

Village of Colfax
Regular Board Meeting Agenda
Monday, January 13, 2025
7:00 p.m.
Village Hall, 613 Main Street Colfax, WI 54730

1. Call the Regular Board Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Communications from the Village President
6. Consent Agenda
 - a. Regular Board Meeting Minutes –December 16th, 2024
 - b. Review Statement of Bills Pooled Checking – December 16th, 2024 – January 12th, 2025
 - c. Review Statement of Bills Solid Waste & Recycling Checking- December 16th, 2024 – January 12th, 2025
 - d. Training Requests –
 - Carrie Johnson – WI Public Finance Seminar Feb 13-14 by EHLERS
 - Chrystal Smith – WEMSA Conference Jan 21-24. Will ONLY need to pay for Continuing Education classes.
 - e. Facility Rental – none
 - f. Licenses –none
7. Consideration Items
 - a. Hydro-Corp Renewal Agreements – Residential & Non-Residential
 - b. Loan Application - BCPL (re-approve corrected documentation from 11.13.24 meeting)
 - c. New Ambulance – Request to showcase at WEMSA on January 21st-24th. Chrystal Smith will accompany and attend trainings as available. Delivery of new ambulance will occur after the show.
8. Committee/Department Reports/Discussions – (no action)
 - a. Finance
 - b. Police collections-2024
9. Closed Session - Motion to convene into closed session 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. Public Works Director
10. Open Session – Motion to convene into open session to take any action resulting from the closed session.
 - a. Discuss/consider action from closed session if any.
11. Adjourn

Any person who has a qualifying disability as defined by the American with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Carrie L Brown Administrator-Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962-3311 by 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 – December 16, 2024

On December 16th, 2024, the Village Board met at the Village Hall, 613 Main Street, Colfax, WI at 7:00 p.m. Members present: Trustees Jenson, Burcham, Best, Stene, Rud and Prince. Excused: Trustee Davis. Others present included Deputy Clerk-Treasurer Riemer, Public Works Director Bates and Josh Melstrom. No media was present.

Communications from Village President-none

Public Hearing-Re-zone Lots 1 & 2 Dunn Street from R5-Multiple Family Residential District to R6-New Zero Lot Line Single Family District. The public hearing notice for November 25, 2024 were not published correctly, the notices have been done correctly now. The Board is conducting the Public Hearing to re-vote on the re-zoning for Lots 1 & 2 Dunn St. A motion was made by Trustee Burcham and seconded by Trustee Stene to approve the recommendation from the Planning Commission to re-zone Lots 1 & 2 Dunn Street from R5-Multiple Family Residential District to R6-New Zero Lot Line Single Family District. Voting For: Trustees Best, Stene, Jenson, Rud, Burcham and Prince. Voting Against: none. Motion carried.

Consent Agenda

Regular Board Meeting Minutes –November 25th, 2024

Review Statement of Bills Pooled Checking–November 25th, 2024 to December 15th, 2024

Review Statement of Bills Solid Waste & Recycling Checking – November 25th, 2024 to December 15th, 2024

Training Request –Rand Bates – WRWA Wastewater Training-December 19, 2024

Facility Rental –none

Licenses- Operator’s License-December 16, 2024-June 30, 2025-Drake Knutson – Synergy Cooperative

Secondhand Jewelry Permit-Twice Blessed Treasures- January 1, 2025 to December 31, 2025

-A motion was made by Trustee Stene and seconded by Trustee Burcham to approve consent agenda items 6a-f, which includes regular Board meeting minutes November 25, 2024, Statement of bills-pooled checking, Statement of bills-Solid waste & recycling November 25, 2024 to December 15, 2024, Training request Rand Bates-WRWA Wastewater Training, December 19, 2024 and Operator’s License-December 16, 2024-June 30, 2025-Drake Knutson-Synergy Cooperative. A voice vote was taken with all members voting in favor. Motion carried.

Selection of Building Inspector- Josh Melstrom was present to answer any questions the Board had. Trustee Burcham wanted to know how the fees worked. Melstrom indicated there was no cost to the Village, when he issues a permit he collects the fees. Trustee Best wanted to know if he did inspections upon request from the Board, he stated he would. Trustee Best also wondered how many places he had right now and how timely he would be able to issue permits. Melstrom stated he currently has about 8 townships and villages he works for, and can usually respond within a day, 2 days at most. A motion was made by Trustee Jenson and seconded by Trustee Rud to offer the building inspector position to Matt Flatland. Voting For: Trustees Jenson, Rud and Stene. Voting Against: Trustees Best, Burcham and Prince. Tie vote, motion fails. A motion was made by Trustee Stene and seconded by Trustee Best to offer the building inspector position to Josh Melstrom. Voting For: Trustees Burcham, Rud, Stene, Best and Prince. Voting Against: Trustee Jenson. Motion carried. Melstrom will send over a contract and will start January 1, 2025 as the new building inspector for the Village.

