



VANDEWALLE & ASSOCIATES INC.

June 19, 2025

Agreement for the City of Watertown TID #8 Amendment Services

THIS AGREEMENT is made and entered into by and between the “Client” City of Watertown, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is defined as assisting the City with preparing a boundary Amendment for the Tax Increment District (TID) # 8.

Article I Scope of Work

- A. The scope outlines those tasks to be undertaken by VANDEWALLE & ASSOCIATES and those to be undertaken by the City in order to reduce costs.

VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:

1. Attend meetings/conference calls with City Staff and others as appropriate to determine the redevelopment potential and future values of properties included in the TID, identify potential project costs, and determine an appropriate project schedule.
2. Prepare and maintain a detailed project schedule with dates for all required meetings/hearings and notices, responsible parties, data gathering, document completion, and related administrative tasks.
3. Finalize proposed boundary maps and related tables with property owner names, parcel numbers, addresses, assessed valuations and blight determination for added territory, if required.

4. Prepare increment and project costs projections and coordinate with the City's Independent Registered Municipal Advisor concerning financial feasibility.
 5. Assemble additional information as necessary and prepare a full Project Plan Amendment document consistent with the requirements in the Tax Increment Law with related appendices for City Staff, Plan Commission, Common Council, and Joint Review Council (JRB) review and approval.
 6. Prepare draft notices, taxing jurisdiction letters, and agendas for all public meetings pertaining to TID amendment for the City to finalize and post or transmit as required.
 7. Prepare draft adoption resolutions for the Plan Commission, Common Council, and Joint Review Council for City Staff and attorney to review and finalize.
 8. Provide electronic files of the Project Plans and all other documents to City staff for reproduction and distribution.
 9. Attend and participate in all required public meetings (whether in person or virtual, as determined by the City), which include: a JRB organizational meeting, Plan Commission public hearing, Common Council adoption meeting, and JRB final action meeting. Where possible, multiple in person meetings will be held on the same day in order to expedite the process and minimize costs.
 10. Within 60 days of adoption, transmittal of the Project Plan Amendment, notices, and resolutions to the Wisconsin Department of Revenue for their initial review.
 11. Following certification of the 2025 tax roll, completion of required DOR property value forms for review and finalization by City Staff and assessor and provide follow-up support as necessary.
 12. Organize the final Project Plan Amendment documents with all required appendices and forms suitable for the City's formal submittal to the DOR prior to October 31, 2025.
- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order".
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. Client Staff will reproduce and distribute all documents and correspondence to the Joint Review Council, Plan Commission, Common Council, and the public with appropriate attachments. VANDEWALLE & ASSOCIATES will provide one bound hardcopy of the final Project Plan Amendment documents. Additional hardcopies can be provided through a work order.
- C. Client will finalize and transmit all required notices (drafts to be provided by VANDEWALLE & ASSOCIATES), including Class 1 & 2 notices for publication in the local newspaper, verify that notices appear on the correct dates, and securing Proofs of Publication.
- D. Client will assist in the presentation of the Project Plan Amendments to the Joint Review Council, Plan Commission, and Common Council.
- E. Client will finalize, sign, and submit all required forms and documents to DOR (VANDEWALLE & ASSOCIATES will prepare complete drafts of the required DOR forms and documents).
- F. Client's engineer/surveyor will prepare a legal description of the TID boundaries and also may be asked to provide cost estimates for proposed infrastructure projects.
- G. Client's Independent Registered Municipal Advisor will prepare financial projections that may involve borrowing for inclusion in the Project Plan.
- H. Client's attorney will prepare a legal opinion as to compliance with the statutory TID amendment process.
- I. Client will assist with other tasks as may be necessary to complete the statutory and TID adoption process

Client acknowledges that although VANDEWALLE & ASSOCIATES may provide municipal advice for this Project as defined in Securities and Exchange Rule 15Ba1-1, VANDEWALLE & ASSOCIATES is not an

Independent Registered Municipal Advisor (IRMA) and is, therefore, not subject to the specific rules and fiduciary standard required of an IRMA when providing advice on the potential issuance of municipal securities. Advice, if any, provided by VANDEWALLE & ASSOCIATES to the Client with respect to the issuance of municipal securities shall be discussed with Client's IRMA before taking any action. Should there be questions or concerns about VANDEWALLE & ASSOCIATES' role in this Project, Client shall talk immediately with Client's IRMA and/or seek appropriate legal assistance. In accordance with the above, Client shall provide VANDEWALLE & ASSOCIATES an original, signed copy of a City of Watertown disclosure indicating that Client has retained an IRMA to provide advice for the Project.

- J. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Mason Becker, Manager of Economic Development and Strategic Initiatives.
- K. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name

Title

Name

Title

- L. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lie solely with Client and the vendor or supplier of that hardware or software.

- M. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from July 1, 2025, and be in effect through December 31, 2025, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with the budget for the Project not to exceed \$11,000. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client are divided into these two elements:
1. Professional Fees.
Charged for all Services rendered at current billing rates as listed in Attachment One.
 2. Reimbursable Expenses.

- a. Most will be invoiced at cost, including travel and all in-house charges.
 - b. Some Reimbursable Expenses will be charged at cost multiplied by 1.1. These are limited to items charged through a third party vendor. Examples of these would include: printing, reproduction, and delivery charges.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no

event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, “Work Product” means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).

- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Watertown

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES

By: *Nonna Anderson*

Nonna Anderson, Business Manager

Date

ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$250 <i>to</i> \$350
Principal	\$225 <i>to</i> \$300
Associate	\$130 <i>to</i> \$175
Assistant	\$110 <i>to</i> \$125
GIS Analyst/Cartographer	\$110 <i>to</i> \$125
Communications Specialist	\$70 <i>to</i> \$125
Project Assistant	\$45 <i>to</i> \$75