

**Village of Colfax
Special Board Meeting
Monday, February 22nd, 2021
7:00 p.m.**

Rescue Squad, 614C Railroad Ave., Colfax, WI 54730

Join Zoom Meeting

<https://zoom.us/j/92292130254?pwd=UUo3ZkQ4MitaWFZ6cVhHbzllTGQydz09>

Meeting ID: 922 9213 0254 Passcode: VabF3N

Any questions on logging into the meeting call or email

Lynn Niggemann, 715-308-9986 or clerktreasurer@villageofcolfaxwi.org.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Introduce Ryan Strzok – Full-Time Officer
6. Communications from the Village President
7. Consent Agenda
 - a. Regular Board Meeting Minutes – February 8th, 2021
 - b. Special Board Meeting Minutes – February 15th, 2021
 - c. Training Request – Mike Ross – Public Works
 - i. February 24, 2021-Excavation Competent Person Safety Training – Boyceville, WI
 - ii. March 2, 2021-Personal Protective Equipment Training - Ladysmith, WI
 - d. Facility Rental
 - i. Beer Garden at the Fairgrounds & the other enclosed buildings
 - Joshua Secraw & Alisia Parker – Wedding Reception – September 6th, 2021
 - ii. Beer Garden at the Fairgrounds
 - Kari Knutson & Casey Peterson – Wedding Reception – June 11, 2022
 - e. Licenses – none
8. Consideration Items
 - a. Street Use Permit – Timber Technologies LLC – 2021
 - b. HydroCorp Agreement – March 1, 2021 to February 28, 2023
 - i. Non-residential Agreement
 - ii. Residential Agreement
 - c. Colfax Solid Waste Updates & any possible action if needed
 - d. COVID-19 Review/Updates-possible action if needed
9. Review/Approval – Bills –February 8th, 2021 to February 21st, 2021
10. Committee/Department Reports (no action)
 - a. Rescue Squad – January 2021
 - b. Thank You and two Donations for the Colfax Rescue Squad
 - c. Library Circulation Trends – Compare 2019 and 2020
 - d. Building Permits – January 2021
 - e. ACT Report
11. 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 Mike Ross Position Laborer
 Date 2-19-21 Department Public Works
 Date(s) of meeting 3-2-21 Estimated Costs 150.00
 Employee / not required to attend (circle one)

Name of Requested meeting: Personal Protective Equipment Training

How will this improve your ability to perform your job? Required as part of the village safety program.

What alternatives are there to attending this meeting? (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.) None Part of the safety net work.

How will you share what you have learned with others? _____

Please include any additional comments on the back of this form Ladysmith, WI

Expense Estimate: \$ <u>150.00</u> Requested	Approved
Tuition / Registration \$ <u>125.00</u>	*Are others attending this meeting names are listed above (If yes, list names) <u>No</u>
Mileage / Airfare <u>120 miles</u>	
Lodging <u>na</u>	
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration	
Total <u>150.00</u>	
Time Request:	Requested <u>1 day</u> Approved
Number of days absent: <u>1 day</u>	
From Work Setting <u>1 day</u>	
Vacation <u>na</u>	
Paid Conference Time <u>yes 1 day</u>	
Absent Without Pay (own time) <u>—</u>	
Other	

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

Rand Bats
Supervisor

2-19-21
Date

Rand Bates

From: Mary Matarrese <mmatarrese.astinc@yahoo.com>
Sent: Thursday, February 4, 2021 11:08 AM
To: Doug Parker; Village of Dresser; Dresser Public Works; Seth Petersen; Matt Larson; publicworks@villageofalmacenter.com; Claudia Fields; Susan Frederixon; Debi Fremstad; Ramon Knudtson; John McCue Hayward; whallock.publicworks@gmail.com; Mitch Brown Shell Lake; Jeff Williams; blk00gtp_54539@yahoo.com; streets.dept@edgarwi.org; Bill Tess; Waste Water Department; Paul Hensch; Chris Helgestad; brad@villageofbaldwin.com; Don Rose; Chris Jackson Clear Lake; Rand Bates Colfax; Matt Gilles; Mark Levra; hammondww@hammondwi.org
Subject: Upcoming Training Reminder

Good Morning,

The training reminder listed below is for any new employees or employees who have not taken the initial training class.

CLASS: PERSONAL PROTECTIVE EQUIPMENT TRAINING
DATE: TUESDAY, MARCH 2, 2021 OR WEDNESDAY, MARCH 3, 2021

START TIME: 8:00 AM

LOCATION: LADYSMITH, RUSK COUNTY COMMUNITY LIBRARY, 418 CORBETT AVENUE W.

The City of Ladysmith is hosting 2 classes for the PPE training, you would only need to attend 1 of the days.

For the upcoming training we will be following the Covid-19 mandatory mask put in place by the State of Wisconsin at this time. Please continue to check our website for updates.

Thanks. Enjoy a good day.
Mary

Mary Matarrese
Office Administrator

Advanced Safety Technology, Inc.
14301 W. Lincoln Avenue
New Berlin, Wisconsin 53151
(262) 796-8605
www.advancedsafetytechnology.com

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If the reader of this message is not the intended recipient, you

Rand Bates

From: Mary Matarrese <mmatarrese.astinc@yahoo.com>
Sent: Friday, February 5, 2021 11:37 AM
To: brad@villageofbaldwin.com; whallock.publicworks@gmail.com; streets.dept@edgarwi.org; Bill Tess; Waste Water Department; Paul Hensch; Chris Helgestad; blk00gtp_54539@yahoo.com; Jeff Williams; John McCue Hayward; Mitch Brown Shell Lake; Village of Dresser; Dresser Public Works; Seth Petersen; Matt Larson; Don Rose; Chris Jackson Clear Lake; Rand Bates Colfax; Matt Gilles; Mark Levra; hammondww@hammondwi.org; Claudia Fields; publicworks@villageofalmacenter.com; Ramon Knudtson; Susan Frederixon; Debi
Subject: UPDATE FOR THE UPCOMING TRAINING LOCATION CHANGE

Good Morning,

For the Upcoming Personal Protective Equipment Training, Start time: 8:00 AM on March 2nd or March 3rd we have received a new location from the City of Ladysmith. The training location will be at their EMS/Fire Station located at 511 Miner Avenue W.

