



VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN
OFFICIAL MEETING AGENDA OF THE PUBLIC WORKS & UTILITY COMMITTEE

The following items were listed on the agenda in the Village Clerk's Office, in accordance with Chapter 2 of the Village's Municipal Code and will be ready for your consideration at the next regular meeting of the Public Works Committee which has been scheduled for MONDAY, AUGUST 11, 2025, @ 4:30 P.M., in the Board Room, at the Weston Municipal Center 4747 Camp Phillips Rd.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) might attend the above-noticed meeting to gather information. Should a quorum of other government bodies be present at this meeting it would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993). No official actions other than those of the Public Works Committee shall take place.

Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting.

Join Zoom Meeting by Computer

<https://zoom.us/j/5445915099>

Join Meeting by Phone:

+1 312 626 6799

Meeting ID: 544 591 5099

AGENDA ITEMS

1. Meeting called to order by Public Works & Utility Committee Chair Zeyghami
2. Welcome, introductions and acknowledgement of guests.
3. Roll Call by Recording Secretary
 - Public Works Committee: Hooshang Zeyghami {C}, Joe Jordan {VC}, Tom Hubbard, Roy Mumper, Fred Schuster
4. PUBLIC COMMENTS
5. [Approval of 7/14/25 Public Works & Utility Committee Minutes](#)
6. [Acknowledge July 2025 Water and Sewer Permits](#)

STAFF REPORTS

7. [CIP Update](#)
8. [Street Operations Update](#)
9. [Utility Operations Update](#)

POLICY DISCUSSIONS AND RECOMMENDATIONS

10. [Schofield Ave Construction Services Amendment](#)
11. [Weston Ave \(CR-X to CR-J\) Construction Change Order #3](#)



VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN
OFFICIAL MEETING AGENDA OF THE PUBLIC WORKS & UTILITY COMMITTEE

12. Emergency Services Signing for Hospital Area
13. Residential Cross Connection Contract
14. 2025 – 2029 Capital Improvement Plan Discussion

FUTURE ITEMS

15. Next meeting date(s):
 - a) Monday, September 8, 2025 @ 4:30 p.m. Regular Meeting
 - b) Monday, October 13, 2025 @ 4:30 p.m. Regular Meeting
16. Topics for future meetings
 - a) Village wide WPS Street Lighting Update
 - b) Consolidation of Ryan Street Yard Material Site with the Village of Rothschild
17. Remarks from Staff
18. Remarks from Committee members.
19. Announcements.

ADJOURNMENT

VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN
OFFICIAL MEETING AGENDA OF THE PUBLIC WORKS & UTILITY COMMITTEE
HELD ON MONDAY, JULY 14, 2025 @ 4:30 PM, IN THE BOARD ROOM AT 4747 CAMP PHILLIPS ROAD

AGENDA ITEMS

1. Meeting called to order by Public Works & Utility Committee Chair Zeyghami at 4:32 p.m.
2. Welcome, introductions and acknowledgement of guests.
3. Roll Call by Recording Secretary

Roll call indicated three PW members present.

<u>Member</u>	<u>Present</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	EXCUSED
Vacant	---
Mumper, Roy	YES

Village Staff in attendance, in-person: Wodalski, Blarek, Swenson, Dolan, Gebert and Gilmeister.

Audience in attendance, via Zoom: NONE

Audience members present in person: NONE

4. PUBLIC COMMENTS

None.

5. Approval of 6/9/25 Public Works & Utility Committee Minutes

Motion by Jordan, second by Mumper move to approve the June 9, 2025, meeting minutes.

Yes Vote: 3 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Vacant	---
Mumper, Roy	YES

6. Acknowledge June 2025 Water and Sewer Permits

Motion by Mumper, second by Jordan move to acknowledge June 2025 Water and Sewer permits.

Yes Vote: 3 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Vacant	---
Mumper, Roy	YES

7. Acknowledge submittal of 2024 Annual Drinking Water Quality Report (Consumer Confidence Report)

Swenson and Wodalski explained the report to the Committee.

Mumper inquired about the violation in the report. Swenson explained the error which was corrected but could not be redacted from the report.

Zeyghami asked if the report was submitted every two years. Swenson stated the report is submitted every year and explained the process of the report.

Motion by Jordan, second by Mumper to approve the change in the agenda.

Yes Vote: 3 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Vacant	---
Mumper, Roy	YES

STAFF REPORTS

8. CIP Update

Wodalski explained his report to the Committee.

Wodalski stated the Weston Ave project blasting is finished, and the pipe crew is

installing the pipe this week. Discussed disposal of the blasted rock.

Wodalski stated the Schofield Ave project is on schedule.

Discussed the status of the storm pond and meeting with the DOT.

9. Street Operations Update

Blarek explained his report to the Committee.

Blarek stated Norcon finished the repairs on the Eau Claire River bridge in two days. Discussed the lifespan of the bridge. Blarek stated the repairs will be more frequent. Wodalski stated bridge replacement will be in the 5-to-10-year range.

Blarek explained the road construction on Buska St.

10. Utility Operations Update

Swenson explained his report to the Committee.

Swenson stated the water main flushing began July 7, 2025. Flushing used to start with Well 1, this year we started with Well 7 & 8. Swenson explained the flushing sequence to the committee.

Swenson stated sewer jetting still continues.

Swenson informed the committee of the resignation of David Tryba and the open utility position.

Wodalski informed the committee of the resignation of street operator and the open position. Wodalski stated there are a couple interviews for the open position.

Discussed the project status of Well 4 with the completion date in mid-September.

POLICY DISCUSSIONS AND RECOMMENDATIONS

11. E. Jelinek Construction Services Contract Amendment

Wodalski explained the contract amendment.

Zeyghami requested contractor supply change orders. Wodalski stated the contractor supplied monthly invoices but will look into change orders for future requests.

Motion by Jordan, second by Mumper move to recommend the Village Board approve the contract amendment #2 for the E Jelinek and Von Kanel St Reconstruction Engineering Services Contract with Clark Dietz for an amount of \$47,250 for additional time spent on the project above and beyond the original estimated hours set in the RFP.

Yes Vote: 3 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Vacant	---
Mumper, Roy	YES

12. Public Works and Utility Committee Ordinance Update

Wodalski explained the update.

Motion by Mumper, second by Jordan move to recommend approval of the ordinance amendment to Section 214 of Chapter 2 Administration to the Board of Trustees.

Yes Vote: 3 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Vacant	---
Mumper, Roy	YES

13. Bucket Truck Purchase

Wodalski explained the need and uses for bucket truck to the Committee.

Motion by Jordan, second by Mumper move to recommend the Village Board approve staff spending up to \$230,000 for a replacement bucket truck.

Yes Vote: 3 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES

Hubbard, Tom	---
Vacant	---
Mumper, Roy	YES

14. Revised Job Description for Utility Technician Position to Engineering Technician

Wodalski explained the job description.

Discussed the pay grade of the position. The position is pay grade J with the wage range of \$28.43 starting to a mid-point of \$32.50.

Motion by Mumper, second by Jordan move to Recommend the Village Board approve the job description and creation of the Engineering Technician Position.

Yes Vote: 3 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Vacant	---
Mumper, Roy	YES

15. 2025 – 2029 Capital Improvement Plan Discussion

Wodalski explained his report.

Wodalski stated Wells 1 & 5 are the last major well project. Will be looking at building a new treatment facility on the Bloedel Ave site. The project would start once the Well 3 work is completed. Construction is projected to begin in 2028.

Wodalski stated the Fox St lift station is the oldest lift station in the Village.

Wodalski stated that \$250,000 annually is included for sewer lining the older parts of the Village of Rothschild where we have utilities.

Mumper asked if there is a health concern with the asbestos cement pipe. Wodalski stated that in general the answer is no; the AC (asbestos cement) is locked into the cement. Discussed handling of the AC pipe and disposal.

Mumper asked where the oldest AC section is. Wodalski stated the oldest section is west of Alderson St., which is the Everest addition, the area between the Junior High and

Senior High, Willow, Cherry and Bloedel Ave.

Discussed Shorey Ave road construction. Wodalski stated Shorey Ave is getting repaved this year from CTY X to Anastasia, with the anticipated completion by the end of August.

Wodalski informed the committee of the STP-Urban project applications are due at the end of October this year. To be qualified for that, the street has to be part of the MPO Urban classified system. We have three STP funded projects currently along Ross Ave. These projects are 80% funded by the DOT and 20% funded locally.

No action taken – discussion only

16. 2026 Public Works Budget Preview

Wodalski explained his reports, graphs and timelines.

Discussed bridge maintenance. Wodalski stated bridge maintenance would be a capital project. Wodalski stated Bridge Aid program is a program that once you are in it, you are always in it.

No action taken – discussion only

17. Next meeting date(s):

- a) Monday, August 11, 2025 @ 4:30 p.m. Regular Meeting
- b) Monday, September 8, 2025 @ 4:30 p.m. Regular Meeting

18. Topics for future meetings

- a) Village wide WPS Street Lighting Update
- b) Consolidation of Ryan Street Yard Material Site with the Village of Rothschild

19. Remarks from Staff

Gebert reminded everyone of the acoustic music series at Machmueller on Tuesday evening from 7:00 p.m. to 8:30 p.m.

20. Remarks from Committee members

Mumper will be on vacation for the September 8, 2025, meeting.

Mumper complimented the Schofield Ave project.

21. Announcements

None.

ADJOURNMENT

Motion by Jordan, second by Mumper to adjourn the PW meeting at 5:58 p.m.

Yes Vote: 3 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Vacant	---
Mumper, Roy	YES

DRAFT

<u>DATE</u>	<u>PERMIT #</u>	<u>APPLICANT</u>	<u>CUSTOMER NAME</u>	<u>SERVICE ADDRESS</u>	<u>PLUMBING CONTRACTOR</u>	<u>PERMIT</u>
7/2/2025	202501174	ELITE PLUMBING PLUS LLC	ALLEN WANTA	5211 ROSS AVE	ELITE PLUMBING PLUS	LATERAL
7/10/2025	202501229	DENYON HOMES INC	DENYON HOMES INC	8315 MAPLEFIELD WAY	ADVANTAGE PLBG PLUS	METER
7/10/2025	202501230	DENYON HOMES INC	DENYON HOMES INC	8303 MAPLEFIELD WAY	ADVANTAGE PLBG PLUS	METER
7/22/2025	202501335	DENYON HOMES INC	DENYON HOMES INC	8405 MAPLEFIELD WAY	ADVANTAGE PLBG PLUS	METER

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 7/14/2025
Description:	Capital Improvement Plan Update
From:	Michael Wodalski, Director of Public Works
Question:	Solely an update on project status

Background

Current Capital Improvement Plan Projects

Below is an update on the status of the various Capital Improvement Plan Projects that are ongoing.

- **Street Projects:**

1. Weston Ave (CR-X to CR-J):

- East Construction Phase: ~100% Complete
- West Construction Phase 1 – Complete with some minor restoration left
- West Construction Phase 2 – Spring 2025
- Consultant: AECOM
- Contractor: Integrity Grading and Excavating

Ryan St utility crossing work was completed this past week. Sanitary sewer continues to be installed along with watermain from Heeren St heading east towards Ryan. The roadway between Von Kanel and Heeren is scheduled for paving early the week of 8/11.

Overall the project is set to be completed in October.

2. Schofield Ave (Normandy Ave to Birch St): \$2,652,390 in Grant Funds

- Construction Year: 2025
- Consultant: Clark Dietz
- Contractor: Haas

Traffic is flowing now on the north lanes. All new watermain has been installed for this project and the sanitary sewer manholes have been replaced between Normandy St and Alderson St. Lining of the sewer between Normandy and Alderson is yet to be completed along with road building and getting the curb and gutter installed over the next month. The goal is to get the majority of the curb work completed in August so paving and restoration can occur in September.

3. Ross Ave (Metro Dr/Pine St to Alderson St): \$2,634,977 in Grant Funds

- Consultant: Becher Hoppe
- Anticipate Construction in 2027 per DOT agreement

REQUEST FOR CONSIDERATION

Design work is ongoing. Will be getting close to 60% plans this fall to get submitted to DOT and we can then adopt the Transportation Project Plat and work on ROW acquisition.

4. Fuller St Reconstruction:
 - Construction scheduled for 2025
 - Consultant: Becher Hoppe

Storm sewer between Ross Ave and Rogan Ln has been completed along with the watermain work. Road building should be completed within the next week or so along that same stretch. The pipe crew is working now from Schofield Ave heading north.

5. Ross Ave and CR-X Intersection: \$2,352,000 in Grant Funds
 - Construction Year: ~2028
 - Consultant: SEH

Preliminary design is ongoing.

6. Ross Ave (River Bend to Pauls): \$2,211,598 in Grant Funds
 - Construction Year: ~2028
 - Consultant: Becher Hoppe

Working with the Town on the agreement. Had some preliminary design meetings with Becher Hoppe and Mead and Hunt on the roundabout layout as well as location of water and sewer utilities along the corridor.

7. Business 51 (Volkman St to Schofield Ave):
 - Construction Year: 2029/30
 - Consultant: Becher Hoppe

Becher Hoppe has submitted the 30% plans to the DOT. Now we just wait for the DOT to progress with their design.

8. Business 51/STH 29 Storm Pond:
 - Construction Year: 2026/27
 - Consultant: Strand

Working through the various grant programs and continuing discussion with DNR and DOT on state contributions for the project.

9. Alderson St and Jelinek Ave Intersection:
 - Construction Year: 2026
 - Consultant: Village / MSA

Design work is proceeding.

REQUEST FOR CONSIDERATION

10. Bike and Pedestrian Masterplan:

We will be having our initial meetings with HKGI later in August.

