

**Village of Colfax
Regular Board Meeting
Monday, October 10th, 2022
7:00 p.m.**

Village Hall, 613 Main Street, Colfax, WI 54730

1. Call the Regular Board Meeting 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 –September 26th, 2022
 - b. Special Board Meeting Minutes –October 3rd, 2022
 - c. Review Statement of Bills Pooled Checking– September 26th, 2022 to October 9th, 2022
 - d. Review Statement of Bills Solid Waste & Recycling Checking- September 26th, 2022 to October 9th, 2022
 - e. Training Request – none
 - f. Facility Rental - none
 - g. Licenses
 - i. Chicken License-October 10th, 2022 to June 30th, 2023-Mikki McCutcheon – 406 Main Street
 - ii. Operator's License – October 10th, 2022 to June 30th, 2023 – Kaylee Lemler – Viking Bowl
7. Consideration Items
 - a. Colfax Woman's Club Donation Request – Pat Eggert
 - b. Cedar Street Design Proposal – Ayres Associates
 - c. 503 E Third Avenue – Brian Longdo
 - d. 609 Pine Street – Consider Clean-up – Can be billed to the tax roll
 - e. Driveway Permit for Dunn Street
 - f. Dunn County 2022-2023 Tax Collection Agreement – No Change in Price per Parcel
 - g. Dunn County Humane Society 2023 Contract – Per capita increase of \$0.05
 - h. Parks Committee Considerations
 - i. Ordinance Review – Zoning Categories
 - j. Lagoon Update
8. Committee/Department Reports – (no action)
 - a. Streets Committee Minutes – October 3rd, 2022
 - b. September Building Permits – Weber Inspections
 - c. Colfax Police Department Report – September 2022
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 September 26th, 2022

On September 26th, 2022, the Village Board met at the Village Hall, 613 Main Street at 7:00 p.m. Members present: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Others present included Herb Sakalaucks, Deputy Clerk-Treasurer Sheila Riemer, Rescue Squad Director Knutson, Public Works Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

Public Comments - Sakalaucks explained to the Board that the Wisconsin Department of Transportation was going to be opening up a grant which required the Village of Colfax to sponsor the Colfax Railroad Museum in order for him to apply for the grant. The grant amount would be \$340,000 to \$350,000 to have a cover installed over the top of the railcars which would minimize future maintenance. The Village would not have any financial commitment with the sponsorship. A second grant is being used to get solar power which can hopefully be used as part of the match for the WI DOT grant. Lastly, the Railroad Museum is having security cameras installed.

Minutes

Regular Board Meeting Minutes – September 12th, 2022- A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to approve the Regular Board meeting minutes from September 12th, 2022. A voice vote was taken with all members voting in favor. Motion carried.

Review Statement of Bills – September 12th, 2022 to September 25th, 2022

Review Statement of Bills Solid Waste & Recycling Checking – September 12th, 2022 to September 25th, 2022

A motion was made by Trustee M. Burcham and seconded by Trustee Prince to approve both the Village of Colfax Statements of Bills and the Solid Waste & Recycling Bills for September 12th, 2022 to September 25th, 2022. A voice vote was taken with all members voting in favor. Motion carried.

Training Request – None

Facility Rental - None

Licenses – None

Consideration Items

Driveway Permit Request-1006 High Street Duplex-Luke Ciszewski—A motion was made by Trustee M. Burcham and seconded by Trustee Davis to approve the driveway permit for 1006 High Street Duplex for Luke Ciszewski. A voice vote was taken with all members voting in favor. Motion carried.

Colfax Police Department—ARPA Funds – Village of Colfax \$7,000 – Niggemann explained that the Police Department has received notice of ARPA Funds to be distributed after purchase of qualifying expenses from the Department of Administration. A motion was made by Trustee Stene and seconded by Trustee M. Burcham to accept the \$7,000 award from the Department of Administration. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

Park Drive Cost Estimate – Between Colfax Health & Rehab and Viking Bowl-Possible action

Railroad Avenue cost Estimate – by the Colfax Messenger – Possible Action— Two estimates were received for the two patch jobs, Park Drive and Railroad Avenue. Pavement Consulting Services LLC \$15,218 and Senn Blacktop \$13,818. A motion was made by Trustee Davis and seconded by Trustee Jenson to accept the low bid from Senn Blacktop for \$13,818. Voting For: Trustees Prince, Stene, Jenson, Rud, Davis, M. Burcham and Albricht. Voting Against: none. Motion carried.

Public Works Committee Recommendations/Update Title 9-Public Utilities Chapters 1 and 2 –Water & Sewer Utilities/Street Opening Fee Determination/Allow corrections of typos and updates of previously adopted rate changes in the Water Utility Ordinance Title 9, Chapter 1/Adopt Sewer Ordinance Amendment 2022-03 with approved rate changes/Adopt updated Construction/Access application with approved rate changes - Niggemann answered questions that had been asked at the previous meeting regarding what payment options the property owners would have in paying the street opening fees, invoice, installments, tax roll? The Village could apply the street opening fee to the tax bill based on a schedule that was arranged as a special assessment. Stene inquired about modifying the Village

sewer ordinance to replicate the portion of the water ordinance that makes the property owner responsible to the curb vs to the main. The property owners have the option redo their laterals for water and sewer when the Village does a reconstruction of the street. However, the Village does not require them to update at that time. Niggemann explained that she would like to research why all the municipalities that she has looked into have the ordinance written the same way, and would prefer no ordinance modification until the research is complete. Stene indicated that he feels the reason is cost shifting. A motion was made by Trustee Stene and seconded by Trustee Prince to have no street opening fee. Voting For: Trustees Davis, Prince, and Stene. Voting Against: Trustees Jenson, Rud, M. Burchman and Albricht. Motion did not carry. A motion was made by Trustee Stene and seconded by Trustee Prince to have a \$250 street opening fee. Voting For: Trustees Stene and Prince. Voting Against: M. Burcham, Davis, Jenson, Rud and Albricht. Motion did not carry. A motion was made by Trustee Stene to have a street opening fee of \$500. There was no second. Motion dies for lack of second. A motion was made by Trustee M. Burcham and seconded by Trustee Rud to set the street opening permit fee to \$2,500. Voting For: Trustees M. Burcham, Davis, Rud and Albricht. Voting Against: Trustees Jenson, Stene and Prince. Motion carried.

A motion was made by Trustee M. Burcham and seconded by Trustee Rud to approve the water and utility ordinance changes. Voting For: Trustees Prince, Stene, Jenson, Rud, Davis, M. Burcham and Albricht. Voting Against: none. Motion carried.

