

Village of Colfax
Regular Board Meeting Agenda
Monday, January 23rd, 2023
7:00 p.m.

Colfax Rescue Squad, 614C Railroad Avenue, Colfax, WI 54730

1. Call the Regular Board Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the Village President
6. Consent Agenda
 - a. Regular Board Meeting Minutes –January 9th, 2023
 - b. Review Statement of Bills Pooled Checking–January 9th, 2023 to January 22nd, 2023
 - c. Review Statement of Bills Solid Waste & Recycling Checking- January 9th, 2023 to January 22nd, 2023
 - d. Training Request - none
 - e. Facility Rental - none
 - f. Licenses -none
7. Consideration Items
 - a. Cedar Street Discussion and possible action–Gareth Shambeau
 - b. Colfax Railroad Museum - Herb Sakalaucks – Letter of Support consideration
 - c. Snow Removal Discussion – Possible Action
 - d. Bobcat Compact Track Loader Trade-in-reviewed and approved at the December 13, 2021 Board meeting
 - e. Ixom Watercare Inc.-Estimate for Mixer at the Lagoon to replace the Grid Bee
8. Committee/Department Reports – (no action)
 - a. ACT Report – January 19th, 2023
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 - 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.

Village Board Meeting January 9th, 2023

On January 9th, 2023, the Village Board met at the Village Hall, 613 Main Street at 7:00 p.m. Members present: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Others present included Susan Lanou, 610 Main Street business owner, Public Works employee Brett Sajdera, Public Works Director Bates, Police Chief Anderson and Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger(7:07 p.m.)

Public Comments – Susan Lanou expressed her concerns regarding plowing on Main Street for businesses. Lanou feels that the plowing process should be reviewed for a better way to allow customers of the Main Street businesses to allow access to their businesses during or after storms. Lanou suggested pushing the snow to one or two stalls of each side of the street or plow to one side of the street until they are able to fully remove the snow. Village Board indicated that they appreciated her comments and will evaluate any possible modifications.

Minutes

Regular Board Meeting Minutes –December 12th, 2022/Joint Board of Review Minutes December 12th, 2022- A motion was made by Trustee M. Burcham and seconded by Trustee Rud to approve both of the minutes, the Regular Board meeting minutes, December 12th, 2022 and the Joint Board of Review meeting minutes, December 12th, 2022. A voice vote was taken with all members voting in favor. Motion carried.

Review Statement of Bills –December 12th, 2022 to January 8th, 2023

Review Statement of Bills Solid Waste & Recycling Checking – December 12th, 2022 to January 8th, 2023

A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to approve both the Village of Colfax Statements of Bills and the Solid Waste & Recycling Bills for December 12th, 2022 to January 8th, 2023. A voice vote was taken with all members voting in favor. Motion carried.

Training Request – None

Facility Rental – None

Licenses

Operator's License – January 9th, 2022 to June 30th, 2023- Debra Holzhueter-Viking Bowl - A motion was made by Trustee M. Burcham and seconded by Trustee Prince to approve the Operator's Licenses for the term January 9th, 2023 to June 30th, 2023 for Debra Holzhueter, Viking Bowl. A voice vote was taken with all members voting in favor. Motion carried.

Consideration Items

Discussion regarding Water and Wastewater training for Public Works – Bates explained that the Board had decided that they were not going to require the training and certifications within the first two years of employment. Brett Sajdera is interested in doing the training for water and wastewater beginning in 2023. With Board permission, Sajdera would prefer to begin the training now versus waiting two years. A motion was made by Trustee Stene and seconded by Trustee M. Burcham to approve Sajdera's request to move forward with the training now. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

Closed Session – A motion was made at 7:20 p.m. by Trustee M. Burcham and seconded by Trustee Stene to convene into closed session pursuant to WI Statutes 19.85(1) (c) considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises to discuss/consider wages/salaries of Village employees. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

Open Session – Motion to convene into open session to take any action resulting from the closed session. a)

Discuss/consider wages/salaries of Village employees. A unanimous vote to pay Brandon Larson, part-time officer \$18 per hour and Kyle Knotz, who previously worked for the Village, now hired as a part-time officer a starting wage of \$21 per hour.

