

Village of Colfax
Regular Board Meeting Agenda
Monday, December 11th, 2023
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 27th, 2023
 - b. Special Budget Public Hearing Minutes – December 7th, 2023
 - c. Review Statement of Bills Pooled Checking–November 27th, 2023 to December 10th, 2023
 - d. Review Statement of Bills Solid Waste & Recycling Checking- November 27th, 2023 to December 10th, 2023
 - e. Training Request – none
 - f. Facility Rental - none
 - g. Licenses –Operator’s License – Christian Ebert – Synergy Cooperative and Viking Bowl – December 11, 2023 to June 30, 2024
7. Consideration Items
 - a. Skid Steer Guy – Payment Four
 - b. Ayres Associates Agreement – Balsam St. & Oak St.
 - c. Emergency Medical Services & Ambulance Transportation Joint Response “Intercept” Billing/Reimbursement Sharing Agreement between Eau Claire Fire Department and Colfax Rescue
 - d. Fire Department Charges – Charge back to residents/businesses
 - e. 2024-2025 Election Poll Workers List
 - f. Sewer Rates – review
 - g. Rescue Rates – no change
 - h. 2023 Audit Engagement Letter
8. Closed Session-Motion to convene into closed session pursuant to WI Statutes 19.85(1)(c) considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises.
9. Open Session- Motion to convene into open session to take any action resulting from the closed session.
10. Committee/Department Reports – (no action)
 - a. Joint Review Board Minutes-November 27th, 2023
 - b. Audit & Finance Committee Minutes-November 29th, 2023
11. 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 27th, 2023

On November 27th, 2023, the Village Board met at the Village Hall, 613 Main Street, Colfax, WI at 7:00 p.m. Members present: Trustees Burcham, Rud, Stene, Best and Prince. Excused: Trustee Davis and Jenson. Others present included Josh Lowe with Ehlers, Sheila Riemer, Director of Public Works Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

Public Comments - none

Communications by the Village President – none

Consent Agenda

Regular Board Meeting Minutes –November 13th, 2023

Review Statement of Bills Pooled Checking–November 13th, 2023 to November 26th, 2023

Review Statement of Bills Solid Waste & Recycling Checking – November 13th, 2023 to November 26th, 2023

Training Request –none

Facility Rental and Licenses – none

Licenses – Temporary Picnic License-Colfantastic Events-Christmas in the Village on December 2nd, 2023 – Blind Tiger-

A motion was made by Trustee Stene and seconded by Trustee Burcham to approve the Consent Agenda items which include the Regular Board meeting minutes of November 13th, 2023, Statement of Bills for Pooled Checking and Solid Waste & Recycling for November 13th, 2023 to November 26th, 2023 and Temporary Picnic License-Colfantastic Events-Christmas in the Village on December 2nd, 2023-Blind Tiger. A voice vote was taken with all members voting in favor. Motion carried.

Consideration Items

Ehlers Presentation/Discussion -Tax increment Districts and General Fund Debt Ratio – Josh Lowe

Lowe indicated that the 2022 Annual report for TID 3, 4 and 5 were included in the meeting documentation. This information is from about one year ago. Lowe provided some handouts which represent current status and projections into the future.

TID 3 - The JRB approved in early 2023 using TID 3 funds to pay for additional ½ mile streets projects. The Village did complete Cedar Street during 2023. The project was financed with Village cash and TID 3 will be in re-payment status to the General Fund with an interest rate of approximately 5%. Future projects include Balsam Street, which is currently estimated to cost \$610,000 which will have still had plan revisions. TID 3 New Projects will need to be obligated no later than 9/1/2024. Obligation means to accept construction bids, secure financing or escrow funds for the project. The projections work sheet reflects a Cedar Street Advance repayment and a 2024 note G.O. for Balsam Street. With the ½ mile rule and the interest in maximizing the use of the TID, discussion led to consider including Oak Street in the 2024 project considerations. **4-year extension** may be requested to recover TID costs due to it being a blighted Tax Increment District. This request would need to be approved by the JRB at a subsequent meeting.

TID 4- TID 4 has a valuation error in 2023 revenue year which resulted in the value doubling. The error occurred during the creation of TID 5 which was an overlay of TID 4. During this process TID 4 should have been locked in at the 2022 valuation, however valuation doubled. To correct the error, there is a zero valuation for revenue year 2024 and then valuation will return to the base value of \$2,017,100 in revenue 2025. TID 4 and TID 3 are sharing funds, which is reflected in the column labeled Transfer to TID No. 3. When TID 4 is close to the final revenue year of 2026, the Village can consider requesting an affordable housing extension which allow the maximum life to extend one additional year. During this time the Village would have one year to use the balance of the funds anywhere in the Village, but it must be spent within one year. Potential uses include: incentives for new home construction, affordable housing studies & planning work, infrastructure improvements, Municipality's acquisition of property and grant programs.

TID 5 – TID 5 was created in 2021. As a mixed use TID, the TID was created to assist the growth of the East View Development on Dunn Street. In 2022 the Village advanced General Fund cash for the Dunn Street project to install infrastructure to the new lots in East View Development. There is additional development expected through the next few years allowing the TID Value Increment to continue to increase and allow new

projects. The worksheets show the advance repayment to the Village of Colfax and a 2025 advance for continued progress work for new infrastructure on Dunn Street.

In summary, all three Tax Increment Districts are doing well and expected to end with a positive cash flow. Continued street projects will be evaluated to keep forward movement and positive results for the districts.

Other discussion- Stene inquired about some of the housing relations being established between corporations and municipalities to create housing. Lowe advised that it is easier to create a relationship of such when there is a business interest already. There would need to be three parties, the corporation, the Village and a developer to make a housing relation work.

With the information from Lowe and TID 3 expenditure period ending 9/1/2024, Niggemann asked Bates to talk in more detail regarding the Balsam Street project. Bates explained the condition of the street is very poor. The street will need to be fully reconstructed. Niggemann explained that the Village has applied for grant funding assistance through the MSID program with WI DOT. The Village of Colfax and City of Menomonie are the two applicants in the request for funds in the MSID program which requires the project to have a total cost greater than \$250,000. Balsam Steet project meets that requirement. The award notification will occur December 7th, 2023 at a Dunn County Highway meeting. If awarded, the Village may be able to have Oak Street as part of the TID 3 funding which would need to be expended by 9/1/2024. Niggemann and Bates will request a cost agreement from Ayres for Balsam and Oak Street for the 12/11/2023 Board meeting.

No action taken.

Budget Discussion 2024 – Select meeting dates. The first budget meeting will be Wednesday, November 29, 2023 at 6 pm.

Public Hearing Date for Budget – December 7th, 2023 at 6 pm. – No action needed.

Select Other Meeting Dates - Evaluation meetings will be Monday, December 4th, 2023.

Adjourn – A motion was made by Trustee Stene and seconded by Trustee Burcham to adjourn the meeting at 7:52 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Jeff Prince, Village President

Attest:

Lynn Niggemann
Administrator-Clerk-Treasurer

Special Budget Public Hearing - Board Meeting – December 7, 2023

On December 7th, 2023, the Village Board met to hold the Special Budget Public Hearing at 6:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members present: President Prince, Trustees Burcham, Davis and Rud. Excused: Trustees Stene and Jenson. 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 Davis to open the Public Hearing at 6:03 p.m. Voting For: Trustees Burcham, Davis, Rud and Prince. 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 7:18 p.m. Voting For: Trustees Burcham, Davis, Rud & Prince. Voting Against: none. Motion carried.

2024 Budget Discussions and Actions

General Fund Budget/Village of Colfax Tax Levy Amount – Niggemann explained that the combined revenue and expense worksheets represent the budget changes since the November 29th Audit & Finance Committee meeting. Niggemann shared what the budget, tax rate and expenditure restraint looked like with the Village Levy at \$485,082 which was amount levied for 2022-2023, \$490,564 the Allowable Budget Levy amount, \$496,147 the Levy amount if using the Unused Levy Carryforward. After review of the tax rates and the estimated difference in the tax bills, the Village Board decided to use the Unused Levy Carryforward of \$5,583.

