

**Village of Colfax  
Village Board  
Regular Meeting Agenda  
Monday, September 14, 2015  
Colfax Village Hall  
7:00 p.m.**

1. Call to Order
2. Roll Call
3. Public Appearances
  - a. Kathy Dunbar – Ordinance 7-1-10
4. Consent Agenda
  - a. Minutes
    - i. Regular Board Meeting Minutes, August 24, 2015
  - b. Training Requests – none
  - c. Facility Rental – none
  - d. Licenses –none
5. Communications – Village President
6. Consideration Items
  - a. Credit Card Payments for Utilities and Rescue Billing
7. Committee/Department Reports – (not for discussion or actions)
  - a. *Police –August 2015 Report*
  - b. *Rescue Squad – August 2015 Report*
  - c. *Fall Library Program list*
8. Review/Approval – Bills –August 24, 2015 – September 13, 2015
9. Adjourn

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn Niggemann, Administrator-Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962-3311 by 2:00 p.m. the Friday prior to the meeting so that any necessary arrangements can be made to accommodate each request.

It is possible that members of and possibly a quorum of members of the governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

- (2) Confinement. All registered pit bull dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel except when leashed and muzzled as provided in Subsection (b)(1). All pens or kennels shall comply with all zoning and building regulations of the Village and shall be kept in a clean and sanitary condition.
- (3) Confinement Indoors. No pit bull dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition.
- (4) Signs. All owners, keepers or harborers of registered pit bull dogs within the Village shall within ten (10) days of the effective date of this Section display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such animal.
- (5) Insurance. All owners, keepers or harborers of registered pit bull dogs must within thirty (30) days of the effective date of this Section provide proof to the Clerk-Treasurer of public liability insurance in a single incident amount of Fifty Thousand Dollars (\$50,000) for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such animal. Such insurance policy shall provide that no cancellation of the policy will be made unless ten (10) days written notice is first given to the Clerk-Treasurer.
- (6) Registration. All owners, keepers or harborers of pit bull dogs shall within thirty (30) days after the effective date of this Section register said dog with the Village by filing with the Clerk-Treasurer two (2) color photographs of the dog clearly showing the color and approximate size of the dog.
- (7) Reporting Requirements. All owners, keepers or harborers of registered pit bull dogs must within ten (10) days of the incident, report the following information in writing to the Clerk-Treasurer:
  - a. The removal from the Village or death of a registered pit bull;
  - b. The birth of offspring of a registered pit bull dog;
  - c. The new address of a registered pit bull dog should the dog be moved within the Village of Colfax.
  - d. If the registered pit bull dog is sold, the name and address of the new owner.
- (8) Animals Born of Registered Dogs. All offspring born of pit bull dogs registered within the Village must be removed from the Village within six (6) weeks after the birth of said animal.
- (9) Failure to Comply. It shall be unlawful for the owner, keeper or harborer of a pit bull dog registered with the Village to fail to comply with the requirements and conditions set forth in this Section.

**SEC. 7-1-10 ANIMAL FECES.**

- (a) Removal of Fecal Matter. The owner or person in charge of any dog, cat, horse, or other animal shall not permit solid fecal matter of such animal to deposit on any street, alley or other public or private property, unless such matter is immediately removed therefrom by said owner or person in charge. This Section shall not apply to a person who is visually or physically handicapped.

- (b) **Accumulation of Fecal Matter Prohibited on Private Yards.** The owner or person in charge of the dog or cat must also prevent accumulation of animal waste on his/her own property by regularly patrolling and properly disposing of the fecal matter.

**SEC. 7-1-11 INJURY TO PROPERTY BY ANIMALS.**

It shall be unlawful for any person owning or possessing an animal, dog or cat to permit such animal, dog or cat to go upon any parkway or private lands or premises without the permission of the owner of such premises and break, bruise, tear up, crush or injure any lawn, flower bed, plant, shrub, tree or garden in any manner whatsoever, or to defecate thereon.

**SEC. 7-1-12 BARKING DOGS OR CRYING CATS.**

It shall be unlawful for any person knowingly to keep or harbor any dog which habitually barks, howls or yelps, or any cat which habitually cries or howls to the great discomfort of the peace and quiet of the neighborhood or in such manner as to materially disturb or annoy persons in the neighborhood who are of ordinary sensibilities. Such dogs and cats are hereby declared to be a public nuisance. A dog or cat is considered to be in violation of this Section when two (2) formal, written complaints are filed with the Village Police Department within a four (4) week period.

