

AGENDA

CITY COUNCIL
MONONA PUBLIC LIBRARY MUNICIPAL ROOM
1000 NICHOLS ROAD
MONDAY, MAY 4, 2020
7:00 P.M.

Remote Teleconference Meeting via ZOOM

This meeting may be viewed LIVE at <https://www.youtube.com/MononaTV>

NOTICE OF ELECTRONIC MEETING

Due to the current state of emergency because of the COVID-19 pandemic, this meeting will be conducted via electronic videoconferencing/teleconferencing. As such, it is likely that some or all members of, and a possible quorum, may be in attendance via electronic means and not physically present. In accordance with Wisconsin law, the meeting will remain open to the public. The public may still attend in person at the location stated in this agenda. However, due to the need to maintain social distancing in accordance with Emergency Order #12 (Safer At Home Order) and the limited physical space available, the public is encouraged and requested to also attend via electronic means. Directions to do so are listed at the bottom of this agenda. Upon reasonable notice, the needs of disabled individuals will be accommodated through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at 608-222-2525.

- A. Call to Order.
- B. Roll Call and Pledge of Allegiance.
- C. Approval of Minutes from April 20, 2020 and April 21, 2020.
- D. Appearances.
 - 1. Joe Parisi, Dane County Executive
- E. Public Hearing. (None)
- F. Consent Agenda.
 - 1. Approval of Application for 2019/2021 Operator License:
 - a. Amanda L. Sheldon, Tully's II
 - 2. Approval of Renewal Applications for 2020/2022 Operator Licenses:
 - a. Patrick A. McKillips, Red Robin
 - b. Jennifer L. Dvorak, Snicks Sportman's Bar
 - c. Stephanie A. Pyke, Snicks Sportman's Bar
 - d. Lindsey S. Reithmeyer, Snicks Sportman's Bar
- G. Council Action Items.
 - 1. Unfinished Business.

- a. Consideration of Resolution 20-4-2403 Approving a Memorandum of Agreement Between the Wisconsin Historical Society and the City of Monona for the Completion of a Historic Preservation Project (City Planner).
2. New Business.
- * a. Consideration of Resolution 20-5-2405 Providing for the Sale of \$2,900,000 Water System and Sewer System Revenue Bonds, Series 2020B (Finance Director).
 - * b. Consideration of Resolution 20-5-2404 Approval of Participation in a Wisconsin Bureau of Transportation Safety Grant – 2020 Speed Grant Task Force (Police Chief).
 - * c. Consideration of Resolution 20-3-2398 Approving Facility Use Agreement with Monona Farmers’ Market (Parks and Recreation Director).
 - d. Discussion and Update on Staffing, Budgetary and City Operations Contingency Plans for COVID-19 (City Administrator and Parks and Recreation Director).
- H. Reports of Committees, Commissions, Boards, Mayor, City Administrator, City Attorney, and Department Managers.
- 1. Agendas, Supporting Documents, and Minutes are Available on the Monona Web Page – www.mymonona.com.
- I. Appointments.
- 1. Chris Henderson to the Public Safety Committee (effective immediately–April 19, 2021).
 - 2. Adrienne Faerber to the Transit Commission (effective immediately–April 18, 2022).
- J. Adjournment.

DIRECTIONS TO ATTEND MEETING ELECTRONICALLY

You may attend via videoconference by downloading the free Zoom program to your computer at <https://zoom.us/download>. At the date and time of the meeting log on through the Zoom program and enter Meeting ID: 865 7821 9512.

You may attend via telephone conference by calling the following phone number:

PHONE NUMBER: 1-312-626-6799 / MEETING ID: 865 7821 9512, FOLLOWED BY #

Please mute your phone when not speaking to ensure best possible audio quality.

WRITTEN COMMENTS

You can send written comments on agenda items by utilizing the City Council Contact Form found at: <http://mymonona.com/FormCenter/City-Council-Contact-Form-3/City-Council-Contact-Form-64>

NOTE: Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number) Fax: (608) 222-9225 or through the City Police Department TDD telephone number 441-0399. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice.
POSTED May 1, 2020 on the City Hall, Library, and Community Center bulletin boards and on the City of Monona's website mymonona.com.

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MONONA CITY COUNCIL MINUTES
April 20, 2020

The regular meeting of the Monona City Council, via Zoom, was called to order by Mayor O'Connor at 7:06 p.m.

Present: Mayor Mary K. O'Connor, Alderpersons Jennifer Kuhr, Kathy Thomas, Molly Grupe, Nancy Moore, Andrew Kitslaar, and Doug Wood

Also Present: City Administrator Bryan Gadow, City Attorney William Cole, Finance Director Marc Houtakker, City Planner Doug Plowman, Library Director Ryan Claringbole, and City Clerk Joan Andrusz

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Mayor O'Connor noted a correction of the word "covers" to "corners" in the second paragraph of Page 2.

A motion by Alder Thomas, seconded by Alder Moore to approve the Minutes of the March 16, 2020 City Council meeting as amended, was carried.

A motion by Alder Kitslaar, seconded by Alder Grupe to approve the Minutes of the April 6, 2020 City Council meeting, was carried.

APPEARANCES

Library Business and Facilities Coordinator Sally Buffat appeared via videotape to thank City Clerk Andrusz, Deputy Clerk Alene Houser, and City staff for their hard work with the April 7 Presidential Preference Primary/Spring Election.

PUBLIC HEARING AND CONSENT AGENDA

There was no Public Hearing or Consent Agenda.

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS

City Planner Plowman provided information on Resolution 20-4-2403 Approving a Memorandum of Agreement Between the Wisconsin Historical Society and the City of Monona for the Completion of a Historic Preservation Project. A study in 2019 provided a full inventory of properties for National Register of Historic Places program nomination. There are now 15 properties eligible. The Landmarks Commission directed him to apply for a non-matching \$25,000 grant, which was awarded. \$2,000 to \$5,000 will be needed for each property.

Not every property owner will want to participate; the funds will be used to cover those that do. Eligible property owners were invited to a presentation on National Register standards. A letter will be sent to each owner notifying them that funds are available, gauge their interest, and provide more information.

The process is not finalized yet. It will most likely be a competitive process if there are more applications than funds. Historic Districts would not be covered and properties outside of Frost Woods would have priority. An Historic District designation would have to be in place to affect allowing sidewalk or other structure installation.

City Attorney Cole reviewed the Agreement and had these comments:

1. The mandatory September 20, 2021 deadline allows no leeway for the COVID-19 situation. The City can request an extension, but has no right to it. He suggests before signing the City see if an extension is allowed, otherwise the City won't get the money back.
2. Federal laws apply if the City hires consultants.
3. Any announcements have to give acknowledgement to the Historical Preservation Office.

City Administrator Gadow began Discussion and Update on Staffing, Budgetary and City Operations Contingency Plans for COVID-19. Revenues are down so undesignated funds may be needed. Funds are at 30% of the current year's budget so the City is in a good financial position. There is a hiring freeze except for Public Safety positions. The 2021 budget process will start soon and staff will look at various scenarios to discuss at committees for Council consideration. Full pay will be provided from May 5 to May 26 when the safer-at-home order lifts; this will be revisited if there are changes.

Finance Director Houtakker reported the Fund Balance is higher than the policy, so finances will be in good shape for this year. Property taxes cover operating expenses. \$9,000 in part-time Recreation Department salaries has been saved so far. Savings in gas costs, event costs, and court costs have been achieved. Department Heads do a good job in looking for savings. There won't be a revenue loss if the swimming pool is closed the whole summer. The Afterschool program pays for special events; if that program is cancelled the number of events may need to be a reduced.

Areas of concern with projected losses were outlined:

1. Interest income will be down \$50,000 to \$100,000.
2. Court fines will be down \$60,000; not many tickets are being written due to reduced traffic.
3. EMS revenue will be down \$75,000. Rates were increased but most patients are on Medicare and Medicaid and those programs don't pay in full.
4. Hotel tax is usually lowest in the first quarter, but with event cancellations and tax not allowed to be collected when the facility is used to house the homeless, it is projected to be down by \$50,000.
5. Boat launch fees are down by \$11,000 because of the Ace Hardware closure.
6. The 2021 budget will start \$80,000 down because of the reduced hotel tax and the last Walmart payment will be received in 2020.