Update signage for Cemetery – Public Works Director Bates stated the current signs for removing items at the cemetery needs to be updated and larger. It states all flowers need to be removed by October 1st but does not mention pots, shepherd hooks, etc. Items are currently removed if placed after October 1st and stored in the shed. Some of the sites do not get maintained regularly so there can be 50-60 items in the shed. Bates believes if the signs are larger and explains more, we can reduce any confusion people may have about the policy. There was talk about shepherd hooks possibly being cemented in, Bates stated that would be preferred. Trustee Rud was concerned about them cementing themselves. A motion was made by Trustee Stene and seconded by Trustee Burcham to approve the concept and to get verbage for signs together and bring back before Board for final approval. Trustee Stene also mentioned that including the Village number on the sign so if anyone wanted to come before the Board for special requests. A voice vote was taken with all members voting in favor. Motion carried.

Set policy for Christmas Decorations to be put up – Discussion included putting decorations up before Thanksgiving, before Christmas in the Village parade or by December 1st. Bates presented to the Board a list of surrounding municipalities and when they do theirs. None of them actually had a policy and most were put up the week of Thanksgiving. Trustee Best wondered how long it usually takes, Bates stated roughly 4 hours. He also stated he wasn’t a fan of putting them up before Thanksgiving, but it was up to the Board to decide. A motion was made by Trustee Best and seconded by Trustee Burcham to have Christmas decorations up no

later than December 1st each year. Voting For: Trustees Best, Stene, Rud, Burcham and Prince. Voting Against: Jenson. Motion carried.

Chrome Book Options- Administrator Johnson had put a couple different options together for Chrome Books for the Board to start using at meetings. There is a 14" HP, \$229, and Lenovo, \$204, to choose from. Trustee Best thought the HP would be better since it had more memory, Trustee Burcham agreed. A motion was made by Trustee Best and seconded by Trustee Burcham to approve the purchase of the HP Chrome Books. Voting For: Trustees Burcham, Rud, Jenson, Best and Prince. Voting Against: Trustee Stene. Motion carried. It was stated that one for each member will be purchased and Administrator Johnson is looking into a Grant for this purchase.

Deputy Clerk- Treasurer Riemer wanted to remind everyone to respond to the Christmas party so a head count can be made.

Trustee Stene stated he would like the Veteran's Memorial possible Village contribution to be put on January agenda. It was stated that it should go to Parks Committee first, so will be added at the next Parks meeting.

Adjourn – A motion was made by Trustee Burcham and seconded by Trustee Best to adjourn the meeting at 7:50 p.m. A voice vote was taken with all members voting in favor. Meeting Adjourned.

Jeff Prince, Village President

Attest: _____
Sheila Riemer, Deputy Clerk-Treasurer

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 12/16/2024 From Account:
Thru: 1/12/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
XCEL	12/27/2024	XCEL ENERGY	1,365.65
XCEL	1/07/2025	XCEL ENERGY	2,927.65
80119	12/31/2024	24-7 TELCOM	24.95
80120	12/31/2024	AT&T MOBILITY	535.86
80121	12/31/2024	AYRES ASSOCIATES	616.25
80122	12/31/2024	BOBCAT PRO	200.00
80123	12/31/2024	CAPITAL ONE	104.21
80124	12/31/2024	CENTURY LINK	129.34
80125	12/31/2024	CREDIT SERVICE INTERNATIONAL	143.50
80126	12/31/2024	HAWKINS, INC.	1,015.44
80127	12/31/2024	HENRY SCHEIN	592.79
80128	12/31/2024	HUEBSCH LAUNDRY CO	90.80
80129	12/31/2024	LE PHILLIPS MEMORIAL PUBLIC LIBRARY	9.99
80130	12/31/2024	SHEILA RIEMER	283.96
80131	12/31/2024	T-MOBILE	29.40
80132	12/31/2024	VIKING ELECTRIC SUPPLY	694.40
80133	12/31/2024	WRWA	410.00
AFLAC	12/27/2024	AFLAC	61.86
EFTPS	12/20/2024	EFTPS-FEDERAL-SS-MEDICARE	7,993.79
EFTPS	1/07/2025	EFTPS-FEDERAL-SS-MEDICARE	8,362.42
WIDOR	12/20/2024	WI DEPARTMENT OF REVENUE	1,281.41
WIDOR	1/07/2025	WI DEPARTMENT OF REVENUE	1,315.41
WIETF	12/27/2024	WI DEPT OF EMPLOYEE TRUST FUNDS	8,797.80
BREMER	1/10/2025	CARDMEMBER SERVICE	734.43
PITNEY	12/26/2024	PITNEY BOWES GLOBAL FINANCIAL SERVICES	168.24
CHARTER	12/23/2024	CHARTER COMMUNICATIONS	512.65
CHARTER	12/28/2024	CHARTER COMMUNICATIONS	159.98
WIDCOMP	12/19/2024	WISCONSIN DEFERRED COMPENSATION	185.00
WIDCOMP	1/07/2025	WISCONSIN DEFERRED COMPENSATION	185.00
WEENERGIES	12/17/2024	WE ENERGIES	240.06
WEENERGIES	12/17/2024	WE ENERGIES	97.64
WEENERGIES	12/17/2024	WE ENERGIES	-97.64
WEENERGIES	12/17/2024	WE ENERGIES	97.64

