



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

JOINT MEETING OF THE VILLAGE BOARD COMMITTEE OF THE WHOLE & COMMITTEES

MONDAY, MARCH 3, 2025 AT 6:45 PM

**Williams Bay School
500 West Geneva Street (HWY 67)
Williams Bay, WI 53191**

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

I. Village Board Committee of the Whole

- a. Call to Order
- b. Roll Call
- c. Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*
- d. Joint Village Board Committee of the Whole & Committee Meeting Minutes of February 3, 2025

II. Ad-hoc Tree Preservation Committee Report - Umans, Jaramillo (5 min.)

III. Streets & Highways Committee – D'Alessandro, Russell, Vlach (15 Min.)

- a. Call to Order
- b. Roll Call
- c. Update on Highway 67 Reconstruction
- d. Update on Downtown Master Plan
- e. Adjourn

IV. Protective Services Committee – Vlach, Russell, Jaramillo (15 min.)

- a. Call to Order
- b. Roll Call
- c. Fontana Emergency Medical Services (EMS) Monthly Numbers
- d. Williams Bay Police Department Monthly Numbers
- e. Williams Bay Police Chief's Report - Including Police Department Referendum Update
- f. Adjourn

V. Water & Sewer Committee – Umans, Jaramillo, Vlach (10 min.)

- a. Call to Order
- b. Roll Call
- c. Consideration and Possible Action on a Quote From Northland Equipment Company for the New Public Works Water & Sewer Truck
- d. Consideration and Possible Action on Hydrocorp Residential and Non-residential Cross Connection Program Renewal Proposals
- e. Village Engineers Report
- f. Adjourn

VI. Parks & Lakefront Committee – Russell, Wright, Umans (15 min.)

- a. Call to Order
- b. Roll Call
- c. Discussion and Possible Action on Edgewater Park Use and Policy Contract for Williams Bay Lioness Lions Club for Williams Bay Lioness Lions Club Holiday Craft Market on August 30, 2025
- d. Consideration and Possible Action on Change Order # 1 for Theatre Road Restroom Building Remodel
- e. Discussion and Possible Action on Lions Field Repairs and Improvements Proposal
- f. Adjourn

VII. Finance & Personnel Committee – Wright, D'Alessandro, Umans (20 min.)

- a. Call to Order
- b. Roll Call
- c. Consideration and Possible Action on a Quote From Northland Equipment Company for the New Public Works Water & Sewer Truck
- d. Consideration and Possible Action on Hydrocorp Residential and Non-residential Cross Connection Program Renewal Proposals
- e. Consideration and Possible Action on Change Order # 1 for Theatre Road Restroom Building Remodel
- f. Discussion and Possible Action on Lions Field Repairs and Improvements Proposal
- g. Adjourn

VIII. Village Board Committee of the Whole

- a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)
- b. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 02/28/2025 5:00 PM



VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

UNOFFICIAL MINUTES JOINT MEETING OF THE VILLAGE BOARD COMMITTEE OF THE WHOLE & COMMITTEES

**MONDAY, FEBRUARY 3, 2025 AT 6:45 PM
VILLAGE HALL COUNCIL ROOM
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191**

I. Village Board Committee of the Whole

a. Call to Order

President Duncan called the meeting to order at 06:48pm.

b. Roll Call

Present: President Bill Duncan, Trustees Jim D'Alessandro, Lowell Wright, Robert Umans, Adam Jaramillo, Steven Russell

Also Present: Administrator David Lothspeich, Attorney Mark Schroeder, Police Chief Justin Timm, Fontana Fire Chief Richard Manthy Jr., Village Engineer Doug Snyder, Public Works Director Wayne Edwards, Recreation Director Ryan Knop, Library Director Joy Schnupp, Assistant Library Director Emily Sanders, Treasurer Jennifer Wiese, Clerk Tina Kolls

Excused: Trustee George Vlach

- c. Meeting Decorum.** *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a discussion, including addressing the chair to speak, staying relevant to the topic at hand, avoiding personal attacks, and generally adhering to courteous conduct while debating issues; essentially, ensuring that discussions are focused and civil, with only one person speaking at a time when recognized by the chair. Violators of meeting decorum will be excused from the meeting.*

d. Village Board Committee of the Whole & Committees Meeting Minutes of December 2, 2024

The motion to approve the Village Board Committee of the Whole & Committees Meeting Minutes of December 2, 2024 was initiated by Trustee Umans and seconded by Trustee Russell. Unanimously carried.

e. Village Board Committee of the Whole & Committee Meeting Minutes of January 6, 2025

The motion to approve the Village Board Committee of the Whole & Committee Meeting Minutes of January 6, 2025 was initiated by Trustee Umans and seconded by Trustee Russell. Unanimously carried.

II. Building, Zoning & Ordinance Committee – Jaramillo, Wright, D'Alessandro

a. Call to Order

Chairman Trustee Jaramillo called the meeting to order at 06:50pm.

b. Roll Call

Present: Trustees Jaramillo, Wright and D'Alessandro

Also Present: President Duncan, Trustees Umans and Russell, Administrator Lothspeich, Attorney Schroeder, Police Chief Timm, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Assistant Library Director Sanders, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

c. Proposed "Nomad Living" Project Development - Status

Trustee Jaramillo explained that Nomad Living has not applied for any permits at this time and that they would be required to follow all ordinances once they did.

d. Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Wright at 06:57pm. Unanimously carried.

III. Protective Services Committee – Vlach, Russell, Jaramillo

a. Call to Order

Trustee Jaramillo called the meeting to order at 06:57pm.

b. Roll Call

Present: Trustees Jaramillo and Trustee Russell

Also Present: President Duncan, Trustees D'Alessandro, Wright, and Umans, Administrator Lothspeich, Attorney Schroeder, Police Chief Timm, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Assistant Library Director Sanders, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

c. Discussion and Possible Action on Application for Temporary Class "B" Retailers License for Williams Bay Lioness Lions Club for Bingo on 3-6-2025, 4-3-2025, 5-1-2025, 6-5-2025, 9-4-2025, 10-2-2025, 11-6-2025 and 12-4-2025

The motion to recommend Village Board approval of the Application for Temporary Class "B" Retailers License for Williams Bay Lioness Lions Club for Bingo on 3-6-2025, 4-3-2025, 5-1-2025, 6-5-2025, 9-4-2025, 10-2-2025, 11-6-2025 and 12-4-2025 was initiated by Trustee Jaramillo and seconded by Trustee Russell. Unanimously carried.

d. Fontana Emergency Medical Services (EMS) Monthly Numbers

The Committee reviewed the Fontana Emergency Medical Services (EMS) Monthly Numbers.

e. Williams Bay Police Chief's Report - Including Police Department Referendum Update

Police Chief Timm gave the Police Chief's Monthly Report as well as his 2024 Annual Report. The highlights were:

- An update was given on the Public Safety Referendum which will be on the April 1, 2025 Spring Election ballot, including the upcoming meet & greets and where to find information.
- Officer Dan Hammett has returned to Williams Bay
- The Williams Bay Police Department participated in team-building events in 2024, including the annual Kish 5k
- The Williams Bay Police Department participated in several Village events in 2024, including the Memorial Day Parade, a safe & successful Corn & Brat, Truck-a-Palooza, National Night Out, the Fisheree.
- The Williams Bay Police Department participated in 35 hours of in-house training.
- The Williams Bay Police Department had 9483 calls for service in 2024.

f. Williams Bay Police Department Monthly Numbers

The Committee reviewed the Williams Bay Police Department Monthly Numbers.

g. Adjourn

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 07:11pm. Unanimously carried.

IV. Parks & Lakefront Committee – Russell, Wright, Umans

a. Call to Order

Chairman Trustee Russell called the meeting to order at 07:11pm.

b. Roll Call

Present: Trustees Russell, Wright and Umans

Also Present: President Duncan, Trustees Jaramillo and D'Alessandro, Administrator Lothspeich, Attorney Schroeder, Police Chief Timm, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Assistant Library Director Sanders, Treasurer Wiese, Clerk Kolls
Excused: Trustee Vlach

- c. Discussion and Possible Action on Edgewater Park Use and Policy Contract for Williams Bay Cultural Arts Alliance for the Williams Bay Fine Art Fest on July 27, 2025 and July 28, 2025

The motion to recommend Village Board approval on Edgewater Park Use and Policy Contract for Williams Bay Cultural Arts Alliance for the Williams Bay Fine Art Fest on July 27, 2025 and July 28, 2025 was initiated by Trustee Russell and seconded by Trustee Umans.

The amended motion to recommend Village Board approval the Discussion and Possible Action on Edgewater Park Use and Policy Contract for Williams Bay Cultural Arts Alliance for the Williams Bay Fine Art Fest on July 27, 2025 and July 28, 2025 to change the dates to July 26, 2025 and July 27, 2025 was initiated by Trustee Russell and seconded by Trustee Umans. Unanimously carried.

- d. Discussion and Possible Action on Edgewater Park Use and Policy Contract for Williams Bay Lioness Lions Club for Williams Bay Lioness Lions Club Holiday Craft Market on September 30, 2025

The motion to recommend Village Board approval the Discussion and Possible Action on Edgewater Park Use and Policy Contract for Williams Bay Lioness Lions Club for Williams Bay Lioness Lions Club Holiday Craft Market on September 30, 2025 was initiated by Trustee Russell and seconded by Trustee Umans. Motion Resinded.

- e. Consideration and Possible Action on Annual Request from the Department of Natural Resources (DNR) for Mooring DNR Boat on a Village-owned Pier for Current Season 2025

The motion to recommend Village Board approve the request from the Department of Natural Resources (DNR) for Mooring DNR Boat on a Village-owned West Pier for Current Season 2025 was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

- f. Consideration and Possible Action on Memorandum of Understanding with the Town of Linn for the Purchase of 2025 Beach Tags

The motion to recommend Finance & Personnel Committee approval of the Memorandum of Understanding with the Town of Linn for the Purchase of 2025 Beach Tags was initiated by Trustee Russell and seconded by Trustee Wright. Unanimously carried.

- g. Consideration and Possible Action on Village Piers Repair Estimates from Gage Marina and Austin Piers

The motion to recommend Finance & Personnel Committee approval of Village Piers Repair Estimates from Austin Piers not to exceed \$17,003.80 was initiated by Trustee Russell and seconded by Trustee Umans. Unanimously carried.

The motion to recommend Finance & Personnel Committee approval of Village Piers Repair Estimates from Gage Marina not to exceed \$25,712.84 for the East Pier and \$29,011.19 for the West Pier was initiated by Trustee Russell and seconded by Trustee Umans. Unanimously carried.

