

**Village of Colfax
Village Board Meeting
Monday, November 26, 2018 @ 7 p.m.
Village Hall
613 Main Street, Colfax, WI 54730**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the Village President
6. Consent Agenda
 - a. Minutes
 - i. Regular Board Meeting Minutes – November 14th, 2018
 - b. Training Request- none
 - c. Facility Rental – none
 - d. Licenses – Operator’s License November 26th, 2018 to June 30th, 2019 - Jenna Storing – The Blind Tiger
7. Consideration Items
 - a. Timber Technology Inc. update
 - b. Dunn County Humane Society Agreement
 - c. Debt Projections/Borrowing Capacity Discussions - Ehlers
 - d. T-Mobile Contract
 - e. 2019 Budget discussions – Health Insurance
 - f. Budget Transfers – *if any*
8. Review/Approval – Bills – November 14th, 2018 to November 25th, 2018
9. Committee/Department Reports – (no action)
 - a. Police Report- October
 - b. Administrator-Clerk-Treasurer Report
10. Adjourn

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

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

Village of Colfax

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

Application for License to Serve Fermented Malt Beverages and Intoxicating Liquors

Provisional License New License Renewal License Fee: \$10.00 each application
Receipt: pd cash 11-7-18

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 20 19, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

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

NAME JENNA RAE STORING
FIRST NAME MIDDLE NAME LAST NAME
Telephone Number 7153086943 Email Address JENNASTORING@yahoo.com
Current Address N6902 950th STREET 54739 19
(Street) (City) (Zip Code) (yrs. at address)
Previous Address _____ (Street) (City) (Zip Code)
Date of Birth 12/21/1998 Age 19
Place of Employment BLIND TIGER

POLICE DEPT APPLICABLE OFFENSE CRITERIA

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

Recommendation Approve Deny [Signature] 11/08/18
(Chief of Police or designated staff Signature) (Date)

STATE OF WISCONSIN/ DUNN COUNTY

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

X [Signature]
Signature of Applicant

Subscribed and sworn before me this 7 day of November 20 18.

[Signature] 7-17-22
(Signature of Notary Public) (Commission Expires)

Date Received: 11-7-18 Date to the Board: _____ Approved or Denied

CERTIFICATE OF COMPLETION

No. 52024:21362646

THIS CERTIFIES THE FOLLOWING PERSON HAS COMPLETED THE WISCONSIN SELLER SERVER ONLINE COURSE

SellerServer.com
4201 FM 1960 WEST, STE. 100
HOUSTON, TX 77068
(866) 378-1587

Date Of Birth: 12/21/1998
Completion Date: 04/09/2018

JENNA STORING
N6962 950TH STREET
ELK MOUND, WI 54739

THIS COURSE MEETS ALL REQUIREMENTS FOR STATUTES 125.04, 125.17, AND 194.66.
I CERTIFY UNDER PENALTY OF PERJURY THAT, TO THE BEST OF MY KNOWLEDGE, THE FOREGOING IS TRUE AND CORRECT. (PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE OR BOTH)

By: 

(Authorized Signature of SellerServer.com)

SellerServer.com is approved by the Wisconsin Department of Revenue and fully complies with statutes 125.04 and 125.17. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license. Only original certificates are accepted by regulatory agencies

OFFICIAL COPY

Dear JENNA STORING,
You have successfully completed the SellerServer.com training course.
Course Description: Wisconsin Seller Server Online Course
Here is some important data for your records.

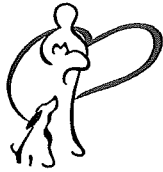
Date Of Birth: 12/21/1998
Completion Date: 04/09/2018

SellerServer.com
4201 FM 1960 WEST, STE. 100
HOUSTON, TX 77068
(866) 378-1587

STUDENT COPY

This document is printed on security paper. UNOFFICIAL COPY appears when photocopied.