Colfax Rescue Squad – EMS Flex Grant Award-\$101,830 – Knutson received information a couple hours prior to the meeting that the award amounts were modified. Without formal notification received yet, Knutson has found a new award list indicating the new award will be \$105,915. Option one-purchase a new ambulance, with a starting cost of approximately \$315,000 less the grant and fund balance, possible amount to finance is \$112,000. Option two-purchase two cots and two defibrillators; cost approximately \$105,915 so approximate cost would be \$1,200. Knutson has a deadline of October 11, 2022 to select the categories that the money will be spent in. A motion was made by Trustee Jenson and seconded by Trustee M. Burcham to schedule a special meeting for Monday, October 3rd, 2022 at 7 pm to discuss which option the Rescue Squad should select. Voting For: Trustees Prince, Stene, Jenson, Rud, Davis, M. Burcham and Albricht. Voting Against: none. Motion carried.

Adjourn – A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to adjourn the meeting at 7:53 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Jody Albricht, Village President

Attest:

Lynn Niggemann
Administrator-Clerk-Treasurer

Special Village Board Meeting October 3rd, 2022

On October 3rd, 2022, the Village Board met at the Village Hall, 613 Main Street at 7:00 p.m. for a Special Board meeting. Members present: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Others present included Rescue Squad Director Knutson, Public Works Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

Consent Agenda – none

Consideration Items

Review Ehlers updated worksheets –Niggemann provided the worksheets that Josh Lowe from Ehlers had updated for review of where the Village stands with their current debt in relation to the tax levy.

Determine Rescue Squad Grant spending categories – Knutson provided the equipment quote from Ferno showing the equipment cost would be \$133,038.49 less the normal FAP Funding for equipment of \$4,007.60 less one-time FAP Funding for 2022 of \$24,390.23 less the FLEX grant first half of \$52,957.50, the second half of the FLEX grant to be received in Feb. 2023 of \$52,957.50 leaving a balance of \$1,274.34 which would cover the install of the equipment. The ambulance option would be estimated at \$315,000 less first half of the FLEX grant of \$52,957.50, current fund balance of \$50,000, 2022 equipment budget (as long as there is a net income) of \$45,000, 2023 second half of the FLEX grant \$52,957.50, 2023 equipment budget (as long as there is a net income) of \$45,000 = balance to be funded would be \$69,085. The equipment budget (as long as there is a net income) from 2022 and 2023 of \$10,000 = \$59,085.

A motion was made by Trustee Jenson and seconded by Trustee M. Burcham to select the ambulance option. Voting For: Trustees Jenson, Stene, Rud, Prince, Davis, M. Burcham and Albricht. Voting Against: none. Motion carried.

Closed Session – A motion was made by Trustee Prince and seconded by Trustee Jenson to convene into closed session at 7:33 p.m. pursuant to WI Statutes 19.85(1) (c) considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

Open Session – Motion to convene into open session at 8:12 p.m. to take any action resulting from the closed session. The Board unanimously approved to hire the Public Works Laborer position at \$21/hour with an evaluation at 6 months and grant one additional week of vacation which will be able to be used in year one.

Adjourn – A motion was made by Trustee Jenson and seconded by Trustee M. Burcham to adjourn the meeting at 8:13 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Jody Albricht, Village President

Attest:

Lynn Niggemann
Administrator-Clerk-Treasurer

10/07/2022 1:11 PM

Reprint Check Register - Quick Report - ALL

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ACCT

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 9/26/2022 From Account:
Thru: 10/09/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
1173	9/30/2022	AT&T MOBILITY	33.90
1174	9/30/2022	FIRST CHOICE	1,127.00
1175	9/30/2022	HAROLD FAIRCHILD	300.00
1176	9/30/2022	LIBERTY TIRE SERVICES LLC	312.36
1177	9/30/2022	SYLVESTER CUSTOM GRINDING, INC	5,959.80
Grand Total			7,733.06

10/07/2022 1:08 PM

Reprint Check Register - Quick Report - ALL

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ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 9/26/2022 From Account:

Thru: 10/09/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
MWG	10/01/2022	MORGAN WHITE GROUP	803.38
XCEL	9/30/2022	XCEL ENERGY	4,703.67
78367	9/30/2022	24-7 TELCOM	24.95
78368	9/30/2022	ARAMARK UNIFORM SERVICE, INC	124.84
78369	9/30/2022	AT&T MOBILITY	552.88
78370	9/30/2022	AYRES ASSOCIATES	1,010.00
78371	9/30/2022	BOUND TREE MEDICAL, LLC	1,085.83
78372	9/30/2022	CAPITAL ONE	201.04
78373	9/30/2022	CENTURY LINK	128.06
78374	9/30/2022	CMBRG	20.00
78375	9/30/2022	COMMAND CENTRAL	45.15
78376	9/30/2022	DUNN COUNTY CLERK	6.00
78377	9/30/2022	DUNN COUNTY HUMANE SOCIETY	588.05
78378	9/30/2022	FIRST SUPPLY LLC-EAU CLAIRE	221.47
78379	9/30/2022	HAWKINS, INC.	3,318.36
78380	9/30/2022	HENRY SCHEIN	192.31
78381	9/30/2022	HUEBSCH LAUNDRY CO	51.90
78382	9/30/2022	IFLS LIBRARY SYSTEM	946.35
78383	9/30/2022	INTERSTATE AUTOMOTIVE	160.70
78384	9/30/2022	JOHN DEERE FINANCIAL	623.51
78385	9/30/2022	JOLENE ALBRICHT	20.68
78386	9/30/2022	LOOKOUT BOOKS	72.85
78387	9/30/2022	MENARDS-EAU CLAIRE	145.74
78388	9/30/2022	MID-AMERICAN RESEARCH CHEMICAL	584.04
78389	9/30/2022	NORDEN ROAD REPAIR LLC	335.15
78390	9/30/2022	ONE SOURCE IMAGING	144.98
78391	9/30/2022	R & R WASTE SYSTEMS CLEANING, INC	6,545.40
78392	9/30/2022	RIVER VALLEY NEWSPAPERS	482.87
78393	9/30/2022	ROCK & TAIT EXTERIORS LLC	4,892.70
78394	9/30/2022	SHRED AWAY	33.00
78395	9/30/2022	SMART APPLE MEDIA	52.94
78396	9/30/2022	STAGE DOOR UNLOCKED, LLC	400.00
78397	9/30/2022	SUMMIT FIRE PROTECTION	202.00

10/07/2022 1:08 PM

Reprint Check Register - Quick Report - ALL

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ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 9/26/2022 From Account:
Thru: 10/09/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
78398	9/30/2022	T-MOBILE	29.40
78399	9/30/2022	TRITECH SOFTWARE SYSTEMS	695.84
78400	9/30/2022	WELD RILEY SC	181.50
78401	9/30/2022	ZEMPEL APPRAISAL SERVICE	900.00
AFLAC	9/29/2022	AFLAC	788.43
EFTPS	9/29/2022	EFTPS-FEDERAL-SS-MEDICARE	5,709.39
WIDOR	9/29/2022	WI DEPARTMENT OF REVENUE	857.80
WIETF	9/30/2022	WI DEPT OF EMPLOYEE TRUST FUNDS	9,306.62
CHARTER	10/03/2022	CHARTER COMMUNICATIONS	625.07
WIDCOMP	9/29/2022	WISCONSIN DEFERRED COMPENSATION	270.00
PRINCIPAL	10/01/2022	PRINCIPAL LIFE INS. CO.	785.35
Grand Total			48,870.20