NEW LOCATION: EMS/Fire Station, 511 Miner Avenue W.
Parking should be on the street or on the north side of the fire hall,
NO PARKING on the east side of the building or in front of any doors.

Please continue to check our website for updates.
Thanks. Enjoy a good day.
Mary

Mary Matarrese
Office Administrator

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If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to the message and deleting it from your computer. Thank you.

Meeting / Continuing Education Travel / Meeting Request Form

Name Mike Ross Position Laborer
 Date 2-19-21 Department Public Works
 Date(s) of meeting 2-24-21 Estimated Costs 150.00
 Employee / not required to attend (circle one)

Name of Requested meeting: Excavation Competent Person Safety Training
 How will this improve your ability to perform your job? Required as part of the village safety program.

What alternatives are there to attending this meeting? (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.) None Part of the safety network.

How will you share what you have learned with others? _____

Please include any additional comments on the back of this form Boyceville, WI

Expense Estimate: <u>150.00</u> Requested	Approved
Tuition / Registration \$ <u>125.00</u>	*Are others attending this meeting names are listed above (If yes, list names)
Mileage / Airfare <u>40 miles</u>	
Lodging <u>na</u>	
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration	
Total <u>150.00</u>	
Time Request:	Requested <u>1 day</u> Approved
Number of days absent: <u>1 day</u>	
From Work Setting <u>1 day</u>	
Vacation <u>na</u>	
Paid Conference Time <u>yes 1 day</u>	
Absent Without Pay (own time) <u>—</u>	
Other <u>—</u>	

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

Rand Bates
Supervisor

2-19-21
Date

Rand Bates

From: Mary Matarrese <mmatarrese.astinc@yahoo.com>
Sent: Monday, January 18, 2021 11:52 AM
To: brad@villageofbaldwin.com; Don Rose; Chris Jackson Clear Lake; Colfax Clerk Treasurer; Rand Bates Colfax; Matt Gilles; Mark Levra; hammondww@hammondwi.org; publicworks@villageofalmacenter.com; vilac@villageofalmacenter.com; Susan Frederixon; Debi; Ramon Knudtson; John McCue Hayward; whallock.publicworks@gmail.com; Mitch Brown Shell Lake; Karen Edgell; Anthony Weinzirl; Village of Dresser; Dresser Public Works; Seth Petersen; Matt Larson; Clerk Connie L. Drumm; blk00gtp_54539@yahoo.com; Jeff Williams; Phillips Water and Sewer; streets.dept@edgarwi.org; Bill Tess; Waste Water Department; Paul Hensch; Chris Helgestad
Subject: NEW EMPLOYEE TRAINING REMINDER

Good Morning,

The training reminder listed below is for any new employees or employees who have not taken the initial training class.

CLASS: EXCAVATION "COMPETENT PERSON" SAFETY TRAINING
DATE: WEDNESDAY, FEBRUARY 24, 2021

START TIME: 8:00 AM

LOCATION: BOYCEVILLE COMMUNITY CENTER, 1233 CHARLOTTE STREET

For the upcoming training we will be following the Covid-19 mandatory mask put in place by the State of Wisconsin at this time. Please continue to check our website for updates.

Thanks. Enjoy a good day.
Mary

Mary Matarrese
Office Administrator

Advanced Safety Technology, Inc.
14301 W. Lincoln Avenue
New Berlin, Wisconsin 53151
(262) 796-8605
www.advancedsafetytechnology.com

Village Board Meeting – February 8th, 2021

On February 8th, 2021, the Village Board meeting was held at 7:00 p.m. at the Colfax Rescue Squad, 614C Railroad Avenue, Colfax, WI. Members present: Trustees Michels (online), M. Burcham (online), Halpin (online), Davis, Stene and Gunnufson. Excused: Trustee Jenson. Others present included Sean Lenz and Josh Low with Ehlers, Lisa Fleming with Ayres Associates, Public Works Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger (online).

Communications from the Village President – Gunnufson read a tribute to Tony Braaten, a Village Colfax employee whom passed away on Monday, February 2nd, 2021. Braaten worked very hard at keeping the cemetery looking its' finest. He was a man of few words that will greatly be missed.

Minutes - Regular Board Meeting January 25th, 2021 - A motion was made by Trustee Stene and seconded by Trustee Halpin to approve the Regular Board meeting minutes from January 25th, 2021. Voting For: Trustees Davis, Michels, M. Burcham, Halpin, Stene and Gunnufson. Voting Against: none. Motion carried.

Training Request – none

Facility Rental – none

Licenses – Operator's License – February 8th, 2021 to June 30th, 2021/Abby DeMoe, Synergy Co-op/Drew Gibson, Synergy Co-op

A motion was made by Trustee Davis and seconded by Trustee Stene to approve both Abby DeMoe and Drew Gibson's operator's licenses for February 8th to June 30th, 2021. Voting For: Trustees Stene, Halpin, M. Burcham, Michels, Davis and Gunnufson. Voting Against: none. Motion carried.

Consideration Items

Riverview/High Street & Dunn Street Projects – Lisa Fleming

Cost Analysis Review/Stormwater Outfall review and possible action/Amendment to Agreement

Fleming reviewed the cost analysis to include the stormwater outfall. During the discussion, the DNR permit would take approximately 30-45 days to get reviewed and approved. If the Board decided that this would be part of the project that step could be done at the same time bidding is happening to allow for timely processing. Other discussions involved something needing to be done one way or the other, whether it is a temporary fix or a longer term solution which is included in the Ayres project analysis. A motion was made by Trustee Davis and seconded by Stene to approve the amendment to move forward with the stormwater outfall as part of the Riverview/High Street project. Voting For: Trustees Stene, Halpin, M. Burcham, Michels, Davis and Gunnufson. Voting Against: none. Motion carried.