Library Director Claringbole reported Library services are provided using as many digital resources as possible, including online classes. Governor Evers is opening Libraries to curbside pick-up but not until April 25. That and programs will be offered slowly. He will work on the logistics of curbside pick-up and put a plan in place after consulting with the Library Board. A Dane County Director meeting today suggested delivering materials into vehicle trunks. Staff temperatures will be taken when they come in to work and they will be using cloth masks and one-use gloves. There is a high number of at-risk staff so he needs to see who can work and the number hours they will be available. He will have information out as soon as a plan is finalized. The South Central Library System will not be available; items will have to already be in the Library. Staff will recommend other, similar books if what the patron wants is not in Monona. Returns remain closed as materials need to sit for 3 days to be safe to handle. That will open in stage 2 of the re-opening with no late or loss fees.

City Administrator Gadow reported City Hall remains closed until the order is lifted. Telephone, email, and remote work remain responsive to citizen inquires. The swimming pool and recreation programs are on hold based on information from Recreation Director Jake Anderson. FEMA reimbursement of costs will be pursued and applied for. Personal protective equipment for employees is being pursued. There is a separate COVID-19 webpage and there is now a business assistance page as well with resources and information-sharing with MESBA. Social media and WVMO continue to get information out to the public.

REPORTS

Members all thanked Alder Kitslaar for his service, guidance, and support, at this, his last meeting as an Alderperson. He will be missed by all.

Alder Wood announced there is an opening on the License Review Committee. Those interested should apply on the City's website.

Alder Moore reported the Plan Commission will meet on Monday. The 50th anniversary of Earth Day is Wednesday, April 22 and National Arbor Day is Friday, April 24. All related activities are now online. Check the Sustainable Monona Facebook page for information. She thanks the Sustainability Committee for their efforts.

Alder Kitslaar reported the parks need work, and citizen volunteers should contact Recreation Director Jake Anderson if they'd like to pitch in. He thanks all members and residents for working with him, and working with the amazing City staff was a true perk of his position.

City Clerk Andrusz thanks Library and City staff and their family members, Election Inspectors, and Alder Moore for their assistance with the April 7 Election. Especially the following: Library Business and Facilities Coordinator Sally Buffat, who put in many hours at City Hall and just showed up right when she was needed, more than once. Director of Administrative Services Leah Kimmell was involved through the whole process and was invaluable counsel as well as hands-on help. Public Works member Dan Edgington built attractive and much appreciated sneeze guards to help keep staff and voters safe. And most especially, Deputy Clerk Alene Houser, who's hard work, positive attitude, and high energy were incredible. Monona is lucky to have her! In 2016 there were more voters, but in 2020 there were 2,500 more absentee ballots. The highest number of absentees ever was 1,600 for a Presidential Election, and that was surpassed in the first week, ending with over 3,500 processed in total. Amazing!

Mayor O'Connor thanks staff and others for their work dealing with COVID-19 restrictions. She announced that the Memorial Day Parade is cancelled. She thanks all who worked at the polls and was very grateful to have Badger Books to handle all those absentee ballots. She thanks Alder Kitslaar for his invaluable service. The Organizational Meeting is tomorrow night and committee assignments will be announced then.

APPOINTMENTS

There were no Appointments.

ADJOURNMENT

A motion by Alder Kitslaar, seconded by Alder Moore, to adjourn was carried. (8:02 p.m.)

Joan Andrusz
City Clerk

MONONA CITY COUNCIL MINUTES
ORGANIZATIONAL MEETING
April 21, 2020
DRAFT MINUTES

The Organizational meeting of the Monona City Council was called to order by Mayor O'Connor at 5:34 p.m. All members attended virtually due the Coronavirus health emergency.

Present: Mayor Mary K. O'Connor, Alderpersons Doug Wood, Jennifer Kuhr, Molly Grupe, Nancy Moore, Kathy Thomas, and Kristie Schilling

Also Present: City Administrator Bryan Gadow, Deputy City Clerk Alene Houser, Administrative Services Director Leah Kimmell, Community Media Director Will Nimmow

ROLL CALL AND PLEDGE OF ALLEGIANCE

SWEARING IN OF RE-ELECTED AND NEWLY ELECTED CITY OFFICIALS

The Oath of Office was recited by newly elected Alderperson Kristie Schilling and re-elected Alderpersons Jennifer Kuhr and Molly Grupe, administered by Deputy City Clerk Houser.

ELECTION OF CITY COUNCIL PRESIDENT

Mayor O'Connor accepted nominations for the office of Council President. Alder Grupe, seconded by Alder Kuhr, nominated Alder Wood. As there were no other nominations, Mayor O'Connor declared the nominations closed.

A motion by Alder Grupe, seconded by Alder Kuhr, to elect Alderperson Doug Wood as the City Council President was carried unanimously.

ACCEPTANCE OF CERTIFICATION OF THE BOARD OF CANVASSERS FOR 2020-2021

A motion by Alder Thomas, seconded by Alder Moore, to accept the Board of Canvassers for 2020-2021 as follows was carried:

1. Director of Administrative Services/Resident Leah Kimmell
2. Deputy Clerk/Resident Alene Houser
3. Alternate Member: Parks & Recreation Assistant/Resident Jessica Walsh
4. City Clerk Joan Andrusz

APPOINTMENT OF OFFICIAL CITY NEWSPAPER: *THE HERALD-INDEPENDENT*

A motion by Alder Grupe, seconded by Alder Wood, to appoint *The Herald-Independent* as the official City newspaper was carried.

APPOINTMENTS

Mayor O'Connor explained that number 19, the appointment of Alder Wood to the Madison Area Transportation Planning Board, should be removed from the list of appointments, as that appointment is not made by this body.

A motion by Alder Wood, seconded by Alder Kuhr, to approve the following Appointments with the exception of 8b, Robert Procter to the License Review Committee, was carried:

1. To the Board of Review:
 - a. Robert Larsen, Chair (April 21, 2020–April 19, 2021)
 - b. Jim Lampe (April 21, 2020–April 17, 2023)
 - c. Richard Mastenbrook (April 21, 2020–April 17, 2023)
 - d. Ryan Kelley, First Alternate (April 21, 2020–April 19, 2021)
 - e. Luke Dorzweiler, Second Alternate (April 21, 2020–April 19, 2021)
2. To the Community Development Authority:
 - a. Andrew Homburg (April 21, 2020–April 16, 2024)
 - b. Dave Lombardo (April 21, 2020–April 16, 2024)
3. To the Community Media Committee:
 - a. Katy Byrnes-Kaiser, School District Member (April 21, 2020–April 15, 2023)
 - b. Susan Manning (April 21, 2020–April 18, 2022)
 - c. Eric Redding (April 21, 2020–April 17, 2023)
4. To the Distinguished Service Award Committee:
 - a. Steve Halverson (April 21, 2020–April 17, 2023)
5. To the Facilities Committee:
 - a. Jim Beyer (April 21, 2020–April 17, 2023)
6. To the Landmarks Commission:
 - a. Rick Bernstein (April 21, 2020–April 17, 2023)
7. To the Library Board:
 - a. Sue Carr (July 1, 2020–June 30, 2021)
 - b. Todd Stebbins (July 1, 2020–June 30, 2022)
 - c. Roselyn Ebel (July 1, 2020–June 30, 2022)
 - d. Jenny Fonner (July 1, 2020–June 30, 2023)
 - e. Erinn Monroe-Nye (July 1, 2020–June 30, 2022)
 - f. Mary Anderson (July 1, 2020–June 30, 2021)
8. To the License Review Committee:
 - a. Wayne Kimmell (April 21, 2020–April 18, 2022)
9. To the Park and Recreation Board:
 - a. Tony Gomez-Phillips (April 21, 2020–April 19, 2023)
 - b. Jeff Hinz (April 21, 2020–April 17, 2023)
 - c. Pat Howell (April 21, 2020–April 17, 2023)
 - d. Jennifer Kahl (April 21, 2020–April 19, 2021)
10. To the Plan Commission:
 - a. Chris Homburg (April 21, 2020–April 17, 2023)
 - b. Rob Stein (April 21, 2020–April 17, 2023)
11. To the Police and Fire Commission:
 - a. Ann Tieman (April 21, 2020–April 21, 2025)