Village of Colfax

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

July 1, 2022 to June 30, 2023

**License Application for
Keeping Domesticated Chickens
\$10.00 (non-refundable application fee)**

(please print)

1. Name of Applicant Nikki McCutcheon
2. Address 4016 Main St. Colfax
3. Phone 715-555-138
4. Parcel Number 17111-2-291116-240-0085
5. Number of female chickens (maximum 10) 2
6. Application (circle one) New Renewal

In submitting this application, I hereby agree to comply with the regulations imposed by the Village of Colfax Code of Ordinances. I understand the information requested on this form will be used by the Village of Colfax in the issuance of a license or processing of a renewal application. I understand the information supplied on this form will become public information when received by the Village of Colfax. I have no intention or agreement to transfer the license to another person or to allow any other entity to operate under the authority of the license. I hereby affirm that the foregoing statements are true and correct to the best of my knowledge and that I agree to comply with all the provisions of the Ordinance under which this license is granted.

Nikki McCutcheon
Signature of Applicant

Sept 29, 2022
Date

Office use only

9.29.22

Date Application Received

10.10.22

Date Board Reviewed Application
Approved / Denied
License Number

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: 16950

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2023, 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

Kaylee
FIRST NAME

Marie
MIDDLE NAME

Lemler
LAST NAME

Telephone Number

715-764-2484

Email Address

Kmdshadow@yahoo.com

Current Address

N13314 Cty Hwy M
(Street)

New Auburn
(City)

WI 54759
(Zip Code)

9 yrs
(yrs. at address)

Previous Add



(City)

(Zip Code)

Date of Birth

[Redacted]

Age

44

Place of Employment

Viking Bowl

POLICE DEPT APPLICABLE OFFENSE CRITERIA

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

Recommendation

☒ Approve

☐ Deny

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

09/20/22
(Date)

STATE OF WISCONSIN/ DUNN COUNTY

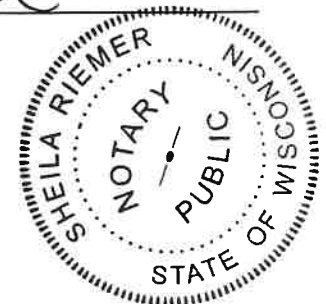
The above named applicant, being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license: that all the statements made by applicant are true.

x Kaylee Lemler
Signature of Applicant

Subscribed and sworn before me this 20th day of September 2022

[Signature]
(Signature of Notary Public)

7-17-26
(Commission Expires)



Date Received: 9/20/22

Date to the Board: 10/10/22 Approved or Denied



October 4, 2022

To Members of the Village Board

RE: Music in the Park Program

For many years the Colfax Woman's Club has planned and sponsored Music in the Park. We would like the board to consider helping us fund this project.

This year our expenses were \$875.17. The expenses include paying a small fee to the musicians for travel each week, the sound system coordinator, advertising and concession supplies. We are finding it more difficult to support this project alone. We have had some sponsors. Last year they included Woods Run and Colfax Commercial Club. We do sell popcorn and rootbeer floats and soda. Currently the income of \$645.65 does not meet the cost of this project.

We have had good attendance this summer with at least 50 people each week.. We think this is a valuable program for the community.

We would appreciate your help us with these costs. We If you need further information from the Women's Club you can contact me, Marie Swartz at 715-962-4264 or Pat Eggert at 715-962-3903. Thank you for your consideration.

Sincerely,

Marie Swartz, Colfax Woman's Club
207 Main Street,
Colfax, WI 54730

INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated October 5, 2022 which is an attachment to the Master Agreement dated December 21, 2018 between Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: 2023 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 survey, design, bidding, and construction phase services for the 2022 Village of Colfax Street & Utility Improvements. The project will consist of reconstructing Cedar Street from the Intersection of River Street to the intersection of Railroad Avenue. Work will include approximately 450-feet of street (curb and gutter, storm sewer, and sidewalk), 450-feet of sanitary sewer reconstruction, and 450-feet of water main reconstruction within the Village right-of-way.

ARTICLE 1 - BASIC SERVICES

TOPOGRAPHIC SURVEY

CONSULTANT shall:

1. Complete an 811 Utility Locate call for the project limits in advance of fieldwork.
2. Set horizontal and vertical control at the site using Dunn County Control Datums.
3. Collect visible topographical features contained within the project limits. This will include:
 - a. Building footprints.
 - b. Fences, Paving edges, shoulder, and centerlines of adjoining roadways.
 - c. Individual trees over 2 inches in diameter noted as deciduous or coniferous.
 - d. Trees that are grouped will be outlined as a tree mass.
 - e. Collect visible utilities (One Visit) or as may have been marked (flagged/painted) by members of Digger's Hotline (Quality Level B locate)
4. Collect sanitary and storm manholes and inlet information. Will note invert elevations and pipe sizes as may be visible from the ground surface. (No confined entry into structures).
5. Ground shots and obvious breaklines.
6. Ayres will process the survey data and provide the following deliverables:
 - a. 2D/3D dwg files
 - b. Point file
 - c. Site photos
 - d. Structure Inventories

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 **Cedar Street** is anticipated to consist of curb and gutter roadway and sidewalk. Drainage will be evaluated and storm sewer added and connected to existing storm system as needed. Sanitary sewer and watermain will be removed and replaced along with services within the right-of-way.
3. 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 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 2022
Preliminary Design Phase	December 2022
Preliminary Plan Review by Owner	December 2022
Final Design Phase	January 2023
Construction Plan Review by Owner	January 2023
Bidding Phase	February 2023
Construction Phase	2023 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 | \$ 3,400 | Lump Sum |
| 2. Design and Bidding Phase | \$ 29,300 | Lump Sum |
| 3. Construction Phase | \$ 26,500 | Lump Sum |

Eighty-Eight (88) 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>		<u>Ayres Associates Inc</u>
<u>OWNER</u>		<u>CONSULTANT</u>
	(Signature)	
<u>Jody Albricht</u>	(Typed Name)	<u>Gareth Shambeau, PE</u>
<u>Village President</u>	(Title)	<u>Project Manager</u>
	(Date)	<u>October 5, 2022</u>
	(Attest)	
<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 5, 2022</u>



WILLIAM J. ANDERSON
CHIEF OF POLICE

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

COLFAX POLICE DEPARTMENT

P.O. BOX 417, 613 MAIN ST.
COLFAX, WI 54730

Brian Longdo was cited on 08/23/2022 for unsightly materials at his business, Midwest Classics, 503 Third Ave, Colfax, WI.