Use Unused Levy Carryforward

A motion was made by Trustee Burcham and seconded by Trustee Davis to increase the 2024 Allowable Levy amount to include the Prior Year Unused Levy Carryforward of \$5,583 for the 2024 General Fund Budget. Voting for: Trustees Burcham, Davis, Rud and Prince. Voting Against: none. Motion carried.

Set Tax Levy amount

A motion was made by Trustee Burcham and seconded by Trustee Davis to set the Village Tax Levy to \$496,147. This brings the General Fund Revenue and Expenses to \$1,329,739. Voting For: Trustees Rud, Davis, Burcham and Prince. Voting Against: none. Motion carried.

Tax Resolution 2023-18

A motion was made by Trustee Burcham and seconded by Trustee Davis to approve the Tax Resolution 2023-18 reflecting adopted budget amounts Village \$324,329, Ambulance \$473,44, Library \$61,674 and Debt \$62,800 to total the Total levy amount of \$496,147. The resolution will be corrected to delete the last digit from the CVTC tax rate. Voting For: Trustees Davis, Burcham, Rud and Prince. Voting Against: none. Motion carried.

Adjourn –A motion was made by Trustee Davis and seconded by Trustee Burcham to adjourn the meeting at 6:38 p.m. A voice vote was taken with all members voting in favor.

Jeff Prince, Village President

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/27/2023 From Account:
Thru: 12/10/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
MWG	12/01/2023	MORGAN WHITE GROUP	1,105.53
XCEL	12/04/2023	XCEL ENERGY	4,371.96
79323	11/29/2023	BREMER BANK	191,550.00
79324	11/30/2023	24-7 TELCOM	24.95
79325	11/30/2023	ADAM'S AUTO REPAIR	55.50
79326	11/30/2023	ARAMARK UNIFORM SERVICE, INC	63.62
79327	11/30/2023	AT&T MOBILITY	493.74
79328	11/30/2023	BOBCAT PRO	930.00
79329	11/30/2023	BOUND TREE MEDICAL, LLC	172.35
79330	11/30/2023	CAPITAL ONE	144.13
79331	11/30/2023	CENTURY LINK	130.74
79332	11/30/2023	COLFAX COMMUNITY FIRE DEPT	5,439.95
79333	11/30/2023	CUSTOM WOODWORK & BUILDING SUPPLY, INC	50.00
79334	11/30/2023	DENNY'S APPLIANCE	1,475.52
79335	11/30/2023	DUNN CO HIGHWAY DEPT	2,675.43
79336	11/30/2023	FIRST SUPPLY LLC-EAU CLAIRE	240.01
79337	11/30/2023	GOTO COMMUNICATIONS INC	75.92
79338	11/30/2023	HAWKINS, INC.	1,300.08
79339	11/30/2023	HILL TRUCKING	1,623.33
79340	11/30/2023	HUEBSCH LAUNDRY CO	113.74
79341	11/30/2023	IFLS LIBRARY SYSTEM	168.70
79342	11/30/2023	INTERSTATE AUTOMOTIVE	125.00
79343	11/30/2023	MIDAMERICA BOOKS	159.65
79344	11/30/2023	MISSISSIPPI WELDERS SUPPLY CO.	101.98
79345	11/30/2023	NEWMAN TRAFFIC SIGNS	94.50
79346	11/30/2023	QUILL CORP.	188.97
79347	11/30/2023	STEVE BEAUDIN	112.16
79348	11/30/2023	T-MOBILE	29.40
79349	11/30/2023	WELD RILEY SC	2,221.00
AFLAC	11/30/2023	AFLAC	61.86
EFTPS	12/07/2023	EFTPS-FEDERAL-SS-MEDICARE	6,679.65
WIDOR	12/07/2023	WI DEPARTMENT OF REVENUE	1,050.79
WIETF	11/30/2023	WI DEPT OF EMPLOYEE TRUST FUNDS	6,557.61

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 11/27/2023 From Account:
Thru: 12/10/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
BREMER	12/10/2023	CARDMEMBER SERVICE	1,997.51
WIDCOMP	12/07/2023	WISCONSIN DEFERRED COMPENSATION	260.00
COMPLIFE	12/01/2023	COMPANION LIFE INSURANCE	1,086.79
EXEMPLAR	12/01/2023	EXEMPLAR HEALTH BENEFITS	8,361.95
Grand Total			241,294.02

12/08/2023 9:25 AM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 11/27/2023

From Account:

Thru: 12/10/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
1323	11/30/2023	AT&T MOBILITY	60.75
Grand Total			60.75

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: 17132

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 Christian James Ebert
FIRST NAME MIDDLE NAME LAST NAME

Telephone Number 715 214 4221 Email Address Christian.ebert1117@gmail.com

Current Address N11014 County RD M Colfax 54730
(Street) (City) (Zip Code) (yrs. at address)

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

Date of Birth [Redacted] Age 18

Place of Employment Senergy Coop Viking Bowl

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

Recommendation Approve Deny [Signature] 11/22/23
(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 22 day of November, 20 23.

Lynn M Niggemann 05-15-2025
(Signature of Notary Public) (Commission Expires)

Date Received: 11/22/23 Date to the Board: 12/11/23 Approved or Denied





CERTIFICATE OF COMPLETION

This certifies that

Christian Ebert

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
11/22/2023



Expiration Date
11/21/2025



Certificate #
WI-00619886

A handwritten signature in black ink, appearing to read 'Sarah Negron'.

Official Signature

This certificate is non-transferable 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.

UNIT PRICE APPLICATION FOR PAYMENT




Project: 2023 Street and Utility Improvements Project No: 23-1899.00
 Owner: Colfax, Wisconsin Contract For: Street & Utility Improvements
 Contractor: Skid Steer Guy, LLC Contract Date: March 29, 2023
 Application No: 4 Period Beginning: September 1, 2023
 Application Date: November 1, 2023 Period Ending: November 1, 2023

Change Order Summary		Dollars		Time	
		Additions	Deductions	Add/Deduct (Days)	Original Completion Date:
Total Change Orders Approved in Previous Months By Owner					
Change Orders This Period		\$19,514.75			New Completion Date:
Number	Approved (Date)				
1	August 10, 2023				
Net Change		\$19,514.75		0	

Original Contract Price (Sum)	\$348,815.00
Net Change by Change Orders	\$19,514.75
Net Change by Change in Final Quantities	\$0.00
Contract Price (Sum) to Date	\$368,329.75
<hr/>	
Total Completed Amount to Date (Col. J on Continuation Sheet)	\$337,093.85
Material Suitably Stored Not Incorporated Into Work (Col. K on Continuation Sheet)	\$0.00
Total Completed and Stored to Date (Col. L on Continuation Sheet)	\$337,093.85
Less 5% Retainage to 50% Complete	\$0.00
Amount Due Less Retainage	\$337,093.85
Less Previous Payments	\$327,885.61
Amount Due This Application	\$9,208.24

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials, and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such lien, security interest, or encumbrance); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Contractor
 (Authorized Signature and Title)
 Date: 11/13/23

RECOMMENDED:

By:  Architect/Engineer Gareth Shambeau
 Project Manager
 (Authorized Signature and Title)
 Date: 12/08/2023

APPROVED: _____
 Owner
 (Authorized Signature and Title)
 Date: _____

Copy to: Owner Contractor A/E Proj. Mgr. A/E Field Rep. _____

Make Payment to:

CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

Project: 2023 Street and Utility Improvements Project No: 23-1899.00 Contract For: Street & Utility Improvements Contract Date: March 29, 2023						Application No: 4 Application Date: November 1, 2023 Period Beginning: September 1, 2023 Period Ending: November 1, 2023					
Item No. (A)	Description of Work (B)	Unit (C)	Approx Quantity (D)	Unit Price (E)	Total Price (F)	Completed Quantity			Completed Amount (J)	Stored Material* (K)	Completed & Stored To Date (L) = (J + K)
						Previous Period (G)	This Period (H)	Total to Date (I)			
1	Remove Existing Hydrant	Each	1	1,200.00	1,200.00	1		1	1,200.00		1,200.00
2	Abandon Existing Water Main	L.S.	1	800.00	800.00	1		1	800.00		800.00
3	6" Water Main PVC	L.F.	40	46.00	1,840.00	40		40	1,840.00		1,840.00
4	8" Water Main PVC	L.F.	500	65.00	32,500.00	500		500	32,500.00		32,500.00
5	6" Valve and Box	Each	1	1,900.00	1,900.00	1		1	1,900.00		1,900.00
6	8" Valve and Box	Each	3	3,900.00	11,700.00	2		2	7,800.00		7,800.00
7	Hydrant	Each	1	5,800.00	5,800.00	1		1	5,800.00		5,800.00
8	Connect to Existing Water Main	Each	4	1,500.00	6,000.00	4		4	6,000.00		6,000.00
9	1" Water Service	L.F.	305	43.00	13,115.00	373		373	16,039.00		16,039.00
10	1" Corp Stop, Curb Stop, and Box	Each	9	550.00	4,950.00	11		11	6,050.00		6,050.00
11	8" Sanitary Sewer PVC	L.F.	485	52.00	25,220.00	485		485	25,220.00		25,220.00
12	Connect to Existing Sanitary	Each	3	200.00	600.00	3		3	600.00		600.00
13	Sanitary Manhole 4 Ft	V.F.	32.9	300.00	9,870.00	32.9		32.9	9,870.00		9,870.00
14	Manhole Drop Entrance	V.F.	5.7	93.00	530.10	5.7		5.7	530.10		530.10
15	CASTING TYPE J-S	Each	3	450.00	1,350.00	3		3	1,350.00		1,350.00
16	4" Wye	Each	9	120.00	1,080.00	12		12	1,440.00		1,440.00
17	4" Sanitary Lateral PVC	L.F.	300	44.00	13,200.00	400		400	17,600.00		17,600.00
18	Tracer Wire Access Box	Each	9	50.00	450.00	9		9	450.00		450.00
19	Sanitary Sewer Televising	L.F.	485	1.80	873.00	485		485	873.00		873.00
20	12" Storm Sewer	L.F.	135	56.00	7,560.00	135		135	7,560.00		7,560.00
21	6" Underdrain Pipe	L.F.	855	7.65	6,540.75			0	0.00		0.00
22	Connect to Existing Storm	Each	1	50.00	50.00	1		1	50.00		50.00
23	Inlet 2x3 Ft	V.F.	20.4	215.00	4,386.00	20.4		20.4	4,386.00		4,386.00
24	CASTING TYPE H	Each	4	650.00	2,600.00	4		4	2,600.00		2,600.00
25	CASTING TYPE HD	Each	1	650.00	650.00	1		1	650.00		650.00
26	Inlet Protection	Each	6	40.00	240.00	6		6	240.00		240.00
27	Trackout Control	L.S.	1	10.00	10.00			0	0.00		0.00
28	Remove Existing Asphalt	S.Y.	2290	3.00	6,870.00	2290		2290	6,870.00		6,870.00
29	Remove Existing Concrete	S.Y.	560	4.00	2,240.00	560		560	2,240.00		2,240.00
30	Remove Existing Curb and Gutter	L.F.	755	6.00	4,530.00	755		755	4,530.00		4,530.00
31	Clearing and Grubbing	I.D.	180	26.00	4,680.00	180		180	4,680.00		4,680.00

* If applicable, attach receipts or other proof of ownership or title to stored products

CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

32	Pavement Saw Cutting	L.F.	180	3.00	540.00	210				
33	Roadway Earthwork	C.Y.	2200	13.00	28,600.00	1380	210	630.00		630.00
34	Geotextile Stabilization Fabric	S.Y.	2460	2.50	6,150.00	2460	1380	17,940.00		17,940.00
35	Breaker Run	C.Y.	820	28.00	22,960.00		2460	6,150.00		6,150.00
36	Base Course	C.Y.	650	28.00	18,200.00	650	0	0.00		0.00
37	1-1/2" Asphaltic Concrete Binder Pavi	S.Y.	2160	12.00	25,920.00	2325	650	18,200.00		18,200.00
38	1-1/2" Asphaltic Concrete Surface Pav	S.Y.	2160	12.00	25,920.00	2325	2325	27,900.00		27,900.00
39	30" Concrete Curb and Gutter	L.F.	910	13.50	12,285.00	910	2325	27,900.00		27,900.00
40	Concrete Driveway Paving	S.F.	970	7.00	6,790.00	970	910	12,285.00		12,285.00
41	4" Concrete Sidewalk	S.F.	4230	4.20	17,766.00	4230	970	6,790.00		6,790.00
42	Detectable Warning Field	S.F.	30	45.00	1,350.00	30	4230	17,766.00		17,766.00
43	Turf Replacement	L.S.	1	9,000.00	9,000.00	1	30	1,350.00		1,350.00
	Change 1	L.S.	1	19,514.75	19,514.75	1	1	9,000.00		9,000.00
Subtotal or Total					368,330.60		1	19,514.75		19,514.75
								337,093.85	0.00	337,093.85

* If applicable, attach receipts or other proof of ownership or title to stored products

INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated December 5th 2023, which is an attachment to the Master Agreement dated December 21, 2018 between the Village of Colfax (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: 2024 Street and Utility Improvements

ATTACHMENT A - SCOPE OF SERVICES

ARTICLE 1 - BASIC SERVICES

1.1 General

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

1.1.2 CONSULTANT will provide professional services for the design, bidding, and construction administration phase services for the 2024 Streets and Utility Improvements. The project will consist of the following:

1. **Balsam Street** from Railroad Avenue through 1st Avenue – reconstruction of approximately - 635 ft of roadway, curb and gutter, asphalt, sanitary sewer, water main, and storm sewer within the Village right-of-way.

1.2 Survey

CONSULTANT shall:

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

- Point file
- Site photos
- Structure Inventories

1.3 Preliminary Design Phase

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

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design documents and present and review them in person with OWNER.

1.4 Final Design Phase

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

1.4.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the format of the Construction Specifications Institute).

1.4.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.5 Bidding or Negotiating Phase

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

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6 Construction Phase

During the Construction Phase:

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

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

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

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

1.6.2.3 The purpose of CONSULTANT's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, CONSULTANT shall not, during such visits or as a result of such observations of

Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, CONSULTANT can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s)' work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. CONSULTANT shall review (and take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. CONSULTANT shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes Between OWNER and Contractor. CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9 Applications for Payment. Based on CONSULTANT's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

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

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

1.6.10 Contractor(s)' Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11 inclusive, shall be construed to release CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by CONSULTANT in the Contract Documents.

1.6.13 CONSULTANT shall provide one-time construction staking services for the water main, sanitary sewer, storm sewer, and curb and gutter (used for street) elements of the project. Bidding specifications will reflect that any restaking due to Contractors' actions will be the responsibility of the Contractor.

1.7 Post-Construction Phase

During the Post-Construction Phase, CONSULTANT shall, when requested by OWNER:

1.7.1 Not Used

1.7.2 Not Used

1.7.3 Not Used

1.7.4 Not Used

1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant. In that record drawings are based on information provided by others, CONSULTANT cannot and does not warrant their accuracy.

1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 – 2.1.10 Not Used

2.1.11 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Not Used

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Attachment C.

2.2.1 Services in connection with work change directives and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

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

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 – 3.4.5 Not Used

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Not Use

3.6 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.8 Not Used

3.9 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:

3.9.1 Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

3.9.2 Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor(s) raises, or CONSULTANT reasonably requests.

3.9.3 Such auditing services as OWNER requires to ascertain how or for what purpose any Contractor has used the money paid.

3.10 If OWNER designates a person to represent OWNER at the site who is not CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 – 3.14 Not Used

3.15 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.16 Bear all costs incident to compliance with the requirements of Article 3.

ATTACHMENT B - PERIOD OF SERVICES

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, CONSULTANT shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project. The Bidding Phase of the project is anticipated to be completed before July 1st of 2024.

4.3 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.4 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

4.5 - 4.6 Not Used

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by CONSULTANT of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8 The Post-Construction Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.10 Not Used

4.11 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's

services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

4.12 Not Used

ATTACHMENT C - COMPENSATION AND PAYMENTS

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, except for services for CONSULTANT's Resident Project Representative as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times their current hourly rate for all services performed on the Project, plus reimbursable expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 Not Used

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated to be \$63,400 based on the following assumed distribution of compensation:

a. Survey	\$4,700
b. Preliminary, Final Design & Permitting	\$44,000
d. Bidding Phase	\$4,200
e. Construction Administration Phase	\$10,500

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

5.1.1.5 The total estimated compensation for CONSULTANT's services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.2 Resident Project Representative and Post-Construction Phase Basic Services. OWNER shall pay CONSULTANT for Resident Project Representative and Post-Construction Basic Services as follows:

5.1.2.1 Resident Project Representative Services. For services of CONSULTANT's Resident Project Representative, if any, under Attachment A, paragraph 1.6.2, an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any. The total compensation under this paragraph is estimated to be \$37,000 based upon the periods of service as set forth herein. Estimate assumes 230 hours of full-time construction observation during utility construction and part-time observation for street construction. Contractor production rates may require additional construction observation.

