#### Village of Colfax Regular Board Meeting Agenda Monday, February 27<sup>th</sup>, 2023 7:00 p.m.

Village Hall, 613 Main Street, Colfax, WI 54730

- 1. Call the Regular Board Meeting to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Public Comments
- 5. Communications from the Village President
- 6. Consent Agenda
  - a. Regular Board Meeting Minutes February 13th, 2023
  - b. Review Statement of Bills Pooled Checking-February 13th, 2023 to February 26th, 2023
  - c. Review Statement of Bills Solid Waste & Recycling Checking- February 13th, 2023 to February 26th, 2023
  - d. Training Request none
  - e. Facility Rental none
  - f. Licenses none
- 7. Consideration Items
  - a. Hydro Corp Residential Proposal -Cross Connection Control Service March 1, 2023 to March 1, 2025 Agreement
  - b. Street Sweeping Bids to be Advertised March 8th and March 15th with Bids Due March 22nd, 2023
    - i. Any modifications needed?
  - c. Lagoon Streambank Updates/Discussions
- 8. Committee/Department Reports (no action)
  - a. ACT Report -February 24th, 2023
- 9. Adjourn

Any person who has a qualifying disability as defined by the American with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn M. Niggemann - Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962-3311 by 2:00 p.m. the day prior to the meeting so that any necessary arrangements can be made to accommodate each request.

It is possible that members of and possibly a quorum of members of the governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

#### Village Board Meeting February 13<sup>th</sup>, 2023

On February 13<sup>th</sup>, 2023, the Village Board met at the Village Hall, 613 Main Street, Colfax, WI at 7:00 p.m. Members present: Trustees M. Burcham, Davis, Jenson, Stene, Prince and Albricht. Excused: Trustee Rud. Others present included Brandon Scott with Youth Baseball Program (7:18 p.m.), Public Works Director Bates and Administrator-Clerk-Treasurer Niggemann.

#### **Minutes**

**Regular Board Meeting Minutes – January 23<sup>rd</sup>, 2023-** A motion was made by Trustee M. Burcham and seconded by Trustee Stene to approve the Regular Board meeting minutes for January 23<sup>rd</sup>, 2023. A voice vote was taken with all members voting in favor. Motion carried.

Review Statement of Bills –January 23<sup>rd</sup>, 2023 to February 13<sup>th</sup>, 2023

Review Statement of Bills Solid Waste & Recycling Checking – January 23<sup>rd</sup>, 2023 to February 13<sup>th</sup>, 2023

A motion was made by Trustee M. Burcham and seconded by Trustee Stene to approve both the Village of Colfax Statements of Bills and the Solid Waste & Recycling Bills for January 23<sup>rd</sup>, 2023 to February 13<sup>th</sup>, 2023. A voice vote was taken with all members voting in favor. Motion carried.

#### **Training Request** – None

Facility Rental - None

Licenses – Operator's License- Molly Heidorn- February 13<sup>th</sup>, 2023 to June 30<sup>th</sup>, 2023 - Synergy Co-op – A motion was made by Trustee Stene and seconded by Trustee Prince to approve the operator's license for Molly Heindorn for February 13<sup>th</sup>, 2023 to June 30<sup>th</sup>, 2023 with Synergy Co-op. A voice vote was taken with all members voting in favor. Voting Against: None. Motion carried.

#### **Consideration Items**

Permission to use the Colfax Municipal Building Image at the Menomonie Heritage Museum & Dunn County Historical Society in a Penny Machine — Menomonie Heritage Museum and Dunn County Historical Society are planning to a have a souvenir penny machine at the museum and are requesting to use the Colfax Municipal Building image as one of the historical sites. A motion was made by Trustee Stene and seconded by Trustee M. Burcham to approve the request to use the Colfax Municipal Building Image in the Penny Machine at the museum. Voting For: Trustees M. Burcham, Davis, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

Consider Ordinance Amendment 2023-01 Library Board Appointments – IFLS, International Federal Library System, has been reviewing library ordinances to see that they are consistent with the state statute requirements and have similar wording. After review of the Village of Colfax ordinance, the attached modifications in Ordinance 2023-01 were suggested. A motion was made by Trustee M. Burcham and seconded by Trustee Stene to approve the ordinance amendment 2023-01 Library Board Appointments. Voting For: Trustees Prince, Stene, Jenson, Davis, M. Burcham and Albricht. Voting Against: none. Motion carried.

Library Appointment Consideration – Abbie Hartung- The Library Board has suggested Abbie Hartung as a Village of Colfax resident Library Board member. A motion was made by Trustee Stene and seconded by Trustee M. Burcham to approve the appointment of Abbie Hartung to the Library Board. Voting For: Trustees M. Burcham, Davis, Jenson, Prince, Stene and Albricht. Voting Against: none. Motion carried.