12. To the Public Safety Committee:
 - a. Joe Fontaine, PFC Member (April 21, 2020–April 19, 2021)
 - b. Connie Miley (April 21, 2020–April 17, 2023)
 - c. Larry Reed (April 21, 2020–April 17, 2023)

13. To the Public Works Committee:
 - a. Lisa Gundlach (April 21, 2020–April 17, 2023)
 - b. Bill Podell (April 21, 2020–April 19, 2021)
 - b. Tim Turino (April 21, 2020–April 17, 2023)

14. To the Senior Citizens Committee:
 - a. Gwen Feit (April 21, 2020–April 19, 2021)
 - b. Peggy McDonald (April 21, 2020– April 17, 2023)

15. To the Sustainability Committee:
 - a. Sue Vogt (April 21, 2020– April 17, 2023)

16. To the Tourism Commission:
 - a. Andrew Kitslaar (April 21, 2020–April 19, 2021)
 - b. Andrew Piec (April 21, 2020–April 19, 2021)
 - c. Jordan Steward (April 21, 2020–April 19, 2021)
 - d. Mike Strigel (April 21, 2020–April 19, 2021)

17. To the Transit Commission:
 - a. Andrew Petro (April 21, 2020–April 18, 2022)

18. To the Zoning Board of Appeals:
 - a. Brad Schweiger (April 21, 2020– April 17, 2023)

ADJOURNMENT

A motion by Alder Grupe, seconded by Alder Kuhr to adjourn, was carried. (5:39 p.m.)

Leah Kimmell
Administrative Services Director

**Resolution No. 20-4-2403
Monona Common Council**

**APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE WISCONSIN
HISTORICAL SOCIETY AND THE CITY OF MONONA FOR THE COMPLETION OF
A HISTORIC PRESERVATION PROJECT**

WHEREAS, the City of Monona applied for and received a \$25,000 Historic Preservation Fund Subgrant from the Wisconsin Historical Society; and,

WHEREAS, using these grant funds, the City will work with the State Historic Preservation Office to complete a project to pursue the nominations of up to 15 Monona properties to the National Register of Historic Places.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Monona, Dane County, Wisconsin, hereby approves the attached Memorandum of Agreement between the City of Monona and the State Historic Preservation Office, Wisconsin Historical Society, by and through the State Historic Preservation Officer, to undertake a historic preservation project to be assisted with a grant-in-aid of up to \$25,000 to support the National Register of Historic Places program in Wisconsin.

Adopted this _____ day of _____, 2020.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Mary K. O'Connor
Mayor

ATTEST:

Joan Andrusz
City Clerk

Requested By: City Planner Douglas Plowman
Approval Recommended By: Landmarks Commission

Council Action:

Date Introduced: 3-16-20

Date Approved: _____

Date Disapproved: _____



5211 SCHLUTER ROAD

MONONA, WI 53716-2598
CITY HALL (608) 222-2525
FAX (608) 222-9225
<http://www.mymonona.com>

April 15, 2020

To: Mayor O'Connor and City Council

From: Douglas Plowman, City Planner

RE: Memorandum of Agreement between the Wisconsin State Historical Society and the City of Monona for completion of a historic preservation project (Project No. WI-20-10015)

Background:

In November 2019, at the direction of the City of Monona Landmarks Commission, I applied for a Historic Preservation Fund Subgrant from the Wisconsin Historical Society on behalf of the City. The City of Monona became a Certified Local Government in 2018, and the opportunity to pursue these grants is a result of this effort. The City applied for, and was granted the full amount of \$25,000, with no City match required.

The goal of the project is to build upon the Intensive Survey that was completed by Mead and Hunt in the summer of 2019 ([link](#)). This Survey identified 15 individually eligible properties for potential nomination to the National Register of Historic Places (National Register). The City does not currently have any properties on the National Register, and this is the logical next step following the Survey. The potential properties include residential, educational, commercial and religious uses.

The Landmarks Commission would evaluate interest in the program on a competitive basis, as funding may not cover applications for all properties. This would be finalized once a consultant has been chosen, and once we fully understand which property owners are interested in the program. When presenting the Survey results last year multiple properties (both residential and commercial) expressed an interest in being nominated. The Intensive Survey also mentioned a potential Historic District, although this is not part of the scope of this work, and would only be considered in a potential next phase.

This project would allow for greater interaction with the City's historic properties, and should ensure Monona representation on the National Register.

POLICE DEPARTMENT
5211 Schluter Road
222-0463

COMMUNITY CENTER
1011 Nichols Road
222-4167

MONONA SENIOR CENTER
1011 Nichols Road
222-3415

FIRE DEPARTMENT
5211 Schluter Road
222-2528

MEMORANDUM OF AGREEMENT between THE WISCONSIN HISTORICAL SOCIETY by and through THE STATE HISTORIC PRESERVATION OFFICER and **the City of Monona for the completion of a historic preservation project identified as Project No. WI-20-10015.**

THIS AGREEMENT between the State Historic Preservation Office, Wisconsin Historical Society, by and through the State Historic Preservation Officer, hereinafter called the SOCIETY, and the City of Monona, hereinafter called the SUBGRANTEE, will undertake a historic preservation project to be assisted with a grant-in-aid of up to \$25,000 to support the National Register of Historic Places program in Wisconsin. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SOCIETY and the SUBGRANTEE agree as follows:

1. Attachments

The SUBGRANTEE shall carry out the project as specified in this document and attachment which is incorporated into and made part of this memorandum of agreement as:
Attachment A-the project "Work Program"

2. Amendments (Administration Manual, section 11)

With the exception of Progress Reports, any change to the approved work program (scope of work), products, product/activity due date(s), or budget must be submitted in writing to the SOCIETY at least 30 days prior to effecting and in accordance with the requirements in the "Administration Manual, Section 11."

Other than Progress Reports, deadlines are mandatory and extensions will only be given in unforeseen and extraordinary circumstances. Examples are death or resignation of key participant or major natural disaster; a computer "crash," however, is not an extraordinary circumstance. The SUBGRANTEE must notify the SOCIETY immediately when the extraordinary event occurs.

3. **Period of Performance**

All work carried out as part of this grant-assisted project shall be conducted between the date of the SUBGRANTEE's state purchase order and the **project completion date, August 15, 2021**. It is not possible to extend the period of performance for this project. However, should interim project due date(s) need extension, see item 2. "Amendments."

Drafts of any publications prepared as part of this project shall be submitted by the dates specified in the "Work Program," for review and approval by the SOCIETY.

The SUBGRANTEE agrees to submit all the materials described in the "Work Program" to the SOCIETY on or before the deadlines given for the submission of specified products: failure to meet a deadline may be cause to terminate this agreement. Any Work Program activities completed **after September 30, 2021** cannot be considered an allowable cost.

The SOCIETY agrees to review all materials within 30 days of their receipt, returning any incomplete or inadequate materials to the SUBGRANTEE for revision or completion. The SOCIETY must approve that all project materials conform to the applicable Secretary of Interior's "Standards" prior to final reimbursement.

The SUBGRANTEE **shall submit by September 30, 2021, the final reimbursement request, Project Completion Report, and any materials or reports that required revision after SOCIETY review.**

4. **Professional Supervision** (Administration Manual, section 4)

The SUBGRANTEE agrees to provide and maintain a principal investigator whose professional qualifications have received prior approval of the SOCIETY, to ensure that the work conforms to the work program, and to provide the necessary standard of professional conduct required for this project under the federal program regulations.

The SOCIETY staff will maintain contact with the principal investigator and will provide necessary and reasonable amounts of training, advice or technical assistance for the successful completion of project work.

5. **Contracts** (Administration Manual, sections 5 and 6)

The Subgrantee agrees to:

- a. not contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension;
- b. comply with Federal competitive procurement requirements (Administration Manual, section 5) for professional services, any sub-contracts and submit evidence of such prior to reimbursement; and
- c. submit any contracts drafted for the performance of work activities to the SOCIETY for comment and approval prior to execution.