- h. Adjourn

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Umans at 07:22pm. Unanimously carried.

V. Water & Sewer Committee – Umans, Jaramillo, Vlach

- a. Call to Order

Chairman Trustee Umans called the meeting to order at 07:22pm.

- b. Roll Call

Present: Trustees Umans and Jaramillo

Also Present: President Duncan, Trustees D'Alessandro, Wright, and Russell, Administrator Lothspeich, Attorney Schroeder, Police Chief Timm, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Assistant Library Director Sanders, Treasurer Wiese, Clerk Kolls
Excused: Trustee Vlach

c. Well #2 Change Order

The motion to recommend Finance & Personnel Committee approval of the Well #2 Change Order was initiated by Trustee Umans and seconded by Trustee Jaramillo. Unanimously carried.

d. Consideration and Possible Action on A Quote for Truck Chassis for Water/Sewer Departments

The motion to recommend Finance & Personnel Committee approval of a Quote for Truck Chassis for Water/Sewer Departments was initiated by Trustee Umans and seconded by Trustee Jaramillo. Unanimously carried.

e. Consideration and Possible Action Recommending Approval of A Base Rate Increase From \$89.05/Qtr to \$96.17/Qtr and A Sewer Use Rate Increase From \$3.70 to \$4.40 per 1,000 Gallons

The motion to recommend Village Board approval of a Base Rate Increase From \$89.05/Qtr to \$96.17/Qtr and A Sewer Use Rate Increase From \$3.70 to \$4.40 per 1,000 Gallons was initiated by Trustee Umans and seconded by Trustee Jaramillo. Unanimously carried.

f. Consideration and Possible Action on Funds Transfers From The Water Fund to the Sewer Fund in the amount of \$1,704,529

The Committee discussed the transfer from the Water Fund to the Sewer Fund in the amount of \$1,704,529.

g. Williams Bay Historical Water Main Breaks Report

The Committee requested that the Streets & Highways Committee consider putting Walworth St Replacement on their next committee agenda.

h. Engineers Report

Village Engineer Snyder gave the Engineer's Report. The highlights included brief updates on:

- STH 67 Reconstruction East-West Section
- Women's Leadership Center
- Corrosion Control Study - Improvements to Water Plant
- Theatre Road Restroom Remodel
- Water Plant Letter Flood Map Revision (LOMR) Assistance
- Street Rehabilitation Program
- Harris Road Lift Station (LS 3) Replacement
- Well 2 Pump Replacement
- Well 3 Maintenance Inspection
- Preserve Development - Former GW College
- Park Place CSM
- East Geneva Street Canyon Development - Former Levar
- Nomad Inc. Development on Collie Street

i. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee Jaramillo at 07:43pm. Unanimously carried.

VI. Finance & Personnel Committee – Wright, D'Alessandro, Umans

a. Call to Order

Chairman Trustee Wright called the meeting to order at 07:43pm.

b. Roll Call

Present: Trustees Wright, D'Alessandro and Umans

Also Present: President Duncan, Trustees Jaramillo and Russell, Administrator Lothspeich, Attorney Schroeder, Police Chief Timm, Fontana Fire Chief Manthy, Village Engineer Snyder, Public Works Director Edwards, Recreation Director Knop, Library Director Schnupp, Assistant Library Director Sanders, Treasurer Wiese, Clerk Kolls

Excused: Trustee Vlach

c. Finance & Personnel Committee Meeting Minutes of October 1, 2024

The motion to approve the Finance & Personnel Committee Meeting Minutes of October 1, 2024 was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

- d. Consideration and Possible Action on Memorandum of Understanding with the Town of Linn for the purchase of 2025 Beach Tags

The motion to recommend Village Board approval on Memorandum of Understanding with the Town of Linn for the purchase of 2025 Beach Tags was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

- e. Consideration and Possible Action on Village Piers Repair Estimates from Gage Marina and Austin Piers

The motion to recommend Village Board approval on Village Piers Repair Estimates from Gage Marina not to exceed \$25,712.84 for East Pier and \$29,011.19 for West Pier and Austin Piers not to exceed \$17,003.80 was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

- f. Consideration and Possible Action on A Quote for Truck Chassis for Water/Sewer Departments

The motion to recommend Village Board approval of a Quote for Truck Chassis for Water/Sewer Departments not to exceed \$46,908 was initiated by Trustee D'Alessandro and seconded by Trustee Umans. Unanimously carried.

- g. Consideration and Possible Action of Well #2 Change Order

The motion to recommend Village Board approval of Well #2 Change Order with the overage to come from borrowed funds was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

- h. Consideration and Possible Action on Renewal Statement of Work (SOW) for CivicPlus for CivicClerk Annual Fee

The motion to recommend Village Board approval on Renewal Statement of Work (SOW) for CivicPlus for CivicClerk Annual Fee was initiated by Trustee Wright and seconded by Trustee Umans. Trustee D'Alessandro No. Motion carries.

- i. Consideration and Possible Action on A Proposal For E-Payment Processing Services From Payment Service Network (PSN), Inc

The motion to table the Proposal for E-Payment Processing Services From Payment Service Network (PSN), Inc was initiated by Trustee Umans and seconded by Trustee D'Alessandro. Unanimously carried.

- j. Adjourn

The motion to adjourn was initiated by Trustee Umans and seconded by Trustee D'Alessandro at 08:05pm. Unanimously carried.

VII. Village Board Committee of the Whole

- a. Possible Action on Matters Discussed in Committee (Village Board Committee of the Whole)

1. Closed session pursuant to Wis. Stat. Sec. 19.85 (1) (e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Topography Hospitality, LLC Development Agreement commonly known as *The Preserve Project*, including appointment of Village Board negotiation representatives.

The motion to move into closed session pursuant to Wis. Stat. Sec. 19.85 (1) (e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Topography Hospitality, LLC Development Agreement commonly known as *The Preserve Project*, including appointment of Village Board negotiation representatives was initiated by Trustee Umans and seconded by Trustee Wright at 08:08pm.

Votes:

Yes: President Duncan, Trustees Jaramillo, D'Alessandro, Wright, Umans, Russell

No: None

Abstain: None

Result: Passes

The motion to reconvene into open session was initiated by Trustee Wright and seconded by Trustee Umans at 9:35pm.

2. Possible Action on Matters Discussed in Closed Session

There was no action taken on matters discussed in closed session.

b. Adjournment

The motion to adjourn was initiated by Trustee Jaramillo and seconded by Trustee Russell at 09:36pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

These are not official Minutes until approved by the Governing Body.

STH 67 Reconstruction: East – West Section
VILLAGE OF WILLIAMS BAY
Engineer's Report
February 28, 2025

- Much of this is a repeat to the August 1, 2024 Report.
- Ryan Bernard, PE will be the WDOT project manager in charge of the final scoping. Ryan's phone number and email: 262-548-6471; ryan.bernard@dot.wi.gov.
- Enclosed is the signed State Municipal Agreement (SMA); the costs will be updated in the future; the percentage of cost share will remain constant.
- The Operational Planning Meeting was held at 10:00a on July 22, 2024; items discussed include:
 - Construction is planned for year 2031 with a letting in September of 2030.
 - The roadway, curb, and curb ramps will be completely reconstructed as well as any sidewalk in conflict with the roadway construction. The road and base will likely be removed to a 36-inch depth.
 - The 8-foot bike lanes west of Congress will be narrowed to 5 feet to meet the minimum width and to prevent the need to replace the entire sidewalk in this area; each terrace will become 3 feet wider in this area unless we request the WDOT to shift the roadway centerline 3 feet further south so the sanitary sewer manholes are on the centerline, the storm sewer manholes are on the bike lane separation line, and the new water main can be within the terrace on the north side of W. Geneva Street.
 - Discussion occurred on the narrowing of the travel lane to 11 feet from the existing 12 feet to meet current WDOT Standards for low volume and low truck use. We requested that it remain 12 feet due to the large volume of dump trucks and boat trailers in the area.
 - Discussion occurred on the future streetscaping of the two eastern blocks; the WDOT requested to see the streetscaping concept when available but is recommending the Village wait until after construction to design and install the streetscaping by permit. There is currently no federal funding for streetscaping. If the funding becomes available, they noted they could amend the SMA to include it. The concept plan from the Village will influence the WDOT design.
 - WDOT is requesting input from the Village on travel lane width, cross walks (especially at Stam Street), the narrowing of the bike lanes (former parking) west of Congress Street, drainage issues (peak flows directed to Congress/Walworth in 1962), streetscaping needs, utility reconstruction limits, and survey request information for utility design.
 - The utility design is due in January of 2026, which is 4 months prior to the 60 percent plan review.
 - The first public informational meeting is planned for the summer of 2025.

STH 67 Reconstruction: East – West Section
VILLAGE OF WILLIAMS BAY
Engineer's Report
February 28, 2025

- Direction to the WDOT after August of 2024:
 - Install a flashing crosswalk at Walworth Avenue, Stam Street, and Theatre Road as non-participating items; the WDOT only funds crosswalks within controlled intersections.
 - Shift the centerline of W. Geneva Street 3 feet further south in the section west of Congress. This will remove the sanitary and storm sewer manholes from the wheel track and may allow for the new water main placement in the widened terrace on the north side of W. Geneva Street.
 - Reduce the peak stormwater on Congress that travel to North Walworth Avenue and Geneva Lake. The WDOT changed the drainage route of the storm sewer in 1962; the drainage formerly discharged to the northeast from this intersection. The WDOT responded to this; see the attached September 24, 2024 email from Ryan Bernard.
 - Do not reinstall the bike path symbols since they are not required and not funded by the state or federal government.
 - Village is working on a new streetscape plan; the WDOT wants to see this before they hire a consultant in June of 2025.
 - Perform an updated field survey; the WDOT responded to this; see the attached January 6, 2025, email.

- Next Steps:
 - Finalize the streetscaping plan and forward to the WDOT prior to June of 2025; they can make provision in the design that will allow the Village to design and install streetscaping by permit after September of 2030.
 - Wait for most of the final design of the attached utility improvements until the updated field survey arrives after June of 2025.
 - Attend the upcoming public informational meeting planned for the summer of 2025.

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CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: September 20, 2024

SUBJECT: Project Agreement

Project Number: 3325-08-02/22/72/73 – Initial
Project Title: V WILLIAMS BAY, W GENEVA ST
Project Limits: THEATRE RD TO ELKHORN RD
Municipality: Village of Williams Bay, Walworth County

PROGRAM: 303 3R

NOTES:

Approved

The attached agreement has been approved by regional designee.

