

**Village of Colfax
Village Board Meeting
Monday, December 10, 2018 @ 7 p.m.
Village Hall
613 Main Street, Colfax, WI 54730**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the Village President
6. Consent Agenda
 - a. Minutes
 - i. Regular Board Meeting Minutes – November 26th, 2018
 - ii. Special Budget Public Hearing Minutes – December 3, 2018
 - b. Training Request- William Anderson – Law Enforcement Management Conference – January 14-17, 2019
 - c. Facility Rental – none
 - d. Licenses – Operator’s License December 10th, 2018 to June 30th, 2019 – Delores Ashley Springer – A Little Slice of Italy
7. Consideration Items
 - a. Ayres Associates Agreement
 - b. Police Software – Zercher/Tri-Tech
 - c. Bobcat Compact Track Loader Government Roll out Quote
 - d. Dunn County Humane Society Agreement
 - e. 2019 Fees
 - i. General Fees
 - ii. Sewer Fees
 - iii. Rescue Squad Fees
 - f. Special Event application – possible approval
 - g. Facility Use application to include the Chair Rental – possible approval
 - h. Review meeting dates
 - i. Budget Transfers – *if any*
8. Review/Approval – Bills – November 26th, 2018 to December 9th, 2018
9. Committee/Department Reports – (no action)
 - a. Joint Review Board meeting minutes, November 26, 2018
 - b. Weber Inspections – November 2018 Report
 - c. Rescue Squad Report- November
 - d. Colfax Police Report - November
 - e. Administrator-Clerk-Treasurer Report
10. 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 M. Niggemann - Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962-3311 by 2:00 p.m. the day 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.

Village Board Meeting – November 26, 2018

On November 26, 2018, the Village Board meeting began at 7:00 p.m. at the Village Hall, 613 Main St., Colfax, WI 54730. Members present: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham and K. Burcham and Stene. Others Present: Rick Johnson, Addison Vang – Dunn County Planner/Zoning Enforcement Officer, Dale Schiferl-Timber Technologies, Inc., Josh Dalton-Dunn County Humane Society, Sean Lentz and Chris Hetland- Ehlers , Police Chief Anderson, Public Works Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

Public Comments – Vang wanted to remind the Village Board that they are a part of the Dunn County Recreation Plan. The County is in the process of updating the recreation plan and would like the Village to get modifications to him for updating. The project list was provided and Vang would like any projects that are complete to be noted and any new projects that have come up, to be noted and returned by the end of December 2018. Vang also wanted to make Board members aware that there are grants available from the DNR that will assist with certain types of projects. Please check them out when considering completing projects.

Communications from the Village President- none

Consent Agenda

Regular Board Meeting Minutes – November 14th, 2018 – A motion was made by Trustee Halpin and seconded by Trustee Wolff to approve the minutes from the November 14th, 2018 Regular Board meeting. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Wolff, Davis, Halpin and Stene. Voting Against: none. Motion carried.

Training Request – none

Facility Rental – none

Licenses – Operator’s License November 26th, 2018 to June 30th, 2019 – Jenna Storing – The Blind Tiger – A motion was made by Trustee Halpin and seconded by Trustee M. Burcham to approve the operator license for Jenna Storing, November 26th, 2018 to June 30, 2019. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion Carried.

Consideration Items

Timber Technologies Inc. Update – Schiferl wanted to let the Village Board know how things were progressing for the expansion. He provided a set of plans and showed the Board what concerns he has in regards to the moving forward. He wants to verify which permits are necessary, who to contact regarding the street lights, sewer and water questions regarding the new building and street opening permits/fees. Schiferl also inquired as to whether there would be any TIF funds available to assist with the project. Schiferl will provide a list of his questions and concerns and await a response from Niggemann and Bates.

Dunn County Humane Society Agreement – The Board asked to explain the process if the Village did not have a contract with the Dunn County Humane Society. Any resident can bring an animal into the Humane Society as long as it is considered a stray and they have not been caring for the animal for a period of time, probably greater than two to three weeks. Law Enforcement, Dunn County Sheriff’s office, Board members, etc. can bring animals in, however, I would recommend against transporting

animals. Large intakes – if there are greater than 10 animals in one situation that is considered a large intake. This rarely happens, but if it does, it is usually a situation of a hoarder. Law Enforcement would be involved in most of those cases. If that occurred, the Humane Society would work with the Municipality regarding a reasonable compensation.

If the Village does not have a contract with the Dunn County Humane Society, the Village would be required to follow Statute requirements in caring for animals. If a resident brings in the animal and the Village is not under contract, the Dunn County Humane Society will not take the animal.

Dalton stated that the contract deadline was December 1, 2018; however, because he was unable to attend the previous meetings, he will accept a decision at the December 10th, 2018 meeting.

Debt Projections/Borrowing Capacity Discussions - Ehlers – Lentz and Hetland provided charts that show the Village and the current situation regarding G.O. Debt. The Village remaining capacity is \$1,213,230, current debt is \$1,382,270. It is not recommended to use 100% of your debt capacity, to allow for any emergency situation that could potentially come up. The debt payments change at approximately 2014 and 2026. If new debt is taken out, then these numbers would change. Hetland also explained the current debt for TID No. 3; showing sharing from TID No. 4 along with the three notes currently being paid. The end of the TID No. 3 life is 2029 and will end with a positive cash flow of approximately, \$665,203. TID No. 4 has been sharing funds with TID No. 3 and this allows the TIF to end in with a zero balance in 2026. The Timber Technologies expansion will play a role in the values of TID No. 4. The charts show the value remaining constant.

Lentz suggested a common model used with TIF projects, called Pay as You Go. Once a value has been established and a tax amount can be calculated; the Village could pay Timber Tech a percentage of their taxes back once they have paid their taxes to the Village for x number of years.

The Sewer Utility currently has enough Revenue Debt Coverage at a low of 1.34 in 2022. The 1.1 coverage is the minimum requirement. So you need to have enough revenue to cover all your expenses, depreciation and still have enough to cover the debt payment for that year. The combined utilities, Water and Sewer, the debt coverage is 1.37 in 2022.

Looking into the future . . . TID No. 4 – additional sewer extensions, \$60,000. Annual payments would be about \$10,000. The projects are based on the worst case scenario there would be a decrease of the end balance of the TIF to \$588,771. The Sewer project forecast, \$575,000 debt, the Village could get a Clean Water Fund Loan. By adding the debt, the Revenue Debt coverage will get very tight in 2022. The Sewer Utility alone shows that the sewer alone cannot cover the debt alone at a .77 rate in 2022. A Sewer rate increase would be recommended based on these numbers at 15%. Discussion around whether the Sewer rate could be adjusted in steps rather than all at one time, however, you will only be able to show the rate increase you have incorporated to use it as the debt coverage.

General Fund Balance discussion – Lentz feels that the Village of Colfax does a very good job at trying to keep a healthy fund balance. Of the \$1,442,029 fund balance, about \$630,321 is assigned and the balance of \$679,734 is unassigned. A good way to think about spending the fund balance is for projects within the TIF district which allow the funds to come back. The street project would be a good fit if you have it planned for.

T-Mobile Contract – The two questions that the Board wanted answered from T-Mobile were what is the cost to relocate? What would be a potential location? Where are other T-Mobile towers? Niggemann had tried to contact several people regarding getting answers from T-Mobile for the questions above, but was unsuccessful. Based on the proposed terms and the current terms, the Village would reach similar monthly rates in approximately 20 years. A motion was made by Trustee Jenson and seconded by Trustee M. Burcham to leave the T-Mobile contract as is. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Wolff, Davis, Halpin and Stene. Voting Against: none. Motion carried.

2019 Budget discussions- Health Insurance – Lifestyle Health Plan has provided firm rates. A comparison chart has been provided to assist with making a decision regarding the health insurance plan and company. The WEA Trust plan generally speaking has lower copays and a \$500 lower deductible when compared to Lifestyle Health Plan. The chart below shows the premiums from 2018 prior to census changing, 2018 after census changed and then the options for 2019.

Premiums	Monthly			Annual		
	Monthly Premium	Employer Share - 90%	Employees Share - 10%	Annual Premium	Employer Share- 90%	Employees Share-10%
WEA - 2018 premiums	8,886.82	7,998.14	888.68	106,641.84	95,977.66	10,664.18
WEA - Nov 2018 premiums	11,797.40	10,617.66	1,179.74	141,568.80	127,411.92	14,156.88
WEA Trust -2019	12,257.40	11,031.66	1,225.74	147,088.80	132,379.92	14,708.88
Lifestyle Health Plan-2019	9,759.29	8,783.36	975.93	117,111.48	105,400.33	11,711.15
WEA Trust H S A - 2019	10,471.56	9,424.40	1,047.16	125,658.72	113,092.85	12,565.87

After a lot of discussion, a motion was made by Trustee K. Burcham and seconded by Trustee Halpin to select the WEA Trust H S A plan with the \$3,000 deductible and contribute \$500/employee on an annual basis to a health savings account, with the same contribution of 90% premiums paid by employer and 10% paid by the employee. Voting For: Trustees K. Burcham, M. Burcham, Wolff, Halpin and Jenson. Voting Against: Trustees Stene and Davis. Motion carried.

Budget Transfers –none.

Review/Approval – Bills –November 14th, 2018 to November 25th, 2018 - A motion was made by Trustee Halpin and seconded by Trustee M. Burcham to approve the bills for November 14th, 2018 to November 25th, 2018. Voting For: Trustees Wolff, Davis, Halpin, Stene, K. Burcham, M. Burcham and Jenson. Voting Against: none. Motion carried.

Adjourn – All business was concluded and the meeting adjourned at 9:06 p.m.

Gary Stene, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

Special Budget Public Hearing - Board Meeting – December 3, 2018

On December 3, 2018, the Village Board met to hold the Special Budget Public Hearing at 7:00 p.m. at Village Hall, 613 Main Street. Members present: President Stene, Trustees Halpin, Davis, M. Burcham, K. Burcham, Wolff and Jenson. Others present included: Rick Johnson, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

Open Public Hearing - A motion was made by Trustee Jenson and seconded by Trustee M. Burcham to open the Public Hearing at 7:01 p.m. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Wolff, Davis, Halpin and Stene. Voting Against: none. Motion carried.

The Village President called for public comments and kept the public hearing open for five minutes. No public wanted to speak.

