

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

1. Call to Order
2. Roll Call
3. Public Appearances
4. Consent Agenda
 - a. Minutes
 - i. Regular Board Meeting, November 23, 2015
 - b. Training Requests-
 - i. Lynn Niggemann-Dunn County Economic Development Annual Meeting-1/20/2016
 - ii. Scott Gunnufson-Dunn County Economic Development Annual Meeting-1/20/2016
 - iii. William Anderson-Law Enforcement Management Conference- 1/18/2016 to 1/20/2016
 - iv. William Anderson-WI Police Leadership Foundation Training Conference-2/7/2016 to 2/10/2016
 - v. Gary Reither/Valerie Henrichs/Blake Miller/Gary Reither-Advanced EMT Class-1/12/2016 to 5/3/2016
 - vi. Michelle Briggs/Tyler Clark/Erin Geraghty/Peter Jain/Daniel Lamettry/Jerry Loftus/Dustin Toellner-EMT Refresher- 1/13/2016 to 3/9/2016
 - c. Facility Rental – none
 - d. Licenses –
 - i. Operator's Licenses 12/14/2015 to 6/30/2016-Tamara Whinnery-Outhouse Bar
 - ii. Operator's Licenses 12/14/2015 to 6/30/2016-Noah Schoenick-Express Mart
 - iii. Mobile Home Park Licenses 1/1/2016 to 12/31/2016-Don & Marcia Henderson
 - iv. Secondhand Jewelry Dealer Licenses 1/1/2016 to 12/31/2016-Nancy Odom
 - v. Multiple Dogs License-1/1/2016 to 12/31/2016 – JoAnn Mayfield
5. Communications – Village President
6. Consideration Items
 - a. Credit Management Control – Brian White
 - b. 2016-2017 Agreement for Environmental Monitoring at the Landfill – Short Elliott Hendrickson, Inc.
7. Committee/Department Reports (items not for discussion or action)
 - a. *Colfax Rescue Squad – November 2015 Report*
 - b. *Police Department –November 2015 Report*
 - c. *Audit & Finance Committee Minutes, November 23, 2015*
 - d. *2016 Budget Public Hearing Minutes, December 10, 2015*
 - e. *Xcel Energy – Jan. 4 to Mar. 31, 2016 street lights will be retrofitted with new LED lights*
8. Review/Approval – Bills – November 23, 2015 to December 13, 2015
9. Adjourn

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn M. Niggemann, Administrator-Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962.3311 by 2:00 p.m. the Friday prior to the meeting so that any necessary arrangements can be made to accommodate each request.

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

Village Board Meeting – November 23, 2015

On November 23, 2015, the Village Board meeting was held at 7:00 p.m. at the Village Hall, 613 Main Street. Members present: President Gunnufson, Trustees Halpin, Klukas, Wolff, Schieber and Burcham. Excused: Trustee Davis. Others present included Public Works Director Bates, LeAnn Ralph with the Messenger and Administrator-Clerk-Treasurer – Niggemann.

Public Appearances – none

Minutes- Regular Board Meeting –November 9, 2015 - A motion was made by Trustee Halpin and seconded by Trustee Schieber to approve the Regular Board meeting minutes from November 9, 2015. Voting For: Trustees Burcham, Schieber, Wolff, Klukas, Halpin and Gunnufson. Voting Against: none. Motion carried.

Training Request – none

Facility Rental – none

Licenses – none

Communications – President Gunnufson announced the retirement of Lisa Ludwig, the Library Director.

Ordinance 2015-07- Formal approval of the Rezone from R6 to R1-Iverson Road- A motion was made by Trustee Wolff and seconded by Trustee Klukas to approve Ordinance 2015-07 to rezone the property on CSM 4219, Vol. 20, Pg. 159 from R6 to R1. Voting For: Trustees Halpin, Klukas, Wolff, Schieber, Burcham and Gunnufson. Voting Against: none. Motion carried.

Review /Discuss Preliminary Budget and Tax Levy- A motion was made by Trustee Halpin and seconded by Trustee Burcham to approve the preliminary budget as presented with revenues of \$1,149,620 and expenses of \$1,144,279 allowing for a \$5,349 contingency and the tax levy equal to 2015 tax levy of \$463,088. Voting For: Trustees Burcham, Schieber, Wolff, Klukas, Halpin and Gunnufson. Voting Against: none. Motion carried.

Review/Approval – Bills – November 9, 2015 –November 22, 2015– A motion was made by Trustee Halpin and seconded by Trustee Burcham to approve the November 9 to November 22, 2015 bills for payment. Voting For: Trustees Halpin, Klukas, Wolff, Schieber, Burcham and Gunnufson. Voting Against: none. Motion carried.

Adjourn: A motion was made by Trustee Klukas and seconded by Trustee Wolff to adjourn Village Board meeting at 7:38 p.m. A voice vote was taken with all members voting yes. Motion carried.

Scott Gunnufson, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

Meeting / Continuing Education Travel / Meeting Request Form

Name Lynn Niggemann
Date 12/11/2015

Position Admin-Clerk-Treasurer
Department Administration
Estimated Costs \$40
Employee is /not required to attend (circle one)

Date(s) of meeting 1/20/2016

Name of Requested meeting Dunn County Economic Development Corporation Annual Meeting

How will this improve your ability to perform your job? The meeting will include a speaker, Mr. Hogan, who will be talking about economic development for Dunn County and the Region. This meeting will be informational in Relation to the East View Residential Development.

What alternatives are there to attending this meeting? (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.) none

How will you share what you have learned with others? Through discussions and possible future meetings.

Please include any additional comments on the back of this form

Expense Estimate:	\$40	Requested 12/11/15	Approved
Tuition / Registration	\$40	*Are others attending this meeting	<u>YES</u> / NO
Mileage / Airfare	----	Scott Gunnufson	(If yes, list names)
Lodging	----		
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration			
<u>YES</u> / NO			
Total	\$40		
Time Request:		Requested 12/11/15	Approved
Number of days absent:	½ day		
From Work Setting	Approx. 3.5 hrs.		
Vacation	----		
Paid Conference Time:	3.5 hrs.		
Absent Without Pay (own time):	-----		
Other:	none		

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

Supervisor _____

Date _____

Event Calendar

List | Week | Month

Search Calendar By:

Start Date

End Date



Search

◀ Return to Previous

Dunn County Economic Development Corporation Annual Meeting

January 20 • 11:30 AM - 1:30 PM

You are invited to attend our Annual Meeting entitled
"Turning Small Steps into Great Strides" with Guest Speaker
Mark R. Hogan, Secretary and CEO of the Wisconsin
Economic Development Corporation (WEDC).

Mr. Hogan's presentation will be talking about Economic
Development for Dunn County and the Region.

Click **here** to REGISTER TODAY!

If you are not able to make it please let us know. If you have
any troubles with registering or questions please contact
Cherie Haglund at 715-232-4009 or **info@dunnedc.com**.

Thank you for taking the time to responded to my request.
We look forward to seeing you at the Annual Meeting on
Wednesday, January 20, 2016.

Sincerely,

Cherie Haglund
Dunn County Economic Development Corp
info@dunnedc.com
715-232-4009

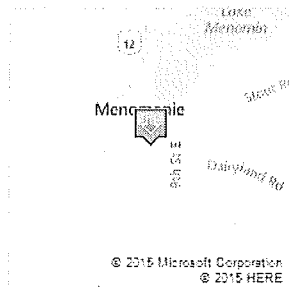
When

Wednesday January 20, 2016 from 11:30 AM to 1:30 PM CST

[Add to Calendar](#)

Where

UW-Stout Memorial Student Center
302 10th Avenue
Menomonie, WI 54751



[Driving Directions](#)

Contact


Cherie Haglund
Dunn County Economic Development Corp
715-232-4009
cherie.haglund@dunnedc.com

Turning Small Steps into Great Strides

DCEDC Annual Meeting "Turning Small Steps into Great Strides" Guest Speaker: Mark R. Hogan, the secretary and CEO of the Wisconsin Economic Development Corporation (WEDC). Governor Scott Walker is an invited guest to this year's event.

* Required information


Personal Information

- * **First Name:**
Lynn
- * **Last Name:**
Niggemann
- * **Email Address:**
clerktreasurer@villageofcolfaxwi.org
- * **Confirm Email Address:**
clerktreasurer@villageofcolfaxwi.org
- * **Address 1:**
613 Main Street
- * **City:**
Colfax
- * **State:**
Wisconsin 
- * **ZIP Code:**
54730
- * **Phone:**
715-962-3311

Fee

Type	Fee
<input checked="" type="radio"/> DCEDC Annual Meeting \$50.00 after Friday January 1, 2016	\$40.00
<input type="radio"/> Sponsors	No Charge

Business Information

- * **Company:**
Village of Colfax
- * **Address 1:**
613 Main Street
- * **Address 2:**
PO Box 417
- * **City:**
Colfax
- * **State:**
Wisconsin 

* ZIP Code:

54730

* Phone:

715-962-3311

* Website:

www.villageofcolfaxwi.org

* Email Address

clerktreasurer@villageofcolfaxwi.org

Guest Information

You may add a maximum of 3

[Add](#)

Payment

Payment Method☐ Pay with PayPal or Credit Card☒ Pay By Check

Please make check payable to:

Dunn County Economic Development Corp

800 Wilson Ave Suite 219

Menomonie, WI 54751

☐ Pay at Door**Payment Summary**

Name	Type	Quantity	Fee	Total
Lynn Niggemann	DCEDC Annual Meeting	1	\$40.00	\$40.00
			Total	\$40.00

☒ Yes, I would like to receive your email newsletters[Register](#)[Go back to Event Page](#)

By submitting this form, you're granting:

Dunn County Economic Development Corp, 800 Wilson Ave Suite 219, Menomonie, WI 54751, United States

<http://www.dunnedc.com>

permission to email you. You can revoke permission to mail to your email address at any time using the "SafeUnsubscribe" link, found at the bottom of every email. Constant Contact takes your privacy seriously (to see for yourself, please read the Constant Contact [Email Privacy Policy](#)). Emails are serviced by Constant Contact.

[Mobile View](#)

Meeting / Continuing Education Travel / Meeting Request Form

Name Scott Gunnufson
Date 12/11/2015

Position Village President
Department Board
Estimated Costs \$40
Employee is /not required to attend (circle one)

Date(s) of meeting 1/20/2016

Name of Requested meeting Dunn County Economic Development Corporation Annual Meeting

How will this improve your ability to perform your job? The meeting will include a speaker, Mr. Hogan, who will be talking about economic development for Dunn County and the Region. This meeting will be informational in Relation to the East View Residential Development.

What alternatives are there to attending this meeting? (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.) none

How will you share what you have learned with others? Through discussions and possible future meetings.