- Utility Projects:

1. Well 3 and 4 PFAS Treatment:

- Construction spring/summer 2025
- Consultant: AECOM
- Contractor: August Winter

The GAC Tanks are now estimated for delivery in early September.

Well 3 work is currently out for bid.

2. Cedar Creek Interceptor Access Road:

- Construction: Anticipate TBD
- Consultant: Mi-Tech/TBD

Held a Teams Meeting with MSA to review work to date and determine next steps for Right of Way.

Attached Docs:

Committee Action: N/A

Fiscal Impact:

Recommendation:

Recommended Language for Official Action

No Action is needed, solely a discussion item.

Or, Something else

Additional action:

Project	Engineering Cost Total	Engineering Cost to Date (8/6/2025)	Construction Cost Total	Construction Cost To Date (8/6/2025)	Notes
E Jelinek and Von Kanel	\$ 372,250.00	\$ 362,382.30	\$ 2,317,067.50	\$ 2,299,900.31	
Mesker and Schofield Ave	\$ 73,422.00	\$ 68,244.14	\$ 438,318.37		No Pay Apps have been submitted yet
Weston Ave (CR-X to CR-J) West Phase	\$ 517,085.12	\$ 217,190.44	\$ 6,168,179.68	\$ 2,357,206.62	
Schofield Ave (Normandy to Birch)	\$ 545,300.00	\$ 587,052.09	\$ 6,100,393.25	\$ 1,875,503.92	
Ross Ave (Metro Dr to Alderson)	\$ 259,050.00	\$ 115,012.50	---	---	Design Only at this time
Fuller St	\$ 376,700.00	\$ 224,005.43	\$ 3,665,318.81	\$ 325,250.22	
Ross Ave (River Bend to Pauls)	\$ 347,250.00	\$ 60,743.22	---	---	Design Only at this time
Well 3 and 4 and Treatment Plant GAC	\$ 556,644.00	\$ 533,010.17	\$ 1,815,900.00	\$ 577,154.10	The engineering contract was for the complete design for Wells 3 and 4 as well as the Treatment Plant. The current construction contract is solely for the Well 4 and Treatment Plant GAC work. Well 3 and additional Treatment Plant work is currently out for bid.

STAFF REPORT

Public Mtg/Date:	Public Works Committee – 8 /11/2025
Description:	Street Operations Update
From:	Forrest Blarek, Street Superintendent
Question:	Solely an update on project status

• Background

Current Street Operations Projects:



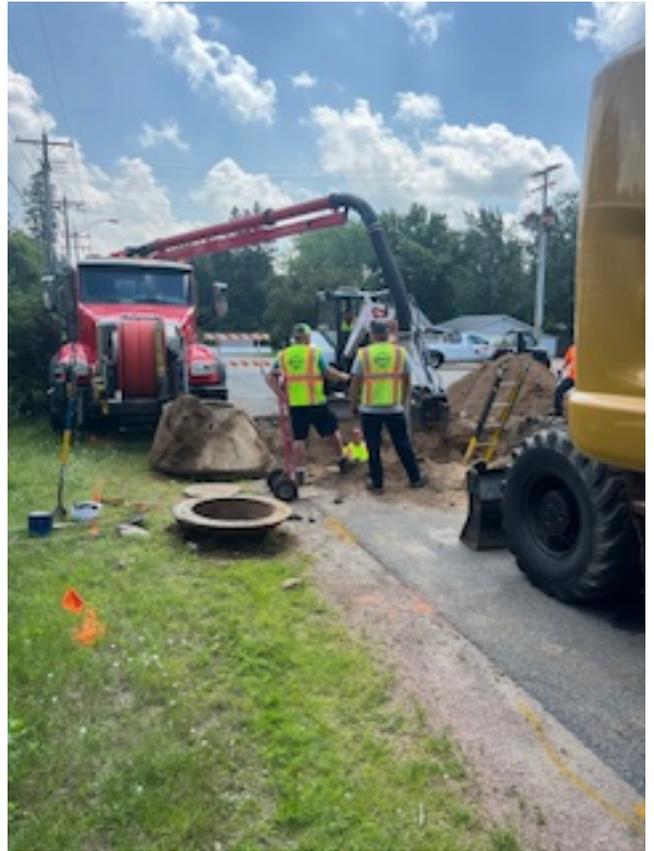
- **DPW** staff is working on raising manholes and water valves throughout the Village for the street overlay projects.
- Crews saw cut around the manholes and valves, inspect and or do repairs, set the structure to the new asphalt height, and pave them back in.
- To date staff has completed 28 Manholes and 18 Water valves.

STAFF REPORT



- Staff got line painting and cross walk painting done.
- The cross walk pictured was laid out by staff which also made their own stencils for this project.

STAFF REPORT



- DPW along with the Weston water utilities and the city of Schofield repairing a water valve leak on Volkman St.
- Weston DPW did the excavation and the trucking of materials.
- Weston water utilities along with Schofield did the repairs.

STAFF REPORT



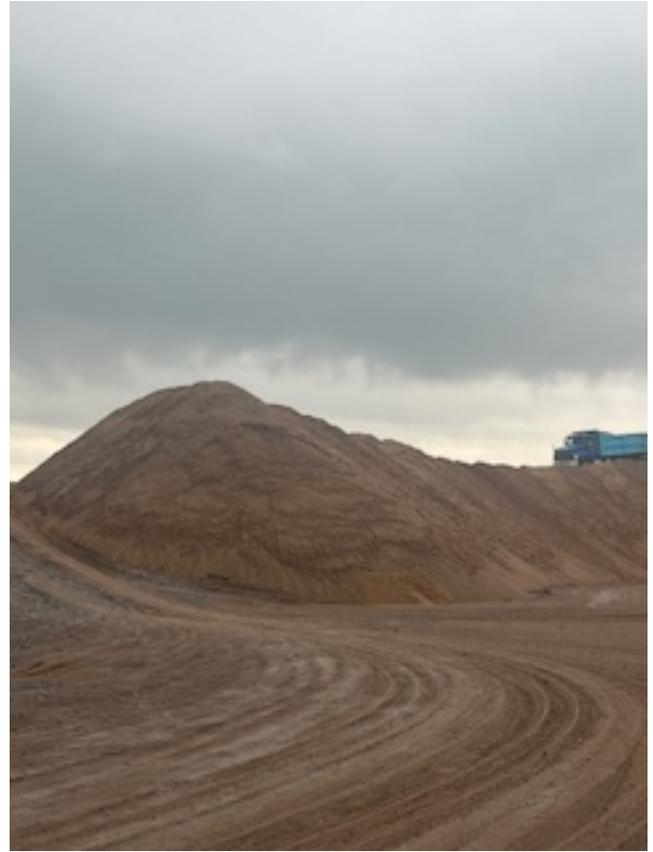
- DPW staff is installing additional storm sewer in the Sternberg Ave and Jean Ellen St. area.
- This spot did not have proper drainage off the road and/or ditches.
- Crews are installing Nyoplast structures for inlets and redefining the ditches for proper water drainage.
- These roads are receiving overlaying of asphalt as well.

STAFF REPORT



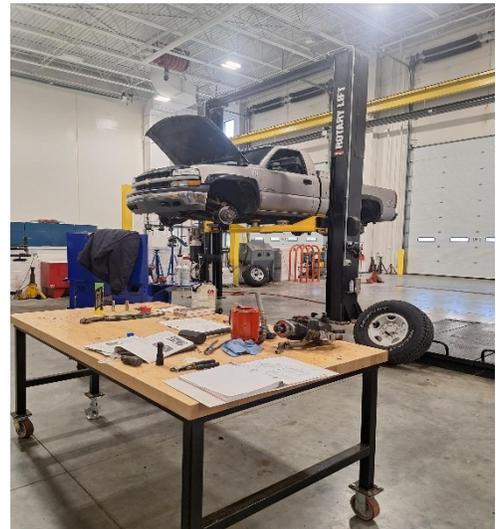
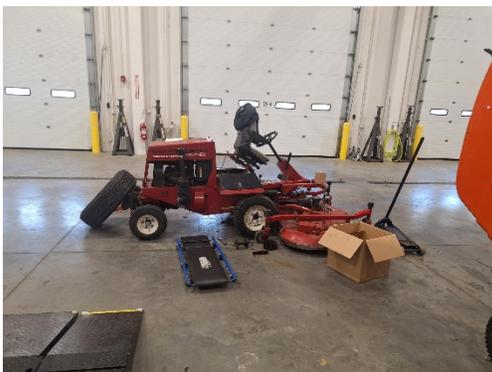
- Kafka wood grinding came in and ground up the brush pile at the Ryan St yard waste site.
- The pile of brush was chipped and trucked out by Kafka in a week's time.

STAFF REPORT



- With the Fuller St project going on Weston is receiving the sand fill from that project.
- The total amount of sand to be excavated is right around 80,000 yards.
- Weston crew lead Randy Vliestra has been managing this site to keep it organized and flowing.
- He also has been stacking the concrete from the Schofield Ave project, also the blacktop from both Weston Ave and Fuller St projects.

STAFF REPORT



STAFF REPORT

- DPW SHOP HIGHLIGHTS/PROJECTS:
 - Unit 25 (quad axel dump truck) had a service, a/c repairs, fan motor replace, tire rotate, and air dryer replace.
 - Unit 32 (front end loader) had body panel and parts repainted along with a full service.
 - Unit 81 (street sweeper) changed out the pressure washer reel and repair work to the pressure washer pump.
 - Unit 113 (Trackless mower) finished up transmission repairs, a/c repairs, and flail mower maintenance.
 - Unit 32 (end loader) repairs being made to its bent snowplow wing and frame.
 - Parks mower repairs, joint with the parks dept.
 - Units 961 and 962 (leaf Vacs) are being serviced and prepped for fall season pick-up.
 - Unit 59 (1999 chevy pick-up) serviced and other miscellaneous repairs.

UTILITY REPORT FOR JULY 2025

1. Superintendent Comments

a. Water

- Well #5 (Bloedel) investigate well noise. Will need maintenance in near future.
- Well #6 (Rippling Creek) chlorine leak repair
- Volkman watermain leak repair (Photos in report)
- Large Meter testing completed
- Lateral inspections for water and sewer (Photos in report)
- Watermain Flushing continued
- Assist on ongoing projects (Weston Ave., Fuller St., Schofield Ave., Green Tree, Hinner Springs)



LATERAL INSPECTION(S)



VOLKMAN ST. WATERMAIN LEAK REPAIR

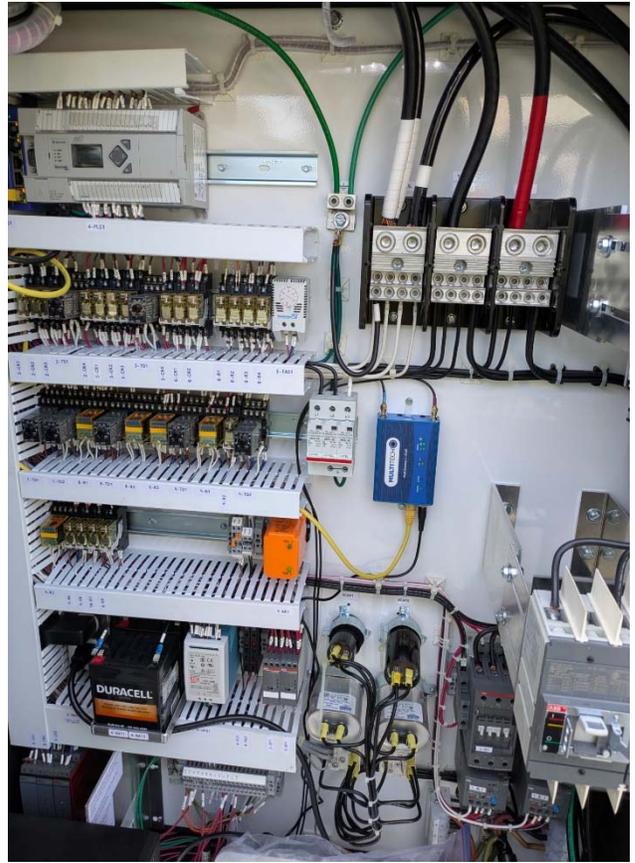
b. Sewer

- Fox St. Lift Station pump #2 pulled due to plug (Flushable wipes) (Photos in report)
- Tanya Tricia pump #1 pulled due to over temp. overload (Photos in report)
- Park Terrace Lift Station pump #1 pulled
- Vac Truck repairs to JX Truck
- Sewer Jetting continued
- Clean, collect pH Probe data also re-calibrated probes

