

**Village of Colfax  
Board Meeting  
Monday, September 14, 2020  
7:00 p.m.**

**Village Hall, 613 Main Street, Colfax, WI 54730**

**Join Zoom Meeting**

<https://zoom.us/j/91516725926?pwd=MWZmVmhuWThSeUNPQmNxVWpjR0hSUT09>

**Meeting ID: 915 1672 5926**

**Passcode: vS7A6z**

Any questions on logging into the meeting call or email Lynn Niggemann, 715-308-9986 or  
clerktreasurer@villageofcolfaxwi.org.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the Village President
6. Consent Agenda
  - a. Regular Board Meeting Minutes – August 24<sup>th</sup>, 2020 (available Monday)
  - b. Emergency Board Meeting Minutes – September 2, 2020 (available Monday)
  - c. Training Request – none
  - d. Facility Rental - none
  - e. Licenses
    - i. Operator's Licenses – September 14<sup>th</sup>, 2020 to June 30<sup>th</sup>, 2021
      - Nancy Taylor – Kyle's Market
      - Davina Brenden – Outhouse Bar
      - Holden Rudiger – Kyle's Market
7. Consideration Items
  - a. Certified Survey Map – Subdivide Lot 2 of CSM 4639 – Jim Scheffler
  - b. Ayres Associates Inc. – Riverview Surveying and Mapping Agreement – Which option Riverview or Combined Cost for Riverview, High and Oak
  - c. Ordinance 2020-04 – All-Terrain Vehicles – Discussion and possible action
  - d. Ordinance 2020-05 – Rezone 1005 University Avenue – From B2 to R1
  - e. Potential Development Planning – Engineer Review Plan Costs – Discussion and possible action
  - f. Presidential Memorandum – Payroll-Tax Deferral – Discussion and possible action
  - g. COVID-19 Review/Updates-possible action if needed
8. Review/Approval – Bills –August 24<sup>th</sup>, 2020 to September 13<sup>th</sup>, 2020
9. Committee/Department Reports – (no action)
  - a. Building Permits – August
  - b. Colfax Solid Waste & Recycling Committee Minutes –September 1, 2020 (available Monday)
  - c. Board of Zoning of Appeals Minutes –September 2, 2020 (available Monday)
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.

# 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: 16601

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2021, 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 Nancy Kay Taylor  
FIRST NAME MIDDLE NAME LAST NAME  
Telephone Number 715-962-2433 Email Address Nancyds.5@hotmail  
Current Address EA70 1130<sup>th</sup> Ave Colfax WI 54730  
(Street) (City) (Zip Code) (yrs. at address)  
Previous Address \_\_\_\_\_  
(Street) (City) (Zip Code)  
Date of Birth \_\_\_\_\_ Age 53  
Place of Employment Kyles 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] 08/14/20  
(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.

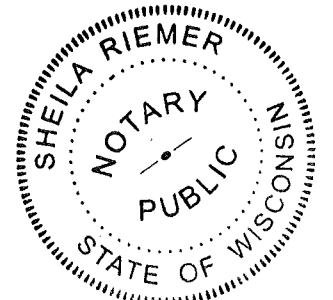
X [Signature]  
Signature of Applicant

Subscribed and sworn before me this 12 day of August, 2020.

[Signature]  
(Signature of Notary Public)

7-17-22  
(Commission Expires)

Date Received: 8-12-20 Date to the Board: 9-14-20 Approved or Denied





**LEARN 2 SERVE™**

**CERTIFICATE OF COMPLETION**

This certifies that

Nancy Kay Taylor

is awarded this certificate for

**Wisconsin Responsible Beverage Server Training**



Completion Date  
08/10/2020



Expiration Date  
08/10/2022



Certificate #  
WI-113822

Official Signature

This certificate is non-transfereable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | [www.360training.com](http://www.360training.com)

# 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: Cash

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2021, 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 Davina Lynn Brenden  
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715-962-4233 Email Address davina.brenden@gmail.com

Current Address N8247 940th St Colfax 54730 10yrs  
(Street) (City) (Zip Code) (yrs. at address)

Previous Address \_\_\_\_\_  
(Street) (City) (Zip Code)

Date of Birth \_\_\_\_\_ Age 46

Place of Employment The Outhouse

### POLICE DEPT APPLICABLE OFFENSE CRITERIA

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Recommendation  Approve     Deny    [Signature] 08/24/2020  
(Chief of Police or designated staff Signature) (Date)

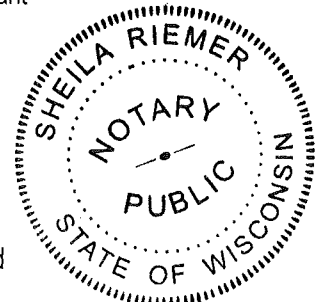
### STATE OF WISCONSIN/ DUNN COUNTY

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 [Signature]  
Signature of Applicant

Subscribed and sworn before me this 21 day of August, 2020.

[Signature] 7-17-22  
(Signature of Notary Public) (Commission Expires)



Date Received: 8-21-20 Date to the Board: 9-14-20 Approved or Denied

Dear DAVINA BRENDEN,

You have successfully completed the SellerServer.com training course

Course Description: Wisconsin Seller Server Online Course

Here is some important data for your records:

Date Of Birth: 02/03/1974  
Completion Date: 01/27/2020



SellerServer.com  
4201 EM 1960 WEST, STE. 100  
HOUSTON, TX 77068  
(866) 378-1587

STUDENT COPY

This document is printed on security paper. UNOFFICIAL COPY appears when photocopied.

# 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: Cash

### TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2021, 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 Holden Lee Rudiger  
FIRST NAME MIDDLE NAME LAST NAME  
Telephone Number 715-619-0503 Email Address rudiger898@gmail.com  
Current Address E6993 720th Ave Menomonie 54751 18  
(Street) (City) (Zip Code) (yrs. at address)  
Previous Address \_\_\_\_\_  
(Street) (City) (Zip Code)  
Date of Birth \_\_\_\_\_ Age 18  
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 Dunlap 8/24/2020  
(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.

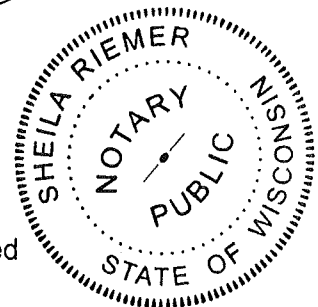
x Holden Rudiger  
Signature of Applicant

Subscribed and sworn before me this 31 day of August, 2020.

Sheila Riemer  
(Signature of Notary Public)

7-17-22  
(Commission Expires)

Date Received: 8-21-2020 Date to the Board: 9-14-20 Approved or Denied





LEARN 2 SERVE

CERTIFICATE OF COMPLETION

This certifies that

Holden Rudiger

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date  
08/21/2020



Expiration Date  
08/21/2022



Certificate #  
WI-114041

Official Signature

This certificate is non-transfereable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6901 N Capital of Texas Hwy. Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2238 | [www.360training.com](http://www.360training.com)

# Village of Colfax

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

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

## CERTIFIED SURVEY MAP APPROVAL PROCESS

### MINOR LAND DIVISION

#### Property Owner's Information

Name: <u>Jim Scheffler</u>
Property Address/Location: <u>1009 University Ave./ 1002 High Street (N)/ 1004 High Street (N)</u>
Legal Address if different: <u>Pt SE SE now known as Lot 2CSM 4639 Vol 23, Pg 79</u>
Owner's Mailing Address: _____
Phone Number: <u>715-308-3010</u>

9/4/2020 Date Draft Certified Map Received

\_\_\_\_\_ \$100 Review Fee Paid

9/8/2020 Reviewed by Public Works Director

\_\_\_\_\_ Village Board Review [Date 9/14/2020 ] Village Board Approval [Date \_\_\_\_\_]

LN Clerk Reviewed [Date 9/4/2020 ] None Any outstand Special Assessments? Etc.?

