

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

Board of Public Works: X (Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736)

Will be held on **Monday, June 24, 2024 at 5:30 PM** in the City Hall **Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If you are a board member and unable to attend the meeting, please notify the Engineering Dept. by calling 726-2736.

1. Approve the minutes of the June 10, 2024 Board of Public Works meeting. (*Attachment*)
2. Consider SEH Contract for LSL Program 2025 Application. Make recommendation to Common Council. (*Attachment*)
3. Consider Lead Service Line Program Reimbursement Resolution. Make recommendation to Common Council. (*Attachment*)
4. Consider VMC Contract for Water Tower Antenna Services and Antenna Application Escrow Funds Update. Make recommendation to Common Council. (*Attachment*)
5. Adjournment.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION

I hereby certify that a copy of this Notice was emailed to the Chippewa Herald, posted on the 1st floor of City Hall, and on the outside City Hall Bulletin Board on Friday, June 21, 2024 at 9:00 AM by Leanne Rogge.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES**

MONDAY, JUNE 10TH, 2024 – 5:30 PM

The Board of Public Works met in City Hall on June 10th, 2024, at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, and Alderman Jason Hiess. Absent was Finance Manager Lynne Bauer. Also attending was City Engineer Bill McElroy, Holly Hakes, Lee Hakes, and John Monarski.

1. **Motion** by Hubbard, **seconded** by Hiess to approve the minutes of the May 13th, 2024, Board of Public Works meeting. **All present voting aye. MOTION CARRIED**

2. Public Works Director Cesafsky gave the background on the non-conforming driveway for Hakes Wellness Solutions at 200 North Rural Street. This item was recommended by Council to be brought back to the Board of Public Works for further discussion due to concerns about setting a precedence of leaving non-conforming driveways in place that were installed without a permit. Owner Holly Hakes was present and apologized for the situation. She said that she had ordered the driveway to be replaced after having a surplus in budget and without thinking about the permitting process. Hiess noted the importance of not setting the precedence of granting the driveway to remain in place. Cesafsky explained that the Public Works Department regularly gets complaints about non-conforming parking throughout the City and states this as a one of the reasons to adhere to the ordinance. Vehicles are not allowed to park within the right-of-way, driveways are not allowed without a designated parking spot behind the right-of-way and this driveway if left in place, would be permitting both. Mayor Hoffman mentioned that parking in this way occurs all over the City on a regular basis and thought that the driveway should remain in place and it would be a waste to remove.
Motion by Cesafsky, **seconded** by Hiess to recommend that portions of the concrete driveway be removed to allow a sidewalk to remain in place down to the street and adjacent to the street as shown in Item 2 exhibits. **Hubbard and Hoffman voting Aye. Hiess and Cesafsky voting No. MOTION FAILED.**

3. Steve Schulz at 222 Well Street is petitioning the Board of Public works to remove sidewalk along Well Street being his other sidewalk got approved for removal with the 2024 Street Projects on Warren Street. Mayor Hoffman brought up the comprehensive plan and that he has received feedback at meetings about the need for more sidewalks in the City. Hiess brought up concerns about removing the sidewalk and the City being able to install it back in the future. The concern was addressed by City Engineer Bill McElroy who stated that the sidewalk could be reinstalled but when sidewalk is removed Engineering often grades the driveway from the property line to the street with no sidewalk section. If sidewalk is installed in the future the driveway would also need to be replaced at that time.
Motion by Hiess, **seconded** by Hubbard to approve the removal of sidewalk on Well Street for the property owner at 222 Well Street **Hubbard, Hoffman, and Hiess voting Aye. Cesafsky voting No. MOTION CARRIED.**

4. STH 124 State/Municipal Financial Agreement Update was provided by Cesafsky. Cesafsky stated that as the project design gets closer to completion the numbers are changing slightly with quantities getting more accurate. This project is on the capital

improvement plan and once final numbers are completed it will be reviewed by Committee 1.

Motion by Hoffman, **seconded** by Hiess to recommend Common Council approve and sign the Revision 3 of State/Municipal Financial Agreements for Projects 8610-08-03/23/73 and 8610-02-04/24/74 **All present voting Aye MOTION CARRIED.**

5. Director of Public Works Cesafsky gave the background on the Compliance Maintenance Annual Report noting that the report showed good results and we are looking to submit the report and resolution to the DNR.

Motion by Hubbard, **seconded** by Hoffman to recommend that the Common Council accept the report and adopt the Compliance Maintenance Resolution documenting the review of the CMAR and 3.75 GPA Score. **All present voting aye. MOTION CARRIED.**

6. Director of Public Works Cesafsky provided an update on the status of sidewalk on Bridge Street. He noted that after inspection from City Engineer McElroy there are areas in front of the Post Office and Mason Shoe that should be fixed by the property owners. Engineering will send out walk orders to notify the property owners of the bad walk and give them 20 days to repair the sidewalk. Cesafsky has a meeting on the 17th with Safe Step, a company that specializes in sidewalk repair for busy areas. Safe Step has done work for the City on Bridge Street in the past. With the Bridge Street area being so large, Engineering thinks it will be best to perform a large sidewalk project in the year of 2025 as opposed to using the Engineering Departments 2024 concrete quotes to issue sidewalk orders along Bridge Street. The 2024 pricing does not have a large quantity of remove and replace work and is therefore costlier than a sidewalk project would be. The engineering department will report back with a plan and process to address the Bridge Street area and will discuss sidewalk criteria with the Board of Public Works. In the meantime, the Engineering Department will respond to formal sidewalk complaints and will issue sidewalk orders to owners to get them repaired.

7. Adjournment

Motion by Hubbard, **seconded** by Hiess to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:25 PM.

Brandon Cesafsky
Secretary, Board of Public Works

Item 2

Chippewa Falls

2/28/2024 Working DRAFT

SFY 2024 Safe Drinking Water Lead Service Line (SDW-LSL) Loan

	SDW-LSL - BIL Eligible Costs (4783-04)		Ineligible Costs	NOTES
	Total	Private Side		
Force Account Prelim Eng, Dsgn, Specs, CM	-	-	-	
Interim Financing Interim Financing - Interest Expenses	-	-	-	
Planning & Design SEH - SDW Application - Project # 173703	6,000		6,000	
	6,000	-	6,000	
Land or Easement Acquisition n/a				
Construction Management / Engineering SEH - SDW Administration - Project # 173703	22,000		22,000	
	22,000	-	22,000	
Construction / Equipment LSL Replacements - Private (270)	1,215,000	1,215,000		\$4,500 per replacement
	1,215,000	1,215,000	-	
Change Orders				
Contingency Contingency	121,500	121,500	-	WDNR allows 10% contingency pre-bid 5% contingency post bid
	121,500	121,500	-	
Miscellaneous Legal Services (Opinion on Land Ownership, Easements, Recording Fees)	7,500		7,500	ballpark estimate for budget purposes
Financial Advisor (Utility rate review & PSC approval of new utility loan creation)	20,000		20,000	ballpark estimate for budget purposes
Other	27,500	-	27,500	
Closing Costs Bond Counsel	12,000		12,000	ballpark estimate for budget purposes
Other	12,000	-	12,000	
TOTAL SDW Loan Request	1,404,000	1,336,500	67,500	