Close Public Hearing – A motion was made by Trustee Halpin and seconded by Trustee Davis to close the Public Hearing at 7:08 p.m. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion carried.

2019 Budget Review /Approval – The public notice reflected the levy amount of \$500,000 with the total expenses and revenues at \$1,193,126. The revenue and expenses for the Colfax Rescue Squad, Water Utility and Sewer Utility were published at the following amounts respectively \$464,189, \$270,950 and \$184,750.

Niggemann provided four charts for review by the Board to assist with the budget discussions. Chart One reflects the 2017 numbers. The chart labeled Option One represented the budget that was published with the Village levy at \$500,000; Option Two represents the levy amount at \$524,724 which would mean the Village would be levying for 100 percent of the debt payment; and Option Three represents the levy amount at \$467,726 which would be the amount allowable on the Levy Limit worksheet. Even though all jurisdictions requested less or equal amount as the prior year, 2017 payable in 2018; the tax rate is greater. The reasoning behind this increase net tax rate is due to the assessed valuation decrease of \$2,810,400. The tax collections will actually be \$104,104.82 less than 2017-2018 tax year; however the total tax will be distributed between less valuation which causes the net tax rate to be higher.

A motion was made by Trustee Halpin and seconded by Trustee Wolff to approve the 2019 General Fund Budget- Option One with a levy amount of \$500,000. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham and Stene. Voting Against: Trustee K. Burcham. Motion carried.

A motion was made by Trustee Wolff and seconded by Trustee Halpin to approve the 2019 General Fund Budget, the Colfax Rescue Squad, Water Utility and the Sewer Utility as published. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham and Stene. Voting Against: K. Burcham. Motion carried.

Set Tax Levy – A motion was made by Trustee Halpin and seconded by Trustee Wolff to approve the Village tax levy at \$500,000 with Tax Levy Resolution number 2018-03. Voting For: Trustees M. Burcham, Jenson, Wolff, Davis, Halpin and Stene. Voting Against: K. Burcham. Motion carried.

Adjourn –All business was complete and the meeting adjourned at 7:47 p.m.

Gary Stene, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

Meeting / Continuing Education Travel / Meeting Request Form

Name William Anderson
Date 12/04/2018

Position Chief of Police
Department: Police

Estimated Costs \$300.00

Date(s) of meeting: 01/14/2019 to 01/17/2019 Employee is / **NOT** required to attend (circle one)

Name of Requested meeting: Law Enforcement Management Conference

How will this improve your ability to perform your job? Getting up to date information concerning our profession, Networking

What alternatives are there to attending this meeting? (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.)

How will you share what you have learned with others? Pass along all pertinent information

Please include any additional comments on the back of this form

Expense Estimate	Requested 12/4/18	Approved
Tuition / Registration \$95.00	*Are others attending this meeting	YES / NO
Mileage / Airfare 0	(If yes, list names)	
Lodging \$141.00		
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration YES / NO		
Total \$300.00		
Time Request	Requested 12/4/18	Approved
Number of days absent: 3		
From Work Setting		
Vacation NA		
Paid Conference Time X		
Absent Without Pay (own time) NA		
Other		
Conference is estimated to be \$50+ less than last year- lodging split with Bloomer PD		

**A COPY OF THE MEETING DESCRIPTION AND AGENDA
MUST BE ATTACHED TO THIS REQUEST**

Lynn Diggemann
Supervisor

12-5-18
Date



WISCONSIN
INDIANHEAD
TECHNICAL
COLLEGE

AshlandNewRichmondRiceLakeSuperiorHaywardLadysmith

Rice Lake Campus

TO: William Anderson

FROM: Jennifer Ruid
Continuing Education Assistant

DATE: November 1, 2018

*LE Management Conference, Barker's Island
1/14/19 – 1/17/19*

The class will be held:

- 1:00 pm - 5:00 pm Monday, January 14, 2019
- 8:00 am - 5:00 pm Tuesday and Wednesday, January 15th and 16th, 2019
- 8:00 am – 12:00 pm Thursday, January 17, 2019

The training will take place at Barker's Island Inn, 300 Marina Drive, Superior, WI, 54880.

Lead Instructors include:

- Attorney Kyle Gulya
- David Ostertag of Verizon Threat Research Advisory Center
- Assistant Attorney General David Perlman
- Lieutenant Jerry Habanek, Detective Shelly Fisher, Detective Tom Casey and Detective Michelle Trussoni, who worked the recent Slenderman case in Waukesha.

24 hours T&S credit.

This three-day Management Conference will provide 24 hours of tailored training to leaders in the law enforcement profession. The training topics were selected to enhance the leadership skills of attendees during a trying time in American law enforcement.

Refreshments and lunch will be provided.



WISCONSIN
INDIANHEAD
TECHNICAL
COLLEGE

AshlandNewRichmondRiceLakeSuperiorHaywardLadysmith

Rice Lake Campus

All officers attending should bring the following items to class:

- Pen and notebook

Please provide a copy of this letter to your department chief, sheriff, or training officer. This will notify your agency of the confirmation of your spot on the course roster.

WITC appreciates your interest in our training programs. I look forward to fulfilling your training needs now and in the future.

Village of Colfax

PO Box 417 - Colfax, Wisconsin 54730 - Phone 715-962-3311
Fax 715-962-2221

Application for License to Serve Fermented Malt Beverages and Intoxicating Liquors

Provisional License New License Renewal License Fee: \$10.00 each application
Receipt: \$20.00 / 16283

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2019, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

Answer the following questions fully and completely: (PLEASE PRINT)

NAME Dolores Ashley Springer
FIRST NAME MIDDLE NAME LAST NAME
Telephone Number 636-575-7200 Email Address ashley080570@gmail.com
Current Address E9037 County Rd 54730
(Street) (City) (Zip Code) (yrs. at address)
Previous Address 300 Will Boleman Hewitt Tx 76643
(Street) (City) (Zip Code)
Date of Birth 08-05-1970 Age 48
Place of Employment Annie's Little Italy

POLICE DEPT APPLICABLE OFFENSE CRITERIA

A records check will be conducted for violations of any law or ordinances during the past 10 years that substantially relate to the license applied for. Those convictions are considered by the Village of Colfax in determining whether a license will be granted. You will be notified by the Village of Colfax Police Department if your application is recommended for denial to the Village Board.

Recommendation Approve Deny

[Signature]
(Chief of Police or designated staff Signature)

11/28/18
(Date)

STATE OF WISCONSIN/ DUNN COUNTY

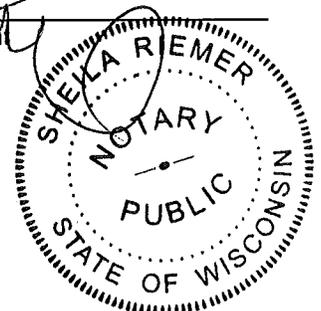
The above named applicant, being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license: that all the statements made by applicant are true.

[Signature]
Signature of Applicant

Subscribed and sworn before me this 20 day of November 20 18.

[Signature]
(Signature of Notary Public)

7-17-22
(Commission Expires)



Date Received: 11-20-18 Date to the Board: 12-10-18 Approved or Denied

WISCONSIN SELLER / SERVER CERTIFICATION

Trainee Name: Dolores Springer

School Name: 360training.com, Inc.

Date of Completion: 11/20/2018

Certification #: WI-90116

I, 

**Certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.**

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



Corporate Headquarters
6801 N Capital of Texas Hwy, Suite 150
Austin, TX 78731
P: 877-881-2235

Lynn Niggemann

From: Shambeau, Gareth <ShambeauG@ayresassociates.com>
Sent: Thursday, November 29, 2018 2:27 PM
To: Lynn Niggemann
Subject: RE: 2019 Proposal
Attachments: 2005 Master Agreement.pdf

Here you go Lynn,

A new Master would be similar in length (and similar in content). I am sure language has changed slightly over the years for some of the insurance and terms and conditions requirements, but in general same general content. With a new Master Agreement, future projects would just be a supplement agreement that would only need to include Attachments A-C and Attachments D-E would not need to be reincluded in each new agreement.

Alternatively, an individual contract on a project by project basis would be about this length and would have all 5 Attachments (A-E) each time we do a new project.

Gareth Shambeau, PE

Civil Engineer

Office: 715.834.3161 • Direct: 715.831.7616 • Mobile: 715.977.1723

ShambeauG@AyresAssociates.com

www.AyresAssociates.com

From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>
Sent: Thursday, November 29, 2018 10:54 AM
To: Shambeau, Gareth <ShambeauG@AyresAssociates.com>
Subject: RE: 2019 Proposal

I will discuss this with Rand when he returns. I wonder if you could send me the 2005 Master Agreement for a reference.

Thank you.

Lynn Niggemann

Administrator-Clerk-Treasurer

Village of Colfax

P.O. Box 417

613 Main Street

Colfax, WI 54730-0417

P: 715-962-3311; C: 715-308-9986; F: 715-962-2221

ClerkTreasurer@villageofcolfaxwi.org

Population 1,121

Confidentiality Notice: This electronic transmission, including any files attached hereto, may contain confidential information that is legally privileged, confidential, and exempt from disclosure. The information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or any employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any disclosure, dissemination, copying, distribution, or the taking of any action in reliance on the contents of this confidential information is strictly prohibited. If you have received this communication in error, please destroy it and immediately notify me at clerktreasurer@villageofcolfaxwi.org or 715.962-3311. Thank you.

From: Shambeau, Gareth [<mailto:ShambeauG@ayresassociates.com>]
Sent: Tuesday, November 27, 2018 3:00 PM

To: Lynn Niggemann
Subject: 2019 Proposal

Lynn,

One other item I am noticing as I work up this proposal... It looks like we have been back referencing a 2005 Master Agreement with the Village. I am thinking due to the age of this we should do one of two things with this new proposal I am updating for the 2019 work:

1. Write up a new Master Agreement that we can prepare shorter Supplement Agreements to moving forward and make a point to revisit the Master Agreement every 3 years or so (what we are doing currently, just update the Master). We typically try to do these with clients we work with repeatedly, particularly if we have multiple smaller review type contracts multiple times a year.
2. Write each contract as its own individual contract and reinstate the contract Terms & Conditions and Insurance Requirements attachments with each individual project. We use these more frequently with single or infrequent project clients.

