

**Village of Colfax
Regular Board Meeting
Monday, October 25th, 2021
7:00 p.m.**

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

Join Zoom Meeting
<https://us06web.zoom.us/j/82910063427?pwd=cnREV3FlaEhvaHZLQVnpaGVvenZHZz09>
Meeting ID: 829 1006 3427 Passcode: mvsj41

Call Lynn Niggemann, 715-308-9986 with issues logging in.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Communications from the Village President
5. Consent Agenda
 - a. Regular Board Meeting Minutes –October 11th, 2021
 - b. Review Statement of Bills –October 11th, 2021 to October 24th, 2021
 - c. Training Request – Autumn Wildfeuer – EMT class – January to March 222
 - d. Facility Rental - none
 - e. Licenses – Operator's License – October 25th, 2021 to June 30, 2022 – Tristan Wolff – Kyle's Market
6. Consideration Items
 - a. Second Amendment Resolution Discussion and Possible Action
 - i. Resolution 2021-17 draft and Attorney's opinion
 - b. Dunn Street Agreement – Phase 2 of East View Development – TID 5
 - c. Resolution 2021-16 – 2021 Supervisory District Plan and Ward Map for Village of Colfax
7. Public Comments
8. Committee/Department Reports (no action)
 - a. Colfax Rescue Squad Department Report – September 2021
 - b. Streets Committee Minutes – October 11th, 2021
 - c. Parks Committee Minutes – October 13th, 2021
 - d. Public Safety Committee Minutes – October 13th, 2021
 - e. Elevator Committee Minutes – October 14th, 2021
 - f. Colfax Solid Waste & Recycling Committee Meeting Minutes – October 19th, 2021(available Monday)
 - g. Memo regarding Religious Group and Access to Village-Owned buildings
 - h. Patronicity.com – Fund Raising for Park/Flag Monument
9. Adjourn

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

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

Village Board Meeting – October 11th, 2021

On October 11th, 2021 the Village Board meeting was held at 7:00 p.m. at the Colfax Rescue Squad, 614C Railroad Avenue, Colfax, WI. Members present: Trustees Davis, Stene, Prince, M. Burcham and Albricht. Excused: Trustee Halpin and Rud. Others present included Gareth Shambeau, John Fraley, Director of Public Works Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger (online).

Public Comments – None.

Communications from the Village President – None.

Consent Agenda

Regular Board Meeting Minutes – September 27th, 2021 - A motion was made by Trustee Stene and seconded by Trustee Prince to approve the Regular Board Meeting minutes for September 27th, 2021. A voice vote was taken with all members voting in favor. Motion carried.

Training Request – none

Facility Rental – Fairground, FFA Food Stand picnic tables and Dance Floor- Homecoming Dance and Bonfire –School District of Colfax – Request to Waive the Fee – A motion was made by Trustee Davis and seconded by Trustee M. Burcham to approve the use of the Fairgrounds, FFA Food stand Picnic tables and Dance Floor with no fee for the Homecoming Dance and Bonfire and allow the Clerk's office to authorize this event in the future due to the start of the school year and the meetings required to schedule the event. A voice vote was taken with all members voting in favor. Motion carried.

Licenses/Operator's License – none.

Consideration Items

Riverview/high/Dunn Street Project – Shambeau

Pay Request Two/Ayres Associates Agreement Amendment discussed at previous meeting/Discussion of Project Contract –Change Order reduction of \$15,400/Certificate of Substantial Completion – Pay Request Two contains work completed prior to the asphalt being laid. Appropriate action would be to pay the invoice. A motion was made by Trustee Davis and seconded by M. Burcham to approve the pay request two for \$160,980.22 to Skid Steer Guy. Voting For: Trustees M. Burcham, Prince, Stene, Davis and Albricht. Voting Against: none. Motion carried.

Shambeau explained that the Ayres Associates Agreement Amendment is for the additional time spent on site due to the underground taking longer than expected. The project change order is directly related to the Ayres Amendment. By approving both amendments, the Village Board would be accepting the liquidation fees of \$15,400 to reimburse for one-hundred percent of the additional costs associated with the project. The actual liquidated damages would have been \$800 per day times 34 days equals \$27,200. Niggemann suggested accepting both agreement for the \$15,400. A motion was made by Trustee Davis and seconded by Trustee Stene to approve the amended agreement with Ayres of \$15,400 and accept the change order to decrease the project contract by \$15,400 for the liquidated damages. Voting For: Trustees Stene, Davis, M. Burcham, Prince and Albricht. Voting against: none. Motion carried.

East View Development – John Fraley

Lot 5 Certificate of Occupancy Received 09/21/2021 – Niggemann updated the Board that the certificate of occupancy for Lot 5 was received within the twelve month requirement. No action needed.

Lot 4 Board Authorization to transfer the deed – Board reviewed the original agreement with Fraley regarding five homes in five years and acknowledging that Fraley thought he would have five units in three years. The Board also wanted to discuss the availability of the lots in relationship to available water and sewer. The Village has had a lot of interest from developers and individuals wanting to build in East View Development. The Village does not want to deter any interest in building because of the water/sewer availability. The TIF was created to increase tax base and by turning away interested developers, we are missing out on getting that increased tax base. The Village plans to have the Phase 2 water and sewer completed by summer of 2022 and would make sure the Fraley still ends up with a total five units, however they might

not be all in a row. Fraley agreed, but requested two lots, Lot 4 and Lot 3 to be held for his use. Depending on interest, the Village Board did not make any promises. Fraley also commented that Lot 5 completion was delayed due one of the buyers not being able to get financed and during the design of the second unit on for Lot 4, one of the buyers passed away. Lot 5 will be closing on November 1st and Fraley has modified the design-specific plans for Lot 4 to interest more people. Fraley is ready to start concrete work in November if the Board approves the transfer of Lot 4.

A motion was made by Trustee M. Burcham and seconded by Trustee Stene to approve the deed transfer of Lot 4 to Homes by Croix Creek. Voting For: Trustees Prince, M. Burcham, Stene, Davis and Albricht. Voting Against: none. Motion carried.

Viking Drive Stop Sign – A recommendation was made by the Public Safety Committee to remove the stop sign at Viking Drive at the intersection with Riverview. The Viking Drive stop sign is not listed in the Village of Colfax ordinances. With the street reconstruction it seems that there is less of a need for the stop sign on Viking Drive, but the stop sign on the north most part of Riverview traveling south should remain at the intersection of Riverview and Viking Drive. A motion was made by Trustee Davis and seconded by Trustee Stene to remove the Viking Drive stop sign. A voice vote was taken with all members voting in favor. Motion carried.

415 Dunn Street/Roosevelt Street- Niggemann provided documentation of recent research regarding whether or not Roosevelt Street travels east and west or if the gravel road labeled as a private road is part of the creamery. This item is on the agenda to document that the Village realizes that sometime in the past, that Roosevelt no longer would run east and west. A motion was made by Trustee Stene and seconded by Trustee Davis to recognize that Roosevelt Street does not run east and west. A voice vote was taken with all members voting in favor. Motion carried.

Dunn County Treasurer Tax Collection Agreement – 2021 Taxes Collectable in 2022 – Niggemann explained that the County collects both first and second half of the tax bill for the Village. The cost they are proposing is exactly the same as the 2020 collectable in 2021 tax agreement. A motion was made by Trustee Stene and seconded by Trustee Davis to approve the 2021-2022 Tax Agreement with Dunn County at \$2.35 per parcel. A voice vote was taken with all members voting in favor. Motion carried.

