

AGENDA

The Regular Meeting of the Village of Eden Board – November 19, 2019, immediately following the 2020 Budget Hearing for the Village of Eden.

Village Office

104 Pine Street

Eden, WI 53019

1. CALL THE MEETING TO ORDER.

Pledge of Allegiance.

Roll Call

Minutes of the October 2019 meetings.

Regular

Park Commission

Interview-2

Treasurer's Report as of October 31, 2019.

Approval of Temporary Borrowing

Bills to pay for October/November 2019.

PTS Payment Request

WI DOT Payment Request.

NEAsphalt Payment Request

Building Inspection report.

2. Public Comments:

Limited to 10 minutes per concern.

3. NEW BUSINESS

Discussion and approval of Salary Scale

Adoption of budget for 2020

Approval of license

Operators License

Election

MOU with State

Contingency Plan

CTS Service Agreement

Laudolff Bond Return

Snow Removal Contract

PTS Payment

WI DOT Payment

Discussion and possible action for 2yr audit. Price attached

4. Sewer Plant and Park

ECC Parking Lot

ECC Parking Lot Light

RFP Discussion and Approval

5. UPDATE

MS4

Street Project.

Discussion regarding the area between Westphals and Vorwerks.

6. Board Members

Agenda Items for Next meeting.

Other Board Member Concerns

7. ADJOURN

Respectfully Submitted,

Sheila M Zook

THE PLACE TO GROW

October 15, 2019

THE REGULAR MEETING FOR THE VILLAGE OF EDEN BOARD:

1. CALL OF MEETING TO ORDER

The regular meeting of the Village of Eden Board was called to order by President Cory St Mary at 6:30 pm. Present were Cory St Mary, Jay Baumhardt, Joe Preston, Sheila Zook, Kelly Ouimette, Kevin Goebel, John Stommel and Andrea Abler.

Pledge of Allegiance was said.

Roll Call was taken.

A motion was made by Kevin Goebel and seconded by Kelly Ouimette to approve the minutes as presented. Motion Carried. John Stommel abstained

A motion was made by Jay Baumhardt and seconded by John Stommel to approve the treasurer's report as presented. Motion Carried.

A motion was made by Kevin Goebel and seconded by Kelly Ouimette to approve paying the bills as presented. Motion Carried.

Cory will check the area behind the Lakeside Property to see if PTS is complete.

A motion was made by Kelly Ouimette and seconded by John Stommel to approve temporary borrowing as needed. Motion Carried.

A motion was made by John Stommel and seconded by Jay Baumhardt to approve the building inspection report. Motion Carried.

2. PUBLIC COMMENT

John Birschbach appeared before the board regarding unblack topped/no concrete driveways. The Village board explained that this was not a requirement for residential properties that they only needed to have the approach and sidewalk made of concrete.

John Birschbach also stated that the property line pins have not been reset by the state at this time. Cory stated he would call Jeff Spaeth.

3. NEW BUSINESS

A motion was made by Jay Baumhardt and seconded by Kelly Ouimette to approve the operator's licenses as presented. Motion Carried.

A motion was made by Kevin Goebel and seconded by Jay Baumhardt to adopt the following amendment: Amendment to the Village of Eden, Fond du Lac County, Building and Mechanical Code for Communities seeking delegated authority. Motion Carried. See attached.

A motion was made by Jay Baumhardt and seconded by John Stommel to try to schedule interviews for the clerk/treasurer position for October 22, 2019 starting at 6pm at half hour intervals. Motion Carried.

MSA Landfill reports are complete and submitted.

The new managers at Manor Hill Park are Angie and David Heckman.

A motion was made by John Stommel and seconded by Kelly Ouimette to give Sue Furness a \$456.00 credit on her sewer bill due to disconnect when the main was installed. Motion Carried.

A motion was made by Jay Baumhardt and seconded by Kelly Ouimette to appoint Todd Gitter to the position of Village Trustee to replace Elizabeth Augustyn who resigned. Motion Carried.

Annual Joint Meetings will be held on October 21, 2019 beginning at 7 pm.

4. SEWER PLANT AND PARK UPDATE

Light pole in the Community Center parking lot will be completed soon.

Estimates for the Eden Community Center Parking lot redo are pending.

Curb Painting completed.

Argo has been called regarding the board walk estimate is \$4500.00

A motion was made by John Stommel and seconded by Kelly Ouimette to have interviews of the engineers for WWTP RFP on November 6, 2019 starting at 6pm, scheduling for ½ hour slots. Motion Carried.

5.UPDATES

Gene Eggert updated the board with the following information regarding his development:

- Continuing to clean up the front of the building
- Installed a new roof on West end of building
- Old Chimney is removed
- Garage door is in on East end of building
- Asbestos has been removed.
- No boiler or steam pipes will remain
- HVAC is being studied for best installation and use purposes
- JE Arthur is working on site plan for duplex development
- Plans on using the school for storage for the next two years.

A motion was made by John Stommel and seconded by Jay Baumhardt to approve the submittal of the MS4 plan as presented from Eric Otte. Motion Carried.

Streets update:

Southgate Drive looks great

- Grahl Avenue is cracking in one area.
- Main Street looks complete
- West Main Street continues to have issues.
- Pacer has been submitted to the state
- The mileage report has been submitted to the state.

EJAA is working on old lights in Floods lot and continues to work on fund raising items to finish lighting the park.

Discussion regarding the future purchases of the Fire Department were discussed. No action was taken.

Vincent property has had work done on it.

Discussion took place regarding the drainage problem between Westphal and Vorwerk property. The estimate is at \$12,480.00. Campbellsport school district was not in attendance to discuss further. No action was taken due to Representatives not showing at the meeting.

Update on who will be on the ballot at the April Election: Todd Gitter, Kelly Ouimette, and Joe Preston.

5. Board Members

A motion was made by John Stommel and seconded by Todd Gitter to have the Budget Hearing for 2020 on November 19, 2019 at 6:00pm with the monthly meeting to follow immediately. Motion Carried.

A motion was made by Kelly Ouimette and seconded by John Stommel to have the Village Caucus for 2020 on January 21, 2020 at 6pm with the monthly meeting to follow immediately. Motion Carried.

Sheila was asked to be sure to have the snow removal contract for the next meeting.

Jay has picked up two cats and a rabbit off the road.

Annual meeting concerns:

- Board walk
- Weeds in diamonds
- Broken bleachers
- Broken scoreboards
- Maintenance
- Scheduling
- Contributions
- Bills

Agenda items for next month:

Building Permit issues.

Dead Tree at end of Elizabeth Street

Sidewalk committee update
Installation of New Cluster Box.

PTS Update

LRIP Project Update – Grahl Avenue
Update on Candidate Search.

Annual meeting update for Park Commission.

7.Adjourn

A motion was made by Kelly Ouimette and seconded by John Stommel to adjourn the meeting. Motion Carried.

Respectfully submitted,

Sheila M Zook Clerk/Treasurer

EDEN PARK COMMISSION

ANNUAL MEETING

OCTOBER 21, 2019

The annual meeting was called to order by Cory St Mary following the Eden Community Center and the Eden Fire Department Meeting. Attendance sheet attached..

A motion was made by John Stommel and seconded by Brenda Gosein to approve the minutes as presented. Motion Carried.

A motion was made by Paul Tibbetts and seconded by Kevin Goebel to approve the treasurer's report. Motion carried.

A motion was made by Joe Preston and seconded by Brenda Gosein to pay the Eden Fire Department \$1789.00 for the insurance on the property. Motion Carried.

A motion was made by John Stommel and seconded by Paul Tibbetts to have the Village and Town each contribute \$10000.00 for 2020. Motion Carried.

Discussion took place regarding the weeds at the community park west. This issue will be addressed next spring.

Ed will have the urinals checked over when the park opens in the spring.

Steve said that lawn cutting was rough this year due to the weather. The soccer field is in rough shape and will need to be rolled. Bob Zook explained that they would move poles and do some landscaping if the ground ever dried out.

There is a sink hole between the drain and building.

Steve does not want to do scheduling and building maintenance for 2020. He will do the lawns with assistance.

It was decided that the following people would oversee the Eden Community Park West

Facility Maintenance Sharon Stommel

• Lawn and Field Maintenance Steve Ouimette with additional help

Scheduling Sheila Zook

It was suggested that a cabinet be built on the west wall of the concession stand for EJAA to lock their extra supplies in. Any bills should be given to the EPC for reimbursement.

A motion was made by Paul Tibbetts and seconded by Jay Baumhardt to do repairs on the boardwalk up to \$4500.00. Motion Carried.

Jay Baumhardt will repair the broken bleachers before Spring of 2020.

A motion was made by Jay Baumhardt and seconded by Paul Tibbetts to have Bob Zook investigate new score boards. Motion Carried.

The lights that have been installed have been paid for.

Discussion took place regarding making a grilling area for a gas grill. More information is needed.

A motion was made by John Stommel and seconded by Paul Tibbetts to increase the fee to \$300.00 for all tournaments not associated with the EJAA and to increase the security deposit to \$300.00. The fee less normal user fees will be given to the EJAA. Motion Carried.

A motion was made by Jay Baumhardt and seconded by Brenda Gosein to increase the fee to \$100.00 with a \$100.00 security deposit. Motion Carried.

A motion was made by Jay Baumhardt and seconded by Brenda Gosein to approve the fundraising activity of Makayla Stommel for the Gazebo Fund. Motion Carried.

A motion was made by Paul Tibbetts and seconded by Joe Preston to adjourn the meeting. Motion Carried.

Respectfully submitted,

Sheila M Zook

Secretary Treasurer

THE PLACE TO GROW

October 22, 2019

THE SPECAL MEETING FOR CLERK/TREASURER INTERVIEWS FOR THE VILLAGE OF EDEN BOARD:

1. CALL OF MEETING TO ORDER

The regular meeting of the Village of Eden Board was called to order by President Cory St Mary at 6:30 pm. Present were Cory St Mary, Jay Baumhardt, Joe Preston, Kevin Goebel, John Stommel, and Todd Gitter.

Pledge of Allegiance was said.

Roll Call was taken.

Interviews were given to two individuals, third individual did not show.

A motion was made by Jay Baumhardt and seconded by John Stommel to adjourn the interviews. Motion Carried.

