

**Village of Colfax
Village Board Meeting
Monday, October 22, 2018 @ 7 p.m.
Village Hall
613 Main Street, Colfax, WI 54730**

1. Call to Order
2. Roll Call
3. Public Comments
4. Communications from the Village President
5. Consent Agenda
 - a. Minutes
 - i. Regular Board Meeting Minutes – October 8th, 2018
 - b. Training Request- Lynn Niggemann – November 1, 2018 – Security and Fraud Awareness Seminar, Eau Claire, WI
 - c. Facility Rental – Margaret Burcham – July 27, 2019 – Rental of the Beer Garden/Dance area
 - d. Licenses - none
6. Consideration Items
 - a. Employee Benefit - Insurance Quotes
 - i. *WEA Trust*
 - ii. *Healthy Solutions*
 - iii. *Midwest Select Insurance Group LLC*
 - b. T-Mobile contract
 - c. Dunn County Tax Collection Agreement
 - d. Dunn County Humane Society Agreement
 - e. Library Board Ordinance Sec. 2-4-3 – possible update
 - f. Library Board appointments
 - g. Chair Rentals
 - h. Personal Property Tax vs. Personal Property Aid information for 2019 Budget
 - i. Set Budget Public Hearing Date – Nov. 26 or Dec. 1, 2018
 - j. Board Meeting Dates – Veteran's Day/Christmas Eve.
 - k. Any 2019 Budget discussions
 - l. Budget Transfers – *if any*
7. Review/Approval – Bills – October 8th, 2018 to October 21st, 2018
8. Committee/Department Reports – (no action)
 - a. Police Report – September
 - b. Dunn County Bicycle and Pedestrian Plan Open House – November 12, 2018 4:30 p.m. to 7:00 p.m.
 - c. Administrator-Clerk-Treasurer Report
 - d. Final Population Notice
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 - Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962-3311 by 2:00 p.m. the day prior to the meeting so that any necessary arrangements can be made to accommodate each request.

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

Village Board Meeting – October 8, 2018

On October 8, 2018, the Village Board meeting began at 7:00 p.m. at the Village Hall, 613 Main St., Colfax, WI 54730. Members present: Chair Halpin, Trustees Davis, Wolff, M. Burcham and K. Burcham. Excused: Trustees Stene and Jenson. Others Present: Public Works Director Bates and Administrator-Clerk-Treasurer Niggemann. No media present.

No public comments.

Consent Agenda

Regular Board Meeting Minutes – September 24th, 2018 – A motion was made by Trustee Davis and seconded by Trustee M. Burcham to approve the minutes from the September 24th, 2018 Regular Board meeting. Voting For: Trustees K. Burcham, M. Burcham, Wolff, Davis and Halpin. Voting Against: none. Motion carried.

Licenses

Operator's License – Elizabeth Affolter- Kyle's market- October 8th, 2018 to June 30, 2019 - A motion was made by Trustee Davis and seconded by Trustee Wolff to approve the operator's license for Elizabeth Affolter for October 8th, 2018 to June 30, 2019. Voting For: Trustees Davis, Wolff, M. Burcham, K. Burcham, and Halpin. Voting Against: none. Motion carried.

Consideration Items

Municipal Building committee member appointment – A motion was made by Trustee Davis and seconded by Trustee K. Burcham to appoint M. Burcham to the Municipal Building Committee. M. Burcham accepted. Voting For: Trustees Davis, Wolff, M. Burcham, K. Burcham and Halpin. Voting Against: none. Motion carried.

Railroad Ave. (Main To Pine) - Bid Award – The Village received two bids for the Railroad Ave. project: Pember Companies - \$47,100 project cost plus base coarse cost of \$26.20/ton and sub grade cost of \$46.50/ton and Oium Asphalt Paving - \$22,825 project cost plus base cost \$22/ton and sub-grade cost of \$17/ton. Both vendors would expect to complete the project in spring 2019 with the contract pricing.

A motion was made by Trustee Davis and seconded by Trustee K. Burcham to accept the bid from Oium Asphalt Paving of \$22,825. Voting For: Trustees K. Burcham, M. Burcham, Wolff, Davis and Halpin. Voting Against none. Motion carried.

Review/Approval – Bills – September 24th, 2018 to October 7th, 2018 - A motion was made by Trustee Davis and seconded by Trustee Wolff approve the bills for September 24th, 2018 to October 7th, 2018. Voting For: Trustees Davis, Wolff, M. Burcham, K. Burcham and Halpin. Voting Against: none. Motion carried.

Adjourn – A motion was made by Trustee Wolff and seconded by Trustee Davis to adjourn the meeting at 7:18 p.m. A voice vote was taken with all trustees voting yes.

