

**Village of Colfax**  
**Regular Board Meeting Agenda**  
**Tuesday, May 26, 2026**  
**7:00 p.m.**  
**Village Hall, 613 Main St**

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 –May 11, 2026
  - b. Review Statement of Bills Dairy State Bank Checking –May 11<sup>th</sup>, 2026 – May 25<sup>th</sup>, 2026
  - c. Review Statement of Bills Solid Waste & Recycling – May 11<sup>th</sup>, 2026 – May 25<sup>th</sup>, 2026
  - d. Licenses – Transient Merchant – ACP Enterprises, Tasty Trolley Food Truck-June 13, 2026 – August 30, 2026.
6. Consideration Items (Discussions and Possible Actions)
  - a. Herb Sakalaucks -Update on Grant
  - b. Lisa Bragg-Hurlburt – WIMA Vending Donation
  - c. Resolution 2026-4 – Emergency for Disaster (NIMS)
  - d. McCoy Maintenance Billing Agreements – 4 year- \$10,305.74 & 7 year- \$19,673.37
  - e. Johnson Alley-Variance or Vacate Decision
  - f. EMS District Intergovernmental Agreement
  - g. Building Code Ordinance
7. Committee/Department Reports/Discussions – (no action)
  - a. Public Hearing Minutes - May 11, 2026
  - b. Colfax Police Dept. Report & Financials – April, 2026
  - c. Colfax Rescue Report
  - d. Board of Review Open Book Reminder – Monday June 8, 2026 5:00 pm – 7:00 pm
8. Closed Session – Motion to convene into closed session pursuant to Wis. Stat. 19.85(1)(f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against Village employee.
9. Open Session – Motion to convene into open session to take any action resulting from the closed session
10. 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: Julie Mitchell, 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 – May 11, 2026

On May 11, 2026, the Village Board met at the Village Hall, 613 Main Street, Colfax, WI at 7:00 p.m. Members present included Trustees Best, Jenson, Rud, Spielman, Petznick, Stene and Prince. Others present were Deputy Clerk-Treasurer Riemer, Administrator-Clerk-Treasurer Mitchell and LeAnn Ralph with the Messenger.

**Communication from the Village President** – Prince wanted to remind everyone of the Memorial Day Veteran’s Dedication with the parade starting at 11:00 am and hoping everyone will be able to attend. Prince also gave his condolences to the Fehr family due to Gustave Fehr’s passing.

**Public Comment** – None

### Consent Agenda

- a. Regular Board Meeting Minutes –April 27, 2026
- b. Review Statement of Bills Dairy State Bank Checking –April 27th, 2026 – May 10<sup>th</sup>, 2026
- c. Review Statement of Bills Solid Waste & Recycling – April 27th, 2026 – May 10<sup>th</sup>, 2026
- d. Review of Statement of Bills Old National – April 27<sup>th</sup>, 2026 – May 10<sup>th</sup>, 2026
- e. Licenses – Operator’s License-May 11, 2026 – June 30, 2026-Tonya Pagenkopf-Viking Bowl
- f. Training – Bloodborne Pathogens Refresher – June 2, 2026 8:30 am-Elk Mound

Riemer stated the bloodborne was the annual refresher for all employees so no form was filled out. A motion was made by Trustee Stene and seconded by Trustee Best to approve consent agenda items 5a-5f. A voice vote was taken with all members voting in favor. Motion carried.

### Consideration Items:

**Resolution 2026-3 – ARIP Funding:** Mitchell explained she is applying for agricultural and forestry. This would be for the road primarily used by Woods Run. Prince added that Mitchell should look into seeing if Railroad Ave could be added. A motion was made by Trustee Stene and seconded by Trustee Spielman to approve Resolution 2026-3 for ARIP funding. A voice vote was taken with all members voting in favor. Motion carried.

**Resolution 2026-4 and 2026-5 – Emergency for Disaster (NIMS):** Mitchell stated this is to adopt the statute for emergencies. A motion was made by Trustee Stene and seconded by Trustee Best to approve Resolutions 2026-4 and 2026-5. Trustee Jenson noticed the order of contact information was not filled out. Trustee Stene rescinded his motion and Trustee Best rescinded his second motion. A voice vote was taken with all members voting to accept rescinding of motions. A motion was made by Trustee Best to table Resolution 2026-4 until the order of contact is done and approve Resolution 2026-5 it was seconded by Trustee Stene. Voting For: Trustees Best, Stene, Jenson, Rud, Spielman, Petznick and Prince. Voting Against: none. Motion carried.

**Colfax Free Fair Sponsorship:** A motion was made by Trustee Stene and seconded by Trustee Rud to approve \$300 sponsorship to the Free Fair. Voting For: Trustees Best, Stene, Jenson, Rud, Spielman, Petznick and Prince. Voting Against: none. Motion carried.

**Public Comment Clarification:** Mithcell wanted to clarify the public comment section of the agendas. They are allowed to state their grievance or concern only. If any action needs to be taken it will need to be put on a future agenda. As President, Prince has the authority to cut them short or dismiss them if he thinks it isn’t appropriate. Some were wondering if there should be a time limit and maybe the rules should be stated before they speak. Prince and Mitchell will get together to draft more exact regulations. No action.

**Committees/Departments/Reports:** Riemer just wanted to mention she will be doing quarterly reports now for water/sewer.

**Adjourn** – A motion was made by Trustee Jenson and seconded by Trustee Rud to adjourn the meeting at 7:27 pm. A voice vote was taken with all members voting in favor. Meeting Adjourned.

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Jeff Prince, Village President

Attest: \_\_\_\_\_  
Julie Mitchell Administrator-Clerk-Treasurer

1 DSB CHECKING ACCOUNT

Accounting Checks

Posted From: 5/11/2026 From Account:  
Thru: 5/25/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
1402	5/15/2026	ADAM'S AUTO REPAIR	185.00
1403	5/15/2026	AMANDA GALVEZ	30.00
1404	5/15/2026	AMAZON CAPITAL SERVICES	28.97
1405	5/15/2026	ANDYS CUSTOM CONCRETE, INC	1,700.00
1406	5/15/2026	AYRES ASSOCIATES	10,795.08
1407	5/15/2026	BLUE RIBBON AWARDS	58.40
1408	5/15/2026	CARLTON DEWITT	1,002.30
1409	5/15/2026	CINTAS CORPORATION	128.01
1410	5/15/2026	COLFAX COMMUNITY FIRE DEPT	6,021.23
1411	5/15/2026	COLFAX COMMUNITY FIRE DEPT	377.00
1412	5/15/2026	COLFAX FREE FAIR	300.00
1413	5/15/2026	COMMERCIAL TESTING LAB	740.40
1414	5/15/2026	CRAMER CONSULTING, LLC	250.00
1415	5/15/2026	CUSTOM WOODWORK & BUILDING SUPPLY, INC	50.00
1416	5/15/2026	DUNN ENERGY COOPERATIVE	117.00
1417	5/15/2026	EHLERS	325.00
1418	5/15/2026	ELAN FINANCIAL SERVICES	384.28
1419	5/15/2026	EXPRESS MART	92.88
1420	5/15/2026	FIRST SUPPLY LLC-EAU CLAIRE	371.15
1421	5/15/2026	GENCOMM	16,574.88
1422	5/15/2026	HANNAH PARROTT	70.00
1423	5/15/2026	HAWKINS, INC.	9,729.56
1424	5/15/2026	HYDROCORP	458.18
1425	5/15/2026	KOVO RCM	3,280.88
1426	5/15/2026	KYLES MARKET	17.70
1427	5/15/2026	LAKEVIEW BOOKS	336.41
1428	5/15/2026	LISA BRAGG-HURLBURT	160.23
1429	5/15/2026	MCCOY CONSTRUCTION & FORESTRY INC	253,500.00
1430	5/15/2026	MENARDS-EAU CLAIRE	321.05
1431	5/15/2026	MID-AMERICAN RESEARCH CHEMICAL	579.96
1432	5/15/2026	ORKIN	150.00
1433	5/15/2026	REGGIE SKOVROTEN	118.15
1434	5/15/2026	STEVE RUSSELL	350.00

