

Village of Colfax
Special Board Meeting
Monday, February 22nd, 2021
7:00 p.m.

Rescue Squad, 614C Railroad Ave., Colfax

Join Zoom Meeting

<https://zoom.us/j/92292130254?pwd=UUo3ZkQ4MitaWFZ6>

Meeting ID: 922 9213 0254 Passcode: Va

Any questions on logging into the meeting call
Lynn Niggemann, 715-308-9986 or clerktreasurer@villafax

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Introduce Ryan Strzok – Full-Time Officer
6. Communications from the Village President
7. Consent Agenda
 - a. Regular Board Meeting Minutes – February 8th, 2021
 - b. Special Board Meeting Minutes – February 15th, 2021
 - c. Training Request – Mike Ross – Public Works
 - i. February 24, 2021-Excavation Competent Person Safety
 - ii. March 2, 2021-Personal Protective Equipment Training
 - d. Facility Rental
 - i. Beer Garden at the Fairgrounds & the other enclosed
 - Joshua Secraw & Alisia Parker – Wedding Reception
 - ii. Beer Garden at the Fairgrounds
 - Kari Knutson & Casey Peterson – Wedding Reception
 - e. Licenses – none
8. Consideration Items
 - a. Street Use Permit – Timber Technologies LLC – 2021
 - b. HydroCorp Agreement – March 1, 2021 to February 28, 2023
 - i. Non-residential Agreement
 - ii. Residential Agreement
 - c. Colfax Solid Waste Updates & any possible action if needed
 - d. COVID-19 Review/Updates-possible action if needed
9. Review/Approval – Bills –February 8th, 2021to February 21st, 2021
10. Committee/Department Reports (no action)
 - a. Rescue Squad – January 2021
 - b. Thank You and two Donations for the Colfax Rescue Squad
 - c. Library Circulation Trends – Compare 2019 and 2020
 - d. Building Permits – January 2021
 - e. ACT Report

Meeting / Continuing Education Travel / Meeting Request Form

Name Mike Ross
 Date 2-19-21
 Date(s) of meeting 3-2-21

Position Laborer
 Department Public
 Estimated Costs 150
 Employee is / not required

Name of Requested meeting: Personal Protective Equipment

How will this improve your ability to perform your job? Required as part

What alternatives are there to attending this meeting? (In- house resources, meetings closer to Eau Claire, etc.) None Part of the safety

How will you share what you have learned with others? _____

Please include any additional comments on the back of this form La

Expense Estimate: \$ <u>150.00</u> Requested	
Tuition / Registration \$ <u>125.00</u>	*Are others attending listed above (If so, list):
Mileage / Airfare <u>120 miles</u>	
Lodging <u>na</u>	
*Would like the Registration Fee Miscellaneous pre paid and _____	
Total <u>150.00</u>	
Time Request: _____	Requested <u>1 day</u>
Number of days absent: <u>1 day</u>	
From Work Setting <u>1 day</u>	
Vacation <u>na</u>	
Paid Conference Time <u>yes 1 day</u>	
Absent Without Pay (own time) <u>—</u>	
Other _____	

Rand Bates

From: Mary Matarrese <mmatarrese.astinc@yahoo.com>
Sent: Thursday, February 4, 2021 11:08 AM
To: Doug Parker; Village of Dresser; Dresser Public Works; publicworks@villageofalmacenter.com; Claudia Brown; Ramon Knudtson; John McCue Hayward; whatnot@brownshell.com; Brown Shell Lake; Jeff Williams; blk00gtp_5453@brownshell.com; Bill Tess; Waste Water Department; Paul Hensler; paulhensler@villageofbaldwin.com; Don Rose; Chris J. Matt; matt@villageofbaldwin.com; Matt Gilles; Mark Levra; hammondww@hammondww.com
Subject: Upcoming Training Reminder

Good Morning,

The training reminder listed below is for any new employees or employees in the new class.

CLASS: PERSONAL PROTECTIVE EQUIPMENT TRAINING
DATE: TUESDAY, MARCH 2, 2021 OR WEDNESDAY, MARCH 3, 2021

START TIME: 8:00 AM

LOCATION: LADYSMITH, RUSK COUNTY COMMUNITY LIBRARY, 418 C

The City of Ladysmith is hosting 2 classes for the PPE training, you would only need to attend one.

For the upcoming training we will be following the Covid-19 mandatory mask protocol during the training time. Please continue to check our website for updates.

Thanks. Enjoy a good day.
Mary

Mary Matarrese
Office Administrator

Advanced Safety Technology, Inc.
14301 W. Lincoln Avenue
New Berlin, Wisconsin 53151
(262) 796-8605
www.advancedsafetytechnology.com

Rand Bates

From: Mary Matarrese <mmatarrese.astinc@yahoo.com>
Sent: Friday, February 5, 2021 11:37 AM
To: brad@villageofbaldwin.com; whallock.publicworks@villageofbaldwin.com; streets.dept@edgarwi.org; Bill Tess; Waste Wa Helgestad; blk00gtp_54539@yahoo.com; Jeff Brown Shell Lake; Village of Dresser; Dresser P Don Rose; Chris Jackson Clear Lake; Rand Bates hammondww@hammondwi.org; Claudia Field Ramon Knudtson; Susan Frederixon; Debi
Subject: UPDATE FOR THE UPCOMING TRAINING LOCATION

Good Morning,

For the Upcoming Personal Protective Equipment Training, Start time: 8:00 AM received a new location from the City of Ladysmith. The training location will be Miner Avenue W.

NEW LOCATION: EMS/Fire Station, 511 Miner Avenue W.
Parking should be on the street or on the north side of the building.
NO PARKING on the east side of the building.

Please continue to check our website for updates.
Thanks. Enjoy a good day.
Mary

Mary Matarrese
Office Administrator

Advanced Safety Technology, Inc.
14301 W. Lincoln Avenue
New Berlin, Wisconsin 53151
(262) 796-8605
www.advancedsafetytechnology.com

CONFIDENTIALITY NOTICE

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Meeting / Continuing Education Travel / Meeting Request Form

Name Mike Ross
Date 2-19-21

Position Laborer
Department Public
Estimated Costs _____
Employee / not req _____

Date(s) of meeting 2-24-21

Name of Requested meeting: Excavation Competent Person

How will this improve your ability to perform your job? Required as part

What alternatives are there to attending this meeting? (In- house resources, meetings closer to Eau Claire, etc.) None Part of the safety

How will you share what you have learned with others? _____

Please include any additional comments on the back of this form

Boy

Expense Estimate:	<u>150.00</u>	Requested	
Tuition / Registration	\$ <u>125.00</u>	*Are others attending	(If listed above)
Mileage / Airfare	<u>40 miles</u>		
Lodging	<u>na</u>		
*Would like the Registration Fee Miscellaneous pre paid and			
Total	<u>150.00</u>		
Time Request:		Requested	<u>1 day</u>
Number of days absent:	<u>1 day</u>		
From Work Setting	<u>1 day</u>		
Vacation	<u>na</u>		
Paid Conference Time	<u>yes 1 day</u>		
Absent Without Pay (own time)	<u>—</u>		
Other	<u>—</u>		

Rand Bates

From: Mary Matarrese <mmatarrese.astinc@yahoo.com>
Sent: Monday, January 18, 2021 11:52 AM
To: brad@villageofbaldwin.com; Don Rose; Chris J. Rand Bates Colfax; Matt Gilles; Mark Levra; har...
publicworks@villageofalmacenter.com; vilac@...
Frederixon; Debi; Ramon Knudtson; John McC...
whallock.publicworks@gmail.com; Mitch Brow...
Weinzirl; Village of Dresser; Dresser Public Wo...
Connie L. Drumm; blk00gtp_54539@yahoo.com...
streets.dept@edgarwi.org; Bill Tess; Waste Wa...
Helgestad
Subject: NEW EMPLOYEE TRAINING REMINDER

Good Morning,

The training reminder listed below is for any new employees or employees in class.

CLASS: EXCAVATION "COMPETENT PERSON" SAFETY TRAINING
DATE: WEDNESDAY, FEBRUARY 24, 2021
START TIME: 8:00 AM
LOCATION: BOYCEVILLE COMMUNITY CENTER, 1233 CHARLOTTE STREET

For the upcoming training we will be following the Covid-19 mandatory mask protocol during the training time. Please continue to check our website for updates.

Thanks. Enjoy a good day.
Mary

Village Board Meeting – February 8th, 2021

On February 8th, 2021, the Village Board meeting was held at 7:00 p.m. at the Village Office, 1000 Wisconsin Avenue, Colfax, WI. Members present: Trustees Michels (online), M. Burcham, Stene and Gunnufson. Excused: Trustee Jenson. Others present included Seamus Davis, Lisa Fleming with Ayres Associates, Public Works Director Bates, Administrative Assistant LeAnn Ralph with the Messenger (online).

Communications from the Village President – Gunnufson read a tribute to Tom Braaten, a long-time employee whom passed away on Monday, February 2nd, 2021. Braaten worked at the village cemetery looking it's finest. He was a man of few words that will greatly be missed.

Minutes - Regular Board Meeting January 25th, 2021 - A motion was made by Trustee Halpin to approve the Regular Board meeting minutes from January 25th, 2021. Trustees Davis, Michels, M. Burcham, Halpin, Stene and Gunnufson. Voting Against: none. Motion carried.

Training Request – none

Facility Rental – none

Licenses – Operator's License – February 8th, 2021 to June 30th, 2021/Abby Synergy Co-op

A motion was made by Trustee Davis and seconded by Trustee Stene to approve Abby Synergy Co-op's operator's licenses for February 8th to June 30th, 2021. Voting For: Trustees Davis, Michels, Davis and Gunnufson. Voting Against: none. Motion carried.

Consideration Items

Riverview/High Street & Dunn Street Projects – Lisa Fleming

Cost Analysis Review/Stormwater Outfall review and possible action/Amendment
Lisa Fleming reviewed the cost analysis to include the stormwater outfall. During the review process it would take approximately 30-45 days to get reviewed and approved. If the review is completed before the start of the project that step could be done at the same time bidding is happening. During the discussions involved something needing to be done one way or the other, a long-term solution which is included in the Ayres project analysis. A motion was made by Stene to approve the amendment to move forward with the stormwater outfall project. Voting For: Trustees Stene, Halpin, M. Burcham, Michels, Gunnufson. Voting Against: none. Motion carried.

Dunn Street –TID#4 Projects – Possible Action – Sean Lenz & Josh Low

Discuss TID timelines/Expenditure Period Ends February 22, 2021/Discuss Action
Sean Lenz and Josh Low went over handouts highlighting some of the following points:

- TID #3 has approximately \$500,000 in outstanding debt, TID #4 has approximately \$1,000,000 in outstanding debt. At the end of 2023, there will be sufficient funds to pay off the debt.

- Impact on TID's & Debt Levy
 - TID 4 pays for Dunn St., keeping the cost off the levy.
 - TID 3 closure would be pushed back one year.
 - Benefits from closing a district include the TID Value is delayed, property tax base, opportunity for property tax relief and open limit rules.
- Schedules were included also.

A motion was made by Trustee Stene and seconded by Trustee Halpin to bid expenditure period. Voting For: Trustees Michels, Halpin, M. Burcham, Davis. Against: none. Motion carried.

Consider setting up an additional Board meeting depending on action above
 A motion was made by Trustee Stene and seconded by Trustee Halpin to provide February 15th, 2021 at 6 pm. Voting For: Trustees M. Burcham, Halpin, Michels. Abstained: Trustee Davis. Voting Against: none. Motion carried.

Colfax Solid Waste Updates & any possible actions if needed - Bates explained compactor was sent to Florida to be re-programmed. Since, we have learned they will no longer work on them. We would need to purchase a new PC box compactor going. The Elk Mound compactor keeps going into overload and Bates indicated that if we want the Colfax compactor repaired, the cost will be shared each municipality. A motion was made by Trustee Halpin and seconded by Trustee Stene to purchase of the new PC box for the compactor at the approximate cost of \$10,000. Voting For: Trustees Stene, Davis, M. Burcham, Halpin, Michels and Gunnufson. Voting Against: none. Motion carried.

Review/Approval – Bills – January 25th, 2021 to February 7th, 2021 – A motion was made with no second to approve all the bills except Shackleton. A motion was made by Trustee Stene to approve the bills as presented for January 25th, 2021 to February 7th, 2021. Voting For: Trustees Stene, Davis, M. Burcham, Halpin, Davis and Gunnufson. Voting Against: Trustee M. Burcham. Motion carried.

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

 Scott Gunn

Attest:

 Lynn Niggemann
 Administrator-Clerk-Treasurer

Special Board Meeting – February 15th, 2021

On February 15th, 2021, the Village Board special meeting was held at 6:00 p.m. at 1000 Railroad Avenue, Colfax, WI. Members present: Trustees Halpin (online), M. Burcham (online), Jenson and Gunnufson. Excused: Trustee Davis. Others present: Mayor (online), Director of Public Works Bates, Administrator-Clerk-Treasurer Niggemann (online), and Messenger (online).

Public Comments – none

Consent Agenda – none.

Consideration Items

Dunn Street – TID #4 Project – Possible action – Josh Low

Review project – Low reminded the Board that at the February 8th, 2021 meeting the project was discussed. The project consists of getting sanitary in place to allow the addition of a 3-plex in the East View Development.

Discuss any changes – Since the last meeting, Gunnufson explained that the Board is currently pricing to extend the sanitary to include getting the next lot set up for sanitary. If the 3-plex did not work out, the funds could be used towards the project. Board agrees that the Village should plan for this potential project, the financing bid is \$100,000 to \$120,000.