Mark Halpin, Chair

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

Meeting / Continuing Education Travel / Meeting Request Form

Name Lynn M. Niggemann Position Admin-Clerk-Treasurer
 Date October 18, 2018 Department Clerk's Office
 Estimated Costs \$10.00
 Date(s) of meeting November 1, 2018 Employee is / **not** required to attend (circle one)
 Name of Requested meeting Security and Fraud Awareness Seminar

How will this improve your ability to perform your job? Seminar will give helpful tips to help against fraud in the industry today. The speakers will inform of current types of fraud going on, advise on risks to be aware of, how to react to situations. The speakers will address multiple sides of reactions for personal, employer, employee and businesses.

What alternatives are there to attending this meeting? Educational tools, articles, etc. – less effective.

How will you share what you have learned with others? Consider weaknesses and review potential ways to avoid being at risk.

Please include any additional comments on the back of this form

Expense Estimate:	\$10.00	Requested 10/18/2018	Approved
Tuition / Registration	\$ 0.00	*Are others attending this meeting	YES / <input checked="" type="radio"/> NO
Mileage / Airfare	fuel in Village vehicle	(If yes, list names)	
Lodging	\$ 0.00		
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration YES / NO, will do online registration			
Total	fuel cost- approx. \$10.00		
Time Request:	Yes	Requested	Approved
Number of days absent:	1/2 day		
From Work Setting	1/2 day		
Vacation	none		
Paid Conference Time	yes		
Absent Without Pay (own time)	na		
Other			

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

Supervisor *Lynn Niggemann* Date 10-18-18

Security and Fraud Awareness Seminar

Don't wait! Space is limited. RSVP today - Security and Fraud Awareness Seminar - sponsored by Bremer Bank.

When: Thursday Nov 1, 2018

Registration opens with Breakfast available at 7:30 am with seminar running from 8 am to 10 am

Where: Holiday Inn South - I-94
4751 Ayres Court - Naples Room
Eau Claire, WI 54701

What: Fraud continues to be a key challenge for businesses. Join us to learn how to protect and add security to your business.

- Do you know about new developments in fraud that can impact your business?
- Have you received convincing wire transfer requests from your manager?
- Do you worry about how cash is handled in your business?
- Have you heard of trusted employees who have embezzled large sums of money over time?

Join us for micro presentations from industry experts, who will help you protect your funds in the fast moving environment of cybercrime.

Who: The agenda and the presenters:

- **System Security/Security Overview**
 - *Andy Pham*, Manager of Security Identity & Access Management, Bremer Bank

- Andy specializes in technology with focus on financial services and banking sectors, specifically in identity-based technologies and leading security strategy and innovation at Bremer.
- **Account Risk**
 - *Laura Burr*, Loss Prevention & Deposit Services Manager, Bremer Bank
 - Laura specializes in current trends in fraud, including check and wire fraud, and recovery.
 - *Ann Abraham* - CTP, Treasury Management Specialist, Bremer Bank
 - Ann specializes in products and services that help prevent bank account fraud activity.
- **Cash Risk**
 - *Erik Westeen*, Digital Deposit Strategy Specialist, Bremer Bank
 - Erik specializes in innovative technology that reduces cash handling risk and will have a virtual vault at the seminar for you to watch in action.
- **Internal Risk & Embezzlement**
 - *Marc Courey*, CPA, CFF, CFE, JD - Wipfli - See Marc's impressive bio attached
 - Marc is the Director of Risk Advisory and Forensic Services for Wipfli
 - Specializes in Forensic Investigation, Fraud Risk Mitigation, Litigation readiness and Internal Control Review
 - Past Adjunct professor of Fraud Examination at Minnesota State University of Mankato
 - *Mike Voelker*, Retired Financial Crimes Detective
 - Mike will share his experiences and explain how to report to the authorities if you are victims of fraud.
- **Managing Risk**
 - *Brian McAlpine*, Insurance Advisor
 - Brian specializes in insurance that covers crime and cyber fraud.

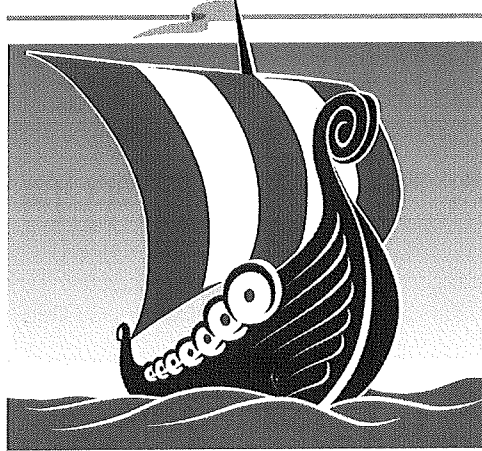
Bremer is excited to provide you valuable information in a short amount of time along with your breakfast. Please join us !!

