

**Village of Colfax  
Village Board Meeting  
Monday, January 28, 2019 @ 7 p.m.  
Village Hall  
613 Main Street, Colfax, WI 54730**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the Village President
6. Consent Agenda
  - a. Minutes
    - i. Regular Board Meeting Minutes – January 14<sup>th</sup>, 2019
  - b. Training Request
    - i. Rand Bates – Advanced Safety Refresher Training – February 12, 2019
  - c. Facility Rental – Auditorium at Village Hall – Bared Feet Co. – February 16, 2019 Dance Performance – Request to have the fee waived
  - d. Licenses
    - i. Operator's License – Brett Foyt – Kyle's Market - January 28, 2019 to June 30, 2019
7. Consideration Items
  - a. The OCD Foundation - Request for Donation
  - b. Dunn County Highway Department – 2019 Pavement Surface Evaluation and Rating Agreement
  - c. HydroCorp Agreement for Industrial, Institutional, Commercial, Misc. Water Users and Multifamily Housing - March 1, 2019- March 1, 2021 – Cross Connection Control/Backflow Prevention
  - d. HydroCorp Agreement for Residential - March 1, 2019- March 1, 2021 – Cross Connection Control/Backflow Prevention
  - e. Bauman Associates- Engagement Letter for 2018 Financial Statements -Tax Increment Districts
  - f. Bauman Associates– Engagement Letter for the 2018 Financial Statements – Village of Colfax
8. Review/Approval – Bills –January 14<sup>th</sup>, 2019 to January 27<sup>th</sup>, 2019
9. Committee/Department Reports – (no action)
  - a. Village Hall Elevator Donation Request letter for review
  - b. HealthCare Helpful Tips from TRICOR Insurance
  - c. Administrator-Clerk-Treasurer
10. Adjourn

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

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

## Meeting / Continuing Education Travel / Meeting Request Form

Name Rand Bates Position Director of Public Works  
 Date 1/25/2019 Department Public Works  
 Estimated Costs 80.00  
 Date(s) of meeting 2/12/2019 Employee  / not required to attend (circle one)

Name of Requested meeting:

How will this improve your ability to perform your job? Required annual refresher training – Advanced Safety Technology. Bloodborne Pathogens and Multiple Public Works topics.

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

How will you share what you have learned with others? All are required to attend. By using hands on exercises employees are reminded of proper techniques.

Please include any additional comments on the back of this form

Expense Estimate:	Requested 1/25/19	Approved
Tuition / Registration \$ 80.00	*Are others attending this meeting names are listed above (If yes, list names) Not to this location	
Mileage / Airfare		
Lodging		
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration		
Total \$80.00		
Time Request:	Requested	Approved
Number of days absent: 1 day		
From Work Setting 1 day		
Vacation na		
Paid Conference Time 1 day		
Absent Without Pay (own time) na		
Other		

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

Lynn Niggemann  
Supervisor

1/25/19  
Date

## Lynn Niggemann

---

**From:** Mary Matarrese <mmatarrese.astinc@yahoo.com>  
**Sent:** Friday, January 25, 2019 1:40 PM  
**To:** Lynn Niggemann  
**Subject:** Re: Annal Refresher

Hi Lynn,

Yes. These are the topics for the 2019 Annual Refresher Training:

Access to Exposure and Medical Records  
Respiratory Protection Records  
Occupational Noise Exposure Records  
Medical Services and First Aid  
Bloodborne Pathogens  
Excavation Safety  
Hazard Communication Safety  
Cut-Off Saw Safety  
Tool Safety  
Noise Exposure  
Personal Protective Equipment Training  
Housekeeping  
Operations in Public Way.

The topics are also posted on our website, on the top part of the page with the training schedule too. If you need anything let me know.

Thanks, enjoy a good weekend. Stay warm.