American Legion Dedication Bronze Plaque – Request to Purchase – When the flag pole and base were moved from the triangle of Hwy 170 and University Avenue to the JD Simons Park, the bronze plaque was removed from the base. The plaque was taken to Tainter Machine to clean. The plaque was thought to have been returned to the Village. In many searches by many people, the plaque has not been found. It is impossible to determine for sure if the Village misplaced or lost it, but several people remember seeing it. The most reasonable cost estimate or replace the bronze plaque is with Citizen Bronze for \$961. The Colfax Municipal Restoration Group has agreed to help pay for a portion of the plaque. A motion was made by Trustee Stene and seconded by Trustee M. Burcham to approve the purchase of the bronze plaque from Citizen Bronze for \$961 from the Parks budget. A voice vote was taken with all members voting in favor. Motion carried.

Review Statement of Bills –September 27th, 2021 to October 10th, 2021 – A motion was made by Trustee Davis and seconded by Trustee M. Burcham to approve the bills as presented for September 27th, 2021 to October 10th, 2021. A voice vote was taken with all Trustees voting in favor. Motion carried.

Adjourn – A motion was made by Trustee M. Burcham and seconded by Trustee Davis to adjourn the meeting at 8:00 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Jody Albricht, Village President

Attest:

Lynn M. Niggemann
Administrator- Clerk-Treasurer

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 10/11/2021 From Account:
Thru: 10/24/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
77574	10/15/2021	ANTHEM BLUE CROSS AND BLUE SHIELD	313.57
77575	10/15/2021	ARAMARK UNIFORM SERVICE, INC	173.40
77576	10/15/2021	BAUMAN ASSOCIATES	11,025.00
77577	10/15/2021	CARLTON DEWITT	620.18
77578	10/15/2021	CEDAR CORPORATION	407.50
77579	10/15/2021	CENAGE LEARNING INC/GALE	71.97
77580	10/15/2021	COMMERCIAL TESTING LAB	488.00
77581	10/15/2021	CRAMER CONSULTING, LLC	250.00
77582	10/15/2021	DANIELS SHARPSMART, INC	141.74
77583	10/15/2021	DUNN CO HIGHWAY DEPT	175.68
77584	10/15/2021	DUNN COUNTY HUMANE SOCIETY	544.70
77585	10/15/2021	DUNN ENERGY COOPERATIVE	98.00
77586	10/15/2021	E.O. JOHNSON	163.83
77587	10/15/2021	EXPRESS MART	88.21
77588	10/15/2021	GEORGE ENTZMINGER	100.00
77589	10/15/2021	GP DESIGNS	174.33
77590	10/15/2021	HAWKINS, INC.	2,727.37
77591	10/15/2021	HEALTH TRADITION HEALTH PLAN	11,413.99
77592	10/15/2021	HUEBSCH	154.45
77593	10/15/2021	HYDROCORP	470.00
77594	10/15/2021	MENARDS-EAU CLAIRE	217.77
77595	10/15/2021	MICRO MARKETING LLC	228.71
77596	10/15/2021	MIDAMERICA BOOKS	167.60
77597	10/15/2021	MISSISSIPPI WELDERS SUPPLY CO.	189.86
77598	10/15/2021	MP CLOUD TECHNOLOGIES	549.00
77599	10/15/2021	PAAW-PROFESSIONAL AMBULANCE ASSOC. OF WI	400.00
77600	10/15/2021	SYNERGY COOPERATIVE	2,003.45
77601	10/15/2021	TRITECH SOFTWARE SYSTEMS	1,292.69
77602	10/15/2021	UNITED STATES TREASURY	74.02
77602	10/15/2021	UNITED STATES TREASURY	-74.02
77603	10/15/2021	VIKING DISPOSAL, INC	1,693.00
77604	10/15/2021	VILLAGE OF COLFAX	714.28
77605	10/15/2021	WASTEWATER TRAINING SOLUTIONS	535.00

POOLED CHECKING ACCOUNT


Accounting Checks

Posted From: 10/11/2021 From Account:
Thru: 10/24/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
77606	10/15/2021	WATER CARE SERVICES	106.50
77607	10/15/2021	WI DEPARTMENT OF REVENUE	219.61
77608	10/15/2021	ZEMPEL APPRAISAL SERVICE	2,305.80
77609	10/15/2021	SKID STEER GUY LLC	160,980.22
77610	10/19/2021	POSTMASTER OF COLFAX	358.44
EFTPS	10/14/2021	EFTPS-FEDERAL-SS-MEDICARE	5,871.75
EFTPS	10/12/2021	EFTPS-FEDERAL-SS-MEDICARE	16.64
WIDOR	10/12/2021	WI DEPARTMENT OF REVENUE	1,000.00
WIDOR	10/14/2021	WI DEPARTMENT OF REVENUE	1,083.95
WIDOR	10/22/2021	WI DEPARTMENT OF REVENUE	74.02
AMAZON	10/20/2021	AMAZON.COM	738.14
BREMER	10/11/2021	CARDMEMBER SERVICE	746.01
WIDCOMP	10/14/2021	WISCONSIN DEFERRED COMPENSATION	240.00
WEENERGIES	10/20/2021	WE ENERGIES	9.90
WEENERGIES	10/20/2021	WE ENERGIES	33.69
Grand Total			211,377.95

EMERGENCY MEDICAL TECHNICIAN (EMT) OVERVIEW

The Emergency Medical Technician (EMT) course prepares students for all aspects of emergency care in both medical and trauma situations. This 5 credit course adheres to state and national standards. Students will gain knowledge and skills in the following areas in anatomy and physiology, patient assessment, fractures and dislocations, spinal injuries, soft-tissue wounds, and ambulance operations. Upon successful completion, students are eligible to complete certification requirements for the National Registry of Emergency Medical Technicians (NREMT).

1/24/2022 - M, W 5:00 PM - 8:55 PM 8 2.0 \$454.99  Chippewa Falls Struensee,
3/16/2022 Campus - 116 Jennifer R.

PART 2 RUNS MARCH 28 - MAY 18

Autumn moved to the Village of Colfax from Nebraska where she had started the EMT class but because of COVID did not finish the testing. She now is employed at CTL and would like Colfax Rescue to sponsor her in the program at CVTC. As per the agreement C.R.S. will pay for the training, and testing (class \$454.99 PART 1 \$696.11 PART 2 TOTAL \$1,151.11, testing ~\$150.00). In exchange for two years of service with us. If she does not complete the class/testing or fails to provide two years of service she is responsible for reimbursing the Village. Cost of training is covered under the funding assistance program from the State of Wisconsin.

So I am asking the Village to approve Autumn's training so we can get her enrolled in the January class.

Don Knutson A-EMT
Director
Colfax Rescue

Colfax Rescue

Condition of Employment Agreement

I, Autumn, acknowledge that by accepting employment with Colfax Rescue as a Paid on call volunteer EMT, I am agreeing to the following condition of employment: Should I resign my employment voluntarily or be fired for cause within the first 24 months of my hire date I agree to reimburse Colfax Rescue the full cost of my pre-employment medical examinations. I also agree to reimburse Colfax Rescue for any and all training related expenses to gain certification which I did not possess at the time of hire. I understand these conditions and agree to accept such conditions of employment from Colfax Rescue. I hereby authorize Colfax Rescue to deduct any reimbursement from my wages and shall be responsible for any amount which my wages do not cover. Colfax Rescue will pursue collections from outside sources if not reimbursed.

In circumstances not addressed here, the Chief's discretion will prevail.

Agreed to this 24 day of September, 2021.

Printed name: Autumn Wildfeuer

Signature: Autumn Wildfeuer

Chief Signature _____

Colfax Rescue

Tel: 715*962*3049
Fax: 715*962*2032

614C Railroad Ave
PO Box 417
Colfax WI 54730

Donald Knutson Director/Chief
dknutson@colfaxrescue.us

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: pd

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 Tristan James Wolff
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715-308-0695 Email Address soccerga234@hotmail.com

Current Address 100 Viking Dr Colfax 54730 23
(Street) (City) (Zip Code) (yrs. at address)

Previous Address _____
(Street) (City) (Zip Code)

Date of Birth _____ Age 34

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 *Adam Johnson* 10/05/2021
(Chief of Police or designated staff Signature) (Date)

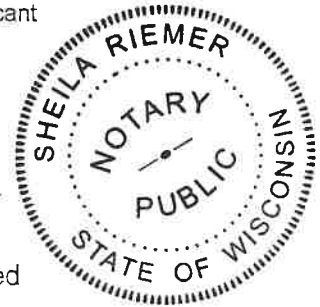
STATE OF WISCONSIN/ DUNN COUNTY

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 *Tristan Wolff*
Signature of Applicant

Subscribed and sworn before me this 4th day of October, 2021.