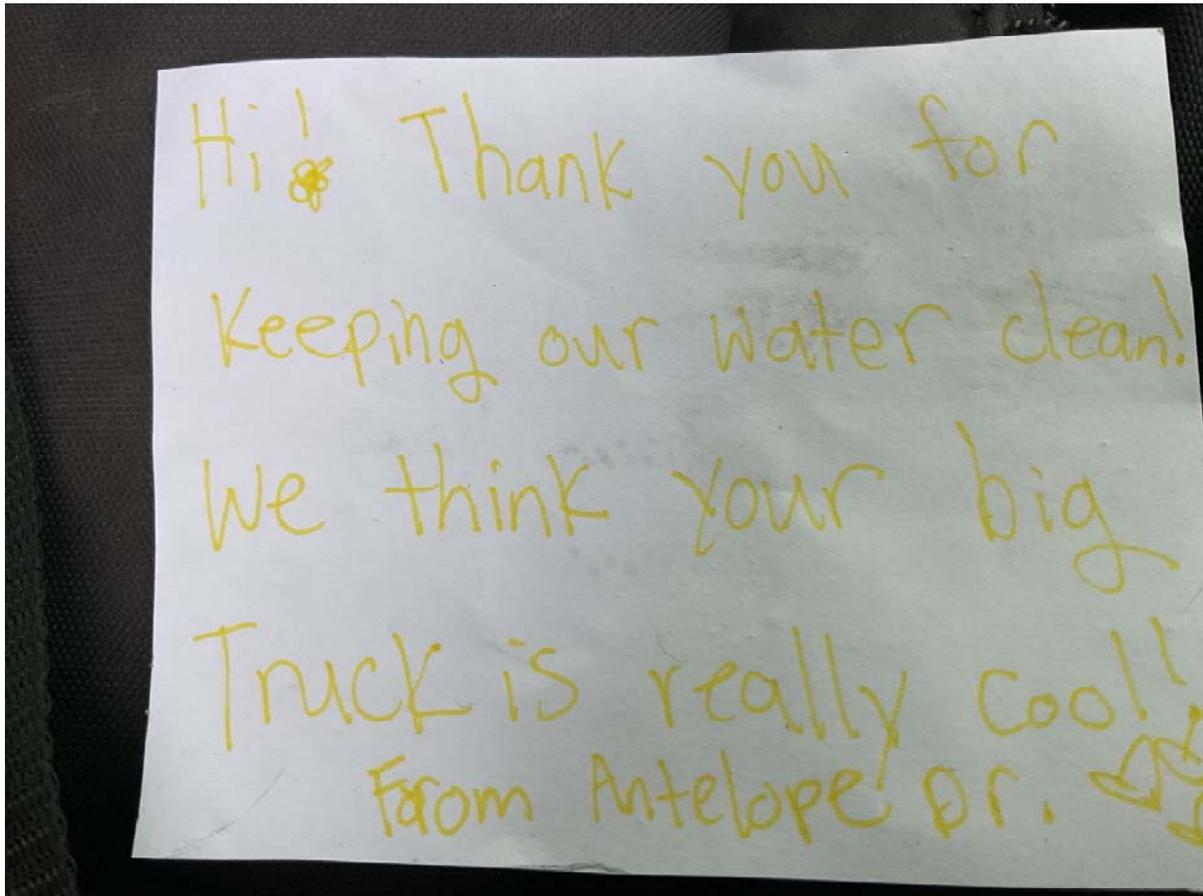
- Clean bad spots
- Lift Station(s) standby generator general maintenance
- Lift Station(s) pump filters cleaned/replaced



FOX ST. LIFT STATION PLUG (FLUSHABLE WIPES)



TANYA/TRICIA PUMP PULLED (OVER TEMP.)



THANK YOU FROM ANTELOPE DR.

c. SCADA

- SCADA is completed and we are working on final adjustments. PJ Kortens completing final assessments of each location. Final meeting with staff, Designers and Implementers.

d. Diggers Hotline Locates

- Village Utility Operators marked approximately 373 locates. Many communication installations, project planning as well as upgrades to WPS gas lines.

e. Work Orders

- Village Utility Operators completed 29 Work Orders. The majority of work orders were for various water meter installations, meter communication issues, lateral inspections and water quality responses.

f. Contract Work/Activities Completed/Upcoming

- Permanent PFAS project underway at Treatment Plant and Well #4. Well #3 remains off.
- Entered Monthly well data to DNR.
- Well 7/8 VFD issues seem to be behind us. Both Wells are up and running.
- AECOM SCADA project is nearing completion. Troubleshooting alarms July/August.
- Street/Subdivision Projects: Schofield Ave., Weston Ave, Fuller St., Hinner Springs, Green Tree Acres.
- Conducted numerous Water/Sewer Lateral Inspections.
- Water main flushing to continue.
- Sanitary Sewer jetting to continue.
- UCMR5 Round 2 samples to be collected in August.

2. Customers Added

Village added a total of 57 new customers during the month.

Type	No. of Customers
Residential Single Family/Condo's	47
Multi Family	3
Commercial/Industrial	7
Total	57

*A new customer includes new connections and change in residencies

3. Water Pumped in 1,000s of gallons (Last 4 Months)

Well 3 (5/27/22) and Well 4 (4/16/25) are shutdown for PFAS concerns and the start of our permanent PFAS removal project. Well(s) 7 and 8 are both up and running.

	Alta Verde (#1)	Kerry (#2)	Mesker (#3)	Sternberg (#4)	Bloedel (#5)
April					
Total	5,443	21,153	-	9,107	6,558
Peak	419	834	-	715	596
May					
Total	11,582	23,307	-	-	4,330
Peak	615	1,091	-	-	608
June					
Total	5,521	22,707	-	-	3,985
Peak	508	867	-	-	383
July					
Total	9,255	23,633	-	-	14,682
Peak	436	888	-	-	729
	31,801	90,800	-	9,107	29,555

	Rippling Creek (#6)	Well #7	Well #8	TOTALS
April				
Total	12,198	-	3,236	57,695
Peak	657	-	786	501
May				
Total	11,189	-	19,422	69,830
Peak	599	-	913	478
June				
Total	9,495	9,807	15,579	67,094
Peak	425	619	701	438
July				
Total	6,775	10,899	11,368	76,612
Peak	351	593	627	453
	39,657	20,706	49,605	
		Total gal X 1000		271,231
		Total gal X 1000 (Less Foremost)		180,431

4. Wastewater Flows (Last 4 Months)

Rib Mountain Metropolitan Sewerage District Flow Charge Totals.

	Bus. 51 Flow (X1000)	Cedar Creek Flow (X1000)	Total Flow Charge (X1000)
April			
Total	23,615	17,978	41,593
May			
Total	20,089	17,228	37,317
June			
Total	18,744	15,814	34,558
July			
Total	19,922	16,244	36,166
	82,370	67,264	149,634

5. Lift Station Hours

Lift Station Hours											
2025	Harlyn		Fox St.		Mesker/Jelinek			Kathleen		E.C. River	
Month	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 3	Pump 1	Pump 2	Pump 1	Pump 2
Jun	79.9	73.6	73.7	69.4	56.9	107.4	58	9.7	0	50	45.8
Jul	79.8	81	74.5	75.9	55	56.7	57.3	10.5	0	64.8	60.3

2025	Tanya/Tricia		Progress Way		Pointe		Park Terrace		Ryan St.		
Month	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 3
Jun	37.8	34.4	0	33.3	27.4	35.8	10.1	18.7	25.7	34.7	36.4
Jul	43.6	29.9	0	26.6	23	33.8	5.5	23.8	24.7	33.4	35

2025	Heritage Hills		Ross Ave.		Mesker/Colleen		Trotzer	
Month	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2
Jun	20.7	21.9	23	23.3	111.8	117.2	0.7	0.6
Jul	17.9	18.6	26.5	26.6	110.9	115.7	0.6	0.6

Summary of Lift Station Hours for last two months.

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 8/11/2025
Description:	Schofield Ave (Normandy St to Birch St) Engineering Services Amendment #1
From:	Michael Wodalski, Director of Public Works
Question:	Should the Public Works Committee Recommend the Village Board approve the Schofield Ave (Normandy St to Birch St) Engineering Services Amendment #1 to increase the contract amount by \$182,709.38 to \$728,009.38?

Background

The Schofield Ave (Normandy St to Birch St), Design and Construction Representative contract was awarded to Clark Dietz for a sum of \$545,300.

Attached is the services amendment from Clark Dietz. There are two parts to this the first being changes in the design scope for the project and then the second being the construction services piece.

For design, the initial project scope was primarily a pavement replacement project with new signal lights and some minor utility replacements, the thought was the majority of the curb and gutter would stay. As we dove further into the design, it was evident that trying to save portions of the curb and gutter was going to be a challenge as most of the sections were at a point of needing replacement. With changing out the curb and gutter, the alignment and elevation of the roadway was then modified to ensure proper drainage was being achieved as we were no longer held to the existing curb and gutter grades. Also, by going to an asphalt pavement system instead of concrete, there wasn't a good way to save the interior concrete curb as it was poured into the existing concrete pavement, thus the median curb needed to be redesigned as well. This work then also tied into the existing driveway aprons and sidewalk grades which required additional survey and design work. There were then some additional utility design at a smaller scale with valve and hydrant replacements as well as the watermain replacement on Alderson St through the Schofield Ave intersection which was found to still be original and never replaced as the prior Alderson St projects replaced watermain up to Schofield Ave, but not through. Overall, the design scope greatly changed from being a pavement replacement to more of a full reconstruct which justifies the additional design costs associated with the project.

The second part is the construction observation, somewhat similar to the design aspect, with this changing from a pavement replacement project to more of a reconstruction project, the project duration is longer than initially estimated and the number of crews working concurrently is higher than expected. When there is a pipe crew replacing watermain as well as a grading, concrete, etc. crew working, Clark Dietz has had multiple inspectors on-site ensuring work is being completed per the plans and

REQUEST FOR CONSIDERATION

specifications so there has been more hours invested throughout the construction phase as well.

In looking at the overall cost of construction compared to the engineering proposal, the total engineering fee is just under 11.5% of the total construction cost. I generally use about 12% as the check so overall the costs appear to be in line with what would be reasonably expected. Additionally, in looking back at original proposals, Clark Dietz was substantially lower than the other firms, (who both were in the \$720,000 range) so it did appear that their original proposal was more geared towards the simpler project and the other firms may have been anticipating more of the reconstruction project.

I know this is a large increase in the contract price, but it is on a time and materials, not to exceed basis anticipating what hours will be required into the future of the project so hopefully we are estimating high for the remainder of the project.

Attached Docs: - Engineering Services Contract Amendment

Committee Action: - Contract was previously approved in 2024.

Fiscal Impact: - Increase of engineering contract by \$182,709.38 which will be split between the utility funds and TIF #2

Recommendation: Staff recommends approving the contract amendment due to the increased scope and level of effort required for the project as compared to the original request for proposals.

Recommended Language for Official Action

I Move to Recommend the Village Board Approve the Engineering Services Contract Amendment #1 for the Schofield Ave (Normandy St to Birch St) Construction Project due to the change in project scope.

Or, Something else

Additional action:

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

Project Name (“Project”)

Schofield Avenue Reconstruction from Normandy Street to Birch Street

This Amendment to the Professional Services Agreement dated April 26, 2024, is by and between:

Village of Weston (“Client”)

4747 Camp Phillips Road
Weston, WI 54476

and

Clark Dietz, Inc. (“Clark Dietz”)

500 N. 3rd Street, Suite 703
Wausau, WI 54401

Who agree as follows:

Whereas; The project scope and schedule have expanded from the original agreement, which was based on the specifics outlined at the proposal stage of the project.

Now Therefore; this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

Agreed to by Client

Agreed to by Clark Dietz

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Amendment Description and Scope

The Amendment includes additional design and construction services related to increases in the project design scope and associated construction scope and duration.

The original project scope was based on services outlined in the project's proposal. The project was described and scoped as a pavement replacement project, with spot curb & gutter and sidewalk replacement along the majority of the project route. Some underground utilities' replacement and rehabilitation was also included. This portion of the project design changed significantly.

Intersection geometric and signal improvements at three locations; and new pedestrian crossings were included in the original scope. This portion of the original scope was not significantly changed but did include extensions at some side streets and at the eastern limit (Aldi's); and pedestrian crossing changes.

The final project scope includes the following **design** changes under this amendment:

1. Design roadway corridor, replacing all curb and gutter, including median curb & gutter.
 - a. Generate profiles and cross-sections along the corridor
 - 1) Hold the median and exterior curb line roughly the same as existing
 - 2) Minimize grade impacts to the interior of the medians
 - 3) Modify cross-section slopes while minimizing impacts to adjacent properties (including driveways)
 - 4) Review driveway grades
2. Protect median vegetation, lighting and other features as noted by the Village.
3. Replace sidewalk in additional project areas
 - a. To accommodate constructability of the proposed roadway
 - b. To meet accessibility guidelines
 - c. To replace the 4-foot sidewalk.
4. Increase the project limits east of Birch to east of Aldi's (survey, roadway design, median)
5. Additional forcemain replacement scope near the existing lift station, including permitting.
6. Additional water and sanitary service replacement (configuration determined during field survey).
7. Additional inlet capacity calculations.

The final project scope includes the following **construction** changes under this amendment:

Additional construction services related to the design modifications noted above; and the associated project duration and complexity, summarized as follows:

1. The construction duration was established at the time of the proposal (22 weeks), well before the project was fully defined.

Actual schedule (31 weeks):

- | | |
|-----------------------------|-------------------|
| 1) Notice to Proceed: | April 7, 2025 |
| 2) Construction Start: | April 14, 2025 |
| 3) Substantial Completion: | October 31, 2025 |
| 4) Ready for Final Payment: | November 21, 2025 |

2. Additional Construction Observation related to change from pavement replacement to full reconstruction of the roadway, and other associated work.

- 1) Concrete curb and gutter installation
- 2) Concrete sidewalk installation
- 3) Concrete driveway installation
- 4) Asphalt pavement placement
- 5) Miscellaneous Underground Utilities (water, sanitary, storm) and other items
- 6) Miscellaneous coordination and project management
- 7) Multiple construction crews working concurrently

B. Schedule

Aligns with Contractor's Schedule above.

- C. Assumptions/Conditions** No Change.

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

- A.** No Change

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed \$182,709.38 and increases the total compensation authorized to \$728,009.38. It shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses

will be defined in the attachment, “Schedule of Project Related Expenses.”