RSVP to anyone at the bank or by calling 715-231-7944 and leaving a message by Friday Oct 26, 2018.

VILLAGE OF COLFAX

SPECIAL EVENTS PACKET

THE VILLAGE



OF COLFAX

SPECIAL EVENTS/
BEER TENT RENTAL

07.27.2015

Village of Colfax

613 Main Street, Colfax WI 54730

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

Special Event

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

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

Event Organizer's Name:	MARGARET BURCHAM
Event Organizer's Address:	809 HIGH ST. COLFAX WI 54730
Event Organizer's Phone:	(home) 715-505-1435 (work) (E-mail) MARGARETBURCHAM@VAHOO.COM

Name of Event: BURCHAM WEDDING RECEPTION		Type of Event:	
Location of Event: PARK GROUNDS - COLFAX		Date of Event: 7/27/2019	Rain date: N/A
Time of Event:	Start: 12 NOON	Finish: 12 MIDNITE	
Time on Site:	Start: 7/22/19	Finish: (include set-up and clean-up time) 7/28/19	
Total Number of Anticipated Attendees: <i>(include event organizers, staff, volunteers and spectators)</i> 300	Village of Colfax Support Staff Requested? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes REMOVE BLETHER		
	Police: <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Number:	
	Roads: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:	
	Other: (Specify) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:	

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

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

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

N/A

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

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

NONE

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

FACILITIES FACILITIES WILL BE CLEAN ON 7/28/19

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

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

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

Check all that apply:

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

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

Signature:

Margaret Burchan

Print Name:

Margaret Burchan

Affiliation with Applicant (if applicable):

Date:

9/24/18

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between the Village of Colfax, hereinafter "Promisee", and Margaret Burchan, hereinafter "Promisor", on this 27th day of July, 2019, in Colfax, WI.

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

Event Date: July 27, 2019 Event Location: Fairgrounds

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

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

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

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

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

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

Margaret Burchan
Promisor Signature

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

STATE OF WISCONSIN)
)ss.
COUNTY OF DUNN)

Promisor, Margaret Burchan came before me this 8th day of October, 2018, as the known person responsible for the event named above and the promisor is fully aware that the promisee, Village of Colfax, will be held harmless for any and all claims, actions and judgements arising from and related to the named event.

Lynn M. Niggemann
Notary Public, State of Wisconsin

My Commission Expires: 04-19-2019

Lynn Niggemann

From: Sara Corey <scorey@pyramidns.com>
Sent: Wednesday, October 3, 2018 1:46 PM
To: clerktreasurer@villageofcolfaxwi.org
Subject: T-Mobile site A1N0803G located at 103 Fifth Ave.
Attachments: A1N0803G Authorization and Merger.pdf

Liz,

Thanks again for speaking with me today regarding the T-Mobile site A1N0803G located at 103 Fifth Ave. As discussed, T-Mobile has gone through the process to identify market outliers regarding monthly rent as part of an overall initiative. Unfortunately, this site has been identified on that list. The assessment was made by comparing this site to others within the area, with similar equipment and coverage.

With this said T-Mobile is wanting to propose a 6-year rent guarantee in exchange of a rent reduction to help bring the site back into market value. The next rent payment on this site is \$1,174.30 a month with a 3% annual escalation rate. The proposed rent is \$1,000 month with an 8% per term escalation rate and a 6-year rent guarantee. I have summarized the proposal below;

- A new initial term of 5-year commencing on 4-1-19 at a monthly rent rate of \$1,000 a month
- 5 successive terms each consisting of 5-year for a final lease end date of 3-31-2049
- 8% per term escalation rate
- 6-year rent guarantee period

T-Mobile values this relationship and is hopeful the proposal is viewed as mutually beneficial. They are looking to build long lasting relationships with these sites, by including both a rent guarantee period as well as extending the lease for additional term beyond the final term end date of 2039. In addition, I have attached a letter of authorization that speaks to the pending merger between Sprint and T-Mobile and why this site is under review.

I did want to mention the next steps for this facility in the case we don't reach an agreement. T-Mobile will assess this as an existing agreement and compare that to the cost of sourcing a new agreement or supplementing a neighboring site. If either of those options come out to be more economical there is a possibility, the site could be relocated. In addition, they will be completing a detailed review of all sites in preparation of the network unification with Sprint in which a rent guarantee period could provide to be beneficial.

Please review and let me know if there are any initial questions. I have made a note regarding the meetings on the 8th and 22nd but if you could confirm the meeting date that the proposal will be reviewed, that would be helpful. Also, if a draft amendment would be helpful during this review process please let me know and I can generate for consideration.