**SEC. 7-1-13 PROHIBITED AND PROTECTED ANIMALS, FOWL, REPTILES AND INSECTS; FARM ANIMALS.**

(a) **Protected Animals.**

- (1) Possession and Sale of Protected Animals. It shall be unlawful for any person, firm or corporation to possess with intent to sell or offer for sale, or buy or attempt to buy, within the Village any of the following animals, alive or dead, or any part or product thereof: all wild cats of the family felidae, polar bear (*thalarctos maritimus*), red wolf (*canis niger*), vicuna (*vicugna vicugna*), gray or timber wolf (*canis lupus*), sea otter (*enhydra lutris*), Pacific ridley turtle (*lepidochelys olivacea*), Atlantic green turtle (*chelonina mydas*), Mexican ridley turtle (*lepidochelys kempi*).
- (2) Compliance with Federal Regulations. It shall be unlawful for any person, firm or corporation to buy, sell or offer for sale a native or foreign species or subspecies of mammal, bird, amphibian or reptile, or the dead body or parts thereof, which appears on the endangered species list designated by the United States Secretary of the Interior and published in the Code of Federal Regulations pursuant to the Endangered Species Act of 1969 (Public Law 135, 91st Congress).
- (3) Regulating the Importation of Certain Birds. No person, firm or corporation shall import or cause to be imported into this Village any part of the plumage, skin or dead body of any species of hawk, owl or eagle. This paragraph shall not be construed to forbid or restrict the importation or use of the plumage, skin, body or any part thereof legally collected for use by the American Indians for ceremonial purposes or in the preservation of their tribal customs and heritage.

**SEC. 7-1-21 KEEPING OF BEES.**

- (a) It shall be unlawful for any person to establish or maintain any hive, stand or box where bees are kept or keep any bees in or upon any premises within the corporate limits of the Village unless the bees are kept in accordance with the following provisions:
- (1) No hive, stand or box where bees are kept shall be located closer than twenty (20) feet to any property boundary. Such hives, stands or boxes may only be located in the rear yard.
  - (2) If bee colonies are kept within fifty (50) feet of any exterior boundary of the property on which the hive, stand or box is located, a barrier that will prevent bees from flying through it, no less than five (5) feet high, shall be installed and maintained along said exterior boundary. Said barrier may be either a natural planting or artificial.
  - (3) Fresh, clean watering facilities for bees shall be provided on the said premises.
  - (4) The bees and equipment shall be kept in accordance with the provisions of state law.
  - (5) A conditional user permit shall first be obtained pursuant to the Village Zoning Code.
- (b) Nothing in this Section shall be deemed or construed to prohibit the keeping of bees in a hive, stand or box located within a school or university building for the purpose of study or observation.

**SEC. 7-1-22 PENALTIES.**

- (a) Any person violating Sections 7-1-16, 7-1-17, 7-1-18, 7-1-19, 7-1-20 or 7-1-21 shall be subject to a forfeiture of not less than Fifty Dollars (\$50.00) and not more than Two Hundred Dollars (\$200.00). This Section shall also permit the Village Attorney to apply to the court of competent jurisdiction for a temporary or permanent injunction restraining any person from violating any aspect of this Ordinance.
- (b) (1) Anyone who violates Sections 7-1-1, 7-1-2, 7-1-3, 7-1-4 and 7-1-5 of this Code of Ordinances or Chapter 174, Wis. Stats., shall be subject to a forfeiture of not less than Twenty-five Dollars (\$25.00) and not more than Two Hundred Dollars (\$200.00) for the first offense and not less than One Hundred Dollars (\$100.00) and not more than Four Hundred Dollars (\$400.00) for any subsequent offenses.
- (2) An owner who refuses to comply with an order issued under Section 7-1-5 to deliver an animal to an officer, isolation facility or veterinarian or who does not comply with the conditions of an order that an animal be quarantined shall be fined not less than One Hundred Dollars (\$100.00) nor more than One Thousand Dollars (\$1,000.00) or imprisoned not more than sixty (60) days or both.
- (c) Any person who violates Sections 7-1-6 through 7-1-15 of this Code of Ordinances shall be subject to a forfeiture of not less than Twenty-five Dollars (\$25.00) and not more than One Hundred Dollars (\$100.00) for the first violation and not less than Fifty Dollars (\$50.00) and not more than Two Hundred Dollars (\$200.00) for subsequent violations.

1<sup>st</sup> Ordinance Violation \$ 50 + Dunn County fees = \$200.50.

2<sup>nd</sup> Ordinance Violation \$100 + Dunn County fees = \$263.50

- (d) Each day that a violation of this Chapter continues shall be deemed a separate violation. Any dog found to be the subject of a violation of this Section shall be subject to immediate seizure, impoundment and removal from the Village by Village officials in the event the owner or keeper of the dog fails to remove the dog from the Village. In addition to the foregoing penalties, any person who violates this Chapter shall pay all expenses including shelter, food, handling and veterinary care necessitated by the enforcement of this Chapter.