Region: SE



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: July 11, 2024
 I.D.: 3325-08-02/22/72/73
 Road Name: STH 067
 Title: V WILLIAMS BAY, W GENEVA ST
 Limits: THEATRE RD TO ELKHORN RD
 County: WALWORTH
 Roadway Length: 1.05 miles

The signatory **Village of Williams Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Utility adjustments, watermain replacement.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 700,000	\$ 700,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 100,000	\$ 100,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating	\$ 3,270,000	\$ 3,270,000	100%	\$ -	0%
Paving Items (Inc Parking)	\$ 2,250,000	\$ 2,232,000	99.2%	\$ 18,000	0.8%
Non-Participating	\$ 6,000,000	\$ -	0%	\$ 6,000,000	100%

Total Cost Distribution \$ **12,320,000** \$ **6,302,000** \$ **6,018,000**

¹ Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but

only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signatures certify the content has not been altered by the municipality.

Signed for and in behalf of the **Village of Williams Bay** (please sign in blue ink)

Name (print) William Duncan Title Village President

Signature W. Duncan Date 9-16-2024

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Tony Barth** Title **WisDOT SERegion Planning Chief**

Signature Tony J Barth Date 9/25/2024

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for parking lanes 100% Municipal. Parking costs are included with paving costs, with parking lanes calculated as a percentage of parking area compared to the total area of pavement. For this project 0.8% of the overall paving costs were determined to be parking related. These parking costs are apportioned to the Village of Williams Bay based on the amount of parking within the Municipality.
 - (f) Funding for non-participating items, including watermain replacement 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-61-24

5
**A RESOLUTION AUTHORIZING
STATE OF WISCONSIN MUNICIPAL FINANCIAL AGREEMENT
(STH 67 – THEATRE ROAD TO W. GENEVA STREET)**

WHEREAS, the State of Wisconsin is preparing plans for the complete reconstruction of State Highway 67 (STH 67) within the Village of Williams Bay from Theatre Road to W. Geneva Street; and

WHEREAS, the Village has requested coordination with the State for the installation of Village infrastructure improvements and for the reconstructed highway to include improvements beyond the State highway design elements that benefit the Village ("**Village Improvements**"); and

WHEREAS, the State of Wisconsin provided the Municipal Financial Agreement detailing the Village's financial obligations for the Village Improvements; and

WHEREAS, on September 3, 2024 the Village Streets and Highway Committee and Finance and Personnel Committee reviewed and recommended approval of the Agreement; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents to authorize execution of the State of Wisconsin Municipal Financial Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: **Approval; Authorization.** The State of Wisconsin Municipal Financial Agreement is hereby authorized in substantially the form attached hereto as Exhibit A. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Proposal in its final form on behalf of the Village.

Approved by the Village Board of the Village of Williams Bay this 16th day of September 2024.

VILLAGE OF WILLIAMS BAY
By: William B. Duncan
William Duncan, President

Attest: Tina Kolls
Tina Kolls, Clerk

EXHIBIT A

STATE OF WISCONSIN MUNICIPAL FINANCIAL AGREEMENT
(STH 67 – THEATRE ROAD TO W. GENEVA STREET)

Douglas R. Snyder

From: Bernard, Ryan A - DOT <Ryan.Bernard@dot.wi.gov>
Sent: Monday, January 6, 2025 10:46 AM
To: Douglas R. Snyder
Cc: Wayne Edwards; Brett D. Biwer; Lothspeich, David A - MUN; McElmeel, Timothy J - DOT; Treacy, Thomas J - DOT; Senz, Luke - DOT; Higdon, Hans - DOT; Lipsky, Thomas - DOT; Villaca, Martin - DOT
Subject: RE: 3325-08-02/72 - STH 67 - Storm Drainage Improvements and Additional Survey Request

*** **CAUTION: Think Security!** This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Doug,

I have discussed your survey request with the WisDOT survey and utilities teams and have the following comments:

- WisDOT can provide as part of its standard utility survey the 2D locations of utilities such as water value covers and hydrants within the anticipated impact area of the project.
- WisDOT, due to replacing the existing storm sewer within WisDOT's ROW, can provide the measure downs for the storm sewer system being impacted.
- WisDOT cannot provide measure downs/dips for any Village owned utilities, as this is above and beyond our standard utility survey and WisDOT is not designing the Village's water/sewer utilities as part of this project. Any additional survey needed for the Village to design its water/sewer utilities will be the responsibility of the Village to collect and pay for.

WisDOT is currently working through the Final Scoping process which is anticipated to be complete in May 2025. Based on that design schedule utility survey will be requested and completed this summer.

Please let me know if the Village has any follow up comments or questions.

Thank you,

Ryan Bernard, P.E.

WisDOT DTSD

SE Region Planning

Final Scoping Team – Project Manager

262-548-6471

ryan.bernard@dot.wi.gov



From: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Sent: Thursday, September 26, 2024 1:04 PM
To: Bernard, Ryan A - DOT <Ryan.Bernard@dot.wi.gov>
Cc: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>; Brett D. Biwer <BBiwer@baxterwoodman.com>; Lothspeich, David A - MUN <admin@vi.williamsbay.wi.gov>; McElmeel, Timothy J - DOT <Timothy.McElmeel@dot.wi.gov>; Treacy, Thomas J - DOT <thomas.treacy@dot.wi.gov>; Senz, Luke - DOT <luke.senz@dot.wi.gov>; Higdon, Hans - DOT <Hans.Higdon@dot.wi.gov>
Subject: 3325-08-02/72 - STH 67 - Storm Drainage Improvements and Additional Survey Request

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Ryan,

Thanks for the response on the storm sewer below. We will try to get this in front of the Village in October for any response.

Regarding the additional survey needed for us to design the water main and sanitary sewer, we request the following additional information listed below within the right of way between Elkhorn Road and Theatre Road. It appears the existing survey was completed at the same time as the N-S section of STH 67. We request a new survey that includes the items below since both WDOT project need to use the same data and only the utility plans will have the data unless the additional survey is done by the WDOT.

- Existing water valves (including service valves) and hydrants.
- Dip sanitary sewer, storm sewer manholes, and inlets for pipe inverts. Note the amount of vertical adjustment on structures.
- Dip water valves to the valve nut.
- Water service / curb box locations.

Let me know if you see issues and your decision on the additional survey We would like to begin on the utility design yet this winter.

Douglas R. Snyder, P.E.
Vice President



direct: 815.444.3349 | mobile: 262.492.1462
email: dsnyder@baxterwoodman.com
www.baxterwoodman.com
256 S. Pine St., Burlington, WI 53105

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From: Bernard, Ryan A - DOT <Ryan.Bernard@dot.wi.gov>

Sent: Tuesday, September 24, 2024 7:35 AM

To: Douglas R. Snyder <dsnyder@baxterwoodman.com>

Cc: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>; Brett D. Biwer <BBiwer@baxterwoodman.com>; Lothspeich, David A - MUN <admin@vi.williamsbay.wi.gov>; McElmeel, Timothy J - DOT <Timothy.McElmeel@dot.wi.gov>; Treacy, Thomas J - DOT <thomas.treacy@dot.wi.gov>; Senz, Luke - DOT <luke.senz@dot.wi.gov>; Higdon, Hans - DOT <Hans.Higdon@dot.wi.gov>

Subject: RE: 3325-08-02/72 - STH 67 - Storm Drainage Improvements

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Wayne/Doug,

WisDOT has reviewed the submitted document in regard to the drainage issues that Williams Bay has experienced near Congress Ave to the east of WIS 67 within the Village limits. Upon discussing this issue with the SE Region's drainage staff, it was noted that WisDOT has previously discussed this issue with the Village of Williams Bay on the previous project along WIS 67 from Geneva St north to WIS 50. Based on re-review WisDOT has the following information to further the discussion of this drainage issue:

1. Based on previous discussions had on this segment it was determined that WisDOT had not updated the storm sewer or significantly increased the impervious roadway area since the original installation of the storm sewer. The understanding is that analysis was completed when the initial storm sewer was installed in WisDOT's right of way including review of any connections downstream for proper sizing. At which time WisDOT and the Village agreed to the drainage facilities being sufficient.
2. WisDOT designs storm sewers systems based on the 10-year storm. The Village did not indicate how often or what intensity storm events were leading to the surcharging. This information would be needed for further discussion.
3. WisDOT reviewed the percentage of the total drainage area accounted for by WisDOT's ROW and determined that it made up roughly 8.5% of the drainage area prior to the connection at Congress. WisDOT reminds the Village that though water is carried through the storm sewer within WisDOT right of way, the majority (91.5%) of the water being carried is Village water from outside of WisDOT right of way.
4. The WisDOT drainage team mentioned that there appears to be no overland flow route after the outlet of the system and before stormwater would enter the lake. Has Williams Bay reviewed the overland flow route to determine proper storm water management after it leaves the pipe system?
5. The currently scoped project on WIS 67 is a pavement replacement project. As part of the scoped project the storm sewer system within the right of way is proposed to be replaced. As such WisDOT will be doing a review of the sizing for the system and will work in concert with Williams Bay if they wish to review updates needed on their own systems along Congress or elsewhere.

In summary WisDOT has been unable to identify any situation in which WisDOT's storm sewer system would be the driving force behind the surcharging and flooding being experienced between the outlet and the lake. As WisDOT's right of way only makes up 8.5% of the total drainage area prior to entering the Village's storm sewer on Congress, 91.5% of the stormwater is that of the Village's and as such WisDOT is not responsible for maintaining or upgrading downstream facilities. WisDOT will, as part of the proposed WIS 67 project, provide updated stormwater review data and storm sewer size changes (if warranted) to the Village of Williams Bay to aid in their review and updating of their storm sewer or drainage facilities. However at this time WisDOT cannot justify funding any improvements outside of WisDOT right of way.

Please let me know if you have any further questions or comments, or if a follow up discussion is needed.

Thank you,

Ryan Bernard, P.E.

WisDOT DTSD

SE Region Planning

Final Scoping Team – Project Manager

262-548-6471

ryan.bernard@dot.wi.gov



From: Douglas R. Snyder <dsnyder@baxterwoodman.com>

Sent: Tuesday, August 6, 2024 3:36 PM

To: Bernard, Ryan A - DOT <Ryan.Bernard@dot.wi.gov>

Cc: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>; Brett D. Biwer <BBiwer@baxterwoodman.com>; Lothspeich, David A - MUN <admin@vi.williamsbay.wi.gov>

Subject: RE: 3325-08-02/72 - STH 67 - Storm Drainage Improvements

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Ryan,

I gave you the wrong version without the storm sewer atlas. Please ignore the previous version.

