Village of Colfax Village Board Meeting Monday, January 14, 2019 @ 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 December 17th, 2018
 - b. Training Request
 - i. Tony Bell Chippewa Valley Tech, Eau Claire, WI. Spring 2019 Advanced EMT course
 - c. Rand Bates/Don Logslett/Ryan Bauer First Supply-Annual Municipal Training Day February 20, 2019
 - d. Facility Rental none
 - e. Licenses
 - i. Temporary Class "B"/"Class B" Retailer's License Colfax Woman's Club January 26th, 2019 event date – Annual Wine and Beer Tasting Fundraising Event
 - ii. Operator's License Dalton Bradford Kyle's Market January 14, 2019 to June 30, 2019
 - iii. Operator's License Lyndsey Pederson A Little Slice of Italy January 14, 2019 to June 30, 2019
 - iv. Operator's License Cierra Sarauer Express Mart- January 14, 2019 to June 30, 2019

Consideration Items

- a. Dunn Energy Electric at the Sewer Lagoon
- b. The OCD Foundation Presentation Travis Allen
- c. The OCD Foundation Request for Donation
- d. Ayres and Associates agreement Roosevelt Street
- e. HSA contribution Review
- f. Soo Park Land Update
- g. Water Meters 1" phase two
- 8. Review/Approval Bills –December 17th, 2018 to January 13th, 2019
- 9. Committee/Department Reports (no action)
 - a. Building Permits December 2018
 - b. Colfax Police Report December 2018
 - c. Rescue Squad Report December 2018

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.

Meeting / Continuing Education Travel / Meeting Request Form

Position EMT

Date1/10/2019 Department_Rescue Squad_ Estimate Costs_Advanced EMT class CVTC 642.32	
Date(s) of meetingSpring semester	Employee is NOT required to attend (circle
one)	Name of
Requested CVTC advanced EMT class perform your job? Increase license level to EMT Advance	How will this improve your ability to ed.
portorm your job . moreage meetice iever to min riavamee	- -
What alternatives are there to attending this meeting? (Inmeetings closer to Eau Claire, etc.) None	- house resources, literature review, participation in
How will you share what you have learned with others? In	creased licensed level.
Please include any additional comments on the back of the	nis form INFORMATION INCLUDED
Expense Estimate: X Requested	Approved
Tuition / Registration See Attached + \$642.32	2 + testing fees in May *Are
others attending this meeting YES / NO	
Mileage / Airfare 0	(If yes, list names)
Lodging	
*Would like the Registration Fee Miscellaneo	• • •
Total \$642.32	
Time Request:	Requested Approved
Number of days absent:	
From Work Setting	
Vacation	
Paid Conference Time	
Absent Without Pay (own time)	
Other	

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



Tony Bell

Name

Don Knutson

Don Knatson	
From: Sent: To: Subject:	admin=emseschedule.com@email.emseschedule.com on behalf of Tony Bell via EMS eSchedule <admin@emseschedule.com> Wednesday, January 2, 2019 12:31 PM dknutson@colfaxrescue.us Advanced EMT Course at CVTC</admin@emseschedule.com>
Good afternoon Don,	
The A-EMT Course nu Saturday's in there. Th	mber is 531-303-701. The start date is 1/21/2019 and it takes place on Monday nights with two ne tuition for this course is \$ 642.32 and the instructor is Jeff Rixmann.
Any questions, feel fre	ee to reach out to me.
Thank you,	
Tony Beli	

Meeting / Continuing Education Travel / Meeting Request Form

Name_RAND BATES	PositionPWE		
Date1/10/2019 DepartmentDPW			
DepartmentDr vv	Estimated Cos	ts	
Date(s) of meeting_2/20/2019		loyee <u>is / not</u> /req	uired to attend (circle one)
Name of Requested meeting: ANNUAL MUN	IICIPAL TRAINING		
How will this improve your ability to perform YEARS AND THEY HAVE BEEN TEACHING STEP OR A DIFFERENT PART OF THE HY	S HYDRANT REPAIR		
What alternatives are there to attending this meetings closer to Eau Claire, etc.) NONE		esources, literature re	eview, participation in
How will you share what you have learned w	th others?.THEY HA\	'E ALSO BEEN ATT	ENDING
Please include any additional comments on t	he back of this form		
Expense Estimate: 0	equested	Appro	ved
Tuition / Registration \$ 0		ners attending thi	s meeting names are names)
Mileage / Airfare 0	DON LOG	SLETT RYAN	I BAUER
Lodging 0			
*Would like the Registration Fee M	iscellaneous pre p	aid and mailed w	rith your registration
Total 0			,
		*	
Time Request: ½ DAY	Reques	ted	Approved
Number of days absent:			
From Work Setting			
Vacation	· · · · · · · · · · · · · · · · · · ·		
Paid Conference Time			
Absent Without Pay (own time)			
Other	 		
A COPY OF THE MI	FETING DESCRIP	TION AND AGE	NDΔ
	TTACHED TO TH		146/7

MUST BE ATTACHED TO THIS REQUEST

- Lynn	Mageman	1/11/19
Supervisor	. 18	Date

FIRST SUPPLY. TRAINING 2019

Annual Municipal Training Day

La Crosse FEBRUARY 19 **Eau Claire**FEBRUARY 20

The following vendors will be here discussing new products and proper maintenance and installation of material.

Mike Barreau **Dorner Company** Bud Keyes **Waterous Company**

Rich Pawlicki **AY McDonald Company**

Justin Thompson & Theo Taylor **ADS Company**

DORNER

WATEROUS



4 HOURS OF DNR CREDITS - FREE TO ATTEND - PRE-REGISTRATION REQUIRED

LOCATIONS – DATES – TIMES

La Crosse TUESDAY FEBRUARY 19

First Supply 106 Cameron Ave La Crosse, WI 54601

Eau Claire WEDNESDAY FEBRUARY 20

First Supply 596 Cameron St Eau Claire, WI 54703

8:00 AM - 12:00 PM with Lunch Served at Noon. Registration begins at 7:30 AM.

SIGN-UP TODAY!