Thanks again,

Sara Corey

Leasing Specialist

Phone: (404)-317-0556

Fax: (770) 685-1635

scorey@pyramidns.com



1765 Grassland Pkwy, Ste A, Alpharetta, GA 30004



NATIONAL DEVELOPMENT

c/o Pyramid Network Services, LLC

1765 Grassland Parkway, Suite A, Alpharetta, GA 30004



October 3, 2018

Village of Colfax
103 Fifth Ave.
Colfax, WI 54730
T-Mobile Site A1N0803G

RE: Pyramid Authorization to Negotiate Leases on Behalf of T-Mobile

Dear Landlord:

You may be aware of the recent public announcement of a potential T-Mobile/Sprint merger. In anticipation that such merger may occur in 2019, subject to clearing regulatory reviews, T-Mobile is taking steps to plan for possible transitions, including an extensive review of its current lease portfolio.

As part of this portfolio review, T-Mobile has enlisted the help of Pyramid Network Services, LLC to undertake a deep analysis of each site in T-Mobile's network to determine how each site supports its anticipated future customer base. While we cannot predict or speculate what the new T-Mobile network may look like, we are taking steps to reduce costs and improve coverage at each of our existing locations to help achieve T-Mobile's national strategy of providing the fastest telecommunications network in the U.S.

Toward these ends, Pyramid, a T-Mobile authorized contractor, will be contacting you on behalf of T-Mobile and its affiliates, to discuss your agreement(s), and present new rent and term options for you to consider. We anticipate that any changes will benefit the long-term objectives of both parties.

Thank you in advance for your cooperation and responsiveness to Pyramid's upcoming correspondence. Should there be any questions, you may contact Project Manager, Justin Corey at Pyramid directly at (404) 840-9512. We appreciate your partnership and value the opportunity to continue our business relationship with you.

Sincerely,

Cheryl Downs
Director
T-Mobile National Development

Kenneth MacMaster
Director
Pyramid Network Services, LLC



Doris Meyer
Dunn County Treasurer

800 Wilson Avenue, Room 150 • Menomonie, WI 54751 • (715) 232-3789

October 8th, 2018

Lynn Niggemann, Treasurer
Village of Colfax
PO Box 417
Colfax, WI 54730

Dear Lynn,

Enclosed is the agreement to have the Dunn County Treasurer's Office collect the first installment of real estate and personal property taxes for the Village of Colfax.

If you and your Village Board wish to continue to have Dunn County collect taxes for you, please obtain signatures of the Village Officials on page five and return the agreement to me. I will obtain signatures of County Officials and return a copy to you for your records.

Please call if you have any questions.

Sincerely,

Doris Meyer

Doris Meyer
Dunn County Treasurer

enc

51400-600

App. \$30 increase

1386.90

AGREEMENT

THIS AGREEMENT, by and between the Village of Colfax (Village) and Dunn County (County), as follows:

WHEREAS, pursuant to Wis. Stats. s. 66.0301, Intergovernmental Cooperation, the Village has agreed to contract with the County as its agent, and the County has agreed to act as such agent, for processing the collection of first and full payments of real and personal property taxes, special assessments, special charges, and delinquent utilities, the parties hereto agree as follows:

WITNESSETH:

A. AGENCY RELATIONSHIP CREATED.

The Village shall act as principal under this Agreement and the County shall be its agent, acting in a fiduciary capacity for the Village, in the billing and collection of general property taxes, special assessments and special charges. In carrying out its duties under this Agreement, the County shall be vested with all powers, and shall be subject to all responsibilities, duties and obligations conferred and imposed upon the Village by Wis. Stats. Chapters 70, 74 and 75.

B. TAX BILL PREPARATION.

1. The Village shall promptly provide the County with the complete, current year assessment roll, appropriate mill rate information, special assessments and other special charges, identified by parcel number, and all other information necessary for the preparation of tax bills and the tax roll.

2. On or before the 17th day of December, the County shall prepare the tax bills for the Village in accordance with law. The tax bills shall specify the first installment payment date to be on or before the following January 31, at which time one-half of the real property taxes, personal property taxes as prescribed in Wis. Stats. s. 74.11, the full amount of the billed special assessments and the full amount of the billed special charges and delinquent utilities will be due.
3. The County shall use mailers or provide tax bill envelopes and mail the tax bills therein, within ten (10) working days after receiving mill rates, special assessments, special charges and delinquent utilities from the Village. The Village agrees to pay the County by January 31st of each year two dollars and thirty cents (\$2.30) for each tax bill prepared for real and personal property. The County shall also include in the mailing information required to be provided by the Village such as tax payment directions.