6. **Allowable Costs** (Administration Manual, section 8)

All Project Costs are subject to the applicable principles described in Office of Management and Budget (OMB) Circulars. See our Administration Manual, Section 3-01 for the specific circulars that apply to various types of applicants/subgrantees. This section also gives the Website address for these circulars.

If the SUBGRANTEE **receives \$300,000** or more annually in **total federal funds**, it agrees to comply with the provisions of OMB Circular A-133, Single Audit Act of 1984, and to submit to the SOCIETY a copy of the audit report within 30 days of publication.

Further all project related spending must:

- a. meet federal requirements for the program;
- b. conform to the approved project budget and occur within the period of performance;
- c. be necessary and reasonable for the completion of project work; and
- d. be disassociated with "lobbying," in accordance with 18 U.S.C. 1913.

7. **Progress and Completion Reports** (Administration Manual, section 9)

The SUBGRANTEE shall submit a Progress Report by the **15th day of October 2020; January 2021; and April 2021** or until project completion is reported in the format provided by the SOCIETY. The Society may grant extensions to written or verbal requests, if justification is determined to be satisfactory.

The SUBGRANTEE shall notify the SOCIETY immediately if any situation should arise that will adversely affect the timely or successful completion of this project.

The project completion report titled "Final Project Report" shall conform to the SOCIETY requirements and be submitted by **September 30, 2021**.

8. **Reimbursement Requirements** (Administration Manual, section 10)

Reimbursement to the SUBGRANTEE shall be subject to receipt of funds from the National Park Service, provided reimbursement amounts are:

contained on an acceptable reimbursement request form;

supported by evidence of compliance with Federal competitive procurement requirements;

supported by copies of expense plus payment records; and

supported by evidence that all project work activities specified for the period have been completed.

9. The SOCIETY agrees to reimburse the SUBGRANTEE **100% of allowable** project costs within 60 days of the SOCIETY's receipt of an acceptable reimbursement request on the following schedule:
 - a. Up to 75% of the federal award may be paid prior to project completion. The SUBGRANTEE may submit a Reimbursement Request by September 15, 2021 for all expenses incurred through August 31, 2021.
 - b. The remaining 25% of the federal award will be paid to the SUBGRANTEE after receipt of the final Reimbursement Request and Project Completion Report (see 8, above), or after all completion materials and auditable records are approved as meeting the applicable Secretary of the Interior's "Standards", which ever is later. The final reimbursement request shall be submitted by September 30, 2021 or earlier.

The SUBGRANTEE agrees to maintain all subcontractor or professional services procurement histories financial and records pertaining to the full life-cycle of the subgrant for a period of not less than five years after completion of the project. The State Legislative Audit Bureau, the SOCIETY, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to subgrant records for audit purposes.

10. **Acknowledgment of Federal Assistance** (Administration Manual, section 7)

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, and pertinent presentations that the SUBGRANTEE participates in or initiates in the required format.

11. **General Provisions**

- a. **Copyrights.** Since federal funds are involved in this project, no copyright is available to any participants in the project. All material remains in the public domain and cannot be copyrighted.
- b. **Compliance with federal and state laws.** The SUBGRANTEE agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The SUBGRANTEE further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the applicable Secretary of the Interior's standards.
- c. **Title VI Compliance.** The SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 that states that no person on the grounds of race, color, marital status, religious creed or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

- d. Civil Rights Assurance of Compliance. The SUBGRANTEE agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Subgrantee receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.
- e. Program Income. During the period of this grant (March 1, 2020 through September 30, 2021), any income earned by a SUBGRANTEE from activities of which part or all of the cost is a direct cost shall reduce the subgrant award.
- f. Liability. The SUBGRANTEE shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the SUBGRANTEE in executing work under this agreement.
- g. Force Majeure. Neither party shall be considered in default because of any delay in performing its obligations under this Agreement due to any reason beyond its reasonable control; including but not limited to, any act of any God, flood, fire, explosion, earthquake, casualty, accident, war, revolution, civil commotion, blockade or embargo, labor dispute, supply interruption, injunction, law, proclamation, order, regulation or governmental demand, or business interruption related to COVID-19; (each, a "Force Majeure Event"); provided, the non-performing party shall use reasonable efforts to prevent and limit the effects of any Force Majeure Events, notify the other party of the existence of such Force Majeure Event, and use commercially reasonable efforts to perform notwithstanding such Force Majeure Event. In such event, any deadline for performance of any obligation under this Agreement shall be extended for the duration of the Force Majeure Event.

This AGREEMENT may be terminated before the project completion date upon thirty (30) days written notice from either the State Historic Preservation Officer or the SUBGRANTEE. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the SUBGRANTEE, the SOCIETY will reimburse the SUBGRANTEE for up to **a maximum of 100% of the eligible** costs incurred up to the termination date. Should this agreement be terminated by the SUBGRANTEE, the SOCIETY, at the discretion of the State Historic Preservation Officer, may reimburse the SUBGRANTEE for a maximum of 50% of the eligible costs incurred to the termination date or may require the SUBGRANTEE to return any or all federal funds transferred to the SUBGRANTEE by the termination date, depending upon the circumstances of the termination.

This AGREEMENT becomes effective upon signature by the parties below and upon receipt by the SUBGRANTEE of a purchase order for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer.

By

Daina Penkiunas
Deputy State Historic Preservation Officer

Date

By

Mary O'Connor-City of Monona

Date

MONONA WORK PROGRAM
MEMORANDUM OF AGREEMENT
Project No. WI-20-10015
Attachment A: Work Program (As of 3/3/2020)

The State Historic Preservation Office (SHPO), Wisconsin Historical Society, and the City of Monona, hereinafter called the subgrantee, agree to the following work activities and project conditions for the completion of 15 individual National Register of Historic Places nominations and related activities. All components of the nomination must be submitted by August 15, 2021.

1. The consultant shall conform to and follow all requirements and guidelines detailed in the manual found on the Wisconsin Historical Society website. The "Supplementary Manual for Completing State Register and National Register of Historic Place Form in Wisconsin" is located at www.wisconsinhistory.org and search for "supplementary manual."
2. National Register Nominations. The National Register of Historic Places nominations will be prepared according to the guidelines promulgated by the National Register and in the format specified by the SHPO. The SHPO will have final approval of the scope and boundaries of the nominations prior to commencement of work. The completed nomination is due at the SHPO by August 15, 2021.

The following items must be submitted for each nomination by the project completion date. Each is more fully described in the supplementary manual.

- a. One electronic copy and one paper copy of the National Register of Historic Places Inventory-Nomination Form (10-900). The form may be found on the Wisconsin Historical Society website at www.wisconsinhistory.org and search for "supplementary manual."
- b. One electronic copy and one paper copy of a 200-300 word summary of the importance of the property.
- c. The full text of the nomination and of the summary statement on compact disk.
- d. Two commercially printed sets of digitally produced images and associated disk. Digital (TIFF) images must be produced with a digital SLR camera and the disk and prints must comply with the guidelines set forth by the National Park Service in the National Register Photographic Imaging Policy: <http://www.nps.gov/history/nr/publications/bulletins/photopolicy/index.htm> Prints must be at least 4" x 6". Photos should be labeled on back with a pencil.

MONONA WORK PROGRAM
MEMORANDUM OF AGREEMENT
Project No. WI-20-10015
Attachment A: Work Program Page 2

- e. A PowerPoint presentation that fully documents the significance and appearance of the property for the Review Board meeting. The PowerPoint presentation must be compressed to create a file of manageable size. The presentation must be submitted on a CD together with the individual original uncompressed image files. Image files must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on the longest side. This should result in a file size of around 7MB. The individual image files must be labeled with the AHI number and descriptive detail.
- f. Original USGS quadrangle maps as needed to identify the nominated property. The maps must be labeled in pencil as specified by the National Register and the SHPO and must include construction lines for the calculation of UTM coordinates.
- g. District maps, site plans, and/or floor plans, as needed.
- h. It is the responsibility of the consultant to provide a complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting. Historic district nominations require three full sets of mailing labels submitted on Avery 5160, Avery 5161, or similar label format.
- i. One completed nomination submission checklist.
- j. An update to the Wisconsin Historic Preservation Database (WHPD) as directed in the subgrants manual. New or updated records are required for all resources in the district whether contributing or non-contributing. For information regarding the proper creation of inventory records go to www.wisconsinhistory.org and search for "survey manual." Click on "When do I need to prepare a new record" in the survey manual (p. 3). The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month in order to enter the nomination findings for the Monona project only. The consultant must contact the SHPO in order to set up this special one month access.
- k. The consultant will be responsible for the presentation of the nominations to the State Historic Preservation Review Board. Any corrections or additional information required by the State Review Board or the National Park Service shall be provided by the consultant. Any costs associated with these corrections are part of this project budget.