Respectfully submitted,

Cory St Mary President

THE PLACE TO GROW

October 24, 2019

THE SPECAL MEETING FOR CLERK/TREASURER POSITION FOR THE VILLAGE OF EDEN BOARD:

1. CALL OF MEETING TO ORDER

The meeting of the Village of Eden Board was called to order by President Cory St Mary at 6:30 pm. Present were Cory St Mary, Jay Baumhardt, Joe Preston, Kevin Goebel, John Stommel, Todd Gitter, Kelly Ouimette, and Sheila Zook.

Pledge of Allegiance was said.

Roll Call was taken.

The candidates for the position were discussed. Sheila informed the board that an email was received from one candidate (forwarded to Cory) that stated she was not interested in the position at this time.

A motion was made by Joe Preston and seconded by John Stommel to offer the position to Kari Schlefke. Motion Carried.

A motion was made by John Stommel and seconded by Joe Preston to start her wage at \$19.45 per hour, \$2528.50 per month. This wage does not include any benefits. Motion Carried.

Start date was discussed.

A motion was made by John Stommel and seconded by Todd Gitter to adjourn the interviews. Motion Carried.

Respectfully submitted,

Sheila M Zook Clerk/Treasurer

Village of Eden - General Fund Balance Sheet

As of October 31, 2019

ASSETS		Oct 31, 19
Checking/Savings	ASSETS	
11116 · Checking · NEBAT 1,212.35 11117 · Investment General 19,135.5 11118 · Investment Recycling 1,981.97 11120 · Investment Fire Dept Purc 25,224.45 11121 · Investment Wheel Tax 34,000.88 Total Checking/Savings 81,555.40 Accounts Receivable 34,000.88 14000 · Accounts Rec. Park Commission 3,859.84 14100 · Accounts Rec. Eden Jr. Athletic 344.34 14200 · Eden Fire Department 169.84 15125 · Assessment Receivable - Other 2,500.00 15411 · Accounts Receivable Swer Plant 2,907.01 15450 · 2018 O&M NEBAT LOAN RECEIVABLE 1,168,520.00 Total Accounts Receivable Swer Plant 2,907.01 Other Current Assets 251.27 Total Other Current Assets 251.27 Total Other Current Assets 1,260,107.79 TOTAL ASSETS 1,260,107.79 TOTAL ASSETS 1,260,107.79 LIABILITIES & EQUITY Liabilities Other Current Liabilities 59.21 21310 · Payroll Liabilities 59.22 21315 · FlocA Payable		
11120 Investment Fire Dept Purc 25,224,45 11121 Investment Wheel Tax 34,000.88 34,000.88 Total Checking/Savings 81,555.40 Accounts Receivable 14000 Accounts Rec. Park Commission 3,859,84 14100 Accounts Rec. Eden Jr. Athletic 344,34 14200 Eden Fire Department 169,84 15125 Assessment Receivable Other 2,500.00 15411 Accounts Receivable Other 2,500.00 15411 Accounts Receivable Sewer Plant 2,907.10 15450 2018 O&M NEBAT LOAN RECEIVABLE 1,168,520.00 15411 Accounts Receivable 1,178,301.12 Other Current Assets 251.27 Total Accounts Receivable 1,178,301.12 Other Current Assets 251.27 Total Current Assets 251.27 Total Current Assets 251.27 Total Current Assets 1,260,107.79 TOTAL ASSETS	11116 · Checking - NEBAT	
Accounts Recivable 14000 - Accounts Rec. Park Commission 3,859.84 14100 - Accounts Rec. Eden Jr. Athletic 344.34 14200 - Eden Fire Department 169.84 15125 - Assessment Receivable - Other 2,500.00 15411 - Accounts Receivable - Other 15450 - 2018 O&M NEBAT LOAN RECEIVABLE Total Accounts Receivable Other Current Assets 12112 - Taxes Rec - Prior Year Total Other Current Assets 12112 - Taxes Rec - Prior Year Total Current Assets 1,260,107.79 TOTAL ASSETS 1,260,107.79 TOTAL ASSETS 1,260,107.79 LIABILITIES & EQUITY Liabilities Other Current Liabilities 21310 - Payroll Liabilities 21310 - Payroll Liabilities 21310 - Payroll Liabilities - 21311 - Medicare Tax Payable 21311 - Payroll Liabilities - 21310 - Payroll Liabilities - 21310 - Payroll Liabilities - 21310 - Payroll Liabilities - 21311 - Payroll Liabil	11120 · Investment Fire Dept Purc	25,224.45
14000 · Accounts Rec. Park Commission 3,859,84 14100 · Accounts Rec. Eden Jr. Athletic 344,34 14200 · Eden Fire Department 169,84 15125 · Assessment Receivable - Other 2,500,00 15411 · Accounts Receivable Sewer Plant 2,907,10 15450 · 2018 O&M NEBAT LOAN RECEIVABLE 1,168,520,00 Total Accounts Receivable 0ther Current Assets 251,27 Total Other Current Assets 251,27 Total Other Current Assets 251,27 Total Current Assets 1,260,107,79 TOTAL ASSETS 1,260,107,79 LIABILITIES & EQUITY Liabilities Current Liabilities 21310 · Payroll Liabilities 21313 · Medicare Tax Payable 59,21 21314 · Deferred Compensation Pay 285,02 21315 · FICA Payable 306,03 Total 21310 · Payroll Liabilities · Other 306,03 Total Other Current Liabilities 5,458,90 21715 · Building Permits Bonds 4,800,00 Total Current Liabilities 5,458,90 21118 · 2018 NEBAT LOAN FOR O&M 1,168,520,00 21119 · 2019 Streets Loan 530,000,00 <td< td=""><td>Total Checking/Savings</td><td>81,555.40</td></td<>	Total Checking/Savings	81,555.40
Other Current Assets 251.27 Total Other Current Assets 251.27 Total Current Assets 1,260,107.79 TOTAL ASSETS 1,260,107.79 LIABILITIES & EQUITY Liabilities Current Liabilities 21310 · Payroll Liabilities 21313 · Medicare Tax Payable 59.21 21314 · Deferred Compensation Pay 285.02 21315 · FICA Payable 8.64 21310 · Payroll Liabilities - Other 306.03 Total 21310 · Payroll Liabilities - Other 306.03 Total Other Current Liabilities 558.90 21715 · Building Permits Bonds 4,800.00 Total Other Current Liabilities 5,458.90 Total Current Liabilities 5,458.90 Long Term Liabilities 5,458.90 Long Term Liabilities 530,000.00 Total Long Term Liabilities 1,168,520.00 21118 · 2018 NEBAT LOAN FOR O&M 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Liabilities 1,703,978.90 Equity 3000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings </td <td>14000 · Accounts Rec. Park Commission 14100 · Accounts Rec. Eden Jr. Athletic 14200 · Eden Fire Department 15125 · Assessment Receivable - Other 15411 · Accounts Receivable Sewer Plant</td> <td>344.34 169.84 2,500.00 2,907.10</td>	14000 · Accounts Rec. Park Commission 14100 · Accounts Rec. Eden Jr. Athletic 14200 · Eden Fire Department 15125 · Assessment Receivable - Other 15411 · Accounts Receivable Sewer Plant	344.34 169.84 2,500.00 2,907.10
12112 · Taxes Rec - Prior Year 251.27 Total Other Current Assets 251.27 Total Current Assets 1,260,107.79 TOTAL ASSETS 1,260,107.79 LIABILITIES & EQUITY Liabilities Current Liabilities 0ther Current Liabilities 21310 · Payroll Liabilities 59.21 21313 · Medicare Tax Payable 59.21 21314 · Deferred Compensation Pay 285.02 21315 · FICA Payable 8.64 21310 · Payroll Liabilities - Other 306.03 Total 21310 · Payroll Liabilities 658.90 21715 · Building Permits Bonds 4,800.00 Total Other Current Liabilities 5,458.90 Long Term Liabilities 5,458.90 Long Term Liabilities 5,458.90 Total Current Liabilities 1,168,520.00 21118 · 2018 NEBAT LOAN FOR O&M 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 3000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings <	Total Accounts Receivable	1,178,301.12
Total Current Assets 1,260,107.79 TOTAL ASSETS 1,260,107.79 LIABILITIES & EQUITY Liabilities Current Liabilities 21310 - Payroll Liabilities 21313 - Medicare Tax Payable 59.21 21314 - Deferred Compensation Pay 285.02 21315 - FICA Payable 8.64 21310 - Payroll Liabilities - Other 306.03 Total 21310 - Payroll Liabilities 658.90 21715 - Building Permits Bonds 4,800.00 Total Other Current Liabilities 5,458.90 Long Term Liabilities 5,458.90 Long Term Liabilities 5,458.90 Long Term Liabilities 1,168,520.00 21119 - 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 3000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -407,743.87 Total Equity -443,871.11		251.27
TOTAL ASSETS 1,260,107.79 LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities 21310 · Payroll Liabilities 21313 · Medicare Tax Payable 59.21 21314 · Deferred Compensation Pay 285.02 21315 · FICA Payable 8.64 21310 · Payroll Liabilities - Other 306.03 Total 21310 · Payroll Liabilities 658.90 21715 · Building Permits Bonds 4,800.00 Total Other Current Liabilities 5,458.90 Long Term Liabilities 5,458.90 Long Term Liabilities 5,458.90 21119 · 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,168,520.00 Total Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 3000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income 4407,743.87 Total Equity -443,871.11	Total Other Current Assets	251.27
LIABILITIES & EQUITY Liabilities Current Liabilities 21310 · Payroll Liabilities 21313 · Medicare Tax Payable 59.21 21314 · Deferred Compensation Pay 285.02 21315 · FICA Payable 8.64 21310 · Payroll Liabilities - Other 306.03 Total 21310 · Payroll Liabilities 658.90 21715 · Building Permits Bonds 4,800.00 Total Other Current Liabilities 5,458.90 Total Current Liabilities 5,458.90 Long Term Liabilities 5,458.90 21118 · 2018 NEBAT LOAN FOR O&M 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,698,520.00 Total Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 41,234.10 39000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -407,743.87 Total Equity -443,871.11	Total Current Assets	1,260,107.79
Liabilities Current Liabilities Other Current Liabilities 21310 · Payroll Liabilities 21313 · Medicare Tax Payable 59.21 21314 · Deferred Compensation Pay 285.02 21315 · FICA Payable 8.64 21310 · Payroll Liabilities - Other 306.03 Total 21310 · Payroll Liabilities 658.90 21715 · Building Permits Bonds 4,800.00 Total Other Current Liabilities 5,458.90 Long Term Liabilities 5,458.90 Long Term Liabilities 1,168,520.00 21118 · 2018 NEBAT LOAN FOR O&M 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 41,234.10 39000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -407,743.87 Total Equity -443,871.11	TOTAL ASSETS	1,260,107.79
21715 · Building Permits Bonds 4,800.00 Total Other Current Liabilities 5,458.90 Total Current Liabilities 5,458.90 Long Term Liabilities 1,168,520.00 21118 · 2018 NEBAT LOAN FOR O&M 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 41,234.10 39000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -407,743.87 Total Equity -443,871.11	Liabilities Current Liabilities Other Current Liabilities 21310 · Payroll Liabilities 21313 · Medicare Tax Payable 21314 · Deferred Compensation Pay 21315 · FICA Payable	285.02 8.64
Total Other Current Liabilities 5,458.90 Total Current Liabilities 5,458.90 Long Term Liabilities 1,168,520.00 21118 · 2018 NEBAT LOAN FOR O&M 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 41,234.10 39000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -407,743.87 Total Equity -443,871.11	Total 21310 · Payroll Liabilities	658.90
Total Current Liabilities 5,458.90 Long Term Liabilities 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 41,234.10 39000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -443,871.11	21715 · Building Permits Bonds	4,800.00
Long Term Liabilities 1,168,520.00 21118 · 2018 NEBAT LOAN FOR O&M 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 41,234.10 39000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -447,743.87 Total Equity -443,871.11	Total Other Current Liabilities	5,458.90
21118 · 2018 NEBAT LOAN FOR O&M 1,168,520.00 21119 · 2019 Streets Loan 530,000.00 Total Long Term Liabilities 1,698,520.00 Total Liabilities 1,703,978.90 Equity 41,234.10 39000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -407,743.87 Total Equity -443,871.11	Total Current Liabilities	5,458.90
Total Liabilities 1,703,978.90 Equity 30000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -407,743.87 Total Equity -443,871.11	21118 · 2018 NEBAT LOAN FOR O&M	
Equity 30000 · Opening Bal Equity 39000 · Retained Earnings Net Income 41,234.10 -77,361.34 -407,743.87 Total Equity -443,871.11	Total Long Term Liabilities	1,698,520.00
30000 · Opening Bal Equity 41,234.10 39000 · Retained Earnings -77,361.34 Net Income -407,743.87 Total Equity -443,871.11	Total Liabilities	1,703,978.90
	30000 · Opening Bal Equity 39000 · Retained Earnings	-77,361.34
TOTAL LIABILITIES & EQUITY 1,260,107.79	Total Equity	-443,871.11
	TOTAL LIABILITIES & EQUITY	1,260,107.79