5.1.3 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.3.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 or 2.2 (except for services as a consultant or witness under Attachment A, paragraph 2.1.13), an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.4 Not Used

5.1.5 Amounts Billed. The amounts billed for CONSULTANT's services will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.6 thru 5.1.7 Not Used

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Not Used

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other


highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

Village of Colfax
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)



(Typed Name)

Gareth Shambeau

(Title)

Manager, Municipal Services

(Date)

December 8, 2023

AMENDMENT TO AGREEMENT

Amendment dated December 11th, 2023

The Agreement for Professional Services made as of December 11th, 2023 between The Village of Colfax (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

ARTICLE 1 - BASIC SERVICES

Add the following scope of services under section 1.1.2:

2. **Oak Street** from High Street to Hwy 170.- Full depth pavement reconstruction not including underground utilities. Work will be bid as an alternate bid item to the same contract if awarded.

ARTICLE 5 - COMPENSATION AND PAYMENTS

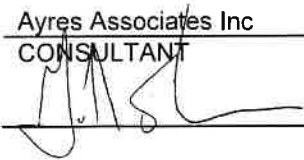
Amend Article 5 – Compensation and Payments to be updated as follows:

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated to be ~~\$63,400~~ \$107,800 based on the following assumed distribution of compensation:

a. Survey	\$	4,700	7,300
b. Preliminary, Final Design & Permitting	\$	44,000	61,000
d. Bidding Phase	\$	4,200	
e. Construction Administration Phase	\$	10,500	14,300

5.1.2.1 Resident Project Representative Services. For services of CONSULTANT's Resident Project Representative, if any, under Attachment A, paragraph 1.6.2, an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any. The total compensation under this paragraph is estimated to be ~~\$37,000~~ \$44,400 based upon the periods of service as set forth herein. Estimate assumes 230 282 hours of full-time construction observation during utility construction and part-time observation for street construction. Contractor production rates may require additional construction observation.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

_____		Ayres Associates Inc
OWNER		CONSULTANT
_____	(Signature)	
_____	(Typed Name)	Gareth Shambeau
_____	(Title)	Manager, Municipal Services
_____	(Date)	December 8, 2023

Village of Colfax

5 Year Capital Improvement Plan Street & Utility Reconstruction

Priority	Street	Est. Cost
1	<u>Balsam St. (Railroad Ave thru 1st Ave/End)</u> <ul style="list-style-type: none"> ▪ 635' S Street/Curb (36' Face-Face) ▪ Reconstruct Sanitary & Water to end (145' north of 1st) with 16' wide dwy width ▪ Reconstruct Storm Sewer Assume 50% sidewalk reconstruction 	\$620,000
2	<u>HWY 40 / University Ave</u> <ul style="list-style-type: none"> ▪ 1300' Curb & Gutter (South Side Only) ▪ Includes pavement sawcutting, basecourse, erosion control, grading, and restoration. 	\$81,000
3	<u>Oak St. (High St. to Hwy 170)</u> <ul style="list-style-type: none"> ▪ 375' Street/Curb (36' Face-Face) 	\$179,000
3B	<u>Oak St. (High St. to Hwy 170)</u> <ul style="list-style-type: none"> ▪ 375' Street/Curb (36' Face-Face) ▪ Sanitary Sewer Reconstruction 	\$227,000
4	<u>Johnson-Olson Rd (University to High)</u> <ul style="list-style-type: none"> ▪ Resurface ▪ Asphalt, base, subbase 20' wide 	\$177,000
5	<u>Railroad Ave. (Main St. to Cty Rd M)</u> <ul style="list-style-type: none"> ▪ 3500' Street no curb ▪ Sidewalk Reconstruction Pine St. To Balsam St. (N. Side Only) ▪ New Storm Sewer at intersections west of river - 30" mainline. No Storm sewer east of river (ditch or infiltration). 	\$1,110,000

6	<u>High St. – East (Bus Garage to Cty Hwy M)</u> <ul style="list-style-type: none"> ▪ 2400' Street/Curb (32' Face-Face) ▪ New Storm Sewer to Amble St. ▪ Watermain Reconstruction ▪ Sanitary Sewer Reconstruction 	\$1,807,000
7	<u>High St. – West (Oak St. to Birch St.)</u> <ul style="list-style-type: none"> ▪ 700' Street/Curb (36' Face-Face) ▪ Storm Sewer Reconstruction ▪ Watermain Reconstruction ▪ Sanitary Sewer Reconstruction 	\$656,000
8	<u>Amble St. (University to High)</u> <ul style="list-style-type: none"> ▪ 525' Street/Curb (32' Face-Face) ▪ New Storm Sewer to Hwy 40 ▪ Watermain Reconstruction ▪ Sanitary Sewer Reconstruction 	\$434,000
9	<u>Pine St. (Railroad to End)</u> <ul style="list-style-type: none"> ▪ 900' Street/Curb (36' Face-Face) ▪ Sidewalk Reconstruction (both sides) ▪ Storm Sewer Reconstruction ▪ Watermain Reconstruction ▪ Sanitary Sewer Reconstruction 	\$902,000



Emergency Medical Services & Ambulance Transportation Joint Response "Intercept" Billing/Reimbursement/Revenue Sharing Agreement



VERSION NOVEMBER 2023

Eau Claire Fire Department (Provider)
and
Colfax Rescue Squad (Recipient)

desire to demonstrate their commitment to providing the best possible care to their patients by entering into this Advanced Life Support Joint Intercept Agreement.

Provider agrees to provide **Recipient** with Advanced Life Support (ALS) intercept service when **Recipient** requests such service. When such response is requested and provided to recipients of Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), and any other institutions that have documented requirements requiring joint billing by the transporting agency, or Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above. The billing procedures outlined within this Agreement will be followed.

1. When **Provider** provides ALS care and **Recipient** transports the patient in their vehicle:
 - a) **Recipient** will be responsible for the billing and collection associated with the ALS service provided by **Provider** as required by CMS regulations.
 - b) **Recipient** will pay **Provider**
 - i. 50% of the reimbursement received from Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), any other institutions that have documented requirements requiring joint billing by the transporting agency, or Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above for the Base Rate charged
 - ii. 50 % of the funds received from any secondary or supplemental payor for the Base Rate Charged.
 - iii. 50% of the per mile reimbursement multiplied by the number of miles (reported to the nearest tenth of a mile) that the **Provider** was on board the transporting unit.
 - iv. The amount of reimbursement retained by or paid to **Recipient** cannot exceed the maximum amount* they would have received had no intercept occurred, any difference above 50% of this amount must be retained by or paid to **Provider** as an additional amount.
 - c) It is understood that **Provider** Medicare provider number _____ shall only be used when **Provider** is involved in a **Recipient** transport.
 - d) **Recipient** accepts responsibility to accurately track reimbursements for ALS Intercepts in which they provide transport so as to adhere to the guidelines set forth in this billing agreement.

2. When **Provider** provides ALS care and transports the patient in its vehicle with the assistance of **Recipient**
 - a) **Provider** will be responsible for the billing and collection associated with its service.
 - b) **Provider** will pay **Recipient**
 - i. 50% of the reimbursement received from Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), any other institutions that have documented requirements requiring joint billing by the transporting agency, or Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above for the Base Rate charged
 - ii. 50 % of the funds received from any secondary or supplemental payor for the Base Rate Charged.
 - iii. 50% of the per mile reimbursement multiplied by the number of miles (reported to the nearest tenth of a mile) that the **Recipient** was on board the transporting unit.
 - iv. The amount of reimbursement retained by or paid to **Recipient** cannot exceed the maximum amount* they would have received had no intercept occurred, any difference above 50% of this amount must be retained by or paid to **Provider** as an additional amount.
 - c) **Provider** accepts responsibility to accurately track reimbursements for ALS intercepts in which they provide transport so as to adhere to the guidelines set forth in this billing agreement.



