

AGENDA-AMENDED

The Regular Meeting of the Village of Eden Board – October 15, 2019, at 6:30pm.

Village Office

104 Pine Street

Eden, WI 53019

1. CALL THE MEETING TO ORDER.

Pledge of Allegiance.

Roll Call

Minutes of the September 2019 meetings.

Treasurer's Report as of September 30, 2019.

Approval of Temporary Borrowing

Bills to pay for September/October 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

Approval of license

Operators License

Electrical Ordinance Amendment Adoption.

Review of Resumes received.

MSA Landfill Report

New Managers of Manor Hill Angie and David Heckman

Sue Furness will appear before the board regarding her main street property.

4. Sewer Plant and Park

ECC Parking Lot

ECC Parking Lot Light

Curb Painting completed

ARGO Estimate for repairs is \$4500.00 Repairs and Staining of boardwalk.

RFP update

5. UPDATE

Gene Eggert with update

MS4

Street Project.

Fire Department Discussion

Discussion regarding Following:

Vincent Landscaping

Discussion regarding the area between Westphals and Vorwerks. (see attached Estimate)

6. Board Members

Agenda Items for Next meeting.

Other Board Member Concerns

Reminder Annual Meeting October 21, 2019

7. ADJOURN

Respectfully Submitted,
Sheila M Zook

September 17, 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, Liz Augustyn, and Ed Costello.

Pledge of Allegiance was said.

Roll Call was taken.

A motion was made by Kelly Ouimette and seconded by Joe Preston to approve the minutes as presented. Motion Carried.

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

A motion was made by Kevin Goebel and seconded by Liz Augustyn 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 Kevin Goebel and seconded by Jay Baumhardt to approve the payment of \$3,878.14 to the WI DOT for the 2019 Hwy 45 project. Motion Carried.

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

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

2. PUBLIC COMMENT

No one appeared before the board.

3. NEW BUSINESS

A motion was made by Jay Baumhardt and Liz Augustyn to approve the operator's licenses license as presented. Motion Carried.

Discussion took place regarding the need to change our building ordinance. A motion was made by Jay Baumhardt and seconded by Joe Preston to have Atty Sager look at the proposed amendment. Motion Carried.

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

4. SEWER PLANT AND PARK UPDATE

Ed has the Security System for the Sanitary Sewer Plant on line

Ed has repaired the Cluster Boxes with Ray.

A motion was made by Joe Preston and seconded by Kelly Ouimette to install one new cluster box on Seyboldt Drive and to purchase one to replace the other one that was damaged. The placement of cluster box will be decided on by Ray, Jay and Ed.

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

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

Curb Painting to be completed when weather permits.

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

Ed has had to replace many wheels in the past couple of weeks.

A motion was made by Jay Baumhardt and seconded by Joe Preston to approve the RFP Proposal that Ed has presented. Motion Carried.

5. UPDATES

MS4 meeting will by October 2, 2019

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 committee meeting on Monday September 23 at 9:00 am.

Helena work is complete for now.

EJAA is working on old lights in Floods lot. They are to be invited to the Annual Meeting.

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

Discussion took place regarding the length of building permits. Sheila was asked to look at this before the next meeting.

Vincent property has had work done on it.

Cats seem to be less of a problem.

Sheila was asked to write a letter to Luke Koffman regarding his weeds.

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.

Liz Augustyn will be resigning from the board as of November 1, 2019. She is moving out of the Village.

It was announced that the Manor Hill Park is under new management. The Village will need new contact information.

The sidewalk committee is asked to look at the sidewalk by Southgate Drive and Reagan Drive. There are some sunken squares.

Jay would like to see people begin to cut the grass on the north edge of the project.

Jay mentioned that snow plowing will probably cost more this year due to the change of the street and where snow has been previously piled.

The St Mary Property is still not complete.

6. Board Members

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.

7. Adjourn

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

Respectfully submitted,

Sheila M Zook
Clerk/Treasurer

Village of Eden - General Fund
Balance Sheet Prev Year Comparison
As of September 30, 2019

	Sep 30, 19	Sep 30, 18
ASSETS		
Current Assets		
Checking/Savings		
11116 · Checking - NEBAT	36.40	292,365.43
11117 · Investment General	32,505.63	-50,390.88
11118 · Investment Recycling	1,980.96	1,975.76
11120 · Investment Fire Dept Purc	25,211.53	20,090.31
11121 · Investment Wheel Tax	32,656.15	16,463.08
Total Checking/Savings	92,390.67	280,503.70
Accounts Receivable		
13900 · Accounts Receivable	200.00	192.50
14000 · Accounts Rec. Park Commission	1,556.75	16,999.25
14100 · Accounts Rec. Eden Jr. Athletic	332.23	68.52
14200 · Eden Fire Department	1,415.81	1,723.34
15125 · Assessment Receivable - Other	833.34	0.00
15411 · Accounts Receivable Sewer Plant	2,907.10	2,907.10
15450 · 2018 O&M NEBAT LOAN RECEIVABLE	1,168,520.00	194,000.00
Total Accounts Receivable	1,175,765.23	215,890.71
Other Current Assets		
12111 · Taxes Receivable Current Year	0.00	-196.17
12112 · Taxes Rec - Prior Year	251.27	1,796.01
Total Other Current Assets	251.27	1,599.84
Total Current Assets	1,268,407.17	497,994.25
TOTAL ASSETS	1,268,407.17	497,994.25
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
21116 · 2017 NEBAT Loan	0.00	100,000.00
21310 · Payroll Liabilities		
21313 · Medicare Tax Payable	61.15	59.51
21314 · Deferred Compensation Pay	827.04	619.15
21315 · FICA Payable	26.70	95.24
21310 · Payroll Liabilities - Other	300.41	306.03
Total 21310 · Payroll Liabilities	1,215.30	1,079.93
21712 · Trailer Fees Due Sch Dist	0.00	-4,109.32
21715 · Building Permits Bonds	4,800.00	2,100.00
Total Other Current Liabilities	6,015.30	99,070.61
Total Current Liabilities	6,015.30	99,070.61
Long Term Liabilities		
21118 · 2018 NEBAT LOAN FOR O&M	1,168,520.00	482,820.00
21119 · 2019 Streets Loan	530,000.00	0.00
Total Long Term Liabilities	1,698,520.00	482,820.00
Total Liabilities	1,704,535.30	581,890.61
Equity		
30000 · Opening Bal Equity	41,234.10	41,234.10
39000 · Retained Earnings	-77,361.34	-75,866.71
Net Income	-400,000.89	-49,263.75
Total Equity	-436,128.13	-83,896.36
TOTAL LIABILITIES & EQUITY	1,268,407.17	497,994.25

