

Village of Colfax
Regular Board Meeting Agenda
Monday, April 24th, 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 – April 10th, 2023 (will be available)
 - b. Review Statement of Bills Pooled Checking–April 10th, 2023 to April 23th, 2023
 - c. Review Statement of Bills Solid Waste & Recycling Checking- April 10th, 2023 to April 23th, 2023
 - d. Training Request - none
 - e. Facility Rental – none
 - f. Licenses – Colfax Softball Association – Temporary Class “B”/”Class B” Retailer’s License-May 1st, 2023 to November 1st, 2023
7. Consideration Items
 - a. Board Confirmation Spring Election 2023
 - i. Term April 18th, 2023 to April 14th, 2025 (or until the Organizational meeting)
 - Village President - Jeff Prince
 - Village Trustee – Margaret Burcham
 - Village Trustee – Jen Rud
 - Village Trustee – Vacancy
 - Term April 19th, 2022 to April 16th, 2024 (or until the Organization meeting)
 - Village Trustee – Anne Jenson
 - Village Trustee – Gary Stene
 - Village Trustee – Carey Davis
 - b. Appoint Village of Colfax President and Trustee as signers on Village Bank Accounts
 - c. Iverson Park – In Memory of our WWI Veterans Sign Donation – American Legion
 - d. Parks Committee Possible Recommendations
 - e. East View Development – 206 Dunn Street, Lot 7 Land Transfer Request – Toby & Carita Pudwill
 - i. Any discussion
 - f. Hydro Corp- Non-Residential Inspections – Two-Year Term-March 1st, 2023 to February 28th, 2025
 - g. Public Safety Committee Recommendations
 - h. Village Clerk’s office possible closure – Friday, June 2, 2023 – Due to schedule conflicts
8. Committee/Department Reports – (no action)
 - a. Public Safety Committee Meeting minutes – April 13th, 2023 (will be available)
 - b. Elevator Committee Meeting Minutes – April 20th, 2023
 - c. Colfax Rescue Squad – March Report
 - d. ACT Report
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 April 10th, 2023

On April 10th, 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, Rud, Jenson, Stene, Prince and Albricht. Others present included Public Works Director Bates, Administrator-Clerk-Treasurer Niggemann and LeAnn Ralph with the Messenger.

Consent Agenda

Regular Board Meeting Minutes –March 27th, 2023- A motion was made by Trustee Prince and seconded by Trustee Stene to approve the Regular Board meeting minutes for March 27th, 2023. A voice vote was taken with all members voting in favor. Motion carried.

Review Statement of Bills –March 27th, 2023 to April 9th, 2023

Review Statement of Bills Solid Waste & Recycling Checking – March 27th, 2023 to April 9th, 2023

A motion was made by Trustee Stene and seconded by Trustee M. Burcham to approve both the Village of Colfax Statements of Bills and the Solid Waste & Recycling Bills for March 27th, 2023 to April 9th, 2023. A voice vote was taken with all members voting in favor. Motion carried.

Training Request–Police Chief Anderson – 04/17/2023 to 04/20/2023 -Law Enforcement Management Conference – Hayward, WI – Conference request has been rescinded.

Facility Rental – none.

Licenses -none.

Consideration Items

Election Results Discussion and possible action – One Trustee Vacancy – A motion was made by Trustee Davis and seconded by Trustee Stene to publish vacancy in the Messenger. A voice vote was taken with all members voting in favor. Motion carried.

Board of Review Trainee selection for 2023-2024 – A motion was made by Trustee Davis and seconded by Trustee Stene to nominate Jeff Prince to complete the Board of Review Training. A voice vote was taken with all members voting in favor. Motion carried.

Designated Fund Balance Review and possible action- Niggemann explained that the auditors wanted a preliminary designated fund balance worksheet which will approve the amounts budgeted and any expensed during 2022. A final version will be brought before the Board as the audit finalizes. A motion was made by Trustee Jenson and seconded by Trustee Stene to provide the draft designated fund balance worksheet to the auditors. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

Review Potential subdivision Request – 1009 University Avenue – No action.

Closed Session – A motion was made by Trustee Jenson and seconded by Trustee Stene to convene into closed session at 7:32 p.m. pursuant to WI Statutes 19.85(1) (c) considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises. a. Discuss/consider wages/salaries of Village employees. Voting For: Trustees M. Burcham, Davis, Rud, Jenson, Stene, Prince and Albricht. Voting Against: none. Motion carried.

Open Session – A motion was made by Trustee Prince and seconded by Trustee M. Burcham to convene into open session at 8:28 p.m. to take any action resulting from the closed session. a. Discuss/consider wages/salaries of Village employees.

A Public Safety Meeting will be scheduled to review with the Police Chief present wages of part-time officers on April 13th, 2023 at 6 p.m.

Adjourn – A motion was made by Trustee Jenson and seconded by Trustee M. Burcham to adjourn the meeting at 8:29 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Jody Albricht, Village President

Attest:

Lynn Niggemann
Administrator-Clerk-Treasurer

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 4/10/2023 From Account:
Thru: 4/23/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
RAM	4/10/2023	RAM SOFTWARE	257.50
78799	4/14/2023	A-1 EXPRESS TRUCKING LLC	344.80
78800	4/14/2023	ABBIE HARTUNG	133.88
78801	4/14/2023	ADAM'S AUTO REPAIR	55.50
78802	4/14/2023	AMAZON CAPITAL SERVICES	967.26
78803	4/14/2023	ARAMARK UNIFORM SERVICE, INC	137.34
78804	4/14/2023	ASSESSMENT TECHNOLOGIES OF WI, LLC	335.12
78805	4/14/2023	BOBCAT PLUS	106.21
78806	4/14/2023	CARLTON DEWITT	743.98
78807	4/14/2023	CBS SQUARED, INC	82.00
78808	4/14/2023	CLOUD PCR LLC	583.59
78809	4/14/2023	COLLABORATIVE SUMMER LIBRARY PROGRAM	51.35
78810	4/14/2023	COMMERCIAL TESTING LAB	260.50
78811	4/14/2023	CRAMER CONSULTING, LLC	347.50
78812	4/14/2023	DUNN COUNTY CLERK	147.50
78813	4/14/2023	DUNN COUNTY HUMANE SOCIETY	563.55
78814	4/14/2023	DUNN COUNTY TREASURER	1,433.50
78815	4/14/2023	DUNN ENERGY COOPERATIVE	95.00
78816	4/14/2023	FARRELL EQUIPMENT & SUPPLY CO.	899.50
78817	4/14/2023	GALLS, LLC	140.90
78818	4/14/2023	GARY STENE	96.00
78819	4/14/2023	GEORGE ENTZMINGER	100.00
78820	4/14/2023	GOTO COMMUNICATIONS INC	75.60
78821	4/14/2023	HENRY SCHEIN	21.65
78822	4/14/2023	HUEBSCH LAUNDRY CO	56.54
78823	4/14/2023	HYDROCORP	126.00
78824	4/14/2023	KATHY DUNBAR	136.00
78825	4/14/2023	MAYO CLINIC	188.00
78826	4/14/2023	MIDAMERICA BOOKS	152.65
78827	4/14/2023	MISSISSIPPI WELDERS SUPPLY CO.	20.15
78828	4/14/2023	NANCY ODOM MOULEDOUX	126.00
78829	4/14/2023	NISSHA MEDICAL TECHNOLOGIES	179.84
78830	4/14/2023	ONE SOURCE IMAGING	204.97

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 4/10/2023 From Account:
Thru: 4/23/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
78831	4/14/2023	RUTH HILL	122.00
78832	4/14/2023	SYNERGY COOPERATIVE	2,749.05
78833	4/14/2023	VIKING DISPOSAL, INC	1,698.00
78834	4/14/2023	VILLAGE OF COLFAX	419.45
78835	4/14/2023	VILLAGE OF COLFAX R.U.	8,354.87
78836	4/14/2023	VILLAGE OF COLFAX R.U.	200.00
78837	4/14/2023	WATER CARE SERVICES	31.50
78838	4/14/2023	WELD RILEY SC	696.70
EFTPS	4/13/2023	EFTPS-FEDERAL-SS-MEDICARE	6,882.03
WIDOR	4/13/2023	WI DEPARTMENT OF REVENUE	1,086.02
BREMER	4/10/2023	CARDMEMBER SERVICE	949.28
WIDCOMP	4/13/2023	WISCONSIN DEFERRED COMPENSATION	260.00
TRIZETTO	4/17/2023	TRIZETTO	52.50
WEENERGIES	4/18/2023	WE ENERGIES	521.07
		Grand Total	33,192.35

