



AGENDA

REGULAR BOARD MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, December 4, 2024
TIME: 6:00 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/89155337602>

Meeting ID: 891 5533 7602

Dial by your location: +1 312 626 6799 US (Chicago)

REGULAR ORDER OF BUSINESS

- A. Invocation
- B. Pledge of Allegiance to the Flag
- C. Roll call of Trustees
- D. Roll call of Officers and Department Heads
- E. Public Appearance for Items Not on the Agenda
- F. Other Informational Items: None

G. Consent Agenda

Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items may be removed at the request of any Board Member or member of the public. Any removed items will be considered immediately following the motion to approve the other items.

- 1. Disbursement List
- 2. Approval of the Minutes of November 20, 2024

H. Action/Discussion—MCO 5-year Water Contract

I. Department and Officer Progress Reports

J. Call for Unfinished Business

K. Items for Future Agenda

L. Closed Session:

19.85(1)(c) Consideration of Employment, Promotion, or Performance Evaluation Data of any Public Employee of the Village of Little Chute. *Personnel Reviews*

M. Return to Open Session

N. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852, [email: Laurie@littlechutewi.org](mailto:Laurie@littlechutewi.org) Prepared: November 27, 2024

Disbursement List - December 4, 2024

Payroll & Payroll Liabilities - November 21, 2024	\$195,968.85
Prepaid Invoices - November 15, 2024	\$7,708.19
Prepaid Invoices - November 22, 2024	\$8,588.45

CURRENT ITEMS

Bills List - December 4, 2024	\$65,239.92
Total Payroll, Prepaid & Invoices	\$277,505.41

The above payments are recommended for approval:

Rejected: _____

Approved: December 4, 2024

Michael R Vanden Berg, Village President

Laurie Decker, Clerk

Report Criteria:

Invoice Detail.Voided = {} FALSE

Invoice	Description	Total Cost	Period	GL Account
A.P. PLUMBING LLC				
9715	1ST FLOOR WOMENS TOILET REPAIR	247.98	11/24	101-51650-242
Total A.P. PLUMBING LLC:		247.98		
ACE HARDWARE LITTLE CHUTE				
286845	MOUSE TRAP	11.00	11/24	101-53310-218
286860	REFILL STRP WHT MED FOAM	4.59	11/24	101-52200-218
286918	BOLTS & FASTENERS	41.90	11/24	101-52200-218
286937	CLEANING SUPPLIES	8.59	11/24	101-52200-218
286956	VELCRO	12.99	11/24	101-52200-218
Total ACE HARDWARE LITTLE CHUTE:		79.07		
AGAPE				
54563	REFUND SECURITY DEPOSIT	300.00	11/24	208-21235
Total AGAPE:		300.00		
ARROW AUDIO INC				
24741	BOARDROOM PROJECTOR & MONITOR REPLACE	12,291.06	11/24	101-51650-306
Total ARROW AUDIO INC:		12,291.06		
AUTOMATED COMFORT CONTROLS				
37075	PREVENTATIVE MAINTENANCE AT THE SAFETY C	66.85	11/24	207-52120-243
37075	PREVENTATIVE MAINTENANCE AT THE SAFETY C	30.00	11/24	101-52250-243
37083	PREVENTATIVE MAINTENANCE PERFORMED AT	315.35	11/24	101-53310-243
Total AUTOMATED COMFORT CONTROLS:		412.20		
AUTOMOTIVE SUPPLY CO				
241586	#7 CORE RETURNED	54.00-	11/24	101-53330-225
61005453	#1 AIR FILTER	51.85	11/24	101-53330-225
61005503	#7 OIL FILTER	40.26	11/24	101-53330-225
61005543	GREAES GUN TIP	39.95	11/24	101-53330-218
Total AUTOMOTIVE SUPPLY CO:		78.06		
BREHMER, BETTY				
54740	REFUND SECURITY DEPOSIT	300.00	11/24	206-21235
54740	FORFEIT LATE KEY PICK UP	200.00-	11/24	206-38211
Total BREHMER, BETTY:		100.00		
CHARTER COMMUNICATIONS				
152837701111424	NOV/DEC SERVICE	219.99	11/24	207-52120-203
152871901111424	NOV/DEC SERVICE	139.20	11/24	207-52120-203
Total CHARTER COMMUNICATIONS:		359.19		
CINTAS				
4210966229	UNIFORM PREP	12.66	11/24	101-53330-213
4210966229	MATS & TOWELS	33.03	11/24	101-53330-218