Village of Eden - Operation & Maintenance

10/02/19

Balance Sheet

Accrual Basis

As of September 30, 2019

	Sep 30, 19	Sep 30, 18
ASSETS		
Current Assets		
Checking/Savings		
10230 · NEBAT Checking	3,350.19	22,992.32
10240 · NEBAT Investment Savings	149,952.81	20,876.91
10250 · NEBAT Investment Replacement	60,502.91	46,097.99
Total Checking/Savings	213,805.91	89,967.22
Accounts Receivable		
14200 · Accounts Receivable	-13,724.10	-7,801.22
14500 · A/R General Government	89.35	302.30
Total Accounts Receivable	-13,634.75	-7,498.92
Other Current Assets		
14600 · 2006 - OFFICE FURNITURE	1,760.00	1,760.00
14601 · 2016 PHONE SYSTEM M110 RTU	2,597.40	2,597.40
1499 · Undeposited Funds	11,706.60	0.00
Total Other Current Assets	16,064.00	4,357.40
Total Current Assets	216,235.16	86,825.70
Fixed Assets		
31200 · 2018 TWO CHANNEL BENCHTOP METER	2,223.32	2,223.32
31302 · SANITARY SEWER MAINS		
31203 · 2018 Engineering Expenses	73,942.48	39,586.48
31204 · 2018 CONSTRUCTION ON MAINS	876,510.01	153,447.45
31205 · 2019 Engineering Expenses	9,239.80	0.00
31206 · 2019 CONSTRUCTION COSTS OF MAIN	188,497.31	0.00
31300 · Sewage Collecting System Mains	156,327.87	156,327.87
31301 · 2016 ENGINEERING SEWER MAIN ST	2,452.05	2,452.05
31311 · 2015 SEWER LATERAL INSTALL	5,332.37	5,332.37
31312 · 2017 Engineering-SS Hwy 45	1,105.60	1,105.60
31313 · 2017-2018 MAIN STREET SEWER REP	8,309.30	8,309.30
36801 · 2017 ENGINEERING FOR MAIN LINES	10,689.80	10,689.80
Total 31302 · SANITARY SEWER MAINS	1,332,406.59	377,250.92
33000 · Land	30,616.91	30,616.91
33050 · Trailer	2,385.40	2,385.40
33055 · 2018 New Holand Boomer Tractor	22,488.66	22,430.20
33075 · 2016 PUSH MOWER	610.62	610.62
33080 · 2019 Furnance Replacement	6,000.00	0.00
33100 · Sewage Treatment Plant	52,301.26	52,301.26
33200 · Sewage Treatment - New Plant	909,694.01	909,694.01
33300 · Storage Expansion Sewer Plant	488,246.40	488,246.40
34000 · INFILTRATION STUDY OF S.S. LINE	33,953.12	33,953.12
34500 · SUMP PUMP INSPECTIONS	1,954.00	1,954.00
35000 · WASTEWATER FACILITY STUDY	30,663.06	30,663.06
36000 · FLOOD PLAIN STUDY	4,985.63	4,985.63
36200 · 2015 REPAIRS		
36205 · 2015 SAMPLER CONTROLLER	2,094.00	2,094.00
36210 · 2015 ACCESS DOORS AND COVERS	4,571.50	4,571.50
36225 · 2015 PUMP REPAIRS	1,945.69	1,945.69
36250 · 2015 -SAMPLER CONTROLLER	2,094.00	2,094.00
36500 · 2015 SEWER PLANT PUMPS	2,180.67	2,180.67
36550 · 2015 BLOWER REBUILD	2,252.10	2,252.10
Total 36200 · 2015 REPAIRS	15,137.96	15,137.96
36300 · 2016 REPAIRS		
36301 · 2016 WELL REPLACEMENT	10,079.72	10,079.72
36310 · 2016 PUMP/COVER REPAIRS	38,618.03	38,618.03
36320 · 2016 STIRRING PROBE	640.45	640.45
Total 36300 · 2016 REPAIRS	49,338.20	49,338.20