Discuss Financing Options – The financing bid was returned by Dairy State Bank. Dairy State has been made aware of the potential to increase the note to \$120,000. Dairy State responded in bid response. Low advised that this is a very good rate.

A motion was made by Trustee M. Burcham and seconded by Trustee M. Burcham and Halpin to approve the financing up to \$120,000 for the Dunn Street project.

Adjourn – A motion was made by Trustee Jenson and seconded by Trustee Jenson at 7:00 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Scott Gunnufson

Attest:

Lynn Niggemann
Administrator-Clerk-Treasurer

Village of Colfax

613 Main Street, Colfax WI 54730

(Phone: 715-962-3311; Fax: 715-962-2221; E-mail: colf

Special Event

Instructions: Complete all questions, indicating N/A where non-applicable. Return to the Village of Colfax at least 60 days prior to the event.

Are you representing an organization sponsoring the event? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (list information below)		Is the o
Organization's Name:	NA	
Organization's Address:	NA	
Organization's Phone:	NA (Fax)	NA
Purpose of Event:	NA	Type of Event:

Event Organizer's Name:	Joshua Secoran +
Event Organizer's Address:	E 9315 1010 th Av
Event Organizer's Phone:	(home) 715-505-9152 (work)

Name of Event:	Joshua's and Alisia's wedding	
Location of Event:	Colfax Fairgrounds	Date of Event:
Time of Event:	Start:	Finish:
Time on Site:	Start:	Finish: (include set-u
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) 200	Village of Colfax Support Staff Requested?	
	Police:	<input checked="" type="checkbox"/> No
	Roads:	<input checked="" type="checkbox"/> No
	Other: (Specify)	<input checked="" type="checkbox"/> No

Entire length?	<input type="checkbox"/> Yes <input type="checkbox"/> No	1.
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What provisions are being made for traffic and parking? (Be sure to note the plan) Attach additional sheets if necessary. *Fairground park*

What provisions are being made for crowd control and security? Attach additional sheets if necessary.

Alcohol inside beer tent fence

What provisions are being made for First Aid and Fire Emergency? (Be sure to note on your site plan.)

none

What provisions are being made for additional restrooms, port-a-potty restrooms and port-a-potty facilities on your site plan.)

none

What provisions are being made for collection and removal of litter and recycling receptacles or dumpsters are shown on your site plan.)

We have garbage cans

Are vendors, information tables, or volunteer groups a part of your event? (If so, attach additional sheets.)

Hold Harmless Agreement Completed and Attached?

No

Yes

Will you be utilizing Village chair rental?

No

Yes

How many? 135 (Cost: \$1.00/chair)

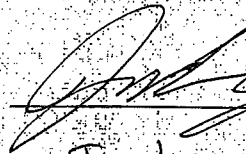
The applicant is responsible for obtaining any additional permits from the appropriate municipality in conjunction with this event. Contact individual municipalities for more information on applications.

Check all that apply:

VILLAGE CLERK-TREASURER PERMITS 715-962-3311	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388
<input type="checkbox"/> Temporary Beer/Wine <i>NA</i>	<input type="checkbox"/> Temporary Food Permit <i>NA</i>

By signing this application, applicant acknowledges that the issuance of a special use permit is necessary for the Village of Colfax to provide Village services, equipment or personnel.

Signature:



Print Name:

Joshua

Affiliation with Applicant (if applicable):

Date:

1-29-21

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between Colfax, hereinafter "Promisee", and Joshua Secraw, hereinafter "Promisor", on September, 20 21, in Colfax, WI.

The Intent of this Agreement is to indemnify Promisee from any claims arising out of the event scheduled on Village property.

Event Date: 09-06-2021 Event Location: Colfax

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the terms of which are as follows:

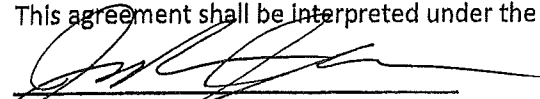
Promisor will indemnify and hold harmless Promisee from any and all claims, damages, costs of defense and attorney's fees incurred in defending against same, arising out of the event. Promisor's actions include the acts of Promisor's guests, agents and employees.

In the event any claim or suit is brought against Promisee within the scope of the event, legal counsel chosen by Promisee to defend against the same.

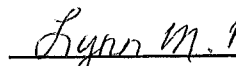
This Agreement shall encompass claims resulting from the scheduled event taking place on the property.

In the event either party files suit in a court of law to interpret or to enforce the terms of this agreement, the prevailing party shall be entitled, in addition to any legal fees incurred in such action, to its reasonable legal fees and costs incurred in such action to interpret or enforce this agreement.

This agreement shall be interpreted under the laws of the State of Wisconsin.



Promisor Signature



Promisee Signature

Lynn M. Niggemann

STATE OF WISCONSIN)
)ss.
COUNTY OF DUNN)

Promisor, Joshua Secraw, came before me this 1 day of Feb

Village of Colfax

613 Main Street, Colfax WI 54730

(Phone: 715-962-3311; Fax: 715-962-2221; E-mail: colfax@colfaxwi.gov)

Special Event

Instructions: Complete all questions, indicating N/A where non-applicable. Return to the Village Office at least 60 days prior to the event.

Are you representing an organization sponsoring the event? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (list information below)		Is the or
Organization's Name:		
Organization's Address:		
Organization's Phone:	(Fax)	
Purpose of Event:	Type of Event:	

Event Organizer's Name:	Kari Khutson + Casey	
Event Organizer's Address:	803 University Avenue	
Event Organizer's Phone:	(home) 715-418-9924	(work) 715-308-2456

Name of Event: Casey + Kari's Wedding Reception		
Location of Event: Fairgrounds Beer Tent		Date of Event:
Time of Event:	Start: 6-11-22	Finish: 6-12-22
Time on Site:	Start: ?	Finish: ? (include set-up)
Total Number of Anticipated Attendees: (include event organizers, staff, volunteers and spectators) 500	Village of Colfax Support Staff Requested	
	Police:	<input checked="" type="checkbox"/> N/A
	Roads:	<input checked="" type="checkbox"/> N/A
	Other: (Specify)	<input checked="" type="checkbox"/> N/A

Are street(s) to be	Entire length? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1.
---------------------	--	----

What provisions are being made for traffic and parking? (Be sure to note the plan) Attach additional sheets if necessary.

Parking on East side of beer tent

What provisions are being made for crowd control and security? Attach additional sheets if necessary.

N/A

What provisions are being made for First Aid and Fire Emergency? (Be sure to note on your site plan.)

N/A

What provisions are being made for additional restrooms, port-a-potties, restrooms and port-a-potty facilities on your site plan.)

N/A

What provisions are being made for collection and removal of litter and garbage /recycling receptacles or dumpsters are shown on your site plan.)

We will provide garbage + clean up

Are vendors, information tables, or volunteer groups a part of your event?

Hold Harmless Agreement Completed and Attached?

No



Will you be utilizing Village chair rental?

No



How many? _____ (Cost: \$1.00/chair)

The applicant is responsible for obtaining any additional permits from the appropriate municipality in conjunction with this event. Contact individual municipalities for more information and applications.

Check all that apply:

VILLAGE CLERK-TREASURER PERMITS 715-962-3311	DUNN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT 715-232-2388
<input type="checkbox"/> Temporary Beer/Wine NA	<input type="checkbox"/> Temporary Food Permit NA

By signing this application, applicant acknowledges that the issuance of a special use permit is not a guarantee that the Village of Colfax will provide Village services, equipment or personnel.

Signature: Kari Knut
Print Name: Kari Knut
Affiliation with Applicant (if applicable): _____
Date: 10-7-202

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between Colfax, hereinafter "Promisee", and Casey and Kari, hereinafter "Promisor", on October, 20 20, in Colfax, WI.

The intent of this Agreement is to indemnify Promisee from any claims arising out of or in connection with the event scheduled on Village property.

Event Date: 06-11-2022 Event Location: Colfax

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the following:

Promisor will indemnify and hold harmless Promisee from any and all claims, damages, costs of defense and attorney's fees incurred in defending against same, arising out of or in connection with the event. Promisor's actions include the acts of Promisor's guests, agents and employees.

In the event any claim or suit is brought against Promisee within the scope of the event, Promisee shall be entitled to legal counsel chosen by Promisee to defend against the same.

This Agreement shall encompass claims resulting from the scheduled event.

In the event either party files suit in a court of law to interpret or to enforce this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in such action, to its reasonable legal fees and costs incurred in such action to interpret or enforce this Agreement.

This agreement shall be interpreted under the laws of the State of Wisconsin.

X Kari Kristen Casey
Promisor Signature

Lynn M. Niggeman
Promisee Signature
Lynn M. Niggeman

STATE OF WISCONSIN)
)ss.
COUNTY OF DUNN)

Promisor, Kari and Casey, came before me this 12 day of 02

Village of Colfax

STREET USE/PRIVILEGE PERMIT RECOMMENDATION AND APPROVAL

Applicant (s)/Responsible Party:

Timber Technologies LLC and any hired/owned vehicles working to accomplish

Address & Phone Number: 106 Bremer Ave., Colfax, WI 54730
Tom Niska 715-962-4242

Date and Duration of Requested Permit:

Current through the end of the year. -- Annual Permit -- Calendar year

Purpose/Description:

Hired/owned semi-trucks and trailers travel to pick up products for the rail and transport the products to the Timber Technologies facility.

Location/Street

Empty semi/semi-trailers will travel from Hwy 40, travel west on Third Ave., then north on Cedar Street to Timber Technologies lot at the corner of Cedar Street and Legion Drive. The exit route will be east on Legion Drive to Bremer Ave. LLC at 106 Bremer Ave.

The undersigned applicant(s) hereby request from the Colfax Village Board, a temporary permit for the above stated purpose, and to operate necessary equipment thereon. The applicant(s) will be required to furnish a Clerk-Treasurer a bond in an amount determined by the Director of Public Works, not to exceed \$10,000, conditioned that the applicant indemnify, defend, and hold the Village and its employees and officers harmless from damage or expense incurred by the Village on account of any injury to or death of any person or property resulting from the activities for which the permit is granted. Upon request, the Village Board may require the applicant's ability to perform the conditions of the permit, the applicant may be required to furnish a Liability Insurance with the Village of Colfax. The applicant may be required to furnish a performance bond.

A Street Use Permit for an event in progress may be terminated by the Village President or a member of the Village Board if the welfare of the public appears to be endangered by activities generated as a result of the event or if the conditions of the permits or ordinances of the Village of Colfax. The Village President or a member of the Village Board may revoke a permit or terminate an event in progress if the event organizers fail to comply with the Village policy or conditions stated in the permit.

Tom Niska

(Applicant)

PROPOSAL
CROSS-CONNECTION CONTROL SERVICES

Village of Colfax

613 Main St.
Colfax, WI 54730

January 19 2021

**KEEPING DRINKING WATER SAFE FOR
INDUSTRIES
AND MUNICIPALITIES**

For over 30 years, HydroCorp™ has been dedicated to

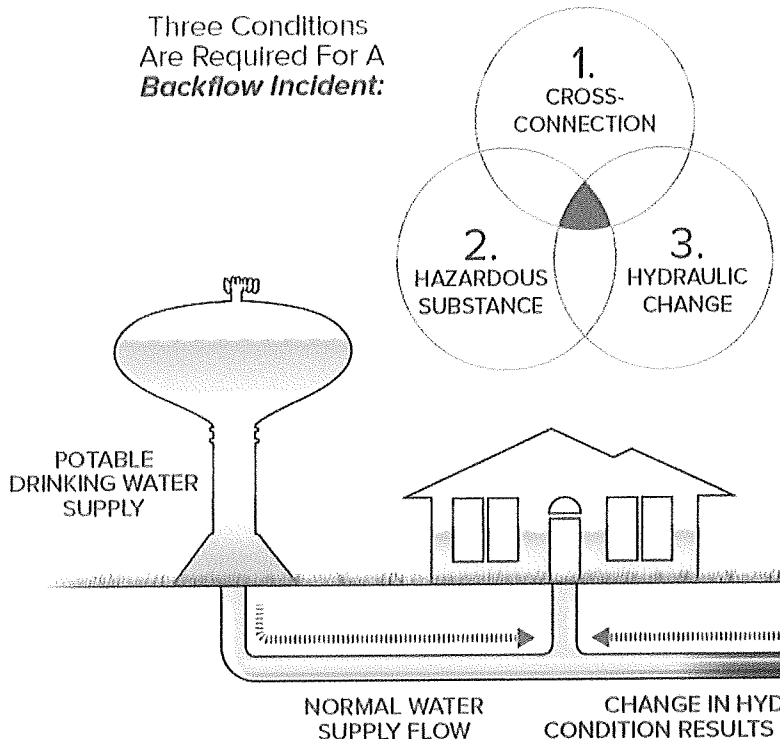
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1. INTRODUCTION

1.1. Definitions

- Backflow – the undesirable reversal of flow of liquid, gas or other fluid
- Backflow Preventer – an assembly, device, or method that prevents backflow
- Cross-Connection – an actual connection or a potential connection between a potable water system and any other environment that would allow a non-potable liquid to enter the potable water system.
- Cross-Connection Control – a program to eliminate cross-connections that are causing a public health threat.
- Cross-Connection Control Survey – the review of the plumbing system for the existence of potential or actual cross-connections and to assess the risk of protected and unprotected cross-connections.



- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

2. PROJECT WORK PLAN

2.1. Purpose of a Cross-Connection Control Program

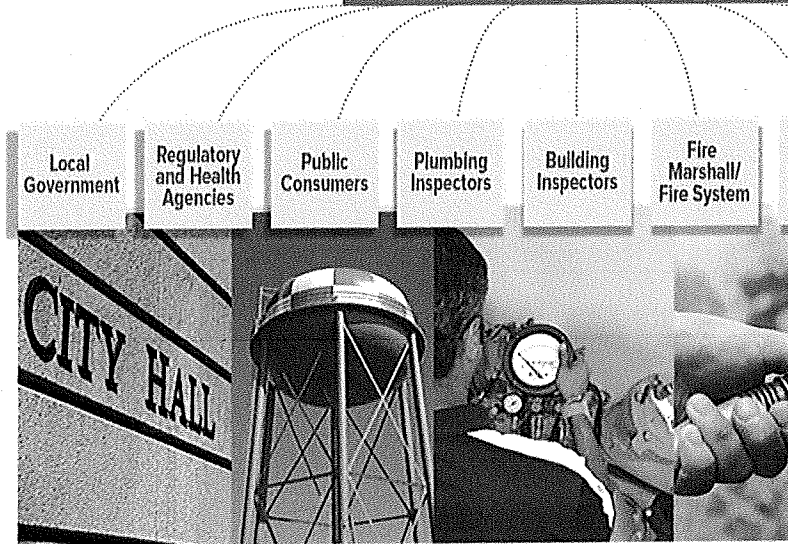
- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection consultation to the Village of Colfax.
- Developing a written comprehensive Cross-Connection Control Program.
- Routinely inspecting water customers for cross-connections on their premises.
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

2.3. Stakeholders

CROSS-CONNECTION CONTROL PROGRAM STAKEHOLDERS



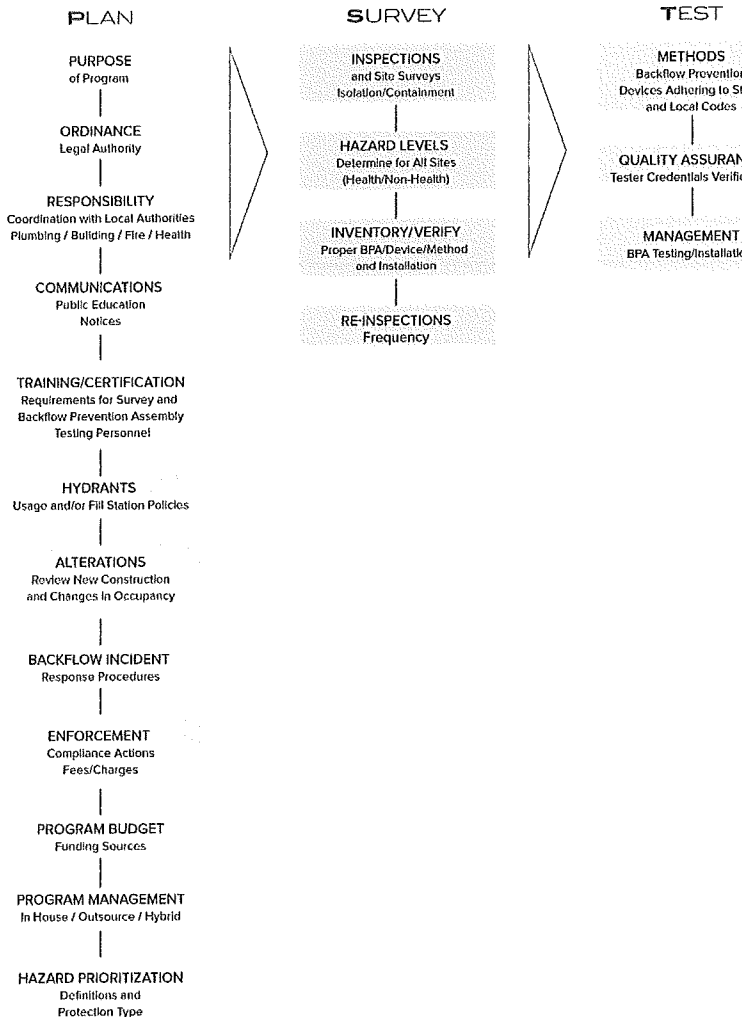
HydroCorp strives to maintain a good working relationship and clearly defined communication with all of the above stakeholders. Our participation in the community and with regulatory agencies is an extension of our commitment to public safety. HydroCorp has maintained an excellent working relationship with local government and building officials, health inspectors and others in order to provide a better understanding of the impact of a Cross-Connection Control program, and to protect the drinking water supply from contamination.

2.4. Cross-Connection Control Plan Components

MUNICIPAL CROSS CONNECTION

$$\text{COMPLIANCE} = \text{P} + \text{S} + \text{T} + \text{D}$$

Typical Program Components



3. CROSS CONNECTION INSPECTION PROCESS

3.1. Inspections/Surveys

The water connections and plumbing systems of all water customers shall be inspected for the presence of cross connections. As a result of the inspection, a record of each account shall be established.

Inspections shall consist of entering a facility from the point where the water enters (usually the meter) and tracing the piping to each end point of use. During the inspection, the inspector shall identify and note the location and nature of all cross connections, location and details of backflow prevention devices and other relevant program information. Inspectors having proper identification shall be permitted to enter any building/premises at reasonable times for the purpose of cross connection inspection. If an inspector is refused proper access or if customer plumbing is untraceable, the inspector shall determine if a cross connection is present and take the necessary action to ensure the system is protected.

The highest priority for inspections shall be placed on facilities that are known to have a high probability that backflow will occur, or are known/suspected to have a high probability that backflow will occur.

Once initial inspections are complete, a re-inspection frequency shall be established based on the degree of hazard/risk and potential for backflow in accordance with the provisions of the Village of Colfax Cross-Connection Control Plan. Accounts that are non-compliant require DNR Approval in writing. If requested, HydroCorp will develop a re-inspection schedule on behalf of the water utility and submit to DNR for approval.

3.2. Definitions

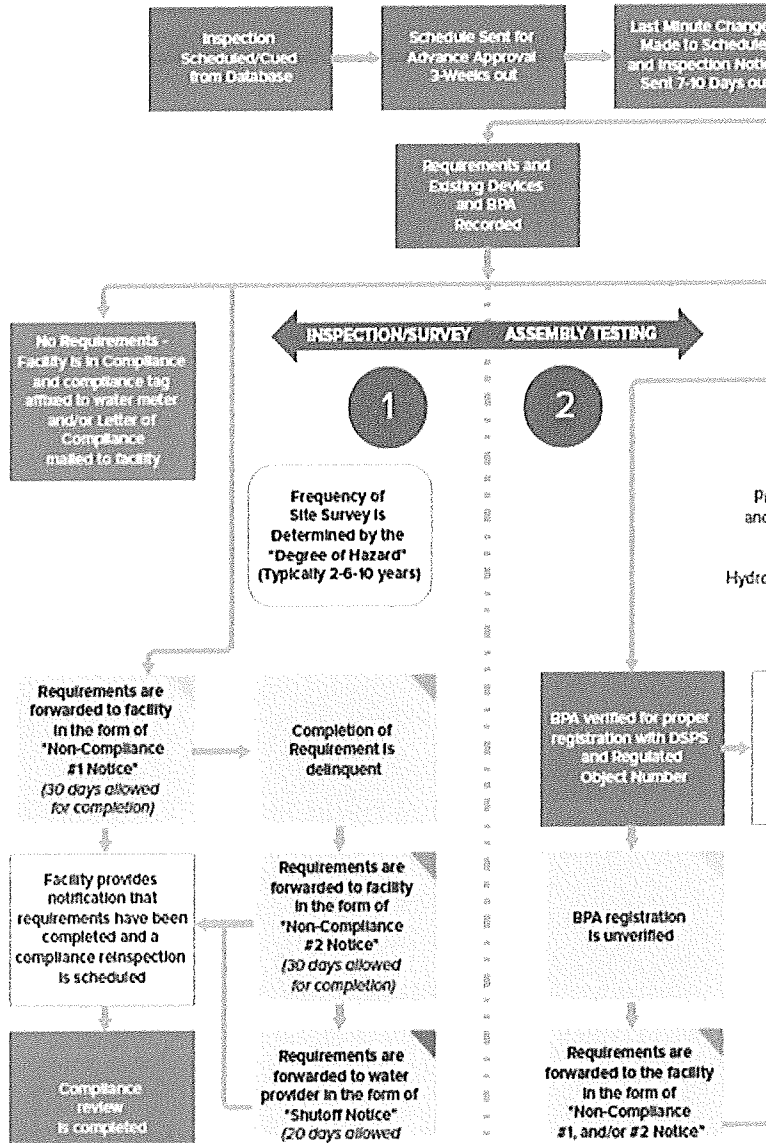
- Initial Inspection – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during the inspection. Degree of Hazard will dictate future re-inspection frequency/schedule (compliant or non-compliant after this inspection).
- Compliance Inspection – subsequent visit by a HydroCorp representative to verify that a facility is compliant during the Initial Inspection to verify that corrective actions meet the program requirements.
- Re-Inspection – Revisit by a HydroCorp representative to a facility that is non-compliant after the initial inspection.

3.3. CCC Program Process

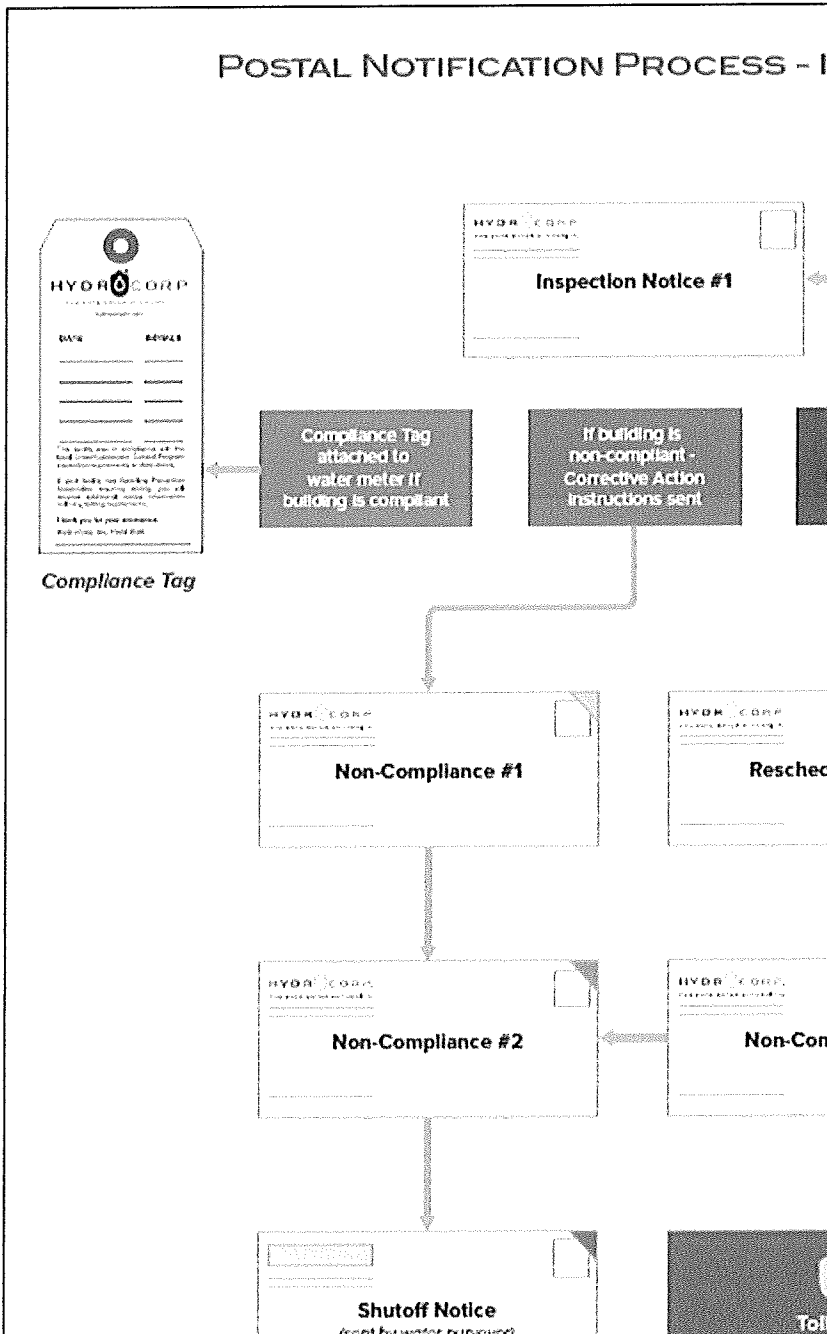
CROSS-CONNECTION CONTROL (CCC) PROGRAM

Two (2) Main Components of CCC Program

1. Site Survey/inspection
2. Compliance with State Plumbing Code Chapter SPS 382.41 and Local Cross-Connect



3.4. Postal Notification Process - Inspections



4. WATER CUSTOMER CARE AND ADMINISTRATION P

4.1. Program Data

The most critical element of a Cross-Connection Control Program data, the Cross-Connection Control program will experience customer reporting issues and also result in field survey inefficiencies.

4.2. Database Software

HydroCorp utilizes a proprietary software program – HydroSoft™ for Cross-Connection Control Program data. All program data captured shall remain the property of HydroCorp. All of our Client Data is secured on our Application Server, which is protected by a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance
- Custom queries, data exports and reports as needed
- DNR Annual Report

4.3. Information Technology (I/T)

HydroCorp has a dedicated team member responsible for Information Technology for internal (staff) needs as well as external (client) communication. We also have a dedicated person responsible for new client start up and data entry to insure we have the most accurate information possible at any given time.