C. SETTLEMENT PROCEDURES.

1. The County agrees to collect real and personal property taxes, special assessments, special charges and delinquent utilities and to remit these collections to the Village on a weekly basis as follows: Collections through each Wednesday will be deposited to the bank on or before Thursday and will be credited to the Village account on Friday morning of each week.
2. On or before January 15 and February 20, the Village shall settle with all taxing jurisdictions as provided in Wis. Stats. ss. 74.23 and 74.25.

D. GENERAL PROVISIONS.

1. The County agrees to provide adequate staffing during the tax collection periods to effectively handle the volume of taxpayers making payments.
2. The County agrees to pay the Village an amount equal to all special charges and special assessments levied by the Village and appearing on the tax roll for that year except that unpaid special charges and/or special assessments shall only be settled in an amount not to exceed \$7,500 per individual parcel.
3. The Village agrees to collect delinquent personal property taxes as prescribed in Wis. Stats. s. 74.11 (b), subject to charge back provisions of Wis. Stats. s. 74.42.
4. This Agreement shall be for a period of one (1) year beginning November 1, 2018 through October 31, 2019.
5. The Village shall authorize any corrections to the tax roll.
6. The Village agrees that this Agreement will be only for a two (2) installment plan, not a three (3) part property tax collection plan.
7. The Village agrees to indemnify, save and hold harmless the County, its officers, agents and employees, from and against all losses, damages, costs, charges, expenses (including attorneys fees), causes of action, suits, claims (including claims under any workers compensation or occupational disease law), demands, judgments and liabilities arising under this Agreement, which is not due to the negligence or other fault of the County.

E. COLLECTION PROCEDURES.

1. The Village agrees to place at least three (3) announcements in the local newspaper, two in December and one (1) in January of each year, informing Village taxpayers

that first installment payments and full tax payments will be collected by the County.

2. The County shall collect, in the manner provided by law, all payments of real property taxes, special charges, special assessments, delinquent utilities and personal property taxes as agent for the Village. The County is responsible for these payments and is bonded in sufficient amount to cover the amount of such payments.
3. Payments received at the Village Hall on or before December 31st and January 31st of each year, shall be certified as timely by the Village and shall be transmitted to the County on the following work day.
4. The Village shall accept advance payments of taxes pursuant to Wis. Stats. s. 74.13.
6. General tax and payment information shall be available only from the County Treasurer's Office.
7. Notices required or deemed advisable under the terms and conditions of this Agreement shall be addressed in writing and delivered personally or via certified mail, return receipt requested, upon the following representatives of the parties hereto:

Upon the County: Julie A. Wathke
County Clerk
Dunn County Government Center
800 Wilson Avenue
Menomonie, WI 54751

Upon the Village: Lynn Niggemann, Village Clerk/Treasurer
PO Box 417
Colfax, WI 54730

F. **SUBSEQUENT CHANGES IN STATE LAW**

If changes in state statutes occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate said Agreement.

The parties hereto, having read and understood the entirety of this Agreement, consisting of five (5) typewritten pages, hereby affix their duly authorized signatures.

DUNN COUNTY

By: _____ Date: _____
Julie A. Wathke
County Clerk

_____ Date: _____
Doris Meyer
County Treasurer

_____ Date: _____
David Bartlett
County Board Chairman

_____ Date: _____
Paul R. Miller
County Manager

VILLAGE OF COLFAX

By: _____ Date _____
Lynn Niggemann
Village Clerk/Treasurer

_____ Date _____
Gary Stene
Village President



Dunn County Humane Society

♥ *promoting the humane treatment of animals* ♥

302 Brickyard Road, Menomonie, WI 54751

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

Executive Director
Josh Dalton

September 28, 2018

Kennel Manager
Jamie Wagner

To the Board of the Village of Colfax:

**Volunteer & Education
Coordinator**
Lisa Drenckhahn

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

Board of Directors

Jon Kroening
President

Kimberly L.S. Novotney
Vice-President

Stephanie Kazmarek
Treasurer

Prudy Shay
Secretary

Nancy Dimberio

Vicki Cole

Michele Register

Marsha Biggs

Kristin Rubenzer

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

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

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

Sincerely,

Joshua F. Dalton
Executive Director

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



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

Township/Village/City Municipality Contract

Agreement

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

Witnesseth

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

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

I. Responsibilities of the Dunn County Humane Society Inc.

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

First: Manage and Operate an Animal Shelter

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

License fee \$5; \$8

II. Responsibilities of the Municipality

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

First: Supply all Licenses

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

Second: Animal Control and Rescue of Animals

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

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

Third: Issuance of Fines

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

Fourth: Method of Payment, How Computed

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

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

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

Estimated 2019 cost to the municipality:

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

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

Estimated 2020 cost to the municipality:

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

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

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

Lynn Niggemann

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

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

2017

8 - cats

4 - dogs

12 - total

1/1 to 9/30/2018

4 - cats

2 - dogs

6 - total

Please let me know if more information is needed.

