



CITY OF MARSHFIELD
MEETING NOTICE

ECONOMIC DEVELOPMENT BOARD

**Thursday, June 2, 2016
City Hall Plaza, Room 108
3:00 p.m.**

AGENDA

1. Call to order – Vice-Chair Dickrell
2. Approve meeting minutes
 - a. EDB Regular Board meeting – May 5, 2016
3. Identify potential conflicts of interest
4. Receive citizen comments
5. Approve contract with SHE, Inc. for grant writing services for the WEDC Community Development Investment Grant
6. Discussion and possible action on matters related to EDB Priorities
 - a. Housing
 - b. Economic Development Corporation
 - c. Downtown Redevelopment
 - i. Community Square
7. Discuss 2017 Budget schedule and process
8. Economic development activity updates
9. Announce next meeting date – Thursday, July 7, 2016 at 3:00 p.m.
10. Adjourn

NOTICE

It is possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Deb M. Hall, City Clerk, at 630 South Central Avenue or by calling (715) 384-3636.

Economic Development Board meeting May 5, 2016

Present: Buttko, Dickrell, Martin, Meissner, Sennholz, Trussoni, Wagner
Absent: Staab
Others: Barg, Eloranta, Olson

Sennholz called the meeting to order at 3:02 p.m. in Room 108 of the City Hall Plaza.

Approve minutes – April 7th

Meissner moved and Trussoni seconded a motion to approve the April 7th EDB minutes as presented. Motion carried.

Welcome new member – Andy Martin

Members welcomed Andy Martin to the Board, replacing Al Michalski. Martin owns and operates Innovative Machine Specialists.

Elect chairperson

Buttko nominated Sennholz for chairperson. With no further nominations, Wagner moved that nominations be closed and a unanimous ballot cast for Sennholz. Motion carried.

Elect vice-chairperson

Meissner nominated Dickrell for vice-chairperson. With no further nominations, Buttko moved nominations be closed, and a unanimous ballot cast for Dickrell. Motion carried.

Conflicts of interest

No members indicated that they had a conflict of interest with anything on the agenda

Citizen comments

Sennholz invited comments from citizens, but no one spoke at this time.

Review City's proposed mission and vision statements

Members reviewed draft mission/vision statements now under consideration by the City Council. No concerns were raised, but Dickrell suggested and members agreed, to request that the word “enduring” be added before “values” on the first list of the vision statement.

Discussion and possible action on 2015-2016 EDB priorities

- **Housing**: No specific report was given, but general discussion occurred on whether the City should continue giving assistance to new rental housing projects. Wagner requested that the Housing Subcommittee meet again soon. It was also suggested that Donna Rozar be invited to a future EDB meeting to address what CAP does or can do for us, and to ask Mary James-Mork to attend. Other issues raised included downtown apartments, keeping open lines of communication with the County and others on bringing back the city housing subdivision in another form, (assisting in development of “infill” lots), requesting the GIS coordinator to prepare a “blighted areas” map, and asking the Police Department to work with landlords to emphasize issues like tenant screening.

- Economic development corporation: Sennholz advised that not much has occurred since the last Board meeting. He's working on a plan to create a Board of Directors for the proposed new entity and looking at opportunities for possible EDC projects.
- Downtown redevelopment: It was reported that a proposed agreement between the City and Marshfield Area Community Foundation (MACF) to establish a fund for donations to the Community Square project will go to Council this month. Efforts to pull together a fundraising team are ongoing. Barg asked about using local cable TV for promotion, but members want to hold off until plans are further along.

Economic development activity updates

- Eloranta noted that Main Street and the City have partnered to provide an additional \$40,000 for the façade program, with efforts are being made to get applications for rear entrances, if possible. The downtown parking team is reviewing a wide variety of ideas, and a survey of downtown business owners/managers is being conducted. May 25th is the deadline for the July 1 Pop-Up Shops applications. The condition of downtown properties was discussed; staff was asked to have the building inspector check for deterioration of structures on the 300 block. It was also noted that a recent News Herald article provided positive PR on efforts to extend hours of downtown businesses, and with 3rd Thursdays about to start, positive momentum is occurring.
- Olson updated everyone on the latest ICSC event, and mentioned a presentation by Bill Schofield at the last Marshfield Business Roundtable, where he discussed how central Wisconsin, and Marshfield in particular, is viewed by potential developers.
- Barg reported on some recent TIF projects, including Kohl's, new housing by MHS, Draxler, and the "incubator" development, and provided a brief status report on the economic development portion of the Council's strategic planning process.

