

Colfax Solid Waste & Recycling Committee Meeting

Agenda and Notice of a Possible Quorum of Board Members of the Villages of Colfax and Elk Mound and the Towns of Colfax, Elk Mound, Grant, Otter Creek, Spring Brook, Tainter and Wilson

Tuesday, December 1st, 2020 @ 6:00 p.m.

Colfax Fire Hall 407 County Rd M, Colfax, WI 54730

1. Call to Order
2. Roll Call – Towns of Colfax, Grant, Otter Creek, Spring Brook, Tainter, Elk Mound, Wilson and Village of Colfax and Elk Mound
3. Consideration Items

6:00 p.m.

- a. Talk with the current collect site staff
- b. Safety Equipment that will be provided and not provided, but required
- c. Site Locks and Padlocks – Purchase or change any of them?
- d. Review the employment services agreement
- e. Discuss Employment with and Agency or Village of Colfax employees
- f. Total Number of Employees at each site

7:00 p.m.

- g. Brian Johnson – Go over the transition, etc.
- h. Review any items from above that did not get complete for 7:00 p.m.
- i. Fee Schedule
- j. Updates on any of the printed items
- k. Intergovernmental Agreement – verify if complete
- l. Any other items for consideration

4. Adjournment

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn M. Niggemann, Administrator-Clerk-Treasurer's Office, 613 Main Street, Colfax, (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.

Per Morgan Gerk:

They do have two job descriptions; however, all should be trained to fill in for each other. So they are about the same other than the lead arrives 15 to 30 minutes early to open and stays 15 to 30 minutes later to close.

Currently the leads and if someone has to step up to fill the lead position, they get paid \$16/hour.

Other or second attendants get \$15/hour.

Other names of possible people that would fill-in:

John Chamberlain- currently works at the transfer station.

Bud Gilbertson – depending on whether he will be staying on with Boyceville or the hours they will be open.

Don Weber – Asset is working with metals.

Dunn County Solid Waste & Recycling Meeting:

There will be a zoom meeting which Dunn County will be sending out an invite for on Dec. 8, 2020.

The County met last week and they will be having an agreement drawn up which will entail the transfer of the equipment at the sites. The agreement will be effective January 1, 2021. The equipment will be invoice after January 1, 2021 and be due February 15, 2021.

Other Items to discuss:

Ask the attendants what they feel is the appropriate # of Employees at each site? Can they get by with 2 (if there is a call-in)?

What safety equipment should the RU provide?

- COVID masks
- Gloves
- Safety Coat (One Provided every two years)
- Safety Vests
- .
- .

Employee provides:

- Steel Toe Boots
- .
- .
- .
- .

Things to purchase:

Padlocks for the buildings, containers and gate

Number of keys for all the vendors for each site

- Rock Oil needs two sets of the gate key and any building which the oil and antifreeze is kept.
- Johnson Roll-Off – Gate Key # _____
- First Choice Electronics # _____
- Liberty Tire # _____
- Village Hall MASTER SET # _____
- Public Works –Village of Colfax – Both sites MASTER SET for all Buildings/Locks # 3
- Public Works – Village of Elk Mound – EM Site MASTER SET for all Buildings/Locks # _____
- Northern Metals Recycling – Gate keys
- Jenson – Yard Debris # _____
-
-
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CSWR	Attendants	Summer	Wed	12p-4p	Winter	Wed	2p-6p
Payroll		Sat	Sat	8a-3p		Sat	8a-3p

Lead (15 hr/wk)		780		24.47		21.77	
Rate of Pay	Estimate Hrs.	Rate x hrs	FICA 7.65%	Work Comp	Total cost	Staffing Agency	add'l
13.00	780	10,140.00	0.0765	0.0574	11,497.75		
13.50	780	10,530.00	0.0765	0.0574	11,939.97		
14.00	780	10,920.00	0.0765	0.0574	12,382.19		
14.50	780	11,310.00	0.0765	0.0574	12,824.41		
15.00	780	11,700.00	0.0765	0.0574	13,266.63		
16.00	780	12,480.00	0.0765	0.0574	14,151.07		
17.00	780	13,260.00	0.0765	0.0574	15,035.51		
Lead (17 hrs/wk)		884		24.47		21.77	
Rate of Pay	Estimate Hrs.	Rate x hrs	FICA 7.65%	Work Comp	Total cost	Staffing Agency	add'l
13.00	884	11,492.00	0.0765	0.0574	13,030.78		
13.50	884	11,934.00	0.0765	0.0574	13,531.96		
14.00	884	12,376.00	0.0765	0.0574	14,033.15		
14.50	884	12,818.00	0.0765	0.0574	14,534.33		
15.00	884	13,260.00	0.0765	0.0574	15,035.51		
16.00	884	14,144.00	0.0765	0.0574	16,037.88		
17.00	884	15,028.00	0.0765	0.0574	17,040.25		

