

CITY OF CHIPPEWA FALLS, WISCONSIN
NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of the:

Committee No. 1
Revenues, Disbursements, Water and Wastewater

Will be held on **Wednesday, June 10, 2026 at 8:30 AM (or immediately following the Committee #2 Meeting), Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

The meeting may be viewed via livestream at
www.chippewafalls-wi.gov/278/City-Council-Meeting-Live-Stream.

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

1. Approval of minutes from May 26, 2026.
2. Discuss funding for Rhyme Printing proposed additions. Possible recommendations to the Council.
3. Discuss funding for possible overlap of Parking Enforcement Hiring/Training. Possible recommendations to the Council.
4. Discuss funding for out-of-state K-9 handler training. Possible recommendations to the Council.
5. Discuss flat-rate billing cost for all outside overtime coverage. Possible recommendations to the Council.
6. Discuss awarding the Casper Park RFP Bid. Possible recommendations to the Council.
7. Discuss and consider wastewater rates for hauled waste (or similar). Possible recommendations to the Council.
8. Discuss uses for League Insurance Safety Equipment Grant. Possible recommendations to the Council.
9. Discuss funding for ambulance remount. Possible recommendations to the Council.
10. Discuss the Treasury Management Services Agreement between the City of Chippewa Falls and Northwestern Bank. Possible recommendations to the Council.
11. 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.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

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 OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on June 4, 2026 at 2:10 pm by BNG.



Item #1

MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
May 26, 2026

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, May 26, 2026, at 8:30 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, Paul Nadreau, and Dan Dixon.

Mayor/Other Council Members present: John Monarski, Jody Marr, Chuck Hull, and Tim Normand.

Others present: Finance Manager/Treasurer Lynne Bauer; Director of Public Works/Utility Manager Brandon Cesafsky; City Planner/Transit Manager Brad Hentschel; Police Chief Ryan Douglas; Fire Chief Brian Tonnancour; Parks, Recreation, and Forestry Director John Jiménez; and City Clerk Bridget Givens.

Call to Order: 8:45 am

1. Approval of minutes from May 12, 2026.

Motion by Dixon/Nadreau to approve the minutes from May 12, 2026. **All present voting aye, motion carried.**

2. Discuss Ambulance Fees and Rate Survey Analysis. Possible recommendations to the Council.

Fire Chief Tonnancour indicated that the last rate survey was presented in 2022 and approved in 2023. He recommends the rate survey be completed every other year to ensure coverage of costs. The rates were reviewed and discussed with Tonnancour noting the rates would be effective upon approval.

Motion by Kiefer/Dixon to recommend Council approve the ambulance fees and rates as proposed by the Fire Chief. **All present voting aye, motion carried.**

3. Discuss funding for Police Department lobby interior door replacement. Possible recommendations to the Council.

Police Chief Douglas indicated the lobby door replacement is Phase II of the ballistic windows project at the department. A quote was received from Rhom Construction in the amount of \$5,525.

Motion by Nadreau/Dixon to recommend Council approve the proposal from Rhom Construction for the Police Department lobby interior door replacement in an amount not to exceed \$5,525 with funding to come from either the Police Department Scrap Account or unspent wages. **All present voting aye, motion carried.**

4. Discuss funding for Police Department Watch Guard (Motorola) video system replacement. Possible recommendations to the Council.

Douglas advised that the five-year contract with Watch Guard (Motorola) is expiring at the end of 2026. An overview of the importance of the technology was provided with the Chief highlighting

the protections for citizens and officers. A timeframe for installation was discussed. The quote is valid through mid-June and the installation would be anticipated for September/October.

Motion by Kiefer/Nadreau to recommend Council approve funding for replacement of the Police Department Watch Guard video system in an amount not to exceed \$161,000 with funding to come from reserves with reimbursement from the 2026 borrowing proceeds. **All present voting aye, motion carried.**

5. Discuss Riverfront riprap stabilization and ped/bike path improvement. Possible recommendation to the Council.

Parks, Recreation, and Forestry Director Jimenez noted that this was previously brought to the Committee for discussion. Jimenez worked with the City Engineer relative to repair options and whether or not the City could complete the work internally. Based upon cost, it was recommended to proceed with the estimate from Dahlby Conservation Services. The Committee indicated their desire to have multiple estimates where possible.

Motion by Kiefer/Dixon to recommend Council approve the Riverfront riprap stabilization and ped/bike path improvement project in the amount of \$68,880 utilizing TIF Funds. **All present voting aye, except Nadreau who voted no, motion carried.**

6. Discuss Allen Park RFP. Possible recommendation to the Council.

Jimenez presented a draft Request for Proposals (RFP) for engineering and design services for Allen Park. Concerns were expressed with funding for options included in the proposed improvements such as a refrigeration system and the ability to build a warming structure in the floodplain.

Motion by Dixon/Nadreau to recommend Council approve the RFP for Allen Park. **All present voting aye, motion carried.**

7. Motion by Nadreau/Kiefer to go into Closed Session at 9:15 am under Sec. 19.85 (1) (c), Wis. Stats. for "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" to: a) Discuss benefits/compensation for Director of Public Works/Utility Manager; and to include the Council, Mayor, City Attorney, Bauer, Loff, Cesafsky, and Givens; may return to Open Session for possible action on Closed Session item.

Roll Call Vote: Aye – Nadreau, Kiefer, Dixon. Motion carried.

The Committed discussed item (a) above.

Motion by Kiefer/Nadreau to return to Open Session at 9:19 am. **Roll Call Vote: Aye – Kiefer, Nadreau, Dixon. Motion carried.**

Motion by Kiefer/Dixon to recommend Council approve the recommendation of Committee #2 with funding to come from unspent wages. **All present voting aye, motion carried.**

8. Adjournment.

Motion by Nadreau/Dixon to adjourn at 9:21 am. **All present voting aye, motion carried.**

Minutes submitted by,
Rob Kiefer, Chair

Item #2

DATE: _____
ORGANIZATION NAME: City of Chippewa Falls
SHERPA PROPOSAL NAME: Missing Items

Additional Products & Services			
PaperCut	\$	-	\$
Check Back or MDF	\$	-	\$
Other (Identify)	\$	-	\$
Total Hardware	\$	13,068.93	\$ 47.63
Total Cost and Lease Payment	\$	13,068.93	\$ 47.63
Total MA	\$	-	
Total Bundled Payment	\$	13,068.93	\$ 47.63

LOCATION NAME	Make	Model	Quantity	Pricing Program	Selling Price Each	Selling Price Total	60 Month Lease
Recycling-Swap	Sharp	BP71C45	1	2024 NASPO	\$ 1,793.38	\$ 1,793.38	\$ 39.63
Recycling-Swap	Sharp	MXPN15B	1	2024 NASPO	\$ 361.61	\$ 361.61	\$ 7.99

Item #2

Item #2

DATE: _____
ORGANIZATION NAME: City of Chippewa Falls
SHERPA PROPOSAL NAME: Missing Items

Additional Products & Services	
PaperCut	\$ - \$ -
Check Back or MDF	\$ - \$ -
Other (Identify)	\$ - \$ -
Total Hardware	\$ 20,175.55 \$ 204.68
Total Cost and Lease Payment	\$ 20,175.55 \$ 204.68
Total MA	\$ -
Total Bundled Payment	\$ 20,175.55 \$ 204.68

LOCATION NAME	Make	Model	Quantity	Pricing Program	Selling Price Each	Selling Price Total	60 Month Lease
Main Library	Sharp	BPEB10	1	2024 NASPO	\$ 49.54	\$ 49.54	\$ 1.09
Library Main	PaperCut	PaperCut-Printing	1	Government	\$ 9,212.07	\$ 9,212.07	\$ 203.59
					\$ -	\$ -	\$ -

Item #2

Items 3, 4 + 5

Lynne Bauer

From: Ryan Douglas
Sent: Friday, May 29, 2026 9:25 AM
To: Lynne Bauer
Subject: RE: June 10th Committee #1 and Committee #2 Meetings

Good morning Lynne,

I have three items to address at Committees on June 10th:

- Discuss funding for possible overlap of Parking Enforcement Training/Hiring
 - o With any luck we can fill the position while Amber is still employed. If not, this is a moot point.
 - o Funding from Unspent Wages
- Discuss new K9 Handler Training
 - o Will be out-of-state training with Sheldahl in New Mexico (same as Leo)
 - o Requesting his Per Diem be paid in lump sum prior to departure
 - He will be taking department vehicle
 - Training is scheduled for 6 weeks
 - Discuss increased funds due to location and economy
- Discuss Flat-Rate cost for all outside Overtime coverage
 - o Currently charging \$70/hr (wages and benefits)
 - o Increase to an allowable rate based on averages

Ryan Douglas

Chief of Police
(715) 720-4189
www.chippewafalls-wi.gov/police

Chippewa Falls Police Department
210 Island Street
Chippewa Falls, WI 54729



Integrity Compassion Commitment

From: Lynne Bauer <lbauer@chippewafalls-wi.gov>
Sent: Thursday, May 28, 2026 4:56 PM
To: Council Members - City <CityCouncilMembers@chippewafalls-wi.gov>; Department Heads and Managers - City <DeptHeadandManagers@chippewafalls-wi.gov>
Subject: June 10th Committee #1 and Committee #2 Meetings

Good Afternoon-

Committee #1 and Committee #2 will be meeting on Wednesday, June 10th. Please get agenda items and attachments to me no later than Wednesday, June 3 at 4:00 PM. Thank you!

PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES

PREPARED FOR:

CITY OF CHIPPEWA FALLS
CASPER PARK MAINTENANCE GARAGE

PREPARED BY:



3300 Birch St. Suite 1A
Eau Claire, WI 54703

715.832.0875 / www.rivervalleyarchitects.com
[linkedin.com/company/rivervalleyarchitects](https://www.linkedin.com/company/rivervalleyarchitects)



EAU CLAIRE, WI | RIVER FALLS, WI | AURORA, CO

April 30, 2026

City of Chippewa Falls
Attn: John Jimenez
Director of Parks, Recreation and Forestry

Re: Casper Park Maintenance Building – Statement of Interest

Dear Selection Committee,

RVA is pleased to submit our interest in providing engineering and design services for the Casper Park Maintenance Building. With extensive experience supporting municipal park systems and maintenance operations, our team understands the importance of delivering practical, durable, and cost-effective facilities that support day-to-day operations.

We have partnered with communities throughout the region to design maintenance buildings, storage facilities, and park support spaces that balance efficiency, longevity, and budget. Our experience includes facilities that integrate staff space, restrooms, and cold storage within compact footprints—designed with clear functionality, durable materials, and low lifecycle costs in mind. We understand the demands placed on these buildings and design accordingly for Wisconsin's climate and year-round use.

RVA will work closely with City staff to confirm project goals, evaluate site considerations, and develop a solution that aligns with operational needs and budget expectations. Our team is well-versed in State of Wisconsin plan approvals, municipal coordination, and competitive bidding requirements, allowing us to guide the project seamlessly from concept through construction.

Our approach emphasizes clear communication, efficient design, and buildable construction documents. We also provide focused construction-phase support to help ensure the project is delivered as intended.

We appreciate the opportunity to be considered for this project and believe our park-focused experience and practical approach make us a strong partner for the City of Chippewa Falls. We look forward to the opportunity to collaborate with your team.

Sincerely,

A handwritten signature in dark ink that reads 'Jamey A. Bowe'. The signature is fluid and cursive, with the first name 'Jamey' being more prominent.

Jamey Bowe
President | Principal Architect
jamey@rivervalleyarchitects.com
715.832.0875

April 30, 2026

Date

OVERVIEW & EXPERIENCE



FIRM OVERVIEW:

Founded in 2008, River Valley Architects, Inc. (RVA) is a collaborative architectural firm serving municipal, civic, and commercial clients throughout the Midwest. With about 40 professionals across offices in Wisconsin and Colorado, RVA provides responsive, continuous support through planning, design, and construction. Our extensive experience in municipal and maintenance facilities positions us to successfully deliver the Casper Park Maintenance Building on time, within budget, and with a high level of service.

TEAM EXPERIENCE & CAPABILITIES:

RVA brings focused expertise in municipal facilities, park systems, and maintenance buildings that directly aligns with the Casper Park Maintenance Building. Our experience includes site evaluation, building and system design, construction documentation, cost estimating, and coordination with State of Wisconsin approvals, supported by a dedicated Coordinator as the primary point of contact. Through practical, durable, and cost-effective design and clear coordination through bidding and construction, RVA delivers reliable service and successful outcomes.



JAMEY BOWE

PRINCIPAL ARCHITECT | PRESIDENT



ADAM BERG

PROJECT
COORDINATOR



MARK TUPA

SENIOR STRUCTURAL
ENGINEER



GRIFFIN SPINDLER

TECHNICIAN



PROJECT UNDERSTANDING

CASPER PARK MAINTENANCE BUILDING

RVA understands that the City of Chippewa Falls is seeking professional engineering and design services to deliver a new approximately 30–36' x 60' maintenance building at Casper Park. The facility will support park operations and is anticipated to include restroom facilities, a staff break/meeting space, and cold storage. The project requires full design and engineering services, preparation of bidding documents, coordination with the State of Wisconsin for plan approvals, and limited construction-phase services.

This project represents a critical investment in the City's park infrastructure which will provide a centralized, functional, and durable facility to support daily maintenance operations, staff needs, and equipment storage. The building must be efficient in layout, cost-effective to construct, and resilient to year-round use and Wisconsin climate conditions.

KEY PROJECT CONSIDERATIONS

Functional Layout & Operations

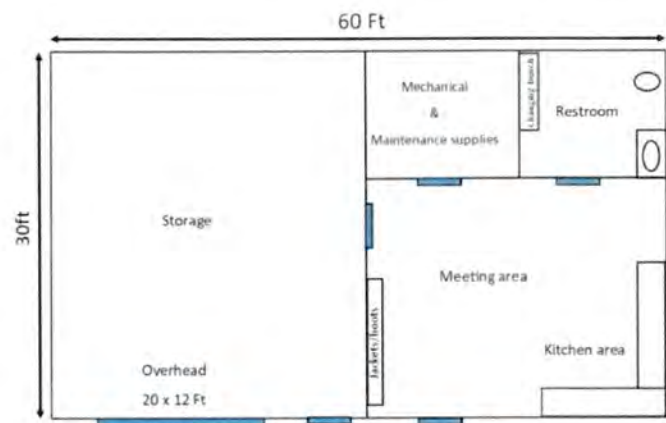
The building will need to balance multiple uses within a compact footprint. Clear separation between conditioned spaces (restroom and staff areas) and unconditioned cold storage will be important to maintain efficiency and durability. Circulation for staff and equipment, ease of access, and flexibility for evolving maintenance needs will be key drivers in the layout.

Durability & Maintenance

Given the nature of park maintenance operations, materials and systems must be selected for longevity and minimal upkeep. The design should prioritize robust construction, simple detailing, and systems that perform reliably under heavy use and seasonal exposure.

Site Integration

Final building siting within Casper Park will require coordination with City staff to account for access, utilities, grading, drainage, and proximity to existing park infrastructure. Consideration should also be given to minimizing disruption to park operations and preserving the character of the site.



PERMITTING & APPROVALS

RVA understands that the project will require State of Wisconsin building plan approvals, as well as compliance with all applicable local, state, and building code requirements. Early coordination and complete, well-documented submittals will be critical to avoiding delays.

Potential considerations include:

- State building plan review timelines
- Plumbing and restroom code requirements
- Accessibility (ADA) compliance
- Utility connections and any required agency coordination

SCHEDULE

The City has identified an aggressive project schedule, with construction anticipated to begin June 1, 2026. Meeting this timeline will require an efficient and well-coordinated design process, including:



RVA recognizes the importance of maintaining momentum and will proactively manage deliverables and communication to support this schedule.