## **Village Board Meeting – August 24, 2015**

On August 24, 2015, the Village Board meeting was held at 7:00 p.m. at Village Hall, 613 Main Street. Members present: President Gunnufson, Trustees Halpin, Davis, Wolff, Schieber and Klukas. Excused: Trustee Olson and Trustee Schieber left at 7:40 p.m. Others present included members of Colfax Restoration Group- Joan Scharlau, Mona Thorson, Marylee Knutson, Troy Knutson, Diane Loew and Marge Seehaver, Representing the Colfax Railroad Museum, Herb Sakalakus, LeAnn Ralph from the Messenger, Director of Public Works-Rand Bates, Director of Rescue Squad – Don Knutson, Police Chief- Bill Anderson and Administrator-Clerk-Treasurer - Niggemann.

**Public Appearances** – none

**Minutes- Regular Board Meeting –August 10, 2015** - A motion was made by Trustee Halpin and seconded by Trustee Schieber to approve the Regular Board meeting minutes from August 10, 2015. Voting For: Trustees Klukas, Schieber, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

**Training Request** – A motion was made by Trustee Halpin and seconded by Trustee Klukas to approve the WRWA Regional Utility Management Training in Dodgeville, WI for Sheila Riemer on August 26, 2015. Voting For: Trustees Halpin, Davis, Wolff, Schieber, Klukas and Gunnufson. Voting Against: none. Motion carried.

A motion was made by Trustee Davis and seconded by Trustee Wolff to approve the 2015 Fall Town & Village Workshop training on Finance & Budgeting for Lynn Niggemann in Eau Claire, WI. Voting For: Trustees Klukas, Schieber, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

**Facility Rental** – none

**Licenses** – A motion was made by Trustee Halpin and seconded by Trustee Wolff to approve the 2015-2016 Operator's Licenses for Daniel Schneider, Kyle's Market. Voting For: Trustees Halpin, Davis, Wolff, Schieber, Klukas and Gunnufson. Voting Against: none. Motion carried.

**Communications** – President Gunnufson wanted to give a huge "Thank you" to the Village Streets and Parks staff for all the hard work in assisting with the Founder's Day celebration.

**Resolution 2015-06- Compliance Maintenance Annual Report (CMAR)** – A motion was made by Trustee Wolff and seconded by Trustee Halpin to approve Resolution 2015-06 – Compliance Maintenance Annual Report. Voting For: Trustees Klukas, Schieber, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

**Resolution 2015-07- Resolution of Support for the Colfax Railroad Museum**– A motion was made by Trustee Wolff and seconded by Trustee Halpin to approve the Resolution of Support for the Colfax Railroad Museum in attracting tourism to the Village of Colfax. Voting For: Trustees Halpin, Davis, Wolff, Schieber, Klukas and Gunnufson. Voting Against: none. Motion carried.

**2014 Personal Property Tax Refund Request- Charter Communications** – A motion was made by Trustee Davis and seconded by Trustee Klukas to approve the refund of overpayment due to inaccurate category totals for the 2014 Personal Property Tax for Charter Communications per the Wisconsin State Statute. Voting For: Trustees Klukas, Schieber, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

**The Red Cedar Sounds request for donation-** A motion was made by Trustee Halpin and seconded by Trustee Schieber to approve a \$50 donation to the Red Cedar Sounds. Voting For: Trustees Halpin, Davis, Wolff, Schieber, Klukas and Gunnufson. Voting Against: none. Motion carried.

**Ericksen Roed & Associates – Structural Engineer Report** – A motion was made by Trustee Wolff and seconded by Trustee Halpin to have Bates look at the short and long term financial obligation in reference to a list of materials and quotes to shore up the municipal building before winter as well as costs to increase drainage between the municipal building and the ramp. Voting For: Trustees Klukas, Schieber, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

**Dunn County Hazardous Waste Collection- September 9 & 10, 2015** – The Board reviewed what happens and how the residents are notified of the Dunn County Hazardous Collection. Dunn County advertises the event schedule in three different newspapers, one of which is the Messenger. Business owners that have used the service in the past should have received letters with registration forms to schedule a time for assistance. No action taken.

**Dunn County Radio Grant- Rescue Squad- Acceptance 25% Village portion \$1,700** – A motion was made by Trustee Halpin and seconded by Trustee Wolff to approve the Dunn County Radio grant with a \$1,700 commitment from the Village of Colfax for three portable radios and one mobile radio. Voting For: Trustees Halpin, Davis, Wolff, Klukas and Gunnufson. Voting Against: none. Motion carried. Trustee Schieber had to leave at 7:40 p.m. and did not vote on the remaining issues.

**Bremer Foundation Grant – Rescue Squad- \$22,536-** The Bremer Foundation Grant has been awarded to the Rescue Squad in the amount of \$22,536 to purchase two Electric Stair Chairs and two Nitrous Oxide drills. No monetary commitment from the Village. No action taken formally to accept the grant.


**Review/Approval – Bills – August 10, 2015 – August 23, 2015**– A motion was made by Trustee Halpin and seconded by Trustee Klukas to approve the August 10 to August 23, 2015 bills for payment. Voting For: Trustees Klukas, Wolff, Davis, Wolff and Gunnufson. Voting Against: none. Motion carried.

