

**Village of Colfax**  
**Regular Board Meeting Agenda**  
**Monday, November 14<sup>th</sup>, 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 –October 24<sup>th</sup>, 2022
  - b. Review Statement of Bills Pooled Checking–October 24<sup>th</sup>, 2022 to November 13<sup>th</sup>, 2022
  - c. Review Statement of Bills Solid Waste & Recycling Checking- October 24<sup>th</sup>, 2022 to November 13<sup>th</sup>, 2022
  - d. Training Request – none
  - e. Facility Rental - none
  - f. Licenses
    - i. Operator’s License–November 14<sup>th</sup>, 2022 to June 30<sup>th</sup>, 2023-Roxanne Marshall–Synergy Co-op
    - ii. Operator’s License–November 14<sup>th</sup>, 2022 to June 30<sup>th</sup>, 2023-Lauren Hill–Synergy Co-op
7. Consideration Items
  - a. Snowmobile Trails – Resolution
  - b. Re-Zoning Recommendation by the Board of Zoning Committee Consideration
    - i. Dunn Street Lot
  - c. Ambulance Bid Award
  - d. Agreement between Colfax Rescue Squad and Elk Mound Fire District
  - e. Colfax Compactor Repair Estimate Selection
  - f. Weber Inspections 2023 Professional Services Contract
  - g. Clean Sweep Grant 2023 – Formal Acceptance
  - h. Bauman Associates 2022 Audit Engagement Letter
  - i. Board Pay Review
  - j. Campground Discussions – Possible action
  - k. 605 Pine Street Update – Next Steps to be Considered
  - l. Update for 503 E Third Avenue
  - m. Update the Board of Changes with Colfantastic Christmas Event
  - n. Joint Review Board meeting – December 12<sup>th</sup>, 2022 – no action
  - o. December Board Meeting- Monday, December 26<sup>th</sup>, 2022 – Move to Tuesday? Cancel?
8. Committee/Department Reports – (no action)
  - a. Zoning Board of Appeals Minutes – November 2<sup>nd</sup>, 2022
  - b. Colfax Rescue Squad Report – October 2022
  - c. Colfax Police Report – October 2022
  - d. October Building Permits
  - e. Official Notice – 2023-2026 Surface Transportation Program - Local
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 24<sup>th</sup>, 2022

On October 24<sup>th</sup>, 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 Barbara Black, Brett Sajdera, Deputy Clerk-Treasurer Riemer, Public Works Director Bates and Administrator-Clerk-Treasurer Niggemann. No media present.

**Public Comments** – A brief introduction of the new Public Works employee, Brett Sajdera, who started on Monday, October 17, 2022.

### Minutes

**Regular Board Meeting Minutes – October 10<sup>th</sup>, 2022-** A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to approve the Regular Board meeting minutes from October 10<sup>th</sup>, 2022. A voice vote was taken with all members voting in favor. Motion carried.

### Review Statement of Bills – October 10<sup>th</sup>, 2022 to October 23<sup>rd</sup>, 2022

#### Review Statement of Bills Solid Waste & Recycling Checking – October 10<sup>th</sup>, 2022 to October 23<sup>rd</sup>, 2022

A motion was made by Trustee M. Burcham and seconded by Trustee Rud to approve both the Village of Colfax Statements of Bills and the Solid Waste & Recycling Bills for October 10<sup>th</sup>, 2022 to October 23<sup>rd</sup>, 2022. A voice vote was taken with all members voting in favor. Motion carried.

**Training Request – None**

**Facility Rental - None**

**Licenses – None**

### Consideration Items

**Colfantastic - Christmas in the Village- December 3<sup>rd</sup>, 2022/Request Hwy 40 closure through the DOT if Village Board is in approval of event** – Niggemann explained that the Colfantastic event is called Christmas in the Village. There will be meet Santa at Kyle's Market, Light up Colfax Parade, and the Love Light Tree Lighting Ceremony. The group will be using the Holden Church stand, the FFA building and the Pavilion building at the fairgrounds, so the Board needs to decide if the Village owned buildings can be used at no charge. The parade route, if approved, would use Highway 40 with the same route as the Fireman's Ball parade. Action needed by the Village Board is to vote on accepting the parade route so DOT approval can be requested. A motion was made by Trustee Stene and seconded by Trustee Davis to approve the parade route with closure of Highway 40 as well as approve use of the Village owned buildings with no fee. Voting For: Trustees Prince, Stene, Jenson, Rud, Davis, M. Burcham and Albricht. Voting Against: none. Motion carried.

**Evergreen Cemetery Modification for Services to include Scott Boehm** – Bates explained that due to an injury as indicated in the letter, Don Berg has sold his winter thaw and breaking equipment to Scott Boehm. Boehm has been in the vault business for over 15 years and will transition with Berg. Berg will still do cremation burials as he is able. A motion was made by Trustee Stene and seconded by Trustee Prince to approve the modifications to Evergreen Cemetery grave digging as needed with Scott Boehm to accommodate Berg's request. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

**Dunn County Treasurer 2022 tax year changes– Action to acknowledge change** – Niggemann explained that in the past, the County paid 100 percent of any special assessments and/or delinquent utilities out to the municipality with the August settlement. The County has modified the agreement with Resolution 45 which allows to the County Treasurer's office to pay out any special assessments as the County gets paid on a monthly basis rather than paying the Municipalities before the payment is received. A motion was made by Trustee M. Burcham and seconded by Trustee Rud to acknowledge the Dunn County Resolution 45 which pays special assessments to municipalities on a monthly basis only after the payment has been received by the County. Voting For: Prince, Stene, Jenson, Rud, Davis, M. Burcham and Albricht. Voting Against: none. Motion carried.

**Cramer Consulting Estimate – Village Hall Computer-Laptop and Docking Station** – Cramer Consulting has provided Niggemann with an estimate for a laptop with a docking station to replace the desktop and laptop that is currently used

by the Clerk. With the power source problem that occurred within the last few months, it is time to replace the Clerk computer which is greater than ten years old. A motion was made by Trustee M. Burcham and seconded by Trustee Stene to approve the purchase of the laptop and docking station to replace the Clerk's ten year old computer. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

**Updates on Old Business**

**503 E Third Avenue** – Longdo has been in contact with the Village Clerk regarding a building permit for a fence. Niggemann explained to him what material is acceptable and that with the temperatures he does not have a lot of time.

**609 Pine Street** – Felland has someone that has been helping him clean up his property. A roll-off has been ordered and will arrive Friday, October 28<sup>th</sup>, 2022. The clean up of the rubbish is expected to be complete by the end of the weekend. The garage wall has not been fixed property, but the tarp has been removed and blocks placed, but not secured. Niggemann did not address the pallet issue as of yet due to the unfortunate appearance that resides behind the pallets.

**Lagoon Update** – Bates explained that the construction of the project is complete other than walk through and determining if there are punch list items to be completed. Some equipment remains onsite, but the majority of the equipment has been moved.

**Adjourn** – A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to adjourn the meeting at 7:18 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

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Jody Albricht, Village President

Attest:

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Lynn Niggemann  
Administrator-Clerk-Treasurer

## POOLED CHECKING ACCOUNT

## Accounting Checks

Posted From: 10/24/2022 From Account:  
Thru: 11/13/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
MWG	11/01/2022	MORGAN WHITE GROUP	666.10
RAM	11/10/2022	RAM SOFTWARE	250.00
UHS	11/01/2022	UHS PREMIUM BILLING	212.54
XCEL	10/31/2022	XCEL ENERGY	4,488.42
78435	10/31/2022	24-7 TELCOM	24.95
78436	10/31/2022	ADAM'S AUTO REPAIR	35.71
78437	10/31/2022	ALA-AMERICAN LIBRARY ASSOCIATION	118.00
78438	10/31/2022	ARAMARK UNIFORM SERVICE, INC	187.26
78439	10/31/2022	AT&T MOBILITY	551.75
78440	10/31/2022	BOBCAT PRO	250.00
78441	10/31/2022	BOUND TREE MEDICAL, LLC	109.16
78442	10/31/2022	CAPITAL ONE	156.55
78443	10/31/2022	CBS SQUARED, INC	4,506.00
78444	10/31/2022	CENTURY LINK	127.06
78445	10/31/2022	CITY OF MENOMONIE INTERCEPT	250.00
78446	10/31/2022	CMBRG	200.00
78447	10/31/2022	DAKOTA SUPPLY GROUP	168.27
78448	10/31/2022	DALCO ENTERPRISES	136.08
78449	10/31/2022	ELK MOUND SEED	21.00
78450	10/31/2022	HAWKINS, INC.	3,549.28
78451	10/31/2022	HENRY SCHEIN	162.66
78452	10/31/2022	HILL TRUCKING	654.50
78453	10/31/2022	HUEBSCH LAUNDRY CO	44.64
78454	10/31/2022	HYDROCORP	470.00
78455	10/31/2022	INDUSTRIAL SAFETY	64.00
78456	10/31/2022	JOLENE ALBRICHT	21.06
78457	10/31/2022	MEDPRO MIDWEST GROUP	143.00
78458	10/31/2022	MPLC	75.22
78459	10/31/2022	MYERS SEPTIC SERVICE	198.10
78460	10/31/2022	T-MOBILE	29.40
78461	10/31/2022	WELD RILEY SC	297.00
78462	10/31/2022	WOODS RUN FOREST PRODUCTS	24.60
78463	10/31/2022	ZOLL MEDICAL CORP	650.00

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 10/24/2022 From Account:  
Thru: 11/13/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
78464	11/08/2022	CAFE II COFFEE SHOP & BAKERY	68.00
78465	11/08/2022	A LITTLE SLICE OF ITALY	46.00
AFLAC	11/01/2022	AFLAC	410.06
EFTPS	10/27/2022	EFTPS-FEDERAL-SS-MEDICARE	5,511.67
EFTPS	11/10/2022	EFTPS-FEDERAL-SS-MEDICARE	6,341.71
WIDOR	10/27/2022	WI DEPARTMENT OF REVENUE	846.07
WIDOR	11/10/2022	WI DEPARTMENT OF REVENUE	984.45
WIETF	10/31/2022	WI DEPT OF EMPLOYEE TRUST FUNDS	6,497.69
BREMER	11/10/2022	CARDMEMBER SERVICE	759.22
CHARTER	10/28/2022	CHARTER COMMUNICATIONS	147.97
CHARTER	11/02/2022	CHARTER COMMUNICATIONS	623.59
WIDCOMP	10/27/2022	WISCONSIN DEFERRED COMPENSATION	270.00
WIDCOMP	11/10/2022	WISCONSIN DEFERRED COMPENSATION	270.00
PRINCIPAL	11/02/2022	PRINCIPAL LIFE INS. CO.	529.69
Grand Total			42,148.43

11/10/2022 1:13 PM

Reprint Check Register - Quick Report - ALL

Page: 1  
ACCT

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 10/24/2022 From Account:  
Thru: 11/13/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
1182	10/31/2022	AT&T MOBILITY	33.49
1183	10/31/2022	INDUSTRIAL SAFETY	42.00
1184	10/31/2022	LIBERTY TIRE SERVICES LLC	809.54
1185	10/31/2022	VILLAGE OF ELK MOUND	2,654.76
		Grand Total	3,539.79

# Village of Colfax

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

## Application for License to Serve Fermented Malt Beverages and Intoxicating Liquors

Provisional License  New License  Renewal License Fee: \$10.00 each application  
Receipt: Cash

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

I, hereby apply for a license to serve, from date hereof to JUNE 30, 20 23, 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 Roxanne Elise Marshall  
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 928-727-6298 Email Address ruthless.roxie@gmail.com

Current Address E7573 850th AVE Colfax WI 54730 Emo  
(Street) (City) (Zip Code) (yrs. at address)

Previous Address 2027 Alan Ladd dr Kingman AZ 86409  
(Street) (City) (Zip Code)

Date of Birth [REDACTED] Age 29

Place of Employment Synergy Cooperative

**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] 11/1/2022  
(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.

