

Village of Colfax
Village Board Meeting Agenda
Monday, September 9th, 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. Regular Board Meeting Minutes – August 26th, 2019
 - b. Training Request - none
 - c. Facility Rental - none
 - d. Licenses
 - i. Operator's Licenses- September 9th, 2019 to June 30, 2020 – Tiffany Reed – Kyle's Market
7. Consideration Items
 - a. Request for 40% Sidewalk Reimbursement – 502 Balsam Street
 - b. East View Development
 - i. Single-Family Documents
 1. Acceptable Materials
 2. Number of Trees
 - ii. Multi-Family Documents
 1. Acceptable Materials
 2. Number of Trees
 - iii. Phase Two – Free Lot opportunity
 - c. Public Works Building Ceiling – Re-install new steel
 - d. Elevator Committee Possible New Member
8. Review/Approval – Bills – August 26th, 2019, to September 8th, 2019
9. Committee/Department Reports – (no action)
 - a. Colfax Rescue Squad Report - August 2019 Report
 - b. Building Permits – August 2019
 - c. Public Safety Committee Minutes – August 13, 2019
 - d. Street Committee Minutes – August 26, 2019
 - e. Plan Commission Minutes – August 27, 2019
 - f. ACT Notes
10. Closed Session - Motion to convene into closed session pursuant to WI Statutes 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - a. Medical Facility
11. Open Session – Motion to convene into open session to take any action resulting from the closed session.
 - a. Medical Facility
12. Adjourn

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn M. Niggemann - Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962-3311 by 2:00 p.m. the day prior to the meeting so that any necessary arrangements can be made to accommodate each request.

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

Village Board Meeting – August 26, 2019

On August 26th, 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, Berge, Jenson, M. Burcham, K. Burcham and President Gunnufson. Others Present: Gideon and Erin St. Aubin, Jennifer Homeyer from Bauman Associates, Police Chief Anderson, Director of Public Works 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- none.

Consent Agenda

Regular Board Meeting Minutes –August 12th, 2019 - A motion was made by Trustee Halpin and seconded by Trustee M. Burcham to approve the Regular Board meeting minutes of August 12th, 2019. Voting For: Trustees Halpin, Davis, Berge, Jenson, M. Burcham, K. Burcham and Gunnufson. Voting Against: none. Motion carried.

Training Request -none

Facility Rentals – none.

Licenses

Operator's Licenses – August 26, 2019 to June 30, 2020

1. Joni Koehler – Synergy Cooperative
2. Emily Sedahl – Blind Tiger

A motion was made by Trustee Halpin and seconded by Trustee M. Burcham to approve Joni Koehler's operator's license for the term ending June 30, 2020. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Berge, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

A motion was made by Trustee Jenson and seconded by Trustee Halpin to approve Emily Sedahl's operator's license for the term ending June 30, 2020. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Berge, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

Colfax Firefighters Ball – September 7, 2019 to September 9, 2019 –Picnic License – A motion was made by Trustee Davis and seconded by Trustee Halpin to approve the Colfax Firefighters Ball Picnic License for September 7 to September 9, 2019. Voting For: Trustees Halpin, Davis, Berge, Jenson, M. Burcham, K. Burcham and Gunnufson. Voting Against: none. Motion carried.

Consideration Items

Bow Hunting Request – Gideon St. Aubin – St. Aubin explained that he would like permission for his family to hunt Village property located near Riverview Avenue, parcel number 17002229110932000002. A motion was made by Trustee Halpin and seconded Trustee Davis to approve the request to hunt the Village property with the parcel number 17002229110932000002 for the hunting season 2019 to 2020. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Berge, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

ZOR TIN Lizzies Request for Donation for the Colfax Firefighter's Parade – A motion was made by Trustee Halpin and seconded by Trustee M. Burcham to approve a \$50 donation to the ZOR TIN Lizzies for the Colfax Firefighter's Parade. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Berge, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

Resolution 2019-10-CDBG Grant Depository Account – A motion was made by Trustee Halpin and seconded by Trustee Berge to approve Resolution 2019-10, the CDBG Grant Depository Account. Voting For: Trustees Halpin, Davis, Berge, Jenson, M. Burcham, K. Burcham and Gunnufson. Voting Against: none. Motion carried.

Resolution 2019-11-Dairy State Bank Loan \$630,000 – Sewer Lagoon Streambank – A motion was made by Trustee Davis and seconded by M. Burcham to approve Resolution 2019-11 for the Dairy State Bank Loan \$630,000. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Berge, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

2018 Audit Review – Jennifer Homeyer – Homeyer reviewed the letter to management and the Village Board as well as explained the financial statement. She answered any questions that the Village Board had. No action was needed.

Cedar Street discussion- Consider Recommendation from the Street Committee – Trustee Jenson, Chair of the Street committee made a motion and Trustee Berge seconded that the Village pay 100% of the \$1,531.50 with a signed agreement drawn up from the attorney transferring any and all risk to the property owner once construction is complete. Voting For: Trustees Berge, Jenson and Gunnufson. Voting Against: Trustees Davis, K. Burcham and M. Burcham. Abstained: Trustee Halpin. Motion failed due to tie vote.

A motion was made by Trustee Davis and seconded by Trustee Jenson that the Village pays 60% of the \$1,531.50 or \$918.90 and a signed agreement generated by the attorney transferring any and all risk to the property owner after construction is complete. Voting For: Trustees Davis, Berge, Jenson and M. Burcham. Abstained: Trustee Halpin. Voting Against: Trustees K. Burcham and Gunnufson. Motion carried.

Review/Approval – Bills –August 12th, 2019 to August 25th, 2019 – A motion was made by Trustee M. Burcham and seconded by Trustee Berge to approve the bills for August 12th, 2019 to August 26th, 2019. Voting For: Trustees K. Burcham, M. Burcham, Jenson, Berge, Davis, Halpin and Gunnufson. Voting Against: none. Motion carried.

Adjourn – A motion was made by Trustee Davis and seconded by M. Burcham to adjourn the meeting at 8:01 p.m. A voice vote was taken and members voting to adjourn the meeting.

