



# AGENDA

## VILLAGE OF LITTLE CHUTE SPECIAL UTILITY COMMISSION MEETING

PLACE: Zoom Meeting  
DATE: Tuesday, December 3, 2024  
TIME: 5:00 p.m.

Join Zoom Meeting  
<https://us06web.zoom.us/j/84368800044>  
Meeting ID: 843 6880 0044

Dial by your location  
• +1 312 626 6799 US (Chicago)  
Meeting ID: 843 6880 0044

- A. Call to Order
- B. Roll Call
- C. Public Appearance for Items Not on the Agenda

- 
1. Approval of Minutes of November 19, 2024
  2. Discussion/Action —MCO 5-Year Water Contract
  3. Unfinished Business
  4. Items for Future Agenda
  5. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852  
Prepared: November 27, 2024

# MINUTES OF THE UTILITY COMMISSION MEETING OF NOVEMBER 19, 2024

## Call to Order

The Utility Commission meeting was called to order at 5:00 PM by Kevin Coffey, Chair

## Roll Call

PRESENT: Kevin Coffey, Chair  
Tom Buchholz  
Mike Vanden Berg  
Ken Verstegen  
Jessica Schultz

ALSO PRESENT: Kent Taylor, Lisa Remiker-Dewall, Beau Bernhoft, Jerry Verstegen with MCO

## Public Appearance for Items Not on the Agenda

None

## Approval of Minutes from the Utility Commission Meeting of October 15, 2024

*Moved by T. Buchholz, seconded by K. Verstegen to Approve Minutes from the Utility Commission of October 15, 2024.*

All Ayes – Motion Carried

## Discussion – Nestle Meter Update

No Action Taken

## Discussion – MCO Water Contract

Administrator Bernhoft provided an update; a final draft will be sent to legal. Special zoom meeting will be held so the contract can go to Village Board on December 4<sup>th</sup>.

## Progress Reports

## Approval of Vouchers

*Moved by T. Buchholz, seconded by J. Schultz, to Approve and Authorize payment of Vouchers and draw from the respective funds.*

All Ayes – Motion Carried

## Unfinished Business

None

## Items for Future Agendas

Special Meeting for MCO Contract

## Adjournment

*Moved by K. Coffey, seconded by K. Verstegen to Adjourn Utility Commission Meeting at 5:19 p.m.*

## VILLAGE OF LITTLE CHUTE

By: \_\_\_\_\_  
Kevin Coffey, Chair

Attest: \_\_\_\_\_  
Laurie Decker, Village Clerk

# CONTRACT

Between

Village of Little Chute

&

MIDWEST CONTRACT OPERATIONS, INC.  
Neenah, Wisconsin

Operations and Maintenance of the  
Water Treatment Facilities

for the

Village of Little Chute

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# CONTRACT

Between the

**Village of Little Chute**  
&  
**Midwest Contract Operations, Inc.**  
Neenah, Wisconsin

To Operate, Maintain & Manage the  
Water Treatment Facilities  
for the  
Village of Little Chute

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**CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Village of Little Chute, Little Chute, Wisconsin, with principal offices located at Little Chute, Wisconsin 54140 (hereafter referred to as “Owner”); and **MIDWEST CONTRACT OPERATIONS, INC.**, a Wisconsin general business corporation, formed and operating under Chapter 180, Wisconsin Statute, with its principal offices located at 101 Garfield Avenue, Menasha, Wisconsin 54952 (hereafter referred to as “MCO”).

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## PREAMBLE

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The **Owner** is the operator of a municipal water system (hereafter the “water system”).

The **Owner** and MCO desire to enter into a five (5) year contract for MCO to function as the Commission’s operator of the water system.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the **Owner** and MCO as follows:

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## I. TERM & TERMINATION

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### A. EFFECTIVE DATE

This contract shall be effective as of JANUARY 1, 2025.

