

Village of Colfax
Regular Board Meeting Agenda
Monday, April 28, 2025
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
 - a. Public Comments
4. Communications from the Village President
5. Consent Agenda
 - a. Regular Board Meeting Minutes –April 14th, 2025
 - b. Special Board Meeting Minutes – April 21st, 2025
 - c. Review Statement of Bills Pooled Checking – April 14th, 2025 – April 27th, 2025
 - d. Review Statement of Bills Solid Waste & Recycling Checking – April 14th, 2025 – April 27th, 2025
 - e. Training Requests -none
 - f. Facility Rental -none
 - g. Licenses - none
6. Consideration Items
 - a. Ehlers- Investments Discussion
 - b. Rescue agreement with Unified Solutions-terminate
 - c. Rescue contract KOVO-start date (available Monday)
 - d. ADU Housing Ordinance discussion and possible action
 - e. Resolution 2025-03 - Village Ordinance Update: Section 3, Ch1, Sec 8-17
 - f. Resolution 2025-05 – Signatory Approvals for Bremer Bank
 - g. Resolution 2025-06 – Signatory Approvals for Acct xx1203 – Dairy State Bank
 - h. Resolutions 2025-07 to 2025-26 – Signatory Approvals for Dairy State Bank
 - i. May 26th, 2025 Board Meeting - Reschedule to Tuesday, May 27th
 - j. Move location of Dump Site to Fairgrounds
 - k. Review NEW Meeting Agenda Layout, possible action
7. Committee/Department Reports/Discussions – (no action)
 - a. Organizational Meeting Minutes – April 21st, 2025
 - b. BOR – Open Book Meeting: Wednesday May 21st 4-6pm (No Action)
 - c. Board of Review Meeting: Wednesday, May 28th 5-7pm (No Action)
 - d. Highway 40 walkthrough with DOT is scheduled
8. 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: Carrie L Brown Administrator-Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962-3311 by 12:00 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 – April 14, 2025

On April 14th, 2025, the Village Board met at the Village Hall, 613 Main St, Colfax, WI at 7:00 p.m. Members present included Trustees Burcham, Rud, Jenson, Stene, Best, Davis and Prince. Others present were Library Director Bragg-Hurlburt, Mark Johnson, Allie Petznik, Kris Meyer with KM Construction, Brittany Mattison with KOVO, Public Works Director Bates, Administrator-Clerk-Treasurer Brown, Deputy Clerk-Treasurer Riemer and LeAnn Ralph with the Messenger.

Public Comments – Bragg-Hurlburt wanted to update the Board that the library fundraising has been going extremely well. Since February the elevator fund has brought in \$13,417, with the matching donor that would double and averages to be about \$150/person. The grand total for the elevator project is now at \$191,804. She also wanted to mention in the future planning with the Comprehensive Plan it would be nice to illustrate support for the building, that is something they look for when grant writing. Allie Petznik introduced herself and wanted the Board to know she is interested in helping to get the ball rolling with updating the park equipment. She stated she would like to be involved with the process and would be willing to do grant writing also. Administrator Brown said she would contact her with the date of the next Parks Committee meeting and would move forward then.

Communication from the Village President – President Prince wanted to verify hours for Good Friday, the office will be closing at noon.

Consent Agenda

Regular Board Meeting Minutes –March 24th, 2025

Review Statement of Bills Pooled Checking– March 24th, 2025 to April 13th, 2025

Review Statement of Bills Solid Waste & Recycling Checking – March 24th, 2025 to April 13th, 2025

Training Request – Brown-District 2 Clerk Meeting 5/9/25

Facility Rental – Tower Park-Believer's City Church-Request for Fee Waive

Licenses- Temporary Class "B" License-Colfax Free Fair

A motion was made by Trustee Stene and seconded by Trustee Burcham to approve consent agenda 6a-6d and 6f, which includes Regular Board Meeting Minutes, March 24th, 2025, Review Statement of Bills for Pooled Checking and Solid Waste & Recycling Checking, March 24th, 2025 – April 13th, 2025, Clerk training for Brown and Temporary Class "B" License for Colfax Free Fair. A voice vote was taken with all members voting in favor. Motion carried. Trustee Stene made a motion to not waive the fee for Tower Park-Believer's City Church, item 6e. Discussion included wanting persons to use the Village facilities, but pay for them also. He wanted it stated he has nothing against and religion or group but thinks they should not be favored by not paying. Trustee Best seconded the motion. Voting For: Trustees Best, Stene, Rud, Burcham and Prince. Voting Against: Trustee Davis. Trustee Jenson abstained. Motion carried.

A motion was made by Trustee Stene to move consideration items d and e to a. Some wanted to know why, Stene stated Kris Meyer was present for those, others stated Brittany was also present for one of the items. A motion was made by Trustee Stene and seconded by Trustee Burcham to move consideration items d and e to b. A voice vote was taken with all members voting in favor. Motion carried.

Consideration Items

Brittany Mattison-KOVO Billing-Rescue discussion & possible action. Mattison introduced herself and told a little about the KOVO company. It has been doing business for about 16 years and was a family owned business. The main office is located in Eau Claire, while most of the employees are home based. She had met with Brown, Riemer and Smith earlier and is willing to do whatever she can to help with the billing process. There is a 1-year contract with a monthly fee of 10% of collections or \$1000, whichever is lower. This fee also helps with initial set up the first month or so until the payments start coming in. They try to keep under 15% for claims over 120 days. With the current billing company the percentage is much higher than that. Mattison stated she would be willing to contact Unified Solutions, the current company, to forward the claims and hopefully they would be willing, otherwise the Village will contact their attorney for further options. Mattison hopes to be up and running by July. A motion was made by Trustee Stene and seconded by

Trustee Burcham to contract with KOVO for rescue billing. Voting For: Trustees Best, Stene, Jenson, Rud, Davis, Burcham and Prince. Voting Against: none. Motion carried.

Twinhome Lots Drawings approval, lots 1-2 and 3-4 - Brown stated the drawings were that of being divided into the zero lot lines for the twin homes. A motion was made by Trustee Burcham and seconded by Trustee Best to accept the drawings showing the lots divided with zero lot lines. Voting For: Trustees Burcham, Davis, Rud, Jenson, Stene, Best, and Prince. Voting Against: none. Motion carried.

Twinhome Lots- Sale of Lots 1-2 and 3-4- Administrator Brown stated Rosenbrook had been in touch with her prior to the meeting and did not seem interested right now in purchasing. He also stated his current home would be completed by October then would start the next one and see about purchasing another then. Trustee Jenson wanted Brown to look back at the minutes to see how the purchase/timeline was set for Rosenbrook. She did not think they gave that much time for him to decide. Meyer, with KM Construction, said he's ready to go. He wants to stay in the area, and thinks everything is going great, they are willing to buy what they can and keep moving forward. He stated they will be closing on their home next month and are anxious to keep building. This one sold for around \$315,000, he would like to keep the next under \$300,000. Trustee Jenson asked what the price was going to be, Brown said \$10,000/lot. Meyer stated he had checks in his pocket and was ready to purchase both. Trustee Stene pointed out that since these are in the TID District, the Village will be able to gain back the cost. A motion was made by Trustee Davis and seconded by Trustee Burcham to sell lots 1-2 and 3-4 to KM Construction/Joe Felix for \$10,000 each for a total of \$20,000. Voting For: Trustees Burcham, Davis, Rud, Jenson, Stene, Best and Prince. Voting Against: none. Motion carried.

Ehler's-Investments Option – Brown explained that she would like to see the Village move some money into higher interest areas. Trustee Stene stated that the County also reviews their accounts and thinks it is a smart idea. Trustee Burcham asked if there was a certain amount that needed to stay in the account for the outstanding loans we have with Bremer. Brown will look into it. A motion was made by Trustee Burcham and seconded by Trustee Davis to table this item until more questions can be answered. Voting For: Trustees Best, Stene, Jenson, Rud, Davis, Burcham and Prince. Voting Against: none. Motion carried.