Scott A. Gunnufson, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

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: 20.00

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2020, 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 Tiffany Ann Reed
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715-781-6389 Email Address tdanielson17@outlook.com

Current Address 122 Park DR TRR 108 Colfax WI 54730 4RPS
(Street) (City) (Zip Code) (yrs. at address)

Previous Address 507 Big Bluestem Ln Apt 1 Colfax WI 54730
(Street) (City) (Zip Code)

Date of Birth [REDACTED] Age 32

Place of Employment Kyle's Market

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] 8/26/2019
(Chief of Police or designated staff Signature) (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 Tiffany Reed Tiffany Reed
Signature of Applicant

Subscribed and sworn before me this 21st day of August, 2019.

[Signature] 06/04/2021
(Signature of Notary Public) (Commission Expires)

Date Received: 8-22-19 Date to the Board: _____ Approved or Denied: _____

Serving Alcohol Incorporated

is proud to present this certificate to

Tiffany Reed

for successful completion of the online course

Wisconsin Alcohol Seller Server Course



PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6) and 125.04 (5) (a) 5. Wis. Stats.

Verify online at
servingalcohol.com

Verification Code

I7StY66Q05

Date Issued

Jul 22nd, 2019

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Wisconsin Bartender License

Name: Tiffany Reed

Certification Date: Jul 22nd, 2019

Certificate Code: I7StY66Q05

Verify Online: servingalcohol.com

125.17(6) & 125.04(5)(a)5, Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

851283

Statement

DATE

TO

TERMS

NEULESSEN CONCRETE

IN ACCOUNT WITH

BRUCE RUNOLE

502 BALSOM ST.
COLFAX WI.

TEAR OUT + REPLACE

72x5 360

8x4 32

392

@ \$4.60

~~\$1800.00~~

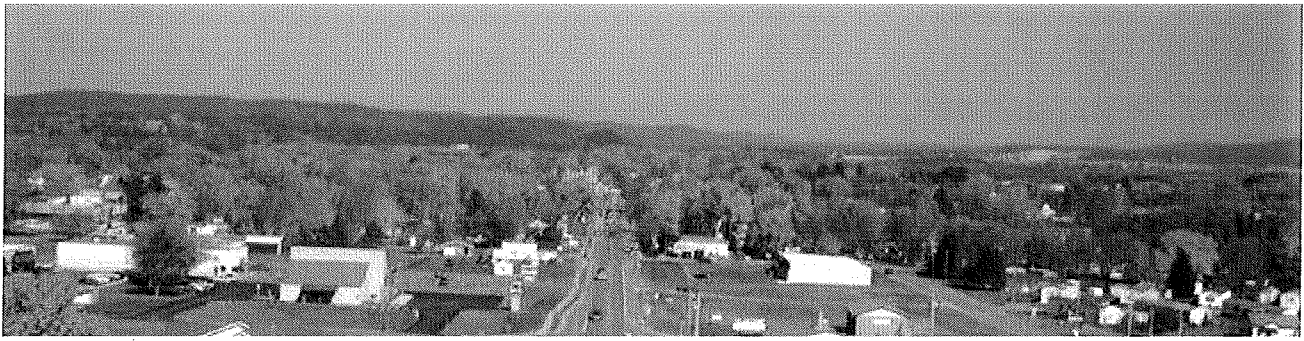
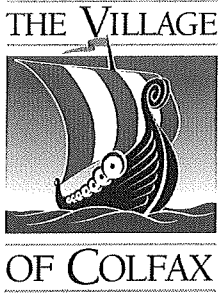
Tom Miller

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT



FREE Residential Lots Available in The Friendliest Little Town in Wisconsin!

The Village of Colfax is pleased to announce the creation of the **East View Residential Community!**

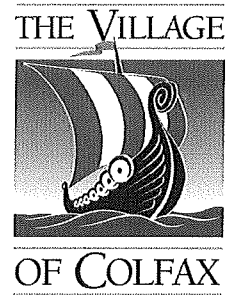
The Village of Colfax **East View Residential Community** is the first phase of a residential concept located off Dunn Street on the east side of the Village of Colfax.

- ◆ The Village is providing six (6) single family residential lots, **free** to potential homeowners or homebuilders, on a first come, first served basis.
- ◆ All lots are between 14,400 sq. ft and 16,000 sq. ft. in area.
- ◆ All lots are zoned R-1 Single Family Residential and must be used for single family homes.
- ◆ The potential homeowner or homebuilder must complete construction of a single family Residential home within twelve (12) months of signing a Developers Agreement.
- ◆ The Village will provide municipal utilities to the lot.
- ◆ When completed, the home must have a minimum equalized assessed value of \$160,000. The land has an equalized assessed value of approximately \$15,000.
- ◆ For more information, please contact the Village of Colfax Clerk at 715-962-3311.



Located along the Red Cedar River in Western Wisconsin, the Village of Colfax has much to offer! Excellent K-12 school district, local parks and recreation, great local businesses and industry provides an atmosphere that attracts friendly people and creates a pleasant environment to raise a family or just retire. Located on a State Highway within 20 miles of I-94, Menomonie and Eau Claire, the Village offers a small town atmosphere with easy access to large city amenities!

Thank you for your interest in our East View Residential Community !



Potential homeowners and homebuilders must fulfill the following:

Provide Proof of Pre-Approval: The Village will require a letter from your lender showing that you are pre-approved to build your planned home.

Sign a Developers Agreement: The Village will require a Developers Agreement specifying landscaping, home materials, assessed value, and other items to ensure a quality home and neighborhood.

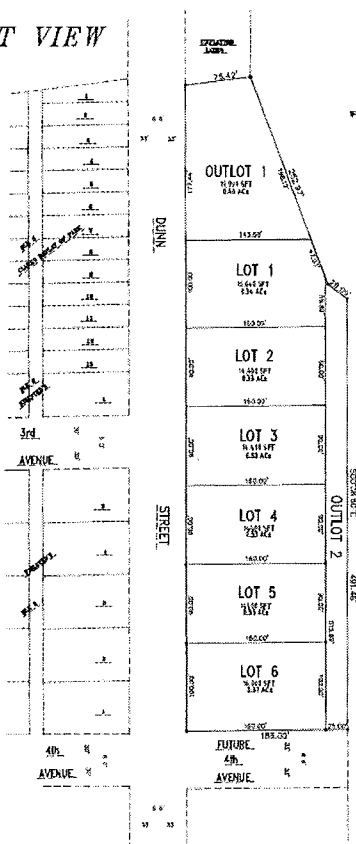
Provide a Retainage Fee: The Village will require a \$2,500 retainage fee. The retainage fee will be returned once a the Certificate of Occupancy is issued.

