

Village of Colfax
Village Board Meeting Agenda
Monday, April 22nd, 2019 @ 7 p.m.
Village Hall
613 Main Street, Colfax, WI 54730

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the Village President
6. Consent Agenda
 - a. Minutes
 - i. Citizen Participation Public Hearing and Board Meeting – April 8, 2019
 - ii. Regular Board Meeting Minutes – April 8, 2019
 - b. Training Request - none
 - c. Facility Rental - none
 - d. Licenses
 - i. Colfax Municipal Building Restoration Group – Troy Knutson – 613 Main Street, Six Month Class "B" and "Class B" Licenses - April 23, 2019 to October 22, 2019
 - ii. Colfax Softball Association – Jeff Prince – E8485 State Rd 170, Six Month Class "B" License – May 1, 2019 to October 31, 2019
 - iii. Transient Merchant - Alvin Lu – China Taste Food Truck – April through June 30, 2019 and July 1 through September 30, 2019
 - iv. Operator's License – Braanna Steen – April 23, 2019 to June 30, 2019
7. Consideration Items
 - a. CDBG Grant Application Requirements
 - i. Discussion and approval of interim financing
 - ii. Resolution 2019-08 - authorizing commitment of matching funds
 - b. US Army Corps of Engineers
 - i. Project Partnership Agreement between the Department of the Army and the Village of Colfax, Wisconsin
 - ii. Non-Federal Sponsor's Self-Certification of Financial Capability for Agreements
 - c. Request for Sponsorship – Colfax Fair Board
 - d. Travel Time Pay discussion and possible action
 - e. Part-Time Police Wages-discussion and possible action
 - f. Cramer Consulting updates
 - g. Public Works Ceiling Discussion/Update
 - h. Streets – Sprayer authorization to purchase
 - i. Parks – Discussion regarding purchase of additional folding chairs
 - j. Board of Review Training – 2019 – Select Board member
 - k. Consider Rescheduling 2nd Meeting in May, Memorial Day, to Tuesday, May 28, 2019
8. Review/Approval – Bills – April 8th, 2019 to April 21, 2019
9. Committee/Department Reports – (no action)
 - a. Colfax Police Department – March Report
 - b. Weber Inspection – March Report
 - c. Building Permits – March
 - d. MPIC Pointers (handouts) – FYI
 - e. Administrator-Clerk-Treasurer Report

10. 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.

Citizen Participation Public Hearing and Board Meeting – April 8, 2019

On April 8th, 2019, the Village Board meeting began at 6:30 p.m. at the Village Hall, 613 Main St., Colfax, WI 54730. Members present: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Village President Stene. Others Present: Mark Mosey, Kathy Stahl, Ted Dezurik, Lynn Englehorn, Jon Strand with CBS Squared, Public Works Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

All public participants to sign the sign in sheet – The sign in sheet was passed around and confirmation was made that all attendees had signed in. Village Stene asked attendees to introduce themselves.

Identification of total potential funds and Basic Overview of CDBG program – Strand explained the project and the block grant program. The Wisconsin Department Housing and Urban Development (HUD) is a federal agency that provides funds to states in what is called block grant type programs. The state then takes the funds and provides them to communities as block grants. In Wisconsin it is called CDBG, Community Development Block Grant Program. In order to qualify for funding the community must meet certain income guidelines. The program that the Village is applying for is the CDBG- Public Facilities grant. Some of the other programs available are Economic Development, Housing for low to moderate income individuals (best known for) and emergency assistance programs.

Eligible CDBG activities - The Public Facilities Project is designed to fund infrastructure projects that have an overall community benefit and helps all households in the Village of Colfax, however it has a particular impact on low to moderate income residents because the sewer bill consumes a good portion of their disposable income. So anything that we can do to assist in keeping those rates from continuing to increase is beneficial to those residents.

The project that we are discussing tonight is to stabilize the wastewater treatment plant pond lagoon or levy which is a berm that is built around to lagoon ponds and separate it from the Red Cedar River. The berms purpose is to keep the septic or sewage that is not treated, process it until it is ready to be discharged into Red Cedar River. The erosion issue was identified by the US Army Corp of Engineers in December of 2014. In 2016 the comprehensive research was compiled with options to be considered. One option was to construct a treatment facility which was estimated to cost \$10 million dollars and there would be several factors that may or may not be able to be met. The other option is to stabilize the levy or bank using rip rap. The funds would be almost \$1.7 million. The Army Corp would fund 65% and the Village would be responsible for approximately \$630,000 which is 35% plus additional engineering that would not be covered. With the match funds possibly coming from CDBG grant funds, the Village would still have an approximate \$35 to \$40,000 responsibility.

Presentation of identified community development needs, including housing needs - Any concerns for the Village housing needs should be mentioned at this time. This particular grant does not include housing; however there are funds available for housing needs.

Identification of any community development needs by public, including housing needs and the presentation of activities proposed for CDBG application, including potential residential displacement Strand clarified that the Village will not be reducing any of the housing stock for the project as the land that is part of the project is all vacant land.

Citizen input regarding proposed and other CDBG activities

Stene – wanted to give a little bit more detail regarding the erosion issue. The problem was actually noticed in 2010 when there was a larger rain event and a several hundred feet of the river bank washed away. The Village has not just ignored the problem, but we have been trying to find some sort of financial help to complete the project.

Ted Dezurik asserted that the awareness of the problem has been known and he looks forward to the solution and this sounds like a very good one.

Strand added that the application needs to identify what ramifications there would be if the project does not happen. The DNR and the Army Corp of Engineers have notified the Village that if nothing is done there could be a catastrophic type of failure. As soon as the erosion reaches the top of the bank and the pond water starts to follow that path it would happen it would happen fairly quickly and the entire levy would be compromised in the breach spot. The contents of the lagoon ponds would empty into the river which consists of raw sewage and would cause harm to aquatic life, residents near river, recreational type sports, lakes and fisheries downstream, etc. This type of event would cause a lot of economic hardship. There would be additional cost to get a temporary sewage facility to protect the residents and avoid a health issue and millions of dollars to construct a new facility.

Ted Dezurik asked what the timeline for the project? Strand replied that the US Army Corp of Engineers has to complete the design plan and then there would be the bidding process. The Village and the funding have been the hold up. If the funding was awarded, the process could possibly allow for construction as early as next year.

Kathy Stahl asked if there is a designation for the project that indicates the number of years of an event that may cause a breach. Strand responded that this particular project is closely related to what is referred to is a flood event, however, the issue at the streambank is actually how fast the water is flowing which then causes the erosion of the streambank. What would be the happen if the project does not start until next spring? Strand responded that the project would then be an emergency event causing many concerns such as health and safety of residents. Strand asks how the project would change if an emergency event did occur. Strand and Stene responded that the project would need to be redesigned and built. Whatever would be needed to fix it would need to be done.

Margaret Burcham mentioned another item of concern with the Village Hall and the Library in reference to accessibility to our building in reference to available funding. Strand responded that there is potential funding for accessibility type projects.

Adjourn – All agenda items were completed, and the meeting adjourned at 6:59 p.m.

Gary Stene, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

Village Board Meeting –April 8th, 2019

On April 8th, 2019, the Village Board meeting began at 7:00 p.m. at the Village Hall, 613 Main St., Colfax, WI 54730. Members present: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Others Present: Kathy Stahl, Mark Johnson, Garteh Shambeau with Ayres Associates, Jon Strand with CBS Squared, Police Chief Anderson, Public Works Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

Call to Order

Pledge of Allegiance

Public Comments – none.

Communications from the Village President- Stene wanted to say that he appreciated working with all the Trustees over that last two years. He believes the Board is a good group of individuals that works hard and have interest to continue to move the Village forward.

Consent Agenda

Regular Board Meeting Minutes – March 25th, 2019 – A motion was made by Trustee Halpin and seconded by Trustee M. Burcham to approve the March 25th, 2019 minutes. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Wolff, Davis, Halpin and Stene. Voting Against: none. Motion carried.

Colfax Municipal Building Elevator Commission – FFA Arts & Craft Building-Fairgrounds-August 5 to August 11, 2019 – Request for Fee to Be Waived – Johnson gave the Board an update on the funding that the groups have received towards the elevator project totally approximately \$40,000 and \$655 towards the administration funds. The profits from the thrift, bake and vegetable sale will be donated to the elevator project fund also.