Please include any additional comments on the back of this form

Expense Estimate:	\$40	Requested	12/11/15	Approved	
Tuition / Registration	\$40	*Are others attending this meeting			<u>YES</u> / NO
Mileage / Airfare	----	Lynn Niggemann (If yes, list names)			
Lodging	----				
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration					
<u>YES</u> / NO					
Total	\$40				
Time Request:	NA	Requested	Approved		
Number of days absent:	NA				
From Work Setting	NA				
Vacation	----				
Paid Conference Time:	----				
Absent Without Pay (own time):	-----				
Other:	none				

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

Supervisor _____

Date _____

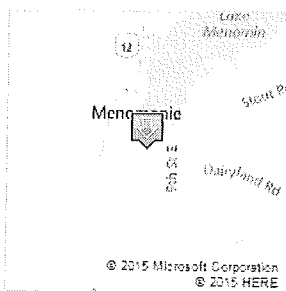
When

Wednesday January 20, 2016 from 11:30 AM to 1:30 PM CST

[Add to Calendar](#)

Where

UW-Stout Memorial Student Center
302 10th Avenue
Menomonie, WI 54751

**Contact**

Cherie Haglund
Dunn County Economic Development Corp
715-232-4009
cherie.haglund@dunncdc.com

Turning Small Steps into Great Strides

DCEDC Annual Meeting "Turning Small Steps into Great Strides" Guest Speaker: Mark R. Hogan, the secretary and CEO of the Wisconsin Economic Development Corporation (WEDC). Governor Scott Walker is an invited guest to this year's event.

* Required information

Personal Information

* **First Name:**
Scott

* **Last Name:**
Gunnufson

* **Email Address:**
sghomedesign@yahoo.com

* **Confirm Email Address:**
sghomedesign@yahoo.com

* **Address 1:**
613 Main Street

* **City:**
Colfax

* **State:**
Wisconsin ☐

* **ZIP Code:**
54730

* **Phone:**
715-828-7761

Fee

Type	Fee
<input checked="" type="radio"/> DCEDC Annual Meeting \$50.00 after Friday January 1, 2016	\$40.00
<input type="radio"/> Sponsors	No Charge

Business Information

* **Company:**
Village of Colfax

* **Address 1:**
613 Main Street

* **Address 2:**
PO Box 417

* **City:**
Colfax

* **State:**
Wisconsin ☐

* ZIP Code:

54730

* Phone:

715-828-7761

* Website:

www.villageofcolfaxwi.org

* Email Address

clerktreasurer@villageofcolfaxwi.org

Guest Information

You may add a maximum of 3

[Add](#)

Payment

Payment Method☐ Pay with PayPal or Credit Card☒ Pay By Check

Please make check payable to:

Dunn County Economic Development Corp

800 Wilson Ave Suite 219

Menomonie, WI 54751

☐ Pay at Door**Payment Summary**

Name	Type	Quantity	Fee	Total
Scott Gunnufson	DCEDC Annual Meeting	1	\$40.00	\$40.00
			Total	\$40.00

☒ Yes, I would like to receive your email newsletters[Register](#)[Go back to Event Page](#)

By submitting this form, you're granting:

Dunn County Economic Development Corp, 800 Wilson Ave Suite 219, Menomonie, WI 54751, United States

<http://www.dunnede.com>

permission to email you. You can revoke permission to mail to your email address at any time using the SafeUnsubscribe™, found at the bottom of every email. Constant Contact takes your privacy seriously (to see for yourself, please read the Constant Contact [Email Privacy Policy](#)). Emails are serviced by Constant Contact.

[Mobile View](#)

Meeting / Continuing Education Travel / Meeting Request Form

Name WILLIAM ANDERSON Position CHIEF OF POLICE
 Date 12/09/2015 Department POLICE
 Estimated Costs _____
 Date(s) of meeting 01/18/2016 – 01/20/2016 Employee is / ~~X~~not required to attend (circle one)

Name of Requested meeting LAW ENFORCEMENT MANAGEMENT
CONFERENCE

How will this improve your ability to perform your job?
TRAINING AND 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? INFORM EMPLOYEES OF NEW AND PERTINENT TOPICS

Please include any additional comments on the back of this form

Expense Estimate: \$210.00	Requested	Approved
Tuition / Registration \$95.00	*Are others attending this meeting	YES / NO
Mileage / Airfare 0		(If yes, list names)
Lodging \$82.00		
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration		
YES / NO		
Total \$210.00		
Time Request: 3:00 pm	Requested	Approved
Number of days absent: 3		
From Work Setting		
Vacation		
Paid Conference Time X		
Absent Without Pay (own time)		
Other I WILL BE TRAVELING WITH THE BLOMER POLICE CHIEF AND SPLITTING EXPENSES		

**A COPY OF THE MEETING DESCRIPTION AND AGENDA
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Supervisor _____

Date _____

Welcome, WILLIAM J ANDERSON

Training Announcement Details

Law Enforcement Managment Conference

Provider:	Wisconsin Indianhead Technical College - South Region
Date(s):	01/18/2016 - 01/20/2016
Cost:	\$95.00
Instructor/Vendor:	Wisconsin Indianhead Technical College
Training Site Location:	Barker's Island Inn 300 Marina Drive, Superior, WI 54880
Geographical Location:	NWAR
Description:	Legal Update; Breachpoint and Servant Leadership Media Relations and Best Practices Leading Generations: What's Different – What's the Same Landlord and Tennant Issues Body Camera Issues Law Enforcement Academy 720 – DOJ/WITC
Prerequisites:	Class will be limited to first 100 registered.
Contact:	Leslie Larsen
Phone:	(715) 234-7082 Ext. 6380
Email:	Leslie.Larsen@witc.edu
Internet Address:	http://www.witc.edu/continuing-education/lawschedule.htm

Meeting / Continuing Education Travel / Meeting Request Form

Name WILLIAM ANDERSON
Date 12/09/2015

Position CHIEF OF POLICE
Department POLICE
Estimated Costs _____

Date(s) of meeting 02/07/2016 – 02/10/2016

Employee is / NOT required to attend (circle one)

Name of Requested meeting WI POLICE LEADERSHIP FOUNDATION MID WINTER TRAINING
CONFERENCE

How will this improve your ability to perform your job? NETWORKING WITH CHIEFS THROUGHOUT THE
STATE, BEING INTRODUCED TO NUMEROUS VENDORS OF POLICE RESOURCES AND EQUIPMENT, AND
LEARNING OF CURRENT ISSUES / UPDATES TO DO WITH LAW ENFORCEMENT IN WI

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 PERTINENT AND USEFUL
INFORMATION TO EMPLOYEES

Please include any additional comments on the back of this form

Expense Estimate: \$350.00	Requested	Approved
Tuition / Registration \$135.00	*Are others attending this meeting	YES / NO
Mileage / Airfare 0		(If yes, list names)
Lodging \$165.00		
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration YES / NO		
Total \$350.00		
Time Request: 1200	Requested	Approved
Number of days absent: 3		
From Work Setting		
Vacation		
Paid Conference Time X		
Absent Without Pay (own time)		
Other		

**A COPY OF THE MEETING DESCRIPTION AND AGENDA
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Supervisor _____

Date _____

General Conference Details:

Start Date	Feb 07, 2016
End Date	Feb 10, 2016
Location Hotel	Kalahari Resort & Convention Center
Location City	Wisconsin Dells
Location State	WI
Location Zip	53965
Registration	Open
Early Registration Deadline	Nov 11, 2015
Final Registration Deadline	Jan 29, 2016
Description	Registration to attend the 2016 Wisconsin Police Leadership Foundation (WPLF) Mid-Winter Training Conference being held February 7 th through 10 th at the Kalahari Resort in the Wisconsin Dells is now open.

Presentations at the **2016 WPLF Mid-Winter Training Conference** will provide insight into variety of important law enforcement topics, including:

"Lessons Learned from Ferguson, MO" Presented by Chief John Belmar (St. Louis Co. Police Dept.)

"Emerging Trends in Law Enforcement Technology" Presented by Taser International

"Intelligence Led Public Safety, Problem Solving Through Public Safety Technology" Presented by Motorola Solutions

"Credentialing in Wisconsin" Presented by Todd Nehls, EPS

"21st Century Recruiting" Presented by Chief Brad Wendlandt (Greenfield Police Dept.)

"Lessons Learned: Trestle Trail Shooting in Menasha, WI" Presented by Menasha Police Dept.

"Legal Updates" Presented by Asst. Attorney General Dave Perlman (Wisconsin DOJ) as well as Kyle Guyla

In addition to receiving some great training other reasons to attend the **2016 WPLF Mid-Winter Training Conference** include:

12/10/2015

WISCONSIN Chiefs Of Police Association (WCPA)
networking During Host Chief's/Exhibitor Appreciation Night on Monday,
February 8th with complimentary appetizers and tap beer (cash bar available)

Networking During the Association President's Reception & Dinner on
Tuesday, February 9th Sponsored by American Military University (AMU)

Automatic Entry into Drawings for Your Chance to Win Thousands of Dollars
Worth of Door Prizes Donated by our Generous Conference Exhibitors and
Supporters

Opportunities to Meet with 100+ Law Enforcement/Service Providers Exhibiting
at the Conference

The host hotel for this event is Kalahari Resort & Conference Center.

[CLICK HERE TO VIEW SPECIAL CONFERENCE ROOMS RATES!](#)

If you have any questions, comments or need additional information or assistance
with registering for the 2016 WPLF Mid-Winter Training Conference, please contact:

Chief Timothy J. Styka (WCPA & WPLF Treasurer)
WPLF Conference Registration
Menasha Police Dept.
430 First St.
Menasha, WI 54952
Office Phone: 920-967-3500
Cell Phone: 920-915-1349
Email: wcpatreasurer@gmail.com

If are a **vendor** and you have any questions, comments or need additional
information or assistance with attendee registration for the 2016 WPLF Mid-Winter
Training Conference, please contact:

Pete Peters (Conference Coordinator)
Phone: 218-348-5911
Email: peters3006@gmail.com

[Download Conference
Overview/Agenda.](#)

[Registration Check Payment
Details](#)

CONFERENCE AGENDA

Tim Styka (Treasurer)
WPLF Conference Registration
430 First St.
Menasha, WI 54952

NOTE: Please make check's payable to the "WPLF"

Meeting/Continuing Education Travel/Meeting Request Form

CVTC Bills

1. Gary
Name See list Position EMT-B to EMT-A
Date _____ Department CR3
Date(s) of meeting 1-12-16 to 5-3-16 Estimated costs \$597.84 each x 3 = \$1,793.52
Name of requested meeting Advanced EMT class Employee is is not required to attend (circle one)

2. Valerie
Henrichs
How will this meeting improve your ability to perform your job?
Increase Training level and licensure level

3. Blake
Miller
What alternatives are there to attending this meeting? (In-house resources, literature review, participation in meetings closer to Eau Claire, etc.)
None

How will you share what you have learned with others.

Please include any additional comments on the back of this form.

EXPENSE ESTIMATE:	REQUESTED	APPROVED	
Tuition/Registration	597.84		* Are others attending this meeting (If yes, list names) <u>See list</u> <input checked="" type="radio"/> Yes <input type="radio"/> No
Mileage/Airfare			
Lodging			* Would like the Registration Fee Pre-paid and mailed with your Registration? <input type="radio"/> Yes <input checked="" type="radio"/> No
Food			
Miscellaneous			
TOTAL			

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

[Signature]
Supervisor

12-8-15
Date

home (/) > continuing education (/continuing-education.aspx) > seminars & training (/continuing-education.aspx#seminars-and-training) > emergency medical service (ems) training (/continuing-education/seminars-training/emergency-medical-services-(ems).aspx) > 2016 (/continuing-education/seminars-training/emergency-medical-services-(ems)/2016.aspx) > january (/continuing-education/seminars-training/emergency-medical-services-(ems)/2016/january.aspx) > advanced emergency medical technician (aemt)

Advanced Emergency Medical Technician (AEMT)

Event Date & Time: January 12, 2016 - May 03, 2016 • 05:30 - 09:30

Location: CVTC Emergency Service Education Center

(<https://www.google.com/maps/place/3623+Campus+Rd,+Eau+Claire,+WI+54703/@44.8380838,-91.5523m1!4b1!4m2!3m1!1s0x87f8978706ecde43:0x61d39a0e9d82cd89>)

3623 Campus Road

Eau Claire, WI 54703

The Advanced Emergency Medical Technician (AEMT) program expands the role and skills of the EMT. A thorough knowledge of anatomy and physiology, skills involved in obtaining intravenous access, medication administration, and fluid therapy will be included.

