### Village of Colfax Village Board Regular Meeting Agenda Monday, October 26, 2015 Colfax Village Hall 7:00 p.m.

- 1. Call to Order
- 2. Roll Call
- 3. Public Appearances
- 4. Consent Agenda
  - a. Minutes
    - i. Regular Board Meeting, October 12, 2015
  - b. Training Requests
  - c. Facility Rental none
  - d. Licenses
    - i. Operator's License- October 26, 2015 to June 30, 2016 -Barbara Creaser -A Little Slice of Italy
    - ii. Operator's Licenses- October 26, 2015 to June 30, 2016 -Victoria Larson- Express Mart
    - iii. Multiple Dogs (Kennel) License- October 26, 2015 to December 31, 2015 JoAnn Mayfield
- 5. Communications Village President
- 6. Consideration Items
  - a. Fourth Avenue Street Committee recommendations
    - i. Discuss/approve the justification for additional engineering services.
    - ii. Discuss/approve the final pay estimate for R. M. Schlosser.
    - iii. Discuss/approve amendment to the engineering services contract with Ayres Associates.
  - b. Municipal Building Exterior Excavation Site Plan
    - i. Discuss/approve Expert Tree Service & Science/Arborist recommendation.
    - ii. Timeline update.
    - iii. Municipal Basement update.
  - c. Time Capsule
  - d. Dunn County Treasurer's Office 2015-2016 tax agreement
- 7. Committee/Department Reports (items not for discussion or action)
  - a. Halloween Hours
- 8. Review/Approval Bills October 12, 2015 to October 25, 2015
- 9. Adjourn

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn M. Niggemann, Administrator-Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962.3311 by 2:00 p.m. the Friday prior to the meeting so that any necessary arrangements can be made to accommodate each request.

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

### Village Board Meeting - October 12, 2015

On October 12, 2015, the Village Board meeting was held at 7:00 p.m. at the Village Hall, 613 Main Street. Members present: President Gunnufson, Trustees Halpin, Davis, Wolff and Klukas. Absent: Trustee Schieber. Others present included Pat Eggert, Rita Sundstrom representing the Holden Lutheran Church, Director of Public Works Bates, Randy Simpson and Administrator-Clerk-Treasurer – Niggemann.

Public Appearances – none.

Minutes- Regular Board Meeting –September 28, 2015 - A motion was made by Trustee Halpin and seconded by Trustee Klukas to approve the Regular Board meeting minutes from September 28, 2015. Voting For: Trustees Klukas, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

Minutes- Special Board Meeting –October 5, 2015 - A motion was made by Trustee Wolff and seconded by Trustee Halpin to approve the Special Board meeting minutes from October 5, 2015. Voting For: Trustees Halpin, Davis, Wolff, Klukas and Gunnufson. Voting Against: none. Motion carried.

**Training Request** – none

Facility Rental - none

Licenses -none

**Communications** – President Gunnufson announced that the Halloween trick-or-treat hours will be Saturday, October 31, 2015 from 4:00 p.m. to 7:00 p.m.

**Holden Church agreement** - A motion was made by Trustee Wolff and seconded by Trustee Davis to accept agreement to formalize the way it has been. Voting For: Trustees Halpin, Davis, Wolff, Klukas and Gunnufson. Voting Against: none. Motion carried.

### **Municipal Building Exterior Excavating-**

A Breeze Construction LLC - A motion was made by Trustee Halpin and seconded by Trustee Wolff to accept the estimate with the changes for \$55,171.40. Voting For: Trustees Klukas, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion Carried.

Shackleton Tree Service – A motion was made by Trustee Davis and seconded by Trustee Wolff to accept the Shackleton Tree Service estimate of up to \$1,150 for removal of trees upon the recommendation of an arborist regarding the possibility of saving any of the trees. Voting For: Trustees Halpin, Davis, Wolff, Klukas and Gunnufson. Voting Against: none. Motion Carried.

**Resolution 2015-09** – A motion was made by Trustee Halpin and seconded by Trustee Wolff to approve the Budget Resolution 2015-09 for \$61,321.40 to cover the cost associated with the Municipal Building exterior excavating. Voting For: Trustees Klukas, Wolff, Davis, Halpin and Gunnufson. Voting Against: none. Motion Carried.

**Trustee discussion** – A motion was made by Trustee Wolff and seconded by Trustee Halpin to accept the letter of interest for Keith Burcham for the trustee vacancy position to expire April 2017. Voting For: Trustees Halpin, Davis, Wolff, Klukas and Gunnufson. Voting Against: none. Motion carried.

Review/Approval – Bills – September 28, 2015 – October 11, 2015 – A motion was made by Trustee Halpin and seconded by Trustee Klukas to approve the September 28 to October 11, 2015 bills for payment. Voting For: Trustees Halpin, Davis, Wolff, Klukas and Gunnufson. Voting Against: none. Motion carried.

**Adjourn**: A motion was made by Trustee Klukas and seconded by Trustee Davis to adjourn Village Board meeting at 7:26 p.m. A voice vote was taken with all members voting yes. Motion carried.

Scott Gunnufson, Village President

Attest:

Lynn Niggemann

Administrator-Clerk-Treasurer

### July 1, 2015 - June 30, 2016 Application for License to Serve Fermented Malt Beverages and Intoxicating Liquors Fee - \$10.00

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### COLFAX POLICE DEPARTMENT

Village of Colfax

P.O. Box 417

Colfax, Wisconsin 54730

Supplemental – General License Application

Instructions: Fill in all blanks, if a blank doesn't apply to your situation; fill in with "NA". A \$5.00 Investigation Fee is due to the Village of Colfax when submitting this application. The Investigation Fee does not apply to: fermented beer, liquor, or on-off sale licenses. The fee, if applicable, will be instituted by the Village Clerk. Your receipt of this application will be accepted or denied within 72 hours (3 days) by the Colfax Police Department upon receipt of this application. This form is to be filled out in addition to any others required by the Village of Colfax. Any information on this application found to be false will be grounds for non-approval of this application.

NOTE: If any further explanation is needed, please continue on back of application.