Principal Forgiveness (PF) Award - Private Side (Construction + Contingency) Award from SFY2024 Final Funding List	75%	\$ 1,002,375
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Chippewa Falls

SFY 2025 Safe Drinking Water Lead Service Line (SDW-LSL) Loan (4783-05)

5/28/2024

WORKING LOAN AMOUNT						
	Total	SDW-LSL PF Eligible Costs	SDW-LSL Loan Only Eligible Costs	Ineligible Costs	NOTES	
Force Account						
n/a						
Subtotal						
Interim Financing						
n/a						
Subtotal						
Prelim Engineering						
SEH - SDW App - Project #	\$ 9,000		\$ 9,000		<i>If replacements will be completed through a municipal bid</i>	
SEH - Design & Bidding Services - Project #			\$ -			
Subtotal	\$ 9,000	\$ -	\$ 9,000	\$ -		
Land or Easement Acquisition						
n/a						
Subtotal						
Engineering / Construction Management						
SEH - SDW App - Project #	\$ 38,000		\$ 38,000		<i>If replacements will be completed through a municipal bid</i>	
SEH - Construction Services - Project #						
Subtotal	\$ 38,000	\$ -	\$ 38,000	\$ -		
Construction / Equipment						
		Quantity				
LSL Replacements - Private	TOTAL	200	\$ 900,000		<i>\$4,500 per replcmnt Engineer's Estimate from ITA</i>	
i) Replacements completed through RFQ		200	\$ 900,000			
LSL Replacements - Public Side	TOTAL	100		\$ 450,000	<i>Engineer's Estimate from ITA</i>	
i) Replacements completed through City bid		100	\$ 450,000			
Other Costs						
Water Filtration Pitchers <i>(WDNR req'd for 6-mo following LSL replacement)</i>		300	\$ 15,000	\$ 10,000	\$ 5,000	<i>Water Filtration Pitchers - \$50 per (half of properties are both public and private replacements)</i>
Inventory Work / Equipment Purchase						
Subtotal	300	\$ 1,365,000	\$ 910,000	\$ 455,000	\$ -	
Change Orders						
Subtotal						
Contingency						
Contingency	\$ 136,500	\$ 91,000	\$ 45,500		10% Contingency Pre-Bid	
Subtotal	\$ 136,500	\$ 91,000	\$ 45,500	\$ -		
Miscellaneous Costs						
Bid ad and posting	\$ 500		\$ 500		<i>Ballpark Estimate for Budgeting Purposes</i>	
Legal Services - Mandatory Replcmt & Loan Ordinances	\$ 1,500		\$ 1,500			
Subtotal	\$ 2,000	\$ -	\$ 2,000	\$ -		
Closing Costs						
Financial Advisor					<i>Ballpark Estimate for Budgeting Purposes</i>	
Bond Counsel	\$ 20,000		\$ 20,000			
Subtotal	\$ 20,000	\$ -	\$ 20,000	\$ -		
TOTAL SDW-LSL Loan Request	\$ 1,570,500	\$ 1,001,000	\$ 569,500	\$ -		

0.25% for 10-year SDW-LSL loan term (4/1/2024 rate)

* Disadvantaged Community

** Rate established at time of loan closing

Estimate of PF <i>Determined by WDNR on SDWLP Funding List</i>	0%	\$ -
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Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls (“Client”), and Short Elliott Hendrickson Inc. (“Consultant”), effective October 23, 2013, this Supplemental Letter Agreement dated June 18, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: SFY25 SDW-LSL Application / Administration.

Client’s Authorized Representative: Matthew Boos

Address: 30 W Central St, Chippewa Falls, Wisconsin 54729, United States

Telephone: 7157206981 **email:** mboos@chippewafalls-wi.gov

Project Manager: Brea Grace

Address: 10 North Bridge Street, Chippewa Falls, Wisconsin 54729

Telephone: 608.977.0002 **email:** bgrace@sehinc.com

Project Understanding:

Consultant understands that the Client would like to apply to the Wisconsin Department of Natural Resources (WDNR) Safe Drinking Water – Lead Service Line (SDW-LSL) Program in SFY2025 to assist with financing lead service line replacements. Consultant will provide SDW-LSL application and administration related services for the SFY2025 LSL replacement project.

Scope: The Services to be provided by Consultant:

Task 1: SFY2025 SDW-LSL Loan Application

1. Work with Client to determine the scope of the project for submittal to the WDNR – Lead Service Line Replacements loan application.
2. Assemble required documentation. Consultant will work with the Client Staff, Financial Advisor, Bond Counsel, Engineer, Attorney, and other professionals as required to assemble required documentation for the SDW-LSL application.
3. Draft resolution and work with Client on adoption of required Reimbursement Resolution.
4. Complete the Financial Assistance Application and submit to the WDNR through the electronic filing system.
5. Coordinate with Client and submit necessary financial documentation.
6. Coordinate with WDNR SDW-LSL program requirements.
7. Submit required documentation for Disadvantaged Business Enterprise (DBE), Build America, Buy America (BABA) and Green Project Reserve certification.

Task 2: SFY2025 SDW-LSL Loan Administration and Implementation Process

1. As needed to comply with WDNR requirements, assist City with development of a mandatory LSL replacement ordinance.
2. As needed to comply with WDNR requirements, assist City with development and implementation of a municipal loan program to fund property owners’ costs of private LSL replacement.
 - a. Prepare a draft ordinance for review by City Attorney and adoption by Common Council.
 - b. Prepare sample access agreements for review by City Attorney.
 - c. Prepare sample municipal loan program document for review by City Attorney and approval by Common Council.
3. As needed to comply with WDNR requirements, assist City with creation of a Pre-Qualified List of Plumbers/Contractors
 - a. Develop a Request for Qualifications (RFQ) and advertisement for plumbers/contractors.