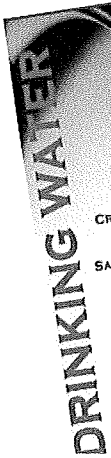
We have continually invested in both hardware infrastructure (Network Routers, Firewalls and Tablet P.C.'s for Field Inspectors) and software in our office workplace and to improve customer service and assist in lowering costs. HydroCorp has a contracted service agreement with a local I/T Company that provides regular maintenance and monitors our infrastructure/servers for optimum performance.

4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is protected by a Software Firewall. The Application Server is backed up twice a day. Backups are created and stored at 3 separate locations. 3 of the 5 backup copies are on the application server itself, one is on our File server, and one is backed up to an external storage device.

4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control Program, this topic should remain in the community spotlight. HydroCorp will participate/present at a town hall/public meeting engagement if requested. Information will be offered in digital format to the Village of Colfax through social media resources & website if requested. Further, public education materials will be available in electronic format for download and can be posted on the Village of Colfax website.



Further Public Education resources including brochures and video are available at <http://www.hydrocorpinc.com/resources/links/>

5. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services. This project is a continued effort for an ongoing Cross-Connection Control Program in the Village of Colfax with the necessary data and information to maintain compliance with the Wisconsin Natural Resources (DNR) Water Bureau Cross Connection Control Regulations. Once approved and accepted by the Village of Colfax and HydroCorp, you may schedule inspections elements within a two (2) year period. The components of the project include:

- A. Perform inspections of up to 50 Non-Residential water services with backflow preventer devices on the water supply for cross-connections. Compliance follow up visits shall be included in the total inspections.
- B. Inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control Regulations. Inspectors will survey exposed piping and utilize Isolation Valve Surveying as supported by the State of Wisconsin Plumbing Code – SPS 11.05.
- C. HydroCorp will document existing backflow prevention devices and their condition, date of installation and/or suggest corrective actions if devices and/or assemblies are not in compliance with cross-connections. Documentation to include make, model, size, material, and regulated object number if applicable. In lieu of surveying residential services, an educational brochure will be provided as allowed by DNR regulations.
- D. Notify each building owner prior to each inspection via postal letter and provide a copy of the time of inspection via the Hydro Designs Inc. Provide ongoing support and answer any questions via the Hydro Designs Inc. WI office toll free 800# phone 1-800-888-4444.
- E. Provide Water Utility and building owner with a detailed corrective action report. If the facility, in most cases, water utility personnel can perform effective corrective actions.
- F. Perform administrative functions including: answering water user telephone calls, conducting inspections, mailing of all notices, verification of corrective action(s) completed, and service and program education inquiries by an individual trained in Cross-Connection Control Management.
- G. Generate and document the required program data and compliance reports for the Cross-Connection Control Management Program. Submit comprehensive management reports to the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Report.
- H. Conduct an annual review meeting to discuss overall program status and compliance.
- I. Assist the Village with a community wide public relations program including a community meeting and web site cross connection control program overview content and graphics.

PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and
Compliance/follow up inspections and administration related to compliance

PRICING:

_____ **Initial Inspections of 40 non-residential services connections and a
including follow up compliance inspections.**

_____ **\$6984.00 dollars.**

HydroCorp will invoice monthly in equal installments upon receipt of signed

Submitted by: HYDROCORP- MIDWEST REGIONAL OFFICE- 2665 S MOORLAND

Craig Wolf | 612-850-8939 | cwolf@hydrocorpinc.com

Accepted by:

X _____

Village/Utility Representative (Signature)

Printed Name / Title

6. BACKGROUND

6.1. The HydroCorp Promise

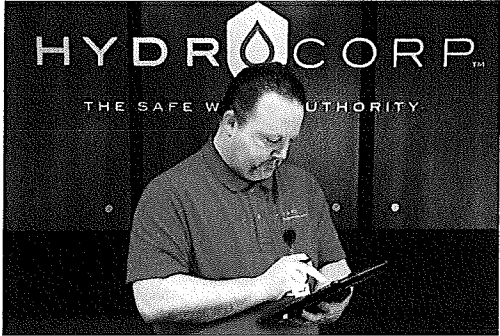
HydroCorp is the Safe Water Authority.™ It is our duty to provide comprehensive technical services in the industry. It also means dedication, knowledge, professionalism, and sensitivity to budgets and schedules. Safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure to your people – are protected.

6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 in 10 states. Average tenure with the company is 7 years and employees are highly trained.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Programs annually.
- HydroCorp provided Cross-Connection Control Program Management for 10 communities in several states including: Michigan, Wisconsin, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to reduce risk and keep program costs affordable. We have a detailed system of quality control and field inspectors follow in order to meet productivity and quality standards.
- Our municipal inspection team is committed to providing outstanding service to water users in each of the communities we serve. We teach and train in addition to the technical skills since our team members act as mentors to those that we service.
- Our municipal inspection team has attended training classes at the following recognized Cross Connection Control Programs: UFPA, Water Research Foundation for Cross Connection Control and Hydraulic Research Association (ABPA), and American Society for Sanitary Engineering. We provide internal and external training with our team members to ensure the highest quality. Administrative team member has the skills and abilities to meet the needs of the communities that we service.
- Our administrative staff can answer most technical calls related to cross connection control.

6.3. Office Address & Contact Information

Regional Office:	HYDROCORP – MIDWEST OFFICE 2665 S MOORLAND RD SUITE 209 NEW BERLIN WI 53151
Contact:	Craig Wolf
Telephone:	612-850-8939
Email:	cwolf@hydrocorpinc.com
Corporate Office: (Remit to Address)	HYDROCORP – CORPORATE OFFICE 5700 CROOKS ROAD SUITE 100 TROY MI 48098
Telephone:	800.690.6651 or 248.250.5000
Legal Status:	S-Corporation, 1988 E.I.D. 38-2810008
	 <p>The image shows the HydroCorp logo at the top, which consists of the word "HYDROCORP" in a bold, sans-serif font with a stylized water drop icon above the letter "O". Below the logo is the tagline "THE SAFE WATER AUTHORITY". In the foreground, a man with a mustache, wearing a dark polo shirt, is looking down at a tablet device he is holding in his hands.</p>

7. PROJECT REFERENCES

- a) City of La Crosse, 400 La Crosse St, La Crosse, WI 54601 | Mark Johnson
johnsonm@cityoflacrosse.org | 608- 789-7536
- b) City of Prescott, 800 Borner St. Prescott, WI 54021 | Hank Zwart
hzwart@prescottcity.org | 715-262-5544

8. PROJECT TEAM QUALIFICATIONS

Gary McLaren | *New Program Development/Training Coordinator -Midwest*

Gary is responsible for Cross-Connection classes and new Cross Connection development in the Midwest Region. Since 2004 at HydroCorp, he was responsible for identifying hazards and deficiencies and determining proper recommendations for cross-connection control programs in Wisconsin. He also generated inspection reports and recommendations for over 3,000 individual facility surveys of cross-connection. His focus has been focused on coordinating and instructing various Cross Connection classes in the Midwest in addition to developing new Cross Connection Control Programs around the region.

- Conducted Cross-Connection Surveys –45 North American Large Water Systems
- Certification MDEQ (Michigan) Advanced Cross-Connection Control Program
- Cross-Connection Control Program Manager –WI Region; 25 Water Utilities
- Multiple published articles in Public Water System periodicals (WRWA Magazine winter 2011,2013)
- Annual participant & past presenter at annual WWA Conference 2015
- Instructor at DNR class on Cross Connection Control – Green Bay
- Lead Instructor with Wisconsin Rural Water Association Cross Connection Control Statewide, 2009 -2014 (12 full day courses annually)
- Lead Instructor with Minnesota Rural Water Association Cross Connection Control 2010 and 2013
- ASSE #5150 Certified Backflow Prevention Program Administrator
- ASSE #5120 Certified Cross Connection Control Surveyor
- Vice Chairperson – Wisconsin Water Association Education Committee

Scott Mitchell | *Operations Manager, Midwest Region - Municipal Division*

Scott has been with the HydroCorp team since 2011 and inspecting plus training. As a Cross-Connection Surveyor, Scott has completed cross-connection inspections at commercial and industrial facilities. He currently oversees operational and training of cross-connection control programs in the HydroCorp Midwest Region.

DAVE CARDINAL | *Vice President Municipal Division*

Dave has over twenty years' experience as a water professional and his accomplishments in the cross-connection control industry. Experience in project management, developing and conducting employee education and training, instructing State certified education and training classes, quality assurance and customer satisfaction. Experience, Training, Certifications:

- American Backflow Prevention Association (ABPA), MI Chapter
- American Society of Sanitary Engineering (ASSE) Series 5000 P
- American Society of Sanitary Engineering (ASSE) Standard #5120 - Surveyor and Standard #5120 - Assembly Tester and Standard #5120 - Surveyor | Certification
- Michigan Certified Backflow Prevention Assembly Tester Certification #MPMCA-26905
- Dale Carnegie – Management Training for Managers 2005
- University of Florida – TREEO Center
 - Cross Connection Control: Survey and Inspection 2003
 - Cross Connection Control: Ordinance and Organization 2003
 - Cross Connection Control Program Manager 2003
- University of Southern California Foundation for Cross-Connection Control Research – Backflow Prevention Assembly Tester, 1997

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this March 1st 2021 by and between the Utility and HydroCorp, organized and existing under the laws of the State of Wisconsin, referred to as "HydroCorp", and HydroCorp, Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate territory and desires to enter into a professional services contract for cross connection control and program management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional services for water distribution systems and cross connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control and program management services.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp to inspect and document its findings on its potable water distribution system in various facilities within the community. Each party to this Agreement agrees that it will cooperate with the other, its agents, and subcontractors to facilitate the performance of the terms of this Agreement. Both Parties to this Agreement recognize and acknowledge that the data is not always complete and accurate, yet due to the inaccessible nature of water piping or due to the nature of users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement includes, but is not limited to, inspections/surveys, program administration, answering telephone call inquiries, compliance review, public education materials, preparation of quarterly management reports and cross connection reports with respect to the facilities to the extent specifically set forth in the "Scope of Services". Should other reports/services be included within the Scope of Services, they shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a meeting for the Cross-Connection Control/Backflow Prevention Program. Items to be discussed include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Conn

- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific issues
- Review/establish high hazard, complex facilities and large industrial facilities procedures including supplemental information/notification that is required for all types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections of individual industrial, commercial, institutional facilities and miscellaneous facilities served by the public water supply for cross-connections. Inspections will be performed in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Program.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. Degree of Hazard will be assigned and/or verified (Degree of Hazard will dictate future re-inspection frequency/schedule for facilities that are compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to verify that corrective actions are completed during the *Initial Inspection* to verify that corrective actions meet the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that is non-compliant. The re-inspection frequency/schedule is based on the degree of hazard assigned during the initial inspection (two, six or ten year re-inspection schedule).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. HydroCorp personnel will check in/out on a daily basis with the Utility's designated personnel. The schedule will include a list of inspections scheduled. An exit interview will include a list of inspections scheduled.

2.4 PROGRAM DATA. HydroCorp will generate and document the required data as listed in the Scope of Services using the HydroCorp Software Data Management System. The data shall remain property of the Utility; however, the HydroCorp Software shall remain the property of HydroCorp and can be purchased for an additional fee.

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing
- Monitor inspection compliance using the HydroCorp online software (The Wisconsin Department of Safety & Professional Services (DSPS) manages backflow prevention notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive reports in a downloadable format on a quarterly & annual basis to the Utility. The reports will include the following information:

- Name, location and date of inspections

- 2.7 VACUUM BREAKERS.** The Village will provide up to six (6) ASSE approved anti-frost hose bibb vacuum breakers per facility as required, in order to ensure compliance at the time of inspection if no other cross-connections are present.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a public relations program including general awareness brochures and website cross connections information.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text or email during the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities that provide services outside the scope of this Agreement. (HydroCorp typically allows for a maximum of 15 hours of inspection time per facility.) An independent cross connection inspection (at the owner's expense) may be required at these larger/complex facilities and is not included to help verify program compliance.

- 2.11 INSPECTION TERMS.** HydroCorp will perform (40) initial inspections and a total of (50) inspections over a two (2)year contract period. The inspections include initial inspections, compliance and re-inspections. *Vacant facilities that are not scheduled no show or refusal of onsite inspection will count as an inspection on the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATION.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code requirements for all commercial, industrial, institutional, multifamily and residential facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) buildings and devices. Documentation will include: location, size, make, model and manufacturer.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and reporting services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual review of the overall program status and specific program recommendations.

ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence, the Utility shall designate an authorized representative ("Authorized Representative") to act on behalf of the Utility.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations, including inspection and testing, and shall pay for any capital improvements needed to bring the delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or anticipates the prosecution of any actions, claims, suits, administrative proceedings, investigations, or other proceedings in connection with this Agreement, the party receiving such notice or understanding of such proceedings shall give the other party timely notice of such proceedings and will inform the other party of the outcome regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of all facilities, including facility name, type of service connection, address, contact person, and phone number. *File format such as Microsoft Excel, etc. is required. An additional one-time fee of \$80.00 per hour. Incorrect facility addresses will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic version of its letterhead and all envelopes for the mailing of all official program correspondence. The Utility will provide other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on 2021 and end two (2) years from such date, unless this Agreement is renewed in writing herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within (90) days of its receipt. Failure to execute this Agreement within the time specified herein proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew the terms of this Agreement for two (2) consecutive one (1) year periods. The renewal rate shall be equal to CPI at the time of extension or 3%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time during its initial and renewal terms of this Agreement, with or without any cause, by giving written notice to terminate to the other party at least thirty (30) days prior to the effective date of termination. Intent to terminate shall be given in writing by personal service, by an authorized representative, and a return receipt requested. The Utility shall pay the balance of any outstanding invoices to HydroCorp.

made within thirty (30) calendar days after the due date, HydroCorp, shall (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests additional work or services involving the consulting, management, operation, or maintenance of the Utility's water delivery system where such services or work exceeds that contemplated under this Agreement, HydroCorp shall be provided additional calendar days from the date of notice of such additional work or services, to be paid an equitable sum for additional compensation. This amount shall be added to the time of change in scope. Changes in the Scope of Service include, but are not limited to, new service by the Utility or additional costs incurred in meeting new or changed reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and business practices and other methods and forms of doing business is subject to the Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created or received related to this Agreement to the same extent as if the records were made public. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law under this Agreement should not be limited by copyright, license, privacy and/or other laws under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be complete and accurate. Information (i.e. data plate, brass tag, etc.) is accessible and visible from the ground level platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information provided to them is complete to the best of their knowledge, yet due to the inherent nature of the lack of access provided by property owner/water user, complete access to the Cross-connection control inspection and results are documented as of the date of inspection and and/or water user may make modifications to the potable water system that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss or damage of any kind or nature caused directly or indirectly by the performance or non-performance under this Agreement shall be limited to general money damages in an amount not to exceed the limits of the insurance coverage provided hereunder. HydroCorp shall not be liable for consequential damages, including but not limited to, loss of profits, loss of business, based upon contract, negligence, or any other cause of action.

to the Utility while this Agreement is in effect. The Utility shall be named as an insured under the general liability policy of the Utility to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an annual basis with sufficient coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor, not one of employment. None of the employees or agents of HydroCorp shall be deemed to be employees or agents of the Utility. For the purposes of all state, local, and federal laws and regulations, HydroCorp shall retain full management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous understandings, or agreements. This Agreement may be modified only by a written agreement signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement shall not in any way affect the meaning or interpretation of this Agreement. All Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights under this Agreement shall not be construed as a waiver of its rights to enforce such provisions of this Agreement.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the written consent of the other unless such assignment shall be to the affiliate or successor of the party making such assignment.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if and only if the party is unable to perform because of actions due to causes beyond its control, not limited to, Acts of God, the acts of civil or military authority, loss of power, natural disasters, environmental contamination, floods, quarantine restrictions, riot, strikes, commercial terrorism, acts of war, bombing, and all such interruptions of business, casualties, events, or circumstances beyond the control of the party obligated to perform, whether such other causes are similar or dissimilar, to any of the foregoing. In the event of any such force majeure event, the party shall promptly notify the other party of the existence of such force majeure event and shall continue performance of its obligations under this Agreement upon the termination of the force majeure event.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has the authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Wisconsin, regardless of the fact that any of the parties may at any time become a resident of a different state or jurisdiction. Any suit or action arising out of or in connection with this Agreement shall be brought in the court of competent jurisdiction within the State of Wisconsin, venue by the provisions of this Agreement. Each party consents to the personal jurisdiction of said court within the State of Wisconsin.

If to HydroCorp:

HydroCorp
c/o Craig Wolf
5700 Crooks Road, Ste. 100
Troy, MI 48337
612-850-8939

If to Utility:

Village of Colfax
613 Main St
Colfax, WI, 54730

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, such declaration will not affect the remaining portion, which will remain in effect as if the Agreement has been executed with the invalid portion removed.

SIGNATURES

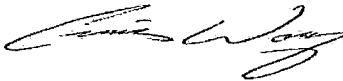
IN WITNESS WHEREOF, the parties have duly executed this Agreement in the written form.

Village of Colfax

By:

Title:

HydroCorp



By: Craig Wolf

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Program Management & Training is the main core and focus of the organization. We are committed to providing water utilities and local communities with a cost effective cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections annually.
- HydroCorp tracks and manages over 35,000+ backflow prevention assets in its database.
- Our highly trained staff works in an efficient manner in order to achieve program costs affordable. We have a detailed **system** and **process** that we follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding service in each of the communities we serve. We teach and train customer service technical skills since our team members act as representatives of the community.
- Our municipal inspection team has attended training classes and received certification in recognized Cross Connection Control Programs: UF TREEO, UW-Madison Cross Connection Control and Hydraulic Research, American Backflow Prevention Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Continuous Development and Learning. We invest heavily in internal and external training to ensure that each Field Service and Administrative team member has the skills to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water utility calls in a professional, timely and courtesy manner. Our administrative staff handles calls related to the cross connection control program and have attended training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin and Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations: National Water Association, State Rural Water Associations, National AWWA, State Water Association, committed to assisting these organizations by providing training classes in the area of Cross Connection Control.

PROPOSAL
CROSS-CONNECTION CONTROL SERVICES

Village of Colfax

613 Main St
Colfax, WI 54730

February 19 2021

**KEEPING DRINKING WATER SAFE FOR
INDUSTRIES
AND MUNICIPALITIES**

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities



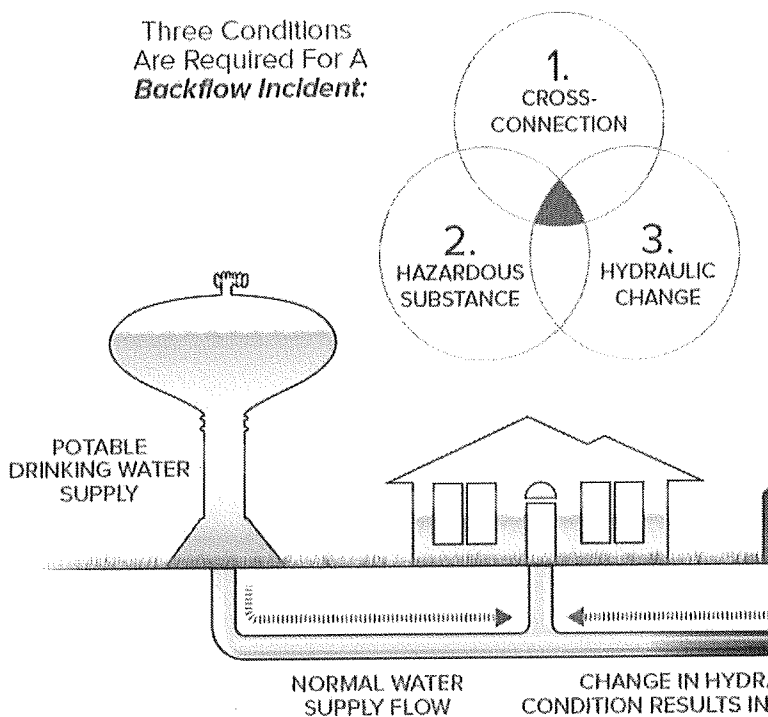
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1. INTRODUCTION

1.1. Definitions

- Backflow – the undesirable reversal of flow of liquid, gas or other
- Backflow Preventer – an assembly, device, or method that prev
- Cross-Connection – an actual connection or a potential connecti
- potable water system and any other environment that would a
- potable water system.
- Cross-Connection Control – a program to eliminate cross-connec
- causing a public health threat.
- Cross-Connection Control Survey – the review of the plumbing
- existence of potential or actual cross-connections and to assess
- protected and unprotected cross-connections.



- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow
- Restaurant equipment connected to water supply with missing
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow p
- Chemical mixing systems in janitorial closets with missing backf

2. PROJECT WORK PLAN

2.1. Purpose of a Cross-Connection Control Program

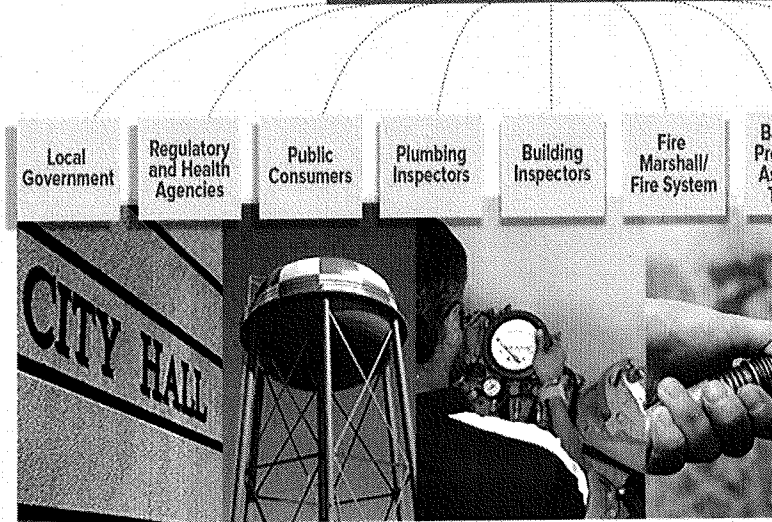
- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection consultation to the **Village of Colfax**
- Developing a written comprehensive Cross-Connection Control
- Routinely inspecting water customers for cross-connections or
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action in
- Providing water customer non-compliance status to the water r
- Providing public education.

2.3. Stakeholders

CROSS-CONNECTION CONTROL PROGRAM STAKEHOLDERS



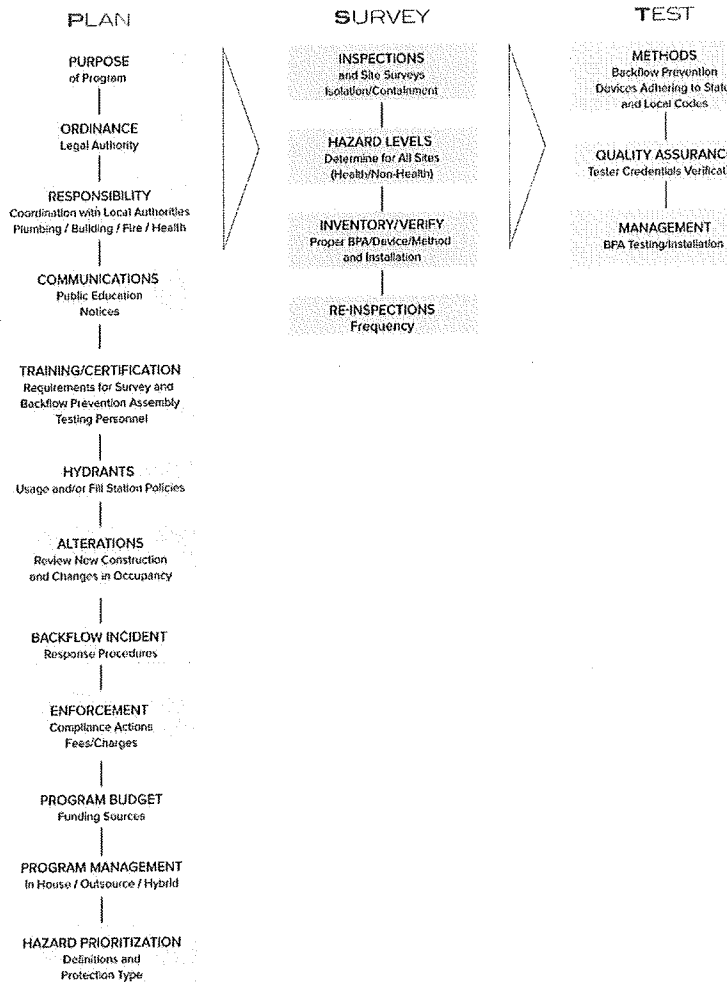
HydroCorp strives to maintain a good working relationship and clearly defined Cross-Connection Control Program with all of the above stakeholders. Our relationship with the community and with regulatory agencies is an extension of our commitment to public safety. HydroCorp has maintained an excellent working relationship with local government and building officials, health inspectors and others in order to provide a better understanding of the impact of a Cross-Connection Control program, reduce the risk of contamination of the drinking water supply from cross-connections.

2.4. Cross-Connection Control Plan Components

MUNICIPAL CROSS CONNECTION

COMPLIANCE = P I S T I D

Typical Program Components



3. CROSS CONNECTION INSPECTION PROCESS

3.1. Inspections/Surveys

The water connections and plumbing systems of all water customers shall be inspected for the presence of cross connections. As a result of the inspection, a record of each account shall be established.

Inspections shall consist of entering a facility from the point where the water enters (usually the meter) and tracing the piping to each end point of use. During the inspection, the inspector shall identify and note the location and nature of all water connections, location and details of backflow prevention devices & program information. Inspectors having proper identification shall be granted access to the building/premises at reasonable times for the purpose of cross connection inspections. If an inspector is refused proper access or if customer plumbing is untraceable, the inspector shall determine if a cross connection is present and take the necessary action to ensure the system is protected.

The highest priority for inspections shall be placed on facilities that have a high probability that backflow will occur, or are known/suspected to have a cross connection.

Once initial inspections are complete, a re-inspection frequency shall be established based on the degree of hazard/risk and potential for backflow in accordance with the Village of Calfax Cross-Connection Control Plan. Accounts with a high degree of hazard/risk shall require DNR Approval in writing. If requested, HydroCorp will develop a re-inspection schedule on behalf of the water utility and submit to DNR for approval.