Not sure if you would be the one to make this decision or would like to ask your board. Both are extremely common and it usually simply comes down to preference with our municipal clients. Let me know your thoughts and I will either get you a new Master Agreement with Individual Supplement for the 2019 Street & Utility Work or an Individual Contract for the 2019 Street & Utility Work.

Feel free to call if you have any questions on this.



Gareth Shambeau, PE

Civil Engineer

Ayres Associates

3433 Oakwood Hills Parkway • Eau Claire, WI 54701-7698

Office: 715.834.3161 • Direct: 715.831.7616 • Mobile: 715.977.1723

ShambeauG@AyresAssociates.com

www.AyresAssociates.com

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Design Phase THIS IS AN AGREEMENT made as of May 23, 2005, between the Village of Colfax, 613 Main Street, Colfax, Wisconsin 54730 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, Wisconsin 54701 (CONSULTANT).

OWNER intends to retain CONSULTANT on a non-exclusive basis from time to time to perform certain professional services as described in the Individual Project Supplements to this Master Agreement (hereinafter referred to as Attachments A, B, and C). Individual Project Supplements will be attached to and considered a part hereof on a project by project basis.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

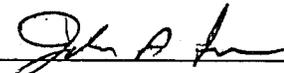
Example Individual Project Supplement (Attachment A – Scope of Services, Attachment B – Period of Services, and Attachment C – Compensation and Payments), consisting of 1 page.

Attachment D - Terms and Conditions, consisting of 4 pages.

Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire Master Agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

<u>Village of Colfax</u> OWNER		<u>Ayres Associates, Inc</u> CONSULTANT
	(Signature)	
<u>Gary Stene</u>	(Typed Name)	<u>John A. Iverson, P.E.</u>
<u>Village President</u>	(Title)	<u>Project Manager</u>
	(Date)	<u>June 10, 2005</u>
	(Attest)	
<u>John Jahr</u>	(Typed Name)	<u>Deb Fjelstad</u>
<u>Village Clerk</u>	(Title)	<u>Administrative Assistant</u>

INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated May 23, 2005, which is an attachment to the Master Agreement dated May 23, 2005 between the Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: Project Review Assistance- Zimmerman Subdivision

ATTACHMENT A - SCOPE OF SERVICES

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER'S professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.2 Development Guidelines

Assist the OWNER with preparation of a development guideline document to provide design and construction standards for subdivision infrastructure

1.3 Developer Agreement

Assist the OWNER in negotiating an agreement with the developer that details the responsibilities of the Developer and the OWNER. The Developer's agreement will be finalized by the OWNER'S attorney as a binding agreement.

1.4 Plan Review

Consultant will review the plans and specifications for the proposed subdivision for compliance with the development guidelines and the developer's agreement. If requested, CONSULTANT'S Surveyor will review the subdivision plat.

1.5 Review During Construction

Consultant or Consultant's agent will periodically visit the site during construction to observe materials and methods. Consultant will also be on call to visit the site if requested by a Village employee. Consultant will review test records provided by developers testing agency for conformance with the development guidelines.

1.6 Final Review

Consultant will walk the site with OWNER'S personnel and prepare a punch list of items that need to be finished/repared prior to the OWNER taking custody of the Street and utilities.

When the Consultant believes that to the best of consultant's knowledge the project is satisfactorily completed Consultant will provide a recommendation that the OWNER take custody of the street and utilities and that the warranty period begin.

ARTICLE 2 - ADDITIONAL SERVICES

Additional services may be provided as negotiated with and authorized by the OWNER.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER's employees and officials will report observations of construction to consultant and assist consultant during site review.

OWNER's attorney will review final legal document for the developer's agreement

ATTACHMENT B - PERIOD OF SERVICES

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Consultant's obligation to render services hereunder will extend for the period of the construction and the warranty period for the work.

ATTACHMENT C - COMPENSATION AND PAYMENTS

ARTICLE 5 - COMPENSATION AND PAYMENTS

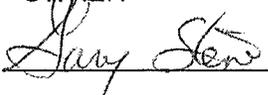
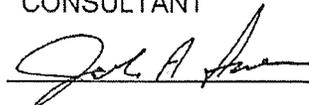
5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses.

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated to be \$5,000 to \$7,000.

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

<u>Village of Colfax</u>		<u>Ayres Associates Inc</u>
<u>OWNER</u>		<u>CONSULTANT</u>
<u></u>	(Signature)	<u></u>
<u>Gary Stene</u>	(Typed Name)	<u>John A. Iverson P.E.</u>
<u>Village President</u>	(Title)	<u>Project Manager</u>
<u>5/03/05</u>	(Date)	<u>5/23/05</u>

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Master Agreement dated May 23, 2005 between The Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A.

6.2 Opinions of Probable Cost

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and CONSULTANT and specifically set forth in this Agreement as a condition thereto, the following will apply.

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3 CONSULTANT will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on CONSULTANT and OWNER shall consent to an adjustment in such cost limit

commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound practices. In the case of (3), CONSULTANT shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay CONSULTANT, CONSULTANT's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to CONSULTANT on account of such services. The providing of such service will be the limit of CONSULTANT's responsibility in this regard and, having done so, CONSULTANT shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or

moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

ATTACHMENT E - INSURANCE

This is an attachment to the Master Agreement dated May 23, 2005 between The Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$ 100,000
Disease, Policy Limit:	\$ 500,000
Disease, Each Employee:	\$ 100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$ 1,000,000
Products-Completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$ 1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

End User License Agreement

This End User License Agreement (“EULA”) sets forth the terms and conditions for license and use of Zuercher Technologies LLC (“Zuercher”) software by the Customer (as defined below) named herein. **CUSTOMER’S SIGNATURE BELOW, OR CUSTOMER’S FIRST USE OF THE LICENSED SOFTWARE, SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY ZUERCHER.**

1. Definitions

- 1.1 “Customer” means Colfax Police Department.
- 1.2 “Go Live” means the date of the Customer’s first use of the Licensed Software as a live, non-test-bed system. This can be exhibited by events such as the completion by Customer of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- 1.3 “Licensed Software” means the Zuercher software in object code format licensed to Customer as listed in Section 5 of this EULA, and any associated product documentation furnished by Zuercher for use therewith.
- 1.4 “Server Hardware” means the computer hardware provided by Zuercher on which the Licensed Software has been installed by Zuercher and which operates in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network.

2. License

2.1 Grant of the License

Subject to the terms and conditions set forth herein, Zuercher hereby grants to the Customer, and the Customer accepts, a fully paid-up, perpetual, royalty-free and non-exclusive license to use the Licensed Software only for the Customer’s own internal business purposes, subject to the terms and limitations of this EULA. Customer may make a copy of the Licensed Software for backup purposes only.

2.2 Copies and Modifications

Unless otherwise agreed to in writing by Zuercher, no identifying marks, copyright or proprietary right notices may be deleted from any copies of the Licensed Software made by the Customer. The Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Licensed Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for the Licensed Software’s

performance if the Licensed Software has been modified, except as modified by Zuercher.

2.3 Restrictions on Usage

The Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server on which the Licensed Software operates or the Zuercher database except as provided for in documentation of this Agreement.

The Customer shall not access any Server Hardware on which the Licensed Software operates except as provided in documentation of this Agreement or cause any software except the Licensed Software provided under this EULA to be installed on or executed on the Server Hardware.

Customer acknowledges that the Licensed Software and its associated documentation furnished with the Licensed Software (the “Confidential Information”) constitute the trade secrets and proprietary information of Zuercher. Customer shall hold the Confidential Information in strict confidence and shall not disclose it to third parties except as necessary to exercise the licenses granted hereunder or as legally required. Without limiting the generality of the foregoing, Customer shall use reasonable means, not less than those used to protect its own trade secret and proprietary information, to safeguard the Confidential Information. Customer shall not attempt, or authorize or permit others to attempt, to imitate the Licensed Software using the Confidential Information or any part thereof, or to reverse engineer the Licensed Software by any method, now known or later discovered. Nothing in this EULA shall be construed as granting to Customer any title to the Licensed Software, or Zuercher trademarks or tradenames.

3. Copyright and Trademark Infringement

Zuercher represents and warrants that the Licensed Software does not infringe the copyrights, patents, trade secrets or trademarks (collectively “Intellectual Property Rights”) of any third party. In the event of a claim, allegation, action or proceeding (collectively “Claim”) brought against Customer alleging infringement by the Licensed Software of the Intellectual Property Rights of a third party, Zuercher will at its expense defend, indemnify and hold harmless Customer against such Claim, and damages, costs, liabilities and expenses (including court costs and reasonable attorneys’ fees) suffered or incurred in connection with such Claim, except for Customer’s attorney’s fees if Customer chooses to participate in the defense of such Claim), provided that Customer promptly notifies Zuercher of such Claim and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest such Claim, (ii) settle such Claim, (iii) procure for Customer the right to continue using the Licensed Software, and/or (iv) modify or replace the Licensed Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user documentation). Customer may participate in the defense of such Claim at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, or Customer’s use of the Licensed Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, or any temporary injunction restricting Customer’s use of the Licensed Software is in effect and has not been lifted within 90 days, the license granted in this EULA shall terminate upon the earlier of written notice from Zuercher to Customer, the date when the permanent injunction issues, or written notice from Customer to Zuercher terminating the license due to the continued application of the temporary injunction for 90 days or more. In the event of termination of this EULA due to an uncured Claim, Zuercher shall refund to Customer the license fees paid for the Licensed Software, less a prorated portion of such fees for the Customer’s use of

the Licensed Software, calculated by multiplying the ratio of the number of months of actual use in a live operational environment to thirty-six (36) months times the license fees paid. Any refund shall be conditioned upon Customer executing and delivering a release and waiver, in form and substance satisfactory to Zuercher, releasing Zuercher and its authorized reseller from any and all further liability and claims in respect to the Licensed Software. This Section 3 states the entire obligation of Zuercher, and Customer's sole redress, regarding infringement by the Licensed Software of Intellectual Property Rights, and it will survive the termination of this EULA.

Notwithstanding the above, Zuercher shall have no duty under this Section 3 with respect to, and Customer shall not bring an action against Zuercher for indemnification or other causes of action with respect to, any Claim to the extent arising from or related to infringements (i) by third-party equipment or third-party operating system software upon or with which the Licensed Software operates, (ii) arising out of modifications to the Licensed Software not made by or under the direction or authorization of Zuercher, (iii) resulting from use of the Licensed Software to practice any method or process which does not occur wholly within the Licensed Software, unless designed by Zuercher to do so, or (iv) resulting from modifications to the Licensed Software prepared pursuant to specifications or other material furnished by or on behalf of Customer.