### B. DURATION OF CONTRACT

This Contract shall be effective through DECEMBER 31, , 2029

### C. TERMINATION OF CONTRACT

1. Either party may terminate this Contract upon one-hundred eighty (180) days prior written notice, with or without cause.
2. The **Owner** may terminate this Contract effective forty-eight (48) hours after the **Owner** gives written or actual notice to MCO or MCO's management representative, on site, if the **Owner**, the wastewater system, or other public or private property or person suffers significant damage (defined as in excess of Fifteen Thousand & no/100 Dollars \$15,000.00) as the sole result of MCO's negligent, intentional or other breach of due performance of this Contract or tortuous conduct in carrying out this Contract.
3. In the event of termination under Subsection 1., MCO shall be obligated to continue to faithfully perform the Contract until the date the termination is effective (i.e., the one-hundred eighty (180) daytime period under C.1. above unless the parties agree to a different termination date).

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## II. SCOPE OF SERVICES

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In general, Midwest Contract Operations, Inc. (MCO) shall operate and maintain the **Owner's** water systems; manage MCO's employees in performing operations; seek to achieve compliance with environmental and other regulatory laws applicable to the systems; and report to the **Owner** regularly on the status of such activities. MCO's services are for labor only related to system operation, maintenance and management and do not include professional design or engineering services.

The policy making and governmental functions relating to the water systems shall remain fully vested with and under the exclusive control of the **Owner**. **Owner's** functions shall include, but not be limited to, making decisions regarding significant capital requirements for the systems (i.e., improvements, repairs, etc.); changes of treatment processes; enacting or recommending necessary and appropriate ordinances; approving all major contracting for services or goods; responsibility for regulations regarding environmental regulatory compliance through agencies such as the Wisconsin Department of Natural Resources (hereinafter referred to as "DNR"), United States Environmental Protection Agency (hereinafter referred to as "EPA"), or Public Services Commission of Wisconsin (hereinafter "PSCW"), funding and the like; and any other significant policy or financial decisions regarding the systems. In the event of any questions regarding possible implications or consequences of an operational decision falling under the **Owner's** policy making or governmental functions, MCO shall consult with the **Owner** with regard to actions that may be necessary under this paragraph. However, in all events, the matter shall be deemed within the oversight and policy and financial function of the **Owner** and the **Owner's** decision in the matter shall in all events be controlling.

Without limiting the generality of the foregoing, the following is a list of specific contractual services to be performed by MCO under this Contract:

1. Provide personnel with proper state certification necessary to manage the operation and maintenance of the **Owner** water system. MCO staff will also respond to emergency situations as required and participate in the WisWARN program.
2. Maintain and develop operation procedures as required by DNR, EPA, or PSCW rules and regulations **including recommended cyber security protection safeguards**.
3. Assist in the preparation of annual operation and maintenance budgets, submit and review with the **Owner** and Engineer.
4. Prepare and submit other routine, periodic reports that may be required from time to time by the DNR (excluding any engineering studies) and provide a monthly operations report to the Owner.
5. Review with the **Owner** on newly enacted DNR, EPA, or PSCW programs as to how they would apply to the **Owner**.
6. Provide training for MCO personnel in the areas of operations, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program shall be developed and implemented, and all portions of that program shall be adhered to. This safety program is for MCO personnel only and remains the sole property of MCO. The **owner** shall provide all the required safety equipment. MCO is not responsible for safety training of **Owner** employees, or safety plans and/or assessments relating to owner's buildings or structures.
7. Provide the following field service: flush system and private hydrants twice each year, exercise system and private valves, water meter testing and replacement, residential cross connection inspections per DNR schedule, system sampling and testing, provide occasional field locates, and responding to customer complaints.