MONONA WORK PROGRAM
MEMORANDUM OF AGREEMENT
Project No. WI-20-10015
Attachment A: Work Program Page 3

3. Acknowledgment of Federal Assistance. An acknowledgment of federal funding must be made in any publication or slide or video production resulting from this project (See Section 7 of the "Subgrants Manual.") The standard acknowledgment that must be used is stated in the manual. Press releases, speeches, and other dissemination of information by a subgrantee regarding grant-assisted projects must also acknowledge the support of the National Park Service and the Wisconsin Historical Society. Future publications, materials, or projects that result from this grant-assisted project must acknowledge the federal support.

**Resolution No. 20-5-2405
Monona Common Council**

**A RESOLUTION PROVIDING FOR THE SALE OF \$2,900,000
WATER SYSTEM AND SEWER SYSTEM REVENUE BONDS, SERIES 2020B**

WHEREAS, the City of Monona, Dane County, Wisconsin (the "City"), is presently in need of approximately \$2,900,000 for the public purposes of financing additions, improvements and extensions to the City's Water System and Sewer System (collectively, the "System") and refunding obligations of the City issued to finance improvements to the System, specifically, the Water System and Sewer System Revenue Bond Anticipation Notes, Series 2017C, dated March 8, 2017; and

WHEREAS, it is desirable to borrow the funds needed for such purposes through the issuance of water system and sewer system revenue bonds pursuant to Section 66.0621, Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City shall issue Water System and Sewer System Revenue Bonds, Series 2020B ("Bonds") in the amount of approximately \$2,900,000 for the purposes described above.
2. The sale of the Bonds shall be negotiated with Huntington Securities, Inc. dba Huntington Capital Markets ("HSI"), and the terms of the Bonds, including the dating, interest rates, maturity schedule and other details with respect to the Bonds, shall be subject to approval by subsequent resolution of the Common Council.
3. The City Clerk shall cause an Official Statement concerning the Bonds to be prepared by HSI. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Adopted this _____ day of _____, 2020.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Mary K. O'Connor
Mayor

ATTEST:

Joan Andrusz
City Clerk

City of Monona
POLICY AND FISCAL NOTE

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. <u>20-5-2405</u>
		Ordinance Amendment No. _____

Title: 2020 Revenue Bond

Policy Analysis Statement:

Brief Description Of Proposal:

The 2020 Revenue Ban Borrowing is a combination of the 2020 Capital Budget and Refinancing of the 2017 Revenue Ban.

The breakdown of the 2020 borrowing is as follows:

Water \$ 404,000 per 2020 Capital Budget (less funding for meters, McKenna Road and unspent proceeds)
 Sewer 856,000 per 2020 Capital Budget (adjusted for unspent proceeds and saving on McKenna Road)
 \$1,260,000

Refinance 2017 Revenue Ban (\$1,640,000 Ban)

\$ 965,000 Water
\$ 675,000 Sewer
 \$ \$ 1,640,000

Total \$2,900,000

Current Policy Or Practice:

Approved 2020 capital budget

Impact Of Adopting Proposal:

Pay for 2020 approved budget

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
- Creates new expenditure account
- Creates new revenue account
- Increases expenditures
- Increases revenues
- Increases/decreases fund balance _____ Fund

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					

Prepared By:

Department: Finance Department

Prepared By: Marc Houtakker

Reviewed By:

Date May 1, 2020

Date:

**Resolution No. 20-5-2404
Monona Common Council**

**APPROVAL OF PARTICIPATION IN A WISCONSIN BUREAU OF
TRANSPORTATION SAFETY GRANT TITLED: 2020 SPEED GRANT TASK FORCE**

WHEREAS, in Wisconsin during 2018, speed-related crashes were listed as a contributing factor in 13.9% of all crashes and almost 29.5% of all fatal crashes. A total of 173 people died in these crashes. Excessive speed is often associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring; these include failure to wear seat belts; and;

WHEREAS, the Common Council is committed to making the highways and city streets of Monona as safe for citizens as possible; and,

WHEREAS, the project grant titled “**2020 Speed Grant Task Force**” has been offered to the City of Monona in partnership with area Dane County police departments; and,

WHEREAS, the WI Bureau of Transportation Safety will provide the City of Monona up to \$5,000 for overtime wages in a traffic grant designed to decrease the severity of crash injuries due to speeding within the City of Monona; and,

WHEREAS, this is a cost-sharing grant; the City of Monona is responsible for matching benefit expenses estimated at \$1,200; and,

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the Monona Police Department is authorized to participate in the WIBOTS project “2020 Speed Grant Task Force” designated to reduce speeding and decrease the severity of crash injuries due to speeding within the City of Monona. By participating in this project, the City of Monona is eligible for reimbursement up to \$5,000 in grant funds and is responsible for benefit and costs estimated at \$1,250.

Adopted this _____ day of _____, 2020.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Mary K. O’Connor
Mayor

ATTEST:

Joan Andrusz
City Clerk

Requested By: Police Chief Walter J. Ostrenga

Council Action:

Date Introduced: 5-4-20
Date Approved: _____
Date Disapproved: _____

**City of Monona
POLICY AND FISCAL NOTE**

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. <u>20-5-2404</u>
		Ordinance Amendment No. _____

Title: 2020 SPEED Grant Task Force

Policy Analysis Statement:

Brief Description Of Proposal: The Wisconsin Bureau of Transportation Safety (WIBOTS) has offered a grant to the City of Monona. The grant, titled: **2020 SPEED Grant Task Force**, runs from June 1, 2020, through September 20, 2020 and is in conjunction with several area wide enforcement dates, in partnership with our grant partner communities of: Deforest, McFarland, Oregon, Stoughton, Town of Madison, and Verona.

The primary objective of the grant is to discourage and decrease speeding and dangerous driving behaviors within the City of Monona.

This is a multi-agency traffic grant working High Visibility Enforcement (HVE), which yields the benefits of public awareness and education to the problem of injuries and deaths related to speeding, OWI and failure to wear seatbelts.

Up to \$5,000 was allocated to the City of Monona. The \$5,000 in grant funds will be for overtime wages. Our cost sharing of 25% is \$1,250 and can be covered by fringe benefits and on-duty personnel assigned to traffic efforts. \$5,000 yields approximately six, 4-hour deployments each month of the grant.

Current Policy Or Practice:

The City of Monona is included in this grant due to our accident volume along with willingness to participate and past successful participation in WIBOTS traffic grants.

Impact Of Adopting Proposal:

If we are authorized to participate in the grant it will allow additional overtime funding for extra traffic enforcement. A requirement of the grant is to work the grant with multiple officers on several specific dates for preplanned campaigns such as the national "Click It or Ticket" campaign.

Fiscal Estimate:

<p>Fiscal Effect (check/circle all that apply)</p> <p><input type="checkbox"/> No fiscal effect</p> <p><input type="checkbox"/> Creates new expenditure account</p> <p><input type="checkbox"/> Creates new revenue account</p> <p><input type="checkbox"/> Increases expenditures</p> <p><input checked="" type="checkbox"/> Increases revenues through fines collected</p> <p><input checked="" type="checkbox"/> Increases/decreases fund balance <u>2020 Operational Fund</u></p>	<p>Budget Effect:</p> <p><input checked="" type="checkbox"/> Expenditure authorized in budget</p> <p><input checked="" type="checkbox"/> No change to budget required</p> <p><input type="checkbox"/> Expenditure not authorized in budget</p> <p><input type="checkbox"/> Budget amendment required</p>
	<p>Vote Required:</p> <p><input checked="" type="checkbox"/> Majority</p> <p><input type="checkbox"/> Two-Thirds</p>

Narrative/assumptions About Long Range Fiscal Effect:

This is a matching grant. Costs associated with employee's wages and benefits at 25% of the grant total are required to be paid by the participating agency. Estimated costs for the City would be approximately \$1,250.00.