3.2. Definitions

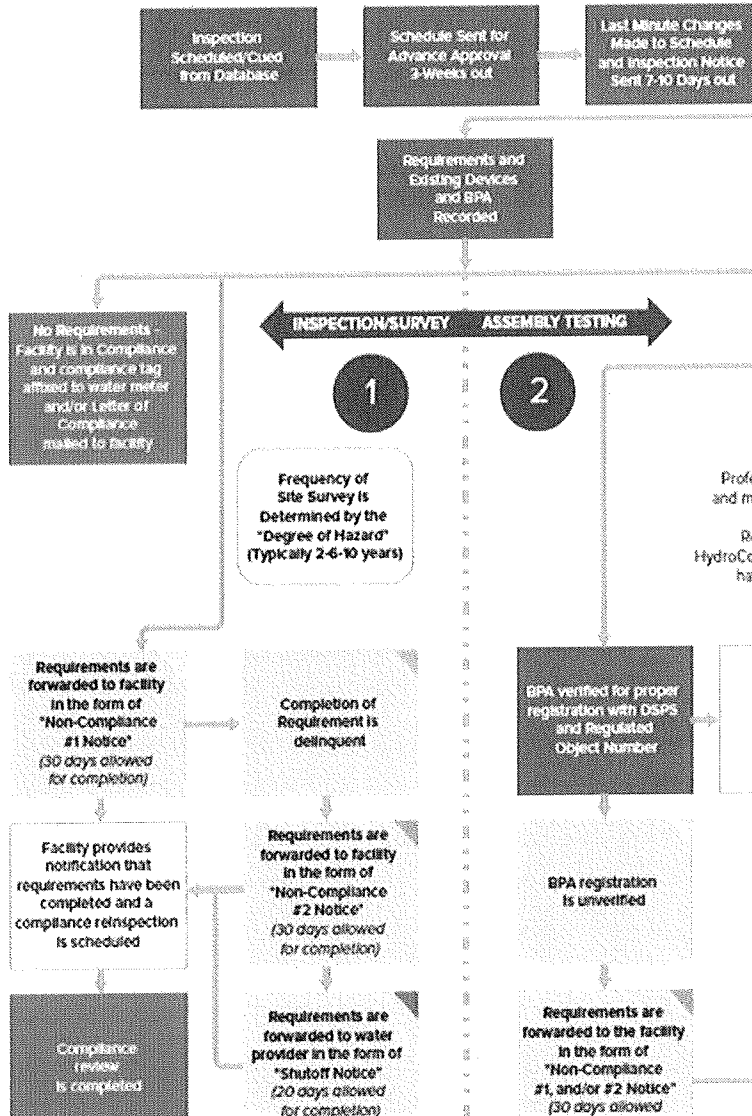
- Initial Inspection – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during the inspection. Degree of Hazard will dictate future re-inspection frequency/schedule (compliant or non-compliant after this inspection).
- Compliance Inspection – subsequent visit by a HydroCorp representative to verify that a facility is compliant during the Initial Inspection to verify that corrective actions have been taken to meet the program requirements.
- Re-Inspection – Revisit by a HydroCorp representative to a facility that was found to be non-compliant during the Initial Inspection. The re-inspection frequency/schedule is based on the degree of hazard/risk.

3.3. CCC Program Process

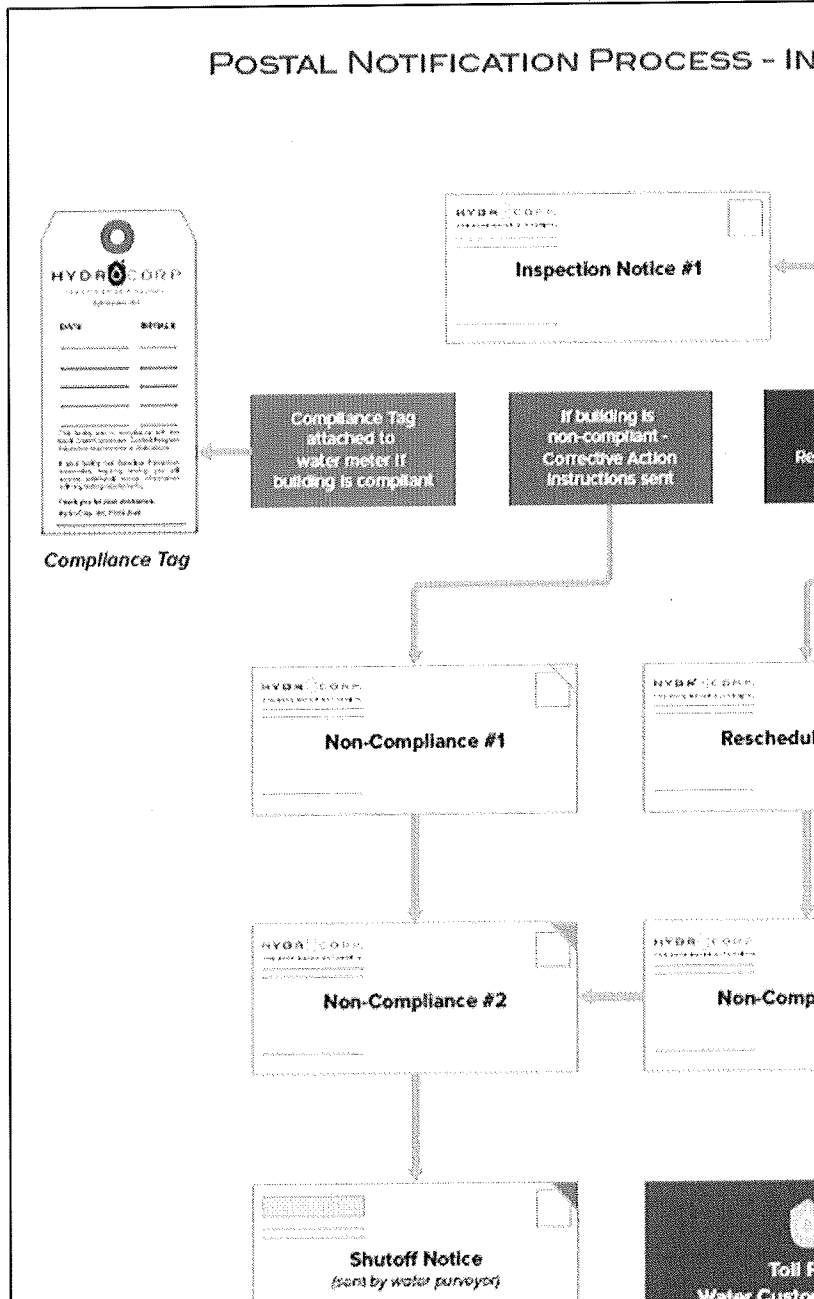
CROSS-CONNECTION CONTROL (CCC) PROGRAM FLOWCHART

Two (2) Main Components of CCC Program

1. Site Survey/Inspection
2. Compliance with State Plumbing Code Chapter SPS 382.41 and Local Cross Connection



3.4. Postal Notification Process - Inspections



4. WATER CUSTOMER CARE AND ADMINISTRATION PROGRAM

4.1. Program Data

The most critical element of a Cross-Connection Control Program is data, the Cross-Connection Control program will experience customer reporting issues and also result in field survey inefficiencies.

4.2. Database Software

HydroCorp utilizes a proprietary software program – HydroSoft™ to store Cross-Connection Control Program data. All program data captured shall remain the property of HydroCorp. All of our Client Data is secured on our Application Server, which is protected by a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance
- Custom queries, data exports and reports as needed
- DNR Annual Report

4.3. Information Technology (I/T)

HydroCorp has a dedicated team member responsible for Information Technology for internal (staff) needs as well as external (client) communication. We also have a dedicated person responsible for new client start up and data entry to insure we have the most accurate information possible at any given time.

We have continually invested in both hardware infrastructure (Network Routers, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to improve our workplace and to improve customer service and assist in lowering our costs. We have a contracted service agreement with a local I/T Company that provides regular maintenance and monitors our infrastructure/servers for optimum performance.

4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is protected by a Software Firewall. The Application Server is backed up twice a day. Backups are created and stored at 3 separate locations. 3 of the 5 backup copies are on the application server itself, one is on our File server, and one is backed up to an external storage device.

4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control topic should remain in the community spotlight. HydroCorp will participate/present at a town hall/public meeting engagement if requested. Information will be offered in digital format to the Village of Colfax media resources & website if requested. Further, public education materials in electronic format for download and can be posted on the Village of



Further Public Education resources including brochures and video for
<http://www.hydrocorpinc.com/resources/links/>

5. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services. This project is a continued effort for an ongoing Cross-Connection Control Program in Colfax with the necessary data and information to maintain compliance with the Wisconsin Natural Resources (DNR) Water Bureau Cross Connection Control Regulations. Once approved and accepted by the Village of Colfax and HydroCorp, you may elect to include elements within a two (2) year period. The components of the project include:

- A. Perform inspections of up to 62 Residential water services within the service area to identify supply for cross-connections. Compliance follow up visits shall be conducted and included in the total inspections.
- B. Inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control Regulations. Inspectors will survey exposed piping and utilize Isolation Valve Surveying as supported by the State of Wisconsin Plumbing Code – SP-1000.
- C. HydroCorp will document existing backflow prevention devices and assemblies, as well as installation and/or suggest corrective actions if devices and/or assemblies are not in compliance with cross-connections. Documentation to include make, model, size, manufacturer, and regulated object number if applicable. In lieu of surveying residential services, an educational brochure will be provided as allowed by DNR regulation NRS 10.09(2)(b).
- D. Notify each building owner prior to each inspection via postal letter with a copy of the time of inspection via the Hydro Designs Inc. Provide ongoing support and answer any questions via the Hydro Designs Inc. WI office toll free 800# phone line.
- E. Online Appointment page for water customers to make their own appointments.
- F. Provide Water Utility and building owner with a detailed corrective action report. At the facility, in most cases, water utility personnel can perform effective follow-up.
- G. Perform administrative functions including: answering water user telephone calls, inspections, mailing of all notices, verification of corrective action(s) reported, and service and program education inquiries by an individual trained in Cross-Connection Management.
- H. Generate and document the required program data and compliance reports for the Cross-Connection Management Program. Submit comprehensive management reports to the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Report.
- I. Conduct an annual review meeting to discuss overall program status and future plans.

PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and
Compliance/follow up inspections and administration related to compliance/

PRICING:

_____ Initial Inspections of 34 Residential services connections and an overview
including follow up compliance inspections.

_____ \$4296.00 dollars.

HydroCorp will invoice monthly in equal installments upon receipt of signed contract

Submitted by: HYDROCORP- MIDWEST REGIONAL OFFICE- 2665 S MOORLAND

Craig Wolf | 612-850-8939 | cwolf@hydrocorpinc.com

Accepted by:

X _____

Village/Utility Representative (Signature)

Printed Name / Title

6. BACKGROUND

6.1. The HydroCorp Promise

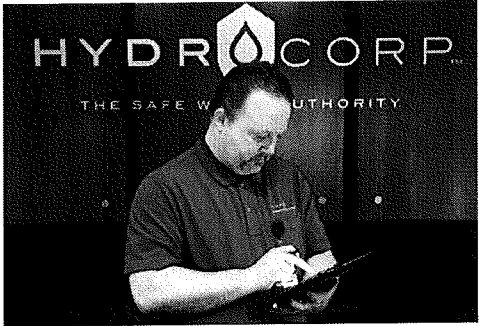
HydroCorp is the Safe Water Authority.™ It is our duty to provide the most comprehensive technical services in the industry. It also means delivering the highest quality knowledge, professionalism, and sensitivity to budgets and schedules. Our commitment to safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure to contamination of your people – are protected.

6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 full-time employees in 15 states. Average tenure with the company is 7 years and employees are highly trained.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Program Inspections annually.
- HydroCorp provided Cross-Connection Control Program Management for 15 communities in several states including: Michigan, Wisconsin, Illinois, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to provide the best service and keep program costs affordable. We have a detailed system of quality control. Our field inspectors follow in order to meet productivity and quality standards.
- Our municipal inspection team is committed to providing outstanding service to our water users in each of the communities we serve. We teach and train our customers in addition to the technical skills since our team members act as role models for the communities that we service.
- Our municipal inspection team has attended training classes and seminars including the following recognized Cross Connection Control Programs: UF TAP, Florida Cross Connection Control Foundation for Cross Connection Control and Hydraulic Research Institute, and Water Association (ABPA), and American Society for Sanitary Engineering (ASSE). Our internal and external training with our team members to ensure the highest quality of service. Administrative team member has the skills and abilities to meet the needs of our customers.
- Our administrative staff can answer most technical calls related to cross connection control.

6.3. Office Address & Contact Information

Regional Office:	HYDROCORP – MIDWEST OFFICE 2665 S MOORLAND RD SUITE 209 NEW BERLIN WI 53151
Contact:	Craig Wolf
Telephone:	612-850-8939
Email:	cwolf@hydrocorpinc.com
Corporate Office: (Remit to Address)	HYDROCORP – CORPORATE OFFICE 5700 CROOKS ROAD SUITE 100 TROY MI 48098
Telephone:	800.690.6651 or 248.250.5000
Legal Status:	S-Corporation, 1988 E.I.D. 38-2810008
	 <p>The image shows the HydroCorp logo at the top, which consists of the word 'HYDROCORP' in a bold, sans-serif font with a stylized water drop icon above the 'O'. Below the logo is the tagline 'THE SAFE WATER AUTHORITY'. In the foreground, a man in a dark polo shirt is looking down at a tablet device he is holding in his hands.</p>

7. PROJECT REFERENCES

- a) City of La Crosse, 400 La Crosse St, La Crosse, WI 54601 | Mark johnsonm@cityoflacrosse.org | 608- 789-7536
- b) City of Prescott, 800 Borner St. Prescott, WI 54021 | Hank Zw hzwart@prescottcity.org | 715-262-5544
- c) Sturgeon Bay Utilities, 230 E. Vine St. Sturgeon Bay, WI 53235-

8. PROJECT TEAM QUALIFICATIONS

Gary McLaren | *New Program Development/Training Coordinator -Midwest*

Gary is responsible for Cross-Connection classes and new Cross Connection development in the Midwest Region. Since 2004 at HydroCorp, he was responsible for identifying hazards and deficiencies and determining proper recommendations for cross-connection control programs in Wisconsin. He also generated inspection reports and recommendations for over 3,000 individual facility surveys of cross-connections. His work has been focused on coordinating and instructing various Cross Connection Control Programs in the Midwest in addition to developing new Cross Connection Control Programs around the region.