Colfax Youth Sports Corporation- Niggemann explained that during budgeting it was discussed if the money that is contributed annually was to be part of the funds donated years ago from Whitetail. Niggemann has a call into the auditors to see if there are any records that they have. In the meantime, the Board authorized payment in 2023. A motion was made by Trustee M. Burcham and seconded by Trustee Prince to issue payment of \$1,500 to the Colfax Youth Sports. Voting For: Trustees M. Burcham, Davis, Jenson, Prince, Stene and Albricht. Voting Against: none. Motion carried.

Community Development Block Grant – Wastewater Treatment Facility Bank Stabilization Project/Desktop Monitoring Response Approval Letter Dated 02/07/2023 – Niggemann explained that in working with the US Army Corp and CDBG, through many meetings, that both organizations agreed that they would follow certain program guidelines. In the end, there was difficulty getting the information in the proper format being requested by CDBG from US Army Corp for the payroll monitoring in particular. Due to the difficulty and the time it took to get the information during the CDBG desktop monitory process, the Department of Administration has identified in the letter the labor standards records concern and wanted to confirm that the Village Board is aware that any future labor standards documentation requirements must be recognized, signed off and provided upon request by any agency that is involved with future projects. A motion was made by Trustee Stene and seconded by Trustee M. Burcham to recognize that receipt of the Department of Administration letter regarding the labor standards required documentation referenced in the letter dated February 7, 2023. Voting For: Trustees Prince, Stene, Jenson, Davis, M. Burcham and Albricht. Voting Against: none. Motion carried.

#### **Public Works Possible Consideration Items**

Computer for Public Works – Cramer Consulting has provided a cost to replace Bates computer which is greater than 11 years old. The estimate includes the hard drive; monitor and dust filter for \$1,805.15 installed. A motion was made by Trustee M. Burcham and seconded by Trustee Stene to approve the purchase of the Public Works computer at the cost of \$1,805.15. Voting For: Trustees M. Burcham, Davis, Jenson, Stene, Prince and Albricht. Voting Against: None. Motion carried.

**Update on High and Birch Street Sanitary** – Bates explained that the school had sanitary manhole lateral collapse. As work to repair began, sand and walls around the manhole continued to collapse causing three laterals to collapse. Shortly after, the Village manhole at the corner of Birch and High Street seem to stop flowing. The pipes were flushed and that corrected the flow issue, however that manhole and the High Street sanitary main needs to be repaired. This is an emergency repair and they are working to repair it as quickly as they are able.

-	A motion was made by Trustee M. Burcham ce vote was taken with all members voting in	and seconded by Trustee Stene to adjourn the meeting favor. Meeting Adjourned.	ng at 7:25
Attest:		Jody Albricht, Village President	
Attest.	Lynn Niggemann Administrator-Clerk-Treasurer		

Page: ACCT

POOLED CHECKING ACCOUNT

#### Accounting Checks

Posted From:

2/13/2023

From Account:

Thru:

2/26/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
78674	2/15/2023	AMAZON CAPITAL SERVICES	670.14
78675	2/15/2023	ARAMARK UNIFORM SERVICE, INC	206.01
78676	2/15/2023	BAUMAN ASSOCIATES	8,500.00
78677	2/15/2023	CARLTON DEWITT	387.52
78678	2/15/2023	CARLTON DEWITT	110.00
78679	2/15/2023	CBS SQUARED, INC	1,431.00
78680	2/15/2023	CENAGE LEARNING INC/GALE	51.78
78681	2/15/2023	CHIPPEWA VALLEY TECH COLLEGE	18,806.55
78682	2/15/2023	COLFAX SCHOOLS	157,856.22
78683	2/15/2023	COLFAX YOUTH BALL	1,500.00
78684	2/15/2023	COMMERCIAL TESTING LAB	245.50
78685	2/15/2023	CRAMER CONSULTING, LLC	303.95
78686	2/15/2023	DUNN COUNTY TREASURER	148,423.44
78687	2/15/2023	DUNN ENERGY COOPERATIVE	95.00
78688	2/15/2023	EXPRESS MART	54.41
78689	2/15/2023	GEORGE ENTZMINGER	100.00
78690	2/15/2023	GOTO COMMUNICATIONS INC	75.99
78691	2/15/2023	HENRY SCHEIN	268.79
78692	2/15/2023	HUEBSCH LAUNDRY CO	113.08
78693	2/15/2023	MAYO CLINIC	62.00
78694	2/15/2023	MISSISSIPPI WELDERS SUPPLY CO.	89.39
78695	2/15/2023	OFFICE DEPOT	148.15
78696	2/15/2023	ONE SOURCE IMAGING	204.97
78697	2/15/2023	POWERPLAN	974.63
78698	2/15/2023	RESERVE ACCOUNT	500.00
78699	2/15/2023	SCHILLING SUPPLY	257.83
78700	2/15/2023	SYNERGY COOPERATIVE	4,247.71
78701	2/15/2023	VIKING DISPOSAL, INC	1,698.00
78702	2/15/2023	VILLAGE OF COLFAX R.U.	200.00
78703	2/15/2023	WATER CARE SERVICES	31.50
78704	2/15/2023	ZEMPEL APPRAISAL SERVICE	1,313.18
78705	2/21/2023	CAFE II COFFEE SHOP & BAKERY	43.00
78706	2/21/2023	A LITTLE SLICE OF ITALY	23.00

