



## PUBLIC SPEAKING INSTRUCTIONS

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

- 1) Call to Order/Approval of the Agenda
- 2) Pledge of Allegiance
- 3) Public Comment – Comments on matters not listed on this agenda could be placed on a future meeting agenda. If the Chair or staff has received written comments for items not on the agenda, these may be read.
- 4) Approval of minutes from March 5, 2024 and October 31 2023
- 5) Committee Reports
  - A. Plan Commission
    1. Discussion: Development Updates
  - B. Public Works
    1. Discussion and Possible Action: Whalen Road Repair Project Bid Award
    2. Discussion and Possible Action: Fitchrona Road Speed Limit Revision
    3. Discussion and Possible Action: Ordinance 2024-01 to Establish the Speed Limit on a Section of Fitchrona Road
  - C. Finance Committee
  - D. Natural and Recreational Areas Committee
  - E. EMS Commission
  - F. Senior Services Committee
- 6) Town Chair's Business
- 7) Supervisor Announcements
- 8) Staff Reports
  - A. Administrator/Planner Report
  - B. Public Works Director Report
  - C. Clerk/Treasurer Report
- 9) Unfinished Business
  - A. Discussion and Possible Action: 2024 Road Maintenance Projects

- i) Execute an agreement with Dane County for pavement striping for the approximate amount of \$5,250.00
- ii) Authorize the purchase of new regulatory and warning signs from Decker Supply Co. Inc. for the amount of \$5,500.00.
- iii) Shoulder embankment preparation of Sunset Drive
- iv) Execute a Change Order to Payne and Dolan, Inc to add Horseshoe Bend to the 2024 Maintenance contract in the amount of \$20,958

#### 10) New Business

- A. Discussion and Possible Action: Town of Verona Engagement Letter from Johnson Block CPA for the 2023 Audit
- B.

#### 11) Check Register Review

#### 12) Other

#### 13) Adjournment

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

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

Mark Geller, Town Chair, Town of Verona  
Sent to VP: 03/21/2024  
Posted 03/29/2024  
Amended 04/02/2024

**Town of Verona**  
**Town Board Meeting Minutes**  
**Tuesday, March 05, 2024 – 6:30 pm**

Town Board Members Present: Chair Mark Geller, Tom Mathies, Dave Lonsdorf, Deb Paul, Mike Duerst

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

Others Present:

1. Call to Order/Approval of the Agenda – Chair Geller called the meeting to order at 6:30 pm. Motion by Duerst to approve the agenda, second by Paul. Motion carried by voice vote.
2. Pledge of Allegiance
3. Public Comment – Carmen Armenta, 2101 Sugar River Rd, presented photos regarding 2018 flooding in area of proposed development. Stated there is flooding in the area every year. She has concerns with the final approval of HOA bylaws especially regarding fences.

Shari Combs, 7454 Valley Rd, feels the proposal doesn't follow the comprehensive plan. Streetlights will visually impact the homes in the surrounding area. She referenced the land division ordinance pg. 11 –and asked if this proposal does anything to minimize these standards. She feels that taking away agriculture land is not following the town plans.

Dusty Post, 1990 Hidden River Rd, he doesn't believe that the town can vote on this tonight because the plans proposed are not accurate and the road will need to be moved. He requests the town vote this down tonight.

Carmen Armenta, 2101 Sugar River Rd, states Dane county wetlands website the driveway entrance is too close to the stream and bridge. This came through too fast and many issues have not been addressed.