Mary

### Mary Matarrese

Office Administrator

**Advanced Safety Technology, Inc.**

14301 W. Lincoln Avenue

New Berlin, Wisconsin 53151

(262) 796-8605

[www.advancedsaftytechnology.com](http://www.advancedsaftytechnology.com)

### **CONFIDENTIALITY NOTICE**

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**From:** Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>  
**To:** [mmatarrese.astinc@yahoo.com](mailto:mmatarrese.astinc@yahoo.com)  
**Sent:** Friday, January 25, 2019 1:17 PM  
**Subject:** Annal Refresher

Mary~

January 3, 2019

To: Sheila Riemer, Deputy Clerk  
Village of Colfax  
P.O. Box 417  
613 Main St.  
Colfax, WI 54730

Greetings,

Attached is my completed application for using the Colfax auditorium on Feb 16.

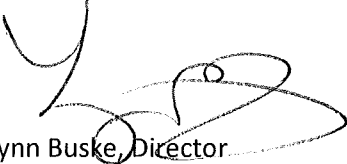
Also attached is my letter of determination for my non-profit. Since we are asking for donations toward our non-profit and the performance is free, there was an agreement that there would be no charge for our use of the space. Out of respect for the space 20% of our received donations will go towards the restoration project!

We will be in at 11am and out around 7pm.

I have enclosed two fliers for the performance for you to put up in the municipal building – greatly appreciate this support!

Please contact me if you have any questions or concerns.

Gratefully,

A handwritten signature in black ink, appearing to read 'Lynn Buske', with a large, stylized flourish extending from the end of the signature.

Lynn Buske, Director  
BaredFeet, Co.  
baredfeet@gmail.com  
715-497-8732

Requesting fee to be waived

### APPLICATION FOR COMMUNITY USE OF VILLAGE FACILITIES & CHAIR RENTAL

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

Name of Renter or Organization: Baredfeet Co

Activity: dance performance + wellness/art, education

Date of Use: 02/16/19 Circle ALL days: MON. TUES. WED. THURS. FRI. (SAT) SUN.

Time of Use: From 11 (AM) To 7 (AM)

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

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

Non Profit: Civic Church (Charity) Other: \_\_\_\_\_

Brief Description of Activity: dance performance

Chair Rental: How Many current seating is sufficient

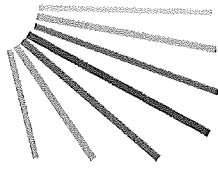
#### THE RENTER OR ORGANIZATION AGREES TO THE FOLLOWING RULES:

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

Individual Responsible: Lynn Buske

Address: 1039 Emery St Eau Claire, WI 54701

Phone Number: 715-497-8732 Date: 1/3/19



BaredFeet, Co.

presents *The Company* in  
**“RISING, FORWARD”**



**Feb 16, 2019 - 4pm**

**Colfax Public Library Auditorium, 613 Main St, Colfax,  
Wisconsin 54730**

**FREE**

All ages are invited to witness Eau Claire's own contemporary dance company.

20% of donations will go toward restoration of the auditorium, remaining donations will go towards BaredFeet, Co.'s free arts and wellness education programs.

# 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 Issued 2018-72     New License     Renewal License    Fee: \$10.00 each application  
Receipt: 20.00 #16301

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

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

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

NAME Brett Allen Foyt  
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715-308-7682 Email Address brettfoyt@gmail.com

Current Address High Street Colfax 54730 11  
(Street) (City) (Zip Code) (yrs. at address)

Previous Address \_\_\_\_\_  
(Street) (City) (Zip Code)

Date of Birth [REDACTED] Age 18

Place of Employment Kyle's Market

### 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] 01/14/19  
(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.

Brett Foyt Brett Foyt  
Signature of Applicant

Subscribed and sworn before me this 7<sup>th</sup> day of Jan., 20 19.