2/24/2023 10:39 AM Reprint Check Register - Quick Report - ALL Page: 2 ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 2/13/2023 From Account: Thru: 2/26/2023 Thru Account:

Check Nbr	Check Date	Payee		Amount
EFTPS	2/16/2023	EFTPS-FEDERAL-SS-MEDICARE		6,039.79
WIDOR	2/14/2023	WI DEPARTMENT OF REVENUE		986.02
WIETF	2/13/2023	WI DEPT OF EMPLOYEE TRUST FUNDS		7,688.31
BREMER	2/13/2023	CARDMEMBER SERVICE		909.56
WIDCOMP	2/16/2023	WISCONSIN DEFERRED COMPENSATION		270.00
ASSURITY	2/21/2023	ASSURITY LIFE INS CO		332.36
COMPLIFE	2/14/2023	COMPANION LIFE INSURANCE		2,195.50
COMPLIFE	2/24/2023	COMPANION LIFE INSURANCE		1,097.75
TRIZETTO	2/18/2023	TRIZETTO		52.50
WEENERGIES	2/17/2023	WE ENERGIES		1,038.81
WEENERGIES	2/17/2023	WE ENERGIES		588.24
			Grand Total	370,191.58

2/24/2023 10:39 AM Reprint Check Register - Quick Report - ALL Page: 1
ACCT

SOLID WASTE & RECYCLING RU Accounting Checks

Posted From: 2/13/2023 From Account:

Thru: 2/26/2023 Thru Account:

Check Nbr	Check Date	Payee		Amount
1221	2/15/2023	DUNN ENERGY COOPERATIVE		343.00
1222	2/15/2023	JOHNSON ROLL-OFF SERVICE, LLC		12,842.65
1223	2/15/2023	LIBERTY TIRE SERVICES LLC		492.79
1224	2/15/2023	MENARDS-EAU CLAIRE		13.99
			Grand Total	13,692.43

## RESIDENTIAL PROPOSAL

**CROSS-CONNECTION CONTROL SERVICES** 

## Village of Colfax

613 Main St. Colfax, WI 54730

February 23, 2023

# KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

## HYDR OCORP.

THE SAFE WATER AUTHORITY

Cross-Connection Control /

**Backflow Prevention** 

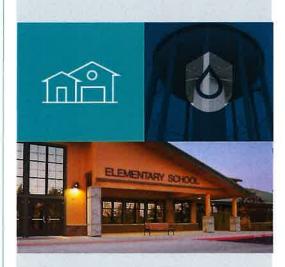
Water Meter Change Out & Installation Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance / Documentation



**CORPORATE OFFICE**5700 CROOKS RD SUITE 100
TROY MI 48098
800.315.4305 TOLL FREE
262.264.6402 PHONE

PROJECT CONSULTANT: Craig Wolf 612-850-8939 CELL cwolf@hydrocorpinc.com EMAIL

pages 11+12has cost information.



## **Table of Contents**

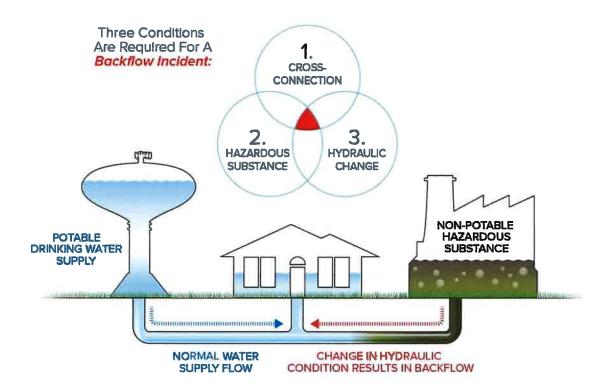
1.	INT	FRODUCTION	2
	1.1.	Definitions	2
	1.2.	Common Cross-Connection Hazards	2
2.	PR	OJECT WORK PLAN	
	2.1.	Purpose of a Cross-Connection Control Program	3
	2.2.	Meeting the Cross-Connection Control Program Objectives	3
	2.3.	Stakeholders	3
	2.4.	Cross-Connection Control Plan Components	5
3.	CR	OSS CONNECTION INSPECTION PROCESS	6
	3.1.	Inspections/Surveys	€
	3.2.	Definitions	е
	3.3.	CCC Program Process	7
	3.4.	Postal Notification Process - Inspections	8
4.	WA	ATER CUSTOMER CARE AND ADMINISTRATION PROCESS	., 9
	4.1.	Program Data	5
	4.2.	Database Software	
	4.3.	Information Technology (I/T)	<u></u> 9
	4.4.	Program Data Backup and Storage	9
	4.5.	Public Awareness Education	10
5.	EXE	ECUTIVE SUMMARY, PROJECT FEES/COST	11
6.	BA	CKGROUND	13
	6.1.	The HydroCorp Promise	13
	6.2.	Company Overview	13
	6.3.	Office Address & Contact Information	
7.	PRO	OJECT REFERENCES	14
8.	PRO	DJECT TEAM QUALIFICATIONS	. 15