4. Term and Termination

Provided that the terms and conditions of this EULA are complied with at all times, and subject to the termination provisions below, the licenses provided hereunder are perpetual.

Customer may surrender the licenses granted hereunder at any time by giving written notice to Zuercher and ceasing use of the Licensed Software.

Zuercher may terminate the licenses granted hereunder for cause if Customer materially breaches the terms of this EULA or otherwise infringes Zuercher's intellectual property rights in the Licensed Software, which breach is not remedied within thirty (30) days after the date of written notice to Customer of such breach.

Upon termination of the licenses granted hereunder, Customer shall permanently remove any Licensed Software from Customer's equipment, back-up media, or other storage locations and either (i) return all copies thereof to Zuercher or (ii) destroy such copies, as Zuercher directs.

The provisions of Sections 2.2, 2.3, 3, 4, 6 and 7 shall survive the termination of the licenses granted herein.

4.1 Additional Agency Term

Customer will be part of a regional system consisting of Customer, Dunn County Sheriff, Dunn County E-911, Menomonie Police Department, University of Wisconsin - Stout Police Department, Boyceville Police Department, and Elk Mound Police Department. Dunn County Sheriff will be the hosting agency (production site) for all agencies. Each of the Additional Agencies will enter into a separate End User License and/or other applicable Agreement. Costs for this regional system have been allocated across all Additional Agencies. Should any agency leave the regional system, additional fees, including but not limited to services and maintenance, will be allocated to the remaining agencies. In the event that any of the Additional Agencies chooses to move to a standalone

system, additional fees will be required for hardware, services, and applicable Zuercher Software for that agency to be a standalone system.

5. Licensed Software and Support

Please refer to Exhibit A – Pricing Detail for the list of software licenses being acquired by Customer as part of the host agency’s system. The license terms for the host agency are set forth in the separate Software License and Service Agreement between the host agency and Zuercher.

For all software licensed under this EULA and residing on the host agency’s server(s)/system, implementation and support of such software will be in accordance with the provisions of the host agency’s Software License and Service Agreement.

6. Limitation of Liability

The total liability of Zuercher for any claim or damage arising under this EULA, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the license fees paid for the Licensed Software or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by Zuercher’s insurance carrier(s), the coverage limits of such insurance.

IN NO EVENT SHALL ZUERCHER BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE LICENSED SOFTWARE, OR OTHERWISE RELATED TO THIS EULA, REGARDLESS OF WHETHER ZUERCHER HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

Zuercher, and not its authorized reseller from whom Customer may have purchased the Licensed Software, is responsible for honoring all Customer infringement and warranty claims and service issues associated with the Licensed Software. All Customer claims, for infringement, warranty or service issues, shall be addressed to Zuercher in writing at the address set forth below (or such other principal business address of Zuercher as Zuercher shall post on Zuercher’s website, at www.zuerchertech.com). Customer acknowledges and agrees that Zuercher’s authorized reseller bears no liability, and Customer shall not bring a claim against such authorized reseller, for infringement, warranty or service issues in respect to the Licensed Software or any other service or product furnished by Zuercher.

7. Warranty

Zuercher warrants that it owns or otherwise has all necessary rights in the Licensed Software to lawfully permit it to license the Licensed Software as described in this Agreement. Zuercher further warrants that the Licensed Software (including any ordered custom programming, enhancements and updates to such Licensed Software furnished by Zuercher to Customer) will operate in conformity with Zuercher’s applicable product specifications and documentation (including the applicable user guide(s)) for a period of twelve (12) months from the date of Go Live. In the event a warranty defect or breach is reported by Customer to Zuercher, Zuercher will, at its discretion, either correct or replace the defective Licensed Software with fully functioning replacement Licensed

Software. Upon notice of a warranty defect or breach, Zuercher shall correct or replace the Licensed Software within a reasonable timeframe.

Warranties for third party equipment or third party software supplied by Zuercher (or its authorized reseller) will be provided by the applicable vendor and passed through to the Customer by Zuercher, provided, for purposes of clarification, the foregoing does not limit the warranty made by Zuercher on the Licensed Software in this EULA. Zuercher will reasonably cooperate with Customer in Customer's pursuit of such third-party warranty claims.

ZUERCHER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT TO THE LICENSED SOFTWARE.

8. General Terms

This EULA represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the Licensed Software, and supersedes all prior written agreements, oral agreements, representations, descriptions, understandings or negotiations with respect to the matters covered by this EULA. If any term, provision, condition or covenant of this EULA is held to be invalid, void or unenforceable, the rest of the EULA shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this EULA shall be effective unless it is in writing and signed by Customer and an authorized officer of Zuercher. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this EULA nor any rights or obligations hereunder shall be assigned or otherwise transferred by Customer without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, conditioned or delayed. This EULA shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this EULA except as provided hereinabove. A facsimile of this EULA and its exhibit(s) may be used as an original.

Except to the extent that this EULA is governed by the laws of the United States, this EULA shall be governed, interpreted and enforced in accordance with the laws of the State of Wisconsin, USA, without regard to its conflict of laws provisions or the United Nations Convention for the International Sale of Goods.

All notices required to be given under this EULA shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by overnight delivery using a nationally recognized express carrier (e.g., UPS, FedEx, or USPS), (iii) by facsimile or email followed immediately by first-class mail or overnight delivery, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing pursuant to (i) above, or one (1) business day after full compliance with (ii), (iii) or (iv) above. As used herein, a "business day" shall mean a weekday other than a U.S. federal holiday.

COLFAX POLICE DEPARTMENT	ZUERCHER TECHNOLOGIES, LLC
	(A subsidiary of TriTech Software Systems)
613 Main Street Colfax, WI 54730 Attn: E-mail: Fax:	4509 West 58th Street Sioux Falls, South Dakota 57108 Attention:
Accepted by (signature):	Accepted by (signature):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit A: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 18,940	\$ 18,940
Zuercher Suite Training/Testing Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 11,960	\$ 11,960
Zuercher Suite Warm Standby Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 18,940	\$ 18,940
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
CAD Core			1	\$ 15,000	\$ 15,000
CAD Core (Agency Site License)	Dunn County E911		1	\$ 16,875	\$ 16,875
CAD Advanced (Agency Site License)	Dunn County E911		1	\$ 5,625	\$ 5,625
CAD - Basic Paging Interface (SMTP/Email)			1	Included	Included
CAD - E911 (ANI/ALI) Interface			1	Included	Included
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
Mapping Core			1	\$ 10,000	\$ 10,000
Mapping Core (Agency Site License) for Full-Time CAD Workstations	Dunn County E911	Per Agency	1	\$ 7,500	\$ 7,500
Mapping AVL (Agency Site License) for Full-Time CAD Workstations	Dunn County E911	Per Agency	1	\$ 7,500	\$ 7,500
Civil Core			1	\$ 5,000	\$ 5,000
Civil Core (Agency Site License)	Dunn County SO		1	\$ 3,204	\$ 3,204
Civil Advanced (Agency Site License)	Dunn County SO		1	\$ 1,068	\$ 1,068
Financial Core			1	Included	Included
Financial Core (Agency Site License)	Dunn County SO		1	Included	Included
Jail Core			1	\$ 20,000	\$ 20,000
Jail Core (Agency Site License)	Dunn County SO		1	\$ 20,475	\$ 20,475
Jail Advanced (Agency Site License)	Dunn County SO		1	\$ 6,825	\$ 6,825
Jail - Commissary Interface (Export)	Stellar		1	\$ 5,780	\$ 5,780
Jail - Livescan/AFIS Interface (Export)			1	\$ 7,560	\$ 7,560
Jail - N-DEx Adapter (IB IEPD)			1	Included	Included
Jail - VINE Interface (Export)			1	\$ 5,780	\$ 5,780
Mobile Core			1	\$ 5,000	\$ 5,000
Mobile AVL (Agency Site License)	Dunn County SO	Per Agency	1	\$ 6,380	\$ 6,380
Mobile AVL (Agency Site License)	Menomonie PD	Per Agency	1	\$ 2,200	\$ 2,200
Mobile AVL (Agency Site License)	UW Stout PD	Per Agency	1	\$ 440	\$ 440
Mobile AVL (Agency Site License)	Boyceville PD	Per Agency	1	\$ 440	\$ 440
Mobile AVL (Agency Site License)	Colfax PD	Per Agency	1	\$ 220	\$ 220
Mobile AVL (Agency Site License)	Elk Mound PD	Per Agency	1	\$ 220	\$ 220