1/10/2025 11:35 AM

Reprint Check Register - Quick Report - ALL

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ACCT

POOLED CHECKING ACCOUNT

Accounting Checks

Posted From: 12/16/2024

From Account:

Thru: 1/12/2025

Thru Account:

Check Nbr	Check Date	Payee	Amount
Grand Total			39,269.88

1/10/2025 11:36 AM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

SOLID WASTE & RECYCLING RU

Accounting Checks

Posted From: 12/16/2024 From Account:
Thru: 1/12/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
1469	12/31/2024	AT&T MOBILITY	60.88
1470	12/31/2024	FIRST CHOICE	345.40
1471	12/31/2024	JENSON FAMILY FARMS LLC	1,281.25
1472	12/31/2024	JOHNSON ROLL-OFF SERVICE, LLC	14,852.80
1473	12/31/2024	LYNN NIGGEMANN	2,506.50
1474	12/31/2024	TOWN OF ELK MOUND	365.75
		Grand Total	19,412.58

Meeting / Continuing Education Travel / Meeting Request Form

Name: Carrie Johnson-Brown Position: Administrator-Clerk-Treasurer
 Date 1/13/25 Department: Administration
 Estimate Costs: \$ \$550
 Date(s) of meeting 2/13/25-2/14/25 Employee IS / IS NOT required to attend
 Name of Requested Training: Public Finance – Ehler's

Please include any additional comments on the back of this form INFORMATION INCLUDED

Expense Estimate:	Requested	Approved
Tuition / Registration	\$210 Are others attending this meeting	YES / <u>NO</u>
Mileage / Airfare (yes, list names)	304 miles/\$212.80	(If
Lodging	\$ 375 (plus	hotel fees)
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration		
Total \$797.80		
Time Request:	Requested	Approved
Number of days absent: 2		
From Work Setting		
Vacation		
Paid Conference Time Y		
Absent Without Pay (own time)		
Other		

**A COPY OF THE MEETING DESCRIPTION AND AGENDA
MUST BE ATTACHED TO THIS REQUEST**

 Supervisor Date

Approved by the Board on _____

Carrie Johnson

Approval? 1-13-25

From: Ehlers <editor@ehlers-inc.com>
Sent: Friday, December 20, 2024 9:07 AM
To: clerktreasurer@villageofcolfaxwi.org
Subject: Ehlers' 2025 Wisconsin Public Finance Seminar



Building Communities.
It's what we do.



December 20, 2024

Hello everyone,

We're excited to invite you to Ehlers' annual Wisconsin Public Finance Seminar!

When:

February 13-14, 2025

Where:

Kalahari Resort & Convention Center
1305 Kalahari Drive
Baraboo, Wisconsin 53913

[VIEW SEMINAR AGENDA & REGISTRATION INFORMATION](#)

Please note:

Meeting / Continuing Education Travel / Meeting Request Form

Name: Chrysal Smith Position: EMS Director
 Date 1/9/2025 Department: EMS
 Estimate Costs: \$ 250
 Date(s) of meeting 1/21/25-1/24/25 Employee is NOT required to attend (circle one)
 Name of Requested Training: WEMSA

What alternatives are there to attending this meeting? (In- house resources, literature review, participation in meetings closer to Eau Claire, etc.): n/a

How will you share what you have learned with others? Continuing Ed, showcasing new ambulance

Please include any additional comments on the back of this form INFORMATION INCLUDED

Expense Estimate:	Requested	Approved	
Tuition / Registration	\$250	See Attached	*Are others attending this meeting YES / NO
Mileage / Airfare	0		(If yes, list names)
Lodging	250		
*Would like the Registration Fee Miscellaneous pre paid and mailed with your registration			
Total 500			
Time Request:	Requested	Approved	
Number of days absent: 3			
From Work Setting			
Vacation			
Paid Conference Time 3			
Absent Without Pay (own time)			
Other			

**A COPY OF THE MEETING DESCRIPTION AND AGENDA
MUST BE ATTACHED TO THIS REQUEST**

Supervisor Date

Approved by the Board on _____

WEMSA 2025

CONFERENCE & EXPO

CLASSES & WORKSHOPS

JAN 21ST - 24TH
RESCH EXPO, GREEN BAY, WI

[REGISTER FOR CLASSES!](#)

EXHIBIT HALL

JAN 22ND - 24TH
RESCH EXPO, GREEN BAY, WI

[REGISTER FOR AN EXPO PASS!](#)



ATTENDEES
REGISTER TODAY



EXHIBITORS
SECURE YOUR BOOTH



SPONSORS
CONNECT NOW

FROM OUR ATTENDEES:

"THIS IS THE BEST CONFERENCE IN THE MIDWEST, AND OFFERS A GREAT VARIETY OF EDUCATIONAL OPPORTUNITIES!"