Dairy State-Investment Options- Brown stated she had a great visit with Dairy State regarding options they have available. They offer CD's with a 4.1% interest rate, we could do \$100,000, \$200,000 & another \$200,000 with a 6 month maturity date. We could withdraw/cash out monies at any time if needed. A motion was made by Trustee Stene and seconded by Trustee Burcham to have Brown move monies into the 3 CD's. Voting For: Trustees Best, Stene, Jenson, Rud, Davis, Burcham and Prince. Voting Against: none. Motion carried.

Village Ordinance Update: Section 3, Ch1, Sec 8-17 – Brown mentioned Trustee Stene was concerned about one part in which Public Works has authority to purchase things before Board has time to approve. After checking with the attorney, that was fine as long as they received bids from two different places. This will be approve and adopt along with the resolution at the next meeting. A motion was made by Trustee Burcham and seconded by Trustee Jenson to approve the wording to include getting bids from two different places. A voice vote was taken with all members voting in favor. Motion carried.

Handbook Approval- A motion was made by Trustee Best and seconded by Trustee Stene to table this item until the next meeting. Voting For: Trustees Burcham, Davis, Rud, Jenson, Stene, Best and Prince. Voting Against: none. Motion carried.

Hwy 40 Update- Mitch with Ayres had been in contact with Bates regarding updates on the highway 40 project. Brown stated the LRIP was not due as soon as expected before, she has a couple months yet before that needs to be done. Trustee Stene suggested they keep working on applying for any Grants that they could. Conversation included the updated SMA report needing to be to us before LRIP could be completed, curb, gutter and sidewalk decisions will have to be made-do we spot fix or do complete replacing, there will be an engineer assigned to the project, and a possible walk thru is tentatively set for April 28th. Bates will update when date and time is confirmed if anyone wants to join. No action taken.

Lagoon Phosphorus issue- Riemer stated this was not supposed to be on the agenda, Bates said he already had the plan to continue the monitoring of this. No action was taken.

Team Lab Estimate for Crack Filler & Equipment- Bates related Team Lab has a cart that would work for filling cracks and would like to try it instead of hiring a company to come in and do the crack filling. It is a rubber like substance that can be driven on in about 10 minutes and he thinks it would be better than using the gravel filler. The County is also going to be in contact with him regarding a new product they will be using. A motion was made by Trustee Burcham and

seconded by Trustee Best to approve getting the Team Lab cart and tar pot for \$698 and filler as ordered. Voting For: Trustees Best, Stene, Jenson, Rud, Davis, Burcham and Prince. Voting Against: none. Motion carried.

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

Jeff Prince, Village President

Attest: _____
Carrie Brown, Administrator-Clerk-Treasurer

Special Village Board Meeting – April 21, 2025

On April 21st, 2025, the Village Board met at the Village Hall, 613 Main St, Colfax, WI at 6:30 p.m. Members present included Trustees Burcham, Rud, Stene, Best and Prince. Others present were Administrator-Clerk-Treasurer Brown. No media was present

Public Comments- none

Consent Agenda- none

Consideration Items- Resolution 2025-04 – Approve Purchase of 3 CD's at Dairy State Bank -A motion was made by Trustee Stene and seconded by Trustee Burcham to approve Resolution 2025-04, the purchase of 3 CD's at Dairy State Bank. Voting For: Trustees Burcham, Stene, Rud, Best and Prince. Voting Against: none. Motion carried.

Adjourn – A motion was made by Trustee Stene and seconded by Trustee Burcham to adjourn the meeting at 6:33 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Jeff Prince, Village President

Attest: _____
Carrie Brown, Administrator-Clerk-Treasurer

4/25/2025 8:12 AM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 4/14/2025 From Account:
Thru: 4/27/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
SHP	4/20/2025	SECURITY HEALTH PLAN	20,639.20
80294	4/15/2025	A-1 EXCAVATING, INC	4,264.30
80295	4/15/2025	ABBIE HARTUNG	123.25
80296	4/15/2025	ADAM'S AUTO REPAIR	552.68
80297	4/15/2025	AMAZON CAPITAL SERVICES	267.97
80298	4/15/2025	BLOOMER AUTO SUPPLY INC	692.12
80299	4/15/2025	BOUND TREE MEDICAL, LLC	533.26
80300	4/15/2025	CAPITAL ONE	98.29
80301	4/15/2025	CAREY DAVIS	116.00
80302	4/15/2025	CARLTON DEWITT	764.65
80303	4/15/2025	CENAGE LEARNING INC/GALE	39.63
80304	4/15/2025	CHIPPEWA VALLEY TECH COLLEGE	138.00
80305	4/15/2025	CINTAS CORPORATION	92.88
80306	4/15/2025	CLOUD PCR LLC	1,558.19
80307	4/15/2025	COMMERCIAL TESTING LAB	213.20
80308	4/15/2025	CRAMER CONSULTING, LLC	250.00
80309	4/15/2025	CREDIT SERVICE INTERNATIONAL	168.55
80310	4/15/2025	DAKOTA SUPPLY GROUP	866.90
80311	4/15/2025	DANIELS SHARPSMART, INC	193.02
80312	4/15/2025	DONS SWEEPER SERVICE/DON LOGSLETT	2,560.00
80313	4/15/2025	DUNN COUNTY CLERK	160.00
80314	4/15/2025	DUNN COUNTY CLERK	6.00
80315	4/15/2025	DUNN ENERGY COOPERATIVE	103.00
80316	4/15/2025	E.O. JOHNSON	91.97
80317	4/15/2025	EXPRESS MART	219.30
80318	4/15/2025	GENE GIBSON	100.00
80319	4/15/2025	GOTO COMMUNICATIONS INC	152.30
80320	4/15/2025	HANNAH PARROTT	70.00
80321	4/15/2025	HAWKINS, INC.	2,467.93
80322	4/15/2025	HENRY SCHEIN	14.26
80323	4/15/2025	HYDROCORP	440.56
80324	4/15/2025	JASON JOHNSON	200.00
80325	4/15/2025	JEFF PRINCE	60.00

4/25/2025 8:12 AM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 4/14/2025 From Account:
Thru: 4/27/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
80326	4/15/2025	JOLENE ALBRICHT	22.40
80327	4/15/2025	KATHY DUNBAR	16.00
80328	4/15/2025	LISA BRAGG-HURLBURT	53.20
80329	4/15/2025	MARK MOSEY	20.00
80330	4/15/2025	MENARDS-EAU CLAIRE	513.84
80331	4/15/2025	MICHAEL BUCHNER	100.00
80332	4/15/2025	MID-AMERICAN RESEARCH CHEMICAL	461.45
80333	4/15/2025	MIKE KIEKHAFFER	60.00
80334	4/15/2025	MISSISSIPPI WELDERS SUPPLY CO.	134.83
80335	4/15/2025	NANCY ODOM MOULEDOUX	124.00
80336	4/15/2025	NATES TOWING & REPAIR	150.00
80337	4/15/2025	PENNCARE	191.40
80338	4/15/2025	RICH BAUTCH	60.00
80339	4/15/2025	SCHILLING SUPPLY	125.98
80340	4/15/2025	SYNERGY COOPERATIVE	2,239.56
80341	4/15/2025	TIFFANY PRINCE	40.00
80342	4/15/2025	VIKING DISPOSAL, INC	1,736.00
80343	4/15/2025	VILLAGE OF COLFAX	423.30
80344	4/15/2025	VILLAGE OF COLFAX R.U.	7,516.70
80345	4/15/2025	WATER CARE SERVICES	31.50
80346	4/15/2025	ZEMPEL APPRAISAL SERVICE	950.00
80347	4/15/2025	ZOLL MEDICAL CORP	749.00
80348	4/16/2025	REGISTER OF DEEDS	30.00
EFTPS	4/24/2025	EFTPS-FEDERAL-SS-MEDICARE	10,949.10
WIDOR	4/24/2025	WI DEPARTMENT OF REVENUE	1,377.67
WIETF	4/15/2025	WI DEPT OF EMPLOYEE TRUST FUNDS	8,937.09
CHARTER	4/24/2025	CHARTER COMMUNICATIONS	512.67
WIDCOMP	4/24/2025	WISCONSIN DEFERRED COMPENSATION	185.00
WEENERGIES	4/21/2025	WE ENERGIES	322.46
WEENERGIES	4/21/2025	WE ENERGIES	475.53
Grand Total			76,726.09