**Adjourn:** A motion was made by Trustee Klukas and seconded by Trustee Davis to adjourn Village Board meeting at 7:47 p.m. A voice vote was taken with all members voting yes. Motion carried.

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Scott Gunnufson, Village President

Attest: Lynn Niggemann  
Administrator-Clerk-Treasurer



## Utilities

Prepared for Village of Colfax- June 5, 2015

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### About GovPayNet

GovPayNet is a service-oriented processor of Tax & Utility Payments to government agencies.

- Founded in 1997 by a former Government Official
- Over 2,000 agency relationships in more than 40 states
- Process payments for over one million consumers annually

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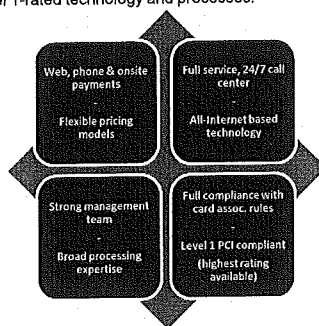
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### The GovPayNet Solution

The GovPayNet payment processing solution is provided at **no cost** to government agencies, although GovPayNet can support flexible pricing models including options for agencies to absorb the GovPayNet service fee. It is a fully Internet-based solution which means no hardware or software costs. With over 17 years of field experience, GovPayNet management and staff are experts in providing these services. GovPayNet accepts the major card brands – MasterCard, Visa, American Express & Discover, including credit, debit and prepaid debit or any combination. Payments can be made onsite, online and by phone, using PCI Level 1-rated technology and processes.



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### Payments & More

We have enhanced business processes that allow our client agencies to:

- Properly delegate chargeback, PCI, and compliance processes to GovPayNet
- Benefit from our fully-staffed, bilingual call center, a service that many other processors no longer offer
- Have the ability to view and approve reports and payments in "real-time"
- Enjoy the convenience of GovPayNet's patent-pending methods

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## Service & Approach

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### Service & Approach

- Quick and convenient processing of payments 24/7/365
- Payment Management Options for Cardholders
  - Major card brands accepted, so cardholders can use their preferred payment card -- credit, debit, prepaid debit
  - GovPayNet has the ability to combine multiple payers and/or multiple cards into a single payment



- Cardholders have multiple options, paying onsite, online or by phone, with payments confirmed by printouts or by email
- Fully-staffed, bilingual call center with live operators who can process payments AND handle cardholders' questions about payments
- Safe and secure transactions-GovPayNet has the highest security rating available, PCI Level 1



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## Service & Approach

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### Service & Approach

- Lower your costs
  - Save staff time through improved and expanded payer self-service opportunities
- Fast payment processing
  - GovPayNet's all-Internet system processes a requested payment on average in as little as just over one second
- Electronic settlement
  - GovPayNet Direct deposits funds for the prior day's activity on the next banking day
- Flexible system
  - The GovPayNet solution can be implemented without system integration, but can also integrate with nearly any existing business accounting or cashing system
- Online reporting & tracking
  - GovPayNet provides access to online reporting & tracking tools so agencies know the status of payments & deposits in real time



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## Innovation

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### Innovation

*Patent Pending* →

- **Onsite with Gov\$wipe®**
  - Our Internet-based, countertop payment solution
  - Automates data entry during payment
  - Easy set-up, connects to Internet-enabled computer via USB
  - No phone line or power source needed
- **Online**
  - GovPayNow.com
  - Agency-specific landing pages and agency search functionality make it easy for payers to make online payments at their convenience
- **By Phone**
  - 1-888-604-7888 Payment Hotline
  - Fully-staffed, bilingual call center with *Live Operators* to take payments and handle card holder questions about their payments



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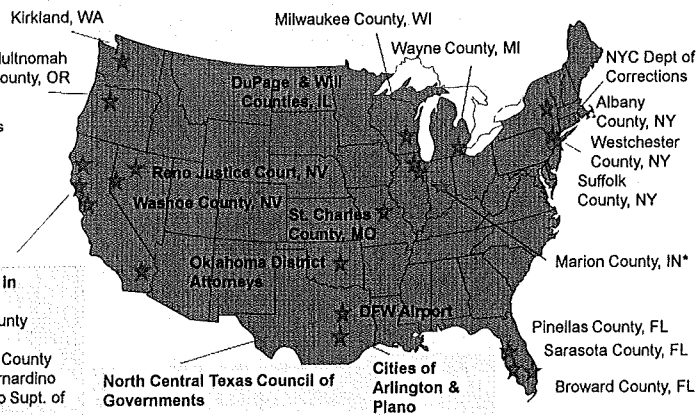
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**Select Locations in California:**

1. Mendocino County
2. Marin County
3. San Francisco County
4. City of San Bernardino
5. San Bernardino Supt. of Schools



\*GovPayNet Headquarters

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## Implementation

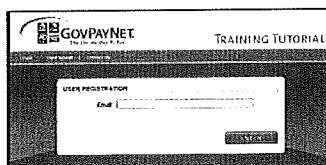
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### Implementation

The GovPayNet approach involves a supportive and flexible solution that can be quickly implemented to meet your needs.