4. Approval of minutes from February 6, 2024. Motion by Duerst to approve the minutes from February 6, 2024, second by Geller. Mathies would like only motions not discussions. Lonsdorf feels that some comments are fine and not everything can be captured. Mathies nay. Motion carried by voice vote.
5. Committee Reports
  - A. Plan Commission
    1. Discussion and Possible Action: Land Use Application 2023-01 Sugar River Road Properties Concept Plan and Rezone Approval. Gaskell introduced the application and gave highlights from the Plan Commission meeting at which it was recommended for approval. She reviewed the staff report and proposed rezone plan. Ron Klass provided comment as the applicant. The comprehensive plan identifies this area for residential growth. There are fewer lots than allowed and more conserved open. There will be 35 to 40 acres of restored prairie, wooded areas and wetlands. Lonsdorf said that flooding is a concern. Klass stated that they have done preliminary studies, they used numbers

from FEMA and did an analysis. Moving forward they will provide more stormwater modeling. Paul asked if they are keeping 95% of water on site, he said it isn't that simple but they will follow all county and state guidelines, there is also an infiltration component, he feels they will have less run off that if it was a field. Geller asked if he would describe what goes into a FEMA study, he said they look to the consultant to do the review and then FEMA reviews and approves. Lonsdorf doesn't feel that the residents on that road would be comfortable with the increase in traffic. Paul stated that she was on plan commission for 18 years and stated that letters are sent to homeowners and many stated they wanted to develop their property. She understands and lives on a very busy road as well and it isn't just town traffic. Lonsdorf stated that stormwater ponds are not considered natural bodies of water, he likes the idea that they are putting in prairies, doesn't like that the trails follow the drainage lines, says that they can be dangerous. Geller asked about fencing, Gaskell stated fences will be handled in the Declaration of Covenants. Mathies has a concern with the RM-8 parcel and potential uses that could be objectionable. He would like to see something in the covenants to address conditional uses. H He supports the rezone and concept plan except for the street. Geller stated they have held over 35 meetings regarding the future land use maps. The public was invited to those meetings. The Subdivision Ordinance is a way to enact that plan. He wants the public to know that their comments have been heard and there have been changes made because of those comments. Three owners are involved and two of them have no plans at this time to develop. Motion by Geller to approve Land Use Application 2023-01 Sugar River Road Properties Concept Plan and Rezone, second by Paul. Discussion by board. Lonsdorf nay, Motion carried by voice vote.

2. Discussion and Possible Action: Land Use Application 2024-02 Riverside Vista (062/0608-303-9000-8 east of 7906 Riverside Road) Preliminary Plat. Gaskell reviewed the staff report. The Plan Commission reviewed the Preliminary Plan and recommended approval at their February meeting. Discussion by board. Adam Carrico stated that in a large rain event the stormwater facility will hold water for 72 hours but there is also a dry basin. Geller stated there have been no public comments expressing concern. Motion by Paul to approve Land Use Application 2024-02 Riverside Vista (062/0608-303-9000-8 east of 7906 Riverside Road) Preliminary Plat condition on approving the development agreement and covenants, second by Duerst. Motion carried by voice vote.

#### B. Public Works

1. Discussion and Possible Action: 2024 Road Maintenance Project Bid Award Review. Duerst presented the bid information. Motion by Duerst to approve 2024 Road Maintenance Project Bid Award to Payne and Dolan for paving and chip seal and add Horseshoe Bend to the CIP project, Mathies requested that items 2 and 3 be approved next month, second by Mathies. Discussion by board. Motion carried by voice vote.

#### C. Finance Committee – no meeting

- D. Natural and Recreational Areas – Lonsdorf stated they finished the draft NRAC plan and Keen discussed it with Gaskell. He discussed the Town natural areas plan and how to get the public involved via events.