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required _____				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
				Totals				

Prepared By:

<p>Department: POLICE</p> <p>Prepared By: Chief Walter J. Ostrenga</p> <p>Reviewed By:</p>	<p>Date: 05/04/20</p> <p>Date:</p>
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**Resolution No. 20-3-2398
Monona Common Council**

APPROVING FACILITY USE AGREEMENT WITH MONONA FARMERS' MARKET

WHEREAS, the Monona Farmer's Market has leased space for their market at Ahuska Park and become a well-established event in Monona; and,

WHEREAS, the Parks and Recreation Department has been working cooperatively with all local user groups of city facilities to identify and outline the roles and responsibilities of each organization in a written agreement; and,

WHEREAS, the Parks and Recreation Board and city staff have recommended entering into a 5-year facility use agreement with Monona Farmers' Market, based on their previous history in fulfilling the requirements of the agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Monona, Dane County, Wisconsin, hereby approves a 5-year Facility Use Agreement with Monona Farmers' Market at Ahuska Park as outlined on the attached agreement.

Adopted this _____ day of _____, 2020.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Mary K. O'Connor
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Parks & Recreation Board – 11/12/19

Council Action:

Date Introduced: 5-4-20

Date Approved: _____

Date Disapproved: _____

CITY OF MONONA
FACILITY USE AGREEMENT

THIS AGREEMENT is entered into effective as of the last date of signature by and between the City of Monona, a Wisconsin municipal corporation (hereinafter the “CITY”) and the entity identified below (hereinafter the “LICENSEE”).

LICENSEE: MONONA FARMERS MARKET Aaron Dalbec, REPRESENTATIVE
ADDRESS: 1011 Birch Haven Cir~~5714 Tonyawatha Trail~~
CITY/STATE/ZIP CODE: MONONA, WI 53716

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **SCOPE OF USE.** The CITY hereby grants the LICENSEE the right to use the following facilities during the periods identified:

FACILITY: Ahuska Park East Parking Lot
Ahuska Park Shelter
Ahuska Park Storage Room
Monona Community Center

PERMITTED USE:

- Monona Farmer’s Market will have access to conduct a seasonal Farmer’s Market at Ahuska Park utilizing the East Parking Lot (3 rows) during permitted events. 7:00 am – 1:00 pm on Sundays April – October of each year
- Market will have access to electrical outlets in the parking lot for use of the market
- Market will be able to have board meetings at the Monona Community Center at times and dates as authorized by the Parks & Recreation Director
- Only vehicles authorized by the Parks & Recreation Director will be allowed to drive on the grass for any purpose.
- Amplified Sound from performances and announcements are allowed as part of this agreement, subject to restriction, limitation and/or elimination by order of the Monona Police Department or Parks & Recreation Director if disturbing to nearby properties or individuals.

DAYS & TIME USE IS AUTHORIZED (hereinafter the “AUTHORIZED PERIODS”):

- Licensee will have full nonexclusive use of the park shelter and full exclusive use of the East Parking Lot (3 rows) during permitted events, 7:00 am – 1:00 pm on Sundays April – October of each year

STORAGE:

- All equipment used by Licensee can be stored in park shelter storage room in a manner determined by the Parks & Recreation Director. This room shall be kept neat and orderly and ~~accomodate~~accommodate other user groups including Monona Parks & Recreation. Licensee shall be responsible for securing all of the equipment so stored. Under no circumstances, shall the City be liable for the loss or damage of any such items.
- 2 sets of keys that will consist of a shelter storage key will be issued at the beginning of the season and all sets must be returned to the Parks & Recreation Director by November 15th. The keys shall not be copied unless authorized by the Parks & Recreation Director. Any keys lost or not so returned shall result in a \$100 charge.
- No other storage units on park grounds will be allowed

Signage

- No sign shall be posted on the property at any time without prior approval from the Parks & Recreation Director and conforming to local sign code ordinances

Vendors

- All vendors must adhere to local, county, state laws including acquiring appropriate permits as required by regulating agencies

Miscellaneous

- Licensee is responsible for the administration and on-site supervision of their program including actions of their staff as well as the equipment and supplies that are the property of the licensee.
- The City will provide seven (7) picnic tables in a central area for use during the market. Licensee will be responsible for moving them back to original location after each event
- Licensee shall maintain the parking lot, common areas, and shelter in a trash free condition.
- Licensee shall provide maintenance requests as reasonable requested by the Parks & Recreation Director for any issues that need to be addressed at the facility.
- City of Monona shall notify Licensee of staff or committee recommendation of any sanctioned group fee increases for the next budget year and inform Licensee of dates of meetings of Parks & Recreation Board and City Council at least 30 days in advance of any recommendations or decisions made by those boards.
- Any request that is not covered in this agreement shall be given to the Parks & Recreation Director at least 24 hours in advance of when request is needed.
- Violations of this agreement will result in written and verbal warnings to the Licensee and may result in a security deposit for additional agreements to deduct from for additional cleaning and damage to the facility. Consequences of breach of this agreement may include reduction in use of the facility, or termination of this Agreement.
- Licensee will list City of Monona and include logo as a Sponsor of the Monona Farmer’s Market in all areas of marketing that list sponsors of the Monona Farmer’s Market
- Licensee will list City of Monona as additional insured on its liability insurance policy and provide documentation-a certificate of insurance to the Parks & Recreation Director no later than March 1st of each calendar year
- Licensee will provide an annual report to the Parks & Recreation Board by October of each year

2. CONSIDERATION. In consideration of the above identified use of the FACILITY, LICENSEE shall pay to the CITY the sum of \$ 1.00 AT THE BEGINNING OF THE AGREEMENT TERM. All delinquent amounts shall accrue interest at the rate of 18% per year.

3. TERM/TERMINATION. The term of this AGREEMENT shall commence on APRIL 1, 2020 and terminate on November 1, 2024. The CITY may, for any reason or no reason at all, terminate this AGREEMENT upon thirty days notice.

4. PROPERTY CONDITION. The CITY makes no representations or warranties as to the condition of the FACILITY or its adequacy for LICENSEE’S intended use. LICENSEE agrees to take the FACILITY as is and acknowledges that it shall be LICENSEE’S responsibility and obligation to assure that the FACILITY is in safe condition to be used for the purpose anticipated. LICENSEE acknowledges that it shall be obligated to regularly inspect the FACILITY and to promptly take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons.

5. CITY ACCESS. The CITY reserves the right to enter the FACILITY at any time during the AUTHORIZED PERIODS for any reasonable purpose. In the event the CITY enters the FACILITY during AUTHORIZED PERIODS in a manner which interferes with LICENSEE’S use, LICENSEE’S sole remedy shall be refund of the CONSIDERATION paid for the periods of interference or termination of this AGREEMENT.

6. LICENSEE RESPONSIBILITIES.

A. LICENSEE shall remove all its property and equipment from the FACILITY outside of the AUTHORIZED PERIODS. LICENSEE is solely responsible for ensuring the property and equipment used is safe and properly maintained. LICENSEE shall have sole responsibility for the protection of LICENSEE'S property and agrees that the CITY shall have no liability for injury to persons during LICENSEE'S activities or damage to, or theft of, property located therein.

B. LICENSEE shall provide, at its sole expense, an adult on-site manager during the AUTHORIZED PERIODS, who shall be responsible for supervision of all individuals participating in the activities conducted pursuant to this AGREEMENT.

C. LICENSEE shall comply with, and ensure all of its participants comply with, all rules and regulations which shall be instituted by the CITY from time to time.

D. LICENSEE shall repair all damage to the FACILITY caused by its employees, agents and participants, keep the FACILITY clean and orderly at all times, and not conduct any activity which would reasonably disturb others using the FACILITY.