Please **Register** by phone or email to one of the First Supply contacts below:

Dennis Werner: (608) 791-3671 **Greg Larson**: (715) 831-4630 **Ben Klonecki**: (608) 790-3577

28 Locations

1supply.com

APPLETON (920) 739-3136 BRAINERD (218) 829-6910 BROOKFIELD (262) 783-0500 GEDAR RAPIDS (319) 294-5332 DELAVAN (262) 740-9151 DUBUQUE (563) 582-1895
EAU CLAIRE (715) 832-6638
FREEPORT (815) 232-6000
GREEN BAY (920) 337-9004
JANESVILLE (608) 314-1079

KENOSHA (262) 657-3131 LA CROSSE (608) 784-3839 MADISON (608) 222-7799 OAK CREEK (414) 764-6900 OSHKOSH (920) 231-3860 OWATONNA (507) 455-2148
PLATTEVILLE (608) 348-4005
PLOVER (715) 254-0371
RACINE (262) 633-8289
RHINELANDER (715) 362-7824

ROCHESTER (507) 287-0202 ROCKFORD (815) 654-5381 SHEBOYGAN (920) 457-3646 TOMAH (608) 372-3778 TWIN CITIES (651) 636-1240 WAUSAU (715) 679-5040 WEST BEND (262) 365-0430 WINONA (507) 452-5402







APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$	10.00		Application Date: 12/17/2018
☐ Town	☑ Village	☐ City of Colfax	County of _Dunn
✓ A Temp	orary Class "B'		at picnics or similar gatherings under s. 125.26(6), Wis. Stats. atherings under s. 125.51(10), Wis. Stats.
to comply w		solutions, ordinances and regulations (sta	1/26/2019 and ending $01/26/2019$ and agrees te, federal or local) affecting the sale of fermented malt beverages
(a) Nar	ne Col	appropriate box) A Bona fide Club 🗆 Chui	rch Lodge/Society Veteran's Organization Fair Association
(c) Dat (d) If co (e) If th	orporation, give le <u>na</u> med orgar	0.6./.1.99.3 date of incorporation	☐ Town ☒️, Village ☐ City n seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this
(f) Nar Pre	ines and addressident	ises of all officers: in 14.5th Ave	colfax, w. o. Colfax, wis Claudia Kressin-N8441 Lty Rd M.
		wiley Rude - N77/4 St of manager or person in charge of affair.	St. Colfax, Wis 54730 Hwy 40 Colfax, Wis 54730
		SES WHERE BEER AND/OR WINE WIL .0 Park Dr	L BE SOLD:
(b) Lot			Block
(c) Do j	oremises occup	y all or part of building? ALL	
	art of building, d		nis application, which floor or floors, or room or rooms, license is to
3. NAME C	F EVENT		
(a) List	name of the ev	ent Annual Wine and Beer	Tasting Fundraising Event
(b) Date	es of event Ja	an 26th , 2019	
		DECLAR	ATION
		ation, individually and together, declare ur est of their knowledge and belief.	der penalties of law that the information provided in this application Colfux Woman's Club (Name of Organization)
Officer D	cane of	(Signature date)	Officer(Signature/date)
Officer		(Signature/date)	Officer(Signature/date)
Date Filed w	ith Clerk <u></u>	-27-18	Date Reported to Council or Board <u>0/-/4-2619</u>
Date Granted AT-315 (R. 5-11)	d by Council		License No. Wisconsin Department of Revenue

Village of Colfax

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

Application for License to S	erve Fermented M	lalt Beverages	and Intoxicating Liquors
X_Provisional LicenseX_ Ne	ew License F	Renewal License	Fee: \$10.00 each application
TO THE BOARD OF THE VILLAGE (OF COLFAX, WISCO	NSIN:	1.000ipti
I, hereby apply for a license to serve, a Fermented Malt Beverages and Intoxicand 125.68(2) of the Wisconsin Statuthereby agree to comply with all laws rethe sale of such beverages and liquors	cating Liquors, subject es and all acts amend esolutions, ordinances	to the limitations i atory thereof and s and regulations, F	mposed by Section 125.32(2) supplementary thereto, and
Answer the following questions fully ar	nd completely: (PLEA	SE PRINT)	
NAME Dollon FIRST NAME	Victor		Bradford
Telephone Number 715 - 556 - 507	Email Ac	ddress <u>dalfan om r</u>	ritrix @yahoo.com
Current Address 5 5 th Ave (Street)	Colfax	54730	18
(Street)	(City)	(Zip Code)	(yrs. at address)
Previous Address(Street)	10	ity)	(Zip Code)
•	·		
Date of Birth		Age	
Place of Employment <u>Kyle's Ma</u>	rtet		
POLICE DEPT APPLICABLE OFFENS A records check will be conducted for substantially relate to the license appropriate in determining whether a license police Department if your application Recommendation Approve	or violations of any la blied for. Those conv use will be granted. You is recommended for	/ictions are consi /ou will be notifie	dered by the Village of d by the Village of Colfax age Board.
STATE OF WISCONSIN/ DUNN COUN	TY		
The above named applicant, being first of signed the foregoing application for an o			
	× Jalta	M Bradbord Signature of Appl	yaltan Bradford
Subscribed and sworn before me this _/	$\frac{1}{2}$ day of $\frac{1}{2}$, 20 <u>18</u>	
Janne (la	rk	6/4/21	-
(Signature of Notary Públic)	(C	ommission Expires)	

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

SELLER / SERVER CERTIFICATION **MISCONSIN**

Trainee Name: Dalton Bradford

Date of Completion: 12/09/2018

School Name: 360training.com, Inc.

Certification #: WI-90896

1,

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

Village of Colfax

Fax 715-962-2221 Application for License to Serve Fermented Malt Beverages and Intoxicating Liquors X_Provisional License X New License Renewal License Fee: \$10.00 each application Receipt: \$20.00 Cash TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN: I, hereby apply for a license to serve, from date hereof to JUNE 30, 20 19, 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 Lyndsey Pederson MIDDLE NAME FIRST NAME Telephone Number <u>(715)505</u>-2381 Email Address lyndseyina@gmail.com 54730 1 (Zlp Code) (yrs. at address) Current Address 507 West St Colfax (Street) (City) Previous Address N9345 460th St Boyceville 54725 (Zlp Code) (Street) (City) Date of Birth _____ Age ___34 Place of Employment ____ A Little Slice of 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. Approve Deny Chief of Police or designated staff Signature) Recommendation 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. MANDOR /////////
Spignature of Applicant Subscribed and sworn before me this 20th day of Dec., 2018. Mustin A Richardson Oct 6 2022
(Signature of Notary Public) (Commission Expires)

Date Received: 12-21-18 Date to the Board: _____ Approved or Denied

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

WISCONSIN SELLER / SERVER CERTIFICATION

Trainee Name: Lyndsey Pederson

Date of Completion: 12/15/2018

School Name: 360training.com, Inc.