POTENTIAL CHALLENGES & CONSIDERATIONS

- 1 SITE UNKNOWNNS**
Existing site conditions, including solid, utilities, and drainage, may impact design and cost. Early investigation and coordination will be important to mitigate risk.
- 2 BUDGET ALIGNMENT**
As a compact municipal project, maintaining alignment between design and budget will be critical. Cost-conscious decision-making and early estimating will help avoid redesign.
- 3 COORDINATION & APPROVALS**
Delays in approvals or incomplete information can impact schedule. Clear communication and thorough documentation will be essential.
- 4 CONSTRUCTION TIMING**
Starting construction in early summer is advantageous, but procurement timelines and contractor availability should be considered to avoid delays

SUMMARY

RVA understands that this project requires a practical, efficient, and durable solution that supports the City's park operations while meeting budget and schedule expectations. Our approach will focus on delivering a straightforward, buildable design that aligns with operational needs, simplifies construction, and provides long-term value to the City.



JAMEY BOWE, AIA
PRESIDENT/PRINCIPAL ARCHITECT

Associate of Science in Architectural/Commercial Design – N.T.I.

As Co-Founder and Principal Architect of River Valley Architects, Jamey brings 25+ years of experience, providing strategic oversight, guiding design, and ensuring quality, coordination, and alignment with project goals, budget, and schedule.

RELEVANT EXPERIENCE

- Carson Park Stadium Improvements & Dugout Expansion, Eau Claire, WI
- Riverland Energy Cooperative, Holmen, WI
- City of New Richmond - Public Service Building, New Richmond, WI
- Phoenix Park Pavilion & Storage Facilities, Eau Claire, WI
- Altoona High School Athletic Fields, Altoona, WI
- Menomonie School District Athletic Facilities, Menomonie, WI
- Hobbs Ice Arena, Eau Claire, WI
- UW Eau Claire Feasibility Study, Eau Claire, WI
- Bowlwinkles, Eau Claire, WI
- Lake Hallie Pickleball Pavillion, Lake Hallie, WI



ADAM BERG
PROJECT COORDINATOR

Associate Degree of Applied Science, Architectural Structural Design from Chippewa Valley Technical College.

With over five years of experience on institutional and public projects, Adam specializes in code analysis and design execution, balancing design intent with functional, regulatory, and budget requirements from planning through construction.

RELEVANT EXPERIENCE

- Carson Park Dugout Expansion, Eau Claire, WI
- Bowlwinkles, Eau Claire, WI
- Lake Hallie Pickleball Pavilion, Lake Hallie, WI
- The Guild Apartments, Eau Claire, WI
- Cannery Square Apartments, Eau Claire, WI
- Dairyland Power - ISFSI Admin Building, Genoa, WI
- Dairyland Power - Transmission Substation Control Building, Numerous Locations
- Dairyland Power - Harmony, MN Outpost
- Dairyland Power - Print Service Building, La Crosse, WI



GRIFFIN SPINDLER
TECHNICIAN

Associate Degree of Applied Science, Architectural Commercial Design from Northwood Technical College

Griffin brings experience in historic preservation and athletic facility design. As project technician, he supports drafting, evaluates existing conditions, and integrates preservation and code requirements to deliver functional, performance-driven spaces.

RELEVANT EXPERIENCE

- Carson Park Stadium Improvements & Dugout Expansion, Eau Claire, WI
- Dairyland Power, Transmission Substation Control Building, Numerous locations
- Cornell High School, Cornell, WI
- Hobbs Ice Arena, Eau Claire, WI
- UW Eau Claire Feasibility Study, Eau Claire, WI
- Sacred Heart Redevelopment Planning, Eau Claire, WI



MARK TUPA
SENIOR STRUCTURAL ENGINEER

University of North Dakota School of Engineering and Mines, Bachelors of Science - Civil Engineering & Masters of Engineering - Structural Engineering, Grand Forks, ND

Mark leads analysis and system design, delivering efficient, code-compliant solutions and coordinating seamlessly from concept through construction.

RELEVANT EXPERIENCE

- The Brewing Project Addition & Remodel, Eau Claire, WI
- Tattersall Distilling, River Falls, WI
- WESTconsin Credit Union, Prescott, WI
- 120 Chippewa, Chippewa Falls, WI
- River Prairie Multi-Tenant, Altoona, WI
- Baldwin Truck Plaza, Baldwin, WI
- Do Be Kind Dispensary, La Crescent, MN
- Westconsin Credit Union Corporation Office, Menomonie, WI

ADVANCED ENGINEERING CONCEPTS

Advanced Engineering Concepts (AEC) is a civil and municipal engineering firm delivering practical, cost-effective solutions for projects of all sizes across the Midwest. With a hands-on, client-focused approach, AEC partners with owners, architects, and builders from concept through construction—providing efficient, timely, and detail-driven engineering services. Their experienced team emphasizes collaboration, responsiveness, and smart design strategies to deliver projects that meet budget, schedule, and long-term performance goals.

PERSONNEL



SEAN P. BOHAN, P.E. JUNIOR/SENIOR ENGINEER

QUALIFICATIONS

- University of Wisconsin-Madison Bachelor of Science Degree in Biological Systems Engineering, 1996 Bachelor of Science Degree in Natural Resources, 1991
- 30 years of engineering experience
- Specializing in site design and water resource engineering
- Registered Engineer: WI License #36096-6, MN License #46834, IA License #P20438, MI License #6201057604, IL License #062-06066



KEVIN STRELCHECK, P.E. LEAD ENGINEER

QUALIFICATIONS

- Washington State University Bachelor of Science Degree in Civil Engineering, 2018 Bachelor of Science Degree in Biology, 2012
- 8 years of engineering experience
- Specializing in site design and project management
- Registered Engineer: WI License #101250-6, MN License #63633, MI License #6201312994

SALAS O'BRIEN

Salas O'Brien is a multi-disciplinary engineering and consulting firm with 1,350+ professionals across 52 North American offices, specializing in sustainable, energy-efficient solutions tailored to client needs. We bring the expertise, partnerships, and integrated approach needed to deliver complex, high-performing projects that are reliable, resilient, and cost-effective—supporting both immediate priorities and long-term goals while reducing operational costs and carbon impact.

PERSONNEL



TIM COACH VICE PRESIDENT PLUMBING, ENERGY, AND FIRE PROTECTION DESIGNER

QUALIFICATIONS

- 20+ years of industry experience
- Bachelor of Science, Electrical Engineering, University of Minnesota
- Professional Engineer – Electrical; 30 states (WI #41292-6)

SELECTED PROJECT EXPERIENCE

- Pattison State Park, Superior, WI
- Hunt Hill Audubon Sanctuary SARONA, WI
- Chippewa County CHIPPEWA FALLS, WI



CORY STROH ASSOCIATE VICE PRESIDENT - SENIOR ELECTRICAL ENGINEER

QUALIFICATIONS

- 20+ years of industry experience
- Bachelor of Science, Electrical Engineering, University of Minnesota
- Professional Engineer – Electrical; 30 states (WI #41292-6)

SELECTED PROJECT EXPERIENCE

- Pattison State Park, Superior, WI
- Hunt Hill Audubon Sanctuary SARONA, WI
- U.S. Fish and Wildlife Service - Big Stone National Wildlife Refuge ODESSA, MN

PROJECT EXPERIENCE & REFERENCES

The following is a list of municipal, government and commercial projects completed by River Valley Architects that have similar qualities of the project being proposed by the The City of Chippewa Falls.

What isn't shown in this list is our history and extensive returning client list. Nearly 90% of our current clients are returning clients who began working with us decades ago. Our clients continue to return to us because of our quality in design, our vast knowledge of their needs and the construction industry, and our excellent communication skills and client service.

Chippewa County

- Courthouse, Contamination
- Courthouse Building Remodel
- Office Building
- Paint Creek Bridge, County Hwy XX
- Law Enforcement Center Expansion
- Law Enforcement Center Storm
- Sewer Separation
- Law Enforcement Center Day
- Room Expansion
- Courthouse & Law Enforcement
- Center Remodeling
- Dispatch-911 Relocation Study
- Courthouse Space Study

Eau Claire County

- County Jail
- Law Enforcement Center &
- Government Center Remodel
- City Space Needs Study
- Courthouse, Oxford Ave
- ADRC & Veterans
- Reception Center
- Banbury Place Huber Facility

City of Eau Claire

- Carson Park, Stadium Upgrades
- Carson Park Press Box Window
- Replacement
- Eau Claire City Hall
- City Hall Study
- Central Maintenance Facility
- Study
- Vine Street Fire Station
- Starr Avenue Fire Station
- Parking Ramp
- Convention Center & Parking Ramp
- Multi-Use Arena Study
- Central Maintenance Facility
- Railroad Retaining Wall
- Lighting Improvements
- Central Maintenance Facility
- Parking Deck Maintenance
- Law Enforcement Office

City of New Richmond

- Public Works Building

Eau Claire City Hall

- South Entry

Department of Natural Resources

- Ranger Station Storage Building
- at Rhinelander

Taylor County

- Courthouse
- Addition to Highway Shop

Town of Eagle Point

- Fire Station / Garage

Northern Wisconsin Center

- Chippewa Falls, WI

City of Chippewa Falls

- Fire Station Study
- Fire & Police Station Study

Dunn County

- Courthouse Study
- Highway Commission, Cold
- Storage Building
- Shop Sound Control
- Salt Storage Building
- Rock Falls Equipment Garage

RIVERLAND ENERGY COOPERATIVE HOLMEN, WI



PROJECT OVERVIEW:

Riverland Energy had outgrown their outpost facility located in Onalaska, Wisconsin, and decided to relocate to the newly developed King's Bluff Business Park in the Village of Holmen, Wisconsin. The new facility includes an office of approximately 5,000 square feet together with 14,000 square feet of garage and warehouse space. Also included at this facility are a full pole yard and a separate cold storage garage for equipment storage.

CARSON PARK STADIUM UPGRADES

EAU CLAIRE, WI



PROJECT DESCRIPTION

River Valley Architects is partnering with the City of Eau Claire to enhance the city's baseball facilities. This project involves expanding the existing dugouts to better accommodate the University of Wisconsin–Eau Claire baseball team and the Eau Claire Express. Through thoughtful design and collaboration with the city, RVA is helping create a functional, welcoming, and modernized athletic space that supports both community and collegiate sports.

PHOENIX PARK

EAU CLAIRE, WI



PROJECT DESCRIPTION

Phoenix Park, located in downtown Eau Claire at the confluence of the Chippewa and Eau Claire Rivers, features two key public structures: the Trailhead Building and the Farmers Market. The 2,500-square-foot Trailhead Building provides restrooms, drinking fountains, bike amenities, and visitor information, designed to reflect the area's historic character.

The Farmers Market structure offers over 10,000 square feet of covered vendor space, enhanced with natural light through skylights. The park also includes gathering spaces such as Confluence Plaza, Celebration Plaza, and an outdoor amphitheater, creating a vibrant, multi-use community destination.

FEE & REFERENCES

PROJECT UNDERSTANDING:

RVA understands that the City of Chippewa Falls is seeking professional engineering and design services to deliver a new approximately 30–36' x 60' maintenance building at Casper Park. The facility will support park operations and is anticipated to include restroom facilities, a staff break/meeting space, and cold storage. The project requires full design and engineering services, preparation of bidding documents, coordination with the State of Wisconsin for plan approvals, and limited construction-phase services.

B. ANTICIPATED SCHEDULE:

Based on the project understanding and the services requested, we propose the following schedule:

1.) Notice to Proceed with Architectural Services	May 19, 2026
2.) Schematic Design Services	2 to 4 Weeks
3.) Design Development Services	2 to 4 Weeks
4.) Construction Documents Services	4 to 6 Weeks
5.) Bidding and Approval Services	2 to 4 Weeks

The timeframes identified above are approximate based on our past experience with similar projects and known information about the project. We will make every reasonable effort to accommodate the Client's project schedule with specific dates to be determined.

C. PROFESSIONAL DESIGN FEES:

Based on the aforementioned Project Understanding herewith as well as our discussions professional design fees for this project are estimated at:

Architectural	\$19,390
Structural	\$5,160
Civil	\$2,900
PME	\$26,500
TOTAL:	\$53,950

D. AGREEMENT:

If all terms are agreeable as stated above, River Valley Architects will draft an AIA Standard Form of Agreement Between the Client and Architect.

REFERENCES

EAU CLAIRE PARKS,
RECREATION & FORESTRY

PATRICK NEWKIRK
RECREATION & FACILITIES MANAGER

915 Menomonie Street,
Eau Claire, WI 54703
patrick.newkirk@eauclairewi.gov
(715) 839-5070

DIVISION OF FACILITIES
DEVELOPMENT, WISCONSIN
DEPARTMENT OF ADMINISTRATION

RAIVO BALCIUNAS,
ARCHITECT | PROJECT MANAGER

101 E Wilson Street
Madison WI, 54707
raivo.balciunas@wisconsin.gov
(608) 225-3634

RURAL ELECTRIC SUPPLY
COOPERATIVE (RESCO)

MATT BANDRUP
PRESIDENT & CEO

1509 Pine Street,
Stanley, WI 54768

MBrandrup@resco1.com
(608) 358-5556



PROPOSAL & STATEMENT OF QUALIFICATIONS

Engineering and Design Services for City of Chippewa Falls Maintenance Building

Chippewa Falls, Wisconsin

April 30, 2026



DIMENSION 
— Madison Design Group

architecture · interior design · planning



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April 30, 2026

Mr. John Jimenez
City Director of Parks, Recreation and Forestry
City of Chippewa Falls

sent via email: jjimenez@chippewafalls-wi.gov

RE: RFP Casper Park Maintenance Building

Dear Mr. Jimenez:

Thank you for the opportunity to submit our qualifications and proposal for engineering and design services for the Casper Park Maintenance Building project. Dimension IV, with staff based in Madison and Wausau and in collaboration with APEX Engineering and Strategic Structural Design, welcomes the opportunity to support the City of Chippewa Falls in the planning, design, and delivery of this important municipal facility.

Our firm brings extensive experience delivering municipal buildings throughout Wisconsin, including maintenance, operations, and public works facilities that demand durability, efficient operations, and careful cost control. Our team understands the functional requirements of park and maintenance operations and the importance of integrating support facilities thoughtfully within active public spaces and established park environments. We are currently working with Kenosha County on the design of a golf and parks maintenance facility, and are also designing a similar facility for the Madison Department of Public Works, providing current, hands-on experience that is directly applicable to the needs of the Casper Park project.

We emphasize a collaborative and disciplined design process grounded in clear communication and early alignment on scope, budget, and schedule. Our approach centers on close coordination between the City and our consultant team throughout design, bidding, and construction administration, supporting informed decision-making, minimizing risk, and maintaining project momentum.

Together with our engineering partners, we offer significant experience evaluating and designing facilities utilizing pre-engineered metal building (PEMB) systems as well as conventional structural solutions. This expertise allows us to objectively assess options based on constructability, procurement timelines, cost, and long-term performance. Our work routinely includes cold storage requirements, equipment and vehicle storage, and secure support spaces essential to efficient Parks Department operations.

Dimension IV Madison Design Group is an employee-owned firm with a staff of 18 professionals dedicated to public-sector work. Our size allows us to provide consistent senior-level involvement throughout all phases of a project while remaining responsive to our municipal clients. We are committed to applying this experience and focus to support the successful delivery of the Casper Park Maintenance Building.

Thank you for your consideration. Please feel free to contact me with any questions or requests for additional information. We look forward to the opportunity to work with the City of Chippewa Falls.