Village of Eden - Operation & Maintenance

Balance Sheet

As of September 30, 2019

10/02/19

Accrual Basis

	Sep 30, 19	Sep 30, 18
36400 · 2017 REPAIRS		
36401 · 2017 REPAIRS AT WWTP	1,129.60	1,129.60
Total 36400 · 2017 REPAIRS	1,129.60	1,129.60
36450 · 2018 Repairs		
36451 · 2018 Repairs at Plant	3,861.29	2,094.74
Total 36450 · 2018 Repairs	3,861.29	2,094.74
37899 · GENERAL PLANT - ALL		
37900 · 2003 General Plant BEGIN BAL	1,468.00	1,468.00
37910 · 2010 GENERAL PLANT IMPROVEMENTS	2,940.00	2,940.00
37915 · 2015 GENERAL PLANT IMPROVEMENTS	5,072.01	5,072.01
Total 37899 · GENERAL PLANT - ALL	9,480.01	9,480.01
38000 · Accumulated Depreciation	-1,705,926.57	-1,639,072.44
Total Fixed Assets	1,291,549.47	395,422.92
TOTAL ASSETS	1,507,784.63	482,248.62
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
43500 · Payroll Liabilities		
43510 · WI WH PAYABLE	794.74	628.75
43520 · SS PAYABLE	9.64	0.00
43530 · MEDICARE PAYABLE	251.97	228.69
43540 · FEDERAL WH PAYABLE	1,283.00	1,168.00
43550 · DEFERRED COMP PAYABLE	4,581.08	4,084.65
Total 43500 · Payroll Liabilities	6,920.43	6,110.09
Total Other Current Liabilities	6,920.43	6,110.09
Total Current Liabilities	6,920.43	6,110.09
Long Term Liabilities		
43320 · 2018 NEBAT MAIN LOAN	1,168,520.00	194,000.00
Total Long Term Liabilities	1,168,520.00	194,000.00
Total Liabilities	1,175,440.43	200,110.09
Equity		
51000 · Opening Bal Equity	-319,094.02	-319,094.02
51600 · Unappropriated Earned Surplus	-147,525.70	-147,525.70
57100 · Contribution in Aide of Const.	84,208.27	84,208.27
57200 · Industry Share of Construction	385,417.29	385,417.29
57300 · Federal Grant Aid Construction	71,624.86	71,624.86
57400 · WI Grant Aid Construction	450,825.00	450,825.00
57500 · Capital Pd in by Municipality	106,046.48	106,046.48
57700 · Retained Earnings	-353,940.69	-387,401.84
Net Income	54,782.71	38,038.19
Total Equity	332,344.20	282,138.53
TOTAL LIABILITIES & EQUITY	1,507,784.63	482,248.62

Village of Eden - General Fund Profit & Loss Prev Year Comparison January through September 2019

	Jan - Sep 19	Jan - Sep 18
Income		
41110 · General Property Tax Village	33,686.75	35,236.11
41140 · Mobile Home Parking Fees	23,685.92	25,558.22
41141 · Lottery Credit/Trailer Fe	14,571.25	11,193.18
42000 · Assessment Revenue		
42007 · MAILBOX REVENUE	250.00	0.00
42008 · Utilities Assess Rev.	1,033.34	0.00
Total 42000 · Assessment Revenue	1,283.34	0.00
42200 · WI State Shared Taxes		
43420 · State of WI - PLIT	15,814.68	16,048.80
43430 · WI State Computer Aide	86.26	84.22
Total 42200 · WI State Shared Taxes	15,900.94	16,133.02
42209 · WI DOT INCOME		
41170 · Wheel Tax Revenue	11,956.00	15,436.00
43531 · WI HWY Aides	8,665.71	8,709.63
Total 42209 · WI DOT INCOME	20,621.71	24,145.63
43410 · WI 2% Insurance Dues	2,258.89	2,102.23
43545 · WI State Recycling Rev.	1,977.22	1,974.04
43690 · WI DOA MS4 Grant Revenue	9,727.85	4,129.84
44100 · License Revenue		
44101 · Liquor & Malt Bev Lic	1,635.00	1,435.00
44102 · Operator's License	770.00	630.00
44103 · Cigarette Lic Rev	15.00	15.00
44104 · Charter Franchise Revenue	4,745.12	4,903.96
44105 · Mobile Home Park Lic	300.00	300.00
44200 · Dog & Cat License Rev.	215.00	391.80
Total 44100 · License Revenue	7,680.12	7,675.76
44300 · Bldg Permit Fees	20,341.38	13,309.79
46100 · License Publication Revenue	153.00	163.90
47200 · INTERNET CONNECTION REIMBURSEME	748.40	0.00
48110 · Interest Revenue Temp Inv	319.16	161.87
48111 · Interest Revenue O&M Debt	30,894.85	0.00
48130 · Interest Rev Spec Assess	0.00	10.69
48900 · Miscellaneous Revenue	667.70	686.12
Total Income	184,518.48	142,480.40
Gross Profit	184,518.48	142,480.40
Expense		
51000 · General Government Expense		
51100 · Payroll Expenses		
51100.1 · 51100.01 Medicare Taxes Exp.	506.43	473.58
51101.1 · 51101.01 FICA Taxes Expense	1,096.40	1,214.18
51102.1 · Deferred Comp. Expense	646.60	490.43
51100 · Payroll Expenses - Other	0.00	0.00
Total 51100 · Payroll Expenses	2,249.43	2,178.19
51110 · Salary Expenses		
51110.1 · Salary Mtgs - Board	9,309.46	7,410.00
51310.1 · Salary/Mtgs-President	4,930.00	4,960.00
51410.1 · Salary/Mtg Clerk/Treas	15,367.73	10,943.58
51411.1 · Meetings Various Committee	210.00	120.00
Total 51110 · Salary Expenses	29,817.19	23,433.58

Village of Eden - General Fund
Profit & Loss Prev Year Comparison
January through September 2019