5/22/2026

8:31 AM

Reprint Check Register - Quick Report - ALL

Page: 2  
ACCT

1 DSB CHECKING ACCOUNT

Accounting Checks

Posted From: 5/11/2026 From Account:  
Thru: 5/25/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
1435	5/15/2026	SYNERGY COOPERATIVE	2,829.20
1436	5/15/2026	VIKING DISPOSAL, INC	1,736.00
1437	5/15/2026	VILLAGE OF COLFAX R.U.	5,389.93
1438	5/15/2026	WATER CARE SERVICES	31.50
1439	5/15/2026	WELD RILEY SC	3,746.50
EFTPS	5/22/2026	EFTPS-FEDERAL-SS-MEDICARE	13,650.08
WIDOR	5/21/2026	WI DEPARTMENT OF REVENUE	2,103.38
CHARTER	5/23/2026	CHARTER COMMUNICATIONS	581.90
WIDCOMP	5/21/2026	WISCONSIN DEFERRED COMPENSATION	225.00
WEENERGIES	5/21/2026	WE ENERGIES	206.19
WEENERGIES	5/21/2026	WE ENERGIES	324.13
Grand Total			339,427.51

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 5/11/2026 From Account:  
Thru: 5/25/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
1674	5/15/2026	DONS SWEEPER SERVICE LLC	300.00
1675	5/15/2026	DUNN ENERGY COOPERATIVE	169.00
1676	5/15/2026	JOHNSON ROLL-OFF SERVICE, LLC	15,963.85
1677	5/15/2026	PLASTIC BAGS UNLIMITED	420.00
1678	5/15/2026	ROCK OIL REFINING, INC	45.00
1679	5/15/2026	TERRY STAMM	86.98
1680	5/15/2026	TOWN OF COLFAX	75.00
1681	5/15/2026	UNEMPLOYMENT INSURANCE	13.00
Grand Total			17,072.83

# Village of Colfax

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

Jeff Prince, President  
Julie Mitchell, Administrator-Clerk-Treasurer

## APPLICATION FOR TRANSIENT MERCHANT

Date: 05/07/2026

Name: ACP ENTERPRISES LLC DBA: TASTY TROLLEY FOOD TRUCK ADAM POTAPENKO (OWNER)

Address: 1830 17th Avenue Bloomer, WI 54724

Phone: 715.829.9732

Date of Birth: 05/14/1976 Seller's Permit No: 456-1022643459-03

- Food Truck's: Dunn County Health Dept. Inspection/Permit required. Submit a copy.

Name of Employer: Adam D. Potapenko Description of Merchandise: Food Truck

Address of Employer: 1830 17th Ave Bloomer, WI 54724

Vehicle: Make Econoline Model Ford Color Green

Year 1986 License# DH 34614 State of Issuance Wisconsin

Dates Business will be conducted: Thursday Nights 06/13/2026 - 08/30/2026

Method of Delivery: Mobile Food Truck with window service

References in the Area (at least 2): E.C. Marathon Joy Branter/ Southworth Chevrolet Emma Southworth

Last municipality Business Conducted: Eau Claire Marathon on May 3rd 2026

Location of area you intend to cover: 831 East Railroad Ave Colfax, WI 54730

Frequency you will be open: Thursday Nights 4:00pm - 8:00pm

\*\*\* Have you ever been convicted of a felony? Yes  No

This permit is good only for the date approved by the office of the Village Clerk-Treasurer.

APPLICATION FEE: \$10.00

NONREFUNDABLE FEE: \$45.00 Quarterly Fee

RECEIPT # CK# 1006

Adam D. Potapenko  
Applicant's Signature

Police Chief Notification: 



April 21, 2026

Dear Village Board members,

Wisconsin Milkweed Alliance (WIMA) has offered to supply Colfax with a public health vending machine, at no cost to the community. If we agree, WIMA will lend us a small tabletop vending machine and keep it stocked. Similar dispensaries are available at locations like the Dunn County Government Building in Menomonie.

For a health vending machine to be effective, it needs to be located somewhere accessible and discreet. The Colfax Municipal Building meets both requirements. Our hallway is readily accessible and already the location of other community resources like the Little Free Pantry and brochure rack. There are parts of the hallway that are discreet, such as just inside the front entrance, where the popcorn machine currently sits. A vending machine there would be spatially apart from the library but still readily available to members of the public who need it.

Vending machines are an anonymous, free, barrier-free way to access health materials. People don't need to disclose personal information or ask permission. This privacy is especially important for youth, people experiencing stigma, and those who have had negative or harmful experiences with systems in the past. Keeping the items behind a desk may seem "safer" but can unintentionally create a barrier, reinforce shame, and deter people from seeking the resources.

The health products WIMA provides are sealed, labeled, and dispensed in small quantities. They include Nasal Narcan, Fentanyl test strips, Xylazine test strips, Plan B morning after pill, Covid tests, condoms, syringes / clean kits, and pregnancy tests. Colfax would be able to choose which of these to offer here. If the Village prefers, it may start with a limited selection of these items and assess usage and community feedback before considering any expansion. The Library Board voted 4-2 to support offering the full range of products but defers to the Village's decision on this matter. The Library Board recommends that the Village Board vote on whether to approve partnering with WIMA to install and host a public health vending machine in the Colfax Municipal Building, with final decisions on product selection and placement to be determined by the Village.

A FAQ sheet about WIMA, the safety and effectiveness of these health materials, and answers to common concerns is attached.

Thank you for your consideration,

Lisa Bragg-Hurlburt, Director of Colfax Public Library

**RESOLUTION 2026-4**

**A RESOLUTION IDENTIFYING THE LINE OF SUCCESSION FOR PROCLAIMING AN EMERGENCY OR DISASTER IN THE VILLAGE OF COLFAX**

WHEREAS, if, because of an emergency condition exists and the full Village Board of Colfax is unable to meet with promptness, the Village of Colfax is authorized to establish individual designees in a Line of Succession for proclaiming an emergency or disaster in the Village of Colfax, Dunn County, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Colfax, Dunn County, Wisconsin, that if the full Village Board cannot meet with promptness, the following individuals can act in succession on behalf of the President and Village Board until such time as the Village President and the Village Board can meet in regular session and in order, shall be allowed, by proclamation, to exercise all of the powers of the Village President and Village Board which appear necessary as the result of an emergency or disaster. Any proclamations so declared shall be subject to ratification, alterations, modifications, or repealed by the Village Board as soon as the Village Board can meet.

PASSED AND ADOPTED by the Village Board of the Village of Colfax this \_\_\_\_ day of \_\_\_\_, 2026.

LINE OF SUCCESSION OF ELECTED OFFICIALS SERVING ON THE VILLAGE BOARD:

Name: Trustee Annie

Name: Trustee Clint

Name: Trustee Gary

Name: Trustee Jon

Name: Trustee Carrie

Name: Trustee Allie

\_\_\_\_\_  
Jeff Prince, Village President

\_\_\_\_\_  
Attest: Julie L. Mitchell  
Administrator-Clerk-Treasurer



**McCoy 360 Maintenance Billing Agreement**

<b>Date:</b>	05/19/2026
<b>Customer Name:</b>	Village of Colfax
<b>EQUIP Account #:</b>	53381
<b>Machine PIN:</b>	1DW544PBTLX27736
<b>SVAP Agreement #:</b>	2024797624
<b>PM Agreement Hours &amp; Duration:</b>	Pre-Paid / 4 Year or 2000 Hours or Annual
<b>PM Agreement Full Price:</b>	\$10,305.74

**PM Agreement Price after McCoy Covering the 1<sup>st</sup> service: \$7,655.98 (Discount of \$2,649.76)**

**PM Agreement if wanting to do billing monthly for 36 months: \$212.67**

Terms & Conditions

- The customer agrees to pay the Full Price of the PM Agreement over the time period denoted above in the form of a Monthly Payment.
- The Customer will be invoiced by McCoy Construction & Forestry (MCF) monthly for the Monthly Payment indicated.
- There is no penalty if the Customer chooses to pay the remaining balance in full at any time.
- The Customer will be responsible for the Full Price regardless of when services are rendered by MCF.
- PM Agreement cannot be transferred or sold to another entity. The Customer is responsible for the Full Price and will continue to be invoiced monthly until the Full Price has been collected.
- MCF, at its sole discretion, may choose to apply any remaining credits to a subsequent PM Agreement on this Machine PIN or on a different Machine PIN purchased by this Customer.