Full Name-First, Middle, Last FROMEN BOY BOY BOY OF OF OF SEN
Full Name-First, Middle, Last
Business/Organization Name
Full Prior Names (nicknames, maiden names, etc. 1
Date of BirthPlace of Birth_ Wehomenie, Wi
SexRaceHeightWeight
Social Security No Driver's License No
Have you ever been arrested for, or convicted of any laws, including traffic?  If yes, list offense, date and place occurring. Specific possession of the second possession
List prior addresses for the past five years AZI3rd SI W Mehamonie, WI 5473 E9956 630 HWE EKMOUND, WI 54739
List three personal references, not related to you. Include name, address & phone number  1)
Have you ever been a member of the Military Service?Discharge?
Education- include name of High School, location, grade completed and any training beyond high school.
I certify that I am familiar with the laws, ordinances and regulations, and hereby agree, if granted a license, to obey all provisions of such laws. I further certify that all information included in this application is true, accurate and complete to the best of my knowledge.  Signature  Date  Date
Official Use Only-Below This Line
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VALIDATE ONLINE AT SERVINGALCOHOL.COM

CODE: ZL3CAVIYHM

ONLINE TRAINING

UNITED STATES OF AMERICA SERVING ALCOHOL INC team@servingalcohol.com

## CERTIFICATION

This certifies that

## Barbara Creaser

has completed the Serving Alcohol Inc. approved course

Wisconsin Alcohol Seller-Server

October 12, 2015

APPROVED BY THE STATE OF WISCONSIN SS-125.04

PROVIDER TRAINING IN COMPLIANCE WITH SS-134.66

Restrictions on sale or gift of cigarettes or tobacco products; that state law prohibits selling tobacco products to any person under the age of 18: and failure to comply with these restrictions may result in a citation. STUDENT ACKNOWLEDGED UNDERSTANDING OF SS-134.88:

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE POLLOWING POLICIES TO THE SEST OF THEIR ABILITIES:

CARD ANY PERSON 35 VEARS OF AGE OR YOUNGER

OBSERVE AND REPORT ANY CUSTOMER SHOWING NGNS OF POSSIBLE IMPAIRED BEHAVIOR

DETERMINE THAT PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECARD THEM IF THERE IS ANY QUESTION AS TO THEIR AGE RESPOND INMEDIATELY TO ANY POSSIBLE PROBLEM SITUATIONS

ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

### July 1, 2015 - June 30, 2016

### Application for License to Serve Fermented Malt Beverages

Fee - \$10.00

and Intoxicating Liquors

To the	Clerk	of the Village	of_	Colfax	Wisconsii
and all acts a regulations, Fe	mendatory thereof a	ase to serve, from July 1, 20 s, subject to the limitations in and supplementary thereto, an affecting the sale of such beve	15 to June 30, 20 posed by Section	1 125.32(2) and 125.68 (2) of	revoked), Fermented Ma
			TO AL	Signature of Applicant	
Answer the	[']	stions fully and compl	etely:	\	
Address of App	olicant (0)5	main St (	offex.	WI 5/173	$\sim$
Have you been	convicted of any felo	ny or of violating any law of th	e State of Wiscons	sin or of the United States?	
Date of such con	nviction \	0/2002			
Name of Court - Nature of offens	Dung (	ounty			
Have you been c	convicted or violating	any license law or ordinance re	gulating the sale of	beverages or intoxicating liqu	
STATE	e of Wisconsin,			Signature of Applicant	
Dur	2.00	ss. County.			
V.CH)	ria Larx	ing application for an operator	r's license: #hat all	being first duly sworn on o	oath says that he is the
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### COLFAX POLICE DEPARTMENT

Village of Colfax

P.O. Box 417

Colfax, Wisconsin 54730

Supplemental - General License Application

Instructions: Fill in all blanks, if a blank doesn't apply to your situation; fill in with "NA". A \$5.00 Investigation Fee is due to the Village of Colfax when submitting this application. The Investigation Fee does not apply to: fermented beer; liquor, or on-off sale licenses. The fee, if applicable, will be instituted by the Village Clerk. Your receipt of this application will be accepted or denied within 72 hours (3 days) by the Colfax Police Department upon receipt of this application. This form is to be filled out in addition to any others required by the Village of Colfax. Any information on this application found to be false will be grounds for non-approval of this application. NOTE: If any further explanation is needed, please continue on back of application.

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Full Name-First, Middle, Last VICTONCI CON LOSSON
Business/Organization Name Wash
Full Prior Names (nicknames, maiden names, etc.
Date of BirthPlace of BirthPlace of Birth
Sex Race Height Weigh
Social Security No Driver's License No
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List three personal references, not related to you. Include name, address & phone number  1) religious for the content of the
Have you ever been a member of the Military Service? Discharge?
Education- include name of High School, location, grade completed and any training beyond high school.  Chippeira Med Technical College, O.E.D. minomorie  Lud-Start, B. Sybsychology menoncine
I certify that I am familiar with the laws, ordinances and regulations, and hereby agree, if granted a license, to obey all provisions of such laws. I further certify that all information included in this application is true, accurate and complete to the best of my knowledge.  Signature  Date
Official Use Only-Below This Line
Date Received 10/33/15 Date Approved 10/33/15 Date Denied
Date Received 10/33/15 Date Approved 10/33/15 Date Denied  Researcher CHIEF OF Police Approving Officer Signature Manual Folian

### **MISCONSIN**

# SELLER / SERVER CERTIFICATION

Trainee Name: Victoria Larson Date of Completion: 10/20/2015

School Name: 360training.com, Inc.

Certification # WI-30731

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

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



Corporate Headquarters 13801 Burnet Rd., Suite 100 Ausin, Texas 78727 P. 800-442-1149

### Village of Colfax

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

October , 2015 to December 31, 2015							
□ New or Æ Renewal							
(check one)							
License Application for							
Multiple Dogs (Kennel) License							
\$36.50/year per Kennel, plus \$5.00/animal over twelve (12) animals							
(all fees are non-refundable)							
1. Name of Applicant To Ann May tield							
2. Address 204 Viking Dr, Coltax							
3. Phone 715-962-4272 715-5510-5143							
4. Number of dogs							
<ul> <li>No residential unit shall own, harbor or keep in its possession more than a total of three (3) dogs or three (3) cats, or a combined total of six (6) dogs or cats in any residential unit without prior issuance of a kennel license by the Village Board, except that a litter of pups or kittens or a portion of a litter may be kept for not more than ten (10) weeks from birth.</li> <li>For additional information, see Village Ordinance Title 7, Licensing &amp; Regulations, Chapter 1, Licensing of Dogs &amp; Cats; Regulation of Animals.</li> </ul>							
I understand that because I have more than three (3) dogs at my residence, I must apply for a Kennel License. In submitting this application, I hereby agree to comply with the regulations imposed by the Village of Colfax Code of Ordinances. I understand the information requested on this form will be used by the Village of Colfax in the issuance of a license or processing of a renewal application. I understand the information supplied on this form will become public information when received by the Village of Colfax. I have no intention or agreement to transfer the license to another person or to allow any other entity to operate under the authority of the license. I hereby affirm that the foregoing statements are true and correct to the best of my knowledge and that I agree to comply with all the provisions of the Ordinance under which this license is granted.							
Signature of Applicant Date							
Office use only							
Date Application Received  Date Board Reviewed Application Approved / Denied License Number							

### **MEMORANDUM**



To: Village of Colfax Board Member

From: Lisa Fleming

Date: October 21, 2015 Project No.: 23-1527.00

Re: Additional Engineering Services Justification for 4<sup>th</sup> Avenue

This memo is to outline our request for additional engineering services for the 4<sup>th</sup> Avenue Project. We will start at what was the assumed basis for our initial contract. It is summarized in the table below.