Invoice	Description	Total Cost	Period	GL Account
4211516284	UNIFORM PREP	12.66	11/24	101-53330-213
4211516284	MATS & TOWELS	33.03	11/24	101-53330-218
4212398167	UNIFORM PREP	12.66	11/24	101-53330-213
4212398167	MATS & TOWELS	33.03	11/24	101-53330-218
Total CINTAS:		137.07		
COMMERCIAL RECREATION SPECIALISTS				
26601	REPAIR BROKEN SWINGS	1,297.82	11/24	101-55200-242
Total COMMERCIAL RECREATION SPECIALISTS:		1,297.82		
DEAN ENTERPRISES LLC				
D164938	PORTABLE TOILET - ISLAND TRAIL	416.30	11/24	101-55200-204
D164939	PORTABLE TOILET - HEESAKKER	208.15	11/24	101-55200-204
Total DEAN ENTERPRISES LLC:		624.45		
DEFENSE TECHNOLOGY LLC				
I016-000027497	IMPACT MUNITIONS - UEBELHER, N	350.00	11/24	207-52120-201
Total DEFENSE TECHNOLOGY LLC:		350.00		
ELMSTAR ELECTRICAL CORP				
1536101	TRAFFIC SIGNAL REPLACEMENT - DAMAGED	5,889.45	11/24	101-53300-218
Total ELMSTAR ELECTRICAL CORP:		5,889.45		
FARRELL EQUIPMENT & SUPPLY CO INC				
189896	SAFETY GLASSES	20.97	11/24	101-53300-213
189896	SAFETY GLASSES	20.97	11/24	101-53310-213
189896	SAFETY GLASSES	20.97	11/24	101-53330-213
189896	SAFETY GLASSES	20.97	11/24	101-53460-218
189896	SAFETY GLASSES	20.97	11/24	201-53620-218
189896	SAFETY GLASSES	20.97	11/24	101-53350-213
189896	SAFETY GLASSES	20.97	11/24	101-55200-213
189896	SAFETY GLASSES	20.97	11/24	101-55440-218
189896	SAFETY GLASSES	20.97	11/24	610-53612-213
189896	SAFETY GLASSES	20.97	11/24	620-53644-218
189896	SAFETY GLASSES	20.97	11/24	630-53441-218
189896	SAFETY GLASSES	20.97	11/24	630-53442-213
Total FARRELL EQUIPMENT & SUPPLY CO INC:		251.64		
FINGER PUBLISHING INC				
BE250787	PH 609 MAIN ST	46.98	11/24	101-51440-227
BE252333	SIDEWALK SNOW AD	94.00	11/24	101-53350-227
Total FINGER PUBLISHING INC:		140.98		
GERARDEN, SARAH				
54757	REFUND SECURITY DEPOSIT	300.00	11/24	206-21235
Total GERARDEN, SARAH:		300.00		
HEID MUSIC				
3762226	MUSIC	272.00	11/24	101-55480-218