B. Billing and Payment – No Change

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2025

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$270.00
Engineer 8	255.00
Engineer 7	245.00
Engineer 6	235.00
Engineer 5	215.00
Engineer 4	185.00
Engineer 3	175.00
Engineer 2	155.00
Engineer 1	140.00
Technician 5	185.00
Technician 4	170.00
Technician 3	155.00
Technician 2	135.00
Technician 1	120.00
Intern	100.00
Clerical	105.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

January 1, 2025

Vehicles		
Autos		\$65.00/day or \$0.70/mile (per agreement)
Field Vehicles		\$65.00/day or \$0.70/mile (per agreement)
Survey Van		\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
CADD Usage		\$20.00/hour
Drone Usage		\$35.00/hour
Pavement Coring		\$300.00/each
Nuclear Density Gauge		\$230.00/day
Miovision Traffic Camera		\$105.00/each install
Diamond Traffic Counter		\$25.00/each install
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development		
Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 8/11/2025
Description:	Weston Avenue (CR-X to Ryan St and Cross-Country Utilities East of Progress Way) Change Order #3
From:	Michael Wodalski, Director of Public Works
Question:	Should the Public Works Committee Recommend the Village Board approve the Weston Ave (CR-X to Ryan St and Cross-Country Utilities East of Progress Way) Change Order #3 to increase the construction contract amount by \$53,018.53 to \$6,221,198.21?

Background

The Weston Ave (CR-X to Ryan St and Cross-Country Utilities East of Progress Way), “**West Phase**” Reconstruction Project was awarded to Integrity Grading & Excavating, Inc. with a bid of \$6,419,552.06 in April this year.

Change Order 1 was previously approved in October of 2024 to remove the multi-use path which resulted in a contract decrease of \$301,156.03. Change Order #2 was approved in April 2025 for an increase of \$49,783.65 mainly related to the cross country utility route work, which brought the new contract amount to \$6,168,179.68. This was still \$251,372.38 below the original contract amount.

Change Order #3 here is primarily related to some small price decreases for the water service sets changing from 1.5 inch services down to 1-inch services and then some cost increases for additional excavation of poor soils underneath the planned subgrade. As the crews were cutting the road base, they were finding a layer of organic material that needed to be removed prior to rebuilding the road as the organic material would continue to decompose overtime and cause the road to settle. The additional excavation was first filled with breaker run rock, however a more cost effective option will be utilized moving forward utilizing excess sand from the Fuller St project which will act as a frost proof layer as well as a filter layer for water that may get trapped in the pavement surface.

Overall, the roadway structure will be built correctly and last longer by removing the poor subgrade soils. This pocket of organic material has not been found to be uniform throughout the project, thus an estimated quantity of 2,000 cubic yards is being used for the remainder of the project. With the estimated increase of \$53,018.53 of this change order the total contract price becomes \$6,221,198.21 which is still less than the original contract price of \$6,419,552.06.

Attached Docs: - **Change Order Document**

Committee Action: - **Construction Contract and Change Orders #1 and #2 have been previously approved.**

REQUEST FOR CONSIDERATION

Fiscal Impact: - Increase of construction contract by \$53,018.53

Recommendation: Staff recommends approving Change Order #3

Recommended Language for Official Action

I Move to Recommend the Village Board Approve Change Order #3 for the Weston Ave (CR-X to Ryan St and Cross-Country Utility) Construction Project.

Or, Something else

Additional action:

Date of Issuance: 8/1/2025	Effective Date: 8/1/2025
Owner: Village of Weston	Owner's Contract No.:
Contractor: Integrity Grading & Excavating	Contractor's Project No.:
Engineer: AECOM	Engineer's Project No.: 60707530
Project: Weston Ave Reconstruction (East)	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: The Village of Weston will add the following item to the contract.

1. Create new item SPV.0090.109 "Water Service 1-Inch (Type K Copper)", total impacted will be 1,578 LF at \$47.95 per linear foot totaling +\$75,665.10.
2. Reduce item "SPV.0090.106 Water Service 1.5-inch (Type K Copper)" from project, total impacted will be 1,578 LF at \$49.00 per linear foot totaling -\$77,322.00.
3. Create new item SPV.0060.129 "1-inch Brass Service Set", total impacted will be 26 EA at \$446.00 per set totaling \$11,596.00.
4. Reduce item "SPV.0060.126 "1.5-inch Brass Service Set", total impacted will be 26 EA at \$773.00 EA per set totaling -\$20,098.00
5. Create new item SPV.0105.04 "Replacement Material Mitch Kings-Dirty Breaker", total impacted will be 1445.81 **tons at \$20.90 per ton totaling \$30,217.43.
6. Create new item SPV.0105.04 "Replacement Material Weston Ryan Street Pit Breaker fabric", total impacted will be 1000** CY at \$10.30 per CY totaling \$10,300.00 Truck measured at 12Cy/truckload.
7. Create new item SPV.0105.05 "Replacement Material Weston Ryan Street-Lower Lot Dirty Breaker", total impacted will be 200** CY at \$10.30 per CY totaling \$2060.00. Truck measured at 12Cy/truckload.
8. Create new item SPV.0105.06 "Replacement Material Weston Ryan Sand", total impacted will be 2,000** CY at \$10.30 per CY totaling \$20,600.00. Truck measured at 12Cy/truckload.

Section 104.2.2.4.3 of the standard specifications is deleted from the above items added or reduced by this change order 4.

**Estimated quantity

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 6,419,552.06	Original Contract Times: Substantial Completion: <u>October 15, 2025</u> Interim Substantial Completion & Utility: <u>November 15, 2024</u> Ready for Final Payment: <u>November 1, 2025</u>
Increase/Decrease from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ -<251,372.38>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ 6,168,179.68	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2025</u> Interim Substantial Completion Utility: <u>November 15, 2024</u> Ready for Final Payment: <u>November 1, 2025</u>

Increase of this Change Order: \$53,018.53	Increase of this Change Order: Substantial Completion: <u>0 Working Days</u> Ready for Final Payment: <u>0 Working Days</u>
Contract Price incorporating this Change Order: \$ 6,221,198.21	Contract Times with all approved Change Orders: Substantial Completion Utility: <u>October 15, 2025</u> Ready for Final Payment: <u>November 1, 2025</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Bob Buerger</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Leader</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>August 1, 2025</u>	Date: _____	Date: <u>8/1/25</u>
Approved by Funding Agency (if applicable)		
By: _____	Date: _____	
Title: _____		

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works & Utilities – 08/11/2025
Description:	General Service Signing – Emergency Medical Services
From:	Michael Wodalski, Director of Public Works Isaac Dolan, Staff Engineer
Question:	Should the Village provide General Service Signing on Franciscan Way at the Ministry Parkway intersection directing travelers to the Emergency Services entrance of the Marshfield Medical Center-Weston?

Background

The Village received a request from Marshfield Medical Center-Weston to add permanent signing on Franciscan Way at the intersection of Ministry Parkway to notify travelers that the entrance to Emergency Services is straight ahead. This was in response to a complaint that Marshfield Clinic received from a traveler who had entered the Medical Center complex on Franciscan Way and turned onto Ministry Parkway only to realize the emergency services entrance was across the Ministry Parkway/Franciscan Way intersection.

Currently, there is large Emergency signage viewable from Franciscan Way that sits atop the canopy located at the Emergency entrance at Marshfield Medical Center-Weston. Existing Marshfield Clinic wayfinding signs are only visible while traveling along Ministry Parkway but the facility has made an effort to help travelers see the signs by trimming trees to improve lines of sight.



To complete the submitted request, the Village would need to add these three (3) signs to the public's right of way on a new post prior to the stop sign so travelers have the

REQUEST FOR CONSIDERATION

necessary sight distance for each of these signs. If this sign is placed too close to the stop sign, the new sign will block the line of sight to the existing stop sign. In addition, the signs used will need to be in accordance with the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD) to remain uniform for all motorists. The following is the anticipated sign arrangement.



D9-13
Emergency
Medical Services
(24" x 24")



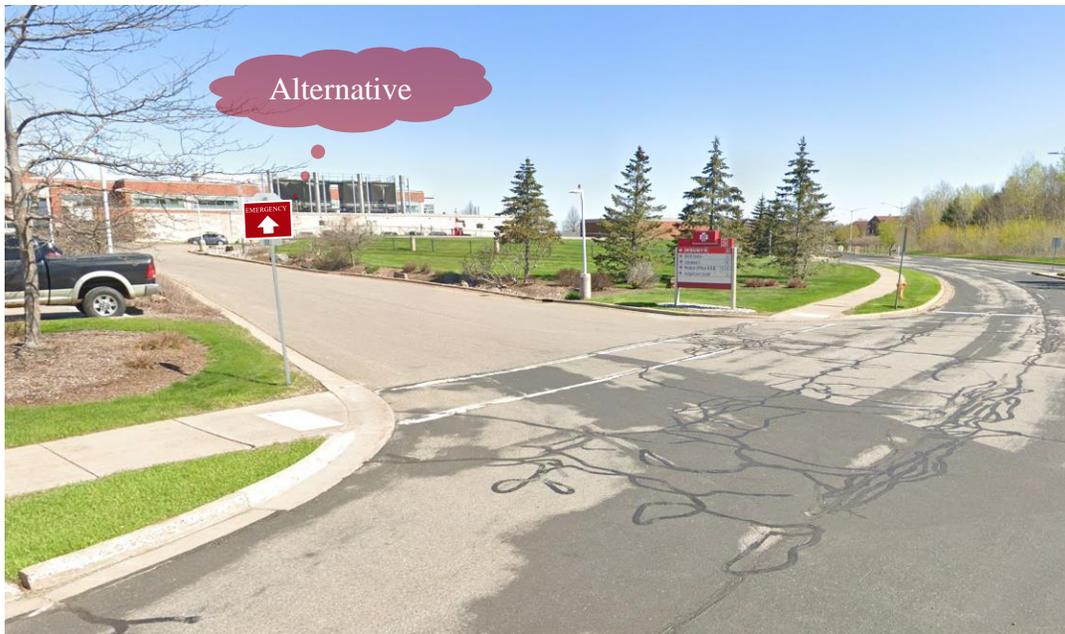
D9-13cP
Emergency
Medical Care
(24" x 18")



M6-3P
(12" x 9")



However, an alternative to this request would be for Marshfield Medical Center to create the sign and install it on the back of its stop sign post located at the Emergency Services driveway (shown below). This alternative would allow Marshfield Medical Center to use the sign of its choice to inform visitors/patients of the Emergency Services entrance.



REQUEST FOR CONSIDERATION

Attached Docs: Email – Request for Additional Emergency Signage

Committee Action: None to date.

Fiscal Impact: To be determined.

Recommendation: Staff recommends and supports the alternative of Marshfield Clinic manufacturing and installing the requested emergency signage on its own post.

Recommended Language for Official Action

I move to recommend the Village not provide permanent signing in the public right of way on Franciscan Way at the Ministry Parkway intersection.

Or, Something else

Additional action:

Isaac Dolan

From: Traut, Tracey <traut.tracey@marshfieldclinic.org>
Sent: Thursday, July 10, 2025 2:19 PM
To: Isaac Dolan
Subject: Marshfield Medical Center Weston - Request for Additional Emergency Signage?

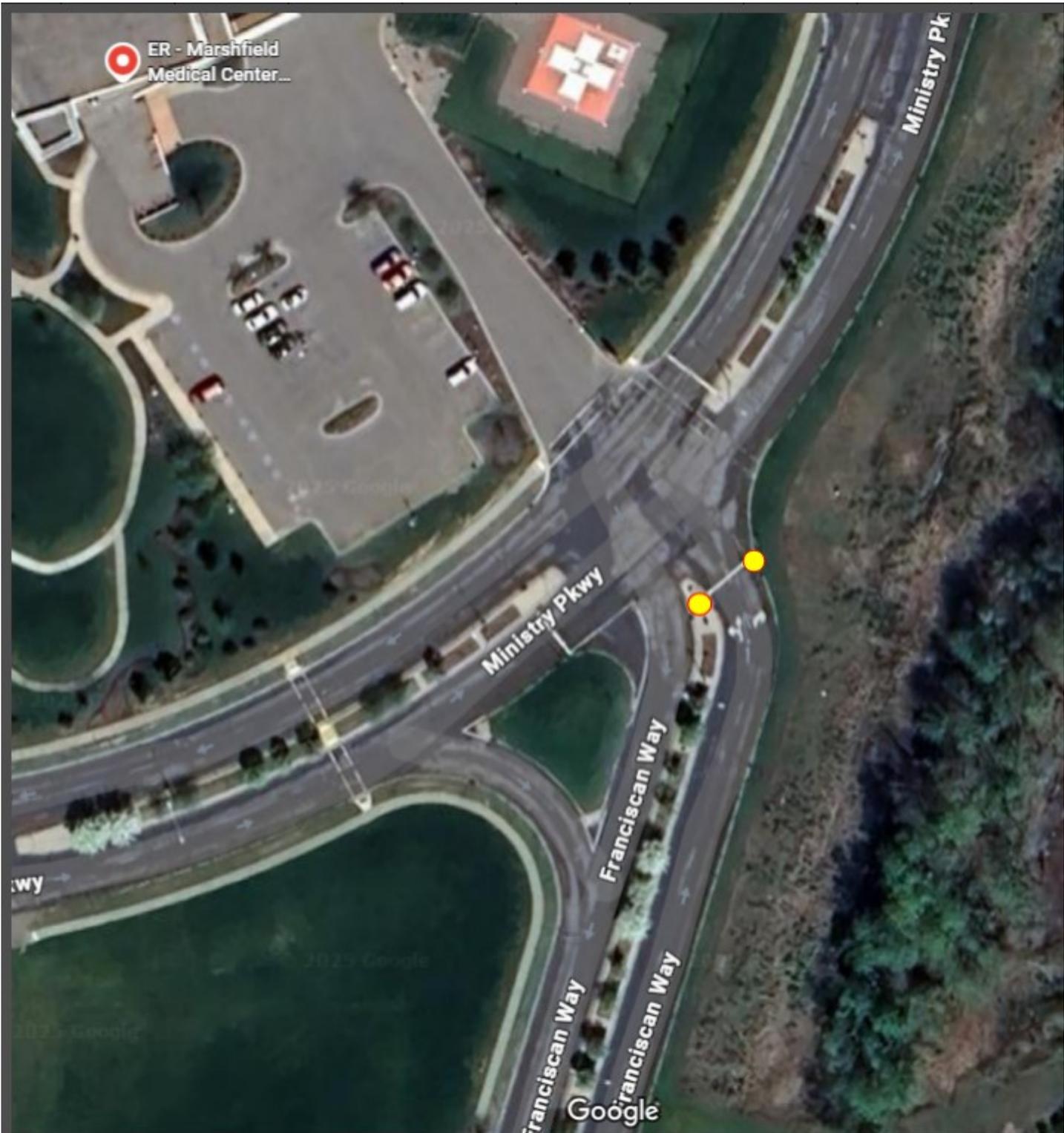
Follow Up Flag: Follow up
Flag Status: Completed

Hi Issac,

Thanks for fielding my call about the concern at Franciscan Way. Chad had some trees removed on our property a while back to help to be sure there wasn't a chance of restricting the view however we would like to ask for your dept. to consider adding signage here.