Sincerely,



A. James Gersich, AIA
Architect/Principal
jgersich@dimensionivmadison.com
608.829.4453

6515 Grand Teton Plaza, Suite 120
Madison, Wisconsin 53719

p 608.829.4444

l 608.829.4445

dimensionivmadison.com

Project Understanding & Approach

The City of Chippewa Falls is planning a new maintenance building at Casper Park to support Parks Department operations, equipment storage, and staff needs. Our team understands the site, operational, and long-term considerations associated with delivering a durable and functional facility within an active park environment.

While a preferred location within Casper Park may emerge, we would assess alternative sites based on environmental preservation, use of existing access routes and maintenance paths, availability of utilities, construction access, and minimizing disruption to park users while ensuring reliable long-term operations.

We bring experience evaluating cost-effective building and structural systems, including pre-engineered metal buildings and conventional framing methods, with consideration given to cost, schedule, constructability, and seasonal impacts. Construction documents will address construction phasing and temporary conditions, including site access and early foundation work to accommodate long-lead systems, along with full coordination of mechanical, electrical, and security infrastructure.



Village of Windsor Public Works & Parks –
Windsor, Wisconsin

Walking through the entire design and construction process the following key points will be accomplished:

Pre-Design

■ Kick-off Meeting

Face-to-face meetings will be utilized whenever possible throughout all design phases. Some meetings may be conducted in a hybrid format for those who, on short notice, are unable to attend in person. All meetings will be agendaized in advance, and the Project Manager will personally document and distribute all meeting notes.

■ Project Schedule and Budget Alignment

We will review a first-pass project schedule with City staff. While the schedule will evolve over time, it will establish target dates and tasks such as deliverables, key meetings and presentations, approval submittal dates, and anticipated construction phases and durations. Establishing budget expectations at the outset supports a realistic and affordable design.

■ Existing Condition Verification

Field verification of existing site conditions and existing equipment will initiate the Revit-based building information modeling (BIM) process and inform early design decisions.

■ Program Development and Space Needs

Identification of space needs is the first step in the design process. We will not ignore the sketch plan included in the RFP, but rather advance it through face-to-face staff meetings, followed by documentation such as meeting notes or summary spreadsheets.

■ Concept Development and Cost Evaluation

For early concepts, we apply a master planning approach to establish staff-level consensus before advancing into Preliminary Design. Deliverables will include a total project cost estimate encompassing construction costs, furniture, low-voltage and audio-visual systems, professional fees, and contingency allowances.

Project Understanding & Approach *continued*

Preliminary Design

■ Design Development Deliverables

All required disciplines will prepare drawings and outline specifications for the 50 percent and 99 percent design deliverables.

■ Ongoing Coordination Meetings

Face-to-face meetings and coordination touchpoints will continue throughout the Preliminary Design phase.

■ Presentation and Park Board Updates

Presentations will be provided as needed, and updates to the Parks, Recreation, and Forestry Department Park Board, typically conducted monthly, may be provided virtually if desired.

■ Incorporation of Owner Review Comments

Owner review comments on the 99 percent design set will be reviewed and incorporated into the early Construction Documents.

■ Ongoing Coordination Meetings

Face-to-face meetings and coordination touchpoints will continue throughout the Final Design phase.

■ Presentations and Park Board Updates

Presentations will be provided as needed, and Park Board updates, typically conducted monthly, may be provided virtually.

■ Incorporation of Owner Review Comments

Owner review comments on the 99 percent design set will be reviewed and incorporated into the Construction Documents prior to issuance of the Class 2 Notice, or Advertisement for Bids. Addenda will be prepared and issued as necessary.

■ Regulatory Review and Approvals

Construction Documents will be submitted to the Wisconsin Department of Safety and Professional Services (DSPS) for conditional approval.

■ Bidding Services

A Pre-Bid Conference will be conducted at the project site with interested contractors and vendors. Bid opening services will include documenting bids received and providing a written recommendation for award of the construction contract. Preparation of the AIA A101 construction contract is included.

Final Design (CDs for approvals, bidding and construction)

■ Final Design Deliverables

All required disciplines will prepare drawings and final specifications for the 50 percent deliverable, issued without specifications, and the 99 percent deliverable, which will include the full Project Manual and finalized material and color selections.



Rutland Town Hall/Garage – Rutland, Wisconsin

Project Understanding & Approach *continued*

Construction Administration

■ Pre-Construction Conference

A Pre-Construction Conference will be conducted to review project requirements, construction phasing, temporary conditions, and site logistics, including temporary fencing and access coordination.

■ Construction Observations and Progress Meetings

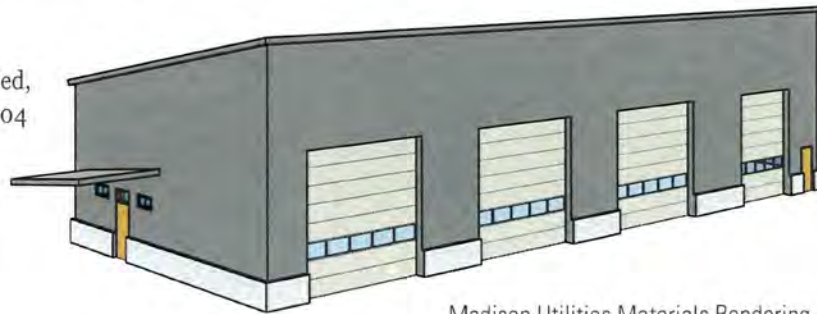
As requested, three (3) face-to-face observations of the Work in progress will be performed, with written field reports provided following each visit. Monthly Owner-Architect-Engineer-Contractor progress meetings will be conducted virtually and will include review of contractor pay applications.

■ Construction Phase Services

Active participation will be provided in responding to contractor requests for information (RFIs), preparation of construction bulletins and change orders, if required, and review and processing of contractor submittals.

■ Substantial Completion

Punch list services will be provided, including issuance of the AIA G704 Certificate of Substantial Completion. Follow-up will be provided as needed to address punch list items to completion.



Madison Utilities Materials Rendering –
Madison, Wisconsin

Post-Construction Follow Up

■ Warranty Period and Support

We typically specify a two-year warranty for new building construction. During the 24-month warranty period, we will visit with the Owner as needed to assist in resolving any remaining or emerging punch list items.

■ Final Warranty Review

In the twenty-third month of the warranty period, we will conduct a final punch list review with the Owner and follow up with the contractor to ensure identified items are resolved prior to expiration of the warranty.

■ Ongoing Availability

Following completion of the warranty period, we remain available to assist the City with any future questions or issues related to the facility.

Our team understands the City's anticipated project schedule and is prepared to support a summer or fall bidding period to allow for a timely construction start. Based on our experience with similar municipal facilities, the following durations are representative of an efficient and achievable project schedule.

Schedule	
Task	Duration
Pre-Design/Masterplan	2 Weeks
Preliminary Design including review periods	2 Weeks
Final Design/CDs including review, ready for bidding	3 Weeks
Bidding to Contract award	6 Weeks
Construction to Date of Substantial Completion	6-8 Months
Warranty Period	2 Years

Consultant Abilities and Expertise

Our team brings extensive experience providing architecture and engineering services to Wisconsin municipalities, with a focused practice on civic and governmental facilities. We regularly work with local governments, boards, commissions, committees, and user groups and are experienced in navigating public-sector processes, decision-making, and approvals in an efficient and transparent manner.

We offer comprehensive professional services directly aligned with the City's project requirements, including architectural design, planning, site planning and design, space needs assessment, cost estimating, project management, and construction administration. Our integrated approach allows us to coordinate building systems, site considerations, and operational requirements while maintaining clear accountability and continuity throughout all phases of the project.

Our team is highly skilled in facilitating collaborative and consensus-based design processes. We understand the importance of effectively incorporating input from City staff, operational users, and review bodies into the

design process and are experienced in translating that input into practical, buildable solutions. This strength is particularly relevant for park-based and publicly visible projects, where stakeholder coordination and clarity of communication are essential to project success.

We bring demonstrated expertise in evaluating building systems, site constraints, and procurement considerations to support cost-effective municipal facilities. This includes the ability to objectively assess structural options, site constraints, and building strategies based on schedule, procurement considerations, and long-term performance. Our experience supports informed decision-making that aligns design intent with operational needs and available resources.

Together, these qualifications position our team to provide the professional services required to successfully plan, design, and deliver the Casper Park Maintenance Building in a manner consistent with the City of Chippewa Falls' goals, schedule, and budget.



Shawano Municipal Utilities – Shawano, Wisconsin

Key Personnel

To ensure the success of your project, we have assembled an experienced team that has a passion for the development of quality work environments and is committed to the success of our clients. This team is committed for the duration of the project. Additional staff will be assigned as needed to get the project done in a timely manner.



**A. James Gersich, AIA,
PLA, WRID**

**Principal-in-Charge /
Project Manager**

Jim Gersich will serve as Principal-in-Charge and Project Manager, providing overall project leadership,

consultant coordination, and budget and schedule oversight. He brings extensive experience delivering municipal maintenance, operations, and public facilities throughout Wisconsin and will remain the City's primary point of contact through construction completion.



**David Oberbeck, AIA
Project Architect /
Construction Administrator**

David Oberbeck is based in Wausau and will serve as Project Architect and Construction Administrator, leading architectural design

and technical coordination. He brings more than 35 years of experience delivering community, governmental, and operations-focused facilities, with a strong understanding of building codes, life-safety requirements, and construction systems.



**Bibiana Lightfoot
Job Captain /
Project Designer**

Bibiana Lightfoot, also located in Wausau, will serve as Job Captain, supporting the project from preliminary design through construction.

She coordinates architectural documentation, BIM production, and consultant integration to help ensure clear, well-coordinated construction documents.

MEP Consultant

APEX Engineering (Eau Claire, WI) will provide mechanical, electrical, and plumbing engineering services for the project. The firm specializes in HVAC, plumbing, and electrical system design for municipal and public facilities and brings extensive experience supporting projects from evaluation through construction.



**Justin Musser P.E.
Project Manager**

Justin Musser will serve as Project Manager for the APEX Engineering team.

He is a mechanical engineer with 24 years of experience in HVAC design for public,

commercial, and industrial facilities and is licensed as a Professional Engineer in eight states.

Structural Consultant

Strategic Structural Design (SSD) (Madison, WI) will provide structural engineering services for the project. The firm brings experience supporting building design through collaborative coordination and delivers practical, well-integrated structural solutions aligned with project scope, schedule, and budget.



**Michael Leiferman, PE, LEED
AP
Principal / Structural Engineer**

Michael has over 30 years of experience in the design, manufacturing, and construction of buildings. He is dedicated to ensuring that

the structural system design is cost effective, both in terms of material costs and constructability.

Specific Abilities and Expertise

Having recently worked on the Dane County Parks maintenance buildings, the Windsor Fireman's Park facilities, and the currently underway Kenosha County Golf Maintenance Facility and associated Parks Maintenance Building, our team brings hands-on experience with park operations and related equipment planning, including the following considerations:

- Cold storage may be truly ambient, which can reach minus 20 degrees Fahrenheit during winter, or semi-heated, typically maintained at no less than 40 degrees Fahrenheit.
- Truly cold storage conditions can result in condensation and slippery concrete floor surfaces; therefore, complete under-slab insulation is critical.
- When cold storage is used for lawn-care equipment, such as reel mowers, maintaining a minimum temperature of 40 degrees Fahrenheit during winter improves reliability and extends the life of small engines.
- Meeting rooms, depending on size and occupant load, may require separate male and female toilet rooms.
- Meeting rooms are most often air-conditioned but must, at a minimum, be ventilated in accordance with applicable codes.
- The selection of pre-engineered metal buildings (PEMBs) versus conventionally framed roof systems affects the scope of structural engineering and can impact construction duration, as PEMB systems often require longer procurement times.
- Certain site locations may require a domestic water well and or a private onsite wastewater treatment system (POWTS), such as a septic system or holding tank.
- Adequate support spaces for tools and equipment require appropriate building security measures.
- Coordination between low-voltage systems and overall security strategies is essential.

In addition, our experience with tools and equipment has included sign fabrication shops, carpentry for picnic tables, forestry bucket lifts, small engine parts storage, tires, and similar operational needs. Each of these functions requires careful space planning:

- Get-ready gear is frequently located adjacent to toilet rooms to avoid dedicated locker rooms, while limiting the amount of floor area subject to dirt and mud. These areas should be designed to accommodate wash-down with a garden hose.
- Mezzanine space is often recommended to take advantage of otherwise unused overhead volume for storage of items such as tires, seasonal signage, and holiday decorations.
- Equipment platforms, which are code-distinct from mezzanines, are often used to elevate mechanical and, in some cases, electrical equipment off the main floor. A mezzanine may also provide access to an equipment platform.
- Plumbing fixtures should be located back-to-back where feasible to minimize piping runs and associated construction costs.



Dane County Parks Robertson Road Parks Department Service Facilities – Madison, Wisconsin

Related Projects

Village of Windsor New Public Works / Parks & Recreation / Recycling Facility

Windsor, Wisconsin

New municipal operations facility serving Public Works, Parks and Recreation, and recycling functions. The building includes equipment bays, mechanics' and wash bays, cold-storage bays, mezzanine storage, and an office wing supporting municipal operations. Architectural services included site analysis, space needs programming, and full design through construction.



Dane County Parks Robertson Road Parks Department Service Facilities

Madison, Wisconsin

Renovation of two existing Parks Department service facilities consisting of office space attached

to pre-engineered metal warehouse structures. The work included upgrades to vehicle storage and wash bay areas, building enclosures, and interior support spaces serving daily parks maintenance operations. Architectural services were provided from design through construction.

Rutland Town Hall/Garage

Rutland, Wisconsin

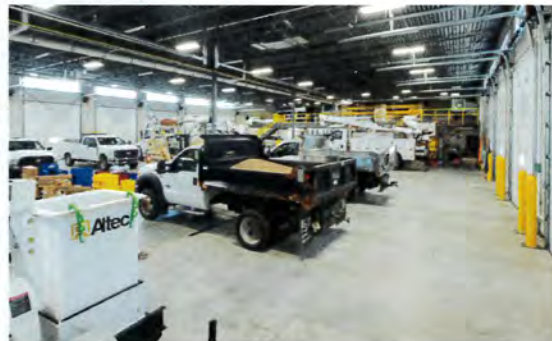
New municipal town hall and garage facility serving town operations. The garage includes vehicle and equipment storage, maintenance space, tools and supplies storage, and staff support areas, while the town hall component provides meeting space, offices, and secure records storage. Architectural design services were provided through construction.



Shawano Municipal Utilities

Shawano, Wisconsin

New municipal operations and service facility combining administrative office space with a vehicle service garage. The building includes warehouse and tool storage, staff break and support areas, and 16 vehicle bays to support daily utility operations. Architectural design services were provided through construction.



Related Projects *continued*

Windsor Fireman's Park Shelter **Windsor, Wisconsin**

New park shelter facility providing indoor and covered outdoor space with men's and women's restrooms, concessions, and dedicated storage for sports and park maintenance equipment. The building supports year-round park operations and includes staff support and operational storage spaces. Architectural services were provided from preliminary design through construction administration.



Windsor Community Park Shelter **DeForest, Wisconsin**

Two new park shelter facilities providing covered gathering space, concessions, restrooms, and secure

storage areas supporting park and event operations. The larger shelter includes enclosed concessions and service spaces designed for year-round use. Architectural design services were provided.

Madison Window Cleaning **Cottage Grove, Wisconsin**

New warehouse and garage facility constructed using a pre-engineered metal building system. The building provides vehicle storage, warehouse space, office and training areas, and staff support spaces. Architectural design services were provided.



Meier Truck **Madison, Wisconsin**

Vehicle maintenance and storage facility consisting of a service garage and integrated office and support spaces. The garage was designed using a metal building system with durable wall assemblies to support long-term operations, clear-span maintenance areas, and flexible use. Architectural design services were provided.