Thanks,

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

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

| Josh~

2018-04 ORDINANCE AMENDMENT – SEC. 2-4-3

AN ORDINANCE REGARDING THE ORGANIZATION OF THE LIBRARY BOARD.

The Village Board of the Village of Colfax, Wisconsin, do ordain as follows:

SECTION 1. Section 2-4-3 of the Code of Ordinances of the Village of Colfax, Wisconsin, is hereby retracted and repealed as follows:

Sec 2-4-3 LIBRARY BOARD

(a) Organization Terms.

(1) There is hereby created, pursuant to Chapter 43 of the Wisconsin Statutes, a municipal Library Board for the village consisting of seven (7) members. Membership shall consist of one (1) Village Trustee and Village of Colfax residents appointed by the Village President, subject to confirmation by the Village Board. Pursuant to Wis. Stats. 43.54 (1), up to two (2) members may be residents of other municipalities. Members shall consist of one (1) Village Trustee and citizens of the Village, one (1) school district administrator or the administrator's designee, up to two (2) members that may be residents of towns adjacent to the Village and up to two (2) County appointed board members; per Wis. Stats. 43.60(3).

SECTION 2. This ordinance shall take effect upon passage and publication as required by law.

Adopted: 10/22/2018

Published: 10/31/2018

Village President

Village Clerk

Village of Colfax
Gary Stene, Village President

Library Board Appointments
Three Year Terms

Term Expiration	Representation	Name	Began	President
5/1/2019	Village Board	Mark Halpin	Apr 2013	
5/1/2019	School District	Lori Halpin	May 2014	
5/1/2020	Village Resident	Nancy Baumgartner	Apr 2015	
5/1/2020	Township	Krista Ottinger (Library Board President)	Jan 2016	Dec 2017
5/1/2020	County Board	Gary Stene	May 2016	
5/1/2021	Township	Eve Suckow	Oct 2017	
5/1/2021	Village Resident	Olivia Landon	oct 2017	

Reference: Village Ordinance Sec. 2-4-3, amendment 2018-04, effective 10/31/2018

Village Chairs

Consider renting the chairs for events:

Hudson - \$2.50/chair

Menomonie \$1.00/chair/day

A-1 Rental - White chairs \$1.45/chair
Other colors \$0.95/chair

Suggestion: Rental fee is \$1.00/chair or a set amount for the chairs, \$100 or \$150.

Personal Property Tax vs. Personal Property Aid Analysis

	2017		2018		2019		PP-Value w/o TID	Village only Tax rate	Village share tax	PP-value with TID	Village TID share tax	Total Village Tax Rec'd		
	Payable 2018	Tax rate	Total Tax											
Machinery, Tools and patterns	754,300	0.026161498	19,733.62											
Furniture, fixtures and equipment	501,500	0.026161498	13,119.99											
All other personal property not exempt	137,400	0.026161498	3,594.59											
Total personal property not exempt	1,393,200	0.026161498	36,448.20											
State Assessed Personal Property	319,800	0.026161498	8,366.45											
	<u>1,713,000</u>		<u>44,814.65</u>						756,900	0.010961259	8,296.58	956,100	25,013.01	<u>33,309.59</u>

	2018		2019		2020		PP-Value w/o TID	Village only Tax rate	Village share tax	PP-value with TID	Village TID share tax	Total Village Tax Rec'd		
	Payable 2018	Tax rate	Total Tax											
Machinery, Tools and patterns	0	0.026161498	0.00											
Furniture, fixtures and equipment	587,600	0.026161498	15,372.50											
All other personal property not exempt	100,300	0.026161498	2,624.00											
Total personal property not exempt	687,900	0.026161498	17,996.49											
State Assessed Personal Property	248,000	0.026161498	6,488.05											
Plus Personal Property Aid 2019	935,900		24,484.55						520,200	0.010961259	5,702.05	415,700	10,875.33	16,577.38
												7,603.97		<u>24,181.35</u>

Difference-2017/2018 PP Tax and 2019 PP Tax (w/o Machinery) plus PP Aid												9,128.23		Decreased Revenue
---	--	--	--	--	--	--	--	--	--	--	--	----------	--	-------------------