The level of service was based on the agreed upon scope of having an inspector on site full time when underground work was going on, and the spot check the above ground work such as grading, gravel, curb and gutter, paving. We assume the contractor is going to work 10 hours per day on site, and that any travel time for us would be within that 10 hours.

TOB LILLE	MGR	ENG	DESIGNER	TECH 3	TECH 3	CLR
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Construction Administration						
Pre-Construction Conference	4	4				11
Board Meetings (assume 2)	4	0				
Progress Meetings (Assume 2)		4				
Change Orders/Pay Requests (Ass	2	6				
Sub Comp/Project Close-out		4				11
Final Walk-Through	2	3				
Record Drawings		4		4		
Miscellaneous		4				
SUBTOTALS	12	29	0	4	0	3
Construction Observation						
Sanitary Sewer		30				
Watermain		30				
Storm Sewer		20				
Grading		10				
Curb and Gutter		10				
Paying		10				
Misc and Final Walk through		40				
SUBTOTALS	\$ -	150	0	0	0	0
Construction Staking						
Control and Removals				5		
San Sewer				10		
Water Main				10		
Storm Sewer				10		
Curb and Gutter				10		
SUBTOTALS	O-	0	0	45	0	0

### Construction Administration

For prep and attendance we had 4 hours set aside. In the fall of 2014 we contacted the prime contractor numerous times and tried to get a start date. We made other inquires to find out his status on other projects to determine just when we might expect him. Ayres attended several Village Board meetings to present what little updated information we had. We finally got him to commit to a preconstruction conference, and at that time discussed whether it was feasible to start so late in the fall. The Village Board agreed it was not in the best interests of the Village to start so late, and allowed the contractor to delay work until the spring. This meant in 2015 another preconstruction conference was held to get the project rolling.

### Estimated additional time outside the scope of services:

Pre Con invite, notes and discussions in fall to get contractor to respond

Additional Board Meetings to update progress (2 additional)

Additional Public information meeting-Spring 2015

6 hours

4 hours

Additional time to document issues, meet with contractor, e-mail, go over pay estimates (many times they would be submitted three to four times, until we just filled them out as they could not manage to get the spread sheet correct, review requests, resulted in 10 hours each for the project manager, and the inspector.

### Construction Observation:

This item was the largest estimate level of effort. We estimated our time based on what production rates are for average contractors for a four block street. Generally the contractors in the area such as McCabe, A-1 Excavating, American Express, easily meet those production rates.

- 1. Sanitary Sewer-Estimated time was for 30 hours or about 3-10 hour days. Per the diary they spent 6 days installing the mainline and another day installing the services. Each day was an 11 hour day to be there 100% of the time they were working and travel time. This is an additional 33 hours of work.
- 2. Water Main-Estimated time was for 30 hours or about 3-10 hour days. Per the diary they spent 8 days for the installation or about an additional 55 hours of work, based on the 11 hours of work per day as we previously stated in 1.
- 3. Storm Sewer-We estimated it would take 2-10 hour days, but the diary indicates they spent 5.5 days. This is an additional 39 hours of work, again based on 11 hour days.
- 4. Grading-we estimated that we would be on site to stake and check the grade, however it was apparent in order to assure they met specifications we would have to be on site more often than the spot check estimated just before the gravel placement. Per the diary the contractor did earth work for 6 day, of which we made several trips to the site to verify the grading was being completed correctly and the subgrade was being prepped per specifications. Based on our records we spent an additional 15 hours for this task.
- 5. Curb and gutter-As you are aware the curb and gutter was installed and during fine grading operations for paving the contractor dinged the edges up and caused damage. This resulted in us having to make several trips to the site to discuss the problem with the contractor, mark out the damaged areas, and complete the installation of the new curb. This effort outside of the one day install that we budgeted for was an additional 3 days, and then the day they fine graded we were on site to observe that they did not damage it again. Additional effort was a total of 20 hours.

- 6. There was not agreement on the concrete quantities for the project, which resulted in us sending down an operator with a total station data collector to collect the information to put the argument to rest. It took the additional time to gather the data and then provide a print out to the contractor. The prime contractor is responsible to deal with his subs, but in this case just kept passing the issue to Ayres. If we had not gone ahead and completed this work the argument would have dragged on for months costing much more additional time. Additional effort was 8 hours.
- 7. Contractor required the staking of the center line for fine grading, typically the contractor can do this himself by shooting the curb line and using the plan to figure the elevation out, and use a laser level to accomplish this. It is in the specifications that we set one line (which is generally the curb line) and if the contractor wants more stakes he needs to either do it himself or hire it done. This contractor again does not follow the specifications, and after much discussion and trying to get them to meet their contract obligations, we just gave in to get a quality project and went and staked the centerline. Additional level of effort was 6 hours.

This accounts for the days they worked and were on site. There were many days they did not work but we were checking in daily, numerous times, with them on status through phone or e-mail, and many days we were on call in case they decided to work. They did not call us-we had to track them down and hope they answered cell phones. There were several days too where they did not notify us in time that they were not working, and we went to the job site anyway-resulting in lost time.

Excluding the Fridays they never worked (which we did other work outside of this project) and adding in the time it took to track down the information for the no work, or no show a total of 30 hours was added to our level of effort.

This additional work also results in additional mileage to and from Colfax, based on the above we had an additional 25 trips to the site from Eau Claire, which added cost for mileage to the project.

Lastly as part of their contract they are to provide record drawing information. They have not done that, and we traditionally have a hard time getting that information from them. Knowing that, I directed on site staff to maintain a record so that we are able to provide the Village a set of drawings for future use. As we were onsite anyway there is no additional time associated with this task. I wanted to point out another area where the contractor fails to fulfill his contractor obligation. I have included the updated spread sheet with this additional work.

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Pre-Construction Conference	4	Û		2		1	
Board Meetings (assume 2)	4	Ð					
Progress Meetings (Assume 2)							
Change Orders/Pay Requests (As:	sume 1 Eac	h)			,	.,	
Sub Comp/Project Close-out							
Final Walk-Through				wppg=pi=0-0-0-1-1-1-1			
Record Drawings							
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SUBTOTALS	18	0	0	12	0	1	0
Construction Observation							
Sanitary Sewer		0		33			
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Storm Sewer		0		39		_	
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Curb and Gutter		0		20			
Paving		0-					
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SUBTOTALS	\$ -	0	0	74	0	0	0
Construction Staking							
Control and Removals							
San Sewer							
Water Main							
Storm Sewer							
Curb and Gutter							
Staking Centerline				44			ļ
No show, No Work	0			30			
Documentation				8			
SUBTOTALS	0	0	0	42	0	0	D

Total additional costs to deliver this project was \$22,000.