\_\_\_\_\_ Final CSM Signed by Clerk

Note: Any modifications to the CSM drafts will be reviewed at no additional cost.

#### Comments and/or Requesters information:

In July – Auction of the Old Nursing Home property the Board reviewed the CSM to divide the that lot into  
Three parcels, the house, the nursing home and a vacant parcel. This CSM is to subdivide Lot 2 of CSM 4639,  
the vacant land into three parcels. There will be future review with possibly new owners and plan for  
construction and review of plans.



644348

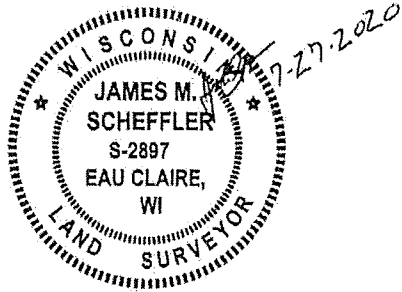
DUNN COUNTY, WI  
REGISTER OF DEEDS  
HEATHER M. KUHN

RECORDED ON  
07/31/2020 02:14 PM  
CERTIFIED SURVEY MAP NO. 4639  
VOLUME 23 PAGE 79

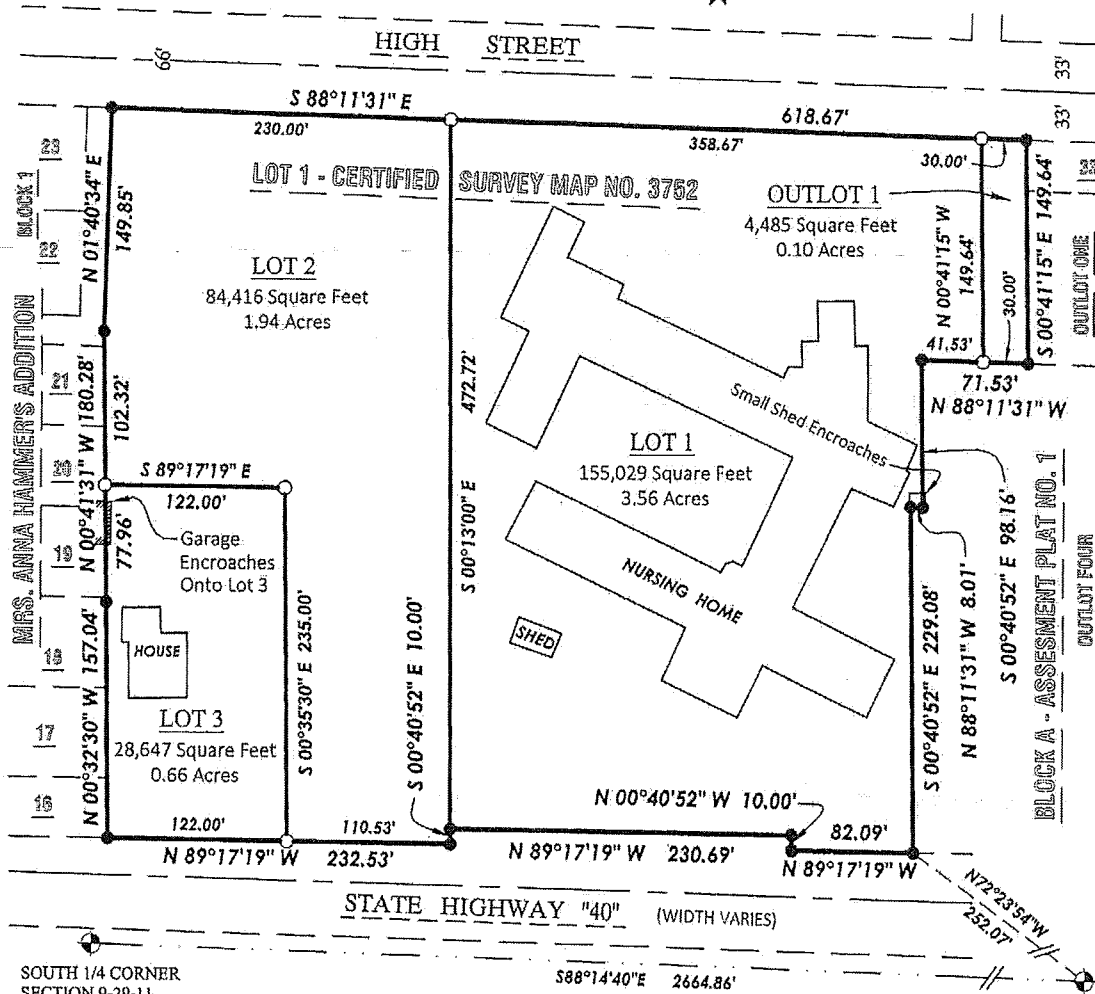
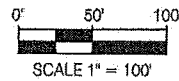
DUNN COUNTY CERTIFIED SURVEY MAP  
NUMBER 4639

REC FEE: 30.00  
PAGES: 2

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 9,  
TOWNSHIP 29 NORTH, RANGE 11 WEST, VILLAGE OF COLFAX,  
DUNN COUNTY, WISCONSIN. BEING LOT 1 OF CERTIFIED SURVEY MAP  
NUMBER 3752 RECORDED IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON  
PAGE 32.



BEARINGS ARE REFERENCED  
TO THE SOUTH LINE OF THE  
SOUTHEAST 1/4 OF SAID  
SECTION 9 WHICH IS  
ASSUMED TO BEAR  
S.88°14'40\"E.



Page 17A

SOUTH 1/4 CORNER  
SECTION 9-29-11  
(FOUND R.R. SPIKE)  
(TIES VERIFIED)

S88°14'40\"E 2664.86'

SOUTHEAST CORNER  
SECTION 9-29-11  
(FOUND R.R. SPIKE)  
(TIES VERIFIED)

DUNN COUNTY CERTIFIED SURVEY MAP  
NUMBER 4639

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 9,  
TOWNSHIP 29 NORTH, RANGE 11 WEST, VILLAGE OF COLFAX,  
DUNN COUNTY, WISCONSIN. BEING LOT 1 OF CERTIFIED SURVEY MAP  
NUMBER 3752 RECORDED IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON  
PAGE 32.

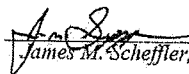
SURVEYOR'S CERTIFICATE:

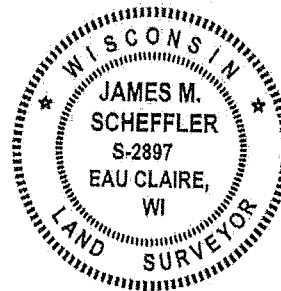
I, James M. Scheffler, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Hansen Auction Group, I have surveyed part of the Southeast 1/4 of the Southeast 1/4, Section 9, Township 29 North, Range 11 West, Village of Colfax, Dunn County, Wisconsin. Being Lot 1 of Certified Survey Map Number 3752 recorded in Volume 18 of Certified Survey Maps on Page 32.

Said parcel contains 272,577 square feet or 6.26 acres, more or less. The bearings are referenced to the South Line of the Southeast 1/4 of said Section 9, which is assumed to bear S.88°14'40"E.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the Land Division Ordinance of Dunn County. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this 27<sup>th</sup> day of July, 2020.