Announce next Board meeting date/time

It was agreed to hold the next meeting on Thursday, June 2nd at 3:00 p.m. in Room 108 of the City Hall Plaza. Sennholz cannot attend, but Vice-Chair Dickrell will run the meeting.

With no other business before the Board, Buttke moved and Wagner seconded the motion to adjourn. Motion carried. Sennholz adjourned the meeting at 4:25 p.m.

Respectfully submitted,
Steve Barg, City Administrator



**Wisconsin Economic Development Corporation
Program Guidelines for Fiscal Year 2015**

Program Name: Community Development Investment Grant Program
Program Inception: WEDC FY13
Team and Division Lead: Economic and Community Development – Tricia Braun
Document Owner: Patti Holden
 New **Revised** Click here to enter a date.
 Aid **Pass-thru Aid** **Technical Assistance**

Program Description:

The Community Development Investment Grant Program (CDI) will support urban, small city and rural community redevelopment efforts by providing financial incentives for shovel-ready projects with emphasis on, but not limited to, downtown community driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners. This grant opportunity is available through two different competitions: high-impact projects and planning or marketing development.

Program Goal:

The program will support local initiatives with a downtown emphasis and incentivize economic development for communities. These initiatives are anticipated to provide a number of benefits, including the following:

- The creation and retention of jobs, increases to the local tax base, and the creation of a strong commercial district
- The promotion of vibrant downtown districts that symbolize economic health, quality of life, sense of community, pride and history which are relevant factors in residential, industrial, commercial, and professional recruitment
- Reductions in sprawl and efficient use of infrastructure, tax dollars, and land resources
- The promotion of traditional commercial districts

This program supports the following WEDC Core Strategy:

Strategy 1.5: Align community development resources (Main Street, public infrastructure investment) to support WEDC objectives.

Eligibility Requirements:

Municipalities (including counties, cities, villages, and towns) tribal entities and other governmental authorities designated by a municipality to apply on its behalf will be eligible to receive grant assistance under the following restrictions:

- Grant recipients must provide a minimum 3:1 match investment in project costs
- No more than 30% of the match investment may consist of other state and/or federal grant sources
- Applicants may only receive one CDI grant per fiscal year



- The project must be ineligible for an award under WEDC's Brownfield Grant program
- An applicant that was impacted by an event that has resulted in a State or Federal Disaster Declaration within the 24 months prior to submitting an application may receive funds for mitigation or preparedness planning and will receive additional considerations including the following:
 - WEDC may reduce or waive the match requirements
 - Applicants must demonstrate that other funding mechanisms (CSBG, WI Disaster Fund, FEMA, etc.) have been evaluated and fully utilized before applying for WEDC CDI Grant funding
- Applicants must be willing to provide signage, according to WEDC specifications, at the project site indicating WEDC financial participation should grant funds be provided to the project
- Applicants must be willing to document WEDC participation in planning and feasibility documents

Eligible activities include:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure investment
- Professional services

Eligible projects for high-impact project based competitions include:

- Development of significant destination attractions
- Rehabilitation and reuse of landmark buildings
- Infill development
- Upper story development
- Blight elimination in downtown locations
- Remediation of downtown industrial properties critical to area redevelopment
- Historic preservation
- High impact waterfront and community space efforts
- Infrastructure efforts, including disaster prevention measures, providing substantial benefits to downtown residents/property owners
- Comprehensive streetscape improvements
- Community Landmark / Public Space Development

Eligible projects for marketing or planning development include:

- Plans / Feasibility Studies / Market Analysis
- District or site(s) specific downtown development plans
- Historic preservation planning
- Branding/Marketing
- Business recruitment campaigns; vacant space strategy development



Activities ineligible for grant assistance or match include:

- Past costs
- In-kind contributions
- Grant application preparation
- Professional fees, such as architecture, accounting or legal
- Financing fees or debt

Incentives and Available Funding (FY15): \$4,500,000

The grants will be limited to 25% of project costs up to \$500,000.

Funds will be awarded through a competitive application process. The program will hold one or more competitive processes for high impact projects and for planning or marketing development. All awards will be judged on merit and be made at WEDC's discretion.

Expected Outcomes:

This program is expected to assist 20 communities, achieve a 10:1 leverage ratio and result in tax base increases.