November 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2 Nov. 12 Agenda to Messenger	3
4	5 Process Payroll	6 Process Payroll	7 Agenda Published in Messenger	8 Oct. 22 Minutes deadline	9 Post Agenda & Packet	10
11 Veterans Day	12 Veterans Day Observed	13 Board Meeting Date Change	14	15	16 Nov. 26 Agenda to Messenger	17
18	19 Process Payroll	20 Nov. 13 Minutes deadline Process Payroll	21 Agenda & Packet Complete/ Messenger	22 Thanksgiving Day/Library Closed	23 Day after Thanksgiving/ Library Closed	24 Library Closed
25	26 Board Meeting	27	28	29	30 Dec. 12 Agenda to Messenger	

December 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Process Payroll	4 Process Payroll	5 Agenda Published in Messenger	6	7	8
9	10 <u>Board Meeting</u>	11	12	13	14 Dec. 26 Agenda to Messenger???	15
16	17 Process Payroll	18 Process Payroll	19 Agenda Published in Messenger???	20	21	22
23	24 Board Meeting Change of Cancel Library Closed	25 Library Closed Christmas	26 Process Payroll- Need Timesheets 8 am.	27	28	29
30	31 Process Payroll					

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 10/08/2018 From Account:
Thru: 10/21/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
75074	10/09/2018	COMPUTER INTEGRATION TECHNOLOGIES	15,000.00
75074	10/09/2018	COMPUTER INTEGRATION TECHNOLOGIES	-15,000.00
75075	10/09/2018	DNR	50.00
75076	10/09/2018	WASTEWATER TRAINING SOLUTIONS	370.00
75077	10/09/2018	COMPUTER INTEGRATION TECHNOLOGIES	11,957.75
75078	10/15/2018	ALL SEASON TIRE PROS	33.03
75079	10/15/2018	BOUND TREE MEDICAL, LLC	913.45
75080	10/15/2018	CARLTON DEWITT	808.73
75081	10/15/2018	CBS SQUARED, INC	987.62
75082	10/15/2018	CHARTER COMMUNICATIONS	244.34
75083	10/15/2018	CLEAR VIEW AUTO GLASS INC	300.00
75084	10/15/2018	COMMERCIAL TESTING LAB	349.50
75085	10/15/2018	CREATIVE PRODUCT SOURCE INC	220.12
75086	10/15/2018	DNR	45.00
75087	10/15/2018	DNR	45.00
75088	10/15/2018	DUNN COUNTY HUMANE SOCIETY	479.88
75089	10/15/2018	DUNN COUNTY RECYCLING	1,447.55
75090	10/15/2018	DUNN COUNTY TREASURER	130.15
75091	10/15/2018	DUNN ENERGY COOPERATIVE	96.00
75092	10/15/2018	E.O. JOHNSON	42.65
75093	10/15/2018	EXPRESS MART	845.01
75094	10/15/2018	FFA ALUMNI	150.00
75095	10/15/2018	GEORGE ENTZMINGER	100.00
75096	10/15/2018	HAWKINS, INC.	1,000.50
75097	10/15/2018	HENRY SCHEIN	639.72
75098	10/15/2018	HERB SAKALAUCKS	14.99
75099	10/15/2018	HUEBSCH	71.96
75100	10/15/2018	INDIANHEAD FEDERATED LIBRARY SYSTEM	130.00
75101	10/15/2018	INDIANHEAD TRUCK EQUIPMENT/NAPA	969.69
75102	10/15/2018	JEFFERSON FIRE & SAFETY	65.00
75103	10/15/2018	JERRYS TRANSMISSION SERVICE, INC	7,047.19
75104	10/15/2018	KYLES MARKET	7.50
75105	10/15/2018	MCCARTHY WELL COMPANY	720.00

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 10/08/2018 From Account:
Thru: 10/21/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
75106	10/15/2018	MEDORA CORPORATION	1,699.08
75107	10/15/2018	MICHAEL FREDERICK	24.00
75108	10/15/2018	MICRO MARKETING LLC	93.84
75109	10/15/2018	MIDAMERICA BOOKS	377.29
75110	10/15/2018	MISSISSIPPI WELDERS SUPPLY CO.	53.55
75111	10/15/2018	ONE SOURCE IMAGING	759.70
75112	10/15/2018	PUBLIC SERVICE COMMISSION OF WI	276.65
75113	10/15/2018	QUILL CORP.	118.90
75114	10/15/2018	SHRED AWAY	25.00
75115	10/15/2018	SMART APPLE MEDIA	409.27
75116	10/15/2018	SYNERGY COOPERATIVE	1,208.23
75117	10/15/2018	THE PLUMBER	473.92
75118	10/15/2018	USA TODAY	339.00
75119	10/15/2018	VETERANS ADMINISTRATION	346.72
75120	10/15/2018	VIKING DISPOSAL, INC	154.00
75121	10/15/2018	VILLAGE OF COLFAX	613.08
75122	10/15/2018	WATER CARE SERVICES	31.50
75123	10/15/2018	WEA INSURANCE TRUST	11,045.98
75124	10/15/2018	WI DEPARTMENT OF REVENUE	154.97
EFTPS	10/18/2018	EFTPS-FEDERAL-SS-MEDICARE	4,988.75
WIDOR	10/18/2018	WI DEPARTMENT OF REVENUE	921.64
BREMER	10/10/2018	CARDMEMBER SERVICE	1,405.93
WIDCOMP	10/18/2018	WISCONSIN DEFERRED COMPENSATION	155.00
WEENERGIES	10/10/2018	WE ENERGIES	13.22
WEENERGIES	10/10/2018	WE ENERGIES	18.98
Grand Total			55,990.53