"THIS WAS ONE OF THE BEST CONFERENCES I HAVE ATTENDED. IT IS A GRATEFUL FEELING TO SEE ALL THAT WEMSA IS DOING TO MOVE TOWARD THE FUTURE. I HAVE BEEN ATTENDING THE CONFERENCE FOR MANY YEARS AND I ALWAYS COME AWAY REFRESHED."

Res.

Renewal Service Agreement

DEVELOPED FOR

Randy Bates

Colfax, Village of

613 Main St P O Box 417 - Vige Hall

Colfax, WI, 54730

1/6/2025

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.

HYDROCORP.

THE SAFE WATER AUTHORITY.

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

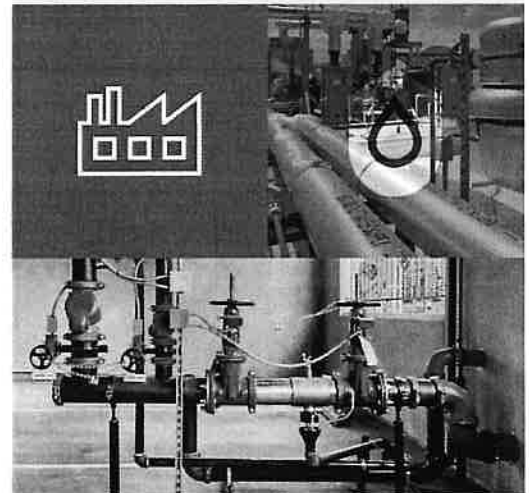
WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL

SCOPE OF WORK3-4

PROFESSIONAL SERVICE AGREEMENT,5-9

APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Colfax, Village of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Colfax, Village of with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the Colfax, Village of and HydroCorp, you may expect completion of the following elements within a 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company 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 (Residential Homes)
- Review/establish procedure for vacant homes.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish procedures including supplemental information/notification that may be requested from these types of homes in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at residential homes within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee.

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic 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)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: residential.

1.10. Inspection Terms. Company will perform a maximum of 24.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional inspections above the contract terms will be billed separately at a rate of \$95.04. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater. Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all residential homes.

1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$93.36	\$1,120.32
2	\$97.09	\$1,165.13
Contract Total		\$2,285.45

Contract Amount is based upon a 24 Months and shall renew in 12-month increments after unless written cancellation by either party is received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 3/1/2025.

Colfax, Village of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these “Terms”) are the only terms which govern the provision of the professional services (“Services”) by HydroCorp, LLC, a Michigan limited liability company (“Company”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“Client”, and together with Company the “Parties” and each individually a “Party”). The attached statement of work, order form, proposal, or purchase order (the “Proposal”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “Client Contract Manager”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be

responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “Company Representatives”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “Deliverables” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “Intellectual Property Rights” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited,

irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET

CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors,

subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. **Indemnification.** Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. **Limited Warranty.**

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. **Insurance.**

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law,

Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. **Entire Agreement.** This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this [Section 15](#)). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this [Section 15](#).

16. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. **Assignment; Successors and Assigns.** Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of

its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this [Section 18](#) shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. **Choice of Law.** This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such

failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party

shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

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 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ 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 courteous 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 370 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.

Renewal Service Agreement

DEVELOPED FOR

Randy Bates

Colfax, Village of

613 Main St P O Box 417 - Vlge Hall

Colfax, WI, 54730

1/6/2025

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.

Non-Res.

HYDR O CORP.

THE SAFE WATER AUTHORITY.

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

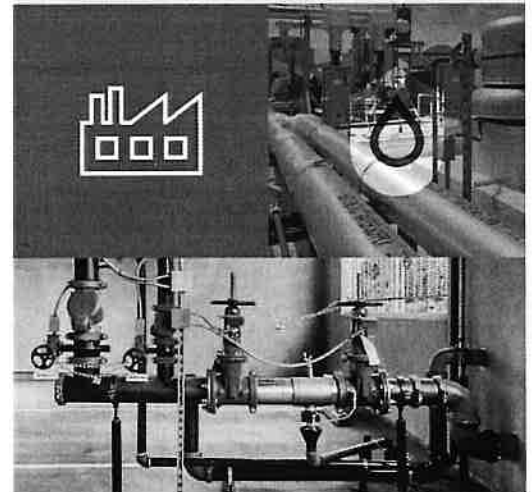
WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL

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APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Colfax, Village of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Colfax, Village of with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the Colfax, Village of and HydroCorp, you may expect completion of the following elements within an 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company 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 (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols 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.

1.2. Inspections. Company 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 the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic 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)

1.8. **Support.** Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. **Facility Types.** The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company 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 Client to help verify program compliance.