Dunn Street –TID#4 Projects – Possible Action – Sean Lenz & Josh Low

Discuss TID timelines/Expenditure Period Ends February 22, 2021/Discuss Financing Options

Lenz and Low went over handouts highlighting some of the following points:

- TID #3 has approximately \$500,000 in outstanding debt, TID #4 transfers funding to help pay annual debt requirements and at the end of 2023, there will be sufficient funds collected to prepay outstanding debt and close TID #3.
- TID #4 annual revenues are used to pay Timber Tech and transfer any remaining funds to TID #3 and the expenditure period ends February 22, 2021. Any new costs need to be committed prior to this date.
- Total 2021 GO debt is \$209,263 and TID 3 and Sewer pay approximate \$133,000.
- 2021 Potential Borrowing Needs include Riverview Ave., High St. and Dunn St. for approximately \$517,000, Dunn Street portion would be eligible for funding from TID 4, \$87,500. Remaining costs would be funded by Levy \$274,100, Water \$84,900 and Sewer \$70,500.
- Preliminary Finance Plan would be to issue interim note for Dunn Street to make the expenditure plan deadline.
- Refinance interim note and other street projects with permanent financing which would be a 10-year repayment.

- Impact on TID's & Debt Levy
 - TID 4 pays for Dunn St., keeping the cost off the levy.
 - TID 3 closure would be pushed back one year.
 - Benefits from closing a district include the TID Value is delayed to come back to the General Fund property tax base, opportunity for property tax relief and opportunity to increase levy within levy limit rules.
- Schedules were included also.

A motion was made by Trustee Stene and seconded by Trustee Halpin to bid the TID 4 project to meet the expenditure period. Voting For: Trustees Michels, Halpin, M. Burcham, Davis, Stene and Gunnufson. Voting Against: none. Motion carried.

Consider setting up an additional Board meeting depending on action above-February 15th, 2021 at 7 pm.

A motion was made by Trustee Stene and seconded by Trustee Halpin to proceed with a Special Board meeting on February 15th, 2021 at 6 pm. Voting For: Trustees M. Burcham, Halpin, Michels, Stene and Gunnufson. Abstained: Trustee Davis. Voting Against: none. Motion carried.

Colfax Solid Waste Updates & any possible actions if needed - Bates explained that the Colfax PC unit in the compactor was sent to Florida to be re-programmed. Since, we have learned that the PC is now obsolete and they will no longer work on them. We would need to purchase a new PC box for approximately \$1,750 to get the compactor going. The Elk Mound compactor keeps going into overload and the issue is still being determined. Bates indicated that if we want the Colfax compactor repaired, the cost will be \$1,750 or approximate \$300 from each municipality. A motion was made by Trustee Halpin and seconded by Trustee M. Burcham to approve the purchase of the new PC box for the compactor at the approximate cost of \$1,750 with the six-way split. Voting For: Trustees Stene, Davis, M. Burcham, Halpin, Michels and Gunnufson. Voting Against: none. Motion carried.

Review/Approval – Bills – January 25th, 2021 to February 7th, 2021 – A motion was made by Trustee M. Burcham with no second to approve all the bills except Shackleton. A motion was made by Trustee Halpin and seconded by Trustee Stene to approve the bills as presented for January 25th, 2021 to February 7th, 2021. Voting For: Trustees Davis, Michels, Halpin, Davis and Gunnufson. Voting Against: Trustee M. Burcham. Motion carried.

Adjourn – A motion was made by Trustee Davis and seconded by Trustee Stene to adjourn the meeting at 8:20 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Scott Gunnufson, Village President

Attest:

Lynn Niggemann
Administrator-Clerk-Treasurer

Special Board Meeting – February 15th, 2021

On February 15th, 2021, the Village Board special meeting was held at 6:00 p.m. at the Colfax Rescue Squad, 614C Railroad Avenue, Colfax, WI. Members present: Trustees Halpin (online), Michels (online), Stene (online), M. Burcham (online), Jenson and Gunnufson. Excused: Trustee Davis. Others present included Josh Low with Ehlers (online), Director of Public Works Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger (online).

Public Comments – none

Consent Agenda – none.

Consideration Items

Dunn Street – TID #4 Project – Possible action – Josh Low

Review project – Low reminded the Board that at the February 8th, 2021 meeting the Dunn Street project was discussed. The project consists of getting sanitary in place to allow the additional homes to be built in the East View Development.

Discuss any changes – Since the last meeting, Gunnufson explained that there is a current discussion considering a 3-plex in the phase 2 section of the East View development. Bates contacted Ayres to get some estimated pricing to extend the sanitary to include getting the next lot set up for sanitary. The cost was estimated to be \$22,000. If the 3-plex did not work out, the funds could be used towards the other 2021 street projects. If the Board agrees that the Village should plan for this potential project, the financing would be increased from \$100,000 to \$120,000.

Discuss Financing Options – The financing bid was returned by Dairy State Bank with a 1.4% interest rate. Dairy State has been made aware of the potential to increase the note to \$120,000. The terms would remain as responded in bid response. Low advised that this is a very good rate.

A motion was made by Trustee M. Burcham and seconded by Trustee M. Burcham and seconded by Trustee Halpin to approve the financing up to \$120,000 for the Dunn Street project.

