

**Village of Colfax**  
**Regular Board Meeting Agenda**  
**Monday, December 12<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 –November 28<sup>th</sup>, 2022
  - b. Audit & Finance Committee Minutes – December 5<sup>th</sup>, 2022
  - c. Special 2023 Budget Public Hearing – December 8<sup>th</sup>, 2022
  - d. Review Statement of Bills Pooled Checking–November 28<sup>th</sup>, 2022 to December 11<sup>th</sup>, 2022
  - e. Review Statement of Bills Solid Waste & Recycling Checking- November 28<sup>th</sup>, 2022 to December 11<sup>th</sup>, 2022
  - f. Training Request - none
  - g. Facility Rental - none
  - h. Licenses
    - i. Operator's License-December 12<sup>th</sup>, 2022 to June 30<sup>th</sup>, 2023-Mariah Smith-The Blind Tiger
    - ii. Operator's License–December 12<sup>th</sup>, 2022 to June 30<sup>th</sup>, 2023-Bryce Smetana–Viking Bowl
    - iii. Street Use Permit–Timber Technologies, LLC-January 1<sup>st</sup>, 2023 to December 31<sup>st</sup>, 2023
    - iv. Secondhand Jewelry Permit – Twice Blessed Treasures/Nancy Odom Mouledoux-January 1<sup>st</sup>, 2023 to December 31<sup>st</sup>, 2023
    - v. License to Operate Mobile Home Park-Pleasant Valley Properties, LLC-January 1<sup>st</sup>, 2023 to December 31<sup>st</sup>, 2023
7. Consideration Items
  - a. Annual Tax Incremental District (TID) – Josh Lowe
    - i. Resolution 2022-08 – Acknowledgement of annual reports and compliance of annual meeting
    - ii. Discussion on Future Plans with the TID's
  - b. Bremer Bank- Depository Pledge Agreement
  - c. 2023 Landfill Monitoring Agreement Award
    - i. CBS Squared
    - ii. Short Elliot Hendrickson, Inc
  - d. Review Village Rates – possible action
8. Committee/Department Reports – (no action)
  - a. November Building Permits
    - i. Weber Inspections
    - ii. George Entzminger
  - b. Colfax Police Department Report-November 2022
  - c. Elevator Minutes - September–November 2022
  - d. Library Board Minutes - June–November 2022
9. Adjourn

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

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

## Village Board Meeting November 28<sup>th</sup>, 2022

On November 28<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 (until 7:40 pm), Stene, Prince and Albright. Others present included Kelly Hendrickson, Barbara Black, Public Works Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

**Public Comments** – No comments were made by the public.

### Minutes

**Regular Board Meeting Minutes –November 14<sup>th</sup>, 2022-** A motion was made by Trustee M. Burcham and seconded by Trustee Prince to approve the Regular Board meeting minutes from November 14<sup>th</sup>, 2022. A voice vote was taken with all members voting in favor. Motion carried.

### Review Statement of Bills –November 13<sup>th</sup>, 2022 to November 27<sup>th</sup>, 2022

#### Review Statement of Bills Solid Waste & Recycling Checking – November 13<sup>th</sup>, 2022 to November 27<sup>th</sup>, 2022

A motion was made by Trustee M. Burcham and seconded by Trustee Davis to approve both the Village of Colfax Statements of Bills and the Solid Waste & Recycling Bills for November 13<sup>th</sup>, 2022 to November 27<sup>th</sup>, 2022. A voice vote was taken with all members voting in favor. Motion carried.

**Training Request – Brett Sajdera-11/29/2022-Boyceville-Bloodborne Pathogens, Hazard Communication and Control of Hazardous Training-** A motion was made by Trustee Stene and seconded by Trustee Prince to approve the training for Brett Sajdera in Boyceville for Bloodborne Pathogens, Hazard Communication and Control of Hazardous Training on November 29, 2022. A voice vote was taken with all members voting in favor. Motion carried.

### Facility Rental – None

#### Licenses

**Temporary Class “B”/”Class B” Retailers License – Colfantastic Events- Christmas in the Village-Saturday, December 3<sup>rd</sup>, 2022 – noon to 7 pm-** A motion was made by Trustee Prince and seconded Trustee Davis to approve the Temporary Class “B”/”Class B” Retailers License for the Colfantastic Event, Christmas in the Village for Saturday, December 3<sup>rd</sup>, 2022 from noon to 7pm. A voice vote was taken with all members voting in favor. Motion carried.

**Operator’s License - November 28<sup>th</sup>, 2022 to June 30<sup>th</sup>, 2023- Scott Shelley – Express Mart** - A motion was made by Trustee Davis and seconded by Trustee M. Burcham to approve the Operator’s Licenses for the term November 28<sup>th</sup>, 2022 to June 30<sup>th</sup>, 2023 for Scott Shelley at Express Mart. A voice vote was taken with all members voting in favor. Motion carried.

### Consideration Items

#### Village Insurance Review for 2023

**Health Insurance** – Niggemann generated a spreadsheet which provides a comparison of rates between the current insurance as it would be on January 1, 2023, to the Exemplar/Liberty Mutual and Allstate in conjunction with the Gap deductible policy. The Village will have a reduction in cost which would equal approximately a twelve percent decrease. The estimated annual premium costs are \$113,609.76 and \$116,248.68. The Allstate policy is slightly higher in cost and the maximum out of pocket cost for the employees is \$500 higher for an individual and up to \$1,500 higher for a family. Both plans have a very broad network and the employees will be able to use either Marshfield or Mayo as their providers. Niggemann is recommending that the Board approves moving forward with the Exemplar/Liberty Mutual Health Insurance with Benefit Advisors in conjunction with the Gap policy with Morgan White Group with a \$4,500 benefit which brings the maximum out-of-pocket down to \$2,500 individual deductible/\$5,000 family deductible. A motion was made by Trustee Davis and seconded by Trustee M. Burcham approve the Liberty Mutual/Exemplar health insurance plan and the Morgan White Group Gap policy. Voting For: Trustees Prince, Stene, Jenson, Rud, Davis, M. Burcham and Albright. Voting Against: none. Motion carried.

**Dental Insurance /Life Insurance** – The Village of Colfax has received a quote on dental and life insurance to compare to the current rates. The provided charts show the current dental and life insurance rates with United Health Care

Insurance in comparison to rates with Companion Life rates for dental and life insurance. The rates reflect a savings to the Village of approximately \$1,500. A motion was made by Trustee Jenson and seconded by Trustee Rud to approve the Companion Life dental and life insurance. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

**Supplemental Insurances** – Niggemann explained that she would like to have the employees meet with the insurance agent to determine if they are interested in changing their employee paid supplemental plans from the current carrier to the Companion Life policies. Niggemann is looking for approval from the Board to allow the employees to decide which supplement plans they would like to go with. A motion was made by Trustee Stene and seconded by Trustee M. Burcham to allow the employees to decide with supplement insurance policies they are interested in going with for 2023. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

**Budget Review 2023** – The Board went over the budget worksheets. After discussions, some items that the Board suggested include costs of getting a WI-FI extender or WI-FI for Village Hall, Village Hall Heat to \$2,000, Cemetery buildings and grounds paint and re-shingle the cemetery building, does the Police need a new door? \$3,000, why does the library have a zero for office supplies? Does the \$1,500 donation to the youth baseball program come from the funds that Whitetail Golf donated years ago and what is that balance? Is Timber Tech payment accounted for in the TIF expense budget? And increase the sewer plant equipment to \$8,500. Niggemann will implement the changes and verify numbers to prepare updated worksheets for the Audit and Finance Committee meeting on December 5<sup>th</sup>, 2022 at 8 pm.

**Public Hearing December 8<sup>th</sup>, 2022 7 pm** – Niggemann explained that the budget hearing has been scheduled for December 8<sup>th</sup>, 2022 at 7 pm. The meeting gives the Village residents a chance to speak on behalf of the budget and for the Board to consider any last changes.

**2023 Maintenance Assessment Agreement - Barbara Zempel** – A motion was made Trustee M. Burcham and seconded Trustee Stene to approve the 2023 Maintenance Assessment Agreement with Barbara Zempel. Voting For: Trustees Stene, Rud, Prince, Davis, M. Burcham and Albricht. Jenson was not available to vote. Voting Against: none. Motion carried.

**Determine Date(s) for personnel Committee Meeting(s)** – The Board has decided to meet December 5<sup>th</sup>, 2022 at 6 pm to begin the employee evaluations and determine another date that evening if necessary.

**Adjourn** – A motion was made by Trustee M. Burcham and seconded by Trustee Prince to adjourn the meeting at 8:18 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

\_\_\_\_\_  
Jody Albricht, Village President

Attest:

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

## **Audit & Finance Committee Minutes-December 5, 2022**

On December 5, 2022, the Village Board met to hold the Audit & Finance Committee Meeting at 7:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members present: President Albricht, Trustees M. Burcham, Rud, Stene and Prince. Excused: Trustee Davis and Jenson. Others present included: Administrator-Clerk-Treasurer Niggemann.

### **Review 2023 Budget/General Fund/Rescue Squad/Solid Waste & Recycling/Water/Sewer**

Niggemann discussed the rough draft of the Budget for all funds. The Board members discussed each line item and asked questions and added their input regarding projects to be considered. Changes requested by the Village Board included a decrease of Capital Outlay for Police by \$2,500 and an increase of \$2,500 to the Street Department Equipment. A few other minor changes would reflect possible adjustments to wages and benefits.

**Review Village Tax Levy-** Niggemann explained expenditure restraint, how the allowable budget levy worksheet helps determine what amount the Village can levy for. With the current calculations, prior to adjusting for the decrease for the debt payment of \$1,100 and the Village levy amount at \$486,182.

**Review Net Tax Mill Rate –** With the levy at \$486,182, the estimated tax rate would be a decrease of approximately \$1.50 and be \$20.07 rounded to two places.

Next meeting will be the Budget Hearing on Thursday, December 8<sup>th</sup>, 2022 at 7:00 p.m.

**Adjourn –**A motion was made by Trustee M. Burcham and seconded by Trustee Stene to adjourn the meeting at 8:43 p.m. A voice vote was taken with all members voting in favor.

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Jody Albricht, Village President

Attest: Lynn Niggemann  
Administrator-Clerk-Treasurer

## Special Budget Public Hearing - Board Meeting – December 8, 2022

On December 8, 2022, the Village Board met to hold the Special Budget Public Hearing at 7:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members present: President Albricht, Trustees M. Burcham, Rud (by telephone) and Jenson (by telephone). Excused: Trustees Prince, Stene and Davis. Others present included: Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

### Public Hearing

A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to open the Public Hearing at 7:08 p.m. A voice vote was taken with all members voting in favor to open the public hearing. Voting Against: none. Motion carried. Noted no public was present.

A motion was made by Trustee M. Burcham and seconded by Trustee Rud to close the Public Hearing at 7:10 p.m. A voice vote was taken with all members voting in favor to close the public hearing. Voting Against: none. Motion carried.