#### 1. INTRODUCTION

#### 1.1. Definitions

- Backflow the undesirable reversal of flow of liquid, gas or other substance in a piping system.
- Backflow Preventer an assembly, device, or method that prevents backflow.
- Cross-Connection an actual connection or a potential connection between any part of a
  potable water system and any other environment that would allow substances to enter the
  potable water system.
- Cross-Connection Control a program to eliminate cross-connections or to prevent them from causing a public health threat.
- Cross-Connection Control Survey the review of the plumbing system to determine the
  existence of potential or actual cross-connections and to assess the degree of hazard of
  protected and unprotected cross-connections.



#### 1.2. Common Cross-Connection Hazards

- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.

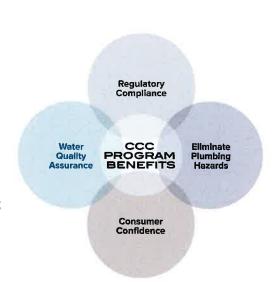


- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems 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 Plan.
- Routinely inspecting water customers for cross-connections or potential cross-connections.
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action instructions.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

#### 2.3. Stakeholders

HydroCorp recognizes that many different stakeholders will be affected by a Cross-Connection Control Program. The following chart illustrates the various agencies, internal staff and external people that have an impact on overall program success and compliance.

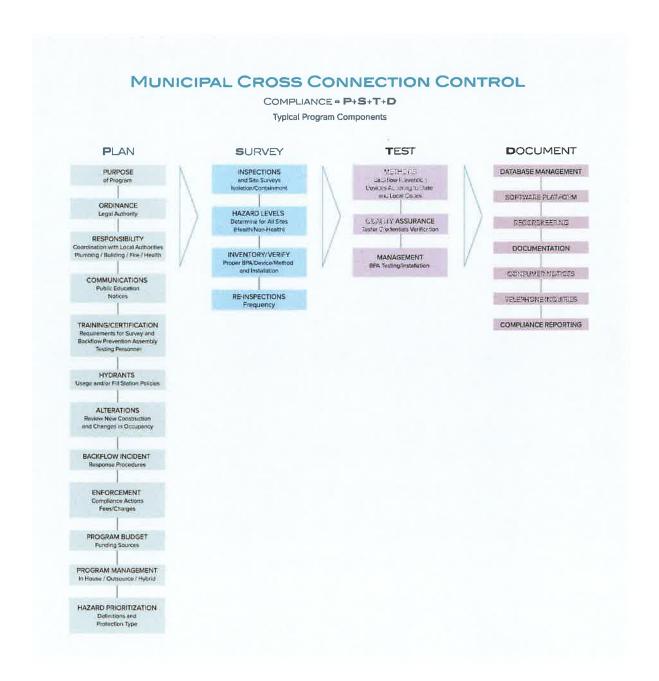




HydroCorp strives to maintain a good working relationship and clearly communicate the goals of a Cross-Connection Control Program with all of the above stakeholders. We understand that our staff interaction in the community and with regulatory agencies is an extension of your positive community image. HydroCorp has maintained an excellent working relationship with local Mayors, City Managers, plumbing and building officials, health inspectors and others in order to provide them with a simple and clear understanding of the impact of a Cross-Connection Control program, regulations and the need to protect the drinking water supply from contamination.