Adjourn – A motion was made by Trustee M. Burcham and seconded by Trustee Rud to adjourn the meeting at 7:40 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Jody Albricht, Village President

Attest:

Lynn Niggemann
Administrator-Clerk-Treasurer

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 1/09/2023 From Account:
Thru: 1/22/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
RAM	1/10/2023	RAM SOFTWARE	257.50
UHS	1/16/2023	UHS PREMIUM BILLING	220.79
78598	1/13/2023	ARAMARK UNIFORM SERVICE, INC	62.42
78599	1/13/2023	ARAMARK UNIFORM SERVICE, INC	68.67
78600	1/13/2023	BOBCAT PLUS	88.22
78601	1/13/2023	BOBCAT PRO	742.50
78602	1/13/2023	BOBCAT PRO	825.00
78603	1/13/2023	BOUND TREE MEDICAL, LLC	511.72
78604	1/13/2023	CARLTON DEWITT	1,254.86
78605	1/13/2023	CBS SQUARED, INC	3,856.25
78606	1/13/2023	CHIPPEWA VALLEY TECH COLLEGE	11,410.16
78607	1/13/2023	COLFAX RESCUE SQUAD	32,776.32
78608	1/13/2023	COLFAX SCHOOLS	95,773.29
78609	1/13/2023	COMMERCIAL TESTING LAB	213.50
78610	1/13/2023	CRAMER CONSULTING, LLC	65.00
78611	1/13/2023	CRAMER CONSULTING, LLC	250.00
78612	1/13/2023	CREATIVE PRODUCT SOURCE INC	127.43
78613	1/13/2023	DUNN COUNTY FIRE CHIEFS ASSOCIATION	50.00
78614	1/13/2023	DUNN COUNTY HUMANE SOCIETY	563.55
78615	1/13/2023	DUNN COUNTY TREASURER	90,050.30
78616	1/13/2023	DUNN ENERGY COOPERATIVE	87.00
78617	1/13/2023	E.O. JOHNSON	81.17
78618	1/13/2023	E.O. JOHNSON	43.00
78619	1/13/2023	EHLERS AND ASSOCIATES	1,000.00
78620	1/13/2023	ENERGENECS	1,974.23
78621	1/13/2023	EXPRESS MART	13.52
78622	1/13/2023	GALLS, LLC	228.30
78623	1/13/2023	GEORGE ENTZMINGER	100.00
78624	1/13/2023	GILBERTS OF SAND CREEK	48.00
78625	1/13/2023	GOTO COMMUNICATIONS INC	75.60
78626	1/13/2023	GOTO COMMUNICATIONS INC	75.81
78627	1/13/2023	HENRY SCHEIN	396.29
78628	1/13/2023	HUEBSCH LAUNDRY CO	53.11

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 1/09/2023 From Account:
Thru: 1/22/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
78629	1/13/2023	HUEBSCH LAUNDRY CO	53.11
78630	1/13/2023	IFLS LIBRARY SYSTEM	955.09
78631	1/13/2023	KYLES MARKET	33.97
78632	1/13/2023	LEAGUE OF WI MUNICIPALITIES	595.52
78633	1/13/2023	MCCARTHY WELL COMPANY	810.00
78634	1/13/2023	NATES TOWING & REPAIR	200.00
78635	1/13/2023	ONE SOURCE IMAGING	204.97
78636	1/13/2023	PAAW-PROFESSIONAL AMBULANCE ASSOC. OF WI	400.00
78637	1/13/2023	POWERPLAN	49.29
78638	1/13/2023	RONCO ENGINEERING	295.92
78639	1/13/2023	STAPLES	447.75
78640	1/13/2023	STREICHER'S INC	100.00
78641	1/13/2023	SUMMIT FIRE PROTECTION	216.50
78642	1/13/2023	SYNERGY COOPERATIVE	3,006.51
78643	1/13/2023	VIKING DISPOSAL, INC	1,748.00
78644	1/13/2023	VILLAGE OF COLFAX	424.36
78645	1/13/2023	VILLAGE OF COLFAX R.U.	8,354.87
78646	1/13/2023	WATER CARE SERVICES	97.50
78647	1/13/2023	WORKHORSE SOFTWARE SERVICES, INC.	4,050.00
78648	1/13/2023	ZEMPEL APPRAISAL SERVICE	900.00
EFTPS	1/19/2023	EFTPS-FEDERAL-SS-MEDICARE	6,596.45
WIDOR	1/19/2023	WI DEPARTMENT OF REVENUE	1,071.24
BREMER	1/10/2023	CARDMEMBER SERVICE	490.62
BREMER	1/10/2023	CARDMEMBER SERVICE	-490.62
BREMER	1/10/2023	CARDMEMBER SERVICE	490.62
WIDCOMP	1/19/2023	WISCONSIN DEFERRED COMPENSATION	270.00
TRIZETTO	1/20/2023	TRIZETTO	52.50
WEENERGIES	1/19/2023	WE ENERGIES	1,208.67
WEENERGIES	1/19/2023	WE ENERGIES	704.98
WEENERGIES	1/19/2023	WE ENERGIES	-704.98
WEENERGIES	1/19/2023	WE ENERGIES	704.98
WEENERGIES	1/19/2023	WE ENERGIES	-1,208.67
WEENERGIES	1/19/2023	WE ENERGIES	1,208.67