A motion was made by Trustee Halpin and seconded by Trustee Wolff to approve the request to waive the rental fee for the Colfax Municipal Building Elevator Commission's use of the FFA Arts and Craft Building August 5th to August 11th, 2019. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion carried.

Jody Albricht & Jeanie Goldsmith – Beer Garden/Fairgrounds – June 29, 2019 Wedding –A motion was made by Halpin and seconded by Trustee M. Burcham to approve the use of the Beer Garden/Fairgrounds for the Albricht/Goldsmith wedding the week of June 24th, 2019 with the wedding date of June 29, 2019. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion carried.

Roosevelt Street – Possible Bid Award – The results of the Roosevelt Street bids were Haas Sons, Inc. \$252,781.07, A-1 Excavating, Inc. \$268,330, McCabe Construction, Inc. \$269,553.85, Skid Steer Guy, LLC \$274,420 and Pember Companies, Inc. \$283,860.95. A motion was made by Trustee Davis and seconded by Trustee Jenson to award the Roosevelt Street bid to Haas Sons, Inc. in the amount of \$252,781.07. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion carried.

Street Sweeping – Possible Bid Award – The Village received one bid from Don's Sweeper Service, \$6,550 plus \$104/hour for each hour for special events. A motion was made by Trustee Davis and seconded by Trustee Halpin to approve the bid award to Don's Sweeper Service for \$6,550 with any

requested additional services at \$104/hour. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Wolff, Davis, Halpin and Stene. Voting Against: none. Motion carried.

CDBG Grant Application Requirements

Ordinance 2019-03 – Adopting a Fair Housing Ordinance— A motion was made by Trustee M. Burcham and seconded by Trustee Halpin to adopt Ordinance 2019-03 – Fair Housing Ordinance. Voting For: Trustees Stene, Halpin, Davis, Wolff, Jenson, M. Burcham and K. Burcham. Voting Against: none. Motion carried.

Resolution 2019-04-Adopting Relocation Plan – Anti-Displacement Policy – A motion was made by Trustee Jenson and seconded by Trustee Davis to approve Resolution 2019-04 – Anti-Displacement Policy. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion carried.

Resolution 2019-05 – Adopting Excessive Use of Force Resolution – A motion was made by Trustee M. Burcham and seconded by Trustee Wolff to adopt the Excessive Use of Force Resolution. Voting for: Trustees Jenson, M. Burcham, Wolff, K. Burcham, Davis, Stene and Halpin. Voting Against: none. Motion carried.

Resolution 2019-06 – Authorizing Submission of a Community Development Block Grant Application – A motion was made by Trustee Davis and seconded by M. Burcham to approve the submission of the Community Development Block Grant application. Voting For: Trustees K. Burcham, Stene, Halpin, Davis, Wolff, Jenson and M. Burcham. Voting Against: none. Motion carried.

Resolution 2019-07 – Authorizing Representative to accept CDBG award – A motion was made by Trustee Wolff and seconded by Trustee M. Burcham to approve Resolution 2019-07 to grant permission to the Village President to accept the award if the application is approved. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion carried.

Discussion and approval of interim financing – During this discussion Niggemann mentioned that both local banks have verbally authorized that they would be willing to prepare a commitment letter in the amount of \$630,000 to be used as interim financing. A motion was made by Trustee Halpin and seconded by Trustee Wolff to authorized interim financing through either Dairy State Bank or Bremer Bank for up to \$630,000 for the Lagoon Streambank Project. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion carried.

Resolution 2019-08 – Authorizing commitment of Matching Funds – A motion was made by Trustee Jenson and seconded by Trustee M. Burcham to approve Resolution 2019-08 – Authorizing the US Army Corp of Engineers as a matching source of funds. Voting For: Trustees Jenson, M. Burcham, K. Burcham, Stene, Halpin Davis and Wolff. Voting Against: none. Motion carried.

Acquisition/Relocation/Demolition Questionnaire – A motion was made by Trustee Jenson and seconded by Trustee M. Burcham that the Acquisition/Relocation/Demolition Questionnaire was reviewed. Voting For: Trustees Halpin, Davis, K. Burcham, Stene, Wolff, Jenson and M. Burcham. Voting Against: none. Motion carried.

Potential Fair Housing Actions - A motion was made Trustee Halpin and seconded by Trustee Davis that the Potential Fair Housing Actions was reviewed by the Trustees. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Wolff, Davis, Halpin and Stene. Voting Against: none. Motion carried.

Statement of Assurances – A motion was made by Trustee Halpin and seconded by Trustee M. Burcham that the Village President Stene and Administrator-Clerk-Treasurer both initialed and signed the Statement for Assurances. Voting For: Trustees Stene, Halpin, Davis, Wolff, Jenson, M. Burcham and K. Burcham. Voting Against: none. Motion carried.

Lobbying Certification – A motion was made by Trustee M. Burcham and seconded by Trustee Wolff that the Lobbying Certification was review and signed by the Village President. Voting For: Trustees Jenson, Wolff, Davis, Halpin, Stene, K. Burcham and M. Burcham. Voting Against: none. Motion carried.

Citizen Participation Certificate – A motion was made by Trustee Wolff and seconded by Trustee Halpin that the Citizen Participation Certificate was review and signed by Village President Stene and Administrator-Clerk-Treasurer Niggemann. Voting For: Trustees Stene, K. Burcham, M. Burcham, Jenson, Wolff, Davis and Halpin. Voting Against: none. Motion carried.

Public Works Ceiling discussion – MPIC Insurance Company has formally denied the Public Works Ceiling claim per Morgan & Parley, Ltd report. Niggemann is waiting for a response from the Village attorney regarding whether or not the Village has any measures that can be used against the engineer or the contractor.

Salt Shed Tarp Inquiries – There has been a couple requests wondering what the Village plans to do with the tarp from the salt shed. A motion was made by Trustee Davis and seconded by Trustee M. Burcham to use the sealed bid method to sell the tarp. Voting For: Trustees Stene, Halpin, Davis, Wolff, Jenson, M. Burcham and K. Burcham. Voting Against: none. Motion carried.

USDA Wisconsin Rural Development Funding Programs for Individuals and Communities – This was an informational document.

Unsafe Buildings Ordinance – Section 15-1-16 – A motion was made by Trustee Halpin and seconded by Trustee M. Burcham to approve sending a letter to Mr. Felland regarding the condition of his garage and the safety hazard that is being caused. Voting For: Trustees Stene, Halpin, Davis, Wolff, Jenson, M. Burcham, and K. Burcham. Voting Against: none. Motion carried.

Review/Approval – Bills –March 25th, 2019 to April 7th, 2019 - A motion was made by Trustee Davis and seconded by Trustee Stene to approve the bills March 25th to April 7th, 2019. Voting For: Trustees Halpin, Davis, Wolff, Jenson, M. Burcham, K. Burcham and Stene. Voting Against: none. Motion carried.

Adjourn – All agenda items were completed, and the meeting adjourned at 8:07 p.m.

