

**CITY OF EDGERTON
FINANCE COMMITTEE MEETING
EDGERTON CITY HALL, COUNCIL CHAMBERS
12 ALBION STREET**

Monday, November 20, 2023, at 6:15 p.m.

NOTICE: The meeting noticed above will also be live streamed on a Zoom platform: To view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at www.cityofedgerton.com. Due to occasional technical difficulties, citizen participation via Zoom may not be possible.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, November 17, 2023.
3. Consider approval of minutes from the November 6, 2023 Finance meeting.
4. Consider approval of bills and payroll vouchers.
5. Consider Lead Lateral funding shortfall.
6. Consider Baker Tilly Contract for Auditing services.
7. Consider addendum to Cedar Corp contract for Environmental Consulting Services for 407 N Main St.
8. Consider payment to Graceful LLC for Marshview Ct property.
9. Consider WWTP solar investment.
10. Finance Directors Report.
11. Adjourn.

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: (608) 884-3341.

Notice is hereby given that a majority of the Common Council is expected to be present at the above scheduled noticed meeting to gather information about a subject over which they have decision-making responsibility. The only action to be taken at this meeting will be action by the Finance Committee.

**NOVEMBER 6, 2023 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Tim Shaw called the meeting to order at 6:40 p.m.

Present: Candy Davis, Shawn Prebil and Tim Shaw

Others Present: City Administrator Ramona Flanigan, City Clerk Wendy Loveland, Municipal Services Director Howard Moser, City Treasurer Maddie Deegan, Library Director Beth Krebs-Smith, Police Chief Bob Kowalski, Mayor Christopher Lund, and a few citizens.

Loveland confirmed the meeting agendas were properly posted on Friday, November 3, 2023 at the Post Office, Edgerton Library, City Hall and the City's website.

MINUTES: A Candy Davis/Shawn Prebil motion to approve the minutes from the October 16, 2023 Finance meeting passed, all voted in favor.

PAY REQUEST #3 FOR QUIGLEY ST STREET AND UTILITY IMPROVEMENT PROJECT: A Tim Shaw/Shawn Prebil motion to approve pay request #3 for the Quigley St Street and Utility Improvement Project in the amount of \$55,082.87 passed on a 3/0 roll call vote.

BILLS AND PAYROLL: A Tim Shaw/Candy Davis motion to approve the bills and payroll in the amount of \$438,513.11 passed on a 3/0 roll call vote.

QUOTE FOR CARPET AT LIBRARY: A Tim Shaw/Shawn Prebil motion to approve the quote from 5 Alarm Flooring for the carpet replacement at the library in the amount of \$5,831.48 passed on a 3/0 roll call vote.

OPEB STUDY: Previously the Finance Committee agreed to have Milliman provide actuarial services for the annual post-employment study. This was the lowest cost at the time because city staff was going complete most of the work. Due to staff changes and audit preparations, staff will be unable to perform this task. Staff is requesting the Council approve a two-year contract with Key Benefits Concepts which was the second lowest cost. The city has used this vendor for several years.

A Tim Shaw/Shawn Prebil motion to approve a 2-year agreement with Key Benefits as a consultant for the OPEB Study in the amount of \$4,640 passed on a 3/0 roll call vote.

ADDENDUM TO CEDAR CORP CONTRACT FOR ENVIRONMENTAL SITE ASSESSMENT AT 116 SWIFT ST: A Candy Davis/Shawn Prebil motion to approve an addendum to the Cedar Corporation contract for Environmental Site Assessment at 116 Swift St passed on a 3/0 roll call vote.

ADDENDUM TO CEDAR CORP CONTRACT FOR LEAD AND ASBESTOS INSPECTION SERVICES AT 116 SWIFT ST: A Candy Davis/Shawn Prebil motion to approve an addendum to the Cedar Corporation contract for Lead and Asbestos Inspection Services at 116 Swift St passed on a 3/0 roll call vote.

ADVERTISING CONTRACT FOR MADISON REGION ECONOMIC PARTNERSHIP: Madison Regional Partnership provides a publication that would include advertising to promote the business park and other development opportunities available in Edgerton. The proposal included 4 alternative packages and the cost of each package.

The Committee reviewed the benefits and costs of such a partnership and felt it would be a good opportunity to gauge if this would be a cost-effective way to market our community.

A Tim Shaw/Candy Davis motion to approve Option C from the Madison Region Economic Partnership subscription options in the amount of \$3,660 passed on a 3/0 roll call vote.

PROCESS FOR SALE OF MARSHVIEW CT LOT: The City has officially regained the title to the lot on Marshview Ct. The property will now need to be marketed to other buyers. The City could use the bidding or RFP process. If bids are requested the city could only consider price. The RFP process allows the city to consider factors such as the proposed use, the value of the proposed improvements, and job creation along with price.

A Candy Davis/Shawn Prebil motion to approve using the RFP process for the sale of Marshview Ct lot passed on a 3/0 roll call vote.

Being no other business before the Committee, a Shawn Prebil/Candy Davis motion to adjourn passed, all voted in favor.

Wendy Loveland
City Clerk
Adopted November 20, 2023

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input Date = 11/17/2023
Invoice Detail.Voided = No

