

**Village of Colfax**  
**Regular Board Meeting Agenda**  
**Monday, March 11<sup>th</sup>, 2024**  
**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 – February 26<sup>th</sup>, 2024
  - b. Review Statement of Bills Pooled Checking–February 26<sup>th</sup>, 2024 to March 10<sup>th</sup>. 2024
  - c. Review Statement of Bills Solid Waste & Recycling Checking- February 26<sup>th</sup>, 2024 to March 10<sup>th</sup>. 2024
  - d. Training Request - none
  - e. Facility Rental – August 30- August 31, 2024 – Colfax Railroad Museum Model Train Show & Sale - Pavilion and FFA Building – Request to waive fee for Non-Profit
  - f. Licenses - none
7. Consideration Items
  - a. Balsam Street Project Update and Discussion if any
  - b. Landfill Monitoring Agreement for 2024 – Short Elliott Hendrickson Inc (S.E.H. Inc.)
  - c. Sidewalk Cost Share Request 512 Pine Street - \$2,100 – 40% Colfax & \$3,150 – 60% Property Owner
  - d. Auction of Surplus Items discussion
  - e. American Library Association (ALA) - \$10,000 to modify the handicap door entrance
  - f. Flexible Facilities Program (FFP) – New Funding Opportunity
  - g. Permission to write-off uncashed checks
  - h. Memorial Day – Reschedule Regular Board meeting
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.
  - a. Rescue Squad Director Position
9. Open Session- Motion to convene into open session to take any action resulting from the closed session.
  - a. Rescue Squad Director Position
10. Committee/Department Reports – (no action)
  - a. Colfax Railroad Museum – American Pickers show – March 20, 2024 – Discovery Channel
  - b. February Building Permits
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 – February 26<sup>th</sup>, 2024

On February 26<sup>th</sup>, 2024, the Village Board met at the Village Hall, 613 Main Street, Colfax, WI at 7:00 p.m. Members present: Trustees Burcham, Davis, Rud, Jenson, Stene and Prince. Excused: Trustee Best. Others present included Public Works Director 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 –February 12<sup>th</sup>, 2024**

**Review Statement of Bills Pooled Checking–February 12<sup>th</sup>, 2024 to February 25<sup>th</sup>, 2024**

**Review Statement of Bills Solid Waste & Recycling Checking – February 12<sup>th</sup>, 2024 to February 25<sup>th</sup>, 2024**

**Training Request – none**

**Facility Rental and Licenses – none**

**Licenses – none**

A motion was made by Trustee Stene and seconded by Trustee Burcham to approve the Consent Agenda items 6 a. through 6 f. which included the February 12<sup>th</sup>, 2024 Regular Board Meeting Minutes, Statement of Bills for Pooled Checking and Solid Waste & Recycling for February 12<sup>th</sup>, 2024 to February 25<sup>th</sup>, 2024, no Training Requests, Facility Rentals or licenses. A voice vote was taken with all members voting in favor. Motion carried.

### Consideration Items

**CBS Squared contract – DNR Phosphorous Variance Request** – Bates explained that the Village of Colfax will not be able to meet the DNR's new phosphorous limit. The DNR requires a Phosphorus Variance Request application explaining the reasons why the Village is unable to meet the new requirements. CBS Squared will submit the application for the Village of Colfax not to exceed \$3,000 from the Sewer Utility. A motion was made by Trustee Stene and seconded by Trustee Davis to approve CBS Squared agreement to complete the DNR phosphorous variance application for a price not to exceed \$3,000. Voting For: Trustees Burcham, Davis, Rud, Jenson, Stene and Prince. Voting Against: none. Motion carried.

**Closed Session**-A motion was made by Trustee Burcham and seconded by Trustee Jenson 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 at 7:20 p.m. Voting For: Trustees Burcham, Davis, Rud, Jenson, Stene and Prince. Voting Against: none. Motion carried.

**Open Session-Motion to convene into open session to take any action resulting from the closed session.** Open session was at 8:34 p.m.

An accounting error was discovered, the Village agrees to modify the account numbers to show the payable as an expense to reconcile the payable accounts.