Sheila Riemer 7-17-22
(Signature of Notary Public) (Commission Expires)



Date Received: 10-4-21 Date to the Board: 10-25-21 Approved or Denied



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Tristan Wolff

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
10/04/2021



Expiration Date
10/04/2023



Certificate #
WI-00596330

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.

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

MEMORANDUM

To: Lynn Niggemann
From: Anders Helquist
Date: October 22, 2021
Re: **Revised Constitutional Rights Resolution**

This memo briefly addresses the revised Constitutional Rights Protection Resolution as amended by the Village's Public Safety Committee. Any suggested revisions we made to the updated resolution are highlighted and redlined.

As we stated in our May 2021 memo, we take no opinion on whether, as a policy matter, the Village should or should not pass this Resolution. Passing this Resolution, or a modified version of it, is a policy call for the Village and is subject to the Village Board's discretion.

With that in mind, below are several brief comments regarding remaining issues that we have attempted to address in the spirit of the Committee's recommendations.

- Page 1, 8th Whereas Clause and Page 2, 2nd Whereas Clause: We slightly adjusted the Committee's language to reflect that there may be situations where a lawful court order prohibits possession of firearms or other potential weapons, even without a conviction. For example, if there is a restraining order related to domestic violence, that is not a conviction per se but there may be a firearms prohibition.
- Page 2, second Be it Further Resolved: We adjusted this paragraph to clarify the Village will not fund enforcement of a law which is found to be unconstitutional by a court. In practice, if there is a federal executive order, we anticipate citizens or other groups will bring actions to enjoin (i.e., stop) the implementation of that executive order. If a court issues an injunction prohibiting enforcement of the executive order, then the Village will not allocate money to enforce such unlawful executive order, whether or not this paragraph is contained in a resolution.
- Heller Whereas Clause: Though not included in the revised resolution, we included a Whereas clause that references the U.S. Supreme Court's Heller case, in support of Second Amendment rights.
- Effect: We again note this Resolution will have less of a binding effect and is more general in nature in that it affirms support for a position regarding the Second Amendment. If the Village chooses to pass this Resolution, there is no penalty for the failure to follow the Resolution's terms. This Resolution can be amended, repealed, or modified by a subsequent Village Board.

After your review and discussion, please let us know if you would like us to revise/clarify the resolution or whether you would like to further discuss this matter with us and thanks in advance.

VILLAGE OF COLFAX, WISCONSIN

Resolution 2021- _____

Constitutional Rights Protection Resolution

WHEREAS, the Constitution of the United States is the Supreme Law of our nation; and;

WHEREAS, the Bill of Rights added the first 10 amendments to the United States Constitution in order to provide specific guarantees of personal freedoms, clearly defined limitations on the government's power, and explicit declarations that all rights and powers not granted to the U.S. Congress are reserved for the States or the people; and;

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution; reads "A well-regulated Militia, being necessary to the security of a free state, the right of the people to keep and bear Arms, shall not be infringed;" and under the Constitution of the State of Wisconsin, Article 1, Section 25, reads "The people have the right to keep and bear arms for security, defense, hunting, recreation or any other lawful purpose;" and;

WHEREAS, the Right of the People to Keep and Bear Arms for the defense of Life, Liberty, and Property is regarded as an Inalienable Right by the [PeopleCitizens](#) of Village of Colfax, Wisconsin, and;

WHEREAS, the [PeopleCitizens](#) of [the](#) Village of Colfax, Wisconsin derive an economic benefit from all safe forms of firearms recreation, hunting and shooting ~~conducted within Village of Colfax~~ using all types of firearms allowable under the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, the Village of Colfax Board of Trustees, being elected to represent the [PeopleCitizens](#) of Village of Colfax and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, the Village of Colfax Board of Trustees is concerned about the passage of any bill containing language which could be interpreted as infringing the rights of the citizens of Village of Colfax to keep and bear arms, and;

WHEREAS, the Village of Colfax Board of Trustees wishes to express its deep commitment to the rights of ~~all~~ [the Citizens](#) of [the](#) Village of Colfax to keep and bear arms, [unless such citizen is convicted of a felony or otherwise prohibited by court order from owning or possessing a firearm unless otherwise restricted for conviction of a felony or a crime of domestic violence](#), and;

WHEREAS, the Village of Colfax Board of Trustees wishes to express opposition to any law that would unconstitutionally restrict the rights of the citizens of Village of Colfax to keep and bear arms, and;

VILLAGE OF COLFAX, WISCONSIN

WHEREAS, the Wisconsin State Assembly and the Wisconsin State Senate, being elected by the PeopleCitizens of the State of Wisconsin and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, any legislation considered by the Wisconsin State Legislature, or ~~Executive Orders~~ are not mentioned that would infringe upon the Right to Keep and Bear Arms and would ban the possession and/or use of any weapons including firearms, magazines, ammunition or body armor now lawfully employed by individual citizens of Village of Colfax, unless such citizen is convicted of a felony or otherwise prohibited by court order from owning or possessing a firearm, magazine, ammunition, or body armor, unless otherwise restricted for conviction of a felony or a crime of domestic violence, for their defense of Life, Liberty and Property or for the purposes of hunting, recreation or other traditionally considered lawful purposes or would require a firearms owner I.D. card or tax the possession of firearms or ammunition or require the registration and/or confiscation of said weapons and ammunition without probable cause and without affording due process within Village of Colfax, Wisconsin; would be a violation of the Second Amendment of the United States Constitution and of Article 1, Section 25 of the Wisconsin Constitution, therefore; and

WHEREAS, the U.S. Supreme Court in the case of District of Columbia v. Heller, 554 U.S. 570 (2008) made clear that a local or state government may not simply ban firearms in that the 2nd Amendment to the federal constitution makes clear the general right of citizens to possess a firearm for traditional lawful purposes, such as self-defense within the home;

BE IT RESOLVED, the peopleCitizens of Village of Colfax, Wisconsin hereby declare it to be a Second Amendment Sanctuary Village.

BE IT FURTHER RESOLVED, the PeopleCitizens of Village of Colfax, Wisconsin affirms its support of the Colfax Police Department to exercise sound discretion to not enforce against any citizen an firearm laws unlawfully infringing upon Second Amendment rights of the US Constitution. unconstitutional firearms law.

BE IT FURTHER RESOLVED, that the Village of Colfax Board will not appropriate any funds for any enforcement of unconstitutional laws firearm laws (enacted legislation or executive orders) found unconstitutional by a court and which unlawfully infringeing upon Second Amendment rights of the US Constitution or executive orders against the law abiding peoplecitizens of Village of Colfax, Wisconsin.

NOW, THEREFORE, IT BE AND IS HEREBY RESOLVED that the PeopleCitizens of Village of Colfax, Wisconsin, do hereby oppose the enactment of any legislation or executive order that would infringe upon the Right of the law abiding citizens of Peopthee Village of Colfax to keep and bear arms and consider such laws or executive orders to be unconstitutional and beyond lawful legislative or executive authority and to be an act of tyranny.

VILLAGE OF COLFAX, WISCONSIN

PASSED BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES on _____, 2021.

RESOLUTION SUMMARY: Village of Colfax advocates the constitutional rights of its citizens.