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	119.02	.00		
Total 10013100:					119.02	.00		
10016200								
238 ch	ELECTION SYSTEMS & SOFTW	CD2069216	ELECTION MACHINE MAINTENANCE 1/1/24	11/17/2023	380.63	.00		
785 ch	WMCA	2024-LOVELA	2024 MEMBERSHIP DUES-LOVELAND	11/17/2023	65.00	.00		
785 ch	WMCA	2024-OZGA	2024 MEMBERSHIP DUES-OZGA	11/17/2023	65.00	.00		
868 ch	GAMETIME	104365-01-01	PLAYGROUND EQUIPMENT RTP	11/17/2023	52,570.31	52,570.31	11/13/2023	
969 ch	WCMA	2024	2024 FULL MEMBERSHIP DUES - FLANIGAN	11/17/2023	173.13	.00		
Total 10016200:					53,254.07	52,570.31		
10021520								
789 ch	WI RETIREMENT SYSTEM	OCT 2023	OCT 2023 RETIREMENT	11/17/2023	24,994.43	.00		
Total 10021520:					24,994.43	.00		
10023100								
18 ch	TOWN OF ALBION	OCT 2023	FINES COLLECTED MINUS \$5 PER CITATION	11/17/2023	360.00	.00		
186 ch	DANE CO TREASURER	OCT 2023	JAIL ASSESSMENTS	11/17/2023	60.00	.00		
281 ch	TOWN OF FULTON	OCT 2023	FINES COLLECTED-MINUS \$5 PER CITATION	11/17/2023	450.00	.00		
604 ch	ROCK CO TREASURER	OCT 2023	JAIL ASSESSMENTS, OWI SURCHARGES, II	11/17/2023	694.68	.00		
819 ch	STATE OF WI COURT FINES	OCT 2023	COSTS & SURCHARGES COLLECTED	11/17/2023	1,569.00	.00		
Total 10023100:					3,133.68	.00		
10024213								
2631 c	WI DEPT OF REVENUE	OCT 2023-SAL	OCT 2023 SALES TAX	11/17/2023	4.40	.00		
Total 10024213:					4.40	.00		
10046213								
2631 c	WI DEPT OF REVENUE	OCT 2023-SAL	OCT 2023 SALES TAX	11/17/2023	.31	.00		
Total 10046213:					.31	.00		
10046710								
2631 c	WI DEPT OF REVENUE	OCT 2023-SAL	OCT 2023 SALES TAX	11/17/2023	12.18	.00		
Total 10046710:					12.18	.00		
10046742								
2631 c	WI DEPT OF REVENUE	OCT 2023-SAL	OCT 2023 SALES TAX	11/17/2023	.83	.00		
Total 10046742:					.83	.00		
10051100340								
231 ch	EDGERTON REPORTER CO INC	128503	VETERANS SIGNATURE PAGE- CITY	11/17/2023	21.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
231 ch	EDGERTON REPORTER CO INC	128511	LEGAL NOTICE- MARSHVIEW COURT	11/17/2023	10.81	.00		
Total 10051100340:					31.81	.00		
10051200210								
412 ch	IRMEN, LORI	OCT 2023	CLERK OF COURT	11/17/2023	712.16	.00		
Total 10051200210:					712.16	.00		
10051410155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	23.39	.00		
Total 10051410155:					23.39	.00		
10051430155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	7.13	.00		
Total 10051430155:					7.13	.00		
10051430320								
231 ch	EDGERTON REPORTER CO INC	128439	2024 PROPOSED BUDGET	11/17/2023	66.00	.00		
231 ch	EDGERTON REPORTER CO INC	128440	2024 PROPOSED BUDGET	11/17/2023	53.00	.00		
Total 10051430320:					119.00	.00		
10051430330								
4260 c	US BANK PROCUREMENT CAR	AUG 2023-CR	WMCA CLERKS CONF FOOD/HOTEL- LOVEL	11/17/2023	1.00-	.00		
Total 10051430330:					1.00-	.00		
10051510155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	3.02	.00		
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	1.32	.00		
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	.67	.00		
Total 10051510155:					5.01	.00		
10051600210								
3750 c	HARKER HEATING & COOLING I	1089599	FALL PREVENTATIVE MAINTENANCE - CITY	11/17/2023	425.00	.00		
Total 10051600210:					425.00	.00		
10051600221								
21 ch	ALLIANT ENERGY	OCT 23 47020	OCT 23 470202 ELECTRIC CHARGES	11/17/2023	161.72	.00		
Total 10051600221:					161.72	.00		
10051600225								
5214 c	GRANITE TELECOMMUNICATIO	624261334A	608-884-3341 CITY HALL	11/17/2023	143.21	.00		
Total 10051600225:					143.21	.00		
10051600340								
575 ch	QUILL CORPORATION	108668956	PAPER	11/17/2023	21.89	.00		
934 ch	STAPLES CREDIT PLAN	7618748919	DISH SOAP	11/17/2023	10.52	.00		
3534 c	CHARTER COMMUNICATIONS	219551801110	CITY HALL INTERNET	11/17/2023	99.99	.00		
4096 c	HORIZON DISTRIBUTORS, INC	S3616777.001	TOILET PAPER	11/17/2023	127.63	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
5470 c	GORDON FLESCH CO.	IN14448893	CITY HALL COPIER-METERED IMAGES	11/17/2023	80.86	.00		
Total 10051600340:					340.89	.00		
10052100155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	60.19	.00		
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	4.61	.00		
Total 10052100155:					64.80	.00		
10052100240								
433 ch	AVAYA INC	43483496	PHONE MAINTENANCE - POLICE DEPARTM	11/17/2023	99.16	.00		
Total 10052100240:					99.16	.00		
10052120155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	81.89	.00		
Total 10052120155:					81.89	.00		
10052120225								
130 ch	US CELLULAR	0616010144	POLICE CELL PHONES	11/17/2023	172.38	.00		
Total 10052120225:					172.38	.00		
10052120385								
923 ch	KWIK TRIP	OCT 2023	OCT 2023 FUEL CHARGES - POLICE DEPT	11/17/2023	1,290.30	.00		
Total 10052120385:					1,290.30	.00		
10052140332								
5510 c	REUTER, HANNA	NOV 2023	TRAINING MILEAGE REIMBURSEMENT- REU	11/17/2023	291.48	.00		
Total 10052140332:					291.48	.00		
10052150221								
21 ch	ALLIANT ENERGY	OCT 23 53589	OCT 23 535891 ELECTRIC CHARGES	11/17/2023	382.83	.00		
Total 10052150221:					382.83	.00		
10052150224								
21 ch	ALLIANT ENERGY	OCT 23 93902	OCT 23 939021 GAS CHARGES	11/17/2023	17.70	.00		
Total 10052150224:					17.70	.00		