Download Registration Form (/CVTC/media/Documents/Continuing-Education/EMT-Training/AEMT-21370.pdf)

Meeting Details:

Tuesdays, 1/12–3/2 from 5:30–9:30 p.m.

Saturdays, 1/16, 1/30, 2/27, 3/26 from 8:00 a.m.–4:55 p.m.

Tuesdays, 3/16–5/3 from 5:30–9:30 p.m.

Cost: \$597.84

CRN: 21370



(/) (/)

Meeting/Continuing Education

CVTC Bills

Travel/Meeting Request Form

1. Michelle Briggs Name See list Position FMT-B
 Date 12-8-15 Department CRS
 Date(s) of meeting 1/13/16 to 3/9/16 Estimated costs \$ 106.86 9/piece x 748.02
 Name of requested meeting FMT-B Refresher Employee ☒ is not required to attend (circle one)

2. Tyler Clark How will this meeting improve your ability to perform your job.

Required for Licensure

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

none

4. Peter Jaki How will you share what you have learned with others.

everyone need Refresher

5. Daniel Lymettr Please include any additional comments on the back of this form.

EXPENSE ESTIMATE:	REQUESTED	APPROVED	
Tuition/Registration	106.86 ea.		* Are others attending this meeting (If yes, list names) <u>See list</u> <input checked="" type="radio"/> Yes <input type="radio"/> No
Mileage/Airfare	—		
Lodging	—		* Would like the Registration Fee Pre-paid and mailed with your Registration? <input type="radio"/> Yes <input checked="" type="radio"/> No
Food	—		
Miscellaneous	—		
TOTAL	each 106.86 1 @ 106.86	748.02	

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

Supervisor

Date

home (/) > continuing education (/continuing-education.aspx) > seminars & training (/continuing-education.aspx#seminars-and-training) > emergency medical service (ems) training (/continuing-education/seminars-training/emergency-medical-services-(ems).aspx) > 2016 (/continuing-education/seminars-training/emergency-medical-services-(ems)/2016.aspx) > january (/continuing-education/seminars-training/emergency-medical-services-(ems)/2016/january.aspx) > emt - refresher

EMT - Refresher

Event Date & Time: January 13, 2016 - March 09, 2016 • 06:00 - 10:00

Location: Colfax Ambulance

(<https://www.google.com/maps/place/Village+of+Colfax+Public+Works/@44.9975764,-91.7243771,17z/data=!3m1!1e3!1s0x52acd32514f8e08b0xd53ce03dbf192!2s614+E+Railroad+Ave,+Colfax,+WI+54730!3m1!1s0x52acd3253f4f70b9:0xecaeb0e6e0a3a5cb>)

614 C Railroad Ave

Colfax, WI 54730

A 30-hour course that provides updated training to licensed EMT-Basics. Current books and materials required.

Download Registration Form (/CVTC/media/Documents/Continuing-Education/EMT-Training/EMT-Refresher-90034.pdf)

Meeting Details

Wednesdays, 1/13, 1/27, 2/10, 2/24, 3/9 from 6–10 p.m.

Saturday, 2/6 from 8 a.m.–5 p.m.

Cost: \$106.80

CRN: 90034



(/ (/)

July 1, 2015 - June 30, 2016
Application for License to Serve Fermented Malt Beverages
and Intoxicating Liquors Fee - \$10.00

To the Clerk of the Village of Colfax Wisconsin:

I hereby apply for a License to serve, from July 1, 2015 to June 30, 2016, 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,

I certify that I am 55 years of age.

Tamara A. Whinnery
Signature of Applicant

Answer the following questions fully and completely:

Name of Applicant TAMARA A. Whinnery
Address of Applicant N8948 Cty Road m, Colfax WI 54730

Have you been convicted of any felony or of violating any law of the State of Wisconsin or of the United States?

Speeding
Date of such conviction 1993 ?

Name of Court Spoooner

Nature of offense Speeding

Have you been convicted or violating any license law or ordinance regulating the sale of beverages or intoxicating liquors?

No

Tamara A. Whinnery
Signature of Applicant

STATE OF WISCONSIN,

Dunn County.

ss.

Tamara Whinnery, being first duly sworn on oath, says that he is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

Subscribed and sworn to before me this

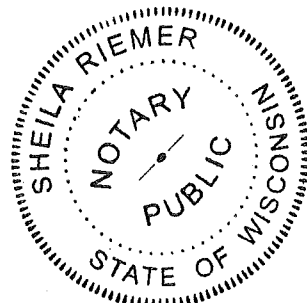
24th

day of November 2015

Tamara A. Whinnery
Applicant sign here

Sheila Riemer
Notary Public, Dunn County, Wis.

my comm. expires 8-27-18



July 1, 2015 - June 30, 2016
Application for License to Serve Fermented Malt Beverages
and Intoxicating Liquors Fee - \$10.00

To the _____ Clerk _____ of the _____ Village _____ of _____ Colfax _____ Wisconsin:

I hereby apply for a License to serve, from July 1, 2015 to June 30, 2016, 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,

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Signature of Applicant

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Address of Applicant N8948 Cty Road m, Colfax WI 54230

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Speeding
Date of such conviction 1993

Name of Court Spoooner

Nature of offense Speeding

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No

Tamara A. Whinnery
Signature of Applicant

STATE OF WISCONSIN,

Dunn County.

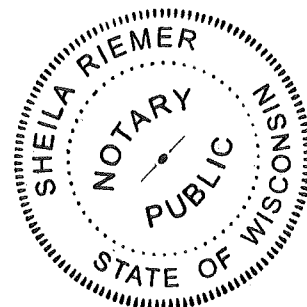
ss.

Tamara Whinnery being first duly sworn on oath, says that he is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

Subscribed and sworn to before me this 24th Tamara A. Whinnery
day of November 2015 Applicant sign here

Sheila Riemer
Notary Public, Dunn County, Wis.

my comm. expires 8-27-18



COLFAX POLICE DEPARTMENT
Village of Colfax P.O. Box 417 Colfax, Wisconsin 54730
Supplemental – General License Application

Instructions: Fill in all blanks, if a blank doesn't apply to your situation; fill in with "NA". A \$5.00 Investigation Fee is due to the Village of Colfax when submitting this application. The Investigation Fee does not apply to: fermented beer, liquor, or on-off sale licenses. The fee, if applicable, will be instituted by the Village Clerk. Your receipt of this application will be accepted or denied within 72 hours (3 days) by the Colfax Police Department upon receipt of this application. This form is to be filled out in addition to any others required by the Village of Colfax. Any information on this application found to be false will be grounds for non-approval of this application.

NOTE: If any further explanation is needed, please continue on back of application.

Full Name-First, Middle, Last Noah Christopher Schoenick

Business/Organization Name Express Mart

Full Prior Names (nicknames, maiden names, etc.) _____

Date of Birth _____ Place of Birth _____

Sex _____ Race _____ Height _____ Weight _____

Social Security No. _____ Driver's License No. _____

Have you ever been arrested for, or convicted of any laws, including traffic? Speeding
If yes, list offense, date and place occurring. _____

List prior addresses for the past five years _____

List three personal references, not related to you. Include name, address & phone number

- 1) _____
- 2) _____
- 3) _____

Have you ever been a member of the Military Service? yes Discharge? 2007 / honorable

Education- include name of High School, location, grade completed and any training beyond high school.
Menomonie

I certify that I am familiar with the laws, ordinances and regulations, and hereby agree, if granted a license, to obey all provisions of such laws. I further certify that all information included in this application is true, accurate and complete to the best of my knowledge.

Signature NS Date 07 Dec 15

Official Use Only-Below This Line

Date Received 12/8/2015 Date Approved 12/8/2015 Date Denied _____

Researcher Chief of Police Approving Officer Signature [Signature]

July 1, 2015 - June 30, 2016
Application for License to Serve Fermented Malt Beverages
and Intoxicating Liquors Fee - \$10.00

To the _____ Clerk _____ of the _____ Village _____ of _____ Colfax _____ Wisconsin:

I hereby apply for a License to serve, from July 1, 2015 to June 30, 2016, 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,

I certify that I am 34 years of age.

AS

Signature of Applicant

Answer the following questions fully and completely:

Name of Applicant Noah Schoenick

Address of Applicant 513 Cedar St. PO BOX 32 Colfax, WI 54730

Have you been convicted of any felony or of violating any law of the State of Wisconsin or of the United States?

nope

Date of such conviction _____

Name of Court _____

Nature of offense _____

Have you been convicted or violating any license law or ordinance regulating the sale of beverages or intoxicating liquors?

no

AS

Signature of Applicant

STATE OF WISCONSIN,

ss.

Dunn

County.

Noah Schoenick

being first duly sworn on oath says that he is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

Subscribed and sworn to before me this 7th

AS

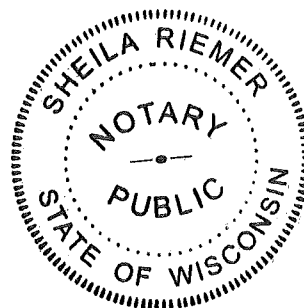
day of December 2015

Applicant sign here

Sheila Riemer

Notary Public, Dunn County, Wis.

my comm. expires 8-27-18

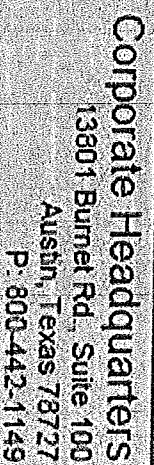


SELLER / SERVER CERTIFICATION

School Name: 360training.com, Inc.

Certification # W1-32544

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



January 1, 2016 – December 31, 2016
Application for License to Operate Mobile Home Park

Annual Fee: \$100.00 for each fifty (50) mobile home spaces or fraction thereof

I hereby apply for license to operate a mobile home park in the Village of Colfax, Wisconsin under Charter 13-1-187 of the Municipal Code of the Village of Colfax and hereby agree to comply with all provisions of said ordinance and any amendments thereof, if license is granted to me.

