

**Village of Colfax
Plan Commission Meeting Agenda
Monday, June 5, 2017
5:30 p.m.
Village Hall, 613 Main Street, Colfax WI**

1. Call to order
2. Roll call
3. Public Appearances
4. Industrial Park Discussions
 - a. Review potential rail spur designs
 - b. Review potential rail spur costs
 - c. What is/are the next step(s)?
5. Village Land Sale Discussions
 - Appraisal is scheduled for June 20, 2017
 - Sealed Bid/Public Auction/State Surplus Auction Site
 - Bid Conditions
 - Any concerns
 - a. Soo Park
 1. Railroad Museum Proposal Review
 2. Development Agreement terms
 3. Other Considerations
 - b. Salt Shed Land
6. Any other business to be considered
7. 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 Niggemann, Village 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.

Colfax Clerk Treasurer

From: Michael C. VanDeVyvere <mvandevyvere@twm-inc.com>
Sent: Thursday, April 20, 2017 5:30 PM
To: Lynn Niggemann (ClerkTreasurer@villageofcolfaxwi.org)
Cc: Matthew E. Chrapek
Subject: Answering Village of Colfax Questions, 4 Concept Plans, Total Conceptual Cost, 10% design cost
Attachments: Colfax Cost Estimate.xlsx; Option 1 CN Railroad-Village of Colfax track options.pdf; Option 2 CN Railroad-Village of Colfax track options.pdf; Option 3 CN Railroad-Village of Colfax track options.pdf; Option 4 CN Railroad-Village of Colfax track options.pdf

Lynn,

Please find the following information to help answer your questions:

- Question No. 1 can be answered by: How far can the proposed tracks be placed on the customers property? What would it take to design a track on a piece of property? TWM plans on getting as close at 10 feet to property line with end of proposed tracks. Please see concept drawings.
- Question No. 16 can be answered by: 10% of the total **design** cost for the CN Railroad requirements? It is estimated that the cost to provide a 10% conceptual plan to be given to the CN RR is \$5000+ includes a Field Inspection Trip.
- I have included a **total** conceptual estimate that is "general in concept". Please find the attached spread sheet that shows each option's cost estimate.
- I have included 4 schematic/conceptual option drawings for your viewing. Here an explanation for each option:

Option 1: Proposed *Lead Track* breaks out of CN Railroad's most southerly track west of the Railroad Ave Road Crossing. The proposed lead crosses Railroad Ave. and heads in a southeasterly direction. The Proposed Lead continues southerly and ends at the Village of Colfax's south city limits. The proposed lead track can be shortened where *Timber Tech's* proposed track begins. There is an option to have a 642'+/- tail track.

To serve *Woods Run*, a proposed track will break out of the Proposed Lead on CN Railroad's Right of Way. The track will continue in a southeasterly direction and parallel the Woods Run West property line.

To serve *Anderson Bridges*, a proposed track will break out of the Proposed Lead and continue heading in a southeasterly direction and run parallel to Bremer Ave. The proposed Anderson Bridges track will end on the west edge of Willow Street.

To serve *Timber Tech*, there is no need to have a turnout due to being the end of the proposed Lead. The proposed Timber Tech track runs in a southeasterly direction then, parallels Bremer Ave and ends on the south side of Timber Tech's buildings.

To serve a Future Company, the proposed track will break out of the Proposed Lead and continue heading in a southwesterly direction and runs parallel to Bremer Ave heading west and ending at the West Village of Colfax's city limits.

Option 2: Proposed *Lead Track* breaks out of CN Railroad's most southerly track east of the Railroad Ave Road Crossing. The proposed lead heads in a southeasterly direction. The Proposed Lead continues southerly and ends at the Village of Colfax's south city limits. The proposed lead track can be shortened where *Timber Tech's* proposed track begins. There is an option to have a 642'+/- tail track.

To serve *Woods Run*, a proposed track will break out of the Proposed Lead on CN Railroad's Right of Way and runs parallel to the CN RR most southerly track at 15' track centers. The track will continue in a southeasterly direction and parallel West 3rd Avenue and head in the easterly direction where it will end 10 feet from the Woods Run east property line.

To serve *Anderson Bridges*, a proposed track will break out of the Proposed Lead and continue heading in a southeasterly direction and run parallel to Bremer Ave. The proposed Anderson Bridges track will end on the west edge of Willow Street.

To serve *Timber Tech*, there is no need to have a turnout due to being the end of the proposed Lead. The proposed Timber Tech track runs in a southeasterly direction then, parallels Bremer Ave and ends on the south side of Timber Tech's buildings.

To serve a Future Company, the proposed track will break out of the Proposed Lead and continue heading in a southwesterly direction and runs parallel to Bremer Ave heading west and ending at the West Village of Colfax's city limits.

Option 3: Proposed *Lead Track* breaks out of CN Railroad's most southerly track east of the Railroad Ave Road Crossing. The proposed lead heads in a southeasterly direction. The Proposed Lead continues southerly and ends at the Village of Colfax's south city limits. The proposed lead track can be shortened where *Timber Tech's* proposed track begins. There is an option to have a 642'+/- tail track.

To serve *Woods Run*, a proposed track will break out of the Proposed Lead on CN Railroad's Right of Way and runs parallel to the CN RR most southerly track at 15' track centers. The track will continue in a southeasterly direction and parallel Willow Street and head in a southerly direction where it will end opposite of 5th Ave. The track is located just west of Woods Run property.

To serve *Anderson Bridges*, a proposed track will break out of the Proposed Lead and continue heading in a southeasterly direction and run parallel to Bremer Ave. The proposed Anderson Bridges track will end on the west edge of Willow Street.

To serve *Timber Tech*, there is no need to have a turnout due to being the end of the proposed Lead. The proposed Timber Tech track runs in a southeasterly direction then, parallels Bremer Ave and ends on the south side of Timber Tech's buildings.