10052150225								
3534 c	CHARTER COMMUNICATIONS	170827201110	POLICE DEPT INTERNET/PHONE CHARGES	11/17/2023	296.88	.00		
Total 10052150225:					296.88	.00		
10052400210								
2584 c	GENERAL ENGINEERING COMP	OCT 2023	OCT 2023 BUILDING INSPECTIONS	11/17/2023	2,803.66	.00		
Total 10052400210:					2,803.66	.00		
10053100155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	12.42	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	2.00	.00		
Total 10053100155:					14.42	.00		
10053100210								
3883 c	ABSOLUTE MOBILE TESTING L	123-245	QUERY - DPW	11/17/2023	5.00	.00		
Total 10053100210:					5.00	.00		
10053100340								
934 ch	STAPLES CREDIT PLAN	7618748919	CALENDAR	11/17/2023	24.88	.00		
Total 10053100340:					24.88	.00		
10053230155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	49.79	.00		
Total 10053230155:					49.79	.00		
10053230221								
21 ch	ALLIANT ENERGY	OCT 23 12937	OCT 23 129372 ELECTRIC CHARGES	11/17/2023	345.53	.00		
21 ch	ALLIANT ENERGY	OCT 23 37005	OCT 23 370054 ELECTRIC CHARGES	11/17/2023	80.34	.00		
Total 10053230221:					425.87	.00		
10053230224								
21 ch	ALLIANT ENERGY	OCT 23 12937	OCT 23 129372 ELECTRIC CHARGES	11/17/2023	113.68	.00		
21 ch	ALLIANT ENERGY	OCT 23 37005	OCT 23 370054 GAS CHARGES	11/17/2023	10.74	.00		
Total 10053230224:					124.42	.00		
10053230225								
4659 c	CENTURYLINK	664271729A	NOV 2023 LONG DISTANCE CHARGES	11/17/2023	.08	.00		
4659 c	CENTURYLINK	664271729A	NOV 2023 LONG DISTANCE CHARGES	11/17/2023	.08	.00		
5214 c	GRANITE TELECOMMUNICATIO	624261334A	608-884-3341 MUNI GARAGE	11/17/2023	143.21	.00		
Total 10053230225:					143.37	.00		
10053230340								
4096 c	HORIZON DISTRIBUTORS, INC	S3616777.001	TOILET PAPER	11/17/2023	127.63	.00		
Total 10053230340:					127.63	.00		
10053240340								
5184 c	BUMPER TO BUMPER EDGERT	625-371482	SWEEPER HOSE PARTS	11/17/2023	154.58	.00		
Total 10053240340:					154.58	.00		
10053240810								
2858 c	BOBCAT OF JANESVILLE	02-266705	BOBCAT BUCKET	11/17/2023	1,837.58	.00		
Total 10053240810:					1,837.58	.00		
10053310370								
2056 c	ROCK ROAD COMPANIES INC	318860	ASPHALT - STREETS	11/17/2023	506.14	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10053310370:					506.14	.00		
10053310380								
5184 c	BUMPER TO BUMPER EDGERT	625-370041	OIL FILTER	11/17/2023	55.40	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-371150	EXTRACTOR SET	11/17/2023	17.29	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-371470	TRAILER CONNECT.	11/17/2023	17.69	.00		
Total 10053310380:					90.38	.00		
10053318340								
500 ch	MORTON SALT, INC	5402916322	BULK SAFE-T SALT	11/17/2023	5,464.23	.00		
3421 c	PRAIRIE AVENUE CONCRETE I	8995	SAND - SNOW/ICE	11/17/2023	945.21	.00		
Total 10053318340:					6,409.44	.00		
10053400221								
21 ch	ALLIANT ENERGY	OCT 23 86206	OCT 23 862065 ELECTRIC CHARGES	11/17/2023	57.71	.00		
21 ch	ALLIANT ENERGY	OCT 23 93096	OCT 23 930961 ELECTRIC CHARGES	11/17/2023	10.37	.00		
Total 10053400221:					68.08	.00		
10053400340								
541 ch	OUTPATIENT ENTRANCE GRAP	NOV 2023	ROAD SIGN- EXCEPT BUSES	11/17/2023	45.00	.00		
Total 10053400340:					45.00	.00		
10053420221								
21 ch	ALLIANT ENERGY	OCT 23 10670	OCT 23 106703 ELECTRIC CHARGES	11/17/2023	13.85	.00		
21 ch	ALLIANT ENERGY	OCT 23 19259	OCT 23 192591 ELECTRIC CHARGES	11/17/2023	5.69	.00		
21 ch	ALLIANT ENERGY	OCT 23 20990	OCT 23 209901 ELECTRIC CHARGES	11/17/2023	45.93	.00		
21 ch	ALLIANT ENERGY	OCT 23 27883	OCT 23 278834 ELECTRIC CHARGES	11/17/2023	4.37	.00		
21 ch	ALLIANT ENERGY	OCT 23 44088	OCT 23 440880 ELECTRIC CHARGES	11/17/2023	18.89	.00		
21 ch	ALLIANT ENERGY	OCT 23 47020	OCT 23 470202 ELECTRIC CHARGES	11/17/2023	86.97	.00		
21 ch	ALLIANT ENERGY	OCT 23 52473	OCT 23 524734 ELECTRIC CHARGES	11/17/2023	4.69	.00		
21 ch	ALLIANT ENERGY	OCT 23 55521	OCT 23 555211 ELECTRIC CHARGES	11/17/2023	18.42	.00		
21 ch	ALLIANT ENERGY	OCT 23 76042	OCT 23 760421 ELECTRIC CHARGES	11/17/2023	28.12	.00		
21 ch	ALLIANT ENERGY	OCT 23 95185	OCT 23 9518562273 ELECTRIC CHARGES	11/17/2023	53.77	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 80833	808337000 STREET LIGHT CHARGE	11/17/2023	14.18	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 80833	808338000 STREET LIGHT CHARGE	11/17/2023	14.18	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 80833	808339000 STREET LIGHT CHARGE	11/17/2023	14.18	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 80834	808340000 STREET LIGHT CHARGE	11/17/2023	14.18	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 80834	808341000 STREET LIGHT CHARGE	11/17/2023	14.18	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 80834	808342000 STREET LIGHT CHARGE	11/17/2023	14.18	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 91237	91237000 STREET LIGHT CHARGE	11/17/2023	19.84	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 91238	91238000 STREET LIGHT CHARGE	11/17/2023	19.84	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 23 91240	91240000 STREET LIGHT CHARGE	11/17/2023	19.84	.00		
Total 10053420221:					425.30	.00		
10054910221								