	Jan - Sep 19	Jan - Sep 18
51412.1 · Election Expense	2,081.42	3,247.26
51414.1 · Budget Publication Exp	64.00	84.65
51415.1 · Liquor License Publication	0.00	138.81
51420.1 · Mobile Home Sch Dist Tax	15,365.92	13,289.19
51430.1 · Services - Office	627.25	635.17
51435.1 · Services - Computer	3,182.00	1,473.95
51436.1 · Website Expenses	600.00	0.00
51440.1 · Services - Ordinances	0.00	75.24
51450.1 · Office Supply Expense	2,732.39	1,128.08
51460.1 · Phone Expense	1,784.16	1,837.16
51470.1 · Internet Access Expense	1,306.68	782.33
51480.1 · OFFICE MAINTENANCE EXPENSE	1,668.00	0.00
51520.1 · Assessment Expense	3,398.46	3,399.12
51900.1 · Dues Subscriptions Mtg	432.73	648.21
51940.1 · Property/Liability Ins	6,373.00	6,644.50
51950.1 · Employee Bond	175.00	0.00
51970.1 · CURBSIDE CLUSTER BOX EXPENSE...	110.44	0.00
59110.1 · Education Expense	60.00	23.50
Total 51000 · General Government Expense	72,028.07	59,018.94
52100 · Protection Expense		
52140.2 · Ambulance Service	0.00	7,168.00
52220.2 · Tornado Sirens	1,199.43	0.00
52330.2 · Fire Prevention	10,910.69	10,685.23
52410.2 · Building Inspection	16,250.70	11,331.99
Total 52100 · Protection Expense	28,360.82	29,185.22
53710.3 · Garbage Collection Exp	34,978.06	34,317.24
54200 · Construction Expense		
54210.4 · Engineer Streets Hwy Curbs	4,158.70	0.00
54240.4 · STORM WATER MGMT EXPENSE	7,468.00	3,915.94
54310.4 · Construct Streets Hwy Curb	334,560.99	1,665.18
54350.4 · Snow Removal Exp	21,263.14	13,674.36
54420.4 · Street Ltg Exp	12,968.41	18,349.36
Total 54200 · Construction Expense	380,419.24	37,604.84
55240 · Recreation Expense		
55240.5 · Recreation Exp Other	9,729.42	153.27
55250.5 · Recreation Exp - Village Park	3,886.46	7,453.37
55260.5 · Recreation Exp Reagan	1,721.33	3,150.35
Total 55240 · Recreation Expense	15,337.21	10,756.99
56970.6 · Community Center/Fire House	5,600.00	5,400.00
59260.8 · Interest Long Term Debt	34,291.38	0.00
59271.9 · BANK SERVICE CHARGES TEMP LOANS	500.00	0.00
59280.9 · Interest Temp Note	0.00	3,283.33
59720 · Recycling Expense		
59720.1 · Recycling Expenses	12,104.59	11,277.59
Total 59720 · Recycling Expense	12,104.59	11,277.59
59725 · Miscellaneous Expense		
59950.8 · TRUCK/PER DIEM EXPENSE	900.00	900.00
Total 59725 · Miscellaneous Expense	900.00	900.00
Total Expense	584,519.37	191,744.15
Net Income	-400,000.89	-49,263.75

**Village of Eden - Operation & Maintenance
 Profit & Loss Prev Year Comparison
 January through September 2019**

	Jan - Sep 19	Jan - Sep 18
Income		
62100 · Flat Rate Sewer Fees	217,854.79	159,294.06
63100 · Customer Penalties	2,127.88	1,321.23
63300 · Interest on Investments	821.01	133.99
64000 · Miscellaneous Revenue	45,176.82	40,842.53
Total Income	265,980.50	201,591.81
Expense		
81000 · Payroll Expenses		
81100 · Social Security EXPENSE	76.96	28.44
81200 · MEDICARE EXPENSE	1,117.87	1,012.35
81300 · DEFERRED COMP EXPENSE	2,844.50	2,600.96
Total 81000 · Payroll Expenses	4,039.33	3,641.75
82000 · Supervision and Labor		
82100 · Power and Fuel Expense	62,874.33	59,957.78
82600 · Other Chemical Expense	17,147.18	17,880.35
82700 · Other Operation Expenses	7,534.50	7,297.79
82800 · Education Expense	13,594.44	18,457.75
83100 · Maintenance Expense	410.00	425.00
83200 · Replacement Fund Expense	15,541.48	14,883.57
84000 · Billing and Accounting Expense	14,064.87	387.81
84999 · INTERNET & TELEPHONE	14,220.00	9,860.00
85000 · Telephone Expense		
85000 · Telephone Expense	1,174.69	1,022.12
85050 · INTERNET EXPENSE	572.97	645.58
Total 84999 · INTERNET & TELEPHONE	1,747.66	1,667.70
85110 · OFFICE SUPPLY		
85100 · Office Supply Expense	366.14	273.00
85120 · COMPUTER EXPENSE	659.00	537.98
85150 · Postage and Mailings	434.87	471.93
Total 85110 · OFFICE SUPPLY	1,460.01	1,282.91
85250 · Insurance - Health		
85250 · Insurance - Health	15,724.67	15,157.39
85300 · Insurance Expense - Other		
85300 · Insurance Expense - Other	8,198.16	8,978.71
85400 · Interest Expense		
85401 · Long Term Interest Expense	30,894.85	0.00
85410 · Loan Expenditures	0.00	1,200.00
Total 85400 · Interest Expense	30,894.85	1,200.00
85500 · Truck Expense		
85500 · Truck Expense	0.00	1,959.62
85550 · Per Diem Expense		
85550 · Per Diem Expense	3,746.31	515.49
85600 · Miscellaneous Expense		
85600 · Miscellaneous Expense	0.00	0.00
Total Expense	211,197.79	163,553.62
Net Income	54,782.71	38,038.19

Sheila M Zook

From: Heckman, Angela E <angela.heckman@assetdevelopment.com>
Sent: Monday, October 7, 2019 3:08 PM
To: villageclerk@villageofeden.com
Subject: Manor Hill MHC New Managers

Good Afternoon,

I would like to take the time to introduce our self's.

David and Angie Heckman are the new Community managers of Manor Hill MHC.

Our contact info is: 920-477-4663 office # 920-204-1224 is the emergency #

We have been manager's since 1996. In Michigan then Ga, Florida and now Wi.