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 4/14/2025 From Account:
Thru: 4/27/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
1506	4/15/2025	BADGER STATE ELECTRIC	956.85
1507	4/15/2025	DUNN ENERGY COOPERATIVE	254.00
1508	4/15/2025	FIRST CHOICE	1,189.12
1509	4/15/2025	PLASTIC BAGS UNLIMITED	120.00
1510	4/15/2025	ROCK OIL REFINING, INC	90.00
1511	4/15/2025	UNEMPLOYMENT INSURANCE	52.71
1512	4/15/2025	VILLAGE OF COLFAX	429.29
1513	4/15/2025	VILLAGE OF ELK MOUND	3,014.25
Grand Total			6,106.22

THIS BILLING SERVICES AGREEMENT ("Agreement"), is entered into this 30th day of September 2022, by and between CloudPCR, a Pennsylvania corporation and Village of Colfax DBA Colfax Rescue Squad ("Client").

WHEREAS, the "Client" desires to obtain the services of CloudPCR to institute the management of third-party billings on its behalf for services rendered by it; and

WHEREAS, CloudPCR is willing to provide third party billing services to the "Client" upon the terms and conditions more particularly set forth below;

NOW, THEREFORE, in consideration of such premises, and the mutual covenants hereinafter set forth, it is hereby agreed between the "CLIENT" and CloudPCR as follows:

1. Term of Contract: See Addendum Section A

2. Responsibilities and authority of billing agent: For so long as this agreement, and any renewals thereof, shall remain in effect, CloudPCR shall serve as the sole and exclusive third-party billing agent for the "Client". CloudPCR shall devote sufficient time and attention to the affairs of the "Client" to properly and responsibly fulfill duties as its billing agent. CloudPCR shall have the responsibility to prepare and send all bills to be rendered by the "Client" to third parties for services rendered by it, except for services rendered by the "Client" under separate contracts, which provide for compensation to the "Client" for the services called for therein. CloudPCR shall prepare such bills based upon the complete patient care documentation and other records submitted by the "Client" and the "Client" shall be responsible for ensuring the completeness and accuracy of such documents and for all representations made therein. CloudPCR agrees to maintain confidentiality of all patient care reports as required by applicable laws and regulations as described more particularly herein. CloudPCR shall also be responsible for the collection of fees due to the "Client", as set forth in such bills and, in connection therewith, shall render follow-up statements of account, prepare and properly submit insurance claim forms, or otherwise prepare any documents or provide any information that may be necessary in order to secure payment of fees due to the "Client" as billed by CloudPCR. CloudPCR shall not be authorized to negotiate Medicare checks on behalf of the "Client"

CloudPCR will forward all collected fees to the "Client" or directly deposit such fees in the "Client" account. CloudPCR is not obligated to institute any legal proceedings to collect such sums.

CloudPCR shall, on the "Client's" behalf, undertake "reasonable collection efforts," as that term is defined by the Centers for Medicare and Medicaid Services (CMS), for the collection of copayments and deductibles owed by Medicare beneficiaries for such accounts forwarded by the "Client" to CloudPCR. The only exceptions are in cases where the beneficiary is determined by the "Client" to be indigent and where the "Client" so notifies CloudPCR.

CloudPCR shall deliver to the "Client" President, Director or designee, in a timely fashion, but not less frequently than monthly, such sums as shall have been collected by it on behalf of the "Client". CloudPCR shall also furnish to the President, Director or designee, a report of billing and collection activities for the preceding month, which shall be in the form as agreed between the "Client" and CloudPCR. CloudPCR shall be authorized to make deposits, shall not be authorized to make payments or issue checks on behalf of the "Client", but shall be authorized, upon consultation with the President, Director or designee of the "Client", to compromise disputed billings.

3. Payment for services rendered by billing agent:

Note: All financial considerations are based on a calendar year. The "Client" will pay to CloudPCR a Base Fee, see Addendum, Section A. Additional costs may be associated with any follow-up efforts that may be required beyond the initial billing in order to effectuate collection of any account. Payments shall be made to CloudPCR upon receipt of invoice each month. The obligations of the parties concerning any accounts placed with CloudPCR prior to the expiration of the term of this agreement, and which may be collected after the termination hereof, shall be the same as provided for in this agreement and the parties shall be bound by the terms hereof as if said agreement had not terminated or expired.

4. Litigation: In the event CloudPCR or the "Client" commences litigation against the other party for a breach of this contract, the prevailing party in any litigation shall be entitled to recover its cost of litigation, including, but not limited to reasonable attorney's fees and filing fee.

5. Independent Contractor Status: CloudPCR represents and acknowledges that it is an independent contractor and is not, nor is it, nor any of its agents, to be construed as an employee of the "Client". As such, CloudPCR understands that the "Client" will not withhold any federal or state income taxes from, nor pay or deduct any F.I.C.A. contributions for payments due to CloudPCR under the terms of this agreement.

CloudPCR also acknowledges that neither it, nor any of its agents, will be covered under the terms and provisions of any unemployment, disability, worker's compensation or other policies of insurance that may be maintained by the "Client" or which are otherwise required to be maintained by an employer under applicable statutes and regulations. CloudPCR agrees to provide the "Client" with a duly executed, completed W-9 form, or such other forms as may be required by applicable statutes, and acknowledges that the "Client" will file a 1099 form, or other such form, with the federal and state tax authorities reporting payments made to CloudPCR on a calendar year basis.

CloudPCR, for its part, agrees not to represent itself to be, nor otherwise hold itself, nor any of its agents, out as an employee of the "Client" and shall be solely responsible for making all payments that may be due to federal, state or other taxing authorities on account of the payments received by it under this agreement including, but not limited to, estimated tax payments, self-employment tax, income tax and any other payments that may be provided for by statute or regulation.

6. Termination of services: This agreement may be terminated by CloudPCR upon written notice stating its intention to terminate its relationship with the "Client", which notice must be given to the "Client" at least ninety (90) days prior to the effective date specified therein which date shall be the last day of a calendar month. The "Client" may terminate the services of CloudPCR by written notice directed to it, signed by the Mayor/President/Director or designee of the "Client", signed at least ninety (90) days prior to the date specified.

7. Requirement of Performance: The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar matter.

8. Severability: If any provision of this Agreement shall be declared invalid by any court of competent jurisdiction, all other provisions of this Agreement shall remain valid and in full force and effect.

9. Interpretation: This agreement shall be interpreted under the laws of the Pennsylvania. All actions relating to this agreement shall be brought exclusively in a court of competent jurisdiction in Allegheny County, Pennsylvania.

10. Automatic Renewal: Unless otherwise terminated in accordance with the provisions set forth above or unless either party notifies the other, in writing, at least 90 days prior to the expiration date hereof, of its intention not to renew this agreement, this agreement shall automatically be renewed for successive, additional one year periods, upon the same terms and conditions set forth herein, and the parties shall continue to be bound thereby.

11. Complete Agreement: This agreement contains the entire understanding of the parties regarding its subject matter, and there are no other, further or different understandings, undertakings, agreements, representations, or warranties, express or implied, in any way limiting, extending, defining or relating to any provisions of this Agreement, or to any of the subject matter and things to which this Agreement relates.

12. Amendments: No agreement altering, modifying or releasing the terms of this Agreement shall be valid unless the same is in writing and executed with the same formality as this Agreement

13. Compliance: Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party in writing within thirty (30) days so the other party may address the matter. The parties shall provide copies of their compliance policies or guidelines to the other party upon reasonable written request.

