for the Property.

13. Blasting.

To the extent blasting operations are required for the construction of the Improvements or the development of the Property, the Developer shall:

- a. Comply with all applicable federal, state, and local rules, regulations, and specifications applicable to blasting.
- b. Install and maintain fencing around all material piles and operations related to blasting.
- c. Inform City personnel of scheduled blasting at least 7 days before the blasting.
- d. Work with City Public Works Department staff to reasonably expand the area for which pre-blasting notifications will be provided to City and Town of Verona residences, including, but not limited to, offering pre-blasting surveys to residences falling within the scope of the expanded area.
- e. Comply with applicable regulations and specifications applicable to blasting from electric company due to electric substation adjacent to the Plat.

## **ARTICLE II – PAYMENT OF FEES AND COSTS**

A. Developer to Reimburse City Costs and Pay Other Fees.

1. City Costs.

The Developer shall pay to the City, within thirty (30) days after receipt of an invoice, the City's fees associated with this Agreement and/or the Improvements, including, but not limited to, administrative fees, planning fees, engineering fees, attorney's fees, construction inspection fees, and soils testing fees. Interest of one and one-half percent (1½%) per month shall be charged on invoices not paid within thirty days after billing. The City shall provide detailed invoices of the City's costs to the Developer no less frequently than monthly.

2. MMSD Fees.

The Developer agrees to pay applicable Madison Metropolitan Sewerage District (MMSD) Interceptor Connection Charges (ICC) and Wastewater Treatment Plant Connection Charges (TPCC). The ICC and TPCC are based on developable acreage in the CSM. The Developer agrees to pay MMSD sewer connection fees for the Property to the City prior to the construction of any sanitary sewer within the Property based on actual charges provided by MMSD. The City estimates the fees to be \$71,439.58.

3. City Water Impact and Sanitary Sewer Connection Fees.

The Developer agrees to pay the City of Verona Water Impact Fee and Sanitary Sewer Connection Fee. The City of Verona Water Impact Fee and Sewer Connection Fee are based on gross acreage of land approved in the CSM. For the Property, the Developer agrees to pay the fees that are in effect prior to the City of Verona substantially accepting the sewer and water improvements. The letter of credit shall not be reduced until after the City of Verona connection charges and impact fees have been paid in full. For the Property, the City estimates the Water Impact Fee to be \$4,696.10, and the Sanitary Sewer Connection Fee to be \$8,035.43.

4. City Park Fees.

The Developer agrees and acknowledges that its park dedication requirements, as provided in Section 14-1-81 of the City Code of Ordinances, consists of, for the entire CSM, the dedication of four percent (4%) of the total acreage intended for commercial purposes or a resulting fee in lieu of \$1,000 per acre of land proposed for development. Based on 215,504 square feet of commercial land proposed for development, the fee in lieu is \$4,947.29.

### **ARTICLE III – ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS**

A. Inspection.

1. After the required Improvements for the Property have been made, installed and completed, the Developer shall notify the City Engineer, in writing, that the work

is complete and ready for final inspection. All Improvements shall be inspected and tested within sixty (60) days of the Developer's notice by the City Engineer or a consultant retained by him to assure compliance with all construction and improvement requirements of the City. Notwithstanding the preceding sentence, the City shall not be obligated to inspect (under this Section A.) or accept (under Section D.) Improvements for the Property if the City reasonably determines, in its sole discretion, that the weather (e.g., frozen ground or cold weather conditions that otherwise prevents an adequate inspection / acceptance process by the City) does not allow the City to adequately complete the inspection process to determine if the Improvements should be accepted. Without limiting the City's discretion, **acceptance** generally will only occur within the construction season (generally April 15 to November 15 of each year). For avoidance of doubt, for acceptance to occur on or before November 15 of a specific year, the Improvements must be ready for inspection well in advance of November 15.

The Developer agrees to provide for the maintenance and repair of all Improvements until the Improvements are accepted by the City. Before any sureties or other financial guarantees are released to the Developer, the City Engineer shall approve the satisfactory completion and acceptance of the Improvements. The Developer shall obtain an original lien waiver(s) from the Contractor(s) for the labor and materials for which payment is requested upon delivery of the payment to the Contractor(s), and the Developer shall provide the City with a copy of such original lien waiver(s). Prior to City acceptance of Improvements, the Developer shall provide the City with the lien waivers and such information on the cost of the Improvements as the City may require.