1/19/2023 11:55 AM

Reprint Check Register - Quick Report - ALL

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ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 1/09/2023
Thru: 1/22/2023

From Account:
Thru Account:

Check Nbr	Check Date	Payee	Amount
			Grand Total
			276,681.33

1/19/2023 11:55 AM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 1/09/2023 From Account:
Thru: 1/22/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
1213	1/13/2023	DUNN ENERGY COOPERATIVE	389.00
1214	1/13/2023	JOHNSON ROLL-OFF SERVICE, LLC	9,338.95
1215	1/13/2023	ROCK OIL REFINING, INC	45.00
1216	1/13/2023	VILLAGE OF ELK MOUND	2,743.82
		Grand Total	12,516.77

Lynn Niggemann

From: Shambeau, Gareth <ShambeauG@ayresassociates.com>
Sent: Friday, January 20, 2023 12:00 PM
To: Lynn Niggemann
Subject: RE: V of Colfax

Hey Lynn,

Here is our proposed schedule. If needed we can let compress and push things back a few months for bidding and still be ready for spring construction, but I like to be the first projects on the street before the contractors start to fill up.

01/20/2023	Final Plans and Specs ready for review
01/23/2023	Village Board Meeting (Approval to Bid) & PIM
01/30/2023	Release for Bidding
02/16/2023	Bid Deadline
02/20/2023	Village Board Meeting (Approval to Award)
05/30/2023	Earliest Start Date
09/01/2023	Latest Completion Date

Gareth Shambeau, PE | Manager - Municipal Services

Ayres Associates Inc

Office: 715.834.3161 | Direct: 715.831.7616 | Cell: 715.977.1723
ShambeauG@AyresAssociates.com
www.AyresAssociates.com

From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>
Sent: Thursday, January 19, 2023 3:56 PM
To: Shambeau, Gareth <ShambeauG@AyresAssociates.com>
Subject: FW: V of Colfax

Gareth,

I thought I should let you know that I am trying to get a response about the TID funding form TID 3 for Cedar Street. What is the process and timeline in comparison to when the amendment would be processed?

Lynn Niggemann

Administrator-Clerk-Treasurer

Village of Colfax

P.O. Box 417

613 Main Street

Colfax, WI 54730-0417

P: 715-962-3311; C: 715-308-9986; F: 715-962-2221

ClerkTreasurer@villageofcolfaxwi.org

Population 1,191 as of January 1, 2022

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From: Lynn Niggemann [<mailto:clerktreasurer@villageofcolfaxwi.org>]
Sent: Thursday, January 19, 2023 3:55 PM