This contract had a total of 70 calendar days. This time is established by standard production rates experience, plus a few added days for weather delay and possible machine breakdown. The 70 calendar days was more than adequate time to complete the project. The time was not an issue during the bidding process, nor was time ever brought up by the prime contractor until it was obvious they could not make the deadline-and that was when we finally pointed out to them they only had two weeks left. As an example of the lack of forethought on their part, had they worked Fridays and made an effort to work longer days (in one instance if they had worked 2 more hours they would have completed the storm sewer on Thursday, and been ready to grade the road on Friday, but that delay plus not working Friday put them to the following Tuesday before they started earth work-a loss of 4 calendar days) they could have completed this work in relatively dry weather, and under the 70 days allotted to them.

The total time they spent on this project was for 107 calendar days (April 6, 2015-July 21, 2015). This results in a total contract overrun of 107-70 = 37 calendar day over run. At 37 days  $\times$  \$770 (liquidated damages) = \$28,490. However the liquidated damages is not to be punitive, but only to cover the additional costs borne by the Owner. I recommend that you charge 28.5 days  $\times$  \$770/ day for a total of \$21,945. This would cover the costs of additional engineering that was required to complete this project.

We take responsibility for the lack of communication on our part as these issues developed. As Project Manager I should have been keeping you better informed. I fell short in that area. For that I apologize. I have no reason that would justify not making more of an effort, and should the Village continue to work on other projects with Ayres Associates I will improve my skills in this area.

I would like to also point out that the time I spent on this project was much greater than the time shown in the spread sheets. I donated the time to the project after hours when I drove down to look the job over. I spent a lot of time pulling out all the above information —again not charging the project for this level of effort.

Lastly, sometimes there is a perception that the engineer "controls" the work and the contractor. We do not. The contractor is solely responsible for his means and methods per the written contract between the owner and the contractor. Our contract is with the owner directly, and the only recourse we have to being made whole is to work through our contract with the Owner to be covered for this work. We do not have a contract with the contractor and do not have a means to hold them accountable.

While it is difficult to evaluate bids, and justify why the Owner does not take the low bid to the public, based on past performance and experience with the bidders, the Owner needs to take careful consideration of the responsible bidder. We have learned our lesson as a company, and while we will not direct any Owner not to accept this company in the future, we will, if the Owner chooses this company, be revisiting our proposed level of effort before the work starts and possibly be asking for an amendment immediately. We cannot be held accountable for a company that is unorganized, and not committed to meeting the contract obligations they have signed up for, and one where we have no contractual connection to that company to ensure we are paid for the level of work we do.

We feel that we have been a good partner with the Village, have worked hard to make sure we monitored the contractor to provide you with a quality project that you contracted for, while minimizing the level of effort to be as efficient as possible. We therefor respectively request that through the process you withhold the 28.5 day of liquidated damages for a total of \$21,945, and amend our contract for the same amount to cover the additional level of service.

Thank you for your consideration in this matter.



### UNIT PRICE APPLICATION FOR PAYMENT

			11100	Design A New		00 4507 00	
Project:			nd Utility Improvements	Project No:		23-1527.00	1.1000 - 1
Owner:		Village of Colf		Contract Fo			nd Utility Improvements
Contractor	:	RM SCHLOSS	SER EXCAVATING LLC	Contract Da		June 25, 2014	4
Application	No:	3 - FINAL	+	Period Begi	nning:	June 1, 2015	
Application	Date:	September 29	, 2015	Period Endi	ng:	July 22, 2015	
Chang	e Order	Summary	Dollars			POWER ATTO BURNING WARRING WARRING WARRING	Time
			Additions De	eductions	Add/D	educt (Days)	Original Completion Date:
		ers Approved hs By Owner	\$797.16				June 15, 2015
Change	Orders	This Period					
Number	Аррг	oved (Date)					
3	Jun	e 15, 2015	(\$1	0,921.50)			
		·	·				
							New Completion Date:
			/640 404 24\			0	June 15, 2015
Net Chang			(\$10,124.34)				
Net Chang	e by Ch	ange in Final C	Quantities		•••••		(\$31,004.15)
Contract P	rice (Su	m) to Date			,,	**************	\$295,548.36
Total Com	pleted A	mount to Date	- (Col. J on Continuation Sh	eet)			\$295,548.36
Material St	uitably S	Stored Not Inco	rporated Into Work (Col. K	on Continuat	ion She	et)	\$0.00
Total Com	pleted a	nd Stored to Da	ate (Col. L on Continuation	Sheet)	•••••		\$295,548.36
Less 5% R	Retainag	e to 50% Comp	olete		g:::::::::::::::::::::::::::::::::::::		\$0.00
Amount Du	ue Less	Retainage	******************************		55 d	apue	\$295,548.36
Less Previ	ous Pay	ments	olete			21,945,	\$149,869.44
CONTRAC	TOR'S	CERTIFICATIO	N:	1000	~~	A	-21,945,00
Contract ref prior Applica by this App	erred to a ations for lication for	above have been Payment; (2) tit or Payment will	applied to discharge Contraction and work with the conference of payers to was	tor's legitimate leguipment incomment free and	obligatio orporated clear of	ns incurred in co i in said Work of all liens, securi	nnection with Work covered by r otherwise listed in or covered ty interest, and encumbrances uch lien, security interest, or
Onoundran	20), WIW (	,o, a		ZĒ.		(. l <b>(</b> - 11 - 11 - 11 - 11 - 11 - 11 - 11 - 1	Documents and not defective.
		4	PUBLIC :	₹-₫@pscuped	anu sw	rorn to before r	20 /5
n /	3. M	Contracto	That I WE WAR IN THE WAR	VI WILL		10 hors	Notary Public
ву:	(A)	uthorized Signatu	re and Title)	: — •	-	Pepin	County, WI
Date: /	0~	1-15	, = , , , , , , , , , , , , , , , , , ,	My Commis	ssion ex	pires	0119/2016
RECOMM	ENDED			APPROVE	D:		
1,200,,,,,,						_	
ву:	ysal-	Architect/Eng	my'	. By:	//	Owner hthorized Signatu	ro and Titla)
Date:	OG	thorized Signatu	17, 2010	Date:			io and Tito/
	□ Own			A/E Fleld R	ер. 🏻		
Make Payr	ment to:	RM SCHLOS	SER EXCAVATING, LLC				

### CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

Project: 2014 Street and Utility Improvements Project No: 23-1527.00 Contract For: 2014 Street and Utility Improvements Contract Date: June 25, 2014

Application No: 3 - FINAL
Application Date: September 29, 2016
Period Beginning: June 1, 2015
Period Ending: July 22, 2015