- E. EMS Commission – no meeting
- F. Senior Services Committee – no meeting
- 6. Town Chair’s Business – Geller stated he attended WI towns meeting and received BOR training.
- 7. Supervisor Announcements – Duerst stated crushers are coming in along Hwy 69. Next week the Town is renting the boom mower and Fritz Rd will be completed. He would like board members to see the before and after conditions.
- 8. Staff Reports
  - A. Administrator/Planner Report was included in the packet. Gaskell stated that under work plan she has added that active projects will be added to the website. She will be out of the office the last week of March. The April town board meeting will be held on the 3<sup>rd</sup>.
  - B. Public Works Director Report was included in the packet. Duerst stated that the plow truck was sold for \$45,500. Boom mower will be rented next week, and he will be taking photos. Geller stated that he is pleased with the sale of the truck and it is due to the excellent job that the employees do taking care of and maintaining the town vehicles.
  - C. Clerk/Treasurer Report was included in the packet. Withee stated that open book is scheduled for Wednesday, April 10<sup>th</sup> from 11:00am -1:00pm (phone appointments). Board of Review will be scheduled. Duerst asked how much interest was earned during tax collection. Withee stated that it was approximately \$18,000.
- 9. Unfinished Business
  - A. Discussion and Possible Action: Resolution 2024-1 Discontinuance of a portion of Hidden River Road. Motion by Duerst to approve Resolution 2024-1 Discontinuance of a portion of Hidden River Road, second by Lonsdorf. Motion carried by voice vote.
- 10. New Business
- 11. Check Register Review – Paul asked about snow/ice materials, we are required by contract to purchase the amount we contracted.
- 12. Other
- 13. Motion by Duerst to adjourn, second by Paul, meeting adjourned without objection at 9:38 pm.

Prepared by Teresa Withee, Town Clerk  
Approved:



**Town of Verona**  
**Town Board Meeting Minutes**  
**Tuesday, October 31, 2023 – 5:00 pm**

Town Board Members Present: Chair Mark Geller, Tom Mathies, Dave Lonsdorf, Deb Paul and Mike Duerst  
Staff Present: Administrator/Planner Sarah Gaskell and Clerk/Treasurer Teresa Withee  
Others Present: Doug Wolf

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

1. Call to Order/Approval of Agenda – Geller called to order, Duerst second Lonsdorf approve agenda
2. Discussion: Draft 2024 Budget – discussion by board
3. Motion by Geller to adjourn, second by Duerst, meeting adjourned without objection at 7:05 pm.

Prepared by Teresa Withee, Town Clerk  
Approved:

DRAFT



## Town of Verona Strategic Planning Summary

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

### Town of Verona Vision Statement

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

### Guiding principles

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

# TOWN OF VERONA

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**TO:** Town Board of Supervisors

**DATE:** March 29, 2024

**FROM:** W. Christopher Barnes, Public Works Director

**SUBJECT:** Whalen Road Chip Sealing Repair

**ACTION RECOMMENDED:** That the Town Board:

Accept the bid from Fahrner Asphalt Sealers, LLC for the reapplication of Chip Seal surface to Whalen Road in the amount of \$ 28,059.35

The section of Whalen Road in the Town was paved and chip sealed in June/July 2024. In August 2024 Madson Gas and Electric (MGE) informed the town staff that a new 6" gas transmission line would be necessary along Whalen Road to reinforce their system between Verona and Fitchburg to maintain reliable gas service. Based on past experience, town staff anticipated that the gas main installation would damage the new chip seal surface. MGE agreed to compensate the Town the cost to re-chip seal the section of affected road. Escrow monies to reapply a chip seal surface were received from MGE for the work and town staff requested a quote from the 2024 chip seal contractor to perform the work. Based upon the research of the Town Attorney, the cost of the reapplication exceeded statutory limits and a public bid was required.

Bids were advertised for this work in March 2024 and a public bid opening was held on March 29, 2024. Two bids were received with the low bid being submit by Fahrner Asphalt Sealers, LLC in the amount of \$ 28,059.35. Fahrner has successfully completed similar projects in the Town and it is recommended that the Board award the contract to Fahrner Asphalt Sealers, LLC. Once the project is complete, excess funds will be returned to MGE. If approved, this work will be completed in conjunction with the regular 2024 road maintenance project.