Emergency Medical Services & Ambulance Transportation Joint Response "Intercept" Billing/Reimbursement/Revenue Sharing Agreement



VERSION NOVEMBER 2023

* = Determining the "Maximum Amount they would have received had no intercept occurred": This would be the maximum allowable pursuant to the appropriate payor's fee schedule based on the level of service provided by **Recipient**. This most typically would be the BLS Level however could be ALS1 in the event **Recipient** is licensed to the Intermediate Technician (EMT-IT or AEMT) or Intermediate Level and is permitted to perform and bill for limited ALS level skills.

3. Transports not involving patients with Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), and any other institutions that have documented requirements requiring joint billing by the transporting agency, or Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above. Will be billed independently by each ambulance service for the services that were provided to the patient.
4. Transports involving Auto or other Third Party Liability Insurance Policies deemed responsible for payment will be billed independently by each ambulance service for the services that were provided to the patient.
 - a) Auto or Other Third Party Liability Insurance is determined to not have payable benefits to either provider and the patient is a recipient of Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), and any other institutions that have documented requirements requiring joint billing by the transporting agency, Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above. The non-transporting agency will submit to the transporting agency an itemized invoice for services provided, a copy of their Patient Care Report and a copy of the denial so that the bills can be combined and submitted to the correct payor as an Intercept. The applicable terms above will then apply regarding revenue sharing.
 - b) Auto or Other Third Party Liability Insurance primary to Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA) Conditional Payments, it is hereby agreed that both agencies agree that if they are not reimbursed by the Auto or Other Third Party Liability Insurance within 120 days from the Date of Service the non-transporting agency will submit to the transporting agency an itemized invoice for services provided, a copy of their Patient Care Report and a copy of the denial so that the bills can be combined and submitted to the correct payor as an Intercept under Conditional Payment Provisions. The applicable terms above will then apply regarding revenue sharing. Both agencies agree that they will withdraw any pending claims with the Auto or Other Third Party Liability Insurance and agree to compliantly refund any payments received on/after the date a claim is submitted for Conditional Payment to the source of the payment unless required to do otherwise.
 - c) In the event an Auto or Other Third Party Liability Insurance pays one provider and the other provider's claim is denied the Provider receiving the denial will submit a copy of the denial to the other provider who agrees to pay 50% of the funds received from the Auto or Other Third Party Liability Insurance and any secondary billings which will be deemed as Payment in Full for Services rendered.
5. Responses that involve on-scene care only will be billed independently by each agency; except where the patient is DOA and has Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), and any other institutions that have documented requirements requiring joint billing, or Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above.
 - a) In such case, **Recipient** will be responsible for the billing and collection as required by CMS regulations.
 - b) Upon receipt of payment b). **Recipient** will pay **Provider**
 - i. 50% of the funds received from Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), any other institutions that have documented requirements requiring joint billing by the transporting agency, or Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above
 - ii. 50% of the funds received from any secondary or supplemental payor.
6. Not Billable/Reimbursable ALS Services: In the event that an ALS Intercept is requested by **Recipient** for any reason and it is subsequently determined that one or more of the conditions listed below apply the **Provider** agrees that they have not provided a "Billable" service and therefore waive any right to revenue sharing under the terms of this agreement. The **Provider** further agrees that they will not bill the patient or any other payor separately for their services.



Emergency Medical Services & Ambulance Transportation Joint Response “Intercept” Billing/Reimbursement/Revenue Sharing Agreement



VERSION NOVEMBER 2023

- a) **Medical Necessity and Reasonableness:** The services provided by the **Provider** as documented in the Patient Care Report (PCR) provided with the invoice for their services do not meet the documented medical necessity and reasonableness requirements set forth by the payor applicable to the transport that requires the Joint Billing outlined in this agreement.
 - b) **ALS Assessment or ALS Intervention:** When the **Provider’s** PCR does not document that the **Provider** provided a medically necessary ALS Assessment or at least one ALS intervention. In the event the **Recipient** is permitted to perform limited ALS Skills and has already provided a qualifying ALS Assessment the documentation must establish that the ALS Assessment provided by the **Provider** assessed conditions not already assessed, or at a higher level than already provided.
7. **Special Payor Exceptions:**
- a) **Medicaid Michigan:** Pursuant to the Michigan Department of Health and Human Services Medicaid Provider Manual Version Date October 1, 2015 Ambulance Chapter Section 3 Item 1 “Intercepts” the manual states “In situations where a BLS vehicle intercepts with an ALS vehicle, each provider may bill for the appropriate base rate and for the loaded mileage they provided (if any).”
 - b) **Medicaid Illinois:** Medicaid Illinois does not recognize Paramedic Intercepts as a billable/covered service. No additional reimbursement is available and the transporting provider can only bill to the level they are licensed for and approved to bill for by Illinois Department of Healthcare & Family Services. This information appears on the Provider Information Sheet issued by Illinois Department of Healthcare & Family Services. Revenue Sharing will be based on the amount received based on the level of service that is billable.
 - c) **Medicaid Iowa:** Pursuant to the Iowa Department of Human Services Ambulance Services Provider Handbook Version April 1, 2014 Chapter III. Provider-Specific Policies Section B Item 1 Bullet Point 5 “If more than one ambulance service is called to provide ground ambulance transport, payment will be made to only one ambulance company. When a paramedic from one ambulance service joins a ground ambulance company already in transport, coverage is not available for services and supplies provided by the paramedic.” Revenue Sharing will be based on the amount received based on the level of service that is billable.
8. **Billing and Documentation:** The **Provider** will provide **Recipient** and/or their Billing Office with an itemized invoice for the services rendered including mileage for the distance that they are on board the transporting unit (reported to the nearest tenth of a mile) and a copy of their completed Patient Care Report (PCR) within 21 Calendar Days of the Date of Service. **Recipient** will not bill out their claim until this documentation has been received in the Billing Office to insure the claim is complete prior to submission for reimbursement consideration. In the event the required documentation is not received within 60 calendar days of the date of transport the claim will be submitted by **Recipient** based solely on the services they rendered and no revenue sharing will occur with **Provider**. **Provider** agrees not to bill the patient privately in this event.
9. **Transfer of Balance to Collection Agency:** In the event the patient has a co-pay or co-insurance that they do not pay timely it will be at the discretion of the Service billing as to if/when the account is turned over to a Collection Agency. If a balance is transferred to a Collection Agency written notification shall be made to the other Service and if payment is collected at a later date the appropriate revenue sharing will still occur.
10. **Payments:** Payments shall be submitted to the appropriate Service within 60 days of receipt. When payments are submitted to the appropriate service pursuant to this agreement it will indicate the type of payment it is:
- a) **Partial Payment:** A balance still remains and additional payments will be made upon receipt of additional funds.
 - b) **Final Payment:** This is the final payment, no balance remains
 - c) **Full Payment:** The payment is the only payment that will be made on this account.



Emergency Medical Services & Ambulance Transportation Joint Response "Intercept" Billing/Reimbursement/Revenue Sharing Agreement



VERSION NOVEMBER 2023

11. When **Recipient** provides care on scene and **Provider** transports the patient in **Provider** vehicle without the assistance of **Recipient** :
 - a. **Provider** will be responsible for the billing and collection associated with its service.
 - b. **Provider** will pay **Recipient**
 - i. The lesser of
 1. A Flat Rate of \$100 from the funds received, or
 2. 50% of the funds receivedfrom Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), any other institutions that have documented requirements requiring joint billing by the transporting agency, or Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above as compensation for the services they rendered to the patient prior to transport.

12. When **Provider** provides ALS care on scene and the patient is not transported.
 - a. **Provider** will be responsible for the billing and collection associated with its service.
 - b. **Provider** will pay **Recipient**
 - i. The lesser of
 1. A Flat Rate of \$100 from the funds received, or
 2. 50% of the funds received from Medicare, Medicare HMO, Medicaid, Medicaid HMO, Veteran's Administration (VA), any other institutions that have documented requirements requiring joint billing by the transporting agency, or Commercial **Health** Insurance Plans primary to and coordinating benefits with any of the specified payors listed above as compensation for the services they rendered to the patient.