Gary Stene, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 50.00

Application Date: 4/8/19

☐ Town ☒ Village ☐ City of Colfax County of Dunn

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning April 23 and ending Oct 22nd 2019 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) ☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association

(a) Name Colfax Municipal Building Restoration Group

(b) Address 613 Main St P.O. Box 238
(Street)

(c) Date organized 2000 ☐ Town ☒ Village ☐ City

(d) If corporation, give date of incorporation _____

(e) Names and addresses of all officers:

President Troy Knutson

Vice President _____

Secretary Kathy Dunbar 502 Evergreen Colfax

Treasurer Marge Hernandez 208 Main St Colfax

(f) Name and address of manager or person in charge of affair: _____

Troy Knutson P.O. Box 322 Colfax Wi 54730

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 613 Main St. Colfax, Wi. 54730

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? yes / Also Tower Park

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. NAME OF EVENT

(a) List name of the event numerous Events

(b) Dates of event _____

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Troy Knutson (President) Colfax Municipal Building Restoration Group (Signature/date) 1-24-19
(Signature/date)

Officer Kathy Dunbar (Secretary) 1-24-19 (Signature/date)
(Signature/date)

Officer Marge Hernandez (Signature/date) Treasurer

Officer _____ (Signature/date)

Date Filed with Clerk 4-8-19

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 50.00

Application Date: 3-31-19

☐ Town ☒ Village ☐ City of Colfax County of Dunn

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning May 1, 2019 and ending Nov 1, 2019 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) ☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association

(a) Name Colfax Softball Association

(b) Address 502 Pine St. Colfax
(Street)

(c) Date organized 1983 ☐ Town ☒ Village ☐ City

(d) If corporation, give date of incorporation —

(e) Names and addresses of all officers:

President Jeff Prince

Vice President Shawn Olson

Secretary Tammy Briggs

Treasurer Tammy Briggs

(f) Name and address of manager or person in charge of affair: officers

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Hwy 170 - Tom Prince Field E 8485 State Rd 170

(b) Lot — Block —

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: N/A

3. NAME OF EVENT

(a) List name of the event Colfax Softball League

(b) Dates of event May 1, 2019 - Oct 31, 2019

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Tammy R. Briggs
(Signature/date)

Officer —
(Signature/date)

Date Filed with Clerk 4-1-19

Date Granted by Council —

Colfax Softball Assoc.
(Name of Organization)

Officer Jeff Prince - President
(Signature/date)

Officer Shawn Olson - Vice President
(Signature/date)

Date Reported to Council or Board —

License No. —

To Messenger April 17th / Mtg April 20th.

Village of Colfax

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

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

APPLICATION FOR TRANSIENT MERCHANT

RECEIVED

APR 08 2019

Village of Colfax

Date: 4-8-19

Name: Alvin Lu

Address: 938 B E. 6th St. Baldwin WI 54002

Phone: 651-675-7334

Date of Birth: 2-11-89

Seller's Permit No: NA

Name of Employer: China Taste

Description of Merchandise: Chinese Food

Address of Employer: 590 10th Ave. Baldwin WI 54002

Vehicle: Make Toyota

Model Tundra

Color Grey

Year 07

License# HH9635

State of Issuance WI

Dates Business will be conducted: 4-8-19 - 6-30-19 - Mondays

Method of Delivery: Food truck

References in the Area (at least 2): Chetck Cumberland

Last municipality Business Conducted: Oct. 2018

Location of area you intend to cover: Colfax - Kyle's Market parking lot

*** Have you ever been convicted of a felony? Yes _____ No X

This permit is good only for the date approved by the office of the Village Clerk-Treasurer.

APPLICATION FEE: \$10.00 plus
NONREFUNDABLE FEE: \$45.00 Quarterly Fee Pl 4-8-19

RECEIPT # Cash

Alvin Lu
Applicant's Signature

Police Chief Notification: [Signature]

Village of Colfax

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

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

APPLICATION FOR TRANSIENT MERCHANT

RECEIVED

APR 08 2019

Village of Colfax

Date: 4-8-19

Name: Alvin Lu

Address: 938 E 6th St Baldwin WI 54002

Phone: 651-675-7334

Date of Birth: 2-11-89 Seller's Permit No: NA

Name of Employer: China Taste Description of Merchandise: Chinese Food

Address of Employer: 590 10th Ave. Baldwin WI 54002

Vehicle: Make Toyota Model Tundra Color Gray

Year 07 License# HH9635 State of Issuance WI

Dates Business will be conducted: 7-1-19 - 9-30-19 Mondays

Method of Delivery: Food truck

References in the Area (at least 2): Cherik, Cumberland

Last municipality Business Conducted: Oct 2018

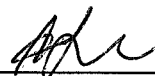
Location of area you intend to cover: Colfax - Kyle's Market parking lot

*** Have you ever been convicted of a felony? Yes _____ No X

This permit is good only for the date approved by the office of the Village Clerk-Treasurer.

APPLICATION FEE: \$10.00 plus
NONREFUNDABLE FEE: \$45.00 Quarterly Fee \$4819

RECEIPT # Cash



Applicant's Signature

Police Chief Notification: [Signature]

Village of Colfax

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

Application for License to Serve Fermented Malt Beverages and Intoxicating Liquors

☐ Provisional License

☒ New License

☐ Renewal License

Fee: \$10.00 each application

Receipt: 16331

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2019, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

Answer the following questions fully and completely: (PLEASE PRINT)

NAME Braanna Marie Steen
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715-529-0096 Email Address luvsn02006@yahoo.com
Current Address 702 Pine St. Colfax 54730 4yrs
(Street) (City) (Zip Code) (yrs. at address)

Previous Address University of Dubuque, Dubuque Iowa
(Street) (City) (Zip Code)

Date of Birth [REDACTED] Age 23

Place of Employment Blind Tiger

POLICE DEPT APPLICABLE OFFENSE CRITERIA

A records check will be conducted for violations of any law or ordinances during the past 10 years that substantially relate to the license applied for. Those convictions are considered by the Village of Colfax in determining whether a license will be granted. You will be notified by the Village of Colfax Police Department if your application is recommended for denial to the Village Board.

Recommendation ☒ Approve

☐ Deny

[Signature]
(Chief of Police or designated staff Signature)

24/10/19
(Date)

STATE OF WISCONSIN/ DUNN COUNTY

The above named applicant, being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license: that all the statements made by applicant are true.

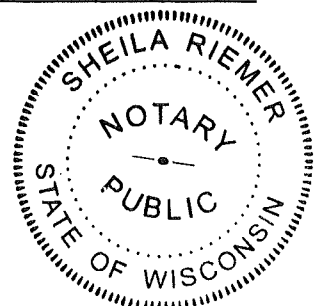
x Braanna Steen
Signature of Applicant

Subscribed and sworn before me this 9th day of April, 20 19.

[Signature]
(Signature of Notary Public)

7-17-22
(Commission Expires)

Date Received: 4-9-19 Date to the Board: _____ Approved or Denied





Certificate of Completion

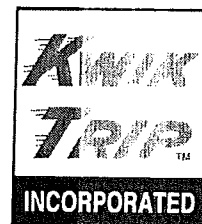
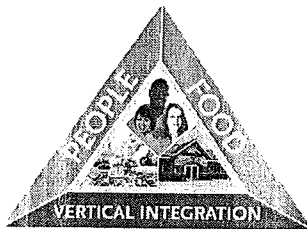
This certifies that

BRAANNA STEEN

Has successfully completed

Learn2Serve Alcohol Certification (WI)

Completed on 10/17/2018 11:11 AM America/Chicago



Kwik Trip, Inc. - P.O. Box 2017 - 1526 Oak Street La Crosse Wisconsin, 54602-2107

608-781-8988

www.kwiktrip.com

Exhibit 1

Preliminary - For Discussion Only

Village of Colfax, WI

Sewer Utility - Debt Service Coverage Projection

REVENUE DEBT AND COVERAGE							
Year	Revenue Available for Debt Service	2013 Utility Rev. Bonds \$1,160,000	Total Revenue Debt Service	Revenue Debt Coverage	2013 G.O. Bonds \$1,310,000	Total Debt Service	Total Debt Coverage
2019	66,093	35,363	35,363	1.87	12,280	47,643	1.39
2020	66,093	34,763	34,763	1.90	12,120	46,883	1.41
2021	66,093	34,163	34,163	1.93	11,940	46,103	1.43
2022	66,093	38,488	38,488	1.72	16,740	55,228	1.20
2023	66,093	32,613	32,613	2.03	16,440	49,053	1.35
2024	66,093	36,863	36,863	1.79	16,110	52,973	1.25
2025	66,093	30,900	30,900	2.14	15,750	46,650	1.42
2026	66,093	-	-	-	15,390	15,390	4.29

Sewer 2018 DRAFT

Operating Revenues	189,057
Operation & Maintenance	122,813
Depreciation	57,282
Operating Expenses	180,095
Operating Income	8,962
Plus: Investment Income	449
Plus: Rents from Utility Property	-
Less: Transfers Out	(600)
Plus: Depreciation	57,282
Amount Available for Debt Service	\$66,093