Doug

From: Douglas R. Snyder

Sent: Tuesday, August 6, 2024 3:26 PM

To: ryan.bernard@dot.wi.gov

Cc: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>; Brett D. Biwer <BBiwer@baxterwoodman.com>; David Lothspeich - Administrator <admin@vi.williamsbay.wi.gov>

Subject: FW: 3325-08-02/72 - STH 67 - Storm Drainage Improvements

Hi Ryan,

See the attached. Please call with questions.

Douglas R. Snyder, P.E.
Vice President



direct: 815.444.3349 | mobile: 262.492.1462

email: dsnyder@baxterwoodman.com

www.baxterwoodman.com

256 S. Pine St., Burlington, WI 53105

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From: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>
Sent: Monday, August 5, 2024 12:08 PM
To: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Subject: RE: 3325-08-02/72 - STH 67 - Storm Sewer Discussion

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I think I see what you are after.
Would you reply to the DOT.

Best Regards,
Wayne Edwards
Director of Public Works
Village of Williams Bay

From: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Sent: Monday, August 5, 2024 11:54 AM
To: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>
Subject: RE: 3325-08-02/72 - STH 67 - Storm Sewer Discussion

Yes -- See the 4th hollow bullet on the second page of the Engineer's Report. Also attached are the 1962 plans showing the new storm sewer connecting the existing at Congress.

This all heads in the direction of John Holmes. I just want the WDOT to see what they can do. Narrowing the pavement by 6 feet will help.

Doug

From: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>
Sent: Monday, August 5, 2024 11:20 AM
To: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Subject: Fwd: 3325-08-02/72 - STH 67 - Storm Sewer Discussion

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Do you know what this is about?

Best Regards,
Wayne Edwards
Director of Public Works
Village of Williams Bay

Sent from my U.S.Cellular® Smartphone
Get [Outlook for Android](#)

From: Bernard, Ryan A - DOT <Ryan.Bernard@dot.wi.gov>
Sent: Monday, August 5, 2024 9:33:16 AM
To: Wayne Edwards <wedwards@vi.williamsbay.wi.gov>
Cc: Senz, Luke - DOT <luke.senz@dot.wi.gov>
Subject: 3325-08-02/72 - STH 67 - Storm Sewer Discussion

Wayne,

I was recently made aware that Williams Bay has some outstanding storm sewer discharge issues. Can you send along some greater details as to what those storm sewer issues might be and where along STH 67 they are present within the Village?

Soon we can look into existing issues the sooner we can determine what can be done as part of the pavement replacement.

Thank you,

Ryan Bernard, P.E.

WisDOT DTSD

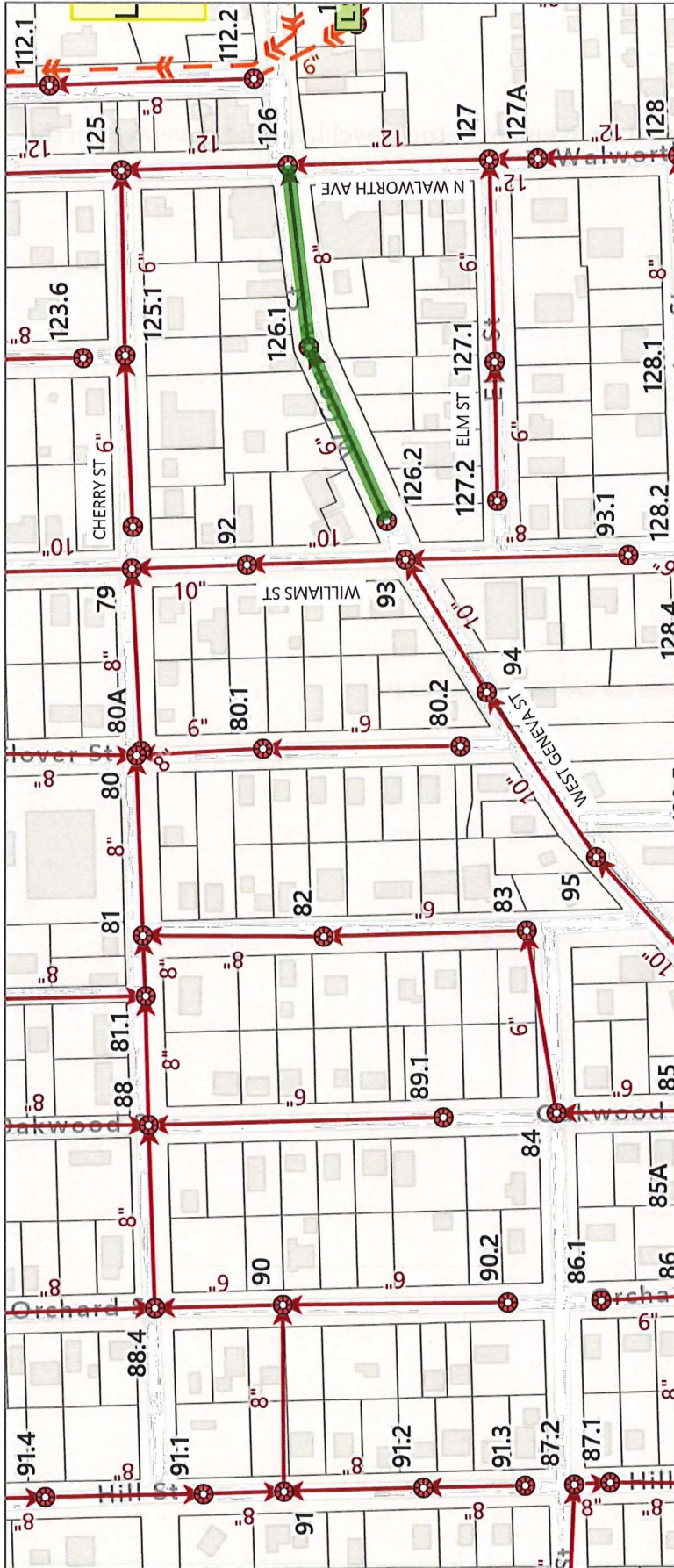
SE Region Planning

Final Scoping Team – Project Manager

262-548-6471

ryan.bernard@dot.wi.gov





REPLACE SANITARY SEWER AND RECONNECT LATERALS.

Legend

- Sewer Gravity Main
- Sewer Lateral
- Sewer Pressure Main
- Manhole
- Lift Station
- Valve



EXHIBIT A
VILLAGE OF WILLIAMS BAY

0 50' 150' 300' 500'

BAXTER & WOODMAN
Consulting Engineers



FONTANA FIRE DEPARTMENT MONTHLY REPORT – JANUARY 2025



RESPONSE DATA

INCIDENT TYPE	Total	Percent
Williams Bay	25	30%
Fontana	28	33%
Walworth Township	14	17%
Mutual Aid Responses	17	20%
Test Dispatch - No Call	3	4%

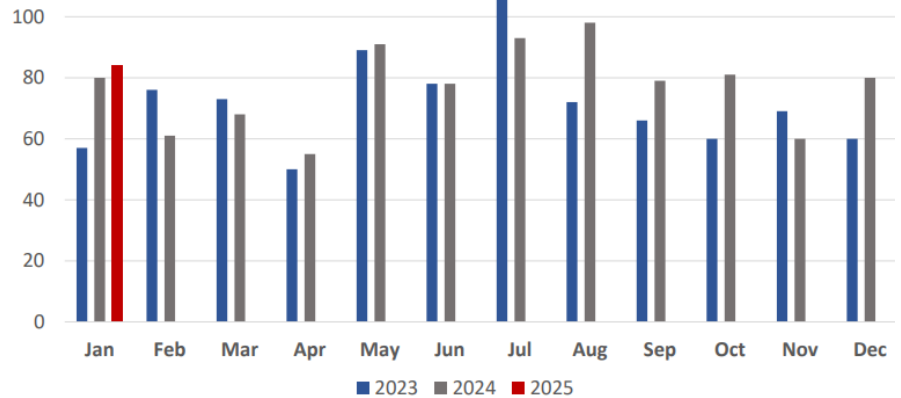
TOTAL RESPONSES 84

Response Time Report

Average Dispatched to Arrival on Scene

Williams Bay	6:33
Fontana	4:54
Walworth Township	5:09

3 YEAR TRENDS



TRAINING & CERTIFICATIONS

Captain Budill – Fire Officer I Milwaukee FD - Firefighter Rescue Presentation Hazardous Materials	Pediatric Car Seat Use Target Hazard Building Reviews Mercy EMS – Cardiac Events
--	--

PUBLIC EDUCATION & EVENTS

- STEM Exhibit – Fontana Grade School
- CPR program implementation
- Chucks Fire Party Donation presented to Friends of Fontana Fire Association

OPERATIONS

- Walworth Township Fire & EMS Service initiated Jan 1, 2025
- 2 Fire Inspections and 8 Short-time rental inspections completed
- Hebron Automatic Aid Agreement approved
- Fontana Firefighter Collective Bargaining Agreement approved
- Twin Lakes water incident
- Hiring process for two additional part-time personnel



Williams Bay Police Department Public Safety Referendum



A vote “YES” would add two full time officers, allowing the department to return to **proactive** policing practices. Focusing on enhancing safety, service and building a stronger community.

A “NO” vote or failure to pass the referendum will result in service delays and a likely **reactive** police department.



Scan here for more information

Moving forward to strengthen our community →

Your Public Safety Question:

Under state law, the increase in the levy of the Village of Williams Bay for the tax to be imposed for the next fiscal year, 2026, is limited to 0.602%, which results in a levy of \$3,814,026. Shall the Village of Williams Bay be allowed to exceed this limit and increase the levy for the next fiscal year, 2026, for the purpose of providing increased resources for the Police Department to fund additional officers and additional resources to support those officers, by a total of 10.487% which results in a levy of \$4,214,006, and on an ongoing basis, include the increase of \$399,980 for each fiscal year going forward?



Referendum Amount	\$399,980.00	
(mill rate per \$1,000)	.0002510	
	*mill rate estimate based on 2024 taxes	
Fair Market Property Value	Estimated Monthly	Estimated Yearly
\$200,000	\$4.18	\$50.20
\$300,000	\$6.28	\$75.30
\$400,000	\$8.37	\$100.40
\$500,000	\$10.46	\$125.50

In-person absentee voting at Williams Bay Village Hall – Council Room: Monday, March 24 & Wednesday, March 26 9:00am – 7:00pm, Tuesday, March 25 & Friday, March 28, 9:00am – 4:00pm or Thursday, March 27, 9:00am – 11:30am

Election Day In-Person Voting: Tuesday, April 1, 7:00am – 8:00pm
Williams Bay Lions Field House, 310 Elkhorn Rd.