8. Provide labor necessary for routine maintenance or minor modifications of the water system. Routine maintenance is defined as any maintenance that is necessary and appropriate to keep the water system functioning up to consistent, acceptable standards over the useful life of such equipment, and consists of preventive maintenance scheduling and tracking, normal corrective maintenance, and spare parts inventory and control. MCO shall provide the **Owner** with full documentation that preventive maintenance is being performed on all **Owner** owned equipment in accordance with the manufacturer's recommendations at intervals and in sufficient detail as may be determined by the **Owner**. MCO shall be responsible for maintaining the new equipment purchased by the **Owner** and assist the **Owner** in enforcing equipment warranties and guarantees.
9. Coordinate capital improvement projects with outside contractors.
10. Comply with the policies, rules, regulations, and ordinances of the Owner, particularly as they relate to the work environment.
11. Attend the Village Water Commission meetings as needed.
12. MCO will provide staff to read the radio or AMR water meters on a monthly schedule including final readings.
13. MCO will perform clear water inspections and sump pump inspections during routine meter changes at residential properties.
14. MCO will coordinate the test of all Village owned RPZ valves, each Village department will pay the direct cost for each test and repairs if needed.
15. MCO will read and assist the Village in recommendations for installation of all Village customer sewer meters. MCO will assist the Village with maintenance and testing of these meters. If MCO staff is unable to perform a test on the meters, MCO will coordinate with a third party to perform and will invoice the Sewer Utility. Any sampling of waste at the sewer manholes will be invoiced per attached Fee Schedule. Fee Schedule will be updated annually on the first of the year.
16. MCO to maintain: Standard Operation Procedure (SOP) manual for all wells, SCADA, chemical feed, treatment processes, and pumping stations. These SOP's need to be updated yearly, with a due date of the last working day of each contract year.
17. MCO to maintain: WDNr Required Emergency Response Plan (ERP). This ERP needs to be updated yearly, with a due date of the last working day of each contract year.
18. MCO will assist the Village in updating and maintaining the Water Department GIS information pertaining to all Water Department assets.

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### III. OWNER FUNCTIONS

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The **Owner** may exercise the following functions relative to the water system:



1. All policy decisions regarding the level or kind of treatment or other regulatory standards shall be reserved to the **Owner**.
2. All decisions regarding capital improvements or treatment or control strategies as they may affect the relative requirement for labor or capital, and annual budget approval.
3. Unless otherwise agreed in writing, outside services contracted for, from time to time, by the Owner, shall be supervised and controlled by the Owner and MCO's role shall be limited to providing periodic suggestions concerning future improvements in the nature or scope of the contracted services that might be beneficial to the Owner. If MCO acquires actual knowledge of a deficiency, error, or omission by the outside contractor in the performance of the contracted services, MCO agrees to bring such matters to the attention of the Owner, but shall not have any further management or supervisory functions with regard to the outside contractor, unless otherwise specifically agreed in writing by MCO
4. All policy questions regarding customer relations, including but not limited to billing or service disputes.
5. All enactment of ordinances, rules, regulations, or the like relating to the water system and any enforcement thereof.
6. All applications, operations, requests for action, hearing, modifications, or the like that may be filed with the DNR, EPA, PSCW or any other regulatory body.
7. All aspects of generating, computing, obtaining authority for, billing and collecting charges for the water system, and managing any disputes arising thereof.
8. Any intergovernmental services or agreements.
9. The determination of the budget for the water system, except that the budget must include and provide for the payment of compensation to MCO as provided herein.
10. The **Owner** may direct MCO to adjust specific strategies in response to regulatory concerns, or administrative or court order. In such events, MCO agrees to promptly follow such instructions, notwithstanding that MCO may in good faith question whether its actions are within the scope of this Contract. Such disputes, if any, shall be resolved pursuant to Section V, paragraph D, below entitled "Dispute Resolution," but such matters will not be cause for MCO to delay conducting the **Owner's** instructions. This provision acknowledges that by entering into this Contract, the **Owner** retains its obligations under its various regulatory programs. MCO hereby agrees to respond to the environmental regulatory concerns of the **Owner** in a speedy and responsive manner, and that disputes regarding compensation and scope of services be left for subsequent resolution.
11. The **Owner** shall supervise and control MCO's performance of this Contract by reviewing MCO's reports and activities and monitoring performance with such frequency and methods as the **Owner** may in its discretion determine.
12. The Owner will provide a minimum of (2) vehicles (trucks) with Village logos for MCO personal use. All MCO vehicles, including MCO's UTV, used for the work performed under

this contract will be billed at the current IRS **standard mileage** rate. This will be invoiced monthly separate from the contract invoice.

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## IV. COMPENSATION

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### A. **MCO - Compensation & Related Procedure**

In consideration of the MCO scope of services described, and in consideration of all other terms and conditions of this Contract, the **Owner** shall compensate MCO as follows:

1. At all times hereunder, MCO shall be financially responsible for all MCO direct labor costs, indirect labor costs and operational costs as set forth in Exhibit A, attached.
2. Each month, MCO shall bill the **Owner** one-twelfth (1/12) of the annual amount due MCO. The **Owner** shall make monthly payments on the first of each month for which services will be rendered.