We hope that we can

Angie Heckman
Manor Hill MHC
63 Manor Hill Drive
Eden, WI 53019
(920) 477-4663 Office #
(920) 477-7207 Fax #
(920) 204-1224 Cell #

PO BOX 65
EDEN, WI 53019
www.villageofeden.com
920-477-4304
September 30, 2019

Mr. Luke Koffman
131 West Main Street
Eden, WI 53019

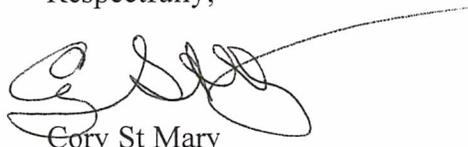
Dear Mr. Koffman,

This letter is to inform you that your property at 302 Margaret Avenue is in violation of Village Ordinance Public Nuisances Section .07 (2). "No person shall permit any weeds, grass or plants, other than trees, bushes, flowers or other ornamental plants to grow to a height to exceed 8" anywhere in the Village, and Section .05(13) Blighted Building and Premises

Please rectify the problem on your property within 10 days of receipt of this notice.

Thank you, in advance, for taking care of this matter.

Respectfully,



Cory St Mary
Village President

edenwwtp@gmail.com

From: "Dan Schaefer" <dschaefer@sehinc.com>
Date: Tuesday, October 15, 2019 8:33 AM
To: <edenwwtp@gmail.com>
Cc: "Paulette Hedrington" <phedrington@sehinc.com>
Attach: DNR Submittal Authorization Certificate - Eden.pdf
Subject: ITA/PERF Submittal Authorization - Eden

Hi Ed,

We are working through our proposal ahead of the deadline on October 29th submittal deadline, but in the interim, I wanted to be sure to make you aware of WDNR's Clean Water Fund Loan Program's upcoming deadline for submitting an Intent to Apply (ITA) and Priority Evaluation Ranking Form (PERF). These two forms are used by DNR to understand which municipalities may be submitting loan applications in the coming fiscal year, and also prioritize the list. For the coming fiscal year, it makes sense for Eden to submit an ITA and PERF to understand where the Village's potential future wastewater project might score with respect to other projects submitted across the state. Even though a project wouldn't go to bid in the coming fiscal year, the priority list gives a good indication on how much principal forgiveness (grant dollars) the Village could be in line for under the current program.

SEH can submit both forms to DNR on behalf of Eden at no cost to the Village, but in order to do so, we need to have written authorization to do so. Please review the attached authorization form, and if this is something you would like us to prepare on your behalf, have the Village President sign the form and return to either me or Paulette Hedrington (one of our funding specialists who I've copied on this email).

If possible, we'd need to have this form completed yet this week, as the deadline to submit ITAs and PERFs is October 31st and we would need some time to prepare them.

Thanks!

Dan Schaefer, PE (CO, NC, WI)
Senior Professional Engineer
920.287.0829 direct
262.305.2509 cell
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Don't know if you sent one yet

10/15/2019

State of Wisconsin
 Department of Natural Resources
 Environmental Loans Section-CF/2
 101 S. Webster Street
 PO Box 7921
 Madison, WI 53707-7921
dnr.wi.gov Search: Loans

**Environmental Improvement Fund (EIF)
 Online Submittal Authorization Certificate**
 (R 08/19)

If a municipality wants a consultant to submit materials on its behalf, the municipality must complete, sign, and send the Online Submittal Authorization Certificate to the DNR. An authorized municipal representative (*e.g., clerk, administrator, director of public works, mayor, president, or other position delegated such authority*) must sign the certificate. The completed certificate must be received by the DNR **before** the consultant will be granted access to submit materials on behalf of the municipality. Email the signed, completed certificate (in PDF format) to the EIF Database Manager at Rebecca.Mesdjian@wisconsin.gov.

The designated consultant's authorization will stay in effect until the municipality cancels it.

Notice: This certificate is authorized by ss. 281.58 and 281.61, Wis. Stats. Submittal of a completed certificate to the Department is mandatory for any municipal applicant choosing to allow a consultant access to its project(s), to enter or enter and submit required materials through the online system on behalf of the municipality. The designated consultant's authorization will stay in effect until the municipality revokes it. Failure to submit a complete, signed certificate to the Department shall result in denial of authorization meant for the consultant. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

Select one or both programs. Select one action for each selected program.

<input checked="" type="checkbox"/> Clean Water Fund Program (CWFP) <input type="radio"/> Read Only <input type="radio"/> Enter Only <input checked="" type="radio"/> Enter & Submit	<input type="checkbox"/> Safe Drinking Water Loan Program (SDWLP) <input type="radio"/> Read Only <input type="radio"/> Enter Only <input checked="" type="radio"/> Enter & Submit
--	--

Applicant Information	Consultant Information
Name of Municipality Village of Eden	Name of Engineering Firm Short Elliott Hendrickson Inc
Name of Main Municipal Contact Cory St. Mary	Name of Engineering Firm Consultant Paulette Hedrington
Title of Main Municipal Contact President	Title of Engineering Firm Consultant Community Development Specialist
Street Address, City, State, Zip Code 104 S. Pine St. Eden, WI 53019	Street Address, City, State, Zip Code 10 N Bridge Street Chippewa Falls, WI 54729
Phone Number <i>(include area code)</i> (920) 979-8631	Phone Number <i>(include area code)</i> 715-720-6258
Email Address edenwwtp@gmail.com	Email Address phedrington@sehinc.com

Municipal Certification

I am the authorized representative of the above-named municipality. I hereby certify on its behalf the above-named consultant is authorized to perform the above-selected action(s) through the online system, and they are further authorized and empowered to take related, necessary actions **until said municipality revokes their authorization.**

Signature of Municipality's Authorized Representative	Date Signed
Name of Authorized Representative <i>(print or type)</i>	Title of Authorized Representative <i>(print or type)</i>

Area Office
20 Camelot Drive
Fond du Lac, WI 54935



Aaron D. Cohn
Direct: 920-926-7113
Cell: 920-342-4270
Fax: 920-921-7330
acohn@neasphalt.com

BUDGET

QUOTATION TO:

Village of Eden
PO Box 65
Eden, WI 53019

Date: October 14, 2019

Plan Date:

Project Name: V/O EDEN CENTER STREET BUDGET 2020

Project Location:

Description	Quantity	Unit
Mill Pavement	2,215	SY
Shape Base	2,215	SY
2" Binder	255	TN
1.5" Surface	189	TN

BUDGET PRICE: \$56,964.95

Job Specific Notes:

- Budgetary purposes only.