Performance Reporting:

Program performance will be measured by the following metrics:

- Increased job creation or retention as documented by the recipient
- Leveraged investment as reported and documented by the recipient
- Increased tax base demonstrated by changes in assessments
- Project specific gains (e.g. square feet of space rehabbed, number of improved facades, etc.) as documented by the recipient
- Number of studies, market analysis reports, other documentation depending on the project submitted to staff upon completion

Grant recipients will be required to submit semi-annual fiscal and narrative reports until the project is completed. The final report shall include details on the above metrics. In addition, all projects will be reviewed to ensure compliance with contract deliverables.

Application and Awards Process:

Applicants for a Community Development Investment Grant should complete an application through an Account Manager. The applications will be assigned to an internal committee for review and recommendations. An underwriter shall be assigned to review each award recommendation and projects will go through the management review process.

For more information on application review, internal process, and award distribution, please refer to WEDC Awards Administration Policy.



PROGRAM REVIEW:

This document has been reviewed by the following parties (Check all that apply):

- Director of Public Policy
- Chief Legal Counsel & Compliance Officer
- VP Credit and Risk Management
- Chief Financial Officer
- Other _____

Director of Public Policy: *Ang Young*
Division Vice President: *Quintana*

Date 6/30/14
Date 7/1/14

AUTHORIZED APPROVAL:

CEO or Designee: *Reed & Hill*

Date 7/1/14

Agreement for Professional Services

This Agreement is effective as of July 1, 2016, between City of Marshfield (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Preparation of a Community Development Investment Grant application to the Wisconsin Economic Development Corporation

Client's Authorized Representative: Jason Angell

Address: 630 South Central Avenue Suite 602
Marshfield, WI 54449

Telephone: 715.486.2074 **email:** jason.angell@ci.marshfield.wi.us

Project Manager: David Carlson

Address: 10 N. Bridge Street
Chippewa Falls, WI

Telephone: 715.720.6249 **email:** dacarlson@sehinc.com

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 (General Conditions Rev. 12.07.15), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

We will work with the Client to complete the Prospect Data Sheet as required by the Wisconsin Economic Development Corporation (WEDC) for the Community Development Infrastructure Grant program. We will also attend one meeting on site with WEDC staff and one meeting with the City Council to present the grant application. Cost estimates and all engineering design shall be prepared by the Client, or by separate contract.

Schedule: We estimate this project will take 60 days to complete, and we will complete the application before the application due date, currently estimated to be October 1, 2016.

Payment: The lump sum fee \$6,000 including expenses and equipment, payable in two parts with 50% percent due upon submittal of the grant application and 50% only if and when the grant is awarded.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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.

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.

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Short Elliott Hendrickson Inc.

City of Marshfield

By: _____
Andrew Dane
Title: Client Service Manager _____

By: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-2
to Agreement for Professional Services
Between City of Marshfield (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 1, 2016

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. 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 not included in the Lump Sum amount.

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Building a Better World
for All of Us®

MEMORANDUM

TO: Jason Angell
FROM: David Carlson
DATE: May 23, 2016
RE: CDIG projects SEH has assisted Communities with

Chippewa Falls – Riverfront Park Planning

The City of Chippewa Falls was awarded \$50,000 to complete a new riverfront park plan. This park lies at the entrance and crossroads of the downtown, and is a focal point of every person entering the Chippewa Falls downtown. With this funding, the City was able to finalize a riverfront park plan and complete preliminary engineering design of their prioritized project to kick-off the construction of their new park.

Chippewa Falls – Chamber of Commerce Relocation

The City of Chippewa Falls was awarded \$250,000 for the acquisition and removal of a blight and fire-damaged downtown building that was demolished to allow the development of the new Chippewa Falls Area Chamber of Commerce and Chippewa Falls Visitor Center.

Rice Lake – Historic City Hall Rehab and Reuse

The City of Rice Lake was awarded \$260,480 to assist a private developer looking to rehabilitate the old Rice Lake City Hall using historically appropriate design, materials and construction. This facility, which would have otherwise continued to be unused and eventually demolished, is being rehabbed into a destination business that will spur additional consumer spending in downtown Rice Lake.

Osceola – Downtown Utility Improvements for Public Investment

The existing Dick's Fresh Market was completely landlocked and unable to expand except into an existing Village street. The Village of Osceola was awarded \$250,000 to abandon the street and relocate the utilities in it, allowing the downtown Grocery store complete a 17,000 sq. ft. addition.

c:\users\dacarlson\desktop\cdig memo.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10 North Bridge Street, Chippewa Falls, WI 54729-2550
SEH is 100% employee-owned | sehinc.com | 715.720.6200 | 800.472.5881 | 888.908.8166 fax