### B. **Adjustments to MCO Compensation**

Compensation to MCO, per Exhibit A, may, at MCO's sole option, be increased annually during the term of the contract. MCO shall be permitted to adjust compensation up a minimum of 2.5% or to an amount equal to the U.S. Consumer Price Index percentage cost of living increase for all urban consumers (CPI-U) whichever is greater. However, the increase may not exceed 5.0% in any year. The category is known as "all items," utilizing the national U.S. city average. The period used for comparison will be **September** of the preceding year to **August** of the current year. The first adjustment date shall be **January 1, 2026**.

It is understood that the consumer price index shall apply to Exhibit "A" each year for Direct Labor, Indirect Labor and Operational Costs, but shall not apply to amount(s) of actual MCO liability insurance or group health premiums paid to and for the benefit of MCO by Owner, by monthly voucher system.

1. Exception – General Liability Insurance. General Liability Insurance costs of MCO will be invoiced to Owner at MCO's actual cost.
2. Exception – Group Health/Medical Insurance. Group Health/Medical Insurance will be invoiced to the Owner at MCO's blended family/single cost **obtaining annual competitive quotes**.

### C. **Owner - Payment of Owners Employees**

The **Owner** shall continue to be solely responsible and liable for the payment of all labor costs, direct and indirect, under and within its "operating budget" or as may be approved by **Owner** in excess of its operating budget as to all **Owner** employees (other than MCO

employees). Employees and other service providers of **Owner** shall not be deemed to be employees of MCO for any purpose. The parties agree that MCO is not and shall not be considered to be a joint employer of **Owner's** employees, agents, and/or workers for any purpose, including, but not limited to, any liability for direct or indirect labor costs, employee benefits, Worker's Compensation coverage or unemployment insurance for such employees and service providers of **Owner**.

#### **D. Renegotiation of Contract**

If the MCO scope of services is required to change, such change resulting from mutual agreement of the parties, or acts or deeds beyond the control of MCO, such as and without limitation include:

- (i) Acts of God, floods, unforeseen emergencies, or other events of force majeure making MCO's performance as contemplated herein impractical; or
- (ii) Agreement of both parties to expand the scope of services to be provided, or
- (iii) A significant change in the number of users of the **Owner** water system, or changes in DNR, EPA, or PSCW programs or directives, or other applicable rules and regulations, if such changes in flow, characteristics, number of users or regulations are unforeseen and substantially change the nature of operational responsibility in order to continue to operate the water system in a cost effective and environmentally sound matter.

then, MCO and the **Owner** shall either:

- 1. Immediately renegotiate the scope of services as defined, and renegotiate MCO compensation (Exhibit A) relating to such change in circumstances; or
- 2. The **Owner** and/or MCO may declare this Contract terminated in its entirety upon ninety (90) days' written notice following the event precipitating the change in contractual obligations of the **Owner** and MCO, in accordance with Section 1, paragraph C.

Nothing herein shall prevent the **Owner** and MCO from mutually agreeing in writing to amend the scope of services and compensation, or any other terms herein, for any reasons they deem appropriate.

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### **V. GENERAL PROVISION**

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#### **A. Insurance and Risk Provisions**

##### **INDEMNIFICATION**

Except as otherwise provided in this Section V, paragraph A, MCO agrees to and shall hold **Owner**, its elected and appointed officers, and employees harmless from any liability for claims or damages that the Owner becomes liable to pay for personal injury or property damage to the extent caused by the negligence of MCO. **Owner** agrees to and shall hold MCO, its officers, and employees harmless from any liability for claims or damages that MCO becomes liable to pay for personal injury or property damage to the extent caused by the negligence of **Owner**.