Would this be something that could be done to help people navigate (instead of making the mistake of turning and then turning around – which happens). My experience with signage is that someone is always going to miss signs or not follow them but when it comes to getting emergency care I think this would be helpful.

If your team has other suggestions – we welcome those.
Thanks for considering this request.





Tracey Traut

Project Manager
Design and Construction
Marshfield Clinic Health System

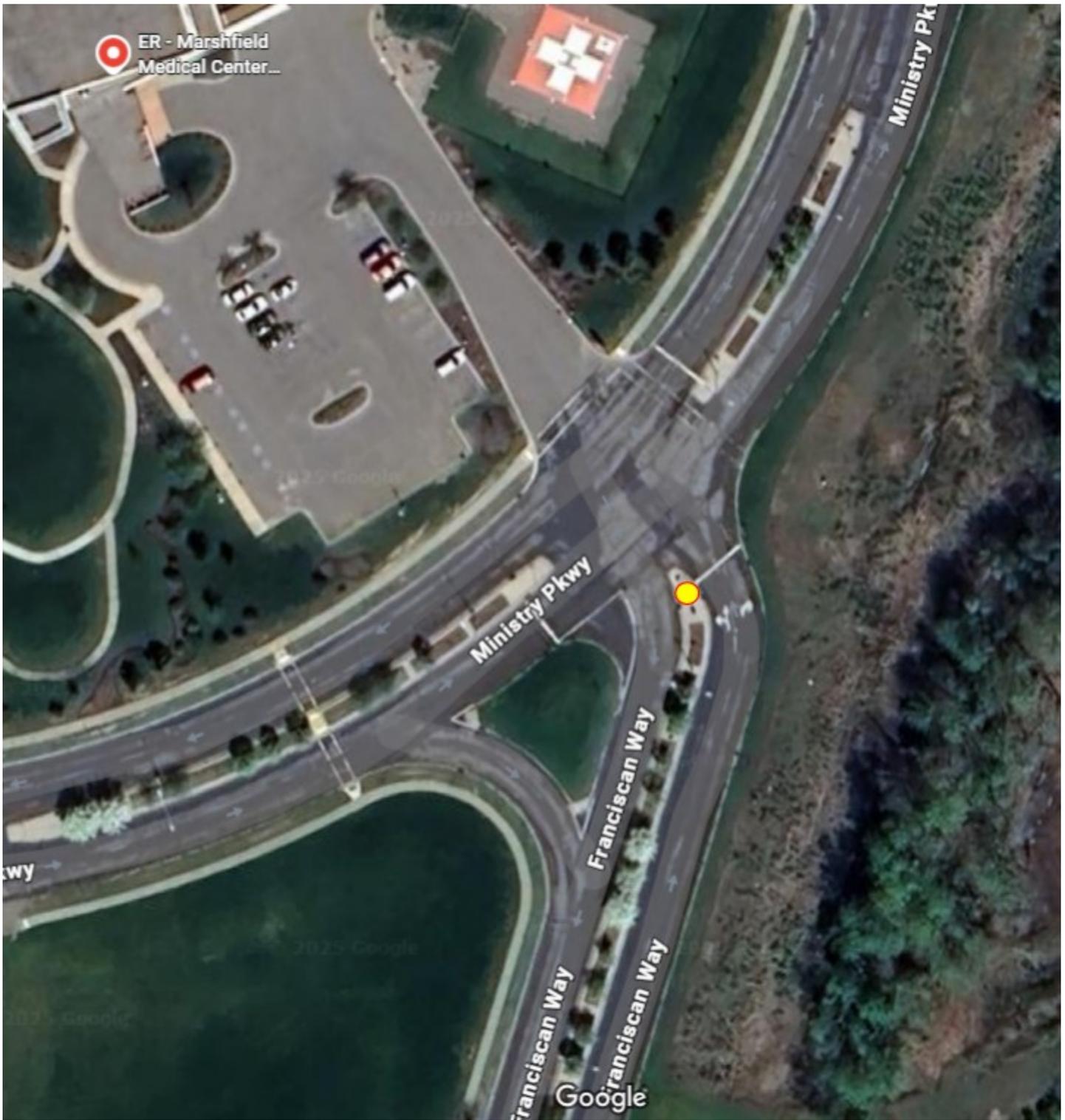
Office: 715-679-5436 | **Ext.** 10436 | **Mobile.** 715-573-5643

From: Traut, Tracey
Sent: Wednesday, June 18, 2025 3:38 PM
To: Roman Maguire <rmaguire@westonwi.gov>
Subject: Marshfield Medical Center Weston - Women's Health

Hi Roman, it was nice meeting you in person and putting a face with your name. Thanks for taking the time. Here are the photos showing the corrections done in the break room as requested yesterday.

I also have an unrelated question....our regional president asked me to inquire about adding a sign. How would we go about requesting signage (installed here – see yellow dot in the image below). The sign would indicate Emergency Straight Ahead for people coming in on Franciscan Way? Apparently a complaint came to him from a patient or family member. Your guidance would be appreciated.

Thank you!



Tracey Traut

Project Manager
Design and Construction
Marshfield Clinic Health System

Office: 715-679-5436 | **Ext.** 10436 | **Mobile.** 715-573-5643

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REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 8/11/2025
Description:	Professional Service Agreement with HydroCorp for Residential Cross-Connection Control/Backflow Prevention Program
From:	Michael Wodalski, Director of Public Works. Josh Swenson, Utility Superintendent
Question:	Should the Public Works Committee Recommend the Village Board approve the service agreement with HydroCorp for a 3-year contract total of \$103,555.96?

Background

The Village has retained HydroCorp for non-residential cross-connection control inspections since 2006. Cross-connection control is required under Wisconsin Administrative Code (NR 810.15) as a measure to minimize the chances of contamination of the municipal water supply through unprotected connections to non-potable water sources. The types of devices which can be used for protecting the water supply are prescribed by Wisconsin Plumbing Code (SPS 382.41). Village staff are not versed in all the plumbing code regarding approved cross-connection control devices and measures which are acceptable in residential applications. Additionally, cross-connection control inspections for residential premises, while not especially complex, can be very time consuming.

The service agreement includes review of all state/local regulations, assistance in updating our current ordinance as well as all programming timelines and notifications.

Attached Docs:	- Residential Service Agreement, HydroCorp Project Plan Presentation
-----------------------	---

Committee Action:

Fiscal Impact:	- 3-year contract amount of \$103,555.96 will be paid in monthly installments. Water budget to be revised.
-----------------------	---

Recommendation:	Staff recommends approving service agreement with HydroCorp for conducting the Residential Cross-Connection Control/Backflow Prevention Program
------------------------	--

Recommended Language for Official Action

I move to recommend the Village Board approve the Professional Service Agreement with HydroCorp for a 3-year contract total of \$103,555.96.

Or, Something else

Additional action:

Service Agreement

DEVELOPED FOR

Josh Swenson

Weston, Village of

4747 Camp Phillips Road

Weston, WI, 54476

6/5/2025

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.

HYDRCORP™

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™ (“Company”) will provide the following services to the Weston, Village of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Weston, 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 Weston, Village of and HydroCorp, you may expect completion of the following elements within a 36 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 shall perform Residential Interior initial inspections, compliance inspections, and re-inspections at individual 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 and shall be viewable during the contract period; however, Company’s Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Program Data shall be made available to client in a user friendly medium at the end of the contract period, if requested. 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 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 1,080.00 inspections over the Initial 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 \$95.89. 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 backflow prevention assemblies and devices based on the scope of the inspection. 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. Vacuum Breakers. HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$2,764.50	\$33,174.00
2	\$2,875.08	\$34,500.96
3	\$2,990.08	\$35,881.00
Contract Total		\$103,555.96

Contract Amount is based upon a 36 Months term and shall renew in 12-month increments after initial term unless written cancellation by either party received at least 60 days prior to 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 10/1/2025.

Weston, 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 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.



Village of Weston





Agenda

- HydroCorp Overview
- Project Plan
- Appendix





The HydroCorp Promise

HydroCorp is the Safewater Authority™



Experience on Your Side

1983

Serving public works departments for more than 40 years

575

Trusted by public water systems nationwide

150

Backed by experienced team including nationally certified inspectors & surveyors

100,000+

Cross-connection surveys conducted annually

100%

Customers surveyed felt their system was safer



Experience On Your Side



Time tested, proven process our field inspectors follow to meet productivity and quality assurance goals



Inspection Team Training and Certifications



Trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner



Active members in many water industry associations



Sharing our knowledge – Safewater EDU



Project Plan



HydroCorp Turn-Key Program



Existing Plan Assessment

- Plan Review
- Ordinance Review



Public Awareness

- Program Announcement
- Establish wording and timing
- Social Media Content/Technical Images
- FAQ Webpage



On-site Inspections

- Prioritize
- Schedule
- Visual Review
- Documentation
- Corrective Action



Enforcement

- Violation Reports
- Compliance Re-inspections



Program Management

- Dedicated Support Team
- Maintains Program Data
- Test tracking
- Annual/as needed reviews



Public Awareness Support

- Public awareness toolkit with templates to engage residents & stakeholders
 - Program Announcement Letters to Staff & Customers
 - Press Release Template
 - Sample Social Media Posts
- Educational Brochures
- Program Overview Videos
- Custom Webpage

The image displays three key components of the public awareness support materials:

- CUSTOMER TOOLKIT:** A cover page for a toolkit titled "CUSTOMER TOOLKIT" by HYDRACORP. It includes the subtitle "Resources to educate public water customers and maximize program impact" and a thumbnail image of a residential neighborhood.
- CROSS-CONN Webpage:** A webpage titled "CROSS-CONN" for "ANYTOWN USA". It features a header with a mountain logo and a main section titled "Residential Cross-Connection Control Program" with the sub-heading "Ensuring Clean, Safe Drinking Water and Regulatory Compliance is City's top priority." The page includes descriptive text and a diagram of a water main connection.
- Table of Contents:** A page listing the contents of the toolkit, including sections like "Getting Started", "About HydroCorp", "Get the Word Out", "Public Education & Awareness", "More Resources", and "Stay Connected".

Residential Interior Surveys

- Water customer schedules survey via online portal or customer support
- Survey completed in less than 30 minutes
 - Inspector does *not* go into kitchens, bathrooms, or private spaces
- Customer provided with educational brochure on common cross-connections & backflow preventers



Inspection Notice Example



Cross Connection Control Program Inspection Notice

Sample Person
12345 Somewhere
Perfectville, FL 48888

Print Date: 11/06/2024

RE: Facility For Sample Notice at 12345 Somewhere

Reference #: **4C5-DA5-A9E**

Dear Water Customer,

The purpose of the [redacted] Cross Connection Control Program, as defined in local Ordinance Part II, Sec 48-70 thru 48-82, is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection and 2) testing of backflow prevention assemblies.

The [redacted] will be working jointly with inspectors from HydroCorp to conduct these inspections. Thank you in advance for your cooperation in this matter.

As part of this program, an inspection of your facility's internal water system is to be completed. Inspectors will be reviewing your water system for connections that could possibly contaminate the water distribution system. The inspection is tentatively scheduled for **N/A**. Our inspector will do their best to be on-site this day, however, we may be on-site the day before or after the scheduled date. The inspection must be completed during normal business hours of 8:00 a.m. to 5:00 p.m. If you need a more specific time, please call 1-844-493-7641 to arrange an appointment.

Any costs associated with the replacement, modification(s), installation, and/or testing of backflow prevention assemblies are the responsibility of the property owner/manager and/or occupant.

You will be notified following the inspection if modification(s) and/or testing of backflow prevention assemblies are necessary. We look forward to working with you in protecting the drinking water supply.

If you have any questions or require additional information, please contact HydroCorp from 8 am to 6 pm EST Monday through Friday at 1-844-493-7641 or visit their website at hydrocorpinc.com.

Violation Notice Example

Cross Connection Control Inspection Non-Compliance Notice

John Smith
P.O. Box 123
Perfectville, MI 48098

Print Date: 7/15/2019

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Reference Number: **933-DB1-3DB**

Dear Water Customer,

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in Local Ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

An inspection of your facility's internal water distribution system was completed on [LASTSURVEYDATE]. Inspectors reviewing your water system found connections that could possibly contaminate the public water distribution system. A list of requirements is enclosed.

Requirements on this list must be addressed using only State approved backflow prevention devices. A licensed plumber should be able to assist you with acquiring approved backflow prevention devices. Some backflow prevention devices (assemblies) also require testing by a State Certified Tester. We suggest that the licensed plumber installing the testable assemblies also have the state certification to test assemblies. **All testable assemblies must be tested immediately at the time of installation.**

These requirements must be completed by [RESPONSEDATE]. After the requirements and devices have been installed (if applicable) please call the number below on or before the date listed above to schedule a compliance inspection. Failure to comply could result in discontinuation of water service.