Certification #: WI-91145

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

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17,134.66

|am² serve Corporate Headquarters 6801 N Capital of Texas Hwy, Sulte 150 Austin, TX 78731 P: 877.881.2235

Village of Colfax

Application for License to Serve Fermented Malt Beverages and Intoxicating Liquors Provisional License _____ Renewal License Fee: \$10.00 each application Receipt: 20,00 TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN: I, hereby apply for a license to serve, from date hereof to JUNE 30, 20____, 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 CIETRA FELICE SOLOWER

FIRST NAME MIDDLE NAME LAST NAME

Telephone Number (715)931-8735 Email Address Cietra Solvaner & Yahoo Com Current Address E8998 730th Ave Colfox 54730
(Street) (City) (Zip Code) (yrs. at address) Previous Address __ (City) Place of Employment Express Mond (Zip Code) Age 25 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. Approve Deny (Chief of Police or designated staff Signature) Recommendation 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. Subscribed and sworn before me this 315+ day of 5+ day of 5+

Date Received: 12-28-18 Date to the Board: _____ Approved or Denied

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

SELER SERVER CERTIFICATION MSCONSIN

Trainee Name: Cierra Sarauer

Date of Completion: 12/28/2018

School Name: 360training.com, Inc.

Certification #: WI-91471

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: Sent: Travis Allen <Travis@myocd.org> Friday, December 7, 2018 10:48 PM ClerkTreasurer@villageofcolfaxwi.org

To: Cc: Subject:

OCD Foundation Board Of Directors
The OCD Foundation in Colfax WI

Greetings Lynn:

I was speaking with Sue and want to be sure I am in compliance with the Village. I know we spoke before and want to outline the plans for The OCD Foundation and hope you can pass this along with other village leaders as I invite you to our grand opening and also would like to share the news of what is happening rapidly with the Foundation. Maybe we can meet here at The Foundation Corporate Office and go over anything you may want to talk about.

To the Village Board:

First and foremost, I wanted to introduce myself and let you know a little about a Foundation that I have started in April, 2017 and now have a corporate location in Colfax, WI thanks the board of the Colfax Care and Rehab Center. You may have read about this in the cover story of the Colfax Messenger on November 21st.

I am Travis Allen, Founder of The OCD Foundation. As of November 1st I have signed a 5 year lease with an option to purchase the old Colfax Health Care Center. I am honored to have the opportunity to be able to keep this community staple from being demolished and put it to good use. OCD stands for Our Communities Deliver....and plan to do so in a big way here locally and across the country. With 11 years of experience in Real Estate Development down in Orlando and being on the City Downtown Development board along with several other leadership positions am pleased to be home and excited to have my corporate office here to provide 200+ jobs for the Dunn County Area.

My goal is to keep these jobs local and I need your help to do so. Taking over a building that has sat dormant for 5 years, I have a large task ahead of me to get this building in a condition to be able to operate and ask the board for not only financial contributions but other resources if you can provide. We are in need of maintenance and paint supplies, cleaning and painting volunteers, computer equipment, desks, phones (or preferably headsets), office chairs and

other minor things to get us off the ground. I will outline ways you could offer assistance later in this letter. To start off, I would be grateful for donated equipment and once the funding is provided through grants and financial donations will be able to purchase the equipment needed. The cost per call center agent's equipment retail is \$3600 and Microsoft has reduced that cost to \$980 when it can be purchased.

Next, I would like to extend an invitation to you and anyone you would like to share this with for our:

The OCD Store Grand Opening and Foundation Open House 2 Day Event Followed by Our Christmas Party

1011 University Avenue

Colfax WI 54730

December 21st and 22nd

Time: 9:00am - 9:00pm

***Food, Drinks and Tours of the Foundation

Holiday Pot Luck Party: 6:00pm - 10:00pm on Saturday, December 22nd

We have come a long way in the last 30 days and I want to share with you what we will be using the corporate offices for:

- Executive Leadership and Support Team: Directors such as Human Resources, Development, Fundraising, Call Center, Retail & Hospitality Services, Programs/Grant Writing & Facilities. This year they will work without a staff, however, next year we hope to have the funding to properly staff those departments.
- Outbound Call Center: We will staff an outbound call center targeting the 4 cities (Chicago, Minneapolis, Detroit and Madison) we will be breaking ground with our Community Life Centers over the next year. They will be calling for financial donations. This call center is being constructed and will be in place January 3rd. Our Outbound Call Center can employ 120 agents led by 13 managers or team leaders with a salary range of 24,000-55,000. The funds will not exceed 15% of the donations collected via phone.
- Inbound Call Center: I started our inbound call center with a Facebook page and a phone number that has allowed me to help over 150 people gain employment, provide short term and long term housing to people that are homeless and provide immediate food resources to those that were going without. Only 5% of those calls were local, the rest were from all areas of the country. I was able to provide food resources within hours

- of the call, housing within 1 business day (usually that same day) and job assistance within 1-2 weeks in some cases and sooner in most. As the foundation grows, the need to help those that are homeless, hungry and unemployed continue to come to the foundation faster than I can keep up with alone. I need qualified career advisers and care managers to staff the Inbound call center. I have a wing designated to slowly start to fill these positions as the need continues to grow.
- Retail Store: The Retail Store is Open and ready for business. With over 1200 items right now we hope to grow this area of the business and potentially expand the space with another 10,000 square feet by next summer. We are going to start with selling the donated items received and branch out to both donated items and new, resale items. Our current needs there is a better POS/register system than what we currently are using. We will need 3 terminals for the best customer experience. We also need volunteers to work this store and a paid store manager. We have fixtures, however, have the design to set up a unique layout that will set us apart from other retail stores making it easy for customers to shop with a very contemporary design.
- Cafe: In the next 60 days we will acquire and bring the current commercial kitchen up to code. Another organization was given almost all of the commercial kitchen equipment. We are going to utilize the state auctions to obtain used kitchen equipment for a reasonable price. We have priced it out and if we purchase this equipment new we are looking upwards of 50-60K, however, I will be able to obtain this equipment for around 2,000 through the auction sites. If anyone would have a connection or a business that would donate this equipment we would be very grateful. The cafe will provide fast and tasty items with a twist on southern cooking with large portions for an affordable price. We will be able to cater events and all proceeds of the cafe and retail store will go to the Foundation in addition to start the development of our Community Life Centers.
- Team Appreciation Area: I have been an employer of over 1,000 team members in my career and I know that team satisfaction is very important. The turnover rate in call centers is high and I want to reduce that by keeping my team happy. Call centers for non-profit companies are usually on a volunteer basis, however, I believe in paying those that are essentially mending or saving lives. On top of compensation I will be personally building a wing that will provide a great "decompression" area offering yoga and meditation classes 3-5 times a week, fitness center open free to team members and a small membership fee for the community, game room, lounge, 20 seat movie theater and 2 lane