Invoice	Description	Total Cost	Period	GL Account
Total HEID MUSIC:		272.00		
HYDROCLEAN EQUIPMENT				
28317 PRESSURE WATER REPAIRS		175.04	11/24	101-53310-204
Total HYDROCLEAN EQUIPMENT:		175.04		
INGRAM LIBRARY SERVICES				
84833665 BOOKS		31.60	11/24	206-55110-206
Total INGRAM LIBRARY SERVICES:		31.60		
K-9 SERVICES				
H11112024 K-9 CERTIFICATION		350.00	11/24	207-52120-236
Total K-9 SERVICES:		350.00		
KEITH PETERSEN PLUMBING INC				
24110 MECHANICAL SHED PLUMBING UPGRADE		366.75	11/24	420-57620-274
Total KEITH PETERSEN PLUMBING INC:		366.75		
KERRY'S VROOM SERVICE INC				
10433 OIL CHANGE #123		57.73	11/24	207-52120-247
10435 REPAIRS #111		420.90	11/24	207-52120-247
10437 REPAIRS #181		184.93	11/24	207-52120-247
Total KERRY'S VROOM SERVICE INC:		663.56		
LAPPEN SECURITY PRODUCTS INC				
LSPQ51692 POOL SECURITY CAMERA BACK UP POWER		332.14	11/24	204-55420-221
Total LAPPEN SECURITY PRODUCTS INC:		332.14		
LO, ALICIA				
54605 REFUND SECURITY DEPOSIT		300.00	11/24	206-21235
Total LO, ALICIA:		300.00		
LYONS, KRIS				
EXPRPT110224 APWA FALL CONFERENCE		93.13	11/24	101-51415-201
Total LYONS, KRIS:		93.13		
MENARDS - APPLETON EAST				
66457 POSTS & WIRE - HOV TREE REIMBURSEMENT		742.53	11/24	101-55440-215
66795 SNOW & ICE SUPPLIES		330.64	11/24	101-53350-218
66961 SUPPLIES		109.24	11/24	101-52200-218
Total MENARDS - APPLETON EAST:		1,182.41		
MGD INDUSTRIAL CORP				
231480 SHOP SUPPLIES		138.59	11/24	101-53330-218
231480 MISC PARTS #7 & #81		3.72	11/24	101-53330-225

Invoice	Description	Total Cost	Period	GL Account
Total MGD INDUSTRIAL CORP:		142.31		
MISSION TRUCK EQUIPMENT LLC 62283 #3631 PIN		34.00	11/24	101-53330-225
Total MISSION TRUCK EQUIPMENT LLC:		34.00		
NASSCO INC				
6491194 45 GAL LINER, TOWEL, BATH TISSUE		571.33	11/24	206-55110-244
6491194 45 GAL LINER, TOWEL, BATH TISSUE		394.63	11/24	101-51650-244
6491194 45 GAL LINER, TOWEL, BATH TISSUE		187.65	11/24	207-52120-244
6491194 45 GAL LINER, TOWEL, BATH TISSUE		62.50	11/24	101-52250-244
Total NASSCO INC:		1,216.11		
NFPA				
2024 MEMBERSHIP RENEWAL - NECHODOM		225.00	11/24	101-52200-208
Total NFPA:		225.00		
O'REILLY AUTOMOTIVE INC				
2043-475311 SUPPLIES FOR WELDING HELMET		9.99	11/24	101-53330-218
2043-475390 #260 ENGINE OIL		34.46	11/24	101-53330-225
2043-475588 #98 GREASE WHEEL SEALS		18.72	11/24	101-53330-225
2043-475923 #29 DETAILING CLEANER		21.98	11/24	101-53330-225
2043-476411 #15 BRINE SPRAYER PART		13.59	11/24	101-53330-225
2043-476420 #15 BRINE SPRAYER PART		11.04	11/24	101-53330-225
Total O'REILLY AUTOMOTIVE INC:		109.78		
OUTAGAMIE COUNTY				
1021266 CTH "OO" AND FRENCH INTERSECTION		3,172.32	11/24	452-51231-263
Total OUTAGAMIE COUNTY:		3,172.32		
PEPSI-COLA				
67476007 BEVERAGES		430.50	11/24	101-52200-211
Total PEPSI-COLA:		430.50		
PRIMADATA LLC				
DECEMBER 2024 POSTCARD POSTAGE		350.00	12/24	201-53620-226
DECEMBER 2024 POSTCARD POSTAGE		350.00	12/24	610-53613-226
DECEMBER 2024 POSTCARD POSTAGE		350.00	12/24	620-53904-226
DECEMBER 2024 POSTCARD POSTAGE		350.00	12/24	630-53443-226
Total PRIMADATA LLC:		1,400.00		
R.N.O.W. INC				
2024-72835 #6 GRABBER ASSEMBLY		423.10	11/24	101-53330-225
Total R.N.O.W. INC:		423.10		
RAY O'HERRON				
2363394 RAIL MOUNT LAUNCH, ROGERS SUPER STOC		111.80	11/24	207-52120-223