Village of Eden - General Fund Profit & Loss

October 2019

	Oct 19
Income 41140 · Mobile Home Parking Fees 42000 · Assessment Revenue 42007 · MAILBOX REVENUE	4,993.56 125.00
Total 42000 · Assessment Revenue	125.00
42209 · WI DOT INCOME 41170 · Wheel Tax Revenue 43531 · WI HWY Aides	1,328.00 2,888.59
Total 42209 · WI DOT INCOME	4,216.59
44100 · License Revenue 44102 · Operator's License 44200 · Dog & Cat License Rev.	30.00 27.00
Total 44100 · License Revenue	57.00
44300 · Bldg Permit Fees 48110 · Interest Revenue Temp Inv	1,933.50 47.32
Total Income	11,372.97
Gross Profit	11,372.97
Expense 51000 · General Government Expense 51100 · Payroll Expenses 51100.1 · 51100.01 Medicare Taxes Exp. 51101.1 · 51101.01 FICA Taxes Expense 51102.1 · Deferred Comp. Expense 51100 · Payroll Expenses · Other	37.75 39.20 73.90 -131.68
Total 51100 · Payroll Expenses	19.17
51110 · Salary Expenses 51410.1 · Salary/Mtg Clerk/Treas	1,640.00
Total 51110 · Salary Expenses	1,640.00
51412.1 · Election Expense 51430.1 · Services - Office 51435.1 · Services - Computer 51450.1 · Office Supply Expense 51460.1 · Phone Expense 51470.1 · Internet Access Expense 51900.1 · Dues Subscriptions Mtg 51950.1 · Employee Bond 51960.1 · Maps 51970.1 · CURBSIDE CLUSTER BOX EXPENSES.	0.00 64.39 128.00 38.00 213.63 144.37 187.36 100.00 168.00 1,572.59
Total 51000 · General Government Expense	4,275.51
52100 · Protection Expense 52410.2 · Building Inspection	3,103.20
Total 52100 · Protection Expense	3,103.20
53710.3 · Garbage Collection Exp 54200 · Construction Expense 54210.4 · Engineer Streets Hwy Curbs 54240.4 · STORM WATER MGMT EXPENSE 54310.4 · Construct Streets Hwy Curb 54420.4 · Street Ltg Exp	3,894.41 110.00 1,638.00 5,062.36 1,420.20
Total 54200 · Construction Expense	8,230.56

Village of Eden - General Fund Profit & Loss

October 2019

	Oct 19
55240 · Recreation Expense 55250.5 · Recreation Exp - Village Park 55260.5 · Recreation Exp Reagan	578.11 -1,312.88
Total 55240 · Recreation Expense	-734.77
59720 · Recycling Expense 59720.1 · Recycling Expenses	1,908.08
Total 59720 · Recycling Expense	1,908.08
59725 · Miscellaneous Expense 59900.8 · Miscellaneous Exp 59950.8 · TRUCK/PER DIEM EXPENSE	0.00 100.00
Total 59725 · Miscellaneous Expense	100.00
Total Expense	20,776.99
Net Income	-9,404.02

Village of Eden - Operation & Maintenance Balance Sheet

As of October 31, 2019

	Oct 31, 19
ASSETS	
Current Assets	
Checking/Savings 10230 · NEBAT Checking	2,189.97
10230 · NEBAT Checking 10240 · NEBAT Investment Savings - \n\(\ell\) \rightarrow \(\text{NEBAT Investment Replacement}\)	199,325.49
10250 · NEBAT Investment Replacement	61,033.39
Total Checking/Savings	262,548.85
Accounts Receivable	
14200 · Accounts Receivable	23,579.22
14500 · A/R General Government	89.35
Total Accounts Receivable	23,668.57
Other Current Assets	1,760.00
14600 · 2006 - OFFICE FURNITURE 14601 · 2016 PHONE SYSTEM M110 RTU	2,597.40
1499 · Undeposited Funds	342.00
Total Other Current Assets	4,699.40
Total Current Assets	290,916.82
Fixed Assets	
31200 · 2018 TWO CHANNEL BENCHTOP METER	2,223.32
31302 · SANITARY SEWER MAINS 31203 · 2018 Engineering Expenses	73,942.48
31204 · 2018 CONSTRUCTION ON MAINS	876,510.01
31205 · 2019 Engineering Expenses	9,349.80
31206 · 2019 CONSTRUCTION COSTS OF MAIN	188,497.31
31300 · Sewage Collecting System Mains	156,327.87
31301 · 2016 ENGINEERING SEWER MAIN ST	2,452.05
31311 · 2015 SEWER LATERAL INSTALL	5,332.37
31312 · 2017 Engineering-SS Hwy 45 31313 · 2017-2018 MAIN STREET SEWER REP	1,105.60 8,309.30
36801 · 2017 ENGINEERING FOR MAIN LINES	10,689.80
Total 31302 · SANITARY SEWER MAINS	1,332,516.59
33000 · Land	30,616.91
33050 · Trailer	2,385.40
33055 · 2018 New Holand Boomer Tractor	22,488.66
33075 · 2016 PUSH MOWER	610.62 6,000.00
33080 · 2019 Furnance Replacement 33100 · Sewage Treatment Plant	52,301.26
33200 · Sewage Treatment - New Plant	909,694.01
33300 · Storage Expansion Sewer Plant	488,246.40
34000 · INFILTRATION STUDY OF S.S. LINE	33,953.12
34500 · SUMP PUMP INSPECTIONS	1,954.00
35000 · WASTEWATER FACILITY STUDY	30,663.06 4,985.63
36000 · FLOOD PLAIN STUDY 36200 · 2015 REPAIRS	4,965.63
36205 · 2015 SAMPLER CONTROLLER	2,094.00
36210 · 2015 ACCESS DOORS AND COVERS	4,571.50
36225 · 2015 PUMP REPAIRS	1,945.69
36250 · 2015 -SAMPLER CONTROLLER	2,094.00
36500 · 2015 SEWER PLANT PUMPS	2,180.67
36550 · 2015 BLOWER REBUILD	<u>2,252.10</u> 15.137.96
Total 36200 · 2015 REPAIRS 36300 · 2016 REPAIRS	15,157.90
36300 · 2016 REPAIRS 36301 · 2016 WELL REPLACEMENT	10,079.72
36310 · 2016 PUMP/COVER REPAIRS	38,618.03
36320 · 2016 STIRRING PROBE	640.45
Total 36300 · 2016 REPAIRS	49,338.20

8:16 AM 11/13/19 Accrual Basis

Village of Eden - Operation & Maintenance Balance Sheet

As of October 31, 2019

	Oct 31, 19
36400 · 2017 REPAIRS 36401 · 2017 REPAIRS AT WWTP	1,129.60
Total 36400 · 2017 REPAIRS	1,129.60
36450 · 2018 Repairs 36451 · 2018 Repairs at Plant	3,861.29
Total 36450 · 2018 Repairs	3,861.29
37899 · GENERAL PLANT - ALL 37900 · 2003 General Plant BEGIN BAL 37910 · 2010 GENERAL PLANT IMPROVEMENTS 37915 · 2015 GENERAL PLANT IMPROVEMENTS	1,468.00 2,940.00 5,072.01
Total 37899 · GENERAL PLANT - ALL	9,480.01
38000 · Accumulated Depreciation	-1,705,926.57
Total Fixed Assets	1,291,659.47
TOTAL ASSETS	1,582,576.29
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities 43500 · Payroll Liabilities 43510 · WI WH PAYABLE 43520 · SS PAYABLE 43530 · MEDICARE PAYABLE 43540 · FEDERAL WH PAYABLE 43550 · DEFERRED COMP PAYABLE	793.70 39.80 258.45 1,281.00 1,467.66
Total 43500 · Payroll Liabilities	3,840.61
Total Other Current Liabilities	3,840.61
Total Current Liabilities	3,840.61
Long Term Liabilities 43320 · 2018 NEBAT MAIN LOAN	1,168,520.00
Total Long Term Liabilities	1,168,520.00
Total Liabilities	1,172,360.61
Equity 51000 · Opening Bal Equity 51600 · Unappropriated Earned Surplus 57100 · Contribution in Aide of Const. 57200 · Industry Share of Construction 57300 · Federal Grant Aid Construction 57400 · WI Grant Aid Construction 57500 · Capital Pd in by Municipality 57700 · Retained Earnings Net Income	-319,094.02 -147,525.70 84,208.27 385,417.29 71,624.86 450,825.00 106,046.48 -353,940.69 132,654.19
Total Equity	410,215.68
TOTAL LIABILITIES & EQUITY	1,582,576.29