**Acknowledgement & Acceptance of Terms & Conditions**

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
CUSTOMER PRINTED NAME

\_\_\_\_\_  
MCCOY C&F SIGNATURE

\_\_\_\_\_  
Date



**Summary Report**

**DEALER**

McCoy Construction Forestry  
 4341 S Prairie View Road  
 Chippewa Fls, WI 54729  
 US

**CUSTOMER**

VILLAGE OF COLFAX  
 PO BOX 417  
 COLFAX, WI 547300417  
 US

**MACHINE**

Make: JOHN DEERE  
 Model: 544 P  
 PIN: 1DW544PBTLX27736  
 Usage so far: 9 Hours  
 Machine Options: Hydraulic coupler  
 Ride control

**PLAN**

Plan Years: 4 Years  
 Plan Hours: 2000 Hours  
 Average Annual Usage: 500 Hours  
 Created On: 05/14/2026

**PRICE summary**

	PRICE (USD)
Total price	10,305.74
Price per hour	5.15
Sales Type	Included

**SERVICE INTERVAL**

- 500HR
- 1000HR
- 1500HR
- 2000HR

**RESPONSIBILITY**

- Dealer McCoy to Cover
- Dealer
- Dealer
- Dealer

\_\_\_\_\_  
 CUSTOMER signature                      Date

\_\_\_\_\_  
 DEALER signature                      Date

JOHN DEERE accepts no liability in relation to this agreement as it is solely between the CUSTOMER and the authorised John Deere DEALER.



**Terms And Conditions**

Customer's Responsibilities:

Must perform daily and weekly maintenance in accordance with manufacturer's guidelines.

Assure machine availability for dealer to perform maintenance at mutually agreed upon time and location.

Conditions:

McCoy CF will have no further obligation under this agreement if the customer fails to fulfill any of the "customer responsibilities" listed

above. Otherwise, coverage may be terminated only upon mutual agreement of McCoy CF and customer.



**McCoy 360 Maintenance Billing Agreement**

<b>Date:</b>	05/20/2026
<b>Customer Name:</b>	VILLAGE OF COLFAX
<b>EQUIP Account #:</b>	53381
<b>Machine PIN:</b>	1DW544PBTLX27736
<b>SVAP Agreement #:</b>	2024807496
<b>PM Agreement Hours &amp; Duration:</b>	Pre-Paid / 7 Years or 4000 Hours or Annual
<b>PM Agreement Full Price:</b>	\$19,673.37

**PM Agreement Price after McCoy Covering the 1st service:** \$16,538.89 (Discount of \$3,134.48)

**PM Agreement if wanting to do billing monthly for 72 months:** \$229.71

Terms & Conditions

- The customer agrees to pay the Full Price of the PM Agreement over the time period denoted above in the form of a Monthly Payment.
- The Customer will be invoiced by McCoy Construction & Forestry (MCF) monthly for the Monthly Payment indicated.
- There is no penalty if the Customer chooses to pay the remaining balance in full at any time.
- The Customer will be responsible for the Full Price regardless of when services are rendered by MCF.
- PM Agreement cannot be transferred or sold to another entity. The Customer is responsible for the Full Price and will continue to be invoiced monthly until the Full Price has been collected.
- MCF, at its sole discretion, may choose to apply any remaining credits to a subsequent PM Agreement on this Machine PIN or on a different Machine PIN purchased by this Customer.

**Acknowledgement & Acceptance of Terms & Conditions**

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
CUSTOMER PRINTED NAME

\_\_\_\_\_  
MCCOY C&F SIGNATURE

\_\_\_\_\_  
Date



**Summary Report**

**DEALER**

McCoy Construction Forestry  
 4341 S Prairie View Road  
 Chippewa Fls, WI 54729  
 US

**CUSTOMER**

VILLAGE OF COLFAX  
 PO BOX 417  
 COLFAX, WI 547300417  
 US

**MACHINE**

Make: JOHN DEERE  
 Model: 544 P  
 PIN: 1DW544PBTLX27736  
 Usage so far: 9 Hours  
 Machine Options: Ride control  
 Hydraulic coupler

**PLAN**

Plan Years: 7 Years  
 Plan Hours: 4000 Hours  
 Average Annual Usage: 571 Hours  
 Created On: 05/20/2026

**PRICE summary**

	PRICE (USD)
Total price	19,673.37
Price per hour	4.92
Sales Type	Included

**SERVICE INTERVAL**

1000HR  
 1500HR  
 2000HR  
 2500HR  
 3000HR  
 3500HR  
 4000HR

**RESPONSIBILITY**

Dealer  
 Dealer  
 Dealer  
 Dealer  
 Dealer  
 Dealer  
 Dealer

\_\_\_\_\_  
 CUSTOMER signature      Date

\_\_\_\_\_  
 DEALER signature      Date

JOHN DEERE accepts no liability in relation to this agreement as it is solely between the CUSTOMER and the authorised John Deere DEALER.



**Terms And Conditions**

Customer's Responsibilities:

Must perform daily and weekly maintenance in accordance with manufacturer's guidelines.

Assure machine availability for dealer to perform maintenance at mutually agreed upon time and location.

Conditions:

McCoy CF will have no further obligation under this agreement if the customer fails to fulfill any of the "customer responsibilities" listed

above. Otherwise, coverage may be terminated only upon mutual agreement of McCoy CF and customer.

## Alley Vacation Request – Analysis of Options Following Public Hearing

### Background

On May 11, 2026, the Village Board held a public hearing regarding the proposed discontinuance and vacation of the alley located north of University Avenue, south of High Street, west of Johnson-Olson Road, and east of Amble Street pursuant to Wis. Stat. §§ 66.1005 and 840.11. Following public comment and discussion, the Board denied the request to vacate the alley in its entirety due to concerns expressed by neighboring residents regarding continued access and use.

During Board discussion, there appeared to be general consensus that a more limited alternative may be appropriate, specifically vacating only the portion of the alley from Amble Street to the eastern boundary/end of the Johnson property and creating a dead-end access from Johnson-Olson Road at that point.

### Analysis of Options

#### Option 1 – Partial Vacation of the Alley (Recommended)

Under this option, the Village would consider discontinuing and vacating only a portion of the alley, rather than the entire alley previously proposed.

#### Advantages

- Addresses concerns raised by neighboring residents regarding access.
- Preserves public access from Johnson-Olson Road.
- Creates a cleaner legal and long-term solution than a zoning variance.
- Clarifies ownership and maintenance responsibilities.
- Allows the Village to reserve easements if needed for utilities, drainage, or access.

#### Considerations

- A revised legal description and map/survey would likely be necessary.
- Because the original public hearing notice contemplated vacation of the entire alley, a new notice and public hearing for the revised, narrower area is recommended.

#### Option 2 – Variance or Zoning Relief

If the issue is primarily related to setback or zoning limitations, a variance may be considered through the Zoning Board of Appeals.

#### Advantages

- May allow a project to proceed without changing public right-of-way.

#### Disadvantages

- Does not vacate public right-of-way.
- Does not eliminate public access rights.
- Does not accomplish the desired “dead-end” condition.

- May be vulnerable to challenge if used to achieve what is fundamentally a right-of-way issue rather than a zoning hardship.

For these reasons, a variance is not recommended as the primary solution if the Board intends to permanently alter the public alley.

### **Option 3 – Encroachment or License Agreement**

The Village could permit limited private use of a portion of the alley while retaining ownership.

#### **Advantages**

- Flexible and revocable.

#### **Disadvantages**

- Does not permanently resolve the issue.
- Creates long-term enforcement and maintenance questions.
- May create title or future property issues.

This option is generally better suited to temporary situations.

### **Cost Allocation Recommendation**

Because the proposed alley vacation primarily benefits a private property owner, it is recommended that the property owner be responsible for the direct costs associated with the proposed partial vacation, including:

- survey/legal description
- mapping exhibit
- recording fees
- legal costs directly related to the request

The Village would remain responsible for its normal internal administrative and policy review functions, including agenda preparation, Board consideration, and staff analysis.

### **Recommendation**

I recommend the Village Board consider directing me to prepare a revised proposal for a **partial alley vacation limited to the segment from Amble Street to the eastern boundary/end of the Johnson property**, including:

1. Preparation of a legal description and map;
2. Review of utility, drainage, and access impacts;
3. Preparation of any necessary easement reservations; and
4. Scheduling a new public hearing for the revised proposal.

## INTERGOVERNMENTAL COOPERATION AGREEMENT

### Colfax Area Rescue District (CARD)

This Intergovernmental Cooperation Agreement (the "Agreement") is entered into pursuant to Wis. Stat. § 66.0301(2) and in consideration of the mutual covenants hereinafter set forth, by and between the towns and villages listed in Article I below (collectively the "**Municipalities**" and each individually a "**Municipality**").