To serve a Future Company, the proposed track will break out of the Proposed Lead and continue heading in a southwesterly direction and runs parallel to Bremer Ave heading west and ending at the West Village of Colfax's city limits.

Option 4: Proposed *Lead Track* breaks out of CN Railroad's most southerly track east of the Railroad Ave Road Crossing and 100' from the existing Railroad Spur Track Turnout. The proposed lead heads in a southwesterly direction. The Proposed Lead continues southerly and ends at the Village of Colfax's south city limits. The proposed lead track can be shortened where *Timber Tech's* proposed track begins. There is an option to have a 642'+/- tail track.

To serve *Woods Run*, a proposed track will break out of the Proposed Lead on CN Railroad's Right of Way. The track will continue in a southwesterly direction and parallel Willow Street and head in a southerly direction where it will end opposite of 5th Ave. The track is located just west of Woods Run property.

To serve *Anderson Bridges*, a proposed track will break out of the Proposed Lead and continue heading in a southeasterly direction and run parallel to Bremer Ave. The proposed Anderson Bridges track will end on the west edge of Willow Street.

To serve *Timber Tech*, there is no need to have a turnout due to being the end of the proposed Lead. The proposed Timber Tech track runs in a southeasterly direction then, parallels Bremer Ave and ends on the south side of Timber Tech's buildings.

To serve a Future Company, the proposed track will break out of the Proposed Lead and continue heading in a southwesterly direction and runs parallel to Bremer Ave heading west and ending at the West Village of Colfax's city limits.

It would be great to have a conference call with you/Folks from the Village of Colfax on Monday, April 24th to discuss the Conceptual Drawings and Estimates. Please let me know what time works for you. If you have any questions please let me know.

Best Regards,

Michael VanDeVyvere | TWM Railway Project Manager | 314.241.6300 or Direct 314.655-7993 | www.twm-inc.com
720 Olive Street, Suite 200A, St. Louis, MO 63101

EXCEPTIONAL SERVICE. NOTHING LESS.

CIVIL, STRUCTURAL, & RAILWAY ENGINEERING | GEOSPATIAL SERVICES

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CONCEPTUAL RAIL SPUR VILLAGE OF COLFAX

OPTION NO. 1

TRACK NAME	IF EXISTING	LENGTH (FEET)	AREA (SQ. FT.)	AREA (ACRES)
WOODS RUN	172	172	172	0.004
ANDERSON BRIDGES	172	172	172	0.004
TIMBER TECH	172	172	172	0.004
SURFACE SPUR	172	172	172	0.004
EXTRA TAIL TRACK	172	172	172	0.004
TOTALS		688	688	0.016

Existing Rail
C.T.H. BB

Existing Rail Spur

Conceptual
Rail Spur

Village Limits

Total Area
41.0± Acres

17.0±
Acres
Total

3.4
Acres

EXTRA
TAIL
TRACK

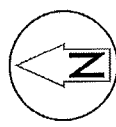
2.7±
Acres

FUTURE COMPANY

S.T.H. 40

ANDERSON BRIDGES

TIMBER TECH



DESIGNED BY	MOY	REVISION	NOV
DRAWN BY	MOY	REVISION	
CHECKED BY	MEC	REVISION	
DATE	03/20/01	REVISION	

TRAFFIC ENGINEER
4540 East Colfax Street
MILWAUKEE, WI 53212
TEL: 414-444-4444
FAX: 414-444-4444
WWW.TWMC.COM



VILLAGE OF COLFAX, WI

PROPOSED CONCEPTUAL RAIL SPUR
MAINTAINED BY THE
VILLAGE OF COLFAX, WI

SCALE: 1" = 400' SHEET NO. 1 OF 1

**CONCEPTUAL RAIL SPUR
VILLAGE OF COLFAX**

OPTIONAL
EAST OF ROAD
SERVING FROM

Existing Rail Spur

Existing Rail Spur

WOODS RUN

ANDERSON BRIDGES

TIMBER TECH

3.4 ± Acres

17.0 ± Acres Total

Total Area 41.0 ± Acres

EXTRA TAIL TRACK 300'

VILLAGE LIMITS

FUTURE COMPANY

C.T.H. 40

RAILROAD AVE. DOT NO. 692-961-R MP 369.63

0 200' 400'

N

TWN

BULLOCKS

[illegible]

OPTION 1
EAST OF ROAD
SERVING FROM

Existing Rail Spur

3.4 ± Acres

Conceptual Rail Spur

Village Limits

7.0 ±
cres
total

Total Area
41.0± Acres

FUTURE COMPANY

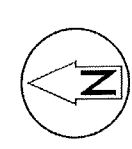
EXTRA
TAIL
TRACK

S.T.H. 40

ANDERSON BRIDGES

TECH
MBER

Existing
Rail Spur



FILE #	06810MEC	REVISED
PROJECT NAME	CH Railroad-Village of Colfax	REVISED
LOT SCALE	400.0000 +/- %	DRAWN - MEC
USER NAME	mshindig@ms	CHECKED - MEC
DATE	09-24-07	REVIEWED

**THOUVENOT,
WADE &
MODERCHEN, INC.** CORPORATE OFFICE
4800 Old Eastmanville Road
Swarmsville, Illinois 62226
Tel: 011.312.444.886
Fax: 011.312.444.088



VILLAGE OF COLFAX, WI

PROPOSED CONCEPTUAL DESIGN SHOWING
RAIL OPTIONS SERVING
PROPERTY IN THE
VILLAGE OF COLFAX, WI

SCALE: 1" = 400'	SHEET NO. OF SHEETS
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EAST OF ROAD CROSSING
-(SERVING WOODS RUN
IN SOUTHERLY DIRECTION)

Existing Rail Spur

Conceptual Rail Spur

Village Limits

Total Area
41.0± Acres

FUTURE COMPANY

EXTRA
TAIL
TRACK

FILE =	CH Road-Village of Colfax	066610618	Byr	MCV	REVISED
PLOT SCALE =	400.0000' / in	DRAWN	-	MCV	REVISED
USER NAME =	murderson	CHECKED	-	MEC	REVISED
PLOT DATE =	4/18/2017	DATE	-	01/20/1	REVISED

**THOUVENOT,
WADE &
MOERCHEN, INC.**



TWM
EXCEPTIONAL SERVICE.
NOTHING LEGAL.