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 4/10/2023 From Account:
Thru: 4/23/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
1239	4/14/2023	DUNN ENERGY COOPERATIVE	265.00
1240	4/14/2023	INDUSTRIAL SAFETY	215.00
1241	4/14/2023	JOHNSON ROLL-OFF SERVICE, LLC	12,742.80
1242	4/14/2023	SYNERGY COOPERATIVE	26.97
1243	4/14/2023	TERRY STAMM	186.82
1244	4/14/2023	UNEMPLOYMENT INSURANCE	99.78
1245	4/14/2023	VILLAGE OF ELK MOUND	2,464.22
		Grand Total	16,000.59

4/21/2023 8:33 AM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 4/10/2023
Thru: 4/23/2023

From Account:
Thru Account:

Amount

Total Expenditure from Fund # 300 - SOLID WASTE & RECYCLING	16,000.59
Total Expenditure from all Funds	16,000.59

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 50.00

Application Date: 3/26/23

Town [] Village [x] City [] of Colfax County of Dunn

The named organization applies for: (check appropriate box(es).)

- [x] A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
[] A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning May 1, 2023 and ending Nov. 1, 2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. ORGANIZATION (check appropriate box) [x] Bona fide Club [] Church [] Lodge/Society [] Veteran's Organization [] Fair Association
(a) Name Colfax Softball Association
(b) Address Colfax, WI
(c) Date organized May 1983
(d) If corporation, give date of incorporation
(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: []
(f) Names and addresses of all officers:
President Corey YOLITZ 203 S PINE ST WHEELER
Vice President Thwan Schindler 110114 city Rd W Colfax
Secretary Tammy Nelson N8076 577th St. Colfax
Treasurer same as above
(g) Name and address of manager or person in charge of affair: Corey YOLITZ 203 S PINE ST WHEELER

- 2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:
(a) Street number State Hwy 170 Colfax, WI
(b) Lot Tom Prince Memorial Park Block
(c) Do premises occupy all or part of building? All premises
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

- 3. NAME OF EVENT
(a) List name of the event Softball Leagues
(b) Dates of event May 1, 2023 to Nov. 1, 2023

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer (Signature/date)

Officer (Signature/date)

Date Filed with Clerk 4/21/23

Date Granted by Council

Colfax Softball Association (Name of Organization)

Officer (Signature/date) 3/26/23

Officer (Signature/date) Tammy Nelson 3/26/23

Date Reported to Council or Board 4/24/2023

License No.

DRAFT

COMMITTEE ASSIGNMENTS: APRIL 2023	
<p><u>Audit & Finance</u> Committee of the Whole Board Annie Jenson, Chair</p> <p><u>Personnel</u> Committee of the Whole Board Jeff Prince, Chair</p> <p><u>Streets</u> Carey Davis, Chair Jeff Prince Jen Rud</p> <p><u>Parks</u> Jeff Prince, Chair Annie Jenson Gary Stene</p> <p><u>Public Property</u> Gary Stene, Chair Annie Jenson Margaret Burcham</p> <p><u>Public Safety</u> Margaret Burcham, Chair Carey Davis Jeff Prince</p> <p><u>Public Works</u> Jen Rud, Chair Carey Davis Jeff Prince</p> <p><u>Library Liason</u> Gary Stene</p> <p><u>Elevator Committee</u> Gary Stene</p> <p><u>Solid Waste & Recycling</u> Jeff Prince Alternate: Margaret Burcham</p> <p>Health Officer: Donald Knutson</p>	<p><u>Jeff Prince</u> Audit & Finance* Personnel* - Chair Streets Parks Solid Waste & Recycling, Chair Public Safety Public Works <u>Jen Rud</u> Personnel * Audit & Finance Committee* Streets Public Works, Chair</p> <p><u>Gary Stene</u> Audit & Finance * Personnel* Parks Public Property, Chair Library Liason Elevator Committee</p> <p><u>Annie Jenson</u> Audit & Finance * Chair Personnel* Parks Public Property</p> <p><u>Margaret Burcham</u> Audit & Finance* Personnel* Public Property Public Safety, Chair Solid Waste & Recycling -Alternate <u>Vacant</u> Audit & Finance * Personnel* Parks, Chair Streets Public Works <u>Carey</u> Audit & Finance * Personnel* Streets, Chair Public Works Public Safety</p>
SPECIAL COMMITTEES: APRIL 2023	
<p><u>Planning (Development) Committee</u> Jeff Prince, Chair Logan Michels Dave Hovre Nancy Hainstock Jason Johnson Tiffany Prince Mike Buchner</p>	<p><u>Colfax Development Block Grant (C.D.B.G.)</u> <u>Steering committee</u> Logan Michels Tiffany Prince Jeremy Klukas</p> <p><u>Zoning Board of Appeals</u> Mike Kiekhafer, Chair Gene Gibson Rich Bautch Mark Mosey Jason Johnson</p>



**APPLICATION TO PURCHASE A VILLAGE OWNED RESIDENTIAL LOT
IN THE EAST VIEW DEVELOPMENT
Colfax, Wisconsin**

To All Prospective Home Builders and Home Owners:

Thank you for your interest in our East View Residential Lot Program. Through the Program, the Village is making six (6) residential lots available to qualified purchasers at no cost. The Village requires that the completed home and lot have an equalized assessed value of not less than \$175,000.



To be considered for a free lot, please provide the following information and return it to Lynn Niggemann, Village Administrator/Clerk/Treasurer.

Applicant Information

704 Cleveland Av. W.

Name of Developer:

Toby & Carita Pudwill / John Fraley

Address:

PO BX 893 Winnebago, Mn. 56098

Phone Number:

T 507-719-7885 C 715-702-1690

Email Address:

tspudwill@icloud.com

Contact Person:

Toby or Carita

Property (see attached East View Final Plat)

Lot Number:

Lot 7 206 Dunn St.

Parcel Number:

17111 229111 61300023

Description of Proposed Single Family Home

Number of Stories:

1

Exterior Materials:

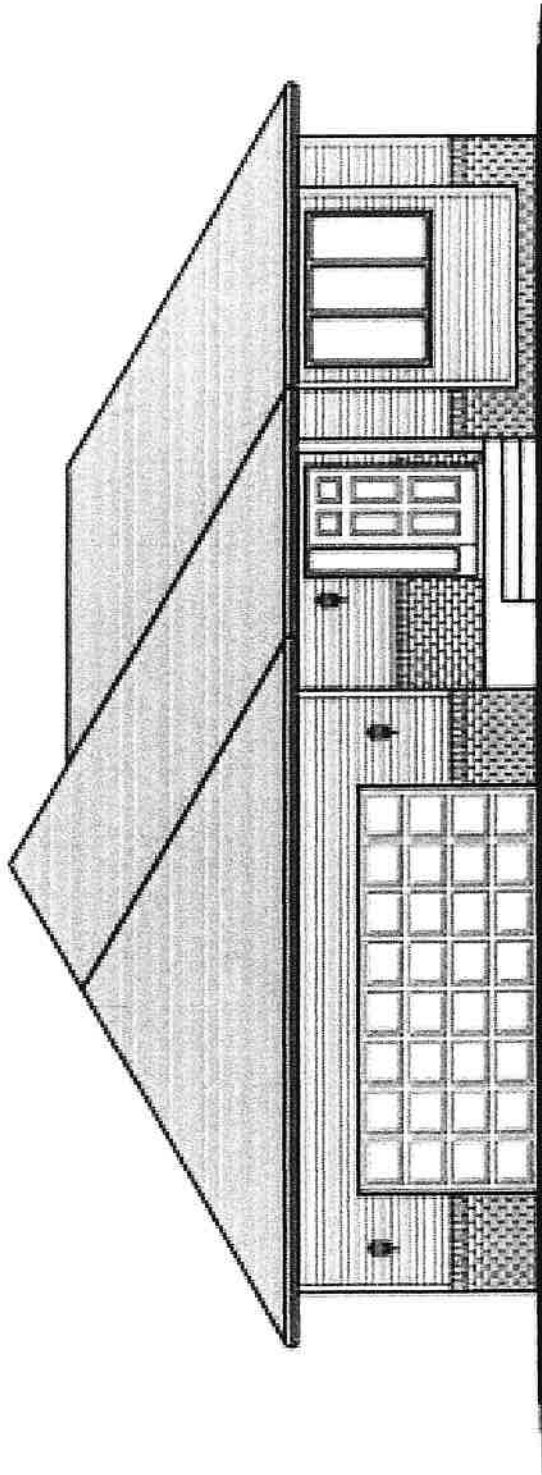
brick, siding

Number of Car Garage:

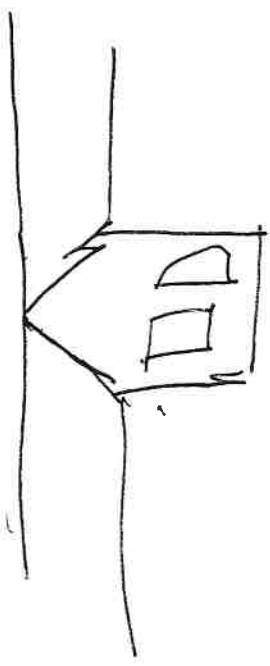
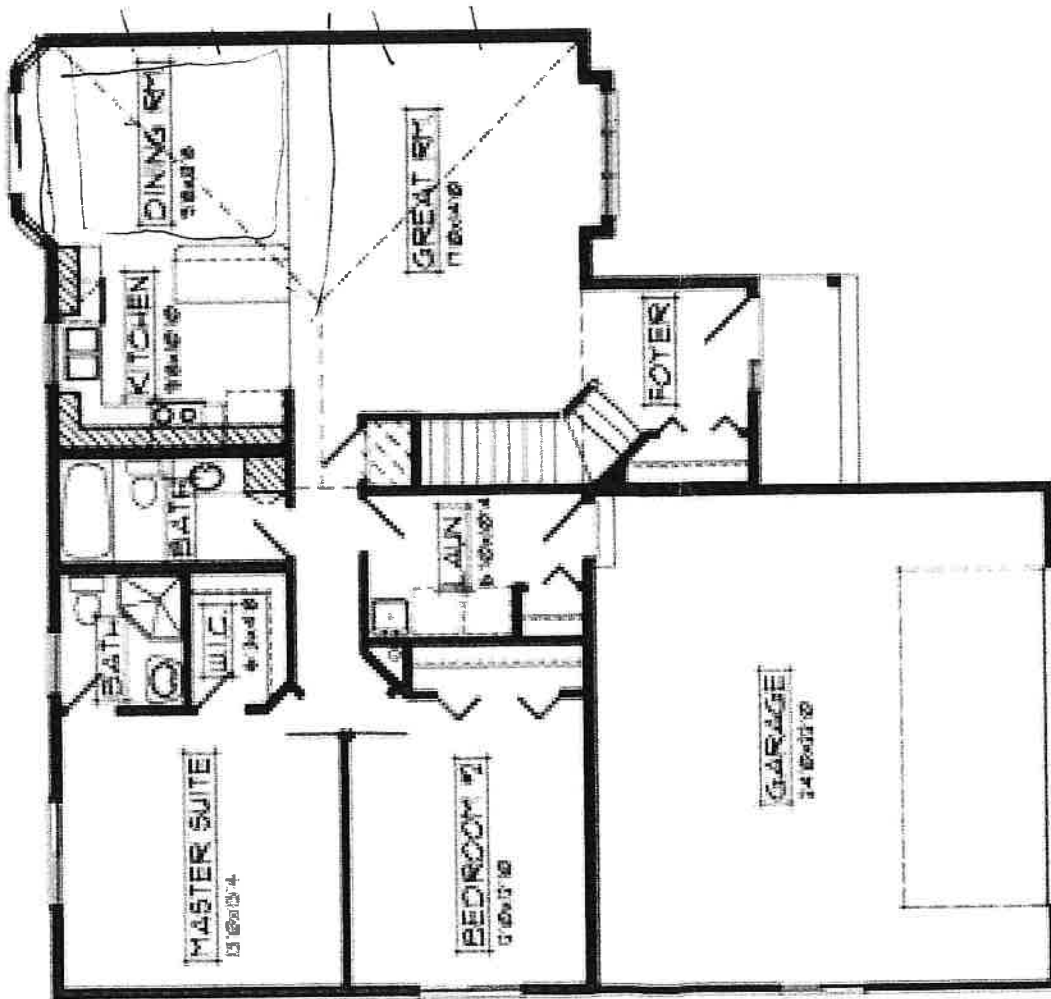
2

Please provide an example (drawing, rendering or photo) of the home you are proposing to build.

You must provide a letter from your lender showing that you are pre-approved to build your planned home and attach it with this application.