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#### I. CREATION

Pursuant to Wis. Stat. § 60.23(1), § 60.55(1)(a)2., and § 66.0301(2), and effective June 1, 2026, there is hereby created an Emergency Medical Services District ("**District**") comprised of the following Municipalities, each located in Dunn County, Wisconsin:

- Village of Colfax
  - Town of Colfax
  - Village of Elk Mound
  - Town of Elk Mound
  - Town of Grant
  - Town of Otter Creek
  - Town of Sand Creek
  - Town of Tainter
  - Village of Wheeler
- 

#### II. AUTHORITY AND PURPOSE

By virtue of the authority granted by Wisconsin law, the Municipalities enter into this Agreement to provide Emergency Medical Services (EMS) within the participating Municipalities. Specifically, EMS will be combined and transferred from the individual Municipalities into the District.

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#### III. NAME AND GEOGRAPHIC TERRITORY

The name of the District created by this instrument is the "**Colfax Area Rescue District.**" The geographical territory comprising the District and the area within which the EMS Services are to be primarily operated shall consist of all designated areas within the corporate limits of the Municipalities listed above, as the same exist from time to time.

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#### **IV. DISTRICT BOARD**

The Colfax Area Rescue District Board, hereinafter referred to as the “Board”, is hereby created to set policy and provide direction for the District.

##### **1. Composition**

The Board shall consist of nine (9) voting members (each a “Board Director”), one appointed by each Municipality to represent his or her respective Municipality and each of whom resides within the District.

##### **2. Appointment**

Each Municipality shall appoint a Board Director by June 1, 2026, with said Board Director serving until May 31, 2027, thereafter, each Municipality shall, at its April organizational meeting, appoint one (1) person annually to serve as a Board Director for a one (1) year term starting June 1st of the year of appointment until May 31st of the subsequent year. No person may be appointed as a Board Director unless he/she is also a member of the governing body of the appointing Municipality.

##### **3. Alternate**

Each Municipality may appoint a substitute person to attend and vote as the Board Director at a regular or special meeting of the Board in the event the Board Director appointed by the Municipality for the then current term is unable to attend a regular or special meeting of the Board.

##### **4. Removal**

A Board Director may be removed and replaced at the discretion of the appointing Municipality. Vacancies shall be filled for the remainder of the term. A Municipality must fill any vacancy in the Board created by death, relocation outside of the Municipality where appointed, resignation, or removal of its appointee within forty-five (45) days of the creation of such vacancy.

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#### **V. OFFICERS**

##### **1. Elections**

Annually at its first meeting after June 1<sup>st</sup> of each year, the Board shall elect, by majority vote, , a President, Vice President, Secretary, and Treasurer. The President and Vice President must be Board Directors, but the Secretary and Treasurer may be, but need not be, a Board Director.

## 2. Removal and Resignation

Any officer may be removed from their officer position for cause by a supermajority vote of the Board. Any officer may resign in writing to the Board, which such resignation effective at the first Board meeting following receipt of such resignation by the Board, unless an earlier date is specified in the resignation notice. Any officer vacancy shall be filled by appointment of the Board in accordance with Section V(1) above, with such person serving for the remainder of the term of the officer replaced.

## 3. Duties

### a. **President.** The President shall:

- i. Preside over all meetings of the Board;
- ii. Ensure Board actions are carried out/effectuated;
- iii. Executes all documents as authorized by the Board;
- iv. Reviews and approve payments and sign checks; and
- v. Do all things prescribed from time to time by the Board.

### b. **Vice President.** The Vice President shall be authorized and act in the place and stead of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and perform other such duties as may be directed by the President or Board.

### c. **Secretary.** The Secretary shall:

- i. Maintain minutes and records of the Board as the records custodian;
- ii. Oversee recording of Board votes;
- iii. Verify that Board meeting notices are served and posted in accordance with applicable law, including Wisconsin's Open Meetings Law; and
- iv. Perform such other duties as may be directed by the Board.

### d. **Treasurer.** The Treasurer shall:

- i. Oversee collection and investment of funds;
- ii. Prepare reports and accountings with the assistance of the Service Director;
- iii. Monitor and report budget compliance with year-to-date budget requirements;
- iv. See that all monies allocated to the District are properly received, deposited, segregated, applied, and accounted for;
- v. Prepares checks/payments;
- vi. Sign checks after President approval; and
- vii. Perform such other duties as may be directed by the Board.

4. **Compensation.** The Secretary and/or Treasurer may receive compensation for the performance of their duties, as determined by the Board. Compensation may be established in the form of an annual stipend, hourly compensation, or other approved payment structure.

Any such compensation shall be approved by a majority vote of the Board, documented in the annual budget or through separate Board action, and shall comply with applicable Wisconsin law. If the Secretary or Treasurer is also employed by a Municipality, such compensation shall be clearly identified as separate from said municipal employment unless otherwise authorized by separate agreement.

The Board may review and adjust compensation from time to time.

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**VI. DUTIES & POWERS OF THE BOARD.** Decisions of the Board shall be made by simple majority vote of the Board Directors attending a meeting unless a higher threshold is provided for in this Agreement or applicable law.

1. **DUTIES.** By using its best efforts and working in cooperation with the Service Director, the Board shall:
  - a. **RECORDS.** Oversee and ensure that complete and accurate records are kept and maintained of all income and expenditures arising from the operation of the District. The Board shall coordinate accounts by hiring a reputable certified public accounting firm experienced in conducting municipal audits, and prepare an annual report of District operations for the Annual Meeting.
  - b. **EQUIPMENT.** Make provision for the control, maintenance, acquisition, and placement of all real and personal property acquired by the District.
  - c. **BUDGET.** Develop, review, and approve an annual budget for operations and capital expenditures; and approve the annual Budget for the succeeding year on or before October 1 of each year in accordance with this Agreement for review and approval by the Municipalities.
  - d. **AUDIT.** Audit District finances annual and make these findings publicly available.
  - e. **FEES.** Set user fees for EMS Services provided by the District and see that all charges therefore are duly made, collected, and deposited into the account(s) of the District.

- f. LICENSING. Obtain all licenses and other approvals as may be required by the District to operate as an ambulance service provider.
- g. BOOKS OF ACCOUNT. Have charge and custody of any be reasonable for all funds of the District; receive and give receipts for monies due and payable to the District from any source whatsoever, and ensure deposit of all such monies in the name of the District as appropriate; and review monthly fiscal reports.
- h. POLICIES. Make rules and regulations for its own proceedings and establish policy and operating procedures, and make adequate provision for the enforcement of such rules and regulations.
- i. STAFFING. Make and approve District personnel/staffing decisions, including wages and employee benefits and create and maintain position descriptions and an employee handbook.
- j. INSURANCE. Obtain all necessary liability and property damage insurance as may be customary or required by Wisconsin law.
- k. EQUITY INTEREST. Keep adequate records of each Municipality's equity interest in the assets of the District in accordance with this Agreement.
- l. COST ASSESSMENT/ALLOCATION. Allocate costs among the Municipalities, including operating costs, maintenance, capital improvements and equipment, per capita for their proportional share, in accordance with this Agreement.
- m. OTHER. Perform such other duties and activities as reasonably necessary to make provision for the management of the District in accordance with applicable law.

2. **POWERS.** The Board shall have the power to:

- a. Enter into contracts in the name of and for the benefit of the District, subject to Wis. Stat. §§ 62.15 and 60.47;
- b. Hire and terminate personnel and manage the employment of said personnel;
- c. Hire and terminate and manage the employment of a Service Director, who shall serve at the pleasure of the Board;
- d. Establish and maintain bank accounts in the name of and for the benefit of the District;
- e. Retain consultants as necessary, including legal counsel;
- f. Establish qualifications, schedules, and regulations for District personnel, emergency medical technicians, and emergency vehicle operators;

- g. Delegate authority to the Service Director to manage the day-to-day operations of the District and carry out the powers enumerated in subsections 2(b) and 2(f) above.
  - 3. The Board shall not have the authority to levy taxes, issue bonds, or borrow money.
  - 4. The Board shall not have the authority to enter contracts or commit funds in excess of the budget without approval of the majority of Municipalities.
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## **VII. MEETINGS**

- 1. **REGULAR MEETINGS.** The Board shall have a regular meeting at least quarterly.
  - 2. **SPECIAL MEETINGS.** Special meetings of the Board may be called at any time by the President, by a majority vote of the Board, or by petition of three Municipalities to the Secretary.
  - 3. **MEETING RULES.**
    - a. **QUORUM.** A majority of the Board Directors then serving shall constitute a quorum, whether in person or via electronic means.
    - b. **VOTES OF THE BOARD.** The vote of each Board member shall be counted as one vote, for a total of nine votes. If a quorum of the Board is present, than a majority of the votes represented at the meeting, counted as provided in this paragraph, shall be the act of the Board.
    - c. **OPEN MEETINGS.** All meetings of the Board are subject to the Wisconsin Open Meeting Law; and the Board shall comply with the terms and provisions thereof, including but not limited to the requirements of notice of meeting, and the conduct of the open and closed sessions thereunder.
    - d. **PROCEDURE.** The Board shall adopt Robert's Rules of Order as its rules of procedure relating to the scheduling of meetings and other procedural matters, unless otherwise determined by the Board from time to time. Attendance at Board meetings may be in-person or via electronic means, except as otherwise determined by the Board from time to time.
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## **VIII. EXPENDITURE AND BUDGET**

- 1. **OPERATING EXPENSE.**
  - a. **Definition.** The term "operating expense" shall mean and include any expense paid or accrued during the fiscal year which is attributable to the actual day-to-day operations of the District including but not limited to expenses for salaries,

rent, utilities, repairs of equipment, fuel and insurance. If any question arises regarding whether an expenditure or expense is an "operating expense" or a "capital expenditure" the matter shall be resolved by the application of generally accepted accounting principles. Notwithstanding the foregoing, any single expenditure of less than \$5,000.00 shall be an "operating expense".