Village of Eden - Operation & Maintenance Profit & Loss

October 2019

	Oct 19
Income 62100 · Flat Rate Sewer Fees 62150 · RAILROAD LEASE REVENUE 63100 · Customer Penalties 63300 · Interest on Investments 64000 · Miscellaneous Revenue	75,392.20 426.04 402.06 113.21 15,334.47
Total Income	91,667.98
Expense 81000 · Payroll Expenses 81100 · Social Security EXPENSE 81200 · MEDICARE EXPENSE 81300 · DEFERRED COMP EXPENSE	19.90 129.23 322.18
Total 81000 ⋅ Payroll Expenses	471.31
82000 · Supervision and Labor 82100 · Power and Fuel Expense 82750 · Rail Road Lease Expense 83100 · Maintenance Expense 84000 · Billing and Accounting Expense 84999 · INTERNET & TELEPHONE 85000 · Telephone Expense 85050 · INTERNET EXPENSE	7,107.00 34.39 426.04 241.80 1,805.33 497.40 109.84
Total 84999 · INTERNET & TELEPHONE	607.24
85110 · OFFICE SUPPLY 85100 · Office Supply Expense	-28.00
Total 85110 · OFFICE SUPPLY	-28.00
85250 · Insurance - Health 85550 · Per Diem Expense	1,747.63 383.76
Total Expense	12,796.50
Net Income	78,871.48



Village of Eden

Invoice

Page: 1

Invoice Number: 0062768-IN

Invoice Date: 10/31/19

Terms: Net 30 Days

Due Date: 11/30/19

Invoice Total:

1,740.15

Salesperson: 0000

Customer Number: 11-EDEN

Customer P.O.:

PO BOX 65 Eden, WI 53019

WI - Invoicing

Accessory Structure/Deck - Res 96.00 10/01/19 90.00 86.4 68.5 19EDEN-0059-19-10B Subtotal 10/01/19 90.00 188.9 19EDEN-0059-19-10B Subtotal 10/08/19 90.00	Fee Type	Am	ount Paid	Paid Date	Meritage %	Due to Meri	itage
Accessory Structure/Deck - Res 96.00 10/01/19 90.00 86.4 85.5 189.9 90.00 19EDEN-0069-19-10B Subtotal 90.00 10/01/19 90.00 189.9 90.00 189.00 90			101 N	orth Elizabeth Street,	Eden, WI 53019	essory Structure (Resid	enti
Accessory Structure/Deck - Res 96.00 10/01/19 90.00 58.6 58.5 19EDEN-0059-19-10B Subtotal 65.00 10/01/19 90.00 58.6 58.5 19EDEN-0059-19-10B Subtotal 90.00 10/08/19 90.00 90.0	Plan Review Remode	I - Resider	50.00	10/01/19	90.00	4	15.00
19EDEN-0059-19-10B Subtotal 19EDEN-0059-19-10P	Accessory Structure/D	Deck - Res	96.00	10/01/19			86.40
Permit # 19EDEN-0060-19-10P	Res.Zoning Accessory	y/Fence/De	65.00	10/01/19	90.00	5	8.50
Plumbing-NSFR outside Sewer 100.00 10/08/19 90.00 90	19EDEN-0059-19-10E	3 Subtotal				18	9.90
Plumbing-NSFR outside Sewer 100.00 10/08/19 90.00 90.00 90.00	Permit # 19EDEN-00	060-19-10P	119 E	ast Main Street, Eden	, WI 53019	Outside Sewer C	Only
Permit # 19EDEN-0061-19-10P Subtotal 303 East Main Street, Eden, WI 53019 Commercial Alteration	Plumbing-NSFR outsi	de Sewer	100.00	10/08/19	90.00		
Electrical - Replacement/Misc Itr	19EDEN-0060-19-10P	Subtotal					0.00
Electrical - Replacement/Misc ltt	Permit # 19EDEN-00	061-19-10BEPH	303 E	ast Main Street, Eden	, WI 53019	Commercial Altera	tion
HVAC - Replacement/Misc Item:	Electrical - Replaceme	ent/Misc Ite					
Remodel - Commercial 935.00 10/08/19 90.00 54.0	HVAC - Replacement/	Misc Item:					
Decupancy/Temp Occupancy/CI			935.00				
Plumbing - Replacement/Misc It 100.00 10/08/19 90.00 90.00 1,255.5			60.00	10/08/19			
1,255.51 1,255.51	Plumbing - Replaceme	ent/Misc It	100.00	10/08/19			
Electrical - New Building Alteratii	19EDEN-0061-19-10B	EPH Subtotal					
Electrical - New Building Alteration 19EDEN-0062-19-10E Subtotal 10/11/19 90.00 54.00 54.00 19EDEN-0062-19-10E Subtotal 110 J P Court, Eden, WI 53019 90.00 60.75 60.75 19EDEN-0063-19-10P Subtotal 67.50 10/22/19 90.00 60.75 60.75 19EDEN-0063-19-10P Subtotal 67.50 10/22/19 90.00 60.75 60.75 19EDEN-0063-19-10P Subtotal 100.00 10/28/19 90.00 90.00 90.00 90.00 19EDEN-0064-19-10ES Subtotal 100.00 10/28/19 90.00 90.00 90.00 90.00 90.00 19EDEN-0064-19-10ES Subtotal 10.00 10/28/19 90.00 90.00 90.00 90.00 90.00 19EDEN-0064-19-10ES Subtotal 1.695.15 1.695.15 1.695.15 1.695.15 1.695.15 1.740.	Permit # 19EDEN-00	062-19-10E	123 E	ast Main Street, Madis	son, WI 53703	ctrical Permit - Commer	cial
Permit # 19EDEN-0063-19-10P	Electrical - New Buildin	ng Alterati	60.00	10/11/19	90.00	5.	4 00
Plumbing - Alteration - Residenti	19EDEN-0062-19-10E	Subtotal					
Plumbing - Alteration - Residenti	Permit # 19EDEN-00	63-19-10P	110 J	P Court, Eden, WI 530	19	Plumbing C	nly
19EDEN-0063-19-10P Subtotal 60.75 Permit # 19EDEN-0064-19-10ES 108 West Main Street, Eden, WI 53019 90.00 90.00 Early Start Permit - Commercial 100.00 10/28/19 90.00 90.00 19EDEN-0064-19-10ES Subtotal 90.00 90.00 WI - Invoicing	Plumbing - Alteration -	- Residenti	67.50	10/22/19	90.00		-
Sarly Start Permit - Commercial 100.00 10/28/19 90.00 90.00	19EDEN-0063-19-10P	Subtotal					
Sarly Start Permit - Commercial 100.00 10/28/19 90.00 90.00	Permit # 19EDEN-00	64-19-10ES	108 W	est Main Street, Eden	, WI 53019	ly Start (Commercial Mi	sc./
## 19EDEN-0064-19-10ES Subtotal ## 90.00 ## Invoicing Summary Fee Type ItemCode	Early Start Permit - Co	ommercial	100.00	10/28/19	90.00	-	
Summary Fee Type ItemCode	19EDEN-0064-19-10E	S Subtotal					
ItemCode Description Amount	WI - Invoicing						
/PERMITS Building Permits 1,695.15 /PLAN REVIEW Total Plan Review Services 45.00 1,740.15 1,740.15 Please Remit Payments to: SAFEbuilt, LLC Net Invoice: Freight: 0.00 3755 Precision Dr. Suite 140 Loveland CO 80538 Freight: 0.00	Summary Fee Type						
/PLAN REVIEW Total Plan Review Services 45.00 / 1,740.15 Please Remit Payments to: SAFEbuilt, LLC Net Invoice: Freight: 0.00	ItemCode	Description		<u>Amou</u>	<u>nt</u>		
Total	/PERMITS	Building Perm	its	1,695.1	5		
1,740.15	/PLAN REVIEW	Plan Review S	Services	45.0	00		
Presse Remit Payments to: SAFEbuilt, LLC Freight: 0.00	Total						
3755 Precision Dr. Suite 140 Loveland CO 80538	Please Remit Payments to	· SAEEbuilt 11.0				Net Invoice: 1,74	0.15
Sales Tax: 0.00			= 20			Freight:	0.00
	5700 FIECISION Dr. Suite 14	+U Loveland, CO 80	೦ುರ			Sales Tax:	0.00

ELECTION SECURITY SUBGRANT PROGRAM

MEMORANDUM OF UNDERSTANDING BETWEEN

THE WISCONSIN ELECTIONS COMMISSION

AND

VILLAGE OF EDEN, FOND DU LAC COUNTY

1. PARTIES

The parties to this Memorandum of Understanding (hereinafter referred to as "MOU" or "agreement) are the Wisconsin Elections Commission (hereinafter referred to as the "WEC' or the "Commission") and the County of Fond du Lac, Village of Eden in Fond du Lac County, Wisconsin. The Commission is the state agency providing an election security subgrant to the county, city, village or township. The County, City, Village or Town identified above is the entity receiving a local election security subgrant from The Commission and is referred to herein as the "Receiving Jurisdiction." By signing and dating this agreement, the participating County City Village or Town agrees to the terms of this agreement with the Commission.

2. PURPOSES

This purpose of this MOU is set forth the requirements that counties, cities, villages and towns must meet in order to eligible to receive an election security subgrant from the Commission and the requirements for the use of the funds. The subgrant program is funded by an election security grant the commission received from the Federal Government.

The purpose of the local election security subgrant is to help improve overall election security statewide by providing counties, cities, villages, and towns across the State of Wisconsin with federal election security funds to implement baseline security measurers based on specific needs of the jurisdiction.