21 ch	ALLIANT ENERGY	OCT 23 17756	OCT 23 177564 ELECTRIC CHARGES	11/17/2023	21.52	.00		
Total 10054910221:					21.52	.00		
10055110155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	21.36	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10055110155:					21.36	.00		
10055110210								
596 ch	ROBINSON'S MARKETING DIV I	29448	CLEANING THROUGH 09/30/2023-LIBRARY	11/17/2023	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	29458	CLEANING THROUGH 10/07/2023-LIBRARY	11/17/2023	278.50	.00		
3997 c	UNIQUE MANAGEMENT SERVI	6117485	09-20 PLACEMENTS	11/17/2023	34.95	.00		
3997 c	UNIQUE MANAGEMENT SERVI	6118598	10-23 PLACEMENTS	11/17/2023	11.65	.00		
Total 10055110210:					603.60	.00		
10055110221								
21 ch	ALLIANT ENERGY	OCT 23 82722	OCT 23 827226 ELECTRIC CHARGES	11/17/2023	1,433.01	.00		
21 ch	ALLIANT ENERGY	SEP 23 827226	SEP 23 827226 ELECTRIC CHARGES	11/17/2023	1,300.02	.00		
Total 10055110221:					2,733.03	.00		
10055110224								
21 ch	ALLIANT ENERGY	OCT 23 82722	OCT 23 827226 GAS CHARGES	11/17/2023	270.58	.00		
Total 10055110224:					270.58	.00		
10055110225								
3534 c	CHARTER COMMUNICATIONS	170826901100	LIBRARY INTERNET/PHONE CHARGES	11/17/2023	269.01	.00		
Total 10055110225:					269.01	.00		
10055110240								
3087 c	KONE INC	871112909	MAINTENANCE COVERAGE 08/01/2023-10/31	11/17/2023	236.31	.00		
3087 c	KONE INC	871191746	MAINTENANCE COVERAGE 11/01/2023-01/31	11/17/2023	236.31	.00		
Total 10055110240:					472.62	.00		
10055110310								
5070 c	TOSHIBA FINANCIAL SERVICES	35155844	COPIER - LIBRARY LEASE	11/17/2023	255.00	.00		
Total 10055110310:					255.00	.00		
10055110320								
231 ch	EDGERTON REPORTER CO INC	128519	VETERANS SIGNATURE PAGE- LIBRARY	11/17/2023	21.00	.00		
4997 c	MAILCHIMP	MC1414060	ESSENTIALS PLAN-LIBRARY	11/17/2023	69.00	.00		
4997 c	MAILCHIMP	MC14319044	ESSENTIALS PLAN-LIBRARY	11/17/2023	69.00	.00		
Total 10055110320:					159.00	.00		
10055110321								
70 ch	BAKER & TAYLOR INC	2037822615	BOOKS	11/17/2023	194.32	.00		
70 ch	BAKER & TAYLOR INC	2037830463	BOOKS	11/17/2023	310.84	.00		
70 ch	BAKER & TAYLOR INC	2037841834	BOOKS	11/17/2023	187.82	.00		
70 ch	BAKER & TAYLOR INC	2037854279	BOOKS	11/17/2023	577.80	.00		
70 ch	BAKER & TAYLOR INC	2037865282	BOOKS	11/17/2023	197.64	.00		
70 ch	BAKER & TAYLOR INC	2037879594	BOOKS	11/17/2023	700.95	.00		
70 ch	BAKER & TAYLOR INC	2037891020	BOOKS	11/17/2023	248.71	.00		
70 ch	BAKER & TAYLOR INC	2037907563	BOOKS	11/17/2023	247.22	.00		
70 ch	BAKER & TAYLOR INC	2037912139	BOOKS	11/17/2023	504.70	.00		
70 ch	BAKER & TAYLOR INC	2037924350	BOOKS	11/17/2023	223.71	.00		
2433 c	AMAZON.COM LLC	113-5307901-0	BOOKS	11/17/2023	39.56	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
2433 c	AMAZON.COM LLC	113-9159558-6	BOOK REFUND	11/17/2023	42.98-	.00		
3075 c	CENTER POINT INC	2048760	BOOKS	11/17/2023	560.88	.00		
3075 c	CENTER POINT INC	2049323	BOOKS	11/17/2023	100.00	.00		
3216 c	MARIS ASSOCIATES	0118	BOOKS	11/17/2023	150.03	.00		
4713 c	PENWORTHY	0594191-IN	BOOKS	11/17/2023	554.66	.00		
Total 10055110321:					4,735.86	.00		
10055110323								
2504 c	MIDWEST TAPE LLC	504580110	ADVANCE DIGITAL PAYMENT	11/17/2023	1,714.27	.00		
5379 c	KANOPIY, INC.	368527	PLAY CREDITS	11/17/2023	43.20	.00		
5379 c	KANOPIY, INC.	373501	PLAY CREDITS	11/17/2023	8.10	.00		
Total 10055110323:					1,765.57	.00		
10055110324								
2504 c	MIDWEST TAPE LLC	504410906	BLURAY DVD	11/17/2023	22.49	.00		
2504 c	MIDWEST TAPE LLC	504410908	DVD	11/17/2023	14.99	.00		
2504 c	MIDWEST TAPE LLC	504436914	DVDS	11/17/2023	69.71	.00		
2504 c	MIDWEST TAPE LLC	504471153	DVDS	11/17/2023	97.46	.00		
2504 c	MIDWEST TAPE LLC	504502068	DVDS	11/17/2023	115.43	.00		
2504 c	MIDWEST TAPE LLC	504535403	DVDS	11/17/2023	124.44	.00		
2504 c	MIDWEST TAPE LLC	504573374	DVDS	11/17/2023	66.72	.00		
2504 c	MIDWEST TAPE LLC	504608190	DVDS	11/17/2023	161.91	.00		
5519 c	PLAYAWAY PRODUCTS LLC	404327	LAUNCHPAD REPLACEMENT	11/17/2023	74.99	.00		
5519 c	PLAYAWAY PRODUCTS LLC	443411	AUDIO BOOKS	11/17/2023	262.45	.00		
5519 c	PLAYAWAY PRODUCTS LLC	444811	AUDIO BOOKS	11/17/2023	262.45	.00		
Total 10055110324:					1,273.04	.00		
10055110332								
5619 c	CARLSON, ALEX	NOV 2023	LIBRARY WORKSHOP MILEAGE REIMBURS	11/17/2023	24.76	.00		
Total 10055110332:					24.76	.00		
10055110340								
144 ch	CITY GLASS CO INC	61892	REPAIR EXTERIOR DOOR- LIBRARY	11/17/2023	90.00	.00		
195 ch	DEMCO INC	7379288	CD CASES, CALENDAR, BOOKMARKS	11/17/2023	244.63	.00		
2433 c	AMAZON.COM LLC	113-5307901-0	CHALK	11/17/2023	7.89	.00		
4096 c	HORIZON DISTRIBUTORS, INC	S3616371.001	GARBAGE BAGS- LIBRARY	11/17/2023	80.37	.00		
5346 c	VAN BROCKLIN ELECTRIC	4331	POWER OUTAGE- SERVER ROOM SIREN - LI	11/17/2023	110.00	.00		
5620 c	SWANK MOVIE LICENSING USA	3470535	FAHRENHEIT 451 LICENSE- LIBRARY	11/17/2023	125.00	.00		
Total 10055110340:					657.89	.00		
10055110390								
70 ch	BAKER & TAYLOR INC	2037830463	BOOKS	11/17/2023	18.00	.00		
70 ch	BAKER & TAYLOR INC	2037865282	BOOKS	11/17/2023	18.00	.00		
130 ch	US CELLULAR	0607747720	HOT SPOTS - LIBRARY	11/17/2023	76.50	.00		
2433 c	AMAZON.COM LLC	113-38422054-	STARGAZING BOOK	11/17/2023	17.21	.00		