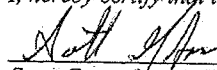
  
James M. Scheffler, Wisconsin Professional Land Surveyor, S-2897

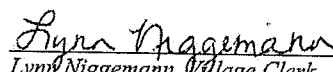


Page 19B

CERTIFICATE OF THE VILLAGE OF COLFAX:

I, hereby certify that this Certified Survey Map is approved by the Village Board of the Village of Colfax.

  
Scott Gunnufson, Village President Dated this 27<sup>th</sup> day of July, 2020.

  
Lynn Niggemann, Village Clerk Dated this 27<sup>th</sup> day of July, 2020.

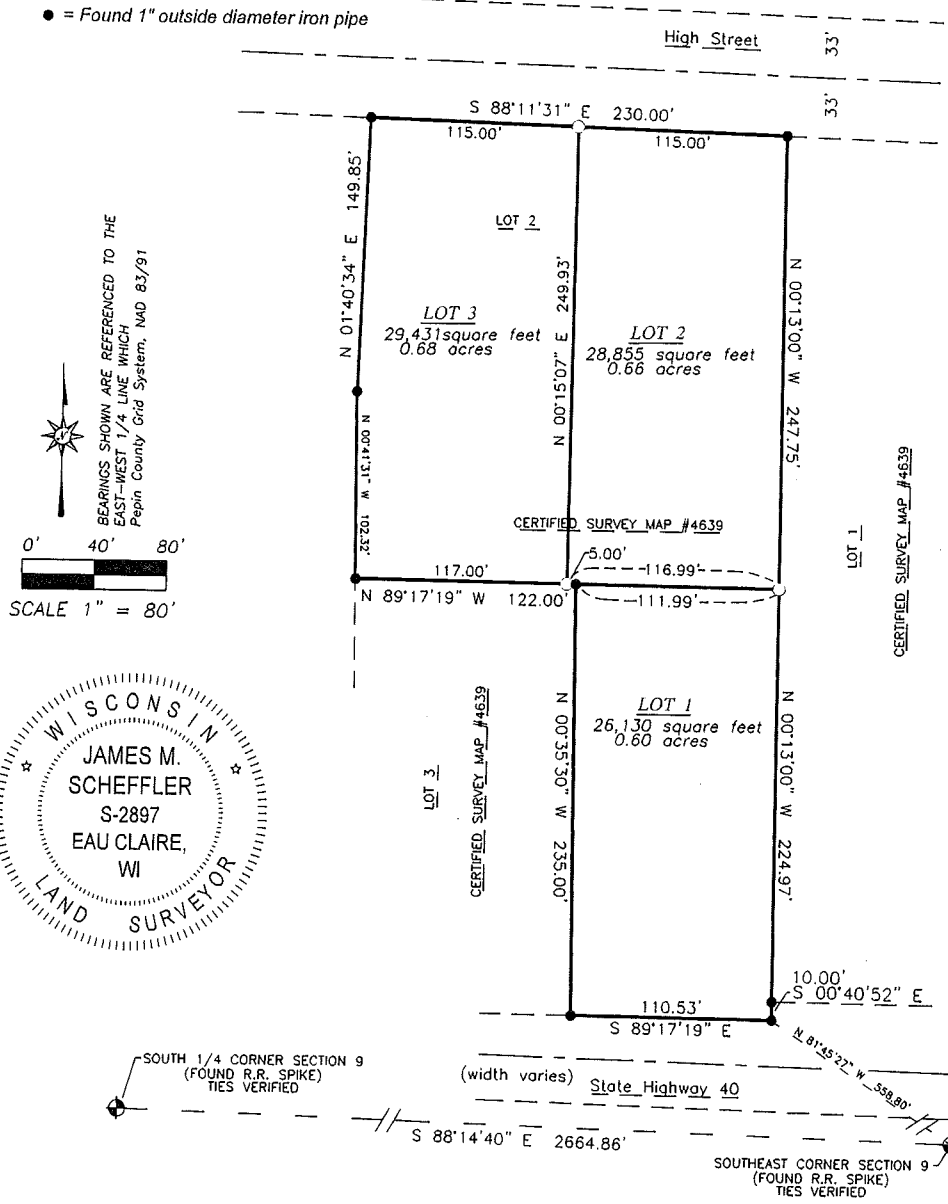
CERTIFIED SURVEY MAP NO. \_\_\_\_\_

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

All of Lot 2 of Certified Survey Map Number 4639  
recorded in Volume 23 on Page 79,  
Located in the Southeast 1/4 of the Southeast 1/4, Section 9  
Town 29 North, Range 11 West, Village of Colfax, Dunn County, Wisconsin.

LEGEND

- = Set 1" outside diameter X 18" iron pipe weighing 1.13 pounds per linear foot
- = Found 1" outside diameter iron pipe



# INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated August 18, 2020 which is an attachment to the Master Agreement dated December 21, 2018 between the Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: 2020 Street & Utility Survey

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## PROJECT DESCRIPTION

The project consists of topographic survey only (no design) for future street and utility reconstruction projects in the Village of Colfax. Ayres has been asked to develop a scope and fee to provide design grade surveying services only for three separate projects and to develop a cost combining the three separate projects as a singular project. Descriptions of individual project areas are as follows and as shown in attached Exhibit:

### Riverview Drive

Consists of approximately 900 L.F. of roadway, the storm pipe discharge at the southwest end of the survey limits, and a segment of High Street from Riverview Drive to Dunn County parcel 1711122911093400006 (east of Oak Street Intersection).

### High Street

Consists of approximately 700 L.F. of roadway with limited side street data collection. High Street from Dunn County parcel 1711122911093400006 (east of Oak Street Intersection) to the easterly ROW of Birch Street.

### Oak Street

Consists of approximately 325 L.F. of roadway. Extent of project is from the south ROW of High Street to the north ROW of STH 170.

### Combined Project

Consists of the three project areas as described above collected and processed as a single project.

## ATTACHMENT A - SCOPE OF SERVICES

### ARTICLE 1 - BASIC SERVICES

#### Topographical and Utility Surveying and Mapping (Base Scope of Services)

*Base scope of services will apply to the individual projects and the combined project.*

- Establish horizontal project control using the local county coordinate system.
- Establish up to three benchmarks on or near the project area with robotic total station derived elevations.
- Place a digger's hotline locate request to cover the project area.
- Collect visible topographical features contained within the project area. This will include:
  - Curb & gutter sections (B/C, Flowline, Flag)
  - Pertinent paving elevations (Edges of paving surfaces asphalt/concrete)
  - Sidewalks, crosswalks and curb ramps
  - Spot shots (ground and paving where appropriate)
  - Individual trees over 2" in diameter (noting diameter, and if deciduous or coniferous)
  - Collect edges of any tree masses.
  - Landscaping edges, if visible.

- Signage
- Collect visible utilities as may have been marked (flagged/painted) by Digger's Hotline.
- Utilities may include:
  - Sanitary sewer manholes with rim and invert elevations
  - Storm sewer manholes and inlets with rim and invert elevations
  - Water valves and hydrant locations
  - Gas valves
  - Utility hand holes
  - Fiber Optic and other telecommunications lines
  - Electrical lines
- Utility Locate will be completed as a Quality Level C Locate. This will combine the mapping of client/owner provided mapping data with visible marked/painted data collected during the field survey.
- Ayres will perform limited research for subdivision plats or surveys to aid in defining existing right-of-way (ROW) within the project area to use in tandem with readily available Dunn County GIS parcel mapping data. (This level of service does not constitute a legal boundary survey and should not be relied upon as a valid boundary survey or for the preparation of descriptions or easement exhibits). See ROW Survey Services section of this proposal.

#### Mapping and Deliverables

- Process all collected surveying data.
- Deliverables include:
  - Site Photos.
  - Survey Report.
  - Field Notes.
  - .TXT File.
  - 2d/3d CADD File of survey.
  - Surface Model file (.dtm).
  - Digger's Hotline Request.