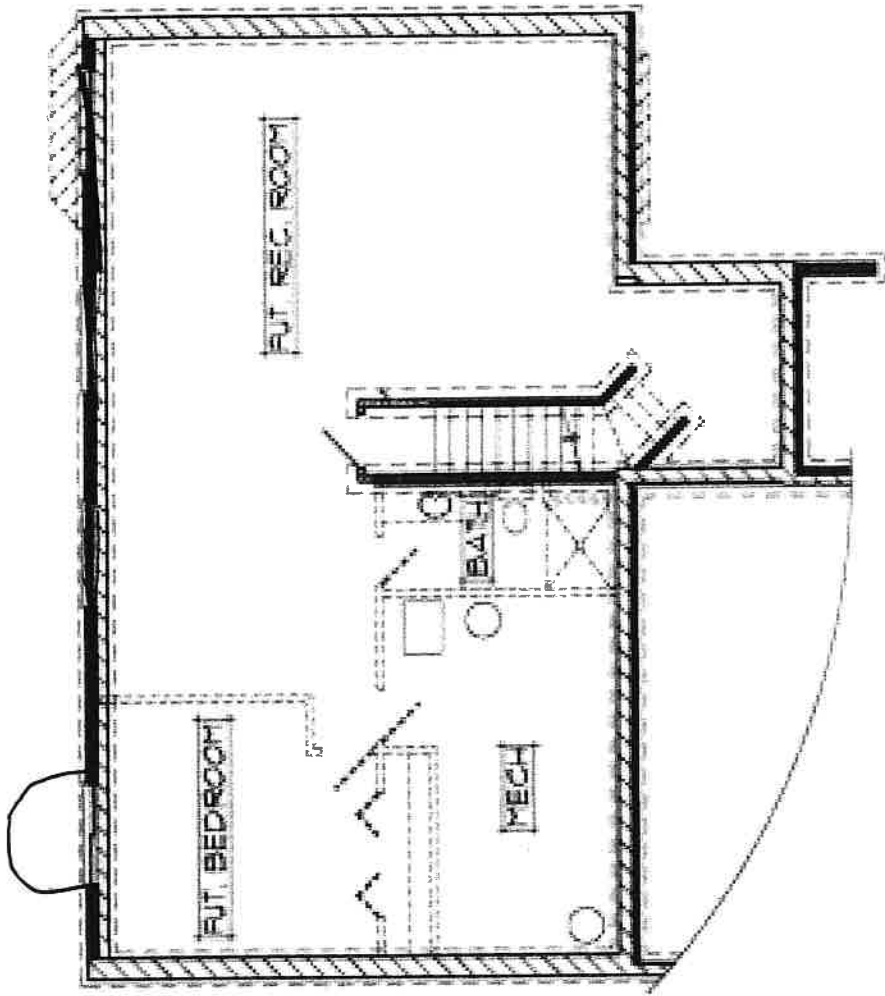


FRONT ELEVATION

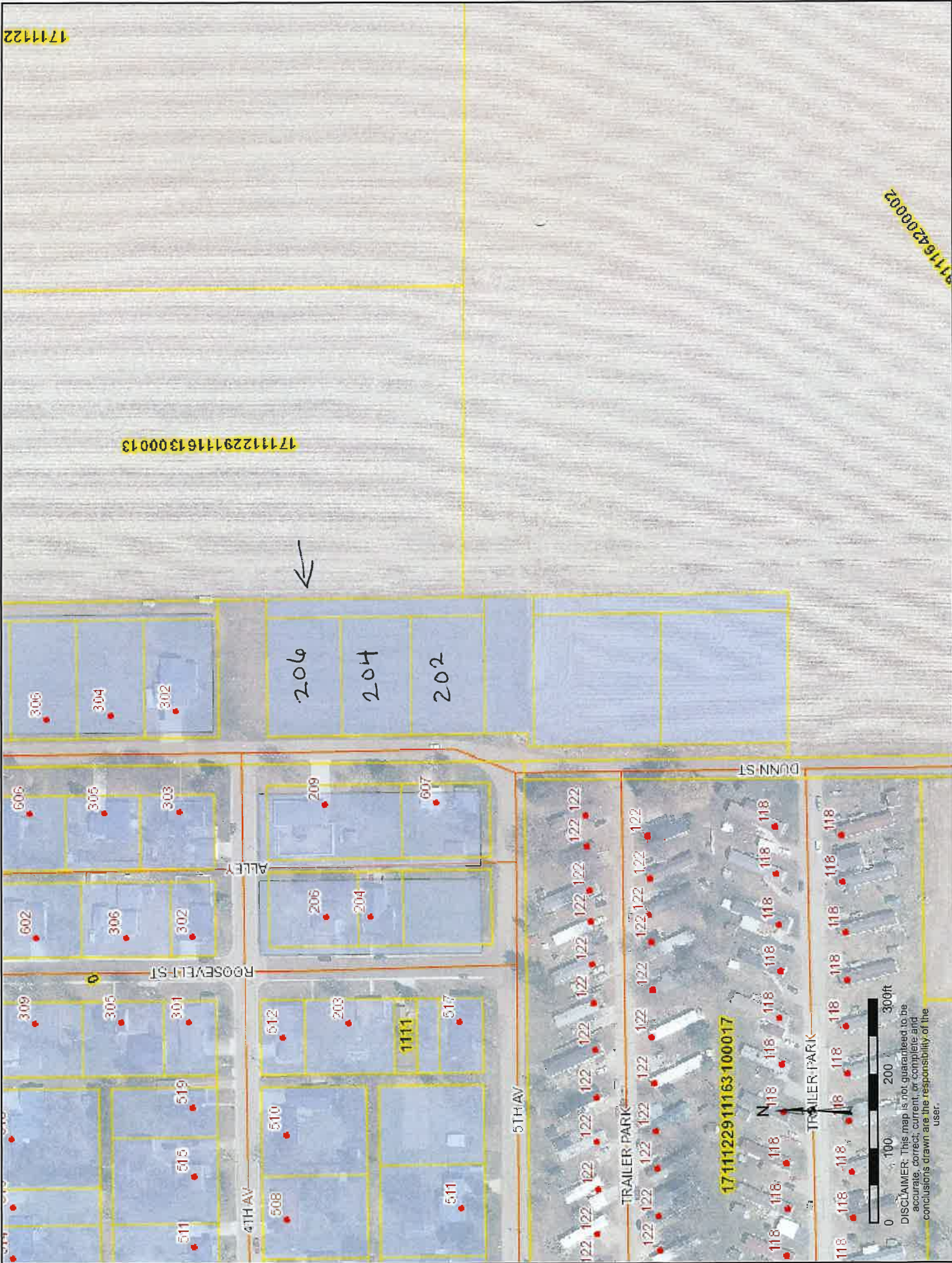


MAIN LEVEL FLOOR PLAN

DRWG NO: FT. MAIN LEVEL



LOWER LEVEL PLAN



17111122

17116420002

1711122911161300013



206
204
202

DUNN ST

ALLEY

ROOSEVELT ST

5TH AV

TRAILER PARK

TRAILER PARK

1711122911163100017



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

PROPOSAL
CROSS-CONNECTION CONTROL SERVICES

Village of Colfax

613 Main St.
Colfax, WI 54736

February 3, 2023

- Prior contract \$133/unit.
- This contract \$163/unit.

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.

Pricing is on page 12.

HYDR CORP.

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



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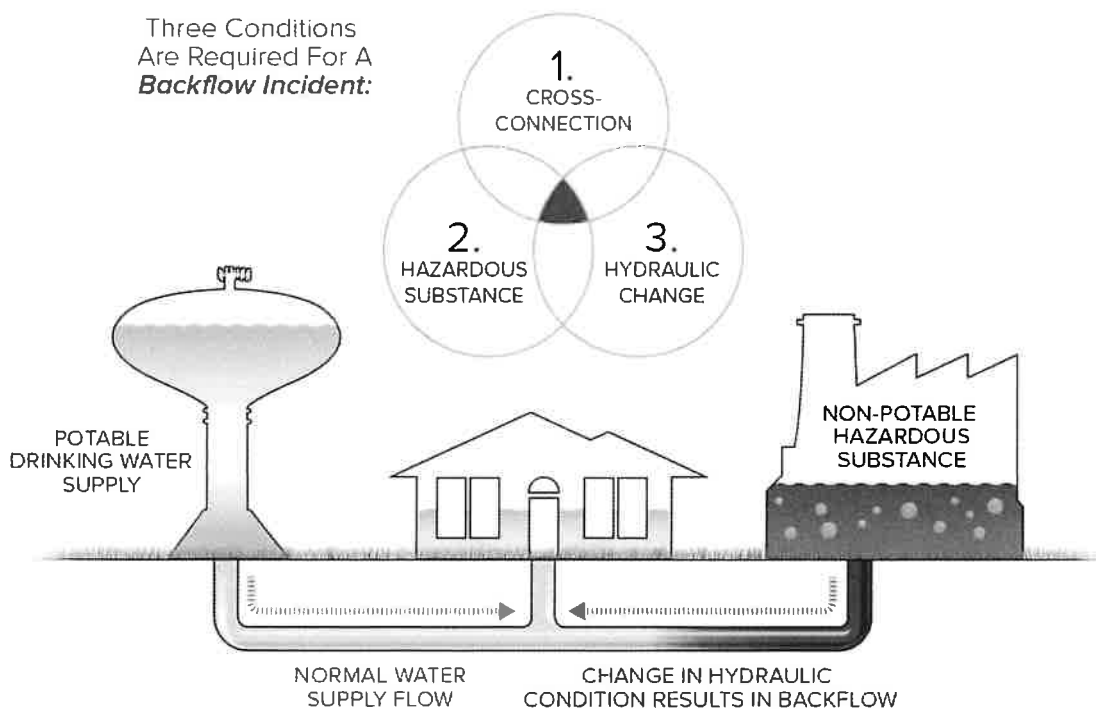
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1. INTRODUCTION

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.