### 2023 Budge Discussions and Actions

**General Fund Budget/Village of Colfax Tax Levy Amount** – Niggemann explained that the combined revenue and expense worksheets represent the changes from the prior meeting which included the move of capital outlay from the police to the street equipment, adding the Audit portion of the cost to the TID districts and verify amounts for the wages and health insurance. The Board needs to decide which accounts to move the \$28,045 to. A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to approve the 2023 General Fund Budget as presented with the revenues and expenses totaling \$1,307,219. Voting For: Trustees M. Burcham, Rud, Jenson and Albricht. Voting Against: none. Motion carried. Trustee M. Burcham modified her motion to include moving the \$28,045 to the Streets Capital Outlay for street projects. Trustee Jenson seconded the amendment. Voting for the amendment to the motion: Trustees M. Burcham, Jenson, Rud and Albricht. Motion carried.

The Village of Colfax had an allowable budget levy amount of \$486,182. There is an allowable increase of \$5,411 for prior year unused funds and the Village debt payment reflects a decrease of \$1,100. The maximum levy is \$490,493. The budget was calculated with the \$485,082. A motion was made by Trustee M. Burcham and seconded by Trustee Rud to set the Village of Colfax Tax Levy to \$485,082. Voting For: Trustees M. Burcham, Rud, Jenson and Albricht. Voting Against: none. Motion carried.

### Rescue Squad Budget/Solid Waste & Recycling Budget/Water Budget/Sewer Budget

A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to approve the Rescue Squad Budget at \$525,508, Solid Waste & Recycling at \$168,791, Water at \$281,260 and Sewer at \$211,749. Voting For: Trustees Rud, M. Burcham, Jenson and Albricht. Voting Against: none. Motion carried.

**Set Tax Levy** – The Village levy was composed of \$312,889 for the Village expenses and the solid waste & recycling per capita levy, \$32,777 for the Ambulance per capita levy \$77,721 for the General Fund debt and \$61,695 for the Library levy to total \$485,082. A motion was made by Trustee M. Burcham and seconded by Trustee Rud to approve the Tax Levy with Resolution No. 2021-20, in the amount of \$485,082. Voting For: Trustees Rud, M. Burcham, Jenson and Albricht. Voting Against: none. Motion carried.

**Adjourn** –A motion was made by Trustee M. Burcham and seconded by Trustee Jenson to adjourn the meeting at 7:20 p.m. A voice vote was taken with all members voting in favor.

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Jody Albricht, Village President

Attest: Lynn Niggemann  
Administrator-Clerk-Treasurer

## POOLED CHECKING ACCOUNT

## Accounting Checks

Posted From: 11/28/2022 From Account:  
Thru: 12/11/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
MWG	12/01/2022	MORGAN WHITE GROUP	1,077.94
RAM	12/10/2022	RAM SOFTWARE	250.00
UHS	12/01/2022	UHS PREMIUM BILLING	233.03
XCEL	12/02/2022	XCEL ENERGY	4,247.29
78510	11/30/2022	24-7 TELCOM	24.95
78511	11/30/2022	ARAMARK UNIFORM SERVICE, INC	187.26
78512	11/30/2022	AT&T MOBILITY	526.61
78513	11/30/2022	AYRES ASSOCIATES	3,400.00
78514	11/30/2022	BOUND TREE MEDICAL, LLC	212.88
78515	11/30/2022	BREMER BANK	193,562.50
78516	11/30/2022	CAPITAL ONE	34.20
78517	11/30/2022	CARLTON DEWITT	40.00
78518	11/30/2022	CENTURY LINK	124.18
78519	11/30/2022	COLFAX COMMUNITY FIRE DEPT	5,615.36
78520	11/30/2022	CUSTOM WOODWORK & BUILDING SUPPLY, INC	125.00
78521	11/30/2022	DANIELS SHARPSMART, INC	285.71
78522	11/30/2022	FIRST SUPPLY LLC-EAU CLAIRE	630.51
78523	11/30/2022	GOTO COMMUNICATIONS INC	75.60
78524	11/30/2022	GP DESIGNS	634.20
78525	11/30/2022	HAWKINS, INC.	1,402.67
78526	11/30/2022	HENRY SCHEIN	1,367.64
78527	11/30/2022	HUEBSCH LAUNDRY CO	47.45
78528	11/30/2022	JOLENE ALBRICHT	21.09
78529	11/30/2022	LEADER TELEGRAM	399.15
78530	11/30/2022	MID-AMERICAN RESEARCH CHEMICAL	954.04
78531	11/30/2022	MISSISSIPPI WELDERS SUPPLY CO.	128.01
78532	11/30/2022	PITNEY BOWES GLOBAL FINANCIAL SERVICES	143.55
78533	11/30/2022	PITNEY BOWES INC	91.29
78534	11/30/2022	SENN BLACKTOP, INC	13,818.00
78535	11/30/2022	STAPLES	210.80
78536	11/30/2022	T-MOBILE	29.40
78537	11/30/2022	TAINTER MACHINE	155.00
78538	11/30/2022	THE PLUMBER	410.47

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/28/2022 From Account:  
Thru: 12/11/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
78539	11/30/2022	W.S. DARLEY & CO.	207.61
AFLAC	11/29/2022	AFLAC	410.06
EFTPS	12/08/2022	EFTPS-FEDERAL-SS-MEDICARE	6,475.63
WIDOR	12/08/2022	WI DEPARTMENT OF REVENUE	1,009.64
WIETF	11/30/2022	WI DEPT OF EMPLOYEE TRUST FUNDS	6,811.45
CHARTER	11/30/2022	CHARTER COMMUNICATIONS	147.97
CHARTER	12/05/2022	CHARTER COMMUNICATIONS	623.13
WIDCOMP	12/08/2022	WISCONSIN DEFERRED COMPENSATION	270.00
PRINCIPAL	12/01/2022	PRINCIPAL LIFE INS. CO.	913.18
Grand Total			247,334.45

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 11/28/2022 From Account:  
Thru: 12/11/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
1192	11/30/2022	AT&T MOBILITY	33.48
1193	11/30/2022	BOBCAT PRO	575.00
1194	11/30/2022	FIRST CHOICE	1,252.26
1195	11/30/2022	JACK P BEVER	3,796.61
1196	11/30/2022	JOHNSON ROLL-OFF SERVICE, LLC	12,888.55
1197	11/30/2022	LIBERTY TIRE SERVICES LLC	628.43
1198	11/30/2022	MYERS SEPTIC SERVICE	120.00
Grand Total			19,294.33



# 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: 16976

TO THE BOARD OF THE VILLAGE OF COLFAX, WISCONSIN:

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2023, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

Answer the following questions fully and completely: (PLEASE PRINT)

NAME Mariah Lynn Smith  
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715-704-1939 Email Address MSmith200319@gmail.com

Current Address E8490 895th AVE Colfax 54730 15 yrs.  
(Street) (City) (Zip Code) (yrs. at address)

Previous Address E8490 895th AVE Colfax 54730  
(Street) (City) (Zip Code)

Date of Birth [REDACTED] Age 18

Place of Employment The Blind Tiger

### 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] 11/15/2022  
(Chief of Police or designated staff Signature) (Date)

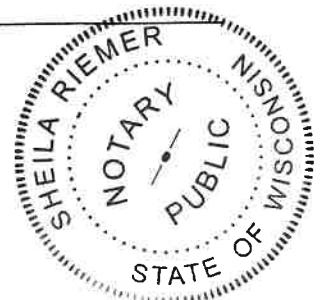
### STATE OF WISCONSIN/ DUNN COUNTY

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 15 day of Nov., 20 22.

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



Date Received: 11-15-22 Date to the Board: 12-12-22 Approved or Denied

# Serving Alcohol



is proud to present this certificate to

**Mariah Smith**

for successful completion of the online course

## Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- \* CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- \* OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- \* RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- \* DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- \* ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

Verify online at  
[servingalcohol.com](http://servingalcohol.com)

**Verification Code**  
vDEyjNRBXa

**Date Issued**  
Nov 14th, 2022

**VALID FOR 2 YEARS**

**This is not a Wisconsin operators/bartenders license.**

**This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.**

**Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>**

**Wisconsin Alcohol Seller/Server Course**

**Name: Mariah Smith**

**Certification Date: Nov 14th, 2022**

**Certificate Code: vDEyjNRBXa**

**Verify Online: [servingalcohol.com](http://servingalcohol.com)**

**125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.**

**SERVING ALCOHOL INC**

**VALID FOR 2 YEARS**

**Learn more about this wallet card at <http://servingalcohol.com/wallet-card>**

# 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: \_\_\_\_\_

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

I, hereby apply for a license to serve, from date hereof to JUNE 30, 2023, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

Answer the following questions fully and completely: (PLEASE PRINT)

NAME Bryce Lee Smetana  
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715-828-0418 Email Address Smetana1@yahoo.com

Current Address 1117 15th Ave. Bloomer 54724  
(Street) (City) (Zip Code) (yrs. at address)

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

Date of Birth \_\_\_\_\_ Age 33

Place of Employment Viking Bowl

### POLICE DEPT APPLICABLE OFFENSE CRITERIA

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

Recommendation  Approve     Deny    Wm. J. Johnson 11/29/2022  
(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 Bryce Lee Smetana  
Signature of Applicant

Subscribed and sworn before me this 28<sup>th</sup> day of Nov, 20 22.

Lynn M. Niggemann 05-07-2023  
(Signature of Notary Public) (Commission Expires)

Date Received: 11-28-2022 Date to the Board: 12-12-22 Approved or Denied





**LEARN 2 SERVE™**

## CERTIFICATE OF COMPLETION

This certifies that

Bryce Smetana

is awarded this certificate for

**Wisconsin Responsible Beverage Server Training**



Completion Date  
11/25/2022



Expiration Date  
11/24/2024



Certificate #  
WI-00607841

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

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

## STREET USE/PRIVILEGE PERMIT RECOMMENDATION AND APPROVAL

Applicant (s)/Responsible Party:

Timber Technologies LLC

Address & Phone Number:

106 Bremer Ave

Date and Duration of Requested Permit:

11/1/23 - 12/31/23

Purpose/Description:

To enable our loader to access ~~the~~ our lot next to the spur.

Location/Street

Cedar Street

The undersigned applicant(s) hereby request from the Colfax Village Board, a temporary permit to occupy and use municipal streets for the above stated purpose, and to operate necessary equipment thereon. The applicant(s) will be required to execute and file with the Village Clerk-Treasurer a bond in an amount determined by the Director of Public Works, not exceeding Ten Thousand Dollars (\$10,000.00), conditioned that the applicant indemnify, defend, and hold the Village and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the Village on account of any injury to or death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. Upon request, the Village Board may waive this requirement. As evidence of the applicant's ability to perform the conditions of the permit, the applicant may be required to furnish a Certificate of Comprehensive General Liability Insurance with the Village of Colfax. The applicant may be required to furnish a performance bond prior to being granted the permit.

A Street Use Permit for an event in progress may be terminated by the Village President or a law enforcement officer if the health, safety or welfare of the public appears to be endangered by activities generated as a result of the event, or the event is in violation of any of the conditions of the permits or ordinances of the Village of Colfax. The Village President or a law enforcement officer has the authority to revoke a permit or terminate an event in progress if the event organizers fail to comply with any of the regulations in the street use permit policy or conditions stated in the permit.

Dale Schifano (Applicant) 11/29/22 (Date)

DPW/Police Dept. /Building Inspector Recommendation: [Signature] (Signature) 01/29/2022 (Date)

Approved By Village Board President: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

Project Name: \_\_\_\_\_ Parcel #: \_\_\_\_\_

Fee: \$5.00 Received on 29<sup>th</sup> day of Nov, 2022 BY: Lynn Niggemann

Street Use/Privilege Permit Doc.