### **ARTICLE 2 - ADDITIONAL SERVICES**

The following services are not included, but can be added by amendment:

- Surveying beyond the limits of the survey
- Subsurface utility exploration
- Boundary survey or preparation of a plat of survey
- Preparation of easements or descriptions
- Title Searches/Title Commitment
- Wetlands Determination
- Meeting attendance
- Establishing OHWM
- Street & Utility Design and Construction Services
- Construction staking

### **ARTICLE 3 - OWNER'S RESPONSIBILITIES**

- Select desired scope of project (individual project vs. combined project)
- Provide access and permissions to collect data at each project area
- Provide copies of available easements and survey records
- Provide copies of any record plans for each facility showing previous improvements and utility information
- Respond to requests for data or records and consultant questions in a timely manner

## ATTACHMENT B - PERIOD OF SERVICES

### ARTICLE 4 - PERIOD OF SERVICES

#### Topographical and Utility Surveying and Mapping

Riverview Avenue (2020 Survey)	Delivery within 30 working days of contracting
High Street (Future Notice to Proceed)	Delivery within 30 working days of contracting
Oak Street (Future Notice to Proceed)	Delivery within 30 working days of contracting
Combined Project (2020 Survey)	Delivery within 35 working days of contracting

(Prices and scheduling assume that survey work and utility locates will be completed before winter weather conditions. Price subject to increase if winter weather conditions exist at the time survey work has been commenced. Ayres will commence fieldwork within 10 working days of contracting, subject to digger's hotline utility locates being completed and receipt of Client/Owner provided information).

(Working days exclude weekends and holidays).

## ATTACHMENT C - COMPENSATION AND PAYMENTS

### ARTICLE 5 - COMPENSATION AND PAYMENTS

#### Topographical & Utility Surveying and Mapping Services (cost per area or as noted).

Riverview Avenue	Hourly, Not to exceed	\$4,000
High Street	Hourly, Not to exceed	\$3,100
Oak Street	Hourly, Not to exceed	\$2,825
Combined Project	Hourly, Not to exceed	\$6,500

Pricing is good through December 31, 2021.

#### Title Searches (Additional service by Amendment)

Reviewing available Dunn County GIS images shows there is potential for encroachments with public infrastructure on private property on Riverview Avenue. Ayres has obtained a quote from a local title company to perform title searches as may be needed for up to four (4) parcels. This would include two title searches related to the potential encroachments on Riverview Avenue and two searches would be to determine the extents of any storm drainage easements on the storm outfall pipe crossing private property.

If the Village can provide record documents that remove these concerns, no title searches will be authorized.

Estimated fee for up to four title searches is \$1,000. This service would be provided by Northwest Title. Title searches are good for a limited time. Updates to the initial searches can be provided for \$25 per update.

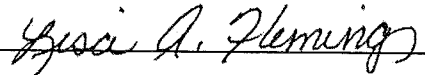
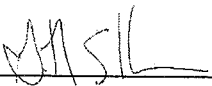
## ADDITIONAL TERMS AND CONDITIONS

Attachment D – Terms and Conditions of the Master Agreement is supplemented with the following.

### Limitation of Professional Liability

**OWNER** agrees to limit **CONSULTANT's** professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, for this Individual Project Supplement to an amount of \$50,000.00 or **CONSULTANT's** fee, whichever is greater. In the event that **OWNER** does not wish to limit **CONSULTANT's** professional liability for this Individual Project Supplement to this sum, **CONSULTANT** agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving **OWNER's** written request prior to the start of **CONSULTANT's** services under the Individual Project Supplement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

_____		Ayres Associates Inc
OWNER		CONSULTANT
_____	(Signature)	
_____	(Typed Name)	Lisa A. Fleming
_____	(Title)	Manager, Municipal Services
_____	(Date)	August 18, 2020
_____	(Signature)	
_____	(Typed Name)	Gareth Shambeau
_____	(Title)	Project Manager
_____	(Date)	August 18, 2020

**MASTER AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of December 21, 2018, between the Village of Colfax, Wisconsin, 613 Main Street, Colfax, WI 54730 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT).

OWNER intends to retain CONSULTANT from time to time to perform certain professional services as described in the Individual Project Supplements to this Master Agreement (hereinafter referred to as Attachments A, B, and C). Individual Project Supplements will be attached to and considered a part hereof on a project by project basis.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

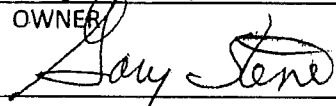
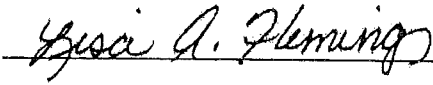
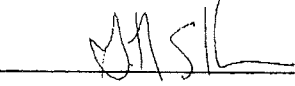
Example Individual Project Supplement (Attachment A – Scope of Services, Attachment B – Period of Services, and Attachment C – Compensation and Payments), consisting of 1 page.

Attachment D - Terms and Conditions, consisting of 3 pages.

Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire Master Agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

<u>Village of Colfax, Wisconsin</u> OWNER		<u>Ayres Associates Inc</u> CONSULTANT
	(Signature)	
<u>GARY STONE</u>	(Typed Name)	<u>Lisa Fleming</u>
<u>VILLAGE PRESIDENT</u>	(Title)	<u>Manager, Municipal Services</u>
<u>01/14/2019</u>	(Date)	<u>December 21, 2018</u>
	(Signature)	
	(Typed Name)	<u>Gareth Shambeau, PE</u>
	(Title)	<u>Civil Engineer</u>
	(Date)	<u>December 21, 2018</u>



**INDIVIDUAL PROJECT SUPPLEMENT TO  
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This is an Individual Project Supplement dated \_\_\_\_\_, which is an attachment to the Master Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: \_\_\_\_\_

**ATTACHMENT A - SCOPE OF SERVICES**

**ARTICLE 1 - BASIC SERVICES**

**ARTICLE 2 - ADDITIONAL SERVICES**

**ARTICLE 3 - OWNER'S RESPONSIBILITIES**

**ATTACHMENT B - PERIOD OF SERVICES**

**ARTICLE 4 - PERIOD OF SERVICES**

**ATTACHMENT C - COMPENSATION AND PAYMENTS**

**ARTICLE 5 - COMPENSATION AND PAYMENTS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

_____		Ayres Associates Inc
OWNER		CONSULTANT
_____	(Signature)	_____
_____	(Typed Name)	_____
_____	(Title)	_____
_____	(Date)	_____

## **ATTACHMENT D - TERMS AND CONDITIONS**

This is an attachment to the Master Agreement dated December 21, 2018 between the Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST**

#### **6.1 Construction Cost**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A.

#### **6.2 Opinions of Probable Cost**

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

### **ARTICLE 7 - GENERAL CONSIDERATIONS**

#### **7.1 Standard of Performance**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

#### **7.2 Reuse of Documents**

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection

with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### **7.3 Electronic Files**

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

### **7.4 Insurance**

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

### **7.5 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **7.6 Controlling Law**

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

## **7.7 Successors and Assigns**

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

## **7.8 Dispute Resolution**

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

## **7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages**

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

## **7.10 Betterment**

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

## ATTACHMENT E - INSURANCE

This is an attachment to the Master Agreement dated December 21, 2018 between the Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 8 - INSURANCE

#### 8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

#### 8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

#### 8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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#### **8.4 Umbrella Excess Liability**

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

#### **8.5 Professional Liability (Errors and Omissions)**

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

#### **8.6 Valuable Papers**

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

## Ordinance 2020-05

**An Ordinance to Change the Zoning District Designation for a Parcel Described as Part of the SE ¼ of the SE 1/4, Section 9, Township 29 North, Range 11 West, Lot 3, Certified Survey Map Number 4639, Volume 23, Page 79 of Surveys, Village of Colfax, Dunn County, Wisconsin from Business District (B2) to New Single Family Residential Zoning District (R1) and Amending the Official Zoning Map**

The Village of Colfax Board of Trustees do ordain as follows:

**Section 1.** That a property parcel described as Part of the SE ¼ of the SE ¼, Section 9, Township 29 North, Range 11 West, Lot 3, Certified Survey Map Number 4639, Volume 23, Page 79 of Surveys, Village of Colfax, Dunn County, Wisconsin be amended from Business District (B2) to New Single Family Residential District (R1).

