# Village of Colfax Public Safety Committee Meeting Agenda Monday, September 20<sup>th</sup>, 2021 6:00 p.m. Colfax Rescue Squad, 614C Railroad Avenue, Colfax, WI

- 1. Call to Order
- 2. Roll Call
- 3. Constitutional Rights issue
- 4. Stop Sign at Viking Drive
- 5. Rescue Squad Ambulance Agreements
- 6. Adjournment

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, Administrator-Clerk-Treasurer's Office, 613 Main Street, Colfax, (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.

COUNTY	RESOLUTION ##	RESOLUTION TITLE	VOTE OUTCOME	VOTE OUTCOME TEXT OF RESOLUTION	NOTES
Florence County	Resolution #2019-23	Florence County to be a Second Amendment Sanctuary County	Passed	https://www.florencecountywi.com/i/minutes/8a8ed5	Sheriff Dan Miller, Florence County Business Owner Mark Kerzsner and Florence County VFW Post 3635 Commander Aaron Volling all spoke supporting Resolution #2019-23 to protect our Second Amendment Rights. Supervisor Kelley informed the Board that the resolution would be sent to all 74 counties, Chairwomen Bornberg spoke supporting Resolution #2019-23 saying in 1791 our forefathers had the wisdom to protect our rights to bear arms. She thanked all who fought and flight for our freedom and feels very strongly to continue to protect these rights.
Grant County	RESOLUTION 05-20	Grant County Support for Second Amendment Rights	Passed	http://www.co.grant.wi.gov/meetings_notes.asp?this meeting=38795	Variety of notes regarding support/opposition to the resolution
Lafayette County	Resolution 68-20	Declaring Lafayette County a Second Amendment Sanctuary County	Passed	https://www.lafayettecountywi.org/sites/default/files /fileattachments/ordinance/62040/res_68- 20.w.second_amendment.pdf	
Langlade County	RESOLUTION #5-2020	SANCTUARY COUNTY FOR SECOND AMENDMENT RIGHTS	Passed	https://www.co.langlade.wi.us/i/minutes/county- board/co_brd_minutes_2-18-2020.pdf	Discussion on "sanctuary", Supervisor Oath, Board authority, representing the public, sending message to Madison. Sheriff Westen addressed his concerns regarding RS #5-2020
Marquette County	Resolution No. 23-2020	RESOLUTION DECLARING MARQUETTE COUNTY TO BE A CONSTITUTIONAL SANCTUARY COUNTY	Passed	https://www.co.marquette.wi.us/Home/ShowDocum ent?id=13258	
Monroe County	RESOLUTION 02-20-01	RESOLUTION DECLARING MONROE COUNTY TO BE A SECOND AMENDMENT SANCTUARY COUNTY	Passed	https://www.co.monroe.wi.us/home/showpublishedd ocument/22439/637582379088630000	Sheriff's Office: Request to present first with the resolution to the 2nd amendment.
Oneida County	Resolution # 26 – 2020	Oneida County to Support Second Amendment Rights.	Passed	https://www.co.oneida.wi.us/wp- content/uploads/meetings/Minutes-3-17-2020.pdf	
Polk County	Resolution No. 04-20	Resolution Declaring Polk County WI a 2nd Amendment Sanctuary County.pdf	Passed	https://www.co.polk.wi.us/vertical/sites/%7BA1D2EA AA-7A29-46D6-BF1A- 12B71F23AE1%7D/uploads/Res_04- 20_Dedsinip_Polk_County_WI_a_2nd_Amendment_ Sanctuary_County_Rod	Explanation by Summerfield that this resolution is not binding, rather a statement to legislature in support of 2nd Amendment rights. Discussion on resolution and wording. Motion to amend resolution by striking lines 32-40 from the resolution. Motion to amend carried.
Rusk County	Resolution # 20-01	RESOLUTION FOR RUSK COUNTY TO DESIGNATE RUSK COUNTY A SECOND AMENDMENT SANCTUARY COUNTY	Passed	https://ruskcounty.org/vertica/sites/%7B0E3C6206- 1480-4975-AF41- 4ECFC3FF0AF0%7D/uploads/January_28_2020_Count y_Board_Minutes.pdf	
Sawyer County	Resolution 2020-27	Resolution to Reaffirm Sawyer County's Commitment to Second Aamendment of the United States Constution and the Right to Bear Armad Under the Wiscontin Constitution	Passed	https://www.sawyercountygov.org/ArchiveCenter/Vi ewFile/Itern/355	
Vilas County					
Washburn County	Resolution 1-20	Resolution Opposing Any Legislation That Would Infringe on The Second Amendment	Passed	Requested Text	change of wording to eliminate reference to a "2nd amendment sanctuary county" which the Law Enforcement committee had addressed. Discussed the importance of upholding the Oath of Office which is taken by law enforcement and other officials.
Waukesha County	Resolution 175-R-001	SUPPORT OF RIGHTS GUARANTEED BY THE SECOND AMENDMENT TO THE U.S. CONSTITUTION AND ART. 1 SEC 25 OF THE WISCONSIN CONSTITUTION	Passed	https://www.waukeshacounty.gov/globalassets/coun ty-clerk/county-board-information/175th-cb- proceedings/er-175-1.pdf	
Wood County					
Barron County			Not Passed		
Brown County			Not Passed		
Kenosha County			Not Passed		
Trempealeau County	Res. No: 2021-06-01	Opposition to the Enactment of Any Legislation that Would Infringe Upon the Right of People to Keep and Bear Arms	Not Passed	https://frempealeaucountywildocuments-on- demand.com/?l=fdebda3c2525ea11a2df000c29a5955 7&r=3680164CBB5E52FB54433E76C2FD6A77&d=dfb0 a0024afleb11a346000c29a59557	
Vernon County			Not Passed		