Roxanne Marshall  
Signature of Applicant

Subscribed and sworn before me this 31 day of Oct., 20 22.

[Signature] 7-17-26  
(Signature of Notary Public) (Commission Expires)

Date Received: 10-31-22 Date to the Board: 11-14-22 Approved or Denied



**LEARN 2 SERVE™**

## CERTIFICATE OF COMPLETION

This certifies that

**Roxanne Marshall**

is awarded this certificate for

**Wisconsin Responsible Beverage Server Training**

Completion Date  
10/27/2022

Expiration Date  
10/26/2024

Certificate #  
WI-00607177

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.



# Village of Colfax

PO Box 117 - Colfax, Wisconsin 54730 - Phone: 715-962-3311  
Fax: 715-962-2221

## Application for License to Serve Fermented Malt Beverages and Intoxicating Liquors

Provisional License     New License     Renewal License    Fee: \$10.00 each application  
Receipt: cash

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

I, hereby apply for a license to serve, from date hereof to JUNE 30, 20 23, 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 Lauren Katherine Hill  
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715 418 6510 Email Address hill.lauren114@gmail.com

Current Address 508 Cedar Colfax 54730  
(Street) St (City) (Zip Code) (yrs. at address)

Previous Address Nelele 21 1/2 St. Cameron 54822  
(Street) (City) (Zip Code)

Date of Birth [REDACTED] Age 22

Place of Employment Synergy

### 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] 11/01/2022  
(Chief of Police or Designated staff Signature) (Date)

### STATE OF WISCONSIN/ DUNN COUNTY

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

x [Signature]  
Signature of Applicant

Subscribed and sworn before me this 38 day of October, 20 22.

[Signature] 7-17-26  
(Signature of Notary Public) (Commission Expires)

Date Received: 10-28-22 Date to the Board: 11-14-22 Approved or Denied





**LEARN 2 SERVE™**

## CERTIFICATE OF COMPLETION

This certifies that

**Lauren Hill**

is awarded this certificate for

**Wisconsin Responsible Beverage Server Training**

Completion Date  
10/27/2022

Expiration Date  
10/26/2024

Certificate #  
WI-00607184

*South Nega*  
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.

**Resolution 2020-04**  
**Designation of Snowmobile Route or Trails**

**WHEREAS**, the Village of Colfax Board of Trustees, is designated to identify the routes and trails within the Village of Colfax limits.

**WHEREAS**, the Village of Colfax will meet with the Colfax Sno-Drifters annually to discuss the intended route(s).

**WHEREAS**, the Colfax Sno-Drifters will procure, erect and maintain the trail markers.

**WHEREAS**, the Village of Colfax will publish to the Messenger the approved route(s).

**WHEREAS**, the Village of Colfax has named the 2020-2021 trail routes.

**THEREFORE, BE IT RESOLVED** the Village of Colfax Board of Trustees has designated the Village of Colfax snowmobile trails as follows:

- East side of Dunn Street to Railroad Avenue, east to County Road M, north to Highway 40.
- East side of Dunn Street to Railroad Avenue, east towards the east driveway of the Fairgrounds, to the footbridge, cross Highway 40 to Johnson-Olson Road, west on High Street to the High School.
- East side of Dunn Street to Railroad Avenue, west to Synergy Cooperative.
- Synergy Cooperative parking lot to Express Mart via the alley east of Synergy.
- Synergy Cooperative parking lot to the Outhouse Bar via Legion Drive and the alley between Highway 40 and Cedar Street.
- Synergy Cooperative parking lot is designated parking if you plan to visit any businesses on Highway 40.

Adopted this 23<sup>rd</sup> day of November 2020.

*Scott Gunnufson, President*

Attest: Lynn M. Niggemann  
Administrator-Clerk-Treasurer

## Zoning Board of Appeals – November 2<sup>nd</sup>, 2022

On November 2<sup>nd</sup>, 2022 at 6:00 p.m., the Zoning Board of Appeals met at the Village Hall, 613 Main Street, Colfax, WI. Members Present: Mark Mosey -Chair, Rich Bautch and Gene Gibson. Excused: Mark Kiekhafer and Jason Johnson. Other present: Jeanne Anderson, Dave Hovre, Administrator-Clerk-Treasurer Niggemann and Leanne Ralph with the Messenger.

**Nominate Chair** – A motion was made by Gibson and seconded by Bautch to elect Mosey as the chair. A voice vote was taken and the motion carried.

**Public Appearances** – Hovre expressed that he does not have any concerns of the property changing hands, however he does not want the property to re-zone to agriculture.

**Open Public Hearing** – A motion was made by Gibson and seconded by Bautch to open the Public Hearing at 6:03 p.m. All in favor and no one opposed. Motion carried and the Public Hearing is Open.

All public hearing notices was published in the Colfax Messenger, posted at the Clerk's office, in front of the Village Hall, at the Post Office and the Colfax Laundromat and the notices were mailed to the appropriate surrounding properties.

### **Request for Rezoning-Jeanne Anderson – Dunn Street/ R-5 Multi-family to Ag-1 Agriculture –**

Application to re-zone has been submitted to change the 2.04 acre lot from R-5 Multi-family to Ag-1 Agriculture. Anderson explained that she would have a primary residence on the lot along with an out building to house up to two horses and a fenced in pasture. Niggemann explained that the details for the water/sewer are still being reviewed to determine the best option.

Anderson explained that she did not want to cause any problems with the neighbors or other Village residents. If she cannot have her horse she was not interested in finalizing the purchase of the lot.

Other discussion items to consider when considering the re-zoning to Agriculture include the Village creation of Tax Increment District 5 and the Comprehensive Plan expecting the south end of Dunn Street vacant parcels to be developed as multi-family. There was a concern regarding the smell, however it was followed up with the fact that the land on the east side of Dunn Street is agriculture and there is fertilizers spread on that ground which is a much larger capacity.

### **Close Public Hearing**

A motion was made by Gibson and seconded by Bautch to close the public hearing. All members voted in favor of closing the Public Hearing. Motion carried.

### **Discussions to include/Zoning, Comprehensive Plan, Previous Development, and Water/Sewer to**

**Property-** All Committee member present expressed the same concerns mentioned above that they were concerned about smell. The land assessment value of taxes for agriculture is less than residential, however there would still be taxes assessed on the structures at the regular net mill rate. The approval of re-zone would go against the Village plan for multi-family housing.

A motion was made by Gibson and seconded by Bautch to recommend to the Village Board to leave the zoning as R-5 Multi-family and deny the request to re-zone to Ag-1- Agriculture. Voting For: Mosey, Gibson and Bautch. Voting Against: none. Motion carried.

**Adjourn** – A motion was made by Mosey and seconded by Bautch to adjourn the meeting at 6:46 p.m. All members voted in favor of adjourning the meeting. Meeting adjourned.

Mark Mosey, Chair

Attest: Lynn Niggemann  
Administrator-Clerk-Treasurer

# Village of Colfax

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

Jody Albricht, President  
Lynn M. Niggemann, Administrator-Clerk-Treasurer

## REQUEST FOR REZONING

Date: 10-11-22  
Name: Jeanne Anderson  
Address: N9199 County Rd W Colfax, WI  
Phone: 715-505-4262

PROPERTY OWNER IF DIFFERENT THAN ABOVE:

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

(see attached map)

EXACT LEGAL DESCRIPTION OF PROPERTY:

(see attached map)

CURRENT ZONING: R-5 - Multi-family (see ordinance section #5 of packet)

PROPOSED ZONING: Ag (see ordinance section 1+2 of packet)

PROPOSED USE OF PROPERTY (ATTACH SITE PLAN):

residence (1)

Structure for 1-2 horses (see page 7 of packet)  
ordinance section

NONREFUNDABLE FEE: \$25.00

RECEIPT # pd

TO VILLAGE BOARD: 11-14-22

TO Board of Zoning: 11-2-22

PUBLICATION DATES: \_\_\_\_\_

Jeanne Anderson  
Applicant's Signature



Stock No. 26273

REC'D December 13, 1996 at 11:00 A.M.  
RECORDED: VOL. 7 SURVEY MAPS PAGE 50  
*James M. Mrdutt*  
JAMES M. MRDUTT, REG OF DEEDS, DUNN CO. WI.

428306  
428906

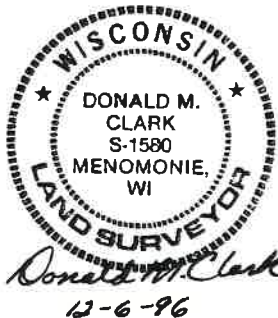
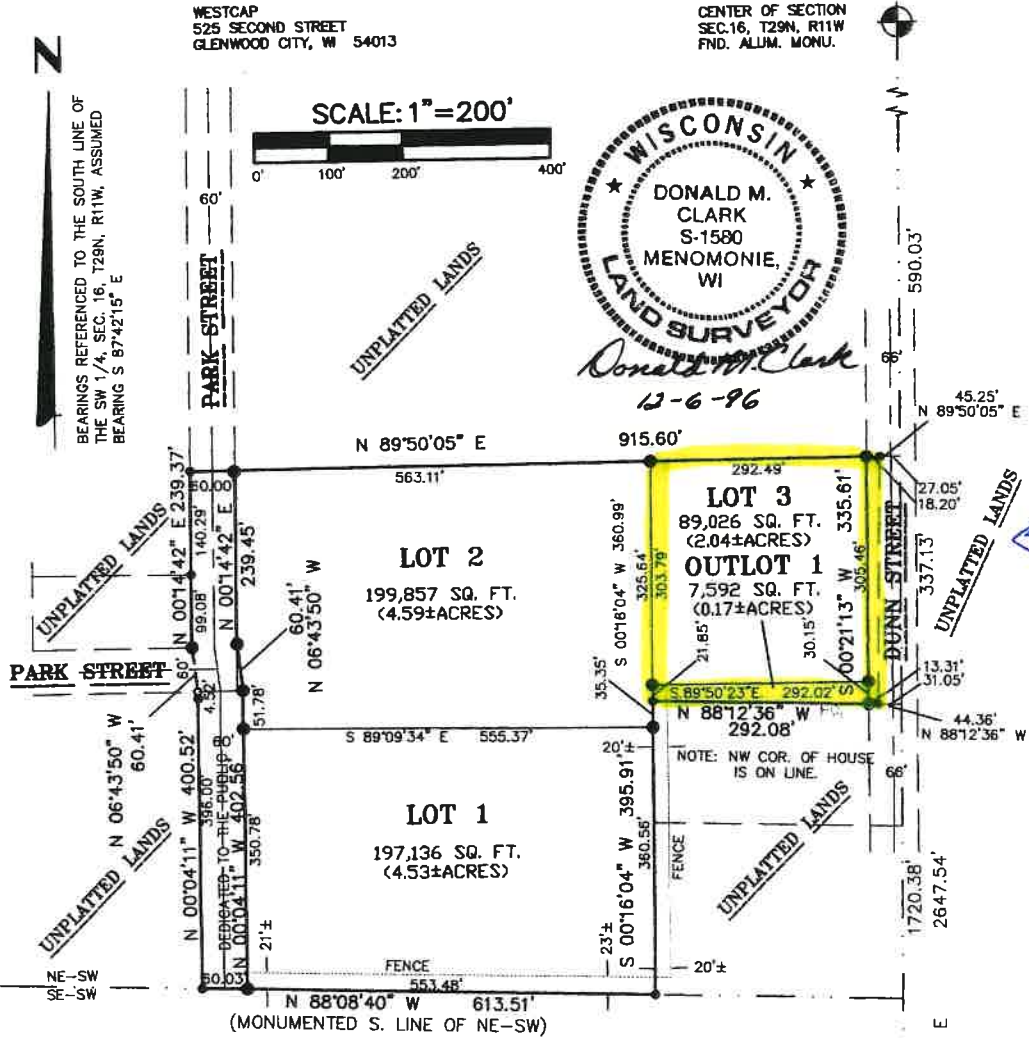
CERTIFIED SURVEY MAP NO. 1700  
VOLUME 7, PAGE 50

PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 WEST,  
VILLAGE OF COLFAX, DUNN COUNTY, WISCONSIN

PREPARED FOR :

WESTCAP  
525 SECOND STREET  
GLENWOOD CITY, WI 54013

CENTER OF SECTION  
SEC. 16, T29N, R11W  
FND. ALUM. MONU.