To arrange for compliance review or if you require additional information, please contact HydroCorp at 1-844-493-7641 or visit their website at www.hydrocorpinc.com

Order #	Device Type	Qty	Comment
2	HBVB		Install Hose Bibb Vacuum Breaker (ASSE #1011) on hose bibb by slop sink in restroom. - Re: Michigan Plumbing Code, Section 608.15.4.2.
4	VMBP		Install Backflow Preventer for Beverage Dispensing Equipment (ASSE #1022) in supply to cappuccino machine. - RE: Michigan Plumbing Code section 608.16.10

HydroSoft: The Intersection of Service & Software

- Streamline project & data management
 - 24/7 access to project data
 - Easy export for compliance reporting
 - Project status visibility
- HydroSoft manages data for:
 - Cross-connection control surveys
 - Backflow preventer test tracking



HYDROSOFT
A HYDROCORP SOLUTION

Inspection Report



ZZ Sample-Com
 Organization Inspections Conducted
 Criteria:5/1/2024 - 6/7/2024



Inspection Summary:

Inspections Conducted:	0	Compliant:	0	Cancelled:	0	Initial Inspections:	0
Facilities Inspected:	9	Non Compliant:	0	Vacant:	0	Compliance Inspections:	0
Scheduled:	37	Rescheduled:	0	Inactive:	0	Reinspections:	0
To Be Scheduled:	0	Delayed:	0	Shutoff:	0		

Inspection Detail:

Facility Name	Service Address	Scheduled	Inspected	Type	Status	Inspector
(JM) Car Wash	555 Main	05/16/2024	05/16/2024	Re-Inspection	Scheduled	Sample Sync
Circle K (Sample)	123 St.	05/16/2024	05/16/2024	Initial Inspection	Scheduled	Sample Sync
(TU) Gas Station	555 Main	05/23/2024	05/23/2024	Re-Inspection	Scheduled	Sample Sync
7 Main LLC ED X	7 N Main St	05/23/2024	05/23/2024	Initial Inspection	Scheduled	Sample Sync
Easy Bake Desserts	1919 Bakers Avenue	05/30/2024	05/30/2024	Re-Inspection	Scheduled	Select Your Name
Inspector Training - A	123 Train St.	06/04/2024	06/04/2024	Initial Inspection	Scheduled	Sample Sync
Inspector Training - C	125 Train St.	06/04/2024	06/04/2024	Initial Inspection	Scheduled	Sample Sync
Jimbo's Liquor	12345 Drunkard Ct	06/04/2024	06/04/2024	Re-Inspection	Scheduled	James Simon
K-Tool Corp	31111 Wixom RD	06/04/2024	06/05/2024	Re-Inspection	Scheduled	Select Your Name



Violation Report



ZZ Sample-Com
Violations
Criteria:5/1/2024 - 6/6/2024



Violation Summary:

Total Violations: 16
Total Facilities with Violations: 8

Violation Details:

Facility Name	Service Address	Order #	Location/Comments
(JM) Dry Cleaner	555 Main	1	Adjust (2) existing Anti-Siphon Ballcocks (ASSE 1002) in water closets of women's (1) and men's (1) restroom on the first floor and/or cut overflow pipe in order to provide a minimum of a 1" air gap measured from the critical level (C-L) of the device to the full opening of the overflow pipe. RE: Michigan Plumbing Code section 425.3.1
(JM) Dry Cleaner	555 Main	5	Install Hose Bibb Vacuum Breaker (ASSE #1011) on hose threads of Hose drop located next to tire machine.
(JM) Dry Cleaner	555 Main	7	Repair/Replace missing top cover of built in atmospheric vacuum break on faucet fixture outside of wash room.
(JM) Dry Cleaner	555 Main	9	Adjust existing Anti-Siphon Ballcock (ASSE 1002) in water closet of Women's restroom and/or cut overflow pipe in order to provide a minimum of a 1" air gap measured from the critical level (C-L) of the device to the full opening of the overflow pipe. RE: Michigan Plumbing Code section 425.3.1
(JV) Sample Inspection #21	555 Main St	3	Install Anti-Frost Hose Bibb Vacuum Breaker (ASSE #1011, Watts NF8 or Equal) On Outside Hose Bibb - Re: Michigan Plumbing Code, Section 608.15.4.2.
(TU) Gas Station	555 Main	2	Install Backflow Preventer for Beverage Dispensing Equipment (ASSE #1022) in supply to carbonated beverage machine - Re: Michigan Plumbing Code table 608.16.1
Easy Bake Desserts	1919 Bakers Avenue	20	Install 1" air gap on drain of ice maker in
Jimbo's Liquor	12345 Drunkard Ct	2	DCV needed for fire protection bypass above the RBPB
Jimbo's Liquor	12345 Drunkard Ct	5	Install Reduced Pressure Backflow Prevention Assembly (ASSE #1013) in supply to water back-up sump pump.NOTE: RBPB will replace inappropriate existing vdcv
JJ's Auto Repair	555 Main St	3	Install Hose Bibb Vacuum Breaker (ASSE #1011) on hose threads of hose drop located next to tire machine
JJ's Auto Repair	555 Main St	5	Repair/replace missing top cover of built in atmospheric vacuum breaker on faucet fixture outside wash room



Address/Device Report



(TU) Dental Clinic
555 Main
Sample
Cross Connection Control Program



Backflow Preventer Summary:

Count of Existing:	7	Initial Inspection Date:	04/14/2017	Last Notice Sent:	Non Com 2
Count of Required:	3	Last Inspection Date:	04/14/2017	Last Notice Date:	12/05/2017
Inspection Freq:	12	Current Survey Status:	Non-Compliant	Facility Type:	Dental

Existing Backflow Preventers:

Ord #	Device Type	Protection	Manufacturer	Model #	Serial #	Size	RO #	Last Test	Comments
4	RRF	Restroom Fixtures	- N/A -	- N/A -		0			Restroom fixtures (4) in restrooms (4)
5	PVB	Lawn Sprinkler System	Watts	800	394623.2	1			Lawn Sprinkler System on outside east wall
6	HBIVB	Outside Hose Bibb	- N/A -	- N/A -		0			Outside Hose Bibb (2) north and south walls
7	AVB	X-ray Developer	- N/A -	- N/A -		0			X-ray developer
8	AG	Isolation	- N/A -	NA		0			Model grinder
9	HBVB	Slop Sink	- N/A -	- N/A -		0			Slop Sink in utility room
10	AVB	Isolation	- N/A -	- N/A -		0			Vacuum pump

Required Backflow Preventers:

Ord #	Device Type	Protection	Size	Comments
1	RRF	Restroom Fixtures	0	Adjust (Cut) Overflow Pipe in Water Closet of unisex Restroom in Order to Provide a Minimum of a 1" Air Gap Measured From the Critical Level (C-L) of the Existing Anti-Siphon Ballcock to the Full Opening of the Overflow Pipe. RE: Michigan Plumbing Code Section 425.3.1
2	RPBP	Dental Chair	0	Install Reduced Pressure Backflow Prevention Assembly (ASSE #1013) in supply to Dental Chairs



Project Fees

3 year - residential

Annual Inspections	# of Months	Monthly Cost	*Year 1 Cost	Total Cost
360 <i>300 initial 60 compliance</i>	36	\$2,764.50	\$33,174.00	\$103,555.96

Annual Cost per Connection: \$11.51
Monthly Cost per Connection: \$0.96

**Pricing based on 3-year commitment with 4% increase annually
*see proposal document for additional details
Proposed pricing is valid for 90 days from the receipt of this proposal.



Appendix



Cross Connection Control Program

Why NR 810.15



(1) CROSS CONNECTION CONTROL PROGRAM. In order to protect the public water supply system, the water supplier for every municipal water system shall develop and implement a comprehensive cross connection control program for the elimination of all existing unprotected cross-connections and prevention of all future unprotected cross-connections to the last flowing tap or end-use device. The program may include providing public education materials in lieu of inspections of low hazard portions of residential or commercial facilities. Low hazard areas consist of normal kitchen and bathroom fixtures. The water supplier shall keep a current record of the cross connection control program available for annual review by the department. The cross connection control program shall include:

(A) Complete description of the program and the administration procedures, including designation of the inspection or enforcement agency or agencies.

(B) Local authority for implementation of the program, such as ordinance or other governing rule.

(c) A time schedule for public education materials, surveys and follow up surveys of consumer premises for cross connections including appropriate record keeping. Unless otherwise authorized by the department, water suppliers for each municipal water system shall cause a survey to be conducted for every residential service a minimum of once every ten years or on a schedule matching meter replacement. Public educational materials, when being provided in lieu of low hazard inspections, shall be provided to the customer no less than every 3 years and with every cross connection survey. Unless a detailed alternative schedule is included in the cross connection control program and is approved by the department, water suppliers for each municipal water system shall cause a survey to be conducted for every industrial, commercial and public authority service a minimum of once every 2 years. Commercial properties of similar or lesser risk to residential properties may follow the same schedule as residential properties. Completed survey results shall be maintained by the water supplier until corrections and follow up surveys have been made.

Requires municipal water suppliers have CCC Program in Place

Program must be documented and inspections on a time schedule

Surveys on industrial, commercial and public authority every 2 years; residential 10 years or coincide with meter replacement cycle

Inspection frequency and hazard type must be authorized by DNR

Cross Connection Control Program

Why NR 810.15



(d) A complete description of the methods, devices, and assemblies which will be used to protect the potable water supply. Compliant methods, devices and assemblies are listed in s. SPS 382.41. ←

(e) Provisions for denial or discontinuance of water service, after reasonable notice, to any premises where an unprotected cross connection exists or where a survey could not be conducted due to denial.

(f) Submission to the department of a copy of an ordinance establishing a cross connection Control Program, an annual report including a total number of all service connections by Category and a report indicating the number of surveys completed in each category for that year.

(2) INTERCONNECTIONS WITH OTHER ACCEPTABLE WATER SOURCES. Interconnections between the public water supply system and another source of water are prohibited unless permitted by the department in individual cases. Approval of the department shall be obtained prior to the interconnection. ←

History: CR 09-073: cr. Register November 2010 No. 659, eff. 12-1-10.

Must refer to SPS 382.41 plumbing code

An annual report indicating number of surveys but be submitted

All well to city water interconnections must be permitted individually by DNR

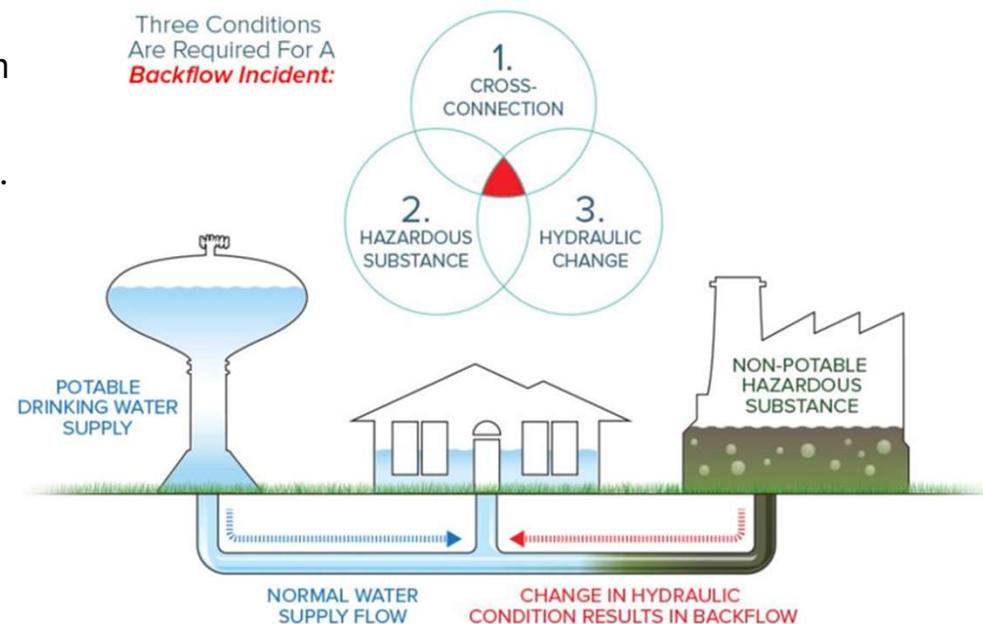
What is a cross-connection?

A cross-connection is a point in a plumbing system where it is possible for a non-potable substance to come into contact with the potable drinking water supply.



Common hazards

- Garden Hose connections with missing backflow preventers
- Water Softener discharge lines directly connected to drain piping
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation
- Toilets with faulty or unapproved anti-siphon fill valves
- Restaurant equipment connected to water supply
- Fire Sprinkler systems
- Chemical mixing systems in janitorial closets



[Stakeholders Advisory Video Link: Click HERE](#)



Risks when not addressed



- Incomplete records of verified backflow preventers
- Incomplete submissions of annual backflow test data
- Undetected/Suspect cross-connections
- Fines, penalties and legal consequences from non-compliance
- Backflow events that could lead to waterborne diseases/chemical exposure



REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 8/11/2025
Description:	Future Capital Improvement Projects Discussion
From:	Michael Wodalski, Director of Public Works
Question:	Overview of the 2025-2029 Draft Capital Improvement Plan.