To deliver our services, from implementation through customer assistance, GovPayNet has a Client Services Department dedicated to training and onboarding new accounts into our account management system, coordinating all functions necessary to implement the agreed-upon client requirements, and providing start-up and ongoing training, then continuing to fulfill the GovPayNet service commitment through our Call Center.



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## Keys to Success

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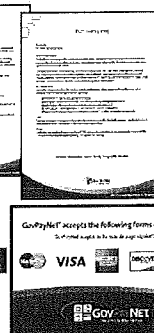
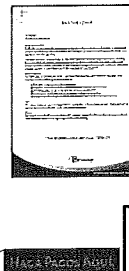
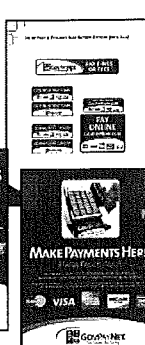
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### Keys to Success

Outreach & communication is important for successful program adoption. Utilize the GovPayNet multilingual marketing tools to announce payment options to the public:

- Media Kit
- Website Update Kit
- Point of Need Materials (posters, signs & counter cards)

HAGA PACOS FOR TELEPHONE



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**GovPayNet:** A category leader in processing credit, debit & prepaid debit card payments to government agencies. More than one million cardholders annually rely on us when making their payments to over 2,000 agencies in more than 40 states.

Ellen McNutt  
Account Manager  
7102 Lakeview Parkway West Drive  
Indianapolis, IN 46268

phone (888) 561-7888 ext 387  
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emcnutt@govpaynet.com

[www.GovPayNet.com](http://www.GovPayNet.com)

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## PARTICIPATION AGREEMENT

**Participant:**

Village of Colfax  
613 Main Street  
Colfax, WI 54730  
Main Voice Phone: (715) 962-3311

Government Payment Service, Inc. ("GPS")  
7102 Lakeview Parkway West Drive  
Indianapolis, Indiana 46268  
Phone: (866) 564-0169  
Facsimile: (888) 665-4755  
Email: [accounts@govpaynet.com](mailto:accounts@govpaynet.com)

**1. Services.** The above Participant authorizes GPS to act on its behalf in processing credit, debit, and prepaid debit card transactions through the Visa, MasterCard, Discover, and American Express payment systems for the payment types specified in this Participation Agreement ("Agreement"). GPS shall provide Participant with training, documentation, and electronic and telephonic support at GPS' expense. GPS shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

**2. Term and Termination.** This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for five years, automatically renewing for additional one year periods. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days written notice to GPS; (ii) by GPS upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

**3. Fees.** GPS shall not charge Participant for services. GPS shall collect all service fees from cardholders as its sole compensation. All service fees are non-refundable. GPS may modify service fees at its sole option, providing Participant with 30 days' advance written notice. Service fees are as described in Attachment "A" to this Agreement.

**4. Chargebacks.** Participant shall have no liability for chargebacks. GPS shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Participant through GPS, for asserting any challenges to chargeback claims, and for any resulting chargeback liability. All payments will be considered no longer subject to chargeback 12 months after their authorization date.

**5. Warranties.** Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with PCI DSS v3.0, requirement 12.9, will maintain proper security and responsibility for cardholder data while it is in GPS's possession, all at GPS' sole cost.

**5.1. IF PARTICIPANT IS A BAIL BONDSMAN:** Participant is duly licensed to provide its services in the jurisdiction(s) in which it operates and shall take all necessary actions to keep such license(s) current and in full force and effect. Participant, upon GPS request, shall provide GPS with current copies of such license(s). Participant shall only use GPS services for the collection of customer fees payable to Participant, not for the posting of cash sureties.

**6. Indemnification and Disclaimers.** GPS shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GPS' performance under this Agreement. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDERR DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS. GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO**

**MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.**

**7. Independent Contractor.** GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

**8. Taxes.** GPS shall be responsible for the payment of all taxes legally imposed upon its services.

**9. Notices.** All notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

**9.1. FOR PURPOSES OF SERVICE CHANGES:**

Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Participant's behalf (per the fees in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at

any time (i) authorize GPS to accept additional types of payments, (ii) cancel the processing through GPS of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *Gov\$wipe*<sup>®</sup>, etc.), (iv) modify the account(s) to which GPS shall direct payments to Participant, or, if Participant is a government entity and using appropriate means, (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any GPS services and equipment by specifying all such changes to GPS in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to GovPayNet, to [accountservices@govpaynet.com](mailto:accountservices@govpaynet.com)).