Complete Construction: Upon signing the Developers Agreement, you will have 12 months to build a home on your lot.

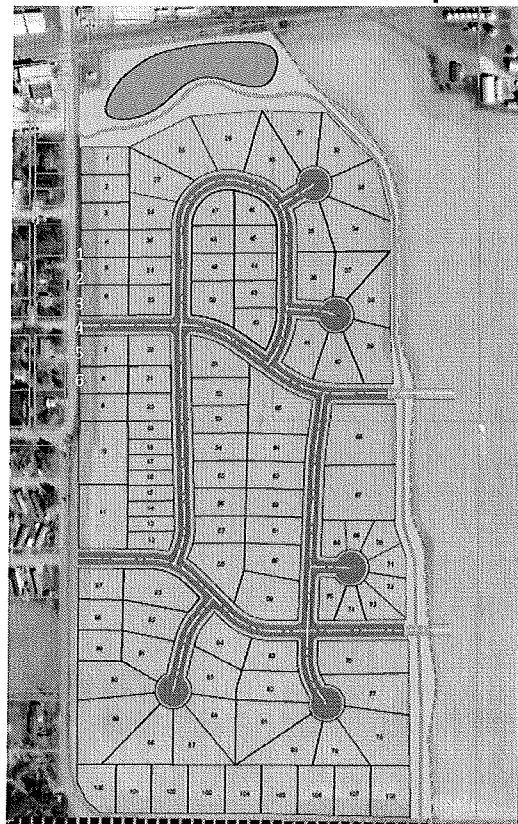
The Village of Colfax is excited about this program and the opportunities it presents to new homeowners and homebuilders.

We look forward to welcoming you into our community.

EAST VIEW



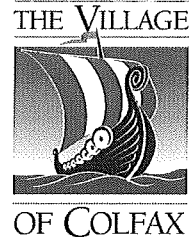
East View Residential Concept



**APPLICATION TO PURCHASE A VILLAGE OWNED
SINGLE-FAMILY RESIDENTIAL LOT
IN THE EAST VIEW DEVELOPMENT
Colfax, Wisconsin**

To All Prospective Home Builders and Home Owners:

Thank you for your interest in our East View Residential Lot Program. Through the Program, the Village is making six (6) residential lots available to qualified purchasers at no cost. The Village requires that the completed home has an equalized assessed value of not less than \$160,000.



To be considered for a free lot, please provide the following information and return it to Lynn Niggemann, Village Administrator-Clerk-Treasurer.

Applicant Information

Name of Developer: _____

Address: _____

Phone Number: _____

Email Address: _____

Contact Person: _____

Property (see attached East View Final Plat)

Lot Number: _____

Parcel Number: _____

Description of Proposed Single Family Home

Number of Stories: _____

Exterior Materials: _____

Number of Car Garage: _____

Please provide an example (drawing, rendering or photo) of the home you are proposing to build.

You must provide a letter from your lender showing that you are pre-approved to build your planned home and attach it with this application.

For Village Office Use Only

A completed application was received on the _____ day of _____, 20____.

Lynn Niggemann, Village Administrator-Clerk-Treasurer

The completed application was (approved)(denied) by the Village Board on the _____ day of _____, 20____.

Lynn Niggemann, Village Administrator-Clerk-Treasurer

Once your completed application is approved by the Colfax Village Board, the following steps need to be completed before construction can begin.

1. Sign a Developers Agreement (the Administrator-Clerk-Treasurer can provide an example)
2. Provide a Retainage Fee of \$2,500. The Retainage Fee will be returned once you receive a Certificate of Occupancy.
3. Receive your new lot.
4. Complete construction of your new home within twelve (12) months of signing the Developers Agreement.
5. Obtain your Certificate of Occupancy.

**AGREEMENT FOR THE PURCHASE OF A VILLAGE OWNED
SINGLE-FAMILY RESIDENTIAL LOT
EAST VIEW DEVELOPMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between _____, the “Developer”, and the Village of Colfax, a Wisconsin municipal corporation, the “Village”.

RECITALS

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

Legal description shown in Attachment 1.

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

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

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

11. The Developer agrees to plant and establish a lawn using sod or grass seed. Natural lawns are prohibited. At least one (1) tree must be planted on the property. The trees must be species recommended by the Village of Colfax. Each tree shall be a minimum 1.5” in diameter. Trees cannot be planted in utility easements.

12. Closing costs.

A. Village Costs. The following costs shall be paid by Village:

(a) expenses of placing title in proper condition

B. Developer Costs. The following costs shall be paid by Developer:

(a) recording fees; and

(b) title examination and certification to the title insurance company and any other costs of the title company for preparing the title commitment and title insurance premium.

(c) preparation of Warranty Deed and Transfer Return

13. The Developer agrees that no construction work shall be scheduled for the Project without the Director of Public Works’ approval of the starting date and schedule. This schedule shall be attached as Attachment 2 and incorporated herein as if fully set forth. No work shall commence on the Property until all parties have signed this Agreement and all Attachments have been attached.

14. Supplemental Conditions

A. No Vested Rights Granted

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

B. No Waiver

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

C. Amendment/Modification

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

D. Default

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

E. Attorney's Fees

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

F. Entire Agreement

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

G. Severability

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

H. Non-Assignability

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

I. Immunity

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

15. Notice

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

if to Developer:

if to Village:

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

16. Recording

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

17. Consent Not to be Unreasonably Withheld

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

18. Effective Date

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

VILLAGE OF COLFAX

By: _____
Scott A. Gunnufson, Village President

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

STATE OF WISCONSIN)
)ss.
COUNTY OF DUNN)

Personally came before me this _____ day of _____, 20____, the above-named Scott A. Gunnufson, Village President and Lynn Niggemann, Village Administrator/Clerk/Treasurer, of the Village of Colfax, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the Village of Colfax.