Attachment





TABULATION  
 TOWN OF VERONA 2024 WHALEN ROAD CHIP SEAL REAPPLICATION  
 RECEIVED 3-29-24

Scott Construction Inc.  
 P.O.Box340  
 Lake Delton, WI

Fahrner Asphalt Sealers  
 316 Raemisch Road  
 Waunakee, WI

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
Mobilization, Bonds, Insurance	1	Lump Sum	\$1,000.00	\$1,000.00	\$100.00	\$100.00
Traffic Control	1	Lump Sum	\$1,000.00	\$1,000.00	\$400.00	\$400.00
Ashaltic Seal Coat	14133	SY	\$2.16	\$30,527.28	\$1.95	\$27,559.35
<b>Total</b>				<b>\$32,527.28</b>		<b>\$28,059.35</b>

# TOWN OF VERONA

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**TO:** Town Supervisors

**DATE:** March 28, 2024

**FROM:** W. Christopher Barnes, Public Works Director

**SUBJECT:** Fitchrona Road Speed Limit Revision

The Town of Verona adopts speed limits for town roads in accordance with Wisconsin Statute 346.57 which establishes limits and restrictions for specific road conditions. Chapter 5 of the town ordinances contains specific speed zones for a number of town roads. Currently, Chapter 5 states:

*To 50 Miles per Hour. 1. Fitchrona Road, from its intersection with Tonto Trail, southerly to its intersection with County Road M.*

Fitchrona road jurisdiction is split between the City of Fitchburg and the Town since Fitchrona Road is a border road. The Town and the City of Fitchburg have been working on the reconstruction design of Fitchrona Road from Tonto Trail to Nesbitt Road. Construction for this section is planned for 2025 and has a current posted and adopted speed limit of 40 miles per hour. The section of Fitchrona Road south of Tonto Trail has continues to suffer from lack of adequate shoulders, edge failure and surface deterioration. Although some remedial measures have been planned in the 2027 Capital Improvement Program, the road continues to see increased traffic and deteriorating conditions. Due to these stated conditions, it is appropriate to consider lowering the posted speed to advise these conditions to road users. Additionally, it is reasonable to also install "Low Shoulder" and "Rough Road" signage to warn road users of the existing conditions.

Wisconsin Statutes allow for speed revisions on roads meeting certain criteria:

**346.57 Speed restrictions.**

**(1) DEFINITIONS.** *In this section:*

**(ar)** *"Outlying district" means the territory contiguous to and including any highway within the corporate limits of a city or village where on each side of the highway within any 1,000 feet along such highway the buildings in use for business, industrial or residential purposes fronting thereon average more than 200 feet apart.*

Due to Fitchrona Road falling on the border between the Town of Verona and the City of Fitchburg, and the classification of the roadway, with respect to the fixed speed limits, Whalen Road can be considered an "outlying district within a city." Per Wisconsin statute 346.57(1)(ar), the fixed speed limit on this road under the jurisdiction of the Town of Verona can be lowered from 50 MPH to 40 MPH from Tonto Trail to County Trunk Highway M.

At the March Public Works Committee meeting, the committee pass a motion to recommend this speed limit reduction to the Board. The City of Fitchburg City Council is scheduled to consider this speed limit revision at their April 23, 2024 meeting. It is recommended that the Town of Verona revise the fixed and adopted speed limit on Fitchrona Road to 40 MPH from

Tonto Trail to County Highway M per Wisconsin Statute provisions, subject to similar approval by the City of Fitchburg. Should you have any questions regarding this matter, please let me know.

ORDINANCE NO. 2024-01

Town of Verona  
Dane County, Wisconsin

ORDINANCE TO ESTABLISH THE SPEED LIMIT ON A SECTION OF FITCHRONA  
ROAD

WHEREAS, the Town Board of the Town of Verona, Dane County, Wisconsin, finds that, based on investigation, the adopted and posted speed limit on Fitchrona Road is greater than is reasonable or safe under the conditions found to exist; and

WHEREAS, the Town Board declares the necessity to establish a reasonable and safe speed on said road different from that established by Wisconsin Statute;

NOW, THEREFORE, the Town Board, in order to promote public safety and welfare, does ordain as follows:

Section 5.03(2) of the Town of Verona Code of Ordinances shall be amended as provided below by adding the underlined language:

(d) To 40 Miles per Hour

2. Fitchrona Road from its intersection with Tonto Trail, southerly to its intersection with County Road M.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mark Geller, Chairperson

Attest:

\_\_\_\_\_  
Teresa Withee, Clerk/Treasurer

# TOWN OF VERONA

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**TO:** Town Board of Supervisors