306 W. State St.
Janesville, WI 53546-2556

(608) 754-6608 (800) 458-1123
fax: (608) 754-0675
www.NorthlandEquipment.com

Quote**#: 0085685****Date:** 2/12/2025**Created By:** JAY**Salesperson:** JAY**Customer #:** VOWB**Sold To:**

VILLAGE OF WILLIAMS BAY
P.O. BOX 580
230 WILLIAMS ST.
Williams Bay, WI 53191

Ship To:

VILLAGE OF WILLIAMS BAY
P.O. BOX 580
230 WILLIAMS ST.
Williams Bay, WI 53191

Confirm To: WAYNE		Customer P.O.:		Terms: Net due on receipt of goods	
Ordered	Unit	Item Number	Description	Price	Amount
1.00	EACH	/SALES UTILITY	Utility body Sales 3070	15,690.00	15,690.00
			READING CLASSIC II SERVICE BODY		
			SPACEMAKER BODY		
			MODEL - U98ASWHH WR LH-2 FF QM		
			98" LENGTH ID - 48 1/2" WIDTH ID - 77 1/2" WIDTH OD		
			40" O.A.H. - 14 1/2" COMPARTMENT DEPTH		
			COMPARTMENT DIMENSIONS:		
			C/S & R/S FRONT VERTICAL - 28" WIDTH ID - 40" HEIGHT ID - 14 1/2" DEPTH		
			C/S & R/S HORIZONTAL - 47" LENGTH ID - 18 1/2" HEIGHT ID - 14 1/2" DEPTH		
			C/S & R/S REAR VERTICAL - 23" WIDTH ID - 40" HEIGHT ID - 14 1/2" DEPTH		
			SPACEMAKER FLIP LIDS ON C/S & R/S		
			(8) TOTAL ADJUSTABLE AND REMOVABLE SHELVES		
			(2) IN EACH FRONT VERTICAL - (1) IN EACH REAR VERTICAL		
			(1) IN EACH HORIZONTAL - 16 TOTAL DIVIDERS		
			18 GA G60 SPANGLE GALVANIZED SHELVING - 250# STATIC CAPACITY		
			ENTIRE UNDERSTRUCTURE UNDERCOATED		
			12 GA 2-SIDED A-60 GLAVANNEAL STEEL TREADPLATE CARGO FLOOR		
			CLEAR UNOBSTRUCTED STORAGE SPACE - "NO WHEELBOXES"		
			DOOR CONSTRUCTION:		
			DOUBLE PANEL CONSTRUCTION - 1 1/4" THICK		
			10 GA RECESSED HEAVY DUTY HIDDEN HINGES		
			STAINLESS STEEL ROTARY PADDLE LATCHES		
			DOUBLE BITTED AUTOMOTIVE STYLE LOCK CYLINDERS		
			GAS STRUT DOOR CLOSURES ON ALL VERTICAL DOORS		
			PLATED CHAIN SUPPORTS ON HORIZONTAL DOORS		
			DUAL PRO DOOR SEALS:		
			SLAM ACTION PICK-UP STYLE TAILGATE		

Continued



306 W. State St.
Janesville, WI 53546-2556

(608) 754-6608 (800) 458-1123
fax: (608) 754-0675
www.NorthlandEquipment.com

Quote**#: 0085685**

Date: 2/12/2025

Created By: JAY

Salesperson: JAY

Customer #: VOWB

Sold To:

VILLAGE OF WILLIAMS BAY
P.O. BOX 580
230 WILLIAMS ST.
Williams Bay, WI 53191

Ship To:

VILLAGE OF WILLIAMS BAY
P.O. BOX 580
230 WILLIAMS ST.
Williams Bay, WI 53191

Confirm To: WAYNE Customer P.O.: Terms: Net due on receipt of goods

Ordered	Unit	Item Number	Description	Price	Amount
			10 GA 2-SIDED A-60 GALVANNEAL STEEL STRAIGHT POOCHED REAR BUMPER L.E.D. S/T/T & REVERSE LIGHTS IN REAR BODY PANELS UNIT PRIMED IN ACRYLIC ELECTRO-CATHODIC DIP PRIMER UNIT INTERIOR AND EXTERIOR POWDER COATED G7C- GM RED READING CAB CAB GUARD INSTALLED 2" RECEIVER - 7-PIN RV TRAILER PLUG RELOCATE OEM BACK UP CAMERA REPROGRAM OF L.E.D. LIGHTS NOT INCLUDED IF NEEDED MUST INCLUDE FUEL FILL KIT IF A BED REMOVAL ALL COMPONENTS INSTALLED AND CERTIFIED F.O.B.- JANESVILLE, WI TO REMOVE OEM PICK UP BED. INCLUDES FUEL FILL KIT ADD \$700.00		
1.00	EACH	/SALES REFLEX	Reflex Sales 3850	1,500.00	1,500.00
			REFLEX BED LINER FLOOR, WALLS, INNER TAIL GATE, FRONT OF BODY F.O.B.- JANESVILLE, WI		
1.00	EACH	/SALES PICKUP	Pickup Accessories 3400	1,385.00	1,385.00
			AMBER STROBE PACKAGE (1) MINI LIGHT BAR INSTALLED ON EITHER ON CAB ROOF OR CAB GUARD (2) FLUSH MOUNT STROBES INSTALLED ON REAR OF BODY WIRED TO OEM CAB SWITCH F.O.B.- JANESVILLE, WI		

Office: Tax Terms Time Sn Vin Parts \$'s

Close Direct-ship Deposit

Called

QUOTE VALID FOR 7 DAYS

Net Order: 18,575.00

Less Discount: 0.00

ES 41400 Freight: 0.00

WI Exemption Sales (no tax) Sales Tax: 0.00

Order Total: \$18,575.00

Less Deposit: 0.00

Order Balance: \$18,575.00

Customer Acceptance: _____ Date: _____ PO#: _____

Signature: I understand that by signing this document I am entering into an agreement with Northland Equipment Co., Inc. for the services, products, and terms stated. **Payment due** on receipt of goods unless otherwise written. A late payment charge of 1.5% on the past due balance will be assessed monthly. Credit card payments over \$3000.00 are subject to a 3% processing fee. **Returns** for stock items must be made within 5 business days of receipt. All special order items require written authorization, may be subject to restocking fees, and are at the manufacturer's discretion. **Limited Warranty:** Northland Equipment Co., Inc. will warranty all in-house workmanship for 90 days unless otherwise written. The warranty work must be completed by Northland Equipment Co., Inc. or it's assignees. All products are covered separately by the manufacturer's warranty. Northland Equipment Co., Inc. will not be liable for any other warranties, either expressed or implied, and the warranty of **MERCHANTABILITY** and the **WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** are hereby specifically waived. Under no circumstances will Northland Equipment Co., Inc. be liable for any consequential damages as a result of any defective parts, material or labor supplied by it. Any warranty by a manufacturer of the parts, materials, or devices installed by Northland Equipment Co., Inc., which is different than the warranty stated herein, will be assigned by Northland Equipment Co., Inc. to customer.

Renewal Service Agreement

DEVELOPED FOR
Wayne Edwards
Williams Bay, Village of

250 Williams St
Williams Bay, WI, 53191

1/13/2025

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.

HYDRACORP™
THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

SCOPE OF WORK3-4

PROFESSIONAL SERVICE AGREEMENT.....5-9

APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Williams Bay, Village of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Williams Bay, 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 Williams Bay, Village of and HydroCorp, you may expect completion of the following elements within a 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Residential Homes)
- Review/establish procedure for vacant homes.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish procedures including supplemental information/notification that may be requested from these types of homes in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

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

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

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

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

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

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

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

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

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

1.10. Inspection Terms. Company will perform approximately (468) initial surveys and a maximum of 478.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$71.95. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

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

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

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

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

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

1.16.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$1,404.92	\$16,859.06
2	\$1,461.12	\$17,533.42
Contract Total	\$34,392.48	

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

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2025.

Williams Bay, Village of

HydroCorp



By:

By: Paul M. Patterson

Title:

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.

Renewal Service Agreement

DEVELOPED FOR
Wayne Edwards
Williams Bay, Village of

250 Williams St
Williams Bay, WI, 53191

1/13/2025

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.

HYDRACORP™
THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

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APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Williams Bay, Village of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Williams Bay, 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 Williams Bay, Village of and HydroCorp, you may expect completion of the following elements within an 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

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

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

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

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

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

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

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

of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

- 1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.
- 1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner’s expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.
- 1.10. Inspection Terms. Company will perform approximately (60) initial surveys and a maximum of 68.00 inspections over the Renewal Term. ~~The total number of~~ inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$153.77. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.
- 1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).
- 1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.
- 1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.
- 1.16.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$427.13	\$5,125.50
2	\$444.21	\$5,330.52
Contract Total	\$10,456.02	

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

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2025.

Williams Bay, Village of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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

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

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Limited Warranty.

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

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

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

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

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

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

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

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

13. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix

Specific Qualifications & Experience

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

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

VILLAGE OF WILLIAMS BAY
Engineer's Report
February 28, 2025

STH 67 Reconstruction: East – West Section – Project No. 230260

- This is the section between Elkhorn Road and Theatre Road.
- See the separate report dated February 28, 2025.

Women's Leadership Center – Project Number 222626

- The water main is installed and operational; we will issue a punch list just before they are ready to pave the parking lot and driveway located over water main, which is planned for later in 2025. We will recommend abandonment of the easement over the former water main following approval of the new water main.
- The private lateral installed and tested; we observed the connection to the mainline sewer.
- We are expecting to see approved submittals for the fire protection and the shop drawings for the permitting of the exterior walkway.

Corrosion Control Study – Improvements to Water Plant —Project No. 211778

- The Contractor is August Winter and Sons.
- Most of the onsite work will be done between March and November of 2025 due to the lead times on the electrical equipment, which is approaching 40 weeks.
- There is an upcoming change order to reuse the existing transfer switch, for hazardous material in the window caulk, and for additional window replacement. We are still waiting for their breakdowns.

Theatre Road Restroom Remodel – Project No. 2401158

- Glen Fern Construction is the Contractor; Odling is the sitework subcontractor.
- A change order is submitted for your consideration.

Water Plant Letter Flood Map Revision (LOMR) Assistance—Project No. 2325347

- WDNR reviewed the revised SEWRPC calculations.
- SEWRPC is still preparing the LOMR for submittal to FEMA.