Other Attendants		572		22.78		20.27	
Rate of Pay	Estimate Hrs.	Rate x hrs	FICA 7.65%	Work Comp	Total cost	Staffing Agency	add'l
12.00	572	6,864.00	0.0765	0.0574	7,783.09		
13.00	572	7,436.00	0.0765	0.0574	8,431.68		
13.50	572	7,722.00	0.0765	0.0574	8,755.98		
14.00	572	8,008.00	0.0765	0.0574	9,080.27		
14.50	572	8,294.00	0.0765	0.0574	9,404.57		
15.00	572	8,580.00	0.0765	0.0574	9,728.86		
16.00	572	9,152.00	0.0765	0.0574	10,377.45		

others (12 hr/wk)		624		22.78		20.27	
Rate of Pay	Estimate Hrs.	Rate x hrs	FICA 7.65%	Work Comp	Total cost	Staffing Agency	add'l
12.00	624	7,488.00	0.0765	0.0574	8,490.64		
13.00	624	8,112.00	0.0765	0.0574	9,198.20		
13.50	624	8,424.00	0.0765	0.0574	9,551.97		
14.00	624	8,736.00	0.0765	0.0574	9,905.75		
14.50	624	9,048.00	0.0765	0.0574	10,259.53		
15.00	624	9,360.00	0.0765	0.0574	10,613.30		
16.00	624	9,984.00	0.0765	0.0574	11,320.86		

Trainers		13 hrs for one month		22.78		20.27	
Rate of Pay	Estimate Hrs.	Rate x hrs	FICA 7.65%	Work Comp	Total cost	Staffing Agency	add'l
17.00	52	884.00	0.0765	0.0574	1,002.37		
18.00	52	936.00	0.0765	0.0574	1,061.33		
19.00	52	988.00	0.0765	0.0574	1,120.29		
20.00	52	1,040.00	0.0765	0.0574	1,179.26		

Trainers		13 hrs for one month		22.78		20.27	
Rate of Pay	Estimate Hrs.	Rate x hrs	FICA 7.65%	Work Comp	Total cost	Staffing Agency	add'l
17.00	52	884.00	0.0765	0.0574	1,002.37		
18.00	52	936.00	0.0765	0.0574	1,061.33		
19.00	52	988.00	0.0765	0.0574	1,120.29		
20.00	52	1,040.00	0.0765	0.0574	1,179.26		



Proposal of Service

Date: 11/18/2020

Client: ~~Dunn County~~ Village of Colfax Responsible Unit - Solid Waste & Recycling Program

Contact: Lynn Niggemann

Position Summary: Collection Site Lead Attendant/Collection Site Attendant

Express Employment Professionals agree to provide the following employee administrative services:

- Recruitment of Express Associate(s)
- Screen to ensure Express Associate(s) are qualified to meet client's needs
- Administer skills tests to evaluate Express Associate(s) qualifications
- Interview Express Associate to identify key strengths
- Validate employment verification and references
- Validate Social Security Number through Social Security Administration
- Administer Quality Checks per ISO 9001:2000 standard
- Maintain on-going contact to ensure Associate / Client success

Express Employment Professionals will provide the following administrative functions:

- Pay all Express Associate's wages
- Pay all related payroll expenses including unemployment coverage (state & federal), employer social security match and worker's compensation coverage
- Provide employer liability coverage
- Complies with all ACA requirements
- Provide bonding coverage (cash \$500)
- Provide Associate benefits including: Accident/Sickness Medical Program, holiday and vacation pay, and Associate funded 401(k) savings plan (Not all positions)

Position	Bill Rate	Bill Rate (after working 720 hours)
Collection Site Lead Attendant	24.47	21.77
Collection Site Attendant	22.78	20.27

- Express Employment Professionals will negotiate the pay rate with the associate to prevent a co-employment situation. The bill rates above are based on pay rates of \$14.50 & \$13.50 per hour.
- After an associate successfully completes 720 hours worked on assignment at ~~Dunn County~~ Colfax Responsible Unit -Solid Waste & Recycling Program their bill rate will be reduced to the lower bill rate.
- Associate eligible to be hired by the client after working 720 hours through Express. If preferred by the Client the associates can be hired onto the Client's payroll prior to 720 hours using the following equation: $[(720 \text{ hours} - \text{Hours worked}) \times (\text{Bill Rate} - \text{Pay Rate})] = \text{Early Buy Out Rate}$.
- It is mutually agreed that, if, at any time during the term of this Agreement, Express is required to increase such wage and/or payroll burden costs as the direct result of any determination, order, or action by any applicable State, Federal, or local governmental authority, or collective bargaining unit, Client shall reimburse Express at cost for any such increases.
- If an Express associate is injured while on assignment at the Client and light duty work is required the Client agrees to provide light duty work to fit the candidate's restrictions.