Mobile CAD (Agency Site License)	Dunn County SO	Per Agency	1	\$ 14,355	\$ 14,355
Mobile CAD (Agency Site License)	Menomonie PD	Per Agency	1	\$ 4,950	\$ 4,950
Mobile CAD (Agency Site License)	UW Stout PD	Per Agency	1	\$ 990	\$ 990
Mobile CAD (Agency Site License)	Boyceville PD	Per Agency	1	\$ 990	\$ 990
Mobile CAD (Agency Site License)	Colfax PD	Per Agency	1	\$ 495	\$ 495
Mobile CAD (Agency Site License)	Elk Mound PD	Per Agency	1	\$ 495	\$ 495
Mobile Civil (Agency Site License)	Dunn County SO	Per Agency	1	Included	Included
Mobile Mapping (Agency Site License)	Dunn County SO	Per Agency	1	\$ 17,545	\$ 17,545
Mobile Mapping (Agency Site License)	Menomonie PD	Per Agency	1	\$ 6,050	\$ 6,050
Mobile Mapping (Agency Site License)	UW Stout PD	Per Agency	1	\$ 1,210	\$ 1,210
Mobile Mapping (Agency Site License)	Boyceville PD	Per Agency	1	\$ 1,210	\$ 1,210
Mobile Mapping (Agency Site License)	Colfax PD	Per Agency	1	\$ 605	\$ 605
Mobile Mapping (Agency Site License)	Elk Mound PD	Per Agency	1	\$ 605	\$ 605
Mobile NCIC	All LEA Units	Per Unit	45	Included	Included
Mobile Records (Agency Site License)	Dunn County SO	Per Agency	1	\$ 30,305	\$ 30,305
Mobile Records (Agency Site License)	Menomonie PD	Per Agency	1	\$ 10,450	\$ 10,450
Mobile Records (Agency Site License)	UW Stout PD	Per Agency	1	\$ 2,090	\$ 2,090
Mobile Records (Agency Site License)	Boyceville PD	Per Agency	1	\$ 2,090	\$ 2,090
Mobile Records (Agency Site License)	Colfax PD	Per Agency	1	\$ 1,045	\$ 1,045
Mobile Records (Agency Site License)	Elk Mound PD	Per Agency	1	\$ 1,045	\$ 1,045
Personnel Core			1	Included	Included
Personnel Core (Agency Site License)	Dunn County E911		1	Included	Included
Personnel Core (Agency Site License)	Dunn County SO		1	Included	Included
Personnel Core (Agency Site License)	Menomonie PD		1	Included	Included
Personnel Core (Agency Site License)	UW Stout PD		1	Included	Included
Personnel Core (Agency Site License)	Boyceville PD		1	Included	Included
Personnel Core (Agency Site License)	Colfax PD		1	Included	Included
Personnel Core (Agency Site License)	Elk Mound PD		1	Included	Included
Records Core			1	\$ 7,500	\$ 7,500
Records Core (Agency Site License)	Dunn County SO		1	\$ 18,900	\$ 18,900
Records Core (Agency Site License)	Menomonie PD		1	\$ 10,200	\$ 10,200
Records Core (Agency Site License)	UW Stout PD		1	\$ 3,300	\$ 3,300
Records Core (Agency Site License)	Boyceville PD		1	\$ 600	\$ 600
Records Core (Agency Site License)	Colfax PD		1	\$ 600	\$ 600
Records Core (Agency Site License)	Elk Mound PD		1	\$ 300	\$ 300
Records Advanced (Agency Site License)	Dunn County SO		1	\$ 6,300	\$ 6,300
Records Advanced (Agency Site License)	Menomonie PD		1	\$ 3,400	\$ 3,400
Records Advanced (Agency Site License)	UW Stout PD		1	\$ 1,100	\$ 1,100
Records Advanced (Agency Site License)	Boyceville PD		1	\$ 200	\$ 200
Records Advanced (Agency Site License)	Colfax PD		1	\$ 200	\$ 200
Records Advanced (Agency Site License)	Elk Mound PD		1	\$ 100	\$ 100
Records - WI Crime Reporting (WIBRS) Interface			1	Included	Included
Records - Badger TraCS Accident Reporting Interface (Import)			1	\$ 5,625	\$ 5,625
Records - Badger TraCS eCitations Interface (Import)			1	\$ 5,625	\$ 5,625
Records - N-DEX Adapter (IA IEPD)			1	Included	Included
Records - WI eReferral Interface (Export)			1	\$ 10,000	\$ 10,000
Reporting Core			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included

Zuercher Suite - TIME/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), DQ (Driver's License), QG (Gun), RQ (Vehicle Registration), Snowmobile Registration, Data Mining (WI only)		1	\$ 10,000	\$ 10,000
Zuercher Suite - Additional Agency TIME/NCIC Interface	Dunn County SO		1	\$ 2,500	\$ 2,500
Zuercher Suite - Additional Agency TIME/NCIC Interface	Menomonie PD		1	\$ 2,500	\$ 2,500
Zuercher Suite - Additional Agency TIME/NCIC Interface	UW Stout PD		1	\$ 1,238	\$ 1,238
Zuercher Suite - Additional Agency TIME/NCIC Interface	Boyceville PD		1	\$ 375	\$ 375
Zuercher Suite - Additional Agency TIME/NCIC Interface	Colfax PD		1	\$ 375	\$ 375
Zuercher Suite - Additional Agency TIME/NCIC Interface	Elk Mound PD		1	\$ 375	\$ 375
Zuercher Suite - Time Synchronization Interface			1	Included	Included
Software and Servers Pre-Discount Subtotal					\$ 395,770
Software and Servers Discount					\$ (173,091)
Software and Servers Total					\$ 222,679

Subscriptions	Comments	Unit	Qty	Price	Total
CAD - CLQ Location and Image Retrieval Subscription Core (up to 1,000 messages per month)			1	\$ 3,000	\$ 3,000
CAD - CLQ Location and Image Retrieval Subscription Core (Agency Site License)	Dunn County E911		1	\$ 1,500	\$ 1,500
Field Ops Subscription (for Zuercher Mobile users)	Dunn County SO	Per User	27	\$ 120	\$ 3,240
Field Ops Subscription (for Zuercher Mobile users)	Menomonie PD	Per User	10	\$ 120	\$ 1,200
Field Ops Subscription	Menomonie PD	Per User	17	\$ 360	\$ 6,120
Community Data Platform Subscription	Dunn County E911		1	Included	Included
Community Data Platform Subscription	Dunn County SO		1	Included	Included
Community Data Platform Subscription	Menomonie PD		1	Included	Included
Community Data Platform Subscription	UW Stout PD		1	Included	Included
Community Data Platform Subscription	Boyceville PD		1	Included	Included
Community Data Platform Subscription	Colfax PD		1	Included	Included
Community Data Platform Subscription	Elk Mound PD		1	Included	Included
Subscriptions Pre-Discount Subtotal					\$ 15,060
Subscriptions Discount					\$ (4,080)
Subscriptions Total					\$ 10,980

Peripheral Hardware	Comments	Unit	Qty	Price	Total
Jail - Mugshot Camera Package (Canon EOS Rebel)	Dunn County SO		1	\$ 1,396	\$ 1,396
Jail - Electronic Signature Pad (Topaz)	Dunn County SO		1	\$ 403	\$ 403
Mobile - GPS Receiver (Garmin)	Dunn County SO		29	\$ 88	\$ 2,564
Mobile - GPS Receiver (Garmin)	Menomonie PD		10	\$ 88	\$ 884
Mobile - GPS Receiver (Garmin)	UW Stout PD		2	\$ 88	\$ 177
Mobile - GPS Receiver (Garmin)	Boyceville PD		2	\$ 88	\$ 177
Mobile - GPS Receiver (Garmin)	Colfax PD		1	\$ 88	\$ 88
Mobile - GPS Receiver (Garmin)	Elk Mound PD		1	\$ 88	\$ 88

Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Dunn County SO		1	\$	949	\$	949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Menomonie PD		1	\$	949	\$	949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	UW Stout PD		1	\$	949	\$	949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Boyceville PD		1	\$	949	\$	949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Colfax PD		1	\$	949	\$	949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Elk Mound PD		1	\$	949	\$	949
Records - Electronic Signature Pad (Topaz)	Dunn County SO		1	\$	403	\$	403
Records - Electronic Signature Pad (Topaz)	Menomonie PD		1	\$	403	\$	403
Records - Electronic Signature Pad (Topaz)	UW Stout PD		1	\$	403	\$	403
Records - Electronic Signature Pad (Topaz)	Boyceville PD		1	\$	403	\$	403
Records - Electronic Signature Pad (Topaz)	Colfax PD		1	\$	403	\$	403
Peripheral Hardware Total						\$	13,486
Services							
Services	Comments	Unit	Qty	Price	Total		
Project Manager							
<i>2 round-trips anticipated</i>		Per Project	1	\$	37,862	\$	37,862
Configuration and Business Process Review (BPR)							
<i>2 round-trips anticipated</i>		Per Project	1	\$	15,480	\$	15,480
Training							
- CAD							
- Civil							
- Jail							
- Mobile (Train the Trainer)							
- Records (Train the Trainer)							
- Refresher							
<i>3 round-trips anticipated</i>		Per Project	1	\$	16,688	\$	16,688
Go-live Support							
<i>2 round-trips anticipated</i>		Per Project	1	\$	9,800	\$	9,800
Mapping - One-time GIS Data Set Up			1	\$	4,500	\$	4,500
Data Conversion	VisionAIR CAD	Per Module	1	\$	7,500	\$	7,500
Data Conversion	VisionAIR RMS	Per Module	1	\$	7,500	\$	7,500
Data Conversion	VisionAIR JMS	Per Module	1	\$	7,500	\$	7,500
Services Total						\$	106,830

Exhibit B: Payment Schedule

The total amount of this contract owed by the Colfax Police Department is \$5,460.

The amounts due under this contract by the Colfax Police Department are as follows:

Initial Contract Payment Due January 7, 2019	50%	\$2,730
Completion of BPR	30%	\$1,638
Go Live	20%	\$1,092

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$631 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

Community Data Platform Membership Agreement

Client: Colfax Police Department

Membership

- A. TriTech offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
 - a. Be a CJIS compliant Law Enforcement Agency
 - b. Agree to contribute data to the Community Data Platform including:
 - i. CAD
 - ii. RMS Incidents
 - iii. RMS Arrests
 - iv. RMS Warrants
 - v. RMS Master Names
 - c. Agree to allow TriTech to share their data with other Member Agencies and law enforcement third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
<ul style="list-style-type: none"> • Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency) 	YES	YES	
CAD Call for Service			
<ul style="list-style-type: none"> • QuickView 	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

- A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.

- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.
- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.
- F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY

NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:		To TriTech:
Colfax Police Department		TriTech Software Systems
Attn:		Attn: Contracts
613 Main Street		9477 Waples Street, Suite 100
Colfax, WI 54730		San Diego, CA 92121

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

COLFAX POLICE DEPARTMENT

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Technical Support Services:

Email Assistance. Client may contact TriTech via email for issues with IQ Search at CrimeView@tritech.com during normal Customer Service hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;

- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.