Fee

Dimension IV Madison Design Group, together with APEX Engineering (MEP) and Strategic Structural Design (Structural Engineering) proposes a lump sum fee of **Forty-One Thousand Nine Hundred Dollars (\$41,900.00)** for the professional services described in the City of Chippewa Falls new maintenance building in Casper Park RFP.

The firms on our team are fee-for-service, independently owned and operated professional consulting firms. Dimension IV Madison Design Group (officially Dimension IV – Madison, LLC) is the prime consultant, Project Manager, Construction Administrator, and Architect of Record. APEX Engineering will perform mechanical, electrical and plumbing, and Strategic Structural Design will perform structural engineering.



Rutland Town Hall/Garage – Rutland, Wisconsin

We have no reimbursable expenses. Incidental copies of drawings required for meeting review purposes are included in our fee. The following items are not included in our fee but may be provided at an additional cost or paid directly by the Owner.

- Any and all civil engineering services, assuming sewer and water are available at the building site.
- Radiant floor, geothermal or solar design.
- Snow melting system(s).
- Stormwater management plan or permitting, if any.
- Geotechnical.
- State of Wisconsin Building/HVAC or Plumbing Plan Approval Fee.



BOLDT®

Design Office:
2525 N Roemer Road
Appleton, WI
920.225.7225

Contact Person:
Jason Hale
Design Group Manager
920.225.6157

PROPOSAL FOR ENGINEERING AND DESIGN SERVICES

Casper Park Maintenance Building

APRIL 30, 2026





STATEMENT OF INTEREST & QUALIFICATIONS

The Boldt Company is pleased to submit this proposal for professional engineering and design services for the Casper Park Maintenance Building in Chippewa Falls, Wisconsin. We are enthusiastic about the opportunity to support the City’s Parks, Recreation, and Forestry Department in delivering a practical, durable facility that enhances day-to-day park operations and supports long-term maintenance needs.

Boldt will partner with Miller Engineers & Scientists to deliver this project. Miller brings extensive experience providing civil engineering, site design, utility coordination, and permitting support for municipal and park-based facilities throughout Wisconsin. Their familiarity with local codes, grading and drainage considerations, and state and local approval processes complements Boldt’s architectural, structural, and building systems expertise. Together, our team offers the City a coordinated, full-service approach from site evaluation through construction observation.

Boldt’s design group brings more than **30 years of experience** supporting cities, counties, and public agencies with planning, architectural, and engineering services. Our work includes maintenance buildings, storage facilities, operations centers, and park support structures, often located in active public environments. We understand the importance of designing facilities that are efficient to build, straightforward to maintain, and durable over their lifecycle.

Our proposed team routinely provides the full range of services outlined in the RFP, including site coordination, code-compliant building and foundation design, preparation of construction documents for bidding, cost estimating, assistance with competitive bidding in accordance with Wisconsin statutes, and construction observation. We place particular emphasis on producing clear, well-coordinated drawings and specifications that support accurate contractor pricing and minimize construction risk.

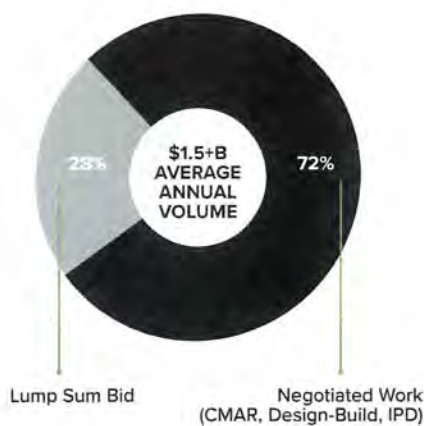
- 30+ years of operation
- 17 design and support professionals
- Full-service design firm
- Licensed WI architects and engineers
- Headquartered in Appleton, WI

STATEMENT OF INTEREST & QUALIFICATIONS

Designing within an active park setting requires careful consideration of public use, operations, and sequencing. Our approach emphasizes practical layouts, durable materials, and building systems that support City staff needs while minimizing disruption to park users during construction. We also understand the importance of schedule coordination to support the City's anticipated construction timeline.

As part of The Boldt Company, our design team brings an integrated understanding of architecture, engineering, and constructability, combined with a deep appreciation for how critical clarity and cost certainty are to public-sector projects. Our experience working directly with municipal staff, boards, and local contractors allows us to move efficiently from concept through bidding and construction while maintaining transparency and accountability.

The Boldt/Miller team offers the City a trusted, highly responsive partnership focused on delivering clear value and minimizing risk. Our hands-on approach, direct access to senior project leadership, and commitment to proactive coordination ensure City staff and elected officials remain well informed at every stage of the process. By prioritizing cost certainty, constructability, and durable solutions, our team is well positioned to steward public resources responsibly while delivering a maintenance facility that serves Casper Park effectively for years to come.



BOLDT AT A GLANCE

100 percent employee ownership
 18 offices nationwide
 135 years in business
 3000+ employees on average
 \$1.5B+ annual construction volume
 90% repeat clients

NATIONALLY RANKED

Top U.S. Contractors[†]

Top U.S. Design-Build Contractors[†]

Top Midwest Contractors[†]

OFFICE LOCATIONS

Appleton, WI [†]	Eau Claire, WI	Green Bay, WI
Madison, WI	Milwaukee, WI	Waukesha, WI
Stevens Point, WI	Cloquet, MN	Minneapolis, MN
Rochester, MN	St. Paul, MN	Chicago, IL
Detroit, MI	Oklahoma City, OK	Phoenix, AZ
Los Angeles, CA	Sacramento, CA	San Francisco, CA

OUR VALUES: HONESTY | FAIRNESS | HARD WORK | PERFORMANCE | LOVE OF CONSTRUCTION

OUR VIRTUES: HUMBLE | HUNGRY | SMART | RELIABLE | GRITTY

PROJECT UNDERSTANDING

Boldt understands that the City intends to design and construct a new maintenance building within Casper Park to support the operational needs of the Parks, Recreation, and Forestry Department. The project includes the planning, design, plan approval, bidding, and construction administration for an approximately 30–36' x 60' facility accommodating restroom facilities, a staff break/meeting space, and cold storage. The building must be code-compliant, cost-effective, and durable, while fitting appropriately within an active public park setting.

SCOPE OF WORK

If selected, Boldt will lead the full design process—from site evaluation and concept development through preparation of bidding documents and construction administration—while coordinating closely with City staff and complying with Wisconsin competitive bidding requirements. Our team will provide clear, well-coordinated construction documents, an accurate estimate of probable construction cost utilizing Boldt's in-house construction estimators, and responsiveness to your desired schedule.

SITE CONSIDERATIONS

Site considerations will be a key component of project success. Locating and designing the building within an active park environment requires careful evaluation of access, utilities, grading, drainage, and operational adjacencies, as well as minimizing disruption to park users during both design and construction. We understand that the selected consultant is expected to assist the City in evaluating the proposed site location and confirming that the building layout and orientation support efficient daily operations, equipment access, and long term maintenance.

PLAN APPROVALS

The City's scope also includes navigating required State of Wisconsin building plan approvals, integrating those requirements into the design schedule, and incorporating approval fees into the proposed professional services fee. We recognize the importance of early code analysis and coordination to avoid delays and to ensure the project moves efficiently from design into bidding.

BUILDING DESIGN

From a building design perspective, we understand that the City values practical, durable solutions over unnecessary complexity. The maintenance building should prioritize functional layouts, straightforward structural and building systems, and materials that are resilient and easy to maintain over time. The design must support the City's operational needs while remaining cost-conscious and constructible using local contractors and standard construction methods.

Finally, we understand that the City expects the consultant to provide support through bidding and construction, including administering the bid process consistent with state requirements and performing three site inspections to verify that construction aligns with the design intent and contract documents. Clear documentation, responsiveness during construction, and proactive issue resolution will be essential to delivering a successful project.



SPECIFIC ABILITIES & EXPERTISE



SPECIFIC ABILITIES & EXPERTISE

Boldt, in partnership with Miller Engineers & Scientists, offers a coordinated architecture and engineering team with demonstrated experience delivering municipal maintenance and support facilities from planning through construction. Our combined expertise aligns directly with the City's project requirements, including site evaluation, code compliant building and foundation design, permitting, bidding support, and construction phase services.

CODE COMPLIANCE

The Boldt/Miller team brings proven experience delivering municipal facilities across Wisconsin. Boldt will lead the State of Wisconsin building plan approval process, leveraging deep familiarity with state review processes to streamline approvals and reduce risk. All state plan review fees are included in our proposed fee, providing the City with cost transparency and a reliable path from design through approval.

COST ESTIMATING

Boldt leverages a distinct advantage as an architecture and engineering firm operating within The Boldt Company, a national construction organization. Our design team works directly with Boldt's experienced construction estimators, enabling real-time cost estimating grounded in current market knowledge and constructability expertise. This integrated approach will provide the City with clear, accurate, and actionable cost information early in the design process, without waiting for formal milestones, so decisions can be made with confidence. The result is greater cost certainty, faster decision-making, and reduced risk as the project advances from design through construction.

PUBLIC WORKS AND MUNICIPAL EXPERIENCE

The Boldt/Miller team brings together decades of Wisconsin-based municipal experience to offer the City a low-risk, high-value project team. Boldt's integrated design expertise in park and maintenance facilities—combined with Miller's 60+ years of civil and environmental experience—ensures clear documentation, smooth approvals, and efficient construction. Together, the team provides a coordinated, cost-conscious approach that will deliver a durable, functional public facility while protecting public funds and minimizing risk from design through construction.

SAM WILLIAMS AIA, NCARB

Boldt – Architect



As an architect, Sam desires to create beautiful and functional spaces to meet his clients' needs. He will work with the design and construction teams to develop structures to support your operations and goals. He takes the necessary steps to ensure the final design meets all necessary regulation and code requirements. Sam brings enthusiasm to his work to make each project a success for his clients.

Outagamie County
Appleton, WI
Recycling center canopy.

City of Marinette
Marinette, WI
City hall and police department renovations.

Education

Master of Architecture
University of Colorado
- Denver

B.S., Architectural
Studies
University of Wisconsin
- Milwaukee

Training / Certification

Licensed Architect – WI,
CO, TX and MN
NCARB

BRET LOTZER PE

Boldt – Structural Engineering Manager



As Boldt's structural engineering leader, Bret excels in solving complex design issues for owners and construction teams, developing economical, constructable solutions. Bret leverages a wide breadth of knowledge and experience in commercial, industrial, pulp and paper, education, power, food, and healthcare markets to provide both innovative and industry-tested solutions.

City of Marinette
Marinette, WI
City hall and police department renovations.

Crystal Finishing Systems
Wausau, WI
Building renovations

Education

B.S., Biological Systems
Engineering;
University of Wisconsin
– Madison

Professional Affiliations

National Council of
Examiners for
Engineering & Surveying
(NCEES)

Training / Certification

Licensed Engineer – KY,
OK, WI

BRIAN BRANTMEIER PE

Boldt – Design Operations Manager



Brian brings over 30 years of mechanical engineering experience, including extensive knowledge of HVAC system design. His experience of mechanical engineering and building systems has allowed him to complete assessments of these systems and provide the client with recommendations regarding energy savings and replacement strategies.

Brown County
Green Bay, WI
Public Works HVAC upgrades, NEW Zoo
Adventure Park Base Camp Building

Oshkosh Defense
Oshkosh, WI
West plant make up air installation

Education

B.S., Mechanical
Engineering
University of Wisconsin
- Platteville

Professional Affiliations

American Society of
Heating, Refrigeration
and Air Conditioning
Engineers (ASHRAE)

Training / Certification

Licensed Engineer – WI

KEY PERSONNEL

EMILY MICOLICHEK PE

Vice President, Civil/Geological Engineer



Ms. Micolichek has over a decade of project design and management experience, with specializations in both agriculture and natural resources. Her experience in a wide variety of project types has given her the unique ability to focus on integrating naturalized stormwater management within the overall design of a project. She also serves as Marketing Director for the firm, where she utilizes her technical knowledge and enthusiasm for the engineering field to

educate future engineers, non-technical staff, and project stakeholders, and facilitates project discussions in various platforms.

Education

B.S., Civil Engineering
Michigan Technological
University

Registrations

Professional Engineer,
WI & MI

EMILY BLUM PE

Civil/Geological Engineer



Ms. Blum has a degree in Geologic Engineering from the University of Wisconsin - Madison, and has spent eight years with Miller Engineers & Scientists working extensively on geotechnical exploration, foundation design, shoreline restoration, and slope stabilization projects for municipal, commercial/industrial, and private land owners. Emily's experience includes performing topographic and bathymetric surveys, engineering analysis, creating engineering plans and

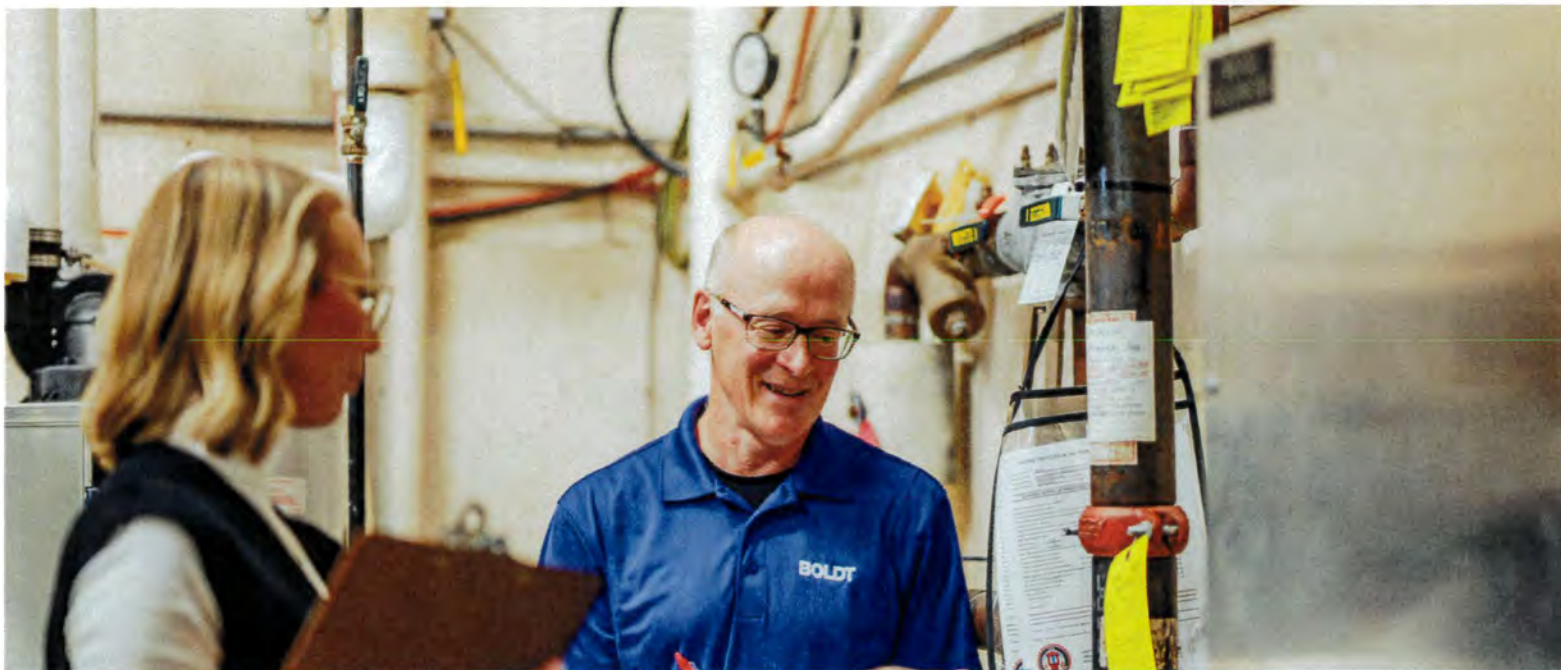
specifications, and construction observation. She works closely with our construction materials staff to oversee project communication and reporting, and assists staff with real-time problem solving while in the field.

