

PUBLIC NOTICE OF MEETING
Town of Neenah, Winnebago County, Wisconsin

[Section 19.84 Notice]

Governmental Body: Storm Water Utility District (Town Board)
Date of Meeting: Monday November 28, 2022
Time of Meeting: Following the 7:00 p.m. Town Board Meeting
Location of Meeting: 1600 Breezewood Lane, Neenah WI 54956

The meeting will also be offered virtually via ZOOM.

Meeting ID : 861 3231 5109 Passcode: 015083 Phone (312) 626-6799

Zoom: <https://us02web.zoom.us/j/86132315109?pwd=dmQ4dUUwZUZFWliczduV1dwamY1dz09>

1. CALL TO ORDER
2. DISCUSSION / ACTION
 - a. Approve Agreement with Midwest Contract Operations Inc (MCO) for Storm Water Utility District locate services, cost = \$990.00 annually.
 - b. Review Draft Letter and process for Stormwater Pond Post Construction Compliance/ Audit Program.
3. UNFINISHED BUSINESS
4. NEW BUSINESS
5. FUTURE AGENDA TOPICS AND MEETINGS
 - a. Next Stormwater Utility District Meeting Thursday February 9, 2022 at 8:00 a.m.
6. ADJOURN

Closed Session Contemplated: No



Ellen Skerke, Administrator-Clerk-Treasurer
November 23, 2022

Upon request, reasonable auxiliary aids and services will be provided for disabled individuals. If accommodations are required, please provide adequate advance notice to Town Clerk at 725-0916.

A quorum of Town of Neenah Board, Committees, and Sanitary Commissions may attend, but no official action will be taken by them.

Notice was posted on November 23, 2022 at www.townofneenah.com and at the posting board located at the Town of Neenah Municipal Building, 1600 Breezewood Lane.



Midwest Contract Operations, Inc.

AGREEMENT

For Professional Services

Town of Neenah Storm Water Utility District
1600 Breezewood Lane
Neenah, WI 54956

Date: November 14, 2022

MCO. No. _____

PROJECT DESCRIPTION: Perform utility locates for the Town of Neenah Storm Water Utility District from 1/1/23 through 12/31/23

SCOPE OF SERVICES: Perform locates for related storm water assets per Digger's Hotline requests. Locates will be performed based upon the asset information provided within the District's GIS program.

SPECIAL TERMS (Refer Also to General Terms & Conditions - Attached)

Town of Neenah Storm Water Utility District (Owner) agrees that the Project Approach, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of Midwest Contract Operations, Inc.

COMPENSATION (Does Not Include Permit Or Approval Fees)

- Rates Per Attached Fee Schedule
- Lump Sum: **\$990 Annually / Single annual payment**
- Other: _____

COMPLETION SCHEDULE: Starting 1/1/23 and continuing through 12/31/23

ACCEPTANCE:

The General Terms & Conditions and The Scope Of Services (Defined In The Above Agreement) Are Accepted, and MIDWEST CONTRACT OPERATIONS, INC. Is Hereby Authorized to Proceed with The Services.

- This Agreement Confirms Our Written Proposal, Dated: _____
- This Agreement Confirms Our Verbal Estimate Given On: _____

The Agreement Fee Is Firm for Acceptance Within Sixty (60) Days From Date Of This Agreement.

OWNER:

By: _____

Title: _____

Date: _____

MIDWEST CONTRACT OPERATIONS, INC.

By:
Rob Franck

Title: Vice President

Date: November 11, 2022

Project Manager: Rob Franck

Please Return One Copy for Our Records
P.O. BOX 50, Little Chute, WI 54140
(920)751-4299 / (920)751-4767 – FAX



Midwest Contract Operations, Inc.

MIDWEST CONTRACT OPERATIONS, INC. GENERAL TERMS & CONDITIONS

1. Midwest Contract Operations (MCO) will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, MCO may, after giving forty-eight (48) hours notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. Owner shall be liable to reimburse MCO for all expenses and costs reasonably incurred to collect, or attempt to collect, any past due amounts, including but not limited to collection agency fees and actual reasonable attorney fees.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. As the project progresses, facts uncovered may reveal a change in direction, which may alter the scope. MCO will promptly inform the Owner in writing of such situations so that changes in this agreement can be negotiated as required.
3. In the event the client or MCO makes a claim or brings an action against the other for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the defendant in defense of such claim or action. Additionally, Owner agrees to make no such claim against MCO for punitive, incidental, or consequential damages, including but not limited to any claim for damage to property, loss of use, loss of time, lost profits or revenue, lost business or opportunity, and in no event shall MCO be liable for any such damage.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above which results in additional costs beyond those outlined may require re-negotiation of this agreement.
5. Reimbursable expenses incurred by MCO in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%.
6. The proposal fee is firm for acceptance within sixty (60) days from the date of the proposal.

7. MCO will maintain insurance coverage in the following amounts:

Worker's Compensation		Statutory
General Liability		
Bodily Injury	- Property Damage Per Incident	\$1,000,000
	- Annual Aggregate	\$2,000,000
Automobile Liability		
Bodily Injury		\$1,000,000
Property Damage		\$1,000,000
Umbrella / Excess Liability		\$6,000,000

If the Owner requires coverage's or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner.

8. When MCO, subsequent to execution of an agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
9. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project. All unresolved claims, disputes and other matters in question between the Owner and MCO shall be submitted to mediation prior to the initiation of any litigation.
10. This Agreement shall be governed by the laws of the State of Wisconsin. Legal proceedings to enforce this Agreement, or pertaining to any claim arising from or related to this Agreement, including any claim commenced by Owner, shall be venued in the Circuit Court of Outagamie County, Wisconsin; and Owner hereby waives any objection to such jurisdiction and venue. MCO shall be entitled to recover all of its expenses in enforcing this Agreement, including but not limited to actual, reasonable attorney fees. Owner waives any right to a jury trial.
11. Termination of this agreement by the Owner or MCO shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the agreements entered into between MCO and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, MCO may, upon seven (7) days written notice suspend its services without further obligation or liability to the Owner unless, within such seven (7) day period the Owner remedies such violation to the reasonable satisfaction of MCO.
12. MCO will provide all services in accordance with generally accepted business practices, and MCO will not provide or offer to provide services inconsistent with or contrary to such practices. MCO does not make any warranty or guarantee, expressed or implied, and hereby disclaims any and all implied warranties.
13. MCO will not make any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MCO will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
14. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to MCO's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order or other similar instrument, it is understood and agreed that MCO shall indicate the purchase order number on the invoices sent to the Owner.
15. The Owner agrees to hold harmless and indemnify MCO from any and all claims, damages and/or liability (including attorney fees and legal costs) when MCO is the contract agent of the Owner to prepare safety manuals and/or safety programs and/or conduct safety training. This condition shall apply to all third party claims for property damage and/or personal injury arising from the use of or participation in manuals, safety programs and/or safety training.