- Conducted Cross-Connection Surveys –45 North American Large Cities
- Certification MDEQ (Michigan) Advanced Cross-Connection Control
- Cross-Connection Control Program Manager –WI Region; 25 Water Utilities
- Multiple published articles in Public Water System periodicals (WRWA Magazine winter 2011,2013)
- Annual participant & past presenter at annual WWA Conference 2015
- Instructor at DNR class on Cross Connection Control – Green Bay
- Lead Instructor with Wisconsin Rural Water Association Cross Connection Control Statewide, 2009 -2014 (12 full day courses annually)
- Lead Instructor with Minnesota Rural Water Association Cross Connection Control 2010 and 2013
- ASSE #5150 Certified Backflow Prevention Program Administrator
- ASSE #5120 Certified Cross Connection Control Surveyor
- Vice Chairperson – Wisconsin Water Association Education Committee

Scott Mitchell | *Operations Manager, Midwest Region - Municipal Division*

Scott has been with the HydroCorp team since 2011 and inspecting plus performing a Cross-Connection Surveyor, Scott has completed cross-connection inspections on commercial and industrial facilities. He currently oversees operational and maintenance of cross-connection control programs in the HydroCorp Midwest Region.

DAVE CARDINAL | *Vice President Municipal Division*

Dave has over twenty years' experience as a water professional and has accomplished in the cross-connection control industry. Experienced management, developing and conducting employee education and training, instructing State certified education and training classes, quality assurance satisfaction. Experience, Training, Certifications:

- American Backflow Prevention Association (ABPA), MI Chapter,
- American Society of Sanitary Engineering (ASSE) Series 5000 Professional
- American Society of Sanitary Engineering (ASSE) Standard #5111 - Assembly Tester and Standard #5120 - Surveyor | Certification #
- Michigan Certified Backflow Prevention Assembly Tester Certification #MPMCA-26905
- Dale Carnegie – Management Training for Managers 2005
- University of Florida – TREEO Center
 - Cross Connection Control: Survey and Inspection 2003
 - Cross Connection Control: Ordinance and Organization
 - Cross Connection Control Program Manager 2003
- University of Southern California Foundation for Cross-Connection Research – Backflow Prevention Assembly Tester, 1997

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this March 1st 2021 by and between [redacted] organized and existing under the laws of the State of Wisconsin, referred to as "Utility" and [redacted] Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate territory and desires to enter into a professional services contract for cross connection control program management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional services for water distribution systems and cross connection control program management to the Utility. The Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program management services.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp to inspect and document its findings on its potable water distribution system in [redacted] facilities within the community. Each party to this Agreement agrees that it will [redacted] other, its agents, and subcontractors to facilitate the performance of the mutual Agreement. Both Parties to this Agreement recognize and acknowledge that the [redacted] complete and accurate, yet due to the inaccessible nature of water piping or due to [redacted] users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement includes [redacted] inspections/surveys, program administration, answering telephone call inquiries, [redacted] compliance review, public education materials, preparation of quarterly management reports and cross connection reports with respect to the facilities to the extent specifically set forth in the "Scope of Services"). Should other reports/services be included within the Scope of Services, they shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a meeting for the Cross-Connection Control/Backflow Prevention Program. Items to be discussed include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control/Backflow Prevention Program

- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facilities inspection procedures including supplemental information/notification that must be provided by all facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections of individual industrial, commercial, institutional facilities and miscellaneous facilities served by the public water supply for cross-connections. Inspections will be performed in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Program.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. Degree of Hazard will be assigned and/or verified (Degree of Hazard will dictate future re-inspection frequency/schedule for compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to verify that corrective actions meet the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was found non-compliant. The re-inspection frequency/schedule is based on the degree of hazard assigned during the initial inspection (two, six or ten year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. HydroCorp personnel will check in/out on a daily basis with the Utility's designated personnel. The inspection schedule will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data listed in the Scope of Services using the HydroCorp Software Data Management System. The data shall remain property of the Utility; however, the HydroCorp Software Data Management System shall remain the property of HydroCorp and can be purchased for an additional fee.

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing
- Monitor inspection compliance using the HydroCorp online software (The Wisconsin Department of Safety & Professional Services (DSPS) manages backflow prevention notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in a downloadable format on a quarterly & annual basis to the Utility. The reports will include the following information:

- Name, location and date of inspections

- 2.7 VACUUM BREAKERS. THE VILLAGE** will provide up to six (6) ASSE approved anti-frost hose bibb vacuum breakers per facility as required, in order to ensure compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a public relations program including general awareness brochures and website cross connections information.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text or email during the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Residential
- 2.11 INSPECTION TERMS.** HydroCorp will perform (34) initial surveys a total of 34 initial surveys over a (2) year contract period. The total inspections include all initial inspections of *Vacant facilities that have been provided to HydroCorp, scheduled no site visits will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATION.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code of Natural Resources requirements for all residential facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention devices. Documentation will include: location, size, make, model and serial number.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and reporting services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year end review of the overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide a series of cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability insurance including errors and omissions insurance naming the Utility as an additional insured.

ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence, the Utility shall designate an authorized representative ("Authorized Representative") to act on behalf of the Utility.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations, including inspection and testing, and shall pay for any capital improvements needed to bring the delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of the prosecution of any actions, claims, suits, administrative proceedings, investigations, or other proceedings in connection with this Agreement, the party receiving such notice or undertaking such proceedings shall give the other party timely notice of such proceedings and will inform the other party of the results regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facility information including facility name, type of service connection, address, contact person, and phone number. *File format such as Microsoft Excel, etc. is required. An additional one-time fee of \$80.00 per hour will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be requested and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file of the Utility's letterhead and all envelopes for the mailing of all official program correspondence and other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on 2021 and end two (2) years from such date, unless this Agreement is renewed or extended herein. The terms of this Agreement shall be valid only upon the execution of this Agreement (90) days of its receipt. Failure to execute this Agreement within the nine (90) days proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew the terms of this Agreement for two (2) consecutive one (1) year periods. Base rate shall be equal to CPI at the time of extension or 3%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time during the initial and renewal terms of this Agreement, with or without any cause, by giving written notice to terminate to the other party at least thirty (30) days prior to the effective date of termination. Intent to terminate shall be given in writing by personal service, by an authorized agent, or by return receipt requested. The Utility shall pay the balance of any outstanding invoices to HydroCorp.

made within thirty (30) calendar days after the due date, HydroCorp, shall re (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests an additional work or services involving the consulting, management, operation of the Utility's water delivery system where such services or work exceeds or is not contemplated under this Agreement, HydroCorp shall be provided additional work within 30 calendar days from the date of notice of such additional work or services, the amount shall be an equitable sum for additional compensation. This amount shall be added to the time of change in scope. Changes in the Scope of Service include, but are not limited to, any service by the Utility or additional costs incurred in meeting new or changed reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility in business practices and other methods and forms of doing business is subject to the Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, received, or related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law under this Agreement should not be limited by copyright, license, privacy and/or other restrictions under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be complete and accurate. Information (i.e. data plate, brass tag, etc.) is accessible and visible from the ground level platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information provided to them is complete to the best of their knowledge, yet due to the inability to access certain areas due to lack of access provided by property owner/water user, complete accuracy cannot be guaranteed. Cross-connection control inspection and results are documented as of a certain date and/or water user may make modifications to the potable water system that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, injury, kind or nature caused directly or indirectly by the performance or non-performance under this Agreement shall be limited to general money damages in an amount not to exceed the limits of the insurance coverage provided hereunder. HydroCorp shall not be liable for consequential damages, including but not limited to, loss of profits, loss of business, or other damages based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following

to the Utility while this Agreement is in effect. The Utility shall be named to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an annual basis to provide coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor, not one of employment. None of the employees or agents of HydroCorp shall be deemed to be employees of the Utility. For the purposes of all state, local, and federal laws and regulations, HydroCorp shall retain full management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire agreement between HydroCorp and HydroCorp, and supersedes all prior or contemporaneous contracts, understandings, or agreements. This Agreement may be modified only by a written agreement signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement shall not in any way affect the meaning or interpretation of this Agreement. Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to this Agreement shall not be construed as a waiver of its rights to enforce such provisions of this Agreement.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the written consent of the other unless such assignment shall be to the affiliate or successor of the party making the assignment.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if the party is unable to perform because of actions due to causes beyond its control, not limited to, Acts of God, the acts of civil or military authority, loss of power, fire, contamination, floods, quarantine restrictions, riot, strikes, commercial terrorism, bombing, and all such interruptions of business, casualties, events, or circumstances beyond the control of the party obligated to perform, whether such other causes are similar or dissimilar, to any of the foregoing. In the event of any such force majeure event, the party shall promptly notify the other party of the existence of such force majeure event and shall continue performance of its obligations under this Agreement upon the termination of the force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has the authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed under the laws of the State of Wisconsin, regardless of the fact that any of the parties may become a resident of a different state or jurisdiction. Any suit or action arising out of or in connection with this Agreement shall be brought in the court of competent jurisdiction within the State of Wisconsin, venue by the presiding court. Each party consents to the personal jurisdiction of said court within the State of Wisconsin.

If to HydroCorp:

HydroCorp
c/o Craig Wolf
5700 Crooks Road, Ste. 100
Troy, MI 48337
(612)850-8939

If to Utility:

Village of Colfax
613 Main St
Colfax, WI, 54730

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

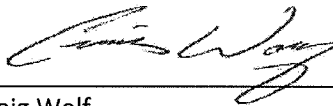
IN WITNESS WHEREOF, the parties have duly executed this Agreement and the same is hereby written.

Village of Colfax

By:

Title:

HydroCorp



By: Craig Wolf

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Program Management & Training is the main core and focus of our organization. We are committed to providing water utilities and local communities with a cost effective cross connection control program in order to assist in protecting the public water

- HydroCorp conducts over 30,000 Cross Connection Control Inspections a
- HydroCorp tracks and manages over 35,000+ backflow prevention assem base.
- Our highly trained staff works in an efficient manner in order to achieve n program costs affordable. We have a detailed **system** and **process** that e follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding cus in each of the communities we serve. We teach and train customer servi technical skills since our team members act as representatives of the com
- Our municipal inspection team has attended training classes and received recognized Cross Connection Control Programs: UF TREEO, UW-Madison, Connection Control and Hydraulic Research, American Backflow Preventio Society for Sanitary Engineering (ASSE). HydroCorp recognizes the import Development and Learning. We invest heavily in internal and external trai ensure that each Field Service and Administrative team member has the s needs of our clients.
- We have a trained administrative staff to handle client needs, water user c calls in a professional, timely and courtesy manner. Our administrative sta calls related to the cross connection control program and have attended b training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associ Water Association, State Rural Water Associations, National AWWA, State committed to assisting these organizations by providing training classes, se area of Cross Connection Control.

2/19/2021

9:59 AM

Reprint Check Register - Quick 1

POOLED CHECKING ACCOUNT

Posted From: 2/08/2021 From Account:
Thru: 2/21/2021 Thru Account:

Check Nbr	Check Date	Payee
77001	2/12/2021	AMERICAN DIVERSITY
77002	2/12/2021	ARAMARK UNIFORM SERVICE, INC
77003	2/12/2021	ASSESSMENT TECHNOLOGIES
77004	2/12/2021	AYRES ASSOCIATES
77005	2/12/2021	BAUMAN ASSOCIATES
77006	2/12/2021	BLUE RIBBON AWARDS
77007	2/12/2021	BROAD REACH
77008	2/12/2021	CARLTON DEWITT
77009	2/12/2021	CBS SQUARED, INC
77010	2/12/2021	CENAGE LEARNING INC/GALE
77011	2/12/2021	CITY OF EAU CLAIRE FIRE & RESC
77012	2/12/2021	CITY OF MENOMONIE INTERCEPT
77013	2/12/2021	COMMAND CENTRAL
77014	2/12/2021	COMMERCIAL TESTING LAB
77015	2/12/2021	CRAMER CONSULTING, LLC
77016	2/12/2021	DIGGERS HOTLINE
77017	2/12/2021	DUNN ENERGY COOPERATIVE
77018	2/12/2021	DUNN ENERGY COOPERATIVE
77019	2/12/2021	EHLERS
77020	2/12/2021	EXPRESS MART
77021	2/12/2021	GEORGE ENTZMINGER
77022	2/12/2021	HUEBSCH
77023	2/12/2021	HYDROCORP
77024	2/12/2021	JOHNSON ROLL-OFF SERVICE, LLC
77025	2/12/2021	LOGMEIN COMMUNICATIONS, INC
77026	2/12/2021	MAYO CLINIC
77027	2/12/2021	MENARDS-EAU CLAIRE

2/19/2021

9:59 AM

Reprint Check Register - Quick R

POOLED CHECKING ACCOUNT

Posted From: 2/08/2021 From Account:
Thru: 2/21/2021 Thru Account:

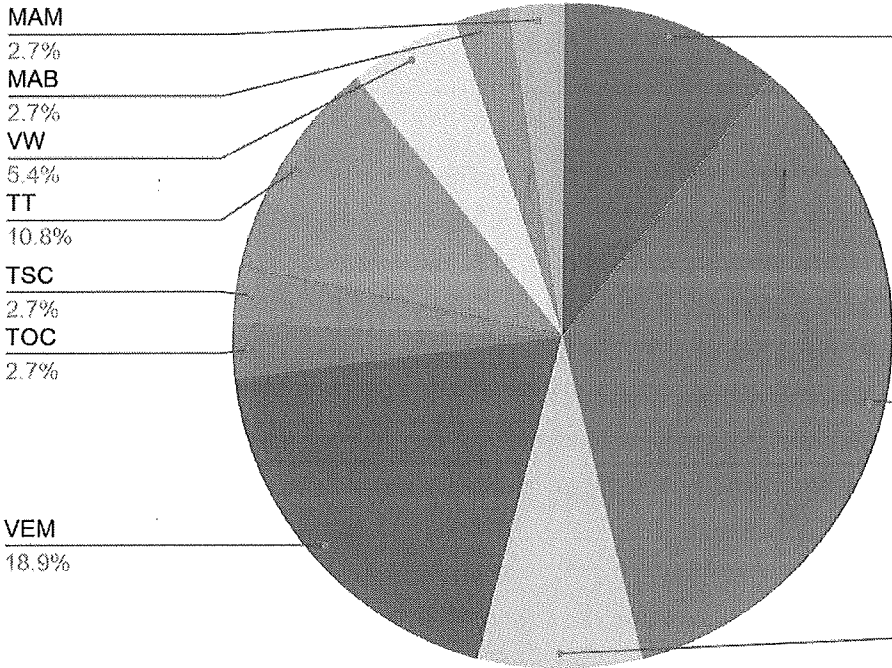
Check Nbr	Check Date	Payee
77034	2/12/2021	VIKING DISPOSAL, INC
77035	2/12/2021	WATER CARE SERVICES
77036	2/12/2021	WI DEPT OF JUSTICE-TIME
77037	2/12/2021	ZEMPEL APPRAISAL SERVICE
77038	2/16/2021	CAFE II COFFEE SHOP & BAKERY
77040	2/16/2021	A LITTLE SLICE OF ITALY
77041	2/19/2021	CHIPPEWA VALLEY TECH COLLEGE
77042	2/19/2021	COLFAX SCHOOLS
77043	2/19/2021	COLFAX SCHOOLS
77044	2/19/2021	DUNN COUNTY TREASURER
EFTPS	2/18/2021	EFTPS-FEDERAL-SS-MEDICARE
WIDOR	2/15/2021	WI DEPARTMENT OF REVENUE
WIDOR	2/18/2021	WI DEPARTMENT OF REVENUE
AMAZON	2/15/2021	AMAZON.COM
BREMER	2/11/2021	CARDMEMBER SERVICE
WIDCOMP	2/18/2021	WISCONSIN DEFERRED COMPENSATION
PRINCIPAL	2/16/2021	PRINCIPAL LIFE INS. CO.
WEENERGIES	2/18/2021	WE ENERGIES
WEENERGIES	2/18/2021	WE ENERGIES



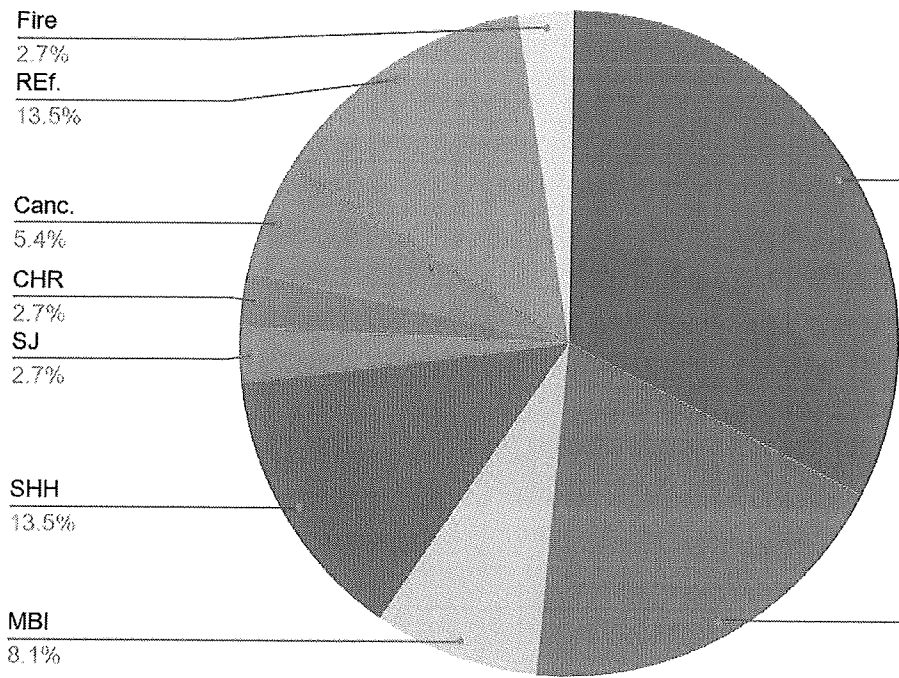
Colfax Rescue
 614C Railroad Ave.
 PO Box 417
 715*303*3049
dknutson@colfaxrescue.us

January 2021 Report.

Municipalities Responded to Receiving Facilities:



Town of Colfax	4	MCHS Eau Claire	1
Village of Colfax	13	MCHS Menomonie	7
Town of Elk Mound	3	MCHS Bloomer	3
Village of Elk Mound	7	HSHS Eau Claire Sacred Heart	5
Town of Grant	0	HSHS Chippewa St. Joes	1
Town of Otter Creek	1	Colfax health and Rehab	1
Town of Sand Creek	1	Cancelled	2



Fleet:

	Maintenance	Mileage	Hours	Monthly fleet op
M7	0	955	26	
M8	0	455	15	
Total	0	970	41	

CRS Notes:

- ❖ CRS is switching from Microsoft Office 365 to Google Workspace. We want to ensure our security and to be more H.I.P.A.A. compliant. So bear with me as we transition.
- ❖ January Training was on Autism taught by the Chippewa Valley Autism Center.
- ❖ Covid numbers have declined. While virulent strains are appearing. We believe masks are still our best solution to winning against COVID-19. Unfortunately in the area all I can say is be patient.
- ❖ On the Vaccine Front almost 80% of the EMT's at CRS are vaccinated.

Late Sunday Oct 11th I was
transported to Mayo by your EMT's.
They no doubt saved my life as
I had a severe heart attack.

The EMT's treated me saving
me.

Enclosed a small token of my
appreciation thank you!!!

Robert R Nelson
715-556-1341

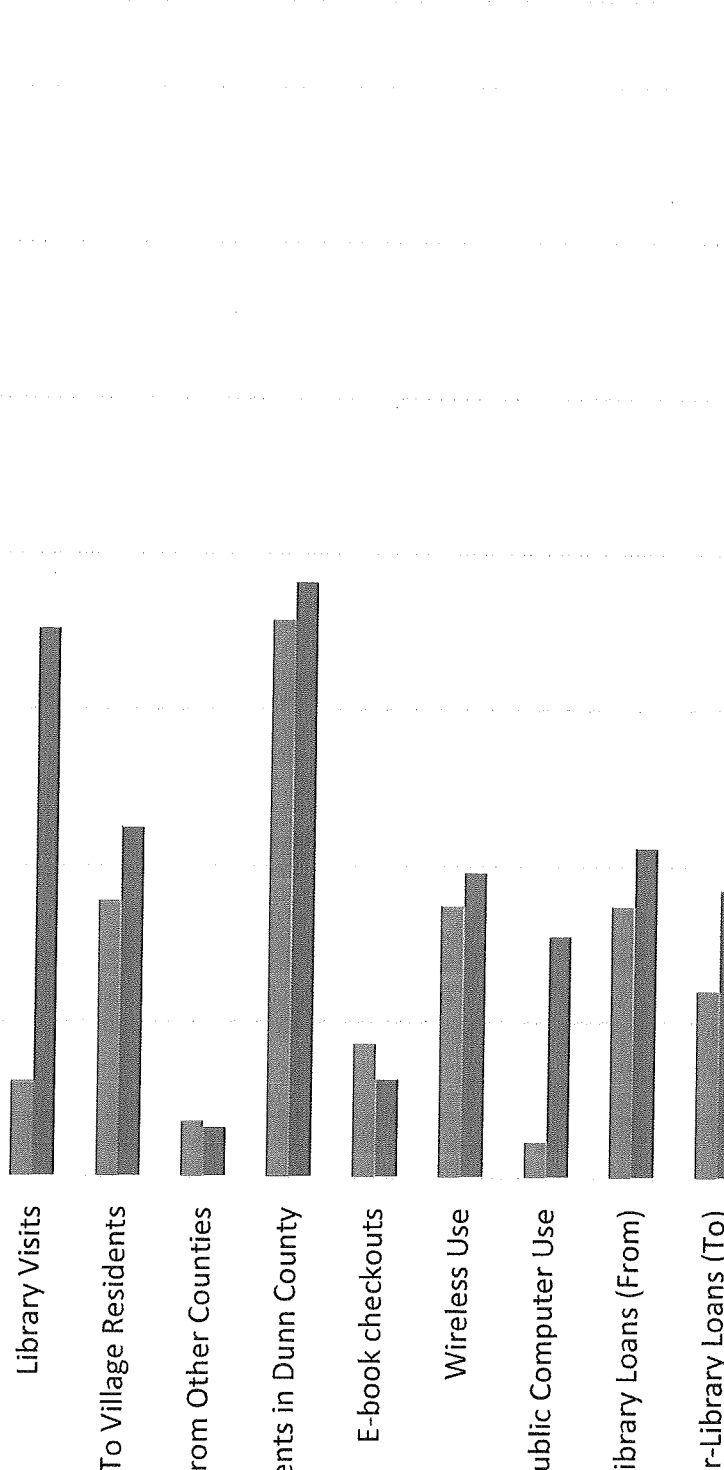
ks for all that you
the community!

Lorene Vedder

Lorene Vedder
Robert Nelson
Janet Nelson



Library Circulation Trends (Comparison Between 2020 and 2019)





2921 Ingalls Road
Menomonie, WI 54751

Activity Report

Village of Colfax

	Date	Customer	Service
<input type="checkbox"/>	1/25/2021	Kositzka	Permit Issued

Weber Inspection

2921 Ingalls Road, Menomonie, WI 54751 715

Building Permits

Village of Colfax

Date 1/25/21

Issued to: Brandon Kositzka

Address: 706 Pine St. , Colfax Wis. 54730

Project: Replace existing front deck.

Permits Issued:

Inspections:



Yes

	Cost
Construction	\$90.00
HVAC	
Electrical	
Plumbing	
Foundation	

Phase
Footing
Foundation
Basement Drain
Construction
Plumbing

**Administrator-Clerk-Treasurer
February 19, 2021**

Election- Spring Primary Election.

The Village of Colfax had 102 votes cast on Election day.
Total registered voters in Colfax 694 on Election Day.
53 paper ballots votes and 49 electronic ballot votes.
Our percentage of turnout was 14.6974%

Thank you to the election workers for

Public Letter of Concern – I have attached an email from Ju facts regarding the Election process and steps that each muni ensure that all equipment is properly counting ballots for each references which you can use to assist with some concerns yo

February 23 – 26, 2021 – Online audit will take place these th during these three days, the auditor will request to either cond Board member at whatever location they would prefer or I can at Village Hall to have the online meeting with the auditors. Pl will be unavailable during this period of time.

Ryan Strzok started working part-time for the Village of Colfax patrol officer. When Jacob Pake resigned, Ryan began the ful of December. Please welcome Ryan when you see him aroun evening and some weekends.

Lynn Niggemann

From: Wathke, Julie <jwathke@co.dunn.wi.us>
Sent: Friday, February 19, 2021 11:18 AM
To: Lynn Niggemann
Subject: Equipment

This is some of the info I used to respond to some. Use as you like. I quick

Voting Equipment may be accredited by the U.S. Election Assistance Comm by the Wisconsin Elections Commission, but EAC certification is not required in Wisconsin. Wisconsin Act 261 of 2015 eliminated the requirement that all Wisconsin be accredited by the EAC and the WEC is able to approve system process.

All equipment used in the State of Wisconsin is tested publically prior to each election by Section 7.08(6), Wis. Stats, following the November general election, the WEC is required to direct an audit of each voting system used in the state to determine if counting ballots that are validly cast by electors. The audit consists of two independent counts: a hand-count and a machine-count. The results of the hand-count are verified by the machine-count. The results of the machine-count are verified by the hand-count. These statewide results may be found on the WEC website at <https://elections.wi.gov/elections-voting/voting-equipment/audit->

The purpose of the audit is to ensure that voting equipment used in Wisconsin meets according to federal standards, which is 1 error in 500,000 ballots. It is not required to audit equipment prior to certification of the results. If a piece of equipment did not pass an audit (which has never happened since audits began in 2006), the Elections Commission could order the manufacturer to take remedial action (such as purchasing new equipment).

There is much unsubstantiated and false information being publically circulated about information related to Dominion Voting, use in the State of Wisconsin and for the State of Wisconsin:

<https://www.dominionvoting.com/election-2020-setting-the-record-straight->

<https://www.dominionvoting.com/election2020-setting-the-record-straight/>

<https://elections.wi.gov/node/7200>

election. These laws in the State of Wisconsin are put in place by the legis
2020 elections brought attention to several significant areas in Wisconsin S
regarding election processes and procedures. I urge you to contact your leg
clarifications to election laws in the Wisconsin Statutes.

Julie A. Wathke, CPD, WCMC
Dunn County Clerk
3001 US Highway 12 East
Suite 102B
Menomonie, WI 54751
(715)232-1677
(715)232-2534 (fax)

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communication from any computer and/or storage media. Thank you for your cooperation.