The Board further ordains as follows:

That the Village's Official Zoning Map which is required by the Village Code of Ordinances be changed accordingly

**Section 2.** Except as amended, the zoning map of the Village of Colfax and the zoning ordinances is hereby reaffirmed.

**Section 3.** This ordinance shall take effect after its passage and publication as provided by law.

**Section 4.** Passed, approved and adopted by the Village of Colfax Board of Trustees, Dunn County, Wisconsin, on September 14, 2020.

Village of Colfax

\_\_\_\_\_  
Scott A. Gunnufson, President

ATTEST:

\_\_\_\_\_  
Lynn M. Niggemann  
Administrator-Clerk-Treasurer

Adopted – September 14, 2020  
Published – September 23, 2020

# Village of Colfax

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

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

## PUBLIC HEARING REQUEST FOR REZONING

Please take notice that the *Plan Commission* of the Village of Colfax will hold a public hearing on September 2, 2020 at 6:00 p.m. at the Village Hall, 613 Main St., Colfax, WI to consider a change in zoning for the following property.

**PROPERTY OWNER:** Colfax Health and Rehabilitation  
**ADDRESS:** 1005 University Avenue, Colfax, WI

PART OF THE SE ¼ OF THE SE 1/4, SECTION 9, TOWNSHIP 29 NORTH, RANGE 11 WEST, VILLAGE OF COLFAX, WISCONSIN LOT 3, CERTIFIED SURVEY MAP NUMBER 4639 VOLUME 23 PAGE 79 OF SURVEYS (HOUSE).

This parcel is currently B-2 Business District. It is requested that the zoning be changed to R-1 New Single Family Residential District – Large Lot

Interested persons may attend the public hearing or written statements may be filed with the Village Clerk, P.O. Box 417, 613 Main St., Colfax, WI 54730 until 4:00 p.m. on September 2, 2020.

Lynn Niggemann, Village Administrator-Clerk-Treasurer

Published: August 19, 2020  
August 26, 2020



# Village of Colfax

Box 417 - Colfax, Wisconsin 54730 – Phone 715-962-3311

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

## REQUEST FOR REZONING

Date: 7/23/2020

Name: Colfax Health and Rehabilitation Center LLC / Jim Scheffler surveyor

Address: 1005 University Ave., Colfax, WI 54730

Phone: Jim Scheffler 715-308-3010

### PROPERTY OWNER IF DIFFERENT THAN ABOVE:

Sale is not final yet, Schultz is the buyer. Tyler Schultz

Location of property you are requesting to be rezoned (attach Map):

1005 University Avenue, Colfax, WI 54730

### EXACT LEGAL DESCRIPTION OF PROPERTY:

Part of the SE ¼ of the SE ¼, Section 9, Township 29 North, Range 11 West, Village of Colfax LOT 3. CSM 4639

Volume 23, Page 9 of the Survey. (House)

CURRENT ZONING: B-2 Business District

PROPOSED ZONING: R-1 – Single Family Housing – Large Lot

### PROPOSED USE OF PROPERTY (ATTACH SITE PLAN):

Property will continue to be a rental.

NONREFUNDABLE FEE: \$25.00

RECEIPT # CK 2750

TO VILLAGE BOARD: 9/2/20

TO PLAN COMMISSION: 9/7/20

PUBLICATION DATES: 8/16/20 and 8/26/20

Jim Scheffler  
Applicant's Signature

644348

DUNN COUNTY, WI  
REGISTER OF DEEDS  
HEATHER M. KUHN

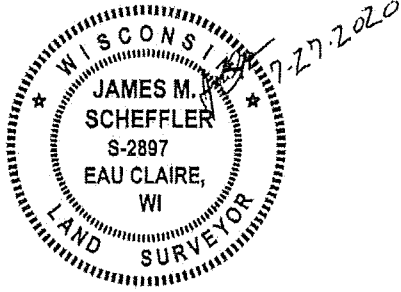
RECORDED ON  
07/31/2020 02:14 PM  
CERTIFIED SURVEY MAP NO. 4639  
VOLUME 23 PAGE 79

REC FEE: 30.00

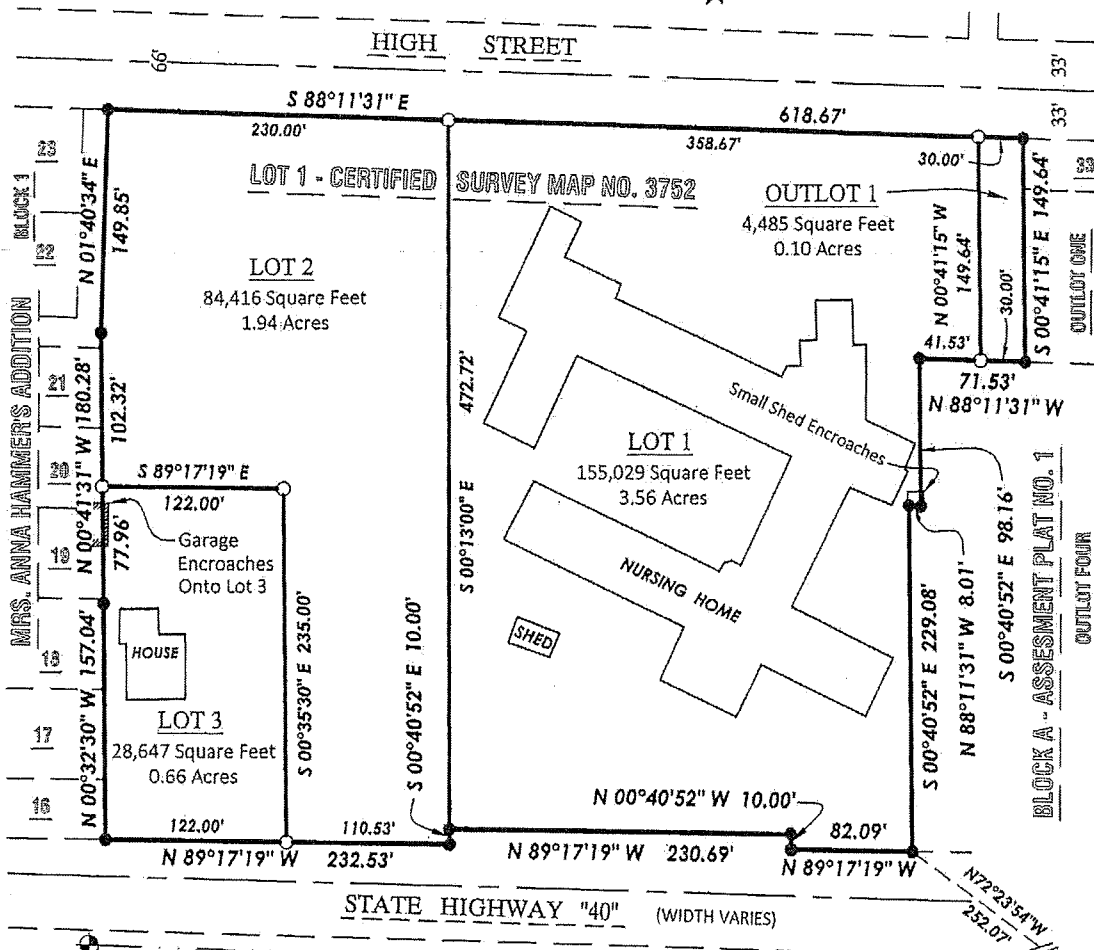
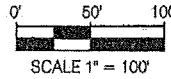
PAGES: 2

DUNN COUNTY CERTIFIED SURVEY MAP  
NUMBER 4639

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 9,  
TOWNSHIP 29 NORTH, RANGE 11 WEST, VILLAGE OF COLFAX,  
DUNN COUNTY, WISCONSIN. BEING LOT 1 OF CERTIFIED SURVEY MAP  
NUMBER 3752 RECORDED IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON  
PAGE 32.