*If you have any questions on this Budget, please call me at the contact information listed above.
Thank you!*

Thomas M. Olejniczak
Frederick L. Schmidt
R. George Burnett
Gregory A. Grobe
Tori L. Kluess
Robert M. Charles
Brick N. Murphy
Jodi Arndt Labs
David H. Weber
Ross W. Townsend
Michele M. McKinnon
Kurt A. Goehre
James M. Ledvina
Steven J. Krueger
Robert R. Gagan
Laura J. Beck
Jill J. Ray
Joshua M. Koch
Ryan J. Riebe
Adam H. Roundy
Matthew M. Van Nuland
John M. Calewarts

Retired:
J. Michael Jerry

Gregory B. Conway
1944-2017 (Founder)

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Since 1976

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September 19, 2019

Steven P. Sager
Sager Law Office, S.C.
P.O. Box 2068
Fond du lac, WI 54936-2068

**Re: Village of Eden Sanitary Sewer Improvements Project
PTS Contractors, Inc. RR Change Order Dated 11/30/18**

Dear Mr. Sager:

Our firm represents PTS Contractors, Inc. ("PTS"). PTS forwarded me a copy of your August 27, 2019 letter wherein you notified PTS that the Village of Eden (the "Village") denied PTS' change order/invoice dated November 30, 2018 for the additional costs it incurred on the Village of Eden Sanitary Sewer Improvements, Lakeside Easement, Main Street and Fond du Lac Avenue Project (the "Project"). PTS disagrees with the Village's position concerning the costs that were included in the November 30, 2018 invoice (the "Subject Invoice"). PTS encountered differing site conditions that prevented it from constructing the pipeline per the original contract specifications, as well as resulted in PTS incurring additional costs that were directly related to the differing site conditions, and thus PTS is entitled to recover the costs included in the Subject Invoice. Therefore, we are requesting the Village to reconsider its position based on the information presented below and approve payment of the Subject Invoice.

As you are aware, PTS submitted the Subject Invoice in the amount of \$24,703.31 for the additional costs it incurred as a result of the differing site conditions it encountered during its construction of the boring access pits (also known as a bore pit) at Approx. STA. 17+00. PTS' claim arises under the "Differing Subsurface or Physical Conditions" provision (commonly referred to as a "differing site conditions" clause) included in Section 4.03 of the Standard General Conditions of the Construction Contract (the "General Conditions"). Specifically, PTS encountered conditions at the Project site that (1) required a change in the Contract Documents (i.e., change in the plans that modified the scope of work performed at the subject location) and

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(2) differed materially from that shown or indicated in the Contract Documents. The soil boring reports provided to PTS during the bidding process did not indicate or otherwise suggest that PTS would encounter rock anywhere on the Project, including in the vicinity of the railroad where the pipe was to be constructed utilizing the jack and boring method (i.e., installation of casing and carrier pipe).

In the construction industry, differing site conditions are those physical conditions of the project site that are different from what was expected. Differing site conditions come in two different types. A "Type I" differing site condition is a latent physical condition that differs materially from that indicated in the contract documents. A "Type II" differing site condition is a latent physical condition of an unusual nature that differs materially from that ordinarily encountered, or generally recognized as inherent in the work at that project location. As for what constitutes a material difference, "materiality" includes (i) differences in the nature of what is encountered, (ii) differences in the quantity of work necessary as a result of the differing condition, and (iii) changes in the construction means and methods necessary to deal with the condition.

PTS is asserting a claim for a Type I Differing Site Condition due to the fact that it encountered differing soil conditions than what was indicated in the soil boring reports that were provided to PTS by the Village Engineer and such conditions prevented PTS from being able to construct the pipeline in the manner in which the original contract documents specified.¹ Per the soil boring information provided to PTS, the Village and its engineer collected a total of four borings of which two of the borings were near the railroad in the immediate vicinity of where PTS was to construct the bore pits. Based on the soil boring logs, contractors should have expected to encounter silty sands and clay at the Project site; there were no references to or indication of any bedrock being present in the project area. In addition to the soil boring logs, contractors bidding on the Project were put on notice that there was an existing line approximately 15" north of the new line to be constructed. The fact that there was another line in the immediate vicinity supported the findings stated in the boring logs as it would have been very unlikely that a contractor would have bored the line under the railroad through rock; the existence of the existing pipeline suggested that there were silty sand and/or clay soils present in the area. Furthermore, the Village Engineer, Eric Otte, informed PTS, both before and after the bid, that they did not see any bedrock at the boring locations. PTS had specifically inquired of Mr. Otte prior to submitting its bid as to whether it and its boring subcontractor should be concerned about the potential for bedrock and/or boulders during construction when bidding on the Project and Mr. Otte advised PTS that the soil borings did not indicate the possibility of rock. It is also important to note that Mr. Otte informed PTS that the Village would be willing to pay PTS extra

¹ I understand that it may be the Village's position that PTS was not able to rely on the soil boring logs when preparing its bid for the Project. To the extent that the Village is relying on Section 4.02.B. of the General Conditions, it is our position that such provision is not relevant as the "Supplementary Conditions" do not identify any "technical data," let alone the soil boring logs, as information that the contractor may not rely upon when asserting a claim against the owner or engineer.