Since then, I have not noticed any cleanup of these unsightly materials at this business. Brian is contesting the citation that was issued to him, and our village attorney has been in touch with him.

On 10/04/2022, I issued Brian Longdo 2 citations, another citation for unsightly materials, and an additional citation for junk vehicles. These citations have been in line with village ordinance, and, Brian actually could have received numerous citations according to ordinance, but he has only received a total of 3 now.

On 10/05/2022, Brian left a message at the police department, and I called him back. Brian confirmed he has been in touch with the village attorney about his first citation, and has some type of upcoming conference call with the attorney. Brian told me he believed that due to his property being zoned commercial, he did not have to abide by the ordinance due to the nature of his business. I explained to Brian that I had reviewed the ordinance at length, and requested Village Administrator Niggemann to review it as well. I told Brian he was in violation of multiple ordinances.

I pointed out to Brian that he could complete the partial fence he has to the property, as doing so would put all of the unsightly materials out of sight, and that would be in compliance with the ordinance. I also said that I had seen pictures of Midwest Classics from about the year 2008 or so, and there were NO unsightly materials to be seen- just the business building in the picture. Brian confirmed that was probably true.

I explained to Brian that if he had any concerns, disagreements, or questions in regards to the ordinances, he would need to address the village board. I explained to Brian that the issue with unsightly materials at his property has been going on for at least 6 to 7 years if not longer.

-Bill Anderson

AGREEMENT

This Intergovernmental Agreement ("Agreement") is made this ____ day of _____ 2022, between the County of Dunn ("County") and the Village of Colfax ("Village"), collectively "the Parties."

RECITALS

Wis. Stat. § 66.0301 encourages intergovernmental cooperation and allows the County and the Village to contract with each other "...for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law...."

The Village desires to contract with the County to act as its agent in the processing and collection of first and full payments of real and personal property taxes, special assessments, special charges, and delinquent utilities.

The County is able to provide these services and agrees to act as such agent.

Both Parties agree that the cooperative action contemplated in this Agreement will assist each in the furnishing of services and exercise of their powers and duties under the law.

In consideration of the above and the terms contained in this Agreement, the parties agree as follows:

A. AGENCY RELATIONSHIP CREATED

The Village shall act as principal under this Agreement and the County shall be its agent, acting in a fiduciary capacity for the Village, in the billing and collection of general property taxes, special assessments and special charges. In carrying out its duties under this Agreement, the County shall be vested with all powers, and shall be subject to all responsibilities, duties and obligations conferred and imposed upon the Village by Chapters 70, 74, and 75, Wis. Stats.

B. TAX BILL PREPARATION

1. The Village shall promptly provide the County with the complete, current year assessment roll, appropriate mill rate information, special assessments and other special charges, identified by parcel number, and all other information necessary for the preparation of tax bills and the tax roll.
2. On or before the 20th day of December, the County shall prepare the tax bills for the Village in accordance with law. The tax bills shall specify the first installment payment date to be on or before the following January 31, at which time one-half of the real property taxes, personal property taxes as prescribed in Wis. Stat. § 74.11, the full amount of the billed special assessments and the full amount of the billed special charges and delinquent

utilities will be due.

3. The County shall use mailers or provide tax bill envelopes and mail the tax bills therein, within ten (10) working days after receiving mill rates, special assessments, special charges and delinquent utilities from the Village. The Village agrees to pay the County by January 31st of each year two dollars and thirty-five cents (\$2.35) for each tax bill prepared for real and personal property. The County shall also include in the mailing information required to be provided by the Village such as tax payment directions.

C. SETTLEMENT PROCEDURES

1. The County agrees to collect real and personal property taxes, special assessments, special charges and delinquent utilities and to remit these collections to the Village on a weekly basis as follows: Collections through each Tuesday will be deposited to the bank on or before Thursday and will be credited to the Village account on Friday morning of each week.
2. On or before January 15 and February 20, the Village shall settle with all taxing jurisdictions as provided in Wis. Stat. §§ 74.23 and 74.25.

D. GENERAL PROVISIONS

1. The County agrees to provide adequate staffing during the tax collection periods to effectively handle the volume of taxpayers making payments.
2. The County will pay in full to the Village all real property taxes and special taxes included in the tax roll which have not been paid to, or retained by, the proper treasurer as provided in Wis. Stat. § 74.29(1).
3. The County will not pay out any special assessments or special charges as part of the August Settlement. Payments for or toward special assessments, special charges, delinquent charges, and any accrued interest, shall be paid to the Village in the subsequent month after the County receives such payment.
4. The Village agrees to collect delinquent personal property taxes as prescribed in Wis. Stat. § 74.11(b), subject to charge back provisions of Wis. Stat. § 74.42.
5. This Agreement shall be for a period of one (1) year beginning November 1, 2022 through October 31, 2023.
6. The Village shall authorize any corrections to the tax roll.
7. The Village agrees that this Agreement will be only for a two (2) installment plan, not a three (3) part property tax collection plan.
8. The Village agrees to indemnify, save and hold harmless the County, its officers, agents and employees, from and against all losses, damages, costs, charges, expenses (including attorney's fees), causes of action, suits, claims (including claims under any workers compensation or occupational disease law), demands, judgments and liabilities arising

under this Agreement, which is not due to the negligence or other fault of the County.

E. COLLECTION PROCEDURES

1. The Village agrees to place at least three (3) announcements in the local newspaper, two (2) in December and one (1) in January of each year, informing Village taxpayers that first installment payments and full tax payments will be collected by the County.
2. The County shall collect, in the manner provided by law, all payments of real property taxes, special charges, special assessments, delinquent utilities and personal property taxes as agent for the Village. The County is responsible for these payments and is bonded in sufficient amount to cover the amount of such payments.
3. Payments received at the Village Hall on or before December 31st and January 31st of each year, shall be certified as timely by the Village and shall be transmitted to the County on the following work day.
4. The Village shall accept advance payments of taxes pursuant to Wis. Stat. § 74.13.
5. General tax and payment information shall be available only from the County Treasurer's Office.
6. Notices required or deemed advisable under the terms and conditions of this Agreement shall be addressed in writing and delivered personally or via certified mail, return receipt requested, upon the following representatives of the Parties hereto:

For Dunn County:

Andrew Mercil, County Clerk
3001 US Highway 12 East
Suite 102B
Menomonie, WI 54751
Tel: (715) 232-1677

For the Village:

Lynn Niggemann, Clerk/Treasurer
PO Box 417
Colfax, WI 54730

F. SUBSEQUENT CHANGES IN STATE LAW

If changes in state statutes occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

SIGNATURES

The Parties hereto, having read and understood the entirety of this Agreement, consisting of **five(5)** typewritten pages, hereby affix their duly authorized signatures.