[Signature] 6/4/21  
(Signature of Notary Public) (Commission Expires)

Date Received: 1/9/19 Date to the Board: 1/28/19 Approved or Denied

# WISCONSIN SELLER / SERVER CERTIFICATION

**Trainee Name:** Brett Foyt

**School Name:** 360training.com, Inc.

**Date of Completion:** 01/04/2019

**Certification #:** WI-91697

I, *Brett Foyt*

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

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66

learn2  
serve

Corporate Headquarters  
6801 N Capital of Texas Hwy, Suite 150  
Austin, TX 78731  
P: 877.881.2235



COUNTY OF DUNN



**Public Works Department**

*Facilities & Parks – Highway*

**Highway Division**

3303 US Highway 12 East

Menomonie, Wisconsin 54751

Office Phone (715) 232-2181

Shop Phone (715) 232-2361

Fax (715) 232-3888

Email: [hwy@co.dunn.wi.us](mailto:hwy@co.dunn.wi.us)

January 21, 2019

To: Dunn County Local Officials

From: Dustin S. Binder  
Dunn County Public Works – Highway Division

Re: 2019 Pavement Surface Evaluation and Rating (PASER)

Per Wisconsin State Statute 86.302 (2), local governments are required to submit pavement ratings which represent the physical condition of roadways under their jurisdiction. Pavement ratings are to be conducted every two years and must be submitted to the Wisconsin Department of Transportation.

In the past the Dunn County Public Works – Highway Division has assisted Towns and Villages in conducting pavement ratings, and submitting the required information to the Wisconsin Department of Transportation.

If you are interested in the Dunn County Public Works – Highway Division to fulfill these requirements for the 2019 cycle, please fill out the attached document and return to the Dunn County Public Works - Highway Division by March 1, 2019. If you have any questions please contact me at 715-232-2181. Thank You.

Sincerely,

Dustin S. Binder  
Engineering Superintendent  
Dunn County Public Works – Highway Division

\$608.40  
Charge is by mile. 2017 \$65 x 9.36 miles

**2019 PASER Agreement Form**

Please complete and return this form via mail, fax, or email to the Dunn County Public Works - Highway Division by March 1, 2019.

Mail: 3303 Highway 12 East  
Menomonie, WI 54751

Fax: 715-232-3888

Email: [dbinder@co.dunn.wi.us](mailto:dbinder@co.dunn.wi.us)

I would like the Dunn County Public Works – Highway Division to conduct the 2019 pavement ratings for our local jurisdiction and submit the required information to the Wisconsin Department of Transportation.

*Please Check One Box*

YES

NO

Lynn M. Niggemann

NAME (PRINT)

Village of Colfax

TOWN/VILLAGE

Administrator - Clerk - Treasurer

TITLE

715-962-3311

PHONE #

01 / 28 / 2019

DATE

\_\_\_\_\_  
SIGNATURE

01/28/19 Board meeting

## PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this March 1<sup>st</sup> 2019 by and between the Village of Colfax organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

### ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

### ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** The Village will provide up to six (6) ASSE approved hose bill vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

**Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

- 2.11 INSPECTION TERMS.** HydroCorp will perform 56 inspections over a two (2) year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 56 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on March 1<sup>st</sup> 2019 and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew under the same terms of this Agreement for two (2) consecutive one (1) year periods. Base Compensation increases will be equal to CPI at the time of extension or 3%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$311.00 per month, \$3732.00 annually** for a **two (2) year** contract period totaling **\$7464.00**.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not



made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

#### ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

- 5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given



to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:





If to HydroCorp:

HydroCorp  
c/o John Hudak  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(248) 250-5005

If to Utility:

Village of Colfax  
613 Main St  
Colfax, WI, 54730

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

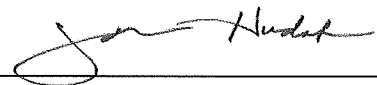
**SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**Village of Colfax**

\_\_\_\_\_  
By:  
Title:

**HydroCorp**

  
\_\_\_\_\_  
By: John Hudak  
Its: President



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# Appendix

## Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



## PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this March 1<sup>st</sup> 2019 by and between the Village of Colfax organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

### ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

### ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPA) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS. THE VILLAGE** will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Residential
- 2.11 INSPECTION TERMS.** HydroCorp will perform 88 total inspections over a two (2) year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all residential facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 88 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on March 1<sup>st</sup> 2019 and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew under the same terms of this Agreement for two (2) consecutive one (1) year periods. Base Compensation increases will be equal to CPI at the time of extension or 3%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$231.00 per month, \$2772.00 annually for a two (2) year contract period totaling \$5544.00.**
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not



made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

**ARTICLE V. Risk Management and General Provisions**

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

**5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given



to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
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c/o John Hudak  
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**5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