2433 c	AMAZON.COM LLC	113-4829026-5	BOOKS, LEARNING TOYS, BACKPACKS	11/17/2023	68.96	.00		
4260 c	US BANK PROCUREMENT CAR	42568	MINI SUNOCULARS- LIBRARY	11/17/2023	34.20	.00		
4260 c	US BANK PROCUREMENT CAR	OCT 2023 KRE	CONFERENCE HOTEL- KREBS-SMITH	11/17/2023	417.00	.00		
4509 c	ORIENTAL TRADING COMPANY	726994449	HOLIDAY CRAFTS	11/17/2023	89.26	.00		
Total 10055110390:					739.13	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10055142790								
2151 c	BROWN CAB SERVICE INC	4194	OCT 2023 SHARED RIDE TAXI	11/17/2023	7,520.90	.00		
Total 10055142790:					7,520.90	.00		
10055200221								
21 ch	ALLIANT ENERGY	OCT 23 06930	OCT 23 069305 ELECTRIC CHARGES	11/17/2023	244.25	.00		
21 ch	ALLIANT ENERGY	OCT 23 07849	OCT 23 078495 ELECTRIC CHARGES	11/17/2023	30.50	.00		
21 ch	ALLIANT ENERGY	OCT 23 41346	OCT 23 413465 ELECTRIC CHARGES	11/17/2023	27.97	.00		
21 ch	ALLIANT ENERGY	OCT 23 56315	OCT 23 563154 ELECTRIC CHARGES	11/17/2023	137.23	.00		
21 ch	ALLIANT ENERGY	OCT 23 64653	OCT 23 646535 ELECTRIC CHARGES	11/17/2023	101.74	.00		
21 ch	ALLIANT ENERGY	OCT 23 79371	OCT 23 793712 ELECTRIC CHARGES	11/17/2023	19.54	.00		
21 ch	ALLIANT ENERGY	OCT 23 92135	OCT 23 9213591995 ELECTRIC CHARGES	11/17/2023	20.74	.00		
Total 10055200221:					581.97	.00		
10055200340								
4096 c	HORIZON DISTRIBUTORS, INC	S3616777.001	TOILET PAPER	11/17/2023	127.64	.00		
5088 c	ZEROFOX, LLC	0032	CAMERA INSTALL - CENTRAL PARK	11/17/2023	165.00	.00		
Total 10055200340:					292.64	.00		
10055420221								
21 ch	ALLIANT ENERGY	OCT 23 35496	OCT 23 354961 ELECTRIC CHARGES	11/17/2023	117.61	.00		
Total 10055420221:					117.61	.00		
10055420224								
21 ch	ALLIANT ENERGY	OCT 23 12422	OCT 23 124223 GAS CHARGES	11/17/2023	15.59	.00		
21 ch	ALLIANT ENERGY	OCT 23 35496	OCT 23 354961 GAS CHARGES	11/17/2023	17.70	.00		
Total 10055420224:					33.29	.00		
10055420225								
311 ch	FRONTIER COMMUNICATIONS	NOV 2023A	608-884-3232 TELEPHONE CHARGES	11/17/2023	46.73	.00		
4659 c	CENTURYLINK	664271729A	NOV 2023 LONG DISTANCE CHARGES	11/17/2023	.08	.00		
Total 10055420225:					46.81	.00		
10056300155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2023A	DEC 2023 LIFE INSURANCE	11/17/2023	12.99	.00		
Total 10056300155:					12.99	.00		
10056300340								
4458 c	FIDLAR TECHNOLOGIES	1265960	RECORDED DOCUMENT SEARCH- WESTW	11/17/2023	13.45	.00		
Total 10056300340:					13.45	.00		
10056700340								
4882 c	JOURNAL COMMUNICATIONS	118120	CITY OF EDGERTON COLOR AD- MADISON	11/17/2023	1,830.00	.00		
5211 c	T-MOBILE	SEPT 2023-2	DATA FOR COMMUNITY SIGN- SEPT 2023	11/17/2023	10.00	.00		
Total 10056700340:					1,840.00	.00		
20653630297								
5159 c	BADGERLAND DISPOSAL	0004277888	NOV GARBAGE/RECYCLING FEE	11/17/2023	20,251.74	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 20653630297:					20,251.74	.00		
40057330820								
3690 c	CEDAR CORPORATION	117509	QUIGLEY ST- STREET & UTILITY IMPROVEM	11/17/2023	3,362.50	.00		
3690 c	CEDAR CORPORATION	117510	ALBION STREET- UTILITY & STREET IMPRO	11/17/2023	6,937.50	.00		
Total 40057330820:					10,300.00	.00		
40057437820								
2433 c	AMAZON.COM LLC	111-5236923-2	HOLIDAY LIGHT SUPPLIES	11/17/2023	141.54	.00		
3994 c	SALVO, JENNY	NOV 2023	HOME FOR THE HOLIDAYS TROPHIES	11/17/2023	100.78	.00		
Total 40057437820:					242.32	.00		
40057750820								
118 ch	C & M PRINTING INC	NOV 2023	FACADE GRANT 102 W FULTON- WINDOW R	11/17/2023	918.00	.00		
Total 40057750820:					918.00	.00		
40657125820								
2591 c	LAND TITLE & CLOSING SERVI	523082887-2	210 W FULTON ST- EDGERTON OUTREACH	11/17/2023	65,450.00	.00		
Total 40657125820:					65,450.00	.00		
40657330820								
3690 c	CEDAR CORPORATION	117508	HENRY STREET- STREET & UTILITY IMPROV	11/17/2023	130.00	.00		
Total 40657330820:					130.00	.00		
40657726820								
3690 c	CEDAR CORPORATION	117506	SHOE FACTORY REDEVELOPMENT	11/17/2023	247.50	.00		
Total 40657726820:					247.50	.00		
41057630820								
231 ch	EDGERTON REPORTER CO INC	128435	LEGAL NOTICE- PUBLIC HEARING TID #10	11/17/2023	44.30	.00		
231 ch	EDGERTON REPORTER CO INC	128498	LEGAL NOTICE- JOINT REVIEW TID #10	11/17/2023	18.67	.00		
231 ch	EDGERTON REPORTER CO INC	128514	LEGAL NOTICE- PUBLIC HEARING TID #10	11/17/2023	35.19	.00		
Total 41057630820:					98.16	.00		
41157630820								
231 ch	EDGERTON REPORTER CO INC	128436	LEGAL NOTICE- PUBLIC HEARING TID #11	11/17/2023	43.70	.00		
231 ch	EDGERTON REPORTER CO INC	128498	LEGAL NOTICE- JOINT REVIEW TID #11	11/17/2023	18.67	.00		
231 ch	EDGERTON REPORTER CO INC	128507	LEGAL NOTICE- PUBLIC HEARING TID #11	11/17/2023	34.73	.00		
Total 41157630820:					97.10	.00		
60380840340								
575 ch	QUILL CORPORATION	108668956	PAPER	11/17/2023	3.66	.00		
Total 60380840340:					3.66	.00		
60380850210								
3690 c	CEDAR CORPORATION	117505	OUTREACH STORMWATER REVIEW	11/17/2023	450.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 60380850210:					450.00	.00		
60480840340								
575 ch	QUILL CORPORATION	108668956	PAPER	11/17/2023	3.65	.00		
Total 60480840340:					3.65	.00		
Grand Totals:					222,093.96	52,570.31		