Drug Testing: Y / N Drug testing is at \$20/person additional cost

Background Checks: Y / N

If it has been requested that Express Employment – Eau Claire conduct background checks the cost of each background will be \$10.00. The client will provide us with the list of what is unacceptable on a background check. This should mirror the policy of the client. Legally Express Employment cannot share any background information with the client. When we receive background check results, we take into consideration the nature and gravity of the offense, the time that has passed since the offense, and the job being performed before making a hiring decision. We will not take into consideration any felony or misdemeanor over 7 years old.

Please Provide details on following page:

What Express Should Look For On Background Check:

[Redacted area with horizontal lines]

Signature: _____ Date: _____



Staffing Agreement

Office Number and Location: _____

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make it easy for you to do business with Us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as **Express employees**, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all **legally-mandated** meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate **workplace-specific safety and health training that adequately addresses potential hazards** at your worksite.
3. You agree to **safeguard and protect any private information regarding Express employees** to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. **A service charge of 1.5% per month** (18% per annum) may be assessed on charges remaining unpaid **30 days** after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. **If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.**
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. **You will supervise, direct, and control the work performed by Express associates**, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying **a transfer fee of up to 30% of the associate's expected annual salary**, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Agent's Name (please print): _____ Title: _____

Agent's Signature: _____

Category	Name of Business	Contact Person	Phone	Email
Electronics	First Choice Electoronics	Ralph Hutches	847-287-7242	ralph@firstchoicerecycling.com
Batteries	First Choice Electoronics	Ralph Hutches	847-287-7242	ralph@firstchoicerecycling.com
Tires	Liberty Tire	Don Hacker	920-229-4123	dhacker@libertytire.com
Clean Sweep	Veolia	Chris Bahlow	715-298-2623	chris.bahlow@veolia.com
Metal	Northern Metal Recycling	Chris Higley	715-834-6677	chris.higley@emrgroup.com
Demolition & Mandated Material	Johnson Roll-Off	Brian Johnson	715-577-0663	brian@johnsonrolloffservice.com
Cardboard	Johnson Roll-Off			
Solid Waste	Johnson Roll-Off			
Plastic (Hard Plastic)				
Yard Debris	Recycling Site	Lynn Niggemann	715-308-9986	colfaxclerktreasurer@colfaxwi.org
Oil/Filters/Antifreeze	Rock Oil- No Charge to oil, antifreeze, oil filters		715-687-4198	https://rockoilrefining.com/recycling-collection-services/

RU Representative Contacts

Municipality	Name	Phone	Email
Village of Colfax	Lynn Niggemann-Admin.	715-308-9986	colfaxclerktreasurer@colfaxwi.org
Village of Colfax	Scott Gunnufson-Pres.	715-828-7761	sghomedesign@yahoo.com
Town of Colfax	Dean Logslett	715-556-1008	Deanlogslett@hotmail.com
Town of Tainter	Justin Albricht	715-308-4627	justinalbricht@gmail.com
Town of Otter Creek	Leann Ralph	715-308-6336	bigpines@ruralroute2.com
Town of Grant	Dave Buchner	715-658-1370	buchnerd@chibardun.net
Town of Wilson	Ray Glaser	715-296-3666	glaserray@hotmail.com
Town of Elk Mound	Tony Christopherson	715-271-8143	tonyrc@centurytel.net
Town of Spring Brook	John Schaffer	715-235-0751	svarnes@chibardun.net
Village of Elk Mound	Terry Stamm	715-379-3728	pat@elkmound.org

Municipality Contacts

Town of Springbrook	springbrookclerk@wwt.net	John Schaeffer	715-235-0751
Town of Elk Mound	Tonyrc@centurytel.net	Tony Christopherson	715-271-8143
Village of Elk Mound	Steve.abraham1950@gmail.com	Steve Abraham	715-828-0470
Village of Elk Mound	pat@elkmound.org	Pat Hahn	715-879-5011
Village of Elk Mound	pat@elkmound.org	Terry Stamm	715-379-3728
Village of Colfax	sghomedesign@yahoo.com	Scott Gunnufson	715-828-7761
Village of Colfax	clerktreasurer@villageofcolfaxwi.org	Lynn Niggemann	715-308-9986
Town of Colfax	Deanlogslett@hotmail.com	Dean Logslett	715-556-1008
Town of Colfax	clerk@townofcolfax.com	Karen Myers	715-962-3895
Town of Grant	townofgrant.dunn@gmail.com	Peggy Johnson	715-658-1888
Town of Grant	bhaven@bloomer.net	Mark Deitsch	715-568-3907
Town of Otter Creek	Ottercreekclerk@outlook.com	Bev Bernier	715-658-0131
Town of Otter Creek	scan@chibardun.net	Mark Werner	715-568-3907
Town of Wilson	glaserray@hotmail.com	Ray Glaser	715-296-3666
Town of Tainter	justinalbricht@gmail.com	Justin Albricht	715-308-4627