**FROM:** Sarah Gaskell, Planner/Administrator

**SUBJECT:** Administrator Report for April 2024

## **Upcoming Meetings**

- Public Works – April 16th, 7:00am Town Hall
- Finance – TBD
- Annual Town Meeting – April 16<sup>th</sup> 7:00pm, Town Hall
- Plan Commission – April 18<sup>th</sup>, 6:30pm
- Board of Review – April 23<sup>rd</sup>, 6:00pm
- NRAC – April 23<sup>rd</sup>, 6:30pm Town Hall

## **General**

### **Work Plan**

- Comprehensive Plan Amendments; update to Future Land Use Map
- Plan Commission Project/Public Works Projects added to Town Website
- Open Space and Parks Plan 2024 – 2029
- Knowledge Capture/calendar
- 2023 Budget Amendments if needed
- Annual meeting
- Audit
- Town Board Workshop
- Vault reorganization
- Communications Plan
- Succession Plan
- Emergency Plan

### **Town Board 2023 Goals Progress**

- Succession Planning and Yearly Calendar creation – in progress; deadline April 2024 for completion
- Comprehensive Plan Amendments – working with Strand to update draft map; next step – schedule public hearing
- NRAC plan update – Board to review in May
- Dark Sky Ordinance – proposed ordinance changes to board in May

- Communication expansion – in progress
- Landscape Plan for Town Hall Property – budget item; create plan and contact firms for bids

# TOWN OF VERONA

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**TO:** Town Board of Supervisors  
Public Works Committee

**DATE:** March 29, 2024

**FROM:** W. Christopher Barnes, Public Works Director

**SUBJECT:** March 2024 Report

The monthly Public Works Department Activity report is submitted for the information and review of the Board and the Committee. March was an active month with the unseasonal weather and temperatures creating challenging road issues. Extensive roadside vegetation was completed and brush was cut. Numerous citizen and resident concerns and action requests were received and addressed on a daily basis. If you should have any questions, please let me know.

## **Road Maintenance Activities**

- Boom Mower operation completed on 11 miles of town roads generally south of US 151.
- Responded to 2 road icing/snow events
- Removed a beaver dam on Timber Lane south of Paulson Road.
- Continued Seasonal Road Weight limits for March 31<sup>st</sup>. No recorded frost depth in the county.
- Submitted 2024/25 salt order to WISDOT.

## **Equipment and Facility Activities**

- Set up for various community room rental events
- Made electrical repairs to Case tractor.

## **Sanitary Sewer Utility Activities**

- Participated in biweekly construction conference for Badger Mill Pump Station 17 Forcemain Relief project with the Madison Metro Sewerage District (MMSD).
- Construction is ongoing with force main installation under US 151 and gravity sewer near Goose Lake.
- Gravity tie-in connection between new MMSD sewer and the town system was completed.
- Received draft Sewer Use Ordinance revisions and Fee Resolution from MMSD.

## **Engineering Activities**

- The sixth meeting for the Badger Mill Creek Stakeholder Meeting Group was held on March 13, 2024. The group consists of approximately 16 communities/agencies/citizen groups and will meet once a month to share goals for Badger Mill Creek and recommend projects for the health and resilience of Badger Mill Creek. Recent actions by the MMSD have made available funding in the Badger Mill watershed of approximately \$1,000,000 which could be a source of project funding for recommended projects near Goose Lake area. The monthly meeting was focused on developing potential project lists for Badger Mill Creek. The highest priorities for projects (in order) are:
  - Baseflow augmentation
  - Groundwater recharge
  - Watershed management plan
  - Wetland restoration
  - Shoreland buffers
  - Bank restoration/stabilization
  
- Completed and issued Request for Proposals for a Town Transportation Network Forecasting Analysis. Proposals are due April 5, 2024.
  