VILLAGE OF COLFAX, WI

PROPOSED CONCEPTUAL DESIGN SHOWING
RAIL OPTIONS SERVING
PROPERTY IN THE
VILLAGE OF COLFAX, WI

SLEETS	OF	SHEET NO.	889 - 1137
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[illegible]

CENTERING & SERVING INDUSTRIES FROM THE LEAN

Existing
Rail Spur

Existing Rail Spur

Conceptual Rail Spur

Village Limits

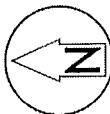
Total Area
41.0± Acres

FUTURE COMPANY

EXTRA
TAIL
TRACK

S.T.H. 40

ANDERSON BRIDGES

TECH
MBER[illegible]

TITLE	... ON Railroad-Village of Calfax	CONDITIONEDgrm	MCV
PLOT SCALE = 400,000' / IN.		DRAWN - MCV	REVISED
USER NAME = JENNIFER		CHECKED - MEC	REVISED
		DATE	REVISION

**THOUVENOT,
WADE &
MOERCHEN, INC.** CORPORATE OFFICE
4840 Old Collinsville Road
Springfield, Illinois 62226
Tel: (318) 824-4488
Fax: (318) 824-0888



VILLAGE OF COLFAX, WI

PROPOSED CONCEPTUAL DESIGN SHOWING
RAIL OPTIONS SERVING
PROPERTY IN THE
VILLAGE OF COLFAX, WI



SCALE: 1" = 400'	SHEET NO.	OF SHEETS
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Estimated Costs for Misc. Options

Option No. 1

Track Name	14' Clearance Length	Turnouts	Total Length (P.S. to End)
Lead	1803	1	2361
Woods Run	1772	1	1915
Anderson Bridge	1654	1	1727
Timber Tech.	1552	0	1552
Future Company	2372	1	2514
Extra Tail (Optional)	642	1	642
Totals	9795	5	10711
Cost per Track Foot	\$250		\$2,677,750
Cost per Turnout	\$25,000		\$125,000

Total Cost for option 1

\$2,802,750

Option No. 2

Lead	2410	1	2553
Woods Run	1902	1	2044
Anderson Bridge	1654	1	1727
Timber Tech.	1552	0	1552
Future Company	2372	1	2514
Extra Tail (Optional)	642	1	642
Totals	10532	5	11032
Cost per Track Foot	\$250		\$2,758,000
Cost per Turnout	\$25,000		\$125,000

Total Cost for option 2

\$2,883,000

Option No. 3

Lead	2285	1	2646
Woods Run	1827	1	1969
Anderson Bridge	1654	1	1727
Timber Tech.	1552	0	1552
Future Company	2372	1	2514
Extra Tail (Optional)	642	1	642
Totals	10332	5	11050
Cost per Track Foot	\$250		\$2,762,500
Cost per Turnout	\$25,000		\$125,000

Total Cost for option 3

\$2,887,500

Option No. 4

Lead	1847	1	2370
Woods Run	1395	1	1529
Anderson Bridge	1654	1	1727
Timber Tech.	1552	0	1552
Future Company	2372	1	2514
Extra Tail (Optional)	642	1	642
Totals	9462	5	10334

Cost per Track Foot	\$250	\$2,583,500
Cost per Turnout	\$25,000	\$125,000

Total Cost for option 4		\$2,708,500
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Village of Colfax
Notice of Land Sale by Sealed Bid
602 Evergreen Street

Sealed bid to be opened on _____ at 10:00 a.m. at the Village of Colfax – Village Hall 613 Main Street, Colfax, WI. The bid information will be presented to the Village Board on Monday, July 24, 2017 at the Board meeting.

Parcel number 17111-2-291-116-210-0092, 602 Evergreen Street, Colfax, WI 54730. The current zoning of the property is Public Use. The land previously contained the Village of Colfax Salt/Sand Shed. The shed and the cement slab were removed in 2017.

The Village is requesting a minimum bid of _____ on this land. The sealed bid must include:

- * Title to be listed on your bid is 602 Evergreen Street
- * The amount of your bid
- * Proof of financing from a financial institution or verification of an account balance from the bank (which will be kept confidential)
- * The intended use of the property

Please keep in mind that the property and intended use of the property will be required to conform to current Village Ordinances. This includes, but is not limited to set back requirements, structure size, etc. There would be a zoning change required unless the intended use meets the Public Use zoning criteria. Any questionable uses or circumstances should be discussed with the Village Clerk, Lynn Niggemann, 715-962-3311.

Maps, legal description and property record are available on the Village of Colfax website, www.villageofcolfaxwi.org or at the Village Clerk's office, 613 Main Street, Colfax, WI.