- b. **Payment.** All operating expenses shall be paid from the income of the District (user fees) and the assessments pursuant to Section VIII(5) below. If the District income and said assessments is not sufficient to meet the operating expenses, each Municipality shall pay their fair share of the operating expenses, which is determined by same calculation used for the budget assessment/apportionment.

2. **CAPITAL EXPENDITURES.**

- a. **Definition.** The term "capital expenditure" shall mean all expenses for acquisition of physical assets not included as operating expenses, and includes any expenditure made or liability accrued in the amount of \$5,000.00 or more for a physical asset which has a useful life in excess of one year or which extends the life of a physical asset more than one year beyond its current useful life.
- b. **Non-Budgeted Capital Expenditure.** Any non-budgeted capital expenditure shall require a majority vote of the District Board, and a unanimous vote of the Municipalities.

- 3. **ANNUAL BUDGET.** Prior to September 1 of each year, the Board shall submit to all Municipalities a proposed budget for the next year. Such budget shall be created in accordance with customary accounting practices and include an estimate of income and expenses for the District operations necessary for the ensuing year. The projected expenses shall be deducted from the projected income, to determine the minimum projected deficit amount that shall be assessed to all Municipalities.

- 4. **RATIFICATION.** Each Municipality shall set a meeting of its governing body to ratify the proposed budget. A minimum of 51% of the Municipalities (5) need to approve the budget before the budget can be ratified and implemented in the upcoming budget year. If the required number of Municipalities and the Board have not approved the proposed budget by December 1, the then current year's budget, less capital expenditures, will be used until such time the budget is approved.

- 5. **ASSESSMENTS.** Each Municipality shall be responsible for a proportionate share of the ratified budget amount based upon the population served of each Municipality. Population shall be based on the most recent population estimate for each Municipality

as reported by the Wisconsin Department of Administration. Each Municipality shall pay its proportionate share of the ratified District budget in two equal payments. The first payment is due by January 31 of each year, and the second payment is due by July 31 of each year. The Innovation Grant Award allocation shall not be utilized by the Village of Colfax for payment of the Village of Colfax's specific assessments due hereunder.

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#### **IX. ASSETS AND LIABILITIES**

1. **OWNERSHIP.** All equipment, vehicles, and other real and personal property acquired or purchased shall be the property of the District. Title of all such property shall vest be in the name of the District.
  2. **EQUITY OF MUNICIPALITIES.** Each Municipality shall be deemed to have an equity interest in the assets of the District. That equity is determined by multiplying the current value of each asset by the appropriate budget apportionment at the time the asset was purchased. Equity interests shall be reduced to reflect depreciation of the assets on a straight-line basis. The Municipalities shall have no equity interest in assets of the District acquired by gift or donation, except in the event that the District is terminated. Notwithstanding the foregoing, the value of assets obtained by the Village of Colfax for the provision of EMS Services prior to the creation of the District, as listed on Exhibit A attached hereto, shall remain solely with the Village of Colfax.
  3. **ACCOUNTS.** All funds of the District shall be kept segregated under the supervision of the Treasurer in accordance with customary and best accounting practices.
  4. **EXPENDITURES.** The Board shall have exclusive charge and control of the expenditure of any monies appropriated by the District, subject to the budget as approved by the Municipalities and this Agreement.
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#### **X. NEW MEMBERS**

1. **ADMISSION.** The Board may admit new member municipalities to the District by majority vote. New member municipalities shall adhere to the provisions of this Agreement, including appointing a Board Director, and execute a counterpart to this Agreement. Such new members shall be subject to all rules, regulations, and bylaws of the District.
2. **PURCHASE REQUIREMENT.** Each new member municipality shall be liable for the purchase of an ownership share of the District assets and make such contributions upon

admission as the Board determines is reasonable. Payment to the District shall be made within 30 days of the effective date of admission. Assets shall be valued by the Board according to the annual audit for the most recent year as of the date of new member entry. The Board, in its discretion, may defer payment of such amounts upon such terms and conditions as may be approved by the Board.

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## **XI. TERMINATION**

1. **VOLUNTARY.** After the period required by the State of Wisconsin through the Innovation Grant has been completed, any Municipality may terminate membership in the District effective at the end of any calendar year only by giving written notice to the Board and every participating Municipality at least one (1) year prior to such termination (i.e., to terminate membership effective December 31, 2029, written notice must be given prior to January 1, 2029). The Municipality shall remain liable for its assessed share of the budget and all costs for the remainder of that year, but not thereafter.
2. **EJECTION/DEFAULT.** Any Municipal Member that fails to pay an amount due under this Agreement, including its assessed share of the approved Budget on or before the due date, or otherwise fails to comply with the terms and conditions of this Agreement shall be in default. Unless the default is cured by full payment of all amounts due or taking corrective action within 30 days of mailing of notice to the defaulting Municipality, the Municipality will be ejected/removed from the District. Service to the defaulting Municipality shall cease 90 days after the vote to eject. In the event of termination of Service, the defaulting Municipality shall remain liable for its assessed share of costs for the entire year of ejection together with interest at the annual rate of 12% until paid. Notwithstanding the foregoing, all procedures related to ejection/removal shall be done in compliance with all applicable laws and regulations.
3. **PAYOUT.** In the event of voluntary withdrawal of a Municipality, the District shall be valued according to assets listed in the most recent annual audit after all unpaid obligations are met. The District shall pay out the withdrawing Municipality its proportionate share of the value of the assets over a 5-year period, without interest. Or, at the Board's discretion, may offer payments of such amounts upon such shorter terms and conditions as may be approved by the Board. Any payout that would be due an ejected Municipality shall be reduced by such amount the ejected Municipality has due and owing the District at the time of ejection. Any distribution on ejection or withdrawal of a Municipality shall be payable to that Municipality only from available District reserves or contribution in kind to the withdrawing/ejected Municipality of District assets and shall not require additional assessments or financial contributions

from remaining Municipalities. The remaining Municipalities shall have no liability to make any distribution or withdrawal payments to the withdrawing or terminated Municipality.

4. **LIABILITIES.** In the event that the liabilities of the District exceed its assets at the time of Withdrawal/ejection, the withdrawing/ejected Municipality shall pay that percentage of the deficit, which is determined by the withdrawing/ejected Municipality's budget apportionment/assessment calculated in the most recent year. The withdrawing/ejected Municipality shall have the option of making such payment to the District in a lump sum or in annual installments over a period not in excess of five (5) years from the date of the withdrawal/ejection. Election of the installment method shall require payment of interest on the unpaid balance at a rate equal to the Prime Rate plus one percent (1%) per annum, as published in *The Wall Street Journal* on the date of withdrawal or ejection, which rate shall remain fixed for the duration of the repayment period.

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## **XII. CONTRACTS FOR SERVICE**

The Board by majority vote may approve contracts for service with non-member municipalities or other non-participating groups. Such contracting parties shall be known as subscribers. Through such contracts the District may provide services to a subscriber for a set annual fee. A subscriber of the District would hold no ownership interest in any assets of the District, would have no voting rights at any District meetings, and would not be entitled to representation on the Board. No contract for service may be entered into, if it would impair the ability of the District to provide Emergency Medical Services to the Municipalities.

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## **XIII. SERVICE DIRECTOR**

The Board will appoint a Service Director to lead, oversee, supervise, manage, and bear overall responsibility for the day-to-day operations of the District. The job description for the Service Director shall be kept by the Board Secretary and shall be reviewed annually by the District Board. An annual performance review of the Service Director will be performed by a 3-member personnel committee appointed by the President and approved by the Board.