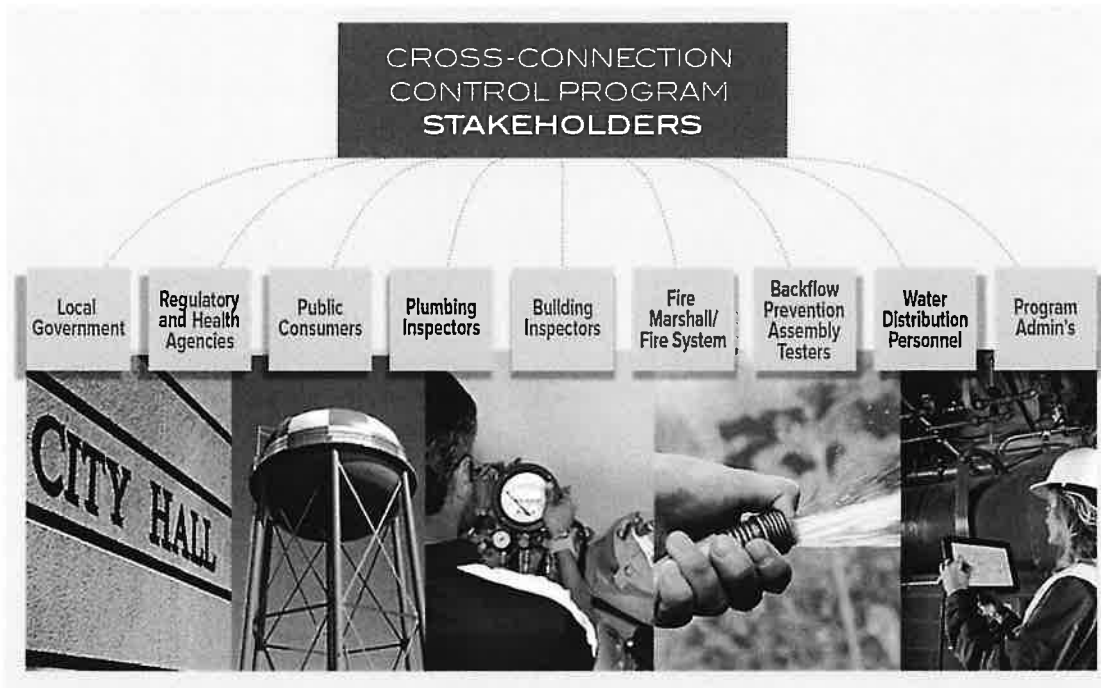


2.2. Meeting the Cross-Connection Control Program Objectives

- 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.

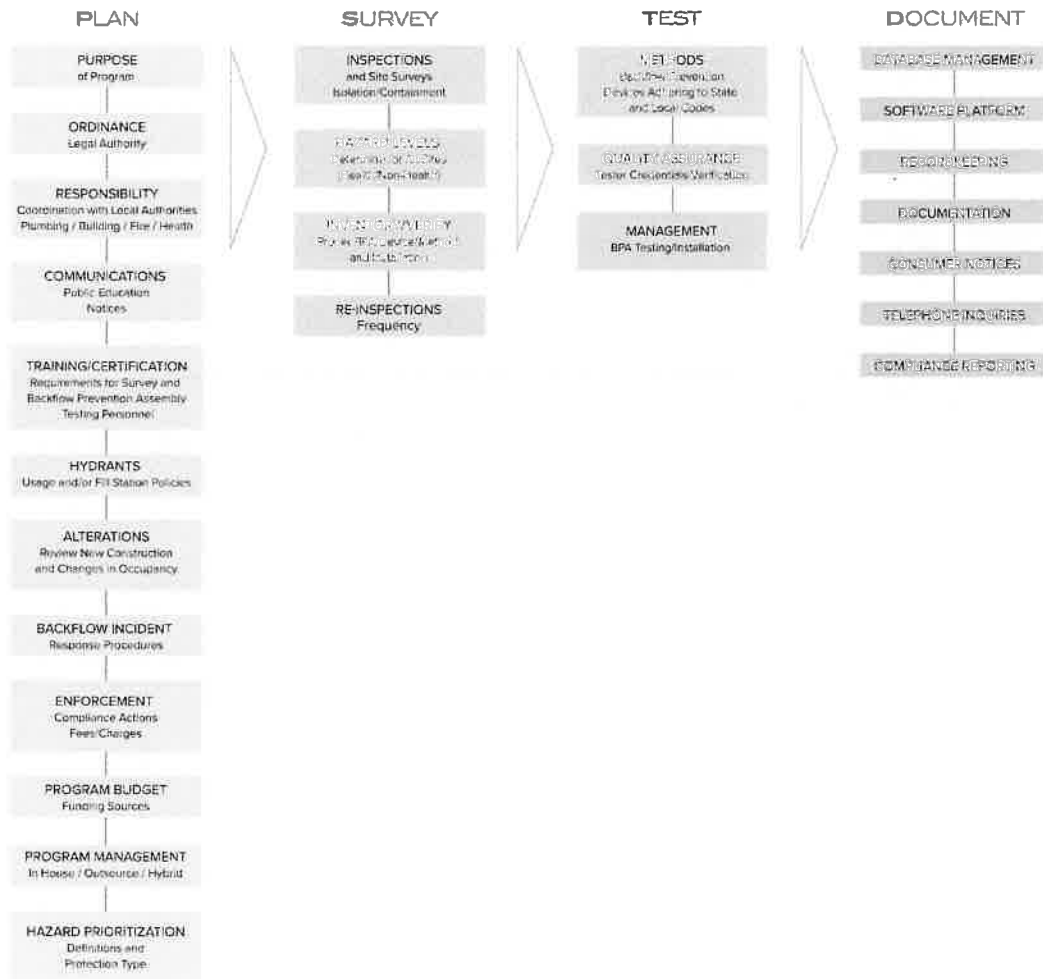


2.4. Cross-Connection Control Plan Components

MUNICIPAL CROSS CONNECTION CONTROL

COMPLIANCE = P+S+T+D

Typical Program 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.

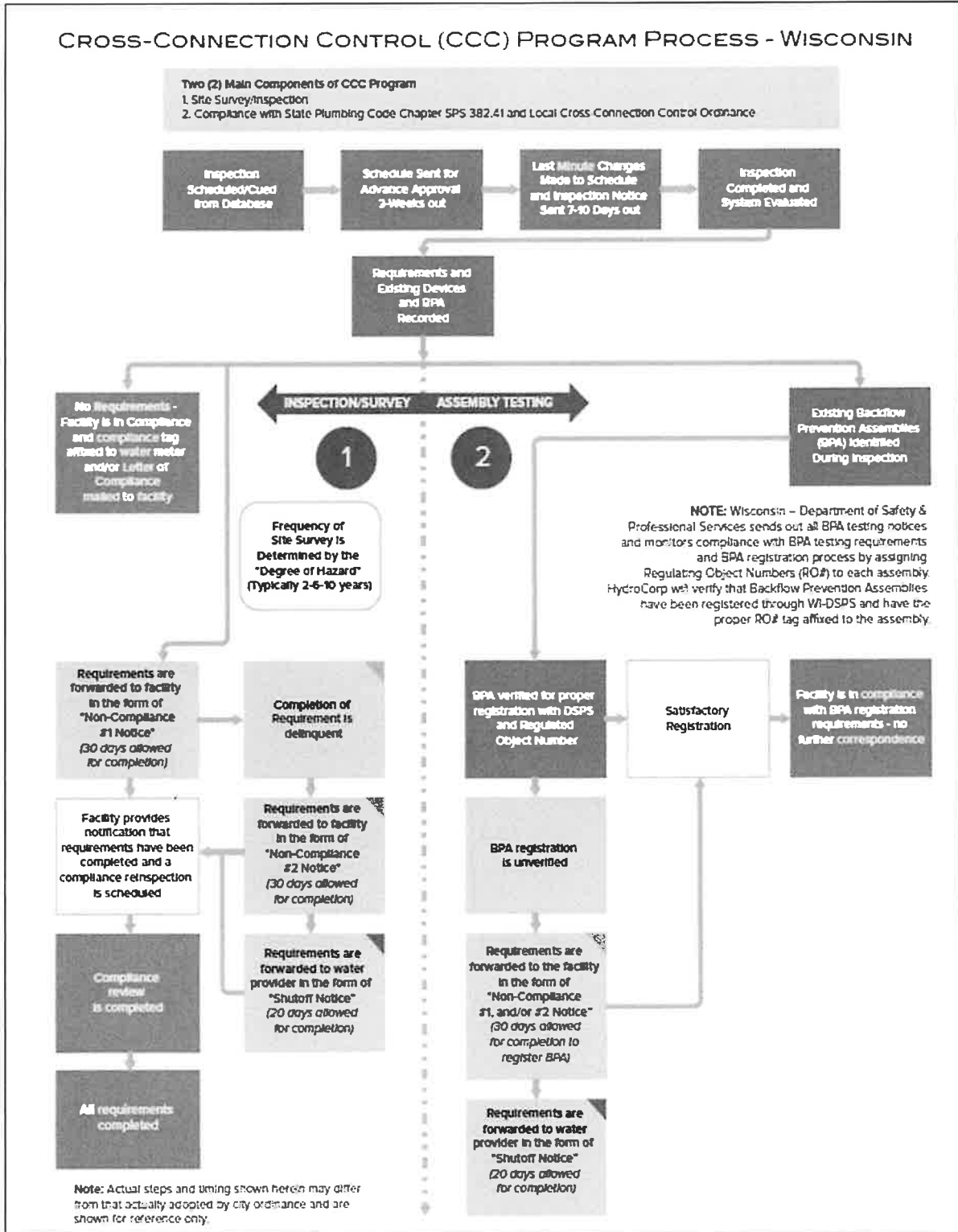
Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the Village of Colfax Cross-Connection Control Plan. Accounts with an alternative frequency will require 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 non-compliant 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).