Product Quotation

Quotation Number: 38386D038494

Date: 2021-11-19 07:58:55

Ship to	Bobcat Dealer	Bill To
Village of Colfax Attn: Rand P.O. Box 417 Colfax, WI 54730 Phone: (715) 962-4441	Bobcat Plus, Chippewa Falls, WI 8500 Chayne Drive Eau Claire WI 54703 Phone: 715-720-0300 Fax: 715-874-6066	Village of Colfax Attn: Rand P.O. Box 417 Colfax, WI 54730 Phone: (715) 962-4441
Contact: David Kadlec Phone: 715-720-0300 Fax: 715-874-6066 Cellular: 715-404-9552 E Mail: dkadlec@bobcatplus.com		

Description	Part No	Qty	Price Ea.	Total
T66 T4 Bobcat Compact Track Loader	M0349	1	\$64,232.00	\$64,232.00
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front and Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top and Rear			
Bobcat Interlock Control System (BICS)	Windows, Parking Brake, Seat Bar and Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Cylinder Cushioning - Lift, Tilt	and ISO 3471			
Engine/Hydraulic Performance De-rate Protection	Falling Object Protective Structure (FOPS) meets SAE-			
Glow Plugs (Automatically Activated)	J1043 and ISO 3449, Level I; (Level II is available			
Horn	through Bobcat Parts)			
Instrumentation: Standard 5" Display (Rear Camera Ready)	Parking Brake: Spring Applied, Pressure Released			
with Keyless Start, Engine Temperature and Fuel Gauges,	(SAPR)			
Hour meter, RPM and Warning Indicators. Includes	Solid Mounted Carriage with 4 Rollers			
maintenance interval notification, fault display, job codes,	Tracks: Rubber, 12.6" Wide			
quick start, auto idle, and security lockouts.	Warranty: 2 years, or 2000 hours whichever occurs first			
Lift Arm Support				
P67 Performance Package	M0349-P06-P67	1	\$6,274.00	\$6,274.00
"Power Bob-Tach	Two-Speed, High Flow			
7-Pin Attachment Control	Dual Direction Bucket Positioning"			
C52 Comfort Package	M0349-P07-C52	1	\$5,157.00	\$5,157.00
"Standard Enclosed Cab with AC/Heat	HVAC Headliner			
Sound Reduction	Adjustable Suspension Seat"			
Radio Ready				
Selectable Joystick Controls	M0349-R01-C04	1	\$811.00	\$811.00
12.6" Multi Bar Lug Track	M0349-R09-C05	1	\$612.00	\$612.00
Strobe Light Kit, Amber	7375339	1	\$242.00	\$242.00
Total of Items Quoted				\$77,328.00
Dealer P.D.I.				\$200.00
Freight Charges				\$670.00
Dealer Assembly Charges				\$126.00
Trade-in	2020 T66 . P67 C52, sjc no bucket. Approx 93hrs. S/N			(\$49,314.00)
	B4SB11631			
Discount	Bobcat municipal discounts			(\$24,810.00)
Quote Total - US dollars				\$4,200.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: VB 12.13.2021

Authorized Signature:

Print: Lynn Niggemann Sign: Lynn Niggemann Date: 12/13/2021



Quotation: Wastewater Mixing Equipment for Colfax WWTP

Date: January 17, 2023

Proposal Expiration Date: April 17, 2023

Project #: 67547

To: Randy Bates
 Colfax WWTP,
 PO box 417 Colfax, WI 54730
 Colfaxdpw@colfaxdpw.com • 715-308-0861

From: Mike Christensen, IXOM Regional Manager, Mankato, MN
 Michael.Christensen@ixom.com • 507-317-1976

Lauren Stegeman, IXOM Sales and Service Dept., Dickinson, ND
 Lauren.Stegeman@ixom.com • 866-437-8076

Location Information

Site Name: Colfax WWTP **GPS:** 45.002482, -91.744176

Pricing for Air-Powered Machines:

PN	Qty	Equipment Description	Purchase Cost Total
100542	1	AP2000 floating style mixer(s). T316 stainless steel frame and hardware. Includes: Polypropylene fittings and 10 ft. of T316 stainless steel retrieval chain included for machine retrieval	Included
101118	1	AU400 Air Unit: 560 watt, 120V 1ph, weatherproof rated enclosure. AU400 air flow: 11 cfm @ 5' deep, 6.5 cfm at 9' deep	Included
Equipment Subtotal:			\$7,094
Applicable Taxes:			-to be determined -
FOB Destination, cost for Freight Prepay & Add:			\$1,040
Equipment and Freight Total:			\$8,134

*IXOM Watercare Inc is primarily a mixer company, we offer compressors up to 2 hp in size only. Since this application requires a larger hp compressor (for higher air flow at higher pressure) or a blower (for higher air flow at lower pressure), please contact the air blower / compressor supplier of your choice or a local blower distributor.