14. Qualifications:

a. "Client" represents and warrants the following, both presently and during the term of this Agreement: (1) "Client" currently possesses all required licenses, certification and permits necessary to do business and will continue to maintain them during the term of this Agreement; (2) "Client" possesses a valid Medicare provider number; (3) The "Client" is in good standing with all state and federal agencies and is not currently the subject of any investigations or actions; (4) The "Client" is not excluded or subject to exclusion from any state and/or federal health care program; and (5) The "Client" complies with all applicable state and federal laws and regulations pertaining to billing for its services and will at all times continue to do so.

b. CloudPCR represents and warrants that it is not the subject of any actions or investigations pertaining to its participation in any state or federal health care program, that it is not excluded or subject to exclusion from any state or federal health care program, and that it is in good standing with all state and federal agencies pertaining to the services it provides, and that CloudPCR will remain in good standing with such agencies during the term of this Agreement.

c. CloudPCR represents, warrants and agrees that it is and will continue to be compliant with all regulations of the Client's Office of the Inspector General (OIG) and the Medicaid Inspector General.

d. Each party warrants to the other that it will check the Office of the Inspector General's List of Excluded Individuals/Entities (LEIE) prior to making a decision to employ an individual or contract with an entity to provide items or services directly or indirectly payable by a federal health care program, will check the LEIE periodically to determine whether any of its personnel or contractors have been excluded from a federal health care program, will terminate any excluded person or contractor from performing work that it is directly or indirectly payable by a federal health care program, and will immediately disclose to the other party any excluded person or contractor who has performed work for it under this contract during the period of the exclusion that was billed or would otherwise be billable to a federal health care program.

e. Notwithstanding any other provisions of this agreement, either party may terminate this agreement immediately upon the exclusion of the other party from any federal health care program.

15. Indemnification: The "Client" shall hold harmless, indemnify and defend CloudPCR against any and all claims, causes of action, and damages including, but not limited to, overpayment or false claims liability to any government agency, third party payer, financially responsible party, carrier or insurer, to the extent caused by any act or omission, including but not limited to supplying inaccurate, false or fraudulent information, on the part of the "Client" or its agents, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees. CloudPCR shall hold harmless, indemnify and defend the "Client" against all claims, causes of action and damages to the extent that the same are caused by any act or omission on the part of CloudPCR or its agents, contractors or employees.

16. Records: Upon written request and reasonable advance notice, the "Client" shall have the right, during regular business hours, at a time and location designated by CloudPCR, to review financial and related information in CloudPCR's possession that directly relate to the "Client's" account and to CloudPCR's services on behalf of the "Client". All information, documentation papers and reports relative to the "Client's" account in the possession of CloudPCR are the joint property of CloudPCR Billing, Inc. and the "Client". "Client" may elect to use a third party to audit (i.e. view, review, copy and access) said records; however, said third party may not be an individual, entity, or employee/contractor of an entity that is a competitor of CloudPCR, in the sole determination of CloudPCR.

17. Regulatory Changes: The parties recognize that this Agreement is, always, subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. If any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. If the parties do not agree on such written amendments within ninety (90) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms. If any laws or regulations would make such amendment impossible or futile and render performance by either party illegal or impossible for any reason, either party may terminate the Agreement as of the effective date of such laws or regulations.

18. Termination of Prior Contracts: All contracts between the parties previously executed are hereby terminated as of the effective date of this Agreement.

19. Business Associate Assurances: CloudPCR will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the "Client" in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

a. General Provisions

1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA

2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. Obligations of Business Associate

CloudPCR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to the "Client" any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the "Client" without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of CloudPCR agree to the same restrictions, conditions, and requirements that apply to CloudPCR with respect to such information;

5. Make PHI in a designated record set available to the "Client" and to an individual who has a right of access in a manner that satisfies the "Client's" obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by the "Client" or take other measures necessary to satisfy the "Client" obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to the "Client" or an individual who has a right to an accounting within 60 days and as necessary to satisfy the "Client" obligations under 45 CFR §164.528;

8. To the extent that CloudPCR is to carry out any of the "Client" obligations under the HIPAA Privacy Rule, CloudPCR shall comply with the requirements of the Privacy Rule that apply to the "Client" when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by CloudPCR on behalf of the "Client" available to the Secretary of the Department of Health and Human Services for purposes of determining CloudPCR and the "Client" compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if the "Client" notifies CloudPCR of any restriction on the use or disclosure of PHI that the "Client" has agreed to or is required to abide by under 45 CFR §164.522; and

11. If the "Client" is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), CloudPCR agrees to assist the "Client" in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the "Client" Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the "Client" agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the "Client" of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the "Client" of any threat of identity theft as a result of the incident.

c. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by CloudPCR on behalf of the "Client" include:

The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the "Client" to its patients;

Preparation of reminder notices and documents pertaining to collections of overdue accounts;

The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the "Client" to its patients or to appeal denials of payment for the same; and

Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that CloudPCR has been engaged to perform on behalf of the "Client"

d. Termination

1. The "Client" may terminate this Agreement if the "Client" determines that CloudPCR has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this

Agreement that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, CloudPCR shall return to the "Client" or destroy all PHI received from the "Client", or created, maintained, or received by CloudPCR on behalf of the "Client" that CloudPCR still maintains in any form. CloudPCR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the above date.

"Client"

Full Name: Lynn Niggemann

Signature: _____

Title: Village Administrator-Clerk-Treasurer

Date: _____

CloudPCR

By -Jay Shah

Signature: _____

Title: Co-Founder

Date: _____

Question: Are ADU's (Accessory Dwelling Units) legal in Wisconsin?

Yes, ADUs (Accessory Dwelling Units) are generally legal in Wisconsin, but the specific regulations and requirements can vary by location and municipality. Many communities, including Madison and Dunn County, are increasingly allowing or loosening restrictions on ADUs to address housing shortages and provide more affordable housing options.

Here's a more detailed look:

- **Permitted Use:**

ADUs are often a permitted use on lots with existing dwellings, particularly those with up to eight units.

- **Zoning Regulations:**

Municipalities may have specific zoning laws and ordinances governing ADU construction, including setbacks, height restrictions, size limitations, and parking requirements.

- **Owner Occupancy:**

Some communities may require the primary residence or the ADU to be owner-occupied.

- **Conditional Use Permits:**

Some communities may require a site review process, such as a conditional use permit (CUP), to assess project-specific conditions and allow for public input.

- **Uniform Dwelling Code:**

ADUs must comply with the Uniform Dwelling Code and other building codes.

- **Sanitation:**

ADUs must also address sanitation requirements, potentially requiring a public sanitation system or a private on-site wastewater system.

- **Size Limits:**

ADU size limits can vary, with some communities limiting them to a maximum of 900 square feet or a percentage of the primary residence's size.

- **Setbacks:**

ADUs must maintain required setbacks from the primary residence and lot lines.

- **Number of Bedrooms:**

Some communities may limit the number of bedrooms in an ADU, such as no more than two bedrooms.

To determine the legality and specific regulations for ADUs in your specific location in Wisconsin, it's essential to:

1. **1. Contact your local zoning or planning office:**

They will be able to provide information on the zoning regulations and permits required for ADU construction in your area.

2. **2. Consult your local ordinances:**

Review your municipality's zoning ordinances and other relevant regulations to understand the specific requirements for ADUs.

3. **3. Consider seeking professional advice:**

If you have specific questions or concerns, you may wish to consult with a real estate attorney, building contractor, or other qualified professional.

What is an ADU: Accessory Dwelling Units explained

An accessory dwelling unit, usually just called an ADU, is a secondary housing unit on a single-family residential lot. The term “accessory dwelling unit” might sound institutional, but it’s the most commonly-used term across the country to describe this type of housing. Because the full name is a mouthful, we use the shorthand “ADU” instead.

ADUs are defined by the fact that they’re a type of housing unit—NOT a standardized structural form. When learning about a new design concept like an ADU, it’s natural to want to know exactly what that concept looks like in the flesh. However, ADUs vary in their physical form quite a bit. We want to embed the *ADU design concept* in our brains as a tangible object that we can mentally reference. Let’s broaden that mental model by exploring and understanding the range of common ADU types.

WHAT ARE THE MAIN TYPES OF ADUS?