**10. *Gov\$wipe*.** GPS will provide Participants who select *Gov\$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GPS's option, Participant will allow GPS and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate cardholder data to GPS through Participant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing via *Gov\$wipe*

and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Participant to return card readers at GPS's expense and by such method as GPS specifies.

**11. Miscellaneous.** There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be

#### VILLAGE OF COLFAX

\_\_\_\_\_  
(signature)

Lynn Niggemann  
Clerk-Treasurer

\_\_\_\_\_  
Date

governed by the internal laws of the state of Indiana. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

**12. Completeness and Execution.** This Agreement is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s). This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or .pdf counterparts to this Agreement shall be deemed as valid as originals.

#### GOVERNMENT PAYMENT SERVICE, INC.

\_\_\_\_\_  
(signature)

Mark E. MacKenzie  
President & Chief Executive Officer

\_\_\_\_\_  
Date





**ATTACHMENT "A" – SERVICE FEES**  
**GPS Agree. No. WI-VILLAGEOFCOLFAX, 2015JUN08**

<b>Service Fee Schedule for Administrative &amp; Civil Payments #2</b>			
<b>Payments Made via Internet</b> <b>(Web/Gov\$wipe®)</b> <i>Service Fee Schedule #110</i>		<b>Telephone-Assisted Payments</b> <b>(Call Center/Live Agent)</b> <i>Service Fee Schedule #111</i>	
<b>Transaction Range</b>	<b>Service Fee</b>	<b>Transaction Range</b>	<b>Service Fee</b>
\$0.01 > \$50.00	\$1.50	\$0.01 > \$50.00	\$5.50
\$50.01 > \$75.00	\$1.75	\$50.01 > \$75.00	\$5.75
\$75.01 > \$100.00	\$3.00	\$75.01 > \$100.00	\$7.00
\$100.01 > \$150.00	\$4.00	\$100.01 > \$150.00	\$8.00
\$150.01 > \$200.00	\$6.00	\$150.01 > \$200.00	\$10.00
<i>For each additional increment of \$50.00,  or portion thereof, add \$1.50.</i>		<i>For each additional increment of \$50.00,  or portion thereof, add \$1.50.</i>	

***All Service Fees Are Non-refundable***



WILLIAM J. ANDERSON  
CHIEF OF POLICE

PHONE (715) 962-3136  
FAX (715) 962-4357

## COLFAX POLICE DEPARTMENT

PO BOX 417, 613 MAIN ST  
COLFAX, WISCONSIN 54730



### AUGUST 2015 MONTHLY POLICE REPORT

TRAFFIC STOPS: 19

COMPLAINTS: 60

TRAFFIC ACCIDENT:	1
CHILD CUSTODY:	1
SUSPICIOUS PERSON:	4
PAPER SERVICE:	1
CIVIL COMPLAINT:	1
WARRANT:	3
THEFT:	1
ANIMAL COMPLAINT:	5
OPEN DOOR:	1
AMBULANCE ASSIST:	3
LICENSE APPLICATION:	1
AREA WATCH:	1
PROPERTY DAMAGE:	1
HARASSMENT:	2
INFORMATION:	2
911 HANGUP / MISDIAL:	2
PROPERTY WATCH:	3
MISCELLANEOUS:	2
WORTHLESS CHECK:	2
BURNING COMPLAINT:	1
PROPERTY EXCHANGE:	1
JUVENILE COMPLAINT:	1
PROPERTY DAMAGE:	1

**Municipalities Responded to:**

Village of Colfax (CHS=6)	11
Village of Elk Mound	8
Town of Otter Creek	7
Town of Elk Mound	6
Town of Sand Creek	5
Village of Wheeler	4
Town of Tainter	2
<u>Town of Colfax</u>	<u>2</u>

<b>Total</b>	<b>45</b>
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**Receiving Facilities:**

Mayo Clinic Health System Eau Claire	14
Mayo Clinic Health Systems Menomonie	6
Sacred Heart Hospital	5
Lake View Medical Center Rice Lake	2
<u>Cancelled/refused/event</u>	<u>18</u>

<b>Total</b>	<b>45</b>
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**Types of Calls:**

Pain (abdominal, chest, etc.)	9
Altered	2
Respiratory Problem	2
CO poisoning	1
Fall Victim	6
Fire Stdby.	1

Bleeding	1
Psychiatric problem	1
Sick Person	2
Standby	8
Suicide	1
Motor vehicle crashes	4
Traumatic injuries	1
<u>Unconscious fainting</u>	<u>1</u>
<b>Total</b>	<b>45</b>