BEARINGS ARE REFERENCED  
TO THE SOUTH LINE OF THE  
SOUTHEAST 1/4 OF SAID  
SECTION 9 WHICH IS  
ASSUMED TO BEAR  
S.88°14'40"E.



SOUTH 1/4 CORNER  
SECTION 9-29-11  
(FOUND R.R. SPIKE)  
(TIES VERIFIED)

S88°14'40"E 2664.86'

SOUTHEAST CORNER  
SECTION 9-29-11  
(FOUND R.R. SPIKE)  
(TIES VERIFIED)

Page 17A

DUNN COUNTY CERTIFIED SURVEY MAP  
NUMBER 4639

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 9,  
TOWNSHIP 29 NORTH, RANGE 11 WEST, VILLAGE OF COLFAX,  
DUNN COUNTY, WISCONSIN. BEING LOT 1 OF CERTIFIED SURVEY MAP  
NUMBER 3752 RECORDED IN VOLUME 18 OF CERTIFIED SURVEY MAPS ON  
PAGE 32.

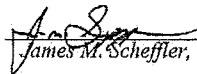
**SURVEYOR'S CERTIFICATE:**

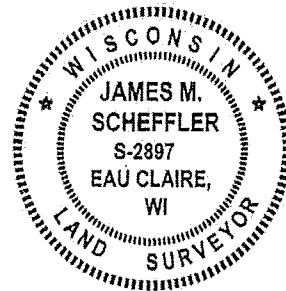
*I, James M. Scheffler, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Hansen Auction Group, I have surveyed part of the Southeast 1/4 of the Southeast 1/4, Section 9, Township 29 North, Range 11 West, Village of Colfax, Dunn County, Wisconsin. Being Lot 1 of Certified Survey Map Number 3752 recorded in Volume 18 of Certified Survey Maps on Page 32.*

*Said parcel contains 272,577 square feet or 6.26 acres, more or less. The bearings are referenced to the South Line of the Southeast 1/4 of said Section 9, which is assumed to bear S.88°14'40"E.*

*I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the Land Division Ordinance of Dunn County. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.*

Dated this 27<sup>th</sup> day of July, 2020.

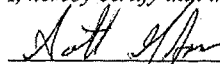
  
James M. Scheffler, Wisconsin Professional Land Surveyor, S-2897

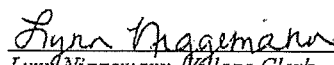


Page 14B

**CERTIFICATE OF THE VILLAGE OF COLFAX:**

*I, hereby certify that this Certified Survey Map is approved by the Village Board of the Village of Colfax.*

  
Scott Gunnufson, Village President Dated this 27<sup>th</sup> day of July, 2020.

  
Lynn Niggemann, Village Clerk Dated this 27<sup>th</sup> day of July, 2020.



PRESIDENTIAL MEMORANDA

# Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster

— BUDGET & SPENDING

Issued on: August 8, 2020



MEMORANDUM FOR THE SECRETARY OF THE TREASURY

SUBJECT: Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Policy. The 2019 novel coronavirus (COVID-19) that originated in the People's Republic of China has caused significant, sudden, and unexpected disruptions to the American economy. On March 13, 2020, I determined that the COVID-19 pandemic is of sufficient severity and magnitude to warrant an emergency declaration under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207, and that is still the case today. American workers have been particularly hard hit by this ongoing disaster. While the Department of the Treasury has already undertaken historic efforts to alleviate the hardships of our citizens, it is clear that further temporary relief is necessary to support working Americans during these challenging times. To that end, today I am directing the Secretary of the Treasury to use his authority to defer certain payroll tax obligations with respect to the American workers most in need. This modest, targeted action will put money directly in the pockets of American workers and generate additional incentives for work and employment, right when the money is needed most.

Sec. 2. Deferring Certain Payroll Tax Obligations. The Secretary of the Treasury is hereby directed to use his authority pursuant to 26 U.S.C. 7508A to defer the withholding, deposit, and payment of the tax imposed by 26 U.S.C. 3101(a), and so much of the tax imposed by 26 U.S.C. 3201 as is attributable to the rate in effect under 26 U.S.C. 3101(a), on wages or compensation, as applicable, paid during the period of September 1, 2020, through December 31, 2020, subject to the following conditions:

(a) The deferral shall be made available with respect to any employee the amount of whose wages or compensation, as applicable, payable during any bi-weekly pay period generally is less than \$4,000, calculated on a pre-tax basis, or the

equivalent amount with respect to other pay periods.

(b) Amounts deferred pursuant to the implementation of this memorandum shall be deferred without any penalties, interest, additional amount, or addition to the tax.

Sec. 3. Authorizing Guidance. The Secretary of the Treasury shall issue guidance to implement this memorandum.

Sec. 4. Tax Forgiveness. The Secretary of the Treasury shall explore avenues, including legislation, to eliminate the obligation to pay the taxes deferred pursuant to the implementation of this memorandum.

Sec. 5. General Provisions. (a) Nothing in this memorandum shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This memorandum shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(d) You are authorized and directed to publish this memorandum in the Federal Register.

DONALD J. TRUMP

- ☰ New message
- > Favorites
- ✉ Folders
- ✉ Inbox 11182
    - Optavia
  - 🗑 Junk Email 165
  - ✍ Drafts 62
  - ▶ Sent Items
  - 🗑 Deleted Items
  - 📁 Archive
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    - Attorney
    - Audit 2007-2009
    - Autumn
    - Banking
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    - Cub Scouts
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    - Dustin 3

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## Presidential Memorandum on Payroll Tax Deferral

○ office@ricelaketax.com  
 Tue 9/1/2020 3:47 PM  
 To: 'Sue'

↩ ⏪ → ...

Employee Election regarding ...  
52 KB

On August 8, 2020, the President signed a Presidential Memorandum that would allow employees, who earn less than \$4,000 in a bi-weekly pay period, to delay the withholding, deposit, and payment of the 6.2% Social Security payroll taxes from September 1 to December 31.

The taxes deferred during this period are then to be withheld from the employees pay pro rata from January 1 to April 30 if Congress does not pass legislation to forgive the tax.

On August 12, in an interview, Treasury Secretary Steven Mnuchin said that this will not be mandatory for businesses, so the business owner is allowed to decide if they want to participate.

This leaves some unknown situations such as:

If the employer does not withhold and pay in the taxes and Congress does not forgive the taxes, then the employer will have to withhold the additional taxes from the employees or pay in the deferred amount themselves.

If the employer chooses not to participate, and not pass on the tax deferral, so that the employees do not receive the intended benefit, then the employer can look like the bad guy.

If the employer does not withhold and an employee leaves prior to April 30<sup>th</sup> before all the taxes are repaid, does the employer still have to pay and try to collect from the former employee?

At this time, we cannot make a blanket recommendation, but there is some urgency for employers to decide because it is to begin with payrolls dated September 1.