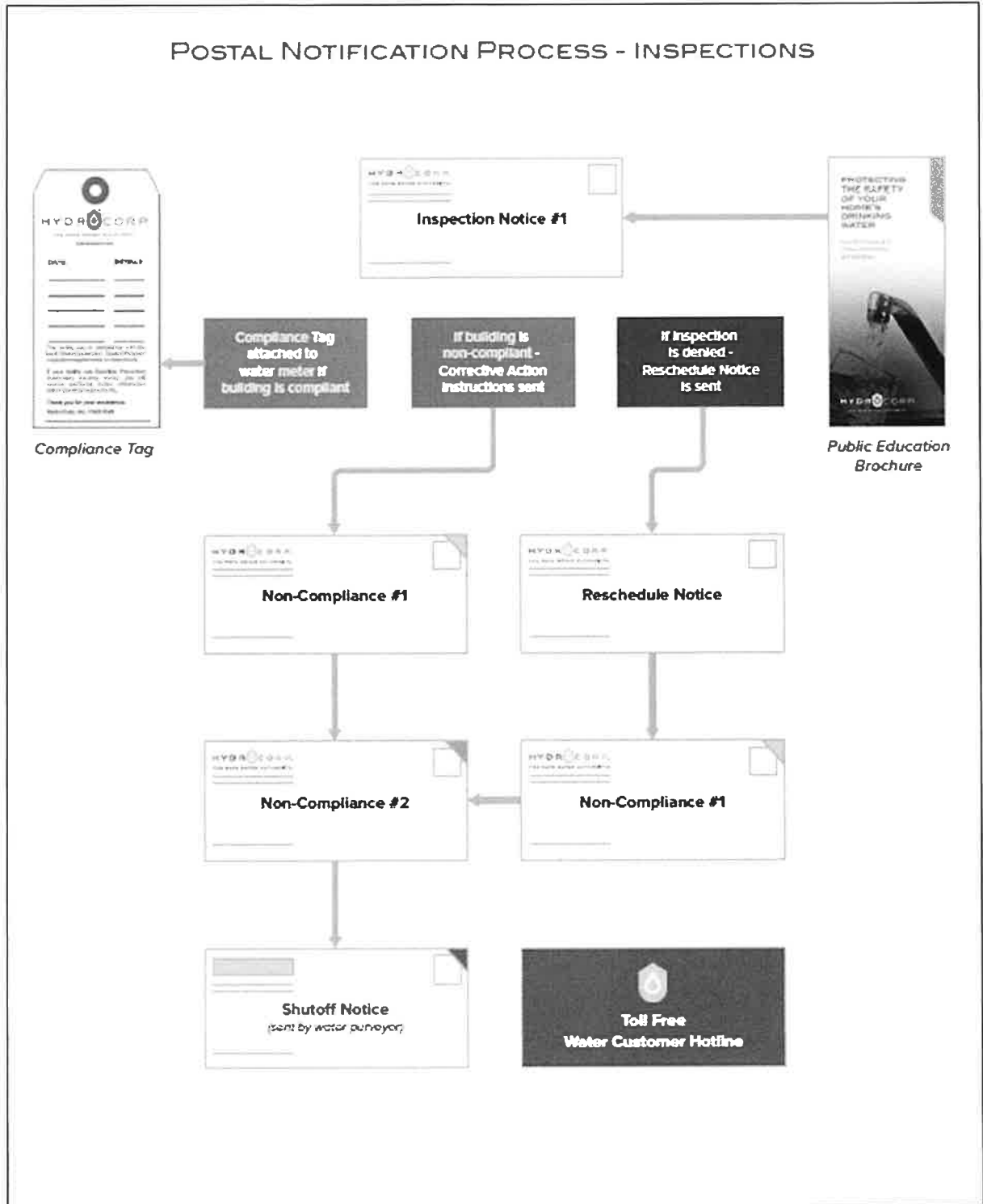


3.3. CCC Program Process





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 <http://www.hydrocorpinc.com/resources/links/>



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 (44) Non-Residential water services and up to (48) 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. 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.
- F. 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.
- G. 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.
- H. Conduct an annual review meeting to discuss overall program status and recommendations.
- I. 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.
- J. Provide ongoing support via phone, fax, internet, text or email.



PRICING/PROPOSED FEES

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

PRICING:

_____ **Initial Inspections of 44 non-residential services connections and an overall total of up to 48 inspections including follow up compliance inspections.**

_____ **\$7,848.00 dollars.**

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

6984. PY

Submitted by: HYDROCORP- CORPORATE OFFICE- 5700 CROOKS RD SUITE 100 TROY MI 48098

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

Accepted by:

X _____

Village/Utility Representative (Signature)

Date

Printed Name / Title



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:
 - American Water Works Association (AWWA) | AWWA – Wisconsin Chapter
 - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
 - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.



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	
		

WI Office (Above) Corporate Office (Below)

7. PROJECT REFERENCES

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



8. PROJECT TEAM QUALIFICATIONS

Corporate Officers



Larry J. La Bute, Founder & CEO - Chairman of the Board of Directors. Mr. La Bute 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 at 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 1st, 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 non-compliant 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.** Village will provide up to six (6) ASSE approved hose bill vacuum breakers or anti-frost 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:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

- 2.11 INSPECTION TERMS.** HydroCorp will perform **(44) Initial inspection, and up to (48)** total inspections over a **two (2)** year contract period. The total inspections include all initial inspections, compliance and re-inspections. *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 commercial, industrial, institutional, multifamily and public authority 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 **48** 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 1st, 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 **\$327.00** per month, **\$3,924.00** annually for a **two (2)** year contract period totaling **\$7,848.00**.
- 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.
- 5.6 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 54736

5.15 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



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 main core and focus 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 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, 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.



Public Safety Committee Meeting

April 13th, 2023

6:00 p.m.

The Village of Colfax Public Safety Committee met on April 13th, 2023 at 6:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members Present were: Jody Albricht, Jeff Prince and Margaret Burcham, Chair. Also present were Police Chief Anderson and Administrator-Clerk-Treasurer Niggemann.

Closed Session – A motion was made by Trustee Prince and seconded by Trustee Albricht to convene into closed session at 6:01 p.m. pursuant to WI Statutes 19.85(1) (c) considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises. a. Discuss/consider wages/salaries of Village employees. Voting For: Trustees Prince, Albricht and M. Burcham. Voting Against: none. Motion carried.

Open Session – A motion was made by Trustee Albricht and seconded by Trustee Prince to convene into open session at 6:52 p.m. to take any action resulting from the closed session. a. Discuss/consider wages/salaries of Village employees.

Recommendations to the Board

- Part-time Police Patrol wage range change from \$16 - \$18/hour to \$18 - \$19/hour without going before the Village Board. If officers are more experienced and Police Chief and Administrator feel that the officer should start at an amount greater than the range, the Board will review on a case-by-case basis.
- Officer Kjellberg recommended start wage of \$18 and after 90-day review, June 14th, 2023 \$19/hour.
- Officer Gray recommended start wage of \$21/hour.

Adjournment – A motion was made by Albricht and seconded by Prince to adjourn the meeting. All members voted in favor. Meeting adjourned.