Options for Air-Powered Models		
Weatherproof Enclosure	Weatherproof fiberglass enclosure for all compressor units. (Dimensions: 40"D x 28"D x 31"H) Shipping Weight approximately 65lbs.	\$1,743 +\$225 Freight
Securing / Tethering the Unit.	Tethering, SS cable (Note: customer can use a rope or their own tether material where possible)	\$1.75 per foot
1.0" Floating Air Hose	1.0" Floating Air Hose. Air Hose Max SCFM at 500' is 15 SCFM. (customer may supply their own):	\$242 per 50'
1.0" Sinking Air Hose	1.0" Sinking Air Hose. Air Hose Max SCFM at 500' is 15 SCFM. (customer may supply their own):	\$375 per 50'
Factory delivery, placement and startup:	Placement and Startup is within the capability of most cities/contractors.	Call for Pricing

Proposal Expiration: This proposal expires in 90 days, or on the date of any new proposal for this project, whichever is sooner.

Equipment Delivery Time: Delivery time varies, for equipment only it is usually within 3-6 weeks from order date, and for factory placement it is usually within 8-12 weeks from order date, or after receipt of an approved submittal when required.

Warranty: IXOM has the best parts and labor warranties that we are aware of in the industry. The details of the warranty which applies to this project are either attached to this document or are available at:

<https://www.ixomwatercare.com/warranty>

General Terms & Conditions of Sale

These terms and conditions (collectively, "Terms and Conditions") govern all sales of products, equipment and services (collectively, "Goods") agreed to be supplied by IXOM Watercare Inc ("Seller") to any person to whom any quotation is made or who is offering to contract with the Seller ("Buyer"). The Terms and Conditions are incorporated into any order, offer, arrangement or understanding between the Seller and the Buyer (including pursuant to a quotation or letter of offer accepted by the Buyer) as well as any quotation or invoice or any other document to which they are attached (individually and collectively "Order"). All purchases by Buyer are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Buyer's acceptance of the Goods manifests Buyer's assent to the Terms and Conditions and the credit terms offered by Seller. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing or in any prior or later communication from Buyer to Seller, unless Seller expressly agrees to such provision in a written amendment signed by Seller. An Order together with these Terms and Conditions are herein referred to as "Contract".

- 1. Prices; Taxes; Payment Terms; Default:** (a) Prices for Goods and any adjustments to such prices shall be determined in accordance with Seller's final pricing letter or offer forming part of the Contract which has been accepted by Buyer ("Price").
- (b) Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Goods sold hereunder and unless Buyer provides proof of exemption satisfactory to Seller, such may be added to the price of the Goods.
- (c) Subject to Section 1(e) and unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Payments not received when due shall incur service charges at the rate of 1.5% per month (18% per annum) until paid, compounded on a daily basis.
- (d) If any of the events set out in this Section 1(d)(i) through (v) below occur, Seller reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Buyer shall be liable for all costs and expenses incurred by Seller in collecting any overdue amounts, including without limitation reasonable attorneys' fees.

- (i) Buyer defaults in any payments or is unable or states that it is unable to pay its debts as and when they fall due.
- (ii) Buyer commits an act of bankruptcy, files a voluntary petition in bankruptcy or has filed against it an involuntary petition in bankruptcy or has a trustee, receiver, liquidator, custodian, conservator, manager, controller or voluntary administrator appointed in respect of Buyer's estate or any part of Buyer's property or assets.
- (iii) Buyer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it.
- (iv) Buyer makes an assignment for the benefit of its creditors.
- (v) Buyer experiences any analogous event having substantially similar effect to any of the events listed above.

(e) Notwithstanding Section 1(a), Seller may at any time in its sole and unfettered discretion and without being under any duty or obligation to assign reasons, review, alter or terminate Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Seller shall be final and Seller accepts no liability or responsibility for any loss, howsoever arising, incurred by Buyer due to the operation of this condition.