13. Vehicle Lease: When **Recipient** requires the use of **Provider's** ambulance to complete the transport of the patient, and **Recipient** retains sole and full responsibility for all Clinical Patient Care rendered:
 - a). **Recipient** will be responsible for the billing and collection associated with its service.
 - b). **Recipient** will pay **Provider** the amount of reimbursement received for the mileage associated with such transport as compensation for the use of their vehicle. **Recipient** will retain the reimbursement associated with the Base Rate billed for the transport as compensation for the use of their crew.

This agreement is effective with Dates of Service on/after _____, or the date of latest signature below if not otherwise specified, and when signatures from both parties have been placed on this Agreement and will remain in effect until either party provides the other party with a thirty (30) day written notice of cancellation or modification.



**Emergency Medical Services & Ambulance Transportation
Joint Response "Intercept" Billing/Reimbursement/Revenue
Sharing Agreement**



VERSION NOVEMBER 2023

Dated this _____ day of _____, 20____

Dated this _____ day of _____, 20____

Eau Claire Fire Department

Provider Agency Name

Colfax Rescue Squad

Recipient Agency Name

Signature

Signature

Print Name

Print Name

Title

Title

Phone

Phone

If you are a LifeQuest Client, who will pay your Intercepts

If you are a LifeQuest Client, who will pay your Intercepts

LifeQuest (From Monthly Revenue) [^] Recommended

LifeQuest (From Monthly Revenue) [^] Recommended

Service will Pay Own Intercepts

Service will Pay Own Intercepts



**Emergency Medical Services & Ambulance Transportation
Joint Response "Intercept" Billing/Reimbursement/Revenue
Sharing Agreement**



VERSION NOVEMBER 2023

Agency Information	
Legal Name	Village of Colfax
d/b/a Name (If Different than Above)	Colfax Rescue
Mailing Address Line 1	PO Box 417
Mailing Address Line 2	
Mailing Address City, State, Zip	Colfax WI 54730
Intercept Agreement Contact Person (Contact when Questions about Agreement arise or updates are needed)	
Name	Donald Knutson
Title	Ambulance Director
Role	Director
Phone	715 303 3049 ext 1
E-Mail	dknutson@colfaxrescue.us
Fax	715 303 3049
Primary Intercept Billing Contact Person ★ If Different than Above (Contact regarding Billing of Intercepts (i.e. Need Intercept Bill, Received Intercept Bill believed to be incorrect, Follow Up on Status of Payment for Intercept Bill))	
Name	
Title	
Company Name (If Different than Agency i.e. Billing Office)	
Phone	
E-Mail	
Fax	
Secondary Intercept Billing Contact Person ★ If Different than Above (Contact regarding Billing of Intercepts (i.e. Need Intercept Bill, Received Intercept Bill believed to be incorrect, Follow Up on Status of Payment for Intercept Bill))	
Name	Sheila Riemer
Title	Deputy Clerk
Company Name (If Different than Agency i.e. Billing Office)	Village of Colfax
Phone	715 962 3311
E-Mail	Deputy@VillageofColfaxwi.org
Fax	715 962 2221
Intercept Billing Mailing Address (Where Intercept Bills should be sent when our Agency Provides your Agency with an Intercept)	
Name	Colfax Rescue
Attn (If Applicable)	Donald Knutson
Address Line 1	PO Box 417
Address Line 2	
City, State, Zip	Colfax WI 54730
Intercept Payment Mailing Address	
Name	Colfax Rescue
Attn (If Applicable)	
Address Line 1	PO Box 417
Address Line 2	
City, State, Zip	Colfax WI 54730



Emergency Medical Services & Ambulance Transportation Joint Response "Intercept" Billing/Reimbursement/Revenue Sharing Agreement



VERSION NOVEMBER 2023

Agency Information	
Legal Name	
d/b/a Name (If Different than Above)	
Mailing Address Line 1	
Mailing Address Line 2	
Mailing Address City, State, Zip	
Intercept Agreement Contact Person (Contact when Questions about Agreement arise or updates are needed)	
Name	
Title	
Role	
Phone	
E-Mail	
Fax	
Primary Intercept Billing Contact Person ★ If Different than Above (Contact regarding Billing of Intercepts (i.e. Need Intercept Bill, Received Intercept Bill believed to be incorrect, Follow Up on Status of Payment for Intercept Bill))	
Name	
Title	
Company Name (If Different than Agency i.e. Billing Office)	
Phone	
E-Mail	
Fax	
Secondary Intercept Billing Contact Person ★ If Different than Above (Contact regarding Billing of Intercepts (i.e. Need Intercept Bill, Received Intercept Bill believed to be incorrect, Follow Up on Status of Payment for Intercept Bill))	
Name	
Title	
Company Name (If Different than Agency i.e. Billing Office)	
Phone	
E-Mail	
Fax	
Intercept Billing Mailing Address (Where Intercept Bills should be sent when our Agency Provides your Agency with an Intercept)	
Name	
Attn (If Applicable)	
Address Line 1	
Address Line 2	
City, State, Zip	
Intercept Payment Mailing Address	
Name	
Attn (If Applicable)	
Address Line 1	
Address Line 2	
City, State, Zip	

Village of Colfax

Date: December 8, 2023

To: Village Board

From: Lynn Niggemann, Administrator-Clerk-Treasurer

Re: Fire Department Charges for Village Fire Runs

The Village of Colfax has been paying for Fire Department Charges for all Fire Department Charges billed out to calls in the Village limits. At the Audit & Finance Committee meeting on November 29, 2023, the Board decided to revisit how the Fire Department charges are handled for the Village of Colfax going forward.

The Village of Colfax should determine a process if they would like to recover the fire department charges from the property owners. Some municipalities will pay \$500 of the bill which would assist the property owner with their deductible. Most municipalities invoice the property owners for the entire bill because the cost of a fire truck is usually covered under the property insurance.

Looking for action of whether to invoice the property owner for fire calls beginning 1/1/2024.

Election Inspector Appointment
Contact List
January 1, 2024 through December 31, 2025

DIANE HODGSON (Unaffiliated)- **Chief Inspector**

ABBIE HARTUNG (Unaffiliated)- **Chief Inspector**

RUTH HILL (Unaffiliated)

KATHY DUNBAR (Unaffiliated)

CAREY DAVIS (Unaffiliated)

RICHARD OLSON (Unaffiliated)

GARY STENE (Unaffiliated)

BARBARA BLACK (Republican)

NANCY MOULEDOUX (Republican)

SUSAN ANDERSON (Unaffiliated)