- b. Assist City with review of Contractor Qualifications submittals and create list for use by private property owners.
- 4. Assist with compilation of bid documents for Client let LSL replacement project.
- 5. Loan Closing. Coordination of loan closing between the Client, WDNR and Department of Administration (DOA), including review and finalization of the Financial Assistance Agreement (FAA).
- 6. General Administration. Set up a complete set of file folders and project documentation files that meet WDNR requirements.
 - a. Equal Opportunity and Procurement Requirements.
 - i. Compliance with MBE/WBE requirements.
 - ii. Compliance with Executive Order 11246, 11914 and 11250 and the Age Discrimination Act (P.L. 94-135).
 - b. BABA compliance.
 - c. Drug-Free Workplace Act compliance (P.L. 100-690).
 - d. Assist in reviewing Central Contractor Registration requirements.
 - e. Lobbying restrictions compliance (Section 319 (P.L. 101-121)).
 - f. Labor Standards.
 - i. Insert Davis Bacon Wage Rates compliance requirements in RFQ and bid documents.
 - ii. Review payrolls on a weekly basis or as necessary during the Client let project and document payroll violations. Work with contractor to correct wage underpayments (if applicable).
 - g. Federal Equivalency Compliance. This project is deemed to be a Federal Equivalency Project. This designation includes additional effort throughout the project to meet the requirements, including those listed below.
 - i. Federal Single Audit Act, CFR 200 Subpart F. Audits and Audit costs are the responsibility of the Client.
 - ii. NEPA-like Environmental Review (National Environmental Policy Act). Note that the State Environmental Review Process (SERP) conducts a NEPA-like Environmental Review that is applied to all projects receiving SRF funding.
 - iii. Equal Employment Opportunity, Executive Order 11246.
 - iv. Debarment and Suspension, Executive Order 12549.
 - v. Demonstration Cities and Metropolitan Development Act, P.L. 89-754, as amended.
 - vi. Uniform Relocation Assistance and Real Property Acquisition Policies Act, P.L. 91-646, as amended.
 - vii. Prohibition on certain telecommunication and video surveillance services or equipment, section 889 of P.L. 115-232.
 - viii. BIL Signage Requirement. Enhance public awareness of state revolving fund assistance agreements. Municipalities may meet this project requirement through one or more of the following methods:
 - 1. Standard signage.
 - 2. Posters or wall signage in a public building or location.
 - 3. Newspaper or periodical advertisement for project construction, groundbreaking ceremony or operation of the new or improved facility.
 - 4. Online signage placed on community website or social media outlet; or
 - 5. Press release.
 - ix. Promote the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432.
 - x. Complete and submit Federal Equivalency Projects Assurances and Certification Form 8700-201.
- 7. Financial Management.
 - a. Draft financial management forms.

- b. Complete drawdown requests for submittal to WDNR.
 - c. Maintain required records.
 - d. Final reporting.
8. Close Out. Complete Close out documentation. Schedule and participate in WDNR monitoring visit (if required by WDNR).

The fee for Task 2 – SDW-LSL Administration is based on two-year construction period (2025-2026) with private lead service line replacements being completed through a Pre-Qualified List of Plumbers/Contractors.

Items Not Included:

Only those items listed in the above scope are included in the services for the project. Other services which are not included, but may be added with a corresponding adjustment to the professional services fee, include:

1. Topographic survey of LSL yards, surface features, underground utilities, or buildings.
2. Digger’s Hotline call for locates of utility lines on LSL properties.
3. Full time construction engineering, observation, or record keeping.
4. Coordination, notifications, contact, or access agreements with individual property owners or residents.
5. Field review during design or construction efforts of interior plumbing or water service connections.
6. Soil borings or geotechnical investigation. Existing soils are assumed to be suitable for utility trenching and replacing yard features.
7. Investigating individual homes, buildings, for locating service pipes or elevations.
8. Other permitting, delineation, documentation, or agency coordination dealing with wetlands, floodplain, archaeological, historical, or environmental items on or near the site.
9. Special assessment related items, such as reports, hearings, notices, or waiver documents.
10. Easements, title searches, right-of-way or parcel documentation, or other property coordination.
11. Additional meetings, notifications, press releases, or extra distribution of information for public or property owners. Preparation of displays, exhibits, renderings, or other text, graphics, or drawings beyond what is described above.
12. Providing CAD or other design files to Contractor.
13. Legal review of materials for SDW-LSL loan, municipal LSL loan program review for private property owners, private property access agreements and contract documents.
14. City plumbing / work-in-street permit reviews, approvals or processing.
15. Detailed Historical/Archeological Review: This section applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. Projects that are determined to impact historic or potentially historic properties or are located in historic districts may have a higher standard of review. This may include documentation of compliance with 36 CFR Part 800, Protection of Historic Properties (also known as Section 106 Compliance). This is in addition to any local ordinance compliance with the Client’s Municipal Code or other requirements associated with development in the historic districts.
16. Detailed Floodplain/Wetland Review: This applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. If portions of this project occur in an area identified as flood hazard areas, further study will be required, and documentation provided as an additional service.
17. Publication of Notices required by the grant application or administration process: Publishing arrangements and all costs associated with any required public notices shall be a direct expense of the Client.
18. Labor Standards: As of the time of this contract, field interviews to determine compliance with Federal Labor Standards is not required by WDNR. Should such requirements change, or should there be evidence of failure by contractor(s) to comply with wage requirements and field interviews are required, Consultant will complete said interviews as an additional service.
19. Accounting, Financial Advisor or Legal Fees that may be required as part of the grant application or administration process.

Responsibilities of Client:

1. Coordination with private utility companies to provide plans for their review ahead of construction.

2. Communication and coordination with property owners and plumber/contractor.
3. Entry into private residences to observe plumbing connections, basement restoration, or meter hookups.
4. Plumbing permit application reviews, site inspections.
5. Determination on meter replacement requirements.
6. Maintenance of individual property project files.
7. Set up and administration of a municipal loan program for property owners to fund the costs of private lead service line replacement work.
8. If SDW-LSL loan will be backed by water utility revenue, PSC authorization for City loan program to property owners.

Schedule: Consultant is prepared to complete this scope of work and begin these efforts upon receipt of Client's written authorization.

- Task 1 will be complete by June 30, 2024 to meet the SFY2025 WDNR SDW-LSL application deadline.
- Task 2 to include additional coordination for the submittal of required documents through loan closing. WDNR SDW-LSL administration will be ongoing during construction and will be completed approximately 90-days after final construction.
- If there are delays in the Project that are beyond the Consultant's control, Client agrees to grant additional time to complete the services.

Payment: The total project fee is **\$33,000**, including expenses and equipment.

The fee is hourly estimated to be \$33,000, including expenses and equipment.