- Recommended to the City of Fitchburg to negotiate a contract with AECOM, Inc for the design and permitting engineering for the Fitchrona Road/Goose Lake storm drainage project
  
- Began compiling data to complete the small structure inventory program and be reimbursed \$100 per structure. The small structure program through WISDOT is intended to locate and identify drainage structures between 6 feet and 20 feet in size throughout the state. WISDOT has established \$12.5 million for structure replacements. The town may have between 10 and 25 of these type structures.

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



## TOWN OF VERONA

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**TO:** Town Board of Supervisors

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

**SUBJECT:** March 2024 Clerk/Treasurer Report

### Clerk

- Attended Town Board meeting and recorded minutes
- Coordinated with election workers regarding scheduling for the April election
- Preparations for the Spring Election, Posted and Published the Type D Notice – location & hours of polling place, Type E Notice – Absentee Voting and public test notice and Notice of Voting at Badger Prairie Healthcare Center
- Reviewed information in WisVote; Registration Alerts, set up town portion for April election
- 176 Absentee Ballots were mailed for the Spring Election
- 138 absentee ballots have been returned for processing; they are entered into WisVote.
- Prepared for the spring election by setting up Badger Books, tables, election booths, supplies for election workers and all appropriate notices. Prepared the Express vote and DS200 with security seals
- Prepared clerk portion of the inspector statement for the chief inspector
- Updated the request for services report for public works
- Conducted the public test of voting equipment
- Updated badger books server and client machines to prepare for the spring election

### Treasurer

- Reviewed invoices, prepared checks and check review report for town board.
- Prepared for annual Board of Review, reviewed members training records, printed objection forms, prepared notices and posted.
- Continue to process dog licenses, file paper applications, entered in accounting software and the county spreadsheet.
- Completed the DSPS verification for the 2% Fire Dues
- Filed Form BOR-C, Open Book and Board of Review Calendar on the DOR website
- Submitted a corrected SOT to DOR to remove a special charge

# TOWN OF VERONA

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**TO:** Town Board of Supervisors

**DATE:** March 28, 2024

**FROM:** W. Christopher Barnes, Public Works Director

**SUBJECT:** 2024 Road Maintenance Project

**ACTION RECOMMENDED:** That the Town Board:

1. Execute an agreement with Dane County for pavement striping for the approximate amount of \$5,250.00.
2. Authorize the purchase of new regulatory and warning signs from Decker Supply Co. Inc. for the approximate amount of \$5,500.00.
3. Accept a quote from Deere Enterprises in the amount to perform embankment and shoulder restoration in the amount of \$3,700.
4. Execute a Change Order to Payne and Dolan, Inc to add Horseshoe Bend to the 2024 Road Maintenance contract in the amount of \$20,958.00.

At the March 5, 2024 Town Board meeting, the road work was awarded to Payne and Dolan, Inc. At that time several other work elements were not awarded. In order to begin and complete the project on schedule it is necessary to award the remaining work elements at this time. Pavement striping is annually performed by Dane County Highway department on a time materials basis. Signs are purchased by the town from Decker Supply Co. for installation by the road contractor. Finally, 200 feet of minor shoulder embankment will be necessary on Sunset Drive near State Route 69. The quotes for this work are attached with the low bid being received from Deere Creek Enterprises in the amount of \$3,700.

At the March 2024 Town Board meeting the Board approved the addition of Horseshoe Bend to the 2024 CIP. Based upon the addition, Town staff a requested a change order from Payne and Dolan, Inc. to add the chip seal of Horseshoe Bend to the contract using the bid unit prices. The Change Order amount for Horseshoe Bend. is \$20,958.00.

The current estimated project budget is:

Work Subtotal (2024 CIP Roads plus Flint Lane)	\$258,386.16
C.O. 1 Horseshoe Bend	\$20,958.00

Work by others, Sunset Drive Embankment	\$3,700.00
Decker Signs	\$5,500.00
MSA Engineering	\$12,000.00
Dane County Striping	\$5,250.00
Total Project	<u>\$305,795.16</u>
Budget 2024 CIP Roads	<u>\$342,667.00</u>