Exhibit 2

For Discussion Only

Village of Colfax, WI

Sewer and Water Utility - Debt Service Coverage Projection

Year	REVENUE DEBT AND COVERAGE					G.O. DEBT		TOTAL COVERAGE	
	Water Portion 2013		Sewer Portion 2013		Revenue Debt Coverage	Sewer Portion 2013 G.O. Bonds \$1,310,000	Water Portion 2018 G.O. Note \$58,000	Total Debt Service	Total Debt Coverage
	Utility Rev. Bonds \$1,160,000	Utility Rev. Bonds \$1,160,000							
2019	172,392	62,775	35,363	98,138	1.76	12,280	12,606	123,024	1.40
2020	172,392	61,775	34,763	96,538	1.79	12,120	12,342	121,000	1.42
2021	172,392	65,775	34,163	99,938	1.72	11,940	13,056	124,934	1.38
2022	172,392	59,538	38,488	98,025	1.76	16,740	12,720	127,485	1.35
2023	172,392	63,288	32,613	95,900	1.80	16,440	12,366	124,706	1.38
2024	172,392	61,913	36,863	98,775	1.75	16,110		114,885	1.50
2025	172,392	65,400	30,900	96,300	1.79	15,750		112,050	1.54
2026	172,392	63,600		63,600	2.71	15,390		78,990	2.18
2027	172,392	61,800		61,800	2.79			61,800	2.79

	Audit DRAFT - 2018	Sewer DRAFT - 2018	Water DRAFT - 2018
Operating Revenues	452,603	189,057	263,546
Operation & Maintenance Depreciation	249,537 113,745	122,813 57,282	126,724 56,463
Operating Expenses	363,282	180,095	183,187
Operating Income	89,321	8,962	80,359
Plus: Investment Income	683	449	234
Plus: Rents from Utility Property	13,759	-	13,759
Less: Transfers Out	(45,116)	(600)	(44,516)
Plus: Depreciation	113,745	57,282	56,463
Amount Available for Debt Service	\$172,392	\$66,093	\$106,299

Notes: As of December 31, 2017 the Water and Sewer Utilities combined have \$635,875 available in cash and cash equivalents

Exhibit 3

Preliminary - For Discussion Only

Village of Colfax, WI

Sewer Utility - Debt Service Coverage Projection (With Proposed Clean Water Fund Loan)

REVENUE DEBT AND COVERAGE								
Year	Revenue Available for Debt Service	Projected 2019				2013 G.O. Bonds \$1,310,000	Total Debt Service	Total Debt Coverage
		2013 Utility Rev. Bonds \$1,160,000	Clean Water Fund Loan \$645,000	Total Revenue Debt Service	Revenue Debt Coverage			
2019	66,093	35,363		35,363	1.87	12,280	47,643	1.39
2020	66,093	34,763	44,941	79,703	0.83	12,120	91,823	0.72
2021	66,093	34,163	44,941	79,103	0.84	11,940	91,043	0.73
2022	66,093	38,488	44,941	83,428	0.79	16,740	100,168	0.66
2023	66,093	32,613	44,941	77,553	0.85	16,440	93,993	0.70
2024	66,093	36,863	44,941	81,803	0.81	16,110	97,913	0.68
2025	66,093	30,900	44,941	75,841	0.87	15,750	91,591	0.72
2026	66,093		44,941	44,941	1.47	15,390	60,331	1.10
2027	66,093		44,941	44,941	1.47		44,941	1.47
2028	66,093		44,941	44,941	1.47		44,941	1.47
2029	66,093		44,941	44,941	1.47		44,941	1.47
2030	66,093		44,941	44,941	1.47		44,941	1.47
2031	66,093		44,941	44,941	1.47		44,941	1.47
2032	66,093		44,941	44,941	1.47		44,941	1.47
2033	66,093		44,941	44,941	1.47		44,941	1.47
2034	66,093		44,941	44,941	1.47		44,941	1.47
2035	66,093		44,941	44,941	1.47		44,941	1.47
2036	66,093		44,941	44,941	1.47		44,941	1.47
2037	66,093		44,941	44,941	1.47		44,941	1.47
2038	66,093		44,941	44,941	1.47		44,941	1.47
2039	66,093		44,941	44,941	1.47		44,941	1.47

Sewer 2018 DRAFT

Operating Revenues	189,057
Operation & Maintenance	122,813
Depreciation	57,282
Operating Expenses	180,095
Operating Income	8,962
Plus: Investment Income	449
Plus: Rents from Utility Property	-
Less: Transfers Out	(600)
Plus: Depreciation	57,282
Amount Available for Debt Service	\$66,093

Exhibit 4

For Discussion Only

Village of Colfax, WI

Sewer and Water Utility - Debt Service Coverage Projection (With Proposed Clean Water Fund Loan)

Year	REVENUE DEBT AND COVERAGE					G.O. DEBT		TOTAL COVERAGE	
	Water Portion 2013 Utility Rev. Bonds \$1,160,000	Sewer Portion 2013 Utility Rev. Bonds \$1,160,000	Projected 2019 Clean Water Fund Loan \$645,000	Total Revenue Debt Service	Revenue Debt Coverage	2013 G.O. Bonds \$1,310,000	2018 G.O. Note \$58,000	Total Debt Service	Total Debt Coverage
2019	172,392	62,775	35,363	98,138	1.76	12,280	12,606	123,024	1.40
2020	172,392	61,775	34,763	141,478	1.22	12,120	12,342	165,940	1.04
2021	172,392	65,775	34,163	144,878	1.19	11,940	13,056	169,874	1.01
2022	172,392	59,538	38,488	142,966	1.21	16,740	12,720	172,426	1.00
2023	172,392	63,288	32,613	140,841	1.22	16,440	12,366	169,647	1.02
2024	172,392	61,913	36,863	143,716	1.20	16,110		159,826	1.08
2025	172,392	65,400	30,900	141,241	1.22	15,750		156,991	1.10
2026	172,392	63,600		108,541	1.59	15,390		123,931	1.39
2027	172,392	61,800		106,741	1.62			106,741	1.62
2028	172,392			44,941	3.84			44,941	3.84
2029	172,392			44,941	3.84			44,941	3.84
2030	172,392			44,941	3.84			44,941	3.84
2031	172,392			44,941	3.84			44,941	3.84
2032	172,392			44,941	3.84			44,941	3.84
2033	172,392			44,941	3.84			44,941	3.84
2034	172,392			44,941	3.84			44,941	3.84
2035	172,392			44,941	3.84			44,941	3.84
2036	172,392			44,941	3.84			44,941	3.84
2037	172,392			44,941	3.84			44,941	3.84
2038	172,392			44,941	3.84			44,941	3.84
2039	172,392			44,941	3.84			44,941	3.84

	Audit		Sewer		Water	
	DRAFT - 2018		DRAFT - 2018		DRAFT - 2018	
Operating Revenues	452,603		189,057		263,546	
Operation & Maintenance Depreciation	249,537		122,813		126,724	
	113,745		57,282		56,463	
Operating Expenses	363,282		180,095		183,187	
Operating Income	89,321		8,962		80,359	
Plus: Investment Income	683		449		234	
Plus: Rents from Utility Property	13,759		-		13,759	
Less: Transfers Out	(45,116)		(600)		(44,516)	
Plus: Depreciation	113,745		57,282		56,463	
Amount Available for Debt Service	\$172,392		\$66,093		\$106,299	

Notes: As of December 31, 2017 the Water and Sewer Utilities combined have \$635,875 available in cash and cash equivalents

Prepared by Ehlers

4/17/2019

Authorizing Resolution to Commit Match Fund

RESOLUTION NO. 2018-08

A RESOLUTION OF THE BOARD OF THE VILLAGE OF COLFAX, providing a Guarantee of Matching Funds
for the 2019 CDBG-PF Application

Related to the Village of Colfax's participation in the Community Development Block Grant (CDBG)
Program;

WHEREAS, federal monies are available under the CDBG Annual Public Facilities Competition,
administered by the State of Wisconsin Department of Administration, for the purpose of the provision
or improvement of public facilities; and

WHEREAS, the Board of the Village of Colfax has authorized the submission of a Community
Development Block Grant Public Facilities Application to the State of Wisconsin for the following
project: Wastewater Treatment Plant Bank Stabilization; and

WHEREAS, an adequate local financial match must be provided for the proposed Public Facilities
project by the Village of Colfax.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Colfax does hereby authorize the
commitment of match funds to be used as outlined in the CDBG application, for the match amount of
\$1,113,800 from the following secured source(s): The Department of the Army for \$1,080,300. The
Village is also seeking funds from the following pending or potential source: interim financing from
Dairy State Bank or Bremer Bank NA in the amount of \$630,000 for Village's share of the Project in
conjunction with the Department of the Army Agreement and for engineering and administrative costs.