Revised 07/31/2015

# 10979

RB 12-5-22

# Village of Colfax

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

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

## APPLICATION FOR SECONDHAND JEWELRY DEALER

Date: 12/3/22

Name: NANCY ODOM MOULDESOUX

Business: TWICE BLESSED TREASURES

Address: 605 MAIN ST., P.O. BOX 199, COLFAX

Phone: 715 309 9350

Seller's Permit No: 456-1021709623-03

NONREFUNDABLE FEE: \$30.00  
RECEIPT # CK 2309

Nancy O. Moulesoux  
Applicant's Signature

Police Chief Notification: 

RECEIVED  
DEC 05 2022  
Village of Colfax

# Village of Colfax

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

Jody Albright, President  
Lynn Niggemann, Administrator-Clerk-Treasurer

## January 1, 2023 – December 31, 2023 Application for License to Operate Mobile Home Park

Annual Fee: \$100.00 for each fifty (50) mobile home spaces or fraction thereof

I hereby apply for license to operate a mobile home park in the Village of Colfax, Wisconsin under Charter 13-1-187 of the Municipal Code of the Village of Colfax and hereby agree to comply with all provisions of said ordinance and any amendments thereof, if license is granted to me.

Name of Applicant

Pleasant Valley Properties of WI LLC

Address of Applicant

301 Bremer Ave.

Location and legal description of park

Park Drive

Name and address of owner of park

Pleasant Valley Properties of WI LLC - John and Peter Scharlau 301 Bremer Ave., Colfax

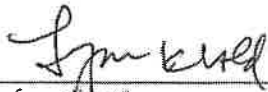
Dimension of park

Sanitary facilities of park

public

Maximum number of mobile homes that park will accommodate 54

Signature of applicant



11/23/2022

Date



## **Village of Colfax, Wisconsin**

Annual Tax Increment District Review

December 12, 2022





# TID 3

District Classification  
 Creation Date 9/10/2002  
 Creation Year 2002  
 End of Expenditure Period 2024  
 Maximum Life of District (Final Year) 2029  
 Final Revenue Year 2030

Fund Balance  
 12/31/2021  
 \$207,054

Construction Year	Valuation Year	Revenue Year	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	Sharing from TID No. 4	2013		2016 Prom. Note \$410,000	2015 G.O. Note \$350,000	Other Expenses	Total Expenses	Annual Balance	Cumulative Balance	Principal Outstanding End of Year
								G.O. Bonds \$1,310,000	Total Revenues							
2019	2020	2021														
2020	2021	2022		4,211,800	23.26	97,983	27,444	27,250	125,407	49,268	40,384	3,000	119,903	5,504	207,054	374,670
2021	2022	2023		3,423,300	23.26	79,523	27,444	26,750	107,067	49,268	40,384	3,000	119,403	(12,335)	212,558	252,921
2022	2023	2024	807,400	4,230,700	23.26	98,402		26,200	98,402	49,268	40,384	3,000	86,584	31,818	200,223	128,968
2023	2024	2025		4,230,700	23.26	98,402		25,600	98,402		40,966		86,566	31,837	232,041	65,743
2024	2025	2026		4,230,700	23.26	98,402			98,402					98,402	263,678	(0)
2025	2026	2027		4,230,700	23.26	98,402			98,402					98,402	362,280	
2026	2027	2028		4,230,700	23.26	98,402			98,402					98,402	460,683	
2027	2028	2029		4,230,700	23.26	98,402			98,402					98,402	559,085	
2028	2029	2030		4,230,700	23.26	98,402			98,402					98,402	657,487	
2029														98,402	755,889	

- Any new projects in this District?
  - Potentially amend project plan for 1/2 mile projects
  - Expenditure period ends in 2024
- Close the District?
  - Enough balance to pay remaining debt after 2023
  - If no new projects, consider closing the District and return value to tax base
- Affordable housing extension
  - One additional year of increment for affordable housing anywhere in Village.



# Affordable Housing Extension

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- Maximum life of TID extended one year; additional year of tax increment can be used as follows:
  - ✓ At least 75% of the funds must be used for affordable housing, meaning housing that costs a household no more than 30 percent of the household's gross monthly income.
  - ✓ Remaining portion must be used to improve housing stock.
- Funds can be used anywhere in the community and funds do not have to be spent within one year.

# Affordable Housing Funds: Potential Uses

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- Incentives for new home construction
  - ✓ Single family
  - ✓ Senior & workforce
  - ✓ Rental & owner-occupied
- Affordable housing studies & planning work
- Infrastructure improvements
  - ✓ Façade improvements
  - ✓ First-time homebuyer forgivable loans
  - ✓ Down payment assistance
- Municipality's acquisition of property
  - Grant programs
    - ✓ Rental rehabilitation
    - ✓ Code compliance

# TID 4

District Classification: Mixed Use  
 Creation Date: 2/22/2006  
 Creation Year: 2006  
 End of Expenditure Period: 2021  
 Maximum Life of District (Final Year): 2026  
 Final Revenue Year: 2026

Fund Balance  
 12/31/2021  
 \$127,085

Construction Year	Valuation Year	Revenue Year	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	Transfer to TID No. 3	Timber Tech Payment	2021 G.O. Note	Other Expenses	Total Expenses	Annual Balance	Cumulative Balance
2019	2020	2021											127,085
2020	2021	2022		2,284,900	23.26	53,145	27,444	17,217	122,000	3,000	169,661	(116,516)	10,569
2021	2022	2023		4,424,300	23.26	102,905	27,444	17,217		3,000	47,661	55,244	65,813
2022	2023	2024	59,200	4,483,500	23.26	104,282		17,217		3,000	20,217	84,065	149,878
2023	2024	2025		4,483,500	23.26	104,282		17,217		3,000	20,217	84,065	233,944
2024	2025	2026		4,483,500	23.26	104,282		13,916		3,000	16,916	87,366	321,310

- Should increase in 2022 have gone to TID 5?
- We are working with assessor to determine answer
- This will affect when the TID can be closed
- Affordable housing extension?

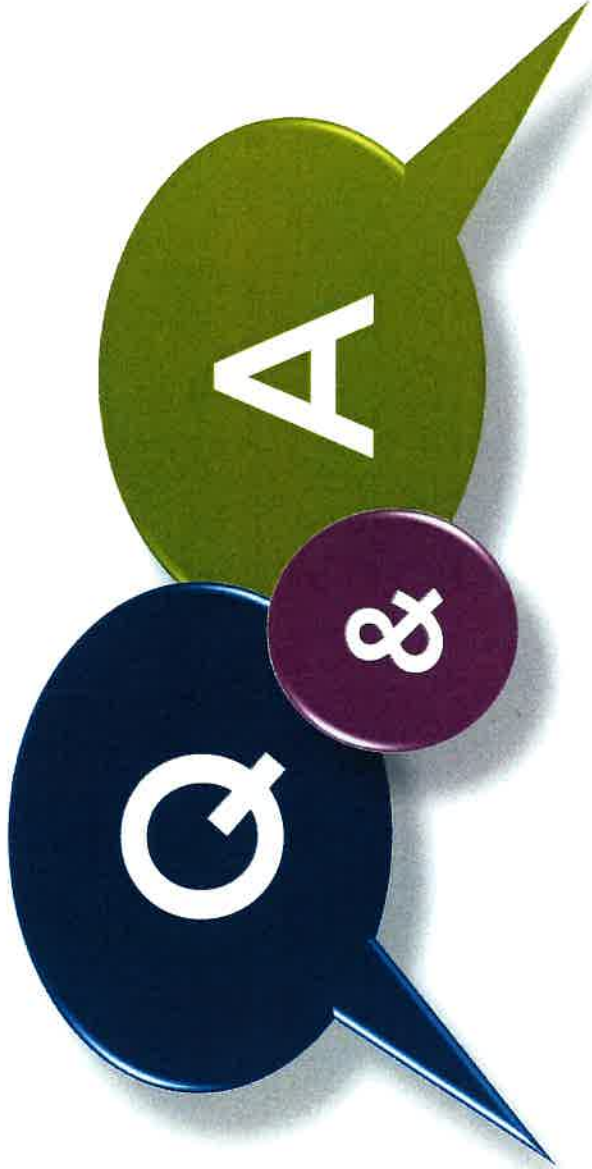
# TID 5

District Classification: Mixed Use  
 Creation Date: 9/13/2021  
 Creation Year: 2021  
 End of Expenditure Period: 2036  
 Maximum Life of District (Final Year): 2041  
 Final Revenue Year: 2042

Fund Balance  
 12/31/2021  
 (\$59,507)

Construction Year	Valuation Year	Revenue Year	New Valuation	TID Value Increment	Tax Rate	Projected Tax Increment	Other Expenses	Total Expenses	Annual Balance	Cumulative Balance
2019	2020	2021			23.26	0	3,000	3,000	(3,000)	(59,507)
2020	2021	2022			23.26	10,648	3,000	3,000	7,648	(62,507)
2021	2022	2023	457,800	457,800	23.26	10,648	3,000	3,000	7,648	(54,859)
2022	2023	2024	457,800	457,800	23.26	10,648	3,000	3,000	7,648	(47,211)
2023	2024	2025	457,800	457,800	23.26	10,648	3,000	3,000	7,648	(39,563)
2024	2025	2026	457,800	457,800	23.26	10,648	3,000	3,000	7,648	(31,915)
2025	2026	2027	457,800	457,800	23.26	10,648	3,000	3,000	7,648	(24,267)
2026	2027	2028	457,800	457,800	23.26	10,648	3,000	3,000	7,648	(16,619)
2027	2028	2029	457,800	457,800	23.26	10,648	3,000	3,000	7,648	(8,971)
2028	2029	2030	457,800	457,800	23.26	10,648	3,000	3,000	7,648	(1,323)
2029	2030	2031	457,800	457,800	23.26	10,648	3,000	3,000	7,648	6,325
2030	2031	2032	457,800	457,800	23.26	10,648	3,000	3,000	7,648	13,973
2031	2032	2033	457,800	457,800	23.26	10,648	3,000	3,000	7,648	21,621
2032	2033	2034	457,800	457,800	23.26	10,648	3,000	3,000	7,648	29,269
2033	2034	2035	457,800	457,800	23.26	10,648	3,000	3,000	7,648	36,917
2034	2035	2036	457,800	457,800	23.26	10,648	3,000	3,000	7,648	44,565
2035	2036	2037	457,800	457,800	23.26	10,648	3,000	3,000	7,648	52,213
2036	2037	2038	457,800	457,800	23.26	10,648	3,000	3,000	7,648	59,861
2037	2038	2039	457,800	457,800	23.26	10,648	3,000	3,000	7,648	67,509
2038	2039	2040	457,800	457,800	23.26	10,648	3,000	3,000	7,648	75,157
2039	2040	2041	457,800	457,800	23.26	10,648	3,000	3,000	7,648	82,805
2040	2041	2042	457,800	457,800	23.26	10,648	3,000	3,000	7,648	90,453

- No debt for the new TID created in 2021
- Negative fund balance paid for District creation and some Dunn. St. Improvements



# Prior Year Correction

TID302WI      2022 Statement of Changes in TID Value      Date: 06/09/22  
 Wisconsin Department of Revenue      Page: 320 of 1388  
 Equalization Bureau