Background

I didn't get a chance to update costs for these projects, below and attached is what was included in the July packet. We can discuss projects in more detail this meeting, otherwise in September I will get a more comprehensive plan in place. The two items we're really missing for the plan as far as costs go is capital equipment costs as well as parks and other facilities. More than likely we'd look at a lump sum for equipment, but we're getting to a point where plow trucks will start to need replacement every other year and we have some other mowers and similar smaller equipment that is due for replacement. Our larger equipment is mostly in good shape, but the smaller equipment will become more of a need over the next 5 years.

As far as parks go, we took care of the play grounds last year, but many of the shelters and restroom facilities should be updated as well over the next 5 years.

JULY Packet information

Attached is a map showing where the street and utility projects are for 2025 and then for future planning for 2026-2030. Since last month I also updated this map with some utility only projects. These projects are ones that are independent of any other infrastructure work.

These utility projects are below and shown on the attached maps. I have a brief synopsis of each projects as well.

Utility Projects:

- 2026 Projected Projects:
 - o Well 3 PFAS, Iron and Manganese Removal along with Treatment Plant Upgrades. This project is currently in the design phase and going through the Safe Drinking Water Loan Program and is seeking Principal Forgiveness for the portion of the project related to PFAS removal.
 - o Business 51 Storm Pond is a joint effort project with Rothschild and Schofield for Total Phosphorus removal from the storm water system prior to entering the Wisconsin River. This project is currently in the design phase and working its way through the Clean Water Fund Program for additional funding.

- 2027 Projected Projects:
 - o Kathleen Lift Station Upgrades is anticipated to replace the electrical components of the lift station.

- 2028 Projected Projects:
 - o Wells 1 and 5 PFAS, Iron and Manganese Removal is a project where a new treatment facility would be built on the Well 5 site and be able to treat water from both Wells 1 and 5. Once the Well 3 work is completed, these two wells are the last ones in the system with any real levels of iron and manganese in the water. They also are right on the threshold of the recommended EPA PFAS levels of 4 parts per trillion for PFOA and PFOS, thus depending on if there are any changes to those regulations, these wells will either be required to have treatment or will need to be turned off.
 - o Fox St Lift Station is the oldest lift station in the sanitary sewer system. This is the main lift station for the older part of the Village along the Schofield Ave corridor east to Von Kanel.

- 2029 Projected Projects:
 - o Business 51 Utility Replacement is a project that will be done as part of the State of Wisconsin's reconstruction of Business 51. These are some of the oldest watermains and sanitary sewers in our system and are overdue for replacement. Being able to coordinate those replacements with the state saves the utility a lot of money in traffic control coordination as well as roadway restoration.

These projects are the main utility projects we foresee on the horizon. I also included an annual amount for sewer lining for \$250,000 which will primarily be used in the older parts of the system within the Village of Rothschild so streets will not have to be excavated.

From the water side, the main objective moving forward will be to keep up with watermain replacements. We still have about 9 miles of asbestos cement pipe in service as well as about 7 miles of older cast iron watermain in the system. These pipes were primarily installed in the 1960s and early 1970s and are getting into the 60+ year old range. Overall our water utility has just shy of 110 miles of main. If we wanted to set a goal of replacing watermain every 60 years, that would require us to replace 1.8 miles of main a year. If we use 70 years, that's about 1.6 miles of main a year. I would recommend we start looking at a minimum of 1-1.5 miles per year to keep us at least on track to replace main in the 70-year range.

The areas we would then look to concentrate watermain replacement efforts would be primarily west of Alderson St.

I have a copy of the 2020 water utility master plan Capital Improvement Plan attached. All projects highlighted in green have been completed to date. The projects highlighted in yellow are currently in the design or construction phase. Then projects highlighted in orange are some of the projects listed as future items. Overall, even with the emergence of PFAS in the utility system, we've stayed pretty close to the projected 5-year plan that was established in 2020 and also started on some of the longer term projects that were identified.

We should look at updating our Sanitary Sewer and Water Utility Masterplans as we're getting close to about the 8-9 year mark from when those were last updated. We've made a lot of progress over the past few years and it would be good to re-evaluate the priority list shown on those.

REQUEST FOR CONSIDERATION

We should also start looking at water tower maintenance items and potentially needing to repaint the towers which may be considered maintenance projects, but are large dollar projects.

Major Corridor Projects:

The Surface Transportation Projects – Urban (STP-U) grants are due this fall. In order to have a project considered we will need to have it included in our Capital Improvement Plan. Currently the Village has 3 projects being funded by this program which are all located along Ross Avenue and are joint projects. These projects in total are receiving funding in the \$7.5 Million range.

Projects for this program also have to be identified as either a collector or arterial within the urban area classified map (map attached). As I look at the classified system map we've done a good job in recent years of really ensuring these corridors are improved as recent projects on Ross Ave, Weston Ave, Jelinek Ave and this year on Fuller St and Schofield Ave fit within the classified network. Looking to the future, I would recommend we include Schofield Ave between Birch St and County Road X as that pavement is starting to fail more frequently. Additionally, Birch St south of Schofield Ave as well as Jelinek Ave east of Alderson St would be qualified projects as well. We have Birch already identified as a future project so adding in Jelinek east of Alderson would be good candidates.

Pedestrian and Bike Projects:

As discussed previously, we'll also look at including additional sidewalk extension and connecting projects into the Capital Plan. The Village will also be starting a Ped and Bike Masterplan study here in 2025 which will also identify other potential projects.

Additionally, there are several subdivision projects being proposed and/or currently being built where we have discussed with the developer's reserving pedestrian corridors and then utilizing the parkland dedication fees to then build those paths.

Overall Plan:

The goal is to keep building on these projects over the next several months so by the end of summer we have a comprehensive list of projects for the next 5 years.

Attached Docs:

- Map of projects currently planned
- Water Utility Master Plan Capital Projects
- Urban area classified street system

Committee Action: - Projects have been previously discussed

Fiscal Impact: - Project estimates are being fine tuned at this time.

Recommendation: Staff is looking to provide an update to the Committee on where we are with the projects and likely years projects will be constructed.

Recommended Language for Official Action

I Move to _____

Or, Something else

Additional action:

REQUEST FOR CONSIDERATION

Projects to Consider Moving Forward On

<u>Project</u>	<u>Water</u>	<u>Sanitary</u>	<u>Storm/Drainage</u>	<u>Street</u>	<u>Other</u>
Concord and Bayberry	Existing watermain is Ductile Iron	No changes to existing planned	Currently a rural/ditch system with some storm sewer. Look to increasing inlets to provide better drainage	Street is in poor condition. Narrow street with heavy semi-truck traffic. Shoulders rut consistently due to large trucks parking and driving off the paved surface. Need to upgrade pavement section and widen for better flow	Discussion to have is if we'd want to incorporate pedestrian accommodations through the commercial corridor. There is a school on the east end of Concord at Camp Phillips. There is also a utility easement at Aspen St extended that could improve walkability in the area.
Blodel Ave	Existing watermain is Asbestos Cement and should be replaced. Also this project would provide a raw water line from the Alta Verde well to the Bloedel well location for future treatment.	Replace existing sanitary sewer main.	Existing drainage utilizes ditches or water just running off into the grass. Would look at adding positive drainage networks through the corridor.	Street is in fair condition, it is narrow and existing ROW is narrow at 50-ft.	There is not any pedestrian accommodations along the corridor. Would look at adding sidewalk on at least one side of the roadway to improve non-motorized access. The Schofield Ave corridor is just to the north and Kennedy Park is located to the south. There is an existing sidewalk between Bloedel and Neupert Ave to connect to Kennedy Park.
Ferge & Delonay	Existing watermain is Asbestos Cement and would be replaced with Ductile Iron	Ferge has a main interceptor sewer that should be replaced	Currently a rural/ditch system with some storm sewer. Possible pond location off of Delonay	Streets are in poor to fair condition. There's noticeable rutting, cracking and potholing.	There is some existing sidewalk, but it is not continuous/consistent along the entire corridor.
Everest Ave (Volkman to Alta Verde)	Existing watermain is Asbestos Cement Pipe and would	Likely to be replaced, possibly lined.	There is a large 54-inch storm line that is over 50 years old and should either be	Street is in fair condition, is showing signs of rutting, potholing and	There is some existing sidewalk, but it is not continuous. This project could include some additional work on Volkman to connect the path

	be replaced and slightly upsized with ductile iron		replaced or have major maintenance performed.	extensive cracking in areas.	Rothschild and Schofield will be installing to the DCE Jr and Sr. High Schools.
Birch St (Community Center to Jelinek)	No changes to existing planned	No changes to existing planned	Existing rural section, perhaps some minor ditching/grade adjustments	Road is in fair condition with some poor segments	A path or sidewalk was thought to be included to link the pedestrian bridge to the Schofield Ave Corridor
Howland Ave (Alderson to CR-X)	No changes to existing planned	No changes to existing planned	Existing rural section, maybe minor modifications	Street is in poor to fair condition, extensive rutting exists	A path or widened paved shoulder would likely be included
Howland Ave (CR-X to Woodland)	No changes to existing planned	No changes to existing planned	Existing rural section, perhaps some minor ditching/grade adjustments	Road is in fair condition with some poor segments	A path or widened paved shoulder should be looked at to link the neighborhoods to the east to the YMCA and CR-X paths
Radtke Ave (west of Alderson)	Existing Watermain is Asbestos Cement, replace with Ductile Iron	Replace existing Sewer	Existing is rural ditches, need to improve drainage as water sits on street	Poor Street Condition	Could look at some pedestrian accommodation or just a wider pavement section as this is a dead end street.
Everest Area between DCE Jr. High and Sr. High	Watermain is mostly Asbestos Cement, should be replaced with Ductile Iron	Sewer is original from 1960s and should be replaced	Storm sewer is intermittent and also was installed in the 1970s and should either be rehabilitated or replaced	We have overlaid some of the main streets in recent years due to the poor roadway conditions, side streets are in fair to poor condition	Sidewalk in this area is intermittent based on era of when a house was built. We'd look at making sidewalk more consistent and better connect the schools and neighborhood.

Project Name	Water	Sanitary	Storm	TIF	General	Grants/Other Rev	Total	Grant/Other Notes
2026 Street Projects								
Bloedel Ave	\$ 560,000	\$ 348,000	\$ 363,000		\$ 426,000		\$ 1,697,000	
Concord Ave and Bayberry St	\$ 200,000	\$ 100,000	\$ 566,000		\$ 935,000		\$ 1,801,000	
Jelinek and Alderson Intersection	\$ 200,000	\$ 150,000	\$ 200,000		\$ 450,000		\$ 1,000,000	
Street Repaving and Overlays					\$ 300,000		\$ 300,000	
2026 Utility Projects								
Well 3 PFAS/Fe/Mn Removal and Treatment Plant	\$ 2,640,000					\$ 2,000,000	\$ 4,640,000	SDWL - PF for PFAS (Emerging Contaminants)
BUS 51 Storm Pond			\$ 1,878,825			\$ 978,675	\$ 2,857,500	Current Grants and Partner Community Costs
MH and Sewer Lining		\$ 250,000					\$ 250,000	
2026 Project Totals	\$ 3,600,000	\$ 848,000	\$ 3,007,825	\$ -	\$ 2,111,000	\$ 2,978,675	\$ 12,545,500	
	Water	Sanitary	Storm	TIF	General	Grants/Other Rev	Total	
2027 Street Projects								
Ross Ave (Metro to Alderson)	\$ 100,000	\$ 156,000	\$ 363,000		\$ 408,497	\$ 3,244,349	\$ 4,271,846	STP Grant of \$2,634,977 and split with Schofield Street Costs
Post Ave and Ferge St	\$ 422,000	\$ 646,000	\$ 457,000		\$ 575,000		\$ 2,100,000	
Howland Ave	\$ 100,000	\$ 150,000	\$ 874,000		\$ 1,035,000		\$ 2,159,000	
Street Repaving and Overlays					\$ 300,000		\$ 300,000	
2027 Utility Projects								
Kathleen LS Upgrade		\$ 75,000					\$ 75,000	
MH and Sewer Lining		\$ 250,000					\$ 250,000	
2027 Project Totals	\$ 622,000	\$ 1,277,000	\$ 1,694,000	\$ -	\$ 2,318,497	\$ 3,244,349	\$ 8,530,846	
	Water	Sanitary	Storm	TIF	General	Grants/Other Rev	Total	
2028 Street Projects								
Ross Ave and CR-X Intersection	\$ 100,000	\$ 50,000	\$ 50,000		\$ 400,000	\$ 2,352,000	\$ 2,952,000	STP Grant of \$2,352,000 and split with County
Ross Ave (River Bend Rd to Pauls Ave)	\$ 1,100,000	\$ 1,000,000	\$ 100,000		\$ 575,000	\$ 2,211,598	\$ 4,986,598	STP Grant of \$2,211,598 and split with Town of Weston
Everest Ave	\$ 486,000	\$ 429,000	\$ 440,000		\$ 520,000		\$ 1,875,000	
Street Repaving and Overlays					\$ 300,000		\$ 300,000	
2028 Utility Projects								
Well 1 and 5 PFAS/Fe/Mn Removal	\$ 5,000,000						\$ 5,000,000	
Fox St LS Upgrade		\$ 750,000					\$ 750,000	
MH and Sewer Lining		\$ 250,000					\$ 250,000	
2028 Project Totals	\$ 1,686,000	\$ 1,479,000	\$ 590,000	\$ -	\$ 1,795,000	\$ 4,563,598	\$ 9,813,598	
	Water	Sanitary	Storm	TIF	General	Grants/Other Rev	Total	