#### 2.4. Cross-Connection Control Plan Components





#### 3. CROSS CONNECTION INSPECTION PROCESS

#### 3.1. Inspections/Surveys

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

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices & assemblies, and other pertinent program information. Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the Village will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

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

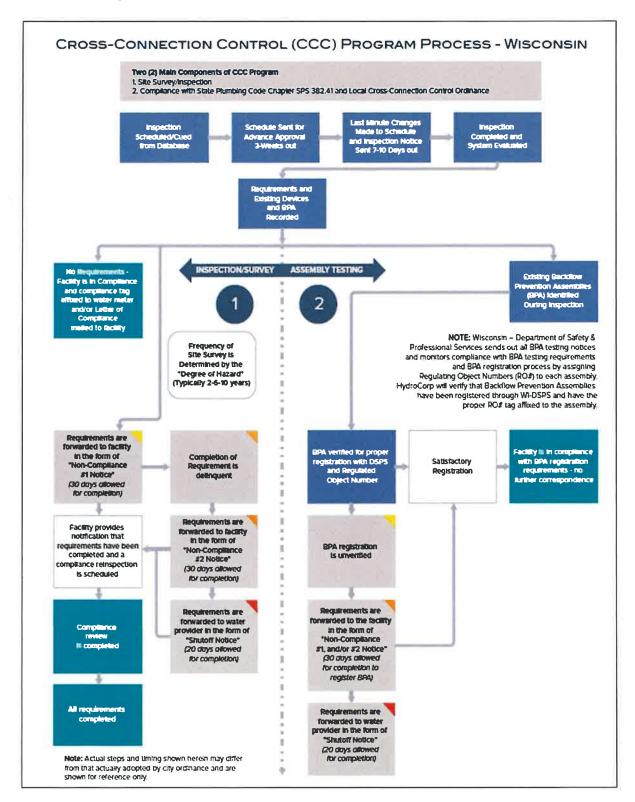
Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the Village of Colfax Cross-Connection Control Plan. Accounts with an alternative frequency will require DNR Approval in writing. If requested, HydroCorp will develop an alternative frequency inspection schedule on behalf of the water utility and submit to DNR for final 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 this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- Compliance Inspection subsequent visit by a HydroCorp representative to a facility that was noncompliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
- Re-Inspection Revisit by a HydroCorp representative to a facility that was previously inspected.
  The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility
  during the initial inspection (Re-Inspection cycle/frequency to be determined when Plan is
  developed).

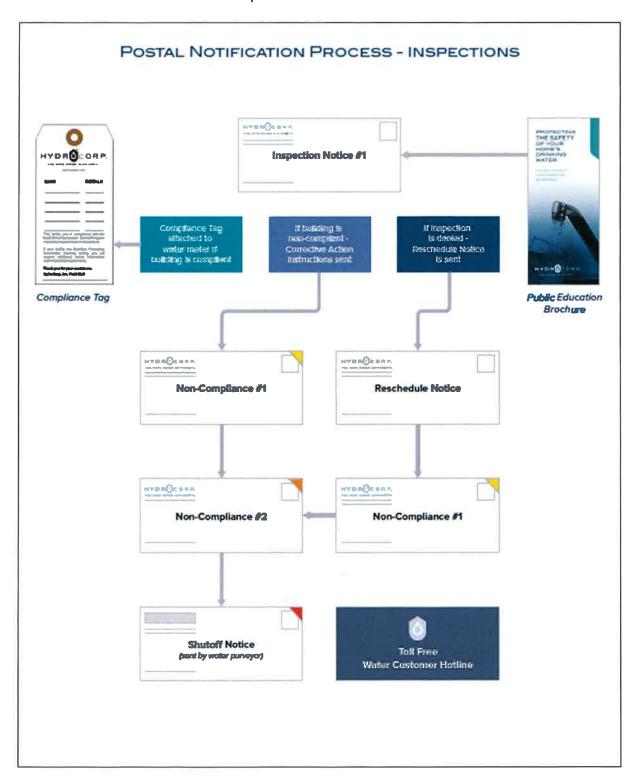


#### 3.3. CCC Program Process





#### 3.4. Postal Notification Process - Inspections





#### 4. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS

#### 4.1. Program Data

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies.

#### 4.2. Database Software

HydroCorp utilizes a proprietary software program — HydroSoft™ to manage Cross-Connection Control Program data. All program data captured shall remain the property of the Village of Colfax. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- 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 (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time.

We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

#### 4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we backup the data to our backup server located in our Corporate Office, and we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.



#### 4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control Program, Public Education on the topic should remain in the community spotlight. HydroCorp will provide a specialized speaker to participate/present at a town hall/public meeting engagement if requested. Press release information will be offered in digital format to the Village of Colfax for local distribution to local media resources & website if requested. Further, public education brochures will be available in electronic format for download and can be posted on the Village of Colfax web site.