ADOPTED on this 22nd day of April, 2019.

ATTEST: _____
Lynn Niggemann, Administrator-Clerk-Treasurer

The governing body of the Village of Colfax has authorized the above resolution dated April 22, 2019.

Scott Gunnufson, Village President

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
VILLAGE OF COLFAX, WISCONSIN
FOR
COLFAX WASTEWATER TREATMENT LAGOONS SECTION 14

THIS AGREEMENT is entered into this 22nd day of April, 2019, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer and the Village of Colfax, Wisconsin (hereinafter the "Non-Federal Sponsor"), represented by its Village President.

WITNESSETH, THAT:

WHEREAS, Section 14 of the Flood Control Act of 1946, as amended (33 U.S.C. 701r) (hereinafter "Section 14"), authorizes the Secretary to undertake construction, repair, restoration, and modification of emergency streambank and shoreline protection projects not specifically authorized by Congress to prevent damages to highways, bridge approaches, and public works, churches, hospitals, schools, and other non-profit public services;

WHEREAS, pursuant to the authority provided in Section 14, design and construction of the Colfax Wastewater Treatment Lagoons, Colfax, Wisconsin for emergency streambank and shoreline protection (hereinafter the "Project", as defined in Article I.A. of this Agreement) was approved by the Division Commander for Mississippi Valley Division (hereinafter the "Division Commander") on September 27, 2016;

WHEREAS, the cost sharing requirements for flood risk management as provided in Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213), apply to the Project;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 14 may not exceed \$5,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means placing riprap shoreline protection along the lower bank of the Red Cedar River, as generally described in the Colfax Waste Water Treatment Lagoon Integrated Feasibility Report and Environmental Assessment , dated July 29, 2016 and approved by the Commander, Mississippi Valley Division on September 27, 2016.

B. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, placement area improvements, and relocations and for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; or betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

C. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

D. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

E. The term “placement area improvements” means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

F. The term “functional portion thereof” means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for St. Paul District (hereinafter the “District Commander”), although the remainder of the Project is not yet complete.

G. The term “in-kind contributions” means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander. To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any investigations performed by the Non-Federal Sponsor

to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

H. The term “betterment” means a difference in design or construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

I. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

J. The term “Federal Participation Limit” means the \$5,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall contribute a minimum of 35 percent, up to a maximum of 50 percent, of construction costs, as follows:

1. The Non-Federal Sponsor shall pay 5 percent of construction costs.

2. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project. If the Government determines that the Non-Federal Sponsor’s estimated credits for real property interests, placement area improvements, and relocations will exceed 45 percent of construction costs, the Government, in its sole discretion, may acquire any of the remaining real property interests, construct any of the remaining placement area improvements, or perform any of the remaining relocations with the cost of such work included as a part of the Government’s cost of construction. Nothing in this provision affects the Non-Federal Sponsor’s responsibility under Article IV for the costs of any cleanup and response related thereto.

3. In providing in-kind contributions, if any, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

4. After determining the amount to meet the 5 percent required by paragraph B.1., above, for the then-current fiscal year and after considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.2. and B.3., above, the

Government shall determine the estimated additional amount of funds required from the Non-Federal Sponsor to meet its minimum 35 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

5. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and the Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

I. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

J. The Non-Federal Sponsor may request in writing that the Government perform betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the

Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the placement area improvements necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements and shall provide the Non-Federal Sponsor with a written notice to proceed with such improvements. The Non-Federal Sponsor shall construct the improvements in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, placement area improvements, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, construct the placement area improvements, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the

Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests, placement area improvements, or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In any event of discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests, placement area improvements, and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions. Such costs

shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just

compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of placement area improvements required for the Project. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide any placement area improvements required for the Project. Such costs shall include, but not necessarily be limited to, actual costs of constructing the improvements; planning, engineering, and design costs; supervision and administration costs; and documented incidental

costs associated with providing the improvements, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Wisconsin would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

4. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government.

5. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests that were previously provided as an item of local cooperation for another Federal project or for real property interests that are part of the track of land on which the facility or structure to be protected is located, if such track of land was owned by either the Non-Federal Sponsor or the owner of such facility or structure on the effective date of this Agreement.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs are projected to be \$1,662,000, with the Government's share of such costs projected to be \$1,080,300 and the Non-Federal Sponsor's share of such costs projected to be \$581,700, which includes the 5 percent contribution of funds projected to be \$83,100, creditable real property interests, relocations, and placement area improvements projected to be \$6,000, creditable in-kind contributions projected to be \$0, and the additional amount of funds required to meet the minimum 35 percent cost share projected to be \$575,700. Costs for betterments are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests, placement area improvements, and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, St. Paul, B6 " to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund. In addition, if the final accounting determines that the Non-Federal Sponsor's credit for real property interests, placement area improvements, and relocations combined with credit for in-kind contributions exceed its share of construction costs for the Project, the Government, subject to the availability of funds, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsor.

F. If there are real property interests, placement area improvements, relocations, or betterments provided on behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, St. Paul, B6 " to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Village of Colfax, Wisconsin
Administrator-Clerk-Treasurer
613 Main Street, PO Box 417
Colfax, WI 54730

If to the Government:

U.S. Army Corps of Engineers, St. Paul District
Attn: Sec. 14 Colfax WWTL Project Manager
180 Fifth Street East, Suite 700
St. Paul, MN, 55101-1678

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

VILLAGE OF COLFAX, WISCONSIN

BY: _____

Samuel L. Calkins
Colonel, U.S. Army
District Engineer

BY: _____

Scott A. Gunnufson
Village President

DATE: _____

DATE: _____

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Lynn M. Niggemann, do hereby certify that I am the Chief Financial Officer of the Village of Colfax (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Colfax Wastewater Treatment Lagoons Section 14; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Agreement between the Department of the Army and the Village of Colfax for the Colfax Wastewater Treatment Lagoons Section 14.

IN WITNESS WHEREOF, I have made and executed this certification this 22nd day of April, 2019.

BY: _____

TITLE: Administrator-Clerk-Treasurer

DATE: 4/22/2019

Colfax Fair Board

**American Legion Post 131
Colfax FFA Alumni**

April 10, 2019

Village of Colfax
PO Box 417
Colfax, WI 54730

The 2019 Colfax Community Fair is just around the corner and we are celebrating our 100th year! The Colfax FFA Alumni and the Colfax American Legion are again co-sponsoring this event. The dates for the fair are June 20-23, 2019.

Again for this year's fair we will have sponsor boards, which will be on display during the fair. Donations will be listed under four categories:

Bronze	\$25-49
Silver	\$50-99
Gold	\$100-249
Platinum	over \$250

Village usually contributes portable toilet rental + use of facilities. See attached quote.

Your donation last year was a gold sponsor level.

All sponsors will receive recognition on respective sponsor boards, advertising in local newspapers, and the sponsor ribbon that is enclosed to display in your business or home.

This method has been devised so businesses and individuals in the community and surrounding areas are not asked 2-3 times to donate for different activities during the fair. Please send your donation in the enclosed self-addressed stamped envelope to the Colfax Fair Board by May 15, 2019.

To make the fair the success that it has been over the past years we hope we can count on you for your support. This is a big community event and financial costs are becoming harder to meet. We hope we can work together to keep this event going! Any questions, please call Peggy Johnson at 658-1888 or Tom Dunbar at 962-4128.

Thank you for your support,

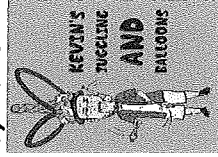
Colfax Fair Board

June 20-23, 2019

F R E E F A I R

FREE STAGE ENTERTAINMENT

Thursday, June 20, 2019

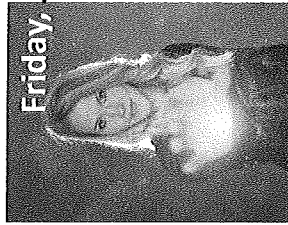


6-8 p.m.