County      17      Dunn      Special District - 1      None  
 Village      111      Colfax      Special District - 2      None  
 TID #      003      TID Type - Blight post-95      Special District - 3      None  
 School District      1176      Sch D of Colfax      Union High      None

### Current Year Value

	Assessed Value *	Ratio	DOR Full Value	Amended Full Value **	Final Full Value
Non-Manufacturing Real Estate and Personal Property	\$6,699,200	96.55%	\$6,938,600		\$6,938,600
Manufacturing Real Estate			\$645,200		\$645,200
Manufacturing Personal Property			\$26,500		\$26,500
Prior Year Corrections:					
Non-Manufacturing Real Estate and Personal Property			-\$807,400		-\$807,400
Manufacturing Real Estate			\$0		\$0
Manufacturing Personal Property			\$0		\$0
Frozen Overlap Value					\$1,057,300
Current Year TID Value					\$7,860,200
2021 TID Base Value					\$4,436,900
TID Increment Value					\$3,423,300

\* Municipal Assessor's final values filed on 06/08/2022  
 \*\* Amended Full Value based on information from Municipal Assessor

### Changes in TID Equalized Values

2021 TID Value	\$8,648,700	2022 TID Value	\$7,860,200	Dollar Change	-\$788,500	% Change	-9
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<b>Form PE-300</b>	<b>TID Annual Report</b>	<b>2021 WI Dept of Revenue</b>
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<b>Section 1 - Municipality and TID</b>					
Co-muni code <b>17111</b>	Municipality <b>COLFAX</b>	County <b>DUNN</b>	Due date <b>07/01/2022</b>	Report type <b>ORIGINAL</b>	
TID number <b>003</b>	TID type <b>2</b>	TID name <b>N/A</b>	Creation date <b>09/10/2002</b>	Mandatory termination date <b>09/10/2029</b>	Expected termination date <b>N/A</b>

<b>Section 2 - Beginning Balance</b>	<b>Amount</b>
TID fund balance at beginning of year	<b>\$178,173</b>

<b>Section 3 - Revenue</b>	<b>Amount</b>
Tax increment	\$85,409
Investment income	\$68
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$24,892
Sale of property	\$0
Allocation from another TID	
TID number      004	\$36,126
Developer guarantees	
Transfer from other funds	
Grants	
Other revenue	
<b>Total Revenue (deposits)</b>	<b>\$146,495</b>



Form PE-300	<b>TID Annual Report</b>	<b>2021</b> WI Dept of Revenue
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Section 4 - Expenditures	Amount
Capital expenditures	\$0
Administration	\$0
Professional services	\$1,586
Interest and fiscal charges	\$9,349
DOR fees	\$0
Discount on long-term debt	\$0
Debt issuance costs	\$0
Principal on long-term debt	\$106,679
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
Developer grants	
Developer name N/A	\$0
Transfer to other funds	
Other expenditures	
<b>Total Expenditures</b>	<b>\$117,614</b>

Section 5 - Ending Balance	Amount
TID fund balance at end of year	\$207,054
Future costs	\$154,150
Future revenue	\$774,670
Surplus or deficit	\$827,574

Section 6 - Preparer/Contact Information	
Preparer name <b>Joseph Harrison</b>	Preparer title <b>Principal</b>
Preparer email <b>joeharrison@baumancpa.com</b>	Preparer phone <b>(715) 834-2001</b>
Contact name <b>Lynn Niggemann</b>	Contact title <b>Administrator Clerk Treasurer</b>
Contact email <b>ClerkTreasurer@villageofcolfaxwi.org</b>	Contact phone <b>(715) 962-3311</b>

<b>Form PE-300</b>	<b>TID Annual Report</b>	<b>2021</b> WI Dept of Revenue
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<b>Submission Information</b>	
Co-muni code	17111
TID number	003
Submission date	06-30-2022 03:56 PM
Confirmation	TIDAR20210508O1656620968887
Submission type	ORIGINAL

Form PE-300	<b>TID Annual Report</b>	<b>2021</b> WI Dept of Revenue
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Section 1 - Municipality and TID					
Co-muni code <b>17111</b>	Municipality <b>COLFAX</b>	County <b>DUNN</b>	Due date <b>07/01/2022</b>	Report type <b>AMENDED</b>	
TID number <b>004</b>	TID type <b>6</b>	TID name <b>N/A</b>	Creation date <b>02/22/2006</b>	Mandatory termination date <b>02/22/2026</b>	Expected termination date <b>N/A</b>

Section 2 - Beginning Balance	Amount
TID fund balance at beginning of year	<b>\$14,214</b>

Section 3 - Revenue	Amount
Tax increment	\$47,128
Investment income	\$0
Debt proceeds	\$120,000
Special assessments	\$0
Shared revenue	\$1,168
Sale of property	\$0
Allocation from another TID	
TID number	\$0
Developer guarantees	
Developer name	\$0
Transfer from other funds	
Source	\$0
Grants	
Source	\$0
Other revenue	
Source	\$0
<b>Total Revenue (deposits)</b>	<b>\$168,296</b>

Form PE-300	<b>TID Annual Report</b>	<b>2021</b> WI Dept of Revenue
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Section 4 - Expenditures	Amount
Capital expenditures	\$0
Administration	\$150
Professional services	\$19,149
Interest and fiscal charges	\$0
DOR fees	\$0
Discount on long-term debt	\$0
Debt issuance costs	\$0
Principal on long-term debt	\$0
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
TID number      003	\$36,126
Developer grants	
Developer name    N/A	\$0
Transfer to other funds	
Fund	\$0
Other expenditures	
Name	\$0
<b>Total Expenditures</b>	<b>\$55,425</b>

Section 5 - Ending Balance	Amount
TID fund balance at end of year	\$127,085
Future costs	\$166,710
Future revenue	\$166,710
Surplus or deficit	\$127,085

Section 6 - Preparer/Contact Information	
Preparer name <b>Joseph Harrison</b>	Preparer title <b>Principal</b>
Preparer email <b>joe.harrison@baumancpa.com</b>	Preparer phone <b>(715) 834-2001</b>
Contact name <b>Lynn Niggemann</b>	Contact title <b>Administrator Clerk Treasurer</b>
Contact email <b>ClerkTreasurer@villageofcolfaxwi.org</b>	Contact phone <b>(715) 962-3311</b>

<b>Form PE-300</b>	<b>TID Annual Report</b>	<b>2021</b> WI Dept of Revenue
------------------------	--------------------------	-----------------------------------

<b>Submission Information</b>	
Co-muni code	<b>17111</b>
TID number	<b>004</b>
Submission date	<b>10-30-2022 08:34 PM</b>
Confirmation	<b>TIDAR20210508A1667179966688</b>
Submission type	<b>AMENDED</b>

## DEPOSITORY PLEDGE AGREEMENT

Village of Colfax, WI ("Depositor") has selected BREMER BANK, NATIONAL ASSOCIATION and BREMER INVESTMENTS INC. ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type permissible by law ("Governing Statutes"). WELLS FARGO SECURITIES, LLC ("WFS") and WELLS FARGO BANK, N.A. ("WFBNA") (collectively, the "Custodians"), acting as collateral agent for Depositor, have agreed to hold the pledged securities in safekeeping pursuant to the terms of this Depository Pledge Agreement dated as of November 17, 2022 (the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodians agree as follows:

1. GRANT OF SECURITY INTEREST; INSTRUCTIONS REGARDING COLLATERAL. Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodians and reflected on Custodians' records as being pledged to Depositor (the "Collateral"), Minnesota shall be the jurisdiction of the Collateral, and Custodians agree to hold all Collateral deposited with them, and to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. Until Depositor has the right to compel sale of the Collateral under Paragraph 7 hereof, Custodians may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Except as otherwise set forth in this Agreement, Instructions to Custodians regarding disposition of Eligible Securities shall be given in accordance with the terms of the WFS Customer Agreement and WFBNA Safekeeping Agreement that the Bank has entered into with the Custodians. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodians with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodians be responsible for determining whether the pledged securities are "Eligible Securities".

2. AMOUNT OF COLLATERAL. The aggregate market value of Eligible Securities held by Custodians at all times during the term of this Agreement must be in an amount not less than 110 % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but unpaid interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodians be responsible for determining whether the aggregate market value of the Collateral equals or exceeds the Required Collateral Value.

3. WITHDRAWALS AND SUBSTITUTIONS OF COLLATERAL. If the aggregate market value of Collateral held by Custodians at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodians with a written withdrawal authorization signed by an authorized representative of Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodians at any time by providing Custodians with a written substitution notice from an authorized representative of the Bank, provided that the market value of the Collateral following such substitution would equal or exceed

the Required Collateral Value. A substitution notice may be provided by overnight delivery, regular mail, facsimile, email or other means acceptable to Custodian. If Bank elects to require Depositor's written consent on a substitution notice in connection with any substitution complying with this section, Depositor agrees to provide it promptly upon Bank's request. Custodians shall be entitled to rely on, and Bank and Depositor agree to hold Custodians harmless from any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice.

4. **BANK'S OBLIGATIONS.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **CUSTODIANS' OBLIGATIONS.** Custodians shall perform the duties and obligations required of Custodians hereunder, in accordance with the provisions of the Governing Statutes. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodians shall promptly identify such Eligible Securities on their books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to Depositor and Bank a duplicate receipt of such Collateral at the address indicated below the signature of each party. Depositor may only waive delivery of Collateral receipts by a written notification to Custodian that is signed by an authorized individual identified on the Exhibit A hereto or as subsequently amended.

6. **INDEMNIFICATION.** Depositor agrees to indemnify and hold harmless Custodians, their officers, directors, employees and agents, against claims, liabilities or expenses (including reasonable attorneys' fees) arising out of Custodians' compliance with any instructions from Depositor or Bank with respect to the Collateral, except if such claims, liabilities or expenses are caused by Custodians' gross negligence or willful misconduct. Bank agrees to indemnify and hold harmless Custodians, their officers, directors, employees and agents, against claims, liabilities or expenses (including reasonable attorneys' fees) arising out of Custodians' compliance with any instructions from Bank with respect to the Collateral, except if such claims, liabilities or expenses are caused by Custodians' gross negligence or willful misconduct.

7. **DEFAULT AND REMEDIES.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodians to sell the Collateral or any part thereof at public or private sale, after providing Bank at least (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodians shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodians shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. TERMINATION OF AGREEMENT. Any party to this agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. SUCCESSORS AND ASSIGNS. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors and assigns, heirs and personal representatives.

10. MISCELLANEOUS. The headings of this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

**(Signatures appear on the next page)**



DEPOSITOR: Village of Colfax, WI

By: \_\_\_\_\_

Title: Administrator-Clerk-Treasurer

Name: Lynn Niggemann

Address:

613 Main Street

Colfax, WI 54730

Telephone No.: 715-962-3311

Email: [clerktreasurer@villageofcolfaxwi.org](mailto:clerktreasurer@villageofcolfaxwi.org)

BANK:

BREMER BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Title: Corporate Treasurer

Name: John Sjaastad

Address:

Attn: Brent Heller

380 ST. PETER STREET, SUITE 500

ST PAUL, MN. 55102

Telephone No.: 651-726-6051

Email: [bhheller@bremer.com](mailto:bhheller@bremer.com)

BANK SUBSIDIARY: Bremer Investments Inc.