2. Prior to the City Engineer's inspection and approval of sanitary sewers, the Developer shall have performed, and at its cost, a television inspection of those utilities. The Developer shall pay the actual cost of such inspection as required by the City Code. In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained by a certified agency testing. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the City's acceptance. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and certification of approval by the Director, ownership and control of the system shall be turned over without any restrictions to the City Water Utility.

B. Record Drawings and Cost of Improvements.

After completion of all Improvements for the Property and prior to final acceptance of the Improvements, the Developer shall prepare and have approved by the City three (3) copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings, as required by the Subdivision Ordinance. After completion of all Improvements and prior to acceptance of the Improvements, the Developer shall provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.

C. Dedication.

Subject to all of the other provisions of this Agreement, the Developer shall, upon completion of the above-described Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same (excepting sanitary sewer laterals and water laterals lying outside of dedicated right-of-way) to the City, its successors and assigns forever, free and clear of all encumbrances, together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant, machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such Improvements, together with any and all necessary easements for access thereto.

D. Acceptance.

Subject to Section A. above, following the City Engineer's report of completion of the Improvements and acceptance, the City shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer. The City Engineer shall provide the Developer with a copy of the City acceptance of the Improvements hereunder which the Developer may record to evidence compliance with this Agreement. Certification by the City Engineer does not constitute a waiver by the City of any rights related to the guarantee set forth in Article III-E below against defects in or failure of any Improvements that are detected or which occur following such acceptance.

E. Improvement Guarantee.

The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance by the City as herein provided and shall pay for any damages resulting there from to City property. If any defect appears during the guarantee period, the Developer shall upon written notice and, at its expense, install replacements or perform repairs to the standard provided in the approved plans and specifications. The Developer shall have 30 days from the issuance of such notice (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climactic conditions) to cure the defect. The City shall not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to cure the defect, or if the City determines that such immediate action is necessary, the City may affect the cure and deduct the cost thereof from the security deposit. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by the Developer to the City (as beneficiary). Unless defects have appeared and have not been repaired, the City will release the security to the Developer upon expiration of the one year guarantee period.

F. Remedies.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

#### **ARTICLE IV – LETTER OF CREDIT**

A. Letter of Credit.

1. The Developer agrees to furnish the City, before the start of construction of the Improvements required by this Agreement, with surety in the form of an irrevocable letter of credit in the amount of \$\_\_\_\_\_ to secure performance of this contract in accordance with the Subdivision Ordinance, which letter of credit shall be in a form acceptable to the City and must be accepted by the City prior to the commencement of construction under this Agreement. The letter of credit shall be payable at sight to the City and will bear an expiration date not earlier than twelve (12) months after the date of delivery to the City. The letter of credit shall include a provision requiring that the City be given written notice not less than forty five (45) days and not more than sixty (60) days prior to the expiration of the letter. The Developer shall provide a new letter of credit satisfactory to the City not less than ten (10) days prior to the expiration of any earlier letter of credit sufficient to cover the balance of any work to be performed by the Developer hereunder and any sum required to secure the guarantee in Article III-E above. The failure to provide a new letter of credit at least ten (10) days before the expiration of the current letter of credit shall be deemed a default under this Agreement authorizing the City to draw upon the letter of credit. The letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (ii) a written statement by a City official that the City is entitled to draw on the letter of credit; and (iii) the original letter of credit.
2. Any Improvements that are not completed within 18 months of the execution of this Agreement (except for the final course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City, and the City may draw on the letter of credit to pay all costs associated with completing the Improvements.
3. As work progresses on installation of the Improvements constructed as part of this Agreement, the City Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the letter of credit as hereinafter provided. When portions of construction (water, sanitary sewer, street, sidewalk, storm sewer or other improvements) are completed by the Developer, and determined acceptable by the City Engineer, the City Administrator is authorized, upon submission of lien waivers by the Developer's contractors, to reduce the amount of the letter of credit.