Margaret Burcham, Chairperson

Elevator Meeting minutes

4/20/23

Attending: Mark Johnson, Gary Swartz, Lynn Niggemann, Lisa Bragg-Hurlburt, and LeAnn Ralph

(no members of the public were in attendance)

- Lynn McEntyre and Cory Scheidler from Cedar Corporation joined us for a tour of the building and to talk about / answer questions regarding the project.
- Cory and Lynn answered our questions from the list. (Paraphrased answers are in red).
 - In 2018 your company developed a general plan and cost estimate for our building's Elevator Project. Do you still think that plan is feasible? Yes, although the Village should take care that this fits into their long-term plan and takes into account that the library is undersized and that the police station would be safer with a garage.
 - If no changes are made to the original plan and the cost of materials and labor is taken into account, what might be a realistic 2024 cost estimate for our total project? Realistically the cost may have gone up 25% - 50% since 2018, because this is a specialty project that not just anyone can do. (That would bring the cost up to \$875,000 - \$1,051,000).
 - What would you charge to provide us with a formal revised cost estimate that reflects 2024 costs?
 - We are concerned about the structural integrity of the basement. What do you recommend be done to replace the temporary support beams? How worried should we be about cracking in the cement wall around the furnace area? The basement problems are fixable and this type of building should have a deep foundation. They would recommend digging around the outside of the building to add any necessary water-proofing. The cracked beam by the furnace (note: Lisa mistakenly said before the wall is cracked. Actually it is a beam) is easily fixable.

- Do we need a structural engineer to determine if the basement is stable enough on the SW side to build an addition over the top? Cedar Corps has a structural engineer in house.
- Is the idea of fixing up the basement for public use feasible? Yes
- If you could have a fresh slate, would you imagine something different for us?
- Are there ways to do any of this work in stages? The main goal for the project is "accessibility". Yes, but cost goes up
- Are there ways to improve access in the building less expensively? For example, what about a chair lift on one side of the front entry, to go from street level to the library? A smaller-style elevator could be used
- Your company has experienced some retirements and changes in the past few years. Do you feel confident you could give our project the time and thought it deserves and commit to timelines? Yes, the company is doing well and has expanded
- If we hire you to revise our cost estimate, would your company be able to walk us through the full design process? Yes
- The last time we worked with you, we learned that our project is not a good candidate for the planning grant. How much would you charge to take us all the way through the process of applying for a Community Development Block Grant, knowing we will not have that planning grant? The preliminary design would be 1-3% cost of construction (so for a \$1.5 million project that would be \$15,000 - \$45,000). At this point the Village Board would approve the design and set the date for construction. Then a more detailed design costing 6% of the construction would be done (\$90,000). At this point the grant application would be submitted for \$7000.

If the grant is approved, bids & contractors hired. If the grant is not approved, it can be applied for an indefinite amount of times in the future with very little additional cost because the design work will have been done.

The total Village portion for a project this size would be \$500,000.

So if we submit the CBDG in May 2024, we would find out by July 2024 whether we got it. If we get the grant, construction would need to begin in July 2025.

- Discuss your experience working with old buildings and federal and state registry requirements for historic buildings. Has enough experience to know that this can greatly affect what we're allowed to do, even on the inside of the building.

 - What do you think are the big questions we should consider before going further ahead with this project? Long term goals for the Village. This village has a healthy-looking downtown, but it's surprising we don't have a community center. Also the Library space is small and the police station is inadequate. Will this project be able to address those community needs? Does the Village Board believe in this project?

 - If you could give us any big piece of advice at this point, what would it be? This will not be an easy process. Go with a firm you can trust. You need a well-rounded firm.
-
- We toured the building

 - Current Elevator Project savings & pledges total \$123,196.86

 - We talked awhile after Lynn and Cory left and agreed that this interview with Cedar Corps surprised and impressed us. Cory has a very direct style, gives concise answers, and lives nearby (town of Howard). He seems very easy to work with. He gave us a much more positive view on the basement

- Lynn Niggemann advised us to attend a Village Board (plan is for late May) meeting to get the Board up to speed on what we're doing and build support for the project.
- Lisa will put the information we got from River Valley Architects and Cedar Corps into an Excel format that will help the Village Board analyze the proposals. Lisa will double-check with the two firms to make sure their information is presented accurately. Also Lisa will double-check with Lynn that the handout looks okay before presenting it to the Board.

The Elevator group will meet prior to the Village Board meeting we attend, to discuss strategy

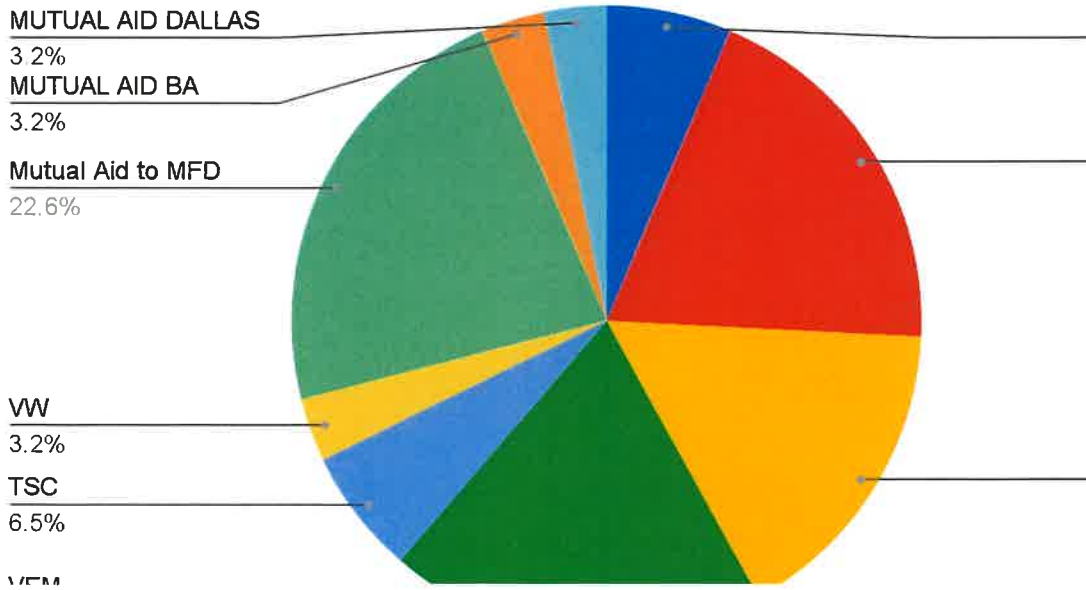
I will also attempt to get CBS squared on the schedule for a tour and Q & A session.

MARCH 2023 COLFAX RESCUE REPORT

MUNICIPALITIES RESPONDED TO:

TCol	2
VCol	6
TEM	5
VEM	6
TGr	0
TotC	0
TSC	2
TT	0
VW	1
Mutual Aid to MFD	7
MUTUAL AID BA	1
MUTUAL AID DALLAS	1

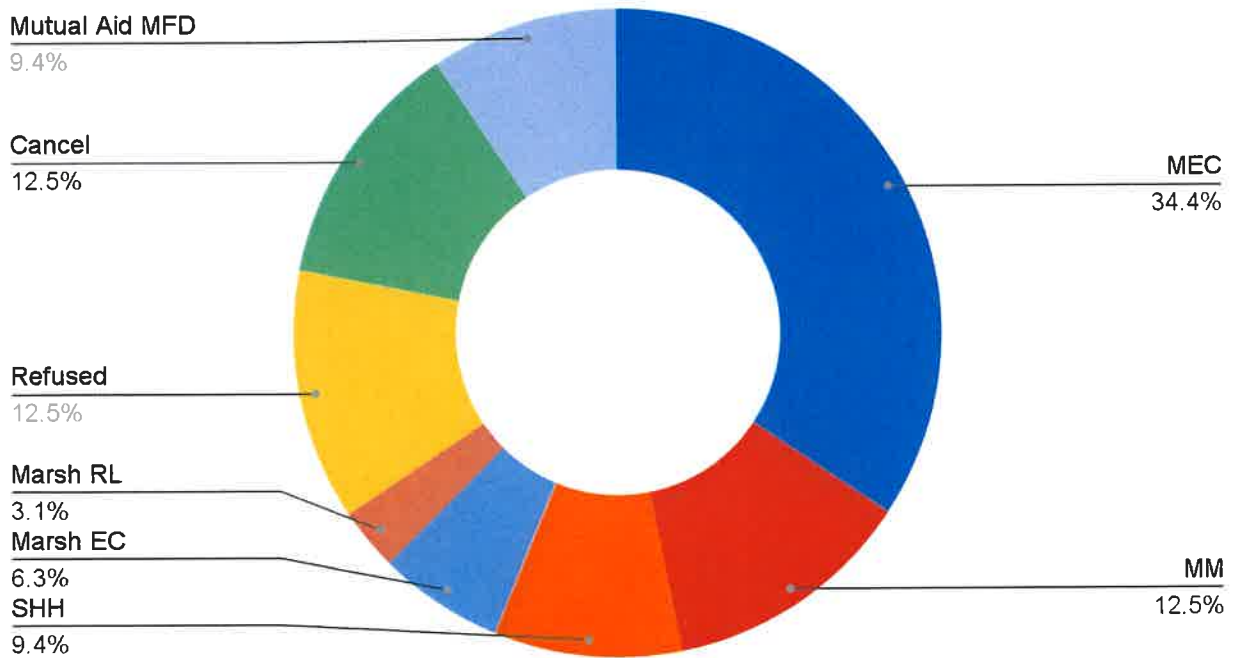
March 2023 Municipalities Responded to



RECEIVING FACILITIES:

MEC	11
MM	4
MBI	0
Mba	0
SHH	3
StJ	0
Marsh EC	2
Marsh RL	1
Refused	4
Cancel	4
Fire	0
Stdby	0
Mutual Aid MFD	3

MARCH 2023 Receiving Facilities



Total Trips

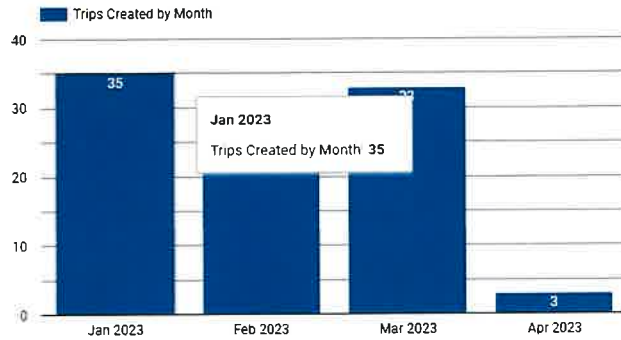
Based on Date of Service Selected Above

You can expand your view by changing 1 dates above

These numbers are accurate at the time of report generation and are not realtime.

Created
33
↑ 13.8%

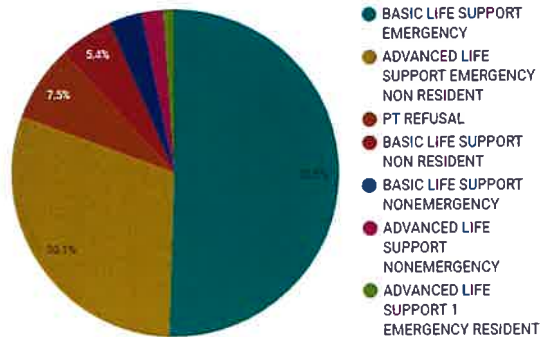
* The % Difference is based on the timeframe prior to the date selected



PCR Status Break Down



Service Level Break Down



FINANCIALS:

Summary	Beginning Miles	Monthly Ending Miles	2023 Miles	Gallons fuel	Pump Cost	Maintenance Cost	Cost per Mile	Engine Hours
M7	99972.2	100638	665.8	89.45	\$382.27	\$2,965.37	\$5.03	25
M8	76374	79033.9	2659.9	427.58	\$1,256.63	\$0.00	\$0.47	57
Total			3325.7	517.03	\$1,638.90	\$0.00	\$0.06	49

CRS NOTES:

- MARCH TRAINING WAS PERFORMED BY LISA FIELD NP FROM HSHS SACRED HEART WAS ON NEURO-SEIZURES.
- I HAVE STARTED THE MEDICARE COST ANALYSIS REPORT (ANTICIPATED TIME TO COMPLETE 24 HOURS PER CMS) THE DEADLINE TO SUBMIT IS THE END OF MAY IF NOT SUBMITTED ON TIME THEY WILL CUT OUR MEDICARE REIMBURSEMENT BY 10%.
- DON HAS TAUGHT CPR REFRESHER TO COLFAX PUBLIC WORKS, COLFAX PD, ELK MOUND PUBLIC WORKS, ELK MOUND PD, ELK MOUND VILLAGE CLERKS DEPT. ELK MOUND FIRE DEPT AND COLFAX FIRE DEPT.
- AUTUMN WILDFEUER WAS HIRED TO FILL THE 30 HOUR POSITION STARTING APRIL 9, 2023. SHE HAS BEEN AN EMT WITH US SINCE JANUARY, SHE PREVIOUSLY WORKED AT CTL AND DISPATCH HEALTH. SHE HAS LIVED IN COLFAX BUT IS MOVING WITH HER FUTURE HUSBAND TO THE PHILLIPS AREA AND WILL BE COMMUTING.
- CRS ALSO HIRED AVERY KAANTA EMT WHO IS A FIRE MEDIC STUDENT AT CVTC AND IS ON EAU CLAIRE FIRE. WE ALSO HIRED KATRINA JOST ADVANCED EMT WHO LIVES JUST OUTSIDE OUR DISTRICT AND WORKS FOR NORTH MEMORIAL AMBULANCE IN THE SPOONER AREA.
- YOU WILL NOTICE A HIGHER-THAN-NORMAL MUTUAL AID REQUEST IN MARCH THIS WAS PRIMARILY BECAUSE OF BAD WEATHER AND MENOMONIE BEING DOWN ONE AMBULANCE.
- APRIL 21 ELK MOUND HIGH SCHOOL WILL BE HOSTING A MOCK CAR CRASH WHICH CRS WILL PARTICIPATE WITH ELK MOUND FIRE, ELK MOUND PD, MAYO ONE ETC.
- DON WILL BE ATTENDING A NO COST TRAINING APRIL 22, PIO TRAINING
- DON WILL BE TEACHING HIGH SCHOOL SENIOR CPR AT COLFAX HIGH SCHOOL MAY 9 AND 10.
- CRS HOPES FRO SAF HIGH SCHOOL PROMS ELK MOUND APRIL 22 AND COLFAX APRIL 29. ONE LAST NOTE CONGRATULATIONS TO THE COLFAX GIRLS BASKETBALL TEAM ON A GREAT EFFORT AT STATE BASKETBALL.
- I HAVE INCLUDED A REPORT FROM THE UNIVERSITY OF WISCONSIN RURAL HEALTH **THE RELIABILITY OF WISCONSIN'S 911 AMBULANCE RESPONSE.** :https://worh.org/wp-content/uploads/2023/03/EMS-Reliability-Report_March2023.pdf

Administrator-Clerk-Treasurer
April 21st, 2023

Meetings to plan for:

4/25/2023- Solid Waste & Recycling Committee meeting – Fire Station at 7 p.m.

5/1/2023 – **Board of Zoning** meeting

5/1/2023 – **Natural Lawn Application** – Letters sent out for residents within 300 feet of the Northwest LLC property. Residents have the opportunity to express if they are against or in favor of the natural lawn.

5/4/2023 – **Trustee Vacancy** 2 p.m. deadline to submit a Letter of Interest.

5/8/2023 – **Board Meeting**

5/10/2023 to 5/16/2023 – **Open Book** – The assessor will be at Village Hall from 4 p.m. to 6 p.m. on 5/10/2023 for residents to ask questions. The assessor's book will be at Village Hall for viewing beginning 5/10/2023 through 5/16/2023.

5/12/2023 – **Board Meeting**

5/17/2023 – **Board of Review** - 5 p.m. to 7 p.m. We need a quorum in the event a hearing would need to be scheduled, however we are required to be in session for the entire four hours.

5/19/2023 – Colfax Graduation

5/26/2023 – **Board Meeting**

5/29/2023 – Memorial Day

6/4/2023 – Event in the auditorium

6/2/2023 to 6/9/2023 – Sheila is off

6/5/2023 to 6/14/2023 – Don Knutson is off

6/12/2023 – **Board Meeting**

6/15/2023 to 6/18/2023 – Colfax Free Fair

6/26/2023 – **Board Meeting**

6/30/2023 – Lynn is off

7/6/2023 – 7/7/2023 – Lynn is off

7/10/2023- **Board Meeting**