Bobcat[®]

Product Quotation

Quotation Number: 25982D026721

Date: 2018-11-26 09:06:31

Ship to	Bobcat Dealer	Bill To
Village of Colfax Attn: Rand P.O. Box 417 Colfax, WI 54730 Phone: (715) 962-4441	Bobcat Plus, Chippewa Falls, WI W2180 HALLIE ROAD CHIPPEWA FALLS WI 54729 Phone: 715-720-0300 Fax: 715-720-0303	Village of Colfax Attn: Rand P.O. Box 417 Colfax, WI 54730 Phone: (715) 962-4441

Contact: David Kadlec Phone: 715-720-0300 Fax: 715-720-0303 Cellular: 715-404-9552 E Mail: dkadlec@bobcatplus.com		

Description	Part No	Qty	Price Ea.	Total
T590 T4 Bobcat Compact Track Loader	M0263	1	\$54,616.00	\$54,616.00
66.0 HP Tier 4 Turbo Diesel Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Parking Brake, Seat Bar & Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Cylinder Cushioning - Lift, Tilt	& ISO 3471			
Engine/Hydraulic Systems Shutdown	Falling Object Protective Structure (FOPS) meets SAE-			
Glow Plugs (Automatically Activated)	J1043 & ISO 3449, Level I; (Level II is available			
Horn	through Bobcat Parts)			
Instrumentation: Engine Temperature & Fuel Gauges,	Parking Brake: Spring Applied, Pressure Released			
Hourmeter, RPM and Warning Lights	(SAPR)			
Lift Arm Support	Solid Mounted Carriage with 4 Rollers			
	Tracks: Rubber, 12.6" Wide			
	Machine Warranty: 12 Months, unlimited hours			
	Bobcat Engine Warranty: Additional 12 Months or total			
	of 2000 hours after initial 12 month warranty			
A91 Option Package	M0263-P01-A91	1	\$10,618.00	\$10,618.00
Cab enclosure with Heat and AC	Deluxe Instrument Panel			
High Flow Hydraulics	Keyless Start			
Two Speed Travel	Attachment Control Kit			
Sound Reduction	Cab Accessories Package			
Hydraulic Bucket Positioning	3-Point Seat Belt			
Power Bob-Tach				
Selectable Joystick Controls (SJC)	M0263-R01-C04	1	\$795.00	\$795.00
Heated Air Ride Suspension Seat - Cloth	M0263-R05-C11	1	\$458.00	\$458.00
Radio	M0263-R26-C02	1	\$480.00	\$480.00
Telematics US	M0263-R51-C02	1	\$0.00	\$0.00
Strobe Light Kit, Amber	7129301	1	\$226.00	\$226.00
Engine Block Heater	7328972	1	\$74.00	\$74.00
Total of Items Quoted				\$67,267.00
Dealer P.D.I.				\$200.00
Freight Charges				\$464.00
Dealer Assembly Charges				\$125.00
Trade-in	2018 Bobcat T590. A91package, joysticks. Approx 230hrs			(\$39,348.00)
	on it. no bucket			

Discount	Bobcat municipal discounts	(\$23,808.00)
Quote Total - US dollars		\$4,900.00

Notes:

Bobcat Plus to swap tracks, swap strobe, weld back hoe hooks on.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

Randy Bates

From: Dave Kadlec <dkadlec@bobcatplus.com>
Sent: Monday, November 26, 2018 9:15 AM
To: colfaxdpw@colfaxdpw.com
Subject: bobcat roll out
Attachments: village of colfax.pdf

Rand

Attached is the quote for the T590 roll out for the Village of Colfax. Due to price increases, aggressive programs and steel surcharges the roll out dollar amount has gone up. The following are some approximate repair costs on some of the components' of the machine that can fail per your request.

Hydraulic pump approx. \$12,000 with labor
Drive motors approx. \$5,000 each side with labor
Undercarriage. Rollers \$700 each, sprockets, \$400 each
Joysticks. \$1000, actuators \$800 each

Let me know if you have any other questions or need any other info.

Thanks and have a great day!

Dave

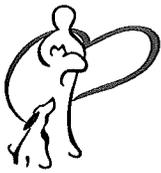


Randy Bates

From: Dave Kadlec <dkadlec@bobcatplus.com>
Sent: Monday, November 26, 2018 9:15 AM
To: colfaxdpw@colfaxdpw.com
Subject: injectors

Rand
Fuel injectors are \$1000 each

Bobcat Plus	<p>Dave Kadlec Bobcat Plus-Chippewa Falls Sales Specialist</p> <p>(715) 720-0300 Work (715) 404-9552 Mobile dkadlec@bobcatplus.com 2180 Hallie Road Chippewa Falls, WI 54729</p>
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Dunn County Humane Society

♥ promoting the humane treatment of animals ♥

302 Brickyard Road, Menomonie, WI 54751

(715) 232-9790 fax: (715) 232-9795 www.dunncountyhumanesociety.org

Executive Director
Josh Dalton

September 28, 2018

Kennel Manager
Jamie Wagner

To the Board of the Village of Colfax:

**Volunteer & Education
Coordinator**
Lisa Drenckhahn

Attached you will find a two-year contract with the Dunn County Humane Society for your review. The contract term runs 1/1/2019 through 12/31/2020. The computation of the per capita rate was multiplied by the most recent human population count of your municipality as reported by the Wisconsin Department of Administration.

Board of Directors

Jon Kroening
President

The two-year contract has been computed at a rate of \$1.88 per capita for the first year (2019) and \$1.99 per capita for the second year (2020). This amount is based upon a shelter census assessment of expenses versus income. It also represents a larger percentage increase than in years past due to an unexpectedly high reduction in our most recent county subsidy request. Thus, there is a larger rate increase for the first year in this term; however, we do anticipate county subsidy funding to not be reduced so drastically next year, thus the smaller increase for the second year of the term.

Kimberly L.S. Novotney
Vice-President

Stephanie Kazmarek
Treasurer

Prudy Shay
Secretary

Nancy Dimberio

Vicki Cole

Michele Register

Marsha Biggs

Kristin Rubenzer

Because we recognize the difficulties in ever-increasing costs of various necessary services, we are continuing to look for ways to add value to municipalities and citizens in Dunn County. One such way has been to offer selling of pet licenses for animals found and/or adopted out in the City of Menomonie. We would encourage you to partner with us to sell pet licenses for animals in your municipality. We have done so successfully for the City of Menomonie for several years, providing for increased revenue, licensing compliance by citizens, and a more convenient way for pet owners to register as we are open evenings and weekends. The partnership with them has helped offset the costs associated with our services and we ask for nothing in return as more licensed pets allows us to identify lost pets more easily.

Please review the contract and should you have any questions about the contract or partnering with us for pet license sales, please contact me at the shelter at 715-232-9790. In order for us to continue to accept animals from your municipality, please sign, date and return one executed copy of the attached by 12/1/2018.

Sincerely,

Joshua F. Dalton
Executive Director

Enclosures: 2 Partially-executed Copies of the 2019/2020 Contract
4th Quarter Invoice for 2018



Dunn County Humane Society
302 Brickyard Road
Menomonie, WI 54751
715-232-9790

Township/Village/City Municipality Contract

Agreement

This agreement, made and entered into this First day of January 2019 by and between the Village of Colfax, a municipal corporation hereinafter referred to as the "municipality", and the Dunn County Humane Society, Inc., a nonprofit corporation hereinafter referred to as "the society".

Witnesseth

Whereas, the municipality by its council deem it advisable and in the best interest of their citizens to turn over and designate to the society the care, sheltering, and placement of dogs and cats found stray within the boundaries of the municipality. The society will be responsible for the management and operation of a licensed animal shelter and the enforcement of state and local animal laws, as permitted by state laws and local ordinances.

Now, therefore, in consideration of these premises it is mutually agreed between the parties hereto as follows:

I. Responsibilities of the Dunn County Humane Society Inc.

The society is hereby designated, employed, assigned, authorized, delegated and empowered to impound all lost, stray or homeless dogs and cats coming into its control as a result of violations of the animal regulations and to place or humanely dispose of such animals. In the furtherance of these obligations, the society shall:

First: Manage and Operate an Animal Shelter

1. The society will furnish a state-licensed animal shelter facility located at 302 Brickyard Road in the city of Menomonie, Wisconsin.
2. The society will maintain proper and legal housing for dogs and cats which come into its custody. The society will service and impound dogs and cats that are potentially adoptable. The society will serve as a referral agency if possible, for animals not mentioned above.
3. The society will maintain suitable office hours at the animal shelter for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.
4. The society shall appoint competent and qualified agents for the carrying out of the responsibilities under this contract who shall be responsible to the elected officers of the society's board of directors.
5. The society shall provide proper food, water, shelter and other humane treatment for such animals while they are in the society's possession and until adopted or otherwise humanely disposed of.
6. The society will cooperate with the appropriate health department or law enforcement officers by following procedures required by any ordinance concerning persons or animals bitten by an animal at the society's shelter.
7. The society will serve as a centralized animal "lost and found" facility for persons within Dunn County.
8. The society shall retain all fees for animals reclaimed by their owners during impoundment and shall retain all fees for animals adopted by patrons. This includes, but is not limited to, all fees provided for in Chapter 174 of Wisconsin Statutes.

II. Responsibilities of the Municipality

In compliance with the terms and conditions of this contract, the municipality shall:

First: Supply all Licenses

1. The municipality shall purchase and supply to the public all such pet licenses, certificates, numbered (metallic) tags, and receipt forms as shall be required by the state or county in carrying out of its responsibility under law.

Second: Animal Control and Rescue of Animals

1. The municipality is responsible for animal control training and services within their boundaries as specified in Chapter 174 of Wisconsin Statutes. The municipality shall be responsible for the search and rescue of any covered injured animal or any covered animal which is trapped or is otherwise unnaturally restrained. The municipality shall be responsible for transporting such animals to the society's shelter in a humane manner.

2. Any seizure of animals in excess of quantity of 10 shall be construed as a large scale influx, and shall not be the sole financial and physical responsibility of the shelter. The municipality will be required to assist in the financial and medical care and placement of the animals.

Third: Issuance of Fines

1. The municipality is responsible for the issuance of fines within their jurisdiction and the collection thereof.

Fourth: Method of Payment, How Computed

1. The two-year contract payment shall be computed on a per capita rate based on the human population estimated in the municipality to be served.

2. The two-year contract shall be computed at a rate of \$1.88 per capita for the first year (2019) and \$1.99 per capita for the second year (2020).

3. It is understood and agreed that the contract sum shall be paid annually or quarterly with payments due upon receipt of the society's statement.

Estimated 2019 cost to the municipality:

Contract rate of \$1.88 per capita of 1,121

(per 2018 final estimates from The Wisconsin Department of Administration)=\$2,107.48*

Estimated 2020 cost to the municipality:

Contract rate of \$1.99 per capita of 1,121

(per 2018 final estimates from The Wisconsin Department of Administration)=\$2,230.79*

*Adjustments will be made after the Wisconsin Department of Administration's final estimate of census figures are available in fall of 2018 and the fall of 2019. The adjusted figures will be reflected on the January 2019 and January 2020 statements respectively.

III. Contract Length

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for two years from the date hereof. However, it is fully agreed that during the contract period, this contract may be terminated by either party upon 90 days written notice to the other of an intention to terminate this agreement or enter into a new agreement.