Adjourn – A motion was made by Trustee Jenson and seconded by Trustee Michels to adjourn the meeting at 6:17 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Scott Gunnufson, Village President

Attest:

Lynn Niggemann
Administrator-Clerk-Treasurer

Village of Colfax

613 Main Street, Colfax WI 54730

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

Special Event

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

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

Event Organizer's Name:	<i>Joshua Secram + Alisia Parker</i>		
Event Organizer's Address:	<i>E 9315 1010th Ave, Colfax, WI 54730</i>		
Event Organizer's Phone:	(home) <i>715-505-9152</i>	(work)	(E-mail) <i>alisia.joshua@gmail.com</i>

Name of Event: <i>Joshua and Alisia's wedding</i>		Type of Event: <i>Wedding</i>	
Location of Event: <i>Colfax fairgrounds</i>		Date of Event: <i>9-6-2021</i>	Rain date:
Time of Event:	Start:	Finish:	
Time on Site:	Start:	Finish:	<i>(include set-up and clean-up time)</i>
Total Number of Anticipated Attendees: <i>(include event organizers, staff, volunteers and spectators)</i> <u><i>200</i></u>	Village of Colfax Support Staff Requested? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
	Police:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Roads:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Other: (Specify)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:

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

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

Fairground parking

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

Alcohol inside beer tent fence

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

none

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

none

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

We have garbage cans

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

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

Will you be utilizing Village chair rental? No Yes

How many? 135 (Cost: \$1.00/chair)

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

Check all that apply:

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

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

Signature:



Print Name:

Joshua J. Secraw

Affiliation with Applicant (if applicable):

Date:

1-29-21

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between the Village of Colfax, hereinafter "Promisee", and Joshua Secraw, hereinafter "Promisor", on this 6 day of September, 2021, in Colfax, WI.

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

Event Date: 09-06-2021 Event Location: Colfax Fairgrounds

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

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

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

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

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

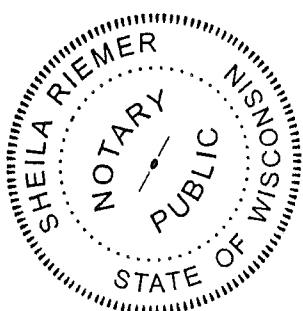
This agreement shall be interpreted under the laws of the State of Wisconsin.

[Signature]
Promisor Signature

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

STATE OF WISCONSIN)
)ss.
COUNTY OF DUNN)

Promisor, Joshua Secraw, came before me this 1 day of February 2021, as the known person responsible for the event named above and the promisor is fully aware that the Promisee, Village of Colfax, will be held harmless for any and all claims, actions and judgements arising from and related to the named event.



[Signature]
Notary Public, State of Wisconsin

My Commission Expires: 7-17-22

Village of Colfax

613 Main Street, Colfax WI 54730

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

Special Event

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

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

Event Organizer's Name:		Kari Khutson & Casey Peterson	
Event Organizer's Address:		803 University Avenue, Colfax WI 54730	
Event Organizer's Phone:		(home) 715-418-9924 715-308-3450	(work) (E-mail) kavimarie1993@gmail.com

Name of Event: Casey & Kari's Wedding Reception		Type of Event: Wedding Reception	
Location of Event: Fairgrounds Beer Tent		Date of Event: 6-11-22	Rain date:
Time of Event:	Start: 6-11-22	Finish: 6-12-22	
Time on Site:	Start: ?	Finish: ? (include set-up and clean-up time)	
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) <u>500</u>	Village of Colfax Support Staff Requested? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
	Police:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Roads:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:
	Other: (Specify)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Number:

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

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

Parking on East side of beer tent

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

N/A

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

N/A

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

N/A

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

We will provide garbages + clean up

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

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

Will you be utilizing Village chair rental?

No Yes

How many? _____ (Cost: \$1.00/chair)

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

Check all that apply:

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

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

Signature:

Kari Knutson Casey Peterson

Print Name:

Kari Knutson Casey Peterson

Affiliation with Applicant (If applicable):

Date:

10-7-2020

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between the Village of Colfax, hereinafter "Promisee", and Casey and Kari, hereinafter "Promisor", on this 12 day of October, 20 20, in Colfax, WI.

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

Event Date: 06-11-2022 Event Location: Colfax Fairgrounds Beer Tent

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

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

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

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

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

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

X Kari Kautan Casey [Signature]

Promisor Signature

Lynn M. Niggemann [Signature]

Promisee Signature - Village of Colfax

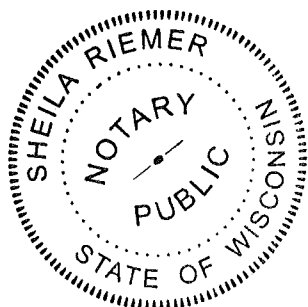
Lynn M. Niggemann, Administrator-Clerk-Treasurer

STATE OF WISCONSIN)
)ss.
COUNTY OF DUNN)

Promisor, Kari and Casey, came before me this 12 day of October, 2020, as the known person responsible for the event named above and the promisor is fully aware that the Promisee, Village of Colfax, will be held harmless for any and all claims, actions and judgements arising from and related to the named event.

Shalee [Signature]
Notary Public, State of Wisconsin

My Commission Expires: 7-17-22



Village of Colfax

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

Scott A. Gunnufson, President
Lynn M. Niggemann, Administrator-Clerk-Treasurer

STREET USE/PRIVILEGE PERMIT RECOMMENDATION AND APPROVAL

R.C. \$5.00
2/16/2021

Applicant (s)/Responsible Party:
Timber Technologies LLC and any hired/owned vehicles working to accomplish

Address & Phone Number: 106 Bremer Ave., Colfax, WI 54730
Tom Niska 715-962-4242

Date and Duration of Requested Permit:
Current through the end of the year. – Annual Permit – Calendar year

Purpose/Description:
Hired/owned semi-trucks and trailers travel to pick up products for the rail and transport the products to the Timber Technology facility.