Invoice	Description	Total Cost	Period	GL Account
Total RAY O'HERRON:		111.80		
RESQ ENVIRONMENTS LLC				
51 RESCUE TASK FORCE GO BAG ONLY		480.00	11/24	101-52200-213
51 RTF GO BAG W/COMPLETE TRAUMA BUNDLES		6,000.00	11/24	101-52200-213
Total RESQ ENVIRONMENTS LLC:		6,480.00		
RIVERSIDE BY REYNEBEAU FLORAL				
260 FLORAL ARRANGEMENT- GRADY, S		68.50	11/24	207-52120-218
Total RIVERSIDE BY REYNEBEAU FLORAL:		68.50		
SIGNCOUNTRY				
21189 QR CODE OVERLAY DECALS		262.00	11/24	101-52200-207
21206 BADGE & HELMET DECALS		551.00	11/24	101-52200-207
Total SIGNCOUNTRY:		813.00		
STAPLES ADVANTAGE				
6017544173 OFFICE SUPPLIES		95.80	11/24	207-52120-206
Total STAPLES ADVANTAGE:		95.80		
STONERIDGE LITTLE CHUTE LLC #384				
22066281533 FOOD		310.20	11/24	101-52200-211
23041811637 FOOD		120.58	11/24	101-52200-211
Total STONERIDGE LITTLE CHUTE LLC #384:		430.78		
SWINKLES TRUCKING & EXCAVATING CORP				
63679 TOPSOIL		30.42	11/24	101-55200-218
63679 TOPSOIL		30.42	11/24	101-53300-216
63679 TOPSOIL		30.41	11/24	620-53644-251
Total SWINKLES TRUCKING & EXCAVATING CORP:		91.25		
TAPCO				
I791638 REPAIR TRAFFIC SIGNALS ELM&FREEDOM, NOR		1,866.50	11/24	101-53300-204
Total TAPCO:		1,866.50		
THORNE, LISA				
54603 REFUND SECURITY DEPOSIT		300.00	11/24	208-21235
Total THORNE, LISA:		300.00		
TITLETOWN DRONES LLC				
24854 DRONE TRAINING - WERY		223.95	11/24	207-52120-201
Total TITLETOWN DRONES LLC:		223.95		
TRIUMPH TIRES				
467436 TIRE #98 & MISC PARTS #18 & #98		260.00	11/24	101-53330-225
467436 SPARE TIRE		95.00	11/24	101-53330-218
467445 #155 STEER TIRE REPLACEMENT		208.00	11/24	101-53330-225