Jody Albricht, Village President

ATTEST:

Lynn M. Niggemann, Administrator-Clerk-Treasurer

DRAFT

INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated October 18, 2021 which is an attachment to the Master Agreement dated December 21, 2018 between Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: 2022 Street & Utility Improvements

ATTACHMENT A - SCOPE OF SERVICES

CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

CONSULTANT will provide professional services for the design, bidding, and construction phase services for the 2022 Village of Colfax Street & Utility Improvements. The project will consist of reconstructing Dunn Street from the Intersection of 4th Avenue to approximately 750-feet south of the intersection. Work will include approximately 750-feet of street (no curb and gutter, storm sewer, or sidewalk), 755-feet of new sanitary sewer, and 385-feet of new water main within the Village right-of-way.

ARTICLE 1 - BASIC SERVICES

TOPOGRAPHIC SURVEY

CONSULTANT shall:

1. Establish horizontal project control using the local county coordinate system.
2. Establish up to three benchmarks on or near the project area with robotic total station derived elevations.
3. Place a digger's hotline locate request to cover the project area.
4. Collect visible topographical features contained within the project area.
5. 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.
6. 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.

PRELIMINARY DESIGN PHASE

CONSULTANT shall:

1. Prepare preliminary plans and specifications for review by the OWNER. OWNER review comments will be incorporated into the final plans. It is anticipated that the preliminary plans and specifications will be reviewed once prior to preparation of final construction plans and specifications.
2. Project will use the Village of Colfax standard road and utility details and specifications. Typical street section for **Dunn Street** is anticipated to consist of returning street grades and widths to

match existing conditions. Sanitary sewer and water main will be extended and new services provided within the right of way to future lots.

3. Based on the information contained in the preliminary design documents, prepare and submit an opinion of probable Total Project Costs.
4. Furnish the above Preliminary Design documents and present and review them in person with OWNER.

FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, CONSULTANT shall:

1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the format of the Construction Specifications Institute).
2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist OWNER in consultations with appropriate authorities. Anticipated permits include WDNR Sanitary Sewer Extension, and WDNR Watermain Extension. Project is anticipated to be less than 1 acre and not require WDNR NOI Permit.
3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee) and assist in the preparation of other related documents.
5. Furnish the Drawings and Specifications and present and review them in person with OWNER.

BIDDING PHASE

After written authorization to proceed with the Bidding, CONSULTANT shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process deposits for Bidding Documents.
2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

CONSTRUCTION PHASE

During the Construction Phase:

1. General Administration of Construction Contract. CONSULTANT shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 18, inclusive, of the Standard General Conditions of the Construction Contract, C-700 (2013 edition) of the Engineers Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified, except to the extent provided hereinafter and except as CONSULTANT may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.
2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, CONSULTANT shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist CONSULTANT and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep OWNER informed of the progress of the work.

The Resident Project Representative (and any assistants) will be CONSULTANT's agent or employee and under CONSULTANT's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth below.

The purpose of CONSULTANT's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, CONSULTANT shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, CONSULTANT can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

3. Construction Staking. CONSULTANT shall provide one-time construction staking as detailed in the construction documents to locate the work which, in CONSULTANT's judgement, is necessary to enable contractor to proceed.
4. Defective Work. During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s)' work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
5. Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
6. Shop Drawings. CONSULTANT shall review (and take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
7. Substitutes. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
8. Inspections and Tests. CONSULTANT shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
9. Disputes Between OWNER and Contractor. CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered in good faith.
10. Applications for Payment. Based on CONSULTANT's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by CONSULTANT to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. CONSULTANT's review of Contractor(s)' work for the purposes of recommending payment will not impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

11. Contractor(s)' Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
12. Inspections. CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 10.
13. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1 thru 12 inclusive, shall be construed to release CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by CONSULTANT in the Contract Documents.
14. After the project is complete, CONSULTANT shall prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant. In that record drawings are based on information provided by others, CONSULTANT cannot and does not warrant their accuracy.

ARTICLE 2 - ADDITIONAL SERVICES

CONSULTANT will furnish additional services only upon written authorization from OWNER.

Services NOT included:

1. Boundary survey or preparation of plat of survey.
2. Preparation of easements or descriptions.
3. Title Searches/Title Commitment.

4. Permit and submittal fees.
5. Geotechnical investigation and analysis.
6. Wetland delineation, permitting, or mitigation services.
7. Private utility relocation or related work.
8. Traffic control planning, other than normal road closure to through traffic or detour planning.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.
2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.
3. Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

ATTACHMENT B - PERIOD OF SERVICES

ARTICLE 4 - PERIOD OF SERVICES

The professional services provided by CONSULTANT are anticipated per the following schedule assuming OWNER executes this agreement within 30 days of the agreement date:

Topographic Survey	November 2021
Preliminary Design Phase	December 2021
Preliminary Plan Review by Owner	December 2021
Final Design Phase	January 2022
Construction Plan Review by Owner	January 2022
Bidding Phase	February 2022
Construction Phase	2022 Construction Season

ATTACHMENT C - COMPENSATION AND PAYMENTS

ARTICLE 5 - COMPENSATION AND PAYMENTS

CONSULTANT shall perform Basic Services set forth in Attachment A based on the following:

1. Topographic Survey	\$ 3,800	Lump Sum
2. Design and Bidding Phase	\$ 21,600	Lump Sum
3. Construction Phase	\$ 20,200	Lump Sum

Seventy-Two (72) hours of full-time construction observation during utility construction and part-time observation for street construction are included in above Lump Sum Compensation. Contractor production rates may require additional construction observation. A rate of **\$125** per hour will be charged for construction observation services beyond the included hours.

CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered, but shall not exceed the total Lump Sum amount unless approved in writing by OWNER.



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.

<u>Village of Colfax</u> OWNER		<u>Ayres Associates Inc</u> CONSULTANT
_____	(Signature)	<u></u>
<u>Jody Albricht</u>	(Typed Name)	<u>Gareth Shambeau, PE</u>
<u>Village President</u>	(Title)	<u>Project Manager</u>
_____	(Date)	<u>October 20, 2021</u>
_____	(Attest)	<u></u>
<u>Lynn Niggemann</u>	(Typed Name)	<u>Lisa A. Fleming, PE</u>
<u>Village Administrator-Clerk-Treasurer</u>	(Title)	<u>Manager, Municipal Services</u>
_____	(Date)	<u>October 20, 2021</u>

Resolution 2021-16
Resolution Adopting the Dunn County Redistricting Committee
2021 Supervisory District Plan

WHEREAS, the Dunn County Redistricting Committee has carried out its charge and has developed a tentative supervisory district plan in accordance with the laws of the State of Wisconsin; and

WHEREAS, the Village of Colfax Board of Trustees has reviewed the tentative supervisory district plan that includes the Village of Colfax in District 5, stated as follows:

District 5:

Ward 1: That part of the Village of Colfax lying southerly and easterly of a line described as follows: Beginning at the intersection of the east line of the Village of Colfax and State Road 40 (also known as University Avenue),
thence westerly along State Road 40 (also known as University Avenue) to Main Street (also known as State Road 40),
thence southerly along Main Street (also known as State Road 40) to the south line of the Village of Colfax, being the point of ending of this description.

Ward 2: That part of the Village of Colfax lying northerly and westerly of a line described as follows: Beginning at the intersection of the east line of the Village of Colfax and State Road 40 (also known as University Avenue),
thence westerly along State Road 40 (also known as University Avenue) to Main Street (also known as State Road 40),
thence southerly along Main Street (also known as State Road 40) to the south line of the Village of Colfax, being the point of ending of this description.

NOW, THEREFORE BE IT RESOLVED, the Village of Colfax Board of Trustees approves the Dunn County Redistricting Committee's tentative supervisory district plan as it relates to the Village of Colfax.