3. SUBGRANT PROGRAM REQUIREMENTS

- A. Introduction
 - The Commission's Election Security Subgrant Program ("Subgrant") is intended to fund jurisdictions with the greatest election security needs, meaning jurisdictions that need funds to meet certain baseline security measures as defined below and in the relevant Appendices.
- B. Establish and Maintain Baseline Security Requirements No subgrant funds shall be provided to the receiving jurisdiction unless it certifies that the funds received will be used so that all baseline security measures described below will be met by the program deadline. A description of each of the requirements, and options for how to comply with each of the requirements is listed below, and in some instances in an attached Appendix.

The Baseline Security Requirements are as follows:

 Process Computer Hardware and Software That Meets or Exceeds Baseline Security Standards

The Computer hardware and software used by the receiving jurisdiction for election business shall comply with the baseline security standards set by the Commission (See Appendix B)

The Receiving Jurisdiction has two options to achieve compliance with this baseline requirement:

OPTION 1: Purchase a Compliant Device. If a jurisdiction does not have compliant hardware or software, \$600.00 of the subgrant funds may be used to purchase a compliant hardware device from authorized providers on the state contract or to locate and purchase complaint hardware and software on their own from other vendors not on the state contract. (See Appendix C for information how to purchase compliant hardware and software.)

OPTION 2: Update Operating System to Windows 10. If a jurisdiction is currently using the Windows 7 operating system on a jurisdiction owned computer used to conduct election related business, and the computer and software are otherwise compliant, \$200 of the subgrant funds may be requested to upgrade the operating system. Note that this option requires ongoing IT support to ensure systems stay current (see Appendices C-6 and C-3 for information about operating system updates and obtaining IT support.)

 Possess Information Technology (IT) Support Capable of Maintaining Minimum Security Standards

The Receiving jurisdiction shall certify that it is able to maintain the computer hardware and software in accordance with the security policy set by the Commission, which means it must have competent in-house or contracted IT support.

A jurisdiction may request \$500.00 of subgrant funds to achieve compliance with this baseline requirement in one of the following ways:

OPTION 1: Contract with a Managed Service Provider. A jurisdiction may use its subgrant funds to contract with a managed IT support provider to maintain minimum standards. After entering into a managed service provider agreement, the local election jurisdiction will certify that it has compliant IT support and provide documentation detailing its support with its Election Security Grant Compliance Form. (See Appendix C-3 on choosing an IT support provider). OPTION2: Possess in-house, shared, or contracted IT staff that maintains minimum standards. The local election jurisdiction will certify that it has complaint IT support and provide the documentation detailing its support on its Election Security Grant Compliance Form. The documentation or description submitted should clearly outline the support provided and term of service provided.

3) Complete WEC Election Security Training Requirements (In-Person and On-Demand)

In- Person. The receiving jurisdiction shall certify that an individual from the jurisdiction (usually the clerk) has previously attended an Election Security Tabletop Exercise (TTX), Roundtable Exercise, other in-person WEC-sponsored security training OR shall certify that an individual from the jurisdiction will attend one of those events prior to the applicable deadline. The jurisdiction may request \$100.00 of subgrant funds to offset costs of travel and staff time for attending one future in-person training event.

Online. The receiving jurisdiction shall also certify that each employee of the jurisdiction that performs elections work has either completed or will complete six on-line based cyber security training modules (Securing WisVote Series) developed by the Commission. The online cyber security training modules are currently accessed through the Commission's Learning Center (on-line) and are free to complete.

4) Draft and Submit an Elections Security Contingency Plan

The receiving jurisdiction shall certify that it has a contingency plan currently in place OR it will create a contingency plan to address election security emergencies in the jurisdiction. The jurisdiction shall submit a copy of the contingency plan to the Commission by the subgrant program deadline.

4. SECURITY NEEDS SELF-ASSESSMENT AND CERTIFICATION

This section of the agreement will be used to assess the election security needs of the receiving jurisdiction and will allow the jurisdiction to certify that it will meet the baseline security requirements outlined in Section 3. B of the agreement.

A. Baseline Security Requirements (Maximum of \$1,200 Available)

Instructions: The receiving jurisdiction shall complete the information requested below.

1.	The computer used in the receiving jurisdiction for election-related business is owned by the jurisdiction and meets or exceeds the Baseline Hardware and Software Standards for Election Officials as described in Appendix B.
	Yes
	No (If No, please check one option below to request grant funds.)
	I need a new computer: \$600 available
	I only need to upgrade my operating system: \$200 available
2.	The receiving jurisdiction has competent in-house or contracted Information Technology (IT) support capable of maintaining minimum security standards as described in Appendix C-3.
	Yes
	No (If No, please check below to request grant funds.)
	I need IT support: \$500 available
3	. A. WEC Election Security Training (In-Person). An individual in the receiving jurisdiction has participated in an election security tabletop exercise, roundtable exercise, or other WEC sponsored election security training event.
	Yes
	No (If No, please check below to request grant funds.)
	I need to attend training: \$100 available for future training
i	3. WEC Election Security Training (On-Demand). All individuals in the receiving urisdiction that perform election-related work have completed the Commission's Securing WisVote Cyber Security Training modules on the WEC Learning Center website (regardless of

whether the jurisdiction accesses WisVote).

	Yes		
	No	(If No, please report to the Comm (Subgrant Amount Available: N	ission when complete.) None)
4.	The receiv	ving jurisdiction has a contingency	plan related to election security emergencies.
	Yes	(Please provide the Commission v	vith a copy of the plan)
84.	No	(If No, please provide to the Com: (Subgrant Amount Available: N	mission when complete.)
CER'	TIFICATIO	ON OF BASELINE SECURITY R	EQUIREMENTS
MOU "No"	J are true, a response verse the iter	accurate, and complete. I further co	and information contained in this section of the crify, that for any statement above for which a tion will use the subgrant funds provided to ining described and to submit a contingency plan applicable deadlines.
G.:	C A	Alaria d Insiediation Official:	Date:
Sign	ature of Au	thorized Jurisdiction Official:	Date.
	Sme	ob	11-12-2019
F	UNDING		
A C		staff will award subgrants based o	n the receiving jurisdiction's self-assessment of

V.

- A. Commission staff will award subgrants based on the receiving jurisdiction's self-assessment of needs and certification that subgrant funds will be expended in accordance with the terms of this agreement. Jurisdictions assessed to need funds to satisfy baseline security standards shall be provided a subgrant of up to \$1,200.
- B. Subgrant funding decisions based on a jurisdiction's need, including the amount allocated, is within the sole discretion of the Commission staff administering the subgrant program.
- C. Check processing. To assist the Commission staff with the processing and distribution of subgrant checks, please complete the information below:

Subgrant funds may be received through electronic transfer to a jurisdiction's shared revenues account (if available) or a physical check may be sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission's financial team. WEC Help Desk: (608) 261-2028 <u>elections@wi.gov</u>

VI. SUBGRANT PROGRAM DEADLINES

To help increase overall election security across the State, the election subgrant program has established the following deadlines that must be adhered to by a receiving jurisdiction:

September 27, 2019: Grant program announced and MOU available for review by county and municipal clerks and governing bodies.

November 15, 2019: Deadline for jurisdictions to return the executed MOU to the WEC which includes the self-assessment of security needs and certification that the jurisdiction will expend subgrant funds to meet the terms of the subgrant program.

WEC begins issuing subgrant checks to receiving jurisdictions.

January 28, 2020: Deadline for receiving jurisdictions to comply with the terms of the subgrant and to submit a completed "Subgrant Compliance Form" to the WEC. Deadline to request extension of time to comply with terms of the subgrant.

January 31, 2020: WEC Reviews Subgrant Compliance Forms and conducts necessary follow-up if needed.

September 30, 2020: Deadline to submit a final "Subgrant Compliance Form" to the WEC if an extension of time was granted. All unexpended subgrant funds as of September 30, 2020 must be returned to the WEC.

VII. COMPLIANCE MONITORING, CERTIFICATION, DOCUMENTATION AND AUDIT

A. Subgrant Compliance Form.

The receiving jurisdiction shall report its efforts to comply with the terms of the subgrant by completing a "Subgrant Compliance Form" provided by the Commission. See Appendix A. The jurisdiction is required to sign and complete the form and submit it to the Commission by January 28, 2020. If an extension of time has been granted by the Commission staff, the jurisdiction shall submit the form as soon as compliance with all the terms of the subgrant have been met, but in no case later than September 30, 2020.

B. Certification.

The receiving jurisdiction shall certify (by completing a "Subgrant Compliance Form") that information provided is true and correct; it has complied with all terms of the subgrant; the election security subgrant funds were used to meet baseline security requirements; all required documentation as requested on the Grant Compliance Form has been submitted; any falsification of information related to the subgrant could subject the jurisdiction official to civil or criminal penalties.

C. Documentation.

The receiving jurisdiction shall maintain all documentation of purchases made using subgrant funds provided by the Commission for a minimum of three years from the date of the expenditure. A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes destruction of said records. Submission of copies of some purchasing documentation may be required (See Appendix A).

D. Audit.

All subgrant funds received by a receiving jurisdiction are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws. Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a county or municipality under the subgrant, the county or municipality shall repay the amount of the subgrant to the Commission.

VIII. SIGNATURES

By signing and dating this agreement the receiving jurisdiction and the Commission agree to the terms of this MOU and certify that the information provided in this MOU are true and correct.

Receiving Jurisdiction			
Signature (Authorized	Representative of Jurisdiction)	Date: <u>//-12-2019</u>)
Printed Name <u>Sheila</u>	M Zook zed Representative of Jurisdiction)	-	
Wisconsin Elections Com	nission		
Signature		Date:	
(Authorize	ed Representative of WEC)		
Printed Name			
(Authorize	d Representative of WEC)	-	

Please submit the completed form to:

Wisconsin Elections Commission 212 East Washington Avenue, Third Floor P.O. Box 7984 Madison, WI 53707 elections@wi.gov

Fax: 608-267-0500

VILLAGE OF EDEN FOND DU LAC COUNTY ELECTION DAY CONTINGENCY PLAN

This document is maintained by:

CLERK/TREASURER
Sheila M Zook

Last updated: 11/1/2019

TABLE OF CONTENTS

	<u>Page Number</u>
Table of Contents	1
ntroduction	2
Purpose	2
Polling Place Staffing, Hours of Operation, and Location(s)	3
Emergency Procedures	4-8
Worldwide Terrorism Event	4
Active Shooter	
Work Place Violence/Other Acts of Violence	
Threatening Phone Call/Bomb Threat/Suspicious Object	5
Evacuation	5
Severe Weather/Natural Disaster	6
Electrical Outage	6-7
Medical Emergencies	7
Change of Venue	8
Election Day Contacts	9-11

INTRODUCTION

Purpose:

This document will serve as the emergency response/contingency plan in case of an unexpected circumstance that requires a change in the standard operating procedures on Election Day. The purpose of this document is to provide guidance for election staff and for the general safety of polling locations, all while maintaining the integrity of an election.