Village of Colfax
Notice of Land Sale by Sealed Bid
Soo Park Land

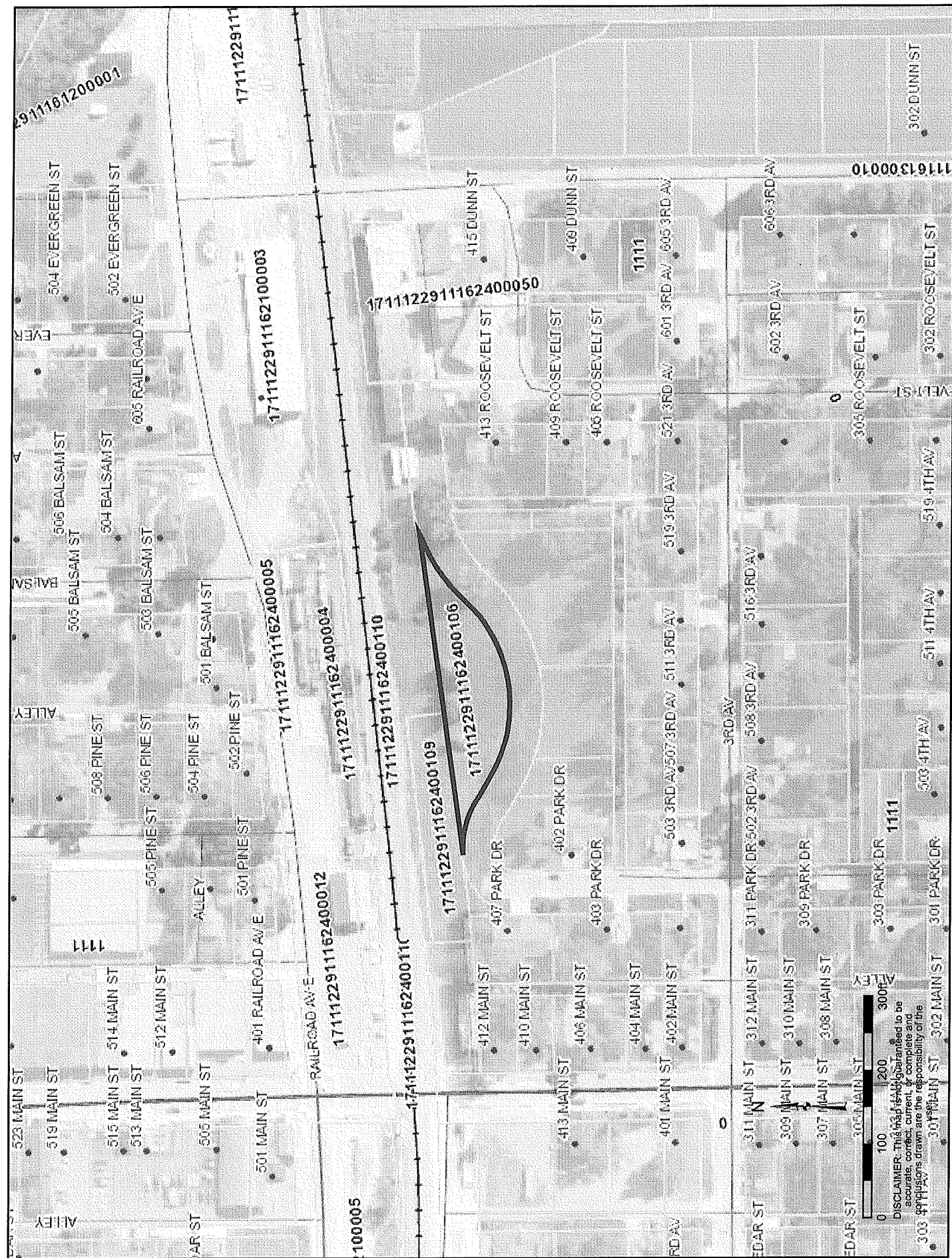
Sealed bid to be opened on _____ at 10:00 a.m. at the Village of Colfax – Village Hall 613 Main Street, Colfax, WI. The bid information will be presented to the Village Board on Monday, July 24, 2017 at the Board meeting.

- * Parcel number is 17111-2-291-116-240-0106.
- * Brief Legal Description: Pt. of Soo park of Clarkes Replat of Park Addition to the Village of Colfax designated as Outlot 2 CSM 4284 volume 21 Page 54 of surveys recorded as document number 617870.
- * The current zoning of the property is Public Use. The land has been vacant for The Village is requesting a minimum bid of _____ on this land. The sealed bid must include:

- * Title to be listed on your bid is Soo Park
- * The amount of your bid
- * Proof of financing from a financial institution or verification of an account balance from the bank (which will be kept confidential)
- * The intended use of the property
- * THE VILLAGE BOARD HAS THE RIGHT TO REJECT ANY OR ALL BIDS.

Please keep in mind that the property and intended use of the property will be required to conform to current Village Ordinances. This includes, but is not limited to set back requirements, structure size, etc. There would be a zoning change required unless the intended use meets the Public Use zoning criteria. Any questionable uses or circumstances should be discussed with the Village Clerk, Lynn Niggemann, 715-962-3311.

Maps, legal description and property record are available on the Village of Colfax website, www.villageofcolfaxwi.org or at the Village Clerk's office, 613 Main Street, Colfax, WI.





2018 Property Record | Dunn County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 2016-01-02

OWNERS

VILLAGE OF COLFAX

IN CARE OF

MAILING ADDRESS

VILLAGE COLFAX
613 MAIN ST 417 PO BOX
COLFAX WI
54730

PROPERTY INFORMATION

Computer No:

PIN: 1711122911162400106

Historical Map ID:

School District: Colfax

<u>Section</u>	<u>Town</u>	<u>Range</u>
16	29N	11W

Property Address:

Municipality: Village of Colfax(111)

Document History:

d:617870-b:21|p:54

PROPERTY DESCRIPTION

PT. OF SOO PARK OF CLARKES REPLAT OF PARK ADDITION TO
THE VILLAGE OF COLFAX DESIGNATED AS OUTLOT 2 CSM 4284
VOLUME 21 PAGE 54 OF SURVEYS RECORDED AS DOCUMENT
NUMBER 617870

TAX INFORMATION

Gross Tax: .00

School Credit: .00

Lottery Credit: .00

First Dollar Credit: .00

Net Tax: .00

	<u>Amt Due</u>	<u>Amt Paid</u>	<u>Balance</u>
RE Net Tax	.00	.00	.00
Special Assmnt	.00	.00	.00
Special Chrg	.00	.00	.00
Delq Utility	.00	.00	.00
MFL	.00	.00	.00
RE Interest	.00	.00	.00
Other Interest	.00	.00	.00
Penalty	.00	.00	.00
TOTAL	.00	.00	.00