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Dunn County Humane Society

♥ promoting the humane treatment of animals ♥

302 Brickyard Road, Menomonie, WI 54751

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

Executive Director
Josh Dalton

September 28, 2018

Kennel Manager
Jamie Wagner

To the Board of the Village of Colfax:

**Volunteer & Education
Coordinator**
Lisa Drenckhahn

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

Board of Directors

Jon Kroening
President

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

Kimberly L.S. Novotney
Vice-President

Stephanie Kazmarek
Treasurer

Prudy Shay
Secretary

Nancy Dimberio

Vicki Cole

Michele Register

Marsha Biggs

Kristin Rubenzer

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

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

Sincerely,

Joshua F. Dalton
Executive Director

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



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

Township/Village/City Municipality Contract

Agreement

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

Witnesseth

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

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

I. Responsibilities of the Dunn County Humane Society Inc.

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

First: Manage and Operate an Animal Shelter

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

II. Responsibilities of the Municipality

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

First: Supply all Licenses

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

Second: Animal Control and Rescue of Animals

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

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

Third: Issuance of Fines

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

Fourth: Method of Payment, How Computed

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

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

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

Estimated 2019 cost to the municipality:

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

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

Estimated 2020 cost to the municipality:

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

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

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

III. Contract Length

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

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

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

Village of Colfax Representative

Date

John Falata

Executive Director, Dunn County Humane Society

9/28/18

Date

Lynn Niggemann

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

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

2017

8 - cats

4 - dogs

12 - total

1/1 to 9/30/2018

4 - cats

2 - dogs

6 - total

Please let me know if more information is needed.

Thanks,

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

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

| Josh~

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

* What is the cost to relocate?

* Potential location?



1765 Grassland Pkwy, Ste A, Alpharetta, GA 30004

T-Mobile

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,

A handwritten signature in cursive script that reads "Cheryl Downs".

Cheryl Downs
Director
T-Mobile National Development

A handwritten signature in cursive script that reads "Ken MacMaster".

Kenneth MacMaster
Director
Pyramid Network Services, LLC

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/14/2018 From Account:
Thru: 11/25/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
2062	11/15/2018	CARLTON DEWITT	-307.32
70187	11/15/2018	SHORT ELLIOT HENDRICKSON	-1,454.99
70187	11/15/2018	SHORT ELLIOT HENDRICKSON	1,454.99
70597	11/15/2018	CARLTON DEWITT	307.32
75161	11/15/2018	ARROW INTERNATIONAL, INC	677.50
75162	11/15/2018	BOUND TREE MEDICAL, LLC	150.37
75163	11/15/2018	CAREY DAVIS	126.00
75164	11/15/2018	CARLTON DEWITT	170.50
75165	11/15/2018	CBS SQUARED, INC	738.46
75166	11/15/2018	CHARTER COMMUNICATIONS	243.76
75167	11/15/2018	CHIPPEWA FIRE DISTRICT	195.80
75168	11/15/2018	CHIPPEWA VALLEY DOOR COMPANY LLC	130.00
75169	11/15/2018	CITY OF EAU CLAIRE FIRE & RESC	216.74
75170	11/15/2018	COMMAND CENTRAL	570.00
75171	11/15/2018	COMMERCIAL TESTING LAB	706.00
75172	11/15/2018	DIANE HODGSON	140.00
75173	11/15/2018	DONS SWEEPER SERVICE/DON LOGSLETT	2,150.00
75174	11/15/2018	DUNN COUNTY CLERK	97.50
75175	11/15/2018	DUNN ENERGY COOPERATIVE	97.00
75176	11/15/2018	EMERGENCY COMMUNICATION SYSTEMS INC	375.00
75177	11/15/2018	EXPRESS MART	667.59
75178	11/15/2018	GEORGE ENTZMINGER	100.00
75179	11/15/2018	GRAINGER	96.21
75180	11/15/2018	HAWKINS, INC.	1,103.70
75181	11/15/2018	HENRY SCHEIN	177.11
75182	11/15/2018	HILL TRUCKING	646.85
75183	11/15/2018	HUEBSCH	84.50
75184	11/15/2018	JOYCE BATES	133.38
75185	11/15/2018	KATHERINE RIEDER	126.00
75186	11/15/2018	KATHLEEN HALPIN	22.00
75187	11/15/2018	KATHY DUNBAR	16.00
75188	11/15/2018	LISA BRAGG-HURLBURT	150.42
75189	11/15/2018	MAYO CLINIC	57.00