ADUs come in a variety of forms: detached new construction, garage conversion, bump-out, basement conversion, and more. This list of images shows the most common structural forms of ADUs as well as some of the other terms you might hear to describe them).

1) Detached new construction ADUs, also called backyard cottages, granny flats, laneway houses, or DADUs, depending on the jurisdiction. This type of ADU is construction on the lot of a single family home, often in the back or side yard.



Example of ADU above a garage or workshop. Also called a “garage apartment” or “carriage house”.

What are the common traits of ADUs?

While their structural forms vary, ADUs share many common traits and face similar design and development challenges. For one thing, the fact that they’re secondary housing units on single-family residentially zoned lots puts ADUs into a unique category. ADUs also have some other distinguishing characteristics that help further define, differentiate, and distinguish them from other housing types.

- ADUs are accessory and adjacent to a primary housing unit.
- ADUs are significantly smaller than the average US house.
- ADUs tend to be one of two units owned by one owner on a single family residential lot.
- ADUs tend to be developed asynchronously from the primary house by homeowner developers.

- A large range of municipal land use and zoning regulations differentiate ADU types and styles, and dramatically affect their allowed uses
- Vast numbers of informal ADUs exist compared to permitted ADUs.

These differentiating characteristics make ADUs a distinct type of housing. Until recently, there has been a lack of common understanding around the language and best practices of ADU development.

Other FAQs about ADUs

WHAT IS CONSIDERED AN ACCESSORY UNIT?

ADUs have many synonyms. “Accessory unit” is one of them. An accessory unit is a secondary and architecturally diminutive unit on a property that already has a primary residential unit.

DOES AN ADU REQUIRE A KITCHEN?

Yes, ADUs must have a kitchen. In fact, the kitchen is the defining feature of an ADU that differentiates it from other additional habitable living spaces (like a bonus room).

DO I NEED A PERMIT TO BUILD A GUEST HOUSE?

Yes, you need a permit from your local jurisdiction to build habitable living space on your property. If the space is non-habitable, and is under 200 sq ft, then sometimes you do not need a permit. But, in the case of building habitable living space, you’re always required to obtain a building permit.

IT IS LEGAL TO BUILD A HOUSE OR AN INLAW SUITE IN YOUR BACKYARD?

In some jurisdictions, it is legal to build an accessory structure with habitable living space in the backyard. In other jurisdictions, it is not legal to build habitable living space in the backyard. Whether that habitable living space in the backyard can be classified as a house, is another matter. This depends on what your local zoning code says is permissible. In many cases, ADUs will be permissible. In other cases, an ADU may not be allowed, but alternatives such as a guest house or a detached office or bedroom with a bathroom may be allowed.

DOES AN IN LAW SUITE OR GUEST HOUSE ADD VALUE?

Yes, an in-law suite and guest house adds value to a property. The next logical question is, "How much value does an ADU add?". Unfortunately, it's impossible to provide a universal answer to this question. The contributory value of additions such as adding an ADU, guest house, or in-law suite, are difficult to measure.

WHAT IS CONSIDERED AN ILLEGAL APARTMENT?

An illegal apartment is a synonym for an unpermitted ADU, or an informal ADU. This is an additional housing unit that is added to a property without the correct permits. However, there are subtleties here. Was the additional structure permitted? Was the interior finished habitable living space permitted? Was it literally just the oven and kitchen sink that weren't permitted? These nuances are important to understanding how significant the zoning and building code violations actually are.

WHAT'S THE DIFFERENCE BETWEEN A TINY HOUSE ON WHEELS AND AN ADU?

Tiny homes on wheels are on wheels. ADUs generally aren't on wheels.

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STYLES

COLLECTIONS

PLAN TYPES

ABOUT OUR PLANS

Search By Plan #



645 Results

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PLAN TYPE

Single Family

SQUARE FEET

Min Sq Ft

9

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SINGLE FAMILY PLANS

- VIEW ALL SINGLE-FAMILY PLANS
- NEW PLANS
- OPEN FLOOR PLANS
- BEST-SELLING
- EXCLUSIVE
- PLANS WITH 360 VIRTUAL TOURS

MORE SINGLE-FAMILY COLLECTIONS

GARAGE PLANS

- VIEW ALL GARAGE PLANS
- GARAGES WITH APARTMENTS
- 3 CAR GARAGE PLANS
- 2 CAR GARAGE PLANS
- 1 CAR GARAGE PLANS
- GARAGES WITH A LOFT

MORE GARAGE COLLECTIONS

RECREATION PLANS

- POOL HOUSES
- SHEDS
- GAZEBOS
- WORKSHOPS

VIEW ALL RECREATION PLANS

MULTI-FAMILY PLANS

- DUPLEX PLANS
- TRI-PLEX PLANS
- FOUR-PLEX PLANS

VIEW ALL MULTI-FAMILY PLANS



Shop



Sign In



Favorites



Cart



Chat

Resolution 2025-03
Ordinance Amendment: Title 3, Chapter 1, Section 8-17 Updates

AN ORDINANCE REGARDING FINANCE AND PUBLIC RECORDS.

The Village Board of the Village of Colfax, Wisconsin, do ordain as follows:

Section 9 (a)(1). State Law reference shall be updated to reflect the current State Statute to Wis. Stats. Chapter 34, and sections 66.0603, 66.0607, removing section 66.044.

Section 10 (b). The verbiage "shall direct" replaces "directs". Update State Law Reference sec. 66.0515, removing 66.113.

Section 11. The Request s for Statements of Real Property time shall be changed from one (1) day to one (1) week. The fee charged shall be changed from Five Dollars (\$5) to Ten Dollars (\$10).

Section 12 (a). The verbiage "as a complete alternative to the requirements of Sections 61.54, 61.55 and 66.29 of the Wisconsin Statutes and in lieu thereof, that" shall be removed. The verbiage "over Ten Thousand Dollars (\$10,000.00) shall be removed. The Public Works Section 62.145 shall be replaced by Section 62.1

Section 13 (5). The verbiage "Instruc tions" shall be corrected to "Instructions"

Section 14. The spelling of the word "Receivable" shall be corrected from "Recenable"

Section 17 (b). The verbiage in it's totality shall be struck.

Section 17 (c). Section 17 (c) shall become Section 17(b). The verbiage shall be "Delinquent Charges to Become Special Charge and/or Lien. Delinquent or other municipal utility charges which are in arrears shall be subject ot the procedures set forth in Wis. Stat 66.0809." and all other verbiage shall be struck. State Law Reference: Sec. 66.0809, Wis Stats. Shall be added at the end.

Village of Colfax

Jeff Prince, President

ATTEST:

Carrie L. Brown
Administrator-Clerk-Treasurer

SEC. 3-1-8 CLAIMS AGAINST VILLAGE.

- (a) **Village Board to Audit Accounts.** Except as provided in Subsection (c), no account or demand against the Village shall be paid until it has been audited by the Village Board and an order drawn on the Village Administrator-Clerk-Treasurer therefore. Every such account shall be itemized. Every such account or demand allowed in whole or in part shall be filed by the Administrator-Clerk-Treasurer, and those of each year shall be consecutively numbered and have endorsed thereon the number of the order issued in payment.
- (b) **Claims to Be Verified.** All accounts, demands or claims against the Village shall be verified by the claimant or proper official.
- (c) **Payment of Regular Wages or Salaries.** Regular wages or salaries of Village officers and employees shall be paid by payroll, verified by the proper Village official, department head, board or commission and filed with the Village Administrator-Clerk-Treasurer in time for payment on the regular pay day.

State Law Reference: Sec. 61.51, Wis. Stats.

SEC. 3-1-9 DISBURSEMENT AND INVESTMENT OF FUNDS.