1.10. **Inspection Terms.** Company will perform a maximum of 48.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$177.00. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. **Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater .** Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. **Policy Manual.** Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. **Inventory.** Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. **Data Management.** Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. **Annual Year-End Review.** Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$347.20	\$4,166.40
2	\$361.09	\$4,333.06
Contract Total		\$8,499.46

Contract Amount is based upon a 24 Months and shall renew in 12-month increments after unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 3/1/2025.

Colfax, Village of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

**HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

1. **Applicability.** These terms and conditions (these “Terms”) are the only terms which govern the provision of the professional services (“Services”) by HydroCorp, LLC, a Michigan limited liability company (“Company”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“Client”, and together with Company the “Parties” and each individually a “Party”). The attached statement of work, order form, proposal, or purchase order (the “Proposal”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “Client Contract Manager”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to

Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this [Section 4](#) shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this [Section 4](#). Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**
(a) Except as set forth in [Section 5\(c\)](#), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any

fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client

Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company’s Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client’s option, elect to access and use Company’s Software Data Management Program (the “**Software**”) during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT’S USE OF THE SOFTWARE WILL MEET CLIENT’S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as “confidential” (“**Confidential Information**”); provided, however, that Confidential

Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this [Section 6](#); (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. [Indemnification](#). Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. [Representations and Warranties](#). Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity

as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. [Limited Warranty](#).

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with [Section 12](#).

ii. In the event the Agreement is terminated pursuant to [Section 10\(b\)\(i\)](#) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN [SECTION 10\(a\)](#) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. [Limitation of Liability](#). IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final

completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

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 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ 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 courteous 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 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & 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.

STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943

APPLICATION FOR STATE TRUST FUND LOAN
VILLAGE - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

VILLAGE OF COLFAX

Date sent: January 7, 2025

Received and filed in Madison, Wisconsin:

ID # 05606095

RAS

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TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned president and clerk of the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Two Hundred Fifty Five Thousand And 00/100 Dollars (\$255,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing TID #3 street projects**.

The loan is to be continued for a term of **5** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **5.50** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the Village with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the village board of the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the 13 day of January, 2025.

At the aforesaid meeting a resolution was passed by a vote of not less than a majority of the members of the village board approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Two Hundred Fifty Five Thousand And 00/100 Dollars (\$255,000.00)** from the Trust Funds of the State of Wisconsin to the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, for the purpose of **financing TID #3 street projects**. That at the same time and place, the village board of the Village of **Colfax** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the Village, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the village clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the Village of **Colfax**, certified to by the president and clerk, accompanies this application.

Given under our hands in the Village of **Colfax**, County(ies) of **Dunn**, Wisconsin, this 13 day of January, 2025.

President, Village of **Colfax**

Clerk, Village of **Colfax**

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FORM OF RECORD

The following preamble and resolutions were presented by Trustee _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Two Hundred Fifty Five Thousand And 00/100 Dollars (\$255,000.00)** for the purpose of **financing TID #3 street projects** and for no other purpose.

The loan is to be payable within **5** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **5.50** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Village of **Colfax** by such loan from the state be applied or paid out for any purpose except **financing TID #3 street projects** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the president and clerk of the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, are authorized and empowered, in the name of the Village to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Village pursuant to this resolution. The president and clerk of the Village will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Village forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

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Trustee _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

- | | | | | |
|-----|---------|-------------------------|-------|-------|
| 1. | Trustee | <u>Clint Best</u> | voted | _____ |
| 2. | Trustee | <u>Margaret Burdham</u> | voted | _____ |
| 3. | Trustee | <u>Carey Davis</u> | voted | _____ |
| 4. | Trustee | <u>Annie Jensen</u> | voted | _____ |
| 5. | Trustee | <u>Gary Stone</u> | voted | _____ |
| 6. | Trustee | <u>Jeff Prince</u> | voted | _____ |
| 7. | Trustee | <u>Jen Rud</u> | voted | _____ |
| 8. | Trustee | _____ | voted | _____ |
| 9. | Trustee | _____ | voted | _____ |
| 10. | Trustee | _____ | voted | _____ |

A majority of the members of the village board of the Village of **Colfax**, in the County(ies) of **Dunn**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

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STATE OF WISCONSIN

Village of **Colfax**

County(ies) of **Dunn**

I, Carrie Johnson, Clerk of the Village of **Colfax**, County(ies) of **Dunn**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the village board of the Village of **Colfax** at a meeting held on the _____ day of _____, 20____ relating to a loan from the State Trust Funds. I further certify that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the village board of the Village of **Colfax** is constituted by law to have 7 members, and that the original of said preamble and resolutions was adopted at the meeting of the village board by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the Village.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Village of **Colfax** this _____ day of _____, 20____.