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/14/2018 From Account:
Thru: 11/25/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
75190	11/15/2018	PAAW-PROFESSIONAL AMBULANCE ASSOC. OF WI	400.00
75191	11/15/2018	RUTH HILL	134.00
75192	11/15/2018	RYAN BAUER	88.77
75193	11/15/2018	SYNERGY COOPERATIVE	1,084.52
75194	11/15/2018	VIKING DISPOSAL, INC	120.00
75195	11/15/2018	WATER CARE SERVICES	31.50
75196	11/15/2018	WEA INSURANCE TRUST	13,638.40
75197	11/15/2018	TOWN OF COLFAX	100.00
75198	11/15/2018	EFTPS-FEDERAL-SS-MEDICARE	5,717.31
75198	11/19/2018	KRISTEN HIITOLA	75.00
EFTPS	11/15/2018	EFTPS-FEDERAL-SS-MEDICARE	5,717.31
WIDOR	11/15/2018	WI DEPARTMENT OF REVENUE	2,127.62
AMAZON	11/19/2018	AMAZON.COM	765.73
WIDCOMP	11/15/2018	WISCONSIN DEFERRED COMPENSATION	165.00
VERIWIRE	11/16/2018	VERIZON WIRELESS	379.53
		Grand Total	40,710.08

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

OCTOBER 2018 MONTHLY POLICE REPORT

CALLS FOR SERVICE: 67

TRAFFIC STOPS: 26

- ASSIST OTHER AGENCY: 3
 - Suicidal subject
 - Back up on traffic stop
 - Car accident

- DISORDERLY: 1
 - Belligerent subject outside of tavern- arrested

- ASSIST AMBULANCE: 2

- 911 MISDIAL/HANGUP: 4

- THEFT: 1
 - Cash stolen

- SUSPICION: 1
 - Late night suspicious vehicle

- DAMAGE TO PROPERTY: 1
 - Mailboxes damaged

- TRAFFIC COMPLAINT: 4
 - Erratic driving
 - Trailer on road
 - Illegally parked semi
 - Illegally parked trailer

- ASSIST PUBLIC: 4
 - 3 Keys locked in vehicles
 - Concern of street light out
- ANIMAL COMPLAINT: 3
 - Neglected dog
 - Dog at large
 - Dog not on leash
- LOST / FOUND: 3
 - 2 wallets found
 - Found bicycle
- JUVENILE: 4
 - Possession of THC
 - Sexual Assault
 - Runaway
 - Disorderly
- WELFARE CHECK: 4
 - Unresponsive female
 - Suicidal females x 2
 - Female with psychiatric issues
- PAPER SERVICE: 1
 - Eviction
- OPEN DOOR: 1
 - Old Colfax health and rehab
- WARRANT: 1
 - Minnesota warrant- taken to jail
- PROBATION VIOLATION: 2
 - Both taken to jail
- ALARM: 1
 - Bank Alarm

**Administrator-Clerk-Treasurer
November 21, 2018**

2019 Elections:

February 19, 2019 – Spring Primary
April 2, 2019 – Spring Election

2020 Elections:

February 18, 2020 – Spring Primary
April 7, 2020 – Spring Election & Presidential Preference Primary
August 11, 2020 – Partisan Primary
November 3, 2020 – General Election

Important Dates:

December 3, 2018 – Nomination papers for Trustee and Village President can be taken out for the Spring Election.

December 21, 2018 – Notification of Noncandidacy deadline by 5 pm.

January 2, 2019 – Nomination papers due back to the Clerk's office by 5 pm.

Offices up for reelection:

Village President – Gary Stene
Trustee – Keith Burcham
Trustee – David Wolff
Trustee – Anne Jenson

My analysis on the Health Insurance – See attached charts.