2. Service Delivery & Responsibility to Purchase: (a) Unless agreed otherwise in writing, all shipments are F.C.A. Seller's or its sub-contractor's warehouse. Shipping dates are estimates only and are subject to Seller's lead time policy. Seller shall make all reasonable efforts to have Goods delivered to Buyer on or about the date or within the time frame of the Order but Seller shall not be liable for any failure or delay in delivery for any reason. Buyer is responsible for disposing of all non-returnable containers and shipping materials.

(b) Purchase orders issued by Buyer and placed with Seller are irrevocable and Buyer is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Seller pursuant to such purchase order. If Seller does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Buyer that such Goods are ready, Buyer shall be deemed to have taken delivery from such date and shall be obliged to pay reasonable storage charges payable on demand. Unless otherwise agreed upon by the parties in writing, if Buyer does not accept delivery or collect Goods from Seller when made available at the agreed delivery point in accordance with the Contract, Buyer also will pay Seller for SLC-7548174-2 storage costs and reimburse Seller for any demurrage, transport or futile delivery costs incurred by Seller.

3. Title; Risk of Loss or Damage: Title to and risk of loss of the Goods shall pass to Buyer upon delivery to the carrier at point of shipment.

4. Inspection; Acceptance: Buyer shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Seller's standard sales specifications or the specifications contained in or referenced in the Contract. All claims for damage or shortage of Goods shall be deemed waived unless made in writing and received by Seller within 30 days of delivery of the Goods. If Buyer finds that any of the Goods do not comply with the specifications, Buyer may, at its option, reject that portion of the Goods that fail to comply by providing Seller with a notice made in writing and received by the Seller within 30 days of delivery of the Goods. Failure to timely deliver written notice of any such claim or rejection of the Goods within the warranty period specified in this clause 4 shall be deemed an absolute and unconditional waiver of such claim for damage or shortage or a right to reject such Goods and all claims related there to and shall constitute an unqualified acceptance of such Goods, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether use or application of the Goods shall have then taken place.

5. Returns: Returned Goods shall not be accepted unless Buyer obtains prior written approval and transportation instructions from Seller. All Goods returned to Seller must be in full containers or cases, unopened and in the same condition as when delivered. If a return is approved by Seller, Goods may be returned for exchange or credit only. Seller shall give no cash refunds for returned Goods. Approved returned Goods are subject to a restocking charge of 15% of the invoiced value of such Goods and Buyer shall pay all transportation charges.

6. Limited Warranty: (a) Subject to Section 6(e) and Section 7 below, Seller warrants title and that the Goods shall conform to Seller's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Order. Equipment components not manufactured by Seller which are incorporated in the Goods may, if specified elsewhere in the Contract, be subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all such rights in such vendor's warranties and will provide reasonable assistance in enforcing such rights.

(b) Buyer is solely responsible for determining that the Goods and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Goods or the use of the Goods are provided in good faith based on tests or experience believed to be reliable but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Goods that comply with the warranties in Section 6(a) are fit and suitable for its purposes, requirements, processes, plant and equipment.

(c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, substances processes or materials or services.

(d) In the event the exclusion of some or all of such warranties under section 6(c) for certain goods subject to this contract would be illegal, any additional warranty would be limited to the warranty required by applicable law and to the extent permitted by such law, would be subject to section 6(e) and section 7, and is conditioned upon use in accordance with label directions under normal conditions reasonably foreseeable to seller with buyer assuming the risk of any use contrary to label directions, under abnormal conditions or under conditions not reasonably foreseeable to seller.

(e) Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Seller fails to perform such repair necessitate by a breach of warranty, and such liability and remedy re exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Buyer agrees that the return of the amount paid by buyer to seller for the purchase of the goods which fail to conform with the warranties set forth in section 5.7 shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose.

7. Limitation of Liability: (a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Goods giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total payments received from Buyer under the Contract in connection with the Goods.

(b) To the extent permitted by law and notwithstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental or consequential damages, including without limitation, and loss of profits. Loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract; negligence (including negligent misrepresentation) or other tort, strict liability, breach of statute, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.