By: \_\_\_\_\_

Title: Corporate Treasurer / John Sjaastad

Address:

380 ST PETER STREET, STE 500

ST PAUL, MN. 55102

Telephone No.:

Facsimile No.:

Email:

CUSTODIAN: Wells Fargo Securities, LLC Brokerage Account Number: 1AB22642

By: \_\_\_\_\_

Name:

Title: Operations Officer

Address for notice: 90 South 7<sup>th</sup> Street, 5<sup>th</sup> Floor, MAC N9305-05F Minneapolis, MN 55402

Email: [WFSPLedge@wellsfargo.com](mailto:WFSPLedge@wellsfargo.com)

Telephone: 800-645-3751 Option 3

Fax No.: 855-838-5722

CUSTODIAN: Wells Fargo Bank, N.A. Safekeeping Account Number: 1AB22642

By: \_\_\_\_\_

Name:

Title: Operations Officer

Address for notice: 90 South 7<sup>th</sup> Street, 5<sup>th</sup> Floor, MAC N9305-05F Minneapolis, MN 55402

Email: [WFSPLedge@wellsfargo.com](mailto:WFSPLedge@wellsfargo.com)

Telephone: 800-645-3751 Option 3

Fax No.: 855-838-5722

**ADDENDUM "A"**  
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement.

- |    |                          |             |
|----|--------------------------|-------------|
| 1. | Jody Albricht            |             |
|    | (Name) Village President | (Signature) |
| 2. | Anne Jenson              |             |
|    | (Name)                   | (Signature) |
| 3. | Lynn Niggemann           |             |
|    | (Name)                   | (Signature) |
| 4. |                          |             |
|    | (Name)                   | (Signature) |
| 5. |                          |             |
|    | (Name)                   | (Signature) |

**ADDENDUM "B"**  
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement.

- |     |        |  |             |
|-----|--------|--|-------------|
| 6.  |        |  |             |
|     | (Name) |  | (Signature) |
| 7.  |        |  |             |
|     | (Name) |  | (Signature) |
| 8.  |        |  |             |
|     | (Name) |  | (Signature) |
| 9.  |        |  |             |
|     | (Name) |  | (Signature) |
| 10. |        |  |             |
|     | (Name) |  | (Signature) |

## **CBS Squared Inc.**

### **Agreement for Professional Services**

This agreement is effective as of December 7, 2022 between the Village of Colfax (Client) and CBS Squared, Inc. (Consultant).

In accordance with the Master Agreement dated September 12<sup>th</sup>, 2016, this letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the scope of services below.

**SCOPE:** Consultant understands that the Client is requesting landfill engineering services for calendar years 2023-2024 monitoring. Consultant will provide monitoring of four ground water wells at the landfill and two private wells located down gradient of the landfill. Consultant will conduct monitoring in accordance with the April 12, 2002 Expedited Plan Modification Acknowledgement letter.

**PAYMENT:** The Project will be invoiced based on the percent of services completed. Reimbursable expenses will be billed as additional expenses. Mileage will be invoiced at allowed federal rates. If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Owner and Consultant. The payment method, basis, frequency, and other special conditions are set forth below:

#### **Lump Sum Basis**

The Client agrees to a lump sum payment of \$7,200 for services to complete the project. The Client shall be invoiced on a monthly basis, based on the percent of work completed within the lump sum amount, plus any reimbursable expenses that have been assigned to the Project. The Client shall pay the Consultant on a monthly basis.

#### **Expenses**

The following items represent reimbursable expenses by Consultant's employees or professional consultants on behalf of the Client providing the same are required to perform the work contracted for and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expenses connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, reports, plan and specification reproduction expenses.
6. Postage, handling, and specific delivery services.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.



9. Any sales tax or use tax (excluding specifically income tax) levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
11. The cost of special consultants, testing laboratory, testing equipment or technical services as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

**Equipment Utilization**

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

**AGREEMENT SUMMARY:** This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

**Client's Representative: Lynn Niggemann, Administrator/Clerk/Treasurer**  
**Address: Village of Colfax, 613 Main Street, PO Box 417 Colfax, WI 54730**  
**Telephone: 715962.3311 e-mail: clerktreasurer@villageofcolfaxwi.org**

**Project Manager: Tyler Hastings, PE**  
**Address: 770 Technology Way Suite 1A, Chippewa Falls, WI 54729**  
**Telephone: 715.505.8633 email: thastings@cbssquaredinc.com**

**CBS Squared, Inc.**

**Village of Colfax**

By: 

By: \_\_\_\_\_

**Title: John Beckfield, Vice President**

**Title: Lynn Niggemann, Administrator/Clerk/Treasurer**



**CBS Squared Inc.**

**Agreement for Professional Services**

This agreement is effective as of December 7, 2022 between the Village of Colfax (Client) and CBS Squared, Inc. (Consultant).

In accordance with the Master Agreement dated September 12<sup>th</sup>, 2016, this letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the scope of services below.

**SCOPE:** Consultant understands that the Client is requesting landfill engineering services for calendar year 2023 monitoring. Consultant will provide monitoring of four ground water wells at the landfill and two private wells located down gradient of the landfill. Consultant will conduct monitoring in accordance with the April 12, 2002 Expedited Plan Modification Acknowledgement letter.

**PAYMENT:** The Project will be invoiced based on the percent of services completed. Reimbursable expenses will be billed as additional expenses. Mileage will be invoiced at allowed federal rates. If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Owner and Consultant. The payment method, basis, frequency, and other special conditions are set forth below:

**Lump Sum Basis**

The Client agrees to a lump sum payment of \$3,600 (annual basis) for services to complete the project. The Client shall be invoiced on a monthly basis, based on the percent of work completed within the lump sum amount, plus any reimbursable expenses that have been assigned to the Project. The Client shall pay the Consultant on a monthly basis.

**Expenses**

The following items represent reimbursable expenses by Consultant's employees or professional consultants on behalf of the Client providing the same are required to perform the work contracted for and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expenses connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, reports, plan and specification reproduction expenses.
6. Postage, handling, and specific delivery services.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.



9. Any sales tax or use tax (excluding specifically income tax) levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
11. The cost of special consultants, testing laboratory, testing equipment or technical services as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

**Equipment Utilization**

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

**AGREEMENT SUMMARY:** This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

**Client's Representative: Lynn Niggemann, Administrator/Clerk/Treasurer**  
**Address: Village of Colfax, 613 Main Street, PO Box 417 Colfax, WI 54730**  
**Telephone: 715962.3311 e-mail: clerktreasurer@villageofcolfaxwi.org**

**Project Manager: Tyler Hastings, PE**  
**Address: 770 Technology Way Suite 1A, Chippewa Falls, WI 54729**  
**Telephone: 715.505.8633 email: thastings@cbssquaredinc.com**

CBS Squared, Inc.

Village of Colfax

By: 

By: \_\_\_\_\_

**Title: John Beckfield, Vice President**

**Title: Lynn Niggemann, Administrator/Clerk/Treasurer**

## Agreement for Professional Services

This Agreement is effective as of January 1, 2023, between Village of Colfax (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Environmental Monitoring at Colfax Landfill 2023.

**Client's Authorized Representative:** Rand Bates

**Address:** 613 Main Street  
Colfax, WI 54730

**Telephone:** 715.962.3311      **email:** ClerkTreasurer@villageofcolfaxwi.org

**Project Manager:** Brian L. Kent

**Address:** 329 Jay Street Suit 301  
La Crosse, WI 54601

**Telephone:** 608.498.4844      **email:** bkent@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Consultant will provide equipment, labor, analyses, and reporting for monitoring of four groundwater monitoring wells at the landfill and two private wells located down gradient of the landfill. Environmental monitoring will be conducted as specified in the Wisconsin Department of Natural Resources' (WDNR) April 12, 2002 Expedited Plan Modification Acknowledgement letter and as summarized on the attached Table 1. The results of the monitoring will be reported in accordance with s. NR 507.26 Wisconsin Administrative Code. Please note that the historically the private well located at E8016 State Road 17 had not been sampled as access had been denied. Our scope of work and fee assumes that this private well will not be sampled.

### OPTIONAL

In the past the Client has expressed interest to pursue a reduction in environmental monitoring frequency from semi-annual to annual. Our experience with other similar sites suggests that such a reduction would likely be reviewed favorably by the WDNR. However, our experience suggests that the WDNR will likely require a minimum of 4 rounds of samples be collected from all site monitoring wells for select heavy metals including arsenic, boron, cadmium, chromium, lead and nickel. Should the Client wish to initiate this additional monitoring, a separate OPTIONAL cost item can be provided for your consideration.

**Schedule:** We will begin our services upon receiving a signed copy of this agreement. The duration of this agreement is the 2023 calendar year.

**Payment:** Consultant will complete the above described scope of services for a fee of \$4,300 including expenses and equipment. Consultant will invoice the Village of Colfax \$2,000 in April and \$2,300 in October of each year. This price will be in effect through December 2023, at which time we will contact you to renew this contract or negotiate any further work. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by




Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None

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**Short Elliott Hendrickson Inc.**

**Village of Colfax**

By:   
Jeremiah Wendt, PE  
Title: Client Service Manager

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

**Table 1  
Site Monitoring Schedule**

Sample Location	Parameter	Method	Parameter ID	Sample Interval	
				Long Term	
<b>Monitoring Wells</b> MW-1 (001), MW-2 (002), MW-3 (003), MW-3A (004)	Water Elevation	Water Level Indicator	04189	SA	March and September
	Temperature	Thermometer	00010	SA	
	Specific Conductance	pH/Conductance Meter	00094	SA	
	pH	pH/Conductance Meter	00400	SA	
	Odor, Color, Turbidity	Visual Observation	1,2,3	SA	
	Total Hardness, filtered		22413	SA	
	Dissolved Chloride		00941	SA	
	Total alkalinity, filterec		39036	SA	
	VOCs	EPA SW846 8260/8021		A	September
<b>Private Wells</b> Mrduitt (202), Canfield (201),	VOCs	EPA SW846 524.2		A	September
Notes: A = Annual SA = Semi-Annual Revised 01/12 by:MFR Checked by:BLK					

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

### D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between Village of Colfax (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated January 1, 2023**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

p:\ae1\colfax\common\2023 cost est\exhibit a2.docx



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

November

Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/> 11/16/2022	Albricht	Final Inspection/Occupancy	Passed	

Wisconsin Division of Safety and Buildings  Wisconsin Stats. 101.63, 101.73	<b>VILLAGE OF COLFAX</b> <b>UNIFORM BUILDING PERMIT APPLICATION</b>	Application No. 2022- <del>017</del> <b>17</b>  Parcel No.
--	--	---