Street Rehabilitation Program – Project No. 2400607.00

- Rock Road is the Contractor.
- Observatory Place and Clover Street were paved and shouldered on 11/14/24.
- The plan is to begin East Geneva Street, Lakewood Trails, and the Cedar Point patches in March of 2025. The culvert crossing of Geneva Street at Menomonie will need to wait until the former Levar property develops. We were notified this week that the land has

VILLAGE OF WILLIAMS BAY
Engineer's Report
February 28, 2025

not changed ownership, but the developer may request concept plan approval and land owner approval to have the Village install the cross culvert.

- This is a line item in the bid; we will just delete the culvert if they do not move forward as they promise and the Village will pay less for the project.

Harris Road Lift Station (LS 3) Replacement – Project No. 211304

- The Contractor is Staab Construction Company.
- The building walls and roof are in place; it should be enclosed in the next two weeks.
- There is a small change order pending for the seed mixture to match the KNC prairie and for the existing force main tie-in that was not where shown; we are waiting for the breakdown from the contractor.

Well 2 Pump Replacement – Project No. 221236

- The Contractor is Water Well Solutions, Inc.
- Work includes replacement of the well pumping equipment, the electric components within the building, and the electric service to the building. The well is 293 feet deep with the lower 25 feet screened.
- The pump is ready for start-up.

Well 3 Maintenance Inspection – Project No. 2401436

- The Contractor is Water Well Solutions, Inc.
- We will forward a contract for their signature based on their earlier proposal.

Preserve Development – Former GW College – Project No. 2326581

- They just started the final development plans; they are preparing a subset for the public improvements.
- They are planning to have final development plans ready for review by the end of March.

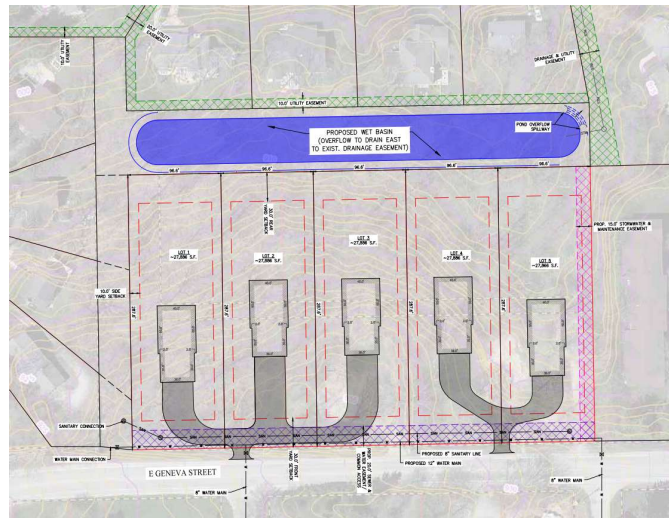
Park Place CSM – Project No. 2400339

- The developer is Jack Pease/Super-Mix Aggregates
- We reviewed a packet for PC for the CSM that included concept drawings for drainage on the lots and a water main extension on Park Place between Constance Boulevard and Dartmouth Drive.

VILLAGE OF WILLIAMS BAY
Engineer's Report
February 28, 2025

East Geneva Street Canyon Development – Former Levar – Project No. 2326015

- See the report for the Street Rehabilitation Program
- Should they not move forward in time, the Village should make them install the culvert under Geneva Street to the west ditch on Menomonee Road, to repair Geneva Street to a new condition, and not offer to participate in the cost associated with the stormwater facilities on the property.



Nomad Inc. Development on Collie Street – Project No. 2400508.00

- We furnished sanitary sewer and water system atlas information to the developer's engineer in Mid-2024.
- There is no request for our review currently.

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EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.
- 2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.
- 3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.
- 4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.
- 5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.
- 7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.
- 8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.
 - a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
 - b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
 - c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
 - d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
 - e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
 - f) A list of those serving alcoholic beverages at this event must accompany this contract.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

10) Any organization requesting use of the kitchen must contact the Lions Club at nelsonbruce@aol.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: Rena L. Monroe Organization: Wms. Bay Lioness Lions Club
Address: P.O. Box 15
Phone: 262-215-9363 Email: wmsbaylioness@gmail.com
Title of Event: WBUC Holiday Craft Market
Date(s) requested: Saturday, Aug. 30th, 2025 Is event open to public? (circle one) YES NO

Summary of Event including the approximate number of attendees:

Craft fair sales Vendor sales, mum sales, food sales
Approx 1500 attendees

Contact Information (if different than above)

Name: Rena Monroe Organization: Wms. Bay Lioness Lions Club
Address: P.O. Box 15 Wms Bay, WI 53191
Phone: 262-215-9363 Email: wmsbaylioness@gmail.com
Revised 11/21/2022 Applicant initials RM



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this _____ day of _____, 20____

Group or organization _____

Our liability insurance provided by: _____

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: _____

President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:

TWIC-

Please waive \$500.00 deposit for
use of Edgewater Park, as this is a fundraiser
for the Williams Bay Senior Tennis Club.

Thank you
for your consideration
Rene S. Monroe
WMS Bay Senior Tennis Club



705 Madison St. #101,
Lake Geneva, WI 53147
Office: (262) 203-7034

PROJECT CHANGE ORDER #1

Project:	Theatre Road Restroom Building Remodeling for the Village of Williams Bay, Walworth County, WI	Job No. <u>24-172</u> Date: <u>2/10/2025</u>
Owner:	Contractor:	Distribution:
Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	Glen Fern Construction 705 Madison Street Lake Geneva, WI	Owner _____ A/E <u>X</u> File _____ Other _____

We propose to provide for the following change(s) to our contract for the above referenced Project, with the Contract amount being adjusted by Contract Change Order by the amount(s) stated:

Accepted Change Order Requests included in Change Order #1

1	Provide Sloan Elongated ADA Pressure Assist Toilets (3)	\$	432.00
2	Provide Epoxy Flake Floor in lieu of Epoxy Floor - additional labor and material	\$	2,400.00
3			
4			
5			
6			
7			
8			
9			
10			
11			

Total Contract Adjustment for the changes. **\$ 2,832.00**

Contract Summary

Original Contract Value	\$ 216,400.00
Previous Change Orders Accepted	\$ -
Contract Value Prior to This Change	\$ 216,400.00
Current Change Order	\$ 2,832.00
Current Contract Value	\$ 219,232.00

☒ Submitted By:	Glen Fern Construction Company	By: <u>Gregory E. Odden</u> Signature	2/10/2025 Date
☒ AE Acceptance:	Baxter & Woodman	By: <u>Nancy Snyder</u> Signature	02-14-2025 Date
☒ Owner Acceptance:	Village of Williams Bay	By: _____ Signature	_____ Date



Date: February 13th, 2025

Proposal for Lion's Field Repairs and Enhancements Village of Williams Bay Recreation Department

Project Overview: This project is designed to restore damaged infrastructure and implement enhancements at Lion's Field to ensure safety and improve functionality for community sports and recreational activities. It includes repairing the fence, upgrading the dugouts, and other related improvements.

Project Details:

1. Fence Repairs: (Priority #1)

- **Contractor:** Fence Factory Family
- **Scope:** Replacement of various fence posts and rails, re-stretching, and re-tying existing fence fabric across multiple sites within the field.
- **Estimated Cost:** \$9,500.00
- **Timeline:** Start April 1st, completion within 3 weeks

2. Sideline Fence and Dugouts:

- **Contractor:** Fence Factory Family
- **Scope:** Removal and replacement of sideline fences with 7' tall, 3-rail fences and addition of new dugouts on each sideline measuring 30'L x 8'W x 6'H.
- **Estimated Cost:** \$13,500.00
- **Timeline:** Start April 1st, completion within 4 weeks

3. Field Grading:

- **Contractor:** Dean Odling (pending formal quote)
- **Scope:** Grading of the infield to outfield transition on the north field to improve drainage and playability.
- **Estimated Cost:** Up to \$6,000.00
- **Timeline:** To be scheduled upon project commencement

Village of Williams Bay
P.O. Box 580 • 250 Williams Street
Williams Bay, WI 53191
(262) 245-2700

4. Roofing for Dugouts:

- **Materials Required:**

- 180 feet of AC2 pressure treated lumber at a cost of \$180.
- 240 sq ft of metal roofing for each dugout, totaling 480 sq ft at roughly \$1.25 per sq ft, totaling \$600.
- Metal roofing fasteners estimated at \$50.

- **Total Roofing Cost:** \$830

- **Installation:** To be completed in-house by the Recreation Department or Public Works.

5. Moisture Management Materials:

- **Purpose:** To purchase moisture management materials for the North ballfield to help improve field conditions.
- **Funding:** Surplus funds of \$871.99 will be allocated for this purpose.

Funding Sources:

- **Insurance Payout:** \$15,701.99
- **2025 CIP Budget Allocation for Lion's Field Repairs:** \$15,000.00

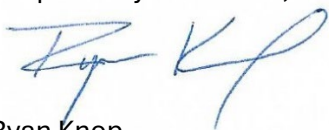
Total Project Cost: \$29,830.00 **Total Funds Available:** \$30,701.99

Budget Justification: The insurance payout and the allocated budget from the 2025 Capital Improvement Plan (CIP) will fully cover the costs of the necessary repairs and enhancements, including additional roofing for the dugouts and moisture management materials, with a surplus of \$871.99.

Approval Requested: We request approval to proceed with the outlined repairs and enhancements using the specified contractors and funding sources. Quick approval is essential to ensure that all works are completed in time for the start of the baseball and softball games scheduled for May 19th.

Next Steps: Upon approval, we will finalize contracts with Fence Factory Family and Dean Odling, purchase the required materials for the roofing and moisture management, schedule the commencement of the repairs and construction for April 1st, and monitor the project closely to ensure timely completion. Regular updates will be provided on request throughout the project duration.