Notary Public, State of Wisconsin
My Commission Expires: _____

NAME OF DEVELOPER BUSINESS.

By: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

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

Notary Public, State of Wisconsin
My Commission Expires: _____

ATTACHMENT 1

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

See Attached Map

ATTACHMENT 2

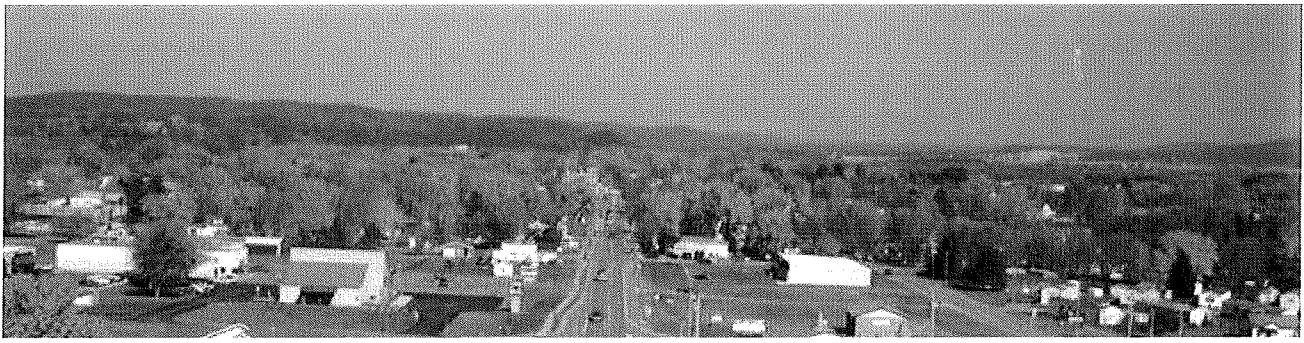
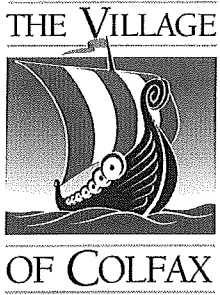
Improvement Schedule

Obtain Ownership of Parcel

Begin Construction

Certificate of Occupancy

Final Approval



FREE Residential Lots Available in The Friendliest Little Town in Wisconsin!

The Village of Colfax is pleased to announce the creation of the **East View Residential Community!**

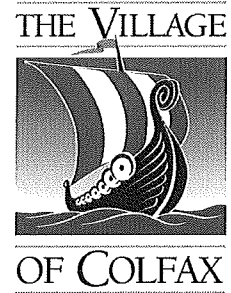
The Village of Colfax **East View Residential Community** is the first phase of a residential concept located off Dunn Street on the east side of the Village of Colfax.

- ◆ The Village is providing six (6) lots, **free** to potential homeowners or homebuilders, on a first come, first served basis.
- ◆ All lots are between 14,400 sq. ft and 16,000 sq. ft. in area.
- ◆ Phase one lots are zoned R-1 Single Family Residential and must be used for single family homes. Phase two lots will be zoned R-4, Two-Family Residential or R-5 Multi-Family Residential.
- ◆ The potential homeowner or homebuilder must complete construction of a single family Residential home within twelve (12) months of signing a Developers Agreement.
- ◆ The Village will provide municipal utilities to the lot.
- ◆ All plans will go through a review process. When completed, a single-family home must have a minimum equalized assessed value of \$160,000 while a multi-family home equalized assessed value will be determined during the review process. The land has an equalized assessed value of approximately \$15,000.



Located along the Red Cedar River in Western Wisconsin, the Village of Colfax has much to offer! Excellent K-12 school district, local parks and recreation, great local businesses and industry provides an atmosphere that attracts friendly people and creates a pleasant environment to raise a family or just retire. Located on a State Highway within 20 miles of I-94, Menomonie and Eau Claire, the Village offers a small town atmosphere with easy access to large city amenities!

Thank you for your interest in our East View Residential Community !



Potential homeowners and homebuilders must fulfill the following:

Provide Proof of Pre-Approval: The Village will require a letter from your lender showing that you are pre-approved to build your planned home.

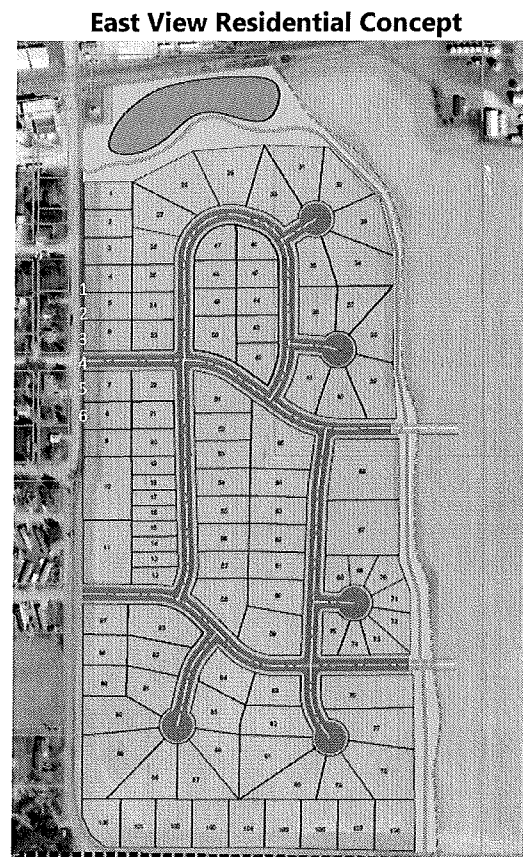
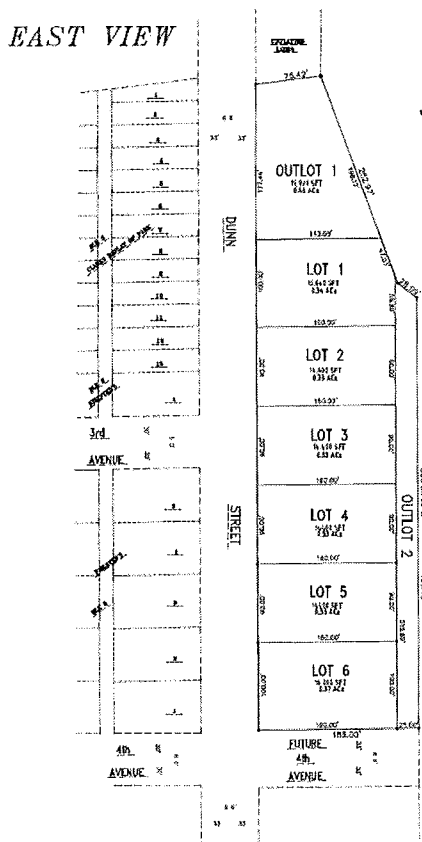
Sign a Developers Agreement: The Village will require a Developers Agreement specifying landscaping, home materials, assessed value, and other items to ensure a quality home and neighborhood.