5-7 p.m.



Friday, June 21, 2019



4—4—5:15 p.m.

Lizzy

Comedy Hypnosis

6-8 p.m.

Music by Jim Nelson

Thursday, June 20 FIREWORKS...

10 pm



Friday, June 21

10 pm

(rain date...Saturday)

Carnival

Enjoy \$10 wristbands this year!



Visit facebook for times and more fair information.

Happy hour in the beer tent..

every night 6-8 p.m. 2 for 1

Stein Hoisting Contest

Thursday, Friday

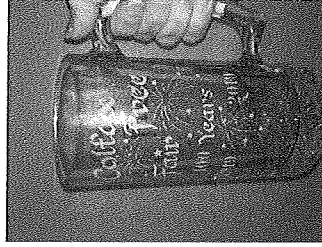
and Saturday

8 p.m. beer tent

1st place \$50

2nd place \$10

3rd place \$5



Sunday, June 23, 2019

11 a.m.—non-denominational

church service

chicken dinner following service

2 p.m. Sunday

Lefse Tasting Contest and Demo

Bean Bag Tournament

1:00 Saturday

FREE STAGE ENTERTAINMENT

Saturday, June 22, 2019

4:00-4:45 p.m.—→



4:45-5:15 p.m. walk around magic

6-8 p.m.—Music by Jordan Herrick

7 p.m.—Introduction of summer sports teams, awards,

\$100 drawing for fair exhibitors

Sunday, June 23, 2019

1 p.m.



Incapable Hands

(sponsored by

CMBRG,

Library & Commercial Club)



2-3 p.m. ↓



100 th

C O L F A X

Myers Septic Service, LLC
2500 20th St
Elk Mound, WI 54739

Invoice

Date 4/19/2019
Invoice # QUOTE 15085

Bill To

Village of Colfax
PO Box 417
613 Main St
Colfax, WI 54730-0417

Address

Colfax Free Fair June 20-23, 2019
6-19-19 delv 3 reg+1 handi unit
6-21/22/23-19 clean all 4 units am
6-24-19 DONE PU ALL UNITS
Site: Southside of Restrooms

P.O. #

Terms

DUE UPON RECEIPT

We APPRECIATE your Business

ALL PAST DUE ACCOUNTS WILL BE ASSESSED A FINANCE CHARGE OF
1% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 12%

Item	Description	Qty	Price	Amount
Pot-Dunn ...	Portable Toilet Rental	3	125.00	375.00
Handi-Dun...	Portable Handi-cap Unit	1	145.00	145.00
DISC-ADV	DISCOUNT - advertising ***SPONSOR***		-100.00	-100.00
Extra Char...	Extra Cleaning - 4 UNITS CLEAN AM ON FRIDAY/SATURDAY/SUNDAY	3	140.00	420.00
DISC-ADV...	DISCOUNT - advertising ***SPONSOR***		-420.00	-420.00
REMINDER	PLEASE MEMO INVOICE # & DUE UPON RECEIPT			0.00
Delv/PU/CI...	This price includes delivery and pickup of all units. Cleaning units include pumping and disposal of waste, refill chemicals and paper products.(excluding-hand sanitizer "REFILL")		0.00	0.00
Surcharge ...	A SURCHARGE of \$50 per service call PLUS a SURCHARGE of \$20 per unit for additional cleanings will be billed separately the last day of event. (this is for NON-scheduled extra cleanings)			0.00
Surcharge ...	A SURCHARGE of \$20 per "REFILL" of hand sanitizer will/can be billed separately the last day of event.			0.00
	CONTACT: TIM MYERS 715-828-1192 CONTACT: Lynn-village clerk 715-962-3311 Peggy Johnson 1-715-658-1888			

FYI- FOR YOUR TAX RECORDS-Myers Septic Service, LLC (we are a
partnership)TAX ID/EIN/TIN #26-3979085

Subtotal	\$420.00
Sales Tax (0.0%)	\$0.00
Total	\$420.00
Payments/Credits	\$0.00
Balance Due	\$420.00

Myers Septic Service, LLC
myerssepticsevicellc@gmail.com
EIN# 26-3979085

715-874-5274

Fact Sheet #22: Hours Worked Under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning what constitutes compensable time under the FLSA. The Act requires that employees must receive at least the minimum wage and may not be employed for more than 40 hours in a week without receiving at least one and one-half times their regular rates of pay for the overtime hours. The amount employees should receive cannot be determined without knowing the number of hours worked.

Definition of "Employ"

By statutory definition the term "employ" includes "to suffer or permit to work." The workweek ordinarily includes all time during which an employee is necessarily required to be on the employer's premises, on duty or at a prescribed work place. "Workday", in general, means the period between the time on any particular day when such employee commences his/her "principal activity" and the time on that day at which he/she ceases such principal activity or activities. The workday may therefore be longer than the employee's scheduled shift, hours, tour of duty, or production line time.

Application of Principles

Employees "Suffered or Permitted" to work: Work not requested but suffered or permitted to be performed is work time that must be paid for by the employer. For example, an employee may voluntarily continue to work at the end of the shift to finish an assigned task or to correct errors. The reason is immaterial. The hours are work time and are compensable.

Waiting Time: Whether waiting time is hours worked under the Act depends upon the particular circumstances. Generally, the facts may show that the employee was engaged to wait (which is work time) or the facts may show that the employee was waiting to be engaged (which is not work time). For example, a secretary who reads a book while waiting for dictation or a fireman who plays checkers while waiting for an alarm is working during such periods of inactivity. These employees have been "engaged to wait."

On-Call Time: An employee who is required to remain on call on the employer's premises is working while "on call." An employee who is required to remain on call at home, or who is allowed to leave a message where he/she can be reached, is not working (in most cases) while on call. Additional constraints on the employee's freedom could require this time to be compensated.

Rest and Meal Periods: Rest periods of short duration, usually 20 minutes or less, are common in industry (and promote the efficiency of the employee) and are customarily paid for as working time. These short periods must be counted as hours worked. Unauthorized extensions of authorized work breaks need not be counted as hours worked when the employer has expressly and unambiguously communicated to the employee that the authorized break may only last for a specific length of time, that any extension of the break is contrary to the employer's rules, and any extension of the break will be punished. Bona fide meal periods (typically 30 minutes or more) generally need not be compensated as work time. The employee must be completely relieved from duty for the purpose of eating regular meals. The employee is not relieved if he/she is required to perform any duties, whether active or inactive, while eating.

Sleeping Time and Certain Other Activities: An employee who is required to be on duty for less than 24 hours is working even though he/she is permitted to sleep or engage in other personal activities when not busy. An employee required to be on duty for 24 hours or more may agree with the employer to exclude from hours worked bona fide regularly scheduled sleeping periods of not more than 8 hours, provided adequate sleeping facilities are furnished by the employer and the employee can usually enjoy an uninterrupted night's sleep. No reduction is permitted unless at least 5 hours of sleep is taken.

Lectures, Meetings and Training Programs: Attendance at lectures, meetings, training programs and similar activities need not be counted as working time only if four criteria are met, namely: it is outside normal hours, it is voluntary, not job related, and no other work is concurrently performed.

Travel Time: The principles which apply in determining whether time spent in travel is compensable time depends upon the kind of travel involved.

Home to Work Travel: An employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City: An employee who regularly works at a fixed location in one city is given a special one day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

Travel That is All in a Day's Work: Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community: Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. As an enforcement policy the Division will not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Typical Problems

Problems arise when employers fail to recognize and count certain hours worked as compensable hours. For example, an employee who remains at his/her desk while eating lunch and regularly answers the telephone and refers callers is working. This time must be counted and paid as compensable hours worked because the employee has not been completely relieved from duty.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243). This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

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"Trueline Model 250BP" has been added to your cart.