Name of Applicant City View Villa Court
Donald & Marcia Henderson

Address of Applicant

N8561 State Rd 40 Colfax, WI 54730

Location and legal description of park

122 Park Dr & 118 Park Dr Tax Parcel # 111-1007-03-010

Name and address of owner of park

Donald & Marcia Henderson

Dimension of park

10.65 Acres

Sanitary facilities of park

Village water & sewer

Maximum number of mobile homes that park will accommodate: 54 units

Marcia Henderson 12-1-15
Signature of applicant Date

Village of Colfax

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

Scott A. Gunnufson, President
Jackie L. Ponto, Administrator-Clerk-Treasurer

APPLICATION FOR SECONDHAND JEWELRY DEALER

Date: 12/1/2015

Name: Nancy Odom

Business: TWICE BLESSED TREASURES

Address: 605 MAIN STREET, P.O. BOX 199, COLFAX

Phone: 715 942-2007

Seller's Permit No: 456-1021709623-03

NONREFUNDABLE FEE: \$30.00
RECEIPT # _____

Nancy Odom
Applicant's Signature

Police Chief Notification: _____

Village of Colfax

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

January, 1 to December 31, 2016

☐ New or ☒ Renewal
(check one)

License Application for Multiple Dogs (Kennel) License

\$36.50/year per Kennel, plus \$5.00/animal over twelve (12) animals
(all fees are non-refundable)

(please print)

1. Name of Applicant JoAnn Mayfield
2. Address 204 Viking Dr, Colfax
3. Phone 715-962-4272
4. Number of dogs 5

- No residential unit shall own, harbor or keep in its possession more than a total of three (3) dogs or three (3) cats, or a combined total of six (6) dogs or cats in any residential unit without prior issuance of a kennel license by the Village Board, except that a litter of pups or kittens or a portion of a litter may be kept for not more than ten (10) weeks from birth.
- For additional information, see Village Ordinance Title 7, Licensing & Regulations, Chapter 1, Licensing of Dogs & Cats; Regulation of Animals.

I understand that because I have more than three (3) dogs at my residence, I must apply for a Kennel License. In submitting this application, I hereby agree to comply with the regulations imposed by the Village of Colfax Code of Ordinances. I understand the information requested on this form will be used by the Village of Colfax in the issuance of a license or processing of a renewal application. I understand the information supplied on this form will become public information when received by the Village of Colfax. I have no intention or agreement to transfer the license to another person or to allow any other entity to operate under the authority of the license. I hereby affirm that the foregoing statements are true and correct to the best of my knowledge and that I agree to comply with all the provisions of the Ordinance under which this license is granted.

JoAnn E Mayfield
Signature of Applicant

11-29-15
Date

=====

Office use only

_____ Date Application Received

_____ Date Board Reviewed Application
Approved / Denied
License Number

Credit Management Control

RECOVERY SERVICES SINCE 1980

Debt Collections Overview

For the Village of Colfax

Presented by:

Brian White, Vice President
P.O. Box 589
Waukesha, WI 53187
(877) 975-9908
brian.white@creditmgt.com

For over three decades, **CREDIT MANAGEMENT CONTROL (CMC)** has established itself as a powerful, nationally-licensed agency with the ability to process and call on an unlimited number of accounts, consistently performing above and beyond client expectations and industry standards.

We have been **experts in municipal collections** for over 15 years, serving 14 counties and dozens of cities, towns and villages throughout Wisconsin. In May 2013, CMC was one of the agencies awarded a state contract by the Wisconsin Department of Administration, allowing us to provide debt collection services in the Other State Agencies and Local Government category. In addition, our extensive background in municipal collections has given us experience in working with Department of Revenue files and in processing TRIP accounts. We have an established interface with the DOR and, therefore, are able to quickly and easily begin processing TRIP accounts for new clients requiring that service.

We are pleased to offer our municipal clients:

- ✓ One of the highest TRIP certification rates in the industry
- ✓ Unlimited dialing capabilities
- ✓ A highly competitive pricing structure
- ✓ Excellent client care and debtor service
- ✓ **Proven recovery results!**

CMC offers a variety of services, adapted for each client's specific needs, which include:

- ✓ Full-service TRIP and rejected TRIP accounts processing
- ✓ Ability to certify debts with the DOR
- ✓ Customized notices and reports
- ✓ Multi-tiered skip tracing
- ✓ Multiple dialing capabilities
- ✓ User-friendly website for client access (www.creditmgt.com) and debtor payments (www.weblinkpay.com)
- ✓ Extensive payment options
- ✓ Credit bureau reporting
- ✓ Income assignment/wage garnishment
- ✓ Thorough collector training
- ✓ Bilingual collectors (Spanish speaking) and collection notices in Spanish, Hmong or any other required language
- ✓ Remittance procedures to suit your specifications
- ✓ National network of attorneys

Commission Fee

CMC's commission structure is based on a contingency fee only. We collect our fee, based on a percentage of the collected amount, only after money has been recovered. There are no upfront or hidden charges. If we don't collect on an account, you aren't charged for any work performed in an attempt to recover that account.

CMC's fee for the Village of Colfax will be:

0% for TRIP accounts placed by the Village

20% for all collection accounts

45% for all legal accounts

Professional Affiliations

CMC has a variety of professional affiliations, allowing us contact with other industry professionals and access to information regarding the latest in technological advancements and collection procedures, as well as providing us more access to our clients which helps us develop a personal relationship with them and a better understanding of their needs. Our professional affiliations include:

- American Collectors Association (ACA)
- Wisconsin Collectors Association (WCA)
- Wisconsin Clerk of Courts Association
- Wisconsin Municipal Clerk of Courts Association (WMCCA)
- Wisconsin Municipal Clerks Association (WMCA)
- Wisconsin EMS Association
- Wisconsin Fire Chiefs Association
- Debt Buyers International Association
- American Association of Healthcare Administrative Management (WI Chapter)
- Hospital Financial Managers Association

Implementation process

Before listings begin, CMC meets with clients to create a customized account strategy, to establish performance expectations and to answer questions. We collect information that will allow us to create a company profile our collectors can use for training purposes and will provide training on how to access and utilize our webserver. CMC will also test the interface between their database systems and our Bloodhound collection software system to ensure the accuracy and reliability of all file transfers.

Listing an account

Once you are set up as a CMC client, you may begin listing accounts immediately. Listing accounts with us is an easy and effortless process. Simply send a file of your overdue accounts with as much debtor information as you can provide (i.e. name, date of birth, account number, balance owed, etc.) and Credit Management Control will upload the information into our software system. CMC is equipped to conform to any data format, transfer method and schedule for transfer of this data. Upon listing, an acknowledgement is immediately sent to the client and a validation notice is sent to the debtor at the given address.

Skip tracing

Accounts are searched thoroughly for valid contact information, Social Security and driver's license numbers, last known address, phone number, place of employment, deceased/bankruptcy status, etc., using a variety of resources. Accurint, a national electronic data base, is used to verify Social Security numbers through matching the debtor's middle name and date of birth, given address, driver's license number, etc. If these manual skip tracing techniques are not successful, the account is batched with others and all are sent to Accurint for additional skip tracing efforts. All records of investigation, skip tracing, etc. are maintained and can be made available upon request.

Calling Campaign

Once the correct information is established, accounts are evaluated and weighted (based on balance, new business, verified contact information, client contract requirements, etc.). Larger balance accounts go to a designated calling queue and all others go into the dialer queue to be worked on by all collectors, increasing the chances of obtaining right party connects and receiving payments. Calls are made every 2 or 3 days until contact is made. When a payment schedule is made with a collector, the account goes into the individual collector's queue for follow-up activities. If, after 90 days, no contact has been made, calls will continue every three to five days.

Custom Notices

CMC provides customized notices that are sent to debtors throughout the collection process. These notices include but are not limited to: a first validation letter, second and third notices as necessary, a broken promise letter and a thank you letter. When processing TRIP accounts, CMC also sends an "intent to certify debt" notice upon acceptance of the account by the Department of Revenue.

TRIP (Tax Intercept)

CMC currently processes TRIP (Tax Refund Intercept Program) accounts for a number of counties and municipalities throughout Wisconsin. When CMC's collection specialists have utilized all means available to acquire either payment in full or to establish a payment plan with a debtor and a resolution is not able to be reached within 30 days, the account is prepared for tax intercept in conjunction with the Department of Revenue. For clients who process their own TRIP accounts, CMC can process the accounts rejected from the TRIP system. These rejected accounts are transferred into a specialized collection unit specified by the collection manager and are reworked by a CMC's collection team, who reviews accounts to find out why they were rejected (i.e. invalid driver's license, misspelled name, incorrect Social Security number), recertifies the accounts for TRIP processing and puts them back into regular calling process. Accounts that continue to be rejected are resubmitted annually in late November in an effort to re-qualify in case a debtor is now on file with the DOR.

Special TRIP Account Situations

Appealed accounts: If the debtor appeals the debt in writing within 10 days, the debt must be validated. In this case, an itemized statement is sent to debtor and a CMC representative follows up explaining why the debt is valid. All validated accounts are sent to the appropriate collection unit and are put back into the regular collection calling process.

Returned accounts (in the case of a deceased debtor, due to a client request or for any other reason that would cause an account to be returned) are removed from the TRIP system immediately by a CMC representative.

Bankruptcy accounts are removed from TRIP as soon as notification is received that bankruptcy proceedings are impending. These accounts are diligently tracked by CMC. If the bankruptcy is not approved, the account is re-entered into the TRIP system.

Payment updates for TRIP Accounts

When a debtor makes a payment through regular collection efforts, CMC adjusts the balance in the TRIP system immediately so if additional money is still owed, the correct amount is withheld. TRIP payments are pulled weekly and posted to the account. A cash journal with the client account number is sent to client. Payments will be sent via ACH from the DOR to the client.

Credit Bureau Reporting

CMC has established interfaces with Trans Union, Equifax and Experian to forward client approved delinquent debt accounts for credit bureau reporting. Accounts with balances over \$25 are reported after 45 days following the initial listing. Accounts can be reported as early as 30 days after listing or at another interval requested by the client.

Debtor Payment

Debtor payment options include cash, check (processed electronically), check over the phone, credit card (Visa, MC, Discover and American Express), debit cards, money orders, and Western Union and Money Gram payments. Payments are accepted in person or via our debtor weblink, mail, telephone or through regular account deductions. CMC requests payment in full on all accounts but will establish and manage payment plans unless otherwise directed by the client. All payments are processed and deposited on the same day into a trust account. A History Receipt Journal that displays all payments made on any given day or specified time frame is available for viewing on our website.

Custom Reports

CMC issues a number of informative reports that provide clients and CMC staff with the data they need in order to monitor collection activity and can be accessed through our website. Clients may simply log into this online version of our collection software without any complicated computer reconfiguration or alternative connections. Reports can be viewed, converted into an Excel format and printed at our clients' convenience.

Remittance Procedures

CMC is able to transmit revenue to clients via direct deposit/electronic funds transfer (via Automated Clearing House) with all ACH remittances being deposited on the next business day following the remittance end date. CMC can transmit revenue to clients via regular (payment sent to the client less commission fees), gross (payment sent to the client for gross collectibles with the client issuing a check for commission fees) or combination (payment sent to the client less commission fees and invoice sent to client for commission on payments made directly to the client) remittance. A report, if requested, may be emailed or faxed in, and is always available for online viewing by our clients.

Other collection procedures at CMC include:**Restitution Accounts**

CMC has a comprehensive, zero-commission restitution program that assists our clients in recovering as much of their accounts receivable as possible. We provide a custom letter service to meet each client's specific needs, perform manual and batch skip tracing, report to credit bureaus, actively call on accounts and work rejected TRIP accounts in an attempt to certify them - all at no cost to the client. We only accept certified funds and all proceeds are first applied to restitution.