County of Dunn

By: _____ Date: _____

Andrew Mercil
County Clerk

_____ Date: _____

A. Sifia Jevne
County Treasurer

_____ Date: _____

Kelly McCullough, Chair
Dunn County Board of Supervisors

_____ Date: _____

Kristin Korpela
County Manager

Village of Colfax

By: _____ Date: _____

Lynn Niggemann
Village Clerk/Treasurer

_____ Date: _____

Jody Albricht
Village President



Dunn County Humane Society
302 Brickyard Road
Menomonie, WI 54751
715-232-9790

Township/Village/City Municipality Contract 2023

Agreement

This agreement, made and entered into this First day of January 2023 by and between the Village of Colfax, a municipal corporation hereinafter referred to as the "municipality", and the Dunn County Humane Society, Inc., a nonprofit corporation hereinafter referred to as "the society".

Witnesseth

Whereas, the municipality by its council deem it advisable and in the best interest of their citizens to turn over and designate to the society the care, sheltering, and placement of dogs and cats found stray within the boundaries of the municipality. The society will be responsible for the management and operation of a licensed animal shelter and the enforcement of state and local animal laws, as permitted by state laws and local ordinances.

Now, therefore, in consideration of these premises it is mutually agreed between the parties hereto as follows:

I. Responsibilities of the Dunn County Humane Society Inc.

The society is hereby designated, employed, assigned, authorized, delegated and empowered to impound all lost, stray or homeless dogs and cats coming into its control as a result of violations of the animal regulations and to place or humanely dispose of such animals. In the furtherance of these obligations, the society shall:

First: Manage and Operate an Animal Shelter

1. The society will furnish a state-licensed animal shelter facility located at 302 Brickyard Road in the city of Menomonie, Wisconsin.
2. The society will maintain proper and legal housing for dogs and cats which come into its custody. The society will service and impound dogs and cats that are potentially adoptable. The society will serve as a referral agency if possible, for animals not mentioned above.
3. The society will maintain suitable office hours at the animal shelter for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.
4. The society shall appoint competent and qualified agents for the carrying out of the responsibilities under this contract who shall be responsible to the elected officers of the society's board of directors.
5. The society shall provide proper food, water, shelter and other humane treatment for such animals while they are in the society's possession and until adopted or otherwise humanely disposed of.
6. The society will cooperate with the appropriate health department or law enforcement officers by following procedures required by any ordinance concerning persons or animals bitten by an animal at the society's shelter.
7. The society will serve as a centralized animal "lost and found" facility for persons within Dunn County.
8. The society shall retain all fees for animals reclaimed by their owners during impoundment and shall retain all fees for animals adopted by patrons. This includes, but is not limited to, all fees provided for in Chapter 174 of Wisconsin Statutes.

1.88	2019	2107.48	
1.99	2020	2230.79	
1.99	2021	2179.05	
1.99	2022	2179.05	2.04
			2023 2254.20

Second: Medical Attention

1. The society shall provide an animal with immediate veterinary medical attention if necessary. Each animal is veterinarian inspected as soon as possible and/or as applicable by law, vaccinated, tested for common diseases, de-wormed and spayed or neutered if age and health appropriate. If the animal's owner is able to be identified all expenses incurred for daily boarding and veterinary medical care shall be the responsibility of the pet owner.

Third: Rabies Quarantine

1. The society will not accept animals requiring quarantine where the owner is known at time of impound (aka seized animals or animals-at-large that are identified at time of capture). All animals where the owner is known, requiring quarantine shall be referred to an appropriate veterinary clinic. The known owner will be responsible for all charges with said veterinary clinic.
2. The society will accept animals requiring quarantine where the owner is not known at time of impound (aka strays or animals-at-large that are not identified at time of capture). The society will make appropriate arrangements to complete the legal observation period and be responsible for all charges associated with the quarantine that are not covered by other appropriate agencies.
 - A. If an owner comes forward during the quarantine period, the animal will need to be claimed, fees paid by the owner, and the quarantine completed at an appropriate veterinary clinic. The society will work with law enforcement to ensure this transition occurs and proper documentation and procedures are followed.
 - B. If no owner comes forward during the quarantine period, The society will complete the entire quarantine period and work with law enforcement and the health department to ensure a complete and accurate documentation of the incident per applicable laws.
3. The society will cooperate with all appropriate agencies by following procedures required by any ordinance concerning persons or animals bitten by animals in the municipality. This includes notification, documentation, and record-keeping to the health department.

Fourth: Collection of Fees & Record-keeping

1. The society will collect all impoundment, boarding and adoption fees and shall keep proper financial records to account for same. The society will permit the municipality, at all reasonable times, to inspect and audit such records and shall make such reports of monies available when requested in writing.
2. The society shall keep full and accurate records of all animals taken into custody and impoundment, showing the date, place, reason, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition and shall make such reports of such records available when requested in writing.

Fifth: Assume Responsibility for Owner and Agent Acts

1. The society shall at its own cost and expense, carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same. The society shall, at its own cost and expense, cause to be bonded, all its agents, who in the exercise of their duties, collect and have custody of public monies.

Sixth: Contract Not Assignable

1. The society shall not have the right, authority, or power to sell, mortgage, or assign this contract or the powers granted to it without the prior consent of the municipality.

II. Responsibilities of the Municipality

In compliance with the terms and conditions of this contract, the municipality shall:

First: Supply all Licenses

1. The municipality shall purchase and supply to the public all such pet licenses, certificates, numbered (metallic) tags, and receipt forms as shall be required by the state or county in carrying out of its responsibility under law.

Second: Animal Control and Rescue of Animals

1. The municipality is responsible for animal control training and services within their boundaries as specified in Chapter 174 of Wisconsin Statutes. The municipality shall be responsible for the search and rescue of any covered injured animal or any covered animal which is trapped or is otherwise unnaturally restrained. The municipality shall be responsible for transporting such animals to the society's shelter in a humane manner.

2. Any seizure of animals in excess of quantity of 10 shall be construed as a large scale influx, and shall not be the sole financial and physical responsibility of the shelter. The municipality will be required to assist in the financial and medical care and placement of the animals.

Third: Issuance of Fines

1. The municipality is responsible for the issuance of fines within their jurisdiction and the collection thereof.

Fourth: Method of Payment, How Computed

1. The one-year contract payment shall be computed on a per capita rate based on the human population estimated in the municipality to be served.

2. The one-year contract shall be computed at a rate of \$2.04 per capita for the first year 2023

3. It is understood and agreed that the contract sum shall be paid annually or quarterly with payments due upon receipt of the society's statement.

Estimated 2023 cost to the municipality:

Contract rate of \$2.04 per capita of 1,105

(per 2020 final estimates from The Wisconsin Department of Administration)=\$2,254.20*

III. Contract Length

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for one year from the date hereof. However, it is fully agreed that during the contract period, this contract may be terminated by either party upon 90 days written notice to the other of an intention to terminate this agreement or enter into a new agreement.