**Owner** acknowledges that, in seeking the services of MCO under this Agreement, **Owner** is requesting MCO to undertake uninsurable environmental and other operational obligations for **Owner's** benefit. Therefore, **Owner** agrees that, with the exception of such liability as may arise out of the negligence, willful misconduct or intentional omissions of MCO, or its officers or employees, in performing services under this Agreement, **Owner** shall indemnify, defend and hold harmless MCO, its officers, and employees from and against any and all claims, losses, damages, liabilities and cost, including but not limited to costs of defense, arising under local, state, or federal laws, including but not limited to the Solid Waste Disposal Act, Clean **Owner** acknowledges that, in seeking the services of MCO under this Agreement, **Owner** is requesting MCO to undertake uninsurable environmental and other operational obligations for **Owner's** benefit. Therefore, **Owner** agrees that, with the exception of such liability as may arise out of the negligence, willful misconduct or intentional omissions of MCO, or its officers or employees, in performing services under this Agreement, **Owner** shall indemnify, defend and hold harmless MCO, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities and costs, including but not limited to costs of defense, arising under local, state, or federal laws, including but not limited to the Solid Waste Disposal Act, Clean Water Act, Comprehensive Environmental Response, Compensation and Liability Act, or Resource Conservation and Recovery Act, or directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substances of wastes, pollutants, or contaminants of any kind whether at **Owner's** facilities or at any other location.

**Owner** agrees to indemnify, defend, and shall hold MCO, its officers, directors, employees, and agents harmless from any claims, damages, liability, or actions against MCO which are based upon or arise out of (i) MCO's status as agent for **Owner**; (ii) decisions made or actions undertaken by **Owner** as part of its governmental and policy making functions, (iii) water distribution system failure attributable to the condition of the **Owner's** water distribution system; and (iv) utility location functions performed by MCO at **Owner's** request using **Owner**-supplied tools and/or data, unless the claim or actions arise from the willful misconduct of MCO, or its officers or employees.

MCO's liability to **Owner** for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance by MCO of its obligations pursuant to this Agreement shall be limited to direct damages in an amount not to exceed the amount of collectible insurance for such damages or loss.

Where there is no collectible insurance to cover such damages, then damages shall be limited to amounts paid by **the Owner** to MCO in the three (3) months preceding the date of the loss. In no event shall MCO be liable for any loss of revenue or profits, or for any indirect, special, incidental, consequential, or punitive damages, whether arising in contract, tort or otherwise, even if the parties knew or should have known of the possibility of such damages

All obligations of **Owner** under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations set forth in Sec. 893.80 Wis. Stats. and case law, which shall be applied to both contractual and tort liability of **Owner** with respect to this Agreement, and nothing herein constitutes a waiver by **Owner** of the terms of that statute despite any provision herein to the contrary. Governmental immunities, defenses, and other statutory limitations applicable to Owner shall extend and apply to any acts or omissions of MCO while acting as an agent of Owner within the scope of this agreement.

### MCO INSURANCE

MCO currently maintains and shall continue to maintain the following insurance coverage/limits during the term of this Contract, unless otherwise approved by the **Owner**:

	<u>Occurrence/Aggregate</u>
Excess Liability	6,000,000/6,000,000
Comprehensive General Liability	1,000,000/2,000,000
Automobile Liability	1,000,000/1,000,000
Worker's Compensation/Employers Liability	Statutory

Within thirty (30) calendar days of the contract date, MCO shall furnish Owner with satisfactory proof of such insurance **which meets the League of Municipality insurance requirements for contractors**, and each policy will require a 30-day notice of cancellation to be given to Owner while this Agreement is in effect.

### OWNER INSURANCE

**Owner** shall continue to carry and provide and pay for all fire, general casualty, automobile and motorized vehicle liability, public liability, and excess liability insurance insuring **Owner's** facilities and **Owner's** employees and **Owner's** motor vehicles and **Owner's** equipment that MCO will be managing and or utilizing in the completion of the agreed scope as identified in this contract, or subsequent changes in that scope that would be agreed to by **Owner** and MCO as an amendment to the original contract.

**Owner** and MCO agree that all insurance contracts as attained by them, from time

to time, during the term of this Contract, shall contain a waiver of all rights of subrogation which the insurer or insurers under said policy or said policies might otherwise, if at all, have as against them, which subrogation rights **Owner** and MCO hereby waive as against each other.