Invoice	Description	Total Cost	Period	GL Account
467457	#6 DRIVER TIRES	1,865.00	11/24	101-53330-225
Total TRIUMPH TIRES:		2,428.00		
UNITED RAYNOR				
25886	OVERHEAD DOOR REPAIR	314.00	11/24	101-53310-204
Total UNITED RAYNOR:		314.00		
US POSTMASTER				
WINTER 2024	WINTER NEWSLETTER	627.68	11/24	101-51960-227
Total US POSTMASTER:		627.68		
VALLEY LIQUOR				
163851	BEVERAGES AND SUPPLIES	188.94	11/24	101-52200-211
Total VALLEY LIQUOR:		188.94		
VAN ERT ELECTRIC CO INC				
1-029375	VILLAGE HALL CAMERAS AND CONDUIT	7,681.63	11/24	101-51650-306
Total VAN ERT ELECTRIC CO INC:		7,681.63		
VERMEER WISCONSIN				
30114565	#98 BRAKE	596.22	11/24	101-53330-225
Total VERMEER WISCONSIN:		596.22		
VILLAGE OF COMBINED LOCKS				
202412	PROPERTY STORAGE AREA LEASE	790.67	12/24	207-52120-204
Total VILLAGE OF COMBINED LOCKS:		790.67		
VILLAGE OF LITTLE CHUTE				
NOVEMBER 2024	SAFETY CENTER	339.62	11/24	207-52120-249
NOVEMBER 2024	SAFETY CENTER	84.91	11/24	101-52250-249
NOVEMBER 2024	VILLAGE HALL	161.38	11/24	101-51650-249
NOVEMBER 2024	CIVIC CENTER	350.29	11/24	206-55110-249
NOVEMBER 2024	DOYLE PARK DPI RESTROOMS	962.47	11/24	101-55200-249
NOVEMBER 2024	HERITAGE PARK	10.90	11/24	101-55200-249
NOVEMBER 2024	LEGION PARK SPRINKLER	410.24	11/24	101-55200-249
NOVEMBER 2024	LEGION PARK RESTROOMS	541.88	11/24	101-55200-249
NOVEMBER 2024	VAN LEISHOUT PARK	443.48	11/24	101-55200-249
NOVEMBER 2024	VAN LIESHOUT PARK CONCESSION	10.97	11/24	101-55200-249
NOVEMBER 2024	1509 E LINCOLN - ICE RINK	34.48	11/24	101-55200-249
NOVEMBER 2024	HEESAKKER PARK - BUBBLER	115.30	11/24	101-55200-249
NOVEMBER 2024	HEESAKKER PARK RESTROOMS	159.04	11/24	101-55200-249
NOVEMBER 2024	801 MILLER LN - MILLER TOT LOT	4.49	11/24	101-55200-249
NOVEMBER 2024	HIETPAS ST - JAYCEE TOT LOT	5.32	11/24	101-55200-249
NOVEMBER 2024	1601 GRANT ST - KINLEY TOT LOT	4.49	11/24	101-55200-249
NOVEMBER 2024	900 HARVEST TRIAL - CREEKVIEW TOT LOT	64.95	11/24	101-55200-249
NOVEMBER 2024	W GREENFIELD DR - VAN ZEELAND TOT LOT	7.79	11/24	101-55200-249
NOVEMBER 2024	DOYLE SHELTER	11.51	11/24	101-55200-249
NOVEMBER 2024	DOYLE PARK POOL/RESTROOMS	190.71	11/24	204-55420-249
NOVEMBER 2024	DOYLE PARK POOL/RESTROOMS	190.71	11/24	204-55420-249
NOVEMBER 2024	DOYLE PARK POOL	112.18	11/24	204-55420-249

Invoice	Description	Total Cost	Period	GL Account
NOVEMBER 2024	PUMP STATION JEFFERSON ST	36.82	11/24	620-53624-249
NOVEMBER 2024	DOYLE PARK WELL #1	15.05	11/24	620-53624-249
NOVEMBER 2024	#3 WELL WASHINGTON ST	12.38	11/24	620-53624-249
NOVEMBER 2024	715 DEPOT ST	42.08	11/24	418-57800-204
NOVEMBER 2024	719 DEPOT ST	8.25	11/24	418-51225-249
NOVEMBER 2024	723 DEPOT ST	8.25	11/24	418-51225-249
NOVEMBER 2024	625 E EVERGREEN DR	152.32	11/24	620-53624-249
NOVEMBER 2024	1200 STEPHEN ST - WATER TOWER	29.70	11/24	620-53624-249
NOVEMBER 2024	1401 E ELM DR VILLAGE GARAGE	910.00	11/24	101-53310-249
NOVEMBER 2024	721 W ELM - REC CENTER	26.46	11/24	208-52900-249
NOVEMBER 2024	MISC PARKING LOTS OWNED BY VLC	202.95	11/24	101-53300-248
NOVEMBER 2024	3609 FREEDOM RD-WATER/SEWER	18.15	11/24	630-53441-249
Total VILLAGE OF LITTLE CHUTE:		5,679.52		
VINTON CONSTRUCTION CO				
	24083.X2 SPLASH PAD SHED FLASHING INSTALLED	250.00	11/24	420-57620-274
Total VINTON CONSTRUCTION CO:		250.00		
VON BRIESEN & ROPER S.C.				
	475568 GENERAL LABOR	207.00	11/24	101-51110-262
	475595 FVMPD	552.00	11/24	207-52120-262
Total VON BRIESEN & ROPER S.C.:		759.00		
WOICEK, MATTHEW				
	EXPRPT110224 APWA FALL CONFERENCE	184.26	11/24	101-51415-201
Total WOICEK, MATTHEW:		184.26		
ZUEGE-HALVORSEN, THERESA				
	1011 REAL COLORS INSTRUCTIONS	450.00	11/24	101-51400-204
	2011 REAL COLORS BOOKLETS & MILEAGE	1,029.70	11/24	101-51400-204
Total ZUEGE-HALVORSEN, THERESA:		1,479.70		
Grand Totals:		65,239.92		