[View cart](#) →



Trueline Model 250BP

\$1,998.00

Trueline Striper Model 250BP Battery Powered pavement and concrete striper with 5 gallon paint tank

1

[Add to cart](#)



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- Folding Chairs
- Upholstered
- Folding Chairs
- Wooden
- Folding Chairs
- Resin
- Folding Chairs
- Folding ▾

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855-307-3861

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online

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Sort By: Most Popular

Outlet ▾

TOP SELLER



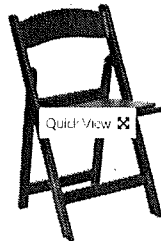
HERCULES Series 1000 lb. Capacity White Resin Folding Chair with White Vinyl Padded Seat
Item # LC-L-1-WHITE-GG

was ~~\$77.00~~ **\$18.99**



☐ Compare product

TOP SELLER



HERCULES Series 1000 lb. Capacity Black Resin Folding Chair with Black Vinyl Padded Seat
Item # LC-L-1-BLACK-GG

was ~~\$77.00~~ **\$18.99**



☐ Compare product

TOP SELLER



HERCULES Series 1000 lb. Capacity Red Mahogany Resin Folding Chair with Black Vinyl Padded Seat
Item # LE-L-1-MAH-GG

was ~~\$83.00~~ **\$22.99**



☐ Compare product

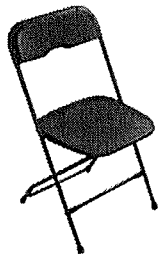
TOP SELLER



HERCULES Series 1000 lb. Capacity White Resin Folding Chair with Slatted Seat
Item # LC-L-1-WHITE-SLAT-GG

was ~~\$77.00~~ **\$21.99**

☐ Compare product



Champ Series Versatile Resin Wedding Folding Chair with Foot Caps - Dark Brown
Item # 131034-MES

was ~~\$20.50~~ **\$12.99**

View All Colors (6)

☐ Compare product



Kids White Resin Folding Chair with White Vinyl Padded Seat
Item # LE-L-1K-GG

was ~~\$45.00~~ **\$15.99**

☐ Compare product



1000 lb. Max Sand Beige Resin Folding Chair
Item # R101-RESIN-SAND-BEIGE-CSP

was ~~\$34.99~~ **\$30.99**

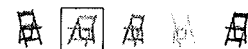


☐ Compare product



1000 lb. Max Flint Gray Resin Folding Chair
Item # R101-RESIN-FLINT-GRAY-CSP

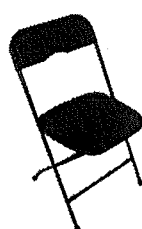
was ~~\$34.99~~ **\$30.99**



☐ Compare product



1000 lb. Max White Resin Folding Chair
Item # R101-RESIN-WHITE-CSP



Champ Series Versatile Resin Wedding Folding Chair with Foot Caps - Black
Item # 131002-MES



Champ Series Versatile Resin Wedding Folding Chair with Foot Caps - Bright White
Item # 131003-MES



1000 lb. Max Red Mahogany Resin Folding Chair
Item # R-101-RM-CSP

4/18/2019 1:00 PM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 4/08/2019 From Account:

Thru: 4/21/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
75472	4/15/2019	ARROW INTERNATIONAL, INC	677.50
75473	4/15/2019	BOBCAT PLUS	4,900.00
75474	4/15/2019	CARLTON DEWITT	508.50
75475	4/15/2019	CBS SQUARED, INC	2,060.22
75476	4/15/2019	CITY OF EAU CLAIRE FIRE & RESC	290.19
75477	4/15/2019	COMMERCIAL TESTING LAB	153.00
75478	4/15/2019	COUNTRY SAMPLER	19.98
75479	4/15/2019	DAKOTA SUPPLY GROUP	1,256.00
75480	4/15/2019	DEMCO INC	228.26
75481	4/15/2019	DUNN COUNTY CLERK	212.50
75482	4/15/2019	DUNN COUNTY CLERK	459.91
75483	4/15/2019	DUNN COUNTY RECYCLING	2,895.10
75484	4/15/2019	DUNN ENERGY COOPERATIVE	81.00
75485	4/15/2019	E.O. JOHNSON	43.59
75486	4/15/2019	EXPRESS MART	402.01
75487	4/15/2019	GEORGE ENTZMINGER	100.00
75488	4/15/2019	GILBERTS OF SAND CREEK	35.99
75489	4/15/2019	GRAPHIC CONTROLS	162.23
75490	4/15/2019	H & H PLUMBING	340.00
75491	4/15/2019	HENRY SCHEIN	303.00
75492	4/15/2019	HYDROCORP	542.00
75493	4/15/2019	LBR ELECTRIC	175.00
75494	4/15/2019	LIFTOFF LLC	108.00
75495	4/15/2019	MAYO CLINIC	12.00
75496	4/15/2019	MID-AMERICAN RESEARCH CHEMICAL	1,003.57
75497	4/15/2019	MISSISSIPPI WELDERS SUPPLY CO.	129.54
75498	4/15/2019	MP CLOUD TECHNOLOGIES	499.00
75499	4/15/2019	POWERPLAN	323.80
75500	4/15/2019	ROBERT FALK	66.85
75501	4/15/2019	RYAN BAUER	57.57
75502	4/15/2019	SCHILLING SUPPLY	203.10
75503	4/15/2019	SYNERGY COOPERATIVE	2,428.16
75504	4/15/2019	TAINTER MACHINE	1,640.00

4/18/2019 1:00 PM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 4/08/2019 From Account:
Thru: 4/21/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
75505	4/15/2019	UHS PREMIUM BILLING	1,093.18
75506	4/15/2019	VIKING DISPOSAL, INC	154.00
75507	4/15/2019	VILLAGE OF COLFAX	409.88
75508	4/15/2019	WATER CARE SERVICES	31.50
75509	4/15/2019	ZEMPEL APPRAISAL SERVICE	1,906.60
75510	4/15/2019	ZOLL MEDICAL CORP	420.00
75511	4/15/2019	ZUERCHER TECHNOLOGIES	1,636.80
75512	4/17/2019	BETH JEAN	300.00
75513	4/17/2019	GARY BRAATEN	135.00
75514	4/17/2019	MEDICARE PART B	596.03
75515	4/17/2019	STRUCTURES UNLIMITED, LLC	8,340.00
75516	4/17/2019	WEA INSURANCE TRUST	8,837.48
EFTPS	4/18/2019	EFTPS-FEDERAL-SS-MEDICARE	5,245.60
WIDOR	4/12/2019	WI DEPARTMENT OF REVENUE	300.00
WIDOR	4/18/2019	WI DEPARTMENT OF REVENUE	989.93
AMAZON	4/17/2019	AMAZON.COM	1,000.68
BREMER	4/10/2019	CARDMEMBER SERVICE	1,618.10
CHARTER	4/21/2019	CHARTER COMMUNICATIONS	551.30
WIDCOMP	4/18/2019	WISCONSIN DEFERRED COMPENSATION	175.00
WEENERGIES	4/15/2019	WE ENERGIES	682.60
WEENERGIES	4/15/2019	WE ENERGIES	483.98
Grand Total			57,225.23

WILLIAM J. ANDERSON
CHIEF OF POLICE

PHONE (715) 962-3136
FAX (715) 962-4357

COLFAX POLICE DEPARTMENT

PO BOX 417, 613 MAIN ST.

COLFAX, WI 54730

MARCH 2019 MONTHLY POLICE REPORT

CALLS FOR SERVICE: 78

TRAFFIC STOPS: 32

OVT (Parking Citations): 11

- ASSIST OTHER AGENCY: 4
 - Search Warrant
 - Man with possible weapon
 - Disorderly in county
 - Traffic control
- LOST/FOUND: 1
 - Found wallet
- AMBULANCE ASSIST: 3
- PROBATION ARREST: 1
- TRAFFIC ACCIDENT: 1
 - 1 car crash
- SUSPICION: 4
 - Group of snowmobiles late at night at school
 - Unknown subject knocking late at night
 - Late night vehicle at business
 - Known drug related vehicle at closed business
- JUVENILE: 5
 - Disorderly conduct x 3 (2 at school)
 - Harassment
 - Threats on social media

- TRAFFIC COMPLAINT: 2
 - Water over road
 - Broken stop sign
- CIVIL: 2
 - Exchange of property
 - Trespassing tenants
 -
- CHECK WELFARE: 3
 - Female not heard from
 - Check welfare of child at residence
 - Suicidal male- committed to hospital
 -
- DECEASED PARSON: 1
 - Died of natural causes
- PAPER SERVICE: 1
 - Eviction
- 911 MISDIAL: 1
- WARRANT ARREST: 1
- HARASSMENT: 1
 - Unwanted contact from male
- OWI ARREST: 1
- DOMESTIC: 1
 - Argument between husband and wife
- ANIMAL ABUSE: 1
 - Unfounded report of dog being abused
- THEFT: 1
 - Stolen pickup



2921 Ingalls Road
Menomonie, WI 54751

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

Activity Report

Village of Colfax

March

Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/> 3/28/2019	Herrick	Permit Issued		Remodel
<input type="checkbox"/> 3/28/2019	Herrick	Electrical Upgrade	Passed	
<input type="checkbox"/> 3/28/2019	Holte	Final Inspection/Occupancy	Passed	

Weber Inspections

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

Building Permit

Village of Colfax

Date 3/28/19

Issued to: Jim Herrick

Address: 206 Roosevelt St. , Colfax Wis.