7. INDEMNITY. To the fullest extent allowable by law, the LICENSEE hereby indemnifies and shall defend and hold harmless the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the LICENSEE or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this AGREEMENT regardless if liability without fault is sought to be imposed on the CITY. The LICENSEE'S aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the CITY, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this AGREEMENT.

In any and all claims against the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the LICENSEE, any sub-LICENSEE, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LICENSEE or any sub-LICENSEE under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this AGREEMENT or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any contract. This clause is to be read in conjunction with all other indemnity provisions contained in this AGREEMENT. Any conflict or ambiguity arising between any indemnity provisions in this AGREEMENT shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The LICENSEE shall reimburse the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The LICENSEE'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

8. INSURANCE. LICENSEE shall, at its sole expense, maintain in effect at all times during the term of this AGREEMENT insurance coverage acceptable to the CITY and, upon request, provide a copy of the insurance policy to the CITY.

9. MISCELLANEOUS PROVISIONS.

A. ENTIRE AGREEMENT: This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND: This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the ADVERTISOR may not assign any rights or obligations under this AGREEMENT without the prior written consent of the CITY.

C. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

D. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid.

E. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** effective as of the last date of signature below.

CITY OF MONONA

By: _____
~~Robb B. Kahl~~ Mary O'Connor, Mayor

Attest: _____
Joan Andrusz, City Clerk

Date

Date

LICENSEE

By: _____

(Name & Title)

Date

MINUTES
MONONA PARK AND RECREATION BOARD
City Hall Conference Room
Tuesday, November 12, 2019

The regular meeting of the Park and Recreation Board for the City of Monona was called to order by Chair Andrew Kitslaar at 6:30 pm.

Roll Call

Present: Chair Andrew Kitslaar, Co-Chair Doug Wood, Thom Evans, Tony Gomez-Phillips, Rachel Groman, Jeff Hinz, Pat Howell, Jennifer Kahl, Kelly Slack, Parks & Recreation Director Jake Anderson

Absent:

Approval of the Minutes

Jeff Hinz made a motion, seconded by Doug Wood to approve the minutes from September 10th. Motion carried.

Appearances

A. None

Unfinished Business

A. None

New Business

A. Facility Use Agreement – Monona Farmer’s Market

Director Anderson presented a staff proposed Facility Use Agreement with Monona Farmer’s Market for 2020-2024 and asked for any feedback or changes before presenting to the Farmer’s Market for signatures and final approval from City Council. Anderson included in the packet, a document from the National Recreation & Park Association (NRPA) on the role of Farmer’s Markets in communities and statistics on markets for comparison. The committee consensus was very supportive of the role that Monona Farmer’s Market has on the community and is eager to continue its long standing partnership for the use of Ahuska Park for the Farmer’s Market which runs April – October each year.

Thom Evans made a motion, seconded by Kelly Slack to recommend approval of the staff proposed Facility Use Agreement with the Monona Farmer’s Market. Motion Carried.

B. 2019-2023 Parks & Open Space Plan

Director Anderson referenced the previous 2014-2018 Parks & Open Space Plan and highlighted the Goals & Objectives and the timeframe for completion of the plan. He noted a public survey would be going out in the next week, and those results will be shared with the Board at the January meeting. The board discussed some potential revisions to the existing goals to include the following possibilities:

- Incorporating tourism and visitors to our parks and events
- Resilient Design of our public spaces in the face of climate change and how the relationship between storm water management, flooding, and parks affects our local climate and use of the parks
- Educational compents in the park system recognizing our diverse plant/wilflife habitant, and cultural history
- Empasis on existing maintence of our parks and how to effecitvely maintain to a high standard the new facilities and improvements that have been made in our park system over the past 5 years.
- Completing an ADA Transition Plan for the parks system
- Define the larger vision for the parks system and the role parks play in the community

The board discussed these goals/objectives in the importance of how we plan and what our core values are. Anderson indicated he would provide additional examples for review of the board. No action was taken at this meeting other than having the plan approved by end of April 2020.

Director’s Report & Questions to Staff from Committee

A. Jake Anderson – Parks & Recreation Director

Anderson provided updates to the Grand Crossing Park project, Below Deck Concession Stand project, the Winnequah North Lagoon Dredging project, and an updated on storm water permit options as it relates to Stone Bridge and Maywood Park planning. He also noted that department received enough donations/funds to purchase the Garly Clark Memorial Deck at Winnequah Park, and congratulated the board on their role in Wyldhaven Park being awarded a Park Design Award of Excellence at the 2019 WPR (Wisconsin Parks & Recreation Association) Annual Conference.

Adjournment

A motion to adjourn by Pat Howell seconded by Rachel Groman was carried at 8:06 pm.

**City of Monona
COVID-19 City Staffing Plan
April 28, 2020**



- I. **PURPOSE:** The purpose of this interim plan (the “Plan”) is to provide a wage and benefits structure for all City employees during the City’s Declared State of Emergency related to COVID-19 pandemic. The objectives of this Plan are: 1) to provide reasonable accommodations to all City employees regardless of their ability to physically or remotely continue their work duties during Wisconsin Emergency Order #28 (Safer at Home Order); and 2) maintain employee morale by ensuring they continue to receive paychecks and full benefits during an uncertain time.

- II. **PLAN:** The City of Monona shall provide standard wage and benefits to all existing City employees, regardless of Full-time or Part-time status until **Tuesday, June 2, 2020**. This Plan also defines “Essential Employees” related to COVID-19 response and City operations, and telecommuting allowances for certain employees.
 - A. **Eligible employees:** the following employee classifications are covered under this Plan for purposes of wage and benefits payment:
 1. All Currently Employed Full-Time Employees
 2. All Currently Employed Part-Time Employees
 3. All Currently Employed and Scheduled Seasonal Employees

 - B. **Essential and Non-Essential Employee Designations:**
 1. **Essential Employees:** The following employees are designated as an “Essential Employee” as it relates to the City’s COVID-19 response, and shall continue to report to their designated duty stations until otherwise directed by the City Administrator and/or their Supervisor:
 - a. Police, Dispatch, and Fire/EMS Personnel
 - b. **Public Works Employees:**
 - Public Works Director
 - Operations Supervisor
 - Utility Foreman
 - Mechanic
 - Building Maintenance Lead
 - Public Works Crew Members on weekly rotating schedule as determined by the Public Works Director
 - c. **City Hall Staff:**
 - City Clerk and Deputy City Clerk (Accounts Payable)
 - Administrative Services Director (Personnel, Payroll, Office Management)
 - Finance Director (Finance/Utility Billing)
 - City Administrator (Emergency Management/Council Liaison)
 - d. Contracted Information Technology (IT) Staff, as needed
 - e. Parks Staff necessary for collection of trash in City facilities, parks lawn and facilities maintenance, and for emergencies
 - f. Library Staff necessary for curbside library materials pick up as allowed under Emergency Order #28

 2. **Non-Essential Employees:** All other employees not listed in Section II.B.1 above are deemed “non-essential” based on Emergency Order #28 and shall not report to their duty-stations until otherwise directed by their supervisor or Department Head Director. Such employees are expected to remain in frequent contact with their Supervisor for work assignment updates.

3. Telecommuting: All Non-Essential Employees who have the applicable job responsibilities and technical capabilities shall continue to work remotely (“telecommute”), until otherwise directed by their Supervisors. Such employees are expected to respond to citizen inquiries (related to their normal job responsibilities) via email and telephone in a timely manner. Employees are expected to remain in frequent contact with their Supervisor for work assignment updates. Essential Employees listed in Section II.B.1 above may have the option to conduct their work remotely as approved by their Supervisor and/ Department Head Director.

C. Pay Calculation.

1. Full-time and permanent part-time employees will be paid their regular salary, including any overtime and differential payments if earned, and all benefits.
2. Hourly part-time employees will be paid for the hours they would normally be scheduled to work during this period. If those hours would vary, hours will be calculated using an average of their hours worked over the last six months.
3. Seasonal employees will be paid for the hours they would be scheduled to work during this time.

III. DURATION:

- A. This Plan shall remain in effect until June 5, 2020 or until otherwise modified or updated by the City Administrator and/or the Monona Common Council.