**Adjourn** – A motion was made by Trustee Burcham and seconded by Trustee Jenson to adjourn the meeting at 8:36 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

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Jeff Prince, Village President

Attest:

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Lynn Niggemann  
Administrator-Clerk-Treasurer

## POOLED CHECKING ACCOUNT

## Accounting Checks

Posted From: 2/26/2024 From Account:  
Thru: 3/10/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
MWG	3/01/2024	MORGAN WHITE GROUP	1,053.69
XCEL	3/04/2024	XCEL ENERGY	4,871.61
79504	2/29/2024	24-7 TELCOM	44.90
79505	2/29/2024	AT&T MOBILITY	365.97
79506	2/29/2024	AYRES ASSOCIATES	17,340.18
79507	2/29/2024	BOBCAT PLUS	76.23
79508	2/29/2024	CAPITAL ONE	121.92
79509	2/29/2024	CENTURY LINK	130.76
79510	2/29/2024	COAST TO COAST COMPUTER PRODUCTS	349.96
79511	2/29/2024	COAST TO COAST SOLUTIONS	148.44
79512	2/29/2024	COLFAX COMMUNITY FIRE DEPT	5,431.19
79513	2/29/2024	COLFAX YEARBOOK	90.00
79514	2/29/2024	HAWKINS, INC.	1,494.66
79515	2/29/2024	HENRY SCHEIN	224.00
79516	2/29/2024	HUEBSCH LAUNDRY CO	87.92
79517	2/29/2024	JOHN DEERE FINANCIAL	127.13
79518	2/29/2024	JOLENE ALBRICHT	56.00
79519	2/29/2024	MID-AMERICAN RESEARCH CHEMICAL	1,599.22
79520	2/29/2024	MODERN MARKETING	126.02
79521	2/29/2024	ONE SOURCE IMAGING	204.97
79522	2/29/2024	RACOM CORPORATION	5,079.54
79523	2/29/2024	SMART APPLE MEDIA	28.99
79524	2/29/2024	T-MOBILE	29.40
79525	2/29/2024	WELD RILEY SC	212.00
AFLAC	2/28/2024	AFLAC	92.79
EFTPS	2/29/2024	EFTPS-FEDERAL-SS-MEDICARE	10,247.58
WIDOR	2/29/2024	WI DEPARTMENT OF REVENUE	1,639.57
WIETF	3/05/2024	WI DEPT OF EMPLOYEE TRUST FUNDS	13,573.78
CHARTER	3/05/2024	CHARTER COMMUNICATIONS	157.97
WIDCOMP	2/29/2024	WISCONSIN DEFERRED COMPENSATION	210.00
ASSURITY	3/05/2024	ASSURITY LIFE INS CO	307.32
COMPLIFE	3/01/2024	COMPANION LIFE INSURANCE	526.71
EXEMPLAR	3/01/2024	EXEMPLAR HEALTH BENEFITS	14,122.50

3/08/2024 9:44 AM

Reprint Check Register - Quick Report - ALL

Page: 2  
ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 2/26/2024  
Thru: 3/10/2024

From Account:  
Thru Account:

Check Nbr	Check Date	Payee	Amount
Grand Total			80,172.92

3/08/2024 9:44 AM

Reprint Check Register - Quick Report - ALL

Page: 1  
ACCT

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 2/26/2024 From Account:  
Thru: 3/10/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
1357	2/29/2024	AT&T MOBILITY	145.49
1358	2/29/2024	PLASTIC BAGS UNLIMITED	180.00
Grand Total			325.49

## APPLICATION FOR COMMUNITY USE OF VILLAGE FACILITIES & CHAIR RENTAL

Any person or organization intending to rent the fairground buildings, chairs or other park grounds must submit their rental agreement and payment prior to using the facilities.  
Cost is \$30/day with \$100 deposit. Camping is \$5/night, \$10 with electricity.  
Village chair rental is \$1/chair/day.

Name of Renter or Organization: COLFAX RAILROAD MUSEUM

Activity: MODEL TRAIN SHOW & SALE

Date of Use: 8 / 30-31 / 24 Circle ALL days: MON. TUES. WED. THURS. ERI. SAT SUN.

Time of Use: From 8 AM To 6:30 AM PM

Facility to be Used: FAIRGROUNDS and/or <sup>PAVILION & PFA BUILDING</sup> BUILDINGS, MUNICIPAL BLDG., PARKS, CHAIRS, OTHER

Type of Event: Thrift Sale <sup>& TRAIN SHOW</sup> Ball Game Wedding Reunion Concert Benefit Graduation

Non Profit: Civic Church Charity Other: \_\_\_\_\_

Brief Description of Activity: TRAIN SHOW & SALE

Chair Rental: How Many UNKNOWN **REQUEST WAIVER OF RENTAL FEE FOR NON PROFIT**

### THE RENTER OR ORGANIZATION AGREES TO THE FOLLOWING RULES:

- 1.) The individual listed as renter must be a minimum of 21 years of age and will be responsible for the rules, supervision and proper conduct of all persons using the facility.
- 2.) The renter shall be responsible for damage, loss, and/or breakage of Village property.
- 3.) All property belonging to the activity must be removed at the close of the event, **INCLUDING GARBAGE.** (Must be taken with you)
- 4.) Any property belonging to the Village shall not be removed from the premises.
- 5.) Where permitted by law, the applicant shall agree to indemnify, save and hold free and harmless, the Village of Colfax, their officers, agents, and employees, from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the Village of Colfax, their officers, agents or employees, or any of them may sustain or incur or that may be imposed upon any of them or injury to, or death of persons or damages to property arising out of, connected with, or attributable to the rental, use and occupancy of the Village Facilities as provided herein.