ZONING

<u>Zoning Code</u>	<u>Description</u>
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LAND USE

<u>Land Use Code</u>	<u>Description</u>
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LAND VALUATION

<u>Acres</u>	<u>Land</u>	<u>Improve</u>	<u>Total</u>
.000	.00	.00	.00
<u>Total Acres:</u>			0.550
<u>Mill Rate:</u>			0
<u>Fair Market Value:</u>			.00
<u>Assessment Ratio:</u>			.0000

INSTALLMENTS

<u>Period</u>	<u>End Date</u>	<u>Amount</u>
1	1/31/2019	.00
2	7/31/2019	.00

PAYMENT HISTORY (POSTED PAYMENTS)

Please allow up to 7 days for your payments to display.

<u>Date</u>	<u>Receipt #</u>	<u>RE Tax</u>	<u>Other Tax</u>	<u>RE Int</u>	<u>Other Int</u>	<u>Penalty</u>	<u>Total</u>	<u>Payer Name</u>
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NOTES

61200018

1. 1711

17111

1711122911161200001

1711122911161200003

ELBEN CT

602 EVERGREEN ST

1711122911162100092

1711122911162100074

1711122911162100071

1711122911162100072

1711122911162100073

EVERGREEN ST

1711162100055

162100056

2100057

603 1ST AV

1711122911162100058

1711122911162100059

1711122911162100060

1711122911162100063

1711122911162100062

600 BALSAM ST

1711122911162100061

1711122911162100070

1711122911162100064

ALLEY

1711122911162100069

1711122911162100068



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

605 RAILROAD AVE

1711122911162100067



OWNERS

VILLAGE OF COLFAX

PROPERTY INFORMATION

Computer No:

PN:

Historical Map ID:

School District:

Section

16

Town
29N

Colfax
Range
11W

Property Address:

602 EVERGREEN ST

Municipality:

Document History:

D:189632;d:620055

TAX INFORMATION

Gross Tax:

School Credit:

Lottery Credit:

First Dollar Credit:

Net Tax:

	Amt Due	Amt Paid	Balance
RE Net Tax	.00	.00	.00
Special Assmt	.00	.00	.00
Special Chrg	.00	.00	.00
Delq Utility	.00	.00	.00
MFL	.00	.00	.00
RE Interest	.00	.00	.00
Other Interest	.00	.00	.00
Penalty	.00	.00	.00
TOTAL	.00	.00	.00

IN CARE OF

MAILING ADDRESS

VILLAGE OF COLFAX
417 PO BOX
COLFAX WI
54730

PROPERTY DESCRIPTION

PT. NE NW BEING A 72' X 168' PARCEL ABUTTING NORTH OF LOT 4
BLOCK 31 OF J.D. SIMONS THIRD ADDITION AND AS DESCRIBED
WITHIN A WARRANTY DEED IN DOCUMENT 189632 (VILLAGE OF
COLFAX SALT SHED)

ZONING

Zoning Code
Description

LAND USE

Land Use Code
Description

LAND VALUATION

Acres	Land	Improve	Total
.000	.00	.00	.00
Total Acres:			0.000
Mill Rate:			0
Fair Market Value:			.00
Assessment Ratio:			.0000

INSTALLMENTS

Period	End Date	Amount
1	1/31/2019	.00
2	7/31/2019	.00

PAYMENT HISTORY (POSTED PAYMENTS)

Please allow up to 7 days for your payments to display.

Date Receipt # RE Tax Other Tax RE Int Other Int Penalty Total Payer Name

NOTES

Colfax Railroad Museum

Soo Line Park Proposal

The Colfax Railroad Museum is interested in acquiring the land associated with the “Soo Line Park” located adjacent to the Museum’s land off of Main Street. Our intention would be to utilize the land as a park and events area, with a 7.5” gauge miniature ride on railroad running around the outside perimeter of the land. In addition, the Museum plans to install paved parking on the original wooden depot’s land and some of the property recently acquired from the Canadian National Railroad. The plan would be to connect to Park Drive so that vehicles leaving the site would not have to exit directly onto Main Street right beside the crossing gate.

We estimate that the opportunity for Museum visitors to enjoy a small train ride should increase the Museum’s visitor count by 4000 people per year. This would occur during our operating season of May 1 – October 30. A large proportion of the increase would be school groups and birthday party groups that would be hosted at the new events center that will be opening in the wooden depot. We estimate that the increased business in food sales and fuel sales within the Village should be in the range of \$20,000 per year. Our planned event center would also use the land for potential outdoor graduation parties and reenactment events. These activities would bring additional visitors to the Village.

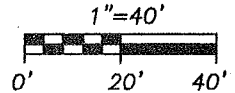
The Museum is requesting that the Colfax Board consider donating the land to the Museum. The property under consideration is irregular in shape and was intended as a park. The Museum would be maintaining that purpose, while providing an economic boost to the Village through development of property we already own. An additional consideration is that the land would no longer need to be maintained by the Village. As a donation, the land should qualify as an in kind donation for a CDBG block grant request the Museum plans to submit for the improvements for the site.

The enclosed site plan details the layout of the planned miniature train ride and the projected parking area to be improved.