Task 1: Safe Drinking Water-Lead Service Line application- \$9,000

Task 2: Safe Drinking Water-Lead Service Line administration- \$24,000

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Chippewa Falls

By: Bruce K. Olson
 Full Name:
 Title: Bruce K. Olson, Principal

By: _____
 Full Name:
 Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated June 18, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND FOR BIPARTISIAN INFRASTRUCTURE LAW (BIL) SFY2025 LSL FUNDING FOR REPLACEMENT OF LEAD SERVICE LINES.

WHEREAS, the City of Chippewa Falls intends to file an application for state financial assistance for lead service line replacements, WDNR Project Number 4783-05, (referred to as the "Project"), under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the City of Chippewa Falls expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to of June 2024, the City of Chippewa Falls City Council must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City of Chippewa Falls to advance monies from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

BE IT THEREFORE RESOLVED by the City of Chippewa Falls City Council that:

Section 1) Expenditure of Funds. The City of Chippewa Falls City Council shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The City of Chippewa Falls City Council hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed an estimated amount of \$1,560,000 for the lead service line replacements; and

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official

acts including Subchapter II of Chapter 19 and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this ____th day of June, 2024

City of Chippewa Falls, Chippewa County, Wisconsin

John Monarski, Council President

ADOPTED: _____

APPROVED: _____
Mayor Gregory Hoffman

ATTEST: _____
Bridget Givens, City Clerk

DRAFT



Agreement for Professional Services

This Agreement is effective as of May 1, 202 between the City of Chippewa Falls (Client) and VMC LLC (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: As needed telecom projects 2024

Client's Authorized Representative	Brandon Cesafsky
Address	300 Water Way, Plover WI 54467
Telephone	715.345.5254
Email	Bcesafsky@chippewafalls-wi.gov
VMC Director	Dale Romsos
Address	1650 West End Blvd., St Louis Park, MN 55416
Telephone	715.645.9360
Email	dale.romsos@vmc LLC.com

Scope of Work:

Telecommunication: Review and Inspection

1. Construction Documentation Review

As part of the construction documentation review process, an extensive evaluation will be conducted on various documents including lease agreements, lease amendments, site drawings, antenna information, and specifications. This assessment will involve close consultation with both the Client and Carrier representative, providing administrative support to verify that the proposed plan meets the specific requirements outlined by the Client. Additionally, a thorough review of related structural and associated construction documents, along with calculations, will be carried out to ensure compliance with standards and accuracy in implementation.

2. Preconstruction Meeting

A preconstruction meeting will be conducted involving the contractor, subcontractors, and the Client prior to the commencement of construction activities. The primary aim of this meeting is to ensure a comprehensive understanding of the project's scope, timeline, budget, and potential challenges or risks among all involved parties. Through discussions held during this meeting, responsibilities will be clarified, schedules synchronized, and expectations aligned, thus facilitating a seamless execution of the project.

EXHIBIT A



3. Inspections (as required by project scope)

- Perform paint shop and site visits to check work to determine if it's generally in accordance with the construction plans and specifications, utility requirements, and the preconstruction meeting minutes:
- Paint shop observations for antenna and components identified in construction plans.
- Provide observation of the applicable surface preparation and coating application to determine if generally in accordance with the existing system and manufacturer's recommendations.
- Provide observation of mechanically attached component and communication cable routing/line dressing according to the construction plans, scheduled with the contractor.
 - Include evidence of non-compliant items.
 - Include approved and corrected installation/modification as part of follow up from previous inspection.
- Provide needed observation services deemed necessary by client and/or carrier.

4. Final Inspection

This task includes final review of the installation to ensure its alignment with the Client's approved project plans and preconstruction meeting minutes. This involves thoroughly examining the completed installation to verify compliance. Additionally, if necessary, a punch list will be developed and distributed to address any outstanding issues or discrepancies. Please note, follow-up inspections for punch list work are not included in this task and would constitute Additional Services.

5. Project Close out/ Site Administration

Project Closeout and Site Administration involves several key tasks to ensure the project's completion and proper documentation. This includes capturing a comprehensive 360-degree image of the final installation to provide a visual record. Furthermore, all relevant project documents will be compiled and organized into a transmittal package, which will then be sent to the client for submission as a new lease exhibit. Additionally, throughout the entire project, the final billing and escrow account will be meticulously balanced to ensure accuracy and transparency in financial matters.

*Please note:

EXHIBIT A



1. The above scope reflects the level of effort associated with typical carrier site upgrades. (excl. field inspections associated with civil site work and weldments) This scope can be modified on a per project basis, as requested by the Client, based on the level of effort required as applicable to the carrier's submitted plan sets
2. Consultant will track project milestones and remaining budget

Schedule

Upon Client authorization Consultant can begin this work immediately. Specific to this project, it is the Consultant's intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven (7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

Payment

Consultant proposes to provide services as referenced in the scope above on a lump sum/task basis, excluding reimbursable expenses (reproductions, mileage, lodging). Consultant establishes a fee of \$13,400.00 in accordance with the Table below.

Task Description	Fee
Telecommunication: Review and Inspection	
1. Documentation Review	\$1,800.00
Structural Review	\$1,000.00
2. Preconstruction Meeting	\$1,800.00
3. Inspections	
• Paint (Shop) \$850.00	
• Paint (Field) \$1,200.00	
• Mechanical \$1,500.00	\$4,500.00
• Special (Quoted)	
4. Final Inspection	\$2,000.00
5. Project Closeout/Site Admin.	\$1,800.00
Subtotal	
Additional Services Included in this Agreement	
360 Video (Lump Sum)	\$500.00
Total	\$13,400.00
<i>Additional Services:</i>	
<i>Plan review Iterations</i>	<i>\$1,000.00</i>

EXHIBIT A



<i>Field Observation (per visit)</i>	<i>\$1,200.00</i>
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Fee assumes the project has been created by tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to client. Landlord encourages tenant to contact consultant for site information and project timelines.

*Note: Above fees for Additional Services are Lump Sum per Task representing services outside the scope of this agreement.

Should circumstances arise that require Additional Services on the part of Consultant, Consultant will provide notification to the Client and Carrier of the services to be provided. Reference the table above for associated fees. The payment method, basis, frequency and other special conditions are set forth in the General Conditions of this agreement.