**B. Warranties & Representations of MCO**

1. MCO hereby represents to and for the benefit of **Owner** that it has the ability to manage the **Owner** water system, as provided in the scope of services set forth in Sections II thru III, above. This representation is subject to Section IV, Subsection D, and as such, MCO's representation in the first sentence hereof is limited to the conditions existing at the time this Contract was entered into and such reasonably foreseeable conditions not calling for amendment under Section IV, Subsection D.
2. MCO represents that it will discharge all of its duties, functions and obligation under this Contract with the applicable professional standard of care and that it has the knowledge of **Owner** water system, and the requisite expertise and staff to manage the **Owner** water system in compliance with applicable environmental laws, rules, regulations and permit terms, except as otherwise expressly disclaimed in Subsection 3 below.

This representation is subject to any material changes of conditions that meet the terms of Section IV above. In the event any amendment occurs, the representations and warranties of Subsection 2 shall be deemed extended to such new MCO duties, functions, and obligations, absent an express exclusion of such matters from MCO's competence by mutual agreement. Absent such exclusion, it shall be agreed that MCO has the requisite knowledge described in the first paragraph of this Subsection 2, to operate the systems as called for by this Contract.

3. MCO expressly disclaims any warranties or representations, direct or indirect, that in performing its management services hereunder, it is guaranteeing the quality or quantity of **Owner** water system water, as distributed, or that the quality/quantity will be of a quality/quantity required to comply with any laws, rules, regulations or orders of the DNR, EPA or PSCW or any other governmental or administrative body having jurisdiction from time to time over water system plants and their operations, now or hereinafter enacted.
4. So long as MCO does not materially breach these provisions of this Contract describing MCO's duties hereunder, any fines levied or the costs of any other enforcement action taken against **Owner**, including any damages and cost attributed directly or indirectly thereto, shall be the financial responsibility of **Owner**.

**C. Confidentiality: Public Records**

In performance of the contract, MCO and its employees may come into contact with material that relates to the legal status of **Owner** or its water system, including but not limited to issues of compliance with permits or environmental laws. MCO agrees that it will keep such information confidential and not share such information with anyone other than **Owner**, including, but not limited to, other parties contracting with MCO. MCO further agrees to adhere to all instructions of **Owner** and its legal counsel regarding the handling of documents or other information that may be affected by **Owner** status as a public governmental body.

#### **D. Non-Solicitation and Non-Interference**

For the protection of MCO's business, the **Owner** agrees to each of the following separate, independent, and severable provisions:

1. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, the **Owner** shall not, and shall not allow any of its employees, agents, or elected or appointed officials to, directly or indirectly, solicit, induce, or encourage any employee or agent of MCO to leave his/her employment or work with MCO to accept employment or work with the **Owner** or with any other person, entity or municipality.
2. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, the **Owner** shall not, hire or engage, whether directly or indirectly, any current or recent past employee or agent of MCO to perform services of the type and nature that MCO provides or offers to provide in the area of water and wastewater utilities management services. For purposes of this restriction a recent past employee or agent is one who has provided services in the past six (6) months as an employee or agent of MCO.
3. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, the **Owner** shall not, directly or indirectly, individually, jointly, or on behalf of another, divert or seek to divert business, customers or employees away from MCO and/or shall not encourage, request, or advise any person or entity to withdraw, curtail, terminate, or cancel any business, prospective business, or business relationship with MCO.

#### **E. Dispute Resolution**

In an effort to resolve any conflicts that arise during the term of this contract, **Owner** and MCO agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

If the dispute cannot be settled through direct discussion, or mediation, the parties may exercise such rights or remedies as either may have under the contract documents in respect of any dispute. Any action of a legal nature that requires a hearing or action by a court of law shall be filed with the Outagamie County Circuit Court.

#### **F. Miscellaneous**

1. **Force Majeure** - Either party may be relieved from performance of this Contract in the event of causes beyond the party's practical control, including, among others, injunction, strike, riot, invasion, fire, freezing, flood, explosion, breakdown, act of God, or the public enemy, or the like.
2. **Construction** - The headings to the sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of such provisions. All questions of construction, interpretations, performance, breach, or enforcement of this Contract shall be determined in accordance with the laws, both statutory and common, of the State of Wisconsin.
3. **Assignment** - Neither this contract, nor any right under it, is assignable, whether by operation of law or otherwise, by any party, without the prior written consent of the other parties hereto.
4. **Waiver of Breach** - The failure of any party to require performance by the other party of any provision of this Contract shall not affect the right of such party to require future performance of the provision, and any waiver by any party of any breach of any provision of or delay in the exercise of any right under this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provisions, a waiver of the provision itself or a waiver of any right under this Contract.
5. **Entire Contract: Amendments** - This Contract constitutes the entire Contract and understanding between the parties relative to the subject matter hereof and merges all prior discussions and agreements between them relating thereto. This Contract cancels and supersedes all previous agreements and understanding, if any, whether written or verbal, between **Owner** and MCO, relating to the subject matter hereof. For purposes of this paragraph, "the subject matter hereof" means the operation or management of the **Owner** water system.