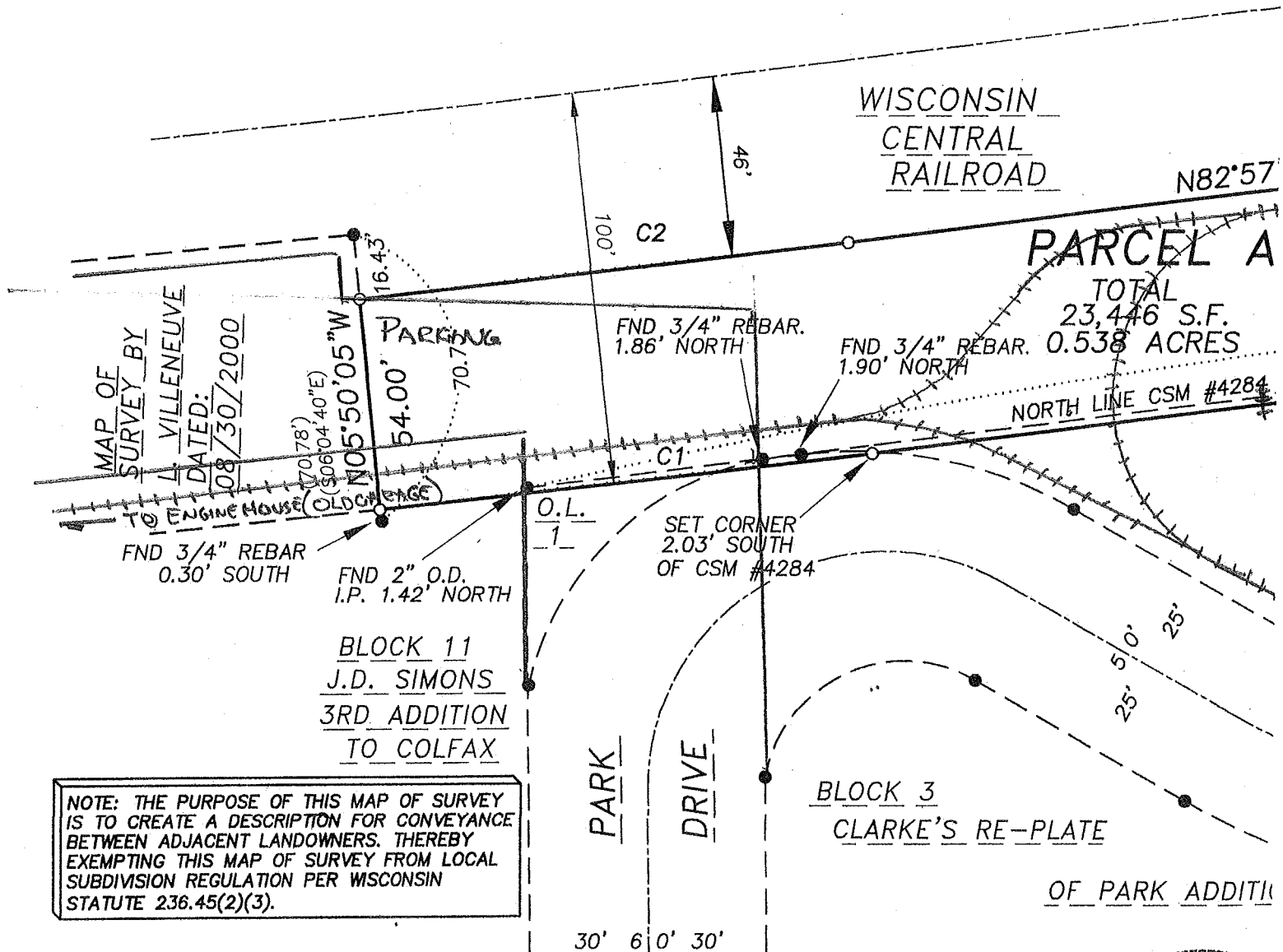
If you have any questions, please feel free to contact the Museum’s chairman, Herbert Sakalaucks at 715-225-0688, colfaxrr@wwt.net, or at PO Box 383, Colfax WI 54730.

MAP OF SURVEY

PART OF OUTLOTS 1 AND 2, CERTIFIED SURVEY MAP
NUMBER 4284, VOLUME 21, PAGE 54, PART OF PARK DRIVE,
LOCATED PART OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER, SECTION 16, TOWNSHIP 29 NORTH,
RANGE 11 WEST, VILLAGE OF COLFAX, DUNN COUNTY,
WISCONSIN



BEARINGS REFERENCED TO THE EA
LINE OF THE NORTHWEST QUARTER
SECTION 16, T29N, R11W
MEASURED AS S00°34'58"E (Wis. C.
DUNN COUNTY ZONE NAD 83 (91))



Fieldwork Completion Date:
October 25, 2016 (Proj #853-001)



CORPORATE OFFICE
406 Technology Drive East
Suite A
Menomonie, WI 54751

Tel 715-232-8490
Fax 715-232-8492
men@authconsulting.com

BRANCH OFFICE
2920 Enloe Street
Suite 101
Hudson, WI 54016

Tel 715-381-5277
Fax 715-381-5338
hudson@authconsulting.com

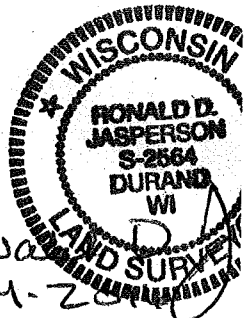
BRANCH OFFICE
392 Red Cedar Street
Suite 3B
Menomonie, WI 54751