Provide a Retainage Fee: The Village will require a \$2,500 retainage fee. The retainage fee will be returned once a the Certificate of Occupancy is issued.

Complete Construction: Upon signing the Developers Agreement, you will have 12 months to build a home on your lot.

The Village of Colfax is excited about this program and the opportunities it presents to new homeowners and homebuilders.

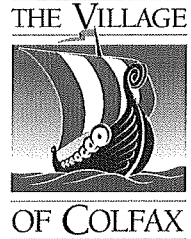
We look forward to welcoming you into our community.



**APPLICATION TO PURCHASE A VILLAGE OWNED
MULTI-FAMILY RESIDENTIAL LOT
IN THE EAST VIEW DEVELOPMENT
Colfax, Wisconsin**

To All Prospective Home Builders and Home Owners:

Thank you for your interest in our East View Residential Lot Program. Through the Program, the Village is making six (6) residential lots available to qualified purchasers at no cost. The Village requires that the building plans are reviewed and approved by the Planning Commission and an approximate equalized assessed value be determined during the pre-construction phase.



To be considered for a free lot, please provide the following information and return it to Lynn Niggemann, Village Administrator-Clerk-Treasurer.

Applicant Information

Name of Developer: _____

Address: _____

Phone Number: _____

Email Address: _____

Contact Person: _____

Property (see attached East View Final Plat)

Lot Number: _____

Parcel Number: _____

Description of Proposed Single Family Home

Number of Stories: _____

Exterior Materials: _____

Number of Car Garage: _____

Please provide an example (drawing, rendering or photo) of the home you are proposing to build.

You must provide a letter from your lender showing that you are pre-approved to build your planned home and attach it with this application.

For Village Office Use Only

A completed application was received on the _____ day of _____, 20____.

Lynn Niggemann, Village Administrator-Clerk-Treasurer

The completed application was (approved)(denied) by the Village Board on the _____ day of _____, 20____.

Lynn Niggemann, Village Administrator-Clerk-Treasurer

Once your completed application is approved by the Colfax Village Board, the following steps need to be completed before construction can begin.

1. Sign a Developers Agreement (the Administrator-Clerk-Treasurer can provide an example)
2. Provide a Retainage Fee of \$2,500. The Retainage Fee will be returned once you receive a Certificate of Occupancy.
3. Receive your new lot.
4. Complete construction of your new home within twelve (12) months of signing the Developers Agreement.
5. Obtain your Certificate of Occupancy.

**AGREEMENT FOR THE PURCHASE OF A VILLAGE OWNED MULTI FAMILY LOT
EAST VIEW DEVELOPMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between _____, the “Developer”, and the Village of Colfax, a Wisconsin municipal corporation, the “Village”.

RECITALS

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Developer is receiving a Village-owned multi-family lot at no cost, but the Developer becomes responsible for installing Village approved water, sanitary sewer and stormwater utilities extended from the utility mains to connect to Village utilities and undertaking the construction of a new multi-family residential dwelling on the property in the Village at the following described site:

Legal description shown in Attachment 1.

2. It is the responsibility of the Developer, at the Developer's expense, to connect to municipal utilities, provide curb cuts, repair street and to grade the parcel to provide stormwater control as specified by the Village Board, Public Works Director, and/or Village Engineer.
3. As a part of the Project, the Developer will submit a properly completed application to purchase for a Village-owned parcel.
4. The Developer further agrees to provide proof of preapproval of mortgage financing in the form of a letter from the Developer's lender showing that the Developer is pre-approved for financing to build a single family residential dwelling.
5. The Developer must provide a retainage fee at the time of execution of this Agreement in the amount of \$2,500. The fee will be returned to the Developer when the Certificate of Occupancy is provided by the Village. In the event that the Developer does not provide a Certificate of Occupancy within twelve (12) months of the execution of this agreement, all such retainage fees held by the Village shall be forfeited by Developer to the Village.
6. The Developer agrees that they will commence and complete construction of the dwelling on the property and obtain Certificate of Occupancy within twelve (12) months of the execution of this Agreement. In the event that Developer does not commence and complete the construction as referenced above, Developer agrees to re-convey the Property to the Village upon written request of the Village at the expense of the Developer and at no cost to the Village.
7. The Developer will bring the plan documents to the Planning Commission for review. An assessed value will be determined by the Village assessor. Based on the assessed value, the Developer specifically guarantees the payment of any shortfall in anticipated real estate taxes generated by the property for ten (10) years if the actual equalized assessed value is less than the guaranteed equalized assessed value provided above.
8. The Developer guarantees the driveway surface shall be concrete, asphalt, pavers, or flagstone. A gravel driveway is prohibited.
9. The Developer agrees to obtain all necessary permits from the Village, State, WDNR, etc. as needed for the construction of the multi-family residential dwelling.
10. The Developer agrees to plant and establish a lawn using sod or grass seed. At least one (1) tree must be planted on the property. The trees must be species recommended by the Village of Colfax. Each tree shall be a minimum 1.5" in diameter. Trees cannot be planted in utility easements.