This document shall be reviewed with Election Inspectors as part of the Professional Clerk's pre-election training. The document and its contents shall be considered sensitive in nature. County Clerks, as well as polling place property owners and facility managers, should be apprised of relevant aspects of these plans.

Polling Place Staffing, Hours of Operation, and Location(s)

Polling Location(s)

> EDEN COMMUNITY CENTER, 104 PINE STEET, EDEN, WI 53019

Staffing

Polling location will have the following staff on site:

- Chief Inspector 1
- Election Inspectors 2

Hours of Operation:

Voters may cast their ballots from 7:00 a.m. to 8:00 p.m.

Extended Polling Place Hours:

In the event of an emergency, a court order may be requested to extend polling place hours.

EMERGENCY PROCEDURES

Chief Inspector should ensure that Election Inspectors are made aware of these procedures and their responsibilities in advance of an election, if possible. Identifying duties and assigning them in advance may help alleviate stress and clarify responsibilities in case of an emergency.

A. WORLDWIDE TERRORISM EVENT

In the event of terrorist activity, the Federal Government may have a preliminary plan in place for moving activities on election days. All elections will continue unless Federal or State officials have ordered otherwise. If there are no police orders to take cover or to remain indoors, all operations of polling places can remain intact. If you are notified to evacuate the polling place, follow the instructions regarding evacuation in this plan (see Section E. Evacuation).

B. ACTIVE SHOOTER

Active shooter situations are unpredictable and evolve quickly. As a result, these situations may be over even before law enforcement arrives on the scene. Individuals must be prepared, both mentally and physically, to react to an active shooter situation. U.S. Department of Homeland Security recommends these best practices when coping with an active shooter situation:

- Be aware of your environment and any possible dangers.
- Take note of the two nearest exits in any facility you visit or are assigned to work as an Election Inspector.
- If you are in an office, stay there and secure the door.
- If you are in a hallway, get into a room and secure the door.
- As a last resort, attempt to take the active shooter down. When the shooter is
 in close range and you cannot flee, your chance of survival is much greater if
 you try to incapacitate him/her.
- Dial 911 WHEN IT IS SAFE TO DO SO!

C. WORKPLACE VIOLENCE / OTHER ACTS OF VIOLENCE

Be aware of the possibility of an incident occurring at your voting location. Treat all threats and warnings seriously.

 Report any and all threats to the Chief Inspector who will make a determination as to the next course of action.

- If a situation involves an immediate threat of violence to persons and/or the election process, Dial 911.
- In the event of a personal confrontation, do your best to stay calm.

D. THREATENING PHONE CALL/BOMB THREAT/SUSPICIOUS OBJECT

If you receive a written threat, suspicious package, or find a suspicious object on the premises:

- Keep anyone from handling or going near the object in question as it may be dangerous. In addition, preservation of evidence is important for law enforcement.
- Stay calm and Dial 911.
- Promptly write down everything you can remember about receiving the threat and/or finding/receiving the suspicions object.
- Depending on where the object is found (and in accordance with instructions from 911 operator/law enforcement), you may need to evacuate the polling place. If you are notified to evacuate the polling place, follow the instructions regarding evacuation in this plan (see Section E. Evacuation).

E. EVACUATION

Treat all threats and warnings seriously. If an evacuation becomes necessary (i.e., fire, fire alarm, etc.), the following steps can help keep people safe and effectively continue the election processes:

- Stay calm and Dial 911.
- The evacuation and safety of human life is the first concern. Inform any voters at your location of the safety evacuation route.
- Secure election materials, if possible (voting equipment, ballots, inspectors' statements, etc.)
- Proceed to the designated area NATIONAL EXCHANGE BANK AND TRUST,
 404 EAST MAIN STREET, until/unless you are directed to do otherwise.
- Take accountability and note any missing people. Report missing people to emergency personnel.
- Stay in designated area until you are otherwise directed.
- Do not re-enter the building until authorized by emergency personnel.
- Do not speak to the media refer them to the Chief Inspector or emergency personnel.

F. SEVERE WEATHER/NATURAL DISASTER

To ensure safety and security during inclement weather, the Professional Clerk shall monitor and be in communication with local law enforcement, emergency responders, and Chief Inspector. Safety of human life is the first concern.

- If a natural disaster occurs that provides ample time and requires Election Inspectors and voters to take cover in the designated area RESTROOMS LOCATED IN THE CENTER OF THE BUILDING, all voted & unvoted ballots and polls lists will be secured by the Chief Inspector. The voting equipment/ballot box can be unplugged and locked in a secure storage area. No ballots shall be inserted into the voting equipment/ballot box, nor should any additional ballots be issued during this time. When regular business resumes, the Chief Inspector shall note the time from beginning to end that voting was suspended on the Incident Log (WEC Form EL 104.)
- If a tornado is reported or seen in the immediate area, seek shelter in the
 designated area RESTROOMS LOCATED IN THE CENTER OF THE
 BUILDING. If time does not allow you to evacuate to a safe location, find
 shelter under a heavy object such as a table and protect your head.
 - o Do not stop for personal belongings, ballots, or election equipment.
 - Take accountability and report any missing people to emergency personnel.
 - If the building is struck by a tornado, remain in your location until it is safe to evacuate.
 - Stay away from sources of power, power lines, phone lines, gas lines, and windows.
 - Once you are clear of the area, do not re-enter the building until/unless authorized by emergency personnel.

G. ELECTRICAL OUTAGE

In the event a polling location loses power, voting equipment contains power supply backups that allow the equipment to continue to operate for approximately 3-4 hours. This battery backup also stores the totals for ballots already recorded.

Turn off the voting equipment and have voters deposit their ballots into the equipment's auxiliary compartment. Chief Inspector should note the time of the power outage on the Incident Log (WEC Form EL - 104) and contact the Clerk immediately. If flashlights and/or emergency lighting are not already available at the polling location, Clerks should reach out to Sheriff's Department / Maintenance to deliver flashlights and any other necessary supplies.

When power is restored, turn the voting equipment back on and plug the equipment back into an outlet. Next, process any voted ballots that have been placed in the auxiliary

compartment of the voting equipment, by inserting them into the machine. If power is not restored before the end of Election Day, secure all voted ballots in a ballot bag and bring them, along with all of the election supplies, to the **FOND DU LAC COUNTY CLERKS OFFICE**. Ballots will be processed at the alternate location.

In the event of a long-term power outage, a change of venue may be required (see Change of Venue – Page 8.) If there is a wide spread power outage, ballots should be secured with the Election Inspectors at the polling location until 8:00 p.m. In addition to the instructions listed above:

- Stay calm.
- Provide assistance to visitors and staff in your immediate area.
- If emergency lighting is available, proceed with caution to the area with lighting (this may be natural light from windows).
- Turn off the voting equipment. The tabulator memory device will retain all data in its memory and can be restarted after a power outage.

H. MEDICAL EMERGENCIES

If you observe a poll worker, voter, observer or visitor who appears to be seriously ill or injured:

- Stay calm and Dial 911.
 - Provide your location EDEN COMMUNITY CENTER, 104 PINE STREET, EDEN, WI and the nature of the emergency.
 - Answer all questions asked by the 911 operator.
 - Listen to and follow all instructions provided by the 911 operator.
- Do not move a person who has fallen.
- Unless it is a life-threatening emergency, do not render first aid until a qualified responder arrives or you are instructed to do so by the 911 operator.
- If possible, try to obtain from the injured person his/her name and what happened.
- Report any injury to the Clerk (after the injured person is safe.)
- Avoid unnecessary conversation about the ill or injured person.
- Do not speak to the media refer them to emergency personnel.

CHANGE OF VENUE (POLLING PLACE)

When it has been determined by the Chief Inspector (in consultation with the Professional Clerk and emergency management personnel, if applicable), that a polling location needs to be moved to effectively respond to a disaster/emergency, follow this guidance:

- The Election Inspectors will assist in packing up all voting equipment, ballots, poll lists, registration materials, and all election forms and information that needs to be relocated (e.g., signs, notices, etc.)
- The Clerk will organize transport vehicles and report to the polling location to help facilitate the move.
- All Election Inspectors will assist the Clerk in moving the election materials/equipment to the transport vehicles.
- The voting equipment/ballot box(es) will remain locked at all times.
- The voting equipment/ballot box(es) will be escorted to a municipal vehicle or police vehicle, if available. A law enforcement officer or designated official will remain in view of the voting equipment/ballot box(es) at all times and take them to the WWTP, 112 GRAHL AVENUE, EDEN, WI. At this location, the polling place will be set up as normal.
- All unvoted ballots should remain in the presence of the Chief Inspector and at least one other Election Inspector during the change of location.
- A sign should be posted on the front entry doors of the original polling location designating the new polling place (if the building is safe), or at a place as close to the entry doors as possible.
- A law enforcement officer, or designated official will remain at the original polling location to direct voters to the new location.
- Notice should be provided/posted to the municipal website, local Public Access Channel, local radio, social media, etc. to direct voters to the new location.
- Notice should be provided to the Wisconsin Elections Commission (WEC) and County Clerk.
- Chief Inspector should document the change of venue and what time voting resumed on the Incident Log (WEC Form EL – 104.)

EMERGENCY CONTACTS

Listed below are Election Day emergency contacts (be sure to list both daytime and after hours phone numbers for these contacts and to update this list at least once per year).