- bowling alley. I do not want to use donated funds for this so most will come out of my pocket and donated items.
- Community & School Fundraising: Another area of fundraising will be through community events locally and in the 4 cities we are starting development in. It will start with a formal Fundraising Event with the community leaders and business owners at a formal fundraising event. Locally I will host an event at the Mabel Tainter Theatre within the next 90 days. After this fundraiser a Community Event where I would like to have outdoors and invite the local businesses to have booths and promote their business with live music, food, silent auctions and other ways to generate revenue for the foundation & to generate PR for The OCD Foundation and the Centers we are building. I will be going through the appropriate channels this spring in Menomonie, Eau Claire and Colfax to host an outdoor event where it is located on a 3 city block radius where the entire community will be invited. My hopes are this will be an annual event and continue to grow as The OCD Foundation does. The OCD Foundation has incorporated an in-house Fundraising Corporation called "Our Communities Deliver" that will give all proceeds generated by the Community Fundraising Initiatives and School Initiatives to The Foundation. School fundraising will start in the 4 cities we are developing in and locally. I hope to have a good response from the schools in the 5 surrounding counties with fundraisers that will give back a portion of the proceeds to the schools toward a project they are looking to fund within their district. Examples of school fundraisers are magazine sales, calendar sales, food sales (ie. Pizzas, Cookies, Candy, Health Food etc) and Community Discount Cards.

I have received awards for being the top employer in areas I have worked as well as top employee satisfaction from both companies I have owned and worked for. I have implemented what I have gained through experience and from studies I have researched from some of the top employers such as Google and Apple. As we progress I am looking for leaders with an innovative and forward-thinking mindset to raise as the most diverse non-profit with satisfied team members that want to be a part of shaping a direction across the US to greatly reduce the numbers of homelessness, hunger and unemployment. Studies currently show we have (approximate numbers based on current studies):

- 554,000 Homeless in the US
- Unknown # of Unreported Homeless People in the US
- 54,261,620 Food Insecure (Hungry) People in the US

- 13,028,000 Unemployed People in the US
- 40,712,500 Under-Employed People in the US

How you can help:

- Provide Direct Funding or pass along resources you may know of for grants that would assist the non-profit. Rough Numbers: The Corporate office alone has overhead of around \$30,000 in utilities, \$50,000-\$80,000 in repairs and renovation costs, \$500,000+ in Administrative Payroll and 3 Mil in Call Center Payroll which will be paid through the donations they bring in. Additional Costs will be systems and programs, taxes and Insurance, Marketing and Advertising, Dues and Compliance, 2-3 Commercial Vehicles etc.
- Help generate good PR for The foundation. This Foundation has already provided services nationwide and will continue to do so in a big way.
- Help either volunteering or suggesting volunteers for cleaning, maintenance and painting so we may make the building more suitable for what we are going to accomplish here. My plans are to purchase this building at the end of the lease term so we can make this property a permanent home for The OCD Foundation. Once purchased I will build upward and outward for more space as needed.
- Referring Leadership Candidates and team members to come work for The OCD Foundation as well as serve on our board of directors.
- Going through contacts you may have that would or personally donate items for resale in our store, contractors that would donate supplies, businesses or government agencies that have a surplus of office equipment and supplies to cut down on administrative costs.
- Volunteers to offer services such as snow plowing, landscaping or other other contracted services needed. I also really need marketing personnel, IT services and signage for the Corporate office and funding for billboards and signs throughout the county.
- Food and beverage donations for the volunteers that help develop and grow this foundation while they are working. I call the people that are part of the organization "Champions of Change" because they are exactly that. Whether they are working in the accounting department, call center or on the front lines helping those in need, they are making a difference in our community and country. I plan to provide traditional and non-traditional benefits to these team members and volunteers to

show appreciation from The Foundation and hopefully the local community members offering goods and services.

These are just some examples of ways you can help support The OCD Foundation. Once the dust settles here, I plan on being an asset and involved in the community.

One last note, we are exempt from most taxes being a 501(c)3, however, to show we would like to give back to the Village to show our appreciation. The OCD Foundation would like to give 1% donation of all income from the Retail Store, Cafe and Call Center back to the Village on a Quarterly basis. I have not run this by legal advisement, however, I want to be clear this is not a kickback or incentive in any way. It is solely a way we can provide any funding for projects you may deem necessary that will benefit the community. I do not want any control or opinion over with how the funds will be allocated and trust that The Village Board will keep making Colfax great.

If you would like to be a voting member of The OCD Foundation to shape the direction of the company, please contact me directly. Some membership programs include a trip to a semi-annual fundraiser and board meeting in a destination city. This year we will host our membership meetings tentatively in Las Vegas and New Orleans.

To conclude, I look forward to meeting most of you and being a part of continuing to make this county and the village of Colfax great. Please let me know if I can personally help or provide volunteers in community projects moving forward. Thank you for your time. If you have any questions, comments or suggestions please contact me anytime via Email or call me at 321.TRAVIS-4 or 321-872-8474.

Make It A Great Day!