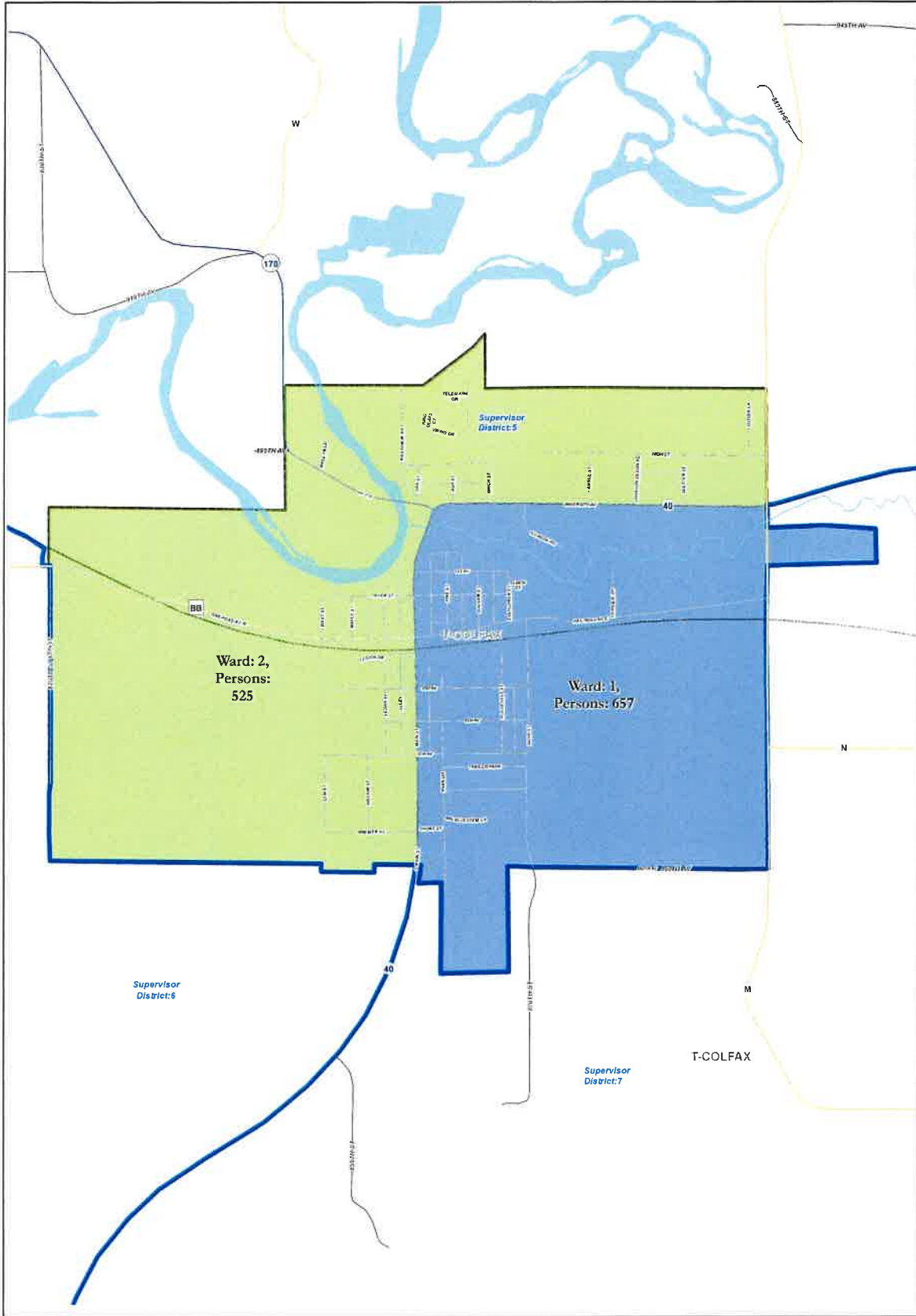
Adopted this 25th day of October 2021.

Jody Albricht, President

Attest: _____
Lynn M. Niggemann
Administrator-Clerk-Treasurer

2021 VILLAGE OF COLFAX PROPOSED WARD PLAN

45,440: Dunn County, WI Population per 2020 Census | 1,182: Village of Colfax



DRAFT PLAN NAME: 111_Draft_HY40
Map Created: 10/20/2021 2:06:01 PM

NOT OFFICIAL

- Municipality Boundary
- County Tentative Supervisory Plan - adopted 9/15/2021
- Ward 1
- Ward 2

Cofax Rescue September 2021 Report

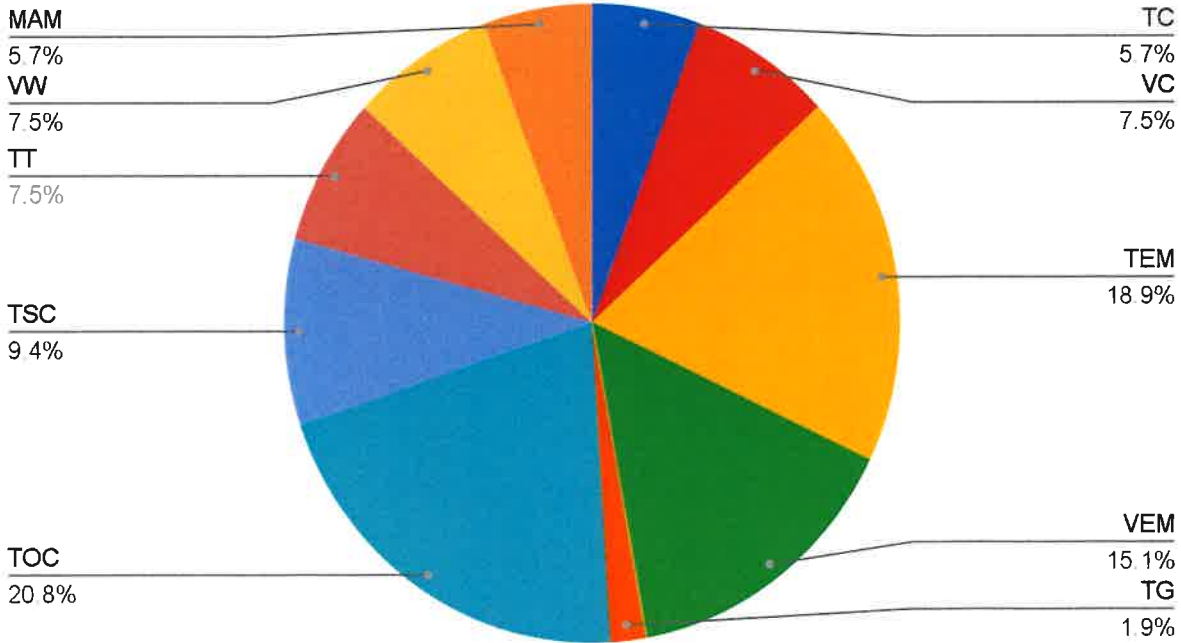
Municipalities Responded To:

TC	33
VC	4
TEM	10
VEM	8
TG	1
TOC	11
TSC	5
TT	4

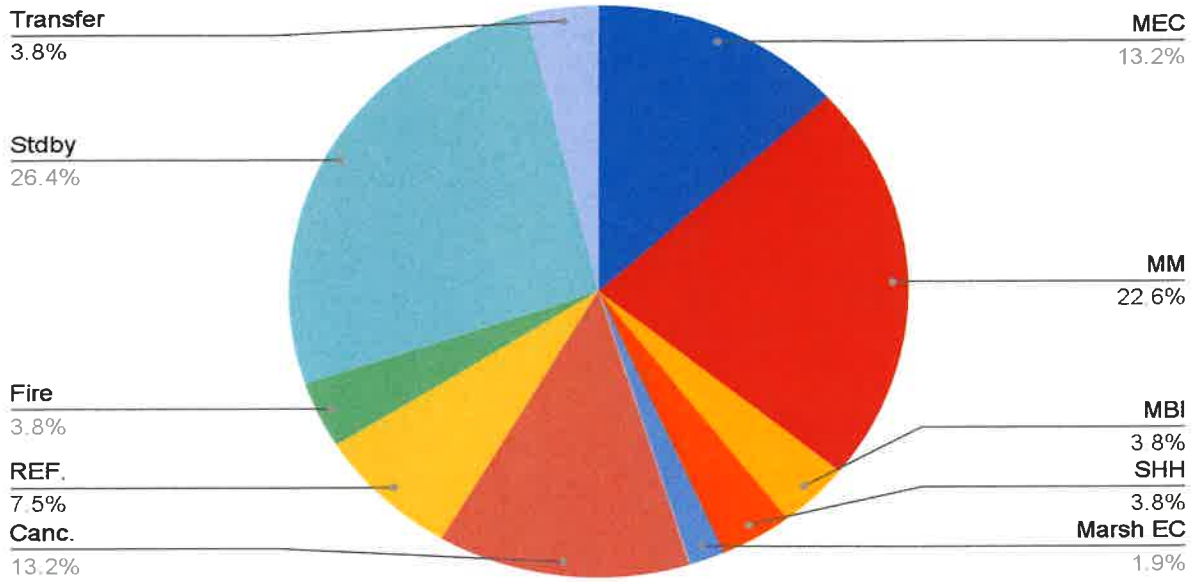
VW	4
MAB	0
MAM	3
City of Bloomer	0

53 Incidents in September

MUNIIPALITIES RESPONDED TO



RECEIVING FACILITIES



MEC	7
MM	12
MBI	2
MBa	0
SHH	2
SJ	0
Marsh EC	1

Canc.	7
REF.	4
Fire	2
Mayo 1/Lifelink	0
Stdby	14
Transfer	2

Fleet:

	Beginning Mileage	month end mileage	Yearly Mileage	Fuel Cost pump price	Maintenance	Hours	Monthly fleet operation cost per mile
M7 (2011 Dodge)	78909	85562	6653	\$2,109.48	\$506.58	274	\$0.39
M8 (2014 Dodge)	63587	68290	4703	\$1,648.10	\$359.98	188	\$0.43
Total			11356	\$3,757.58	\$359.98	462	\$0.41

CRS Notes:

- September was a busy month and October has not slowed down.
- As of this writing coverage is complete for football games (providing no playoff hosted games).
- We covered a UWEC NCAA cross country meet at Whitetail Golf Course on October first which teetered on a mass casualty incident because of the number of athletes treated/transported.
- We have taken the M8 in for an oil change and DOT mechanical inspection and found front brakes needed to be replaced and our rear suspension bags leaking parts have been ordered.
- Cracks in our black top have been sealed.
- Mayo One trained (classroom only because helicopter was on a flight) in September.
- We have completed our funding assistance application as well as our funding report to the State EMS office.
- CRS hosted a lightly attended COVID immunization clinic on September 11th.
- COVID cases are still high in Dunn County reinforced by the numerous COVID patients we have transported to the hospital.
- Menomonie Fire has proposed automatic ALS (automatic Advanced Life Support) for any pulseless-non-breathing patients or ECHO (most severe cases)
- Dunn County Fire Chiefs Association meeting will be at CRS on October 21,2021
- October training will be on Dementia.
- October 30, UW Stout will be hosting an NCAA Cross Country Meet at Whitetail Golf course. CRS will have an ambulance and staff in attendance.
- I would like to extend Colfax Rescue sympathies to the family of Charlie Best who was a former First Responder/Firefighter/Assistant Fire Chief/ Town Patrolman from Elk Mound. May he be at peace no longer worrying about keeping the residents of Elk Mound safe.
- Remember if you walk out to the street and cannot read your house number it is recommended that you put 3-4 inch numbers up that are reflective. Or come to CRS and we can make up a sign.

Tran Category	Jun	Jul	Aug	Sep	Oct
Colfax Rescue, 2021					
Beginning A/R	\$ 79,346.11	\$ 94,783.32	\$ 105,182.47	\$ 105,449.88	\$ 122,573.02
Charges	\$ 54,556.04	\$ 59,806.48	\$ 48,804.12	\$ 57,869.89	\$ 41,430.77
Charge Discounts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Contractual Adjustments	-\$ 20,104.80	-\$ 33,658.62	-\$ 24,820.45	-\$ 23,208.95	-\$ 15,506.17
Gross Net Charges	\$ 34,451.24	\$ 26,147.86	\$ 23,983.67	\$ 34,660.94	\$ 25,924.60
Courtesy Discounts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Bad Debt Write Off	\$ 302.63	\$ 171.34	\$ 193.07	\$ 0.00	\$ 0.00
Bankruptcy	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Misc Adjustments	\$ 5.35	\$ 1,940.94	\$ 1,308.21	-\$ 230.12	-\$ 513.57
Adjusted Charges	\$ 34,759.22	\$ 28,260.14	\$ 25,484.95	\$ 34,430.82	\$ 25,411.03
Insurance Refunds	\$ 1,695.15	\$ 0.00	\$ 0.00	\$ 0.00	\$ 313.57
Patient Refunds	\$ 0.00	\$ 1,943.68	\$ 0.00	\$ 0.00	\$ 0.00
Returned Checks	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Refunds	\$ 1,695.15	\$ 1,943.68	\$ 0.00	\$ 0.00	\$ 313.57
Insurance Payments	-\$ 11,839.12	-\$ 13,051.64	-\$ 18,591.98	-\$ 14,141.86	-\$ 7,539.37
Patient payments	-\$ 9,178.04	-\$ 6,753.03	-\$ 6,625.56	-\$ 3,165.82	-\$ 3,520.28
Bad Debt Recovery	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Payments	-\$ 21,017.16	-\$ 19,804.67	-\$ 25,217.54	-\$ 17,307.68	-\$ 11,059.65
Net Payments	-\$ 21,017.16	-\$ 19,804.67	-\$ 25,217.54	-\$ 17,307.68	-\$ 11,059.65
Ending A/R	\$ 94,783.32	\$ 105,182.47	\$ 105,449.88	\$ 122,573.02	\$ 137,237.97
Beginning Collections	\$ 26,174.67	\$ 25,872.04	\$ 25,700.70	\$ 25,507.63	\$ 25,507.63
Accounts Sent To Collections	-\$ 302.63	-\$ 171.34	-\$ 193.07	\$ 0.00	\$ 0.00
Adjustments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Bad Debt Recovery	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Ending Collections	\$ 25,872.04	\$ 25,700.70	\$ 25,507.63	\$ 25,507.63	\$ 25,507.63
Total # of Claims Filed	64	41	43	52	35
Total Lines Filed On All Claims	144	87	90	102	75
Gross Days in AR	67	60	58	66	83
Runs	40	38	38	55	33
Denial # of Runs	10	4	4	6	5
Average Charge/Transport	\$ 1,363.90	\$ 1,573.85	\$ 1,284.32	\$ 1,052.18	\$ 1,255.48
Average Revenue/Transport	\$ 525.43	\$ 521.18	\$ 663.62	\$ 314.69	\$ 335.14

Street Committee Meeting
October 11th, 2021
6:00 p.m.

The Village of Colfax Street Committee met on October 11th, 2021 at 6:00 p.m., at the Colfax Rescue Squad, 614C Railroad Avenue, Colfax, WI 54730. Members present were Chair Davis and Albright. Excused: Halpin. Also present were Gary Stene, Jeff Prince, Director of Public Works Bates and Administrator-Clerk-Treasurer Niggemann.

Streets Improvement List

Reviewed the previous list and updated the priority list. Niggemann will provide the updated list to Gareth Shambeau with Ayres Associates to get some estimated costs for the 2022 budget for Dunn Street and Cedar Street. Updated list is attached.