LEGEND

Government Corner (As Noted)

- FOUND 3/4" RE-BAR
- FOUND 1" IRON PIPE
- SET, 3/4"x24" REBAR WEIGHING 1.502 LBS. PER LINEAL FOOT.

SOUTH 1/4 CORNER  
SEC. 16, T29N, R11W  
FND. ALUM. MONU.

SOUTHWEST CORNER  
SEC. 16, T29N, R11W  
FND. ALUM. MONU.

S 87°42'26" E 2589.87'

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## **GARAGE LEASE AGREEMENT**

***THIS GARAGE LEASE AGREEMENT:*** dated the 1<sup>st</sup> day of January, 2023 between: **VILLAGE OF COLFAX d.b.a. as COLFAX RESCUE SQUAD and ELK MOUND FIRE DISTRICT.**

**WHEREAS:** Colfax Rescue Squad is desirous of leasing and/or subleasing from Elk Mound Fire District one parking stall in their fire station to house one (1) ambulance owned by the Village of Colfax.

**THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants, the parties hereto agree as follows:

1. **LEASE** Elk Mound Fire District agrees to lease to the Colfax Rescue Squad one (1) parking stall with shore power and use of water for washing the ambulance for the term of the agreement. The Colfax Rescue Squad agrees to pay Elk Mound Fire District annual rent in the sum of One Dollar (\$1.00).

2. **TERM:** The term of this lease Agreement shall commence on the date hereof, shall last for a term of one (1) year, and shall automatically renew on an annual basis for subsequent one (1) year term(s), until and unless terminated as set forth herein. Termination of this lease shall occur only upon one party providing three (3) months advance written notice before the end of the current term to the other party that the term will not renew and will end upon the expiration of the current term, or upon such other time for termination which is mutually agreed to in writing by both parties to this lease.

3. **ACCEPTANCE:** Colfax Rescue will inspect the leased space prior to the term of the start of the lease and before each renewal term to note the condition of the building and/or any equipment housed in the facility.

4. **REPAIRS:** Colfax Rescue Squad shall maintain their parking stall in a clean condition while this lease is in effect. Any damage to the building and/or equipment located in the building caused by Colfax Rescue Squad's vehicle will be repaired by Colfax Rescue Squad. Any damage to the Colfax Rescue Squad's ambulance while parked at the Elk Mound Fire District fire station or while in use by the Elk Mound Fire District which is caused by the Elk Mound Fire District shall be repaired by the Elk Mound Fire District.

5. **ALTERATIONS:** Colfax Rescue Squad will not alter, paint, or place signage in any part of the fire station without prior written permission from the Fire Chief and/or the Fire Board.

6. **OPERATION OF VEHICLES:** Colfax Rescue Squad personnel will only operate the Colfax Rescue Squad ambulance, and they will not operate any fire apparatus unless they are employed by both Colfax Rescue Squad and the Elk Mound Fire District. Elk Mound Fire District will be allowed to operate the Colfax Rescue Squad ambulance when they are acting on behalf of the Colfax Rescue Squad or when there is a need for Elk Mound Fire District to



operate the ambulance for daily duties and function at the Elk Mound Fire Station or when there is a mutual aid situation as outlined in the M.A.B.A.S. (Mutual Aid Box Alarm System) agreement that is in operation for both agencies during emergencies.

7. **LOSS OR DAMAGE:** Colfax Rescue Squad assumes the risk of parking the ambulance in Elk Mound Fire District's station including natural disasters, fire, damage caused by Colfax Rescue Staff or acts of God. Colfax Rescue will maintain complete insurance coverage on its vehicle according to the laws of the State of Wisconsin including Liability, Collision, (a Copy of coverage from Colfax Rescue insurance carrier will pre provided with this Agreement.) Elk Mound Fire District shall maintain insurance on their apparatus and building and grounds (a copy of coverage will be included with this agreement).

8. **BUILDING ACCESS:** Access to the Elk Mound Fire Station will be through the code access door. Colfax Rescue will prove to the Elk Mound Fire Chief a list of all the names of the Colfax Rescue employees that will be granted access to the code access door. If there is reason found that the employee should be removed from the access list, the Elk Mound Fire Chief will communicate with the Colfax Rescue Director.

**Signature Village of Colfax/Colfax Rescue Squad:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Elk Mound Fire District:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Village of Colfax

Date: November 10<sup>th</sup>, 2022

To: Village Board

From: Lynn Niggemann, Administrator-Clerk-Treasurer

Re: Colfax Compactor Repair

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Colfax Compactor needs repair. The problem has been determined to be the cylinders and pins. JWR has provided a written estimate which is attached. Jack Beaver provided a verbal quote listed below.

JWR estimate:

Cost of Parts - \$2,916.84

Labor Costs - \$1,575.00

Total Costs - \$4,491.84

Jack Beaver estimate:

Cost of Parts - \$2,416.84

Labor Costs - \$1,100.00

Total Costs - \$ 3,516.84

# Quotation



P.O. Box 356 - Johnson Creek, WI 53038  
 Phone: 888-699-2848 - Fax: 920-699-2847

**A Waste & Recycling Equipment Management Company**

**Quotation For:**

Colfax Area Collection Station  
 Colfax Area Collection Station  
 N9417 810th Street  
 Colfax, WI 54730

**Attention To:**

Make: Nedland Model: NC-200 Single Phase  
 Payment Terms : Due on Receipt

**Comments or Special Instructions**

Quote to replace the cylinders and pins.

Date : 11/04/2022

Quotation # : 27069

Customer ID: 4,522

Store No. :

Quotation valid until: 11/14/2022

Prepared by : Theresa Schmidt

Salesperson : Theresa Schmidt

Serial No. : 75397

Qty	PartNumber	Description	UnitPrice	Tax	LineTotal
2.00	6500	6500 - 4x42BP Cylinder	* \$937.50	Yes	\$1,875.00 *
4.00	6501	6501 - 4x42BP/Pin	* \$39.06	Yes	\$156.24 *
8.00		Travel for 2 techs	— \$75.00	Yes	\$600.00 —
10.00		Labor for 2 techs	— \$75.00	Yes	\$750.00 —
15.00		Oil-estimate	* \$19.04	Yes	\$285.60 *
1.00		Misc supplies	* \$100.00	Yes	\$100.00 *
2.00		OT Labor	— \$112.50	Yes	\$225.00 —

**NOTES :**

Taxes and shipping are an estimate.

SUBTOTAL	\$3,991.84
* SHIPPING	\$500.00
OTHER	4,491.84 \$0.00
TAX RATE	8.380
SALES TAX	<del>\$376.42</del>
TOTAL	<del>\$4,868.26</del>

**THANK YOU FOR YOUR BUSINESS!**

\* Parts \$2,916.84  
 — Labor 1,575.00  
\$4,491.84

Quotation approved by : \_\_\_\_\_

Date : \_\_\_\_\_



2921 Ingalls Road  
Menomonie, WI 54751

Phone: 715-556-0066  
[inspector@weberinspections.com](mailto:inspector@weberinspections.com)  
[www.weberinspections.com](http://www.weberinspections.com)

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Village of Colfax

Weber Inspections  
2921 Ingalls Road  
Menomonie, WI 54751

Re: Professional Services Contract

This is an agreement between the Village of Colfax and Fred Weber (DBA Weber Inspections) for the purpose of Contracted Building Inspections.

Weber Inspections will collect all Permit Fees from the Owner and or Contractor that will cover all cost for the building inspections. At no time will Village of Colfax incur any cost for these inspections.

The fees charged for the inspections will be the same as for other municipalities that are served by Weber Inspections using the same fee schedule.

The Contract will be from January 1, 2023 thru December 31, 2023. Either party may, at that time opt out of the contract. The Board may renew the Contract on December 31, 2023 if it so chooses.

Signed

Frederick Weber Frederick Weber

Clerk \_\_\_\_\_

Chairman \_\_\_\_\_

## Lynn Niggemann

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**From:** Way, Daniel M - DATCP <daniel.way@wisconsin.gov>  
**Sent:** Wednesday, October 12, 2022 11:12 AM  
**To:** Niggemann, Lynn - MUN  
**Subject:** 2023 Wisconsin Clean Sweep  
**Attachments:** Village of Coflax.pdf

To: 2023 Wisconsin Clean Sweep Coordinator

From: Dan Way, Clean Sweep Program Manager

**Subject: 2023 Clean Sweep Ag/HHW Grant Contracts**

Attached is your 2023 contract for your agricultural and/or household hazardous waste Clean Sweep grant. If you also received an unwanted prescription drug grant, that contract will be sent in a separate email.

This year we are using a new contract template for all of our Clean Sweep contracts. The template is used Department wide and may include sections that are not applicable for Clean Sweep. We have incorporated the prior contract language and attachment "A" language into this new template. Please review and let us know if you have any questions.

**Reminder:** recipients must provide documentation for all reimbursable expenses, (paid receipts, paid invoices, etc.) except salaries. Continue to use the Labor Worksheet for any applicable salaries.

**Please do the following:**

1. Read the contract carefully and verify the contract amount(s) are correct along with the contact name, address and phone number. The contact name is taken from the application. Recall that the grant awards were announced in an email dated August 11, 2021. If changes are needed, contact us immediately at [datcpcswp@wisconsin.gov](mailto:datcpcswp@wisconsin.gov).
2. Determine who is authorized to sign the contract (may not be the applicant or contract contact which is ok.)
3. On page 2 of the contract, you, or your authorized municipal/county representative, please complete the following:
  - a. Electronically sign and date the contract.
  - b. Print or type the signatory's name, title, and municipality.
4. Scan and email the ENTIRE signed contract to us at [datcpcswp@wisconsin.gov](mailto:datcpcswp@wisconsin.gov).
5. Once our Division Administrator signs the contract, I will scan and email the completed contract back to you.
6. **Please return signed contracts by 11/24/2022 or sooner.** If you must go through committee or board approval and this date won't work, let me know.

Any questions, concerns or corrections, please contact me.

Here's to a successful 2023!

**Dan Way**  
**Exempt Pesticide Registration and Clean Sweep Program Manager**  
**Agrichemical Management Bureau - Agricultural Resource Management Division**  
**Wisconsin Department of Agriculture, Trade and Consumer Protection**  
**Office: (608) 224-4545 | Cell: (608) 292-0615**  
**Email: [daniel.way@wisconsin.gov](mailto:daniel.way@wisconsin.gov)**

Please complete this [brief survey](#) to help us improve our customer service. Thank you for your feedback!



State of Wisconsin  
Governor Tony Evers

**Department of Agriculture, Trade and Consumer Protection**  
Secretary Randy Romanski

**CLEAN SWEEP AGRICULTURE (Ag) and HOUSEHOLD HAZARDOUS WASTE (HHW)  
COLLECTION GRANT CONTRACT**

**BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION  
AND  
Village of Coflax**

**THIS GRANT CONTRACT** is made and entered into for the period 01/01/2023 through 12/31/2023 (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“Department” or “State”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and Village of Coflax (“Grantee” or “Grant Recipient”), whose service address is 613 Main Street, COLFAX, WI 54730.