4. Upon acceptance by the City of the Improvements constructed as part of this Agreement, the City agrees to reduce the letter of credit to an amount equal to the City Engineer's estimate of the amount reasonably necessary to secure the guarantee required in Article III-E, or 10 percent of the total cost of the improvements, whichever is greater.
5. The Developer agrees to provide written notice of the expiration of any letter of credit (or replacement letter of credit) provided for herein not less than forty five (45) days nor more than sixty (60) days prior to its expiration, by sending notice to the following address:

City of Verona  
Attn: City Clerk  
111 Lincoln Street  
Verona, WI 53593

**B. Preservation of Assessment Rights.**

1. Subject to the terms of this Agreement, any Improvements that are not completed within 18 months of the execution of this Agreement (except for the second course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City at the City's option and charged to lots in the Property as a special assessment.
2. In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments or special charges on the lots in the CSM for any amount to which the City is entitled by virtue of this Agreement. This provision constitutes the Developer's acknowledgment of special benefit and the Developer's consent to and waiver of notice and hearing on all proceedings imposing such special assessments or special charges.

**C. Remedies Not Exclusive.**

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

**ARTICLE V – PERMITS**

**A. Required Permits.**

The Developer is responsible for obtaining all licenses, permits and authority necessary to perform its obligations under this Agreement.

**B. Building Permits.**

The City agrees that lots within the Property may be developed concurrent with the construction of the Improvements.

C. Occupancy Permits.

The City will not issue an occupancy permit for any structure within the Property until all fees are paid, and all dedications and improvements are approved and accepted by the City in accordance with this Agreement, except the upper layer of asphalt street pavement need not be installed provided there is a sufficient financial guarantee under Article IV-A to insure the installation of the final lift.

**ARTICLE VI – LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY**

A. Laws to be Observed.

The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the construction of the Improvements under this Agreement. The Developer further agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the Developer’s failure to comply with an applicable federal, state or local law, regulation or ordinance.

B. Other Laws Apply.

All applicable provisions of the Subdivision Code and any other applicable ordinances or laws shall be adhered to with respect to the design, construction and installation of required Improvements for the Property and with respect to the development of the CSM, except as to variances to or waivers of those requirements. Where standards and/or specifications have not been established by the City, all work shall be made in accordance with generally established engineering practices.

C. Developer’s Responsibility for Work.

The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. If prior to acceptance the City is required to take any measure to maintain, protect, or guard any completed Improvements that have not yet been accepted by the City, the costs of doing so shall be paid by the Developer.

D. Insurance Requirements.

1. General. The Developer shall obtain insurance acceptable to the City as required under this section. The Developer shall maintain all required insurance under this section until Improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the Improvement guarantee or otherwise.

2. Certificates of Insurance. Certificates of Insurance on all policies specified shall be filed with the City Clerk which shall include a fifteen (15) day prior written notice of material change or cancellation to the City and which clearly state that liability insurance is provided and, if applicable to work under this Agreement, explosion, collapse and underground coverage. Explosion, collapse and underground coverage may be provided by the Developer's contractor.

3. Insurance. The minimum limits of liability shall be as follows:

Worker's Compensation, etc.

(1) State: Statutory

(2) Applicable Federal  
(e.g., Longshoreman's): Statutory

(3) Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Contractor's General Liability (which shall include completed operations and product liability coverages):

(1) General Aggregate:  
(Except Products-Completed Operations): \$1,000,000

(2) Products-Completed  
Operations Aggregate: \$1,000,000

(3) Personal and Advertising  
Injury (Per Person/Organization): \$1,000,000

(4) Bodily Injury and Property  
Damage (Each Occurrence): \$1,000,000

(5) Personal Medical Expense  
(Per Person): \$5,000

(6) Personal Injury Liability coverage will include claims arising out of employment.

(7) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(8) Excess Liability

General Aggregate: \$2,000,000  
Each Occurrence: \$2,000,000

Automobile Liability:

(1) Combined Single Limit:  
(Bodily Injury and Property Damage)  
Each Accident \$1,000,000

The Contractual Liability coverage shall provide coverage for not less than the following amounts:

(1) General Aggregate: \$1,000,000  
(2) Each Occurrence  
(Bodily Injury and Property Damage): \$1,000,000

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin Commissioner of Insurance. The City reserves the right to disapprove any insurance company.

E. Indemnification.

The Developer hereby expressly agrees to indemnify, defend and hold the City and its respective officers, employees, and agents harmless from and against all claims, costs and liability of every kind and nature (including reasonable fees for attorneys, consultants, and experts), for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the Property and elsewhere pursuant to this Agreement, except to the extent caused by the recklessness or willful misconduct of the City or its officers, employees, agents or contractors. The Developer further agrees to defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Developer, subject to the limitations above. The Developer is not an agent or employee of the City.