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

Owner's Name <i>Wick Albrecht</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>	<b>3. OCCUPANCY</b>	<b>6. ELECTRICAL</b>	<b>9. HVAC EQUIPMENT</b>	<b>12. ENERGY SOURCE</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>	<input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other:	Entrance Panel Amps: _____ <input type="checkbox"/> Underground <input type="checkbox"/> Overhead	<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:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Fuel</td> <td>Nat Gas</td> <td>LP</td> <td>Oil</td> <td>Elec</td> <td>Solid</td> <td>Solar</td> </tr> <tr> <td>Space Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <input type="checkbox"/> Dwelling unit has 3 kilowatt or more in electric space heating equipment capacity.	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"/>
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"/>																			
<b>2. AREA INVOLVED</b>	<b>4. CONST. TYPE</b>	<b>7. FOUNDATION</b>	<b>10. SEWER</b>	<b>13. HEAT LOSS</b>																					
Unfin. _____ Sq Ft Bsmt _____ Sq Ft Living Area _____ Sq Ft Garage _____ Sq Ft Deck _____ Sq Ft	<input type="checkbox"/> Site-Built <input type="checkbox"/> Mfd: <input type="checkbox"/> WI UDC <input type="checkbox"/> U.S. HUD <input type="checkbox"/> U.S. HUD	<input type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> Other:	<input type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit No.:	_____ 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>	<b>8. USE</b>	<b>11. WATER</b>	<b>14. EST. BUILDING COST</b>																					
	<input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other: <input type="checkbox"/> Plus Basement	<input type="checkbox"/> Seasonal <input type="checkbox"/> Permanent <input type="checkbox"/> Other:	<input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well	\$ <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** \_\_\_\_\_ **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>	<b>PERMIT(S) ISSUED</b>	<b>PERMIT ISSUED BY:</b>
Plan Review \$ _____ Inspection \$ _____ Wis. Permit Seal \$ _____ Other \$ _____ Total \$ <i>5.00</i>	<input type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control	Name <i>George Entzminger</i> Date <i>10-31-22</i> Tel. <i>715-962-4402</i> Cert No. _____

WILLIAM J. ANDERSON  
CHIEF OF POLICE



**COLFAX POLICE DEPARTMENT**

P.O. BOX 417, 613 MAIN ST.  
COLFAX, WI 84730

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

NOVEMBER 2022 POLICE REPORT

Printed on December 7, 2022

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CFS Date/Time	Description	Primary Units
11/01/22 17:51:26	EMERGENCY	508, CXMD7
11/01/22 21:07:01	TRAFFIC STOP	508
11/01/22 21:17:59	ASSIST OTHER	228
11/01/22 21:36:37	ALARM	508
11/01/22 22:00:19	SUSPICION	508, 228
11/01/22 22:46:30	TRAFFIC STOP	508
11/02/22 13:31:59	MENTAL CASE	213
11/02/22 13:56:40	JUVENILE RUNAWAY	225
11/02/22 21:40:18	INTERNET CHILD	214
11/03/22 15:14:08	EMERGENCY	CXMD8
11/03/22 23:18:23	MISCELLANEOUS -	
11/04/22 17:00:40	911 HANG UP CALL -	508
11/05/22 07:58:36	REPOSSESSION	
11/05/22 08:00:07	REPOSSESSION	217
11/06/22 15:56:38	MOTOR VEHICLE	218, 508
11/06/22 17:58:19	TRAFFIC ACCIDENT -	508
11/06/22 19:41:08	TRAFFIC STOP	508
11/08/22 06:29:19	CRIMESTOPPERS	213, 122, 501
11/08/22 07:46:19	TRAFFIC STOP	213
11/08/22 21:30:11	911 HANG UP CALL -	508
11/09/22 14:30:24	CIVIL COMPLAINTS	501
11/10/22 09:48:29	EMERGENCY	CXMD7
11/10/22 19:20:45	SUSPICION	508
11/10/22 19:43:03	TRAFFIC STOP	508
11/11/22 09:01:13	EMERGENCY	CXMD7
11/11/22 14:42:05		213
11/11/22 19:13:56	OWI	219, CXMD7, CF1
11/11/22 19:14:22	TRAFFIC ACCIDENT -	
11/12/22 09:13:55	CITY-VILLAGE	222
11/13/22 06:49:25	EMERGENCY	CXMD7
11/13/22 14:50:14	DOMESTIC DISPUTE	216, 508
11/13/22 18:34:35	ESCORT	508
11/13/22 19:35:47	SUSPICION	508
11/14/22 11:17:37	TRAFFIC ACCIDENT -	216
11/14/22 11:21:41	BURGLARY - HOME	508, 228
11/14/22 12:02:06	ESCORT	228
11/15/22 09:15:27	DEATH- NATURAL	217, 501, CXMD7, ME2
11/15/22 14:02:41	CUSTODY DISPUTES	501
11/15/22 17:56:45	TRAFFIC STOP	508
11/15/22 22:55:57	BUSINESS CHECKS,	508

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CFS Date/Time	Description	Primary Units
11/16/22 12:22:17	DISORDERLY	501
11/16/22 12:33:14	911 HANG UP CALL -	501
11/17/22 17:51:59	TRAFFIC STOP	508
11/18/22 01:13:16	SUSPICION	508
11/18/22 08:13:46	ESCORT	501
11/19/22 06:16:23	ALARM	211
11/19/22 08:48:11	TRAFFIC ACCIDENT -	211
11/19/22 08:58:05	PROPERTY	211
11/19/22 13:54:16	EMERGENCY	CXMD7
11/19/22 22:02:10	DISORDERLY	229
11/20/22 09:14:54	CRIMINAL DAMAGE	217
11/20/22 15:52:18	OWI	216, 129
11/20/22 17:33:13	DNR COMPLAINT -	C264
11/21/22 04:29:51	EMERGENCY	CXMD8, 218
11/21/22 04:30:51	Duplicate Call	
11/21/22 16:27:22	EMERGENCY	508, CXMD8
11/22/22 17:24:18	EMERGENCY	CXMD7
11/23/22 16:35:00	TRAFFIC ACCIDENT -	228, CXMD8, CF2
11/23/22 21:38:43	EMERGENCY	CXMD7
11/25/22 12:02:45	FRAUD/ FORGERY/	225
11/26/22 08:39:58	EMERGENCY	CXMD8
11/28/22 19:10:03		508
11/29/22 22:28:49	EMERGENCY	508, CXMD7
11/30/22 00:19:16	PARKING ORDINANCE	508
11/30/22 00:43:46	PARKING ORDINANCE	508
11/30/22 00:54:27	PARKING ORDINANCE	508
11/30/22 16:29:03	CIVIL COMPLAINTS	

**Total Records: 67**

## Elevator Meeting minutes

9/23/22

Attending: Mark Johnson, Gary Swartz, Nancy Baumgartner and Lisa Bragg-Hurlburt

(no members of the public were in attendance)

- We talked about the Administrative Fund, and confusion about how the money going in is recorded in a separate account from the money going out. After Gary stepped down from keeping track of the admin fund, Lisa was sometimes given reports that only showed the deposit balance. So we do not have as much money in the admin fund as previously thought.

Luckily the money to pay for Michael Perry expenses has already been covered, but we will need to work to replenish the admin fund, maybe with a bake sale.

The group decided that Lisa should do an audit of the admin fund, going back over our records to make sure all of our admin deposits were made and that all of the expenses charged are the correct amounts.

The idea was brought up that maybe the admin fund should be run by CMBRG, because the main expense that ever comes out is for newspaper ads for our events, which CMBRG typically shares the expense of. The thinking was that this would be easier for all involved.

However Lisa talked to Lynn and Sheila this morning and Lynn has hesitations about this. She wants the Village to have oversight of the fund and thinks that there are simple book keeping habits we can adopt, such as providing a monthly summary of deposits and expenditures, that would give us a clear picture of our available funds and help the Village maintain its record keeping duties (in the event we need to provide a full accounting of our fundraising activities).

We can discuss this more at our next meeting, but it does NOT sound like having CMBRG regulate our admin fund is a workable solution.

- We will write a \$20 check to CMBRG to reimburse them for the Thrift Sale ad.
- Everyone working the night of Michael Perry will pay for their own tickets. We expect a good turn out; there has been a lot of response. Many of the helpers will be coming at 5 to set up early, including Lisa. I will have the Library open as a receiving area for people who want to buy tickets early and wait for the show.

Mark and Kathy D. will do concessions. Sue will have the history room open. Michelle K. and Marge H. will sell tickets outside under the marquis. Possible use of a tent, in the event of rain. We should probably station someone near the backdoor of the building, too, to make sure they know to go front to buy tickets. Also maybe we should punch the tickets so people could hold onto them in case they go down to bathroom.

Lisa will introduce Mike and Lisa and Nancy will help Mike sell his books and t-shirts after the show.

- Lisa gave Troy a copy of the Nate Plummer poster. She also forwarded Nate's promotional material to the Colfax Messenger. And submitted an event publicity request to Volume One.
- Lisa is speaking to someone at Ayres Associates about what the cost for a revised building project cost estimate would be. Also what would be the cost of setting us up with a 3-tiered building project design plan. One of the tiers would be our dream project. One would be a slightly more modest and humble project. The other would be the minimum of what we would like to do.

## Elevator Meeting minutes

10/13/22

Attending: Mark Johnson, Gary Swartz, Nancy Baumgartner and Lisa Bragg-Hurlburt

(no members of the public were in attendance)

- Lisa did an audit of the Colfax Elevator Commission's Administration Fund, looking back on records since the beginning. She found that there has been confusion about our available balance since 2019.

The confusion has in part been because there is a time lag of sometimes up to a month between when deposits are given and when deposits by the village are actually made. Also, there has been confusion because deposits and expenses are generally recorded in two separate reports, and sometimes we were only seeing one of those reports. Actual Elevator Project donations show up in a third report, and sometimes deposits for Admin fund were recorded there.

Also, we have still not received our "seed money" of \$200 that the Village of Colfax voted to give us to get our Admin fund started.

Lisa suggested we vote to move the money that was meant to go to the Admin. fund into the Admin. fund—an amount totally \$297.16. With that, and the addition of the \$200 seed money, \$231.80 from CMBRG for Michael Perry expenses, and \$500 from our Thrift Sale money, our Admin. balance would be \$468.20.

Gary made a motion to move that money, as outlined above. Nancy seconded the motion. We all voted "in favor".

*NOTE: Lisa talked to Lynn after the meeting about doing this, and Lynn is looking deeply into our numbers to see how it can be done. Some of the deposits we want to change were recorded in previous years, so those deposits are impossible to change without a big involved process that probably wouldn't be worth it for such small dollar amounts. She is looking it over and thinking about how best to do it for us.*

- Lisa spoke with Lisa Fleming of Ayres Associates about getting an updated cost estimate and a tiered set of options for bringing an Elevator and other improvements to the Colfax Municipal Building. She said that the architects at Ayres are busy right now with big projects but recommended River Valley Architects as a good firm to talk to.

I talked to Bryant Christenson from River Valley Architects, sharing with him a general description of our project and the drawings and cost estimate we had received from Cedar Corps in 2018. He thought they could do the work, but asked if it could be postponed till spring because they are pretty busy right now. In spring he will send us an estimate for how much the new cost estimate and drawings will cost. The drawings would be different because they would include scaled down options as well as our “dream plan”.

Gary suggested we get one or two other similar estimates from other firms. That way we can present the village with different price points. CBS Squared was one of the firms we talked about contacting. Lisa will start “shopping around” with different firms, to see what our options are.

- Mark presented \$100 from the Colfax Commercial Club, from past concessions events, as well as \$35 in donations from the jar at Café II.
- Our next Elevator meeting is November 10th

## Elevator Meeting minutes

11/14/22

Attending: Gary Swartz, Nancy Baumgartner and Lisa Bragg-Hurlburt

(no members of the public were in attendance)

- Lisa reported that the current Admin. fund balance is at **\$844.34**, and the Elevator Fund balance was at **\$113,354.86** as of 11/10/22. That includes 2 memorial donations from Troy and Sue Hill's payment for her ticket to the Mike Perry show.