- (a) **Wisconsin Statutes Adopted.**
 - (1) The statutory provisions set forth in Chapter 34, Wis. Stats., and Section 66.0603, 66.0607 and 219.05, Wis. Stats., are hereby adopted and by reference made a part of this Chapter as if fully set forth herein, except that claims for the expenses in Subsection (a)(2) shall be the only claims which may be approved for payment by the Administrator Clerk- Treasurer.
 - (2) Disbursement from public depositories shall be made by check as approved by the Village Administrator-Clerk-Treasurer for the following expenses: payroll, insurance premiums, retirement contributions, withholding tax deposits, sales tax deposits, overpayment refunds, payments to others from employee deductions, reimbursement of petty cash, tax settlements, bond transfers to other units of government, training fees or other claims approved by department heads to avoid service and/or interest charges and license fees.
 - (3) Claims involving service, materials or fees not covered in Subsection (a)(2) shall be referred to the Village Board, or designated committee thereof,
- (b) **Investment of Idle Funds.**
 - (1) Responsibility for deposit and/or transfer of funds for short-term investment of idle funds of the Village as they are available from time to time shall be at the discretion of the Village Administrator-Clerk-Treasurer.
 - (2) (2) Short-term investment is defined as one (1) year or less.
 - (3) (3) Transfer of funds shall be made at the direction of the Village Administrator-Clerk- Treasurer in person or by telephone or wire without signature of any other Village official.

- (4) The Village Administrator-Clerk-Treasurer shall determine the amount of deposit and/or investment, subject to available funds, taking into consideration the projected revenue and expense during the term of any investment to maintain an adequate cash flow.
- (5) Funds may be invested in any institution designated as a public depository approved by the Village Board and the rate of interest that may be earned upon such investments shall be primary criteria for investment in a particular institution.
- (6) The Administrator-Clerk-Treasurer shall keep funds in any one (1) institution below Five Hundred Thousand Dollars (\$500,000) to insure coverage for losses due to failure of an institution, except that during peak periods of revenue, receipts in excess of Five Hundred Thousand Dollars (\$500,000) may be deposited in institutions for a period not to exceed thirty (30) days.

State Law Reference: Chapter 34, Wis. Stats., Sections 66.0603, 66.0607 and 219.05, Wis. Stats.

SEC. 3-1-10 RECEIVING MONEY; RECEIPT FOR SAME.

- (a) The Village Administrator-Clerk-Treasurer and their deputies shall not receive any money into the treasury from any source except on account of taxes levied and collected during the fiscal year for which they may then be serving, without giving a receipt therefore in the manner specified by the Village Board.
- (b) Upon the payment of any money (except for taxes as herein provided), the Village Administrator-Clerk-Treasurer shall make out a receipt in duplicate for the money so received. The Village Administrator-Clerk-Treasurer shall charge the amount thereof to the treasury and credit the proper account. The payment of the money to any receiving agent of the Village or to the Village or to the Village Administrator-Clerk-Treasurer shall be safeguarded in such a manner as the Village Board shall direct.

State Law Reference: Sec. 66.051, Wis. Stats.

SEC. 3-1-11 STATEMENT OF REAL PROPERTY STATUS.

The Village Administrator-Clerk-Treasurer and their designees are authorized to prepare a Statement of Real Property Status form to be used to provide information often requested for transfers of real property such as the amount of outstanding special assessments, deferred assessments, changes in assessments, amount of taxes, outstanding water and sewer bills, current water and sewer bills, contemplated improvements, outstanding citations on building code violations and similar information. Any such information sought shall be provided to the person requesting it on said form. Requests for Statements of Real Property Status shall be made to the Village Administrator-Clerk-Treasurer a minimum of one (1) week in advance. A fee of Ten Dollars (\$10.00) shall be charged for compiling this information.

SEC. 3-1-12 BIDDING PROCEDURES.

- (a) **Adoption of City Bidding Procedures.** Pursuant to Section 61.56, Wis. Stats., the Village of Colfax does hereby provide that

the provisions of Section 62.15, Wis. Stats., shall be applicable to all Village contracts for public construction. The authority vested in the Board of Public Works by Section 62.14 of the Wisconsin Statutes shall be exercised by the Village Board or by a committee designated by the Village Board.

- (b) **Construction by the Village.** Any class of public construction may be done directly by the Village without submitting the same for bids provided that the same is authorized by a vote of three-fourths (3/4) of all members of the Village Board.

State Law Reference: Sections 61.54, and 62.15, Wis. Stats.

SEC. 3-1-13 BID SOLICITATION PROCEDURES.

(a) **Definitions.**

- (1) Verbal Quotation Form. The Village solicits verbal quotations on items the Village purchases, which are less than Ten Thousand Dollars (\$10,000.00). The results of the verbal quotations are recorded on a memorandum of verbal quotation form.
- (2) Informal Quotation. An informal quotation is a written request for quotation sent to vendors. The informal quotation is used for the purchase of goods and services in an amount less than Ten Thousand Dollars (\$10,000.00).
- (3) Formal Bid. The formal bid procedure is used for purchasing goods and services in an amount of Ten Thousand Dollars (\$10,000.00) and higher, and in some instances in amounts less than this amount. The formal bid procedure requires a legal public notice and contains detailed, written specifications regarding the goods and services to be purchased, and a number of specific conditions associated with the purchase.

(b) **Bid Solicitation.**

- (1) Competitive bids or quotations shall be obtained before contracting to purchase articles, goods, wares, material services or merchandise which amount in bulk to more than One Thousand Dollars (\$1,000.00). Purchases up to One Thousand Dollars (\$1,000.00) may be made by either telephone quotations, informal written quotations or formal bid. Purchases from One Thousand Dollars (\$1,000.00) to Ten Thousand Dollars (\$10,000.00) shall be made by written quotation, telephone quotation or formal bid. Purchases of Ten Thousand Dollars (\$10,000.00) and over, pursuant to Subsection (a) above, shall be made by formal bid unless exempted from it by action of the Village Board.
- (2) Verbal quotations for goods and services shall be secured from at least two qualified vendors, and the results of the quotations shall be recorded on the "Memorandum of Verbal Quotation" form and signed by the person receiving the quotations.
- (3) Informal requests for written quotations shall be solicited from at least three (3) qualified bidders on the request for quotation form. All written requests for quotations shall be issued by the applicable department heads and returned to and analyzed by the applicable department heads. Informal requests for written quotations may also be solicited by telephone. Vendors

- shall be given a reasonable time to respond to the request for an informal, written quotation and shall be given clear, concise specifications and informal bidding instructions to facilitate competitive bidding.
- (4) When a formal bid is required or deemed to be in the best interests of the Village, the bidding procedure shall follow the legal requirements associated with a Class One notice under State Statute and the procedures normally associated with the formal bid proposal.
 - (5) The formal bid proposal will contain at least the following information:
 - a. The bid number.
 - b. A detailed description of the goods and services required, including enough information about the items or services required so that more than one (1) vendor can meet the specifications.
 - c. The time, date and place the bids will be opened.
 - d. The address to which the bids shall be mailed or delivered. Instructions to bidders shall include such information as delivery dates, transportation charges, proposal prices, conditions for guaranteeing the proposal, payment terms, right of rejection of proposals, right to reject merchandise, insurance requirements, alternative proposal consideration, tax information, and other appropriate information regarding the awarding and execution of the contract and contract considerations.
 - e. The bid proposal shall also include a section on special provisions including guarantees and service considerations, trade-in considerations, and other information relating to special conditions.
 - (6) Specifications for all items purchased shall be developed with the full involvement and participation of the using departments. However, the Village Administrator-Clerk-Treasurer shall insure that the specifications are sufficiently broad enough that competition in the bidding process is preserved.

SEC. 3-1-14 ACCOUNTS RECEIVABLE BILLING PROCEDURES.

Billings by the Village may be paid within thirty (30) days after billing without interest. Thereafter, interest may be charged at the rate of one and one-half percent (1-1/2%) per month or any fraction thereof, until the following fifteenth (15th) day of November. Bills not paid on or before the fifteenth (15th) day of November shall have added to the total amount due one and one-half percent (1-1/2%) of said charges shall be entered on the tax roll as a special charge, and become a lien upon real estate.

SEC. 3-1-15 ANNUAL AUDITS.