Clerk (Signature)

Village of **Colfax**

County(ies) of **Dunn**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Attachment to Page 6 of State Trust Fund Loan Application

For Discussion Only

Village of Colfax, WI

Outstanding General Obligation Debt Issues (as of 11/15/2024)

Year	Issue Amount	Name	Amount Outstanding	2024 Payments Remaining	Creditor
2013	1,310,000	General Obligation Corporate Purpose Bonds	295,000	-	Bremer Bank, National Association
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2019	630,000	General Obligation Promissory Note	340,516	-	Dairy State Bank
2024	255,000	State Trust Fund Loan No. 1	255,000	-	Board of Commissioners of Public Lands
2024	500,648	State Trust Fund Loan No. 2	500,648	-	Board of Commissioners of Public Lands
Total			\$1,431,057	-	

Prepared by Ehlers

11/15/2024

STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943

APPLICATION FOR STATE TRUST FUND LOAN

VILLAGE - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

VILLAGE OF COLFAX

Date sent: January 7, 2025

Received and filed in Madison, Wisconsin:

ID # 05606094

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned president and clerk of the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Five Hundred Thousand Six Hundred Forty Eight And 00/100 Dollars (\$500,648.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing TID #5 street projects**.

The loan is to be continued for a term of **18** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the Village with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the village board of the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the 13 day of January, 2025.

At the aforesaid meeting a resolution was passed by a vote of not less than a majority of the members of the village board approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Five Hundred Thousand Six Hundred Forty Eight And 00/100 Dollars (\$500,648.00)** from the Trust Funds of the State of Wisconsin to the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, for the purpose of **financing TID #5 street projects**. That at the same time and place, the village board of the Village of **Colfax** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the Village, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the village clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the Village of **Colfax**, certified to by the president and clerk, accompanies this application.

Given under our hands in the Village of **Colfax**, County(ies) of **Dunn**, Wisconsin, this 13 day of January, 2025.

President, Village of **Colfax**

Clerk, Village of **Colfax**

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FORM OF RECORD

The following preamble and resolutions were presented by Trustee _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Five Hundred Thousand Six Hundred Forty Eight And 00/100 Dollars (\$500,648.00)** for the purpose of **financing TID #5 street projects** and for no other purpose.

The loan is to be payable within **18** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Village of **Colfax** by such loan from the state be applied or paid out for any purpose except **financing TID #5 street projects** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the president and clerk of the Village of **Colfax**, in the County(ies) of **Dunn**, Wisconsin, are authorized and empowered, in the name of the Village to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Village pursuant to this resolution. The president and clerk of the Village will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Village forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

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Trustee _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

- | | | | | |
|-----|---------|-------------------------|-------|-------|
| 1. | Trustee | <u>Clint Best</u> | voted | _____ |
| 2. | Trustee | <u>Margaret Burdham</u> | voted | _____ |
| 3. | Trustee | <u>Carey Davis</u> | voted | _____ |
| 4. | Trustee | <u>Annie Jensen</u> | voted | _____ |
| 5. | Trustee | <u>Jeff Prince</u> | voted | _____ |
| 6. | Trustee | <u>Gary Stone</u> | voted | _____ |
| 7. | Trustee | _____ | voted | _____ |
| 8. | Trustee | _____ | voted | _____ |
| 9. | Trustee | _____ | voted | _____ |
| 10. | Trustee | _____ | voted | _____ |

A majority of the members of the village board of the Village of **Colfax**, in the County(ies) of **Dunn**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN

Village of **Colfax**

County(ies) of **Dunn**

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Village of **Colfax** this _____ day of _____, 20____.

Clerk (Signature)

Village of **Colfax**

County(ies) of **Dunn**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Attachment to Page 6 of State Trust Fund Loan Application

For Discussion Only

Village of Colfax, WI

Outstanding General Obligation Debt Issues (as of 11/15/2024)