Education

B.S., Geological
Engineering
University of Wisconsin
- Madison

Registrations

Professional Engineer,
WI



EXAMPLES OF KNOWLEDGE & EXPERIENCE

The following examples demonstrate our team's specific knowledge, technical expertise, and construction management experience delivering storage and maintenance-type buildings for municipal and institutional clients. These projects reflect our ability to design and manage durable, operations-focused facilities within active public environments, emphasizing constructability, cost control, and coordination with end users. Collectively, they illustrate our capability to translate practical operational needs into clear, buildable solutions that support efficient construction and long-term facility performance.

SEE BELOW FOR A SELECTION OF PROJECTS WITH KEY SIMILARITIES TO CASPER PARK MAINTENANCE GARAGE:

BOLDT PROJECTS	CLIENT	LOCATION	KEY SIMILARITIES
Fire Station #4 Garage Repair	City of Appleton	Appleton, WI	Municipal/public entities, light industrial spaces, vehicle maintenance facilities
Bruemmer Park Zoo Multipurpose Building	Kewaunee County	Kewaunee, WI	Municipal/public entities, light industrial spaces, new construction, staff spaces
Building Truss Repair	Shawano County	Shawano, WI	Municipal/public entities, light industrial spaces
Refrigerant Storage	Greenheck	Minneapolis, MN	Light industrial spaces, support building
Nature Center Expansion	Heckrodt Wetland Reserve	Menasha, WI	New construction, staff spaces
New Pavilion	Bubolz Nature Preserve	Appleton, WI	New construction
Building Modifications	Kadant GranTek	Green Bay, WI	Light industrial spaces, support building
MILLER PROJECTS	CLIENT	LOCATION	KEY SIMILARITIES
Playground & Adjacent Facilities	Above & Beyond Children's Museum	Sheboygan, WI	Public entity, site grading and storm water management services
Yurt & Bathrooms	Bookworm Gardens	Sheboygan, WI	Public entity, site planning, grading, and stormwater management design services
Shaw Family Playground	City of Sheboygan	Sheboygan, WI	Municipal entity, site grading

RECENT RELATED PROJECTS



CITY OF MARINETTE POLICE GARAGE

Boldt is partnering with the City of Marinette to transform an existing armory into a consolidated municipal facility housing both the Police Department and City Hall. The project includes renovation of the approximately 18,000-square-foot armory building for police operations, and construction of two dedicated additions to accommodate city hall functions and secure vehicle parking. This paired with additional site improvements will support a secure and efficient municipal facility.

BOLDT ROLE	COMPLETION DATE	PROJECT VALUE
Architect Engineer	In Progress	TBD



OUTAGAMIE COUNTY RECYCLING CENTER CANOPY

The Outagamie County Canopy Project represents an investment in the county's recycling program. Designed as a 7,500-square-foot steel-framed canopy addition, this project enhances the facility's ability to manage recycling processes while protecting vital equipment and staff from the harsh Wisconsin weather. Outagamie County's investment ensures that recycling operations remain efficient and reliable, supporting and reinforcing the county's leadership in environmental stewardship.

BOLDT ROLE	COMPLETION DATE	PROJECT VALUE
Architect Engineer	2025	\$587,500



THE GOODYEAR TIRE & RUBBER COMPANY MODERNIZATION STORAGE BUILDING

As part of an ongoing modernization effort at their Lawton campus, Goodyear needed a facility for the storage of manufacturing equipment, spare electrical equipment and miscellaneous general storage. Boldt provided the architectural and structural design for the new 16,000 SF storage building. The design team conducted regular site visits, ensuring quality standards and project milestones were met. The team delivered a modern storage facility while staying on schedule and within budget.

BOLDT ROLE	COMPLETION DATE	PROJECT VALUE
Architect Engineer	2025	\$3,870,000

FEE STRUCTURE & EXPLANATION

Boldt will provide design services in accordance with your request for proposal and the project approach outlined within this proposal for the following lump sum fees:

SCHEMATIC DESIGN SERVICES \$ 6,500

1. Meet with appropriate City staff regarding location and desired use of the building
2. Gather all needed existing data
3. Assist City in determining ideal site location
4. One (1) in person meeting by architectural lead
5. This portion of the fee includes
 - a. The Boldt Company - Architectural

DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENT SERVICES \$ 52,100

1. Engineer and create drawings for the building and required foundation, which must meet all current code requirements
2. Obtain State of Wisconsin building plan approvals (approval fees are to be included in the proposed fee schedule)
3. Prepare an estimate of probable construction costs
4. Prepare all bidding documents required to complete the project
5. Two (2) in person meetings by architectural lead
6. One (1) site visit by civil engineering team to complete topographic survey of project work area
7. This portion of the fee includes
 - a. The Boldt Company - Architectural, Structural, Mechanical, Electrical, Plumbing Design, Construction Estimators
 - b. Miller Engineers & Scientists - Civil Design and Topographic Survey
 - c. State plan review fee

BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES \$ 11,150

1. Bid the project on behalf of the City of Chippewa Falls consistent with Wisconsin's competitive bidding laws
2. Provide 3 site inspections to ensure construction is completed per the design specifications
 - a. This will include the final punch list visit

TOTAL FEE..... \$ 69,750

Reimbursable expenses for the project will be billed in addition to the fee above and will include such items as travel expenses, printing, and shipping of documents.

PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES

Casper Park Maintenance Building

City of Chippewa Falls, Wisconsin

Introduction

Founded in 2021, Westlund Architecture & Engineering (Westlund Consultancy, LLC) is headquartered in Superior, Wisconsin, with an additional office in Eau Claire. We proudly serve clients across Wisconsin, delivering expert architectural and engineering solutions tailored to their unique needs.

Our in-house team includes Architects, MEP designers, BIM/CAD technicians, and administrative professionals - ensuring comprehensive project support from concept to completion. For this project, Joshua Germer and Bill Halgren (Prism) will provide design and production support from our Eau Claire office, while Thomas Westlund will lead project oversight and client coordination from our Superior headquarters.

With extensive experience working with the State of Wisconsin and a range of government agencies at the federal and local levels, our team brings deep industry expertise and specialized knowledge to every project.

Our diverse backgrounds, combined with our strategic locations, allow us to provide efficient, responsive service tailored to your agency's needs. We are committed to meeting your deadlines with the highest level of professionalism and look forward to the opportunity to collaborate with you.

We are pleased to provide this proposal for architectural and engineering services for the design and construction of a new maintenance building at Casper Park in the City of Chippewa Falls.

Project Understanding

Based on our understanding of the Request for Proposals, the project consists of a new approximately 30–36 foot by 60 foot maintenance building that will include restroom facilities, a staff break/meeting space, and cold storage areas. The intent of our services is to deliver a fully coordinated and code-compliant set of construction documents suitable for public bidding and construction.

Our team will provide a fully integrated design across all required disciplines. Westlund will serve as the prime consultant, providing architectural and MEP engineering services, while coordinating closely with Prism Design for electrical engineering and Lien & Peterson for structural engineering. This approach ensures a streamlined design process with a single point of responsibility to the City.



We understand the importance of balancing durability, functionality, and cost control for municipal facilities. Our approach focuses on practical, buildable solutions that meet operational needs while remaining efficient to construct and maintain.

Upon authorization, we are prepared to begin work immediately and will coordinate closely with City staff to align the design with project goals, schedule, and budget.

Project Team

Our team is structured to provide complete and coordinated design services:

- **Westlund Architecture & Engineering** – Prime Consultant
 - Architectural Design
 - Mechanical (HVAC) Design
 - Plumbing Design
 - Project Management & Coordination
- **Prism Design** – Electrical Engineering
- **Lien & Peterson** – Structural Engineering
- **Cardinal North** – Site Civil Engineering

This team brings together experienced professionals with a strong background in municipal, institutional, and maintenance facility design, ensuring a high-quality and coordinated deliverable.

As demonstrated in our prior work, Westlund routinely leads multi-discipline teams and delivers complete design packages for public sector clients across Wisconsin, including the Department of Natural Resources, municipalities, and housing authorities.

Scope of Services

Our scope of services is aligned with the requirements outlined in the RFP and includes:

- Meetings with City staff to establish project goals, building layout, and site considerations
- Gathering and review of available existing data
- Assistance in determining optimal building location within Casper Park
- Architectural design of the facility including layout, code compliance, and building envelope
- Structural engineering design
- Mechanical and plumbing system design
- Electrical system design
- Preparation of complete construction drawings and specifications
- Code analysis and coordination with applicable regulations
- Preparation and submission for State of Wisconsin plan review approval
- Preparation of an opinion of probable construction cost
- Preparation of bidding documents and assistance during bidding
- Review of contractor questions and issuance of addenda as required
- Provision of three (3) site visits during construction to review general conformance with design documents



Experience & Qualifications

Westlund Architecture & Engineering brings over two decades of experience delivering architectural and engineering services across a wide range of public and private sector projects. Our work includes municipal facilities, maintenance buildings, park infrastructure, and small-scale service buildings similar in scope to this project.

Our team has served as prime architect and engineer on numerous Wisconsin public sector projects, including multi-building renovations and new facility construction for the Wisconsin Department of Natural Resources, where work included maintenance buildings, service facilities, and support structures requiring durable design and efficient systems integration .

Relevant experience includes:

- Design of maintenance and service buildings for state and municipal clients
- Public works and park facility improvements
- Fire stations and ranger stations incorporating heated and unheated storage, offices, and support spaces
- Small municipal additions and utility structures designed for long-term durability and low maintenance

These projects required coordination across disciplines, adherence to public procurement requirements, and delivery of clear, constructible documents - experience directly applicable to the Casper Park Maintenance Building.

Project Approach

Our approach emphasizes clarity, efficiency, and coordination:

- **Practical Design Solutions** – Focused on durability, ease of maintenance, and operational efficiency
- **Integrated Coordination** – Close collaboration between architectural, structural, and engineering disciplines
- **Code Expertise** – Deep familiarity with Wisconsin codes and State plan review processes
- **Clear Documentation** – Well-organized drawings and specifications that support competitive bidding
- **Responsive Service** – Direct communication and streamlined decision-making with City staff

This approach allows us to move efficiently from concept through approval and into construction.

Schedule

We understand the City's anticipated project schedule, including award in May 2026 and construction beginning in June 2026.



Westlund is prepared to begin immediately upon authorization and will work with the City to develop a detailed project schedule that aligns with realistic delivery milestones and supports timely project delivery.

Fee Proposal

For the full scope of services described above, Westlund Architecture & Engineering proposes to provide services on a lump sum basis of \$43,470.

This fee includes:

- Architectural design
- Structural engineering (Lien & Peterson)
- Mechanical and plumbing engineering
- Electrical engineering (Prism Design)
- Site/Civil Engineering (not including permitting) (Cardinal North)
- Permitting coordination and State plan review submission
- Bidding and limited construction phase services

Exclusions

- Site/civil engineering beyond basic coordination
- Geotechnical investigation
- Environmental or wetland-related services
- Additional site visits beyond those identified

Closing

We appreciate the opportunity to support the City of Chippewa Falls on this project. Westlund Architecture & Engineering is committed to delivering a practical, well-coordinated, and cost-effective design that meets the City's needs and supports a successful construction process.

We would be happy to formalize this proposal into an agreement or adjust scope as needed.

Respectfully Submitted,



Thomas A. Westlund
Westlund Architecture & Engineering
Thomas.Westlund@WestlundAE.com
715-254-8757

Encl. Statement of Qualifications & Fee Schedule





THOMAS A WESTLUND, RA

Principal Architect

Registered Architect with a background in Architecture, Engineering, and code development.

Background

Worked for the State of Wisconsin as an Engineering Consultant performing plan review with the Department of Safety and Professional Services where he was tasked with interpreting, applying, and consulting on complex code applications including petitions for variance as well as development of the Wisconsin Commercial Building Code which will adopt the 2021 International Code Council model codes.

Worked as a Facilities and Lands Engineer with the Department of Natural Resources where he was responsible for scoping, budgeting, designing, and overseeing construction of projects within the authority of the Department to self-perform as well as scoping, budgeting, and acting as the Agency representative for projects that were under the authority of DFD to manage along with consulting A/E firms.

Experience

20+ years of practice working on projects with a variety of construction types, building uses, and clients in the public and private sectors.

Registrations

Registered Architect in Wisconsin, Colorado, Idaho, and Maryland

HVAC Designer- WI

Plumbing Designer- WI

Electrical Designer- WI

Commercial Building Inspector- WI

Specialties

- Architecture
- Plumbing
- HVAC
- Electrical Design
- Building Inspections
- Plans Examination Credentials
- Accessibility





BILL HALGREN, DE

Electrical Designer

Background

Bill Halgren has been employed in the design field in the Eau Claire area since 1978. He specialized in Electrical in 1987 and was employed by several firms over the years. He formed PRISM DESIGN in 2008. Over the years of his experience, he has designed most all types of projects, from duplexes to institutional, as well as all types of commercial, municipal and industrial buildings. Power, Lighting, Alarm & Fire Alarm, Surveillance, Door Security Systems are included in our services.

Experience

30+ Years

Registrations

Designer of Engineering Systems,
Electrical- WI



PRISM DESIGN strives to serve all clients to the utmost of our abilities with honesty and enthusiasm. This enthusiasm along with their deep experience in the engineering field leads to extremely good rapport with people. They have a work ethic that is excellent and will go above and beyond to meet customer expectations. They are willing to do what it takes to get the job done.

Relevant Project

Eau Claire County Courthouse – Updated Courtroom Door Card Access System (Low Voltage Systems)– 2023
Eau Claire County Courthouse- New UPS System (Prime A/E) – 2011
Eau Claire County Courthouse- Emergency Generator Upgrade (Prime A/E) – 2011
City of Eau Claire Fire Station 6 Addition (Power Lighting & Low Voltage Systems) – 2022
City of Eau Claire Fire Station 9 HVAC Upgrade (Power Lighting & Low Voltage Systems) – 2022
City of Eau Claire Gibson St. Parking Ramp Lighting and Systems Upgrades (Lighting & Low Voltage Systems) – 2022
Barron County Gov't Center Fire Alarm Replacement (Prime A/E) – 2021
Barron County Gov't Center - Meals on Wheels Kitchen (Prime A/E) – 2023
Polk County Fairgrounds – Grandstand (Power Lighting & Low Voltage Systems) – 2025/26
Ladysmith Heritage Christian Academy (Prime MEP) – 2025/26





JOSHUA GERMER, DE

Principal HVAC Designer

Background

Joshua is a licensed Designer of Engineering Systems in the state of Wisconsin with 19 years of experience. He joined APEX Engineering, Inc. in June of 2022. Joshua has a strong attention to detail and quality system designs working in both AutoCAD and Revit platforms. He is experienced in serving as a contact between architectural and engineering disciplines as well as project owners to achieve successful project outcomes.

Joshua graduated from the Chippewa Valley Technical College in Eau Claire, Wisconsin, in 2007 with an Associate degree in Air Conditioning, Heating & Refrigeration Technology. He received his Designer of Engineered System license for HVAC in June, 2021.

Experience

19 Years

Registrations

Designer of Engineering Systems,
HVAC- WI

Joshua's experience includes the HVAC design of educational facilities, commercial facilities, healthcare, office buildings, and manufacturing facilities, covering both new construction and remodels. He is well versed in taking projects from initial planning and schematic designs through to complete construction documents. Joshua consistently interacts with the latest codes and standards including the IMC, IBC, ASHRAE, IECC, and local codes and variations depending on the jurisdiction.