Location/Street
Empty semi/semi-trailers will travel from Hwy 40, travel west on Third Ave., then north on Cedar Street to the loading at the Timber Technologies lot at the corner of Cedar Street and Legion Drive. The exit route will be east on Legion Drive to Hwy 40 to Timber Technology, LLC at 106 Bremer Ave.

The undersigned applicant(s) hereby request from the Colfax Village Board, a temporary permit to occupy and use municipal streets for the above stated purpose, and to operate necessary equipment thereon. The applicant(s) will be required to execute and file with the Village Clerk-Treasurer a bond in an amount determined by the Director of Public Works, not exceeding Ten Thousand Dollars (\$10,000.00), conditioned that the applicant indemnify, defend, and hold the Village and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the Village on account of any injury to or death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. Upon request, the Village Board may waive this requirement. As evidence of the applicant's ability to perform the conditions of the permit, the applicant may be required to furnish a Certificate of Comprehensive General Liability Insurance with the Village of Colfax. The applicant may be required to furnish a performance bond prior to being granted the permit.

A Street Use Permit for an event in progress may be terminated by the Village President or a law enforcement officer if the health, safety or welfare of the public appears to be endangered by activities generated as a result of the event, or the event is in violation of any of the conditions of the permits or ordinances of the Village of Colfax. The Village President or a law enforcement officer has the authority to revoke a permit or terminate an event in progress if the event organizers fail to comply with any of the regulations in the street use permit policy or conditions stated in the permit.

Tom Niska
(Applicant)

2/9/21
(Date)

Tom Niska
(Applicant)

(Date)

DPW/Police Dept.
Recommendation:

[Signature]
(Signature)

02/19/2021
(Date)

Approved By
Village Board President:

(Signature)

(Date)

Project Name: Timber Technology Loading Zone

Parcel #: 17-111-2-291116-230-0044

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this March 1st 2021 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 bib 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 (40) initial inspections and up to (10) compliance reviews for a total of (50) 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 1st 2021 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 \$291.00 per month, \$3492.00 annually for a two (2) year contract period totaling \$6984.00.
- 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 Craig Wolf
5700 Crooks Road, Ste. 100
Troy, MI 48337
612-850-8939

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.

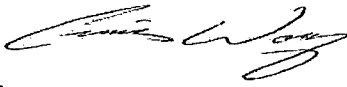
SIGNATURES

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: Craig Wolf



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.



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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.

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- Special Program Notices
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- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
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- *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 bib vacuum breakers or anti-frost hose bib 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 (34) initial surveys a total of up to (62) 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 1st 2021 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 \$179.00 per month, \$2148.00 annually for a two (2) year contract period totaling \$4296.00.
- 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 Craig Wolf
5700 Crooks Road, Ste. 100
Troy, MI 48337
(612)850-8939

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.

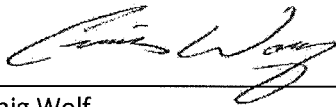
SIGNATURES

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: Craig Wolf



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.



POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 2/08/2021 From Account:
Thru: 2/21/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
77001	2/12/2021	AMERICAN DIVERSITY	138.08
77002	2/12/2021	ARAMARK UNIFORM SERVICE, INC	53.00
77003	2/12/2021	ASSESSMENT TECHNOLOGIES	197.18
77004	2/12/2021	AYRES ASSOCIATES	12,240.00
77005	2/12/2021	BAUMAN ASSOCIATES	6,350.00
77006	2/12/2021	BLUE RIBBON AWARDS	95.60
77007	2/12/2021	BROAD REACH	404.82
77008	2/12/2021	CARLTON DEWITT	396.54
77009	2/12/2021	CBS SQUARED, INC	146.75
77010	2/12/2021	CENAGE LEARNING INC/GALE	29.59
77011	2/12/2021	CITY OF EAU CLAIRE FIRE & RESC	278.32
77012	2/12/2021	CITY OF MENOMONIE INTERCEPT	200.00
77013	2/12/2021	COMMAND CENTRAL	860.00
77014	2/12/2021	COMMERCIAL TESTING LAB	225.50
77015	2/12/2021	CRAMER CONSULTING, LLC	376.75
77016	2/12/2021	DIGGERS HOTLINE	115.20
77017	2/12/2021	DUNN ENERGY COOPERATIVE	88.00
77018	2/12/2021	DUNN ENERGY COOPERATIVE	328.00
77019	2/12/2021	EHLERS	2,500.00
77020	2/12/2021	EXPRESS MART	384.41
77021	2/12/2021	GEORGE ENTZMINGER	100.00
77022	2/12/2021	HUEBSCH	97.22
77023	2/12/2021	HYDROCORP	542.00
77024	2/12/2021	JOHNSON ROLL-OFF SERVICE, LLC	11,264.90
77025	2/12/2021	LOGMEIN COMMUNICATIONS, INC	71.73
77026	2/12/2021	MAYO CLINIC	12.00
77027	2/12/2021	MENARDS-EAU CLAIRE	179.98
77028	2/12/2021	MP CLOUD TECHNOLOGIES	549.00
77029	2/12/2021	NEDLAND INDUSTRIES INC.	15,848.00
77030	2/12/2021	PENWORTHY COMPANY	401.87
77031	2/12/2021	RESERVE ACCOUNT	500.00
77032	2/12/2021	SYNERGY COOPERATIVE	1,535.35
77033	2/12/2021	TAINTER MACHINE	12,966.00

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 2/08/2021 From Account:
Thru: 2/21/2021 Thru Account:

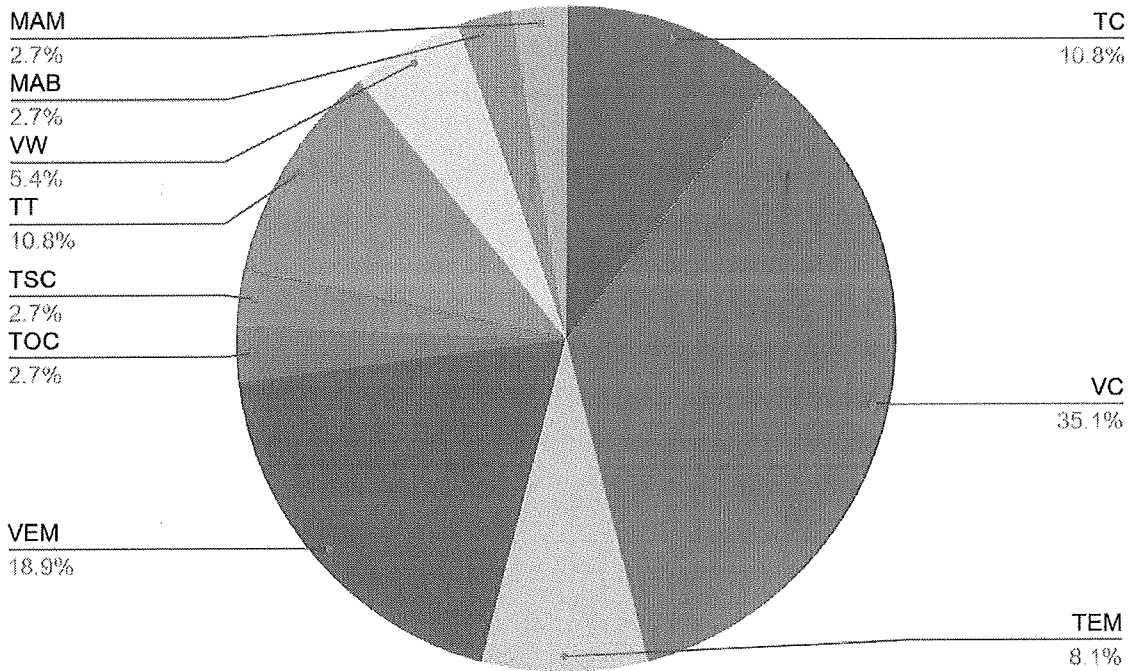
Check Nbr	Check Date	Payee	Amount
77034	2/12/2021	VIKING DISPOSAL, INC	160.00
77035	2/12/2021	WATER CARE SERVICES	31.50
77036	2/12/2021	WI DEPT OF JUSTICE-TIME	873.00
77037	2/12/2021	ZEMPEL APPRAISAL SERVICE	1,928.00
77038	2/16/2021	CAFE II COFFEE SHOP & BAKERY	50.00
77040	2/16/2021	A LITTLE SLICE OF ITALY	24.00
77041	2/19/2021	CHIPPEWA VALLEY TECH COLLEGE	16,551.20
77042	2/19/2021	COLFAX SCHOOLS	4,954.53
77043	2/19/2021	COLFAX SCHOOLS	145,938.33
77044	2/19/2021	DUNN COUNTY TREASURER	118,370.13
EFTPS	2/18/2021	EFTPS-FEDERAL-SS-MEDICARE	5,696.10
WIDOR	2/15/2021	WI DEPARTMENT OF REVENUE	1,109.18
WIDOR	2/18/2021	WI DEPARTMENT OF REVENUE	1,045.66
AMAZON	2/15/2021	AMAZON.COM	1,147.57
BREMER	2/11/2021	CARDMEMBER SERVICE	1,567.82
WIDCOMP	2/18/2021	WISCONSIN DEFERRED COMPENSATION	240.00
PRINCIPAL	2/16/2021	PRINCIPAL LIFE INS. CO.	740.26
WEENERGIES	2/18/2021	WE ENERGIES	782.64
WEENERGIES	2/18/2021	WE ENERGIES	454.20
Grand Total			371,139.91



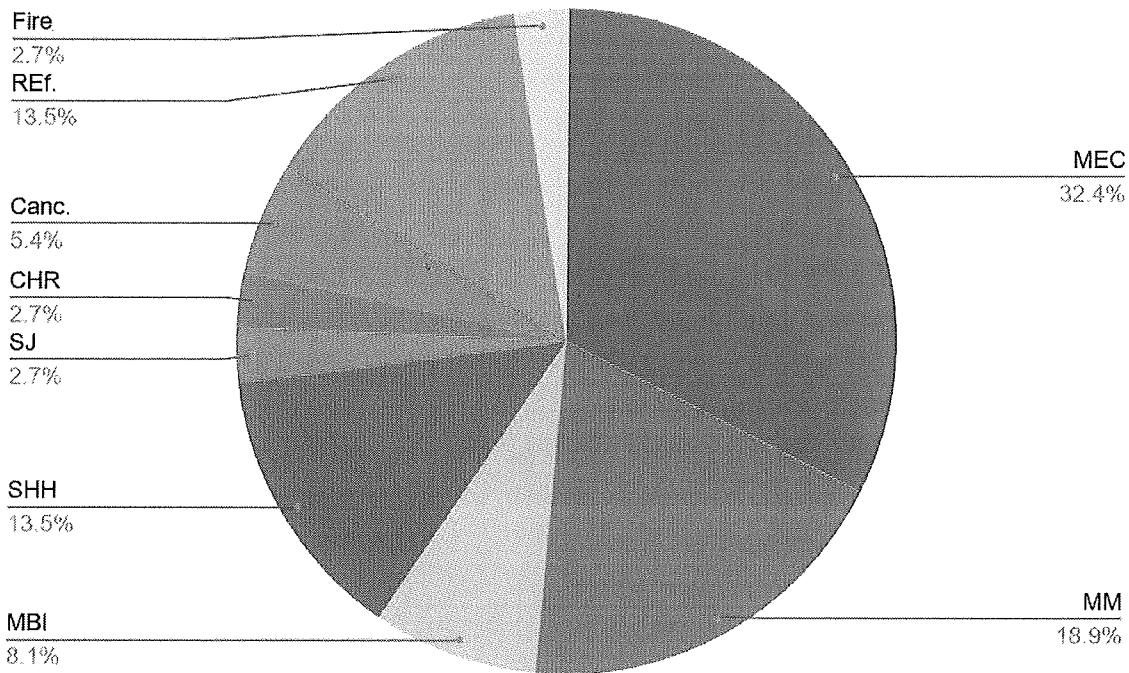
Colfax Rescue
 614C Railroad Ave.
 PO Box 417
 715*303*3049
dknutson@colfaxrescue.us

January 2021 Report.