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Total			\$1,431,057	-	

2024

TIMELINE BY MONTH	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS YTD
FUND 100 - GENERAL FUND													
REVENUES	761,883.03	313,119.79	10,401.59	67,727.50	26,581.84	23,464.72	104,989.15	172,251.19	49,355.60	206,213.49	290,579.52	123,147.41	2,150,714.83
EXPENSES	(151,692.78)	(104,112.99)	(91,566.90)	(98,170.52)	(96,467.74)	(480,341.80)	(89,489.06)	(404,643.29)	(81,962.57)	(150,278.23)	(157,462.06)	(71,832.34)	(2,087,040.28)
EXCESS OF REVENUES/EXPENSES	\$ 610,190.25	\$ 209,006.80	\$ (81,165.31)	\$ (30,443.02)	\$ (68,885.90)	\$ (455,877.08)	\$ 15,500.09	\$ (232,392.10)	\$ (32,606.97)	\$ (44,064.74)	\$ 123,117.46	\$ 51,215.07	\$ 63,674.55
FUND 200 - RESCUE													
REVENUES	210,261.51	60,606.66	142,148.36	40,338.44	50,393.46	84,127.48	68,705.36	0.00	0.00	0.00	24,872.43	0.00	681,453.70
EXPENSES	(43,647.69)	(65,620.38)	(99,206.88)	(38,967.13)	(39,557.99)	(41,417.23)	(40,879.14)	(59,826.18)	(37,369.63)	(39,137.96)	(34,365.53)	(33,490.99)	(513,536.73)
EXCESS OF REVENUES/EXPENSES	166,613.82	(5,013.72)	102,941.48	1,351.31	10,835.47	42,680.25	27,826.22	(59,826.18)	(37,369.63)	(39,137.96)	(9,493.10)	(33,490.99)	167,916.97
FUND 300 SOLID WASTE													
REVENUES	42,690.10	45,539.34	6,143.88	98,558.12	33,973.74	11,923.92	32,576.24	71,489.06	7,560.74	66,855.16	8,815.18	33,396.12	459,521.60
EXPENSES	(7,130.13)	(23,174.40)	(18,035.53)	(21,874.98)	(8,306.90)	(24,077.79)	(44,689.02)	(36,130.61)	(31,750.09)	(30,563.25)	(24,233.62)	(29,117.31)	(289,613.63)
EXCESS OF REVENUES/EXPENSES	\$ 35,559.97	\$ 22,364.94	\$ (11,891.65)	\$ 76,683.14	\$ 25,666.84	\$ (12,153.87)	\$ (12,112.78)	\$ 35,358.45	\$ (24,189.35)	\$ 46,351.91	\$ (15,408.44)	\$ 4,278.81	\$ 169,907.97
FUND 610 - WATER													
REVENUES	40,197.86	1,642.13	1,438.41	40,448.85	1,508.00	1,891.32	46,920.19	1,428.89	1,566.80	45,758.28	3,116.71	1,579.56	187,504.94
EXPENSES	(13,740.56)	(10,550.71)	(21,251.68)	(13,489.72)	(18,413.14)	(32,848.21)	(12,557.38)	(12,737.97)	(12,507.90)	(15,262.38)	(111,382.45)	(4,832.33)	(274,594.55)
EXCESS OF REVENUES/EXPENSES	\$ 26,457.30	\$ (8,908.58)	\$ (19,813.27)	\$ 26,959.13	\$ (16,905.14)	\$ (20,948.89)	\$ 34,362.81	\$ (11,309.14)	\$ (10,941.10)	\$ 30,495.90	\$ (108,265.74)	\$ (4,632.33)	\$ (87,089.61)
FUND 620 - SEWER													
REVENUES	48,773.09	95.07	138.53	49,791.88	226.45	402.37	53,909.23	123.03	(241.88)	52,202.13	280.59	0.00	205,700.49
EXPENSES	(9,516.63)	(6,449.43)	(12,213.88)	(7,147.37)	(11,279.83)	(14,255.40)	(13,361.00)	(87,857.75)	(39,098.60)	(8,895.19)	(69,594.35)	(4,832.33)	(284,301.76)
EXCESS OF REVENUES/EXPENSES	\$ 39,256.46	\$ (6,354.36)	\$ (12,075.35)	\$ 42,644.51	\$ (11,053.38)	\$ (13,853.03)	\$ 40,548.23	\$ (87,734.72)	\$ (39,340.48)	\$ 43,306.94	\$ (69,313.76)	\$ (4,632.33)	\$ (78,601.27)
TOTAL REVENUES	1,103,805.59	421,002.99	160,270.77	296,864.79	112,683.49	122,817.81	307,100.17	245,292.11	58,241.26	371,029.06	327,664.43	158,123.09	3,684,895.56
TOTAL EXPENSES	(225,727.79)	(209,907.91)	(182,274.87)	(179,669.72)	(173,545.60)	(582,870.43)	(200,975.60)	(601,195.80)	(202,688.79)	(334,077.01)	(407,028.01)	(459,025.42)	(3,449,086.95)
EXCESS OF REVENUES/EXPENSES	878,077.80	211,095.08	(22,004.10)	117,195.07	(60,862.11)	(460,152.62)	106,124.57	(355,903.69)	(144,447.53)	36,952.05	(79,363.58)	9,097.67	235,808.61
YTD DIFF	878,077.80	1,089,172.88	1,067,168.78	1,184,563.85	1,123,501.74	663,349.12	769,473.69	413,570.00	269,122.47	50,974,422	236,740,424	256,828,810	471,617.22
PY	868,049.51	1,082,211.46	41,679.62	228,132.39	65,900.19	71,746.40	319,816.19	712,179.52	81,643.89	211,738.98	290,233.66	50,790.03	4,028,050.44
TOTAL EXPENSES	(187,591.21)	(148,219.98)	(234,245.05)	(210,623.40)	(189,231.88)	(511,269.00)	(177,269.41)	(300,387.85)	(175,188.99)	(230,898.41)	(392,439.36)	(803,590.89)	(3,550,946.43)
EXCESS OF REVENUES/EXPENSES	680,458.30	933,991.48	(192,565.43)	111,508.99	(123,331.69)	(439,522.60)	142,546.78	411,791.67	(93,545.10)	20,860.17	(102,196.70)	(772,791.80)	477,104.01
Year over Year	\$ 197,619.50	\$ (722,896.40)	\$ 170,561.33	\$ 103,686.08	\$ 62,589.58	\$ (20,630.02)	\$ (36,422.21)	\$ (767,695.36)	\$ (50,902.43)	\$ 16,091.88	\$ 22,833.12	\$ 781,889.53	\$ (241,295.40)