Secondary Accounts

CMC has a proven track record of effectively recovering older accounts that have been inactive. We reactivate all aged accounts and work them as new placements by sending out a new notice to each debtor, skip tracing and redialing all accounts, re-evaluating accounts for small claims, executing follow-up techniques and using effective talk offs to secure payments.

Suit Authorization Accounts

Once all voluntary payment options have been exhausted and an account appears to still be collectible (based on income, assets, etc.), a legal authorization request is sent to the client. When authorization is returned to CMC, a final notice will be sent to the debtor. After a seven day grace period, the account is sent to our attorney or to an out-of-state attorney, when appropriate, who is screened and hired by CMC to act on our client's behalf. Voluntary efforts by the attorney continue for thirty (30) days, after which time a summons is sent. Once a judgment is received, a wage garnishment notification is sent to the debtor's place of employment and a lein may be placed on his/her property.

Bankruptcy

In Chapter 13 cases, we cease communication with the debtor. CMC then files proof of claim. The account is moved into the "Special Handling" collector code and followed through the entire Chapter 13 process. If the Chapter 13 is not approved or the debtor defaults on payment, the account is reinstated into regular collections upon notification from the Bankruptcy Court. If it is approved, CMC will fill out the Proof of Claim on behalf of our clients. Chapter 7 cases are documented on the account and moved into special handling. All communication with the debtor is ceased. The account is manually worked through the Chapter 7 process and returned to the client upon discharge. If the Chapter 7 is not discharged, the account is placed back into regular collections.

Deceased/Probate

CMC files claims related to probate for debtors with outstanding balances. Upon notification of a death, CMC verifies the estate through Accurant. Once the estate has been verified, CMC files all probate paperwork and filing fees on behalf of the client. CMC monitors the account until a settlement is reached.

Broken Promises

Dishonored payments are followed up by Broken Promise letters, reminding the debtor of his/her promise to pay and offering another chance to pay the debt in full. If the debtor is unable to pay the account balance in full, we request that an Assets Disclosure form be completed to determine the debtor's ability to pay and to identify the assets of the household. Once the form is completed, the collector will determine the ability to pay and, as appropriate, discuss other credit resources that might be available to help obtain payment on the account. If a debt still remains unpaid, litigation recommendation is discussed and the appropriate procedures put into place. CMC has experience in wage garnishment, tax return intercept programs and other procedures used as ways to ensure payment that has not been voluntarily made.

Disputes

When a debtor calls disputing a debt, the collector places an immediate hold on the account and the account is moved to a restricted collection unit. During the call, the collector requests that a formal, written dispute be forwarded to the CMC office. In the

event no written dispute is received by CMC within the designated thirty days, the account moves into an active collection unit and collection efforts resume. Once a written dispute is received, however, the account is coded as a dispute for credit bureau purposes, remains on hold and the dispute is reviewed. When there is merit to the dispute, the account is canceled and returned to the client. The debtor is contacted to relay these findings. When there is not credibility to the dispute, a written explanation is forwarded to the debtor. An additional 30-day response time is allowed before proceeding with further collection efforts. Should the debtor continue to ignore requests for payment after these 30 days, CMC will recommend appropriate next steps to the client.

Returned Accounts

Credit Management Control makes all reasonable efforts to collect debts and does not close an account unless it is mandated by law (i.e. because of bankruptcy) or requested by the client (i.e. accounts older than six years). In this case, the account is closed and returned to the client immediately. Return reports, including summaries of all returned accounts, the collection activity detail and reason for the return are generated monthly and forwarded to the client. This report can also be viewed at any time on our secure web site (www.creditmgt.com) through our client portal.

Bloodhound collection software

Our software can be customized to contain whatever data elements a client requests, including standard information such as: debtor name, date of birth, address, phone number, employer information, and Social Security number; agency ID number; account number; principle amount of debt; date of most recent activity

Predictive dialing system

Our sophisticated dialing center provides us with unlimited inbound and outbound dialing capabilities, allowing our collectors to place over 1.5 million calls each month, achieve more right party connects and recover more of your money.

Secure website

Client Access

Accounts can be accessed through our client web portal on our secure website, www.creditmgt.com, which is protected by two firewalls, and can be searched by either name or account number. Clients are assigned login names and passwords to access their accounts. Once logged in, clients may list accounts, view debtor information and payment history, post direct payments, adjust account balances or send a message to CMC on an individual account. Clients may also view, convert to Excel documents and print all collection reports.

Debtor Access

Debtors are also now able to view their accounts securely on-line through a debtor web link, www.weblinkpay.com. User log-ins and passwords are assigned to debtors who may then securely log into the system to view their accounts, make credit card or check payments and print receipts and account balances.

Department of Revenue Interface

Our extensive background in municipal collections has given us experience in working with Department of Revenue files and in processing TRIP accounts. We have an established interface with the DOR and, therefore, are able to quickly and easily begin processing TRIP accounts for new clients requiring that service.

Rigorous Collector Training Procedures

Before a collector is allowed to collect accounts at CMC, he/she must first complete a rigorous training program that includes all FDCPA, ACA and HIPAA regulations, specific clients' requirements, company policies, phone collecting and skip tracing strategies, software knowledge, customer courtesy, and other collection process information. For HHS or EMS collection accounts, collectors will also understand how third party coverage is utilized when handling medical accounts. All new employees must meet certain standards during their probationary period, which include FDCPA testing and collection goal achievement, and are then monitored regularly, along with all of our collection specialists, to ensure that they maintain the required level of professionalism and courtesy that is expected of both CMC management and our clients.

For over three decades, Credit Management Control has excelled in establishing an open, honest and professional partnership with our clients while pursuing all available avenues of effective collection methods in order to recover for them the highest number of accounts possible in an ethical, compassionate and confidential manner. We remain diligent in providing excellent customer care and in looking for ways to improve the collections process so that we may present our clients with results that exceed industry standards and their high expectations.

Our managers and customer service representatives are very responsive to the needs and requests of each client and our collection professionals are trained to manage debtor accounts effectively and with the same sense of understanding, respect and confidentiality that our clients provide them. In addition, all CMC employees are expected to maintain at all times the high level of professionalism and courtesy that is expected of both CMC management and our clients.

It is our hope that this overview has demonstrated our capabilities and our dedication to providing you with the best service available. We pledge to help you increase revenues and reduce expenditures, prompt new and better ways of doing business and to utilize all our resources to meet the highest standards of fairness, accountability and customer care possible.

Thank you for your consideration. We look forward to having the opportunity to establish a long-term and successful business partnership with your organization.

Credit Management Control
RECOVERY SERVICES SINCE 1980

Credit Management Control

RECOVERY SERVICES SINCE 1980

AGENCY AGREEMENT

This agreement made and entered into this _____ day of _____, 20____, by and between Village of Colfax, hereinafter referred to as "Principal", and Credit Management Control, Inc., a collection agency duly licensed under and pursuant to the laws of the State of Wisconsin, hereinafter referred to as "Agent."

WITNESSETH

WHEREAS, Principal desires Agent to undertake the collection of Principal's accounts and other evidence of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth: and,

WHEREAS, the parties contemplate a future course of dealing as Principal and Agent, and desire to set forth and define herein the mutual rights, obligations and liabilities of the parties hereto in such course of dealing.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto it is hereby agreed as follows

1. Principal hereby appoints Agent as its agent to collect and receive all sums of money due or payable to Principal for claims which the Principal lists with Agent. CMC will accept for collection all active, delinquent accounts, not accounts that are in bankruptcy, deceased or disputed.
2. Agent shall use only ordinary and reasonable collection efforts as permitted by law.
3. Agent shall have authority to receive payment in cash, check or money order, and shall have authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment. Agent shall remit all money received, less agreed commissions promptly and as otherwise required by law.
4. Principal shall report all payments received at Principal's office upon receipt, including any payments made by third parties pertaining to accounts listed for collection and will be subject to customary charges as listed in agreement. Accounts are considered "listed" upon receipt at Agent's office.
5. On a monthly basis, The Agent will send the Principal a check for accounts collected minus the Agency's commission. On a monthly basis, the Principal will issue a check to the Agent on commission due for direct payments.
6. This agreement shall be effective as of the above date and shall continue in effect until terminated or modified in writing by Principal and Agent. Either party may, for any reason and at the option of such party, terminate this agreement at any time by giving a thirty (30) day notice in writing. Termination of this agreement by Principal shall be subject to Principal's payment of commissions due. Agent will be allowed to retain all accounts with active payment arrangements and those for which advanced legal fees have been paid.
7. The Principal reserves the right to determine whether a claim shall be placed in litigation. If the Principal elects not to designate the attorney, Agent is authorized to tender the account to any attorney selected by him. Agent may retain such attorney on prescribed terms with the understanding that litigation is to be in the name of the Principal. Agent shall advise Principal immediately of any such selection made by Agent. Any such attorney selected shall be considered the Principal's attorney. Principal may authorize Agent to conduct correspondence with any such attorney and to receive payments made by the debtor. However, the conduct of the attorney shall at all times be subject to the control of Principal, and the attorney may report directly to the Principal or through Agent, as he desires. Either Agent or the attorney may advance the necessary legal cost, but the Principal agrees to pay for any disbursements thus made if requesting the judgment be canceled or returned. When the attorney collects an account, in whole or in part, he may deduct his fee and remit the balance to agent who shall be authorized to deduct his agreed commission and disbursements, before remitting the balance to Principal.

Credit Management Control

RECOVERY SERVICES SINCE 1980

CLIENT INFORMATION

Client Legal Name: Village of Colfax
Client address: 614C Railroad Avenue
City, State, Zip: Colfax, WI 54730
Phone #: (715) 962-3049
Fax #: (715) 962-2032
Email Address:
Contact: Donald R. Knutson

Web Server Information

username _____
password _____

Reporting:

Remit Type: Net ☒ Gross _____ Combination _____

Fax Acknowledgment: YES ☒ NO _____

Credit Bureau Reporting: YES ☒ NO _____ Number of days prior to reporting 45

Commission Rates:

0% Accounts placed in TRIP by Principal and recovered via TRIP
20% General Accounts
45% Legal Accounts

Agent is authorized (for residents of the state Wisconsin) to assess and retain the legal rate of pre-judgment interest of 5% per annum to be split between agent and principal. YES _____ NO _____

Post-judgment interest rate of 1% above prime in the state of Wisconsin will be assessed annually on the Principal of the account. This interest will be split at the legal rate.

Date of Contract _____

Date Submitted _____

Client Signature

CMC, Inc. Agent

Print Client Signature

STATE OF WISCONSIN
DEPARTMENT OF REVENUE
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Definitions used herein:

"Confidential Information" means all tangible and intangible information and materials, including all Personally Identifiable information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally identifiable Information; (ii) information obtained from a Wisconsin tax return or writing and that is confidential under ss. 71.78 and 77.61(5), Wis. Stats., (iii) federal tax information that is confidential under sees. 7431, 7213, and 7213A, IRC, (iv) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (v.) information designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the individual's date of birth; (d) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (e) the individual's DNA profile; or (f) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic,

"Corrective Action Plan" means a plan communicated by the State to the Contractor for the Contractor to follow in the event of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by the Contractor.