	Contract Date,					·····		a midnig.			<u> </u>
Item	Description of Work	Unit	Approx.	Unit	Total		ipleted Qua	Name and Address of the Owner, which the	Completed	Stored	Completed
No.			Quantity	Price	Price	Previous	This	Total	Amount	Material*	& Stored
						Period	Period	to Date	4.0	440	To Date
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(1)	(J)	(K)	(L) = (J + K)
1	Mobilization	L.S.	1	\$7,000.00	7,000.00	0.6	0.4	0.33	7,000.00		7,000.00
2	Soil, Pavement, and Concrete Testing	L.S.		\$2,000,00	2,000.00		0.33	0.33	660.00 1,500,00		660.00 1,500,00
3	Traffic Control	L.S.	1	\$1,500,00	1,500,00	0,5	0,5	1	1,000,00		0,00
	Slit Fence	L.F.	100	\$2.00	200,00 1,000,00	<u> </u>	ļ <i>-</i>		500,00		500,00
5	Stone Tracking Pad	Each	22	\$500,00	805.00			11	.500,00 605.00		805.00
	Inlet Protection	Each I.D.	11 300	\$55.00 \$28.00	8,400.00	<b> </b>	283	283	7,924.00		7,924.00
	Clearing and Grubbing		340	\$3.00	1,020,00	<u> </u>	340	340	1,020,00		1,020.00
	Pavement Saw Cutting Remove Existing Asphaltic Pavement	L.F. S.Y.	3,405	\$1,50	5,107.50	3405		3405	5,107.50		5,107,50
- 9	Remove Existing Asphalic Pavement Remove Existing Concrete Curb and Gutter	L.F.	20	\$5.00	100.00	20		20	100.00		100.00
19	Remove Existing Concrete Remove Existing Concrete	S.Y.	208	\$4.50	936.00		208	208	936,00		936,00
	Remove existing Concrete Remove and Salvage Existing Retaining Wall	L.S.	1 7	\$400.00	400.00			1	400,00		400.00
12	6" Water Main PVC	L.F.	15	\$39.00	585.00	12		12	468.00		468.00
13	8" Waler Main PVC	L.F.	1,026	\$28.00	28,728.00	1019		1019	28,532,00		28,532,00
15	6" Valve and Box	Each	1	\$1,400.00	1,400.00	1		1	1,400.00		1,400.00
	8" Valve and Box	Each	5	\$1,500.00	7,500,00	5		5	7,500.00		7,500.00
	Hydrant	Each	1	\$3,500.00	3,500.00	1			3,500.00		3,500.00
18	Connect to Existing Water Main	Each	4	\$1,200.00	4,800.00	4		4	4,800.00		4,800.00
	1" Waler Service	L.F.	360	\$25.00	9,000,00	339		339	8,475.00		8,475,00
	1" Corp Stop, Curb Stop, and Box	Each	11	\$275.00	3,025.00	11		11	3,025.00		3,025.00
21	Water Service Reconnection	Each	11	\$65,00	715.00	11		11	715,00		715.00
221	8" Sanitary Sewer PVC	L.F.	995	\$27,00	26,865.00	993		993	26,811.00		26,811.00
	Connect to Existing Sanitary Sewer	Each	4	\$400.00	1,600.00	4		4	1,600.00		1,600.00
	48" Sanitary Manhole	V.F.	18.5	\$220.00	4,070,00	18.5		18.5	4,070.00		4,070,00
	Sanitary Manhole Casting	Each	2	\$500,00	1,000.00	2		2	1,000,00		1,000.00
26	6" Sanitary Lateral	L.F.	340	\$24.00	8,160.00	360		360	8,840.00	<b>.</b>	8,840.00
27	6" Wye	L.F.	11	\$65.00	715.00	12		12	780.00		780.00
	Sanitary Lateral Reconnection	Each	11	\$50.00	550,00	12		12	600,00		600,00
	Tracer Wire Access Box	Each	11	\$75.00	825,00		12	12	900.00		900,00
30	12" Storm Sewer PE	L.F.	215	\$25.00	5,375.00	138		138	3,450.00		3,450.00
31	15" Storm Sewer PE	L.F.	26	\$31.00	806,00	26		26	806.00		806.00
	18" Storm Sewer PE	LF.	636	\$34.00	21,624.00	525		525	17,850,00		17,850,00
33	24" Storm Sewer PE	L.F.	70	\$36,00	2,520,00	65		85	2,340,00		2,340,00
34	60" Storm Manhole	V.F.	5,8	\$550,00	3,190.00			0	0,00		0,00
35	48" Storm Manhole	V.F.	12	\$220.00	2,640.00	12		12	2,640.00		2,640,00
36	Storm Manhole Casting	Each	5	\$550.00	2,750.00	4		4	2,200.00	,	2,200,00
37	Curb Inlet with Casting	Each	9	\$1,400.00	12,600.00	9		9	12,600.00		12,600.00
38	Area Inlet with Casting	Each	2	\$850,00	1,700,00	2		2	1,700,00	<b></b>	1,700.00
39	18" Pipe Plug (Storm Sewer)	Each	1 1	\$100.00	100.00	1 2		1 200	100.00		100.00
	2" Trench Insulation	S.F.	160	\$1.40	224,00	352		352	492.80	L	492,80
	Roadway Earthwork	L,S,	1	\$16,900.00	18,900.00		<u></u> : <u>1</u>	1	18,900.00		16,900.00
	Excavation Below Subgrade	C.Y	500	\$10.00	5,000,00		346	346	3,460.00 6,330.00		3,460.00 6,330.00
	Geotextile Stabilization Fabric	S.Y.	4,220	\$1,60	6,330,00		4220	4220	6 <sub>1</sub> 330,00	· <del></del> ·	
	12" Granular Subbase Course	S.Y.	4,005	\$3,90	15,619.50		0	0	0,00 554,40		0,00 554,40
	6" Base Course	S.Y.	40	\$2.80	112.00		198	198 4142	11,597,60		11,597.60
	8" Base Course	S.Y.	4,005	\$2.80	11,214.00		4142		11,597.60	•• ••	
	2" Asphaltic Concrete Paving	S.Y.	_30	\$22,00	660,00			0	38,937,85		0,00 38,937.85
	3" Asphalile Concrete Paving	<u>s,</u> Y	3,405	\$11.27	38,374,35		3455	3455	16,396,80		16,396,80
	30" Concrete Curb and Gutter	L.F.	1,800	\$9,15	18,470.00		1792	1792 1668.2	9,164.10		9,164.10
50	Concrete Driveway Paving	S.F.	1,800	\$5.50	9,900.00		1666.2				
51	4" Concrete Sidewalk	S.F.	120	\$4.50	540.00		128.7	128.7	579.15		579.15
	4" Underdrain Pipe	L.F.	1,800	\$6.00	10,800.00		1514	1514	9,084.00		9,084.00
	Turf Replacement	L,S,	. 1	\$9,000,00	9,000,00				9,000,00		9,000.00
CO.2	Televise Sanitary Sewer	L.F.	949	\$0.84	797.16		949	949	797.16		797.16
								0	0,00		0,00
	Subtotal or Total				326,552.51	Ulayara primary de Aldre			295,548.36	0,00	295,548.36

<sup>\*</sup> If applicable, attach receipts or other proof of ownership or litle to stored products

### AMENDMENT TO AGREEMENT

Amendment dated October 24, 2015

The Agreement for Professional Services made as of October 14, 2014 between Village of Colfax (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54710 (CONSULTANT) is hereby amended as set forth below.