Travis Allen, Founder/Chairman

The OCD Foundation – Non-Profit Foundation

Our Communities Deliver – Fundraising Company

The Phillips & Williams Company (The PW Store & Cafe) - Retail & Hospitality Company

- 1 Community Center
- 11 Years
- 111 US Locations
- 1.1+ Million Lives Mended

The POWER OF 1

Direct Line: 321.872.8474

Corporate Main Line & Telephone Donations: 401.400.0070

My E-mail: Travis@MyOCD.Org Jobs: Jobs@MyOCD.Org

Donate: <u>Donate@MyOCD.Org</u> **Tech/Customer Support:** <u>Support@MyOCD.Org</u>

Website (In Progress) Visit Our Blog More About Fundraising
Donate Online Apply Online
Like/Add/Visit Us On Facebook LinkedIn Follow Us On Twitter

Our People: Homeless, Hungry & Unemployed

Our Purpose: Develop Community Centers to House homeless, Feed

Communities Daily and Offer Job Resources to the Unemployed and Under-

Employed

Our Pride: Help Anyone, Anywhere, Anytime

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of December 21, 2018, between the Village of Colfax, Wisconsin, 613 Main Street, Colfax, WI 54730 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT).

OWNER intends to retain CONSULTANT 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 3 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.

Village of Colfax, Wisconsin		Ayres Associates Inc
OWNER		CONSULTANT
	(Signature)	Bisa a. Fleming
	(Typed Name)	Lisa Fleming
	(Title)	Manager, Municipal Services
	(Date)	December 21, 2018
	(Signature)	MISIL
	(Typed Name)	Gareth Shambeau, PE
	(Title)	Civil Engineer
	(Date)	December 21, 2018

INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dat	ed	, which is an att	achment to the
Master Agreement dated	betwee	n	(OWNER)
and Ayres Associates Inc (CONSULTANT).			
Project:			·
ATTACHME	NT A - SCOPE (OF SERVICES	
ARTICLE 1 - BASIC SERVICES			
ARTICLE 2 - ADDITIONAL SERVICES			
ARTICLE 3 - OWNER'S RESPONSIBILIT	TIES		
ATTACHMEN	IT B - PERIOD (OF SERVICES	
ARTICLE 4 - PERIOD OF SERVICES			
ATTACHMENT C - C	OMPENSATIO	N AND PAYMENTS	
ARTICLE 5 - COMPENSATION AND PA	YMENTS		
IN WITNESS WHEREOF, the parties hereto ha as of the day and year first written above.	ave made and exe	ecuted this Individual Project	Supplement
		Ayres Associates Inc	
OWNER		CONSULTANT	
<u>·</u>	(Signature)		
	(Typed Name)		
	(Typeu Name)		
	(Title)	Posterior Production	
	(Date)		

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Master Agreement dated December 21, 2018 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.

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.

7.10 Betterment

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

ATTACHMENT E - INSURANCE

This is an attachment to the Master Agreement dated December 21, 2018 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

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.

INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated December 21, 2018 which is an attachment to the Master Agreement dated December 21, 2018 between Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: 2019 Street & Utility Improvement – Roosevelt Street

PROJECT DESCRIPTION

The project consists of engineering design services, bidding assistance, and construction phase services for the 2019 Village of Colfax Street & Utility Improvement. The project will consist of the following:

1. Roosevelt Street from 3rd Avenue to 5th Avenue (excluding intersections of 3rd and 4th Avenues), 650 foot reconstruction of street and utilities (sanitary sewer, watermain, and storm sewer).

ATTACHMENT A - SCOPE OF SERVICES

ARTICLE 1 - BASIC SERVICES

TOPOGRAPHIC SURVEY PHASE – Previously completed

PLAN PREPARATION PHASE

Preliminary Plans and Specifications:

- Prepare preliminary plans and specifications for review by the Village of Colfax Street and Utility
 Committee and Village staff. Village review comments will be incorporated into the final plans.
 It is anticipated that the preliminary plans and specifications will be reviewed once prior to
 preparation of final construction plans and specifications.
- 2. Project will use the Village of Colfax standard road and utility details and specifications. The typical street section is anticipated to consist of curb and gutter roadway, approximately 36 feet wide (face-of-curb to face-of-curb).
- 3. Storm sewer is anticipated to connect to and utilize the recently constructed system at the 3rd Avenue and 4th Avenue intersections.
- 4. The existing watermain will be removed and replaced with a new 8 inch watermain.
- 5. The existing 8 inch sanitary sewer will be removed and replaced with a new 8 inch sanitary sewer.
- 6. Prepare preliminary schedule of quantities and opinion of probable construction costs.
- 7. Meet with OWNER to review preliminary plans, specifications, and opinion of probable construction costs. OWNER comments will be incorporated into the final plans.

Final Plans and Specifications:

- 1. Prepare construction plans and specifications incorporating comments from OWNER review of preliminary plans and specifications.
- 2. Update preliminary schedule of quantities and opinion of probable construction costs.

- 3. Meet with OWNER to review final plans, specifications, and opinion of probable construction costs.
- 4. Assist OWNER with preparation of WDNR watermain permit application.
- 5. Assist OWNER with preparation of WDNR sanitary permit application.
- 6. Assist OWNER with preparation of WDNR Water Resources Application for Project Permits (construction storm water runoff) application and associated storm water management and erosion control plan.
- 7. Meet with OWNER to review final plans, specifications, and opinion of probable construction costs.
- 8. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

BIDDING PHASE

- Assist OWNER in advertising for and obtaining bids for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 2. Answer questions from the contractors during the bidding process.
- 3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 4. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 5. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 6. Attend the bid opening, prepare bid tabulations, assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

CONSTRUCTION PHASE

During the Construction Phase:

- 1. General Administration of Construction Contract. CONSULTANT shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, C-700 (2007 edition) of the Engineers Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified, except to the extent provided hereinafter and except as CONSULTANT may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep OWNER informed of the progress of the work.

- 3. Defective Work. During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s)' work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. Neither this authority nor CONSULTANT's good faith judgment to reject or not reject any work shall subject CONSULTANT to any liability or cause of action to Contractor, subcontractors, or any other suppliers or persons performing work on the Project.
- 4. Construction Staking. CONSULTANT shall provide construction staking as detailed in the construction documents to locate the work which, in CONSULTANT's judgement, is necessary to enable Contractor to proceed.
- 5. Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 6. Shop Drawings. CONSULTANT shall review (and take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 7. Substitutes. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
- 8. Inspections and Tests. CONSULTANT shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 9. Disputes between OWNER and Contractor. CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 10. Applications for Payment. Based on CONSULTANT's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in recommendation). In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by CONSULTANT to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. CONSULTANT's review of Contractor(s)' work for the purposes of recommending payment will not impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

- 11. Contractor(s)' Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
- 12. Project Closeout. CONSULTANT shall conduct a preliminary walk-through to determine if the work is substantially complete and a final walk-through to determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 9.
- 13. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11 inclusive, shall be construed to release CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by CONSULTANT in the Contract Documents.