Individual Responsible: HERBERT SAKLAUCKI

Address: N 1115 670TH ST. WHEELER, WI 54772

Phone Number: 715-225-0688 Date: 2/23/24

## Lynn Niggemann

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**From:** Nichols, Mitchell <NicholsM@ayresassociates.com>  
**Sent:** Friday, March 8, 2024 1:47 PM  
**To:** clerktreasurer@villageofcolfaxwi.org  
**Subject:** Colfax 2024 Streets Bid Schedule

Lynn,

Here is the schedule I have for bid release for the project.

Release Date (1<sup>st</sup> Publication) – 3/21/24  
2<sup>nd</sup> Publication – 3/28/24  
Bid Date – 4/5/24

If there are any dates there that don't make sense with the paper please let me know. I will have hard copies of 90% plans for our meeting Monday that Rand could bring with if the board needs any updating.

Thanks,



**Mitchell Nichols, PE | Civil/Municipal Engineering Staff**

Office: 715.834.3161 | Direct: 715-831-7582  
3433 Oakwood Hills Parkway | Eau Claire, WI 54701-7698  
**Ayres Associates Inc.** | [www.AyresAssociates.com](http://www.AyresAssociates.com)

Ingenuity, Integrity, and Intelligence.

## Agreement for Professional Services

This Agreement is effective as of February 26, 2024, between Village of Colfax (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Environmental Monitoring at Colfax Landfill 2024.

**Client's Authorized Representative:** Rand Bates  
**Address:** 613 Main Street  
Colfax, WI 54730  
**Telephone:** 715.962.3311 **email:** ClerkTreasurer@villageofcolfaxwi.org

**Project Manager:** Brian L. Kent  
**Address:** 329 Jay Street Suit 301  
La Crosse, WI 54601  
**Telephone:** 608.498.4844 **email:** bkent@sehinc.com

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

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

### OPTIONAL

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

**Schedule:** We will begin our services upon receiving a signed copy of this agreement. The duration of this agreement is the 2024 calendar year.

**Payment:** Consultant will complete the above described scope of services for a fee of \$4,300 including expenses and equipment. Consultant will invoice the Village of Colfax \$2,000 in April and \$2,300 in October of each year. This price will be in effect through December 2024, at which time we will contact you to renew this contract or negotiate any further work. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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




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

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

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**Short Elliott Hendrickson Inc.**

**Village of Colfax**

By:   
\_\_\_\_\_  
Brian L. Kent, CHMM  
Title: Project Manager  
\_\_\_\_\_

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

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between Village of Colfax (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated February 26, 2024**

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

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

**A. Lump Sum Basis Option**

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

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

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

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

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

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

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**Table 1  
Site Monitoring Schedule**

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



2819 KNAPP ST  
 Menomonie, WI 54751  
 www.grtconcretellc.com

# Estimate

Date	Estimate #
9/6/2023	1780
sales@grtconcretellc.com	
715-309-2310	
Project	
Sidewalk Replacement	

Name / Address
Stewart Lepinitz 512 Pine St Colfax, WI 54730
715-505-4161 beerdrkr3@gmail.com

Description	Qty	Total
Estimate to replace 150ft of 4ft sidewalk (Does not include ped ramp or sidewalk at approach area)		
Demo Concrete sidewalk, prep area for new concrete sidewalk	600	1,350.00
Install 4" Concrete sidewalk. Mix used is 4500psi with micro fibers. Brushed finish	600	3,900.00
<p>Note - All bid items are tied and cannot be split without approval from GRT Concrete LLC.            All concrete is sealed upon completion.            Concrete Labor &amp; Material does not include:            Permits and Inspections            Grading corrections more then +/- one tenth            Hauling material in - Base material            Black dirt - Backfilling forms            Pumping water from site            Insulation, drain-tile, waterproofing            Compaction or soil testing and concrete material or core testing            Engineering of rebar, steel reinforcement and steel connections            Providing access road into site            Scraping or cleaning roads after completion            Snow removal, winter concrete, blanketing, tenting and heating and spring road restriction charges</p>		
Thank you for the opportunity to quote your project. Bid is good for 15 days	<b>Total</b>	\$5,250.00

Village of Colfax

Auction of surplus items

Public Works, Police and Rescue Squad are preparing a list of items to auction off. The last auction that the Village had was in 2012 or 2013. Looking to have an auction in April or May. It would be at the Public Works cold storage.