2023 Sewer Rates Review

Size:	# of Meters	Current Rate	Yield	New Rate	Yield	Difference	
5/8-3/4"	444	\$ 33.79	\$ 60,011.04	\$ 33.79	\$ 60,011.04	\$ -	
1-inch	21	\$ 38.61	\$ 3,243.24	\$ 38.61	\$ 3,243.24	\$ -	
1-1/4"	1	\$ 43.45	\$ 173.80	\$ 43.45	\$ 173.80	\$ -	
1-1/2"	1	\$ 48.27	\$ 193.08	\$ 48.27	\$ 193.08	\$ -	
2-inch	5	\$ 57.92	\$ 1,158.40	\$ 57.92	\$ 1,158.40	\$ -	
3-inch	2	\$ 86.87	\$ 694.96	\$ 86.87	\$ 694.96	\$ -	
4-inch	2	\$ 120.66	\$ 965.28	\$ 120.66	\$ 965.28	\$ -	
TOTALS	476		\$ 66,439.80		\$ 66,439.80	\$ -	
Qtrly Sewer Maint. Fee		Current Rate	Yield	New Rate	Yield	Difference	
		\$ 12.50	\$ 23,800.00	\$ 12.50	\$ 23,800.00	\$ -	
Volume		Current Rate	Yield	New Rate	Yield		
23,844,845	gallons	\$ 5.15	\$ 122,800.95	\$ 5.25	\$ 125,185.44	\$ 2,384.48	
23,844,845	gallons	\$ 5.15	\$ 122,800.95	\$ 5.36	\$ 127,712.99	\$ 4,912.04	
23,844,845	gallons	\$ 5.15	\$ 122,800.95	\$ 5.46	\$ 130,169.01	\$ 7,368.06	
Examples:							
Customer Classification	Meter Size	Gallons	Existing Qtrly. Rate	With 2% Incr. Qtrly. Rate	Difference	Individual difference	Total Annual difference
Average Residential	5/8-3/4"	30,000	\$ 200.79	\$ 203.79	\$ 3.00	\$ 12.00	\$ 3,924.00
Large Residential	5/8-3/4"	62,000	\$ 365.59	\$ 371.79	\$ 6.20	\$ 24.80	\$ 1,438.40
Commercial	1"	150,000	\$ 828.45	\$ 838.61	\$ 10.16	\$ 40.64	\$ 40.64
Public Authority	1-1/2"	225,000	\$ 1,219.52	\$ 1,242.02	\$ 22.50	\$ 90.00	\$ 90.00
Industrial	2"	450,000	\$ 2,387.92	\$ 2,432.92	\$ 45.00	\$ 180.00	\$ 180.00
Customer Classification	Meter Size	Gallons	Existing Qtrly. Rate	With 4% Incr. Qtrly. Rate	Difference	Individual difference	Total Annual difference
Average Residential	5/8-3/4"	30,000	\$ 200.79	\$ 206.97	\$ 6.18	\$ 24.72	\$ 8,083.44
Large Residential	5/8-3/4"	62,000	\$ 365.59	\$ 378.36	\$ 12.77	\$ 51.09	\$ 16,705.78
Commercial	1"	150,000	\$ 818.79	\$ 849.69	\$ 30.90	\$ 123.60	\$ 123.60
Public Authority	1-1/2"	225,000	\$ 1,205.04	\$ 1,251.39	\$ 46.35	\$ 185.40	\$ 185.40
Industrial	2"	450,000	\$ 2,363.79	\$ 2,456.49	\$ 92.70	\$ 370.80	\$ 370.80
Customer Classification	Meter Size	Gallons	Existing Qtrly. Rate	With 6% Incr. Qtrly. Rate	Difference	Individual difference	Total Annual difference
Average Residential	5/8-3/4"	30,000	\$ 200.79	\$ 210.06	\$ 9.27	\$ 37.08	\$ 12,125.16
Large Residential	5/8-3/4"	62,000	\$ 365.59	\$ 384.75	\$ 19.16	\$ 76.63	\$ 4,444.66
Commercial	1"	150,000	\$ 818.79	\$ 865.14	\$ 46.35	\$ 185.40	\$ 185.40
Public Authority	1-1/2"	225,000	\$ 1,197.69	\$ 1,274.57	\$ 76.88	\$ 307.50	\$ 307.50
Industrial	2"	450,000	\$ 2,363.79	\$ 2,502.84	\$ 139.05	\$ 556.20	\$ 556.20

2024 Proposed Rates
 Adjusted CPI
 June 2022 June
 2023

Medical Service
 Fuel
 Commodities

-0.30%
 -19.9
 -0.30%

2023 Proposed Rates

	2023	2024	Change	%
BLS Base Rate	\$1,100.65	\$1,100.65	\$0.00	0.0%
BLS				
Non-Resident Base Rate	\$1,312.07	\$1,312.07	\$0.00	0.0%
ALS Resident Base Rate	\$1,364.91	\$1,364.91	\$0.00	0.0%
ALS				
Non-Resident Base Rate	\$1,407.61	\$1,407.61	\$0.00	0.0%
Mileage Resident/per loaded mile	\$28.70	\$28.70	\$0.00	0.0%
Mileage Non-Resident/per loaded mile	\$30.93	\$30.93	\$0.00	0.0%
Refusal	\$503.00	\$503.00	\$0.00	0.0%

MISSION STATEMENT: DEDICATED TO OFFERING OUTSTANDING SERVICE TO THE COMMUNITIES WE SERVE. BY RECOGNIZING SERVICE BEFORE SELF.

School Standby	\$75.83	\$75.83	\$0.00	0.0%
EMT At Event/Hour	\$35.39	\$35.39	\$0.00	0.0%
Ambulance Standby at Private Event/Hour	\$40.44	\$40.44	\$0.00	0.0%
1 Sided House #	\$11.27	\$11.27	\$0.00	0.0%
2 Sided House #	\$13.32	\$13.32	\$0.00	0.0%
Copies 1-25	\$1.27	1.27	\$0.00	0.0%
Copies 26-50	\$0.95	0.95	\$0.00	0.0%
Copies 51-100	\$0.62	0.62	\$0.00	0.0%
Copies 101+	\$0.37	0.37	\$0.00	0.0%
Actual Cost of Postage	\$0.00	\$0.00	\$0.00	
standard envelope (our cost)	\$0.13	0.13	\$0.00	0.0%
large first class tyvek envelope (our cost)	\$1.39	1.39	\$0.00	0.0%
Certification (THIRD PARTY)	\$10.04	10.04	\$0.00	0.0%

MISSION STATEMENT: DEDICATED TO OFFERING OUTSTANDING SERVICE TO THE COMMUNITIES WE SERVE. BY RECOGNIZING SERVICE BEFORE SELF.



Members of:

American Institute of
Certified Public Accountants

Wisconsin Institute of
Certified Public Accountants

December 7, 2023

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

We are pleased to confirm our understanding of the services we are to provide to the Village of Colfax for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village of Colfax as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as budgetary comparison schedules, to supplement the Village of Colfax's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Village of Colfax's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. Our understanding is that management does not wish to prepare the MD and A report (required by generally accepted accounting principles), consistent with prior audits. If this is not the case, please inform us, as this will result in additional time and require a revision to the proposed fee. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

The objective of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that,

P.O. Box 1225 | Eau Claire, WI 54702

715-834-2001 | FAX 715-834-2774

816 Dominion Dr. Ste 201 | Hudson, WI 54016

715-386-8181 | FAX 715-836-6020

individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

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

As of the date of this letter planning for the 2023 audit has not concluded and modifications may be made to the significant risks identified above. The audit team will communicate any changes to the significant risks with the Village Board and Management.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Colfax's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to

Other Services

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

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

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities for the selection and application of accounting

principles generally accepted in the United States of America with the oversight of those charged with governance.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

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

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

You agree to assume all management responsibilities for the tax services, financial statements, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management

representation letter our assistance with preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

Lynn Niggemann, Village Administrator-Clerk-Treasurer

Engagement Administration, Fees, and Other

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

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

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

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

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

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

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

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors including, but not limited to, the time spent as well as the complexity of the services we will perform.

Our fees for the specific services requested below will not exceed the following amounts, subject to the criteria following the table:

Audit of the financial statements of the Village (all funds) for the year ended December 31, 2023. This includes presentation of the audit to the Board upon completion of the audit.	\$28,220
Preparation of the Form C for the year ended December 31, 2023.	\$1,925
Preparation of the PSC report for the year ended December 31, 2023. This includes reporting operations of the non-regulated sewer utility	\$3,110
Reconciliation of budget to proper basis for presentation in the general fund budgetary comparison schedule per GASB No. 41.	\$825

Our proposed fees in the previous table are based on the following criteria:

1. Anticipated cooperation with requests and information from your personnel
2. Financial records and supporting documentation are complete and reconciled two weeks prior to scheduled fieldwork dates
3. Responses to all initial requests sent through our secure file exchange site, Info are received by the engagement team two weeks prior to scheduled fieldwork dates.
4. Unexpected circumstances or additional complex or unanticipated audit issues do not arise.

If this criteria is not met, it may substantially increase the time to perform the work needed to complete the engagement within the established deadlines, resulting in an increase in fees over our quoted amounts above. In addition, you agree to reimburse us for any out-of-pocket costs (such as report reproduction, word processing, postage, travel, third party charges for bank and loan confirmations, copies and telephone, etc.) incurred in connection the performance of our services.

Fees and costs will be billed as work progresses and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to a delinquency charge of 1 ½% per month. This engagement does not include any services not specifically identified in this letter. Fees for accounting services, including the update of depreciation reports, assistance in reconciling accounts, and drafting of financial statements and related notes, will be billed at our standard hourly rates. Our standard hourly rates vary from \$175 to \$400 according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Costs associated with the services that you may request would be billed separately. We reserve the right to suspend or terminate our services at any time your account is past due and will not be resumed until your account is paid in full. Should we elect to terminate our services, you will be responsible for all time charges and expenses through the date of termination irrespective of whether we have issued a report. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

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

Reporting

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

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

Bauman Associates, Ltd.