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## **XIV. MISCELLANEOUS**

1. **TERM.** This Agreement, as amended from time to time, shall remain in full force and effect until the District dissolves.

2. **AMENDMENTS.** Amendments may be made to this Agreement by adding, deleting, or modifying only by a supermajority (two-thirds; six Members) vote of the Board at a regular meeting or at a Special meeting called for that purpose. There shall be a first reading of the amendment(s) at one meeting, and a second reading at a subsequent meeting, with a minimum of two weeks between each meeting.
3. **SEVERABILITY.** If any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof.
4. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Wisconsin without giving effect to any choice or conflict of Law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the federal courts or State courts located in Dunn County, Wisconsin, and each Municipality irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
6. **DRAFTING AND CONSTRUCTION.** No provision of this Agreement will be interpreted in favor of, or against, any Municipality hereto by reason of the extent to which any such Municipality or its counsel participated in the drafting of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or any other document. Any reference to any Law, rule, regulation, or ordinance shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires.

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## **XV. SIGNATURES**

By signing on the following pages, the representatives from each Municipality acknowledges that the municipality has reviewed and ratified the above items as the accepted current version of the Intergovernmental Cooperation Agreement for the District.

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One (1) set of plans shall be submitted and shall remain on file in the office of the Building Inspector. All plans and specifications shall be signed by the designer, where required. Plans for all new one (1)- and two (2)-family dwellings shall comply with the applicable provisions of the Wisconsin Uniform Dwelling Code, Wis. Admin. Code Chapters SPS 320 through 325, as amended from time to time.

**Waiver of Plans; Minor Repairs.**

- (1) Waiver. If the Building Inspector finds that the character of the work is sufficiently described in the application, he may waive the filing of plans for alterations, repairs or moving, provided the cost of such work does not exceed Two Thousand Dollars (\$2,000.00).
- (2) Minor Repairs. The Building Inspector may authorize minor repairs or maintenance work on any structure or to heating, ventilating or air conditioning systems installed therein valued at less than One Thousand Five Hundred Dollars (\$1,500.00), as determined by the Building Inspector, which do not change the occupancy area, exterior aesthetic appearance, structural strength, fire protection, exits, light or ventilation of the building or structure without issuance of a building permit.

**Approval of Plans.**

- (1) If the Building Inspector determines that the building will comply in every respect with all Ordinances and orders of the Village and all applicable laws and orders of the State of Wisconsin, he shall issue a building permit which shall state the use to which said building is to be put, which shall be kept and displayed at the site of the proposed building. After being approved, the plans and specifications shall not be altered in any respect which involves any of the above-mentioned Ordinances, laws or orders, or which involves the safety of the building or the occupants, except with the written consent of the Building Inspector.
- (2) In case adequate plans are presented for part of the building only, the Building Inspector, at his discretion, may issue a permit for that part of the building before receiving the plans and specifications for the entire building.

**Notification.** The permit holder shall notify the Building Inspector when ready for the following inspections:

- (1) Inspection of footings and foundation walls for conformance with plans and specifications. Underground plumbing may be inspected at this time, if ready.
- (2) Inspection of rough-ins, including framing, energy, electrical, mechanical and plumbing, as they are ready and prior to being concealed.
- (3) Inspection prior to pouring concrete floors for subgrade, drain tile, forms and underfloor building components.
- (4) Inspection upon completion of project and prior to occupancy or use. **Inspection**

**Warrants.** If an Inspector is denied access to inspect a property, he may request the Village Attorney to seek an inspection warrant pursuant to Sec. 66.122, Wis. Stats.

**Permit Lapses.** A building permit shall lapse and be void unless building operations are commenced within six (6) months. UDC permits expire (24) months from issuance if the dwelling exterior is not complete or commercial electrical permits expire 12 months from issuance if electrical wiring has not commenced.

**Revocation of Permits.**

- (1) The Building Inspector or the Village Board may revoke any building, plumbing or electrical permit, certificate of occupancy, or approval issued under the regulations of this Chapter and may stop construction or use of approved new materials, equipment, methods of construction, devices or appliances for any of the following reasons:

- a. Whenever the Building Inspector shall find at any time that applicable ordinances, laws, orders, plans and specifications are not being complied with and that the holder of the permit refused to conform after written warning or construction has been issued to him.
  - b. Whenever the continuance of any construction becomes dangerous to life or property.
  - c. Whenever there is any violation of any condition or provisions of the application for permit or of the permit.
  - d. Whenever, in the opinion of the Building Inspector, there is inadequate supervision provided on the job site.
  - e. Whenever any false statement or misrepresentation has been made in the application for permit, plans, drawings, data specifications or certified lot or plot plan on which the issuance of the permit or approval was based.
  - f. Whenever there is a violation of any of the conditions of an approval or occupancy given by the Building Inspector for the use of all new materials, equipment, methods or construction devices or appliances.
- (2) The notice revoking a building, plumbing or electrical certificate of occupancy or approval shall be in writing and may be served upon the applicant of the permit, owner of the premises and his agent, if any, and on the person having charge of construction.
  - (3) A revocation placard shall also be posted upon the building, structure, equipment or premises in question by the Building Inspector.
  - (4) After the notice is served upon the persons as aforesaid and posted, it shall be unlawful for any person to proceed thereafter with any construction operation whatsoever on the premises, and the permit which has been so revoked shall be null and void, and before any construction or operation is again resumed, a new permit, as required by this Chapter, shall be procured and fees paid therefor, and thereafter the resumption of any construction or operation shall be in compliance with the regulation of this Chapter. However, such work as the Building Inspector may order as a condition precedent to the reissuance of the building permit may be performed, or such work as he may require for the preservation of life and safety.

**Report of Violations.** Village officers shall report at once to the Building Inspector any building which is being carried on without a permit as required by this Chapter.

**Display of Permit.** Building permits shall be displayed in a conspicuous place on the premises where the authorized building or work is in progress at all times during construction or work thereon.

### SEC. 15-1-3 STATE UNIFORM DWELLING CODE ADOPTED.

- (a) **State Code Adopted.** The administrative code provisions describing and defining regulations with respect to one (1) and two (2) family dwellings in Chapters **SPS 320-325 and SPS 327** of the Wisconsin Administrative Code are hereby adopted and by reference made a part of this Chapter as if fully set forth herein. Any act required to be performed or prohibited by an Administrative Code provision incorporated herein by reference is required or prohibited by this Chapter. Any future amendments, revisions or modifications of the Administrative Code provisions incorporated herein are intended to be made part of this Chapter to secure uniform statewide regulation of one (1) and two (2) family dwellings in this Village. A copy of these administrative code provisions and any future amendments shall be kept on

file in the Village Clerk-Treasurer's Office.

**Existing Buildings.** The "Wisconsin Uniform Dwelling Code" shall also apply to buildings and conditions where:

- (1) An existing building to be occupied as a one (1) or two (2) family dwelling, which building was not previously so occupied.
- (2) An existing structure that is altered or repaired, when the cost of such alteration or repair during the life of the structure exceeds fifty percent (50%) of the equalized value of the structure, said value to be determined by the Village Assessor.
- (3) Additions and alterations, regardless of cost, made to an existing building when deemed necessary in the opinion of the Building Inspector shall comply with the requirements of this Chapter for new buildings. The provisions of Section 15-1-2 shall also apply.
- (4) Roof Coverings -- Whenever more than twenty-five percent (25%) of the roof covering of a building is replaced in any twelve (12) month period, all roof covering shall be in conformity with applicable Sections of this Chapter
- (5) Additions and alterations -- Any addition or alteration, regardless of cost, made to a building shall be made in conformity with applicable Sections of this Chapter.

**Definitions.**

- (1) Addition. "Addition" means new construction performed on a dwelling which increases the outside dimensions of the dwelling.
- (2) Alteration. "Alteration" means a substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling.
- (3) Department. "Department" means the Department of Industry, Labor and Human Relations.
- (4) Dwelling. "Dwelling" means:
  - a. Any building, the initial construction of which is commenced on or after the effective date of this Chapter which contains one (1) or two (2) dwelling units; or
  - b. An existing structure, or that part of an existing structure, which is used or intended to be used as a one (1) or two (2) family dwelling.
- (5) Minor Repair. "Minor repair" means repair performed for maintenance or replacement purposes on any existing one (1) or two (2) family dwelling which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection or exterior aesthetic appearance and which does not increase a given occupancy and use. No building permit is required for work to be performed which is deemed minor repair.
- (6) One 1 or Two 2 Family Dwelling . "A one (1) or two (2) family dwelling" means a building structure which contains one (1) or separate households intended to be used as a home, residence or sleeping place by an individual or by two (2) or more individuals maintaining a common household to the exclusion of all others.
- (7) Person. "Person" means an individual, partnership, firm or corporation.