Report GL Period Summary

Vendor number hash: 252880
 Vendor number hash - split: 423146
 Total number of invoices: 85
 Total number of transactions: 145

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	65,239.92	65,239.92
Grand Totals:	65,239.92	65,239.92

Terms Description	Invoice Amount	Net Invoice Amount
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Report Criteria:Invoice Detail.Voided = {=} FALSE

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2024 UTILITY REFUNDS (5485)							
1-703000-05	Invoi	OVRPYMT - 3670 CHERRYVALE L3	39.03	Open	Non	11/24	001-15000
1-703110-07	Invoi	OVRPYMT - 3645 CHERRYVALE J4	33.44	Open	Non	11/24	001-15000
Total 2024 UTILITY REFUNDS (5485):							
			72.47				
AMERICAN FIDELITY ASSURANCE (4885)							
2463551	Invoi	FLEX	2,107.33	Open	Non	11/24	101-21368
Total AMERICAN FIDELITY ASSURANCE (4885):							
			2,107.33				
AT&T LONG DISTANCE (2751)							
8456268571024	Invoi	SEPT/OCT CHARGES	.82	Open	Non	11/24	101-51650-203
8456268571024	Invoi	SEPT/OCT CHARGES	3.46	Open	Non	11/24	206-55110-203
8456268571024	Invoi	SEPT/OCT CHARGES	1.77	Open	Non	11/24	207-52120-203
8456268571024	Invoi	SEPT/OCT CHARGES	.74	Open	Non	11/24	620-53924-203
Total AT&T LONG DISTANCE (2751):							
			6.79				
CHARTER COMMUNICATIONS (89)							
160871108024	Invoi	NOV/DEC SERVICE	164.88	Open	Non	11/24	101-51650-203
Total CHARTER COMMUNICATIONS (89):							
			164.88				
KWIK TRIP INC (2365)							
2867681024	Invoi	FUEL	3,426.10	Open	Non	11/24	207-52120-247
Total KWIK TRIP INC (2365):							
			3,426.10				
MARCO INC (3910)							
37783547	Invoi	COPIER @ MSB BUILDING	58.62	Open	Non	11/24	101-53310-207
37783547	Invoi	1ST FLOOR COPIER @ VH	110.27	Open	Non	11/24	101-51650-207
37783547	Invoi	2ND FLOOR COPIER @ VH	90.26	Open	Non	11/24	101-51650-207
37783547	Invoi	3RD FLOOR COPIER @ VH	53.76	Open	Non	11/24	101-51650-207
Total MARCO INC (3910):							
			312.91				
THEDACARE (1983)							
121005551024	Invoi	BLOOD DRAWS - OCTOBER	297.50	Open	Med	11/24	207-52120-204
Total THEDACARE (1983):							
			297.50				
T-MOBILE (5286)							
9950559581024	Invoi	PHONE & MOBILE INTERNET	1,320.21	Open	Non	11/24	207-52120-203
Total T-MOBILE (5286):							
			1,320.21				
Grand Totals:							
			7,708.19				

Report GL Period Summary

Vendor number hash:	32239
Vendor number hash - split:	52222
Total number of invoices:	9
Total number of transactions:	15