**WHEREAS**, the Department has authority to award a grant for a chemical and container collection program and administer a grant program to assist in creating and operating local programs for the collection and disposal of household hazardous waste, pursuant to Wis. Stat. §§ 93.55(2) and 93.57 (“Program”); and

**WHEREAS**, the Department has reviewed your Clean Sweep Ag and HHW collection grant application for timeliness, completeness, and the criteria required by Ch. ATCP 34.08, Wis. Admin. Code; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of \$ 0.00 for Agriculture collections and the amount of **\$8,120.00** for Household Hazardous Waste collections, for a total of **\$8,120.00** for eligible activities herein described (“Project”); and

**WHEREAS**, the Department and Grantee agree that Grantee possesses the personnel and capabilities necessary to administer the Project in a manner consistent with state and federal laws, including Wis. Stat. §§ 93.55(2) and 93.57; and

**WHEREAS**, the terms and conditions herein shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

**WHEREAS**, this Contract is mutually exclusive and is distinguished from all previous Contracts between the Grantee and the Department and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 38 and Attachments A – F which are annexed and made

*Wisconsin - America's Dairyland*

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • [Wisconsin.gov](http://Wisconsin.gov)

An equal opportunity employer

## **GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1. CONTRACT ADMINISTRATION**

The Department employee responsible for the administration of this Contract is identified as the Department Contract Administrator in Attachment A, or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Contract.

The Grantee's employee responsible for the administration of this Contract is identified as the Grantee Contract Administrator in Attachment A, who shall represent the Grantee's interest regarding Contract performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

### **ARTICLE 2. APPLICABLE LAWS AND REGULATIONS**

This Project shall be governed under the laws of the State of Wisconsin, the laws of the United States, all rules and regulations, and all laws, rules, and regulations specifically applicable to the Program including but not limited to those identified in Attachment B.

### **ARTICLE 3. AVAILABILITY OF FUNDS**

Termination of this Contract in whole or part for lack of appropriations shall be without penalty.

### **ARTICLE 4. SCOPE OF WORK**

The eligible activities under this Contract are summarized in the Attachment C.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment D). Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

### **ARTICLE 5. SUBLET OR ASSIGNMENT OF CONTRACT**

No right or duty in whole or in part of the grantee under this Contract may be assigned or delegated without the prior written consent of the Department.

### **ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Contract without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

#### **ARTICLE 7. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Contract, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state Contracts.

#### **ARTICLE 8. DUAL EMPLOYMENT**

Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

#### **ARTICLE 9. INDEPENDENT CAPACITY OF CONTRACTOR**

The parties hereto agree that the Grantee, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

#### **ARTICLE 10. HOLD HARMLESS**

The Grantee will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its contractors, in prosecuting work under this Contract. This provision shall not be construed as a waiver of any statutory or common law immunity or limitation of liability afforded to grantee.



## **ARTICLE 11. FOREIGN CORPORATION**

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

## **ARTICLE 12. ANTITRUST ASSIGNMENT**

The Grantee and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Grantee hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

## **ARTICLE 13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

In connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities.

- 13.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Contract is awarded, the Grantee must submit the plan to the Department for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.
- 13.2** The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 13.3** Failure to comply with the conditions of this clause may result in the Grantee becoming declared an "ineligible" contractor, termination of the Contract, or withholding of payment.
- 13.4** Pursuant to s. 16.75(10p), Wis. Stats., Grantee agrees it is not, and will not for the duration of the Contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 13.5** Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

## **ARTICLE 14. TERMINATION OF CONTRACT**

The Department reserves the right to terminate this Contract in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Contract.

Notwithstanding and in addition to the right to terminate the Contract for cause described above, the Department may terminate this Contract at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department.

The Grantee may terminate this Contract with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Contract is terminated by either party, for any reason whatsoever, the Grantee shall refund upon written demand to the Grantee any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

## **ARTICLE 15. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Contract if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Contract.

## **ARTICLE 16. AMENDMENT**

This Contract may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

## **ARTICLE 17. SEVERABILITY**

If any provision of this Contract shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Contract.

## **ARTICLE 18. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other

default or of the same type of default on a future occasion.

#### **ARTICLE 19. FORCE MAJEURE**

Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

#### **ARTICLE 20. CHOICE OF LAW AND VENUE**

In the event of a dispute, this Contract shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

#### **ARTICLE 21. STANDARDS OF PERFORMANCE**

The Grantee shall perform the Project and activities as described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

#### **ARTICLE 22. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Contract shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract.

#### **ARTICLE 23. MULTIPLE ORIGINALS; ELECTRONIC SIGNATURE**

This Contract may be executed in multiple originals, which together shall constitute a single Contract. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. Ch. 137 to execute this Contract.

### **FISCAL TERMS AND CONDITIONS**

#### **ARTICLE 24. METHOD OF PAYMENT**

The method of payment is set forth in Attachment E.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Contract.

#### **ARTICLE 25. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs provided for under this Contract. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Contract has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due upon written demand to the Grantee.

## **ARTICLE 26. FINANCIAL MANAGEMENT**

The Grantee shall maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in the Attachments and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Contract are sufficiently segregated from other agreements, programs, and/or projects.

The Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. The Grantee's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Division.

Records shall be maintained after final audit of the Contract for a period of not less than five (5) years unless the program requirements are longer.

## **ARTICLE 27. LIMITATION ON COSTS**

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Contract shall not exceed the total amount for eligible costs, as identified in the Attachment. Changes to this Contract that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

## **ARTICLE 28. ELIGIBLE COSTS**

**28.1** No eligible costs subject to reimbursement by this Contract may be incurred prior to the execution of this Contract unless previously approved in writing by the Department.

**28.2** Costs only as identified in the Attachments are allowed.

## **ARTICLE 29. VENDOR TAX DELINQUENCY**

Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

## **ADMINISTRATIVE TERMS AND CONDITIONS**

## **ARTICLE 30. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

## **ARTICLE 31. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Contract funds and activities undertaken with Contract funds and program income expended under this Contract.

## **ARTICLE 32. RECORDS AND REPORTS**

All records pertaining to this Contract shall be retained by the Grantee for at least five (5) years following the end of the Contract term. The Grantee shall maintain reasonable segregation of project accounts and records to enable the Department to track expenditures made with funds provided under this Contract. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the Grantee shall provide the requested records to the Department.

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

## **ARTICLE 33. EXAMINATION OF RECORDS**

The Department, any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Contract. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Contract. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Contract. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

## **ARTICLE 34. PERFORMANCE REVIEW**

The Department may review the Grantee's performance under this Contract. The Department may conduct reasonable inspections to determine performance under this Contract. The Department may examine records related to personnel time charged to the Contract funding, as well as documentation of all costs for equipment, supplies, and other expenses charged to the Contract funding. The Department reserves the right to conduct a follow-up survey of the project in order to determine long-term impacts of funding received by the Grantee under this Contract from grant funds.

## **SPECIAL TERMS AND CONDITIONS**

## **ARTICLE 35. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Contract by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

### **Definitions**

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by

state or federal law.

### **ARTICLE 36. LOBBYING**

Money paid under this Contract by the Department to the Grantee shall not be used by the Grantee in any fashion either directly or indirectly for lobbying activities of any kind. The Grantee shall not use money received under this Contract for any illegal activities.

### **ARTICLE 37. PUBLICATIONS, INVENTIONS, AND TRADEMARKS**

**37.1** All materials and products produced under this Contract become the property of the Grantee. The Grantee may publish and copyright materials or trademark products and services produced under this Contract subject to the following conditions: The Department receives a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, publish, or post on the internet non-trade-secret and non-confidential or nonproprietary financial information regarding the project for governmental purposes, and as promotional materials for purposes of publicity about the funding program.

**37.2** The Grantee may not claim that the State endorses its products or services.

**37.3** The Grantee shall acknowledge Department support on any publications written or published or any audiovisual produced with Department financial support that publicizes, announces, or promotes the projects, activities, and events resulting from this Contract. Funding credit including Department logo must appear in all programs, publicity, and promotional materials. The following wording and Department logo should be used:

Funding for this was made possible, in part, by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). The views expressed in written materials, publications, speakers, and moderators do not necessarily reflect the official policies of DATCP; nor does any mention of trade names, commercial practices, or organization imply endorsement by the State of Wisconsin.

### **ARTICLE 38. DEBARMENT**

All Contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Information on debarment is available at the following website: <https://www.acquisition.gov/browse/index/far>. In the event the Grantee is debarred, the Department reserves the right to cancel the Contract upon notice.

## ATTACHMENT A

### CONTRACT ADMINISTRATORS

#### Department Contract Administrator

Brian Weigel, Administrator  
Division of Agricultural Resource Management  
Department of Agriculture, Trade and Consumer  
Protection  
2811 Agriculture Dr.  
Madison, WI  
53718

Phone: 608-405-0846

E-mail: [Brian.Weigel@Wisconsin.gov](mailto:Brian.Weigel@Wisconsin.gov)

#### Grantee Contract Administrator

Lynn Niggemann  
Administator  
Village of Coflax  
613 Main Street COLFAX, WI 54730

Phone: 715-308-9986

E-mail: [clerktreasurer@villageofcolfaxwi.org](mailto:clerktreasurer@villageofcolfaxwi.org)



## **ATTACHMENT B**

### **PROGRAM RULES**

The Grantee shall comply with the Program Rules as follows:

The Grantee may be subject to and liable for repayment if, as determined by the Division, the Grantee is found to be out of compliance with program laws, policies, regulations, rules, or guidance.

- B 1. The grant funds awarded by the Department shall be used to reimburse the Grant Recipient's direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the agricultural chemical and container collection and/or household hazardous waste collection project. The project being funded by this Contract must meet applicable requirements in Ch. ATCP 34, Wis. Admin. Code. This Contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57, Wis. Stats; Ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the Department pursuant to Ch. ATCP 34, Wis. Admin. Code.
- B 2. The Grant Recipient shall at all times comply with all federal, state or local laws, ordinances, regulations or formal guidelines in effect during the period of this Contract. The Department may withhold paying or seek the return of dispersed grant funds in any amount it deems appropriate if the Grant Recipient breaches any provision of this Contract or fails to at all times comply with all federal, state, or local laws, ordinances, regulations or formal guidelines in effect during the period of this Contract, including the failure to meet timeframes established in this Contract or Ch. ATCP 34, Wis. Admin. Code.

## ATTACHMENT C

### SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract shall take precedence.

The Grantee shall do the following under this Contract.

- C 1. The grant funds awarded by the Department shall be used to reimburse the Grant Recipient's direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the agricultural chemical and container collection and/or household hazardous waste collection project. The project being funded by this Contract must meet applicable requirements in Ch. ATCP 34, Wis. Admin. Code. This Contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57, Wis. Stats, Ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the Department, pursuant to Ch. ATCP 34, Wis. Admin. Code.
- C 2. The Grant Recipient shall at all times comply with all federal, state and local laws, ordinances, regulations and formal guidelines in effect during the period of this Contract. The Department may withhold paying or seek the return of dispersed grant funds in any amount it deems appropriate if the Grant Recipient breaches any provision of this Contract or fails to at all times comply with all federal, state, and local laws, ordinances, regulations and formal guidelines in effect during the period of this Contract, including the failure to meet timeframes established in this Contract or Ch. ATCP 34, Wis. Admin. Code.
- C 3. The Department shall not pay any grant funds to the Grant Recipient for reimbursement of costs incurred for collecting or disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the Department, the Grant Recipient shall return to the Department any grant funds received by the Grant Recipient for reimbursement of costs not directly related to the project activities described in the grant application.
- C 4. The Grant Recipient shall perform and complete the Ag and HHW collection activities described in the Grant Recipient's approved grant application on file with the Department, and any approved amendments to its approved grant application. Tasks required for successful project completion include, but are not limited to, participation in planning meetings, collection site selection, project management, fiscal accounting and record keeping, an organized public relations campaign, site walk-throughs, pre-registration for Very Small Quantity Generators (VSQGs), waste collection and transportation, and making necessary operational adjustments. The Grant Recipient shall complete and submit a final report to the Department within 60 days after the project is completed as provided in s. ATCP 34.18 (1), Wis. Admin. Code and the Final Report Guidelines for Agricultural and Household Hazardous Waste Grants. Grant recipient's failure to submit a complete final report or to request an extension (not to exceed 45 days), within 60 days after the Grant Recipient completes the project will be subject to Contract termination for cause under s. ATCP 34.20 (1)(a), Wis. Admin. Code.