*Times of Call*

Time Period	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Percentage
0000 - 0300	0	0	0	1	0	0	1	2	4.44%
0300 - 0600	1	0	0	0	0	0	0	1	2.22%
0600 - 0900	2	0	1	1	1	1	2	8	17.78%
0900 - 1200	0	1	1	0	0	1	1	4	8.89%
1200 - 1500	4	0	0	0	2	1	0	7	15.56%
1500 - 1800	1	2	1	1	1	2	4	12	26.67%
1800 - 2100	0	1	1	0	2	3	0	7	15.56%
2100 - 2400	0	2	0	0	1	0	1	4	8.89%
Unknown	0	0	0	0	0	0	0	0	0.00%
<b>Total</b>	<b>8</b>	<b>6</b>	<b>4</b>	<b>3</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>45</b>	<b>100%</b>

*Average Patient Age (based on Date of Birth)*

Age	# of Runs	% of Runs
Less Than 1	0	0.00%
1 - 4	0	0.00%
5 - 9	0	0.00%
10 - 14	1	2.22%
15 - 19	5	11.11%
20 - 24	3	6.67%
25 - 34	0	0.00%
35 - 44	7	15.56%
45 - 54	0	0.00%
55 - 64	4	8.89%

65 - 74	6	13.33%
75 - 84	5	11.11%
85+	5	11.11%
Unknown	9	20.00%
Total	45	100%
Average Patient Age: 53		

**Fleet:**

Medic 8 Maintenance and Mileage Log	
<b>Total Mileage:</b>	5,666.70
<b>Yearly Fuel Total Gallons:</b>	614.01
<b>Average MPG:</b>	9.23
<b>Total yearly Fuel Cost:</b>	\$ 1,688.40
<b>Total Maintenance Cost:</b>	\$ 162.77
<b>fuel discount savings</b>	\$ 18.41

Medic 7 Maintenance and Mileage Log	
<b>Total Mileage:</b>	6,079.60
<b>Yearly Fuel Total Gallons:</b>	583.13
<b>Average MPG:</b>	10.43
<b>Total yearly Fuel Cost:</b>	\$1,591.54
<b>Total Maintenance Cost:</b>	\$ 431.58
<b>Fuel discount savings</b>	\$ 17.49

**Notes:**

- Refresher will be starting the end of the month for Advance EMT's.
- School football games are in full swing.
- Horse shows are winding down in September.

- We were awarded \$22,536.00 from the Otto Bremer Foundation for Nitrous Oxide equipment and Power stair chairs. Training will be included in our refresher.
- We were awarded from Dunn County Emergency Management (a federal grant) at a 25%/75% grant for 3 portables and one mobile radio.
- Annual meeting was well represented by Town of Elk Mound, Town of Tainter, Town of Otter Creek, Town of Grant, Village of Colfax, Colfax Messenger.
- Information distributed to schools for adventurer program starting in September.
- August meeting reviewed some less used equipment.
- September is EMT wellness with hearing tests being conducted by Okie Allen of Belltone from Eau Claire.
- Met with Colfax Superintendent of schools to review changes to the school.
- Manned a cooling station at the founder's day with good reviews.
- Working with our medical directors to create a protocol for Nitrous Oxide.
- Working on updating our State operational plan required.
- Working on finding a system to help Sheila get caught up with accounts receivable follow up
- August 13<sup>th</sup> had M-7 in for oil change, fuel filters, and DOT inspection at Interstate automotive.
- Set the computerized mapping up and the hospital diversion monitors up in the ambulance bay.
- Replaced 2 GPS that were not working and not updateable.
- Have a Safe Labor Day!

Service Before Self

9/09/2015 1:42 PM

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ACCT

## POOLED CHECKING ACCOUNT

## Accounting Checks

Posted From: 8/24/2015 From Account:  
Thru: 9/13/2015 Thru Account:

Check Nbr	Check Date	Payee	Amount
XCEL	8/31/2015	XCEL ENERGY	4,139.69
72296	8/31/2015	24-7 TELCOM	19.95
72297	8/31/2015	ALADTEC, INC	520.00
72298	8/31/2015	ARAMARK UNIFORM SERVICE, INC	180.97
72299	8/31/2015	BOBCAT PLUS	200.00
72300	8/31/2015	BOUND TREE MEDICAL, LLC	5.98
72301	8/31/2015	CARDMEMBER SERVICE	506.66
72302	8/31/2015	CARDMEMBER SERVICE	267.41
72303	8/31/2015	CENTURY LINK	44.94
72304	8/31/2015	CERTIFIED TESTING	505.00
72305	8/31/2015	CITY OF MENOMONIE	200.00
72306	8/31/2015	DYNAMITE CLOUD	360.00
72307	8/31/2015	GALE/CENGAGE	49.38
72308	8/31/2015	GRAINGER	335.54
72309	8/31/2015	HAWKINS, INC.	1,298.45
72310	8/31/2015	HENRY SCHEIN	123.25
72311	8/31/2015	HUMANADENTAL INS CO	902.72
72312	8/31/2015	INDIANHEAD FEDERATED LIBRARY SYSTEM	1,653.58
72313	8/31/2015	INTERSTATE AUTOMOTIVE	253.34
72314	8/31/2015	J & B MEDICAL SUPPLY	711.88
72315	8/31/2015	JYMIE MEDLOCK	80.00
72316	8/31/2015	LARRY PICKERIGN	375.00
72317	8/31/2015	MCHS-EAU CLAIRE CLINIC	43.00
72318	8/31/2015	MEDICA INS.	8,087.97
72319	8/31/2015	MEDPRO MIDWEST GROUP	126.00
72320	8/31/2015	MENARDS-EAU CLAIRE	217.57
72321	8/31/2015	MICRO MARKETING LLC	341.95
72322	8/31/2015	QUILL CORP.	1,331.94
72323	8/31/2015	R.K.R. SCREENPRINTING	95.23
72324	8/31/2015	RACOM CORPORATION	237.50
72325	8/31/2015	RED CEDAR SOUNDS	50.00
72326	8/31/2015	SHEILA RIEMER	52.15
72327	8/31/2015	ST. JOSEPH'S HOSPITAL	429.66