It is mutually understood and agreed to by the parties hereto that the municipality will defend this contract with all due and proper diligence should it be challenged by any action in law.

In witness whereof, the parties hereto have signed these presents and affixed their seals the day and year first above written.

Village of Colfax Representative

Date



Shelter Manager, Dunn County Humane Society



Date

ARTICLE C

RESIDENTIAL DISTRICT REQUIREMENTS

Sec. 13-1-25 R-1 NEW SINGLE FAMILY RESIDENTIAL DISTRICT – Large Lot

1. Purpose. The R-1 District is intended to provide for single-family residential land uses in newer urban areas served by public sewers. The District is also intended to protect the integrity of residential areas by prohibiting the incursion of incompatible non-residential uses, and is for the exclusive location of single-family dwellings.
2. Permitted Uses. The following uses are permitted within an R-1 District:
 - a) single-family dwellings;
 - b) accessory buildings not exceeding an area of more than 30 percent of the required rear yard; and
 - c) uses customarily incidental to any of the above uses when located on the same lot and not involving the conduct of a business.
3. Requirements. In order to be considered a conforming lot or structure within an R-1 District, a lot or structure must:
 - a) have a minimum lot size of 18,000 square feet and a minimum lot width of 80 feet;
 - b) have a front yard setback of 25 feet, a rear yard setback of 25 feet, and a side yard setback of 10 feet;
 - c) have a minimum living area of 900 square feet in the principal building;
 - d) not exceed a maximum principal building height of 35 feet; and
 - e) have an accessory building side yard setback of 3 feet, rear yard setback of 3 feet and a maximum accessory building height not to exceed 15 feet.
4. Conditional Uses. The following uses shall be considered conditional uses within an R-1 District:
 - a) churches, municipal buildings, public and parochial schools; and
 - b) public parks and playgrounds

SEC. 13-1-26 R-2 SINGLE FAMILY RESIDENTIAL DISTRICT – Medium Lot

1. Purpose. The R-2 District is intended to provide for single-family dwellings in newer urban areas on larger lots. The District is also intended to provide an area protected from traffic hazards and safe from blighting influences.
2. Permitted Uses. The following uses are permitted within an R-2 District:
 - a) single-family dwellings;
 - b) accessory buildings not exceeding an area of more than 30 percent of the required rear yard; and
 - c) uses customarily incidental to any of the above uses when located on the same lot and not involving the conduct of a business.
3. Requirements. In order to be considered a conforming lot or structure within an R-2 District, a lot or structure must:
 - a) have a minimum lot size of 7,500 square feet and a minimum lot width of 70 feet;
 - b) have a front yard setback of 30 feet, a rear yard setback of 50 feet, and a side yard setback of 10 feet;

- c) have a minimum living area of 900 square feet in the principal building;
- d) not exceed a maximum principal building height of 35 feet; and
- e) have an accessory building side yard setback of 3 feet, rear yard setback of 3 feet, and not exceed a maximum accessory building height of 15 feet.

4. Conditional Uses. The following uses shall be considered conditional uses within an R-2 District:

- a) public parks and playgrounds; and
- b) churches.

SEC. 13-1-27 R-3 EXISTING SINGLE FAMILY MIXED RESIDENTIAL DISTRICT

1. Purpose. The R-3 District is intended to provide for single-family and two-family dwellings within the built-up area of Colfax. The District is also intended to provide an area protected from traffic hazards and safe from blighting influences.

2. Permitted Uses. The following uses are permitted within an R-3 District:

- a) single-family dwellings;
- b) accessory buildings not exceeding an area of more than 30 percent of the required rear yard; and
- c) uses customarily incidental to any of the above uses when located on the same lot and not involving the conduct of a business.

3. Requirements. In order to be considered a conforming lot or structure within an R-3 District, a lot or structure must:

- a) have a minimum lot size of 6,000 square feet per family and a minimum lot width of 50 feet;
- b) have a front yard setback of 15 feet, a rear yard setback of 30 feet, and a side yard setback of 6 feet;
- c) have a minimum living area of 900 square feet in the principal building;
- d) not exceed a maximum principal building height of 35 feet; and
- e) have an accessory building side yard setback of 3 feet, rear yard setback of 3 feet, and a maximum accessory building height not to exceed 15 feet.

4. Conditional Uses. The following uses shall be considered conditional uses within an R-3 District:

- a) two-family dwellings;
- b) Bed and Breakfast services;
- c) residential storage buildings not involving the conduct of a business;
- d) churches, municipal buildings, public and parochial schools;
- e) public parks and playgrounds;
- f) day care centers;
- g) owner only operated windshield repair service; and
- h) selling of antiques, high end collectibles and consignment items.

SEC. 13-1-28 R-4 TWO FAMILY RESIDENTIAL DISTRICT

1. Purpose. The R-4 District is intended to provide for two-family dwellings served by public sewer. The District is also intended to provide an area protected from traffic hazards and safe from blighting influences.

2. Permitted Uses. The following uses are permitted within an R-4 District:

- a) two-family dwellings;

- b) accessory buildings not exceeding an area of more than 30 percent of the required rear yard; and
 - c) uses customarily incidental to any of the above uses when located on the same lot and not involving the conduct of a business.
3. Requirements. In order to be considered a conforming lot or structure within an R-4 District, a lot or structure must:
- a) have a minimum lot size of 8,000 square feet and a minimum lot width of 90 feet;
 - b) have a front yard setback of 30 feet, a rear yard setback of 25 feet, and a side yard setback of 10 feet;
 - c) have a minimum living area of 1,800 square feet in the principal building;
 - d) not exceed a maximum principal building height of 35 feet; and
 - e) have an accessory building side yard setback of 3 feet, rear yard setback of 3 feet, and not exceed a maximum accessory building height of 15 feet.
4. Conditional Uses. The following uses shall be considered conditional uses within an R-4 District:
- a) churches, public and parochial schools;
 - b) public parks and playgrounds; and
 - c) day care centers.