Municipalities Responded to Receiving Facilities:



Town of Colfax	4	MCHS Eau Claire	12
Village of Colfax	13	MCHS Menomonie	7
Town of Elk Mound	3	MCHS Bloomer	3
Village of Elk Mound	7	HSHS Eau Claire Sacred Heart	5
Town of Grant	0	HSHS Chippewa St. Joes	1
Town of Otter Creek	1	Colfax health and Rehab	1
Town of Sand Creek	1	Cancelled	2
Town of Tainter	4	Refused	5
Village of Wheeler	2	<u>Fire</u>	<u>1</u>
Mutual Aid Boyceville	1	Total	37
<u>Mutual aid Menomonie</u>	<u>1</u>		
Total	37		



Fleet:

	Maintenance	Mileage	Hours	Monthly fleet operation cost per mile
M7	0	955	26	\$0.24
M8	0	455	15	\$0.29
Total	0	970	41	\$0.27

CRS Notes:

- ❖ CRS is switching from Microsoft Office 365 to Google Workspace. We are doing this to increase our security and to be more H.I.P.A.A. compliant. So bear with me as I learn a new system.
- ❖ January Training was on Autism taught by the Chippewa Valley Autism Society.
- ❖ Covid numbers have declined. While virulent strains are appearing. Which shows immunizations are still our best solution to winning against COVID-19. Unfortunately supply is extremely limited in the area all I can say is be patient.
- ❖ On the Vaccine Front almost 80% of the EMT's at CRS are vaccinated with 2 doses.
- ❖ On 2/9/2021 I will be holding a CPR/First Aid refresher at Elk Mound Fire. This is a Red Cross COVID compliant class.
- ❖ Colfax Fire has approached me for the refresher class, but it has not been scheduled yet.
- ❖ I have been busy purging files as allowed by Medicare.
- ❖ We have also become safer and definitely more compliant by using Daniels Healthcare for sharps and medical waste disposal. Washable gowns during the Pandemic through Aramark also will be cheaper in the short run and we can discontinue when/if the pandemic is over.

Late Sunday Oct 11th I was
transported to Mayo by your EMT's.
They no doubt saved my life as
I had a severe heart attack.

The EMT's treated me saving
me.

Enclosed a small token of my
appreciation thank you!!!

Robert R Nelson
715-556-1341



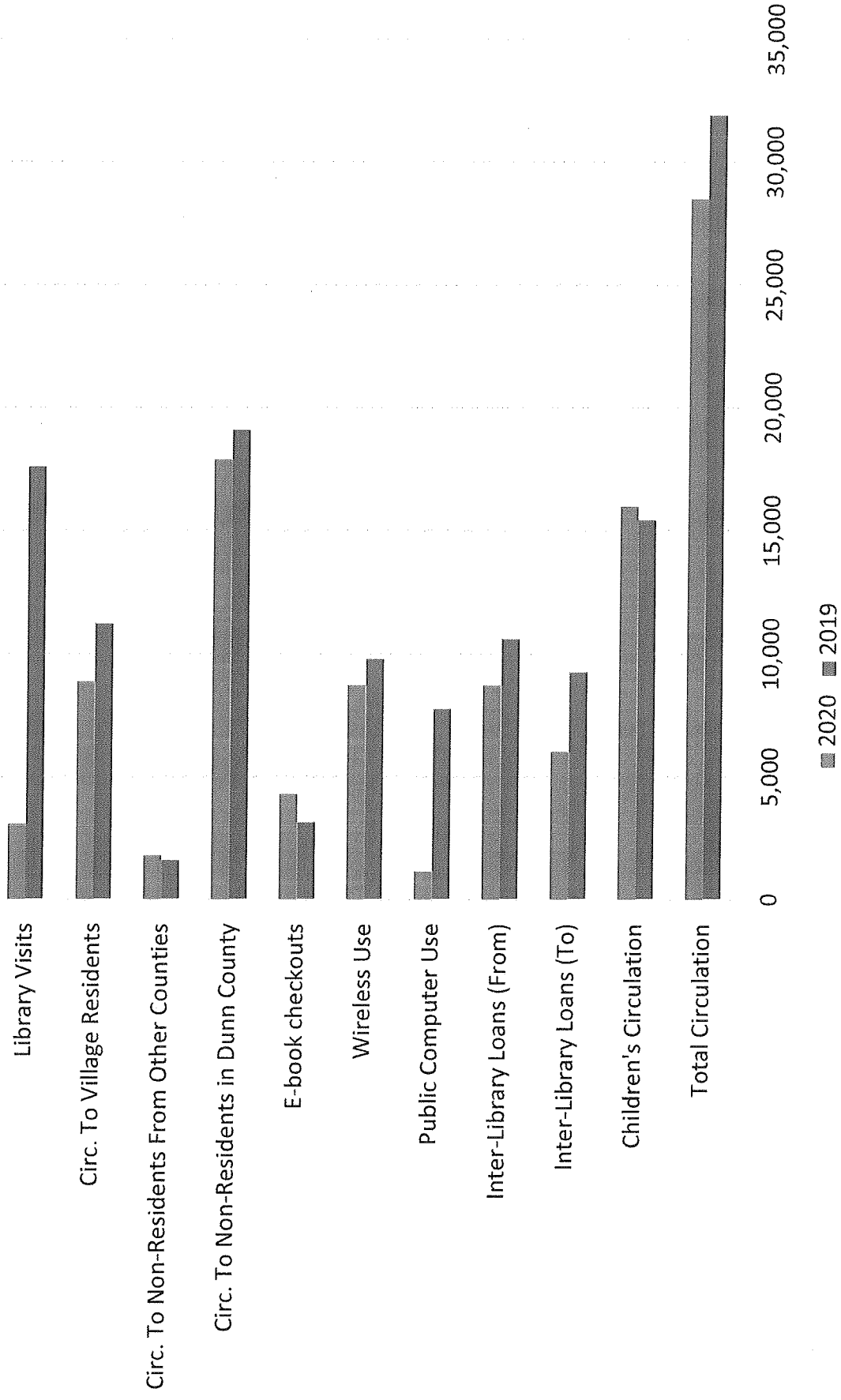
Dear Don,

Thanks for all that you
do for the community!