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if it encountered “boulders” and that he was confident such issue would be worked out if and when PTS encountered such conditions. Attached is a copy of an email from Mr. Otte to Mark Schleis dated April 8, 2018 wherein you can see that Mr. Schleis was again posing questions about the soil conditions and the possibility of encountering rock. Based on the information presented by Mr. Otte, PTS was comfortable that it would be compensated for any additional costs it incurred as a result of encountering boulders or rock at the project site. Now the Village is taking a different position and trying to rely on a provision in the contract that was essentially waived by the parties’ own conduct.

In your August 27th letter, you cite to the fact that PTS did not strictly comply with the notice provisions of Section 4.03 of the General Conditions and thus it is not entitled to make a claim for extra charges relating to the attempted construction of the subject bore pits. We disagree. PTS immediately notified the Village Engineer of the differing site conditions it had encountered at the Project site and thus the Village was not prejudiced by the lack of written notice. Both the Village Engineer and Village were involved in discussions with PTS concerning the encountered site conditions and the challenges such conditions posed to constructing the pipeline in that particular section of the Project per the original plans and specifications (i.e., via jack and boring method). As soon as PTS encountered the rock, it stopped its operations until such time that the parties came to an agreement on how that particular segment of the pipeline would be constructed. Contrary to the assertions in your letter, PTS did not continue its work or otherwise “follow through” without any approval, acquiescence or agreement on the part of the Village or the Village Engineer. Rather, there were numerous discussions between the parties as to how PTS should proceed. At the conclusion of such discussions, it was ultimately decided that the existing pipe would be left in place under the railroad and that PTS would connect the new pipe to both sides of the existing pipe and install a liner inside the existing pipe. This process eliminated the need for the bore pits, thus making the work previously performed by PTS to construct the pits unnecessary. While the need for the bore pits was ultimately eliminated, PTS and its subcontractors expended a considerable amount of time and resources to perform such work and PTS is entitled to compensation for the work. Those are the costs included in the Subject Invoice and serve as the basis for PTS’ claim for additional compensation in the amount of \$24,703.31.

There is no question that PTS complied with the intent of the notice provision and thus it is inequitable for the Village to now deny payment on the additional costs that PTS incurred due to the differing site conditions. Besides, the Village and Village Engineer had waived strict compliance with the notice provision when other challenges and conditions necessitated a change in the project plans. Furthermore, the Village Engineer specifically advised PTS that it would be compensated for the additional time and costs it incurred as the result of encountering rock at the Project site.

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It is our opinion that the Village is acting in bad faith when it now relies on the lack of formal written notice to deny PTS' claim. It is very typical and standard in the sewer/water contractor industry in Wisconsin for municipalities to reimburse and compensate a contractor for the additional costs it incurs as the result of encountering differing site conditions such as those encountered by PTS on the Project regardless of whether there was a formal written notice provided. After all, due to the nature of the work and constant oversight by the Village Engineer and its employees, it is common practice for the parties to have discussions in live time without the need for formal notice, a notice that is likely to cause the project to come to a halt and unnecessarily delay its completion. This is what occurred on the Project; PTS worked directly with the Village Engineer and Village to discuss the site conditions and the various options that were available to the Village for construction of the pipeline in the subject area.

As stated above, the Village was not prejudiced by the lack of a formal written notice of the differing site condition. The notice provision is intended to give the owner the opportunity to verify and observe the differing site conditions at issue, to suspend work if necessary and design changes to the contract requirements as may be necessary to accommodate the changed conditions and to mitigate the cost impact of such differing site conditions. *See, e.g., Fru-Con Constr. Corp. v. U.S.*, 44 Fed. Cl. 298, 312-313 (1999); *Schnip Bldg. Co. v. U.S.*, 227 Ct. Cl. 148, 645 F.2d 950 (1981). In this matter, the Village and its engineer had actual knowledge of the conditions encountered by PTS; the Village Engineer was present at the Project Site daily throughout the duration of the Project, including the time frame in question, and thus had the opportunity to verify and observe the differing site conditions. The Village Engineer witnessed firsthand that PTS had encountered rock on the west side of the railroad, a condition that no one on the Project, including the Village Engineer, foresaw or anticipated. The parties also suspended work in this section of the Project so the Village Engineer and Village could review and consider the various options they had, including modifications to the contract requirements to accommodate the differing site conditions. In fact, the ultimate revisions that were made to the contract requirements resulted in a cost savings to the Village. Despite such cost savings, the Village wants to deny PTS' claim for the costs it incurred to construct the bore pits that were in the original specifications. This is simply unfair and unjust.

In addition to the lack of a formal written notice argument, it appears that the Village is taking the position that PTS should have requested additional soil boring information before any work was performed at the project site if it felt that it needed more soil information before it could proceed with its work. This is simply not a reasonable expectation and there is no basis for this assertion. Admittedly, the contract documents includes a site investigation provision. However, there are many court decisions across the country on this issue that have concluded a reasonable site investigation does not require an independent subsurface investigation. The subsurface investigation is typically undertaken by the owner and its engineer in order to design the project, as well as to assess the potential risks and site conditions that may be encountered so as to allow for a contractor to bid on the project without the need to add in significant contingencies (and

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thus keep the cost of the project down). If an owner wants to reduce or mitigate the risk of differing site condition claims, it could require additional soil borings up front during the design and pre-bidding phase; it is not up to the contractor to determine how many borings should have been collected as part of the design phase.

As for the adequacy of the soil borings and PTS' ability to rely on such data, there is an implied warranty of the adequacy of the plans and specifications presented by the owner and its engineer. This implied warranty was recognized by the United States Supreme Court in the landmark case of *United States v. Spearin*, 248 U.S. 132 (1918), wherein the court ruled that "if the contractor is bound to build according to plans and specifications prepared by the owner, the contractor will not be responsible for the consequences of defects in the plans and specifications." *Spearin*, 248 U.S. at 136. In other words, when the owner provides specifications directing how a contract is to be performed, the owner impliedly warrants that the contractor will be able to perform the contract satisfactorily if it follows the specifications. If the plans and specifications are for some reason inaccurate and the contractor is unable to build per the specifications, the owner bears responsibility. It is also important to note that "[t]he responsibility of the owner is not overcome by the usual clauses requiring builders to visit the site, to check the plans, [] to inform themselves of the requirements of the work, ... and to assume responsibility for the work until completion and acceptance." *Id.*, at 136-137.