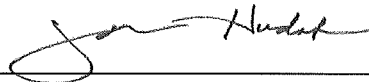
**SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**Village of Colfax**

\_\_\_\_\_  
By:  
Title:

**HydroCorp**

  
\_\_\_\_\_  
By: John Hudak  
Its: President



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# Appendix

## Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

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- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





Certified Public Accountants & Advisors

**For business. For you. For life.**

January 4, 2019

To the Board of Trustees and Management  
Village of Colfax  
Colfax, Wisconsin

We are pleased to confirm our acceptance and understanding of the services we are to provide for the Village of Colfax for the year ended December 31, 2018.

We will prepare the 2018 annual report of the Village of Colfax Tax Incremental Districts ("TIDs") No. 3 and No. 4, as required by WI Statutes Section 66.1105, Tax Increment Law. This report is required to be submitted to the Wisconsin Department of Revenue by July 1, 2019 and includes an analysis, by each TID of the balance at the beginning of the year, the amounts deposited by source, list of expenditures by category of permissible project costs, balance at the end of the year and other information required by the Wisconsin Department of Revenue. We will also perform a compilation engagement with respect to those financial statements.

We will assist you in adjusting the books of accounts with the objective that you will be able to prepare a working trial balance from which financial statements can be prepared. You will provide us with a detailed trial balance and any supporting schedules we require.

#### **Our Responsibilities**

The objective of our engagement is to—

- 1) prepare financial information in accordance with accounting principles prescribed by the Wisconsin Department of Revenue in preparing the TID annual report based on information provided by you and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of the financial information without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial information in order for it to be in accordance with accounting principles prescribed by the Wisconsin Department of Revenue relative to the TID annual report.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial information and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial information.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial information in accordance with accounting principles prescribed by the Wisconsin Department of Revenue and assist you in the presentation of the financial information in accordance with accounting principles prescribed by the

Members of:

American Institute of  
Certified Public Accountants

Wisconsin Institute of  
Certified Public Accountants

[www.baumancpa.com](http://www.baumancpa.com)

Wisconsin Department of Revenue. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles prescribed by the Wisconsin Department of Revenue as the financial reporting framework to be applied in the preparation of the financial information.
- 2) The preparation and fair presentation of financial information in accordance with accounting principles prescribed by the Wisconsin Department of Revenue and the inclusion of all informative disclosures that are appropriate for accounting principles prescribed by the Wisconsin Department of Revenue. This includes -
  - a) If notes to the annual report are presented, a description of the Wisconsin Department of Revenue basis of accounting, including a summary of significant accounting policies, and how the basis of accounting differs from accounting principles generally accepted in the United States of America, the effects of which need not be quantified.
  - b) Informative disclosures similar to those required by accounting principles generally accepted in the United States of America.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial information that is free from material misstatement, whether due to fraud or error.
- 4) The prevention and detection of fraud.
- 5) To ensure that the Village complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
  - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - additional information that we may request from you for the purpose of the compilation engagement.
  - unrestricted access to persons within the Village of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee the preparation of your financial information. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

The name of the designated official from the Village overseeing these services is Lynn Niggemann, Administrator-Clerk-Treasurer.

### **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial information and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such financial information as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

### **Other Relevant Information**

Brian R. Schilling, CPA is the engagement principal and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

If you intend to publish or otherwise reproduce the financial information and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of complied financial information, including financial information published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors including, but not limited to, the time spent as well as the complexity of the services we will perform. In addition, you agree to reimburse us for any out of pocket costs incurred in connection with the performance of our services. Our fees for this engagement are expected to range from \$1,700 to \$2,225. Fees and costs will be billed as work progresses, and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to a delinquency charge of 1 ½% per month. This engagement does not include any services not specifically identified in this letter. Costs associated with the services that you may request would be billed separately. We reserve the right to suspend or terminate our services at any time your account is past due and will not be resumed until your account is paid in full. Should we elect to terminate our services, you will be responsible for all time charges and expenses through the date of termination irrespective of whether we have issued a report. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