Gene Veddler

\$200	Donation	Lorene	Veddler
\$100	Donation	Robert	Nelson
		Janet	Nelson

Colfax Circulation Trends (Comparison Between 2020 and 2019)





2921 Ingalls Road
Menomonie, WI 54751

Mobile: 715-556-0066
FAX: 715-231-2447
www.weberinspections.com
inspector@weberinspections.com

Activity Report

Village of Colfax

January

	Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/>	1/25/2021	Kositzka	Permit Issued		Deck

Weber Inspections

2921 Ingalls Road, Menomonie, WI 54751 715-556-0066

Building Permit

Village of Colfax

Date 1/25/21

Issued to: Brandon Kositzka

Address: 706 Pine St. , Colfax Wis. 54730

Project: Replace existing front deck.

Permits Issued:

Inspections Needed:

Yes

No

	Cost
Construction	\$90.00
HVAC	
Electrical	
Plumbing	
Erosion Control	
Total	\$ 90.00

Paid Ck # 4005

Phase	Rough	Final
Footing		
Foundation		
Basement Drain Tiles		
Construction		X
Plumbing		
Heat/Vent/AC		
Electrical		
Insulation		
Occupancy		

**Administrator-Clerk-Treasurer
February 19, 2021**

Election- Spring Primary Election.

The Village of Colfax had 102 votes cast on Election day.
Total registered voters in Colfax 694 on Election Day.
53 paper ballots votes and 49 electronic ballot votes.
Our percentage of turnout was 14.6974%

Thank you to the election workers for their service!

Public Letter of Concern – I have attached an email from Julie Wathke which gives facts regarding the Election process and steps that each municipality takes to help ensure that all equipment is properly counting ballots for each election. There are some references which you can use to assist with some concerns you may have.

February 23 – 26, 2021 – Online audit will take place these three days. At one point during these three days, the auditor will request to either conduct a zoom meeting with a Board member at whatever location they would prefer or I can have a computer set up at Village Hall to have the online meeting with the auditors. Please let me know if you will be unavailable during this period of time.

Ryan Strzok started working part-time for the Village of Colfax July 1st, 2020 as a police patrol officer. When Jacob Pake resigned, Ryan began the full-time position at the end of December. Please welcome Ryan when you see him around usually during the evening and some weekends.

Lynn Niggemann

From: Wathke, Julie <jwathke@co.dunn.wi.us>
Sent: Friday, February 19, 2021 11:18 AM
To: Lynn Niggemann
Subject: Equipment

This is some of the info I used to respond to some. Use as you like. I quickly found this:

Voting Equipment may be accredited by the U.S. Election Assistance Commission (EAC) prior to its approval by the Wisconsin Elections Commission, but EAC certification is not required for certification in Wisconsin. Wisconsin Act 261 of 2015 eliminated the requirement that all voting systems approved for use in Wisconsin be accredited by the EAC and the WEC is able to approve systems outside of the EAC certification process.

All equipment used in the State of Wisconsin is tested publically prior to each election. In addition, as required by Section 7.08(6), Wis. Stats, following the November general election, the Wisconsin Elections Commission is required to direct an audit of each voting system used in the state to determine the error rate of the system in counting ballots that are validly cast by electors. The audit consists of two independent hand-tallies of ballots tabulated by electronic voting systems. The results of the hand-count are verified against the results report produced by the voting system. These statewide results may be found on the Wisconsin Elections Commission website at <https://elections.wi.gov/elections-voting/voting-equipment/audit-page>.

The purpose of the audit is to ensure that voting equipment used in Wisconsin is accurately counting ballots according to federal standards, which is 1 error in 500,000 ballots. It is not to verify the accuracy of voting equipment prior to certification of the results. If a piece of equipment did not meet standards (which has never happened since audits began in 2006), the Elections Commission could order the municipality or county with defective equipment to take remedial action (such as purchasing new equipment).

There is much unsubstantiated and false information being publically circulated. Here are a few links to look at information related to Dominion Voting, use in the State of Wisconsin and facts related to the 2020 elections in the State of Wisconsin:

<https://www.dominionvoting.com/election-2020-setting-the-record-straight-wisconsin/>

<https://www.dominionvoting.com/election2020-setting-the-record-straight/>

<https://elections.wi.gov/node/7290>

<https://elections.wi.gov/node/7279>

<https://elections.wi.gov/node/7280>

All municipal and county clerks in the State of Wisconsin take an oath of office stating they will support the constitution of the United States and the constitution of the State of Wisconsin. Every state governs their election laws. The municipal and county clerks follow current election laws in place at the time of the

election. These laws in the State of Wisconsin are put in place by the legislators of the State of Wisconsin. The 2020 elections brought attention to several significant areas in Wisconsin Statutes that need clarification regarding election processes and procedures. I urge you to contact your legislators regarding changes and clarifications to election laws in the Wisconsin Statutes.

Julie A. Wathke, CPD, WCMC
Dunn County Clerk
3001 US Highway 12 East
Suite 102B
Menomonie, WI 54751
(715)232-1677
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