- C 5. The Grant Recipient shall assume responsibility as a hazardous waste generator, under the Federal Resource Conservation and Recovery Act (RCRA), for hazardous waste received in connection with the project funded by this Contract. As a hazardous waste generator, the Grant Recipient shall comply with applicable requirements under s. 291.21, Wis. Stats., and RCRA. The Grant Recipient shall contract with a hazardous waste contractor as provided in s. ATCP 34.16, Wis. Admin. Code. A signed copy of the Grant Recipient's hazardous waste contract shall be available for review by the Department prior to commencing and throughout grant activities under this Contract. By signing this Contract, the Grant Recipient affirms the hazardous waste contract and contractor complies with s. ATCP 34.16, Wis. Admin. Code, and the corresponding pricing schedule must be provided to the Department prior to any hazardous waste collection events for this contract year. If the Grant Recipient contracts with the hazardous waste contractor that manages the state of Wisconsin's hazardous wastes under the cooperative state purchasing agreement, submittal of the pricing schedule is not needed.
- C 6. The Department may cancel this Contract, in whole or in part, without penalty, if the Grant Recipient violates this Contract or fails to comply with applicable provisions of ss. 93.55 and 93.57, Wis. Stats. or Ch. ATCP 34, Wis. Admin. Code. The grant funding under this Contract is contingent upon the availability of funding. If money is not available for project funding due to non-appropriation of funds, the Department may cancel this Contract, in whole or in part, without penalty.
- C 7. Amendments to this Contract, if any, shall be in writing, mutually agreed upon by the Department and the Grant Recipient, and signed by the authorized representative of the Department and the Grant Recipient. The original grant Contract, General Terms and Conditions, the approved grant application, amendments and referenced statutes and rules shall constitute the entire Contract.
- C 8. This Contract shall take effect upon final signature of the parties, and shall end December 31st of this Contract Year or 30 days after either party notifies the other in writing of its desire to terminate this Contract. This Contract replaces any previous Contracts between the Department and the Grant Recipient.
- C 9. The person who signs this Contract on behalf of the Grant Recipient is authorized to and does commit the Grant Recipient to the terms and conditions of this Contract.

## **ATTACHMENT D**

### **PROJECT BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract shall take precedence.

#### **Village of Coflax**

Expenditures may not exceed the amount of the funds authorized for this Contract.

- D 1. The Grant Recipient shall fund a portion of the Grant Recipient project by providing a contribution in accordance with the provisions of s. ATCP 34.04(5), Wis. Admin. Code. The total dollar value of the contribution shall be a minimum of 25% of the final total project cost. The dollar value amounts shall be reported on reimbursement documents.
- D 2. The Grant Recipient shall pay the hazardous waste contractor the amounts due and owing under the Grant Recipient's hazardous waste contract for the hazardous waste contractor's incurred costs that are to be reimbursed to the Grant Recipient under this project.
- D 3. For permanent collection projects, one or more partial grant fund payments may be provided during the permanent collection project. An interim report containing interim information of the type required under s. ATCP 34.18(2)(b), Wis. Admin. Code, may be required before any partial payment is made.
- D 4. From the contracted funding, up to 50% of a Grant Recipient's cost to collect and dispose of agricultural pesticides and containers received from VSQGs, as defined in s. ATCP 34.02(18), Wis. Admin. Code, who are not agricultural producers, may be reimbursed provided that the requirements of ss. ATCP 34.04(6) and 34.14, Wis. Admin. Code, have been satisfied. The reimbursement percentage shall not exceed 50% of the total cost of the collection from VSQGs unless the administrator of the Department's agricultural resource management division approves a higher percentage rate.
- D 5. A county that receives grant funds for both a farm chemical waste collection project and a household waste collection project may reallocate up to 50% of either project's grant funding to the other project based on unanticipated changes in demand for collection services in either project. Reallocation of funds is prohibited if the reallocation results in a shortage of funds for that project. Documentation for the amount of the transfer and the reasons for the transfer of funds must be provided in the final report.

## ATTACHMENT E

### METHOD OF PAYMENT

Following the execution of this Contract, payment shall be made in conformance with the following:

1. The Department shall not provide reimbursement if the maximum amount of the Contract has been paid to the Grantee.
2. The Department reserves the right to reduce the award if the Grantee has not spent nor allocated funds.

All requests for payment must be completed within sixty (60) days of the date of your last event. Payments that exceed allowable costs incurred and paid by the Grantee pursuant to the terms of this Contract, if outstanding at the expiration of this Contract, shall be repaid to the Department within forty-five (45) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for expenses incurred during the Performance Period.

- E 1. Except as otherwise provided, payment of grant funds to the Grant Recipient shall be made only after the Grant Recipient has completed all activities described in the approved grant application and submitted the final report required, under s. ATCP 34.18, Wis. Admin. Code, to the Department. Grant award payments, less any amounts withheld because of the Grant Recipient's breach of this contract, shall be made within 60 days after submission of final report.
- E 2. The Department shall not pay any grant funds to the Grant Recipient for reimbursement of costs incurred for collecting or disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the Department, the Grant Recipient shall return to the Department any grant funds received by the Grant Recipient for reimbursement of costs not directly related to the project activities described in the grant application.

## ATTACHMENT F

### REPORTING REQUIREMENTS

#### A. Report

The Grantee shall comply with the fiscal and Program reporting requirements of the Division as set forth in the Clean Sweep Manual and/or attachments to this Contract or as requested by the Division.

Reports shall be submitted to the Division in accordance with the directions in Clean Sweep Policy Manual or as directed by the Division. The Department reserves the right to amend and require additional information or reports as needed.

#### B. Program-Specific Reporting Requirements

Final report. A grant recipient shall provide the department with a final report on a clean sweep project within 60 days after the grant recipient completes the project. The department may grant an extension, not to exceed 45 days, if requested within the 60-day period. The final report shall include all of the following:

- (a) The number of persons who delivered chemical waste or if known, unwanted prescription drugs, for collection.
- (b) The types and amounts of chemical wastes and unwanted prescription drugs collected.
- (c) The total cost of the project. The report shall include supporting documentation, including invoices for the transportation and disposal of chemical waste and unwanted prescription drugs, along with invoices/receipts/documentation for all expenses, except salaries, continue to use the Labor Worksheet for any salary expenses.
- (d) An evaluation of the project, including the need for future clean sweeps projects, if any, and the appropriate timing of those projects, an identification of problems and possible solutions, the public information program conducted in connection with the project, and suggestions on how to collect chemical waste or unwanted prescription drugs in the future.
- (e) An estimate of future chemical waste or unwanted prescription drug collection needs.
- (f) The information required under s. ATCP 34.14 (3) if the clean sweep project collects pesticides from very small quantity generators.

a part hereof. In the event of a conflict between any provision contained in the Attachments and any other provision of this Contract, the Attachment provision shall prevail over the conflicting provision in this Contract.

Attachment A – Contract Administrators  
Attachment B – Program Rules  
Attachment C – Scope of Work

Attachment D – Budget  
Attachment E – Method of Payment  
Attachment F – Reporting Requirements

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Contract as of the date this Contract is signed by the Department.

Each undersigned representative of the Department and the Grantee certifies that he or she is fully authorized to enter into the terms of this Contract on behalf of the entity they represent and to execute and legally bind such party to this Contract.

**Village of Coflax**

**DEPARTMENT OF AGRICULTURE,  
TRADE AND CONSUMER  
PROTECTION**

**BY:** \_\_\_\_\_  
**Lynn Niggemann**

**BY:** \_\_\_\_\_  
**Brian Weigel**

**TITLE: Administator**

**TITLE: Administrator**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DUNS #: [000000000]**

## Lynn Niggemann

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**From:** Joseph T. Harrison <joeharrison@baumancpa.com>  
**Sent:** Tuesday, November 1, 2022 2:53 PM  
**To:** Lynn Niggemann  
**Subject:** 2022 Village of Colfax Audit  
**Attachments:** Village of Colfax - 2022 Audit Engagement Letter - Revised.pdf

Good afternoon Lynn –

Attached is a copy of the 2022 audit engagement letter ready for review and approval by the Village board. The fees quoted in this letter are in line with the 10% increase that we discussed in a recent phone call. I also included a \$6,000 single audit fee for the sewer fund. This isn't what the actual fee will end being, merely just a cap on what the fee could be.

If the board approves of the terms please send a signed copy of the letter back to me. Don't hesitate to reach out with any questions on this letter. I wanted to make sure there a no uncertainty before signing this letter.

Once we get a signed letter back I want to start planning prelim dates and audit fieldwork dates. I think early January is a good time to schedule 2-3 days to conduct preliminary audit work and early/mid March for audit wrap up. I think it would go a long way in improving the timing of wrapping up the audit if the accounting/bookkeeping gets cleaned up for the utility capital assets and property tax reconciliation during prelim work in January. If we can addressed those areas in January there is no reason the audit and related filings shouldn't be done by March/early April.

Have a great day!

**Joseph Harrison, CPA**  
**Bauman Associates, Ltd.**  
Certified Public Accountants & Advisors  
PO Box 1225  
Eau Claire, WI 54702-1225  
WEBSITE: [www.baumancpa.com](http://www.baumancpa.com)  
E-MAIL: [joeharrison@baumancpa.com](mailto:joeharrison@baumancpa.com)  
PHONE: 715-834-2001/Toll Free 1-888-952-2866  
FAX: 715-833-2651



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October 31, 2022

To the Village Board of Trustees and Management  
Village of Colfax  
Colfax, Wisconsin

We are pleased to confirm our understanding of the services we are to provide to the Village of Colfax for the year ended December 31, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village of Colfax as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as budgetary comparison schedules, to supplement the Village of Colfax's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Village of Colfax's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. Our understanding is that management does not wish to prepare the MD and A report (required by generally accepted accounting principles), consistent with prior audits. If this is not the case, please inform us, as this will result in additional time and require a revision to the proposed fee. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Budgetary comparison schedules
2. Schedules of the Village's Proportionate Share of Net Pension Asset/Liability and Contributions – WRS pension plan

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as

part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Completeness of utility receivables and revenue – significant risk due to the high volume of recordkeeping associated with quarterly utility billings.
- 2) Completeness of governmental receivables and revenue – significant risk due to the high volume of recordkeeping associated with reconciliation of property taxes.
- 3) Completeness and accuracy/classification of governmental & proprietary capital assets – significant risk due to the fact that these are non-recurring transactions that require subjectivity for account classifications.

As of the date of this letter planning for the 2022 audit has not concluded and modifications may be made to the significant risks identified above. The audit team will communicate any changes to the significant risks with the Village Board and Management.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the Government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Colfax's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village of Colfax's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Village of Colfax's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will assist in preparing the financial statements of the Village of Colfax in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also provide the following nonattest services which have been provided to the Village in the past: a) assistance with formatting the budget to comply with GASB Statement No. 41, b) preparing applicable TIF annual reports, c) preparing the PSC and Form C reports d), assistance with the preparation of drafts of the financial statements and notes, e) updating the depreciation records for all funds of the Village and f) providing accounting services to reconcile and or adjust significant balances to their correct amounts at the end of the year; all based on information provided by management in order to conduct the audit.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award

agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon . Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the tax services, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

The name of the designated official from the Village overseeing these services will be

Lynn Niggemann, Village Administrator-Clerk-Treasurer

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request, schedules that we deem necessary, and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bauman Associates, Ltd and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to United States Department of Agriculture Rural Development or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bauman Associates, Ltd. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Eric Davidson, CPA is the engagement principal and is responsible for supervising the engagement and signing the report.