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## VILLAGE OF COLFAX

Box 417

Phone 715-962-3311

Colfax, Wisconsin 54730

### COLFAX RESCUE SQUAD AMBULANCE AGREEMENT

#### The Village of Colfax agrees to:

- Provide ambulance housing.
- Provide approved ambulance and adequate equipment.
- Provide trained personnel and any additional training as needed . 3.
- 4. Provide year-end financial statements.
- Conduct one yearly informational meeting.

(Township (Village) of Elk Mound

- Pay to Colfax Rescue Squad Account \$ 2.00 per capita as based on the previous official census.
- Payment to be made by March 31 st of each year.
- Attend the yearly informational meeting.

Variation in census shall be based on the following:

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## VILLAGE OF COLFAX AND VILLAGE OF WHEELER

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#### AGREEMENT FOR AMBULANCE SERVICES

This Agreement is made between the Village of Colfax, a Wisconsin municipality ("Colfax"), and the Village of Wheeler, a Wisconsin municipality ("Wheeler")

- 1. Colfax agrees to provide Advanced Life Support (hereafter ALS) ambulance services, in the common meaning of those words, to Wheeler, whenever called upon to do so for the duration of this Agreement in the geographical area set forth in the attached map.
  - a. Colfax shall promptly respond, upon being notified by the Dunn County Emergency Dispatcher, to any location within Wheeler boundaries marked by the map attached as Exhibit "A", with the ambulance apparatus required by Wisconsin law, as well as sufficient manpower to operate the apparatus, to render emergency medical services at the scene of such emergency.
  - b. Ambulance services shall include both emergency medical care on the scene of an emergency, rendered by emergency medical technicians licensed in Wisconsin as well as transportation by ambulance to an appropriate medical facility by State licensed EMT's. Ambulance services shall include but are not limited to instances involving trauma, medical emergencies, automobile accidents and fire-assisted rescue operations.
  - c. Services may also include mutual aid response by EMS or fire departments from surrounding communities to assist Colfax, should Colfax request aid from such departments. The need for such response shall be in the sole discretion of the Colfax EMS chief or his/her designee. There shall be no additional charge to Wheeler for mutual aid response.
- 2. Where required by Wisconsin law and when advanced life support care is necessary, Colfax agrees to provide State licensed EMT's on each of its ambulance calls to provide ALS care. Colfax agrees to educate and finance the education of all its EMT's and to also finance their continuing education to ensure that they maintain their necessary state licenses. Colfax further agrees to maintain vehicle, property damage, and comprehensive general liability insurance for its vehicles, EMT's, officers, and Colfax as a whole.
- 3. Colfax shall obtain and maintain in full force and effect during the term of this Agreement for the following policies of insurance:
  - a. Workers Compensation policy
  - b General Liability policy with bodily injury, personal injury and property damage.
  - c. Automobile Liability policy for all vehicles with bodily injury and property damage.
  - d. Incidental medical malpractice policy for the rescue and ambulance services provided for in this Agreement.
- 4. In consideration for the above services Colfax and Wheeler agree as follows.