Grand Total General Fund Vouchers: \$222,093.96
 Total Payroll Check Date 11/17/2023: \$82,163.31
 GRAND TOTAL OF GENERAL FUND: \$304,257.27

Finance Committee Members Signatures of Approval:

 TIMOTHY SHAW

 CANDY DAVIS

 SHAWN PREBIL

Report Criteria:
 Detail report.
 Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 Invoice Detail.Input Date = 11/17/2023
 Invoice Detail.Voided = No

Memo

To: Common Council
From: Staff
Date: 11/17/2023
Re: November 20, 2023 Meeting

Budget public hearing: The Council will hold the 2024 budget public hearing on Monday. No changes have been made since the last draft. Included in you packet is the resolution adopting the budget and the summary of levy supported funds.

Lead lateral replacement funding shortfall: The Water Utility applied for grant and low interest loan funding from the DNR Safe Drinking Water Fund (SDWF) to replace the remaining lead laterals. The Utility received the following award of grant funds:

- \$196,295 for private-side lateral replacement to cover a maximum of 25% of the costs
- \$203,688 for public-side lateral replacement to a maximum of 15% of the costs

The Utility also received low interest loan funds for costs not covered by grant funds. Interest rates on the loans are 1% for public side replacements and 0.25% for private side replacements.

Please recall the Water Utility applied for, and received, approval from the PSC to pay for up to 50% of the cost of the replacement of private-side laterals using rate payer funds. Had the Utility received private-side grant funds for 50% of the cost of the private-side replacements as opposed to 25%, the Utility would have all the funding needed to complete the project (50% grant and 50% loan). But because the private-side grant funding is limited to 25% of the cost, there is 25% funding gap. Based on estimated costs, this equates to approximately a \$206,388 shortfall. Assuming the City wishes to proceed with the removal of the remaining laterals, possible options to cover the shortfall are:

- The **City** would borrow the money to cover the shortfall from the SDWF at 0.25%. Using estimated costs, this would increase city debt payments by about \$10,500 per year. This would be added to the \$600,000 annual debt payment. This increase in debt service would increase taxes by approximately \$2 for every \$100,000 of assessed value.
- Use ARPA funds (not recommended if this eliminates the installation of solar which will reduce operating costs and preclude solar grant opportunities)
- Use City savings (not recommended given the interest rate currently being earned on savings compared to the loan interest rates)
- Use capital surplus funds
- Special assess property owners for 25% of the cost of private lateral replacement

The Utility Commission recommends completing the project and borrowing the funds.

Solar Request for proposals: Please recall the Council approved a contract with Upper 90 to prepare the request for proposals (RFP) and the scope of work for the installation of solar arrays at several city facilities. The RFPs are scheduled to be released in mid-December. Funding for this work is with ARPA funds.

The array proposed in the Energy Plan for the Wastewater Treatment Plant (WWTP) had a longer payback than the other facilities (24-30 years) primarily due to its western orientation. Upon further evaluation by Upper 90, the payback may actually be even longer due to the difficulty in constructing the ground mounted array on the steep slope. There are two alternatives that have the same costs but reduce the payback time. One option is to invest in a new Community Solar project Alliant Energy is constructing in Janesville. Investing in the Community Solar project would result in a payment to the city for the energy that is produced. Like with solar that is located at one of our facilities, the value of the investment can be measured in payback. The estimated payback for the Community Solar project is 11 years as compared to the array at the WWTP of 24-30 years.

The second option is to install an array at well #4 on Hain Road. Upper 90 is evaluating that option.

The Council should decide if we should include the array at the WWTP in the RFP or consider other options once the additional information is available.

Graceful LLC Payment: Please recall the city purchased the parcel on Marshview Court back from Graceful LLC. The city reduced the purchase price by \$1,000 due to the condition of the site. In the closing, the city offered to pay Graceful the full price (the additional \$1,000) if the owner of Graceful graded the site. The site has been graded, but after the agreed upon deadline. Should the City pay Graceful \$1,000?

Baker Tilly Engagement Letter: Baker Tilly has served as the city's auditors for many years. The attached engagement letter indicates that the City will hire Baker Tilly to perform auditing services for 2023. The last paragraph in Timing and Fees section (on page 8) indicates the services will continue from year to year. It has been 5 years since the city has approved this type of engagement letter and Baker Tilly requests the city approve a new engagement letter every 5 years.

Cedar Contract for 407 N Main Street: Following a meeting with the city, various departments of the DNR, city consultants, the party responsible for the contamination, and the potential developer, Cedar Corp put together a list of environmental services that will be needed to prepare the shoe factory site for redevelopment. Because the testing proposed in the contract is related to redevelopment, the party responsible for the contamination is not responsible to undertake or fund this testing. Staff believes the information gathered in this work would be needed for any redevelopment project so if a different project is proposed on the site, the information is still useful.

Task 1 in the attached, proposed contract relates to soils investigation. Task 1 will provide essential information to determine if we should undertake tasks 2-5. The contract allows for the City to cancel the services for later tasks if, for example, any of the test results indicate the site is not developable. In addition to the costs associated with the engineering services of Task 1, Task 1 will entail two different testing (drilling) operations for

which the city will contract directly. The estimated cost of the drilling is \$16,745. All of these costs are TIF eligible in the new TIF #11.

Noon and Five o'clock whistle: As the Council is aware, there has been a request to stop the operation of the noon and 5:00 whistle. Until a committee or the Council has an opportunity to consider the request, the whistle has been turned off. Please note this whistle is not part of emergency notification system. The meeting minutes from when this issue was discussed in 2017 are attached.

Some options the Council could consider regarding the operation of the whistle include:

- Do not change the whistle
- Operate the whistle at 5:00 only
- Modify the whistle so that it is quieter or blows for a shorter period. Estimated costs for this modification are unavailable at this point.
- Relocate the whistle, logically to an area farther away from residences. The two areas were considered in 2017, the cemetery and the west side industrial park. Estimated costs for this modification are unavailable at this point.
- Discontinue the whistle except for special occasions. Such as Saturdays or on the 4th of July, Memorial Day, etc.
- Discontinue the whistle.