Uniform Dwelling Code. "Uniform Dwelling Code" means those Administrative Code Provisions and any future amendments, revisions or modifications

**Wisconsin Administrative Code Chapters SPS 320–325** – Uniform Dwelling Code (UDC)  
**Wisconsin Administrative Code Chapter SPS 301** – Administration and Enforcement  
**Wisconsin Administrative Code Chapter SPS 302** – Energy Conservation Standards  
**Wisconsin Administrative Code Chapter SPS 305** – Heating, Ventilating, and Air Conditioning  
**Wisconsin Administrative Code Chapter SPS 316** – Electrical Standards  
**Wisconsin Administrative Code Chapters SPS 381–387** – Plumbing and Potable Water Standards  
**Wisconsin Administrative Code Chapter SPS 327** – Camping Units

**Method of Enforcement.** There is hereby created the position of Building Inspector, who shall administer and enforce this chapter and who shall be certified by the Wisconsin Department of Safety and Professional Services as specified by W.S.A. s. 101.66(2). Additionally, this or other assistant inspectors shall possess the certification categories of UDC HVAC, UDC Electric, UDC Plumbing, UDC Construction, Commercial Electrica, and Commercial Building Inspector. The Village Board shall make the building inspector appointment.

- (1) **Inspection Powers.** An authorized inspection official of the Village may at all reasonable hours enter upon any public or private premises for inspection purposes and may require the production of the permit for any building, plumbing, electrical or heating work. No person shall interfere with or refuse to permit access to any such premises to such inspector while in performance of his duties.

#### **SEC. 15-1-4 CONSTRUCTION STANDARDS; CODES ADOPTED.**

- (a) **Portions of State Building Code Adopted.** Chapters SPS 361 through SPS 366 64, Wis. Adm. Code (Wisconsin State Building Code) are hereby adopted and made a part of this Chapter with respect to those classes of buildings to which this Building Code specifically applies. Any future amendments, revisions and modifications of said Chs. 50 to 64 incorporated herein are intended to be made a part of this Code. A copy of said Chs. 50 to 64 and amendments thereto shall be kept on file in the office of the Village Clerk-Treasurer.
- (b) **State Plumbing Code Adopted.** The provisions and regulations of Ch. 145, Wis. Stats., and Wis. Adm. Code Chs. SPS 381 through SPS 387 and SPS 325 are hereby made a part of this Chapter by reference and shall extend over and govern the installation of all plumbing installed, altered or repaired in the Village. Any further amendments, revisions and modifications of said Wisconsin Statutes and Administrative Code herein are intended to be made part of this Chapter.
- (c) **State Electrical Code Adopted.**
  - (1) Wis. Adm. Code SPS 316 and SPS 325 is hereby adopted by reference and made a part of this Chapter and is subject to the exceptions set forth in this Chapter, the Electrical Code, Volume 1, and Rules of Electrical Code, Volume 2, of the Wisconsin Administrative Code are hereby adopted by reference and made a part of this Section and shall apply to all buildings within the scope of this Code, except those covered in Subsection (1) above.
- (d) **Conflicts.** If, in the opinion of the Building Inspector and the Village Board, the provisions of the State Building Code adopted by Subsection (a) of this Section shall conflict with the provisions of the Federal Housing Administration standards in their application to any proposed building or structure, the Inspector and/or the Village shall apply the most stringent provisions in determining whether or not the proposed building meets the requirements of this Section. However, the Wis. Admin. Code shall prevail.

## Village of Colfax Public Hearing Meeting – May 11, 2026

On May 11, 2026, the Village Board met at the Village Hall, 613 Main Street, Colfax, WI at 6:00 p.m. for a public hearing for the discontinue and vacation of alley north of University Ave, south of High Street, west of Johnson-Olson Street, and east of Amble Street in the Village of Colfax pursuant to §66.1005 and §840.11 Wis. Stats. Members present: Trustees Rud, Best, Jenson, Stene, Spielman, Petznick and President Prince (6:01) Others present included Scott Housenga, Thomas Chitwood, Ruby Chitwood, Hunter Winter, Lance Lange, Teresa Resser, Edy Camara Lazo, Rick Johnson, Donna Johnson, Chad Johnson, Deputy Clerk Riemer and Administrator-Clerk-Treasurer Mitchell. No media was present.

**Public Appearances-** A motion was made by Trustee Jenson and seconded by Trustee Best to open the public hearing. A voice vote was taken with all members voting in favor.

- a. Open Public Hearing – Discontinue and vacation of alley north of University Ave, south of High Street, west of Johnson-Olson Street, and east of Amble Street in the Village of Colfax pursuant to §66.1005 and §840.11 Wis. Stats.

**Public Comments –** There was a lot of discussion regarding the surrounding properties. Housenga stated the alley was a feature to him when he purchased his house, Chitwood explained that was basically his only way out and is not in favor of vacating it. Johnson’s want to build a garage and would like their half vacated, would it be possible to end on their end and keep open the remaining? Their end has a curb and never gets used, while the remaining neighbors do use their portion.

**Close Public Hearing –** A motion was made by Trustee Stene and seconded by Trustee Rud to close the public hearing. A voice vote was taken with all members voting in favor.

- b. **Discussion of public comments and consideration of Discontinue and vacation of alley north of University Ave, south of High Street, west of Johnson-Olson Street, and east of Amble Street in the Village of Colfax pursuant to §66.1005 and §840.11 Wis. Stats.** Trustee Stene wondered if a variance vs. vacating may be an option. Would dead-ending it be an option? President Prince thought PWD Sajdera could stake out for a better visual so everyone could physically see where the lines would be. These topics were discussed in detail.

- a. **Approval or denial of Resolution 2026-2 –** Mitchell stated if 75% of property owners weren’t for it, it could not be approved.

A motion was made by Trustee Stene and seconded by Trustee Best to deny Resolution 2026-2 based on the testimony of the involved property owners. Voting For: Trustees Best, Stene, Jenson, Rud, Spielman, Petznick and Prince. Voting Against: none. Motion carried.

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

\_\_\_\_\_  
Jeff Prince, Village President

Attest: \_\_\_\_\_  
Julie Mitchell, Administrator-Clerk-Treasurer

WILLIAM J. ANDERSON  
CHIEF OF POLICE



**COLFAX POLICE DEPARTMENT**

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

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

APRIL 2026 POLICE REPORT

Printed on May 19, 2026

CFS Date/Time	Description	Primary Units
04/01/26 12:49:15	TRESPASSING	501
04/01/26 14:35:50	CIVIL COMPLAINTS	501
04/01/26 14:46:23	EMERGENCY MEDICAL SERVICES	M2, CXMD6
04/01/26 17:53:53	TRAFFIC STOP	508
04/01/26 20:41:43	EMERGENCY MEDICAL SERVICES	CXMD6
04/01/26 21:04:12	EMERGENCY MEDICAL SERVICES	M4
04/01/26 21:14:30	TRAFFIC STOP	508
04/02/26 07:53:55	EMERGENCY MEDICAL SERVICES	ECAM, CXMD6
04/02/26 22:22:51	DEATH- NATURAL CAUSES	ME8
04/03/26 06:46:45	EMERGENCY MEDICAL SERVICES	CXMD6
04/06/26 18:56:44	MISCELLANEOUS - NEVER 911 CALLS UNLESS	
04/07/26 13:01:02	HARASSMENT/THREATS - PHONE, IN PERSON,	214
04/08/26 13:31:45	PAPER SERVICE	219
04/08/26 13:40:19	PAPER SERVICE	219
04/08/26 13:46:18	PAPER SERVICE	219
04/08/26 13:50:08	PAPER SERVICE	219
04/08/26 13:56:54	PAPER SERVICE	219
04/08/26 14:03:42	PAPER SERVICE	219
04/08/26 14:13:48	MISCELLANEOUS - NEVER 911 CALLS UNLESS	219
04/08/26 14:19:11	PAPER SERVICE	219
04/08/26 23:07:40	TRAFFIC STOP	508
04/09/26 18:06:55	PAPER SERVICE	219
04/09/26 18:14:08	PAPER SERVICE	219
04/09/26 18:20:55	PAPER SERVICE	219
04/09/26 18:31:24	PAPER SERVICE	219
04/09/26 19:10:01	EMERGENCY MEDICAL SERVICES	CXMD6
04/10/26 09:52:08	JUVENILE DISORDERLY	501