We will provide copies of our reports to the Village of Colfax; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors including, but not limited to, the time spent as well as the complexity of the services we will perform. In addition, you agree to reimburse us for any out of pocket costs incurred in connection with the performance of our services. Fees and costs will be billed as work progresses and are payable upon receipt.

Our fees for the specific services requested below will be within the following ranges, assuming nothing unusual arises during the engagement:

Audit of the financial statements of the Village (all funds) for the year ended December 31, 2022. This includes presentation of the audit to the Board upon completion of the audit.	\$24,585 – 25,650
Preparation of the Form C for the year ended December 31, 2022.	\$1,650 - \$1,750
Preparation of the PSC report for the year ended December 31, 2022. This includes reporting operations of the non-regulated sewer utility	\$2,700 - \$2,830
Sewer single audit for the year end December 31, 2022 <i>Lagoon Project</i>	\$6,000
Reconciliation of budget to proper basis for presentation in the general fund budgetary comparison schedule per GASB No. 41.	\$720 - \$750



Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to a delinquency charge of 1 ½% per month. This engagement does not include any services not specifically identified in this letter. Fees for accounting services, including the update of depreciation reports, assistance reconciling accounts, and drafting of financial statements and related notes, will be billed at our standard hourly rates. Our standard hourly rates vary from \$100 to \$270 according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Costs associated with the services that you may request would be billed separately. We reserve the right to suspend or terminate our services at any time your account is past due and will not be resumed until your account is paid in full. Should we elect to terminate our services, you will be responsible for all time charges and expenses through the date of termination irrespective of whether we have issued a report. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

In the unlikely event that differences concerning our services or fees should arise as a result of this engagement, each party agrees to submit the dispute to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representative be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Village of Colfax. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.



We appreciate the opportunity to be of service to the Village of Colfax and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

*Bauman Associates, Ltd.*

CERTIFIED PUBLIC ACCOUNTANTS

RESPONSE:

This letter correctly sets forth the understanding of Village of Colfax.

Village Board Trustee Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Owners of  
Bauman Associates, Ltd  
and the Peer Review Committee of the  
Peer Review Alliance

We have reviewed the system of quality control for the accounting and auditing practice of Bauman Associates, Ltd (the firm) in effect for the year ended August 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included audits of employee benefit plans and engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Bauman Associates, Ltd in effect for the year ended August 31, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Bauman Associates, Ltd has received a peer review rating of pass.

*BergankDV, LLC*

Omaha, Nebraska  
February 24, 2021

# Village of Colfax

Date: November 11, 2022

To: Village Board

From: Lynn Niggemann, Administrator-Clerk-Treasurer

Re: Board Member Pay

---

If you recall, the Board was discussing Board Member pay and frequency of Board Meetings about a year ago. If the Board would like to make any changes it would need to be decided with an ordinance change before December 1<sup>st</sup>, 2022 when nomination papers are able to be taken out and filed with the Clerk. The way the state statute reads, 61.193, to change all Board member pay at the same time the ordinance effective date would be April 16<sup>th</sup>, 2024.

I have attached the attorney's response to our questions from 2021.

The Village Ordinance indicates that the Board would need to approve a resolution to modify the pay. I hope to have a drafted resolution prepared by the meeting in the event the Board is ready to take action.

## Lynn Niggemann

---

**From:** Anders Helquist <AHelquist@weldriley.com>  
**Sent:** Thursday, December 30, 2021 10:18 AM  
**To:** Lynn Niggemann  
**Subject:** RE: board pay questions

Good morning Lynn,

Regarding the Board pay question, Wis. Stat. 61.32 was revised and the rules regarding trustee compensation are now in Wis. Stat. 61.193.

The language in Wis. Stat. 61.193 means there cannot be a change in the per diem compensation for quite awhile. Trustee compensation (which is defined to include a per diem) must be established before the earliest time for filing nomination papers for the office of that respective trustee and/or village president. After that date, "no change may be made in the compensation for the office that applies to the term of office" for which the date applies. (Wis. Stat. 61.193(2) (emphasis added)). For example, for those trustee seats that are up for election in April 2022, the deadline/date to change the compensation for those seats has passed and cannot be changed/become effective until those seats are up again in 2024. (I assume the Village does not use the caucus system to select trustees for the ballot, otherwise that caucus date is the cutoff to making changes).

Under the old language of Wis. Stat. 61.32 there may have been an argument that an increase to \$40 results in no "diminished" salary by also going to one meeting per month, but the prohibition on any "change" (which is quite broad) to compensation in Wis. Stat. 61.193 almost prohibits increasing the per diem from \$20 to \$40, even if the net compensation remains the same throughout the year.

After your review, if you or the Board have any further questions regarding the compensation change, please let me know and thanks in advance.

All the best,  
Anders

Anders Helquist, Attorney  
Weld Riley, S.C.  
Phone: 715-839-7786  
Fax: 715-839-8609  
E-mail: [ahelquist@weldriley.com](mailto:ahelquist@weldriley.com)

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**CLIENTS SHOULD NOT FORWARD THIS E-MAIL TO OTHERS. DOING SO RISKS LOSS OF ATTORNEY-CLIENT PRIVILEGE FOR THESE COMMUNICATIONS.**

**From:** Lynn Niggemann <[clerktreasurer@villageofcolfaxwi.org](mailto:clerktreasurer@villageofcolfaxwi.org)>  
**Sent:** Tuesday, December 28, 2021 9:19 AM  
**To:** Anders Helquist <AHelquist@weldriley.com>  
**Subject:** board pay questions

Anders,

Merry Christmas and Happy New Year!

1. The Village Board has requested that there be one regular board meeting per month rather than two regular board meetings per month. They want to try this on a trial basis for 2022. We wanted to pass this by resolution and then change the ordinance if it seems that the meeting will work out fine this way.
2. The Board would then also like to change the regular board meetings from \$20 per meeting to \$40 per meeting. It sounds like they only want the board meeting pay to \$40 and leave all committee meetings at the \$20 per meeting.
  - a. Question is when can the pay change. Wis. State Statute 61.32 states, "salaries heretofore established shall so remain until changed by ordinance and shall not be increased or diminished during their term. So if we change the pay to coincide with the change from one meeting to two meetings, the board pay would change for those in April after the election and then for the others the following term??"

Please call if you have questions regarding what I am looking for.

Thank you.

***Lynn Niggemann***

**Administrator-Clerk-Treasurer**

**Village of Colfax**

**P.O. Box 417**

**613 Main Street**

**Colfax, WI 54730-0417**

**P: 715-962-3311; C: 715-308-9986; F: 715-962-2221**

**[ClerkTreasurer@villageofcolfaxwi.org](mailto:ClerkTreasurer@villageofcolfaxwi.org)**

**Population 1,102 as of January 1, 2021**

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## Village of Colfax Ordinance

### SEC. 2-2-8 SALARIES.

The Village President and other Trustees who make up the Village Board, whether operating under general or special law, may by majority vote of all the members of the Village Board determine that a salary be paid the President, Trustees, and other Village officials and employees. The salaries and compensation to be paid to Village officers and employees shall be annually determined by resolution of the Village Board. Salaries heretofore established shall so remain until changed by ordinance and shall not be increased or diminished during their terms of office.

State Law Reference: Sec. 61.32, Wis. Stats











605 Pine After 2 of 3



605 Pine After 3 of 3











## Zoning Board of Appeals – November 2<sup>nd</sup>, 2022

On November 2<sup>nd</sup>, 2022 at 6:00 p.m., the Zoning Board of Appeals met at the Village Hall, 613 Main Street, Colfax, WI. Members Present: Mark Mosey -Chair, Rich Bautch and Gene Gibson. Excused: Mark Kiekhafer and Jason Johnson. Other present: Jeanne Anderson, Dave Hovre, Administrator-Clerk-Treasurer Niggemann and Leanne Ralph with the Messenger.

**Nominate Chair** – A motion was made by Gibson and seconded by Bautch to elect Mosey as the chair. A voice vote was taken and the motion carried.

**Public Appearances** – Hovre expressed that he does not have any concerns of the property changing hands, however he does not want the property to re-zone to agriculture.

**Open Public Hearing** – A motion was made by Gibson and seconded by Bautch to open the Public Hearing at 6:03 p.m. All in favor and no one opposed. Motion carried and the Public Hearing is Open.

All public hearing notices was published in the Colfax Messenger, posted at the Clerk's office, in front of the Village Hall, at the Post Office and the Colfax Laundromat and the notices were mailed to the appropriate surrounding properties.

**Request for Rezoning-Jeanne Anderson – Dunn Street/ R-5 Multi-family to Ag-1 Agriculture** – Application to re-zone has been submitted to change the 2.04 acre lot from R-5 Multi-family to Ag-1 Agriculture. Anderson explained that she would have a primary residence on the lot along with an out building to house up to two horses and a fenced in pasture. Niggemann explained that the details for the water/sewer are still being reviewed to determine the best option.

Anderson explained that she did not want to cause any problems with the neighbors or other Village residents. If she cannot have her horse she was not interested in finalizing the purchase of the lot.

Other discussion items to consider when considering the re-zoning to Agriculture include the Village creation of Tax Increment District 5 and the Comprehensive Plan expecting the south end of Dunn Street vacant parcels to be developed as multi-family. There was a concern regarding the smell, however it was followed up with the fact that the land on the east side of Dunn Street is agriculture and there is fertilizers spread on that ground which is a much larger capacity.

### **Close Public Hearing**

A motion was made by Gibson and seconded by Bautch to close the public hearing. All members voted in favor of closing the Public Hearing. Motion carried.

**Discussions to include/Zoning, Comprehensive Plan, Previous Development, and Water/Sewer to Property-** All Committee member present expressed the same concerns mentioned above that they were concerned about smell. The land assessment value of taxes for agriculture is less than residential, however there would still be taxes assessed on the structures at the regular net mill rate. The approval of re-zone would go against the Village plan for multi-family housing.

A motion was made by Gibson and seconded by Bautch to recommend to the Village Board to leave the zoning as R-5 Multi-family and deny the request to re-zone to Ag-1- Agriculture. Voting For: Mosey, Gibson and Bautch. Voting Against: none. Motion carried.

**Adjourn** – A motion was made by Mosey and seconded by Bautch to adjourn the meeting at 6:46 p.m. All members voted in favor of adjourning the meeting. Meeting adjourned.