Baker Tilly US, LLP
4807 Innovate Ln; PO Box 7398
Madison, WI 53707-7398
United States of America

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

November 7, 2023

Ms. Ramona Flanigan
City Administrator
City of Edgerton
12 Albion St
Edgerton, Wisconsin 53534

Dear Ms. Flanigan:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Edgerton (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the City of Edgerton as of and for the year ended December 31, 2023, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Edgerton with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Edgerton, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements
- > Schedule of Bond Covenant Information

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Edgerton'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 City of Edgerton's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response 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 evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > OPEB - related schedules
- > Pension - related schedules

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. 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 with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Edgerton and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

Ms. Ramona Flanigan
City of Edgerton

November 7, 2023
Page 4

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Edgerton complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Edgerton; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries
- > Civic Systems software

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

Ms. Ramona Flanigan
City of Edgerton

November 7, 2023
Page 5

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 an employee 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.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Edgerton must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Edgerton's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Edgerton hereby authorizes us to do so.

Ms. Ramona Flanigan
City of Edgerton

November 7, 2023
Page 6

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Edgerton's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Edgerton is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the City of Edgerton's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will 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 notice 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 expenditures through the date of termination. In the event that collection procedures are required, the City of Edgerton agrees to be responsible for all expenses of collection including related attorneys' fees.

Certain changes in the City of Edgerton's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote noted above. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new entities, divisions or subsidiaries; the development of new product lines or other significant changes in business operations; substantial modifications to financing arrangements; significant new employment or equity agreements; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

Ms. Ramona Flanigan
City of Edgerton

November 7, 2023
Page 7

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Ms. Ramona Flanigan
City of Edgerton

November 7, 2023
Page 8

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Edgerton, unless otherwise prohibited. In the event we are requested by the City of Edgerton or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Edgerton, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Edgerton if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Edgerton, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Edgerton with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Ms. Ramona Flanigan
City of Edgerton

November 7, 2023
Page 10

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Edgerton will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Edgerton violates this nonsolicitation clause, the City of Edgerton agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Ms. Ramona Flanigan
City of Edgerton

November 7, 2023
Page 11

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Edgerton by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Edgerton and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Edgerton's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Edgerton's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Andrea Jansen at 608 240 2338. Andrea will be the engagement partner on this engagement and is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards.

Sincerely,

BAKER TILLY US, LLP



The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

**Agreement for Environmental Services
between Cedar Corporation (ENGINEER)
and City of Edgerton (CLIENT)**

Authorization to Perform Professional Environmental Consulting Services

ENGINEER is hereby authorized to proceed with the Project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Environmental Services for 407 North Main Street, Edgerton, WI 53534

Project Understanding and Description: Several environmental site assessments have been performed at the 407 North Main Street, Edgerton, WI property (Site) as part of hazardous substance discharge responsibilities. The Client, though not the Responsible Party for environmental investigation and clean up activities under Wisconsin Administrative Code (WAC) NR 700-799, is requesting additional environmental assessment at the Site for future redevelopment purposes. In accordance with the Wisconsin Department of Natural Resources (WDNR) General Liability Clarification Letter (April 4, 2023), the CLIENT must follow the determinations listed below:

- If the City of Edgerton intends to use or redevelop the Property during or after cleanup activities have occurred, or the Property will remain in its current state and be accessible to the public (with or without access permission), the City of Edgerton should discuss proposed property uses and improvements with the DNR prior to taking any actions. Wis. Stat. § 292.11(9)(e)4. requires exempt LGUs to take actions the DNR determines are necessary to reduce to acceptable levels any substantial threat to public health or safety when the Property is developed or put into its intended use to maintain the LGU exemption.
- If soil is excavated at the Property, the City of Edgerton must determine whether the material is classified as a solid or hazardous waste and ensure that any storage, treatment, or disposal is in compliance with applicable state laws. The City of Edgerton must also comply with long-term continuing obligations, if applicable, associated with closed environmental case(s) at the Property.
- In addition, leaving the Property open to possible public use, even if not authorized, may require some action to both prevent public contact with environmental contaminants and maintain the exemption.

As such, the WDNR requires further delineation of the solid waste (leather strips) site and evaluation for the risk of methane gas prior to the redevelopment. The CLIENT has agreed to obtain this data for future developers. Therefore, to address the above-mentioned concerns, the CLIENT has requested this Limited Subsurface Assessment and the associated tasks are described below.

ENGINEER will provide environmental consulting services to CLIENT, as outlined in the below Proposed Scope of Work for the Site. The project involves the following tasks:

- Delineation of solid waste materials (leather strips).
- Evaluation of methane gas borings and gas readings.
- Preparation and submittal of Historic Fill Exemption (WDNR 4400-226)
- Materials Management Plan

- Environmental Consultation

Proposed Scope of Work: ENGINEER is proposing to provide the above-mentioned environmental consulting services, as requested by CLIENT. The Scope of Work for each task is detailed below.

1. Limited Subsurface Assessment will include activities to delineate the solid waste material, evaluate methane gas potential, and confirmation sampling at the petroleum release area. The Limited Subsurface Assessment task will include the following scope:
 - a. Project specific Health and Safety Plan for employees and subcontractors to review.
 - b. Utility clearance activities, including public and private line utility clearance. **Site Owner will provide any facility mapping of onsite utilities.**
 - c. Based on the existing data and work to-date, up to 16 soil borings will be advanced in the documented leather waste area. Up to five (5) of those soils borings will be advanced to a minimum of 15 feet below ground surface (bgs). The remaining 11 soil borings will be advanced to a minimum of 5 feet bgs. Soil borings will be advanced by Geoprobe®-push probe drilling methods.
 - d. Solid wastes material (leather strips) will be containerized in 55-gallon steel drums prepped for off-site disposal. One sample of the solid waste material will be collected and submitted for Protocol B analysis for waste determination. Pending analysis, the waste disposal will be contracted by the CLIENT for either solid or hazardous waste disposal. All soils will remain on the Site.
 - e. Up to six (6) additional soil borings will be advanced across the Site to five feet bgs (or just above the observed water table) and converted into a methane vent. Methane vents will be constructed with five feet of slotted 1-inch PVC riser to just below ground surface. Methane vents will be set with a steel flush mount protector below grade for potential additional monitoring. Only one sampling event is proposed.
 - f. Up to five (5) soil borings will be advanced in the area of the past petroleum release in the northern portion of the Site. Each soil boring will be advanced to 20 feet bgs, or until refusal depths.
 - g. Encountered soils will be geologically profiled by a Wisconsin-licensed Professional Geologist and if fill or waste is observed, the depth and thickness of such materials will be noted. A photographic log will document locations of soil borings and type of waste identified.
 - h. Soil borings advanced in the past petroleum release area will be geologically logged and soils will be field screened with a photoionization detector (PID).
 - i. All soil borings will be abandoned in the field in accordance with WAC, ch NR 141.25.
 - j. No more than two (2) soil samples will be collected from each soil boring for laboratory analysis of Petroleum Volatile Organic Compounds (PVOCs) and naphthalene.
 - k. Samples collected for laboratory analysis will be prepared for shipment under standard courier procedures and for standard (10 business day) turnaround time for results (4-day rush results are optional).
 - l. Results of the Limited Subsurface Assessment will be analyzed and documented in a Limited Subsurface Assessment report, delivered to the CLIENT electronically (.pdf). The report will include figures, tables, soil borings logs and abandonment forms, the analytical report, and a photo log.