Municipal Contacts

Clerk	KARI SCHLEFKE
	920-477-4304
	920-904-4497
Deputy Clerk	SHEILA M ZOOK
	920-477-4304
	920-904-2411
Fire/Police/EMS	911
Fire/Police/EMS (non-emergency)	920-929-3372
IT Support	COMPUTER TROUBLE SHOOTERS
	920-322-8566
	920-948-7753
Voting Equipment Support	TRANSCENDENT TECHNOLOGIES
,	920-750-5890
Municipal Attorney	ATTY STEVE SAGER
	920-921-1320
	ED COOTELLO
Public Works Department	ED COSTELLO
	920-979-3444

County Contacts

Clerk	LISA FRIEBERG
	920-929-3000
Fire/Police/EMS	911
Fire/Police/EMS (non-emergency)	920-929-3372
	00174071104
IT Support	CONTACT LISA
	2
Voting Equipment Support	CONTACT LISA
Voting Equipment Support	CONTACT LIGA
County Attorney	CONTACT LISA
County Judge (on-call for election night)	CONTACT LISA
(this will vary for every election)	
(,,,,,	
I .	

State Contacts

Wisconsin Elections Commission	Help Desk: 608-261-2028
	Help Desk Email: elections@wi.gov
	For extended office hours and applicable phone numbers during those hours, please check Recent Clerk Communications tab on the WEC website (https://elections.wi.gov).
	Meagan Wolfe (WEC Administrator)
	Daytime Phone Number: 608-266-8175
	After Hours Phone Number: 608-712-6957
	Richard Rydecki (WEC Deputy Administrator)
	Daytime Phone Number: 608-261-2015
	Reid Magney (Public Information Officer)
	Daytime Phone Number: 608-267-7887
,	Mike Haas (Staff Counsel)
	Daytime Phone Number: 608-266-0136



Computer Troubleshooters - Lomira 1211 Rickmeyer Drive Fond du Lac, WI 54937 (920)322-8566 Fax:

Date 10/30/2019

Bill To

Village of Eden 104 Pine Street Eden, WI 53019 United States

Invoice Number: 17526

Invoice Date Range: 10/30/2019 to 10/30/2019

Payment Terms: Due upon receipt

Date	Item Description	Billable Hours	Quantity	Rate/Cost	Billable Amount
	New Laptop T20191030.0002 AMD Dual Core A6-9225 Accelerated Processor, 1 TB Hard Drive, 16 GB DDR4 RAM Memory, 15.6" HD LED Display. Also includes: Office 365 installation.		1.00	500.00	500.00
10/30/2019	Windows 10 Operating System T20191030.0002		1.00	150.00	150.00

- Payment is due at the time of service, unless arrangements have been made in advance.

Total Billable Amount

\$650.00

\$0.00

- All Services include a 6 month part and a 30 day part labor unless otherwise Total Taxes

specified.

- Data back ups are highly recommended and the responsibility of the owner. Grand Total

- Warranty will be void if equipment has been tampered with or damage occurs as a result of power surges, outages, or acts of God.

\$650.00

- The Purchaser has control over the use of the equipment being serviced and is solely responsible for its proper use, protection, and supervision.

- Any invoice not paid in full within 30 days is subject to a 35% recovery fee and will be put in collections.

...

Taxable (0%) \$0.00



Computer Troubleshooters - Lomira 1211 Rickmeyer Drive Fond du Lac, WI 54937 (920)322-8566 Fax:

Date 10/30/2019

Bill To Village of Eden 104 Pine Street Eden, WI 53019 United States

Invoice Number: 17527

Invoice Date Range: 10/30/2019 to 10/30/2019

Payment Terms: Due upon receipt

Date	Item Description	Billable Hours	Quantity	Rate/Cost	Billable Amount
10/30/2019	CyberSecurity and Management Services T20191030.0003 CyberSecurity and Management Services charged at \$20 per month per device (\$240 per year). Services included listed below: Endpoint Protection for Workstations (AntiVirus), Remote Monitoring and Management (Patch Management for OS and MS Office), Remote Access Software (Priviledged access controls), Advanced Enpoint Protection for Workstations, DNS Protection (Web filtering service), Online Security Awareness Training. Already in use at additional cost: Offsite backup management and restoration services, as well as available onsite support for additional fees.		12.00	20.00	240.00

- Payment is due at the time of service, unless arrangements have been

Total Billable Amount

\$240.00

made in advance.

- All Services include a 6 month part and a 30 day part labor unless otherwise **Total Taxes** specified.

\$0.00

- Data back ups are highly recommended and the responsibility of the owner.

Grand Total

- Warranty will be void if equipment has been tampered with or damage

occurs as a result of power surges, outages, or acts of God. - The Purchaser has control over the use of the equipment being serviced and is solely responsible for its proper use, protection, and supervision.

- Any invoice not paid in full within 30 days is subject to a 35% recovery fee and will be put in collections.

\$240.00

Taxable (0%) \$0.00



CT SERVICES AGREEMENT

THIS CT SERVICES AGREEMENT ("Agreement") is made and entered into in Fond du Lac, Wisconsin as of October 28th, 2019 (the "Effective Date"), by and between Village of Eden, a village located at 104 Pine Street, Eden, Wisconsin 53019, (hereinafter referred to as "Customer") and COMPUTER TROUBLESHOOTERS OF Lomira, a limited liability company, located at 1211 Rickmeyer Drive Suite AA, Fond du Lac, Wisconsin 54937, hereinafter referred to as "CT."

In consideration of the mutual promises hereinafter set forth, Customer and CT agree as follows:

1. Services and Fees.

CT agrees to provide the services and Customers agrees to pay the fees as described in <u>Attachment A</u> for the devices listed in <u>Attachment B</u> (hereinafter referred to as the "Services" and "Fees," respectively), in accordance with the terms of this Agreement.

2. Term.

The Term of this Agreement shall commence on the Effective Date and shall remain in effect for one (1) year from the date this agreement is signed by both parties unless sooner terminated pursuant to Section 7, below.

3. Confidentiality.

- (a) Confidential Information. "Confidential Information" means all information disclosed by one party to the other, whether before or after the execution of this Agreement, that the recipient should reasonably understand to be confidential and other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within thirty (30) day of disclosure; but excluding any information which is independently developed by a non-disclosing party, is or becomes generally available to the non-disclosing party or the public other than through violation of the Agreement.
- (b) Use and Disclosure. Each party agrees not to use the other party's Confidential Information except in connection with the performance or use of the Services, or the exercise of its rights under this Agreement, or to disclose the other's confidential information to any third party except as provided in subsection (c) below or to its service providers, agents and representatives who need to know the information to represent or advise it with respect to the subject matter of the Agreement.
- (c) Disclosure of Confidential Information. Notwithstanding anything to the contrary above, Customer agrees that CT may, without notice, provide any information, including Confidential Information, it has about Customer or its customers or end users that (i) CT is required by law or regulation to disclose, or in response to a formal or informal request from a law enforcement or government agency and, (ii) in response to a formal request in a civil action that on its face meets the requirements for such a request.
- (d) Survival: The provisions of this Section shall survive the expiration or termination of the Agreement.

4. Representations and Warranties.

- (a) By CT: CT warrants that the Services provided and any products or materials installed by CT shall be performed or installed in a workmanlike manner, consistent with general prevailing industry standards and in compliance with the requirements of this Agreement. CT makes no warranties of any kind, expressed or implied regarding the performance of any third-party hardware or software, all of which are provided on an "AS IS" basis, subject only to the warranties, if any, provided by the manufacturer and/or seller of such hardware or software.
- (b) Reciprocal: CT represents and warrants to Customer, and Customer represents and warrants to CT, that: (i) each has the legal power and authority to enter into this Agreement and to perform their respective obligations hereunder; (ii) each has taken all necessary action on their respective parts to authorize the execution and delivery of the

Agreement; and, (iii) the execution and delivery of this Agreement and the performance of their respective obligations hereunder do not conflict with or violate any applicable laws or regulations, or other contracts to which they may be a party.

(c) Survival: The provisions of this Section shall survive the expiration or termination of the Agreement.

5. Disclaimers.

CT EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, CT DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

6. Limitation of Damages.

The parties agree that the allocations of risk made in this Section are reasonable and that they would not enter into the Agreement without these limitations on liability.

- (a) IN THE EVENT OF ANY PROBLEMS WITH THE SERVICES PROVIDED BY CT, CT'S SOLE RESPONSIBILITY SHALL BE LIMITED TO MAKING REASONABLE EFFORTS TO CORRECT THE SAME. IN NO EVENT SHALL CT BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND IN NO EVENT, SHALL CT'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM.
- (b) Any other statute of limitations to the contrary notwithstanding, any claim relating to the Services, not commenced by Customer within one (1) year of the date on which such claim accrued shall be deemed waived and forever barred.

7. Termination.

- (a) For Cause: Either party may terminate this Agreement immediately upon notice to the other party if the other party breaches or is in default of any material obligation hereunder, including the failure to make any payment when due, which default is incapable of cure or which, being capable of cure, has not been cured within ten (10) days after receipt of written notice from the non-defaulting party.
- (b) Insolvency: This Agreement shall terminate forthwith, without the giving of notice or any other action on the part of either party, if CT or Customer ceases to function as an ongoing concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership or insolvency laws is instituted by or against CT or Customer, or the liquidation, dissolution, merger or consolidation of CT or Customer occurs, or a receiver or trustee for CT or Customer or any of the assets or property of CT or Customer is appointed or applied for.

8. Notices.

Any notice required by or relating to this Agreement of the Services shall be given in writing via either electronic mail or an express mail courier to the address for such party set forth in the opening paragraph of this Agreement. Notices sent via electronic mail shall be deemed received on the day sent. Notices sent via express mail courier shall be deemed delivered on the first business day following the date of mailing.

9. Miscellaneous.

- (a) Force Majeure. Neither party shall be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond that party's reasonable control, including significant failure of a part of the power grid, significant failure of the Internet, natural disaster, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- (b) Solicitation of CT Employees and Contractors. Customer agrees that during the Term of this Agreement and for a period of twelve (12) months following its expiration or termination, it will not solicit or hire any CT employee or contractor with whom Customer has had direct contact in connection with this Agreement for employment with or to provide services for Customer or any other person.
- (c) Ownership. Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and no rights, including without limitation,

licenses to trademarks, inventions, copyrights or patents, are implied or granted under this Agreement or by the disclosure of any Confidential Information under the terms of this Agreement.