F. Indemnification for Environmental Contamination.

The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Property or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous

substances arising from any activity occurring prior to the acceptance of all Improvements, except to the extent caused by the willful or negligent act or omission of the City or its officers, employees, agents or contractors. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air or other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by the appropriate local, state, or federal agencies to comply with applicable laws.

G. Personal Liability of Public Officials.

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

## ARTICLE VII – GENERAL PROVISIONS

A. Title.

The Developer warrants that it is the owner of the Property; that no other person or party has an interest of record in the Property, other than a mortgagee; that it has full right and authority to make the agreements, warranties, consents and waivers in this Agreement; and that upon recording the City shall have good, indefeasible title to all interests in property dedicated or conveyed by the Developer to the City by the CSM, this Agreement or other instruments required by the Agreement. The Developer further warrants and represents that if it has acquired the Property subject to a mortgage, it shall obtain the mortgagee's consent to the terms and conditions of this Agreement in a form acceptable to the City. The Developer shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City's acquisition or ownership of interests in the Property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

B. Developer's Project Manager.

The Developer hereby designates \_\_\_\_\_ as the Project Manager, who shall act as the Developer's representative during the construction of the Improvements. The Project Manager shall be available during construction hours on the job site or available by

telephone at \_\_\_\_\_. During non-construction hours, the Project Manager shall be available to respond to emergencies at the following telephone number: \_\_\_\_\_.

C. Survey Monuments.

The Developer shall install all survey monuments for the lands within the CSM in the manner required by law within the time required by law. Any monuments disturbed during construction of Improvements shall be restored.

D. Written Notice.

Any written notification required under this Agreement shall be deemed to be served if it is personally delivered, or sent by first class mail or reputable overnight courier (such as UPS or FedEx) to the following:

City of Verona  
Attn: City Clerk  
111 Lincoln Street  
Verona, WI 53593

Aldi Inc. (Wisconsin)  
9342 South 13<sup>th</sup> Street  
Oak Creek, Wisconsin 53154  
Attn: Tom Howald, Director of Real Estate

Either party may change the address to which notices must be sent by giving notices as provided herein.

E. Zoning.

The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.

F. Inspections.

The Developer grants the right of entry on the lands within the CSM to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement, upon reasonable times and upon reasonably-advanced notice.

G. Access.

The City shall, to the extent it already owns or has access easements over offsite lands, permit reasonable access for Developer's construction of offsite Improvements required under this Agreement. The City shall not, however, be required to exercise, for the benefit of Developer, its power of eminent domain or exercise any other municipal authority to

obtain access over any property which it does not currently own or over which it does not have access rights. Nor shall the City be required to expend any time or money to stake, for Developer's benefit, the location of any dedicated lands or easements over which it will furnish Developer access for construction of offsite Improvements.

H. Public Easements.

All easements dedicated to the City or the public on the CSM grant the City the right to construct, install, maintain, inspect, repair and replace the designated Improvements in, on, over or under such easements. Lots within the CSM shall not be used in a manner which interferes with the City's easement rights. The City's only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil, and plant grass seed.

I. Default.

A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement that is not cured within 30 days after receipt of written notice from the City specifying such breach or failure in reasonable detail or, if it reasonably would require more than 30 days to cure such failure, within a time reasonably necessary to cure such failure after the Developer's receipt of such notice (provided the Developer has undertaken procedures to cure the default within such 30 day period and diligently pursues such cure to completion). The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the letter of credit provided hereunder, and to specially assess costs against the Property within the CSM, in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction, denying building permits and prohibiting the transfer or sale of lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

J. Attorney Fees.

If the Parties are required to resort to litigation or arbitration regarding this Agreement, the substantially prevailing party shall be entitled to an award of all costs, including reasonable attorney fees and expert witness fees.

K. Time.

For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included to the extent such conditions prevent the Developer from performing its obligations under the Agreement.

L. No Vested Rights Created.

Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. The City does not warrant by this Agreement that the Developer is entitled to any required approvals.

M. Successors Bound.

This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors and assigns, including the owners of all lots in the Subdivision.

N. Assignment.

The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written consent of the City; provided, however, that the Developer may assign this Agreement, and all benefits hereunder, to any business or entity which directly or indirectly controls, is under common control with, or is controlled by the Developer. Such approval may not be unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Developer's surety if it accepts new security from any Developer or lender who obtains the property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement.

O. No Release.

Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer by the Subdivision Code, or any other applicable provisions in the City Code of Ordinances, state statutes, or administrative rules. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer or the acceptance of any Improvements.