Recommendations for any work beyond the proposed scope of work shown herein or attached will be made by ENGINEER while on site with drilling subcontractor. Proposed boring locations are provided on the Attached Figure 1 – Proposed Soil Boring Location Map.

2. Historic Fill Exemption Document will be prepared for WDNR submission under WDNR Bureau for Remediation and Redevelopment and Tracking System (BRRTS) Number 02-54-585677. The Historic Fill Exemption will include:
 - a. Report outlining existing conditions, summary of previous reports (Phase I and IIs, Site Investigations, etc.), the proposed or suggested development, and Environmental Management Plan, Figures, and plan sets (if available).
 - b. Historic Fill Exemption Form 4400-226.
 - c. Certification and Environmental Professional Statement.
3. Materials Management Plan will be prepared for development work and WDNR submission. The Materials Management Plan will document current conditions and appropriate waste management for contaminated materials (soil and groundwater) and encountered leather waste during development activities. The Materials Management Plan will be included with the Historic Fill Exemption. Construction Observation during the subsurface construction and clay capping of the Site will be documented with an on-site engineer.
4. Environmental Consultation for communication between the CLIENT and/or regulatory agency. Regulatory review fees are included in this task.

Method of Compensation: Work will be completed on a time and materials basis to provide the Proposed Scope of services, as described above.

** Note, project assumptions:*

- i. CLIENT or Site Owner will provide facility-owned utility diagrams.
- ii. Drums of leather strips will be treated as hazardous waste, unless analytical indicates otherwise.
- iii. Groundwater will not be evaluated.
- iv. Opinions, conclusions, and/or recommendations will be based on available data either through this assessment or publicly viewable documents from WDNR BRRTS.
- v. Site Owner will allow unrestricted access to the whole Site.
- vi. CLIENT or Site Owner can provide required information to ENGINEER in a timely manner.
- vii. Note the scope of work described above may indicate additional investigative work is necessary, dependent on sample results. Change in the scope of the Project may increase costs for the Project, CLIENT will be notified of any increase in cost prior to cost being incurred.
- viii. Soil samples submitted to the laboratory will not require QA/QC (duplicates, field blanks, equipment blanks, etc.) analysis.
- ix. All samples submitted for laboratory analysis will be submitted for standard-day turnaround time (10 business days). Expedited turnaround cost is identified below.

Estimated time and materials engineering costs (based on the above project scope of work and listed assumptions), are as follow:

Task 1: Limited Subsurface Assessment

Sampling and Reporting	\$8,800.00 ¹
Laboratory analysis (soil)	\$2,000.00 ²
Indirect Expense (mileage)	\$510.00
Task 1: Limited Subsurface Assessment Total	\$11,310.00³

Task 2: Historic Fill Exemption Document

Historic Fill Exemption Document	\$7,500.00
Task 2: Historic Fill Exemption Total	\$7,500.00

Task 3: Materials Management Plan

Materials Management Plan	\$5,600.00
Construction Observation	\$8,300.00
Task 3: Materials Management Plan Total	\$13,900.00

Task 4: Environmental Consultation

Environmental Consultation	\$3,000.00
WDNR Review Fees	\$1,400.00
Task 4: Environmental Consultation Total	\$4,400.00

Task 5: Wetland Exemption

Artificial Wetland Exemption	\$1,900.00
Task 5: Wetland Exemption Total	\$1,900.00

Estimated Total: **\$39,010.00^{1,2,3,4}**

¹Assumes three days in the field to complete the Limited Subsurface Assessment activities.

²A Standard turnaround time for analytical results is 10 business days (\$2,000.00). An expedited turnaround time of four business days will increase the soil laboratory fee to \$3,000.00.

³Fee may increase by \$500 per additional soil boring (laboratory, driller, and ENGINEER costs).

⁴Does not include driller fees as CLIENT will contract directly with driller.

ENGINEER Standard Rates:

<u>Title</u>	<u>Rate</u>
Surveyor	\$105
Scientist I/II	\$80 - \$105/hr
Scientist III	\$135/hr
Project Engineer	\$165/hr
Project Manager II	\$160/hr
GIS Specialist	\$115/hr
Vehicle Mileage	\$0.65/mile

This rate schedule, appended to any contract, is subject to annual adjustment.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date. Standard Terms and Conditions are attached. Any additional tasks from the CLIENT or the engineer performing the BRRTS case closure will be performed under the standard rates above.

Timetable: Weather dependent, the fieldwork can be completed based on authorization of CLIENT and information requested (project assumptions). Our anticipated schedule is detailed below. We currently have our drilling subconsultant tentatively scheduled for the weekend of November 27, 2023.

Project Task	Anticipated Start (week of)	Anticipated Completion (week of)
Amendment Authorization	November 13, 2023	November 13, 2023
Task 1 Start	November 27, 2023	December 25, 2023
Task 2 Start	December 18, 2023	January 15, 2023
Task 3 Start	December 18, 2023	December 15, 2023
Task 4 Start	November 13, 2023	January 29, 2024
Final Invoice	February 19, 2024	February 19, 2024

THIS ADDENDUM is hereby approved and executed this ____ day of _____, 2023.

CITY OF EDGERTON

CEDAR CORPORATION

By: _____

By: _____


Name: _____

Name: Dan O'Connell, P.G., CPG

Title: _____

Title: Environmental Manager

By: _____

By: 

Name: _____

Name: Mitch Evenson, CHMM

Cedar Project No.
Date: November 13, 2023

Title: _____

Title: Environmental Director

Attachment - Standard Conditions

PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.
- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.
- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in

this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.
- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.
- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.
- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

- 4.9 INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.
- 4.10 ALLOCATION OF RISKS.** To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.
- To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.
- 4.11 HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.
- 4.12 ACCESS.** Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.
- 4.13 REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.
- 4.14 AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 4.15 ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 4.16 DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.
- 4.17 NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 4.18 NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.
- 4.19 SEVERABILITY.** The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 4.20 AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 4.21 OTHER.** Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.