If you decide to not withhold and pay the 6.2% Social Security tax, you may want to consider having your employees sign a form similar to the one that is attached. Just a reminder that since we are not attorneys, we do recommend that you have your attorney approve any document that you have your employees sign.

As always if there is anything we can do to help, please do not hesitate to reach out to our office. We are committed to helping our small business clients through this time.

*Lawrence, Nelson & Associates, Ltd.*

## Employee Election regarding Social Security Tax Deferral:

Employee Name: \_\_\_\_\_

I \_\_\_\_\_ (employee name), with the understanding that I may elect to defer the Social Security tax normally withheld from my paycheck from September 1 to December 31, 2020 do hereby elect:

\_\_\_\_\_: I elect to not have Social Security tax withheld from my paycheck from September 1 to December 31, 2020. I acknowledge that if Congress does not forgive the tax that the amount deferred will be withheld from my pay from January 1 to April 30, 2021. If I leave employment with \_\_\_\_\_ (employer's name) I may have any unpaid amount withheld from my last paycheck and if that is not enough I am responsible to repay my employer any unpaid amount that was deferred.

\_\_\_\_\_: I elect not to defer any Social Security withholding. Please withhold taxes at the normal rates.

\_\_\_\_\_  
Employee Signature.

# Here's what Trump's payroll-tax deferral could mean for your paycheck

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By [Andrew Keshner](#)

The president's executive order deferred, but didn't forgive, an employee's Social Security tax liabilities



President Donald Trump signed a series of executive orders on Saturday, including one deferring a worker's payroll-tax obligations.

(PHOTO BY JIM WATSON/AFP VIA GETTY IMAGES)

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Workers shouldn't be waiting for a windfall in their upcoming paychecks, tax-policy experts said Monday as they digested news of President Donald Trump's executive order deferring payroll taxes.

The order might not bump up take-home money all that much per paycheck — and that's assuming employers even pause the tax withholding from Sept. 1 to the end of the year, as the order instructs.

With stimulus talks stalling on Capitol Hill, Trump signed the executive order Saturday along with several memorandums to address last month's expiration of a supplemental \$600 [unemployment benefit](#), [looming student-loan bills](#) and a [potential eviction crisis](#).



Also see: 'It should have been mandatory from the beginning': Ireland says people must wear masks in stores to stop COVID-19 – but why did it take so long?

When it came to payroll taxes, Trump's order said this: "This modest, targeted action will put money directly in the pockets of American workers and generate additional incentives for work and employment, right when the money is needed most."

The order defers the employee's obligation to pay a 6.2% Social Security tax per paycheck. It applies to people who "generally" make less than \$4,000 every two weeks, which works out to an annual salary of \$104,000.



The order instructs the Treasury Department to look into how the government can forgive the deferred tax payment. For right now, at least, observers say the tax obligation isn't being forgiven.

See also: Social Security could be vulnerable under President Trump's plan for payroll taxes

Critics question the order's effectiveness and legality. Sen. Ben Sasse, a Republican from Nebraska, called it "unconstitutional slop." (Trump, in response, criticized Sasse on Twitter TWTR, +0.75% for going "rogue.") New York Times columnist Paul Krugman called it "the hydroxychloroquine of economic policy," referring to the Trump-touted antimalarial drug that a growing body of research suggests is not an effective COVID-19 treatment.

*'It's not clear whether employers are going to pass the savings on to employees.'*

— Kyle Pomerleau, American Enterprise Institute

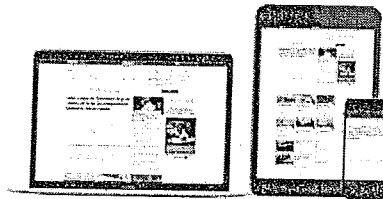
"It's not clear whether employers are going to pass the savings on to employees," Kyle Pomerleau, a resident fellow at the American Enterprise Institute, a right-leaning think tank, told MarketWatch.

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Any sort of payroll-tax relief also doesn't change things for the people who aren't on payrolls to begin with, Pomerleau added. "There's a disconnect," he said. "The millions now who are unemployed are in need of greater assistance."

Steve Wamhoff, the director of federal tax policy at the left-leaning Institute of Taxation and Economic Policy was also skeptical "If your goal is to stimulate the economy — well

and Economic Policy, was also skeptical. "If your goal is to stimulate the economy, then there are a lot of low-income people who you're not going to reach," he said.

## What are payroll taxes, and what does the Trump order do?

Payroll taxes consist of Social Security and Medicare taxes. Every pay period, an employee pays 6.2% of earnings toward Social Security and 1.45% for Medicare taxes. Workers pay the 6.2% Social Security tax on annual earnings up to \$137,700.

Meanwhile, the employer pays the same rate per paycheck, adding up to a combined 12.4% Social Security tax and 2.9% Medicare tax.

In late March, the \$2.2 trillion CARES Act said employers could defer paying their share of the Social Security tax from March 27, when Trump signed the CARES Act, to the end of the year. They can pay back one-half of the sum by the end of next year and the second half by the end of 2022.

***The order would put workers' obligation to pay the 6.2% Social Security tax on hold from Sept. 1 through the end of the year.***

The new executive order puts workers' 6.2% obligation on hold. But what does that mean in practical terms?

The median 2018 household income was \$63,179, according to U.S. Census Bureau statistics. Suppose a hypothetical taxpayer made \$64,000 before taxes. Slicing \$64,000 into 26 paychecks paid on a biweekly basis comes out to roughly \$2,461 per paycheck, pretax.

The 6.2% Social Security tax on that paycheck would be approximately \$152. With two paychecks paid each month from September through the end of the year, that comes to a deferred amount of \$1,220 — a hypothetical sum around the size of one stimulus check, albeit in smaller installments.

But the money is still a "long-term obligation," Pomerleau said. At best, it's an interest-free government loan, he said.

Trump has floated the idea of payroll-tax relief before. Freezing payment of employee-side Social Security taxes from September to the end of the year would result in \$139.5 billion not going to government coffers, at least for the time being, according to an analysis last month from the Institute of Taxation and Economic Policy. The analysis applied the cap in which taxpayers pay 6.2% on their wages under \$137,700, not the executive order's \$104,000 cap.

Payroll taxes brought in \$914 billion for Social Security during fiscal year 2019, according to the Congressional Budget Office.

There is precedent for altering payroll-tax rules: In the rebound from the Great Recession, the Obama administration trimmed workers' Social Security tax to 4.2% in

2011 and 2012.

## Businesses are still ultimately on the hook to pay the taxes

Unless there's a law changing the situation, the taxes are due at the beginning of next year, according to Mark Mazur, director of the left-leaning Urban-Brookings Tax Policy Center.

"Employers will be reluctant to pass along the deferred taxes to their employees, because they may have to figure out how to recoup those funds when they make the deferral payment," Mazur said. There could be additional tax headaches for workers who leave their jobs or businesses that close before the end of the year, he added.


*'It is highly questionable whether firms would actually pass the money along to their workers, because it is the businesses that are on the hook for the taxes.'*

— Stephen Stanley, Amherst Pierpont

Stephen Stanley, the chief economist at the broker-dealer Amherst Pierpont, also said businesses will have a close eye on the hassle factor. Because the taxes would be deferred, not waived, "it is highly questionable whether firms would actually pass the money along to their workers, because it is the businesses that are on the hook for the taxes," he said.

If businesses pass along the money and then have to make sure the feds get it back during tax season, "then it would be a messy affair to somehow go about clawing that money back from their workers," Stanley said.

Besides, he added, "if businesses did pass the tax holiday funding along, it is doubtful that most households would spend the money, figuring that they would have to pay the money back three months later."