12/27/2024 8:28 AM
PAYRL

Employee Full With Dollars Report - by Name
All Employees with All Pay Frequencies

Page: 62

Check Date From: 1/01/2024
Thru: 12/27/2024

From Dept:
Thru Dept:

Number of Employees: 58

Earnings:

Regular Pay	826,282.49	38,851.85	Hours
Overtime Pay	113,526.46	4,783.65	Hours
Shift Pay	53,433.00	2,026.00	Hours

	993,241.95		

Withholdings:

Federal	72,932.28
Social Security	60,232.16
Medicare	14,086.87
Wisconsin	34,473.07
ACCID COMPLIFE	540.08
AFLAC	156.82
AFLAC-PRETAX	616.52
CLOTHING DEDUCT	0.00
CR.ILL COMPLIFE	578.80
D COMP AFTERTAX	650.00
DEFERRED COMP.	4,685.00
HEALTH INSURANC	16,826.52
HSA CONTRIBUTIO	2,600.00
MISC ADJUSTMENT	1,970.78
S.LIFE COMPLIFE	805.68
STD COMP LIFE	1,050.08
SUPPL LIFEI	-139.09
VISION INSUR.	78.54
VISION-COMPLIFE	1,097.90
WELLNESS BENFT	0.00
WRS	52,903.07

	266,145.08

Net Pay 727,096.87

Flexible Time Off:	<u>Begin</u>	<u>Earned</u>	<u>Used</u>	<u>End Result</u>
COMP TIME	180.00	263.20	-277.25	165.95
FUNERAL LEAVE	0.00	72.00	-80.00	-8.00
SICK LEAVE	2,101.50	560.50	-790.00	1,872.00
SICK LEAVE-POST	240.00	0.00	-240.00	0.00
VACATION	557.25	1,261.50	-1,294.75	524.00

1/10/2025

11:23 AM

Transactions Detail Report - Full Description

Page: 1

Dated From: 1/01/2024

From Account: 100-00-45100-100-000

ACCT

Thru: 12/31/2024

Thru Account: 100-00-45100-100-000

Type of Account: Active

Fund # 100 - GENERAL FUND

Debit

Credit

100-00-45100-100-000

FINES/FORFEITURES-MUNI COURT

Posting Date	Type	Transaction Number	Date	Description	Amount
1/15/2024	RCP	21577	1/15/2024	DUNN COUNTY CLERK	69.33
1/31/2024	RCP	463	1/31/2024	COLFAX POLICE DEPT SNOW PARKING TICKETS	50.00
2/06/2024	RCP	21613	2/06/2024	DUNN COUNTY CLERK	38.42
3/15/2024	RCP	21679	3/15/2024	DUNN COUNTY CLERK	190.43
3/29/2024	RCP	483	3/29/2024	COLFAX POLICE DEPT SNOW PARKING TICKETS	50.00
4/15/2024	RCP	492	4/15/2024	COLFAX POLICE DEPT SNOW PARKING TICKETS	25.00
4/15/2024	RCP	21720	4/15/2024	DUNN COUNTY CLERK	181.67
5/15/2024	RCP	501	5/15/2024	COLFAX POLICE DEPT PARKING TICKETS	50.00
5/15/2024	RCP	21768	5/15/2024	DUNN COUNTY CLERK	78.63
6/14/2024	RCP	21797	6/14/2024	DUNN COUNTY CLERK	74.33
6/28/2024	RCP	515	6/28/2024	COLFAX POLICE DEPT PARKING TICKET	15.00
7/15/2024	RCP	21858	7/15/2024	DUNN COUNTY CLERK	276.45
8/16/2024	RCP	21897	8/16/2024	DUNN COUNTY CLERK	77.29
8/30/2024	RCP	539	8/30/2024	COLFAX POLICE DEPT PARKING TICKET	20.00
9/13/2024	RCP	21926	9/13/2024	DUNN COUNTY CLERK	82.75
10/15/2024	RCP	548	10/15/2024	COLFAX POLICE DEPT TICKETS/FINES	15.00
10/15/2024	RCP	21982	10/15/2024	DUNN COUNTY CLERK	21.97
11/15/2024	RCP	22025	11/15/2024	DUNN COUNTY CLERK	2.67
12/13/2024	RCP	22053	12/13/2024	DUNN COUNTY CLERK	91.97
12/31/2024	RCP	565	12/31/2024	COLFAX POLICE DEPT TICKETS/FINES	15.00
Ending Balance:					1,425.91

Fund Totals:

Beginning

0.00

0.00

0.00

1,425.91

Ending

0.00

1,425.91