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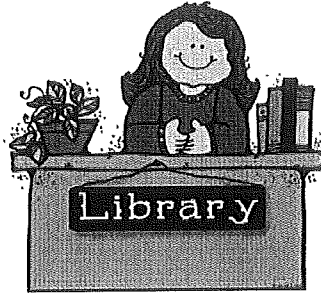
## POOLED CHECKING ACCOUNT

## Accounting Checks

Posted From: 8/24/2015 From Account:  
Thru: 9/13/2015 Thru Account:

Check Nbr	Check Date	Payee	Amount
72328	8/31/2015	SUNDSTROMS PIT PUMPING	125.00
72329	8/31/2015	WAL MART COMMUNITY/GEGRB	113.62
72330	8/31/2015	WEX BANK	620.10
72331	8/31/2015	WISCONSIN TOWNS ASSOCIATION	65.00
72332	8/31/2015	ZEMPEL APPRAISAL SERVICE	886.00
AFLAC	8/28/2015	AFLAC	196.38
EFTPS	8/27/2015	EFTPS-FEDERAL-SS-MEDICARE	4,983.33
EFTPS	9/10/2015	EFTPS-FEDERAL-SS-MEDICARE	5,015.89
WIDOR	8/27/2015	WI DEPARTMENT OF REVENUE	787.53
WIDOR	9/10/2015	WI DEPARTMENT OF REVENUE	764.30
WIETF	8/31/2015	WI DEPT OF EMPLOYEE TRUST FUNDS	4,775.59
AMAZON	8/25/2015	AMAZON.COM	317.10
CHARTER	8/28/2015	CHARTER COMMUNICATIONS	517.38
WIDCOMP	8/27/2015	WISCONSIN DEFERRED COMPENSATION	30.00
WIDCOMP	9/10/2015	WISCONSIN DEFERRED COMPENSATION	30.00
WEENERGIES	9/09/2015	WE ENERGIES	26.49
WEENERGIES	9/12/2015	WE ENERGIES	9.57
Grand Total			43,009.99





## ***Upcoming Library Programs***

***Story Time*** – Resumes September 2 through December 16<sup>th</sup> @ 10 am every Wednesday morning.

***Bottoms Up: Wisconsin's Historic Bars and Breweries (documentary)*** – Thursday September 24 @ 6:30 pm with facilitator Chuck Backus (Menomonie). The Colfax Woman's Club is interested in asking the Village for a temporary beer license so they can serve samples of local beer! No selling, just samples to try.

***LEGO Club*** – Every second and fourth Thursday of the month @ 3:30-4:30 pm

***Game Board Club*** – Every third Thursday of the month @ 3:30-5 pm.

***Colfax Book Club*** – Every third Thursday of the month @ 5:30 pm

***Friends of the Colfax Public Library*** – Every other month, held on Tuesday's @ 5:30 pm. The next Friends meeting will be Tuesday September 22nd. Other dates will be determined at the meeting.

***Most Gruesome Hauntings of the Midwest with Chad Lewis*** – Thursday October 15 @ 6:30 pm.

***Halloween & Pumpkin Fun Program (children's)*** – Thursday October 22 @ 6 pm

***Anna & Elsa Children's Program (characters from the movie Frozen)*** – Saturday November 14 @ 11 am.

***Old Order Amish Program with Professor Loudon*** – Thursday January 14<sup>th</sup> @ 6:30 pm  
Professor Mark Loudon teaches German at UW-Madison, and is a Mennonite and a fluent speaker of the Pennsylvania Dutch, which is the everyday language spoken by the Amish.

***Therapy Dog Reading Program*** – I am still working on this possible program. I've asked one of the Menomonie Public Library librarians if they know of a therapy dog in Dunn County. My idea, is to start a reading program where children come to the library and read to the therapy dog. This type of program supports children that struggle to read, and reading to a therapy dog helps the child relax and not feel self-conscious. I will keep you posted about this possible program.