Further Public Education resources including brochures and video files can be found at <a href="http://www.hydrocorpinc.com/resources/links/">http://www.hydrocorpinc.com/resources/links/</a>



#### 5. EXECUTIVE SUMMARY, PROJECT FEES/COST

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

- A. Perform initial inspections of (30) Residential water services and up to (38) inspections within the Village served by the public water supply for cross-connections. Compliance follow up visits shall be completed by HydroCorp and are 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/Point of Use inventory method of surveying as supported by the State of Wisconsin Plumbing Code - SPS 382.41.
- C. HydroCorp will document existing backflow prevention devices and assemblies and verify proper installation and/or suggest corrective actions if devices and/or assemblies need to be installed to prevent cross-connections. Documentation to include make, model, size, manufacturer, serial number, location and regulated object number if applicable. In lieu of surveying residential kitchens and bathrooms, an educational brochure will be provided as allowed by DNR regulation NR 810.15.
- D. Notify each building owner prior to each inspection via postal letter with opportunity to schedule a specific time of inspection via the Hydro Designs Inc. Provide ongoing support for water customer scheduling and questions via the Hydro Designs Inc. WI office toll free 800# phone line, fax, or email.
- 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 for each non-compliant facility, in most cases, water utility personnel can perform effective follow up compliance inspections.
- G. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of corrective action(s) requirements, and general customer service and program education inquiries by an individual trained in Cross-Connection Control Program Management.
- H. Generate and document the required program data and compliance status using proprietary Software Data Management Program. Submit comprehensive management reports on a quarterly basis and prepare the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Program Activity Report.
- Conduct an annual review meeting to discuss overall program status and recommendations.
- J. Assist the Village with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- K. Provide ongoing support via phone, fax, internet, text or email.



### PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and progra Compliance/follow up inspections and administration related to compliance/follow up	
PRICING:	
Initial Inspections of 30 residential services connections and an overall total including follow up compliance inspections.	of up to 38 inspections
\$3,024.00 dollars.	
HydroCorp will invoice monthly in equal installments upon receipt of signed contract/a	greement
Submitted by: HYDROCORP- CORPORATE OFFICE- 5700 CROOKS RD SUITE 100 TROY M	I 48098
Craig Wolf   612-850-8939   cwolf@hydrocorpinc.com	
Accepted by:	
X	V
Village/Utility Representative (Signature)	Date
Printed Name / Title	

2021 + 2022 34 up to 62 = \$ 4,296.00



#### 6. BACKGROUND

#### 6.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules – the highest standard of water safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure are reduced. Your water – and 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 associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Inspections annually.
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity
  and keep program costs affordable. We have a detailed system and process that each of our
  field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the
  water users in each of the communities we serve. We teach and train customer service skills in
  addition to the technical skills since our team members act as representatives of the community
  that we service.
- Our municipal inspection team has attended training classes and received certification from the
  following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC —
  Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention
  Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in
  internal and external training with our team members to ensure that each Field Service and
  Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
  - o American Water Works Association (AWWA) | AWWA Wisconsin Chapter
  - o National Rural Water Association (NRWA) | Wisconsin Rural Water Association
  - American Public Works Association (APWA)
- HydroCorp is <u>not</u> a Plumbing Company and does <u>not</u> utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.



#### 6.3. Office Address & Contact Information

Pagional	LIVEROCORD MIDWEST OFFICE	
Regional	HYDROCORP – MIDWEST OFFICE	in a second second
Office:	2665 S MOORLAND RD SUITE 209	
	NEW BERLIN WI 53151	
Contact:	Craig Wolf	2005
Telephone:	612-850-8939	
Email:	cwolf@hydrocorpinc.com	
Corporate	HYDROCORP – CORPORATE OFFICE	Ritts in
Office:	5700 CROOKS ROAD SUITE 100	
(Remit to	TROY MI 48098	Jul Jul
Address)		
Telephone:	800.690.6651 or 248.250.5000	The state of the s
Legal	S-Corporation, 1988   E.I.D. 38-2810008	
Status:		WI Office (Above) Corporate Office (Below)
		, , ,
	HYDROCORP	
	THE SAFE W UTHORITY	

#### 7. PROJECT REFERENCES

- a) City of Marshfield, 1210 S Oak St, Marshfield, WI 54449 | John Richmond, Water Utility Manager, <a href="mailto:iohn.richmond@MarshfieldUtilities.org">iohn.richmond@MarshfieldUtilities.org</a> | 715-898-2170
- b) City of Chetek, 1125 Railroad Ave., Chetek, WI 54728 | Dan Knapp, Director-Public Works, <a href="mailto:chetekcs@chibardun.net">chetekcs@chibardun.net</a> | 715-924-4236
- c) Sturgeon Bay Utilities, 230 E. Vine St, Sturgeon Bay, WI 53235-007 | Cliff White, Superintendent, <a href="mailto:cwhite@wppienergy.org">cwhite@wppienergy.org</a> | 920-746-2820



#### 8. PROJECT TEAM QUALIFICATIONS

#### **Corporate Officers**



Larry J. La Bute, Founder & CEO - Chairman of the Board of Directors. Mr. La Bure founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.



Mark L. Martin, CPA & Chief Financial Officer. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.