11. Closing costs.

A. Village Costs. The following costs shall be paid by Village:

(a) expenses of placing title in proper condition

B. Developer Costs. The following costs shall be paid by Developer:

(a) recording fees; and

(b) title examination and certification to the title insurance company and any other costs of the title company for preparing the title commitment and title insurance premium.

(c) preparation of Warranty Deed and Transfer Return

13. The Developer agrees that no construction work shall be scheduled for the Project without the Director of Public Works' approval of the starting date and schedule. This schedule shall be attached as Attachment 2 and incorporated herein as if fully set forth. No work shall commence on the Property until all parties have signed this Agreement and all Attachments have been attached.

14. Supplemental Conditions

A. No Vested Rights Granted

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

B. No Waiver

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

C. Amendment/Modification

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

D. Default

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

E. Attorney's Fees

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

F. Entire Agreement

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

G. Severability

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

H. Non-Assignability

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

I. Immunity

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

15. Notice

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

if to Developer: _____

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

16. Recording

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

17. Consent Not to be Unreasonably Withheld

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

18. Effective Date

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

VILLAGE OF COLFAX

By: _____
Gary Stene, Village President

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

ATTACHMENT 1

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

See Attached Map

ATTACHMENT 2

Improvement Schedule

Obtain Ownership of Parcel
Begin Construction
Certificate of Occupancy
Final Approval

Lynn Niggemann

From: Patrick Beilfuss <patrick.beilfuss@cedarcorp.com>
Sent: Wednesday, September 4, 2019 10:39 AM
To: Colfax Clerk Treasurer (clerktreasurer@villageofcolfaxwi.org)
Subject: Lot Width

Hi Lynn: I looked through the Village's code for duplexes. This would be the R-4 Two family district. The minimum lot frontage is 90'. This still seems to be enough but 100' is probably more desirable based on what I'm seeing in Menomonie.

Patrick L. Beilfuss, A.I.C.P.

Senior Planner

Cedar Corporation

604 Wilson Avenue | Menomonie | WI | 54751

Office: 715-235-9081 | TF: 800-472-7372

patrick.beilfuss@cedarcorp.com

www.cedarcorp.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at <http://www.cedarcorp.com/disclaimer> for more details.

This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at <http://www.cedarcorp.com/disclaimer> for more details.

Savvy Home Solutions, Inc.
 E3762 530th Avenue
 Menomonie, WI 54751

Estimate

Name/Address
Village of Colfax 614 Railroad Ave Colfax WI 54730

Date	Estimate No.	Project
07/02/19	98	

Item	Description	Quantity	Cost	Total
Labor	fasten existing steel, install new 2x4 purlines, install new steel		4,320.00	4,320.00
Materials	80-2x4x16', 50 sheets of 21' steel, 1-25# box sheet metal screw, 1-5# box sheet metal screws, 1-25# box 3 1/2" wood screws		4,358.00	4,358.00
Can Begin September 12th, projected time of 4 days			Total	\$8,678.00

Contractor: Scott Gregory Dwelling Contractor License:DCQ-111400017

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 8/26/2019 From Account:
Thru: 9/08/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
XCEL	8/30/2019	XCEL ENERGY	3,723.59
75821	8/27/2019	SERVICEMASTER RESTORATION & CLEANING	2,158.73
75822	8/27/2019	ZOR TIN LIZZY	50.00
75823	8/30/2019	24-7 TELCOM	24.95
75824	8/30/2019	A-1 EXCAVATING, INC	196.00
75825	8/30/2019	ADAM'S AUTO REPAIR	36.60
75826	8/30/2019	ASPEN MILLS	26.68
75827	8/30/2019	AT&T MOBILITY	435.85
75828	8/30/2019	AYRES ASSOCIATES	2,268.86
75829	8/30/2019	BAUER BUILT TIRE	506.84
75830	8/30/2019	BEAR VALLEY ELECTRIC	2,615.00
75831	8/30/2019	CENTURY LINK	110.14
75832	8/30/2019	CHARTER COMMUNICATIONS	251.90
75833	8/30/2019	CHIPPEWA VALLEY TECH COLLEGE	69.00
75834	8/30/2019	CITY OF MENOMONIE	200.00
75835	8/30/2019	COLFAX COMMUNITY FIRE DEPT	5,611.64
75836	8/30/2019	DUNN CO HIGHWAY DEPT	125.00
75837	8/30/2019	FARRELL EQUIPMENT & SUPPLY CO.	977.42
75838	8/30/2019	FERNO-WASHINGTON, INC	43.29
75839	8/30/2019	GENERAL COMMUNICATIONS	850.00
75840	8/30/2019	HALRON LUBRICANTS INC	107.74
75841	8/30/2019	HAWKINS, INC.	1,449.22
75842	8/30/2019	HILL TRUCKING	326.11
75843	8/30/2019	HUEBSCH	94.52
75844	8/30/2019	HYDROCORP	542.00
75845	8/30/2019	JOHN DEERE FINANCIAL	159.44
75846	8/30/2019	LBR ELECTRIC	143.69
75847	8/30/2019	MARK JOHNSON	102.00
75848	8/30/2019	MENARDS-EAU CLAIRE	167.77
75849	8/30/2019	MYERS SEPTIC SERVICE	198.10
75850	8/30/2019	OIUM ASPHALT PAVING CO	3,288.00
75851	8/30/2019	SCHILLING SUPPLY	104.19
75852	8/30/2019	SHERWIN WILLIAMS	875.20

9/06/2019

1:38 PM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 8/26/2019 From Account:
Thru: 9/08/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
75853	8/30/2019	SPECTRUM	8,439.00
75854	8/30/2019	THE PLUMBER	358.00
75855	8/30/2019	VIKING ELECTRIC SUPPLY	76.50
75856	8/30/2019	WAL MART COMMUNITY/GEGRB	130.88
75857	8/30/2019	WASTEWATER TRAINING SOLUTIONS	370.00
AFLAC	8/28/2019	AFLAC	440.66
EFTPS	9/05/2019	EFTPS-FEDERAL-SS-MEDICARE	5,759.08
WIDOR	9/05/2019	WI DEPARTMENT OF REVENUE	1,056.28
WIETF	8/29/2019	WI DEPT OF EMPLOYEE TRUST FUNDS	3,128.92
WIETF	9/03/2019	WI DEPT OF EMPLOYEE TRUST FUNDS	3,063.38
WIDCOMP	9/05/2019	WISCONSIN DEFERRED COMPENSATION	185.00
Grand Total			50,847.17