SEC. 13-1-29 R-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT

1. Purpose. The R-5 District is intended to provide appropriate areas for multi-family land uses only in urban areas served by public sewers. The District is also intended to provide rental housing in an area protected from traffic hazards.
2. Permitted Uses. The following uses are permitted within an R-5 District:
- a) multi-family dwellings;
 - b) uses customarily incidental to any of the above uses when located on the same lot and not involving the conduct of a business.
 - c) accessory buildings not exceeding an area of more than 30 percent of the required rear yard.
3. Requirements. In order to be considered a conforming lot or structure within an R-5 District, a lot or structure must:
- a) have a minimum lot size of 2,500 square feet per family unit up to and including four (4) families, and 2,250 square feet per family thereafter and a minimum lot width of 100 feet;
 - b) have a front yard setback of 30 feet, a rear yard setback of 25 feet, and a side yard setback of 15 feet;
 - c) not exceed a maximum principal building height of 45 feet; and
 - d) have an accessory building side yard setback of 3 feet, rear yard setback of 3 feet, and not exceed a maximum accessory building height of 20 feet.
4. Conditional Uses. The following uses shall be considered conditional uses within an R-5 District:
- a) charitable institutions, rest homes or nursing homes, private non-profit clubs and lodges;
 - b) mobile home parks in accordance with mobile home requirements;
 - c) churches; and
 - d) public parks and playgrounds;

SEC. 13-1-30 R-6 NEW ZERO LOT LINE SINGLE FAMILY RESIDENTIAL DISTRICT

1. Purpose. The R-6 District is intended to provide for two single-family residential units attached to each other with zero lot line set back on one side. They are to be built in newer urban areas served by public sewers. This will permit two single-family homes to be joined to give the appearance of a two family dwelling. For that reason R-6 lots will always be approved in sets of two. The District is also intended to protect the integrity of residential areas by prohibiting the incursion of incompatible non-residential uses, and is for the exclusive location of single-family dwellings.
2. Permitted Uses. The following uses are permitted within an R-6 District:
 - a) single-family dwellings;
 - b) accessory buildings not exceeding an area of more than 30 percent of the required rear yard; and
 - c) uses customarily incidental to any of the above uses when located on the same lot and not involving the conduct of a business.
3. Requirements. In order to be considered a conforming lot or structure within an R-6 District, a lot or structure must:
 - a) have a minimum lot size of 4,000 square feet and a minimum lot width of 40 feet for each dwelling unit;
 - b) have a front yard setback of 30 feet, a rear yard setback of 25 feet, and a side yard setback of 15 feet on the side not attached to an adjoining dwelling and 0 feet on the side attached to an adjoining dwelling;
 - c) have a minimum living area of 900 square feet in the principal building;
 - d) not exceed a maximum principal building height of 35 feet; and
 - e) have an accessory building side yard setback of 3 feet, rear yard setback of 3 feet and a maximum accessory building height not to exceed 15 feet.
4. Conditional Uses. The following uses shall be considered conditional uses within an R-6 District:
 - a) churches, public and parochial schools; and
 - b) public parks and playgrounds.

Street Committee Meeting
October 3rd, 2022
6:00 p.m.

The Village of Colfax Street Committee met on October 3rd, 2022 at 6:00 p.m., at Village Hall, 613 Main Street, Colfax, WI 54730. Members present were Chair Davis, Rud and Albricht. Also present included Gary Stene, Director of Public Works Bates and Administrator-Clerk-Treasurer Niggemann.

Discuss Future Street Projects

Niggemann explained that the Village has finally received notification that the Railroad Avenue project is not being funding for the 2023 cycle of funding, but that they have indicated that municipalities should apply for the 2024 funding cycle.

The Capital Improvements list review has indicated the current priority to be Cedar Street (River St to Railroad Ave), Balsam St (Railroad Ave to 145' North of First Ave), Railroad Ave, Oak Street (High St to Hwy 170), High St (Oak St to Birch St), Amble St (High St to Hwy 40), High St (School Parking Lot to Cty Rd M), Pine St (First Ave to Railroad Ave), Hwy 40/University Ave. Ayres will be providing a cost estimate for surveying, design and construction engineering for Cedar Street for the next meeting. This would be a cost that may need to come from the street fund balance for street projects.

A motion was made by Albricht and seconded by Rud to recommend to the Village Board to plan to do Cedar Street in 2023. A voice vote was taken with all members voting yes. Motion carried.

2023 Budget Discussions – no other equipment is needed.

Any other street discussions – no other discussions.

Adjourn: A motion was made by Albricht and seconded by Rud to adjourn Streets Committee meeting at 6:37 p.m. A voice vote was taken with all members voting yes. Motion carried.

Carey Davis, Chair



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

Activity Report

Village of Colfax

September

Date	Customer	Service	Pass/Fail	Project
☐ 9/6/2022	Homes By Croix Creek	Rough Plumbing	Passed	New Home Construction
☐ 9/6/2022	Homes By Croix Creek	Rough Construction	Passed	
☐ 9/12/2022	Peterson	Footing	Passed	
☒ 9/12/2022	Ciszewski	Permit Issued		
☐ 9/19/2022	Albricht	Rough Plumbing	Passed	
☐ 9/21/2022	Albricht	Rough Electrical	Passed	
☐ 9/21/2022	Albricht	Rough Construction	Passed	
☐ 9/21/2022	Homes By Croix Creek	Rough HVAC	Passed	
☐ 9/21/2022	Homes By Croix Creek	Rough Electrical	Passed	
☐ 9/26/2022	Livingston	Final Inspection/Occupancy	Passed	
☐ 9/26/2022	Livingston	Rough Construction	Passed	Electrical Upgrade
☐ 9/30/2022	Albricht	Insulation	Passed	
☐ 9/30/2022	Brooks	Permit Issued		

Weber Inspections

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

Building Permit

Village of Colfax

Date 9/30/22

Issued to: Gary Brooks / North Country Electric Service LLC.

Address: 104 River St. , Colfax Wis. 54730

Project: Electric Upgrade.

Permits Issued:

Inspections Needed:

☒

Yes

☐

No

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

Chg.