WILLIAM J. ANDERSON
CHIEF OF POLICE

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

COLFAX POLICE DEPARTMENT

PO BOX 417, 613 MAIN ST.

COLFAX, WI 54730

SEPTEMBER 2018 MONTHLY POLICE REPORT

CALLS FOR SERVICE: 69

TRAFFIC STOPS: 33

- ASSIST OTHER AGENCY: 1
 - Domestic in county
- DISORDERLY: 1
 - Dating relationship argument
- ASSIST AMBULANCE: 1
- 911 MISDIAL/HANGUP: 3
- THEFT: 2
 - Toolbox and Tackle box
 - Retail theft- arrested
- SUSPICION: 3
 - Late night vehicle at business
 - 2 unknown males stopping at a house
 - Male knocking on doors
- DAMAGE TO PROPERTY: 2
 - Fence damaged
 - Window broken
- PROPERTY WATCH: 2

- PUBLIC RELATIONS: 1
 - Safe ride home

- ANIMAL COMPLAINT: 3
 - Possible animal abuse
 - Dog at large
 - Stray dog found

- CIVIL: 6
 - Child Custody
 - Background check
 - Landlord / tenant problems
 - Possible squatter
 - Property exchange x 2

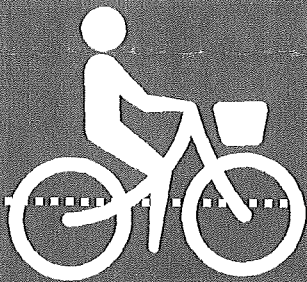
- JUVENILE: 7
 - School issues x 2
 - Sexual Assault
 - Emergency detention
 - Suicidal
 - Harassment
 - Damage to property

- WELFARE CHECK: 3
 - Elderly male x 2
 - Can't get hold of babysitter

- PUBLIC HEALTH: 1
 - Fallen debris

DUNN COUNTY

bicycle and pedestrian plan



OPEN HOUSE #2

- **This Open House is an opportunity for you to:**
 - **LEARN** about the Draft County Bicycle and Pedestrian Plan and the West Central Wisconsin Bicycle Routes Network Plan!
 - **SHARE** Your Comments and Feedback!

Date:

Monday, November 12th

Time:

4:30 PM to 7:00 PM
Short Presentation at 5:00 PM

Where:

Community Services Building
Room 54 (Lower Level)
3001 U.S. Hwy 12 E.,
Menomonie, WI

Contact:

Please Contact Ann Schell,
Senior Transportation Planner
(aschell@wcvrpc.org) or
Megan Olson, Associate Planner
(molson@wcvrpc.org) at the
West Central Wisconsin Regional
Planning Commission
(715-836-2918) with any questions.



Learn more by visiting the project website
at 3countybikeandped.wordpress.com
or scanning the QR code to the right.



Administrator-Clerk-Treasurer
October 18, 2018

November Election – November 6th, 2018. Voter turnout is expected to be very good. We have had a large number of new voters register.

Health Insurance - I have been very busy getting health insurance numbers for comparison. All the health questionnaires have been submitted to the carrier and hope to have an underwriting response soon.

Budget – My goal is to have all the data entered for review on October 29, 2018, Audit and Finance Committee meeting. We will still be waiting for some numbers to assist in our tax levy number for 2019.

Patches on High St and River St are expected to be completed next week.

Land boundaries - I have spent a lot of time this week on clarifying some Village boundaries with Xcel Energy and Dunn County.



Demographic Services Center
P.O. Box 8944
Madison, WI 53708-8944

October 10, 2018

000464
LYNN NIGGEMANN
CLERK, VILLAGE OF COLFAX
PO BOX 417
COLFAX WI 54730-0417

FINAL ESTIMATE OF JANUARY 1, 2018 POPULATION

Dear Municipal Clerk:

The final estimate of the January 1, 2018 population for the Village of Colfax in Dunn County is 1,121.

Approximately 858 of the estimated population for the Village of Colfax are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the 2010 Census proportion of persons age 18 and over to the final January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.