CHIPPEWA FALLS DEPARTMENT OF PUBLIC UTILITIES

ANTENNA SITE APPLICATION FORM

I. Tenant Information

1.	Name of Applicant:
2.	Notification Address of Applicant: City: _____ State: _____ Zip: _____
3.	Contact Person for Applicant: Phone: _____ E-Mail: _____
4.	Proposed Radio Band:
5.	Proposed Radio Frequency(s):
6.	What type of Service: (Cellular, Two-Way Paging, SMR, ESMR, POS, etc.)
7.	Technical Advisor (if any): Phone: _____ E-Mail: _____

II. Site Technical Information

1.	Name of Proposed Antenna / Tower Site:
2.	Address of Proposed Site:
3.	Legal Land Description of Proposed Site:

Site Technical Information

4.	Number of Antennas Proposed:
5.	Antenna Dimensions: Antenna Weight: Antenna Manufacturer & Model No.:
6.	Desired Antenna Location on Tower or Structure: (Attach plans for proposed antenna/equipment location and attachment)
7.	Number of Cables: Size of Cables: Transmission Line or Cable Manufacturer & Model No.: (Attach plans for proposed cable routing and attachment)
8.	Proposed Radio Equipment (s): Mfg.: Model:_ Power Output: Mfg. and Model of Isolator: Mfg. and Model of Duplexer: Are any control cabinets being used in addition to the transmitter/receiver cabinet(s) If yes, how many?
9.	Existing or proposed Building, platform, generator, communication line layout (ground area layout). ATTACHMENT (Attach plans and site survey with appropriate equipment existing and proposed location request) ATTACHMENT Describe electricity requirements: (applicant's responsibility including costs) Describe T-1 or commercial fiber requirements: (applicant's responsibility including costs)
10.	Date of proposed operation: (Please be as accurate as possible)

Required applicable data that must be included prior to application acceptance:

1. Complete Site plan including:
 - All existing and proposed equipment space.
 - All site technical data reflected in site application.
 - Utility and communication line placement and routing
2. Site survey.
3. Legal Description of Property.

This data will be accepted as exhibits for lease/amendments.

City of Chippewa Falls Public Utilities, 30 W Central Street, Rm 209, Chippewa Falls WI 54729
Telephone: 715-726-2741 Website: www.chippewafalls-wi.gov

IMPORTANT – PLEASE READ CAREFULLY BEFORE SIGNING.

The undersigned agrees and acknowledges that in addition to the Antenna Site Application Fee, the applicant is responsible for all costs associated with the applicant’s proposed system that is to be installed on city property.

Costs may include, but are not limited to the following:

1. Interference analysis and inter-modulation study by the Engineering/Communications Consultant of Chippewa Falls Utilities (CFU)
2. Review of construction plans by the Engineering/Communications Consultant of CFU.
3. Review of lease agreement by the Chippewa Falls City Attorney.
4. Inspection time by the Engineering/Communications Consultant of CFU.
5. Site Coordination of any items (examples: antennas or utilities) performed by CFU or its Engineering/Communications Consultant.
6. Surveying, if required.
7. Utility Service by local utilities to bring or upgrade electrical or telephone service to the property for the use by the applicant.
8. All required permitting and licensing fees.

A certified check in the amount of \$10,000 will be required at the time of submittal of the installation plans. These escrow funds will be utilized by the landlord to pay expenses related to professional services necessary for the review of the installation plans and construction (items 1-6 of the list above) by the Engineering/ Communications Consultant of the City. Unused escrow funds will be returned to tenant at the completion of the antenna installation.

PLEASE MAIL THE COMPLETED APPLICATION WITH A CHECK PAYABLE TO:

Chippewa Falls Public Utilities - \$500 for local telecom providers and \$750 for commercial wireless providers:

Mail to: Brandon Cesafsky
 City of Chippewa Falls
 30 W Central Street
 Chippewa Falls WI 54729
 (P) 715.726.2736
 btcesafsky@chippewafalls-wi.gov

**APPLICATION MAY BE
 EMAILED AS WELL, BE
 SURE TO SEND CHECK AND
 NOTE THAT THE CHECK
 WAS SENT IN THE EMAIL**

Applicant Signature: _____

Print name:

Title:

(Authorized signature; and please print name and title.)

Telephone:

Date:

NOTE: Application must be signed by the company that will be leasing from the City of Chippewa Falls, WI. A site acquisition company **IS NOT** acceptable.

PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** (this "**Agreement**") is entered into as of the 1st day of May 1, 2024 (the "**Effective Date**"), by and between VMC, LLC, a Minnesota limited liability company ("**Consultant**"), and City of Chippewa Falls Wisconsin ("**Client**"). This Agreement refers to Consultant and Client collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

Subject to the terms and on the conditions set forth in this Agreement, Client desires to engage Consultant to provide certain professional services, and Consultant is willing to provide such professional services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. **Defined Terms.** As used in this Agreement, the following terms have the following meanings:

(a) "**Affiliate**" means, with respect to a Person, any other Person who or that directly or indirectly controls, is controlled by, or is under common control with the first-mentioned Person. For purposes of this definition, the term "control" (including the terms "controls," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, including the ability to elect the members of the board of directors or other governing body of a Person.

(b) "**Agreement**" has the meaning set forth in the Preamble.

(c) "**Claim**" has the meaning set forth in Section 12(d).

(d) "**Client**" has the meaning set forth in the Preamble.

(e) "**Consultant**" has the meaning set forth in the Preamble.

(f) "**Confidential Information**" means any information that is treated as confidential by a Party, including all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether marked, designated, or otherwise identified as "confidential." The term "Confidential Information" excludes information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this

Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

(g) **"Disclosing Party"** has the meaning set forth in Section 7.

(h) **"Force Majeure"** has the meaning set forth in Section 16.

(i) **"Indemnified Party"** has the meaning set forth in Section 12(d).

(j) **"Indemnifying Party"** has the meaning set forth in Section 12(d).

(k) **"Instruments of Service"** has the meaning set forth in Section 10(a).

(l) **"Intellectual Property Rights"** has the meaning set forth in Section 10(a).

(m) **"Losses"** means any losses, injury, death, damages, deficiencies, debts, liabilities, actions, proceedings, demands, litigation, lawsuits, arbitrations, inquiries, audits, notices of violation, citations, summons, subpoenas, investigations, judgments, awards, interest, fines, penalties, costs, or expenses, including, reasonable legal fees.

(n) **"Parties"** or **"Party"** has the meaning set forth in the Preamble.

(o) **"Person"** means any natural individual, corporation, partnership, limited partnership, limited liability company, joint venture, joint stock or other company, association, bank, trust company, trust, or other entity, whether or not a legal entity, or any governmental body in the United States.

(p) **"Project"** means 2024 AT&T upgrade.

(q) **"Receiving Party"** has the meaning set forth in Section 7.

(r) **"Representatives"** means, with respect to a Party, the Party's Affiliates and the respective members, shareholders, partners, directors, managers, officers, employees, agents, independent contractors, subcontractors, attorneys, accountants, and other professional advisors of the Party or any of its Affiliates.

(s) **"Service Fees"** has the meaning set forth in Section 4(a).

(t) **"Services"** has the meaning set forth in Section 2(a).

(u) **"Term"** has the meaning set forth in Section 11.