It is mutually understood and agreed to by the parties hereto that the municipality will defend this contract with all due and proper diligence should it be challenged by any action in law.

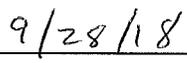
In witness whereof, the parties hereto have signed these presents and affixed their seals the day and year first above written.

Village of Colfax Representative

Date



Executive Director, Dunn County Humane Society



Date

Lynn Niggemann

From: Josh Dalton <director@dunncountyhumanesociety.org>
Sent: Thursday, October 11, 2018 12:51 PM
To: Colfax Clerk Treasurer
Subject: Re: V of Colfax Contract

As requested below are the number of animals brought in the last couple of years. We switched software several months ago and are having problems outputting details, but I am confident the counts are accurate and are only for animals found within the Village limits.

2017

8 - cats

4 - dogs

12 - total

1/1 to 9/30/2018

4 - cats

2 - dogs

6 - total

Please let me know if more information is needed.

Thanks,

Josh Dalton
Executive Director
Dunn County Humane Society
302 Brickyard RD
Menomonie, WI 54751
(715) 232-9790

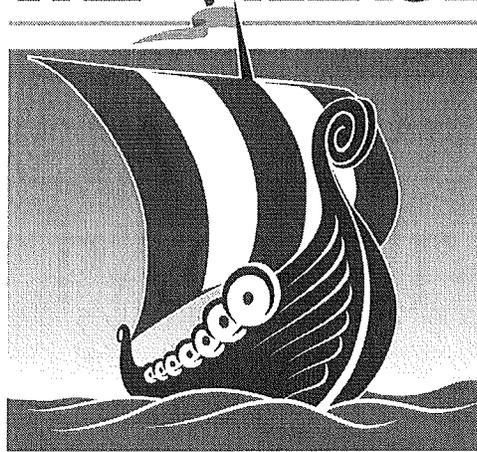
On Fri, Oct 5, 2018 at 11:56 AM Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org> wrote:

| Josh~

VILLAGE OF COLFAX

SPECIAL EVENTS PACKET

THE VILLAGE



OF COLFAX

SPECIAL EVENTS/
BEER TENT RENTAL

07.27.2015

Village of Colfax

613 Main Street, Colfax WI 54730

(Phone: 715-962-3311; Fax: 715-962-2221; E-mail: colfaxclerk@charter.net)

Special Event

Instructions: Complete all questions, indicating N/A where non-applicable. Return to the Village Clerk-Treasurer's office at the above address at least 60 days prior to the event.

Are you representing an organization sponsoring the event? No <input type="checkbox"/> Yes <input type="checkbox"/> (list information below)		Is the organization non-profit? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Organization's Name:			
Organization's Address:			
Organization's Phone:		(Fax)	(E-mail)
Purpose of Event:		Type of Event:	

Event Organizer's Name:			
Event Organizer's Address:			
Event Organizer's Phone:		(home)	(work)
		(E-mail)	

Name of Event:		Type of Event:	
Location of Event:		Date of Event:	Rain date:
Time of Event:	Start:	Finish:	
Time on Site:	Start:	Finish:	<i>(include set-up and clean-up time)</i>
Total Number of Anticipated Attendees: <i>(include event organizers, staff, volunteers and spectators)</i> _____	Village of Colfax Support Staff Requested? <input type="checkbox"/> No <input type="checkbox"/> Yes		
	Police:	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Roads:	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Other: (Specify)	<input type="checkbox"/> No <input type="checkbox"/> Yes	Number:

Are street(s) to be closed? <input type="checkbox"/> No <input type="checkbox"/> Yes, if so list <i>(If less than entire length, indicate by street number where to begin and end)</i>	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if City Road <input type="checkbox"/> <i>(attach approval from Village of Colfax)</i>	1.
	Entire length? <input type="checkbox"/> Yes <input type="checkbox"/> No Check here if County Road <input type="checkbox"/> <i>(attach approval from Dunn County)</i>	2.

What provisions are being made for traffic and parking? (Be sure to note traffic flow and parking sites on your site plan) Attach additional sheets if necessary.

What provisions are being made for crowd control and security? Attach additional sheets if necessary.

What provisions are being made for First Aid and Fire Emergency? (Be sure to show locations of emergency services on your site plan.)

What provisions are being made for additional restrooms, port-a-potty facilities? (Be sure to show locations of restrooms and port-a-potty facilities on your site plan.)

What provisions are being made for collection and removal of litter and recycling generated by the event? (Be sure garbage /recycling receptacles or dumpsters are shown on your site plan.)

Are vendors, information tables, or volunteer groups a part of your event? No Yes If yes, please explain.

Hold Harmless Agreement Completed and Attached? No Yes If no, please explain.

Will you be utilizing Village chair rental? No Yes

How many? _____ (Cost: \$1.00/chair)

RENTAL FEES

\$300 for Event-due upon booking

\$500 Deposit-due at time of rental

The applicant is responsible for obtaining any additional permits required by the municipality in conjunction with this event. Contact individual departments to obtain applications.

Check all that apply:

VILLAGE CLERK-TREASURER PERMITS 715-962-3311	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388	FIRE DEPARTMENT PERMITS 715-962-9184
<input type="checkbox"/> Temporary Beer/Wine	<input type="checkbox"/> Temporary Food Permit	<input type="checkbox"/> Fireworks/Pyrotechnics

By signing this application, applicant acknowledges that the issuance of a special event permit does not obligate or require the Village of Colfax to provide Village services, equipment or personnel in support of the event.

Signature:

Print Name:

Affiliation with Applicant (if applicable):

Date:

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between the Village of Colfax, hereinafter "Promisee", and _____, hereinafter "Promisor", on this ____ day of _____, 20 __, in Colfax, WI.

The intent of this Agreement is to indemnify Promisee from any claims arising from and related to the event scheduled on Village property.

Event Date: _____ **Event Location:** _____

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows:

Promisor will indemnify and hold harmless Promisee from any and all claims, actions, and judgements, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to the above listed event. Promisor's actions include the acts of Promisor's guests, agents and employees.

In the event any claim or suit is brought against Promisee within the scope of this Agreement, Promisor shall pay for legal counsel chosen by Promisee to defend against the same.

This Agreement shall encompass claims resulting from the scheduled event listed above against the Promisee.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this agreement.

This agreement shall be interpreted under the laws of the State of Wisconsin.

Promisor Signature

Promisee Signature – Village of Colfax
Lynn M. Niggemann, Administrator-Clerk-Treasurer

STATE OF WISCONSIN)
)ss.
COUNTY OF DUNN)

Promisor, _____, came before me this ____ day of _____, 20__, as the known person responsible for the event named above and the promisor is fully aware that the Promisee, Village of Colfax, will be held harmless for any and all claims, actions and judgements arising from and related to the named event.

Notary Public, State of Wisconsin

My Commission Expires: _____

APPLICATION FOR COMMUNITY USE OF VILLAGE FACILITIES & CHAIR RENTAL

Any person or organization intending to rent the fairground buildings, chairs or other park grounds must submit their rental agreement and payment prior to using the facilities.
Cost is \$30/day with \$100 deposit. Camping is \$5/night, \$10 with electricity.
Village chair rental is \$1/chair/day.

Name of Renter or Organization: _____

Activity: _____

Date of Use: ___/___/___ Circle ALL days: MON. TUES. WED. THURS. FRI. SAT. SUN.

Time of Use: From _____ AM/PM To _____ AM/PM

Facility to be Used: FAIRGROUNDS and/or BUILDINGS, MUNICIPAL BLDG., PARKS, CHAIRS, OTHER

Type of Event: Thrift Sale Ball Game Wedding Reunion Concert Benefit Graduation

Non Profit: Civic Church Charity Other: _____

Brief Description of Activity: _____

Chair Rental: How Many _____

THE RENTER OR ORGANIZATION AGREES TO THE FOLLOWING RULES:

- 1.) The individual listed as renter must be a minimum of 21 years of age and will be responsible for the rules, supervision and proper conduct of all persons using the facility.
- 2.) The renter shall be responsible for damage, loss, and/or breakage of Village property.
- 3.) All property belonging to the activity must be removed at the close of the event, **INCLUDING GARBAGE.**
(Must be taken with you)
- 4.) Any property belonging to the Village shall not be removed from the premises.
- 5.) Where permitted by law, the applicant shall agree to indemnify, save and hold free and harmless, the Village of Colfax, their officers, agents, and employees, from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the Village of Colfax, their officers, agents or employees, or any of them may sustain or incur or that may be imposed upon any of them or injury to, or death of persons or damages to property arising out of, connected with, or attributable to the rental, use and occupancy of the Village Facilities as provided herein.

Individual Responsible: _____

Address: _____

Phone Number: _____ Date: _____

USE OF VILLAGE FACILITIES

General Policy

Village Facilities belong to the residents of Colfax and we encourage the use of these facilities. Nonprofit organizations connected with the Village may use these facilities without charge. The \$100 deposit is still applicable and will be refunded upon satisfactory inspection of the premises.

When a youth activity is scheduled, the reservation must be made in the name of an adult at least 21 years of age. Please provide the Village with the names and telephone numbers of those who will act as chaperones.

INDIVIDUALS MAY NOT BORROW VILLAGE PROPERTY.

Fees

Fairgrounds and/or Buildings: \$30 per day payable with application, **PLUS** \$100 deposit (separate check due when picking key up)

Camping: \$5/night, \$10 with electricity/night.

Chair Rental: \$1/chair/day

Security deposits will be returned after inspection of premises and key return. The facilities must be "broom clean"; bring your own brooms, they are NOT provided.

Payment is to be made with reservations (at the Village Hall), any deposit is to be paid when the key is obtained from the Village Hall. A 24-hour cancellation notice prior to the event is required in order to assure the return of any monies paid.

Conditions of Use

The individual listed as the renter must be 21 years of age and will be held responsible for the adherence to the rules and proper conduct of all persons using the facilities. The renter will be billed for any missing items and/or any damage to the Village property.

All property belonging to the renter must be removed at the close of the activity, **INCLUDING GARBAGE!**

If decorations are used, they must be temporary and must be installed and removed during the rental period.

With the exception of the Colfax Free Fair and Colfax Firemen's Ball, all live music must end at 12:00 midnight.

The Village may require the renter to provide a Certificate of Insurance which will name the Village of Colfax as an additional insured, and shall provide adequate liability and property damage coverage for the event.