14. After the project is complete, the CONSULTANT shall prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant. In that record drawings are based on information provided by others, CONSULTANT cannot and does not warrant their accuracy.

ARTICLE 2 - ADDITIONAL SERVICES

CONSULTANT will furnish additional services only upon written authorization from OWNER.

Services NOT included:

- 1. Permit and submittal fees.
- 2. Assisting with Special Assessments including report, hearing, etc.
- 3. Geotechnical investigation and analysis.
- 4. Wetland permitting or mitigation services.
- 5. Private utility relocation or related work.
- 6. Traffic control planning, other than normal road closure to through traffic or detour planning.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.
- Provide all criteria and full information as to OWNER's requirements for the Project, including
 design objectives and constraints, space, capacity and performance requirements, flexibility and
 expandability, and any budgetary limitations; and furnish copies of all design and construction
 standards which OWNER will require to be included in the Project.
- 3. Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

ATTACHMENT B - PERIOD OF SERVICES

ARTICLE 4 - PERIOD OF SERVICES

The professional services provided by CONSULTANT are anticipated to proceed according to the following schedule assuming Owner executes this agreement within 30 days of the agreement date:

<u>Professional Service</u>	Anticipated Completion
Topographic Survey	Completed
Preliminary Design Phase	0-45 days from executed agreement
Preliminary Plan Review by Owner	45-60 days from executed agreement
Final Design Phase	60-90 days from executed agreement
Final Design Review by Owner	90-105 days from executed agreement
Final Plans & Specification to Owner	120 days from notice to proceed
Pre-Construction & Bidding Phase	Spring 2019
Construction Phase	Summer 2019

ATTACHMENT C - COMPENSATION AND PAYMENTS

ARTICLE 5 - COMPENSATION AND PAYMENTS

DESIGN PHASE

CONSULTANT shall perform this phase of services for a lump sum fee of \$29,500.

BIDDING PHASE

CONSULTANT shall perform this phase of services for a lump sum fee of \$3,500.

CONSTRUCTION PHASE

CONSULTANT shall perform construction phase services on an hourly basis plus reimbursable expenses for an estimated fee of \$22,500.

The Construction Phase services estimated fees are based on the following:

- Staking sanitary sewer, storm sewer, watermain and curb and gutter one time, with the contractor responsible for any re-staking due to his actions. Estimated 4 survey crew days.
- Full-time construction observation during utility construction and part-time observation for street construction. Estimated 110 hours.
- Construction duration of no more than 60 calendar days from "Notice to Proceed."

CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

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

Village of Colfax	-	Ayres Associates Inc
OWNER		CONSULTANT
	(Signature)	Besa A. Fleming
	(Typed Name)	Lisa Fleming
	. (Title)	Manager, Municipal Services
	(Date)	December 21, 2018
	(Signature)	MISIL
	(Typed Name)	Gareth Shambeau, PE
	(Title)	Civil Engineer
•	(Date)	December 21, 2018

To: Colfax Village Board Members From: Colfax Village Employees

Date: January 10, 2019

Subject: Village HSA Contribution

Collectively, the Colfax village employees are formally requesting that the Colfax Village Board reconsider the amount of their contribution to the employees' HSA accounts. We understand that, in general, both the costs of health insurance and the number of employees utilizing health insurance has increased. Given that, we do appreciate the contribution to an HSA. If the Village would consider increasing the HSA contribution from \$500 to \$1000 per employee, you would still recognize a substantial savings in benefit expense (figures outlined below). An increase to the HSA would help the employees compensate for the rise in the new insurance plan deductible of \$1000.

Initial Village benefit expense savings	\$19, 287.07
Current Village HSA contribution	(4, 000.00)
_	\$15,287.07
Additional proposed contribution	(4,000.00)

Remaining Village benefit savings \$11,287.07

We appreciate your consideration.

Don Scoplett Rand Batz Shuk Fun Rym Bown Lym Bown Lynn Niggeman

DAKOTA SUPPLY GROUP INC EMAIL QUOTATION FROM: JONATHAN BRADLEY 952-935-0445

QUOTATION TO: 036966 VILLAGE OF COLFAX P.O. BOX 417 613 MAIN STREET COLFAX, WI 54730

PAGE 1

QUOTATION NO.: 5816098

OUOTATION DATE: 1/11/2019

BID DUE TIME: ____ BID DUE DATE: 1/14/19

PROJECT: KAMSTRUP 1" WATER METERS Bid expires on 02/28/19

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT. PLEASE CALL IF YOU HAVE ANY QUESTIONS CONCERNING THE MATERIAL ON THIS QUOTE.

ANY LOCAL, STATE, OR FEDERAL TAXES WHICH MAY BE LEVIED AGAINST THIS MATERIAL ARE NOT PART OF THIS QUOTATION. THESE MUST BE ADDED BY THE PURCHASER.

THE PRICES ON THIS QUOTATION ARE BASED ON TODAY'S PRICES FOR THE QUANTITIES INDICATED. PRICES ARE SUBJECT TO MANUFACTURER'S PRICE ESCALATION AT THE TIME OF SHIPMENT.

ALL TRANSACTIONS RESULTING FROM THIS QUOTATION ARE SUBJECT TO A STANDARD CLAUSE WHICH IS AS FOLLOWS: DAKOTA SUPPLY GROUP SHALL NOT BE LIABLE FOR ANY DELAYS IN OR FAILURE TO MAKE DELIVERY WHERE OCCASIONED BY STRIKES, OR BY ANY CAUSES BEYOND OUR CONTROL, SUCH AS BUT NOT LIMITED TO FIRES, FLOODS, ACCIDENTS, ACTION OF ANY GOVERNMENTAL AUTHORITY, OR SHORTAGES OF LABOR, RAW MATERIAL PRODUCTION FACILITIES OR TRANSPORTATION.