Tel 715-235-6641
Fax 715-232-8492
nelweb@wvt.net

Auth Consulting/associates

S&N Land Surveying

Nelsen Land Surveying





PREPARED FOR:
COLFAX RAILROAD MUSEUM, LLC
N11115 670TH STREET
WHEELER, WI 54772

PREPARED BY:
RON JASPERSON
NELSEN LAND SURVEYING
392 RED CEDAR ST. SUITE 3B
MENOMONIE, WI 54751

LEGEND



= GOVERNMENT CORNER AS NOTED

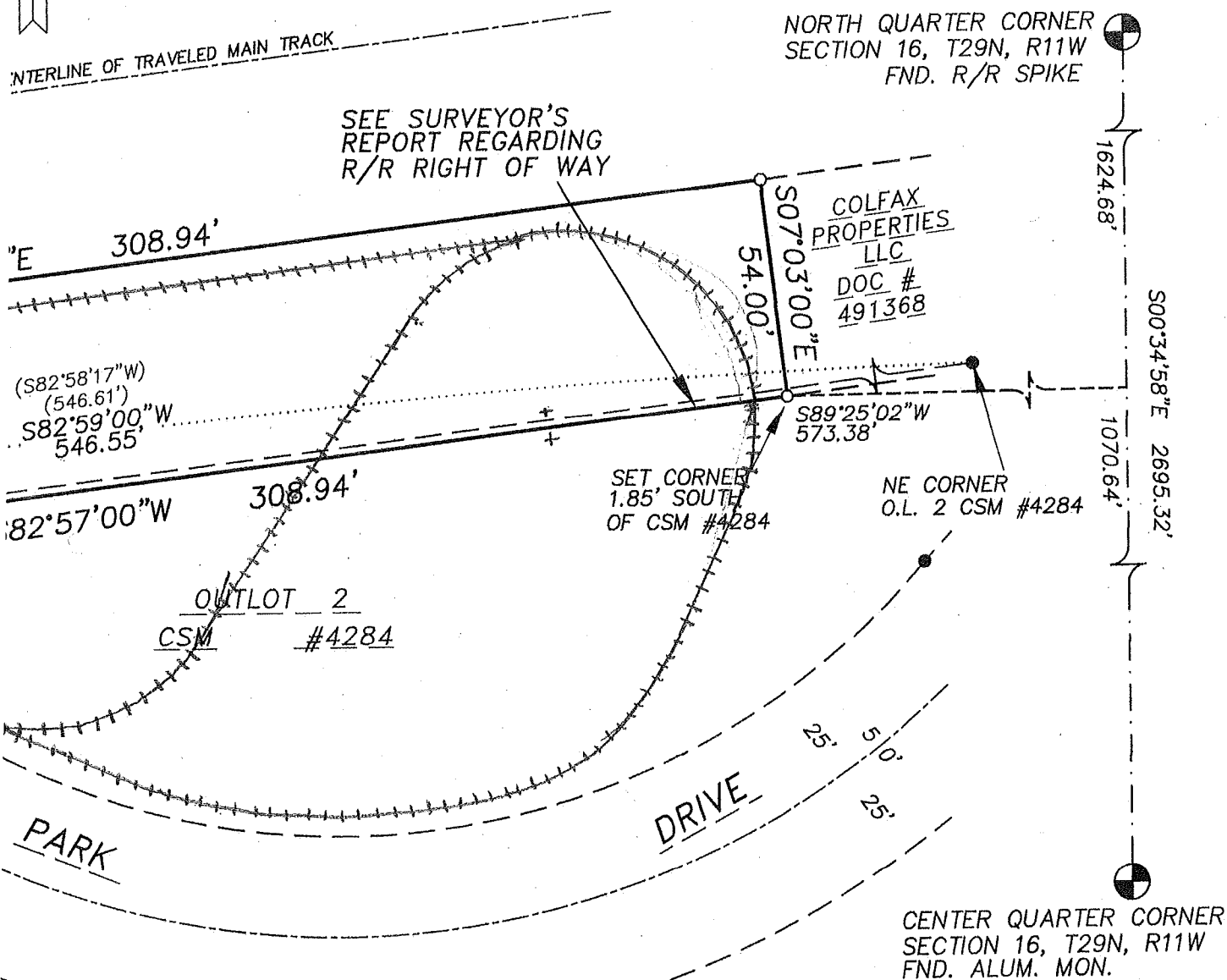


= SET 1" O.D. X 18" IRON PIPE WEIGHING
1.13 LBS. PER LINEAR FOOT



= FOUND 3/4" IRON REBAR UNLESS OTHERWISE NOTED

() = RECORDED AS BEARING/DISTANCE



VILLAGE OF COLFAX

CURVE DATA

C1

R= 5885.00'

Δ = 01°12'55"

A= 125.81'

CB= S83°33'28"W

CL= 125.81'

TAN IN = S82°57'00"W

TAN OUT = S84°09'55"W

C2

R= 5831.00'

Δ = 01°13'30"

A= 125.00'

CB= N83°33'45"E

CL= 124.66'

TAN IN = N84°10'30"E

TAN OUT = N82°57'00"E

Sheet 1 of 2 Sheets

AGREEMENT FOR THE PURCHASE OF A VILLAGE OWNED RESIDENTIAL LOT EAST VIEW DEVELOPMENT

THIS AGREEMENT made and entered into this ____ day of ____, 201__, by and between_____, the “Developer”, and the Village of Colfax, a Wisconsin municipal corporation, the “Village”.

RECITALS

Developer desires to obtain a Village-owned residential lot for the purpose of constructing a single family dwelling (the “Project”).

The Village seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements and providing various assurances the Project will be completed in accordance with the requirements of the Village Code of the Village of Colfax.

The applicable provisions of the Village Code require, among other things, that provisions be made for the connection to Village water, sanitary sewer, and stormwater utilities, the grading of public and private lands, erosion and storm water runoff control, and building setbacks.

The purpose of this Agreement includes, but is not limited to, the avoidance or harmful consequences of land development prior to satisfactory completion of the Project.

The Village will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement, even if construction has not yet been commenced. Accordingly, the parties agree that the Village may enforce the terms and provisions of the Agreement even if construction has not begun.

Developer agrees to develop the Property in accordance with this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances; specifically including application for the issuance of building permits by the Village in accordance with existing regulatory standards and if needed, WisDNR approval of the wetland delineation study.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Developer is receiving a Village-owned residential lot at no cost and undertaking the construction of a new single family residential dwelling on the property in the Village at the following described site:

Legal description shown in Attachment 1.