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

Wisconsin Division of Safety and Buildings Wisconsin Stats. 101.63, 101.73		VILLAGE OF COLFAX UNIFORM BUILDING PERMIT APPLICATION			Application No. 2022- 15 Parcel No.																							
PERMIT REQUESTED ☐ Constr. ☐ HVAC ☐ Electric ☐ Plumbing ☐ Erosion Control Other:																												
Owner's Name <i>Tom Larson</i>		Mailing Address <i>301 Cedar St. Colfax, WI 54730</i>			Tel. <i>715-704-9490</i>																							
Contractor's Name: ☐ Con ☐ Elec ☐ HVAC ☐ Plbg		Lic/Cert#		Mailing Address		Tel. FAX#																						
Contractor's Name: ☐ Con ☐ Elec ☐ HVAC ☐ Plbg		Lic/Cert#		Mailing Address		Tel. FAX#																						
Contractor's Name: ☐ Con ☐ Elec ☐ HVAC ☐ Plbg		Lic/Cert#		Mailing Address		Tel. FAX#																						
Contractor's Name: ☐ Con ☐ Elec ☐ HVAC ☐ Plbg		Lic/Cert#		Mailing Address		Tel. FAX#																						
PROJECT LOCATION		Lot area _____ Sq. ft. _____ 1/4, _____ 1/4, of Section _____, T _____ N, R _____ E (or) W																										
Building Address <i>301 Cedar</i>		Subdivision Name		Lot No.		Block No.																						
Zoning District(s)		Zoning Permit No.		Setbacks:	Front _____ ft.	Rear _____ ft.																						
					Left _____ ft.	Right _____ ft.																						
1. PROJECT ☐ New ☐ Repair ☐ Alteration ☐ Raze ☐ Addition ☐ Move ☐ Other:		3. OCCUPANCY ☐ Single Family ☐ Two Family ☐ Garage ☐ Other:		6. ELECTRICAL Entrance Panel Amps: _____ ☐ Underground ☐ Overhead		9. HVAC EQUIPMENT ☐ Forced Air Furnace ☐ Radiant Basebd/ Panel ☐ Heat Pump ☐ Boiler ☐ Central Air Cond. ☐ Other:																						
2. AREA INVOLVED Unfin. _____ Sq Ft Bsmt _____ Sq Ft Living Area _____ Sq Ft Garage _____ Sq Ft Deck _____ Sq Ft		4. CONST. TYPE ☐ Site-Built ☐ Mfd: ☐ WI UDC ☐ U.S. HUD 5. STORIES ☐ 1-Story ☐ 2-Story ☐ Other: ☐ Plus Basement		7. FOUNDATION ☐ Concrete ☐ Masonry ☐ Treated Wood ☐ Other:		12. ENERGY SOURCE <table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <th>Fuel</th> <th>Nat Gas</th> <th>LP</th> <th>Oil</th> <th>Elec</th> <th>Solid</th> <th>Solar</th> </tr> <tr> <td>Space Htg</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Water Htg</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> </table> ☐ Dwelling unit has 3 kilowatt or more in electric space heating equipment capacity.		Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar	Space Htg	☐	☐	☐	☐	☐	☐	Water Htg	☐	☐	☐	☐	☐	☐
Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar																						
Space Htg	☐	☐	☐	☐	☐	☐																						
Water Htg	☐	☐	☐	☐	☐	☐																						
				10. SEWER ☐ Municipal ☐ Sanitary Permit No.:		13. HEAT LOSS _____ BTU/HR Total Calculated Envelope and Infiltration Losses ("Maximum Allowable Heating Equipment Output" on Energy Worksheet; "Total Building Heating Load" on WIScheck report)																						
				11. WATER ☐ Municipal Utility ☐ Private On-Site Well		14. EST. BUILDING COST \$ <i>4000.00</i>																						
I agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If I am an owner applying for an erosion control or construction permit, I have read the cautionary statement regarding contractor financial responsibility on the reverse side of the last ply. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.																												
APPLICANT'S SIGNATURE <i>Tom Larson</i>				DATE SIGNED <i>10-3-2022</i>																								
APPROVAL CONDITIONS		This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. ☐ See attached for conditions of approval.																										
<i>Shed</i>																												
				Municipality Number of Dwelling Location 1 7. 1 1 1																								
FEES:		PERMIT(S) ISSUED		PERMIT ISSUED BY:																								
Plan Review \$ _____ Inspection \$ _____ Wis. Permit Seal \$ _____ Other \$ _____ Total \$ <i>10.00</i>		☐ Construction ☐ HVAC ☐ Electrical ☐ Plumbing ☐ Erosion Control		Name <u>George Entzminger</u> Date <i>10-3-22</i> Tel. <u>715-962-4402</u> Cert No. _____																								

WILLIAM J. ANDERSON
CHIEF OF POLICE



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

SEPTEMBER 2022 POLICE REPORT

Printed on October 5, 2022

CFS Date/Time	Description	Primary Units
09/02/22 10:10:26	DEATH	ME1
09/02/22 21:11:53	LIQUOR LAW VIOL. 18	226
09/03/22 00:12:35	TRAFFIC STOP	226
09/04/22 23:25:08	SUSPICION	225
09/05/22 18:30:03	CIVIL COMPLAINTS	228
09/06/22 17:49:54	TRAFFIC STOP	229
09/06/22 18:11:01	CHECK WELFARE ON	CXMD7, 219, 508
09/06/22 20:15:20	911 MISDIALS,	508
09/06/22 20:42:44	911 HANG UP CALL -	508
09/07/22 04:29:41	EMERGENCY	CXMD8
09/07/22 09:37:57	SUSPICION	501
09/07/22 14:31:30	PARKING ORDINANCE	501
09/07/22 19:30:27	ASSIST OTHER	214
09/08/22 11:45:18	MENTAL CASE	501
09/09/22 12:27:43	EMERGENCY	CXMD7
09/09/22 18:34:51	PUBLIC RELATIONS	CXMD7, 508
09/09/22 20:06:54	EMERGENCY	CXMD8
09/10/22 03:10:48	OWI	128
09/10/22 05:48:49	EMERGENCY	CXMD7
09/10/22 11:34:30	911 HANG UP CALL -	501
09/10/22 21:45:28	TRAFFIC STOP	508, 229
09/11/22 12:25:08	STRAY/DEAD ANIMAL	127
09/11/22 12:25:42	EMERGENCY	CXMD7
09/12/22 22:20:32	FIRE	CXMD7, CF1
09/13/22 08:59:22	911 HANG UP CALL -	
09/14/22 05:51:40	ALARM	216
09/14/22 14:11:58	EMERGENCY	
09/14/22 14:26:16	EMERGENCY	CXMD7
09/14/22 14:47:00	EMERGENCY	M1, NFRSP
09/14/22 14:58:59	EMERGENCY	
09/16/22 05:50:20	911 HANG UP CALL -	224
09/16/22 09:00:05	BURNING	
09/16/22 18:08:50	CUSTODY DISPUTES	214
09/17/22 00:16:44	TRAFFIC STOP	214
09/17/22 06:50:56	911 HANG UP CALL -	
09/18/22 06:59:15	DEATH	CXMD7, 215, ME1
09/18/22 08:00:09	DEATH	ME1
09/18/22 15:46:42	EMERGENCY	CXMD7
09/19/22 11:21:50	SUSPICION	501, 207
09/19/22 11:23:40	SUSPICION	501

CFS Date/Time	Description	Primary Units
09/19/22 14:10:27	DISORDERLY	501
09/19/22 15:03:20	DISORDERLY	501
09/20/22 04:17:00	DEATH- NATURAL	ME5, M2, CXMD8, 218
09/20/22 14:20:52	EMERGENCY	CXMD7
09/20/22 19:53:23	CITY/COUNTY	229
09/20/22 19:53:46	CITY/COUNTY	
09/22/22 04:04:42	EMERGENCY	CXMD7
09/22/22 13:49:49	JUVENILE	501
09/23/22 12:47:34	FRAUD/ FORGERY/	501
09/23/22 18:38:39	PUBLIC RELATIONS	CXMD7
09/24/22 13:36:19	DEATH- NATURAL	
09/27/22 02:43:03	EMERGENCY	CXMD7
09/27/22 20:21:38	CIVIL COMPLAINTS	508, 226
09/28/22 21:22:45	CRIMINAL DAMAGE	220
09/29/22 05:12:31	EMERGENCY	CXMD7
09/29/22 08:34:44	PUBLIC RELATIONS	222
09/30/22 20:19:54	EMERGENCY	CXMD7

Total Records: 57