Terms Description	Invoice Amount	Net Invoice Amount
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Terms Description	Invoice Amount	Net Invoice Amount
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Open Terms	7,708.19	7,708.19
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Grand Totals:	7,708.19	7,708.19
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Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2024 UTILITY REFUNDS (5485)							
1-160370-10	Invoi	OVRPYMT - 409 PARK AVE	24.49	Open	Non	11/24	001-15000
1-160370-10	Adju	OVRPYMT - 409 PARK AVE	24.49-	Open	Non	11/24	001-15000
1-160370-10	Invoi	OVRPYMT - 409 PARK AVE	24.49	Open	Non	11/24	001-15000
Total 2024 UTILITY REFUNDS (5485):			24.49				
AT& T (409)							
92078873811124	Invoi	OCT/NOV SERVICES	17.58	Open	Non	11/24	207-52120-203
92078873811124	Invoi	OCT/NOV SERVICES	52.73	Open	Non	11/24	101-53310-203
92078873811124	Invoi	OCT/NOV SERVICES	17.58	Open	Non	11/24	204-55420-203
92078873811124	Invoi	OCT/NOV SERVICES	17.58	Open	Non	11/24	101-53310-203
92078873811124	Invoi	OCT/NOV SERVICES	70.31	Open	Non	11/24	620-53924-203
92078873811124	Invoi	OCT/NOV SERVICES	52.72	Open	Non	11/24	206-55110-203
92078873811124	Invoi	OCT/NOV SERVICES	52.72	Open	Non	11/24	101-53310-203
Total AT& T (409):			281.22				
CELLCOM (4683)							
15061	Invoi	ENGINEERING	237.09	Open	Non	11/24	101-51415-203
15061	Invoi	DPW	252.52	Open	Non	11/24	101-53310-203
15061	Invoi	PARKS	139.60	Open	Non	11/24	101-55200-203
15061	Invoi	REC	80.10	Open	Non	11/24	101-55300-203
15061	Invoi	FACILITIES	33.33	Open	Non	11/24	101-51650-203
15061	Invoi	INSPECTOR PHONE CHARGES	33.33	Open	Non	11/24	101-52050-203
15061	Invoi	COMMUNITY DEVELOPER PHONE CHARGES	29.78	Open	Non	11/24	101-51530-203
15061	Invoi	ADMINISTRATION PHONE CHARGES	33.33	Open	Non	11/24	101-51400-203
15061	Invoi	STORM I-PADS	23.59	Open	Non	11/24	630-53442-218
15061	Invoi	STREETS I-PADS	47.18	Open	Non	11/24	101-53300-218
15061	Invoi	VEHICLE MAINTENANCE I-PADS	23.59	Open	Non	11/24	101-53330-218
15061	Invoi	SANITARY SEWER I-PAD	23.59	Open	Non	11/24	610-53612-218
Total CELLCOM (4683):			957.03				
CHARTER COMMUNICATIONS (89)							
566381124	Invoi	NOV/DEC SERVICE	12.27	Open	Non	11/24	101-52200-204
Total CHARTER COMMUNICATIONS (89):			12.27				
DELTA DENTAL OF WISCONSIN (33)							
2249836	Invoi	DENTAL - DECEMBER	6,369.85	Open	Non	11/24	101-21345
2249836	Invoi	VISION - DECEMBER	462.54	Open	Non	11/24	101-21366
Total DELTA DENTAL OF WISCONSIN (33):			6,832.39				
GORDON FLESCH COMPANY INC (4989)							
I00969508	Invoi	GFC LEASING CANON	180.29	Open	Non	11/24	206-55110-209
Total GORDON FLESCH COMPANY INC (4989):			180.29				
SCHWAAB INC (1925)							
4638742	Invoi	REDUCE AMT OF SALES TAX ON DATE STAMP & I	6.74-	Open	Non	11/24	101-51650-206
Total SCHWAAB INC (1925):			6.74-				
THE SPRINKLER CO INC (2246)							
98284	Invoi	HERITAGE PARK REPAIRS FOR WINTERIZATION	307.50	Open	Non	11/24	101-52200-204

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
		Total THE SPRINKLER CO INC (2246):	307.50				
		Grand Totals:	8,588.45				

Report GL Period Summary

Vendor number hash: 19859
Vendor number hash - split: 84829
Total number of invoices: 8
Total number of transactions: 28

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	8,588.45	8,588.45
Grand Totals:	8,588.45	8,588.45

MINUTES OF THE REGULAR BOARD MEETING OF NOVEMBER 20, 2024

Call to Order: President Vanden Berg called the Regular Board Meeting to Order at 6:00 p.m.

Pledge Allegiance to the Flag

President Vanden Berg led members in the reciting of the Pledge of Allegiance.