The foregoing is not an exhaustive list of the defined terms used herein and additional terms may be defined throughout this Agreement.

2. **Engagement and Services.**

(a) **Engagement.** Subject to the terms and on the conditions of this Agreement, Client engages Consultant to provide those professional and other services set forth in Exhibit A attached to this Agreement (collectively, the "**Services**"), and Consultant agrees to provide the Services to Client, during the Term, in exchange for the Service Fees (as defined in Section 4(a)). Consultant will provide the Services only to Client, and Client may not resell any of the Services to any third party or permit the use of the Services for the benefit of any third party.

(b) **Additional Services.** If Consultant determines that Client has requested or directed Consultant to perform any services that are beyond the scope of the Services set forth in Exhibit A or that, due to changed conditions or changes in the method or manner of the Project, Consultant's effort exceeds the stated Service Fee, then Consultant will notify Client regarding the need to adjust the Services and the Service Fee by providing updated Exhibit A and Exhibit B. Upon notification and in the absence of any written objection from Client within fifteen (15) days of delivery of the notice, Consultant will provide the Services and will be entitled to the Service Fee set forth in the updated Exhibit A and Exhibit B.

(c) **Level of Services.** Consultant will act in a commercially reasonable manner and perform the Services with a degree of care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances, at the same time and in the same locality.

(d) **Delegation.** Consultant may delegate specific aspects of its obligations under this Agreement to a third party.

3. Schedule. Unless specific periods or dates for providing the Services are specified, Consultant's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services. If Client has requested changes in the scope, extent, or character of the Project or the Services, the time of performance and compensation for the Services will be equitably adjusted. Client acknowledges and agrees that Consultant is not responsible for any Losses arising directly or indirectly from delays beyond Consultant's control. If delays resulting from such causes increase the cost or the time required by Consultant to perform the Services, Consultant will be entitled to an equitable adjustment in its compensation and any schedule for the performance of the Services.

4. **Service Fees and Reimbursement.**

(a) **Service Fee.** In consideration of the provision of the Services by Consultant, Client shall pay the fees set forth in Exhibit B attached to this Agreement (collectively, the "**Service Fees**"), as amended from time to time in accordance with this Agreement. Consultant will submit an invoice for the Service Fees on a monthly basis, and Client shall pay the amounts stated on each invoice within thirty (30) days of the invoice date.

(b) Reimbursement. Client shall reimburse Consultant for all actual, documented, and reasonable travel and out-of-pocket costs and expenses incurred by Consultant in the course of providing the Services. Consultant will include any expenses for reimbursement in its invoice for the Service Fees, along with receipts and reasonable supporting documentation, and Client will pay all properly invoiced amounts to Consultant within thirty (30) days of the invoice date.

(c) Taxes and Other Charges. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local government entity on any amounts payable by Consultant under this Agreement. To the extent that Consultant is required to pay any such taxes, duties, or charges, Client shall reimburse Consultant in connection with its payment of the Service Fees and reimbursement of expenses as set forth in this Section 4. Notwithstanding the foregoing, Client will not be responsible for any taxes imposed on, or with respect to, Consultant's income, revenues, gross receipts, personnel, or real or personal property.

(d) Late Payments. Except for invoiced payments that Client has successfully disputed, all late payments will bear interest at the lesser of (i) the rate of one and one-half percent (1.5%) per month and (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Consultant for all reasonable costs incurred in collecting any late payments, including attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Consultant does not waive by the exercise of any rights under this Agreement), Consultant will be entitled to suspend the provision of any Services if Client fails to pay any amounts when due under this Agreement and such failure continues for five (5) days following written notice of such failure.

5. Client Responsibilities.

(a) Client shall, in proper time and sequence, at no expense to Consultant, provide full information as to Client's requirements for the Services, including data, reports, sub-surface explorations, laboratory tests, environmental assessments and impact statements, surveys, property descriptions, zoning and other land-use restrictions, as-built drawings, and electronic data base and maps; and grant Consultant with access to all public and private lands required for Consultant to perform the Services.

(b) Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project or the Services.

(c) Client shall provide prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any changes in the Project or any defect in the Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents provided by Consultant and render the necessary decisions and instructions, so that Consultant can perform the Services in a timely manner.

(d) Client shall require all utilities with facilities within the Project site to (i) locate and mark the utilities upon request, (ii) relocate or protect the utilities as necessary to accommodate the Project work, (iii) submit a schedule of the necessary relocation or protection activities to Client for review, and (iv) comply with an agreed-upon schedule.

6. Reliance. Consultant will be entitled to rely on the accuracy and completeness of information or services furnished by Client or other parties employed or engaged by Client, and Consultant will not be responsible for any Losses arising from Consultant's reliance.

7. Confidentiality. From time to time during the Term, a Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**"), Confidential Information of the Disclosing Party. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it must, before making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy.

8. Representations and Warranties. Each Party represents and warrants to the other Party that (a) the Party has the requisite right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement; and (b) no other approval or authorization of this Agreement or the acts or transactions set out in this Agreement is required by any applicable law or otherwise by any third party.

9. No Other Representation or Warranty. Except as expressly provided in Section 8, Consultant makes no representations or warranties in connection with the Services, whether express or implied, including warranties of merchantability and fitness for a particular purpose; and Consultant, for itself and on behalf of any of its Affiliates, disclaims any such representations and warranties. Consultant neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform the work in accordance with such contractor's documents or any documents prepared or reviewed by Consultant. Consultant will not direct, supervise, or control the work of any construction contractors or their subcontractors at the Project site or otherwise; and Consultant will have no authority over or responsibility for the contractor's acts or omissions, or the means, methods, or procedures of construction. The Services do not include any review or evaluation of any safety or security measures of Client or any contractor or subcontractor, or the safety or security at the Project site.

10. Intellectual Property.

(a) Ownership of Proprietary Information. Consultant will own and retain all ownership rights, title, and interest in and to all results and proceeds of the Services performed under this Agreement and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services (collectively, "**Instruments of Service**"), and all patents, copyrights, trademarks, trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively, "**Intellectual Property Rights**"); and the same may not be deemed to be "work product" or "work made for hire."

(b) Client's Use of Instruments of Service. So long as Consultant has been paid in full for all Services and amounts due under this Agreement, Client will have the right in the form of a non-exclusive license to use Instruments of Service resulting from the Services performed under this Agreement.

(c) Reuse of Instruments of Service. All Instruments of Service are not intended or represented to be suitable for reuse by Client or other Persons on extensions of the Project or any other project or matter. Any reuse of any Instrument of Service without the prior written consent of, or adaptation by, Consultant for that specific purpose will be at Client's sole risk and without any liability or legal exposure to Consultant.