Duty of Non-Disclosure and Security Precautions

Contractor shall not use Confidential Information for any purpose other than the limited purposes set forth in the Agreement. Contractor shall hold the Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("*Representatives*") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Contractor shall be responsible for the breach of this Agreement by any of its Representatives.

Contractor shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the Confidential Information, and shall apply the same level of care as it employs to protect its own confidential information of like nature.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed,

Contractor shall return or destroy all Personally Identifiable Information it holds upon termination of this Agreement. After destruction of any Personally Identifiable Information, the Contractor shall certify to the department that such destruction has occurred.

Limitations on Obligations

The obligations of confidentiality assumed by Contractor pursuant to this Agreement shall not apply to the extent Contractor can demonstrate that such information:

- (i) is part of the public domain without any breach of this Agreement by Contractor;
- (ii) is or becomes generally known on a non-confidential basis, through no wrongful act of Contractor;
- (iii) was known by Contractor prior to disclosure hereunder without any obligation to keep it confidential;
- (iv) was disclosed to it by a third party which, to the best of Contractor's knowledge, is not required to maintain its confidentiality;
- (v) was independently developed by Contractor; or
- (vi) is the subject of a written agreement whereby the State consents to the disclosure of such Confidential Information by Contractor on a non- confidential basis.

Legal Disclosure

If Contractor or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, Contractor shall give the department prompt notice thereof (unless it has a legal obligation to the contrary) so that the department may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, Contractor and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

Unauthorized Use, Disclosure, or Loss

If Contractor becomes aware of any threatened or actual use or disclosure of any Confidential information that is not specifically authorized by this Agreement, or if any Confidential Information is lost or cannot be accounted for, Contractor shall notify the department's Contact-Liaison within the same business day the Contractor becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.

The Contractor shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Contractor shall reasonably cooperate with the

department's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable Corrective Action Plan.

If the unauthorized use, disclosure, or loss is of Personally Identifiable information, or reasonably could otherwise identify individuals, Contractor shall, at its own cost, implement each of the following measures as directed by the State as part of a Corrective Action Plan:

1. Notify the affected individuals by mail or the method previously used by the State to communicate with the individual. If the Contractor cannot with reasonable diligence determine the mailing address of the affected individual and the State has not previously contracted with that individual, the Contractor shall provide notice by a method reasonably calculated to provide actual notice.
2. Notify consumer reporting agencies of the unauthorized release.
3. Offer credit monitoring and identity theft insurance to affected individuals from a company that is acceptable to the State and under terms that are acceptable to the State for one year from the date the individual enrolls in credit monitoring.
4. Provide a customer service hotline to receive telephone calls and provide assistance and information to affected individuals during hours that meet the needs of the affected individuals, as established by the State.
5. Adequately staff customer service telephone lines referred to in paragraph 4 to assure an actual wait time of less than five (5) minutes for callers.

Liquidated Damages; Equitable Relief; Indemnification

Indemnification: In the event of a breach of this Section by Contractor, Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its subcontractors, employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of and provision of identity theft insurance to all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section. In addition, notwithstanding anything to the contrary herein, the Contractor shall compensate the State for its actual staff time and other costs associated with the State's response to the unauthorized use or disclosure constituting the breach.

Equitable Relief: The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, shall be entitled to obtain injunctive or other equitable relief to prevent

or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law,

Liquidated Damages: The Contractor agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement, Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be the amounts set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. The State shall assess damages as appropriate and notify the Contractor in writing of the assessment, The Contractor shall automatically deduct the damage assessments from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice.

Liquidated Damages shall be as follows:

1. \$1000 for each individual whose Confidential information was used or disclosed;
2. \$2500 per day each day that the Contractor fails to substantially comply with the Corrective Action Plan

Compliance Reviews

The State may conduct a compliance review of the Contractor's security procedures to protect Confidential Information.

Survival

This Section shall survive the termination of the Agreement

Agency Name

Vendor Name

Wisconsin Department of Revenue

Signature

Date

Signature

Date

Typed or Printed Name

Typed or Printed Name

Credit Management Control

RECOVERY SERVICES SINCE 1980

HIPAA Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective the ____ day of _____, 20__ (the "Effective Date"), by and between **Credit Management Control, Inc.** ("Business Associate") and **Village of Colfax** on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity").

- A. Business Associate performs functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information, including electronic protected health information ("PHI") that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity.
- B. Covered Entity and Business Associate acknowledge their respective obligations to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the Final Omnibus Rule (collectively "HIPAA").

For purposes of compliance with HIPAA, the parties agree to the terms and conditions set forth in this Agreement.

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined under HIPAA.
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the applicable compliance dates, each party shall comply with its obligations under this Agreement and with all related obligations under HIPAA and other applicable laws and regulations, as they exist at the time this Agreement is executed and as they are amended or superseded, for so long as this Agreement is in place.
3. **Uses and Disclosures of PHI.** Business Associate may use and disclose PHI as necessary and appropriate to carry out the purposes specified in this Agreement, as reasonably necessary to provide the services contemplated by a services agreement between the parties (if applicable, "Master Agreement") and for such other purposes as permitted by HIPAA and as required by law. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors and agents do not: (i) use or disclose PHI in any manner that is not permitted or required by the Master Agreement or this Agreement, or required by law; and (ii) use or disclose such information in a manner that would violate HIPAA if done by Covered Entity. All uses and disclosures of and requests by Business Associate for PHI are subject to the minimum necessary rule of HIPAA as specified in 45 C.F.R. § 164.514(d), as applicable.
4. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Master Agreement or this Agreement. To the extent that Business Associate accesses, creates, receives, maintains or transmits Electronic PHI ("ePHI") in performance of its duties on behalf of Covered Entity, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI, as required by HIPAA.
5. **Reporting to Covered Entity.** Business Associate shall report to Covered Entity the details regarding the circumstances resulting in any use or disclosure of PHI not permitted or required by the Master

Agreement, this Agreement or required by law, including breaches of unsecured PHI in accordance with the breach notification rule at 45 C.F.R. § 164.410, and any Security Incident within three (3) days of becoming aware of such use, disclosure or Security Incident. If not all of the information is available within such three (3) day period, Business Associate will provide the information that is available and continue diligent investigation and provide supplemental information as soon as reasonably practical and in no event later than twenty (20) days after becoming aware of the improper use, disclosure or Security Incident. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs, damages, fees, penalties and related mitigation efforts for those activities.

6. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of HIPAA or this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
7. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will access, create, receive, maintain or transmit PHI in connection with the services Business Associate provides to or on behalf of Covered Entity. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI, including, without limitation, the breach notification requirements set forth in 45 C.F.R. § 164.410.
8. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI (for so long as such information is maintained by Business Associate in the Designated Record Set), as required by 45 C.F.R. § 164.524. In the event any individual requests access to PHI directly from Business Associate, the Business Associate shall, within two (2) days, forward such request to Covered Entity.
9. **Availability of PHI for Amendment.** Within ten (10) days of receipt of a request from Covered Entity for amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event an individual makes a request for an amendment to PHI directly to Business Associate, such request shall be forwarded to Covered Entity within two (2) days.
10. **Documentation of Disclosures; Accounting.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information within ten (10) days of request by Covered Entity: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Covered Entity shall provide the accounting to individuals as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, such request shall be forwarded to the Covered Entity within two (2) days.
11. **Management, Administration and Legal Responsibilities.** To the extent permitted by the Master Agreement, this Agreement or any other arrangement with Covered Entity, Business Associate may use or disclose PHI received in its capacity as a Business Associate for the proper management and administration of the Business Associate, or as necessary to carry out the legal responsibilities of Business Associate if such use or disclosure is required by law, or Business Associate obtains, prior to making any such disclosure, reasonable assurances from the person to whom the information is disclosed: (a) that the PHI will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (b) that the Business Associate will be immediately notified of any known breaches of the confidentiality or security of the PHI.

12. **Aggregation.** Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
13. **Other Obligations.** To the extent that Business Associate is responsible under the Master Agreement for performing Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(H).
14. **Qualified Service Organization.** Business Associate acknowledges that it may be a Qualified Service Organization ("QSO"), as defined in 42 CFR § 2.11, with regard to the services provided to Covered Entity. To the extent Business Associate qualifies as a QSO with regard to the services provided to Covered Entity, Business Associate acknowledges that certain PHI may not be disclosed or re-disclosed under the Confidentiality Regulations (found at 42 C.F.R. Part 2) without the patient's written consent, even though such disclosure or re-disclosure might be permitted by HIPAA or other laws. Further, Business Associate agrees to be fully bound by the Confidentiality Regulations in receiving, storing, processing, transmitting, transporting or otherwise dealing with any PHI that is subject to the Confidentiality Regulations. Business Associate will also resist in judicial proceedings any efforts to obtain applicable PHI except as permitted by the Confidentiality Regulations.
15. **Availability of Books and Records.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with HIPAA.
16. **Effect of Termination.**
 - (a) Upon the termination of the Master Agreement or this Agreement for any reason, Business Associate shall, if feasible, return to Covered Entity, or destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. Business Associate shall retain no copies of the PHI.
 - (b) In the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall extend the protections required by HIPAA and this Agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
17. **Breach of Contract by Business Associate; Termination.**
 - (a) In addition to any other rights Covered Entity may have under the Master Agreement, this Agreement or by operation of law or in equity, and notwithstanding any provisions in the Master Agreement, Covered Entity may: (i) immediately terminate the Master Agreement and this Agreement if Covered Entity is aware of a pattern of activity or practice of the Business Associate in violation of HIPAA or this Agreement or if Covered Entity determines that Business Associate has violated a material term of this Agreement; or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity.
 - (b) Covered Entity's option to permit Business Associate to cure a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Master Agreement, this Agreement or by operation of law or in equity.
18. **Third Party Rights.** The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.
19. **Indemnification.** Each party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives and agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers,

representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.

20. **No Agency.** This Agreement is not intended to create an agency or joint venture arrangement between the parties.
21. **Injunctive Relief.** Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Master Agreement or this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Master Agreement or this Agreement.
22. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI accessed, created or received by or used or disclosed by or to Business Associate pursuant to the terms of the Master Agreement or this Agreement.
23. **Changes in the Law.** Upon prior written notice to the other party, either party may amend either the Master Agreement or this Agreement, as appropriate, to the extent necessary to conform to any new or revised legislation, rules and regulations to which either party is subject now or in the future including, without limitation, HIPAA.
24. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Master Agreement or some other document (e.g., a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages or other limitations), all such limitations shall exclude any damages, fees, costs or other financial amounts arising out of or incurred in connection with the use, disclosure and obligations to safeguard PHI (including, without limitation, obligations resulting from a breach of PHI).
25. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Business Associate shall notify Covered Entity of the request or mandate as soon as reasonably practicable, but in any event within two (2) days of receipt of such request or mandate and prior to responding to any such request or mandate. Covered Entity shall have the right and opportunity to object to such request or mandate and to seek a protective order or equivalent to ensure protection of the PHI, any applicable individual privacy rights, and applicable Covered Entity business operations.
26. **Conflicts.** If there is any direct conflict between the Master Agreement and this Agreement, the terms and conditions of this Agreement shall control.

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

BUSINESS ASSOCIATE
Credit Management Control, Inc.