- (d) Complete Agreement/Modifications. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may be amended only by a formal written agreement signed by both parties.
- (e) Non-Waiver. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement.
- (f) Governing Law. The Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law considerations.
- (g) Dispute Resolution. In the event of a dispute between the parties arising during or following the Term of this Agreement, other than a claim by CT against Customer for unpaid Fees or a claim by either party for immediate injunctive relief (either of which may be brought immediately in any court of competent jurisdiction), both parties agree to engage in a meeting to discuss the outstanding issues. Written documentation of the issues will be forwarded to the respective parties in advance of the meeting. At the conclusion of the meeting, both parties agree to attempt to resolve the matter in the spirit with which this Section is intended. In the event the parties conclude after the attempted resolution that they are unable to resolve the dispute by this voluntary dispute resolution procedure, both parties agree the dispute will be settled by binding arbitration conducted in Wisconsin, according to the commercial arbitration rules of the American Arbitration Association before a single arbitrator knowledgeable in computer service matters. Any decision rendered by the Arbitrator shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.
- (h) Assignment/Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. There are no intended third-party beneficiaries to the Agreement.
- (i) Severability. In the event any term of this Agreement is held to be unenforceable by a court having jurisdiction, the remaining parts of the Agreement will remain in full force and effect.
- (j) Relationship Between the Parties. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as employer and employee, partners, joint ventures, co-owners or otherwise as participants in a joint undertaking. Neither party is the agent of the other and nor may they represent to any person that they have the power to bind the other. Customer acknowledges that CT is an independently owned and operated franchisee of Computer Troubleshooters USA, Inc. and that Computer Troubleshooters USA, Inc. neither controls, nor is responsible for the acts or omissions of its franchisees, including CT.
- (k) Counterparts. This Agreement and any documents signed in connection therewith may be signed in multiple counterparts, which taken together will constitute one original. Signatures delivered via facsimile transmission shall be binding upon the party so delivering such a signature, regardless of whether originally executed signatures are subsequently delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the dates set forth below:

Authorized Signature - Computer Troubleshooters	Date
Authorized Signature – Village of Eden	Date



ATTACHMENT A

Monthly CyberSecurity and Management Services

O CyberSecurity Protection for PC's: \$20 per month per PC.

Endpoint Protection Software for Workstations

CT shall install Endpoint Protection Software on the Customer's devices specified in Attachment B. The software provides anti-virus, anti-spyware and other common forms of Endpoint Security protection.

Remote Monitoring and Management (RMM)

CT will install Remote Monitoring and Management Software (RMM) on the Customer's devices specified in Attachment B. The RMM software will monitor the Customer devices and associated software for potential problems such as patching compliance, inadequate storage capacity, etc. The RMM software is designed to systemically resolve many common problems and thereby reduce the time and costs associated with a member of CT's technical staff manually resolving the individual issues. The RMM software produces a report of all system issues which arise, and CT will periodically review a copy of this report with Customer to explain recurring problems and proactively recommend potential enhancements to the Customer's hardware and software.

Remote Access Software

CT will install Remote Access Software on the Customer's devices specified in Attachment B. The Remote Access Software allows the user to easily and securely access their main computer located at the Customer's location from any device that can access the internet. This allows the user to access data, files and software on their office computer while traveling or working from an alternate location. Each user will be provided with access to a specific device as indicated by the Customer.

Advanced Endpoint Protection for Workstations

CT will provide Advanced Endpoint Protection for the Customer's devices specified in Attachment B for advanced protection from malware, viruses, and cyber-attacks. Solution Includes:

- Security Operations Center (SOC) services for analysis of quarantined applications and files, immediate rollback in response to detected ransomware variants, and identification of root causes of malicious behaviors.
- Ransomware Rollback capabilities
- \$1000 warranty per infected machine towards the cost of paying the ransom if it is not defended against or can't be rolled back and restore the data (up to \$1 million).

DNS Protection for Workstations

CT will install DNS Protection Software for the Customer's devices specified in Attachment B. This solution provides protection while accessing the internet and includes web access policies, regulatory compliance, and DNS protection to stop web-borne malware before it reaches your network.

Security Awareness Training (SAT)

CT will provide Security Awareness Training for Customer's employees as listed in Attachment B. This solution provides an education process that teaches employees about cybersecurity, IT best practices, and regulatory compliance to make them the first line of defense for the Customer's business. It also allows CT to do fake scam and phishing campaigns to test employees to make sure they understood and are following the best practices that are required to reduce the risks to the business.

Encrypted Online Data Backup

CT will provide the Customer with an encrypted online Data Backup service. The Customer's data shall be automatically backed up every day. The Customer and CT will receive a daily notice of the status of every backup. Customer will receive a free 30-day trial for the service and then will pay a monthly fee. The available storage capacity may need be increased as the Customer's data needs increase, which will require additional costs. Customer will be provided with documentation to review for approval before an additional capacity and costs are incurred.

o Already in use.

Computer Troubleshooters Normal Business Hours:

Monday: 9:00 A.M. – 6:00 P.M. Tuesday: 9:00 A.M. – 6:00 P.M.

Wednesday: 9:00 A.M. – 6:00 P.M.

Thursday: 9:00 A.M. – 6:00 P.M. Friday: 9:00 A.M. – 5:00 P.M.

Saturday: 10:00 A.M. – 4:00 P.M.

Sunday: Closed

Additional Note: After hours emergency support is also available.



SERVING THE AREA FOR OVER 70 YEARS PO BOX 8, 406 E MAIN STREET, EDEN, WI 53019 Phone 920-477-2511 Email: jimbaumhardt@baumhardts.com

VILLAGE OF EDEN

RE: SNOW PLOWING 2019-2020 SNOW PLOWING SERVICE AGREEMENT

BASIC SERVICE AGREEMENT
DECEMBER, JANUARY, FEBRUARY, AND MARCH

\$1250.00 PER MONTH

HOURLY RATE

•	TRUCK W/ PLOW & WING / SANDER	\$115.00 PER HOUR
	LOADER	\$130.00 PER HOUR
	LOADER W/ BOX PLOW	\$150.00 PER HOUR
	PICK UP W/ PLOW	\$ 100.00 PER HOUR
	TRUCKS FOR HAULING SNOW	\$ 90.00 PER HOUR
	GRADER	\$150.00 PER HOUR

PER HOUR PRICE IS BASED ON PRICE OF FUEL AT 2.75 PER GALLON. IF FUEL WOULD DECREASE OR INCREASE PER HOUR PRICE WOULD BE ADJUSTED BY 1.00 FOR EACH .25 CENTS PER GALLON.

TREATED SAND

CLEAR SALT

PRETREAT BETTER BRINE 52 GALLONS PER LANE MILE

\$ 30.00 PER TON

\$ 90.00 PER TON

\$ 2.00 PER GALLON APPLIED

CALL OR EMAIL ME WITH ANY QUESTIONS
JIM BAUMHARDT
jimbaumhardt@baumhardts.com
920-960-7962

IF ACCEPTED: PLEASE SIGN, DATE, AND RETURN. THANK YOU!

JAMES BAUMHARDT

VILLAGE OF EDEN



920/922-5703

920/922-5731

November 5, 2019

Sheila Zook, Clerk Village of Eden P.O. Box 65 Eden, WI 53019-0065

Re: Final Payment Letter, Sanitary Sewer Improvements, Lakeside Easement, Main Street, and Fond du Lac Avenue, Village of Eden, Wisconsin

Dear Sheila:

Enclosed is a final invoice from PTS Contractors, Inc. requesting Final Payment for work performed on the above referenced project. The attached sheet is a tabulation of the actual quantities, unit price, and computed totals.

The Village of Eden may accept the project and make Final Payment to PTS Contractors, Inc. in the amount of \$ 5,000.00 in accordance with the terms of the Contract Documents.

Sincerely,

President

J.E. Arthur and Associates, Inc.

Encs. CC: PTS Contractors, Inc.

P:\JEAAA Documents\Payment Letters & Calc\100\100133fp.docx

Sheila M Zook

From:

Blaine Priebusch < Blaine@erickson-cpas.com>

Sent:

Thursday, November 7, 2019 10:57 AM

To:

Sheila M Zook

Subject:

RE: Form - C [Macros, scripts Disarmed] -

Hi Sheila,

For an audit fee I would suggest budgeting \$7,000 per year.

Let me know if you have any questions.

Thanks, Blaine

From: Sheila M Zook <villageclerk@villageofeden.com>

Sent: Wednesday, November 6, 2019 8:27 AM

To: Blaine Priebusch <Blaine@erickson-cpas.com>
Subject: RE: Form - C [Macros, scripts Disarmed] -

See below

Sheila M Zook

Clerk/Treasurer

Village of Eden

PO Box 65

Eden, WI 53019

villageclerk@villageofeden.com

www.villageofeden.com

920-477-4304

920-904-2411 cell

BAUMHARDT SAND & GRAVEL, INC.		2019-2020	2	2018-2019	201	2017-2018	20	2016-2017	70	2015-2016
BASIC SERVICE MINIMUM CHARGE										
DECEMBER JANUARY FEBRUARY MARCH	PER MONTH	\$ 1,250.00 \$	\$ 00	1,250.00 \$	\$	1,250.00	\$	1,250.00 \$	\$	1,250.00
TRUCK WITH PLOW AND SANDER	PER HOUR	\$	ئ	102.00	\$	100.00	\$	98.00	\$	97.00
TRUCK WITH PLOW & WING/SANDER	PER HOUR	\$ 115.00	\$ 00	113.00	\$	111.00	\$	109.00	ب	105.00
LOADER	PER HOUR	\$ 130.00	\$ 00	130.00 \$	\$	125.00	\$	125.00	\$	120.00
LOADER W BOX PLOW	PER HOUR	\$ 150.00	\$ 00	145.00	\$	140.00	\$	140.00	\$	135.00
PICK UP WITH PLOW	PER HOUR	\$ 100.	\$ 00.001	\$ 00.36	\$	90.00	\$	90.00	\$	90.00
TRUCKS FOR HAULING SNOW	PER HOUR	\$ 90.00	\$ 00	90.00	\$	90.00	\$	87.00	\$	87.00
GRADER	PER HOUR	\$ 150.00	\$ 00	150.00	\$	150.00	ب	150.00	\$	150.00
TREATED SAND	PER YARD	\$ 30.00	\$ 00	28.00	\$	27.89	\$	41.00	\$	40.00
CLEAR SALT	PER TON	\$ 90.00	\$ 00	100.00	\$	90.00	\$	90.00	ب	120.00
PRETREAT BETTER BRINE	PER GALLON	\$ 2.	2.00 \$	2.00						