— 2025

— 2026

— 2027

— 2028

— 2029

— Future and Options

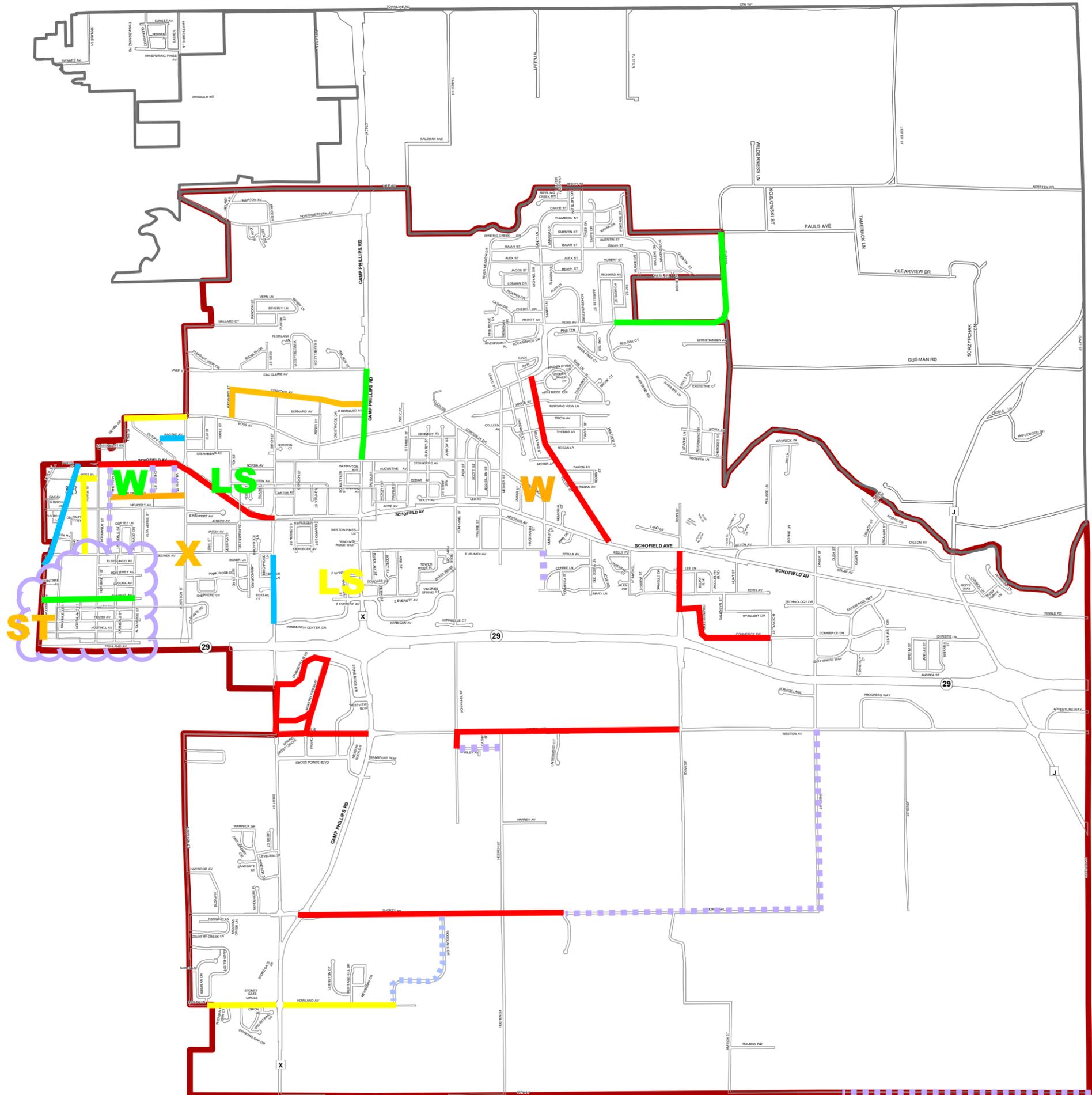


TABLE 10-1: CAPITAL IMPROVEMENTS PLAN

Short-Term Improvements (5 Years)	Estimated Cost ¹	Mid-Term Improvements (6-10 Years)	Estimated Cost ¹
New Well 7 Including Well, Pump, VFD Controls, Building, Chemical Feed Equipment, SCADA, Generator and Site Work	\$2,646,000	New Weston Ave 0.75 MG Composite Tower with Altitude Valve, Site Work, Telemetry, and Piping	\$3,066,000
New Well 8 (Pitless Well, Pump, VFD Controls and Piping)	\$448,000	Demolish Summit Tower	\$56,000
New Bloedel WTP (includes pressure filters with backwash tank and chemical feed in new building at Well 5, new building and pump at Well 1, piping from Well 1 to WTP, Well 5 pump modifications with VFD controls, and standby generator)	\$5,089,000	New Mesker WTP (includes new treatment building, pressure filters with backwash tank and chemical feed systems, Well 3 pump modifications with VFD controls, electrical improvements at Well 3, and standby generator)	\$4,200,000
SCADA Upgrades Including New Control Panels at the WTP (Air Stripper), Existing Towers and Wells	\$728,000	Well 4 (Sternberg) Pump Replacement and VFD Addition	\$70,000
Altitude Valve at Summit Tower	\$60,200	WTP (Air Stripper) Booster Pumps Replacement and New VFD	\$126,000
Distribution System Project 1 - Ryan Street River Crossing ^{3,4,5,8}	\$726,000	Distribution System Project 2 - Lexington Ct ^{3,5,8}	\$218,000
Distribution System Project 5 - Fuller St ^{2,5,8}	\$276,000	Distribution System Project 3 - Birch St ^{2,5,8}	\$304,000
Distribution System Project 8 -Kraemer Ln ^{3,5,8}	\$707,000	Distribution System Project 4 - Alderson St ^{2,5,8}	\$473,000
Distribution System Project 12 - Development, Weston Ave ^{3,5,8}	\$1,013,000	Distribution System Project 6 - Business 51 ^{2,3,5,8}	\$511,000
Distribution System Project 13 - Development, Weston Ave ^{3,5,8}	\$604,000	Distribution System Project 9 - Kiowa Ln ^{3,5,8}	\$171,000
Distribution System Project 14 - Development, Weston Ave ^{3,5,8}	\$428,000	Distribution System Project 10 - Alderson St ^{3,5,8}	\$278,000
Distribution System Project 16 - Everest Ave ^{2,5,8}	\$858,000	Water Main Renewal - Year 6-10: (~550 feet and \$84,700 per year) ^{2,5,7}	\$424,000
Distribution System Project 17 - Birch St ^{3,5,8}	\$170,000	Transmission Mains for Expansion (approximately 3.0 miles of 12-inch main) ³	\$2,418,000
Distribution System Project 18 - Jelinek Ave ^{2,3,5,8}	\$383,000	Total	\$12,315,000
Distribution System Project 19 - Everest Ave ^{2,5,8}	\$482,000	Long-Term Improvements (11-20 Years)	
Distribution System Project 20 – Summit Tower Reliability ^{2,3,5,8}	\$522,000	Water Main Renewal - Years 11-20 (~ 500 feet and \$84,700 per year) ^{2,5,7}	\$847,000
Well 2 Standby Generator	\$200,000	Transmission Mains for Expansion (~ 3.6 miles of 16-inch main, ~ 15.3 miles of 12-inch main, and 4 additional river crossings) ^{3,4}	\$16,545,000
Automatic System for Opening Rothschild Connection and Hydrant Flushing System (Kerry System)	\$136,000	Total	\$17,392,000
Kerry System Storage Improvements ⁶	\$175,000		
Expansion Transmission Mains for Expansion (~ 4.2 miles of 12-inch main) ³	\$3,419,000		
Total	\$19,070,200		

Footnotes:

- 1 Assumed 15 percent for engineering design and construction administration/inspection and 25 percent for contingencies.
- 2 Water main replacement costs before engineering and contingency were estimated using \$100/foot for 6-inch pipe, \$110/foot for 8-inch pipe, and \$130/foot for 12-inch pipe.
- 3 Water main expansion costs before engineering and contingency were estimated using \$90/foot for 8-inch pipe, \$110/foot for 12-inch pipe, \$140/ft for 16-inch pipe main.
- 4 Water mains crossing rivers were estimated at \$180/foot for 12-inch pipe.
- 5 Water main estimates are general planning numbers and do not include roadway replacement.
- 6 It is recommended that the Utility evaluate alternatives such as hydropneumatic tank for surge protection and removing the Kerry Tower from service or plan to complete the repairs needed for the Kerry Tower.
- 7 Water main replacement cost for water main renewal is based on 8-inch water main.
- 8 As illustrated in Figure 9-4.

Notes:

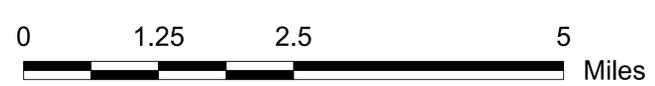
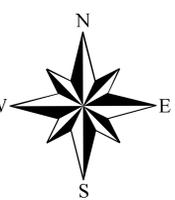
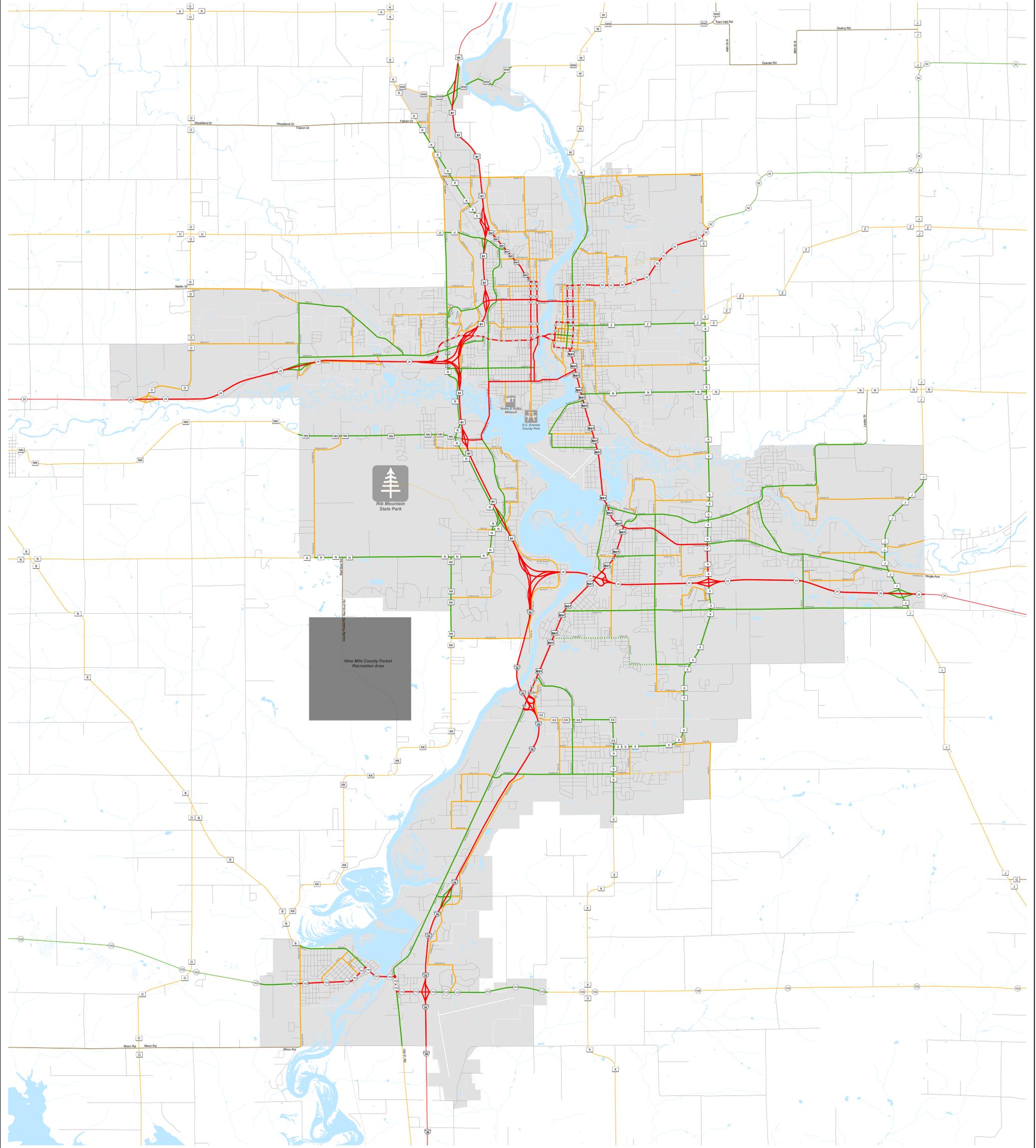
- Distribution System Project 7, Project 11, and Project 15 were completed in 2020; therefore, are not included in the CIP.
- Estimates do not include land purchase, if necessary.
- The engineer's cost estimates are only an estimate of possible construction costs for budgeting purposes. The estimates are limited to the conditions existing at issuance of the report and is not a guarantee of actual price or cost. Uncertain market conditions such as, but not limited to local labor or contractor availability, wages, other work, material market fluctuations, price escalations, force majeure events, and developing bidding conditions, etc. may affect the accuracy of this estimate. AECOM is not responsible for any variance from this estimate or actual prices and conditions obtained.
- This estimate is an ACE Class 4 Order of Magnitude cost estimate and is based on 2020 dollars.

WAUSAU

Functional Classification

04/28/2017

WAUSAU



addendum to Legend

MA	WISLR certified
MA	non-WISLR certified (not eligible for STP-U funding)
COL	WISLR certified
COL	non-WISLR certified (not eligible for STP-U funding)
LOC	WISLR certified
LOC	non-WISLR certified

Legend

Existing	Planned*	Other
Red line	Red dotted line	Grey line
Green line	Green dotted line	Blue area
Orange line	Orange dotted line	Light grey area
Grey line	White line	Dark grey area
		Light blue area
		Dark grey area
		White area
		Black outline

* NOTE:
All planned route locations are approximations only.

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