COVERED ENTITY
Village of Colfax

Signed

Signed

Printed

Printed

Date

Date

Colfax Clerk Treasurer

From: Brian Kent <bkent@sehinc.com>
Sent: Thursday, December 10, 2015 11:25 AM
To: clerktreasurer@villageofcolfaxwi.org
Cc: Jerry Doriott
Subject: SEH proposal for Colfax LF Monitoring-2016/2017
Attachments: Suppl Letter Agreement_Colfax LF 2016-2017.pdf

Lynn-

Thank you for your direction this morning regarding the Colfax Landfill monitoring project. SEH's Chippewa Falls office staff have been performing the required monitoring for over 20 years and we appreciate the continued opportunity to work with the Village on this project. Please find attached SEH's proposed Agreement to continue monitoring services at the site. Please note that we have presented a two year agreement, which is what has been requested historically due to the relatively small fee associated with the work. As authorization for SEH to proceed, please sign and return a copy to my attention. Should you have any questions, please do not hesitate contacting me. Thank you and have a great day.

(See attached file: Suppl Letter Agreement_Colfax LF 2016-2017.pdf)

Brian L. Kent, CHMM | Principal
Senior Project Manager
SEH | 312 South 3rd Street | La Crosse, WI 54601
608.498.4844 direct | 715.456.4621 cell | 888.908.8166 fax
www.sehinc.com
SEH—Building a Better World for All of Us™

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Village of Colfax ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective July 11, 2011, this Supplemental Letter Agreement dated December 10, 2015 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Environmental Monitoring at Colfax Landfill.

Client's Authorized Representative: Lynn Niggemann

Address: 613 Main Street
Colfax, WI 54730

Telephone: 715.962.3311 **e-mail:** ClerkTreasurer@villageofcolfaxwi.org

Project Manager: Brian L. Kent, CHMM

Address: 312 South 3rd Street
La Crosse, WI 54601

Telephone: 608.498.4844 **e-mail:** bkent@sehinc.com

Scope: The Basic Services to be provided by Consultant:

SEH will provide equipment, labor, analyses, and reporting for monitoring of four groundwater monitoring wells at the landfill and two private wells located down gradient of the landfill. Environmental monitoring will be conducted as specified in the Wisconsin Department of Natural Resources', April 12, 2002 Expedited Plan Modification Acknowledgement letter. The results of the monitoring will be reported in accordance with s. NR 507.26 Wisconsin Administrative Code.

Schedule: We will begin our services immediately upon receiving a signed copy of this agreement. The duration of this agreement is 2016-2017 calendar years

Payment: The total fee for 2016 and 2017 estimated to be \$6,000 including expenses and equipment. SEH will complete the above described scope of services for a cost of \$3,000 per year. SEH will invoice the Village of Colfax \$1,200 in April and \$1,800 in October of each year. This price will be in effect through December 2017, at which time we will contact you to renew this contract or negotiate any further work. This cost estimate assumes the cost of subcontracted laboratory analytical services does not increase by greater than five percent each year, until the completion of this agreement.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

o:\ae\clcolfax\common\colfax lf 2014-2015 cost est\suppl letter agreement_colfax lf 2014-2015.docx

Short Elliott Hendrickson Inc.

Village of Colfax

By: _____

Brian L. Kent, CHMM

Title: Project Manager

By: _____

Title: _____

Exhibit A-2
to Agreement for Professional Services
Between Village of Colfax (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated December 10, 2015

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid in April and October following completion of each monitoring event. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

o:\ael\colfax\common\colfax if\2016-2017 cost est\exhibit a2.docx

Colfax Rescue Squad November 2015 Report

Incidents by municipality

Village of Colfax	8
Town of Elk Mound	4
Village of Elk Mound	3
City of Menomonie	2
Village of Wheeler	2
Town of Colfax	1
Town of Sand Creek	1
<u>Town of Tainter</u>	<u>1</u>
Total	22

Receiving Facilities

Mayo Clinic Health Systems-Eau Claire	11
Cancelled, Standby, Refused etc.	5
Mayo Clinic Health Systems-Menomonie	4
<u>Sacred Heart</u>	<u>2</u>
Total	22

Fleet

Medic 8 Maintenance and Mileage Log

Total Mileage:	7,577.70
Yearly Fuel Total Gallons:	819.91
Average MPG:	9.24
Total yearly Fuel Cost:	\$ 2,181.54
Total Maintenance Cost:	\$ 439.46
fuel discount savings	\$ 24.59

Medic 7 Maintenance and Mileage Log

Total Mileage:	7,691.80
Yearly Fuel Total Gallons:	739.98
Average MPG:	10.39
Total yearly Fuel Cost:	\$1,984.38
Total Maintenance Cost:	\$ 431.58
Fuel discount savings	\$ 22.20

Financials

Billed Out 11/1-11/30	\$17,669.68
Collected	\$15,310.65

Updates

- The Advanced EMT's finished their Refresher.
- Basic EMT filled out registration form for their refresher.
- Some basic EMT are applying to take the advanced course in place of their basic refresher.
- Finishing our operational plan updates for the State of WI.
- Started implementing new run reporting software, same software newer version than what we have been using. Needed to update to be compliant with federally mandated NEMSIS 3 guidelines.

- Switching versions of software in mid-November did not allow me to compile times in my report like I normally would do.
- Our lead Medical Director Jim Concannon and his assistant Medical Director Stephanie Wagner are swapping roles.
- M-7 is going to Chilson's on the 14th for Recall work.
- Don will be taking vacation Dec. 17 – Jan 4 available by phone.
- I have received some interest in applications from the class I have been doing teacher assistant work with at CVTC.
- We received the radios that we were included with Dunn Counties 75/25 grant.
- I have EMT's Dustin and Erin performing presentations at Colfax and Elk Mound for Community Safety net along with Dunn Energy during the week of December 7th.

WILLIAM J. ANDERSON
CHIEF OF POLICE

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

COLFAX POLICE DEPARTMENT

PO BOX 417, 613 MAIN ST
COLFAX, WISCONSIN 54730



NOVEMBER 2015 MONTHLY POLICE REPORT

TRAFFIC STOPS: 16

COMPLAINTS: 43

TRAFFIC ACCIDENT:	2
SUSP CAR/ PERSON:	1
CIVIL:	2
CHECK WELFARE:	2
AUTO THEFT:	1
ANIMAL COMPLAINT:	3
OPEN DOOR:	2
AMBULANCE ASSIST:	1
VEHICLE LOCKOUT:	2
AREA WATCH:	2
ORDINANCE VIOLATION:	2
HARASSMENT:	1
PROPERTY DAMAGE:	1
DISORDERLY:	1
MISCELLANEOUS:	1
LOST/FOUND:	1
JUVENILE COMPLAINT:	1
ASSIST OTHER AGENCY:	1

Audit and Finance Committee Meeting
November 23, 2015
6:15 p.m.

The Village of Colfax Audit and Finance Committee met on November 23, 2015, at 6:15 pm. at the Village Hall. Members present: Chair Klukas, President Gunnufson, Trustees Halpin, Burcham, Schieber, Wolff. Excused: Trustee Davis. Also present were Tammy Briggs and Peggy Wallace - Softball Association, Jon Hiitola – Youth Baseball, Administrator-Clerk-Treasurer Niggemann and the Public Works Director Bates.

Discuss/review any justifications and/or changes to the preliminary budget – Briggs, Wallace and Hiitola explained the cost breakdown of the scoreboards and lights for the Tom Prince Memorial Park. Total cost is approximately \$19,500. The Village preliminary budget has approved up to \$8,500 for the light poles and electric to the outfield, Youth Baseball contribution is \$1,500, Softball Association \$2,500 and any additional funding would come from sponsorships or a loan from the Village of Colfax. The Softball Association is looking into some possible grant opportunities to assist with the cost also. The Softball Association and the Youth Baseball program have a draft letter to send to all local businesses requesting sponsorships for naming rights on the baseball field and advertising around the scoreboards. Other items that the Softball Association would like to improve are the fields, concessions, bathrooms, dugouts, bleachers, cash payouts for tournaments and other miscellaneous items. The Village has also decided that due to the cost of repair, the 4-wheeler is not used enough to justify the cost.

The other discussion item by the Committee was reviewing the justification for a part time employee vs a seasonal employee in the Public Works department.

No action was taken.

A motion was made by Trustee Schieber and seconded by President Gunnufson to adjourn the Audit and Finance Committee meeting at 7:02 p.m. All members voted yes. Meeting adjourned.

Jeremy Klukas, Chair

Attest: Lynn M. Niggemann
 Administrator-Clerk-Treasurer

Special Budget Public Hearing – December 10, 2015

On December 10, 2015, the Budget Public Hearing was held at 7:00 p.m. at the Village Hall, 613 Main Street. Members present: President Gunnufson, Trustees Halpin, Davis, Wolff, Klukas, Schieber and Burcham. Others present included Monica Lewon, Richard Johnson, LeAnn Ralph with the Messenger and Administrator-Clerk-Treasurer – Niggemann.

Public Appearances – none

Open Public Hearing – A motion was made by Trustee Halpin and seconded by Trustee Schieber to open the Public Hearing. Voting For: Trustees Burcham, Schieber, Klukas, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

President Gunnufson called for public comments three times; 7:02 p.m., 7:06 p.m. and 7:17 p.m. There were no comments.

A motion was made by Trustee Halpin and seconded by Trustee Schieber to close the Public Hearing at 7:17 p.m. Voting For: Trustees Halpin, Davis, Wolff, Klukas, Schieber, Burcham and Gunnufson. Voting Against: none. Motion carried.

2016 Budget Review/Approval-A motion was made by Trustee Wolff and seconded by Trustee Klukas to approve the 2016 budget as presented. Voting For: Trustees Burcham, Schieber, Klukas, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

A motion was made by Trustee Halpin and seconded by Trustee Schieber to approve the Village of Colfax tax levy at the same funding as last year of \$463,088. Voting For: Trustees Burcham, Schieber, Klukas, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

Adjourn: A motion was made by Trustee Schieber and seconded by Trustee Davis to adjourn the Public Hearing at 7:20 p.m. A voice vote was taken with all members voting yes. Motion carried.

Scott Gunnufson, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer



November 27, 2015

CITY OF

City WI 54751

Dear ,

In April 2015, the Public Service Commission of Wisconsin (PSCW) approved our plans to upgrade all Xcel Energy-owned High Pressure Sodium Vapor (HPSV) cobra head street lights to light emitting diode (LED) fixtures. Over the next several months, Xcel Energy crews and contract crews will be working in your community to replace these light fixtures and we are writing to provide you with additional information about this project.

Why LEDs?

LED street lights are durable, long-lasting and cost effective and can lead to enhanced public safety while delivering environmental advantages because they use less energy than HPSV lights. Xcel Energy is working with several leading suppliers to provide the LED street light fixtures for this program and all products must meet our specifications related to reliability, efficiency and safety.

How will the project work?

Xcel Energy contract crews will install LED replacement fixtures for all Xcel Energy-owned HPSV cobra head street lights at the 100W, 150W, 250W and 400W equivalent levels.¹ Xcel Energy will pay all costs associated with the retrofits, including removal and salvage of old lights and installation of the new LED fixtures. There are no costs to you for this replacement.

This project is a simple modification of the current street light rate structure that communities are familiar using. With the new LED rates and fixtures, communities could save between 2-7% per light on their average monthly street light bill. We will also offer LED fixtures for new construction projects in the same sizes.