8. Safe Storage Handling & Use; Assumption of Risk; Indemnification: Buyer acknowledges that it is familiar with the risks associated with the storage, handling and use of Goods and any waste resulting therefrom. Accordingly and notwithstanding anything to the contrary set forth in the Contract, Buyer covenants and warrants and shall ensure that (i) that it and its employees, agents, carriers and customers are familiar with and adhere to all necessary and appropriate precautions and safety measures to safely store, handle or use the Goods; (ii) it and its employees, agents, carriers and customers shall comply with all applicable Laws, including without limitation, environmental laws and regulations pertaining to the storage, handling and use of Goods; (iii) shall obtain and comply with all required permits and licenses. Seller takes no responsibility for, and Buyer assumes all risks associated with waste characterization, regulatory status and chemical composition of any product, process, material, waste or substance into which the Goods are incorporated or applied. Without limiting the foregoing, Buyer shall further ensure that all storage tanks, vessels, and pipes, hoses and valves and other components used by Buyer or its employees, agents, carriers and customers to store, handle and transfer Goods which are bulk chemicals are properly installed and maintained to prevent injury, death or loss of containment during storage, handling and transfer of such Goods. If Buyer resells or distributes Goods to third parties, Buyer assumes responsibility for ensuring that it provides detailed instructions to such third parties regarding safe storage, handling and use of those Goods and any Storage Items or packaging in which such Goods are stored. To the maximum extent allowed by law, Buyer assumes all risks and liability whatsoever for all injuries, losses and damages to persons or property or otherwise and shall indemnify, defend and hold harmless Seller and Seller's employees and agents against all claims, damages, losses, costs, liabilities, and other expenses (including investigation and attorneys' fees) that Seller incurs or may be obligated to pay as a result of (i) Buyer's, its employees', agents', carriers' or customers' handling, possession, further processing, storage, use treatment, transportation, disposal, sale or other use or disposition of the Goods, whether used alone or in combination with other products, materials, substances or wastes, (ii) Buyer's, its employees', agents', carriers' or customers' violation or alleged violation of any Law, or (iii) Buyer's breach of any of its obligations set forth herein.

9. Force Majeure: Shipments or deliveries may be totally or partially suspended or delayed by Seller during any period in which the Seller may be prevented or hindered from manufacture, delivery or supply through any circumstances outside Seller's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Seller's reasonable control shall include, without limitation, strikes, lockouts or other labor difficulty; acts of carriers; acts of God; acts of civil or military authorities; acts or omissions of Buyer; war; riot; fire; explosion; acts of terrorism; flood; any inability to obtain or lack of any necessary or adequate materials, inputs, fuel, power, labor, equipment, containers, facilities or services on usual terms; power or water shortage; accidents or breakdowns or failures of plant or machinery or apparatus; delays, congestions or blockages at sea ports or transport depots or software, hardware or communication network; changes in applicable Laws; or any other event, whether or not enumerated herein, beyond the reasonable control of Seller that makes impractical the manufacture, transportation or shipment of the Goods or of a material or other resource upon which the manufacture, transportation or shipment of the Goods depends. Seller shall not incur any liability to Buyer in respect of such suspension.

10. Intellectual Property: Seller is the sole and exclusive owner of the Intellectual Property in the Goods and processes incorporated in such Goods, and the rights attached to that Intellectual Property. Nothing herein grants to Buyer any right, title or interest in or to any of the Intellectual Property in the Goods. Buyer shall not claim to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of purchasing Goods sold hereunder. Buyer shall not deconstruct, reverse compile or reverse engineer the Goods in any way for the purpose of deciphering or replicating the chemical composition of the Goods. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, and promotional materials), registered design and other design rights, unpatented secrets and innovations, confidential information, and any other rights that may subsist anywhere in the world in improvements, inventions and other manufacturing processes or technical and other information of Seller. Buyer shall not resell, distribute or supply the Goods to any third party for any reason without Seller's prior written consent.

11. Confidentiality; Entire Agreement; Amendments; Changes to Terms & Conditions: (a) All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods hereunder, concerning such Goods and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other.

Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract.

(b) The Contract constitutes the entire agreement of the parties with respect to the purchase and sale of Goods and supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods, including but not limited to, those relating to the performance of Goods or results that ought to be expected from using the Goods.

12. Governing Law: The rights and duties of the parties and any dispute regarding the sale of Goods covered hereby shall be resolved according to the laws of the state of Colorado, without regard to its conflicts of law provisions. Buyer hereby agrees to submit to the non-exclusive jurisdiction of the courts in the state of Colorado. Any controversy or claim arising out of or relating to the sale of Goods or the dealings between the parties shall be settled exclusively by arbitration in Denver, Colorado by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration rules then in effect, and judgment upon the award shall be entered in any court having jurisdiction thereof. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief obtained.

13. Waiver: No failure to exercise nor any delay or omission in exercising any right, power or remedy by Seller operates as or constitutes a waiver. A single or partial exercise by Seller of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power or remedy. A waiver is not valid or binding on Seller unless made in writing. No failure by Seller to exercise, nor any delay or omission by Seller in exercising any right, power or remedy nor any representation made or conduct carried out by Seller under the Contract or in connection with the supply of Goods or any of them shall constitute or provide grounds for a common law or equitable

14. Severance: If any provision of the Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.

To Accept This Quotation

To order the equipment, please issue a purchase order to IXOM Watercare Inc, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at orderprocessing@ixom.com.

A. Ixom Watercare, Inc. is a Material Supplier of portable equipment. No contracting or construction work of any type is being offered or will be performed by Ixom Watercare, Inc. at the jobsite or at any Ixom Watercare, Inc. location or factory for this project.

1) To order the materials the purchaser should use the same type of purchase order as would be used to order other materials; for example, a desk or a forklift. Please do not order the equipment quoted here with a "contractor" or "subcontractor" agreement of any sort, because Ixom Watercare, Inc. is a material supplier.

2) The US Department of Labor defines a Material Supplier, such as Ixom Watercare, Inc. and its allowable activities. All activities by Ixom Watercare, Inc. factory personnel to transport, place and start up the Ixom Watercare, Inc. portable equipment are incidental to Ixom Watercare, Inc. being a Material Supplier, and Ixom Watercare, Inc. will not perform contracting or construction work of any type for this project.

This IXOM quotation should be attached to the purchase order, and the purchase order should refer to the IXOM quotation by date, and should accept the quotation in its entirety. Acceptable language on the purchase order would be " Quantity: 1. Description: "Equipment per the attached quotation from IXOM dated _____, including all terms shown on that quotation. " If there is any language missing, or extra language in the purchase order such as a referral to specifications, then IXOM will not be able to accept the purchase order.

If a purchase orders is not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to orderprocessing@ixom.com.

[Go to www.ixomwatercare.com/subscribe to sign up for periodic email updates & information including videos, case studies, and other valuable content from Ixom Watercare!](http://www.ixomwatercare.com/subscribe)

Signing below acknowledges acceptance of this quotation.

Proposal Date: January 17, 2023

Proposal Expiration Date: April 17, 2023

Project #: 67547

AP mixer(s), with Freight, Prepaid & Add

Additionl Options _____

Signature

Date

Printed Name

Title

**Administrator-Clerk-Treasurer
January 19, 2023**

Things coming up:

- January 11 – 13, 2023 – Preliminary Audit
- March 15-17, 2023 – Follow-up Audit
- Year-end processes: annual reports and reconciling etc.

Election Dates:

February 21, 2023 - Primary Election

April 4, 2023 – Spring Election

April Election:

Candidate Ballot Placement:

Village President – Vote for 1

- Jeff Prince

Village Trustee – Vote for 3

- Jeff Prince
- Margaret Burcham
- There will be three Write-in lines

There will be an option for the individuals interested in being on the Board as a Trustee or the Village President to become a **REGISTERED Write-in** so that any votes cast for them will count. The process involves completing the CF-1 Campaign Finance Registration Form on or before Friday, March 31, 2023 by noon.

If we end up with vacancies, there will be a process to request interested parties to send a letter of interest to the Board. There would be a vote by the Board to appointing any individual(s) that would use this process.