In the unlikely event that differences concerning our services or fees should arise as a result of this engagement, each party agrees to submit the dispute to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representative be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

*Bauman Associates, Ltd.*

CERTIFIED PUBLIC ACCOUNTANTS

RESPONSE:

This letter correctly sets forth the understanding of the Village of Colfax TIF Districts No. 3 and 4

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Bauman  
Associates**<sup>LLC</sup>

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January 4, 2019

To the Village Board of Trustees and Management  
Village of Colfax  
Colfax, Wisconsin

We are pleased to confirm our understanding of the services we are to provide to the Village of Colfax for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Village of Colfax as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as budgetary comparison schedules, to accompany the Village of Colfax's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Village of Colfax's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. Our understanding is that management does not wish to prepare the MD and A report (required by generally accepted accounting principles), consistent with prior audits. If this is not the case, please inform us, as this will result in additional time and require a revision to the proposed fee. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Budgetary comparison schedules
2. Schedules of the Village's Proportionate Share of Net Pension Asset/Liability and Contributions – WRS pension plan

#### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the first paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of the audit of the Village of Colfax. Our report will be addressed to the Village Board of Trustees of the Village of Colfax. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Colfax's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will assist in preparing the financial statements of the Village of Colfax in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also provide the following nonattest services which have been provided to the Village in the past: a) assistance with formatting the budget to comply with GASB Statement No. 41, b) preparing applicable TIF annual reports, c) preparing the PSC and Form C reports d), assistance with the preparation of drafts of the financial statements and notes, e) updating the depreciation records for all funds of the Village and f) providing accounting services to reconcile and or adjust significant balances to their correct amounts at the end of the year; all based on information provided by management in order to conduct the audit. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide (see other services section); oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The name of the designated official from the Village overseeing these services will be **Lynn Niggemann, Village Administrator-Clerk-Treasurer**

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request, schedules that we deem necessary, and will locate any documents selected by us for testing.

Brian R. Schilling, CPA is the engagement principal and is responsible for supervising the engagement and signing the report.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors including, but not limited to, the time spent as well as the complexity of the services we will perform. In addition, you agree to reimburse us for any out of pocket costs incurred in connection with the performance of our services. Fees and costs will be billed as work progresses, and are payable upon receipt.

Our fees for the specific services requested below will be within the following ranges, assuming nothing unusual arises during the engagement:

Audit of the financial statements of the Village (all funds) for the year ended December 31, 2018. This includes presentation of the audit to the Board upon completion of the audit.	\$21,200 - \$22,100
Preparation of the Form C for the year ended December 31, 2018.	\$1,425 - \$1,525
Preparation of the PSC report for the year ended December 31, 2018. This includes reporting operations of the non-regulated sewer utility	\$2,350 - \$2,475
Reconciliation of budget to proper basis for presentation in the general fund budgetary comparison schedule per GASB No. 41.	\$625 - \$650



Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to a delinquency charge of 1 ½% per month. This engagement does not include any services not specifically identified in this letter. Fees for accounting services, including the update of depreciation reports, assistance reconciling accounts, and drafting of financial statements and related notes, will be billed at our standard hourly rates. Our standard hourly rates vary from \$100 to \$270 according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Costs associated with the services that you may request would be billed separately. We reserve the right to suspend or terminate our services at any time your account is past due and will not be resumed until your account is paid in full. Should we elect to terminate our services, you will be responsible for all time charges and expenses through the date of termination irrespective of whether we have issued a report. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

In the unlikely event that differences concerning our services or fees should arise as a result of this engagement, each party agrees to submit the dispute to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representative be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

We appreciate the opportunity to be of service to the Village of Colfax and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

*Bauman Associates, Ltd.*

CERTIFIED PUBLIC ACCOUNTANTS

RESPONSE:

This letter correctly sets forth the understanding of Village of Colfax.