Attachments



TABULATION  
 TOWN OF VERONA 2024 ROAD MAINTENANCE  
 RECEIVED 3-25-24

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Deere Creek Enterprises</u> 655 S. Nine Mound Rd Verona , WI		<u>Moll Construction , Inc.</u> 2547 Dyreson Road McFarland, WI		<u>Synders Excavation LLC</u> 6603 Buckeye Road Madison, WI	
			<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
Furnish and Place 180 CY Embankment, grading, 180 SY Erosion Control Matting , Seeding	1	Lump Sum	\$3,700.00	\$3,700.00	\$6,550.00	\$6,550.00	\$10,615.00	\$10,615.00
<b>Total</b>				<b>\$3,700.00</b>		<b>\$6,550.00</b>		<b>\$10,615.00</b>

## AGREEMENT

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

### WITNESSETH:

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

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

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

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

7. Proposal/Estimate: Locations as listed below in the Town of Verona

Estimated Cost

- A. County to replace all current paint lines on pavement, excluding stop bars and crosswalks. COUNTY supplies all paint and beads. CITY to complete signing and will help with coning for the following locations:

Whalen Rd., Range Trail, Sunset Dr., Marshview

Total estimated cost per Estimate Sheets (detailed and revised), on file with the Dane County Highway and Transportation Department.

\$ 5,250

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

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

**FOR THE MUNICIPALITY:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR THE COUNTY OF DANE:**

\_\_\_\_\_  
Pam Dunphy Date  
Interim Highway Commissioner



December 26, 2023

The Town Board  
Sarah Gaskell, Administrator  
Town of Verona  
7669 County Highway PD  
Verona, Wisconsin 53593

We are pleased to confirm our understanding of the services we are to provide for the Town of Verona general fund for the year ended December 31, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the general fund and the disclosures of the Town of Verona as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Verona's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Verona's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (if the town chooses to prepare this)
2. Budgetary Comparison Schedules
3. Wisconsin Retirement System Schedules
4. Local Retiree Life Insurance Fund Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance of GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.



## **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include test of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws of governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitation of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.





### **Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We will identify significant risks of material misstatement as part of our audit planning and communicate those risks to those in charge of governance.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Verona's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

### **Other Services**

We will also assist in preparing the financial statements of the Town of Verona in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures to take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

## **Responsibilities of Management for the Financial Statements (Continued)**

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

The audit documentation for this engagement is the property of Johnson Block & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Johnson Block & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Tara Bast, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.



### **Engagement Administration, Fees, and Other (Continued)**

Our fee for services will be at our standard hourly rate plus out-of-pocket costs (such as report reproduction, word processing, postage, confirmation service provider fees, travel, copies, telephone, etc.) except that we agree that our gross fee for our audit, including expenses, will not exceed \$12,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition, we will prepare the annual Department of Revenue report for \$1,000. We will compile the reports based on information provided by management. Accordingly, we will make no management decisions regarding information in the report. Further, you are required to designate a qualified management level individual to be responsible and accountable for overseeing our services. See Addendum A attached, which is an integral part of this engagement letter.

### **Changes in Accounting and Audit Standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted.

Governmental Accounting Standards Board Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA), is required to be implemented for the fiscal year ending December 31, 2023. Addendum B outlines the terms of nonattest services to be provided should the Town of Verona decide to request assistance with the necessary accounting and reporting of this standard.

## Unanticipated Services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. However, below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

### Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include but are not limited to the following activities:

- Preparation of a trial balance
- Account or bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions), unless previously agreed to as part of services to be provided
- Significant additional time spent calculating accruals
- Processing immaterial adjustments through the financial statements requested by management
- Adjusting the financial statements for new activities and new disclosures

### Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues, significant changes in your volume of business or new or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements and any applicable financial statement disclosures



## Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services including, but not limited to, compiling regulatory reports and preparing drafts of your financial statements. We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide. In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate employee(s) with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

## Reporting

We will issue a written report upon completion of our audit of the Town of Verona's financial statements. Our report will be addressed to the Town Board of the Town of Verona. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town of Verona and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Very truly yours,

*Johnson Block & Company, Inc.*

Johnson Block & Company, Inc.