A firm of certified public accountants shall be employed each year by the Village, subject to the confirmation of the Village Board to conduct a detailed audit of the Village's financial transactions and its books, and to assist the Administrator-Clerk-Treasurer in the management of the Village's financial affairs, including the Village's public utilities. These auditors shall be employed on a calendar-year basis. The books audited may, in addition to the financial records of the office of the Administrator-Clerk-Treasurer, include the Village Administrator-Clerk-Treasurer's books, the Village's public utilities, Police Department records, and any other books of any boards, commission, officers or employees of the Village handling Village moneys.

SEC. 3-1-16 LIABILITY OF THE VILLAGE FOR ACTS OF AGENTS.

No agent of the Village of Colfax having authority to employ labor or to purchase materials, supplies or any other commodities, may bind the Village or incur any indebtedness for which the Village may become liable without approval of the Board. Each such employment or purchase order shall be drawn against a specific appropriation, the money for which shall be available in the Village treasury and not subject to any prior labor claims or material purchase orders at the time when such employment is negotiated or purchase order drawn. The Village Administrator-Clerk-Treasurer shall keep a record of such employment and purchase orders and shall charge them against the proper appropriation.

SEC. 3-1-17 DELINQUENT UTILITY CHARGES.

- (a) **Findings.** The Village Board hereby finds that collection of charges for utility services supplied by the Village is a significant problem affecting the financial well-being of the utilities. As such, it is a matter of the local affairs and government of the Village of Colfax. Pursuant to the home rule powers of the Village, the Village has determined that a method for the collection of delinquent utility charges, as set forth herein, should be established.
- (b) **Delinquent Charges to Become Special Charge and/or Lien.** Delinquent or other municipal utility charges which are in arrears shall be subject to the procedures set forth in Wis. Stat. 66.0809.

State Law Reference: Section 66.0809, Wis. Stats

Resolution 2025-05
Authorization of Signer Change on Non-Personal Accounts of Village Moneys
Bremer Bank Accounts

WHEREAS, the Village of Colfax Board, as a customer of Bremer Bank is authorized to designate agents to conduct Village business on behalf of the Village of Colfax.

THEREFORE, BE IT RESOLVED, that Bremer Bank (the "Bank"), qualified as a public depository under Ch. 34, Wis. Stats., is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that the following accounts be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the persons and the number thereof designated by title opposite the following designation of accounts is hereby authorizes, for and on behalf of this Municipality, to sign order checks as provided in Section 66.0607(3), Wisconsin Statutes, for payment or withdrawal of money from said accounts and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Bank and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by this Municipality at the Bank.

Titles of Authorized Persons

Jeffrey Prince, President

Carey K. Davis, Trustee

Carrie L. Brown, Administrator-Clerk-Treasurer

This is to certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of the Municipality at an open legal meeting held on the 28th day of April, 2025 and said resolutions will be in full force and effective on the 28th day of April, 2025.

Signed and sealed this 28th day of April, 2025.

Carrie L Brown
Administrator-Clerk-Treasurer

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Trustee

Jeff Prince, President

Attest: _____
Carrie L. Brown
Administrator-Clerk-Treasurer

Resolutions 2025-06
Authorization of Signer Change on Non-Personal Accounts of Village Moneys
Dairy State Bank Account xx1203

WHEREAS, the Village of Colfax Board, as a customer of Dairy State Bank is authorized to designate agents to conduct Village business on behalf of the Village of Colfax.

THEREFORE, BE IT RESOLVED, that Dairy State Bank (the "Bank"), qualified as a public depository under Ch. 34, Wis. Stats., is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that the following accounts be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the persons and the number thereof designated by title opposite the following designation of accounts is hereby authorizes, for and on behalf of this Municipality, to sign order checks as provided in Section 66.0607(3), Wisconsin Statutes, for payment or withdrawal of money from said accounts and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Bank and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by this Municipality at the Bank.

Titles of Authorized Persons

Jeffrey Prince, President
Carey K. Davis, Trustee
Carrie L Brown, Administrator-Clerk-Treasurer
Lynn Niggemann, Manager of Colfax Responsible Units

This is to certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of the Municipality at an open legal meeting held on the 28th day of April 2025 and said resolutions will be in full force and effective on the 28th day of April, 2025.

Signed and sealed this 28th day of April 2025.

Carrie L Brown
Administrator-Clerk-Treasurer

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Trustee

Jeff Prince, President

Attest: _____
Carrie L Brown
Administrator-Clerk-Treasurer

Resolutions 2025-07 – 2025-26
Authorization of Signer Change on Non-Personal Accounts of Village Moneys
Dairy State Bank Accounts

WHEREAS, the Village of Colfax Board, as a customer of Dairy State Bank is authorized to designate agents to conduct Village business on behalf of the Village of Colfax.

THEREFORE, BE IT RESOLVED, that Dairy State Bank (the “Bank”), qualified as a public depository under Ch. 34, Wis. Stats., is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that the following accounts be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the persons and the number thereof designated by title opposite the following designation of accounts is hereby authorizes, for and on behalf of this Municipality, to sign order checks as provided in Section 66.0607(3), Wisconsin Statutes, for payment or withdrawal of money from said accounts and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Bank and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by this Municipality at the Bank.

Titles of Authorized Persons

Jeffrey Prince, President

Carey K. Davis, Trustee

Carrie L Brown, Administrator-Clerk-Treasurer

This is to certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of the Municipality at an open legal meeting held on the 28th day of April 2025 and said resolutions will be in full force and effective on the 28th day of April, 2025.

Signed and sealed this 28th day of April 2025.

Carrie L Brown
Administrator-Clerk-Treasurer

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Trustee

Jeff Prince, President

Attest: _____
Carrie L Brown
Administrator-Clerk-Treasurer



NOTICE OF PUBLIC MEETING

APRIL 28, 2025

In accordance with the provisions of Section 19.84, Wisconsin Statutes, notice is hereby given that a public meeting of the **VILLAGE OF COLFAX STREETS COMMITTEE** will be held on **MONDAY, APRIL 28, 2025 at 6:00 P.M.** and the **VILLAGE BOARD MEETING TO BEGIN IMMEDIATELY AFTER** in the Village Hall at **613 MAIN ST, COLFAX WI 54730**.

Persons wishing to provide public comment may do so at the meeting or may submit written comments no later than noon the Friday before the meeting at clerk@vi.colfax.wi.gov

Items of business to be discussed or acted upon at this meeting are listed below:

AGENDA – STREETS COMMITTEE

1. Call to Order
2. Roll Call
3. Street Parking Stalls – Discussion
4. Any Other Streets Discussion
5. Adjourn

AGENDA – VILLAGE BOARD MEETING

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the President
6. Consent Agenda
 - a. Regular Meeting Minutes – April 14th, 2025
 - b. Special Board Minutes – April 21st, 2025
 - c. Review Statement of Pooled Checking -April 14th, 2025-April 27th, 2025
 - d. Review Statement of Bills Solid Waste & Recycling Checking – April 14th, 2025-April 27th, 2025
 - e. Training Requests
 - f. Facility Rentals
 - g. Licenses
7. Consideration Items
 - a. Ehlers- Investments Discussion
 - b. Rescue agreement with Unified Solutions-terminate
 - c. Rescue contract KOVO-start date

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact Carrie L Brown, Administrator-Clerk-Treasurer, 613 Main St Colfax WI 54730 ph. (715)962-3311 no later than 12pm the business 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 this notice.

- d. ADU Housing Ordinance discussion and possible action
- e. Resolution 2025-03 - Village Ordinance Update: Section 3, Ch1, Sec 8-17
- f. Resolution 2025-05 – Signatory Approvals for Bremer Bank
- g. Resolution 2025-06 – Signatory Approvals for Acct xx1203 – Dairy State Bank
- h. Resolutions 2025-07 to 2025-26 – Signatory Approvals for Dairy State Bank
- i. May 26th, 2025 Board Meeting - Reschedule to Tuesday, May 27th
- j. Move location of Dump Site to Fairgrounds
- k. Review NEW Meeting Agenda Layout, possible Action. Sample attached with Dunn County Agenda as example used.