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## 26 U.S. Code § 3101. Rate of tax

U.S. Code    Notes

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### **(a) OLD-AGE, SURVIVORS, AND DISABILITY INSURANCE**

In addition to other taxes, there is hereby imposed on the income of every individual a tax equal to 6.2 percent of the wages (as defined in section 3121(a)) received by the individual with respect to employment (as defined in section 3121(b)).

### **(b) HOSPITAL INSURANCE**

#### **(1) IN GENERAL**

In addition to the tax imposed by the preceding subsection, there is hereby imposed on the income of every individual a tax equal to 1.45 percent of the wages (as defined in section 3121(a)) received by him with respect to employment (as defined in section 3121(b)).

**(2) ADDITIONAL TAX** In addition to the tax imposed by paragraph (1) and the preceding subsection, there is hereby imposed on every taxpayer (other than a corporation, estate, or trust) a tax equal to 0.9 percent of wages which are received with respect to employment (as defined in section 3121(b)) during any taxable year beginning after December 31, 2012, and which are in excess of—

**(A)** in the case of a joint return, \$250,000,

**(B)** in the case of a married taxpayer (as defined in section 7703) filing a separate return, ½ of the dollar amount determined under subparagraph (A), and

**(C)** in any other case, \$200,000.

### **(c) RELIEF FROM TAXES IN CASES COVERED BY CERTAIN INTERNATIONAL AGREEMENTS**

During any period in which there is in effect an agreement entered into pursuant to section 233 of the Social Security Act with any foreign country, wages received by or paid to an individual shall be exempt from the taxes imposed by this section to the extent that such wages are subject under such agreement exclusively to the laws applicable to the social security system of such foreign country.

(Aug. 16, 1954, ch. 736, 68A Stat. 415; Sept. 1, 1954, ch. 1206, title II, § 208(b), 68 Stat. 1094; Aug. 1, 1956, ch. 836, title II, § 202(b), 70 Stat. 845; Pub. L. 85-840, title IV, § 401(b), Aug. 28, 1958, 72 Stat. 1041; Pub. L. 87-64, title II, § 201(b), June 30, 1961, 75 Stat. 141; Pub. L. 89-97, title I, § 111(c)(5), title III, § 321(b), July 30, 1965, 79 Stat. 342,

395; Pub. L. 90-248, title I, §109(a)(2), (b)(2), Jan. 2, 1968, 81 Stat. 836; Pub. L. 92-5, title II, § 204(a)(1), Mar. 17, 1971, 85 Stat. 11; Pub. L. 92-336, § 204(a)(2), (b)(2), July 1, 1972, 86 Stat. 421, 422; Pub. L. 92-603, § 135(a)(2), (b)(2), Oct. 30, 1972, 86 Stat. 1362, 1363; Pub. L. 93-233, § 6(a)(1), (b)(2), Dec. 31, 1973, 87 Stat. 954, 955; Pub. L. 94-455, title XIX, § 1903(a)(1), Oct. 4, 1976, 90 Stat. 1806; Pub. L. 95-216, title I, § 101(a)(1), (b)(1), title III, § 317(b)(2), Dec. 20, 1977, 91 Stat. 1510, 1511, 1540; Pub. L. 98-21, title I, § 123(a)(1), Apr. 20, 1983, 97 Stat. 87; Pub. L. 108-203, title IV, § 415, Mar. 2, 2004, 118 Stat. 530; Pub. L. 111-148, title IX, § 9015(a)(1), title X, § 10906(a), Mar. 23, 2010, 124 Stat. 870, 1020; Pub. L. 111-152, title I, § 1402(b)(1)(A), Mar. 30, 2010, 124 Stat. 1063; Pub. L. 113-295, div. A, title II, § 221(a)(99)(A), Dec. 19, 2014, 128 Stat. 4051; Pub. L. 115-141, div. U, title IV, § 401(a)(207), Mar. 23, 2018, 132 Stat. 1194.)

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## POOLED CHECKING ACCOUNT

## Accounting Checks

Posted From: 8/24/2020 From Account:  
Thru: 9/13/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
XCEL	8/28/2020	XCEL ENERGY	4,374.90
76651	8/31/2020	24-7 TELCOM	24.95
76652	8/31/2020	AT&T MOBILITY	437.26
76653	8/31/2020	BOUND TREE MEDICAL, LLC	72.60
76654	8/31/2020	CENTURY LINK	110.72
76655	8/31/2020	CHARTER COMMUNICATIONS	131.97
76656	8/31/2020	COLFAX COMMUNITY FIRE DEPT	5,612.66
76657	8/31/2020	DALCO ENTERPRISES	233.08
76658	8/31/2020	DUNN COUNTY SOLID WASTE & RECYCLING	1,447.55
76659	8/31/2020	FARRELL EQUIPMENT & SUPPLY CO.	849.50
76660	8/31/2020	HAWKINS, INC.	3,552.13
76661	8/31/2020	HENRY SCHEIN	869.76
76662	8/31/2020	HUEBSCH	81.50
76663	8/31/2020	HYDROCORP	311.00
76664	8/31/2020	INTERSTATE AUTOMOTIVE	244.65
76665	8/31/2020	JEFFERSON FIRE & SAFETY	222.55
76666	8/31/2020	JOHN DEERE FINANCIAL	142.94
76667	8/31/2020	RESERVE ACCOUNT	500.00
76668	8/31/2020	STAPLES	69.10
76669	8/31/2020	TELEFLEX LLC	379.50
76670	8/31/2020	WAL MART COMMUNITY/GECRB	23.48
76671	8/31/2020	WELD RILEY SC	821.50
76672	8/31/2020	WOODS RUN FOREST PRODUCTS	12.86
76673	8/31/2020	ZOLL MEDICAL CORP	91.84
AFLAC	8/28/2020	AFLAC	410.06
EFTPS	9/03/2020	EFTPS-FEDERAL-SS-MEDICARE	5,608.47
WIDOR	9/03/2020	WI DEPARTMENT OF REVENUE	1,031.70
WIETF	8/31/2020	WI DEPT OF EMPLOYEE TRUST FUNDS	6,408.52
BREMER	9/10/2020	CARDMEMBER SERVICE	653.97
CHARTER	8/31/2020	CHARTER COMMUNICATIONS	613.99
WIDCOMP	9/03/2020	WISCONSIN DEFERRED COMPENSATION	190.00
PRINCIPAL	9/01/2020	PRINCIPAL LIFE INS. CO.	591.87
WEENERGIES	9/12/2020	WE ENERGIES	10.23

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ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 8/24/2020 From Account:  
Thru: 9/13/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
WEENERGIES	9/12/2020	WE ENERGIES	26.92
Grand Total			36,163.73



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"/> 8/10/2020	Hartung	Permit Issued		Addition
<input type="checkbox"/> 8/10/2020	Hartung	Footing	Passed	
<input type="checkbox"/> 8/12/2020	Prince	Permit Issued		Remodel
<input type="checkbox"/> 8/12/2020	Prince	Footing	Passed	
<input type="checkbox"/> 8/12/2020	Prince	Electrical Hook-up	Passed	
<input type="checkbox"/> 8/17/2020	Sonnenberg	Final Inspection/Occupancy	Passed	



# Weber Inspections

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

# Building Permit

## Village of Colfax

Date 8/12/2020

Issued to: Melissa Prince

Address: 1004 University Ave. , Colfax Wis. 54730

Project: Electric 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		

# Weber Inspections

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

# Building Permit

## Village of Colfax

Date 8/10/2020

Issued to: Abby Hartung

Address: 503 West St. , Colfax Wis. 54730

Project: Attached deck addition.

Permits Issued:

Inspections Needed:

Yes

No

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

Paid

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