Colfax Rescue August 2019 Report

Municipalities Responded To:

Village of Colfax	12
Village of Elk Mound	10
Village of Wheeler	4
Township of Elk Mound	6
Township of Colfax	9
Township of Grant	0
Township of Sand Creek	0
Township of Otter Creek	4
<u>Township of Tainter</u>	<u>9</u>
Total	54

Receiving Facilities:

Mayo Clinic Health Systems Eau Claire	11
Mayo Clinic Health Systems Bloomer	1
Mayo Clinic Health Systems Menomonie	14
Hospital Sisters Health Systems Sacred Heart	2
Marshfield Health System Eau Claire	6
Cancelled	4
Standby	6
No Transport	7
<u>Horse Show</u>	<u>3</u>
Total	54

Financials:

Old system Revenue: \$600.97

New System Pleases see the last page of report.

C.R.S. Notes:

- C.R.S. Annual meeting was represented by the Village of Colfax, Village of Elk Mound, Town of Otter Creek, Town of Elk Mound.
- Upcoming September Events: 5 days of Horse Shows, 2 days of City Farm Days, Firefighter's Parade, 4 J.V. Football games, 3 C Team football Games, 3 Varsity Football Games.
- M7 is scheduled on Sept. 9th for an oil change, replace windshield wash reservoir (no longer holds fluid), and replace headlight assembly (Glue did not hold from earlier deer hit it wobbles). M8 is scheduled for repairs from a June mishap (cosmetic only) so it will be out of service September 16-20th.
- Reminder of September 11th Patriots Day flags are flown at half staff in remembrance of the civilians, Firefighters, EMT's, Police and Soldiers who died on September 11th. Sacred heart Hospital is holding a ceremony of the 11th for those who are interested in remembering the fallen.
- August Training was case reviews conducted by Lisa fields N.P. from HSHS Sacred Heart. We also had a special guest a trauma patient who stopped in and thanked the crew that responded to his incident. September training will be a review of Drugs both prescribed and street drugs (which are becoming more prevalent in our area).
- Road Construction projects that are scheduled or on going that we were notified of: Dunn St Railroad Crossing, Hwy 25 bridge construction.
- Remember School is in session. Please stop for school busses and pedestrians in cross walks. The best accidents are the ones that did not occur.



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

August

Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/> 8/5/2019	Babb	Permit Issued		Remodel
<input type="checkbox"/> 8/5/2019	Babb	Electrical Upgrade	Passed	
<input type="checkbox"/> 8/5/2019	Hellmann	Final Inspection/Occupancy	Passed	
<input type="checkbox"/> 8/12/2019	Morrell	Final Inspection/Occupancy	Passed	
<input type="checkbox"/> 8/12/2019	Digre	Permit Issued		Remodel
<input type="checkbox"/> 8/27/2019	Colfax Manor	Permit Issued		Remodel

Weber Inspections

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

Building Permit

Village of Colfax

Date 8/12/19

Issued to: Sharon K. Digre

Address: 308 Main St. , Colfax Wis. 54730

Project: Remodel bathroom & bedroom.

Permits Issued:

Inspections Needed:

Yes

No

	Cost
Construction	\$90.00
HVAC	
Electrical	\$25.00
Plumbing	\$35.00
Erosion Control	
Total	\$ 150.00

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

Weber Inspections

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

Building Permit

Village of Colfax

Date 8/27/19

Issued to: Colfax Manor

Address: 900 University Ave. , Colfax Wis. 54730

Project: 2 new front entries on units.

Permits Issued:

Inspections Needed:

Yes

No

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

Chg.

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

Weber Inspections

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

Building Permit

Village of Colfax

Date 8/5/19

Issued to: Galen Babb

wis. 54730

Address: 211 CedAR St. , Colfax

Project: Electric Upgrade.

Permits Issued:

Inspections Needed:

Yes

No

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

Chg.

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

Public Safety Committee Meeting

August 13th, 2019

5:30 p.m.

The Village of Colfax Public Safety Committee met on August 13th, 2019 at 5:30 p.m. at the Colfax Rescue Squad Building, 614C Railroad Ave., Colfax, WI. Members Present were: Gunnufson, Davis and Chair Berge. Also present were Rescue Director Knutson and Administrator-Clerk-Treasurer Niggemann.

Review the 2020 Budget – Possible Recommendation for the Rescue Squad Annual Meeting/Possible Recommendation to the Village Board

- a. Review projected year-end 2019 budget
- b. Brainstorm ways to get part-time EMT's more active
- c. Review Revenue Rates
- d. Capital Improvements Plan

Knutson talked through his expense spreadsheet showing the expenses through July 31, 2019 and his estimated budget for 2020. He explained that there are additional line items to assist with some future reporting requirements for Medicare. The 2020 proposed budget began at \$428,776.85 which was less than 1% increase. During the expense discussion, wages were discussed in great detail in regards to overtime. Weld, Riley SC provided a letter giving a few responses to review when we inquired about giving the employees a bonus if they met a certain number of hours. Aside from increase the hourly rate, which would be most appealing; bonuses would be allowable. Revenues generally come through tax dollars disbursed to each municipality that contracts with the Colfax Rescue Squad. This figure is calculated on a per capita basis with a rate determined each year. The other revenue is collected from the runs or calls that the ambulance responds to. The runs are billed out to private insurance companies, Medicare, Medicaid or to the patient. Some of the collection is out of our hands due to federal limit caps for ambulance services. The Rescue Squad has seen a decrease in revenue and is actively looking into changes in processing to assist in increasing the collection revenue. Knutson is proposing a rate increase greater than CPI percentage of 2.8%; average of approximately 20%. Knutson gave three variations of the per capita revenue. The current rate \$16.67 with increase up to \$17.17. With \$17.17 as the per capita, the increase would be 3.06% and the proposed revenue would be \$414,023. Knutson made adjustments to expenses to match the revenue. The Capital Improvements Plan was discussed with the focus on ambulance purchase. The committee suggested that due to the deficit last year and the Rescue Squad not having any available fund balance; the ambulance purchase should be put off until the Rescue Squad can acquire a consistent net income.