- Lisa gave an update on what she is currently doing for the Elevator Project:

**-Tonight, 11/14/22, speaking to the Women's Giving Circle of Dunn County.** I've been asked to give a brief talk about what the library has done with our \$3,000 grant, and I'm going to use that as an opportunity to introduce the idea of our larger project to this audience.

**-I have been asked to put together a visual display of our project for the Red Cedar Sounds Benefit Concert on 12/4/22.** They are holding this benefit to raise money for the Elevator Project, including with a raffle of the quilt now on display at the Library. I plan to attend this event and think as many of us that can make it should try to attend. It's at the Elementary School.

**-The Library is hosting a Christmas Party on 12/10/22 at 11:30, with the showing of a short children's movie at 1 pm.** Gary and Mona have agreed to be Santa and the Elf for us once again, and Joan Foris's piano students will also play. There will be snacks and crafts downstairs, but we will be using the upstairs auditorium for much of our party, so families can make memories up there.

**-I have not had additional conversation with the West Central Regional Planning Commission since my last report.** I will send Craig an email this week, to maintain contact. His last advice to us was to update our project estimate.

-Last month I reported that Lisa Fleming from Ayres recommended that we contact River Valley Architects about getting our plan and estimate updated. She helped me make contact with Bryant Christenson. He advised me that they wouldn't be able to take on our project till spring.

**I am researching other architects so we have at least two other bids to look at, but I am taking my time because this is super-important and I am not an expert.** Whoever we have do the new drawings (with the 3 tiers of options we talked about last time) and the new cost estimate should be someone we're willing to work with through the entire project (per Craig Johnson from WCRPC).

And I'm willing to wait for River Valley Architects for their bid, because they're the one firm that came to us recommended by someone who knows our building and community well. Therefore I figure we have till spring to find our other architects.

If others from the group would like this process to go faster, they could also start researching architects too.

I would like to add that another reason not to rush this is that the Village still hasn't concluded the Lagoon project and Lynn is currently absorbed with the progress of that project. Community Development Block grants come with strict time requirements, or there's no reimbursement. It is still uncertain whether the Village will be fully reimbursed for the Lagoon work so she will want to get that project done (and maybe recover from the stress a bit) before delving into another Community Development Block grant project.

- **We talked about showing a double feature movie in January: Top Gun 1 and then the Top Gun** that just came out on video. No date set on that yet
- Gary suggested we make a humorous appeal for \$23 donations in the new year
- Gary suggested I make monthly phone calls to River Valley Architects to make sure they remember us and keep the project in mind. I agree it's a good idea to maintain regular contact

PS: This morning I came in and found a \$500 donation for the Elevator Fund from Colfax Lutheran Church!



**Regular Meeting of  
The Colfax Public Library Board  
June 21, 2022**

President Krista Ottinger called the meeting to order at 5:30 p.m in person.

Attendance

- Members present: Krista Ottinger, Jeanne Herrick, Megan Cormican, Nancy Baumgartner, and Library Director Lisa Bragg-Hurlburt
- Non-members present:

Quorum: A quorum has been established.

Open meeting law: We are in certification of compliance with the open meeting law.

Approval of Agenda

- Jeanne Herrick made a motion to accept the agenda. Nancy Baumgartner seconded the motion. Unanimously approved by the Board.

Approval of Minutes

- Nancy Baumgartner made a motion to approve the minutes from last regular meeting of May 2022. Jeanne Herrick seconded the motion. Unanimously approved by the Board.

Approval of Bills

- Megan Cormican made a motion to approve the bills for May 2022. Jeanne Herrick seconded the approval. Unanimously approved by the Board.

Director's Report

- The new carpet tile squares have been installed! There was a strategic rearranging of the furniture to better suit the Library. The materials ended up costing about \$900 more than expected. This was because the estimate that was given reflected a 10% discount if ordered in March.
- An application for a Community Foundation of Dunn County grant in the amount of \$3,000 was submitted. This would be for a new selection of furniture.
- The Village received a \$500 donation from developer John Fraley because he sold another lot in the new Colfax development. He stated that Board members could direct the funds toward whatever initiative they preferred. A motion was made by Margaret Burcham to give the \$500 to the Library's Summer Program. Annie Jenson seconded it. All Village Board members voted "yes".
- There are a total of 80 children signed up for this year's Summer Reading Program.

Monthly Reports



Village Board Representative—Gary Stene

- 

County Board Representative— Gary Stene

- 

School Representative— Megan Cormican

- Summer School started this past Monday, June 20<sup>th</sup>.
- Students are encouraged to continue reading and taking AR quizzes.
- Note for the future, school is starting earlier this year.

Building Remodel Group Representative—Nancy Baumgartner:

- No meeting took place for June. A joint meeting will be held with the Restoration Group in August.

#### Current Business

- Discussion of Chapter 3 Trustee Essentials: “Bylaws—Organizing the Board for Effective Action”
- Review of current bylaws.

Next Meeting: July 19<sup>th</sup> at 5:30 P.M.

Adjourn



**Regular Meeting of  
The Colfax Public Library Board  
July 19, 2022**

President Krista Ottinger called the meeting to order at 5:30 p.m. in person.

Attendance

- Members present: Krista Ottinger, Jeanne Herrick, Megan Cormican, Nancy Baumgartner, Gary Stene, Claudia Kressin, Eve Suckow, and Library Director Lisa Bragg-Hurlburt
- Non-members present:

Quorum: A quorum has been established.

Open meeting law: We are in certification of compliance with the open meeting law.

Approval of Agenda

- Gary Stene made a motion to accept the agenda. Eve Suckow seconded the motion. Unanimously approved by the Board.

Approval of Minutes

- Jeanne Herrick made a motion to approve the minutes from last regular meeting of June 2022. Nancy Baumgartner seconded the motion. Unanimously approved by the Board.

Approval of Bills

- Gary Stene made a motion to approve the bills for June 2022. Claudia Kressin seconded the approval. Unanimously approved by the Board.

Director's Report

- There are 122 children signed up for Summer Reading this year! Sixty-eight attended the first program, and there were about 40 adults also present at the Fairgrounds.
- Many local businesses have with financial contributed to our Summer Programming, thank you businesses!
- The Library book bike should be arriving soon.
- The Library has received a \$750 Ann Marie grant to purchase some Spanish/English books. The Library has also received a \$1,250 donation from retired director Mary Larson.
- Library Director, Lisa Bragg-Hurlburt, is currently taking an online class through UW-Madison on accommodating disability at the library. This class will count as 20 points toward the continued education director certification.

- Dunn County libraries presented to the county's tourism and development committee. In presenting, the libraries asked for funding at 100%, and the committee voted to recommend the county continue funding us at 100%.

#### Monthly Reports

##### Village Board Representative—Gary Stene

- There is pending approval in creating an official camp ground by Tom Prince Field.

##### County Board Representative— Gary Stene

- County Library Board meeting in August will be at the County Office.

##### School Representative— Megan Cormican

- Open House is on Monday, August 22<sup>nd</sup>.
- The back-to-school kickoff days are August 22, 23, and 24. Students will get to know their teacher, classmates, and complete fun activities.
- The official first day of school is on August 25. We are just about a month away!
- The 2022-2023 School Calendar is up to date on the School website.

##### Building Remodel Group Representative—Nancy Baumgartner:

- There is a total of \$106,603.45 in the administration fund.
- Recently, a line of communication has been established with West Central Planning in regards to the building remodel.

#### Current Business

- Discussion of Chapter 4 Trustee Essentials: “Effective Board Meetings and Trustee Participation”
- Gary Stene makes a motion to update the current bylaws and term limit. Eve Suckow seconded the motion. Unanimously approved by the Board.

Next Meeting: August 23<sup>rd</sup> at 5:30 P.M.

Adjourn



**Regular Meeting of  
The Colfax Public Library Board  
August 16, 2022**

Vice President Claudia Kressin called the meeting to order at 5:34 p.m. in person.

Attendance

- Members present: Jeanne Herrick, Megan Cormican, Gary Stene, Claudia Kressin, Eve Suckow, and Library Director Lisa Bragg-Hurlburt
- Non-members present:

Quorum: A quorum has been established.

Open meeting law: We are in certification of compliance with the open meeting law.

Approval of Agenda

- Gary Stene made a motion to accept the agenda. Jeanne Herrick seconded the motion. Unanimously approved by the Board.

Approval of Minutes

- Gary Stene made a motion to approve the minutes from last regular meeting of July 2022. Eve Suckow seconded the motion. Unanimously approved by the Board.

Approval of Bills

- Gary Stene made a motion to approve the bills for July 2022. Eve Suckow seconded the approval. Unanimously approved by the Board.

Director's Report

- The thrift sale this weekend raised a total of \$3,794!
- Book Bike is still in the process of being shipped. The Book Bike is grant-funded which will be used for community outreach.
- 60% of Summer Reading enrollees completed their reading goals. There were a total of 68 children's and 15 adult prizes handed out. Thank you to the local businesses who helped sponsor Summer Reading this year!
- Story Time resumes in September. There will be two sessions again this year.

Monthly Reports

Village Board Representative—Gary Stene

County Board Representative— Gary Stene

- First Library County Board meeting was held in over a year. There will be another meeting during the first week of December.
- Eventually, Ridgeland looking to add a public library.

School Representative— Megan Cormican

- Open House is on Monday, August 22<sup>nd</sup>. Elementary student parents will need to schedule 15-minute conference times on Skyward with their classroom teacher. Middle and high school open house will be on Monday all day until 6 pm.
- The back-to-school kickoff days are August 23 and 24. Students will get to know their teacher, classmates, and complete fun activities.
- Free lunch and breakfast until August 31.
- The official first day of school is on August 25.

Building Remodel Group Representative—Nancy Baumgartner

- There is a total of \$106,603.45 in the administration fund.
- Recently, a joint meeting with the elevator group and restoration group took place. This meeting was centered on planning for the annual thrift sale.

Current Business

- Discussion of Chapter 5 Trustee Essentials: “Hiring a Library Director” tabled for next meeting.
- Gary Stene makes a motion to amend the new bylaws and term limit. Eve Suckow seconded the motion. Unanimously approved by the Board.

Next Meeting: September 20<sup>th</sup> at 5:30 P.M.

Adjourn



**Regular Meeting of  
The Colfax Public Library Board  
September 20, 2022**

President Claudia Kressin called the meeting to order at 5:30 p.m. in person.

Attendance

- Members present: Jeanne Herrick, Megan Cormican, Claudia Kressin, Eve Suckow, and Library Director Lisa Bragg-Hurlburt
- Non-members present:

Quorum: A quorum has been established.

Open meeting law: We are in certification of compliance with the open meeting law.

Approval of Agenda

- Claudia Kressin made a motion to accept the agenda. Jeanne Herrick seconded the motion. Unanimously approved by the Board.

Approval of Minutes

- Eve Suckow made a motion to approve the minutes from last regular meeting of August 2022 with the correction from "President Claudia Kressin" to "Vice President Claudia Kressin." Jeannie Herrick seconded the motion. Unanimously approved by the Board.

Approval of Bills

- Nancy Baumgartner made a motion to approve the bills for August 2022. Eve Suckow seconded the approval. Unanimously approved by the Board.

Director's Report

- The library was awarded a \$3,000 grant from the Women's Giving Circle of Dunn County. This will be used for new furniture, creation of a Family Resource area, and an additional laptop for the public computers.
- There are a total of 27 children signed up for Story Time.
- The Library is proud to announce its new presence on TikTok! Support the library and give a follow.