11. Term and Termination. The term of this Agreement commences as of the Effective Date and continues thereafter until the completion of the Services (the "**Term**") unless earlier terminated in accordance with any of the following:

- (a) by the mutual written agreement of the Parties;
- (b) by a Party if the other Party:
 - (i) makes an assignment or proposal in bankruptcy, or is petitioned into bankruptcy, or if it avails itself, or if any proceedings are brought against it, under any legislation designed for the relief of insolvent debtors or for the dissolution, liquidation, reorganization, re-arrangement, or winding-up of such Party;
 - (ii) is a party whose property, or any substantial part thereof, becomes possessed by a judicial or quasi-judicial officer, receiver, liquidator, trustee, or custodian or against whom a judgment has been made or pronounced which has not been paid or satisfied within fifteen (15) days after the same is made or pronounced;

- (iii) is subject to a petition, certificate, or order for its winding up or dissolution, voluntarily or otherwise, or suspends the transaction of its usual business;
 - (iv) is in breach of any of its obligations under this Agreement, which breach is not cured to the reasonable satisfaction of the non-defaulting Party within ten (10) days after written notice from the non-defaulting Party specifying the nature of the breach; or
- (c) by a Party with thirty (30) days' written notice to the other Party.

Termination or expiration of this Agreement does not affect Client's obligation to pay Consultant in respect of Services provided before the effective date of termination or expiration, as applicable. Termination or expiration of this Agreement does not impair a Party's rights or remedies on account of any antecedent breach of this Agreement.

12. Indemnification.

(a) Indemnification by Consultant. Neither Consultant nor any of its Representatives will be liable for any action taken or omitted to be taken by it or such Representative under or in connection with this Agreement except that Consultant shall indemnify and hold harmless Client and Client's Representatives from and against any and all Losses suffered or incurred by Client or any of Client's Representatives that arise out of, result from, or are in any way connected with: (i) the willful misconduct or more culpable conduct of Consultant in respect of its obligations under this Agreement; or (ii) the breach of any covenant, agreement, representation, or warranty of Consultant under this Agreement.

(b) Indemnification by Client. Client shall indemnify and hold harmless Consultant and Consultant's Representatives from and against any and all Losses suffered or incurred by Consultant or any of its Representatives that arise out of, result from, or are in any way connected with: (i) the gross negligence, willful misconduct, or more culpable conduct of Client or any of Client's Representatives; (ii) the breach of any covenant, agreement, representation, or warranty of Client under this Agreement; or (iii) any use of any Instruments of Service on extensions of the Project or any other matter outside the scope of this Agreement.

(c) Environmental Indemnity. Client acknowledges and agrees that Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Accordingly, Client shall indemnify, defend, and hold harmless Consultant and Consultant's Representatives from and against any and all Losses suffered or incurred by Consultant or any of its Representatives that arise out of, result from, or are in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants, or contaminants of any kind at the Project site.

(d) Procedure for Third-Party Claims. If a Party (an "**Indemnified Party**") receives notice of any third-party claim, suit, or proceeding (a "**Claim**") or any Losses that may

give rise to the Party's right to indemnification under this Agreement, the Party shall promptly notify the other Party (an "**Indemnifying Party**") of such Claims or Losses in reasonable detail and shall furnish to the Indemnifying Party copies of any relevant documents; provided, however, the failure by the Indemnified Party to notify the Indemnifying Party of any such Claim or Losses shall not relieve the Indemnifying Party of its obligations under this Section 11. In such event, the Indemnifying Party, at its sole cost and expense, shall have the right, upon written notice to the Indemnified Party, to assume the defense of any such Claims. The Indemnifying Party shall not consent to a settlement of any such Claims or Losses without the prior written consent of the Indemnified Party, which consent may not be unreasonably withheld, conditioned, or delayed. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such Claims with its own counsel and at its own expense.

13. Limitation of Consultant's Liability.

(a) CONSULTANT'S TOTAL LIABILITY TO CLIENT OR ANY OF ITS REPRESENTATIVES FOR ANY AND ALL LOSSES THAT ARISE OUT OF, RESULT FROM, OR ARE IN ANY WAY CONNECTED WITH, THE PROJECT, THE SERVICES, OR THIS AGREEMENT FROM ANY ONE OR MORE CAUSES, INCLUDING CONSULTANT'S GROSS NEGLIGENCE (OR LESS CULPABLE CONDUCT), ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF A WARRANTY, INACCURACY OF A REPRESENTATION, WILL NOT EXCEED THE LESSER OF (A) AGGREGATE AMOUNT OF THE SERVICE FEES PAID DURING THE PRIOR SIX (6) MONTH PERIOD, AND (B) ONE HUNDRED THOUSAND U.S. DOLLARS (\$100,000.00).

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, CONSULTANT WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST RENTALS, REPUTATIONAL LOSS, LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY, LOSS OF FUTURE REVENUE, OR DIMINUTION OF VALUE.

(c) Client's sole and exclusive remedy for any Losses must be directed or asserted only against Consultant and not against any of Consultant's individual Representatives.

14. No Right of Setoff. Each Party hereby acknowledges that it shall have no right under this Agreement to set off any amounts owed (or to become due and owing) to the other party, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other Party.

15. Insurance. At all times during the Term, each Party shall procure and maintain in force, at its sole cost and expense, coverage for commercial general liability, errors and omissions or professional liability, workers' compensation, or any other insurance, in such amounts and with such insurers, in each case with policy limits in commercially reasonable amounts and sufficient to protect and indemnify the other Party.

16. Force Majeure. Consultant will not be liable or responsible to Client, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or

performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of Consultant ("**Force Majeure**"), including: (a) acts of God (including, without limitation, flood, fire, earthquake, pandemic, or epidemic); (b) war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot or other civil unrest; (c) government order, law, or actions not due to the acts or omissions of Consultant; (d) embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; (g) shortage of adequate power, raw materials, or transportation facilities; (h) transport delays; (i) loss or damage to data, equipment or hardware; or (j) outage or discontinuation (other than at the request of, or as a result of a breach by, Consultant) of any software, servers, networks, platforms, peripherals, or similar or related items of automated, computerized, or other information technology networks and systems. Upon the occurrence of a Force Majeure event, Consultant will give notice to Client as soon as practical, stating the period the occurrence is expected to continue, and will use commercially reasonable efforts to end or minimize the effects of such failure or delay. Consultant will resume the performance of Consultant's obligations as soon as reasonably practicable after the removal of the Force Majeure event.

17. Survival. The provisions of Sections 4, 7, 10, 12, and 13 will survive the termination or expiration of this Agreement.