Review 2021 Budget and Identify Projects for 2022 Proposed Budget

The committee reviewed the 2021 budget. Bates provided a list of equipment and hourly costs. The discussion revolved around the age of the equipment. The End-loader is the oldest, 2001 and is the number one priority. About 10 years ago, the cost was \$173,000 less trade-in \$80,000, net cost of \$93,000. Every two years the end-loader gets a full service at a cost of about \$3,500. If the transmission needed to be replaced, the cost is \$35,000 and it costs about \$10,000 for a set of tires. Rand will get updated costs. The 2006 Dump Truck is priority two for replacement. The Village should consider a single axle dump truck. Tainter Township recently got a new Mack Dump Truck for \$76,000. Other equipment includes the side by side and the Bobcat which is currently on an annual roll-out plan.

Any other street discussions – none.

Adjourn: A motion was made by Davis and seconded by Albright to adjourn Streets Committee meeting at 6:45 p.m. A voice vote was taken with all members voting yes. Motion carried.

Carey Davis, Chair

Village of Colfax

Capital Improvement Plan - Street Repair

Priority List	Street	Est. Cost
1	Dunn St. – Phase 2 of East View Development <ul style="list-style-type: none"> . Street – Resurface . Water . Sanitary 	
2	Cedar St. from River St. to Railroad Ave. <ul style="list-style-type: none"> . Street/Curb . Sidewalk 528' x 5' = 2640#x\$4.60/#=\$12,144 (Owner \$7,286.40 and Village \$4,857.60) . Water . Sanitary 	\$202,948
3	Oak St- High St. to Hwy 170 <ul style="list-style-type: none"> . Street/Curb . Sanitary 	TBD
4	Balsam- Option 1: Railroad Ave. north 108'x 38' Balsam – Option 2 Railroad Ave. to River St. 347' x 38' Balsam - Option 3 Railroad Ave. to First Ave. 205'x 38' <ul style="list-style-type: none"> . Resurface 	TBD
5	Railroad Ave. – by the Messenger 107' x 40' <ul style="list-style-type: none"> . Resurface 	TBD
6	High St. – Birch St. to Oak St. <ul style="list-style-type: none"> . Street/Curb/Storm . Water . Sanitary 	TBD
7	Amble St. – High St to University Ave./Hwy 40 <ul style="list-style-type: none"> . Street/Curb/Storm . Water . Sanitary 	TBD
8	High St. -Bus Garage to Cty Rd M <ul style="list-style-type: none"> . Street/Curb . Water . Sanitary 	TBD
9	Hwy 40/University Ave. – DOT project <ul style="list-style-type: none"> . Parking stalls on Main Street . Possible C & G repair 	TBD

11	Railroad Ave. from Pine St.(Hwy 40) to Cty Road M . Street/Curb . Stormwater OR . Railroad Avenue from Pine St.(Hwy 40) to Cty Road M . Street/Curb . Stormwater	\$400,000 OR \$700,000
12	Hwy 40/University Ave. . Curb & Gutter (south side) East of the two Four-Plex Units – to control water run-off	TBD

Parks Committee Meeting
October 13th, 2021
1:00 p.m.

The Village of Colfax Parks Committee met on October 13th, 2021 at 1:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members present: Chair Jeff Prince and Gary Stene. Excused: Mark Halpin. Others present: Director Bates and Administrator-Clerk-Treasurer Niggemann.

Review 2021 Expenses - The Committee review the 2021 expenses.

Discuss projects for 2022 for budgeting - The committee discussed the following projects for 2022:
Fairgrounds Park – Teetter Totter needs to be repaired, sandbox the table needs to be repaired and the stage cement, steps project.

Tom Prince Memorial Park – The committee would like the Softball Association to give an update on the financials. How are the concessions doing since implementation? How are the donations coming along? Project to consider – snow fence replacement, fence around the light pole, pass through gate to the electrical box. Gazebo roof replacement should get bid out in the spring to see if costs have gone down. Prince would like the Village to provide a Village owned 4-wheeler for the maintenance of the fields. This topic was discussed in detail with it being ½ in favor and ½ not in favor when considering the previous 4-wheeler and how that was handled.

Stuart Park – Prince would like to see the park be a developed campground with 15 to 20 sites. He would like to have electric sites and an estimated price of \$35 per night. The water and electric would get ran from the concession stand. Consider having a dump site for the sewage from the campers. A holding tank would get installed and get pumped out like the bathrooms at the TPMP.

JD Simons Park – Stene would like the flag pole at the park to be more than just a flag pole. He would like to see more of a Veteran’s memorial there or at another location. Discussion of locations included, JD Simons Park, the Cemetery, Schaffer’s vacant land on University Avenue or the Village of Colfax green space by the footbridge. Stene thought maybe there could be some fund raising to help with the cost of a larger project.

Niggemann suggested that the 2022 budget should start with similar budget to 2021, \$10,000 for buildings and grounds. The committee needs to realize that if the parks budget increases to \$20,000, other departments will need to make up that difference and the Village Budget has been quite tight the last few years. The committee was comfortable with that.

Adjourn: A motion was made by Stene and seconded by Prince to adjourn the meeting at 2:08 p.m. A voice vote was taken and all members voted yes. Motion carried.

Jeff Prince, Chair

Public Safety Committee Meeting
October 13th, 2021
7:00 p.m.

The Village of Colfax Public Safety Committee met on October 14th, 2021 at 7:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members Present were: Jeff Prince, Jody Albright and Margaret Burcham, Chair. Also present were Police Chief Anderson, Barb Black, Rich Jenson, Nancy Odom and Administrator-Clerk-Treasurer Niggemann. No press was present.

Constitutional Rights Issue

A motion was made by Albright to not adopt the Resolution on the second amendment. There was no second. The motion died due to lack of a second.

The Committee discussed what each member was thinking and also allowed the public to chime in. Niggemann asked the committee to compare the attorney notes to the amended resolution and see if all items were addressed. There were still a few items that needed to be addressed, unconstitutional, was not defined. The group decided to add some language and have the current revision reviews by the attorney.

A motion was made by Prince and seconded by Albright to refer the Second Amendment Resolution back to the Village Board with the Public Safety Committee being undecided. Two members voted in favor of the motion and one voted against. Motion carried.

Adjournment – A motion was made by Albright and seconded by Prince to adjourn the meeting at 8:08 pm. All members voted in favor. Meeting adjourned.

Margaret Burcham, Chairperson

Elevator Meeting Minutes 10/14/2021

Present: Lisa Bragg-Hurlburt, Mark Johnson, Nancy Baumgartner, LeAnn Ralph, Mona Thorson and Gary Swartz

- **We talked about Troy's donation letter.** Everyone agreed it looked good. We appreciate Troy taking this step of reaching out to Colfax alumni.
- **Gary Swartz made a motion that the Elevator Commission cover half the cost of the donation letter mailing (or all of it, if necessary), up to \$500.** This would come out of our administrative fund. LeAnn Ralph seconded the motion. Passed unanimously.
- **We have decided to proceed with the October 30 movie showing of "Beetlejuice" upstairs in the auditorium.** Our concessions will be simple: popcorn and water. We will not do extra advertising beyond Facebook and the sign outside the building, to purposely "keep it small". Costumes are encouraged and Lisa donated a goodie basket to give the winning costume. Lisa, Jolene, Mona, and Mark will be working that night.

Lisa wondered if anyone was going to clean or decorate the upstairs before the event. If not, her and Jolene will do it.

- **In the context of "other fundraising suggestions" it came up that we need to make sure our Planning Grant application is progressing.** Lisa said she would talk to Lynn about contacting Patrick from Cedar Corps and inquiring about the survey, the public meeting, and just in general if Cedar Corps is still interested in doing the work for us and what the timeline may be. (Lisa did talk to Lynn today and Lynn agreed to contact Patrick).