This Contract may not be changed, amended, modified, or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this agreement signed by all parties.

6. **Severability** - If any covenant, condition or provision of this Contract is held to



be invalid or unenforceable by reason of any statute, rules or public policy, all other covenants, conditions or provisions of this Contract shall nevertheless remain in full force and effect as if this Contract had been executed with the invalid or unenforceable portion thereof eliminated, and no covenant, condition or provision shall be deemed dependent upon the other covenant, condition or provisions unless so expressed.

7. **Notices** - Except as otherwise specifically provided herein, any notice hereunder shall be deemed sufficiently given by one party to the other if it (1) is in writing; and (2) delivered or rendered either in person or by depositing it in the United States mail in a sealed envelope with postage and postage charges prepaid, addressed as follows:

If to Little Chute: Village of Little Chute  
Attn: Village Administrator  
108 W. Main Street  
Little Chute, WI 54140

If to MCO: Mr. Jerry Verstegen  
P.O. Box 50  
Little Chute, WI 54140

Any party may change its address by giving notice of such change to the others in the manner aforesaid. All such notices should be effective when delivered in person or when mailed.

8. **Code Reference** - All references to statutes and the Wisconsin Administrative Code are intended to refer to such materials as amended are renumbered from time to time, and to include new provisions that refer or relate to the same subject matter.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized offices, have executed this Contract as of the date first above written.

**Village of Little Chute:**

**Approved:**

By: \_\_\_\_\_  
Village President

\_\_\_\_\_  
Attorney

By: \_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Midwest Contract Operations, Inc.  
Neenah, Wisconsin**

| \_\_\_\_\_  
Verstegen,  
Vice President

\_\_\_\_\_  
Paul Much  
President

\_\_\_\_\_  
Date

**Exhibit "A"**

**2025 MIDWEST CONTRACT OPERATIONS, INC. (MCO)  
PROFORMA OPERATING BUDGET  
For The Operation and Management of  
Village of Little Chute  
Water System**

**2025**

Base Contract	\$390,832.04	
Health Insurance	\$97,730.88	
Liability Insurance	\$4,473.96	
<b>TOTAL 2025 BUDGET</b>	<b>\$493,036.89</b>	<b>2.91% Increase</b>

**2026**

Base Contract	\$427,510.25	
Health Insurance	\$102,769.79	
Liability Insurance	\$5,397.58	
<b>TOTAL 2025 BUDGET</b>	<b>\$535,677.62</b>	<b>8.65% Increase</b>

**2027**

Base Contract	\$457,587.53	
Health Insurance	\$115,106.65	
Liability Insurance	\$5,930.11	
<b>TOTAL 2025 BUDGET</b>	<b>\$578,624.30</b>	<b>8.02% Increase</b>

**2028 and 2029**

Based on contract language herein



Midwest Contract Operations

**FEE SCHEDULE - as of 09/12/2024**

LABORATORY FEES		RATE PER SAMPLE
961	BOD	\$25.00
962	TSS	\$15.00
963	NH3	\$18.00
964	Total Phosphorus	\$21.00
965	Ortho Phosphorus	\$17.00
966	COD	\$26.75
967	Ph	\$8.00
968	Volatile Acids	\$15.00
969	%TS, %TVS	\$18.00
970	Chlorine, Total	\$12.00
971	Chlorine, Residual	\$12.00
972	Dissolved Oxygen	\$6.50
973	30-minute settling	\$5.50
974	Fecal Coliform	\$38.00
	E.	
975	Coli	\$38.00
976	E. Coli Weekly - 12/1 to 03/31	\$85.00