CFS Date/Time	Description	Primary Units
04/10/26 13:22:36	EMERGENCY MEDICAL SERVICES	CXMD6
04/10/26 13:23:17	OWI	229, 508
04/10/26 20:32:32	WEAPONS VIOLATION	C264, 232, 501
04/10/26 20:43:18	SUSPICION	222
04/10/26 22:02:18	STRAY/DEAD ANIMAL CALLS	508
04/11/26 11:04:56	DEATH- NATURAL CAUSES	ME8
04/11/26 14:28:14	THEFT - TAKE PROPERTY WITHOUT CONSENT	508
04/12/26 14:41:34	SUSPICION	508
04/12/26 14:45:45	NOISE COMPLAINT - NEVER BARKING DOG CALLS	508
04/12/26 15:35:31	EMERGENCY MEDICAL SERVICES	CXMD6
04/12/26 15:58:15	TRAFFIC STOP	508
04/12/26 18:15:00	STRAY/DEAD ANIMAL CALLS	508
04/12/26 21:10:00	EMERGENCY MEDICAL SERVICES	CXMD6
04/12/26 21:39:37	EMERGENCY MEDICAL SERVICES	CXMD6
04/13/26 12:42:56	EMERGENCY MEDICAL SERVICES	CXMD6
04/14/26 19:56:15	EMERGENCY MEDICAL SERVICES	CXMD6
04/15/26 18:20:39	SUSPICION	222
04/16/26 11:45:33	EMERGENCY MEDICAL SERVICES	CXMD6
04/16/26 13:46:08	EMERGENCY MEDICAL SERVICES	CXMD6
04/16/26 18:40:35	TRAFFIC RELATED INCIDENT	223
04/16/26 18:53:12	EMERGENCY MEDICAL SERVICES	CXMD6
04/17/26 11:50:56	TRAFFIC STOP	501
04/17/26 14:29:34	EMERGENCY MEDICAL SERVICES	CXMD6
04/17/26 14:39:15	JUVENILE DISORDERLY	501
04/17/26 19:26:27	TRAFFIC STOP	508
04/17/26 20:30:40	TRAFFIC STOP	508
04/17/26 21:00:14	TRAFFIC STOP	508
04/17/26 21:41:13	TRAFFIC STOP	508
04/17/26 21:55:29	TRAFFIC STOP	508
04/17/26 22:25:30	TRAFFIC STOP	508
04/17/26 22:42:10	TRAFFIC STOP	508
04/18/26 01:40:25	TRAFFIC STOP	508
04/18/26 02:50:36	TRAFFIC STOP	508

CFS Date/Time	Description	Primary Units
04/18/26 07:35:05	EMERGENCY MEDICAL SERVICES	CXMD6
04/18/26 09:34:46	EMERGENCY MEDICAL SERVICES	CXMD6
04/18/26 13:08:59	EMERGENCY MEDICAL SERVICES	CXMD6
04/18/26 18:29:48	TRAFFIC STOP	501
04/18/26 18:54:49	TRAFFIC STOP	508
04/18/26 21:14:17	TRAFFIC STOP	508
04/18/26 23:46:58	TRAFFIC STOP	508
04/19/26 13:37:53	SUSPICION	508, 207
04/20/26 00:01:05	EMERGENCY MEDICAL SERVICES	508, CXMD6
04/20/26 18:03:06	TRAFFIC STOP	508
04/20/26 18:22:26	TRAFFIC STOP	508
04/20/26 19:52:57	TRAFFIC STOP	508
04/20/26 22:13:53	EMERGENCY MEDICAL SERVICES	508, CXMD6
04/21/26 11:32:12	SUSPICION	
04/21/26 15:54:15	FRAUD/ FORGERY/ COUNTERFEITING/ EXTORTION	501
04/22/26 18:17:00	TRAFFIC STOP	508
04/22/26 18:47:37	TRAFFIC STOP	508
04/22/26 20:46:01	TRAFFIC STOP	508
04/23/26 11:33:12	CITY/COUNTY ORD--GARBAGE IN YARD	501
04/23/26 12:17:00	MOTORIST ASSIST - DISABLED OR KEYS IN VEHICLE	221
04/23/26 13:49:43	EMERGENCY MEDICAL SERVICES	CXMD6, 501
04/23/26 18:29:14	TRAFFIC STOP	508
04/24/26 08:32:06	TRAFFIC STOP	501
04/24/26 12:24:51	CITY/COUNTY ORD--ABANDONED VEHICLE	501
04/24/26 12:46:42	CITY/COUNTY ORD--GARBAGE IN YARD	501
04/25/26 10:06:34	PAPER SERVICE	209
04/25/26 13:57:04	CHECK WELFARE ON SUBJECT	213, CXMD6
04/25/26 15:22:41	REFERRAL FOR SUBSTANCE ABUSE DISORDERS	213
04/25/26 18:29:35	SUSPICION	223
04/26/26 03:29:09	SUSPICION	232
04/26/26 09:36:59	EMERGENCY MEDICAL SERVICES	CXMD6
04/26/26 14:04:37	EMERGENCY MEDICAL SERVICES	CXMD6
04/26/26 19:57:43	STRAY/DEAD ANIMAL CALLS	508

CFS Date/Time	Description	Primary Units
04/27/26 16:41:00	THEFT - TAKE PROPERTY WITHOUT CONSENT	508
04/28/26 11:14:38	CITY/COUNTY ORDINANCE VIOLATION NOT LISTED	501
04/28/26 15:37:49	STRAY/DEAD ANIMAL CALLS	213, 501
04/29/26 06:19:22	ALARM	CF1, CXMD6
04/29/26 11:34:24	ESCORT	214
04/29/26 16:36:06	TRAFFIC STOP	214, 508
04/29/26 17:40:35	JUVENILE SUBSTANCE USE	508
04/29/26 17:42:58	TRAFFIC STOP	508
04/30/26 12:21:29	AREA WATCH/EXTRA PATROL REQUESTED	501

**Total Records: 102**

5/20/2026 3:46 PM

All Vendors Transaction Detail

Page: 1  
ACCT

Bank Account: All Accounts

	<u>Trans Date</u>	<u>Account Nbr</u>
From:	4/15/2026	100-00-45100-100-000
Thru:	4/15/2026	100-00-45100-100-000

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<u>Transaction</u>	<u>Posting</u>		<u>Amount</u>
4/15/2026	4/15/2026	DUNN COUNTY CLERK	199.05
Receipt	227		
100-00-45100-100-000		FINES/FORFEITURES-MUNI COURT	199.05

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Expenditures	0.00
Receipts	199.05

# 2026 Run Summary

As of 5/21/2026



## Year to date:

Total number of calls- **320**

Total number of runs- **306**

## May:

Total number of calls- **51**

Total number of runs- **50**

➔ Projected number of calls for 2026: **826**

## Calls per municipality:

V. of Colfax- **80**

T. of Otter Creek- **15**

T. of Tainter- **12**

T. of Colfax- **14**

V. of Elk Mound- **35**

T. of Sand Creek- **9**

V. of Wheeler- **82**

T. of Elk Mound- **50**

Town of Grant- **4**

Mutual Aid- **5**

## Chute time:

**95%** of calls are **under five** minutes to go en route.

## Other Updates:

- We raised \$3037 from the spaghetti dinner fundraiser, this will go towards new laptops/tablets for the ambulances and a new desktop for the reporting room.
- We have received \$2,102 from the Dunn County Community Foundation for IV and IO training supplies.
- This week was EMS appreciation week!

**Village of Colfax  
Board of Review  
Agenda**

**Location: Village Hall, 613 Main Street, Colfax, WI**

**When: Monday June 8, 2026**

**5:00 p.m. – 7:00 p.m. (earliest adjournment time)**

(The Board may continue the meeting after 7:00 p.m. or  
recess & reconvene if the number of assessment objections filed requires additional time.)

As necessary, additional dates will be used to reconvene said meeting  
as determined by the Board of Review

1. Call Board of Review to Order
2. Roll Call
3. Confirmation of Board of Review and Open Meeting notices
  - a. Notice published in the Messenger on 05/20/2026
  - b. Posted at the Post Office, Laundromat, outside the Village Hall Building, outside the Village Hall office and on the Village of Colfax website on or before 05/20/2026
  - c. Village Hall Front Door Posted
4. Select a Chairman for Board of Review
5. Select a Vice-Chairman for Board of Review
6. Mandatory Training Requirement has been met – Annie Jenson
7. Swear in the Assessor
8. Assessor's Affidavit
9. Hearings of any written objections
10. Other matters before the Board
11. Adjourn