Respectfully submitted,



Ryan Knop
Village of Williams Bay
Recreation Director



Fence Factory Family

12904 Jankowski Road
Woodstock
60098
8472876164
<https://www.fencefactoryfamily.com>
Info@fencefactoryfamily.com

ESTIMATE
3127

DATE
Feb 12, 2025

TOTAL
USD \$13,500.00

TO

Ryan Knop

Williams Bay, WI
53191
815-403-6840
rec@vi.williamsbay.wi.gov

DESCRIPTION	AMOUNT
Remove and Replace Sideline Fence - Williams Bay, WI	\$13,500.00
--	
Fence Factory Family will supply all materials and labor necessary to complete the following work:	
- All Posts to be Set in 12"x42" Concrete Footings	
- Replace (x2) Sideline Fences w/ 7' Tall (3-Rails)	
- Add Dug-Outs to Each Sideline Fence (Approximately 30'L 8'W 6'H 3-Rail)	
TOTAL	USD \$13,500.00

Payment Terms:
50% Down / 50% Upon Completion



Fence Factory Family

12904 Jankowski Road
Woodstock
60098
8472876164
<https://www.fencefactoryfamily.com>
Info@fencefactoryfamily.com

ESTIMATE
3126

DATE
Feb 7, 2025

TOTAL
USD \$9,500.00

TO

Ryan Knop

Williams Bay, WI
53191
815-403-6840
rec@vi.williamsbay.wi.gov

DESCRIPTION	AMOUNT
Fence Repairs - Williams Bay, WI	\$9,500.00

--
Fence Factory Family will supply all materials and labor necessary to complete the following work:

- Site #1:
- Replace (x30) Posts w/ 2-1/2" SS40
 - Replace (x2) Posts w/ 3" SS40
 - Replace (x1) Foul Post w/ 3" SS40 (Paint Yellow)
 - Replace (x2) Sticks of 1-5/8" SS40 Top Rail
 - Replace Approximately 320' of New Top Rail Cover (Yellow)
 - Re-stretch and Re-tie All Existing Fabric (Approximately 320')
 - All Posts to be Set in 12"x42" Concrete Footings

- Site #2:
- All New Loop Caps
 - Re-attach Top Rail
 - All New Ties

TOTAL	USD \$9,500.00
-------	----------------



Quote

Century Fence Company
1300 Hickory St
Pewaukee, WI 53072



Quote To:	Project Location:	Quote #: 24159
VILL. OF WILLIAMS BAY PARKS DEPT	Lions Park	Quote Date: 6/27/2024
PO BOX 580	270 Elkhorn Drive	
WILLIAMS BAY, WI 53191	Williams Bay, WI 53191	

Description

Fix Outfield Fence

- Remove 310' of 6' high, galvanized, chain link fence. Salvage chain link fabric, top rail, windscreen, and top cap, for reinstallation.

310' of 6' high, galvanized, chain link fence, with 1 5/8" top rail and bottom tension wire. Salvaged chain link fabric, top rail, windscreen, and top cap reinstalled. New 2 1/2" OD, SS40, galvanized steel pipe, line posts, spaced 10' on center, driven 4'.

- 2 - 3" OD, SS40, galvanized steel pipe, end posts, set in concrete foundations.
- 2 - 3" OD, SS40, galvanized steel pipe Foul Poles, 26' above grade, powder-coated yellow, set in concrete foundations.

Material & Labor: \$15,710.00

Add: \$1,600.00 to set all the posts in concrete foundations, in lieu of driven.

\$17310.00 Total Replacement Cost

excludes: permit, private underground utility locate, rock conditions, underground obstructions

Quote Valid For 15 days

Buyer's Signature:	Date:	Submitted by: <i>Tom Foerster</i>
Change	This quote when accepted in writing by purchaser and by Century Fence Company includes the terms and conditions set forth on www.centuryfence.com which are incorporated by reference and becomes a contract between two parties. If the project is cancelled upon agreement and special materials were purchased, the customer agrees to pay	
Acceptance:	100% of the material cost	Office: 262-956-6429
Terms of Payment: Net Cash upon receipt of invoice.		Cell: 262-993-5516
		Email: TFoerster@centuryfence.com



306 W. State St.
Janesville, WI 53546-2556

(608) 754-6608 (800) 458-1123
fax: (608) 754-0675
www.NorthlandEquipment.com

Quote**#: 0085685****Date:** 2/12/2025**Created By:** JAY**Salesperson:** JAY**Customer #:** VOWB**Sold To:**

VILLAGE OF WILLIAMS BAY
P.O. BOX 580
230 WILLIAMS ST.
Williams Bay, WI 53191

Ship To:

VILLAGE OF WILLIAMS BAY
P.O. BOX 580
230 WILLIAMS ST.
Williams Bay, WI 53191

Confirm To: WAYNE		Customer P.O.:		Terms: Net due on receipt of goods	
Ordered	Unit	Item Number	Description	Price	Amount
1.00	EACH	/SALES UTILITY	Utility body Sales 3070	15,690.00	15,690.00
			READING CLASSIC II SERVICE BODY		
			SPACEMAKER BODY		
			MODEL - U98ASWHH WR LH-2 FF QM		
			98" LENGTH ID - 48 1/2" WIDTH ID - 77 1/2" WIDTH OD		
			40" O.A.H. - 14 1/2" COMPARTMENT DEPTH		
			COMPARTMENT DIMENSIONS:		
			C/S & R/S FRONT VERTICAL - 28" WIDTH ID - 40" HEIGHT ID - 14 1/2" DEPTH		
			C/S & R/S HORIZONTAL - 47" LENGTH ID - 18 1/2" HEIGHT ID - 14 1/2" DEPTH		
			C/S & R/S REAR VERTICAL - 23" WIDTH ID - 40" HEIGHT ID - 14 1/2" DEPTH		
			SPACEMAKER FLIP LIDS ON C/S & R/S		
			(8) TOTAL ADJUSTABLE AND REMOVABLE SHELVES		
			(2) IN EACH FRONT VERTICAL - (1) IN EACH REAR VERTICAL		
			(1) IN EACH HORIZONTAL - 16 TOTAL DIVIDERS		
			18 GA G60 SPANGLE GALVANIZED SHELVING - 250# STATIC CAPACITY		
			ENTIRE UNDERSTRUCTURE UNDERCOATED		
			12 GA 2-SIDED A-60 GLAVANNEAL STEEL TREADPLATE CARGO FLOOR		
			CLEAR UNOBSTRUCTED STORAGE SPACE - "NO WHEELBOXES"		
			DOOR CONSTRUCTION:		
			DOUBLE PANEL CONSTRUCTION - 1 1/4" THICK		
			10 GA RECESSED HEAVY DUTY HIDDEN HINGES		
			STAINLESS STEEL ROTARY PADDLE LATCHES		
			DOUBLE BITTED AUTOMOTIVE STYLE LOCK CYLINDERS		
			GAS STRUT DOOR CLOSURES ON ALL VERTICAL DOORS		
			PLATED CHAIN SUPPORTS ON HORIZONTAL DOORS		
			DUAL PRO DOOR SEALS:		
			SLAM ACTION PICK-UP STYLE TAILGATE		

Continued



306 W. State St.
Janesville, WI 53546-2556

(608) 754-6608 (800) 458-1123
fax: (608) 754-0675
www.NorthlandEquipment.com

Quote

#: 0085685

Date: 2/12/2025

Created By: JAY

Salesperson: JAY

Customer #: VOWB

Sold To:

VILLAGE OF WILLIAMS BAY
P.O. BOX 580
230 WILLIAMS ST.
Williams Bay, WI 53191

Ship To:

VILLAGE OF WILLIAMS BAY
P.O. BOX 580
230 WILLIAMS ST.
Williams Bay, WI 53191

Confirm To: WAYNE Customer P.O.: Terms: Net due on receipt of goods

Ordered	Unit	Item Number	Description	Price	Amount
			10 GA 2-SIDED A-60 GALVANNEAL STEEL STRAIGHT POOCHED REAR BUMPER L.E.D. S/T/T & REVERSE LIGHTS IN REAR BODY PANELS UNIT PRIMED IN ACRYLIC ELECTRO-CATHODIC DIP PRIMER UNIT INTERIOR AND EXTERIOR POWDER COATED G7C- GM RED READING CAB CAB GUARD INSTALLED 2" RECEIVER - 7-PIN RV TRAILER PLUG RELOCATE OEM BACK UP CAMERA REPROGRAM OF L.E.D. LIGHTS NOT INCLUDED IF NEEDED MUST INCLUDE FUEL FILL KIT IF A BED REMOVAL ALL COMPONENTS INSTALLED AND CERTIFIED F.O.B.- JANESVILLE, WI TO REMOVE OEM PICK UP BED. INCLUDES FUEL FILL KIT ADD \$700.00		
1.00	EACH	/SALES REFLEX	Reflex Sales 3850	1,500.00	1,500.00
			REFLEX BED LINER FLOOR, WALLS, INNER TAIL GATE, FRONT OF BODY F.O.B.- JANESVILLE, WI		
1.00	EACH	/SALES PICKUP	Pickup Accessories 3400	1,385.00	1,385.00
			AMBER STROBE PACKAGE (1) MINI LIGHT BAR INSTALLED ON EITHER ON CAB ROOF OR CAB GUARD (2) FLUSH MOUNT STROBES INSTALLED ON REAR OF BODY WIRED TO OEM CAB SWITCH F.O.B.- JANESVILLE, WI		

Office: Tax Terms Time Sn Vin Parts \$'s

Close Direct-ship Deposit

Called

QUOTE VALID FOR 7 DAYS

Net Order: 18,575.00

Less Discount: 0.00

ES 41400 Freight: 0.00

WI Exemption Sales (no tax) Sales Tax: 0.00

Order Total: \$18,575.00

Less Deposit: 0.00

Order Balance: \$18,575.00

Customer Acceptance: _____ Date: _____ PO#: _____

Signature: I understand that by signing this document I am entering into an agreement with Northland Equipment Co., Inc. for the services, products, and terms stated. Payment due on receipt of goods unless otherwise written. A late payment charge of 1.5% on the past due balance will be assessed monthly. Credit card payments over \$3000.00 are subject to a 3% processing fee. Returns for stock items must be made within 5 business days of receipt. All special order items require written authorization, may be subject to restocking fees, and are at the manufacturer's discretion. Limited Warranty: Northland Equipment Co., Inc. will warranty all in-house workmanship for 90 days unless otherwise written. The warranty work must be completed by Northland Equipment Co., Inc. or it's assignees. All products are covered separately by the manufacturer's warranty. Northland Equipment Co., Inc. will not be liable for any other warranties, either expressed or implied, and the warranty of MERCHANTABILITY and the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE are hereby specifically waived. Under no circumstances will Northland Equipment Co., Inc. be liable for any consequential damages as a result of any defective parts, material or labor supplied by it. Any warranty by a manufacturer of the parts, materials, or devices installed by Northland Equipment Co., Inc., which is different than the warranty stated herein, will be assigned by Northland Equipment Co., Inc. to customer.

Renewal Service Agreement

DEVELOPED FOR
Wayne Edwards
Williams Bay, Village of

250 Williams St
Williams Bay, WI, 53191

1/13/2025

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.