Mark Mosey, Chair

Attest: Lynn Niggemann  
Administrator-Clerk-Treasurer

## COLFAX RESCUE OCTOBER REPORT

### MUNICIPALITIES RESPONDED TO:

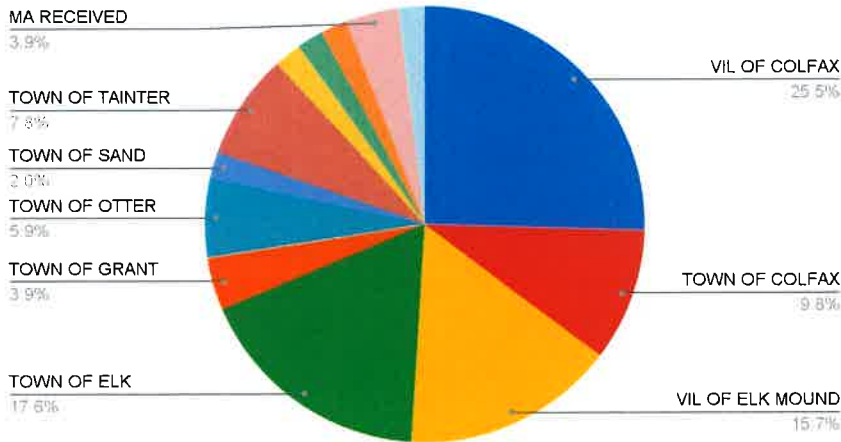
VILLAGE OF COLFAX	13
TOWN OF COLFAX	5
VILLAGE OF ELK MOUND	8
TOWN OF ELK MOUND	9
TOWN OF GRANT	2
TOWN OF OTTER CREEK	3
TOWN OF SAND CREEK	1
TOWN OF TAITNER	4
VILLAGE OF WHEELER	1
BOYCEVILLE MUTUAL AID	1
MENOMONIE MUTUAL AID GIVEN	1

**TOTAL CALLS FOR SERVICE 49**

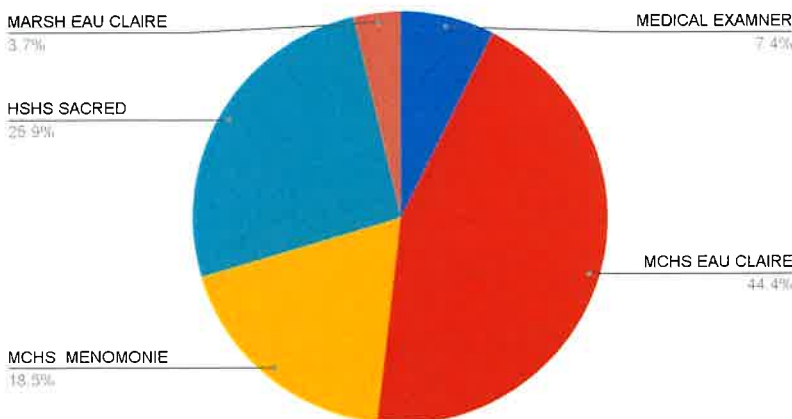
### RECEIVING FACILITIES:

MAYO EAU CLAIRE	12
MAYO MENOMONIE	5
HSHS SACRED HEART	7
MARSHFIELD EAU CLAIRE	1
MAYO ONE - CHILDRENS	1
CANCELED/REFUSED/STDBY	18
MEDICAL EXAMINER	2
MENOMONIE MUTUAL AID RCV'D	2
BLOOMER MUTUAL AID RCV'D	1

### MUNICIPALITIES 2022



### RECEIVING FACILITIES 2022



**FLEET:**

	Beginning Mileage	month end mileage	Yearly Mileage	Fuel Cost pump price	Maintenance	Hours	fleet operation cost per mile
M7 (2011 Dodge)	89014	98103.1	9089.1	\$4,528.97	\$469.49	247	\$0.55
M8 (2014 Dodge)	70408	75179.8	4771.8	\$2,486.14	\$1,250.72	146	\$0.78
<b>Total 2022</b>			<b>13860.9</b>	<b>\$7,015.11</b>	<b>\$1,720.21</b>	<b>116</b>	<b>\$0.63</b>

**FINANCIAL:**

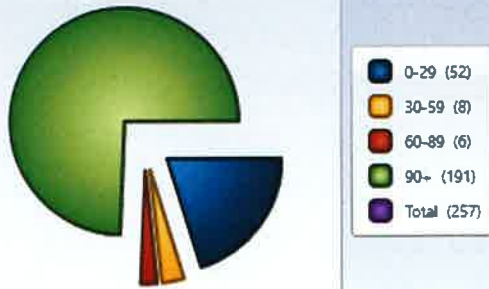
**Billing Stats**

Waiting To Be Printed: 15  
 Incomplete Bills: 1  
 Bills Needing Payors: 0  
 Bills Needing Rebilled: 3  
 Imported Bills: 0  
 Total Pending Bills: 257

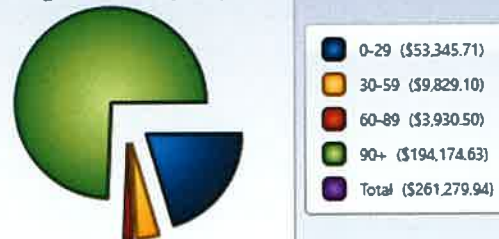
**Billing Stats**

Current Month New Trips: 15  
 Current Month Trips Billed: 45  
 Current Month Transactions Posted: 175

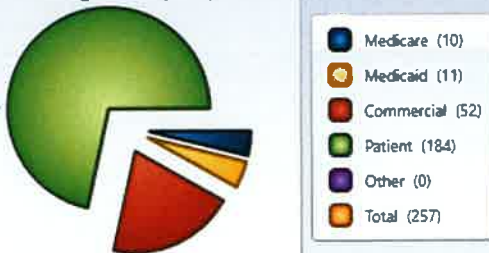
Pending Bills by Days Old



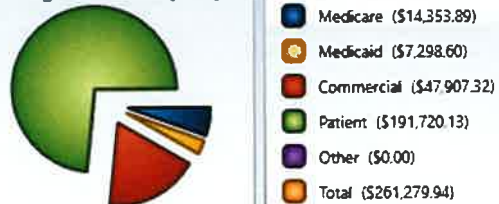
Pending Amount by Days Old



Pending Bills by Payor



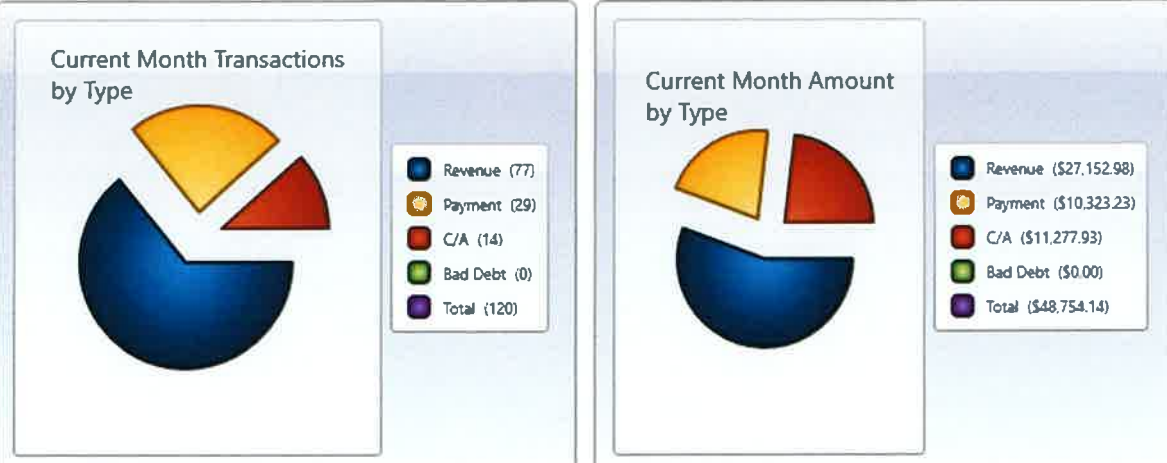
Pending Amount by Payor



### AR Stats

A/R Balance YTD: \$262,584.18

A/R Balance Last Month: \$257,032.36



### CRS NOTES:

- OCTOBER FINISHED UP THE FOOTBALL GAMES THAT WE COVERED HENSE THE LARGER NUMBER OF REFUSED/CANCELED/STANDBY NUMBERS.
- THE VILLAGE OF COLFAX OPTED TO USE THE FLEX GRANT TOWARDS THE PURCHASE OF AN AMBULANCE. SPECIFICATIONS WERE SENT OUT WITH THE DEADLINE FOR BIDS BEING NOVEMBER 14 AT NOON, WITH AWARDING OF BIDS THAT NIGHT AT THE VILLAGE BOARD MEETING.
- I HAVE ALREADY HAD ONE PERSON STOP IN AND WANT TO BID ON THE OLDER AMBULANCE. IT WAS EXPLAINED THAT MANUFACTURING LEAD TIME IS 12-18 MONTHS AND WE WILL NOT BE BIDDING TILL WE KNOW WHEN DELIVERY WILL BE.
- WE ARE RECEIVING QUOTES FOR PAGER FROM THE COMPEER GRANT WE RECEIVED.
- WE ARE IN THE PROCESS OF GATHERING INFORMATION THE NEW BILLING COMPANY WILL NEED TO START BILLING FOR US JANUARY 1, 2023.
- OCTOBER TRAINING WAS RANDOM SKILL REVIEW WITH SACRED HEART STAFF. THE RANDOM SKILLS WERE 12 LEADS, TRACTION SPLINTING, INTRAOSSEOUS INSERTION, NOSE BLEEDS HOW TO CONTROL THEM USING HEMOSTATIC GAUZE WITH THE USE OF OXYMETAZOLINE AND DIRECT PRESSURE.
- A CONTRACT FOR GARAGE SPACE AT ELK MOUND FIRE WAS DRAFTED AND IT IS NOW BEING REVIEWED IN ELK MOUND.
- M7 IS IN FOR A BRAKE JOB AT NORDEN ROAD REPAIR IN MENOMONIE AS THE LAST INSPECTION SHOWED REPLACEMENT WAS NEEDED. IT WAS ALSO FOUND THE FRONT EXTENDER PLATE LUG NUTS WERE SHOWING WEAR SO FOR SAFETY THEY ARE BEING REPLACED.
- COLFAX RESCUE SHOWED THE AMBULANCE OFF TO COLFAX KINDERGARTENERS DURING FIRE PREVENTION WEEK.
- DON HAS TAUGHT HALF THE STAFF AT COLFAX PUBLIC SCHOOLS CPR/FIRST AID. THE CLASSES ARE DONE ON DON'S TIME NOT CRS TIME.
- **THANK YOU VETERANS FOR YOUR SERVICE!** VETERANS DAY NOVEMBER 11.

WILLIAM J. ANDERSON  
CHIEF OF POLICE



**COLFAX POLICE DEPARTMENT**

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

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

OCTOBER 2022 POLICE REPORT

Printed on November 10, 2022

CFS Date/Time	Description	Primary Units
10/01/22 10:32:47	STRAY/DEAD ANIMAL	212
10/02/22 19:54:42	EMERGENCY	CXMD7
10/02/22 21:20:57	SUSPICION	508
10/03/22 20:09:52	TRAFFIC STOP	508
10/04/22 10:18:59	CITY/COUNTY	501
10/04/22 11:34:35	CITY/COUNTY	501
10/04/22 16:51:48	TRAFFIC RELATED	
10/04/22 17:38:48	DEATH	ME1, M2, CXMD8, 228
10/05/22 11:02:24	STRAY/DEAD ANIMAL	501
10/05/22 13:35:44	ATV / UTV	501
10/05/22 15:53:51	TRAFFIC ACCIDENT -	501
10/06/22 12:53:16	EMERGENCY	CXMD7
10/06/22 13:20:40	DEATH- NATURAL	ME2
10/06/22 17:47:24	PAPER SERVICE	214
10/06/22 19:27:54	CHECK WELFARE ON	508
10/07/22 07:29:58	ALARM	CF1, CXMD7
10/07/22 11:13:01	EMERGENCY	CXMD7
10/07/22 11:53:15	WARRANT ATTEMPTS	207, 501
10/07/22 17:56:34	MISCELLANEOUS -	
10/07/22 18:28:33	PUBLIC RELATIONS	CXMD8
10/08/22 09:08:31	911 HANG UP CALL -	220
10/08/22 22:04:11	REPOSSESSION	228
10/09/22 08:42:54	EMERGENCY	CXMD7
10/09/22 11:03:07	ASSIST OTHER	228
10/11/22 11:30:53	PUBLIC RELATIONS	222
10/11/22 14:32:34	EMERGENCY	CXMD7
10/11/22 21:10:34	PAPER SERVICE	214
10/12/22 08:06:35	PUBLIC RELATIONS	CXMD8
10/13/22 14:14:17	FRAUD/ FORGERY/	501
10/13/22 14:18:46	PROPERTY	501
10/13/22 14:45:35	911 HANG UP CALL -	501
10/14/22 19:31:57	TRAFFIC STOP	205
10/14/22 19:54:19	TRAFFIC STOP	508
10/14/22 20:02:50	TRAFFIC STOP	508
10/15/22 12:42:42	911 HANG UP CALL -	
10/15/22 18:53:08	TRAFFIC STOP	508
10/15/22 19:12:42	TRAFFIC STOP	508
10/15/22 20:34:57	EMERGENCY	CXMD7, 508
10/16/22 19:48:17	TRAFFIC STOP	508
10/17/22 22:53:09	SUSPICION	508, 219