P. Amendment.

This Agreement may only be amended by a written amendment instrument approved and executed by the City and the Developer.

Q. Severability.

If any part, term or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term or provision of this Agreement, and the rights

of the parties will be construed as if the part, term or provision was never part of the Agreement.

R. Entire Agreement.

This written agreement, and written amendments, shall constitute the entire agreement between the Developer and the City.

S. Recording.

The City may record a copy of this Agreement with the Register of Deeds. All costs of recording shall be paid by the Developer. Upon acceptance by the City of the Improvements, the City shall provide the Developer with a certified copy of the acceptance which the Developer may use to record notice of such acceptance.

T. Governing Law.

This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.

U. Interpretation.

This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

V. Counterparts.

This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement

W. Effective Date.

This Agreement is entered into as of the day and year first written above.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

CITY OF VERONA

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

By \_\_\_\_\_  
Holly Licht, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above named Luke Diaz and Holly Licht, to me known to be the Mayor and City Clerk of the City of Verona, and the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

ALDI INC. (WISCONSIN)

By: \_\_\_\_\_  
Name: Steve Bowman  
Title: \_\_\_\_\_

STATE OF OHIO

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Steve Bowman, Group Director of Real Estate of Aldi Inc. (Wisconsin), a Wisconsin corporation, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Attachments: Exhibit A – Legal Description and Parcel Identification Numbers of the Property  
Exhibit B – Depiction of Street and Sidewalk Improvements

This instrument drafted by:  
Bryan Kleinmaier  
Stafford Rosenbaum LLP  
P.O. Box 1784  
Madison, WI 53701-1784

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY AND**  
**PARCEL IDENTIFICATION NUMBERS**

**EXHIBIT B**

**DEPICTION OF STREET AND SIDEWALK IMPROVEMENTS**

**ORDINANCE NO. 26-XXX**

AN ORDINANCE AMENDING TITLE 2, CHAPTER 3, SECTION 12  
MUNICIPAL JUDGE; MUNICIPAL COURT  
OF THE CODE OF ORDINANCES, CITY OF VERONA

*The Common Council of the City of Verona, Dane County, Wisconsin, do ordain that Title 2, Chapter 3, Section 12 of the Code of Ordinances, City of Verona, Wisconsin is hereby amended as follows:*

1. Section 2-3-12 regarding Municipal Judge is amended to read as follows:

**Sec. 2-4-11**

**(b) Office of Municipal Judge Created.** Pursuant to the authority granted by Chapter 755, Wis. Stats., there is hereby created the office of Municipal Judge for the Municipal Court for the City of Verona. Mid-term vacancies in the office of Municipal Judge shall be filled by special election, ~~to be held not less than fifty five (55) nor more than seventy (70) days after the order of the Council therefore.~~ pursuant to Wis. Stat. § 8.50(4)(fm).

(1) Qualifications. The Municipal Judge shall be a resident of the City, shall be licensed to practice law in the State of Wisconsin and have been so licensed for five years immediately prior to the election or appointment, and be a member of the State Bar of Wisconsin in good standing.

2. This ordinance shall become effective upon passage and publication as required by law.

*The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on May 11, 2026.*

CITY OF VERONA

(seal)

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

\_\_\_\_\_  
Holly Licht, City Clerk

ADOPTED:

PUBLISHED:

**CITY OF VERONA  
RESOLUTION NO. R-24-016**

**RESOLUTION ORDERING A SPECIAL ELECTION FOR MUNICIPAL JUDGE**

**WHEREAS**, Judge Bill Weigel resigned from his position as Municipal Judge of the City of Verona on April 29, 2026, which thereby created vacancy in the office of municipal judge; and

**WHEREAS**, the Chief Judge of the judicial administrative district has designated Judge Bill Weigel to temporarily fill the vacancy, pursuant to Wis. Stat. § 800.06(3); and

**WHEREAS**, Sec. 2-3-12 (b) of the Code of Ordinances states that permanent vacancies in the office of municipal judge must be filled by a special election; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Verona Common Council orders a special election to be held on November 3, 2026 for municipal judge with a term ending May 1, 2028; and

**BE IT FURTHER RESOVLED** that if a primary is required, it shall be held on August 11, 2026.

Adopted, signed and dated this 11<sup>th</sup> day of May 2026.

**CITY OF VERONA**

SEAL

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

\_\_\_\_\_  
Holly Licht, City