HYDRACORP™
THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

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APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Williams Bay, Village of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Williams Bay, 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 Williams Bay, Village of and HydroCorp, you may expect completion of the following elements within a 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Residential Homes)
- Review/establish procedure for vacant homes.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish procedures including supplemental information/notification that may be requested from these types of homes in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

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

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

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

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

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

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

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

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

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

1.10. Inspection Terms. Company will perform approximately (468) initial surveys and a maximum of 478.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$71.95. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

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

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

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

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

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

1.16.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$1,404.92	\$16,859.06
2	\$1,461.12	\$17,533.42
Contract Total	\$34,392.48	

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

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2025.

Williams Bay, Village of

HydroCorp



By:

By: Paul M. Patterson

Title:

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.

Renewal Service Agreement

DEVELOPED FOR
Wayne Edwards
Williams Bay, Village of

250 Williams St
Williams Bay, WI, 53191

1/13/2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

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

HYDROCORP™
THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

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APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Williams Bay, Village of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Williams Bay, 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 Williams Bay, Village of and HydroCorp, you may expect completion of the following elements within an 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

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

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

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

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

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

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

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

of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

- 1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.
- 1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner’s expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.
- 1.10. Inspection Terms. Company will perform approximately (60) initial surveys and a maximum of 68.00 inspections over the Renewal Term. ~~The total number of inspections~~ include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$153.77. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.
- 1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).
- 1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.
- 1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.
- 1.16.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$427.13	\$5,125.50
2	\$444.21	\$5,330.52
Contract Total	\$10,456.02	

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

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2025.

Williams Bay, Village of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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

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

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Limited Warranty.

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

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

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

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

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

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

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

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

13. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix

Specific Qualifications & Experience

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

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



705 Madison St. #101,
Lake Geneva, WI 53147
Office: (262) 203-7034

PROJECT CHANGE ORDER #1

Project:	Theatre Road Restroom Building Remodeling for the Village of Williams Bay, Walworth County, WI	Job No. <u>24-172</u> Date: <u>2/10/2025</u>
Owner:	Contractor:	Distribution:
Village of Williams Bay 250 Williams Street Williams Bay, WI 53191	Glen Fern Construction 705 Madison Street Lake Geneva, WI	Owner _____ A/E <u>X</u> File _____ Other _____

We propose to provide for the following change(s) to our contract for the above referenced Project, with the Contract amount being adjusted by Contract Change Order by the amount(s) stated:

Accepted Change Order Requests included in Change Order #1

1	Provide Sloan Elongated ADA Pressure Assist Toilets (3)	\$	432.00
2	Provide Epoxy Flake Floor in lieu of Epoxy Floor - additional labor and material	\$	2,400.00
3			
4			
5			
6			
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8			
9			
10			
11			

Total Contract Adjustment for the changes. **\$ 2,832.00**

Contract Summary

Original Contract Value	\$ 216,400.00
Previous Change Orders Accepted	\$ -
Contract Value Prior to This Change	\$ 216,400.00
Current Change Order	\$ 2,832.00
Current Contract Value	\$ 219,232.00

☒ Submitted By:	Glen Fern Construction Company	By: <u>Gregory E. Odden</u> Signature	2/10/2025 Date
☒ AE Acceptance:	Baxter & Woodman	By: <u>Nancy Snyder</u> Signature	02-14-2025 Date
☒ Owner Acceptance:	Village of Williams Bay	By: _____ Signature	_____ Date



Date: February 13th, 2025

Proposal for Lion's Field Repairs and Enhancements Village of Williams Bay Recreation Department

Project Overview: This project is designed to restore damaged infrastructure and implement enhancements at Lion's Field to ensure safety and improve functionality for community sports and recreational activities. It includes repairing the fence, upgrading the dugouts, and other related improvements.

Project Details:

1. Fence Repairs: (Priority #1)

- **Contractor:** Fence Factory Family
- **Scope:** Replacement of various fence posts and rails, re-stretching, and re-tying existing fence fabric across multiple sites within the field.
- **Estimated Cost:** \$9,500.00
- **Timeline:** Start April 1st, completion within 3 weeks

2. Sideline Fence and Dugouts:

- **Contractor:** Fence Factory Family
- **Scope:** Removal and replacement of sideline fences with 7' tall, 3-rail fences and addition of new dugouts on each sideline measuring 30'L x 8'W x 6'H.
- **Estimated Cost:** \$13,500.00
- **Timeline:** Start April 1st, completion within 4 weeks

3. Field Grading:

- **Contractor:** Dean Odling (pending formal quote)
- **Scope:** Grading of the infield to outfield transition on the north field to improve drainage and playability.
- **Estimated Cost:** Up to \$6,000.00
- **Timeline:** To be scheduled upon project commencement

Village of Williams Bay
P.O. Box 580 • 250 Williams Street
Williams Bay, WI 53191
(262) 245-2700

4. Roofing for Dugouts:

- **Materials Required:**

- 180 feet of AC2 pressure treated lumber at a cost of \$180.
- 240 sq ft of metal roofing for each dugout, totaling 480 sq ft at roughly \$1.25 per sq ft, totaling \$600.
- Metal roofing fasteners estimated at \$50.

- **Total Roofing Cost:** \$830

- **Installation:** To be completed in-house by the Recreation Department or Public Works.

5. Moisture Management Materials:

- **Purpose:** To purchase moisture management materials for the North ballfield to help improve field conditions.
- **Funding:** Surplus funds of \$871.99 will be allocated for this purpose.

Funding Sources:

- **Insurance Payout:** \$15,701.99
- **2025 CIP Budget Allocation for Lion's Field Repairs:** \$15,000.00

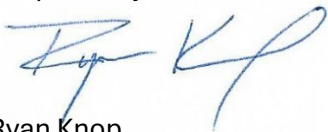
Total Project Cost: \$29,830.00 **Total Funds Available:** \$30,701.99

Budget Justification: The insurance payout and the allocated budget from the 2025 Capital Improvement Plan (CIP) will fully cover the costs of the necessary repairs and enhancements, including additional roofing for the dugouts and moisture management materials, with a surplus of \$871.99.

Approval Requested: We request approval to proceed with the outlined repairs and enhancements using the specified contractors and funding sources. Quick approval is essential to ensure that all works are completed in time for the start of the baseball and softball games scheduled for May 19th.

Next Steps: Upon approval, we will finalize contracts with Fence Factory Family and Dean Odling, purchase the required materials for the roofing and moisture management, schedule the commencement of the repairs and construction for April 1st, and monitor the project closely to ensure timely completion. Regular updates will be provided on request throughout the project duration.

Respectfully submitted,



Ryan Knop
Village of Williams Bay
Recreation Director



Fence Factory Family

12904 Jankowski Road
Woodstock
60098
8472876164
<https://www.fencefactoryfamily.com>
Info@fencefactoryfamily.com

ESTIMATE
3127

DATE
Feb 12, 2025

TOTAL
USD \$13,500.00

TO

Ryan Knop

Williams Bay, WI
53191
815-403-6840
rec@vi.williamsbay.wi.gov

DESCRIPTION	AMOUNT
Remove and Replace Sideline Fence - Williams Bay, WI	\$13,500.00
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Fence Factory Family will supply all materials and labor necessary to complete the following work:	
- All Posts to be Set in 12"x42" Concrete Footings	
- Replace (x2) Sideline Fences w/ 7' Tall (3-Rails)	
- Add Dug-Outs to Each Sideline Fence (Approximately 30'L 8'W 6'H 3-Rail)	
TOTAL	USD \$13,500.00

Payment Terms:
50% Down / 50% Upon Completion



Fence Factory Family

12904 Jankowski Road
Woodstock
60098
8472876164
<https://www.fencefactoryfamily.com>
Info@fencefactoryfamily.com

ESTIMATE
3126

DATE
Feb 7, 2025

TOTAL
USD \$9,500.00

TO

Ryan Knop

Williams Bay, WI
53191
815-403-6840
rec@vi.williamsbay.wi.gov

DESCRIPTION	AMOUNT
Fence Repairs - Williams Bay, WI	\$9,500.00

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Fence Factory Family will supply all materials and labor necessary to complete the following work:

- Site #1:
- Replace (x30) Posts w/ 2-1/2" SS40
 - Replace (x2) Posts w/ 3" SS40
 - Replace (x1) Foul Post w/ 3" SS40 (Paint Yellow)
 - Replace (x2) Sticks of 1-5/8" SS40 Top Rail
 - Replace Approximately 320' of New Top Rail Cover (Yellow)
 - Re-stretch and Re-tie All Existing Fabric (Approximately 320')
 - All Posts to be Set in 12"x42" Concrete Footings

- Site #2:
- All New Loop Caps
 - Re-attach Top Rail
 - All New Ties

TOTAL	USD \$9,500.00
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Quote

Century Fence Company
1300 Hickory St
Pewaukee, WI 53072



Quote To:	Project Location:	Quote #: 24159
VILL. OF WILLIAMS BAY PARKS DEPT	Lions Park	Quote Date: 6/27/2024
PO BOX 580	270 Elkhorn Drive	
WILLIAMS BAY, WI 53191	Williams Bay, WI 53191	

Description

Fix Outfield Fence

- Remove 310' of 6' high, galvanized, chain link fence. Salvage chain link fabric, top rail, windscreen, and top cap, for reinstallation.

310' of 6' high, galvanized, chain link fence, with 1 5/8" top rail and bottom tension wire. Salvaged chain link fabric, top rail, windscreen, and top cap reinstalled. New 2 1/2" OD, SS40, galvanized steel pipe, line posts, spaced 10' on center, driven 4'.

- 2 - 3" OD, SS40, galvanized steel pipe, end posts, set in concrete foundations.
- 2 - 3" OD, SS40, galvanized steel pipe Foul Poles, 26' above grade, powder-coated yellow, set in concrete foundations.

Material & Labor: \$15,710.00

Add: \$1,600.00 to set all the posts in concrete foundations, in lieu of driven.

\$17310.00 Total Replacement Cost

excludes: permit, private underground utility locate, rock conditions, underground obstructions

Quote Valid For 15 days

Buyer's Signature:	Date:	Submitted by: <i>Tom Foerster</i>
Change	This quote when accepted in writing by purchaser and by Century Fence Company includes the terms and conditions set forth on www.centuryfence.com which are incorporated by reference and becomes a contract between two parties. If the project is cancelled upon agreement and special materials were purchased, the customer agrees to pay	
Acceptance:	100% of the material cost	Office: 262-956-6429
Terms of Payment: Net Cash upon receipt of invoice.		Cell: 262-993-5516
		Email: TFoerster@centuryfence.com