Delete the following from the agreement:

The Construction Phase services estimated fees are based on the following:

- Staking sanitary sewer, storm sewer, watermain and curb and gutter one time, with the contractor responsible for any re-staking due to his actions. Estimated 4 survey crew days.
- Full-time construction observation during utility construction and part-time observation for street construction. Estimated 150 hours.
- Construction duration of no more than 60 calendar days from "Notice to Proceed."

The estimated fees for construction phase services are as follows:

Construction Administration \$4,800 Construction Staking/Observation \$16,000

Construction Phase Total \$20,800

Add the following to the agreement:

The Construction Phase services estimated fees are based on the following:

See attached justification for further information
The estimated fees for construction phase services are as follows:

Construction Administration \$ 8,800.00
Construction Staking/Observation \$33,945.00
Construction Phase Total \$42,745.00

nave made and ex e.	recuted this Amendment to Agreement
,	Ayres Associates Inc
	CONSULTANT
(Signature)	Susa a. Plenina
(Typed Name)	Lisa A. Fleming, PE
(Title)	Manager Municipal Services
(Date)	October 24, 2015
	e. (Signature) (Typed Name) (Title)

### 10/26/2015

These are the recommendations of Expert Tree Service and Science, Menomonie, WI, for the basswood tree located in park area south of 613 Main Street, in the Village of Colfax.

### Prior to construction:

- 1. Create a tree protection zone. Erect a temporary fence around the basswood tree. This fence should extend to at least the dripline of the tree.
- 2. Conduct any pruning that is needed to allow access for construction equipment.
- 3. Mulch entire tree protection zone, prior to excavating, with shredded bark mulch 2-3" thick.

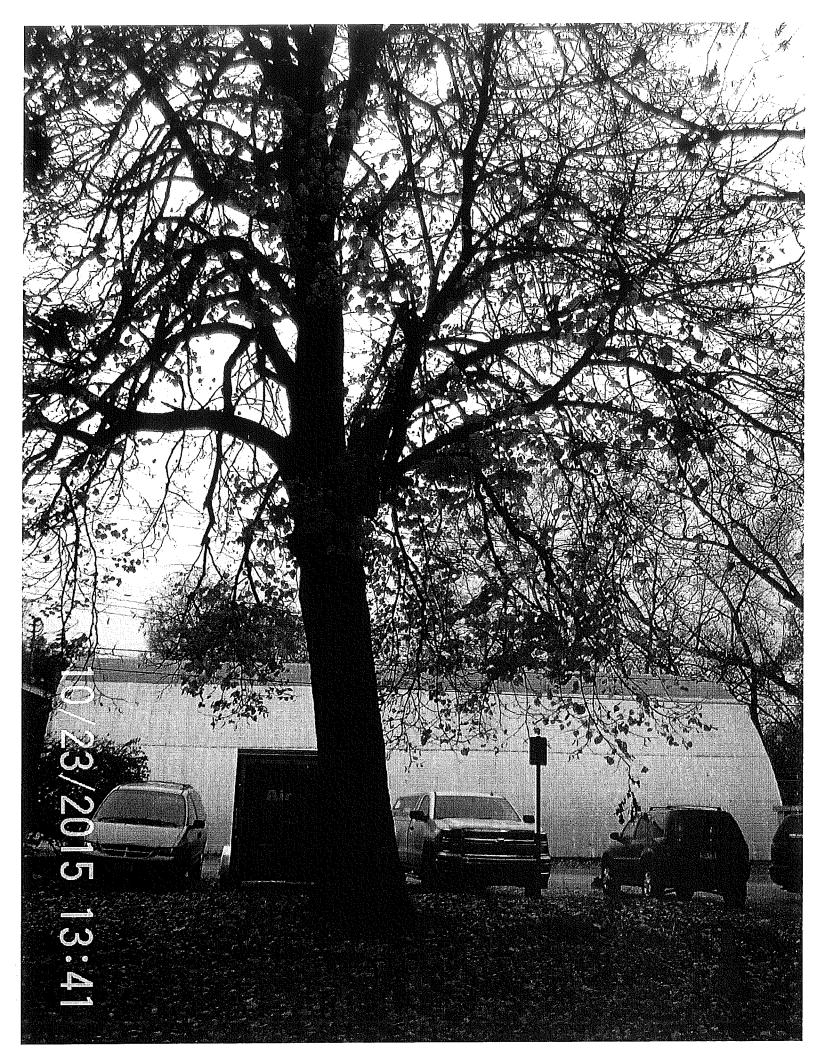
### **During construction:**

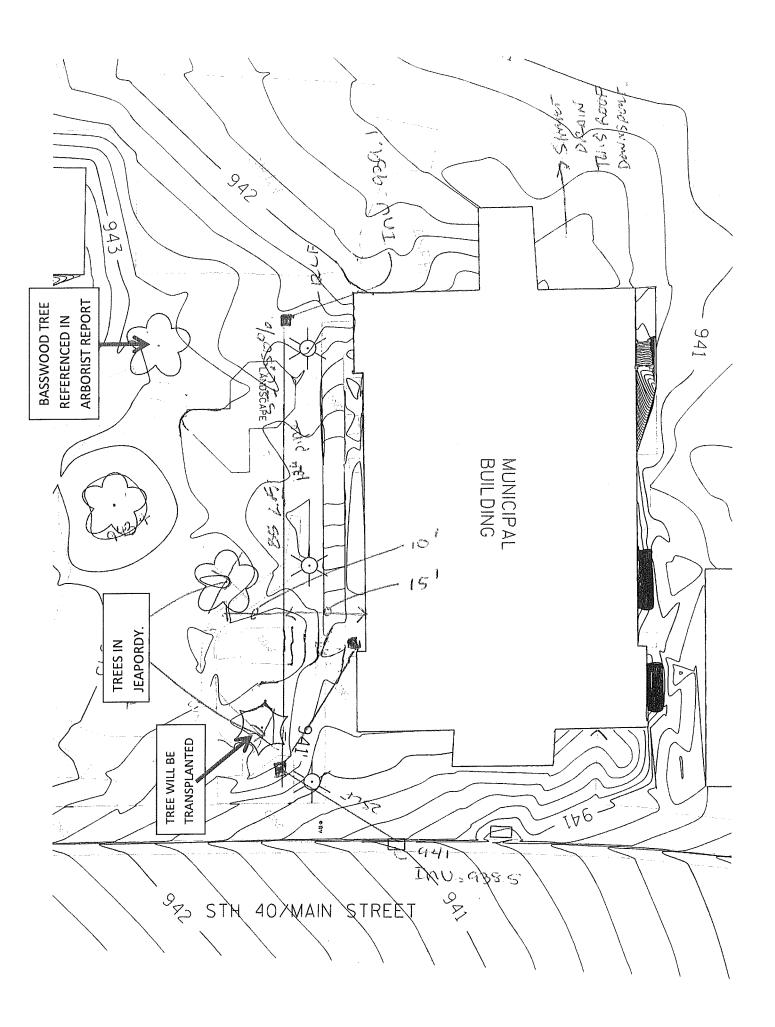
- 1. No equipment or materials should be piled within the tree protection zone.
- 2. Do not allow cement truck washout near or within the tree protection zone.
- 3. Any limb breakage that occurs during construction should be immediately and properly pruned.
- 4. Excavation near base of basswood tree should be done slowly so that no large structural roots are damaged and pulled. Any roots that are exposed during excavation, especially the large structural roots, should be immediately pruned to prevent being torn back to main trunk.