2. As a part of the Project, the Village is designing and installing certain public improvements ("Village Improvements"), at its own expense. Those Village Improvements are:

The Village will provide municipal utilities (water, sanitary sewer, storm sewer) to the property right-of-way, curb and gutter, street reconstruction, and paving. However, it is the responsibility of the Developer, at the Developer's expense, to connect to municipal utilities, provide curb cuts, repair street and to grade the parcel to provide stormwater control as specified by the Village Board, Public Works Director, and/or Village Engineer.

3. As a part of the Project, the Developer will submit a properly completed application to purchase for a Village-owned parcel.
4. The Developer further agrees to provide proof of preapproval of mortgage financing in the form of a letter from the Developer's lender showing that the Developer is pre-approved for financing to build a single family residential dwelling.
5. The Developer must provide a retainage fee at the time of execution of this Agreement in the amount of \$2,500. The fee will be returned to the Developer when the Certificate of Occupancy is provided by the Village. In the event that the Developer does not provide a Certificate of Occupancy within twelve (12) months of the execution of this agreement, all such retainage fees held by the Village shall be forfeited by Developer to the Village.
6. The Developer agrees that they will commence and complete construction of the dwelling on the property and obtain Certificate of Occupancy within twelve (12) months of the execution of this Agreement. In the event that Developer does not commence and complete the construction as referenced above, Developer agrees to re-convey the Property to the Village upon written request of the Village at the expense of the Developer and at no cost to the Village.
7. The Developer guarantees that the minimum equalized assessed value of the land and improvements will be not less than \$175,000. The Developer specifically guarantees the payment of any shortfall in anticipated real estate taxes generated by the property for ten (10) years if the actual equalized assessed value is less than the guaranteed equalized assessed value provided above.
8. The Developer guarantees the building materials for the exterior of the home shall be brick, natural stone, wood clapboard, wood shingle, fiber cement siding, or engineered wood siding. Vinyl siding, imitation brick, or metal siding is prohibited.
9. The Developer guarantees the driveway surface shall be concrete, asphalt, pavers, or flagstone. A gravel driveway is prohibited.

10. The Developer agrees to obtain all necessary permits from the Village, State, WDNR, etc. as needed for the construction of the single family residential dwelling.
11. The Developer agrees to plant and establish a lawn using sod or grass seed. A minimum of four (4) trees must be planted on the property. The trees must be species recommended by the Village of Colfax. Each tree shall be a minimum 1.5" in diameter. Trees cannot be planted in utility easements.
12. Closing costs.
 - A. Village Costs. The following costs shall be paid by Village:
 - (a) expenses of placing title in proper condition
 - B. Developer Costs. The following costs shall be paid by Developer:
 - (a) recording fees; and
 - (b) title examination and certification to the title insurance company and any other costs of the title company for preparing the title commitment and title insurance premium.
 - (c) preparation of Warranty Deed and Transfer Return
13. The Developer agrees that no construction work shall be scheduled for the Project without the Director of Public Works' approval of the starting date and schedule. This schedule shall be attached as Attachment 2 and incorporated herein as if fully set forth. No work shall commence on the Property until all parties have signed this Agreement and all Attachments have been attached.
14. Supplemental Conditions
 - A. No Vested Rights Granted

Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the Village warrant by this Agreement that the Developer is entitled to any required approvals.
 - B. No Waiver

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. Nor shall Village's failure to pursue any default under this Agreement be deemed a waiver of any subsequent default of other defaults of the same type. The Village's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement(s).

C. Amendment/Modification

This Agreement may be amended or modified only by a written amendment approved and executed by the Village and the Developer.

D. Default

A default is defined as the Developer's breach of, or failure to comply with, the terms of this Agreement. Remedies shall include, but not be limited to, not issuing building or occupancy permits.

E. Attorney's Fees

If the Village is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the Village prevails in the litigation, arbitration, or mediation, the Developer shall pay all Village costs including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

F. Entire Agreement

This written Agreement, and written amendments, and any referenced attachments shall constitute the entire Agreement between the Developer and the Village.

G. Severability

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

H. Non-Assignability

The benefits of this Agreement to the Developer are direct and shall not be assigned without the express written approval of the Village. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are obligations of the Developer and also shall be binding on the successors, assigns, and legal representatives of the Developer. There is no prohibition on the right of the Village to assign its rights under this Agreement.

I. Immunity

Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

15. Notice

Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Developer:

if to Village:

Lynn Niggemann
Village Administrator/Clerk/Treasurer
Village of Colfax
613 Main Street
P.O. Box 417
Colfax, WI 54730

16. Recording

The Village may record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds Office. The Developer shall pay all costs of recording.

17. Consent Not to be Unreasonably Withheld

Whenever in this Agreement it is provided that an action may not proceed or be carried out without the consent of the Village, such consent shall not be unreasonably withheld.

18. Effective Date

This Agreement shall be effective as of the date and first year written above.

VILLAGE OF COLFAX

By: _____
Gary Stene, Village President

By: _____
Lynn Niggemann,
Village Administrator/Clerk/Treasurer

STATE OF WISCONSIN)
)ss.
COUNTY OF DUNN)

Personally came before me this _____ day of _____, 201____, the above-named Gary Stene, Village President and Lynn Niggemann, Village Administrator/Clerk/Treasurer, of the Village of Colfax, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the Village of Colfax.

Notary Public, State of Wisconsin
My Commission Expires: _____

NAME OF DEVELOPER BUSINESS.

By: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above-named _____ to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same as such officer by the authority of _____.

Notary Public, State of Wisconsin
My Commission Expires: _____

ATTACHMENT 1

Lot _____ of the Plan of East View being part of the CSM No. 4129 located in
Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 16, T 29 N, R 11 W,
Village of Colfax, Dunn County, Wisconsin

See Attached Map

ATTACHMENT 2

Improvement Schedule

Obtain Ownership of Parcel

Begin Construction

Certificate of Occupancy

Final Approval