Paul Patterson, Senior Vice President. Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for operational oversight of over 200 Cross-Connection Control Programs throughout Michigan, Delaware, Maryland, Florida, Wisconsin and Virginia. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he assisted in the implementation of a stateside installation Cross-Connection Control Program. Paul is an ASSE Certified Instructor for Backflow Assembly Testing Certification and regularly presents and regional water industry association conferences.



#### **Staff Bios Continued**



Dave Cardinal, Vice President, Municipal Division. Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction. He is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. Dave is an ASSE

Certified Instructor for multiple ASSE Certifications related to Cross-Connection Control and Backflow Prevention. Dave also has been a speaker at numerous Water Industry Conferences.



Craig Wolf, New Cross-Connection Control Program development in the Midwest Region. Since 2009 at HydroCorp, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 130 municipal client cross-connection control programs in Wisconsin. He also generated inspection reports and protection recommendations for over 3,000 individual facility surveys of cross-connections. Certified by ASSE for Cross-Connection Control Surveying, Craig applies years of field experience to offering solutions for public water systems that are cost effective. In the past 4 years, Craig has been

focused on client retention efforts, and developing new Cross Connection Control Programs for Municipal Water Systems around the region.



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

He is an advanced user of the HydroSoft data management program & responsible for providing day to day tech support to the entire staff and external clients. Ryan also assists in the planning, testing & training of HydroSoft for clients and end users.

#### Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All of the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:

#### PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this March 1<sup>st</sup>, 2023 by and between the Village of Colfax organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable 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 program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

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

#### **ARTICLE I. Purpose**

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water 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 will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

- **2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:
  - · Review state & local regulations
  - Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
  - Review/establish wording and timeliness for program notifications including:
    - Inspection Notice
    - Compliance Notice
    - Non-Compliance Notices 1-2, Penalty Notices
  - Special Program Notices
  - Electronic use of notices/program information
  - Obtain updated facility listing, address information and existing program data from Utility
  - Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
  - Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment
  procedures including supplemental information/notification that may be requested from these types
  of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures
- 2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.
  - Initial Inspection the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
  - Compliance Inspection subsequent visit by a HydroCorp representative to a facility that was noncompliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
  - Re-Inspection Revisit by a HydroCorp representative to a facility that was previously inspected.
     The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).
- 2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in 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 for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:
  - Prioritize and schedule inspections
  - · Notify users of inspections, backflow device installation and testing requirements if applicable
  - Monitor inspection compliance using the HydroCorp online software management program. (Note: WI
    Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing
    notification and compliance.)
  - Maintain program to comply with all DNR regulations
- 2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:
  - Name, location and date of inspections
  - Number of facilities inspected/surveyed
  - Number of facilities compliant/non-compliant
- **2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:
  - Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
  - Penalties for noncompliance.



- **2.7 VACUUM BREAKERS. Utility** will provide up to six (6) ASSE approved hose bill vacuum breakers or antifrost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate 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 community-wide public relations program including general awareness brochures and website cross connection control program content.
- **2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for 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 (30) Initial inspection, and up to (38) total inspections over a two (2) year contract period. The total inspections include all initial inspections, compliance and reinspections. Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE. HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all residential facilities.
- **2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control 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) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- **2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- **2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES. HydroCorp will provide approximately 38 cross-connection control educational brochures for the duration of the Agreement.
- **2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

#### **ARTICLE III. Responsibilities of the Utility**

- **3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- **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 as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and 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 or undertakes 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 of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.
- **3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

#### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM. Services by HydroCorp under this Agreement shall commence on March 1<sup>st</sup>, 2023 and end two (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- **4.2 RENEWAL.** Upon the expiration of this two-year agreement the Utility will have the option to automatically renew for a one (1) year term. Any increases in pricing for the one-year renewal will be equal to the annual Consumer Price Index as measured in the local/regional area at the time of renewal.
- 4.3 TERMINATION. The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- **4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$126.00 per month, \$1,512.00 annually for a two (2) year contract period totaling \$3,024.00.
- 4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not



made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise 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 and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- **4.8 ACCESSIBILITY**. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed 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 presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given



- to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according 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 all risk basis and including extended coverage for matters set forth in this Agreement.
- **5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and 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 any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- **5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- **5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has 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 in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin
- **5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

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

**SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, 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 effective as of the date first above written.