Street Light Comparison

Existing HPSV Wattage	Equivalent LED Wattage
100	39
150	65
250	155
400	246

¹ This covers Xcel Energy-owned cobra head street lights street lights only.

What about customer-owned LED streetlights?

The PSCW has also approved new rates for customer-owned LED street lights. Please contact our Outdoor Lighting Department at (715) 737-2445 to receive more information on these rates and options if you have, or are considering, using customer-owned LED streetlights.

What happens next?

All Xcel Energy-owned HPSV cobra head street lights in your community will be retrofitted with new LED lights from Jan. 4-March 31, 2016. Xcel Energy crews and contract crews from Donovan Construction will be completing this work.

For further information please visit www.xcelenergy.com/LEDStreetLighting.

We look forward to bringing the many benefits of LED street lighting to your community.

Sincerely,

Christie Black
Project Coordinator, Outdoor Lighting
christie.a.black@xcelenergy.com
(715) 737-2445

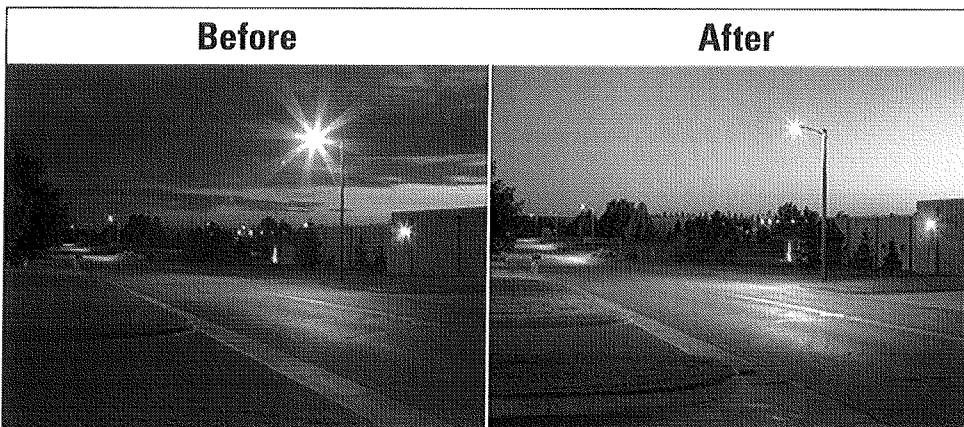
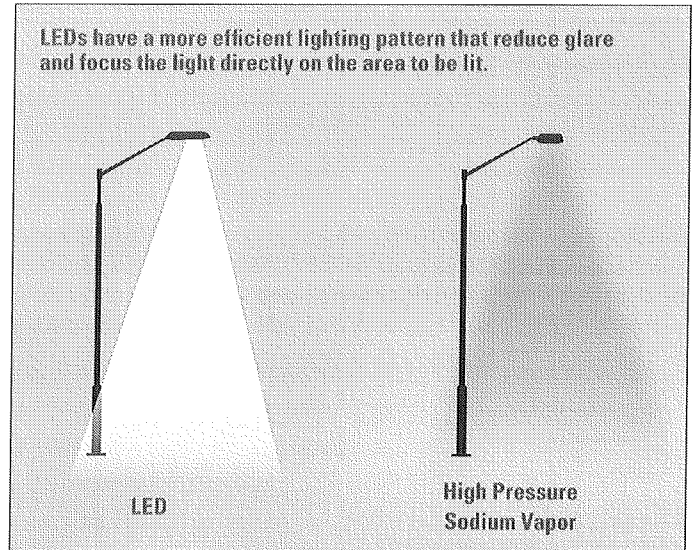
Bob Schultz
Manager, Community Relations
robert.c.schultz@xcelenergy.com
(715) 232-7401

LED Street Lighting

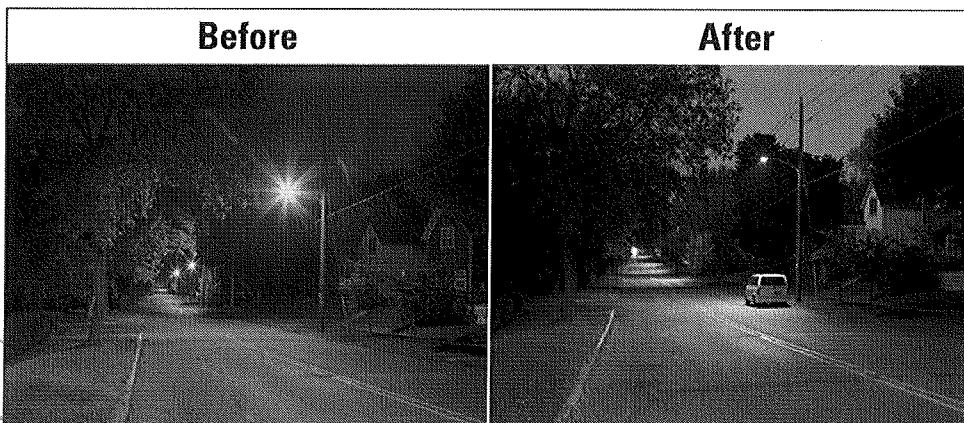
LED streetlights are durable, long-lasting and cost effective and can lead to enhanced public safety while delivering environmental advantages because they use less energy while delivering enhanced visible light. After completing pilot programs and a technical analysis of current products that meet our engineering requirements, we found mainstream LED streetlights to be of utility-grade quality and on par with the reliability standards we must maintain.

Q. Will residents notice a difference compared to the existing lights?

- A. Yes. Old residential streetlight technology such as high pressure sodium has an incredibly inefficient light pattern that causes glare and light trespass. Residential LED street lighting has a more efficient lighting pattern that reduces glare and focuses the light directly on the area to be lit (typically corners and mid-block locations).



LEDs have better, broad spectrum lighting than traditional high pressure sodium cobra head-style streetlights which spill excessive yellowish-orange light away from the street and into neighboring yards and windows. Because existing poles are not being moved, any unlit areas between poles (corners and midblock locations) are unchanged. However, due to the uniformity of the light from LEDs, the difference between lit and unlit areas is accentuated.



All of our LED lighting is also "Dark Sky" compliant which is a designation given to outdoor lighting fixtures that meet the International Dark Sky Association's requirements for reducing the waste of ambient light.

Q. What is the purpose of residential street lighting?

- A. Residential street lighting is different than downtown or highway street lighting in that it's meant to provide sufficient guidance for pedestrians and vehicle traffic along residential streets by illuminating corners and mid-block locations. In a downtown area, lighting uniformity plays an important role due to the high volume of pedestrian and vehicle traffic and to enhance the visibility of buildings and storefronts. In highway lighting, particularly near interchanges, exits or roundabouts, lighting uniformity is also important.

Q. Are the new lights as bright as the old lights?

- A. Yes. The light output (lumens) of the new LEDs is equivalent to that of the old HPSV lights.

Q. How will the program work?

- A. Our crews and contractors will install LED replacements for Xcel Energy-owned HPSV cobrahead lights on the existing streetlight rate at the 100W, 150W, 250W and 400W equivalent levels. Xcel Energy will pay all costs associated with the retrofits, including removal and salvage of old lights and installation of the new LED fixtures. There are no costs to communities for this replacement. We will also offer LEDs for new construction projects in the same sizes and a new LED rate for customer-owned streetlights.

Q. How will the new LED rate compare to current rates?

- A. Communities could save between 2 to 7 percent per light on their average monthly street light bill.

Q. What services does the LED Street Lighting rate include?

- A. Our LED Street Lighting rate is a simple modification of the current streetlight rate structure with which Wisconsin customers are familiar.

Q. Will there be an up-front charge?

- A. No. In addition to being able to offer an LED Street Lighting rate that is less than the current rate, we will be able to implement this program with no up-front charge to customers.

Q. When will the work take place?

- A. Work will take place from January-March 2016 in the Eau Claire, Chippewa Falls and Menomonie areas.

For further information we also encourage you to visit
xcelenergy.com/LEDStreetLighting.

12/11/2015 12:54 PM

Reprint Check Register - Quick Report - ALL

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ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/23/2015 From Account:
Thru: 12/13/2015 Thru Account:

Check Nbr	Check Date	Payee	Amount
XCEL	12/02/2015	XCEL ENERGY	3,866.41
72516	12/07/2015	WI SCTF	72.10
72520	11/30/2015	24-7 TELCOM	25.28
72521	11/30/2015	ANYTIME FITNESS	32.95
72522	11/30/2015	ARAMARK UNIFORM SERVICE, INC	217.08
72523	11/30/2015	BOBCAT PLUS	2,565.00
72524	11/30/2015	BREMER BANK	177,873.75
72527	11/30/2015	CARDMEMBER SERVICE	453.43
72528	11/30/2015	CBS SQUARED, INC	2,550.00
72529	11/30/2015	CHIPPEWA VALLEY TECH COLLEGE	1,345.68
72532	11/30/2015	CITY OF MENOMONIE	400.00
72533	11/30/2015	DEMCO INC	118.47
72534	11/30/2015	DYNAMITE CLOUD	360.00
72535	11/30/2015	DYNAMITETECH	25.00
72536	11/30/2015	FIRST SUPPLY LLC-EAU CLAIRE	84.93
72537	11/30/2015	GRAINGER	310.56
72538	11/30/2015	HAWKINS, INC.	2,527.70
72539	11/30/2015	HENRY SCHEIN	115.00
72540	11/30/2015	HUMANADENTAL INS CO	902.72
72541	11/30/2015	MEDICA INS.	8,087.97
72542	11/30/2015	MICHAEL MADRID	135.21
72544	11/30/2015	MICRO MARKETING LLC	285.98
72545	11/30/2015	MISSISSIPPI WELDERS SUPPLY CO.	50.50
72546	11/30/2015	QUILL CORP.	168.51
72547	11/30/2015	RACOM CORPORATION	451.25
72548	11/30/2015	RED CEDAR MEDICAL CENTER	48.00
72550	11/30/2015	SHORT ELLIOT HENDRICKSON	1,800.00
72551	11/30/2015	UNITED STATES TREASURY	351.11
72552	11/30/2015	WAL MART COMMUNITY/GEGRB	63.16
72555	11/30/2015	WEX BANK	663.77
AFLAC	11/27/2015	AFLAC	367.62
EFTPS	12/03/2015	EFTPS-FEDERAL-SS-MEDICARE	4,608.91
WIDOR	12/03/2015	WI DEPARTMENT OF REVENUE	722.77

12/11/2015 12:54 PM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/23/2015 From Account:
Thru: 12/13/2015 Thru Account:

Check Nbr	Check Date	Payee	Amount
WIETF	11/30/2015	WI DEPT OF EMPLOYEE TRUST FUNDS	4,704.41
AMAZON	11/25/2015	AMAZON.COM	831.73
CHARTER	11/30/2015	CHARTER COMMUNICATIONS	516.99
WIDCOMP	12/03/2015	WISCONSIN DEFERRED COMPENSATION	30.00
V69908DUP	4/15/2013	WI DEPT OF WORKFORCE DEV.	-520.95
WEENERGIES	12/08/2015	WE ENERGIES	109.68
WEENERGIES	12/08/2015	WE ENERGIES	335.13
Grand Total			217,657.81