The *Spearin* doctrine has evolved to recognize that the implied warranty may be asserted offensively where the contractor can show that its work was made more costly, timely, or difficult by defects in the plans and specifications provided by the owner. Under the *Spearin* doctrine, an owner breaches the implied warranty when the actual condition of the site is not as indicated in the plans and specifications. Accordingly, a breach occurs in an incident such as the one PTS faced wherein hard rock is found but the plans and specifications indicated silty sand or clay soils.

To invoke the *Spearin* doctrine, we simply need to show that PTS reasonably relied upon the defects in the plans and specifications, and that the defects in the plans and specifications adversely affected the cost, time, or difficulty in performing the work. PTS is easily able to make such a demonstration. In the matter at hand, PTS reasonably relied upon the soil boring logs (which were part of the contract documents) and the plans and specifications that provided for the installation of sewer pipe under the railroad via jack and boring method. However, because of the differing site conditions encountered, which conditions were directly contrary to the information contained in the soil boring logs, PTS was not able to install the new sewer pipe (consisting of the casing and carrier pipe) under the railroad via jack and boring. Instead, PTS had to construct the pipeline per the revised plans and specifications designed by the Village Engineer. In short, there was a breach of the implied warranty that resulted in damages to PTS and thus PTS is entitled to additional compensation under the differing site conditions provision.

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Finally, it appears from your August 27th letter that the Village is of the opinion that it is not responsible for the additional costs in the Subject Invoice on the ground that such costs do not qualify under the contractual terms for “unit price work” because there was actually no piping laid or placed under the railroad (i.e., no unit price work was performed). We disagree with this conclusion. First, the cost of constructing the subject bore / access pits that were needed to allow for the jack and boring and installation of the casing and carrier pipe under the railroad section was part of the “unit price” reflected in the “Boring and Jacking” bid item (i.e. Item 6 on Bid), which was \$845.00/linear feet. (See Section 6 of the Detail Specification for Boring and Jacking – Part 53). It was only because of the differing site conditions encountered by PTS that it and its subcontractor were not able to install the casing and carrier pipe via the jack and boring method specified in the original project plans. Had PTS not encountered rock, it would have been able to complete the “unit price work” per the original specifications and secured payment for its efforts to drill and construct the bore/access pits. PTS is merely seeking compensation for that portion of the “unit price” work it had completed until such time as it had encountered the differing site conditions that prevented it from constructing the pipeline per the original plans and specifications (i.e., laying of the pipe under the railroad).

Second, the fact that PTS encountered differing site conditions entitles it to additional compensation regardless of whether the contract was a “unit price work” contract or not. If the contract truly intended for the payment only of those items noted on the bid sheet, it would not have included or retained the contractual provisions that allow a contractor to submit a claim for extras, particularly for costs related to differing site conditions. The differing site conditions provision in the contract documents provides a remedy for unforeseen site conditions regardless of whether there are disclaimers in the contract. After all, it would be superfluous to include the differing site conditions provision if there was no intent to provide compensation for unanticipated site conditions but rather the intent was to shift the risk of those conditions to the contractor.

For the reasons stated above, PTS is entitled to compensation for the time and costs it incurred to construct and/or attempt to construct the subject bore and access pits for the casing and carrier pipe that was to be installed under the railroad per the original plans and specifications as such costs were the result of and directly tied to the differing site conditions encountered by PTS at the Project site. Accordingly, we request that the Village reconsider its initial decision to deny the Subject Invoice in the amount of \$24,703.31. PTS demands payment of such amount as soon as possible as the costs were incurred in November 2018 and originally submitted to the Village for approval in December 2018. For reasons unbeknownst to PTS, this matter has dragged out for a significant period of time and we wish to resolve PTS’ claim so the project can be closed out.

Please do not hesitate to contact me if you have any questions concerning this correspondence and/or PTS’ claim for extra compensation for differing site conditions.

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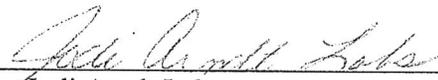
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Thank you.

Very truly yours,

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.

By: 
Jodi Arndt Labs

JAL:jal

Enclosure

cc: Mark Schleis, PTS Contractors, Inc.

3208237_2

From: [Casey Ashman](#)
To: [Jodi Arndt Labs](#)
Cc: [Mark Schleis](#)
Subject: FW: Boring info, Village of Eden
Date: Wednesday, September 18, 2019 12:01:09 PM
Attachments: [Eden Sanitary Sewer \(Boring Logs - Map\) - JE Arthur.pdf](#)
[20180405105252548.pdf](#)
[100133-bid tabulation.pdf](#)

From: Eric Otte <EricOtte@jeaaa.com>
Sent: Thursday, April 5, 2018 10:54 AM
To: Mark Schleis <mschleis@ptscontractors.net>
Cc: Cory St. Mary <corys@kwikwire.com>
Subject: Boring info, Village of Eden

Mark, attached you will find boring logs for 4 locations, each near either a bore and jack location, or an area where the new sewer is deeper than the existing. Also attached is a page from the DOT structure plan at their proposed culvert on CTH B. We do not see bedrock on any of these test locations. Does this change the way your bore and jack subcontractor would price this project?

Your point about hitting cobbles and boulders is well taken. The village would be willing to pay the boring contractor for extra time if boulders were encountered. I am confident we can work that out.

Also attached is the bid tab for that bid. If you have any questions, feel free to call. Thanks.



ERIC R. OTTE, P.E., P.L.S.

📍 548 Prairie Road, Fond du Lac, WI 54935

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