SUBMITTAL OF THIS QUOTATION DOES NOT NECESSARILY GUARANTEE SUFFICIENT MATERIAL TO COMPLETE THE JOB.

ALL ITEMS ARE SUBJECT TO ENGINEER'S APPROVAL.

OUOTATION OF THIS MATERIAL DOES NOT CONSTITUTE AN OFFER TO SELL. APPROVAL FOR SALE MUST COME FROM OUR CREDIT DEPARTMENT.

RESPECTFULLY SUBMITTED, ACCEPTED BY: JONATHAN BRADLEY DAKOTA SUPPLY GROUP INC DAKOȚA SUPPLY GROUP INC 845 BERKSHIRE LANE NORTH PLYMOUTH, MN 55441

PH #: 952-935-0445 SUBMITTED BY: JONATHAN BRADLEY

DATE: 1/11/2019

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QUOTATION TO:

PROJECT: KAMSTRUP 1" WATER METERS

QUOTE NO: 5816098

ORDERED BY: LYNN & RANDY

036966 VILLAGE OF COLFAX P.O. BOX 417 613 MAIN STREET COLFAX, WI 54730

BID DATE: 1/14/19

QTY PROD #/DESCRIPTION UNIT PRICE UOM EXT PRICE

20 EA KMMN1GRF 314.00000 EA 6,280.00

KAMSTRUP MN 3101 1" RF FLOWIQ 3101 W/ INT RF 1"

55GPM

TYPE #: 03U-57-C02-8UC

CONFIG #: 01-002-000-2-3-3-2-3

BID TOTAL 6,280.00

Bid expires on 02/28/19

** END OF BID **

1

Posted From: 12/17/2018 From Account:

Thru: 1/13/2019 Thru Account:

Check Nbr	Check Date	Payee		Amount
UHC	1/02/2019	UHS PREMIUM BILLING		1,131.84
XCEL	1/02/2019	XCEL ENERGY		4,558.20
75264	12/31/2018	24-7 TELCOM		24.95
75265	12/31/2018	ACA TREE SERVICE, LLC		250.00
75266	12/31/2018	AMERICAN DIVERSITY		109.38
75267	12/31/2018	BREMER BANK		15.00
75268	12/31/2018	CENTURY LINK		103.28
75269	12/31/2018	CITY OF MENOMONIE		400.00
75270	12/31/2018	COLFAX SCHOOLS		5,244.04
75271	12/31/2018	DUNN COUNTY ECONOMIC DEVELOPMENT	CORP	80.00
75272	12/31/2018	E.O. JOHNSON		230.00
75273	12/31/2018	HYDROCORP		496.00
75274	12/31/2018	LBR ELECTRIC		277.50
75275	12/31/2018	MID-AMERICAN RESEARCH CHEMICAL		295.82
75276	12/31/2018	PENWORTHY COMPANY		291.39
75277	12/31/2018	SHEILA RIEMER		48.51
75278	12/31/2018	WAL MART COMMUNITY/GECRB		157.37
75279	12/31/2018	WEA INSURANCE TRUST		10,471.56
AFLAC	12/28/2018	AFLAC		440.66
EFTPS	12/27/2018	EFTPS-FEDERAL-SS-MEDICARE		5,521.06
EFTPS	1/11/2019	EFTPS-FEDERAL-SS-MEDICARE		6,035.31
WIDOR	12/27/2018	WI DEPARTMENT OF REVENUE		1,027.17
WIDOR	1/11/2019	WI DEPARTMENT OF REVENUE		1,159.41
WIETF	12/31/2018	WI DEPT OF EMPLOYEE TRUST FUNDS		6,159.78
AMAZON	12/17/2018	AMAZON.COM		893.38
BREMER	1/09/2019	CARDMEMBER SERVICE		1,518.03
CHARTER	12/28/2018	CHARTER COMMUNICATIONS		551.35
WIDCOMP	12/27/2018	WISCONSIN DEFERRED COMPENSATION		165.00
WIDCOMP	1/11/2019	WISCONSIN DEFERRED COMPENSATION		165.00
WEENERGIES	1/07/2019	WE ENERGIES		726.57
WEENERGIES	1/07/2019	WE ENERGIES		363.82
			Grand Total	48,911.38



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

Activity Report

Vi	llage of Co	lfax		December		
_	Date	Customer	Service	Pass/Fail	Project	_
	12/5/2018	Swartz	Final Inspection/Occupancy	Passed		

COLFAX POLICE DEPARTMENT

PO BOX 417, 613 MAIN ST.

COLFAX, WI 54730

Г	FC	FN	ΛR	FR	2018	M	AC.	THI	Y	POI	ICE	REPO	RT
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CALLS FOR SERVICE: 103

TRAFFIC STOPS: 40

OVT (Parking Citations): 25

- ASSIST OTHER AGENCY: 2
 - o Traffic Stop
 - o Traffic Accident
- DISORDERLY:
 - o Male subject drunk and disorderly at tavern
- AMBULANCE ASSIST: 4
- 911 MISDIAL/HANGUP: 4
- THEFT: 2
 - o Package from house
 - o Stolen gun
- SUSPICION:
- 7
- o Possible underage party
- o Suspicious vehicle at school x 2
- o Open door at residence x 2
- o Suspicious male at car dealer
- o Suspicious activity at fairgrounds
- TAVERN CHECK:

•	TRAFFIC COMPLAINT:	1
	o Tree in road	
9	INFORMATION:	2
	o Area watch	
	o Possible illegal acti	vity
•	ANIMAL COMPLAINT:	3
	o Lost dogs	
	o Dog at large	
	o Lost cat	
•	CIVIL:	1
	o Child custody	
•	JUVENILE:	3
	 Curfew violation 	
	o Suicidal male	
	o Sexual assault	
9	WARRANT:	3
		ear on drug charges x 2
	o Female for 3 outsta	nding warrants
_	PROBATION VIOLATION	J: 1
•	o Taken to jail	· · ·
	O Taken to jan	
•	DEATH / BODY:	1
	o Poor health / natur	al causes
	0	
0	CHECK WELFARE:	2
	o Depressed female	
	o Medical alarm	

Colfax Rescue December/Year End Report

December 2018 Municipalities Responded to:

Village of Colfax 10	
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Village of Elk Mound 5	
Village of Wheeler 2	
Township of Elk Mound 16	
Township of Colfax 2	
Township of Grant 0	
Township of Sand Creek 5	
Township of Otter Creek 1	
Township of Tainter 3	
Eau Claire Mutual Aid 1	
Total 45	
Receiving Facilities December 2018:	
Mayo Clinic Health System Eau Claire	16
Mayo Clinic Health System Bloomer	1
Mayo Clinic Health System Menomonie	5
Hospital Sisters Health System Sacred Heart	3
Hospital sisters Health System St. Josephs	1
Marshfield Hospital Eau Claire	2
Colfax Health and Rehab	1
Cancelled/Refused/No Transport	13
Standby	3
Total	45

Mutual Aid Received December 2018:

Menomonie Fire Eau Claire Fire Mayo One Total **Financials December 2018: Billed Out** \$37,118.95 \$13,378.84 Received **2018 Municipalities Responded to:** Village of Colfax 132 Village of Elk Mound 56 Village of Wheeler 35 Township of Elk Mound 78 Township of Colfax 49 Township of Grant 14 Township of Sand Creek 37 Township of Otter Creek 23

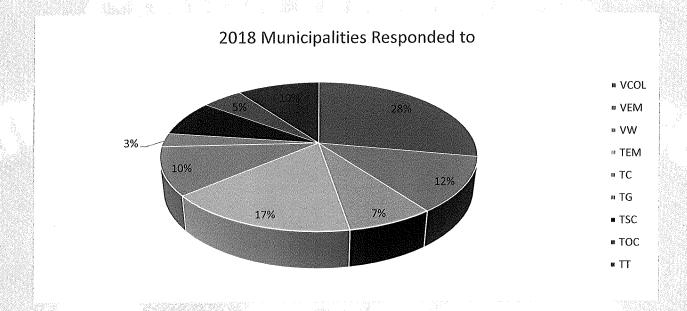
47

471

Township of Tainter

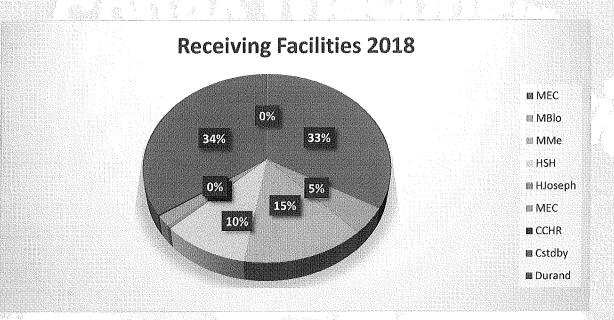
Total

2



Receiving Facilities 2018

Mayo Eau Claire	152
Mayo Bloomer	21
Mayo Menomonie	67
Sacred Heart	47
St Joseph's	3
Marshfield	8
Colfax Health	1
Durand	1
Canceled/refused/sta	dby 156



Revenue for 2018:

Billed Out	\$411,233.80
Collected	\$161,636.20
Per Capita	\$134,200.66
Medicaid Supplemental Payment	\$ 7,363.83
Grants	\$ 12,056.00
Funding assistance Program	\$ 5,210.71**
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^{**(}This amount cannot decrease budgets)

Fires:

Village of Colfax	2 fires	2.5 hours
Town of Tainter	5 fires	5.5 hours
Town of Sand Creek	3 fires	3 hours
Village of Elk Mound	1 fire	.5 hours
Town of Colfax	1 fire	1.5 hours

Colfax Rescue responds to all structure fires for the protection of citizens and firefighters. We do this at no charge to the owners or municipalities. If we would charge our going standby rates we saved the municipalities \$1,425.00

CRS 2018 Summary

- > It was record year 471 incidents the most ever for Colfax Rescue!
- > CRS had some unexpected expenses in 2018: overtime while Don the Director had some medical issues, Deer hit, Transmission went out on M7.
- ➤ We received grants to buy: personal flotation devices (Dunn Energy \$550.00 & Worker Comp Insurance \$500.00), new C.P.R. training equipment (Dunn County Community Foundation \$7,506.00), and a grant to upgrade one of our 2 monitors to monitor for CO gas in the patient's blood. (Compeer Financial \$3,000.00 & Colfax woman's club \$500.00).
- Starting in December 2018 CRS is switching billing software. The old software was no longer being supported. We reviewed 3 different software companies including the newer version of what we had been using. We decided to switch to a company that specializes in ambulance billing software. Some of the unique features of this web-based billing software i: It will verify the address is a valid post office address for us, it will search three of the most common insurances if we have name-date of birth and social security number, it verifies if insurance is in effect for day of service. It will import data from our patient care report saving data entry time, it has an auto code feature again saving time. With all these new features it is hoped our collection process will be more timely and accurate.
- ➤ In 2018 we have participated in public education activities: Community Safety Net presentation at Elk Mound and Colfax 3rd grade classes, conducted presentation at Colfax High School advance biology classes, Participated with Mayo Bloomers operating under the influence presentation at Colfax high for prom. Taught CPR to Colfax seniors. CESA Head Start demonstration, Blood Pressure checks at the Grapevine senior center, Provided an ambulance for Dunn County Dairy Breakfast in the Township of Elk Mound, CRS was present at the Colfax Fair-Dunn County Fair-Vietnam Veterans dedication-Colfax Veterans Day program-2 parades-

- Elk Mounds Community night out (staff no ambulance M8 was in for repairs). We did miss Sand Creek Fireman's picnic M7 was in for repairs.
- ➤ Participated in the planning and exercise with Wisconsin Emergency Management and Dunn County Emergency Management on a functional exercise for Colfax Emergency planning.
- Completed our service renewal with the State Department od Health EMS division, most of our EMT renewed their licenses.
- Colfax Rescue has had many walk-in patients for cuts, chest pain, blood pressure checks, blood glucose checks, blood pressure machine calibration, abdominal pain etc.
- Colfax Rescue issued 23 burning permits in 2018 for Colfax Fire Department.
- ➤ Colfax Rescue is wishing everyone a healthy and prosperous 2019

REMINDER SAVE THE DATE COLFAX RESCUE ANNUAL MEETING WILL BE

AUGUST 21, 2019
7 P.M. (19:00)
AT THE
COLFAX RESCUE SQUAD BUILDING
614C RAILROAD AVE
COLFAX WI 54730