Village Board Trustee Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## POOLED CHECKING ACCOUNT

## Accounting Checks

Posted From: 1/14/2019 From Account:  
Thru: 1/27/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
75280	1/14/2019	CHIPPEWA VALLEY TECH COLLEGE	13,611.12
75281	1/14/2019	COLFAX SCHOOLS	128,428.68
75282	1/14/2019	DUNN COUNTY TREASURER	109,133.01
75283	1/15/2019	CARLTON DEWITT	1,423.61
75284	1/15/2019	CARLTON DEWITT	35.00
75285	1/15/2019	CAROL MCLERNON	10.00
75286	1/15/2019	CHARTER COMMUNICATIONS	244.29
75287	1/15/2019	CITY OF MENOMONIE	200.00
75288	1/15/2019	COLFAX COMMUNITY FIRE DEPT	98.56
75289	1/15/2019	COLFAX RESCUE SQUAD	18,687.07
75290	1/15/2019	COMMERCIAL TESTING LAB	206.75
75291	1/15/2019	DUNN COUNTY ECONOMIC DEVELOPMENT CORP	2,000.00
75292	1/15/2019	DUNN COUNTY RECYCLING	1,447.55
75293	1/15/2019	DUNN ENERGY COOPERATIVE	81.00
75294	1/15/2019	E.O. JOHNSON	39.40
75295	1/15/2019	EMS eSCHEDULE INC	2,640.00
75296	1/15/2019	EXPRESS MART	508.19
75297	1/15/2019	GEORGE ENTZMINGER	100.00
75298	1/15/2019	HUEBSCH	129.69
75299	1/15/2019	IDSO'S	273.00
75300	1/15/2019	INDIANHEAD TRUCK EQUIPMENT/NAPA	129.00
75301	1/15/2019	LEADER TELEGRAM	265.00
75302	1/15/2019	MISSISSIPPI WELDERS SUPPLY CO.	34.10
75303	1/15/2019	MYRON CORP.	120.97
75304	1/15/2019	OFFICE DEPOT	267.61
75305	1/15/2019	POWERPLAN	242.85
75306	1/15/2019	QUILL CORP.	82.32
75307	1/15/2019	QUILL CORP.	18.17
75308	1/15/2019	SYNERGY COOPERATIVE	1,166.47
75309	1/15/2019	UHS PREMIUM BILLING	1,131.84
75310	1/15/2019	VIKING DISPOSAL, INC	120.00
75311	1/15/2019	VILLAGE OF COLFAX	378.02
75312	1/15/2019	WATER CARE SERVICES	31.50

## POOLED CHECKING ACCOUNT

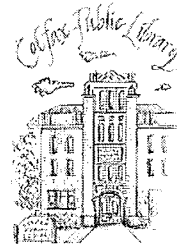
## Accounting Checks

Posted From: 1/14/2019 From Account:  
Thru: 1/27/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
75313	1/15/2019	WEA INSURANCE TRUST	10,471.56
75314	1/15/2019	WOODS RUN FOREST PRODUCTS	108.60
75315	1/15/2019	WORKHORSE SOFTWARE SERVICES, INC.	3,375.00
75316	1/15/2019	ZEMPEL APPRAISAL SERVICE	908.75
75317	1/15/2019	ZOLL MEDICAL CORP	2,745.00
75318	1/15/2019	ZOLL MEDICAL CORP	255.00
75319	1/18/2019	LINCOLN BENEFIT LIFE	8,190.00
75320	1/18/2019	VFIS	815.00
EFTPS	1/24/2019	EFTPS-FEDERAL-SS-MEDICARE	5,366.64
WIDOR	1/24/2019	WI DEPARTMENT OF REVENUE	1,023.74
AMAZON	1/18/2019	AMAZON.COM	375.87
AMAZON	1/18/2019	AMAZON.COM	-375.87
AMAZON	1/18/2019	AMAZON.COM	375.87
WIDCOMP	1/24/2019	WISCONSIN DEFERRED COMPENSATION	165.00
VERIWIRE	1/16/2019	VERIZON WIRELESS	522.73
		Grand Total	317,607.66

(Date)

Dear \_\_\_\_\_,



The Colfax Public Library, the Colfax Municipal Building Restoration Group, the Colfax Commercial Club, the Village of Colfax, and the Colfax Woman's Club are collaborating on a fund-raising project to improve the Municipal Building we all love.