8. Committee/ Department Reports/ Discussions – no action

- a. Organizational Meeting Minutes – April 21st, 2025
- b. BOR – Open Book Meeting: Wednesday May 21st 4-6pm (No Action)
- c. Board of Review Meeting: Wednesday, May 28th 5-7pm (No Action)
- d. Highway 40 walkthrough with DOT is scheduled

9. Adjourn

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact Carrie L. Brown, Administrator-Clerk-Treasurer, 613 Main St Colfax WI 54730 ph. (715)962-3311 no later than 12pm the business 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 this notice.



**COUNTY OF DUNN
MENOMONIE, WISCONSIN
NOTICE OF PUBLIC MEETING**

In accordance with the provisions of Section 19.84, Wisconsin Statutes, notice is hereby given that a public meeting of the **DUNN COUNTY BOARD OF SUPERVISORS** will be held on **Wednesday, April 16, 2025 at 5:30 pm. Capital Improvement Plan Workshop (5:30 pm) and County Board Meeting to Begin Immediately After** in **Room 54** of the **Dunn County Government Center**, 3001 US Highway 12 East in Menomonie, Wisconsin. The building entrance for public meetings is on the lower level of the Government Center and will be open 30 minutes ahead of the meeting start time.

A video recording of the meeting will be available for subsequent viewing on the Dunn County YouTube channel at the following link: <https://www.youtube.com/@dunncounty1854>.

Persons wishing to provide public comment may do so at the meeting or may submit written comments by sending an email beforehand to publiccomment@co.dunn.wi.us

Items of business to be discussed or acted upon at this meeting are listed below:

AGENDA – CAPITAL IMPROVEMENTS WORKSHOP

1. Call to Order
2. Call of the roll
3. Draft Capital Improvement Plan 2026-2030 Review and Discussion
4. Adjournment

AGENDA – COUNTY BOARD MEETING

1. Call to Order
2. Call of the roll
3. Approval of the Minutes March 19, 2025 Meeting
4. Presentations of Petitions, Memorials, and Other Communications
 - A. Recognition of retiring municipal clerks
5. Public Comment
6. Appointments
 - A. County Board District 14 appointment
7. Report of County Manager
 - A. Purchase Orders Over \$40,000
 - B. ERP Update
 - C. Gold Certification as Family Friendly Workplace
 - D. Fire & Emergency Medical Services (EMS) Planning Grant – Dan Dunbar
10. Reports of Departments: Register of Deeds, Dunn County Housing Authority, Veteran Services.
11. Consideration of Reports, Resolutions, and Ordinances to the County Board from the Executive Committee: 2025 Budget Amendments – ENS & Health Department
12. Consideration of Reports, Resolutions and Ordinances coming to the County Board from the Standing Committees:
 - A. Legislative Committee: Resolution on Land & Water Conservation Funding
 - B. Highway Committee: Resolution Recognizing Work Zone Awareness Week

13. Announcements: Next Meeting – May 21, 2025

14. Adjournment

Kelly McCullough, Chairperson

By: Kristin Korpela
County Manager

Upon reasonable notice, the County will make efforts to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County Human Resources Manager at 715-232-2429 (Office), 715-232-1324 (FAX) or 715-231-6406 (TDD) or by writing to the Human Resources Manager, Human Resources Department, 3001 US Hwy 12 E, Suite 225, Menomonie, Wisconsin 54751.

Organizational Meeting – April 21, 2025

On April 21, 2025, the Village Board Organizational meeting was held at 6:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members present: President Prince, Trustees Burcham, Rud, Best and Stene Excused: Trustees Jenson and Davis. Others present included Administrator-Clerk- Treasurer Brown and Deputy Clerk-Treasurer Riemer.

Public Appearances – none.

Committee Appointments

President's Presentation – Prince congratulated the members for being re-elected and is looking forward to continue working with everyone. Committee Appointment assignments will remain the same. President Prince would like everyone to continue working for the Village and reporting anything they see that seems off, follow through with communications with Public Works Director Bates and ACT Brown.

Board Confirmation –

Term: April 15th, 2025 to April 20th, 2027

President: Jeff Prince

Trustees: Margaret Burcham, Clint Best, Jen Rud

President Prince and Trustees Burcham, Best and Rud read their oaths, Riemer notarized and finalized the oaths.

A motion was made by Trustee Burcham and seconded by Trustee Rud to approve the Committee Appointments and the Board Confirmation. A voice vote was taken with all members voting in favor. Motion carried.

President/Trustee Comments – Brown would like to thank the Board for helping her work through this first year and keeping her in check, also reminding everyone we are working for the Village.

Adjourn: A motion was made by Trustee Burcham and seconded by Trustee Rud to adjourn the Organizational meeting at 6:13 p.m. A voice vote was taken with all members voting yes. Meeting Adjourned.

Jeff Prince, Village President

Attest: Carrie Brown
Administrator-Clerk-Treasurer

NOTICE - 2025 ASSESSMENT ROLL IS OPEN FOR EXAMINATION AND OPEN BOOK
Village of Colfax, Dunn County

Pursuant to s. 70.45, Wis. Stats. the assessment roll for the Year 2025 assessment will be open for examination starting on the **21st day of May, 2025 through the 27th day of May** during regular business hours, 8:00 a.m. to 4:00 p.m., Monday through Friday.

Additionally, **the assessor shall be available on the 21st day of May, 2024 at the Village Hall, 613 Main Street, Colfax, WI from 4:00 p.m. to 6:00 p.m.**

Instructional material will be provided at the open book to persons who wish to object to valuation under s. 70.47, Wis. Stats.

NOTICE OF BOARD OF REVIEW MEETING

The Board of Review will meet on the **28th day of May, 2025 from 5:00 p.m. to 7:00 p.m.** at Village Hall, 613 Main Street, Colfax, WI, Dunn County for the purpose of calling the Board of Review into session during the forty-five-day period beginning on the 4th Monday of April, pursuant to s. 70.47 (1), Wis. Stats.

Pursuant to s.70.47 (2), Wis. Stats.:

After the first meeting of the board of review and before the board's final adjournment, no person who is scheduled to appear before the board of review may contact, or provide information to, a member of the board about that person's objection except at a session of the board.

No person shall be allowed to appear before the board of review, to testify to the board by telephone or to contest the amount of any assessment of real or personal property if the person has refused a reasonable written request by certified mail of the assessor to enter onto property to conduct an exterior view such property being assessed.

No person may appear before the board of review, testify to the board by telephone or contest the amount of any assessment unless, at least 48 hours before the first meeting of the board or at least 48 hours before the objection is heard if the objection is allowed under sec. 70.47 (3) (a), that person provides to the clerk of the board of review notice as to whether the person will ask for removal under sec. 70.47 (6m) (a) and if so which member will be removed and the person's reasonable estimate of the length of time that the hearing will take.

When appearing before the board, the person shall specify, in writing, the person's estimate of the value of the land and of the improvements that are the subject of the person's objection and specify the information that the person used to arrive at that estimate.

No person may appear before the board of review, testify to the board by telephone or object to a valuation; if that valuation was made by the assessor or the objector using the income method; unless the person supplies to the assessor all of the information about income and expenses, as specified in the manual under s. 73.03 (2a), that the assessor requests. The municipality or county shall provide by ordinance for the confidentiality of information about income and expenses that is provided to the assessor under this paragraph and shall provide exceptions for persons using the information in the discharge of duties imposed by law or of the duties of their office or by order of a court. The information that is provided under this paragraph, unless a court determines that it is inaccurate, is not subject to the right of inspection and copying under s. 19.35 (1).

The Board of Review shall hear upon oath, by telephone, all ill or disabled persons who present to the Board of Review a letter from a physician assistant, or advanced practice nurse prescriber certified under Wis. Stat.441.16(2) that confirms their illness or disability. No other persons may testify by telephone unless the Board of Review, in its discretion, has determined to grant a property owner's or their representative's request to testify under oath by telephone or written statement.

Notice is hereby given this 30th day of April, 2025 by:
Carrie L. Brown, Village Administrator-Clerk-Treasurer