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

19. Governing Law; Jurisdiction. The Parties acknowledge and agree this Agreement will be governed by and construed in accordance with the domestic laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. EACH PARTY: (a) AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS OF MINNEAPOLIS (HENNEPIN COUNTY), MINNESOTA, AND THE U.S. DISTRICT COURT FOR MINNESOTA (IF FEDERAL JURISDICTION EXISTS), AND ANY APPLICABLE APPELLATE COURTS, WITH RESPECT TO ALL MATTERS RELATING TO THIS AGREEMENT; (b) WAIVES ALL OBJECTIONS BASED ON LACK OF VENUE AND FORUM NON CONVENIENS; AND (c) IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF ALL SUCH COURTS.

20. Amendment. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

21. Waiver. Any waiver of a default or provision under this Agreement must be in writing and signed by the waiving Party. No waiver will represent a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a Party in the exercise of any of its rights or remedies will constitute a waiver of (or otherwise

impair) such right or remedy. A consent to or approval of an act will not waive or render unnecessary the consent to or approval of any other or subsequent act.

22. Exercise of Rights. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise of the same or any other right, remedy, power, or privilege.

23. Entire Agreement. This Agreement, together with any exhibits, schedules, addenda, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, understandings, representations, and warranties, whether oral or written.

24. Further Assurances. Each Party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other agreements, certificates, documents, or other instruments as the other Party may reasonably request in order to carry out the intent and purposes of this Agreement.

25. Delivery by Electronic Transmission. This Agreement, to the extent signed and delivered by means of a facsimile machine, PDF, or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of either Party, the other Party will re-execute original forms thereof and deliver them to the other Party. No Party will raise the use of a facsimile machine, PDF, or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

26. Assignment. Neither this Agreement nor any right, remedy, obligation, or liability arising under this Agreement or by reason of this Agreement may be assigned by a Party, nor may a Party cause any obligation or liability under this Agreement to be assumed by any Person, without the prior written consent of the other Party, which may not be unreasonably withheld, conditioned, or delayed.

27. Binding Effect. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the Parties and their heirs, legal representatives, successors, and permitted assigns.

28. No Third-Party Beneficiaries. No person will have any rights, interest, or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

29. Notices. All notices, requests, demands, claims and other communications hereunder will be in writing and will be deemed duly given (a) when delivered by facsimile

transmission with confirmation of delivery, (b) upon receipt if delivered personally, or (c) on the first day following dispatch if sent by an internationally recognized overnight courier service, provided that a copy is also sent to the recipient via email, in each case to the Party's address set forth below.

(a) If to Consultant:

VMC, LLC
1650 West End Boulevard, Suite 100
St. Louis Park, MN 55416
Attention: Angela Merrifield
Email: amerrifield@vmc.com

(b) If to Client:

City of Chippewa Falls
Brandon Cesafsky
30 West Central St
Chippewa Falls WI 54729
Attention: Brandon Cesafsky
Email: bcesafsky@chippewafalls-wi.gov

A Party may change the address to which notices, requests, demands, claims, and other communications under this Agreement are to be delivered by giving the other Party notice in the manner set forth in this [Section 29](#).

30. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

31. Drafting. Each Party has reviewed this Agreement and has had the opportunity to have the Party's counsel review this Agreement. The rule of construction that ambiguities are resolved against the drafting Party or in favor of the Party receiving a particular benefit under an agreement may not be used to interpret this Agreement.

32. Interpretation. In this Agreement: (a) the headings are only for convenience of reference and will not affect the meaning or interpretation of this Agreement; (b) the words "herein," "hereunder," "hereby" and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph, or Section where they appear); (c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; (d) unless expressly stated to the contrary, reference to any document, exhibit, or other attachment means such document, exhibit, or other attachment as amended or modified and as in effect from time to time in accordance with the terms thereof; (e) unless expressly stated to the contrary, reference

to any law means such law as amended, modified, codified, replaced, or reenacted, in whole or in part, and as in effect from time to time, including any rule or regulation promulgated thereunder; (f) the words "including," "include," and variations thereof are deemed to be followed by the words "without limitation and without limiting the generality of the foregoing"; (g) "or" is used in the sense of "and/or"; "any" is used in the sense of "any or all"; and "with respect to" any item includes the concept "of" such item or "under" such item or any similar relationship regarding such item; (h) unless expressly stated herein to the contrary, reference to a document, including this Agreement, will be deemed to also refer to each annex, addendum, exhibit, schedule, or other attachment thereto; (i) unless expressly stated herein to the contrary, reference to a Section is to a section of this Agreement; (j) when calculating a period, if the last day of such period is not a business day, such period will end on the next day that is a business day, and (k) with respect to all dates and periods in or referred to in this Agreement, time is of the essence.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has duly executed and delivered this Agreement as of the Effective Date.

CONSULTANT:

VMC, LLC,
a Minnesota limited liability company

By: _____

Name: Angela Merrifield

Title: President

CLIENT:

City of Chippewa Falls

By: _____

Name: _____

Title: _____

EXHIBIT B

2024 Standard Consulting Rates

<u>Labor Category</u>	<u>Rate</u>
Consultant VI	\$307.00
Consultant V	\$268.00
Consultant IV	\$239.00
Consultant III	\$211.00
Consultant II	\$160.00
Consultant I	\$134.00
Technical Support III	\$186.00
Technical Support II	\$149.00
Technical Support I	\$108.00



Agreement for Professional Services and On Call General Engineering Services

This Agreement is effective as of May 1, 2024, between City of Chippewa Falls and VMC LLC (consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: On Call General Engineering Services.

Client's Authorized Representative	Brandon Cesafsky
Address	300 West Central St, Chippewa Falls WI 54729
Telephone	
Email	Bcesafsky@chippewafalls-wi.gov
VMC Director	Dale Romsos
Address	1650 West End Blvd., St Louis Park, MN 55416
Telephone	715 645-9360
Email	dale.romsos@vmcllc.com

I. Scope

The Basic Services to be provided by consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services, which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

General Services are immediate or minor services requested and authorized by Client via email. Examples of general services that may be requested by Client include:

1. Attending non-project related meetings or other meetings as requested.
2. Attending meetings with staff or Client, as requested.
3. Answering routine engineering-related questions.

When possible, Consultant will provide a fee estimate at the time the services are requested.

Client will authorize Consultant to proceed with general engineering services by sending an email from Client's Authorized Representative to Project Manager with details of work required.

II. Payment

EXHIBIT A



The total cost will not exceed \$15,000.00 unless otherwise approved by Client. The payment method, basis, frequency and other special conditions are set forth in the professional service agreement.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Consultant will invoice the project monthly. Invoices are to be paid net 30.

III. Other Terms and Conditions

Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: none