#### **VILLAGE OF COLFAX**

By: Title:

**HydroCorp** 

By: Craig Wolf

- Way

## **Appendix**

#### **Specific Qualifications & Experience**

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the <u>main</u> core and <u>focus</u> of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed 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 assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users
  in each of the communities we serve. We teach and train <u>customer service</u> skills in addition to the
  technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following
  recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC Foundation for Cross
  Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American
  Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional
  Development and Learning. We invest heavily in internal and external training with our team members to
  ensure that each Field Service and Administrative team member has the skills and abilities to meet the
  needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone
  calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical
  calls related to the cross connection control program and have attended basic cross connection control
  training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys,
   Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



## Parks Committee Meeting February 20<sup>th</sup>, 2023 11:30 a.m.

The Village of Colfax Parks Committee met on February 20<sup>th</sup>, 2023 11:30 a.m. at A Little Slice of Italy, 501 Main Street, Colfax, WI. Members present: Chair Jeff Prince, Annie Jenson and Gary Stene. Others present: Public Works Director Bates and Administrator-Clerk-Treasurer Niggemann.

#### **Campground Discussions**

Bathroom in Waupaca – Prince and Bates decided that the coordination of getting pricing to disassemble the building, hire a crane, hire transportation, store and rebuild if project was to happen was not coming together very timely. It has been decided to forego on the Waupaca bathrooms. The Parks Committee will go back to a design/build bathroom for cost analysis. Prince will talk with Scott Gunnufson to find out if he can draw it up in his architectural program.

**CBS Squared** -Tyler Hastings provided some correspondence from the DNR website that he wanted the Village to review prior to moving forward. Prince would like to contact a local DNR representative to have a meeting to talk in more detail about the floodway issues/concerns.

**Design/Cost Proposals** – Niggemann explained that it might be a good idea to bid out the design/cost proposals process vs. just picking one engineer and going with it.

**Youth Summer Ball** – Prince would like to meet with the Youth Association and the Softball Association to get a financial summary of 2022 and discuss 2023 projects. There have been conversations about a batting cage and what is a good location, etc. What kind of fund raisers are being proposed for 2023?

**Projects for any Parks** – Cemetery Signs for the map and list of burial names. Riemer provided a three-glass kiosk as an example of what the sign would look like. The price currently is about \$3,500. The documentation would be ready to display in 2024. The Evergreen Cemetery Sign could be updated by utilizing the kiosk. The Cemetery buildings will get painted summer of 2023.

**First Aid Kit for Ballfield -** Prince mentioned that in 2022 it was discussed to have a commercial first aid kit at the Ballfield in the event of emergencies. As discussions continued, it was thought that an AFIB machine would be a good idea also. Jenson will look into the Dunn County Round Up grant to see about getting funding for the first aid kit and the AFIB machine.

#### **Any other Cemetery or Parks Business**

#### **Mower-Cemetery**

Bates indicated that the Ariens mower that was purchased in 2021 is not holding up as well as he had hoped. The steering is getting very bad. He will take the machine in to see if there is maintenance that can be done to correct the problem. He plans to also get quotes on new mower.

Signs  Jenson would like to pick a design and as the Village updates signs, they would all have the same look. This will be a work in progress. The signs coming into town that were addressed in 2022 need to be re-visited to see if the responsible parties will be tending to the upkeep or taking them down.				
<b>Adjourn</b> : A motion was made by Jenson and seconded by Stene to adjourn vote was taken with all members voting in favor.	the meeting at 1:21 p.m. A voice			
	Jeff Prince, Chair			

## Administrator-Clerk-Treasurer February 24<sup>th</sup>, 2023

#### Things coming up:

- March 15-17, 2023 Follow-up Audit
- Year-end processes: annual reports and reconciling etc.

#### **Election Dates:**

#### February 21, 2023 - Primary Election

Turnout was better than expected.

- Total Registered Voters 630 Voters
  - o Prior to Election Day 626 Voters
  - Election Day Registrants 4 Voters
- Total Voters 132
  - o 21 Absentee Voters
  - 111 Election Day Voters
- 20.95% Turnout
  - Village of Colfax average for the February Election is 15%.

"Thank you to the Election Poll Workers. Everything went very smoothly."

#### **Next Election**

April 4, 2023 – Spring Election

#### **April Election:**

Candidate Ballot Placement:

#### Village President - Vote for 1

- Jeff Prince
- Registered Write-In: Carey Davis (will not be listed on the ballot)

#### Village Trustee - Vote for 3

- Jeff Prince
- Margaret Burcham
- Registered Write-In: Jen Rud (will not be listed on the ballot)

There will be an option for the individuals interested in being on the Board as a Trustee or the Village President to become a **REGISTERED Write-in** so that any votes cast for them will count. The process involves completing the CF-1 Campaign Finance Registration Form on or before Friday, March 31, 2023 by noon.

If we end up with vacancies, there will be a process to request interested parties to send a letter of interest to the Board. There would be a vote by the Board to appointing any individual(s) that would use this process.

<u>Snow Event Wednesday, February 22<sup>nd</sup> and February 23<sup>rd</sup>, 2023</u> – Village Hall has received several comments on what a fantastic job that the Public Works has done on the snow removal! Great Job to a Job Well Done!