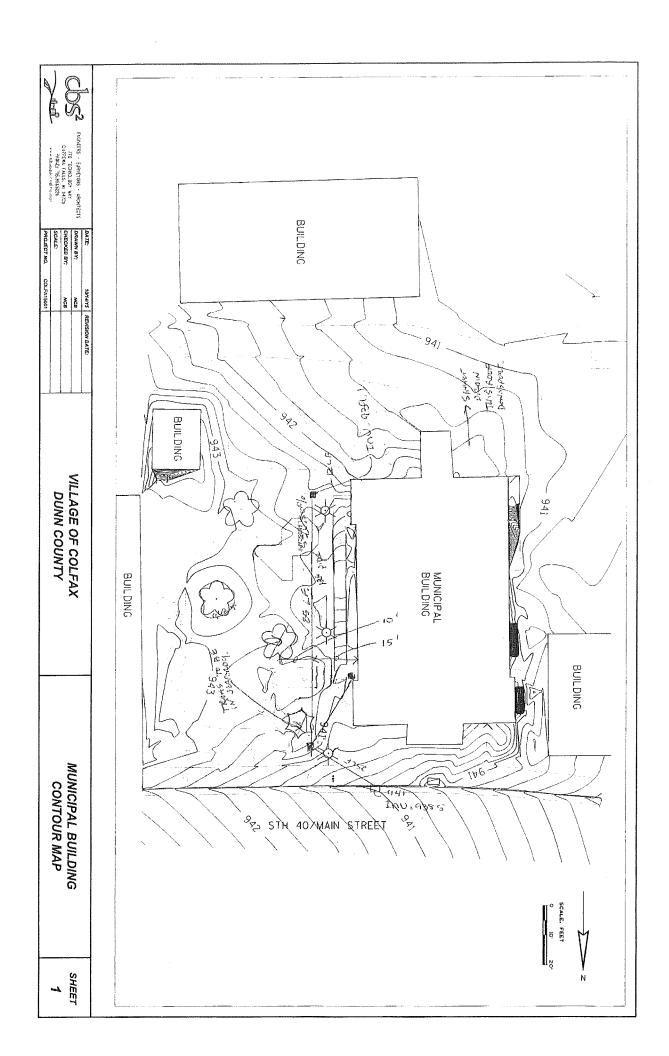
### After construction:

- 1. Back fill construction zone with similar soil that was originally excavated during construction.
- 2. Treat with Cambistat Growth Regulator. This will enhance fine fibrous root growth and limit canopy expansion.

Please direct any questions to Mark Schartau, ISA certified arborist, WI-0233A. 715-760-1973.









### Megan Mittlestadt

**Dunn County Treasurer** 

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

September 21st, 2015

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

Dear Lynn,

Enclosed is the agreement to have the Dunn County Treasurer's Office collect the first installment of real estate and personal property taxes for the Village of Colfax. Please note two changes in the contract this year:

- 1) Section D2 has been updated to reflect the resolution for Tax Settlement passed in June 2015. The resolution requires the County to pay all special charges *and* special assessments in full except for any unpaid parcels with special charges or special assessments exceeding \$7,500.
- 2) Section previously titled as E9 has been removed. We will no longer send a receipt unless requested by the taxpayer. We moved to this practice in July of 2015 and it went smooth with very few complaints.

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

Please call if you have any questions.

Sincerely,

Megán Mittlestadt Dunn County Treasurer

Meran Mitterthat

### **AGREEMENT**

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

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

### WITNESSETH:

### A. AGENCY RELATIONSHIP CREATED.

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

### B. TAX BILL PREPARATION.

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

- 2. On or before the eleventh day of December, the County shall prepare the tax bills for the Village in accordance with law. The tax bills shall specify the first installment payment date to be on or before the following January 31, at which time one-half of the real property taxes, personal property taxes as prescribed in Wis. Stats. s. 74.11, the full amount of the billed special assessments and the full amount of the billed special charges and delinquent utilities will be due.
- 3. The County shall use mailers or provide tax bill envelopes and mail the tax bills therein, within ten (10) working days after receiving mill rates, special assessments, special charges and delinquent utilities from the Village. The Village agrees to pay the County by January 31st of each year two dollars and twenty-five cents (\$2.25) for each tax bill prepared for real and personal property. The County shall also include in the mailing information required to be provided by the Village such as tax payment directions.

### C. SETTLEMENT PROCEDURES.

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

### D. GENERAL PROVISIONS.

- 1. The County agrees to provide adequate staffing during the tax collection periods to effectively handle the volume of taxpayers making payments.
- 2. The County agrees to pay the Village an amount equal to all special charges and special assessments levied by the Village and appearing on the tax roll for that year except that unpaid special charges and/or special assessments shall only be settled in an amount not to exceed \$7,500 per individual parcel.
- 3. The Village agrees to collect delinquent personal property taxes as prescribed in Wis. Stats. s. 74.11 (b), subject to charge back provisions of Wis. Stats. s. 74.42.
- 4. This Agreement shall be for a period of one (1) year beginning November 1, 2015 through October 31, 2016.
- 5. The Village shall authorize any corrections to the tax roll.
- 6. The Village agrees that this Agreement will be only for a two (2) installment plan, not a three (3) part property tax collection plan.
- 7. The Village agrees to indemnify, save and hold harmless the County, its officers, agents and employees, from and against all losses, damages, costs, charges, expenses (including attorneys fees), causes of action, suits, claims (including claims under any workers compensation or occupational disease law), demands, judgments and liabilities arising under this Agreement, which is not due to the negligence or other fault of the County.