Board can discuss process and establish a date.



Dear Lynn and Village Board,

We want the best for all Colfax residents — so I'm very proud to share that Colfax Public Library has received a national grant to help us make our community an even greater place for everyone.

Libraries Transforming Communities: Accessible Small and Rural Communities is an American Library Association (ALA) initiative that provides community engagement and accessibility resources to small and rural libraries to help them better serve people with disabilities.

The competitive award comes with a \$10,000 grant to help the library increase the accessibility of facilities, services, and programs for people with disabilities in our community.

As part of the grant, Colfax library staff will take an online course on how to lead conversations, a skill vital to library work today. Staff will then host a conversation with residents with disabilities about wheelchair access and use the grant funds to add an automated door and improved ramp to the side entrance of the Colfax Municipal Building.

The community conversations we will be having related to this grant will also help us as we pursue our larger goal of bringing an elevator and other improvements to our historic municipal building.

Many thanks for your consideration and your work in the community.

Sincerely,

Lisa Bragg-Hurlburt  
Director of Colfax Public Library



# STATE OF WISCONSIN

## DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Kathy Blumenfeld, Secretary  
Susan Brown, Division Administrator

### Capital Projects Fund Flexible Facilities Program Overview

#### **Background**

The federal American Rescue Plan Act of 2021 appropriated \$10 billion to the U.S. Department of Treasury to provide payments to states, territories, and freely associated states to carry out critical capital projects directly enabling work, education, and health monitoring in response to the Coronavirus (COVID-19) pandemic public health emergency. This established the Capital Projects Fund (CPF) program, which aims to:

- Directly support recovery from the COVID-19 public health emergency by strengthening and improving the infrastructure necessary for participation in work, education, and health monitoring that will last beyond the pandemic;
- Enable investments in capital assets designed to address inequities in access to critical services; and
- Provide the modern infrastructure necessary to access critical services, including a high-quality and affordable broadband internet connection.

The Treasury published the allocations available to each eligible entity in August 2021 on the Treasury CPF website. Funding is available for reliable, affordable broadband infrastructure and other digital connectivity technology projects and certain other capital projects, such as multi-purpose community facilities that enable work, education, and healthcare monitoring, including remote options. The program encourages recipients to focus on economically distressed areas, support community empowerment, and adopt strong labor practices.

The CPF grants from Treasury are not competitive but States were required to submit an Application and a Grant Plan to Treasury to be eligible to access the CPF allocation.

#### **Wisconsin Program**

The State of Wisconsin Department of Administration received approval from the U.S. Department of Treasury on December 4, 2023 for the State's Application and Grant Plan for \$107 million in funds for a CPF Flexible Facilities Program (FFP) to provide grants to units of general local government (UGLGs) and tribal governments for purposes of enabling work, education, and healthcare monitoring, including remote options, in public libraries and community centers to address the needs of residents living in communities disproportionately impacted by the COVID-19 pandemic.

Eligible projects include the construction of new community facilities or the renovation or expansion of existing community facilities, and the purchase of equipment for remote services that will directly provide work, education, and health monitoring in response to the COVID-19 pandemic. Libraries, senior citizen centers, youth centers, and general community centers are examples of eligible facilities. General construction or improvement of traditional schools is ineligible under this program. Key program information is below:

*Grant Application & Project Types:* Awards through a competitive application process. Two project categories: Category A: New facility construction project; and Category B: Existing facility renovation or expansion project.

*Eligible Applicants:* Units of General Local Government (UGLGs) and Tribal Governments

*Minimum Criteria:* The project must include constructing a new community facility, or renovating or expanding an existing community facility and purchase and installation of broadband infrastructure and other digital connectivity technology that provides access to high speed internet and enables work, health and education monitoring.