CERTIFIED PUBLIC ACCOUNTANTS

RESPONSE:

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

Village Board Trustee Signature: _____

Title: Village President

Date: _____

Joint Review Board Minutes, November 27th, 2023 Public Hearing

On November 27th, 2023 the Joint Review Board Public Hearing was called to order at 5:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI.

Meeting was called to order by Jeff Prince.

Roll Call: Members Present: Village of Colfax President Jeff Prince, Vice Chair of the Dunn County Executive Committee Gary Stene, Dunn County Senior Accounting Manager Sarah Stabenow, CVTC representative Dan Lytle, Colfax School Superintendent William Yingst and Public Member Tiffany Prince. Other Present included Josh Lowe from Ehlers, Administrator-Clerk-Treasurer Lynn Niggemann and LeAnn Ralph with the Messenger.

Appointment and/or reappointment of the Joint Review Board's public member

A motion was made by Stene and seconded by Yingst to reappoint Tiffany Prince as the public member. A voice vote was taken with all members voting in favor. Motion carried.

Election and/or reaffirmation of Chairperson - A motion was made by Yingst and seconded by Stene to appoint Jeff Prince, Village of Colfax President as the Chairperson. A voice vote was taken with all members voting in favor. Motion carried.

Review Annual PE-300 Reports and the performance and status of the City's active Tax Incremental Districts as required by Wis. Stat. § 66.1105 (4m)(f). Lowe indicated that the 2022 Annual report for TID 3, 4 and 5 were included in the meeting documentation. This information is from about one year ago. Lowe provided some handouts which represent current status and projections into the future.

TID 3 - The JRB approved in early 2023 using TID 3 funds to pay for additional ½ mile streets projects. The Village did complete Cedar Street during 2023. The project was financed with Village cash and TID 3 will be in re-payment status to the General Fund with an interest rate of approximately 5%. Future projects include Balsam Street, which is currently estimated to cost \$610,000 which will have still had plan revisions. TID 3 New Projects will need to be obligated no later than 9/1/2024. Obligation means to accept construction bids, secure financing or escrow funds for the project. The projections work sheet reflects a Cedar Street Advance repayment and a 2024 note G.O. for Balsam Street. With the ½ mile rule and the interest in maximizing the use of the TID, discussion led to consider including Oak Street in the 2024 project considerations. **4-year extension** may be requested to recover TID costs due to it being a blighted Tax Increment District. This request would need to be approved by the JRB at a subsequent meeting.

TID 4- TID 4 has a valuation error in 2023 revenue year which resulted in the value doubling. The error occurred during the creation of TID 5 which was an overlay of TID 4. During this process TID 4 should have been locked in at the 2022 valuation, however valuation doubled. To correct the error, there is a zero valuation for revenue year 2024 and then valuation will return to the base value of \$2,017,100 in revenue 2025. TID 4 and TID 3 are sharing funds, which is reflected in the column labeled Transfer to TID No. 3. When TID 4 is close to the final revenue year of 2026, the Village can consider requesting an affordable housing extension which allow the maximum life to extend one additional year. During this time the Village would have one year to use the balance of the funds anywhere in the Village, but it must be spent within one year. Potential uses include: incentives for new home construction, affordable housing studies & planning work, infrastructure improvements, Municipality's acquisition of property and grant programs.

TID 5 – TID 5 was created in 2021. As a mixed use TID, the TID was created to assist the growth of the East View Development on Dunn Street. In 2022 the Village advanced General Fund cash for the Dunn Street project to install infrastructure to the new lots in East View Development. There is additional development expected through the next few years allowing the TID Value Increment to continue to increase and allow new projects. The worksheets show the advance repayment to the Village of Colfax and a 2025 advance for continued progress work for new infrastructure on Dunn Street.

Other discussion- Stene inquired about some of the housing relations being established between corporations and municipalities to create housing. Lowe advised that it is easier to create a relationship of such when there is a business interest already. There would need to be three parties, the corporation, the Village and a developer to make a housing relation work.

In summary, all three Tax Increment Districts are doing well and expected to end with a positive cash flow. Continued street projects will be evaluated to keep forward movement and positive results for the districts.

Approve “Resolution Acknowledging Filing of Annual Reports and Compliance with Annual Meeting Requirement.” A motion was made by Lytle and seconded by Stene to approve the Resolution Acknowledging Filing of Annual Reports and Compliance with Annual Meeting Requirement. A voice vote was taken with all members in favor. Motion carried.

Adjourn: A motion was made by Lytle and seconded by Yingst to adjourn the meeting. A voice vote was taken to adjourn the meeting at 5:43 p.m. Motion carried.

Jeff Prince, Village President
Chair of the Joint Review Board

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer

Audit and Finance Committee Minutes – November 29th, 2023

On November 29th, 2023, the Audit and Finance Committee met as the Village Board as a whole. The meeting was held at 8:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members present: Chair Jenson, Village President Prince, Trustees Burcham, Davis, Rud, Stene and Best. Others present included Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

Review 2024 Budget – The Board reviewed the budget documents presented by Niggemann. To start the meeting off Niggemann announced that the insurance agent finally called with the insurance premiums for 2024. The result was a 74% increase due to loss ratios. The current budget does not reflect that large of an increase so Niggemann will have to do a bunch of re-calculations to get a good picture of the budget. Niggemann also indicated that the numbers reflect a three percent increase for wages. Davis asked what the current inflation rate is at. He feels that employees should not make less money when getting raises. He believes that the Board needs to consider the rate of inflation when considering raises. The Board asked that the budget should be adjusted to reflect six percent increase, not meaning that the employees are getting a six percent increase, but allowing for the budget to handle any possible increases.

Other items discussed in the budget include:

- Village Hall Heat – change to \$1,500 and Buildings/Grounds change to cover the changing of the two doors.
- Police – why does it look like his budget is reflecting a 10% increase? Should the Buildings/Grounds be increased for the door?
- Fire Protection – The Board would like to revisit the Village policy regarding not billing back the residence and/or commercial businesses for fire calls. The Village had an \$11,282 budget item that was not able to be planned for. This should be something that gets paid by the property owner's insurance company. Town of Grant pays \$500 to help the property owner with their deductible and the balance is billed to the property owner.
- Streets – Does travel/training need to be at \$1500? Street Maintenance is \$17000 enough to cover the crosswalks? Bates responded that it is. Is \$5000 enough under the Buildings/Grounds since we spent \$10,000 in 2023. Bates indicated that the \$10000 includes the apron in front of the DPW building. Street Maintenance – Outside Services budget is \$20000, but we spent \$62745. The Village Board decided to do the patch work with Senn for Railroad Ave \$10380, Amble \$6667, E. RR Ave & Cty Rd M \$5225, W. Railroad Ave \$7794, north of the Bus Garage \$2610 and A-1 for the Manhole repair at Birch and High St. \$7209. Bates currently feels that \$20,000 should be adequate. Sidewalk – we will leave as Niggemann has had two inquiries. Curb & Gutter – if there is a net income at the end of the year \$5,000 should be designated to the Hwy 40 project.
- Cemetery – Bates will get a cost of a new mower.
- Parks – Water/Sewer can be reduced to \$1500 – there was a water leak causing the water expenses to be high in 2023. Buildings & Grounds – Bates will verify cost of some projects.
- Water – 2024 the Village will need to pull Well #3 to clean and replace and parts. The Tower will need to have a complete drain for \$3500. The water tower was last painted in 2013 and cost \$96,000 at that time. Bates will check to see if the water is on a 10- or 20-year paint cycle.
- Sewer – Outside Testing will need to be increased due to the DNR requirement asking for double the testing in 2024. So, we are increasing the \$4,000 to \$8,000. We will decrease Plant Equipment from \$8500 to \$4500.
- Debt Schedule needs to be verified how to handle a couple items.

Niggemann will update the budget and present to the Board the week of December 4th, 2023.

No action at this meeting.

Adjourn – A motion was made by Trustee M. Burcham and seconded by Trustee Rud to adjourn at 8:13 pm. A voice vote was taken and all members voted in favor.

Anne Jenson, Chair

Attest: Lynn Niggemann
Administrator-Clerk-Treasurer