### E. COLLECTION PROCEDURES.

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

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

2. The County shall collect, in the manner provided by law, all payments of real

property taxes, special charges, special assessments, delinquent utilities and personal

property taxes as agent for the Village. The County is responsible for these payments

and is bonded in sufficient amount to cover the amount of such payments.

3. Payments received at the Village Hall on or before December 31st and January 31st

of each year, shall be certified as timely by the Village and shall be transmitted to the

County on the following work day.

4. The Village shall accept advance payments of taxes pursuant to Wis. Stats. s. 74.13.

6. General tax and payment information shall be available only from the County

Treasurer's Office.

7. Notices required or deemed advisable under the terms and conditions of this

Agreement shall be addressed in writing and delivered personally or via certified

mail, return receipt requested, upon the following representatives of the parties

hereto:

Upon the County:

Julie Wathke

County Clerk

**Dunn County Government Center** 

800 Wilson Avenue

Menomonie, WI 54751

Upon the Village:

Lynn Niggemann

Village Administrator/Clerk/Treasurer

613 Main Street, P.O. Box 417

Colfax, WI 54730

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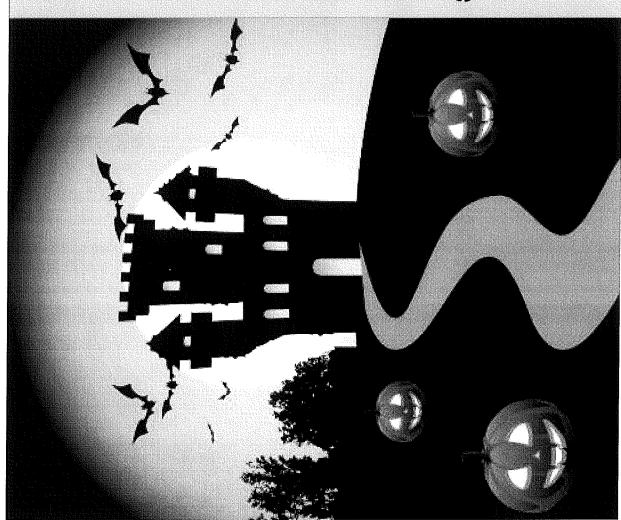
### F. SUBSEQUENT CHANGES IN STATE LAW

**DUNN COUNTY** 

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

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

	Date:
Julie Wathke	
County Clerk	
	Date:
Megan Mittlestadt	
County Treasurer	
	Date:
Steven Rasmussen	
County Board Chairman	
	Date:
Eugene C. Smith	
County Manager	
VIII LACE OF COLEAN	
VILLAGE OF COLFAX	
	Date
Lynn Niggeman	
Village Administrator/Clerk/Treasurer	
	Date
Scott Gunnufson	
Village President	



## Happy Halloween from the Village of Colfax

Please Be Safe!

Trick or Treat Hours

4:00 PM to 7:00 PM

Saturday, October 31, 2015

### POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 10/12/2015 From Account: Thru: 10/25/2015 Thru Account:

Check Nbr	Check Date	Payee	Amount
72378	10/20/2015	DNR	45.00
72399	10/15/2015	ARAMARK UNIFORM SERVICE, INC	302.53
72400	10/15/2015	BAKER & TAYLOR	745.69
72401	10/15/2015	BEST BUY BUSINESS ADV. ACCT.	864.99
72402	10/15/2015	CEDAR COUNTRY CO-OP	1,297.78
72403	10/15/2015	CHAD LEWIS	300.00
72404	10/15/2015	CHARTER COMMUNICATIONS	177.17
72405	10/15/2015	COLFAX MESSENGER	624.70
72406	10/15/2015	COMMERCIAL TESTING LAB	425.00
72407	10/15/2015	DEMCO INC	272.55
72408	10/15/2015	DONALD KNUTSON	37.35
72409	10/15/2015	DUNN CO HIGHWAY DEPT	684.50
72410	10/15/2015	DUNN COUNTY RECYCLING	1,362.30
72411	10/15/2015	DUNN ENERGY COOPERATIVE	87.00
72412	10/15/2015	E.O. JOHNSON	15.54
72413	10/15/2015	GALE/CENGAGE	99.41
72414	10/15/2015	GEORGE ENTZMINGER	100.00
72415	10/15/2015	HAWKINS, INC.	991.00
72416	10/15/2015	HYDROCORP	889.00
72417	10/15/2015	INDIANHEAD FEDERATED LIBRARY SYSTEM	299.00
72418	10/15/2015	KARL'S CHEVROLET	821.55
72419	10/15/2015	KYLES MARKET	9.53
72420	10/15/2015	L.W. ALLEN, INC	18.32
72421	10/15/2015	MCCARTHY WELL COMPANY	630.00
72422	10/15/2015	MICRO MARKETING LLC	29.99
72423	10/15/2015	MIDAMERICA BOOKS	219.45
72424	10/15/2015	MODERN MARKETING	272.53
72425	10/15/2015	PUBLIC SERVICE COMMISSION OF WI	232.26
72426	10/15/2015	RACHEL OTTINGER	10.00
72427	10/15/2015	RIHN CONSTRUCTION	125.00
72428	10/15/2015	S & S GLASS	402.84
72429	10/15/2015	SCHOFIELD, HIGLEY & MAYER	325.00
72430	10/15/2015	TAINTER MACHINE	85.00

10/23/2015 11:27 AM

Reprint Check Register - Quick Report - ALL

Page:

21,818.62

2

ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Grand Total

Posted From:

From: 10/12/2015 Thru: 10/25/2015 From Account: Thru Account:

Check Nbr Check Date Payee Amount 72431 10/15/2015 VIKING DISPOSAL 154.00 72432 10/15/2015 VILLAGE OF COLFAX 444.57 72433 10/15/2015 WEX BANK 578.74 72434 10/15/2015 WISCONSIN TAXPAYERS ALLIANCE 95.00 72435 10/15/2015 ZEMPEL APPRAISAL SERVICE 800.00 EFTPS 10/22/2015 EFTPS-FEDERAL-SS-MEDICARE 4,990.89 WIDOR 10/22/2015 WI DEPARTMENT OF REVENUE 758.47 AMAZON 10/25/2015 AMAZON.COM 819.41 WISCONSIN DEFERRED COMPENSATION WIDCOMP 10/22/2015 30.00 10/16/2015 VERIWIRE VERIZON WIRELESS 305.41 WEENERGIES 10/12/2015 WE ENERGIES 11.09 WEENERGIES 10/12/2015 WE ENERGIES 29.06