PROJECT XCEL ENERGY- GRAVEL ISLAND



The Westlund team, lead by Mr. Westlund, worked with Xcel Energy and design consultants to deliver a new 13,800 square foot storage facility to house critical emergency electrical infrastructure equipment.

This project consists of an un-heated PEMB structure, concrete foundation and floor system designed for heavy equipment use, site/civil design, and electrical and emergency/egress lighting design.

PROJECT DETAILS

Location: Lake Hallie, WI

Occupancy Group: S-2

Building Area: 13,800 SF

Stories: 1

Scope: New Construction

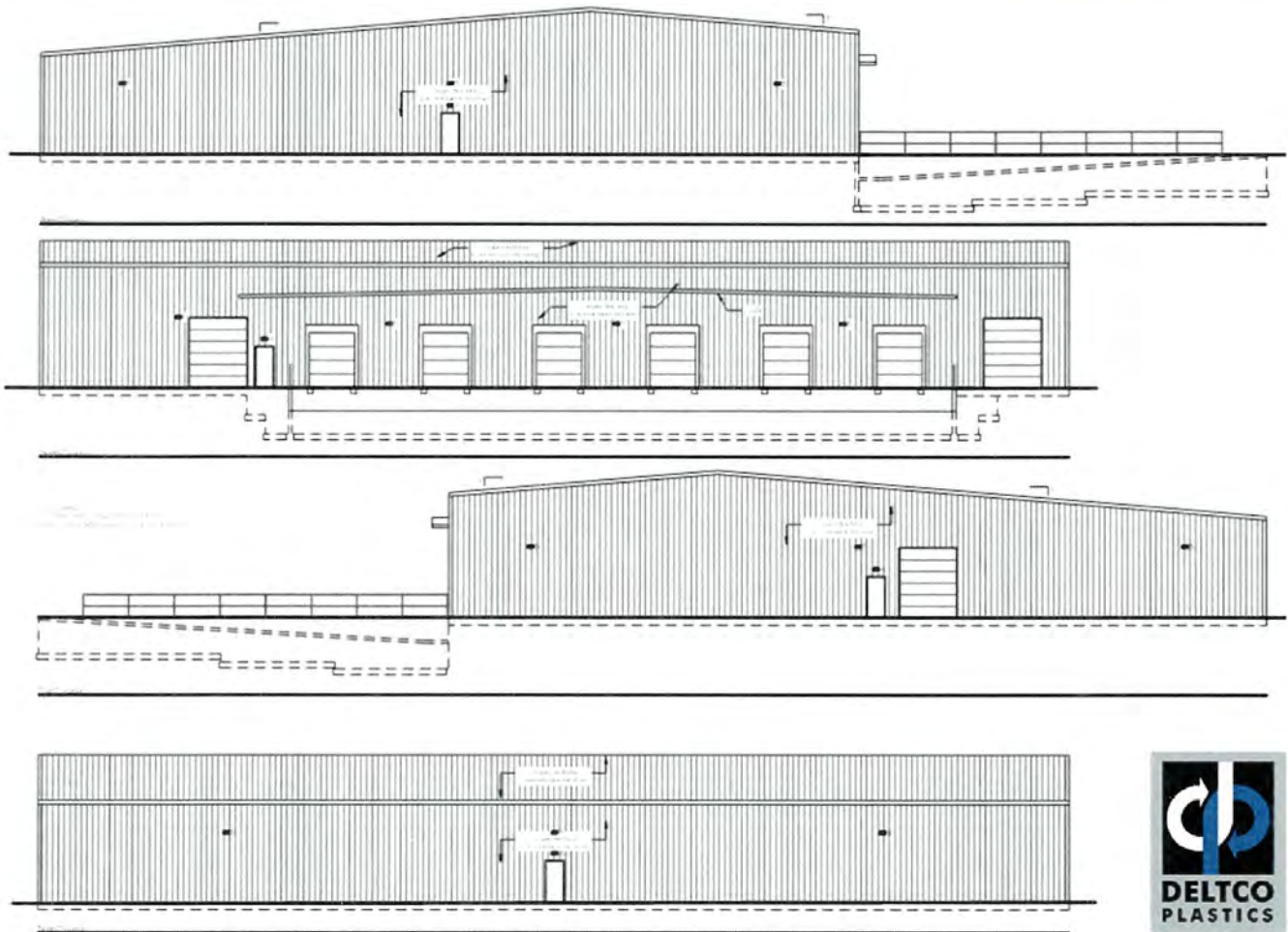
Project Cost: \$1.5M

Year: 2023

Architect/Designer:
Thomas A Westlund



PROJECT DELTICO PLASTICS



The Westlund team, led by Mr. Westlund, worked with Deltico Plastics and design consultants to deliver a new 26,425 square foot storage facility for their plastic recycling operations.

This project involved recycling steel framing components from an industrial building located on a separate site. We took inventory of all steel components, documented the sizes of each structural element and designed the new building utilizing the recycled components erected in a new configurations. The project included the steel building design, concrete foundation and floor system designed for heavy equipment use, and site/civil design.

PROJECT DETAILS

Location: Ashland, WI

Occupancy Group: S-1

Building Area: 12,000 SF

Stories: 1

Scope: New Construction

Year: 2010



FEE SCHEDULE



2026 FEE SCHEDULE

Title	Rate	Equipment Rates*
Consulting Architect/Engineer	\$225.00	RTK Drone \$500
Principal Architect/Engineer	\$200.00	BLK360 \$900
Project Architect/Engineer	\$180.00	Survey GPS \$400
Project Manager	\$140.00	Total Station \$350
CAD/BIM Technician II	\$130.00	
CAD/BIM Technician I	\$110.00	Reality/Survey Bundle \$1500
Field Technician II	\$95.00	*Equipment is billed in full day increments
Administrative Professional	\$95.00	
Project Assistant	\$85.00	
Administrative Assistant	\$75.00	
Field Technician I	\$75.00	
Intern	\$65.00	

REIMBURSABLE EXPENSES

(in addition to compensation for professional services if not included in contract)

Vehicle Mileage	\$0.725/mile*
Plans/Printing **	\$3/ Sheet – 24"x36"
	\$1.75/Sheet-11"x17"
	\$0.25/Page- 8.5"x11"
Field Supplies	Cost + 10%
Review and submittal fees required by governing agencies:	
Direct pay by Owner OR Cost + 10%	
AIA Contract Document Fees: Cost + 10%	

Credit Card Processing Fee: 4% of transaction amount

*Mileage reimbursement is subject to adjustment during the calendar year based on IRS standard mileage rate

**Rates are for small printing quantities, large quantities will be reimbursable at the rate charged by third-party printing service

All invoices not paid on time will incur late fees at a rate of 12% per year.
Fee Schedule is valid through 12/31/2026



Item #7

Resolution 2026-xx

RESOLUTION ADOPTING RATES FOR WASTEWATER TREATMENT

BE IT RESOLVED, that the Common Council of the City of Chippewa Falls, Wisconsin, hereby adopts the following schedule of rates for wastewater treatment septage haulers as provided in chapter 13.25 of the Municipal Code of the City of Chippewa Falls:

User charge for disposal of liquid waste by septic and holding tank haulers be set as follows:

- (1) Holding Tank Wastes:
Volume charge - \$65 per 1000 gallons
- (2) Portable Toilet Wastes:
Volume charge - \$65 per 1000 gallons
- (3) Septic Tank Wastes:
Volume charge - \$65 per 1000 gallons

BE IT FURTHER RESOLVED, that liquid waste hauled to the Chippewa Falls Wastewater Treatment Plant must be within the service area which is the Chippewa County boundary.

BE IT FURTHER RESOLVED, that this resolution replaces portions of Resolution 2017-43, adopted December 5, 2017.

BE IT FURTHER RESOLVED that this resolution shall become effective on June 16, 2026.

Dated this 16th day of June, 2026.

_____/s/_____
Council President

ADOPTED: _____

APPROVED: /s/
Mayor

ATTEST: /s/ Bridget Givens
City Clerk



2025 SAFETY EQUIPMENT GRANT PROGRAM GUIDELINES

WHO IS ELIGIBLE TO PARTICIPATE?

All League Insurance members currently purchasing workers' compensation insurance as of June 30, 2025.

HOW IS THE AMOUNT OF THE LWMMI GRANT DETERMINED?

With a minimum of \$600, members will receive up to 4% of the workers' compensation premium listed on their current in force policy.

WHAT IS THE GOAL OF THE GRANT?

League Insurance knows how tight budgets are. This grant is designed to help with the purchase of equipment that has the potential to prevent employee injuries and at the same time help reduce your losses and experience modification factor.

WHAT EQUIPMENT IS ELIGIBLE or ANY SUGGESTIONS?

Within broad guidelines, it is really up to you. Included is a safety equipment list that we believe would be helpful in any municipal workplace. This list is by no means all inclusive – we want our members to use this money to help with their specific safety needs.

WE PURCHASED OUR EQUIPMENT – NOW WHAT?

Complete the application including appropriate documentation and return it to the address on the form or complete the application online at our website.

WHAT ARE IMPORTANT DATES?

Only purchases between July 1, 2025 and June 30, 2026 are eligible – remember, this is for new equipment – not equipment already purchased prior to July 1, 2025.

HOW LONG DO WE WAIT TO RECEIVE OUR REIMBURSEMENT?

Less than 30 days.

WHO DO WE CONTACT WITH QUESTIONS?

For questions on the process, contact League Insurance:

608-833-9595

service@lwmmi.org

For questions on safety equipment, contact loss control consultant:

Clark MacAlpine at United Heartland

clark.macalpine@unitedheartland.com or 262-787-7406

Attachment 1 – Application

Attachment 2 – List of Safety Equipment

2025 League Insurance Safety Equipment Grant

The following is a list of equipment that your leadership team may wish to consider as it evaluates how to take advantage of the safety grant. It is intended only as a list to generate some initial ideas of equipment that could be acquired for the purpose of preventing employee injuries. Your teams may discuss other equipment options that would best serve your municipality's particular needs. All cost information in this document is provided only as an approximation based upon website estimates. The equipment makes/models listed below are only examples to provide examples, please contact your local distributor for more information about the equipment's specifications and to obtain a cost estimate.

PUBLIC WORKS & WATER

DPW- Lift Gates	
Lift gate attachments for various sizes of trucks that help reduce the exposure of lifting equipment.	
Tommy Gate G2 Series Cost: \$2,000.00	https://www.tommygate.com
Maxon Gate Lifts	https://www.maxonlift.com/
Anthony Liftgates ALB Cost: Call for Quote: 800.482.0003	https://www.anthonyliftgates.com/Liftgates/Pickup-Van-Stake-Body
Gorilla- Lift Cost: \$200	https://www.gorilla-lift.com/gorillalift.php
DPW- Manhole Cover Lifts	
Lifts and lift attachments for various sizes of manhole covers that help to reduce the exposure of lifting by allowing for easy and safe removal.	
Liquid Waste Industries T-Lift Manhole Cover Lifter Cost: \$150	http://www.lwiinc.com/manhole-cover-lifter-t-lift/
Industrial Magnetics MCL3000W06 **Dolly ONLY Cost: \$550	https://www.magnetics.com/product.asp?ProductID=7
US Saws ROBOTRON- 3 Magnets Cost: \$785	https://www.ussaws.com/magnetic-lifting/break-and-take-magnets/break-n-take-systems/robotron.html
US Saws Break 'N Take- 4. Magnets Cost: \$675	https://www.ussaws.com/magnetic-lifting/break-and-take-magnets/break-n-take-systems/break-n-take.html
US Saws Curved Heavy Duty Collapsible Steel Dolly w/ 8" Hard Wheels & Heavy Duty Magnet Cost: \$1,275	https://www.ussaws.com/magnetic-lifting/magnet-dolly-systems/magnet-dolly-kits/heavy-duty-dolly-heavy-duty-magnet.html
Bigs Easy Lift w/ Small Wheels w/o AHP01 Cost: \$600	http://www.bigseasylift.com/
Bigs Easy Lift w/ Large Wheels w/ LHE02 w/MAG02 Cost: \$1,600	http://www.bigseasylift.com/
Pollard Water Magnetic Manhole Cover Lift System Cost: \$1,000	https://www.pollardwater.com/pages_product/MCL660X2MagneticManholeCoverLifter.asp
Rock Mills The Lifter Cost: \$3,995	http://www.rockmillsent.com/the-lifter/

Our safety evaluations, reports and recommendations are made solely to assist your organization in reducing hazards and the potential of hazards and accidents. These recommendations were developed from conditions observed and information provided at the time of our visit. They do not attempt to identify every possible loss potential, hazard or risk, nor do they guarantee that workplace accidents will be prevented. These safety evaluations, reports and recommendations are not a substitute for ongoing, well-researched internal safety and risk management programs. This report does not warrant that the property inspected and its operations are compliant with any law, rule or regulation.

DPW- Valve & Hydrant Exercisers

Valve exercisers with torque controls that protect valves from costly damage due to use of excessive force and torque absorption that virtually eliminated worker injury and fatigue.

Wachs Utility Products	https://turnvalves.com/
Hurco Technologies SD800 Cost: \$9,250	http://hurcotech.com/
Hurco Technologies SD400 Cost: \$6,750	http://hurcotech.com/
Ohio Power Tool Valve Exerciser 98001 Cost: \$6,900	https://www.ohiopowertool.com/p-4913-wheeler-rex-valvemaster-portable-valve-exerciser-98001.aspx
Valve Boss Model 70 Cost: Call for Quote: 225.226.8668	http://www.valveboss.com/Valve_Products.html
HydroVerge – Hydrant Buddy	https://hydroverge.com/products/hydrant-buddy

DPW- Lifts

Lift table for small engine repairs that helps reduce the exposure of lifting equipment and awkward postures and lifts to transport loads and maneuvers work materials from a lowered position to an ergonomic height.

Handy-Lift Electric Multi Lift Cost: \$1,200	https://handy-lift.com/home
Handy-Lift Manual Multi Lift Cost: \$750	https://handy-lift.com/home
Northern Tool Roughneck Hydraulic Table Cart Cost: \$200	http://www.northerntool.com/
Northern Tool Vestil Hydra Lift Cost: \$600 - \$800	http://www.northerntool.com/

DPW- Lawn Mower & Motorcycle Jack

Modified floor jacks or motorcycle jacks used to hold cutting edges.

Lawn Mower Lifts (Pro-Lift, VOUNOT, MoJack, etc.)	https://www.electronicshub.org/best-lawn-mower-lift/ https://www.grainger.com/product/PRO-LIFT-Lawn-Mower-Lift-500-lb-Lifting-54HH38 https://www.harborfreight.com/automotive/lifts-cranes-stands/motorcycle-atv-mower-lifts/mower.html
Garage, Equipment, UTV/ATV, Motorcycle Lifts (Vivohome, RUTU, Big Red, APlusLift)	https://gigawheels.com/best-utv-garage-lift/ https://www.huntorshred.com/post/utv-lift-kits

DPW- Tire Step

Tire step for stable access to elevated spot on vehicles, such as engines, preventing strains from over reaching, or overexertion.

Lock n Climb	https://truckingladders.com/
Hitch Mate TireStep Cost: \$50	http://www.hitchmate.com/
Big Truck Tire Step Standard One-Step Cost: \$170	https://www.bigtrucktirestep.com/

DPW- Double Harness

Ergonomically friendly double harness for holding trimmers, brush cutters, etc. to allow for better weight distribution and helping reduce operator fatigue.

STIHL Double Shoulder Harness Cost: \$25	https://www.stihlusa.com/products/trimmers-and-brushcutters/straps-and-harnesses/
STIHL Universal Double Shoulder Harness Cost: \$65	https://www.stihlusa.com/products/trimmers-and-brushcutters/straps-and-harnesses/

DPW- Cutting Carts

Cut off saw wheel adapters that offer improved handling and allow the saw to be pushed upright to avoid operator bending.