A motion was made by Gunnufson and seconded by Davis to recommend the 2020 proposed budget for Rescue Squad to the Annual Rescue Squad meeting and the Village Board with Revenue at \$414,023 and Expenses at \$414,023. Voting For: Gunnufson, Davis and Berge. Voting Against: none. Motion carried.

Adjournment – A motion was made by Davis and seconded by Gunnufson to adjourn the meeting at 7:49 p.m. All members voted in favor. Meeting adjourned.

Chad Berge, Chairperson

Street Committee Meeting

August 26, 2019

5:30 p.m.

The Village of Colfax Street Committee met on August 26, 2019 5:30 p.m., at the Village Hall. Members present were Chair Jenson, Trustees K. Burcham and Gunnufson. Also present were Mark Halpin, Margaret Burcham, Lisa Fleming with Ayres Associates, Director of Public Works Bates, LeAnn Ralph with the Messenger and Administrator-Clerk-Treasurer Niggemann.

Cedar Street – Legion Dr. to Third Ave. – Possible Recommendation to the Village Board

Jenson began by stating her recommendation is that the Village pays 50% of the \$1,531.50 and the property owner pay 50%. The reason is due to the fact that there has been standing water on the property prior to Cedar Street being resurfaced. Some landscaping could be done to help minimize the problem that existed prior to the street. It was acknowledged that the problem may be worse; however there are a lot of variables that play a role, such as above average large rainfalls and above average snowfalls. Halpin responded that there never was any water in the basement prior to the road. It is the Village responsibility to make sure stormwater is taken care of. K. Burcham stated that he is in favor of option four of Fleming's report which states an underground pond would be installed. However, there are some issues that would need to be addressed in conjunction with the work; an attorney's agreement to identify who is responsible for what and when. Fleming stated that an easement would be necessary for an area of 20 feet around the stormwater pond. Jenson suggested that the Village pays 50% of the \$1,531.50 and a waiver would need to be signed. Bates responded to whether he thought the drainage would work; he stated that the water drainage would be better. He reminded the committee that the road was brought up to the same height as it was 32 to 35 years ago. M. Burcham stated that if the property owner would take the stump out, landscape and add gutter to the house, there would be less of a water issue. Halpin stated that the water comes from the north. Bates said what happened with the water three years ago? Halpin said it stayed on Cedar Street and then Third Avenue to Woods Run. Gunnufson said that he is hung up on the Board's responsibility to the tax payers. He thinks the Village should pay the full amount of \$1,531.50, have an attorney draft a document stating that all risk shifts to the property owner once construction is complete and the property owner needs to shape the ground accordingly.

A motion was made by Trustee Gunnufson and seconded by Jenson to recommend to the Village Board payment of \$1,531.50 to complete the project and have an attorney draft an agreement addressing any and all risks after construction belong to the property owner. Voting For: Gunnufson and Jenson. Voting Against: K. Burcham. Motion carried.

Adjourn: A motion was made by Trustee Gunnufson and seconded by Trustee K. Burcham to adjourn Streets Committee meeting at 6:11 p.m. A voice vote was taken with all members voting yes. Motion carried.

Anne Jenson, Trustee

Plan Commission Minutes, August 27, 2019

On August 27th, 2019, the Plan Commission meeting was called to order at 5:30 p.m. at the Rescue Squad, 614C Railroad Avenue, Colfax, WI. The location changed due to power outage. In attendance: Scott Gunnufson, Chair, Chad Berge, Logan Michels, Mike Buchner, Jason Johnson and Nancy Hainstock. Excused: Dave Hovre. Others Present: Public Works Director Rand Bates, Administrator-Clerk-Treasurer Lynn Niggemann and LeAnn Ralph with the Messenger.

East View Development

Review Single- Family criteria/Materials and documentation—Niggemann stated that there have been at least six single-family home inquiries. Several of these inquiries have indicated concerns regarding the excluded materials for building, minimum value of \$175,000 and high taxes. In regards to these factors, Niggemann is proposing that the materials be reviewed, the home's equalized assessed value should state \$160,000 to exclude the land value and the higher taxes need to communicate the additional services offered by the Village to the residents.

The Commission did review the documents and agreed to modify the home value to \$160,000 which doesn't actually change anything because the land plus the home will still equal \$175,000. Change number 8 to require that the plans need to be reviewed by the Planning Commission. Number 11 add the statement that Natural Lawns are prohibited and change the number of trees required from at least four to one (1) or more.

Multi-Family criteria/Values/TIF Incentives? /Documentation- The commission agreed to implement that the plans get reviewed by the Plan Commission and the number of trees to at least one. The values that will be used for guidelines are \$190,000 for owner occupied 2 bedroom duplex, for income properties \$200,000 for a 2 bedroom duplex, \$380,000 for a 2 bedroom fourplex, \$625,000 for a 2 bedroom, 2.4 bath and 2 car garage (per unit) fourplex, \$750,000 for a 2 bedroom (per unit) eightplex.

Niggemann also inquired whether the Commission should consider giving the first lot away for free to the first interested party for building a duplex to see if that would help the development to get moving along. They did think that would be a great incentive.

A motion was made by Buchner and seconded by Hainstock to make a recommendation to the Village Board to make the changes listed above and to allow the first lot in phase two to be free to someone interested in building a duplex. Voting For: Michels, Berge, Johnson, Buchner, Hainstock and Gunnufson. Voting Against: none. Motion carried

Adjourn: A motion was made by Buchner and seconded by Hainstock to adjourn the meeting. All members voted yes. The meeting adjourned at 7:04 p.m.

Scott Gunnufson, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

**Administrator-Clerk-Treasurer
September 6, 2019**

September 23, 2019 – Sean Lenz from Ehlers will be at the meeting to give an overview of the TIF's, financials and debt.

Fairgrounds Bathroom – Service Master was able to get the bathrooms cleaned, sealed and repainted before the Firefighter's Ball.