Major Projects / Issues

- **COVID-19 Response:** City staff continues to working diligently to respond to the various orders related to COVID-19. Only Essential Employees are currently reporting to their respective facilities, and those non-essential employees that can work remotely are doing so. City Hall will remain closed to walk-up public traffic until after the Safer At Home Order is lifted.
- **2020 Census Response:** The City of Monona is doing well related to our citizens' self-completion of the 2020 Census forms. We are currently at 72.5% response rate, which is comparable with our adjacent communities, and higher than the state average. The deadline for Census response has been extended to August 14th.
- **Fire Chief Recruitment Process:** Staff is working with the Police and Fire Commission (PFC) on the recruitment and hiring of a new Fire Chief to replace Chief Sullivan after his retirement in March. The PFC completed second round interviews finalist candidates on April 20th.
- **Yahara Commons Phase 2:** The Plan Commission and CDA are reviewing concept plans for the final phase of the Yahara Commons project. The final building would include up to 140 residential units. Additional information to follow in the coming weeks.

Meetings / Training Attended – April 2020

- The only meetings and trainings attend in April related to COVID-19 emergency and financial response.

Upcoming Meetings / Training – May 2020 (Tentative)

- All non-essential meetings are considered TBD due to COVID-19.

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Planning, Zoning, Economic Development

MONTH OF: April 2020

Accomplishments:

- **Plan Commission:** There were two Plan Commission meetings held in April, each with one Zoning Permit application heard. The Country Inn & Suites Hotel at 400 River Place received approvals for a new porte cochere and exterior renovations. Updates and renovations included new windows, siding, parking lot resurfacing and new LED lighting. A Zoning Permit was also issued following a period of vacancy for a window tinting and detailing shop at 2401 Industrial Drive. This is the first business of this type in Monona, and determined an appropriate use for the space by the Plan Commission. Additionally, there was a pre-hearing conference for a potential new business on Monona Drive that is considering converting an existing non-conforming residence into a conforming retail-business establishment.

The final phase of the Riverfront project will be considered at the May 11th Plan Commission meeting. Plans are for a 145-unit apartment building, with units ranging from studio to three bedrooms. Last design edits are being made, before documents are formally submitted. Staff are working with City Department Heads to complete a comprehensive staff review.

- **Landmarks Commission:** There was no Landmarks Commission meeting held in April due to the *Safer at Home* order. The Certified Local Government grant Memorandum of Agreement (MOA) was considered at the April 20th City Council meeting, and final language is currently being evaluated by the State Historical Society. Criteria for consultants has been shared with Staff, and this process will begin in conjunction with the Commission once the MOA has been signed.
- **Community Development Authority:** (1) **Riverfront:** The CDA is awaiting Plan Commission review of the Phased Implementation Plan. (2) **Renew Monona:** One Renew Monona application will be considered at the April 28th CDA meeting. There are at least two more applications finalizing their documentation for review at either the May or June meeting.
- **Zoning Board of Appeals:** The rescheduled April ZBA meeting will have two items on the agenda for consideration. These were scheduled to be heard in March, but the meeting was pushed back. Applications will be heard for residential properties on Birch Haven Circle and Tonyawatha Trail.
- **Planning Department:** City Planner Plowman and Planning and Sustainability Intern Guerrero have been investigating potential Ordinance revisions and comparing these sections with other municipalities. The updated Policy and Procedures manual is almost ready for presentation to the Plan Commission. After feedback from the Commission it will be uploaded to the City website and used as reference document for the Planning Department. Planner Plowman has assisted with sign enforcement, while recognizing the unique challenges the COVID-19 situation has placed on businesses.

Routine Tasks

- All tasks related to Riverfront Project; Regular minutes and agendas for committee meetings (Plan, Landmarks, ZBA); Reviewing recently completed projects for occupancy permits and zoning code compliance; Responding to citizen enquiries regarding the zoning code, signage and potential development projects.

Upcoming Objectives / Events / Other:

- Joined the Dane County Housing Initiative Steering Committee for their April meeting
- Attended a *Strong Towns* webinar on “The Economics of Development”

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: City Clerk

MONTH OF: April 2020

Accomplishments:

Completed the minutes of the April 20 Finance & Personnel Committee and City Council meetings.

Completed 19 years with the City of Monona.

Published and posted the Board of Review public notice.

Provided staff public notice requirement changes.

Took in alcohol license renewal materials and payments.

Election duties: Deputy Clerk Houser assisted in the following for the April 7 Presidential Preference Primary/Spring Election: Did interviews with Channels 27 and 15 regarding COVID19 planning; trained staff who filled in as Election Inspectors; attended a WEC webinar regarding COVID19 procedures; performed the public test of voting equipment; picked up cleaning and PPE supplies from the Dane County Clerk, later had to return masks we were issued in error; finalized election materials, including paper poll books, the Saturday before; set-up the polling place assisted by Kris Notstad, which included lovely sneeze guards built by Dan Edgington of Public Works; posted notice of no Provisional ballots; successfully facilitated the election on April 7 and the final tabulating on April 13; convened the Municipal Board of Canvassers to certify local results; reported results to those who requested them; delivered materials to the Dane County Clerk; provided materials for the School District Clerk; prepared Certificates of Election, Oaths of Office, and Dane County Directory materials for winning candidates; issued in-person Oaths of Office in my office; provided the Judge's Oath of Office to the Director of Wisconsin Courts; uploaded voter participation data; completed payroll reporting; recorded a voter-education PSA on what we learned was needed to be emphasized for absentee ballots; reported changes to the League of Wisconsin Municipalities; followed-up with voters regarding incomplete registrations and absentee ballot requests; began work on organizing request forms and Voter ID copies in preparation for August.

Our deepest appreciation to Election Inspectors, City Staff, their family members, and Alderperson Moore for stepping in to help us in this most challenging, chaotic, and exhausting election on record. We couldn't have done it without all of your help!

Major Projects / Issues:

- Finalize reconciliation of February and April election participation.
- Awaiting IT support response regarding potential election security upgrades.
- Train Special Voting Deputies.
- Schedule Library staff training on voter registration.
- Re-organize election materials and archive records.
- Assist with amending the Amplified Device Permit Ordinance.
- Complete final review of the Special Event application packet.

In Progress / Routine Duties:

Daily deposits; accounts payables; mail distribution; invoice coding and distribution; credit applications; issue Provisional licenses and approved Operator's and other licenses; staff meetings; enter voter registrations and absentee ballot requests into WisVote as received; file and purge voter registration forms; compile building inspection forms for Appraiser; compile documents and payments for mailing to EMS Medical Billing Associates; publish minutes, public notices, and Ordinances as required; counter-sign documents; provide Notary services for City business and staff; prepare City Council Consent Agenda; work with other staff members on licenses, accounts payables, open records requests, claims against the City, etc.

Upcoming Objectives / Events:

- Prepare to begin work on a special project, TBA.

Personnel:

- None at this time.

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Administrative Services

MONTH OF: March/April 2020

Accomplishments:

Major Projects / Issues:

- COVID-19-related policies and procedures.
- The City Hall building is currently closed to the public due to the COVID-19 pandemic. City business is still being conducted via phone and email during all regular business hours.

In Progress / Routine Duties:

All tasks related to bi-monthly payroll and time tracking, personnel files and new-hire onboarding, recruiting, worker's compensation, troubleshooting IT issues as needed and coordinating weekly IT projects with consultants, website content and maintenance.

Upcoming Objectives / Events:

The annual appreciation reception for citizen members of City committees, boards, and commissions, originally scheduled for April 30, was postponed due to the COVID-19 pandemic.

Personnel:

Fire Chief

- Second interviews were completed by the PFC on April 20.

Media Production Manager

- This position was advertised with a closing date of March 1. A total of 44 applications were received.
- Due to the COVID-19 pandemic, recruiting has now been put on hold.

Police Officer

- Recruitment began in January to fill the patrol position which will be vacant on June 1 due to the retirement of Officer Vicki Peterson.
- Final PFC interviews were conducted on April 14.
- A conditional offer has been made and the background check process is underway.

Seasonal Hiring:

- All seasonal hiring is currently on hold due to uncertainty over summer recreational programming.