<b>CFS Date/Time</b>	<b>Description</b>	<b>Primary Units</b>
10/18/22 16:16:25	EMERGENCY	CXMD7, 230
10/18/22 16:16:35	911 HANG UP CALL -	
10/19/22 02:27:28	DEATH	ME3
10/19/22 19:51:22	CRIMESTOPPERS	508
10/20/22 08:34:49	PUBLIC RELATIONS	222
10/20/22 14:10:55		501
10/23/22 14:05:29	EMERGENCY	CXMD8
10/24/22 16:58:21	MENTAL CASE	508
10/24/22 19:40:54	SUSPICION	508
10/25/22 11:09:20	BURNING	
10/26/22 19:25:43	EMERGENCY	229, CXMD7
10/27/22 08:40:27	PUBLIC RELATIONS	222
10/27/22 09:06:11	911 HANG UP CALL -	
10/27/22 19:27:43	TRAFFIC STOP	508
10/27/22 21:40:26	FIRE	508, CXMD7, CF1
10/28/22 17:08:13	ATTEMPT TO	215, 508
10/28/22 18:52:03	TRAFFIC STOP	508
10/29/22 23:50:24	TRAFFIC STOP	508
10/30/22 14:01:07	PUBLIC RELATIONS	508
10/31/22 19:00:16	BURNING	
10/31/22 21:01:47	911 HANG UP CALL -	229

**Total Records: 61**



2921 Ingalls Road  
Menomonie, WI 54751

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

## Activity Report

Village of Colfax

October

Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/> 10/4/2022	Ciszewski	Footing	Passed	
<input type="checkbox"/> 10/6/2022	Brooks	Electrical Hook-up	Passed	
<input type="checkbox"/> 10/6/2022	Homes By Croix Creek	Insulation	Passed	
<input type="checkbox"/> 10/17/2022	Ciszewski	Slab Plumbing	Passed	
<input type="checkbox"/> 10/26/2022	Willis	Electrical Hook-up	Passed	
<input type="checkbox"/> 10/26/2022	Willis	Permit Issued		Electrical Upgrade



# Weber Inspections

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

# Building Permit

## Village of Colfax

Date 10/26/22

Issued to: Stephanie Willis / Lew Electric.

Address: 413 Roosevelt St. , Colfax Wis. 54730

Project: Electric Upgrade.

### Permits Issued:

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

Paid

### Inspections Needed:

Yes  No

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	<b>VILLAGE OF COLFAX UNIFORM BUILDING PERMIT APPLICATION</b>	Application No. <b>2022-16</b>
		Parcel No.

**PERMIT REQUESTED**     Constr.     HVAC     Electric     Plumbing     Erosion Control    Other:

Owner's Name <b>Brian Lonsdo</b>	Mailing Address <b>P.O. Box 272, Colfax, WI 54730</b>	Tel. <b>715-505-6555</b>
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address

**PROJECT LOCATION**    Lot area \_\_\_\_\_ Sq. ft.    \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4, of Section \_\_\_\_\_, T \_\_\_\_\_, N, R \_\_\_\_\_ E (or) W

Building Address: **503 E. Third Ave.**    Subdivision Name \_\_\_\_\_    Lot No. \_\_\_\_\_    Block No. \_\_\_\_\_

Zoning District(s) \_\_\_\_\_    Zoning Permit No. \_\_\_\_\_    Setbacks:    Front \_\_\_\_\_ ft.    Rear \_\_\_\_\_ ft.    Left \_\_\_\_\_ ft.    Right \_\_\_\_\_ ft.

<b>1. PROJECT</b> <input type="checkbox"/> New <input type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Raze <input type="checkbox"/> Addition <input type="checkbox"/> Move <input type="checkbox"/> Other:	<b>3. OCCUPANCY</b> <input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other:	<b>6. ELECTRICAL</b> Entrance Panel Amps: _____ <input type="checkbox"/> Underground <input type="checkbox"/> Overhead	<b>9. HVAC EQUIPMENT</b> <input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Basebd/ Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Cond. <input type="checkbox"/> Other:	<b>12. ENERGY SOURCE</b> Fuel    Nat Gas    LP    Oil    Elec    Solid    Solar Space Htg <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Water Htg <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Dwelling unit has 3 kilowatt or more in electric space heating equipment capacity.
<b>2. AREA INVOLVED</b> Unfn. _____ Bsmt _____ Sq Ft Living Area _____ Sq Ft Garage _____ Sq Ft Deck _____ Sq Ft	<b>4. CONST. TYPE</b> <input type="checkbox"/> Site-Built <input type="checkbox"/> Mfd: <input type="checkbox"/> WI UDC <input type="checkbox"/> U.S. HUD	<b>7. FOUNDATION</b> <input type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> Other:	<b>10. SEWER</b> <input type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit No.:	<b>13. HEAT LOSS</b> _____ BTU/HR Total Calculated Envelope and Infiltration Losses ("Maximum Allowable Heating Equipment Output" on Energy Worksheet; "Total Building Heating Load" on WIScheck report)
	<b>5. STORIES</b> <input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other: <input type="checkbox"/> Plus Basement	<b>8. USE</b> <input type="checkbox"/> Seasonal <input type="checkbox"/> Permanent <input type="checkbox"/> Other:	<b>11. WATER</b> <input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well	<b>14. EST. BUILDING COST</b> \$ <b>1200.00</b>

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** Brian W Lonsdo    **DATE SIGNED** 10-24-22

**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.

Fence

Municipality Number of Dwelling Location  
**1 7 1 1 1**

<b>FEES:</b> Plan Review \$ _____ Inspection \$ _____ Wis. Permit Seal \$ _____ Other \$ _____ Total \$ <b>10.00</b>	<b>PERMIT(S) ISSUED</b> <input type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control	<b>PERMIT ISSUED BY:</b> Name <u>George Entzminger</u> Date <u>10-24-22</u> Tel. <u>715-962-4402</u> Cert No. _____
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Wisconsin Division  
of Safety and Buildings  
  
Wisconsin Stats. 101.63, 101.73

**VILLAGE OF COLFAX  
UNIFORM BUILDING PERMIT APPLICATION**

Application No.  
2022- ~~017~~ 17  
  
Parcel No.

**PERMIT REQUESTED**     Constr.    HVAC    Electric    Plumbing    Erosion Control   Other:

Owner's Name <i>Wick Albricht</i>	Mailing Address <i>306 Main St. Colfax, WI 54730</i>	Tel. <i>715-308-6053</i>
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address

**PROJECT LOCATION**    Lot area \_\_\_\_\_ Sq. ft.    \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4, of Section \_\_\_\_\_, T \_\_\_\_\_ N, R \_\_\_\_\_ E (or) W

Building Address *306 Main*    Subdivision Name \_\_\_\_\_    Lot No. \_\_\_\_\_    Block No. \_\_\_\_\_

Zoning District(s) \_\_\_\_\_    Zoning Permit No. \_\_\_\_\_    **Setbacks:**    Front \_\_\_\_\_ ft.    Rear \_\_\_\_\_ ft.    Left \_\_\_\_\_ ft.    Right \_\_\_\_\_ ft.

<b>1. PROJECT</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Raze <input type="checkbox"/> Addition <input type="checkbox"/> Move <input type="checkbox"/> Other: <i>Roof</i>	<b>3. OCCUPANCY</b> <input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other:	<b>6. ELECTRICAL</b> Entrance Panel Amps: _____ <input type="checkbox"/> Underground <input type="checkbox"/> Overhead	<b>9. HVAC EQUIPMENT</b> <input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Basebd/ Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Cond. <input type="checkbox"/> Other:	<b>12. ENERGY SOURCE</b> Fuel    Nat Gas    LP    Oil    Elec    Solid    Solar Space Htg <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Water Htg <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Dwelling unit has 3 kilowatt or more in electric space heating equipment capacity.
<b>2. AREA INVOLVED</b> Unfin. _____ Sq Ft Bsmt _____ Sq Ft Living Area _____ Sq Ft Garage _____ Sq Ft Deck _____ Sq Ft	<b>4. CONST. TYPE</b> <input type="checkbox"/> Site-Built <input type="checkbox"/> Mfd: <input type="checkbox"/> WI UDC <input type="checkbox"/> U.S. HUD	<b>7. FOUNDATION</b> <input type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> Other:	<b>10. SEWER</b> <input type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit No.:	<b>13. HEAT LOSS</b> _____ BTU/HR Total Calculated Envelope and Infiltration Losses ("Maximum Allowable Heating Equipment Output" on Energy Worksheet; "Total Building Heating Load" on WIScheck report)
	<b>5. STORIES</b> <input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other: <input type="checkbox"/> Plus Basement	<b>8. USE</b> <input type="checkbox"/> Seasonal <input type="checkbox"/> Permanent <input type="checkbox"/> Other:	<b>11. WATER</b> <input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well	<b>14. EST. BUILDING COST</b> \$ <i>10,300</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** *[Signature]*    **DATE SIGNED** *Oct 31, 22*

**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.

*New Roof*

Municipality Number of Dwelling Location  
*1 7 1 1 1*

<b>FEES:</b> Plan Review \$ _____ Inspection \$ _____ Wis. Permit Seal \$ _____ Other \$ _____  Total \$ <i>5.00</i>	<b>PERMIT(S) ISSUED</b> <input type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control	<b>PERMIT ISSUED BY:</b> Name <i>George Entzminger</i> Date <i>10-31-22</i> Tel. <i>715-962-4402</i> Cert No. _____
--	---	--

Distribution:  Copy 1 - Issuing Jurisdiction     Copy 2 - Owner/Agent     Copy 3 - Inspector

## Lynn Niggemann

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**From:** DOTNLW@MAD08H60330.AD.DOT.STATE.WI.US on behalf of WisDOT Local Programs <DOTLocalPrograms@dot.wi.gov>  
**Sent:** Monday, October 3, 2022 12:46 PM  
**To:** clerktreasurer@villageofcolfaxwi.org  
**Subject:** STP-Local update

**Importance:** High

Dear STP-Local Program Applicant:

Thank you for your application for the Federal Fiscal Year (FFY) 2023-2026 Surface Transportation Program (STP)-Local. The STP-Local program component provides federal funding to Wisconsin communities located in census defined areas of less than 50,000 population to improve deteriorating roadways that are functionally classified as minor collectors or local roadways.

The Wisconsin Department of Transportation (WisDOT) received an unprecedented number of STP-Local applications this program cycle.

In total, 705 applications with roughly \$ 681M dollars in associated project costs competed for an available \$25M dollars of STP-Local funding. Unfortunately, your project was not selected for funding in this solicitation.

The Wisconsin Department of Transportation (WisDOT) will be soliciting additional STP-Local projects through supplemental solicitations for FFY 2024-2026. Information regarding the supplemental STP-Local FFY 2024 project solicitation is anticipated to be released in late October 2022. Additionally, regular STP program cycles will resume in spring 2023 and previous STP-Local applicants are encouraged to apply.

\*More information about the FFY 2023-2026 STP-Local solicitation can be found here: >  
<https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/bil-lp.aspx> <

Regards,

Merrill Mechler-Hickson

Local Roads Programs & Finance Section Chief Bureau of Transit, Local Roads, Railroads & Harbors/II send a WisDOT Division of Transportation Investment Management

4822 Madison Yards Way, 6th Floor South, Madison, WI 53705

(608) 261-8977 desk; (414) 308-3984 mobile [Merrill.MechlerHickson@dot.wi.gov](mailto:Merrill.MechlerHickson@dot.wi.gov)