The Village shall NOT be responsible for the loss, theft, removal or damage to personal property, not for personal injury resulting from the conduct of any activities.

Portable toilet facilities are the financial responsibility of the group requiring the use of such.

If alcoholic beverages are sold, paid for by tickets, cost of meal, donations etc., a Class "B" Picnic License is required. The application, submitted by a legally formed organization, must be filed with the Village Clerk's office no less than 15 days PRIOR to event for consideration by the Colfax Village Board. The regular meetings are held on the second and fourth Mondays of each month. There is no special meeting held for consideration of application.

Not Permitted

Nudity

Drugs

Violence

Animal Sports

Fireworks w/o permit

Open Fire w/o permit

Overnight camping is not allowed without prior consent and fee payment. Fees may be paid and permission granted by the Village Clerk's office during regular office hours (8am-4pm) or from the Colfax Police Department personnel after hours.

We reserve the right to refuse rental of Village facilities, if in the opinion of the Village Board, the rental is not in the best interest of the Village of Colfax.

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/26/2018 From Account:
Thru: 12/09/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
UHS	11/29/2018	UHS PREMIUM BILLING	1,131.84
XCEL	12/03/2018	XCEL ENERGY	3,904.84
75199	11/30/2018	24-7 TELCOM	24.95
75200	11/30/2018	BOBCAT PRO	690.00
75201	11/30/2018	BOUND TREE MEDICAL, LLC	267.01
75202	11/30/2018	BREMER BANK	174,680.00
75203	11/30/2018	CENTURY LINK	103.28
75204	11/30/2018	COLFAX COHIAN YEARBOOK	65.00
75205	11/30/2018	COLFAX COMMUNITY FIRE DEPT	5,804.88
75206	11/30/2018	CREATIVE PRODUCT SOURCE INC	164.43
75207	11/30/2018	DAKOTA SUPPLY GROUP	700.08
75208	11/30/2018	DSPTS-DEPT. OF SAFETY & PROFESSIONAL SERV.	50.00
75209	11/30/2018	DUNN COUNTY RECYCLING	1,447.55
75210	11/30/2018	EBSCO INFORMATION SERVICES	1,270.66
75211	11/30/2018	HAWKINS, INC.	1,189.70
75212	11/30/2018	HENRY SCHEIN	800.82
75213	11/30/2018	HILL TRUCKING	302.50
75214	11/30/2018	HUEBSCH	84.50
75215	11/30/2018	HYDROCORP	496.00
75216	11/30/2018	JIGE SIGNS & GRAPHICS	1,425.00
75217	11/30/2018	MP CLOUD TECHNOLOGIES	1,000.00
75218	11/30/2018	SHRED AWAY	25.00
75219	11/30/2018	UNITED LABORATORIES	141.63
75220	11/30/2018	WAL MART COMMUNITY/GECRB	175.20
75221	11/30/2018	WELD RILEY	1,641.00
75222	11/30/2018	WRWA	617.85
75223	11/30/2018	ZEMPEL APPRAISAL SERVICE	800.00
AFLAC	11/28/2018	AFLAC	660.99
EFTPS	11/29/2018	EFTPS-FEDERAL-SS-MEDICARE	5,731.33
WIDOR	11/28/2018	WI DEPARTMENT OF REVENUE	1,101.33
WIETF	12/03/2018	WI DEPT OF EMPLOYEE TRUST FUNDS	9,639.33
CHARTER	11/28/2018	CHARTER COMMUNICATIONS	549.96
WIDCOMP	11/29/2018	WISCONSIN DEFERRED COMPENSATION	165.00

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/26/2018 From Account:
Thru: 12/09/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
			Grand Total
			216,851.66

Joint Review Board Minutes, November 26, 2018

On November 26, 2018, the Joint Review Board meeting was called to order at 6:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI.

Roll Call: Members Present: Village President Gary Stene, Dunn County Board member David Bartlett, Colfax Schools Superintendent William Yingst, Chippewa Valley Technical College representative Dan Lytle and Public member Mike Buchner. Other Present: Sean Lentz and Chris Hetland from Ehlers, Rick Johnson, Administrator-Clerk-Treasurer Lynn Niggemann, LeAnn Ralph with the Messenger.

Appointments

Chairperson - A motion was made by Yingst and seconded by Bartlett to nominate Gary Stene as the chairperson. A voice vote was taken with all members voting yes. Motion carried.

Public Member – A motion was made by Lytle and seconded by Bartlett to approve Mike Buchner as the public member. A voice vote was taken with all members voting yes. Motion carried.

Review Annual PE-300 reports of:

Tax Incremental District No. 3 and Tax Incremental District No. 4 - Lentz explained that the PE-300 Annual reports for Tax Increment District No. 3 and 4 have been provided to all members prior to the meeting via email. Lentz also explained that if there were any questions, they can be asked at any time. Lentz and Hetland would spend more time on the charts provided in the handout.

The chart for TID No. 3 shows it was created on 9/10/2002 and has an expenditure period through 2024. The maximum lift of district is 2029 and the final revenue year is 2030. The district currently has a cash balance of approximately \$175,174. The forward looking shows the increment going down a little bit due to the state eliminating the manufacturing personal property at the local level. The projected tax amount is listed to be approximately \$79,807 each year if all constants remained the same. TID No. 4 shares funds with TID No. 3. At the end of life the current projection is expected to be \$665,203.

The chart for TID No. 4 shows that it was created as a Mixed Use district on 2/22/2006, end of expenditure period is 2021, maximum life of district is 2026 and the final revenue year is also 2026. TID Value Increment is \$1,080,400 with a projected tax \$29,302. If there is no new construction and the value of the increment stays consistent, the district would end with a positive cash flow of zero.

Approve "Resolution Acknowledging Filing of Annual Reports and Compliance with Annual Meeting Requirement." – A motion was made by Bartlett and seconded by Yingst to approve the Joint Review Board Resolution. A voice vote was taken with all members voting yes. All members signed the resolution. Motion carried.

Adjourn: A voice vote was taken to adjourn the meeting at 6:23 p.m. Motion carried.

Gary Stene, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer



Mobile: 715-556-0066
FAX: 715-231-2447
www.weberinspections.com
inspector@weberinspections.com

Activity Report

Village of Colfax

November

Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/> 11/1/2018	Swartz	Rough Electrical	Passed	
<input type="checkbox"/> 11/1/2018	Swartz	Rough Construction	Passed	
<input type="checkbox"/> 11/9/2018	Reitz	Final Inspection/Occupancy	Passed	

November 2018 Colfax Rescue Report

Municipalities Responded To:

Village of Colfax	9
Village of Elk Mound	1
Village of Wheeler	2
Township of Elk Mound	6
Township of Colfax	4
Township of Grant	2
Township of Sand Creek	3
Township of Otter Creek	0
Township of Tainter	3
<u>Menomonie Mutual Aid</u>	<u>1</u>
Total	31

Receiving Facilities:

Mayo Clinic Health System	14
Mayo Clinic Health System Bloomer	1
Mayo Clinic Health System Menomonie	6
Hospital Sisters Health Systems Sacred Heart	2
Cancelled	2
Standby	4
<u>No Transport</u>	<u>2</u>
Total	31

Financials for November:

Billed Out:	\$33,188.42
Collected:	\$16,247.56
Medicaid Supplemental Payment	\$7,363.83

CRS Notes:

- We received a recall for M-8 for Brake Transmission Shift Interlock. This is scheduled for repair December 17th at Gilbert Motors.
- Starting January 1, we will be updating our billing program. The reason we are doing this is 1. Our current software is no longer being supported. 2. We reviewed many software companies including the newer version of our current software; and decided on MP Cloud Advanced software. Reason we chose MP Cloud Advanced software are because it is an ambulance billing software rather than a medical office software, they offered great support and training, better reports than we currently have, verifies addresses, capability of verifying insurances, and is a flat rate not variable on the number of calls we have.
- November 7th, we participated in a functional exercise with Wisconsin Emergency Management, Dunn Emergency Management, Colfax Fire Dept, Colfax Police Department, Colfax Schools, Colfax Health and Rehab, Menomonie Fire Department Level B Hazardous Material Team, Village Board, Village Administration. The scenario was a tornado striking the village causing much damage including a hazardous material situation. I believe a lot was learned by all.
- We received a \$500.00 donation from the Colfax Women's Club to go along with the Compeer Financial grant that brings us within \$100.00 of paying for updating one monitor to able to check patient's CO levels. We are trying another grant source to see if we can get our last \$100.00.
- December 24th through January 1 Director Knutson will be out of State, but I will carry my work cell phone with me. I will periodically check my emails and text messages. I will be visiting Mickey and Minnie.

WILLIAM J. ANDERSON
CHIEF OF POLICE

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

COLFAX POLICE DEPARTMENT

PO BOX 417, 613 MAIN ST.

COLFAX, WI 54730

NOVEMBER 2018 MONTHLY POLICE REPORT

CALLS FOR SERVICE: 77

TRAFFIC STOPS: 43

- ASSIST OTHER AGENCY: 5
 - Runaway Juvenile
 - Traffic control
 - Look for hit & run vehicle
 - Car vs. deer crash in county
 - Make a notification for Rochester PD

- DISORDERLY: 1
 - Male subject with inappropriate behavior in Library

- DOMESTIC: 1
 - Adult female arrested

- 911 MISDIAL/HANGUP: 1

- THEFT: 1
 - Items from business

- SUSPICION: 4
 - Late night suspicious vehicle at school
 - Suspicious vehicle at business x 2
 - Suspicious vehicle at ball field

- DRUGS: 1
 - Located on traffic stop
 -

- TRAFFIC COMPLAINT: 5
 - Broken down vehicle
 - School bus violation
 - Exhibition driving
 - Gas leakage
 - Erratic driver
 -
- ACCIDENT: 1
 - In parking lot

- ASSIST PUBLIC: 2
 - Keys locked in vehicles
 - Late night safe ride home
- ANIMAL COMPLAINT: 3
 - Concern for new puppies
 - Dog at large
 - Dog bite
- CIVIL: 3
 - Divorce / property x 2
 - Property dispute
- JUVENILE: 1
 - Thefts at school
- ALARM: 1
 - Fire Alarm- false alarm
- PAPER SERVICE: 1
 - Eviction
 -
- WARRANT: 2
 - Child support- to jail
 - Fail to appear
 -
- PROBATION VIOLATION: 1
 - Taken to jail