STIHL Cutquik® Cart Cost: \$370	https://www.stihlusa.com/products/cut-off-machines/cut-off-machine-accessories/machcart/
Husqvarna KV 760 Cost: \$850	https://www.husqvarnacp.com/us/accessories/cutting-carts/

DPW- Picnic Table/Bleacher Transporter

Using a designated picnic table/bleacher transporter or mower attachment that allows for single person operation and reduces lifting injuries.

Indesco Picnic Table Transporter Cost: \$525	http://www.indescoop.com/default.htm
Indesco Bleacher Transporter Cost: \$1,855	http://www.indescoop.com/default.htm
Kay Park Recreation Jiffy Mover System Cost: \$1,200 - \$3,300	http://catalog.kaypark.com/viewitems/aluminum_bleachers_elevated_non-elevated/jiffy-mover-system-makes-bleachers-mobile

DPW- Grave Digging Tools

Tools/equipment used to prevent manual digging.

STM BOKI Grave Digger Cost: Email for Quote: sales@st-mach.com	http://www.st-mach.com/product-category/boki-grave-digger/
CAT 300.9 D Mini Hydraulic Excavator Cost: Call for Quote: 888.614.4328	http://www.cat.com/en_US/products/new/equipment/excavators/mini-excavators.html
CAT 303.5 E CR Mini Hydraulic Excavator Cost: Call for Quote: 888.614.4328	http://www.cat.com/en_US/products/new/equipment/excavators/mini-excavators.html

DPW- Asphalt Patch Mix Heater

Equipment designed with hydraulics to ease operator use by lowering patch mix to a workable height, reducing shoulder and back injuries.

Daigle Brothers Hot Patch Cost: Call for Quote: 715.453.4999	http://www.daiglebrothers.com/hotpatch.htm
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DPW- Brush Grapppler

Equipment designed with hydraulics to ease operator use by grappling material to hold and stabilize it, reducing the need for manual material handling.

Toro Grapple Rake (22521) Cost: Call for Quote: 800.6541882	https://www.toro.com/en/rental/compact-utility-attachments/grapple-rake-22521
Land Pride SGC0548 Claw Grapples Cost: Call for Quote: 785.823.3275	https://www.landpride.com/products/592/sgc0548-claw-grapples
Land Pride SGS15 Skeleton Grapples Cost: Call for Quote: 785.823.3275	https://www.landpride.com/products/421/sgs15-series-skeleton-grapples

Work Zone / Traffic Control Devices (Signs, Flashers, Cones, Barrels, Barricades, Work Zone PPE, etc.)

Barricade Flasher	https://www.barricadeflasher.com/
Traffic Safety Warehouse	https://www.trafficsafetywarehouse.com/

Confined Space (Access Systems, Gas Meters, etc)

Grainger	https://www.grainger.com/
MSA	https://us.msasafety.com/

Our safety evaluations, reports and recommendations are made solely to assist your organization in reducing hazards and the potential of hazards and accidents. These recommendations were developed from conditions observed and information provided at the time of our visit. They do not attempt to identify every possible loss potential, hazard or risk, nor do they guarantee that workplace accidents will be prevented. These safety evaluations, reports and recommendations are not a substitute for ongoing, well-researched internal safety and risk management programs. This report does not warrant that the property inspected and its operations are compliant with any law, rule or regulation.

Fall Protection (Harnesses, Fall arrest, etc.)	
3M	https://www.3m.com/3M/en_US/fall-protection-us/products/harnesses/
Fall Protection Pros	https://www.fallprotectionpros.com/
Personal Protective Equipment	
Thomasnet	https://www.thomasnet.com/
Sign Pullers & Skid Steer Attachments	
Sign Pullers	JackJaw® Construction Accessories Inc.

POLICE DEPARTMENT

PD- Combative Individuals	
Contact your radio/communication technology supplier for information about integration and compatibility with your current systems.	
The Wrap	www.CommandSourcing.com
PD- Body Cameras	
Contact your radio/communication technology supplier for information about integration and compatibility with your current systems.	
Various Suppliers based on technology requirements. Contact the individual vendor to review technical specs and for a quote.	https://www.police1.com/police-products/body-cameras/
PD – Tactical / Utility / Ballistic Equipment	
Various types of tactical gear, equipment, and accessories which protect officers during the course of their duties.	
Vests, Body Armor, Front & Rear Trauma Plates, helmets, shields, and related equipment & gear.	Various Suppliers of your choice.
Medical Gear and go-bags such as quick-clot trauma dressings and tourniquets.	Various suppliers of your choice.
Barska Loaded Gear VX-100 Tactical Vest Cost: \$110	http://www.lapolicygear.com/barska-bi12016-vx-100.html
Blackhawk Urban Assault Tactical Vest Cost: \$110	https://www.copsplus.com/blackhawk-urban-assault-tactical-vest
GH Armour Systems Tactical Outer Custom Carrier Cost: \$170	https://www.copsplus.com/gh-armor-systems-toc-tactical-outer-custom-carrier
Boston Leather Police Suspenders Cost: \$50	https://www.copsplus.com/boston-leather-leather-police-suspenders
High Speed Gear Low Drag Suspenders Cost: \$40	https://www.copsplus.com/high-speed-gear-high-speed-low-drag-suspenders
PD – Other Equipment Options	
Other equipment based on your specific needs. May include such things as: Safety Vests, Wearable Safety Lights, Traffic cones, etc.	Various Suppliers of your choice.
LifeVac	https://lifevac.net
The Wrap restraint system	https://www.saferestrains.com/the-wrap-safety-restraint

Our safety evaluations, reports and recommendations are made solely to assist your organization in reducing hazards and the potential of hazards and accidents. These recommendations were developed from conditions observed and information provided at the time of our visit. They do not attempt to identify every possible loss potential, hazard or risk, nor do they guarantee that workplace accidents will be prevented. These safety evaluations, reports and recommendations are not a substitute for ongoing, well-researched internal safety and risk management programs. This report does not warrant that the property inspected and its operations are compliant with any law, rule or regulation.

FIRE DEPARTMENT / EMS

FD/EMS- Patient Lifting Devices

Patient cots, power loaders, and stair chairs that reduce patient lifting exposure and injuries to the caregiver and patient.

Stryker Powered System	https://www.stryker.com/us/en/portfolios/medical-surgical-equipment/emergency-patient-transport.html
Stryker Stair-PRO	https://ems.stryker.com/en
Ferno POWERFlexx® Powered Cot	https://ferno.com/us
Ferno EZ-Glide® Evacuation Stair Chair	http://www.fernoems.com/products/ambulance-cots/cots

FD/EMS – Patient Transfer, Transport Devices (Equipment used in confined & inaccessible areas)

Doty Belt Patient Handling Kit Pro & Products	Patient Handling Kit Doty Belt
Binder Patient Handling & Transfer Products	www.phaseintl.com
Binder Lift 2.0 **15% exclusive discount for League-insured members**	https://www.phaseintl.com/binder-lift
Binder Transfer **15% exclusive discount for League-insured members**	https://www.phaseintl.com/binder-transfer
IndeeLift Assist	https://indeelift.com/product/human-floor-lift-ems/
Raizer Lift Assist	https://raizer.us/ https://kohllsrx.com/home-medical-equipment/lifts-assists/liftup-products/raizer/
MegaMover Transport	https://www.life-assist.com/products/details/939/graham-megamover-transport-units/
MegaMover Transport Chair	https://www.life-assist.com/products/details/1446/graham-megamover-transport-chair/
TitanPC	https://www.life-assist.com/products/details/2189/taylor-titanpc-soft-stretcher/
Titan Chair	https://www.life-assist.com/products/details/2287/taylor-titanchair/

FD/EMS - Chest Compression Devices

LUCAS – Chest Compression System	https://www.stryker.com/us/en/emergency-care/products/lucas-3.html
Lifeline	https://www.defibtech.com/products/lifeline-arm-acc/

Thermal Imaging Cameras

FLIR – K1	https://www.flir.com/products/k1/?vertical=public+safety&segment=solutions
FLIR – K2	https://www.flir.com/products/k2/?vertical=public+safety&segment=solutions

Fire Hose Rollers

RollnRack	https://www.rollnrack.com/product/power-roller/
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Other EMS Equipment (Various other type of equipment based on your specific needs. Examples would include safety vests, wearable safety lights, traffic cones, pocket masks, overdose meds, etc.)

Rip-away safety vests	https://fireninja.com/shop/ols/products/ultrabright-red-fire-public-safety-vest-ltr-red-fr-pbl1
Traffic cones, collapsible and non-collapsible	https://www.trafficsafetystore.com/traffic-cones/28-inch-economy-cones#CE28RC64
Wearable Safety Lights	https://www.guardianangeldevices.com/p/white-red-wearable-safety-light-/

FD/EMS- Other Types of Patient Lifts (More common for use in Nursing Homes / Long Term Care Facilities)

Camel Lift	https://mangarhealth.com/us/store/product/safe-patient-lifting/camel-lifting-cushion/
Elk Lift	https://mangarhealth.com/us/store/product/safe-patient-lifting/elk-lifting-cushion/
HoverTech	https://hovermatt.com/products/hoverjack-air-patient-lift/

GENERAL MUNICIPALITY / ADMINISTRATION FACILITIES

General	
AED	https://www.aed.com/ https://www.cardiopartners.com/

*The following is a list of equipment that can assist in reducing injury exposure potential for employees who perform various job tasks. This is not an all-encompassing list. There are multiple vendors, and we do not recommend any specific vendor. This list is designed to inform you of the various products and options available on the marketplace.

**The below prices are subject to change and reflect the manufacturers' suggested retail price. Certain vendors may offer special rates or discounted pricing to League Insurance or United Heartland Policy Holders. Contact your local sales representative for further information.

Our safety evaluations, reports and recommendations are made solely to assist your organization in reducing hazards and the potential of hazards and accidents. These recommendations were developed from conditions observed and information provided at the time of our visit. They do not attempt to identify every possible loss potential, hazard or risk, nor do they guarantee that workplace accidents will be prevented. These safety evaluations, reports and recommendations are not a substitute for ongoing, well-researched internal safety and risk management programs. This report does not warrant that the property inspected and its operations are compliant with any law, rule or regulation.

Item #9

2026

**CAPITAL PROJECT OR EQUIPMENT REQUEST SHEET
CAPITAL IMPROVEMENT PLAN**

Project Title: Ambulance Chassis

Department Requesting Project: Fire Department

Brief Project Description:

We have been on a rotation to replace an ambulance every two years. To remain on that cycle we are scheduled to replace another ambulance in 2026. Following a discussion with the ambulance manufacturer/dealer there is currently a 1 ½ year wait to get an ambulance. I am proposing the purchase of a chassis and getting on the waiting list to possibly take delivery of an ambulance in 2027. This would be a remounted ambulance as opposed to a new build which will have cost savings on the body.

Project Cost Breakdown:

<u>Engineering</u>	<u>Construction</u>	<u>Other</u>	<u>% Contingency</u>	<u>Total</u>
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Funding:

2025

2026

Year (s)

General Fund	<u> </u> <u> </u> %	<u>\$100,000</u> <u>100</u> %
Borrowing	<u> </u> <u> </u> %	<u> </u> <u> </u> %
Assessable	<u> </u> <u> </u> %	<u> </u> <u> </u> %
\Estimated Revs.	<u> </u> <u> </u>	<u> </u> <u> </u>
All Sources	<u> </u> 100 %	<u>\$100,000</u> 100 %

Life Span if Applicable: 10-12 years



Treasury Management Services Agreement

This Treasury Management Services Agreement ("**Agreement**") is made as of the last date set forth on the signature page below ("**Effective Date**") the customer identified on the signature page below ("**Customer**") and Northwestern Bank (the "**Bank**"). This Agreement sets forth the terms and conditions pursuant to which the Bank will provide to Customer certain Treasury Management products and services (the "**Services**").

1. AGREEMENT.

By signing and returning this Agreement, Customer agrees to the terms and conditions outlined for the Services selected by you in the Designation of Services Form (the "**DOS Form**"). This Agreement, the DOS Form, the terms and conditions of any Service (each an "**Addendum**"), and any form ("**Form**"), exhibit ("**Exhibit**"), or schedule ("**Schedule**") associated with a Service are hereby incorporated herein and made a part of this Agreement. As used in this Agreement, "**you**," "**your**," or "**Customer**" means Customer. "**We**," "**us**," or "**Bank**" means Northwestern Bank. This Agreement may be updated or amended by us from time to time. By signing this Agreement, you consent and agree that your Agent(s) or Users may authorize and enroll in any Service and any applicable Form, Exhibit or Schedule electronically, including through the DOS Form.

The terms and conditions in this Agreement apply to all Services. An Addendum for each Service may contain the specific terms and conditions applicable to that Service. A Service may require you to complete additional Addendum or Forms which will be attached to and made part of this Agreement, and which provide us with necessary information to establish and provide to you the Service. The DOS Form, and in some cases additional Addendum and Forms, must be completed by you before using the applicable Service. You may begin using the Service when we have received the necessary documentation. By completing the request for the applicable Services designated on the DOS Form and signing this Agreement or using a Service, you are agreeing to be bound by the terms and conditions contained in this Agreement, as amended from time to time, and to follow the procedures of each Service.

2. SERVICES.

2.1 Treasury Management Services. We agree to make available to you the Services selected by you and described on the DOS Form, which is part of this Agreement. You may add Services by submitting to us an executed copy of the DOS Form for the new Service. Any other services or features we provide in connection with a Service which are not listed in the DOS Form are also considered "**Services**" and are subject to this Agreement and any related Addendum, Exhibit, Schedule, or Form (collectively, the "**Service Documentation**").

2.2 No Consumer Accounts. Customer acknowledges and agrees that the Services are only available for commercial Treasury Management banking purposes and may not be used for personal, family, household or consumer banking purposes of any kind.

2.3 Conflict. If there is a conflict between any term or provision of the Service Documentation and the terms and provisions of this Agreement, this Agreement will control to the extent of such conflict. Terms defined in this Agreement shall have the same meaning when used in the Service Documentation unless otherwise defined therein.

2.4 Service Changes. Except otherwise provided herein, we may from time to time add to, discontinue, or modify the Services and may update or make changes in the Service Documentation



relating to a Service, and we will give you notice of any material change and such change will be effective as of the date specified in the notice sent to you. We reserve the right to notify you of changes and updates electronically, by Internet posting, mailing or other means permitted by law.

3. AUTHORITY, REPRESENTATIONS AND WARRANTIES.

3.1 Customer. Customer represents, warrants, and covenants to and with Bank that (i) it is duly organized, validly existing, and in good standing in the state of its organization or incorporation, (ii) the execution, delivery, and performance of all documents or agreements provided in connection with any Service are within its powers, have been duly and validly authorized, and do not contravene its charter, bylaws, or any indenture, agreement, undertaking, law, regulation, or order binding it, (iii) any approval, consent, or authorization of any government authority is necessary for Customer to obtain any Service from Bank has been obtained, (iv) the terms and conditions contained in this Agreement are valid and binding obligations of Customer enforceable in accordance with their terms, (v) you will comply with all applicable law related to the Services contemplated in this Agreement and none of the transactions to be processed by Bank are prohibited by applicable law, (vi) none of the Customer's employees are a national of a designated blocked country or "Specially Designated National," "Blocked Entity," "Specially Designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization," as defined by the United States Office of Foreign Assets Control, and (vii) Customer and the clients with whom Customer does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes.

3.2 Bank.

(a) We represent and warrant to you that: (i) this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law, our charter or bylaws or any material agreement binding on us; and (ii) this Agreement is our valid, legal and binding obligation enforceable against us in accordance with its terms.