Monthly Reports

Village Board Representative—Gary Stene

County Board Representative— Gary Stene

School Representative— Megan Cormican

- Conferences will be held Monday, September 26 and Thursday, September 29 in person from 4:00 to 8:00PM. Please schedule conferences through Skyward Family Access.
- Elementary students received an ice cream treat for taking AR Quizzes during the summer. Thank you students for continuing to read!

Building Remodel Group Representative—Nancy Baumgartner

Current Business

- Discussion of Chapter 5 Trustee Essentials: “Hiring a Library Director” tabled for next meeting.

Next Meeting: October 18<sup>th</sup> at 5:30 P.M.

Adjourn



The Colfax Public Library Board  
October 19, 2022

Vice President Claudia Kressin called the meeting to order at 5:30 p.m. in person.

Attendance

- Members present: Megan Cormican, Jeanne Herrick, Claudia Kressin, Eve Suckow, Nancy Baumgartner, and Library Director Lisa Bragg-Hurlburt
- Non-members present:

Quorum: A quorum has been established.

Open meeting law: We are in certification of compliance with the open meeting law.

Approval of Agenda

- Nancy Baumgartner made a motion to accept the agenda. Megan Cormican seconded the motion. Unanimously approved by the Board.

Approval of Minutes

- Jeanne Herrick made a motion to approve the minutes from last regular meeting of September 2022. Eve Suckow seconded the motion. Unanimously approved by the Board.

Approval of Bills

- Nancy Baumgartner made a motion to approve the bills for September 2022. Jeanne Herrick seconded the approval. Unanimously approved by the Board.

Director's Report

- A \$3,000 grant from the Women's Giving Circle of Dunn County was received. With the grant new furniture, creation of a Family Resource book area, and an additional laptop for public computers were purchased.
- The Spanish/English section in the library has had a number of checkouts. Most of the books are in the MORE system.
- Story Time is still being held conducted outside in the park. There are two sessions that are run now.

Monthly Reports

Village Board Representative—Gary Stene



County Board Representative— Gary Stene

School Representative— Megan Cormican

- The Scholastic Book Fair will be held next week Monday, October 24 through Friday, October 28.
- End of First Quarter is next Friday, October 28<sup>th</sup>. This will be an early release day.

Building Remodel Group Representative—Nancy Baumgartner

- In total there is \$755.00 in the Administrator Fund and \$113,300.00 in the General Fund.
- Recently there has been communication with a number of architects. These architects include River Valley Architects and CVS Squared. The goal is to have a revised and updated cost estimate of the building project.

Eve Suckow motioned to go into a closed session. Jeanne Herrick seconded the motion. Unanimously approved by the Board.

Eve Suckow motioned to come out of a closed session. Nancy Baumgartner seconded the motion. Unanimously approved by the Board.

#### Current Business

- Eve Suckow motioned to accept and approve the 2023 proposed Budget. Included in the 2023 Budget was a 3% pay increase for library staff, including the Director. Nancy Baumgartner seconded the motion. Unanimously approved by the Board.

Next Meeting: November 15<sup>th</sup> at 5:30 P.M.

Adjourn at 6:35 P.M.

Account Number	Fund description	Account description	2020 Original Budget	2020 Actual 12/31/2020	2021 Original Budget	2021 Actual 12/31/2021	2022 Original Budget	2022 Actual 09/30/2022	2022 Project Year-End	2023 Proposed Budget
100-00-41110-130-000	GENERAL FUND	PROPERTY TAXES- LIBRARY	60,000	60,000	59,383	59,383	60,000	0	60,000	61,695
100-00-43790-100-000	GENERAL FUND	COUNTY AID- LIBRARY	84,191	77,967	89,416	85,091	97,426	99,997	99,997	101,255
100-00-46710-100-000	GENERAL FUND	FINES- LIBRARY	1,000	729	600	861	800	468	468	200
100-00-46710-110-000	GENERAL FUND	PUBLIC CHARGES- LIBRARY	800	452	400	781	700	512	687	700
100-00-48110-150-000	GENERAL FUND	INTEREST INCOME- LIBRARY	50	84	50	301	300	1	2	2
100-00-48500-140-000	GENERAL FUND	DONATIONS- LIBRARY	0	702	0	3,285	0	7,360	7,360	0
			146,041	139,927	149,849	149,702	159,226	102,399	162,513	163,852
100-00-55110-100-000	GENERAL FUND	LIBRARY-SALARIES	0	0	0	0	0	0	0	0
100-00-55110-101-000	GENERAL FUND	LIBRARY-WAGES	40,887	40,887	40,800	41,548	42,432	39,056	44,295	45,624
100-00-55110-103-000	GENERAL FUND	LIBRARY-WAGES-PT-RETIREMENT	19,500	22,332	20,000	23,857	25,000	18,536	24,839	25,000
100-00-55110-104-000	GENERAL FUND	LIBRARY-WAGES-PT/NON RETIRE	11,000	12,071	11,220	9,368	11,220	8,470	11,349	11,500
100-00-55110-201-000	GENERAL FUND	LIBRARY-EMP. BEN.-RETIREMENT	3,700	4,306	4,104	4,386	5,200	3,353	4,494	5,200
100-00-55110-202-000	GENERAL FUND	LIBRARY-EMP. BEN.-INSURANCE	22,000	21,242	22,000	25,169	26,469	17,346	26,469	23,244
100-00-55110-205-000	GENERAL FUND	LIBRARY-EMP. BEN.-UNEMPLOYMENT	0	50	0	0	0	0	0	0
100-00-55110-206-000	GENERAL FUND	LIBRARY-EMP. BEN.-TRAIN/TRAVEL	1,991	118	1,550	143	975	417	445	700
100-00-55110-208-000	GENERAL FUND	LIBRARY-PAYROLLTX-SS-MEDICARE	5,643	5,572	5,509	5,498	5,600	4,448	5,960	5,960
100-00-55110-300-000	GENERAL FUND	LIBRARY-OFFICE SUPPLIES	0	0	0	128	0	0	0	0
100-00-55110-301-000	GENERAL FUND	LIBRARY-SUPPLIES-TECHNICAL	6,000	7,341	13,550	9,304	10,800	7,392	9,906	9,906
100-00-55110-302-000	GENERAL FUND	LIBRARY-SUPPLIES-GEN./SM EQUIP	4,050	3,519	350	569	350	3,089	4,000	4,000
100-00-55110-304-000	GENERAL FUND	LIBRARY-SUPPLIES-CIRCULATION	12,500	13,246	11,500	13,596	10,250	8,446	12,000	12,000
100-00-55110-311-000	GENERAL FUND	LIBRARY-HEAT	1,800	1,297	1,500	1,340	1,500	1,296	1,736	1,736
100-00-55110-312-000	GENERAL FUND	LIBRARY-ELECTRIC	1,500	1,442	1,500	1,350	1,500	1,221	1,636	1,636
100-00-55110-313-000	GENERAL FUND	LIBRARY-TELEPHONE	2,200	1,970	2,200	2,128	2,200	1,430	1,916	1,916
100-00-55110-314-000	GENERAL FUND	LIBRARY-WATER/SEWER	200	180	150	205	180	85	114	180
100-00-55110-403-000	GENERAL FUND	LIBRARY-REPAIRS/MAINT-EQUIP	850	474	850	1,310	1,550	546	732	1,550
100-00-55110-501-000	GENERAL FUND	LIBRARY-INSURANCE-LIABILITY	2,600	2,045	1,500	3,341	3,500	1,171	1,569	2,000
100-00-55110-502-000	GENERAL FUND	LIBRARY-INSURANCE-PROPERTY	2,600	1,314	1,500	614	2,000	1,277	1,711	2,000
100-00-55110-504-000	GENERAL FUND	LIBRARY-INSURANCE-WORK COMP	150	711	1,000	190	1,000	251	336	500
100-00-55110-600-000	GENERAL FUND	LIBRARY-OUTSIDE SERVICES	7,000	4,617	7,500	8,311	7,200	6,926	8,000	8,000
100-00-55110-609-000	GENERAL FUND	LIBRARY-OUTSIDE SERVICE-LEGAL	0	0	0	0	0	0	0	0
100-00-55110-610-000	GENERAL FUND	LIBRARY-OUTSIDE SERV-DUES/SUB	200	344	1,020	531	0	0	0	200
100-00-55110-611-000	GENERAL FUND	LIBRARY- MISC	0	0	0	0	0	0	0	0
100-00-57610-000-000	GENERAL FUND	CAPITAL OUTLAY-LIBRARY	500	0	500	0	0	0	0	1,000
			145,984	145,078	149,803	152,886	158,926	118,754	161,505	163,852



**The Colfax Public Library Board  
November 15, 2022**

Nancy Baumgartner called the meeting to order at 5:31 p.m. in person.

Attendance

- Members present: Megan Cormican, Jeanne Herrick, Eve Suckow, Nancy Baumgartner, Gary Stene, and Library Director Lisa Bragg-Hurlburt
- Non-members present:

Quorum: A quorum has been established.

Open meeting law: We are in certification of compliance with the open meeting law.

Approval of Agenda

- Gary Stene made a motion to accept the agenda. Jeanne Herrick seconded the motion. Unanimously approved by the Board.

Approval of Minutes

- Gary Stene made a motion to approve the minutes with the correction from CVS to CBS. from last regular meeting of October 2022. Eve Suckow seconded the motion. Unanimously approved by the Board.

Approval of Bills

- Jeanne Herrick made a motion to approve the bills for October 2022. Gary Stene seconded the approval. Unanimously approved by the Board.

Director's Report

- On Monday, November 14, Director Lisa Bragg-Hurlburt attended the grant recipients lunch of the Women's Giving Circle of Dunn County.
- There will be a Christmas Party for children December 10, 2022.
- New kits are in development for Library checkout. Planned themes are "Camping", "Jungle Animals", "Baby Doll", "Spider Man", and "Dinosaur". Thank you to Claudia Kressin for donating a number of themed kits!
- The holiday book corner is in construction.
- On Halloween, there were 167 trick or treaters that visited the library!

Monthly Reports

Village Board Representative—Gary Stene

- The Municipal Building has been under construction with adding more filling between the concrete blocks and fixing roof problems. The currently, the contract has been paid in half and once the work is completed, will be paid in full.

County Board Representative— Gary Stene

- A County Board Meeting was held on November 15, 2022. This meeting was for approving the annual budget. Included in the annual budget is 100% funding toward the library.

School Representative— Megan Cormican

- There will be no school starting Wednesday, November 23 for Thanksgiving Break. School will resume on Monday, November 28.

Building Remodel Group Representative—Nancy Baumgartner

- In the Spring, River Valley Architects will be providing a bid for the updated elevator project estimate. Originally, the bid was completed in 2018. To continue applying for grants, this bid needs to be up to date. In all, there will be three architecture firms contacted to receive estimates. With these estimates, three tiers of price possibilities will be provided.
- Currently there is \$844.34 in the Administration Fund and \$113,354.86 in Elevator Fund.

#### Current Business

- Eve Suckow makes a motion to revise the mission statement to include “welcoming place that promotes diversity and inclusion”. Jeanne Herrick seconds the motion. Unanimously approved by the board.
- Review Long Range Plan for updating.

Next Meeting: December 20<sup>th</sup> at 5:30 P.M.

Adjourn at 6:31 P.M.