- a. Wheeler, in order to comply with its obligation under WI Statute 61.64 to provide emergency medical ambulance service, agrees to assist in the funding of Colfax through annual per capita user fees for this service. The annual user fee shall reflect, as much as possible, a proportionate amount paid for the actual service provided by Colfax based on the latest population estimates from the Wisconsin Department of Administration Demographic Services Center within the contracted area of Wheeler.
- b. The annual user fee shall be based upon the budget submitted by the EMS chief to the Public Safety Committee of Colfax. This budget shall consider the capital needs of the department for improvement, salaries, fuel, maintenance and supplies, equipment purchase or replacement, training, and in-service. The budget and accounting records of the department are available through the Colfax Clerk at the Village Hall, Colfax, Wisconsin.
- c. The original per capita user fee for the year 2008 has been established at \$11.78 per capita. Because this Agreement commences March 1, 2008, Colfax shall receive 5/6 of this per capita user fee or a total of \$9.82 per capita for the year 2008. Any change in the per capita user fee for each subsequent year will be sent to Wheeler by September 15<sup>th</sup> for purposes of budgeting. Wheeler has the right to withdraw from participation by means of a notice of such sent by certified letter to be received by Colfax on or before October 15th following the September 15th deadline for notification of any actual change in per capita user fee. Such withdrawal shall take effect as of December 31<sup>st</sup> of the year following the October 15<sup>th</sup> notice deadline. By means of illustration, a withdrawal notice delivered to Colfax on October 14, 2008, would result in the withdrawal of Wheeler being effective as of December 31, 2009. The per capita user fee for the current year shall remain due and payable by Wheeler as provided herein.
- d. Wheeler agrees to pay Colfax the initial per capita user fee by March 1, 2008, and by March 1 of each year thereafter that the Agreement is in effect. If the payment is not made within sixty (60) days after the March 1 due date, a ten percent (10%) penalty will be applied. Colfax shall also have the right to seek payment by resorting to court action if necessary. If court action is necessary to collect the per capita user fee, Wheeler shall be responsible for paying all of Colfax's court fees and other costs, including reasonable attorney fees, associated with such collection efforts.
- e. Unless terminated pursuant to agreement between the parties, Wheeler also agrees that it will not contract with other public or private ambulance companies for ambulance services within the boundaries specified on the map attached as Exhibit "A" for the term of this Agreement. Such term shall begin March 1, 2008, and shall automatically renew on January 1, 2010, for successive two-year periods until terminated according to this Agreement.
- f. In addition to the per capita user fee, Colfax may charge individual patients for service. The individual charges will include mileage, supplies, procedures, and a base fee.
- g. On or before October 31st of each year, Colfax may send notice, by certified letter, of its intent not to renew this Agreement. Any such notice of non-renewal would take effect on the December 31<sup>st</sup> of the year following the notice of non-renewal. By means of illustration, a non-renewal notice delivered to a participating municipality on October 14, 2008, would result in the termination of the Agreement effective as of December 31, 2009.
- 5. This Agreement may only be modified by means of a written agreement signed by Colfax and Wheeler.

Dated this_	11th	day of February,	200
Dated this_	11th	day of February,	20U

VILLAGE OF COLFAX Kathleen MucHer, Village President (Acting)
Wendy Axelsen

John Ü John

John Jahr, Village Clerk

VILLAGE OF WHEELER

Steven Grites, Village President

Robin Goodell, Village Clerk

## $\label{eq:exhibit "A"}$ BOUNDARY MAP, VILLAGE OF WHEELER

Planned Unit Development District Single Family Residential Single Family Mixed Residential Hallipie Family Residential Highway Business Disirio Central Business District 7-7: Manufacturing District Conservancy District Agricultural District LEGEND 1 Village of Wheeler Zoning Map ο'n 1.4-1 8-2 O. 18 B-24 ά (1) 0 Was ints 2.5 | व्हिन्त 9 5 5 Driver Sc Morkmatica Planning Services, Inc. (intitio) 621 North Sherman Avenue (°) Madison, VM 53704 (808) 245-2514 υ, (1) Prepared by 17 Selfat Langu

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