Our goal is to make the building fully accessible to all, as well as to bring the entire building back into use. A small addition will house an elevator and bathrooms for every level, and the basement will be brought back to life as a versatile community space.

It would mean a lot to us if you would consider making a donation to our building fund. We would like to start work in 2020, and our project estimate is \$700,000. We need donations of every size, but hope you will consider a larger donation in memory of loved ones or simply as an investment in the community. We are open to the idea of installing commemorative or donor plaques around the building.

### **Colfax Public Library is a strong and growing presence in Colfax.**

Founded by the Woman's Club over 100 years ago, Colfax Public Library remains a dynamic and relevant information center and gathering spot for the community. As part of the MORE library system, our patrons have access to over a million constantly-updated library materials through courier delivery.

According to the Library's 2017 Annual Report, we have 1,346 active library users (367 from the village and 979 from the surrounding townships). Patrons visited us 14,716 times in 2017, used our public computers 5,383 times and checked out 27,615 books and movies. In addition, our patrons checked out 2,240 electronic materials and use our free public Wi-Fi regularly. 2,160 people attended our programs (this includes book clubs, Summer Reading, author visits, and children's parties). Yes, your little hometown library is still going strong!

### **The Colfax Municipal Building is the historical gem of the downtown.**

Built of locally quarried sandstone in 1915, the Municipal Building is easily the tallest building on Main Street, and a handsome landmark in the community. It's on the National and Wisconsin Register of Historic Places.

Over the years, many important community functions have been performed here. It's been the site of concerts, dances, plays, church services, baptisms, and at least one wedding. There have been movies, roller skating, and Pinewood Derbies. Clubs met,

dinners were served, and blood drives were held. When the local school was remodeled, classes were conducted here. When a deadly tornado struck the town, the building became a lifesaving shelter and infirmary. At one point the basement even served as the Village's Senior Center.

Wouldn't it be wonderful to see the Municipal Building serving as this kind of a community center once again? The work has already begun!

Since 1998, the Municipal Building has had a dedicated restoration group who have brought about many improvements, most notably the beautiful renovations of the upstairs auditorium. Likewise, the Village has done its part to address water issues, update the electrical work, and maintain the building through the years. The Elevator Collaboration Project is the exciting next step in restoring the Municipal Building to the hub of village life that it once was.

The building is actively used to this day, more and more with each improvement. Besides housing the Library, the Colfax Municipal Building is home to the Village Administration offices, police department, election-time voting, and the village History Room. In recent years, there has been a revival of cultural programming in the newly renovated upstairs; there have been movie nights, concerts, story-telling hours, as well as children's theater and other community events.

**The Colfax Public Library and Colfax Municipal Building Restoration Group have worked together with an engineering firm to come up with an architectural plan for the project.**

Conceptual drawings for the Elevator Collaboration Project can be found on the Library's website at [www.colfaxpubliclibrary.org](http://www.colfaxpubliclibrary.org). Paper copies of the drawing are available on request at the Colfax Public Library.

The scope of the project includes an elevator, bathrooms for each floor, an improved entrance to the building, and a basic finishing of the basement so it is usable again. The elevator will be installed at the back of the building to preserve the historical façade in the front. It will operate from the basement all the way to the auditorium on the second floor. The basement will be finished with basic flooring, ceiling, and walls so that it can function as a versatile community room once again. Folding chairs and tables in the basement could be used for meetings, gatherings, lunches, classes, or library programs where a larger open space is needed.