Mark brought up the idea of doing postcards of pictures around town as a fundraiser. LeAnn mentioned that this could also be expanded to stationery sets, too. She is going to come back to our next meeting with a quote of what it might cost us to print something up.

Mark also brought up the idea of doing a bake sale at Kyle's. Lisa will ask Claudia if bake sales are allowed in their store yet.

Our next meeting is November 11 at 5:30

Colfax Solid Waste & Recycling Committee Minutes –October 19th, 2021

On October 19th, 2021, the Solid Waste & Recycling Committee met 7:00 p.m. at the Colfax Community Fire Department, 407 County Road M, Colfax, WI. Members present: Dean Logslett-Town of Colfax, John Schaeffer-Town of Spring Brook, Justin Albricht-Town of Tainter, Tony Christopherson-Town of Elk Mound, Ray Glaser-Town of Wilson, Terry Stamm-Village of Elk Mound and Jody Albricht-Village of Colfax (Chair). Excused: Dave Buchner-Town of Grant and LeAnn Ralph-Town of Otter Creek. Others present included Village of Colfax Administrator-Clerk-Treasurer Niggemann.

Consideration Items

Fee Schedule Review Updates and consider any other changes – Niggemann explained that some the changes include the way the sites will accept the compressed cylinders, no longer accept railroad ties, state that appliances must come clean, common recyclables list was updated to match the DNR requirements and the sites no longer accept clothing since USAgain no longer provides a collection box. A motion was made by Justin Albricht and seconded by Logslett to approve the fee schedule with the current modifications as well as modify the compressed cylinders section after talking with site attendants. A voice vote was taken with all members voting in favor. Motion carried.

Pay rates for Collection Site Workers – Niggemann provided a chart with the possible pay increase for the site workers; 1% to 7% with the Cost of Living for 2022 being 5.9%. A motion was made by Wilson and seconded by Schaffer to approve a \$0.50 raise both the attendant pay and the lead pay, \$15.00 to \$15.50 and \$16.00 to \$16.50. A voice vote was taken with all members for in favor. Motion carried.

Annual Maintenance on Compactors – Village of Boyceville had contacted JWR regarding a maintenance agreement and hoped to get a reduced rate if there were more compactors to service on the same day. Current pricing was given of \$300 per machine. Niggemann is waiting on a response regarding a reduce rate for multiple machines on one site. The Committee discussed having Village of Colfax RU be responsible for the service, have Bear Valley or other electric company that is local service them, etc.

Any other Discussion items – Stamm talked with Randy Eide from the City of Menomonie regarding Clean Sweep. The Menomonie event went well and they were very happy with their vendor. The RU should look at a depreciation schedule. Does Bates want the salt purchased from any particular vendor for winter site care?

Statement of Bills September 18th, 2021 to October 18th, 2021 – No action, just a review of the paid bills.

Financial/Budget Documents- No action, just reviewed reports.

Minutes – September 21, 2021 meeting – A motion was made by Justin Albricht and seconded by Tony Christopherson to approve the meeting minutes of September 21, 2021. A voice vote was taken with all members voting in favor. Motion carried.

Future meeting items – Niggemann just updated the committee that the agreement indicates that the Committee meets at least twice a year for the budget and the annual review of the financials. Unless there is a need for the committee to meet will plan on meetings in April and September. Niggemann will also communicate via email with quarterly financial reports.

Next meeting date – Tuesday, April 19th, 2022 at 7 p.m. at the Fire Hall.

Adjourn – A motion was made by Dean Logslett and seconded by John Schaffer to adjourn the meeting at 7:49 p.m. A voice votes was taken with all members voting in favor. Motion carried.

Jody Albricht, Chair

Attest: Lynn Niggemann, Administrator-Clerk-Treasurer



October 12, 2021

VIA E-MAIL

Lynn Niggemann, Administrator-Clerk-Treasurer
Village of Colfax

Dear Lynn:

This letter is in response to your October 8 email related to questions regarding a religious group's access to the Village-owned auditorium.

Generally speaking, when the Village opens up public facilities for one group to engage in expressive activity, it creates what is known as a "limited public forum" (opening auditorium or library to outside groups) and that generally triggers a need to open up those facilities to all groups seeking to use the facility, including religious groups that engage in religious expression.

If the Village-owned space is open to other non-profit groups without religious content or viewpoints and a group is prohibited solely because that group (AWANA) is religious and engages in religious viewpoints/expressive activity, such a prohibition would almost certainly be unconstitutional content and viewpoint discrimination. With this type of forum, the U.S. Supreme Court has held a ban on religious worship is "content-based" and discriminates against "speech and association protected by the First Amendment," through the exclusion of that type of content in this type of forum. *Widmar v. Vincent*, 454 U.S. 264, 274 (1981).

A ban on religious worship in a limited public forum also constituted unlawful "viewpoint discrimination." *Good News Club v. Milford Central School*, 533 U.S. 98, 107-110 (2001) (e.g., allowing the Boy Scouts to teach morals and character from its perspective in a limited public forum but forbidding the teaching of morals and character from a religious perspective was unlawful viewpoint discrimination).

If there is this type of content or viewpoint discrimination against a religious group, that will trigger what is known as "strict scrutiny." That is, the government can engage in that type of discrimination, but only if that discrimination is "necessary to serve a compelling state interest and . . . narrowly drawn to achieve that end." *Widmar*, 454 U.S. at 270.

Based on your email, it appears there is no compelling Village interest that would justify specific exclusion of a religious group like AWANA. Though not stated directly in your email, and reading between the lines, a concern from a trustee that the Village cannot open any public facilities to

Lynn Niggemann
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religious uses because that would violate the "Establishment Clause" or would violate the "separation of church and state" will not satisfy the strict scrutiny test. That generalized misunderstanding does not align with applicable case law and would almost certainly not satisfy the "strict scrutiny" standard.

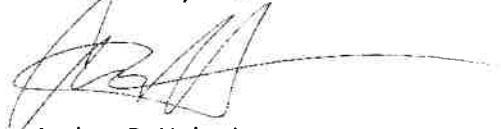
The U.S. Supreme Court's decision in *Widmar* allows for religious groups' equal access to a facility once facilities are opened to other non-religious groups (thereby disregarding establishment clause concerns). Further, if there is "anxiety or concern" about a public perception that the Village is "establishing" a religion, that anxiety or concern will not satisfy strict scrutiny. *Fairfax Covenant Church v. Fairfax County School Board*, 17 F.3d 703, 708 (4th Cir. 1994). If there is a policy or act by the Village that results in an express disfavoring of a religious group's access to the auditorium, "rather than having the effect of remedying the concern about the Establishment Clause" the Village's action would move the Village "into a non-neutral, antireligion corner by burdening free speech and the free exercise of religion." *Fairfax Covenant Church*, 17 F.3d at 708.

Regarding the fee waiver for non-profit groups, I think the Village has acted properly and legally. That is, when it waives the fee for a non-religious non-profit group, providing equal treatment to a religious non-profit is also proper.

After your review, please let me know if you have any further questions or would like to discuss these issues further. The issues involved in equal access to facilities and the First Amendment can be a bit more nuanced, so if there are other policies or facts that were not included in your email, but that you would like me to further review and analyze, please let me know and it will be a pleasure to assist.

Very truly yours,

WELD RILEY, S.C.



Anders B. Helquist

ABH/aao

Lynn Niggemann

From: Shambeau, Gareth <ShambeauG@ayresassociates.com>
Sent: Monday, October 18, 2021 2:20 PM
To: Lynn Niggemann
Subject: Colfax Park Project Discussion

Lynn,

Gary was talking about trying to raise some funds doing something like a go-fund-me for a park/flag monument project. That conversation reminded me of a platform that is built for just that. I thought I would share – Patronicity (<https://www.patronicity.com/>). Feel free to pass on to Gary or any of the Board/committee members who might be interested.

Thanks,



Gareth Shambeau, PE | Civil Engineer

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