*Maximum Number of Projects/Awards per Applicant:* 1 Application per Category; 2 Applications Total

*Maximum Award Amount per Project:* \$4,250,000

*Grantee Implementation/Performance Period:* June 2024 (Tentative) – November 30, 2026

*Application Timeline (Tentative):* Applications available in January 2024 and due in April 2024; Awards made in June 2024

*Email Contact:* [FlexibleFacilitiesProgram@wisconsin.gov](mailto:FlexibleFacilitiesProgram@wisconsin.gov)

## CORONAVIRUS CAPITAL PROJECTS FUND

### U.S. DEPARTMENT OF THE TREASURY

#### Allocations for States, District of Columbia, and Puerto Rico

August 2021

State	Allocation
Alabama	\$ 191,887,857.00
Alaska	\$ 111,803,893.00
Arizona	\$ 190,220,002.00
Arkansas	\$ 158,086,576.00
California	\$ 540,249,909.00
Colorado	\$ 170,751,674.00
Connecticut	\$ 141,932,612.00
Delaware	\$ 112,839,386.00
District of Columbia	\$ 106,967,456.00
Florida	\$ 366,036,869.00
Georgia	\$ 259,875,389.00
Hawaii	\$ 115,475,318.00
Idaho	\$ 128,518,323.00
Illinois	\$ 253,682,328.00
Indiana	\$ 203,132,429.00
Iowa	\$ 152,176,435.00
Kansas	\$ 143,356,521.00
Kentucky	\$ 182,769,205.00
Louisiana	\$ 176,741,864.00
Maine	\$ 128,245,250.00
Maryland	\$ 171,223,815.00
Massachusetts	\$ 175,362,478.00
Michigan	\$ 250,630,295.00
Minnesota	\$ 180,702,620.00
Mississippi	\$ 162,609,351.00
Missouri	\$ 196,737,544.00
Montana	\$ 119,934,533.00
Nebraska	\$ 128,740,178.00
Nevada	\$ 135,603,020.00
New Hampshire	\$ 122,066,151.00
New Jersey	\$ 194,715,700.00
New Mexico	\$ 133,066,812.00
New York	\$ 345,548,881.00
North Carolina	\$ 273,583,159.00



North Dakota	\$ 113,276,228.00
Ohio	\$ 268,578,200.00
Oklahoma	\$ 167,683,747.00
Oregon	\$ 156,795,418.00
Pennsylvania	\$ 278,793,641.00
Puerto Rico	\$ 158,310,056.00
Rhode Island	\$ 112,291,189.00
South Carolina	\$ 185,765,655.00
South Dakota	\$ 115,898,703.00
Tennessee	\$ 215,218,861.00
Texas	\$ 500,475,163.00
Utah	\$ 137,895,435.00
Vermont	\$ 113,056,440.00
Virginia	\$ 219,812,354.00
Washington	\$ 195,749,414.00
West Virginia	\$ 136,303,698.00
Wisconsin	\$ 189,354,516.00
Wyoming	\$ 109,467,449.00

# Village of Colfax

Date: March 8<sup>th</sup>, 2024

To: Village of Colfax Board

From: Lynn Niggemann, Administrator-Clerk-Treasurer

Re: Permission to Write-off uncashed checks

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I am requesting permission from the board to write-off uncashed checks that have been issued and not cashed that are greater than one year old.

The checks have been followed up on with either no return of the document which the Village of Colfax requires to be signed to reissue the check or in the case of the DNR, they have determined that the check is no longer due to them.

Thank you.

Check No.	Date	Name	Amount
77434	08/13/2021	Aramark Uniform Service	\$ 57.80
77635	10/29/2021	WI DNR	\$130.00
77636	10/29/2021	WI DNR	<u>\$120.00</u>
		Total	<u>\$307.80</u>

# May 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

Regular Board Meeting

Regular Board Meeting  
Memorial Day

Colfax Railroad Museum will be presented on AMERICAN PICKERS on March 20<sup>th</sup>, 2024 on the Discovery Channel.

There will be a RAILROAD MUSEUM PREMIER EVENT at the Whitetail Golf Course on March 20, 2024, to watch the show.



2921 Ingalls Road  
Menomonie, WI 54751

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## Activity Report

Village of Colfax

February

Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/> 2/5/2024	Gundlach	Electrical Hook-up	Passed	
<input type="checkbox"/> 2/5/2024	Gundlach	Permit Issued		Electrical Upgrade
<input type="checkbox"/> 2/27/2024	Ivkovich #204	Basement Plumbing	Passed	
<input type="checkbox"/> 2/27/2024	Ivkovich #202	Basement Plumbing	Passed	

# Weber Inspections

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

# Building Permit

## Village of Colfax

Date 2/5/24

Issued to: Gene Gundlach / Bear Valley Electric.

Address: 816 Oliver Ln. , Colfax Wis. 54730

Project: Electric Upgrade - Generator.

### Permits Issued:

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

Paid Ck # 22901

### Inspections Needed:

Yes  No

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

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

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

### B. Schedule

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

### C. Additional Services

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

### D. Suspension and Termination

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

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

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

## SECTION III – PAYMENTS

### A. Invoices

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