Project: Electrical Upgrade.

Permits Issued:

Inspections Needed:

☒

Yes

☐

No

	Cost
Construction	
HVAC	
Electrical	\$45.00
Plumbing	
Erosion Control	
Total	\$ 45.00

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

Wisconsin Division of Safety and Buildings Wisconsin Stats. 101.63, 101.73		VILLAGE OF COLFAX UNIFORM BUILDING PERMIT APPLICATION			Application No. <div style="text-align: center; font-size: 1.2em;">2019- 2</div>	
		Parcel No.				
PERMIT REQUESTED		<input type="checkbox"/> Constr. <input type="checkbox"/> HVAC <input type="checkbox"/> Electric <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control Other:				
Owner's Name <i>Jim Herrick</i>		Mailing Address <i>N 10695 - Colfax, WI 53750</i>		Tel. <i>715-962-4377</i>		
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Lic/Cert#		Mailing Address Tel. FAX#		
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Lic/Cert#		Mailing Address Tel. FAX#		
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Lic/Cert#		Mailing Address Tel. FAX#		
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Lic/Cert#		Mailing Address Tel. FAX#		

PROJECT LOCATION		Lot area _____ Sq. ft.		_____ 1/4, _____ 1/4, of Section _____, T _____ N, R _____ E (or) W			
Building Address <i>804 Roosevelt</i>		Subdivision Name		Lot No.		Block No.	
Zoning District(s)		Zoning Permit No.		Setbacks:		Front _____ ft. Rear _____ ft. Left _____ ft. Right _____ ft.	

1. PROJECT <input type="checkbox"/> New <input checked="" type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Raze <input type="checkbox"/> Addition <input type="checkbox"/> Move <input type="checkbox"/> Other:		3. OCCUPANCY <input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other:		6. ELECTRICAL Entrance Panel Amps: _____ <input type="checkbox"/> Underground <input type="checkbox"/> Overhead		9. HVAC EQUIPMENT <input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Basebd/ Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Cond. <input type="checkbox"/> Other:		12. ENERGY SOURCE <table style="width:100%; text-align: center;"> <tr> <td>Fuel</td> <td>Nat Gas</td> <td>LP</td> <td>Oil</td> <td>Elec</td> <td>Solid</td> <td>Solar</td> </tr> <tr> <td>Space Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <input type="checkbox"/> Dwelling unit has 3 kilowatt or more in electric space heating equipment capacity.				Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar	Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar																										
Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																										
Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																										
2. AREA INVOLVED Unfin. _____ Sq Ft Bsmt _____ Sq Ft Living Area _____ Sq Ft Garage _____ Sq Ft Deck _____ Sq Ft		4. CONST. TYPE <input type="checkbox"/> Site-Built <input type="checkbox"/> Mfd: <input type="checkbox"/> WI UDC <input type="checkbox"/> U.S. HUD 5. STORIES <input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other: <input type="checkbox"/> Plus Basement		7. FOUNDATION <input type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> Other:		10. SEWER <input type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit No.:		BTU/HR Total Calculated Envelope and Infiltration Losses ("Maximum Allowable Heating Equipment Output" on Energy Worksheet; "Total Building Heating Load" on WIScheck report)																								
		8. USE <input type="checkbox"/> Seasonal <input type="checkbox"/> Permanent <input type="checkbox"/> Other:		11. WATER <input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well		14. EST. BUILDING COST \$ <i>102,000</i>																										

I agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If I am an owner applying for an erosion control or construction permit, I have read the cautionary statement regarding contractor financial responsibility on the reverse side of the last ply. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

APPLICANT'S SIGNATURE <i>Jim Herrick</i>		DATE SIGNED <i>3-21-19</i>	
---	--	-----------------------------------	--

APPROVAL CONDITIONS		This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. <input type="checkbox"/> See attached for conditions of approval.	
<i>Interior Remodel</i>			

		Municipality Number of Dwelling Location <div style="text-align: center; font-size: 1.2em;">1 7 1 1 1</div>	
--	--	--	--

FEES: Plan Review \$ _____ Inspection \$ _____ Wis. Permit Seal \$ _____ Other \$ _____ Total \$ <i>10,000</i>		PERMIT(S) ISSUED <input type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control		PERMIT ISSUED BY: Name <i>George Entzminger</i> Date <i>3-21-19</i> Tel. <i>715-962-4402</i> Cert No. _____	
--	--	---	--	---	--

Administrator-Clerk-Treasurer
April 19, 2019

Roosevelt Street –Pre-Construction meeting on Tuesday, April 23, 2019.

Clinic in Colfax – Still thinking positive!

Election Dates - No more elections until 2020.

Public Works Building – Public Property Committee meeting Wednesday, April 24, 2019?

Welcome Back Scott Gunnufson to the Village President position.

Board of Review – Looking for a Board of Review member that is interested in doing the training which needs to be submitted annually. The last three years the members that completed the training were Davis, K. Burcham, Wolff and myself. The training will need to be completed before May 30, 2019. The DVD is about 3 hours long and consists of several chapters and there is a test at the end. After the training is complete, there is a test, however they go over the answers and explain why each answer is correct. We can have more than one trained member each year so if there are multiple people that is fine also😊

Trustee Vacancy – You will see an ad in the Messenger posting for the vacancy as noted below.

Village of Colfax
Trustee Vacancy

The Colfax Village Board is seeking a candidate to fill a vacant Trustee position expiring April 2021. Please contact the Village Hall at 715-962-3311, or send a letter of interest to: Village of Colfax, Re: Trustee Vacancy, P.O. Box 417, Colfax, WI 54730. The deadline for submission is Thursday, May 9th, 2019 at 10:00 a.m.

Full-Time Public Works General Laborer – The employment ad that has been posted is listed below:

Employment Opportunity
Village of Colfax
Full-Time Public Works - General Laborer

The Village of Colfax, WI is accepting applications until Monday, May 6th, 2019 at 10:00 a.m. for a Full-Time Public Works General Laborer, with a current rate of pay range of \$16.00 to \$19.00/hour, depending on qualifications. This position will receive health, dental & life insurance plus retirement, other than those required by law.

The General Laborer works under the policy direction of the Village Board, under the supervision of the Public Works Director. Position performs a variety of complex and routine general laborer tasks such as operation of light, medium and heavy-sized equipment, building cleaning/maintenance, lawn care, routine vehicle and equipment maintenance, assist with maintenance and repairs of streets, sidewalks,

water, sewer, parks and cemetery, among other various tasks as assigned. Position typically works Monday-Friday day shifts, with flexibility based on departmental needs.

It is the policy of the Village to ensure equal employment opportunity for all employees and appointed representatives. This commitment includes a mandate to promote and afford equal treatment to all employees and Village appointees. To assure equal employment opportunity based on ability and fitness to all persons regardless of race, religion, color, creed, national origin, sex, marital status, age, or the present of any sensory, mental, or physical disability unless such disability effectively prevents the performance of duties required by the position and the Village is unable to make a reasonable accommodation which would obviate the limitation created by the disability.

Application and job description are available on the Village's website: www.villageofcolfaxwi.org, and at Colfax Village Hall, 613 Main Street, Colfax WI 54730. Completed application shall be mailed or dropped off to the Village Clerk's Office, PO Box 417, 613 Main Street, Colfax, WI 54730.

Lynn M. Niggemann
Administrator-Clerk-Treasurer