Roll call of Trustees

PRESENT: Michael Vanden Berg, President
Joe Harlow, Trustee
David Peterson, Trustee
Don Van Deurzen, Trustee
Larry Van Lankvelt, Trustee
Brian Van Lankveldt, Trustee
Rosie Sprangers, Trustee

Roll call of Officers and Department Heads

PRESENT: Beau Bernhoft, Administrator
John McDonald, Director of Parks, Rec and Forestry
Kent Taylor, Director of Public Works
Lisa Remiker-DeWall, Finance Director
Fox Valley Metro Police Chief Meister
Matthew Woicek, Assistant Director of Public Works
Megan Kloeckner, Library Director
Tyler Claringbole, Village Attorney

EXCUSED: Jessica Titel, Community Development Director
Megan Kloeckner, Library Director
Tyler Claringbole, Village Attorney

Public Appearance for Items Not on the Agenda

None

Consent Agenda

Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items may be removed at the request of any Board Member or member of the public. Any removed items will be considered immediately following the motion to approve the other items.

1. Disbursement List
2. Approval of the Minutes of November 6, 2024
3. Approval of 2025 Budget/Committee Schedule

Moved by Trustee L. Van Lankvelt, seconded by Trustee B. Van Lankveldt to Approve the Consent Agenda as presented.

Ayes 7, Nays 0 – Motion Carried

Discussion/Action– 2025 Budget Adjustments

Director Remiker-DeWall presented budget adjustments and was available for questions.

Moved by Trustee Harlow, seconded by Trustee Peterson to approve the Budget Adjustments

Roll Call Vote

Mike Vanden Berg	Aye
Larry Van Lankvelt	Aye
Don Van Deurzen	Aye

Dave Peterson	Aye
Rosie Sprangers	Aye
Joe Harlow	Aye
Brian Van Lankveldt	Aye

Ayes 7, Nays 0 – Motion Carried

Action/Discussion – Fire Department Great Wisconsin Cheese Festival Grant

The Great Wisconsin Cheese Festival awarded the Little Chute Fire Department \$5,629 for the purchase of protective gear in the event of an active shooter incident.

Moved by Trustee B. Van Lankveldt, seconded by Trustee Peterson to approve the Budget Adjustment

Roll Call Vote

Mike Vanden Berg	Aye
Larry Van Lankveldt	Aye
Don Van Deurzen	Aye
Dave Peterson	Aye
Rosie Sprangers	Aye
Joe Harlow	Abstain
Brian Van Lankveldt	Aye

Ayes 6, Nays 0 (Harlow Abstain) – Motion Carried

Discussion – WisDot Municipal Utility Agreement

Matt Woicek, Assistant Public Works Director, provided an overview of the agreement. Due time sensitivity of the project and preventing delays the agreement was previously authorized by President Vanden Berg.

Discussion/Action – Utility Commission Appointment

Reappointment of Tom Buchholz for five-year term.

Moved by Trustee B. Van Lankveldt, seconded by Trustee L. Van Lankveldt to approve appointment.

Ayes 7, Nays 0 – Motion Carried

Department and Officer Reports

Department Heads and Officers provided progress reports to the Board.

Call for Unfinished Business

None

Items for Future Agenda

None

Adjournment

Moved by Trustee Van Deurzen, seconded by Trustee Peterson to Adjourn the Regular Board meeting at 6:09 p.m.

Ayes 7, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By: _____
Michael R. Vanden Berg, Village President

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

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").

PREAMBLE

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:

I. TERM & TERMINATION

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).

II. SCOPE OF SERVICES

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.

III. OWNER FUNCTIONS

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.

IV. COMPENSATION

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.

V. GENERAL PROVISION

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 Water Act. **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 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 and 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:

By: _____
Village President

Approved:

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
TOTAL 2025 BUDGET	\$493,036.89 2.91% Increase

2026

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

2027

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

2028 and 2029

Based on contract language herein



FEE SCHEDULE - as of 09/12/2024

Midwest Contract Operations

	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 E.	\$38.00
975	Coli	\$38.00
976	E. Coli Weekly - 12/1 to 03/31	\$85.00