**A designated fund has been set up through the Village for the project.**

Money deposited into this account has Village oversight and can only be used for the Elevator Collaboration Project. It is set up so we can keep record of contributions from

specific individuals and groups. Links to a "donate" button that connect to this safe account may be found online:

[www.colfaxpubliclibrary.org](http://www.colfaxpubliclibrary.org)

<https://www.facebook.com/ColfaxPublicLibrary>

<http://www.colfaxwicmbrg.org/>

[www.villageofcolfax.org](http://www.villageofcolfax.org)

[www.colfaxcommercialclub.com](http://www.colfaxcommercialclub.com)

Donations can also be made in person at the Colfax Public Library or the Village Administration office. Checks can also be mailed directly to:

Colfax Public Library  
PO Box 525  
Colfax, WI 54730

Please indicate that the donation is for the "Elevator Project."

Thank you for considering a donation to our community project! It's an ambitious plan, but if we all work together we can make it happen. Please feel free to call me at (715) 962-4334 for more information about the project or memorials.

Sincerely,

Lisa Bragg-Hurlburt  
Director of Colfax Public Library  
On behalf of the Elevator Collaboration Project Committee

## Lynn Niggemann

---

**From:** Brent Straka <brent@tricolorinsurance.com>  
**Sent:** Wednesday, January 16, 2019 6:02 AM  
**To:** Lynn Niggemann  
**Subject:** Health Care Price Transparency, A Step in the Right Direction

FYI

Having trouble viewing this email? Please [view in browser](#)

Hello Lynn,

Effective January 1, 2019, hospitals are required to post a list of their standard charges for services on their website. The Center for Medicare and Medicaid Services (CMS) enacted this [recent legislation](#) to encourage health care price transparency. While posting chargemasters online increases public access to charge information, these lists generally consist of medical terminology and abbreviations for individual services that could prove difficult for patients to utilize effectively.

Health care consumers can save significantly on costs by researching price and quality of care information. There are other resources available to assist patients in their investigation process that are easier to navigate than the posted chargemasters. The attached article briefly discusses how to research health care prices and provides links to helpful resources such as [Wisconsin Price Point](#), [Healthgrades](#), and [Healthcare Bluebook](#). For patients in Wisconsin, we recommend starting with Wisconsin Price Point.

While it's unlikely that any of these resources will be able to give an exact price of what patients will pay after all of the care has been administered and insurance has processed, they can provide patients with valuable insight and price estimates. Accessing quality care at the most affordable price not only saves individuals money on out of pocket medical expenses, but also helps control the rapid inflation rate of health care costs.

Best wishes,

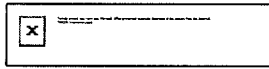
Brent Straka



### **How to Research Health Care Prices**

This Know Your Benefits flyer outlines how health care prices are determined and offers resources to help employees compare costs of health care procedures, plus other tips for lowering the cost of their own care.

[Download now](#)



TRICOR Insurance

230 W. Cherry

Lancaster, WI 53813

1-877-GO-TRICOR

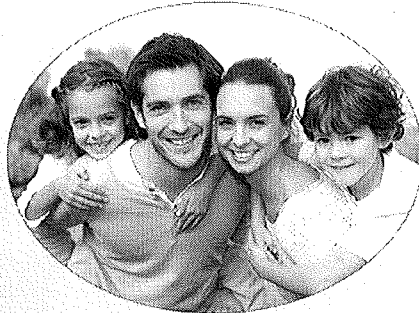
<http://www.tricorinsurance.com>

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X-ray, Imaging

Labs

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Dental

Medications

www.healthcarebluebook.com/ui/consumerfront

**Administrator-Clerk-Treasurer  
January 25, 2019**

**2019 Elections**

~~February 19, 2019 – Spring Primary~~

The Village of Colfax will not have a Spring Primary Election.

**April 2, 2019 – Spring Election**

The TRICOR Insurance has sent out some helpful sites that can assist when trying to determine costs of services provided by hospitals. With more employers having to change the health plans to high deductible plans, the ability to price check services will help in keeping costs down for everyone. I feel that everyone should be aware of these tools. Please pass them onto others. All employees have been given copies or the information has been posted in common employee areas.

February 23-25, 2019 audit dates.

February 28, 2019 to March 5, 2019 – I will be out of town.