**RESPONSE:** This letter correctly sets forth the understanding of Town of Verona for the Year Ended December 31, 2023.

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

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

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

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

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

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



## ADDENDUM A

We will perform the following services:

We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2023. Upon completion of the compilation of the annual Financial Report Form, we will provide the Town with our accountant's compilation report. If, for any reason caused by or relating to affairs or management of the Town, we are unable to complete the compilation or if we determine in our professional judgement the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

### **Our Responsibilities and Limitations**

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

### **Management's Responsibilities**

The Town's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the Town complies with the laws and regulation applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making Town personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.



**ADDENDUM B**  
**GASB Statement No. 87, Leases and GASB Statement No. 96, Subscription-Based Information  
Technology Arrangements (SBITA)**

**Nonattest services**

We will provide the following nonattest services:

- Calculate the lease asset and lease liability (lease schedule) based on the lease information you provide to us.
- Calculate the subscription asset and corresponding subscription liability based on the information you provide to us
- Propose journal entries to record the asset and liability in accordance with GASB Statement No. 87 and/or 96 and the related expenses.
- Assist with drafting the related GASB Statement No. 87 and/or 96 financial statement disclosures.
- Provide to you sufficient information for you to oversee the services, evaluate the adequacy and results of the services; accept responsibility for the results of the services and ensure your data and records are complete.

**Client information requirements**

The Town of Verona agrees it is solely responsible for the accuracy, completeness, and reliability of all of the Town of Verona's data and information that it provides us for our engagement. The Town of Verona agrees it will provide any requested information on or before the date we commence performance of the services.

**Our responsibilities related to the nonattest services and the related limitations**

We will not assume management responsibilities, perform management functions, or make management decisions on behalf of the Town of Verona. However, we will provide advice and recommendations to assist management in performing its responsibilities.

This engagement is limited to the nonattest services outlined above. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as assuming management responsibilities, making management decisions, or performing management functions, including approving journal entries. We will advise the Town of Verona with regard to positions taken in the performance of the nonattest services, but management must make all decisions with regard to those matters.

Our engagement cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We have no responsibility to ensure the Town of Verona's lease accounting practices, systems, or reports comply with applicable laws or regulations, all of which remain your sole responsibility.

Because the services listed above do not constitute an examination, audit, or review, we will not express an opinion or conclusion or issue a written report on your application of the requirements of GASB Statement No. 87 and/or 96 as it relates to contracts. You agree that our services are not intended to be used by a third party in reaching a decision on the application of the requirements of GASB Statement No. 87 and/or 96 to a specific transaction.





### **Management’s responsibilities related to nonattest services**

For all nonattest services we may provide to you, management agrees to assume all management responsibilities, including determining, reviewing, and approving lease information and schedules and related journal entries; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Fees**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses, including applicable software costs.

### **Use of Cloud Based Accounting Solution**

Johnson Block & Company, Inc. intends to perform said nonattest services described above through the use of a third-party cloud based solution (LeaseCrunch).

As part of its agreement with the Town of Verona (“Client”), Johnson Block & Company, Inc. may provide Client access to a cloud-based accounting solution provided by LeaseCrunch, LLC (“LeaseCrunch Services”). As between the Client and Johnson Block & Company, Inc., Johnson Block & Company, Inc. disclaims all liability related in any way to the Client’s use of the LeaseCrunch Services. Johnson Block & Company, Inc. also disclaims any warranties related to the LeaseCrunch Services. Client is solely responsible for the acts and omissions of any third party, including employees or contractors, who Client has designated as a user of the LeaseCrunch Services (each an “End User”). Each End User is required to accept the LeaseCrunch Acceptable Use Policy upon initial login to the LeaseCrunch Services. Client agrees to indemnify and hold Johnson Block & Company, Inc. and its affiliates harmless from any and all liability and expenses, including reasonable attorneys’ fees and costs, related to third-party claims arising out of Client’s or its End User’s use of LeaseCrunch Services in violation of LeaseCrunch’s Acceptable Use Policy.