(b) EXCEPT AS EXPRESSLY PROVIDED FOR IN THE SERVICE DOCUMENTATION OR OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY SERVICE OR OUR PERFORMANCE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

4. AUTHORIZED AGENTS.

Unless otherwise provided in this Agreement, the individuals authorized to initiate or otherwise manage a Service are designated on the DOS as "**Agents**". The bank will be entitled to rely on any written notice or other written communication, including but not limited to, emails, believed by us in good faith to be genuine and to have been submitted by the Agent or Agents authorized Users, and any such communication will be deemed to have been duly authorized. Customers must notify the Bank of any changes in the designation of Agents by providing prior notice of such a change to Bank and a new DOS. We will not be responsible for losses if you fail to timely and properly notify us of changes in Agent authorization and/or contact information.



5. DEPOSIT ACCOUNT TERMS AND CONDITIONS.

Customer acknowledges and agrees that Customer's deposit accounts maintained with Bank (individually "**Account**," collectively "**Accounts**") are an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of your applicable deposit account agreement, terms and conditions (the "**Account Agreement**"). The Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement will control over any inconsistent terms and conditions between this Agreement and the Account Agreement. Furthermore, the Bank's standard Disclosure Agreement and Account opening documentation requirements are incorporated by reference into this Agreement.

6. PAYMENT FOR SERVICES.

Customer will pay Bank for the Services provided pursuant to the "**Fee Schedule**" or other pricing information provided by Bank from time to time as set forth on Schedule A to the DOS Form, which is subject to change upon notice from Bank to Customer. Customer will maintain with Bank one or more Accounts and will maintain sufficient available balance in such Account(s) to support any transaction initiated under the Services and to cover any fees Customer is obligated to pay under this Agreement. Bank may, at its option, bill Customer, or debit Customer's Account(s) for the Services rendered. If at any time there is not a sufficient available balance in an Account to cover all outstanding transactions and other payment obligations of Customer under this Agreement, and in addition to any rights Bank has under the Account Agreement, Customer agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations.

7. STATEMENTS.

All transactions which result in a debit or credit to the Account initiated by Customer using the Services will be reflected on Customer's regular account statements electronically delivered or made available to Customer or mailed to Customer at the address in Bank's records. You acknowledge that you are in the best position to discover erroneous charges, payments, missing or incorrect deposits, credits or debits or other entries to your Account ("errors") or other Account problems. You agree to promptly examine each statement, record, notice, canceled check and other items provided or made available to you (whether originals, images, copies or in other formats) and to promptly notify us of any errors or Account problem. Your failure to provide reasonably prompt notice to us may affect any rights you may have against us with respect to the error or Account problem. Customer will notify Bank within thirty (30) days after Account statements are made available to Customer, of any discrepancies between the Account statements and the Customer's records of transactions initiated through the Services. You further agree you must notify us of a forged or unauthorized signature, or alteration within a reasonable time under the circumstances (not to exceed 30 days) after we send or otherwise make available to you your checks (whether originals, images, copies or in other formats) or information identifying your checks or transactions. You must notify us of any other error or Account problem, including an erroneous statement entry, unauthorized or missing endorsement, discrepancy or improper charge or entry within 60 days of the date we sent or otherwise made available to you your statement or other information indicating the error or Account problem. Failure of Customer (i) to notify Bank within said time periods above of any such discrepancies, or (ii) to notify Bank of Customer's non-receipt of Customer's regular Account statements within a reasonable time not to exceed sixty (60) days from the date of the statement, will preclude Customer from asserting any claims for damages or other liabilities against Bank by reason of such discrepancies.



8. CUSTOMER DATA AND INFORMATION.

Customers will transmit or deliver data and other information in the format and in the media as provided for in the Addendum for that Service or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by Customer. Customer will have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Customer acknowledges and agrees that Bank will not examine the data for correctness, and Bank will not have any responsibility for detecting errors in the data transmitted by Customer. The data transmitted by Customer must be legible, correct, and complete. Bank will not process, and Bank will not be liable to Customer for failure to process, the data if it is not in the format specified by Bank, if the data is incomplete, or if Customer has not complied with applicable Security Procedures. The bank will not be liable for errors or omissions caused by data that is rejected as the result of Customer's failure to provide the data in accordance with the standards specified in any Service Documentation. Customers will deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement or the applicable Service Documentation. The bank will have no obligation to process data or perform the Service if the data is not received by Bank by the specified deadline.

9. UPDATE NOTICE.

Customer will provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any material change in business, any new business, the identity of principals or owners, and the form of business organization. Such notice must be received by Bank within five Business Days of the change. Customer will provide any additional information requested by Bank within five Business Days of such request.

10. CUSTOMER SECURITY RESPONSIBILITIES.

10.1 General Security Measures. We require that the authenticity of any payment order, Automated Clearing House ("ACH") entry, entry data, batch release, electronic data or transmission or other instruction to transfer or pay funds or pay, return or issue checks (each, an "**Order**") issued to us in your name in connection with any Service be verified pursuant to security procedures as provided in this Agreement or in the applicable Service Documentation ("**Security Procedures**"). We may also require that other instructions you issue to us be delivered and accepted in compliance with Security Procedures. For Orders originated by you through Business Online Banking, the Security Procedures are described in this Agreement in Section 21. For Orders delivered to us through other means, whether by telephone, computer transmission, facsimile or other acceptable or agreed upon means, the Security Procedures are described in the relevant Service Documentation. Furthermore, Customer agrees to implement reasonable security measures to assure that only Customer's authorized Users have the ability to transmit an Order. You should carefully review the Security Procedures in light of the size, amount and frequency of your transactions. Your use of the Service indicates your agreement that the Security Procedures are commercially reasonable. If instead of accepting and following the Security Procedures we offer, you choose to communicate with us pursuant to some other procedure, you are refusing the Security Procedures we recommend as commercially reasonable, and you will be bound by any Order issued in your name and accepted by us in compliance with the procedure you choose.

10.2 Security Procedure Limitations. You acknowledge that the Security Procedures are used to verify the authenticity of, but not to detect errors in, any Order you transmit. From time to time, we may, in our option, use additional procedures to verify or authenticate Orders. The Security Procedures do not verify the actual identity of the Users of the Services and do not monitor the actions of the Users to determine whether their Orders exceed the scope of their authority. The Security Procedures are in addition to, and do not limit, revoke or affect the authority of any Agent, user, or employee to transmit Orders, or any agreement now or hereafter existing between you and us relating to Orders. We may continue to rely



upon such authority and agreements, and we are authorized to act upon Orders received from people acting pursuant to such authority or agreements.

10.3 Protection of Information Sources. Customer will be solely responsible for preventing and safeguarding against unauthorized transmissions and unauthorized access to the following, all of which are referred to collectively as “**Information Sources**”: (i) original checks; (ii) check images; and (iii) Customer information, systems, connections and equipment that interface with, connect to or allow access to Bank, its information, systems and equipment, including but not limited to instructions, codes, passwords, procedures, including security-related procedures or any passwords, codes or PINs used in transmitting the check images, ACH entries, wire transfers or other sensitive information. Customer will establish, maintain, and enforce physical and technical commercially reasonable security practices, techniques, and procedures with respect to access, storage, and maintenance to safeguard against unauthorized transmissions and unauthorized access to the Information Sources. Such practices, techniques, and procedures will be no less than the security-related requirements set forth in any applicable laws, regulations, regulatory guidelines, and rules. Customers will take appropriate security measures to ensure that: (a) only authorized personnel will have access to Information Sources, and (b) that the information obtained from Information Sources is not disclosed to third parties. You also agree to maintain the confidentiality of all Service Documentation, software and other proprietary information regarding the Service which we provide to you.

10.4 Notice. Customer will notify Bank immediately, followed by written confirmation, if Customer has reason to believe or suspects there has been any unauthorized access to the Information Sources or unauthorized transmissions (a “**Breach**”). Your notice will not affect any action taken by us, including transfers made or instructions carried out prior to the time we have received the notice and have had a reasonable opportunity to act on it. The customer agrees to assist the Bank in determining the manner and source of the Breach. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit). If you believe any password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call Bookkeeping at (715)723-2265 or write to Bookkeeping at 202 N. Bridge St., Chippewa Falls, WI 54729.

10.5 Our Obligations Regarding Information Sources. We protect the confidentiality of your financial information including your Information Sources you provide to us in connection with the Services (including confidential information relating to your customers) and agree to use such information only to carry out the Services to you and as otherwise permitted by law or any agreement between us.

10.6 Security. Customer is solely responsible for providing for and maintaining the physical electronic, procedural, administrative, and technical security of data and systems in Customer’s possession or under Customer’s control. Bank is not responsible for any computer viruses (including, but not limited to, programs commonly referred to as “malware,” “keystroke loggers,” or “spyware”), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is at Customer’s own discretion and risk, and Bank is not responsible for any damage to Customer’s computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer’s operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer’s operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer’s operating systems or accessed through an Internet connection.



10.7 Use of Information Sources. All uses of the Services in accordance with the Security Procedures will be deemed to be authorized by and binding on you. Your failure to protect Information Sources may allow an unauthorized party to (i) use the Service(s); (ii) access your electronic communications and financial data; and (iii) send Orders and communications to us or receive information from us. We shall have no responsibility or liability whatsoever for any loss due to any unauthorized Order, instruction or other communication, unless and to the extent such loss was caused by our negligence or willful misconduct.

10.8 Internet and E-Mail Security. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other Internet frauds and schemes (including, but not limited to, frauds commonly referred to as "phishing," "pharming," and "business e-mail compromise"). In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Agents or employees will respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

11. ELECTRONIC COMMUNICATIONS.

Customer may elect to send or receive instructions or reports from Bank related to Services via electronic means, including, but not limited to, facsimile transmission, voice mail, unsecured e-mail, text messages, or other telephonic methods ("**Electronic Transmission**"). Customers acknowledge that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay, and observation or receipt by unauthorized personnel. The bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by Customer. Should Customer elect to send or receive Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank will not be liable for any loss that results from the non-receipt, disclosure, or alteration of any such Electronic Transmission.

12. LIMITATION OF LIABILITY.

Customer agrees that Bank's responsibility to Customer will be limited to the exercise of ordinary care. Our ordinary care is to be evaluated based on reasonable commercial banking standards prevailing in our industry and location for similarly situated commercial banks. Customer and Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. In the performance of the Services, Bank will be entitled to rely solely on the information, representations, covenants, agreements and warranties provided by Customer pursuant to this Agreement and will not be responsible for the accuracy or completeness thereof. CUSTOMER EXPRESSLY AGREES THAT IN NO EVENT WILL THE BANK PARTIES (AS DEFINED BELOW) BE LIABLE FOR LOST PROFITS OR FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, OR INCIDENTAL LOSSES OR DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES CONTEMPLATED BY THIS AGREEMENT EVEN IF BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF ANY SERVICES VIA THE INTERNET AND ACCESSES, THE SAME AT ITS OWN RISK. BANK EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH ANY BANK SYSTEM OR THE



NORTHWESTERN
BANK

INTERNET OR ACTIONS TAKEN ON THE INTERNET, AND BANK EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. BANK IS NOT RESPONSIBLE FOR ANY OVERDRAFTS BY CUSTOMER OR FOR ANY ACTIONS OR OMISSIONS OF CUSTOMER THAT RESULT FROM OR ARISE OUT OF ANY DIFFERENCE IN THE AVAILABLE BALANCE AND CURRENT BALANCE OF ANY CUSTOMER ACCOUNT MAINTAINED WITH BANK. Our sole and exclusive liability for our loss, destruction, or erroneous transmission of ACH entries or entry data shall be to assist you in recreating or regenerating such entry data or retransmitting the transactions based on that entry data. If in any case we are liable to you for lost interest, we will calculate interest based on our then current account analysis earning rate. "Bank Parties" shall mean Bank, its officers, employees, agents, affiliates, attorneys, and contractors.

Except and to the extent caused by Bank's gross negligence or willful misconduct, Bank will not be liable for: (i) the failure of Customer to maintain its security, (ii) Customer's acts or omissions (including, but not limited to, the amount, accuracy, timeliness of transmittal, or due authorization of any entry or Order received from Customer), (iii) nonperformance, malfunction, or incompatibility of Customer's hardware or software, or the malfunction of the information reporting system beyond Bank's reasonable control, (iv) acts and omissions of transferee institutions and their personnel, or (v) any and all claims or damages resulting from, or related to, any computer virus, unauthorized intrusion or related problems that may be associated with using electronic mail, the Internet, or Customer's equipment.

13. INDEMNIFICATION.

CUSTOMER WILL INDEMNIFY AND HOLD BANK HARMLESS FROM ANY CLAIM, LOSS, PENALTY, ASSESSMENT, COST OR DAMAGE, WHETHER IN CONTRACT OR IN TORT (INCLUDING REASONABLE ATTORNEYS' FEES), AND ARISING OUT OF ANY ERRORS, NEGLIGENCE, ACTION, NON-ACTION, OR INVOLVEMENT BY CUSTOMER OR BANK PARTIES, OR THEIR RESPECTIVE OFFICERS (INCLUDING INDIVIDUALS PORTRAYING THEMSELVES AS OFFICERS), EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS, AND ATTORNEYS, UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THOSE ASSERTED BY THIRD PARTIES FOR REIMBURSEMENT OR DAMAGES, THOSE RESULTING FROM A BREACH OR NONCOMPLIANCE OF ANY RULES, REGULATIONS, OR OPERATING PROCEDURES BY CUSTOMER, THOSE RESULTING FROM THE DELAY OF ANY CLEARING HOUSE OR ANY FINANCIAL INSTITUTION OTHER THAN BANK IN CREDITING, OR THE FAILURE OF SUCH INSTITUTION TO CREDIT THE AMOUNT OF ANY TRANSACTION, AND THOSE WHICH ARISE OUT OF OR UNDER EFTA, ANY APPLICABLE STATE ELECTRONIC FUND TRANSFER RULES OR REGULATIONS, THE NACHA RULES, OR ANY RULES OR GUIDELINES OF ANY AUTOMATED CLEARINGHOUSE, except that such indemnification by Customer of Bank Parties will not apply to those losses to the extent such losses are caused by the Bank's gross negligence or willful misconduct. Customer agrees to hold Bank Parties harmless from any and all losses, costs, suits, expenses, liabilities, damages, and attorneys' fees arising from or related to Bank Parties acting in good faith in accordance with instructions or information if Bank has followed the procedures as contained in this Agreement, and Customer further agrees that Bank assumes no responsibility beyond its duty to exercise ordinary care. Customer will indemnify Bank for any loss or liability from the breach of any of the warranties of an originating bank caused by Customer for any entries initiated by Customer. Customer agrees to hold Bank Parties harmless for all damages resulting from Customer's failure to follow all of its or Bank's Security Procedures and the terms of this Agreement.



14. TERM AND TERMINATION.

14.1 Term and Termination. This Agreement will continue in full force and effect until all Services have been terminated. Unless otherwise set forth herein, any Service may be terminated at any time by either you or us upon at least thirty (30) days' prior written notice to the other party. Only the Service specified in such notice will be terminated, and no other Services will be affected. Even if this Agreement or any or all of the Services are terminated under this subsection, this Agreement will continue in full force and effect as to all transactions that Bank began processing before such termination.

14.2 Bank Termination. Bank may terminate this Agreement or any Service immediately upon written notice to the Customer in the event of: (i) Customer's breach of a material obligation, representation, warranty or agreement made by the party under this Agreement; or (ii) Customer's insolvency, receivership, voluntary or involuntary bankruptcy, or the institution of any proceeding therefore, or any assignment for the benefit of Customer's creditors, or if in good faith opinion of Bank, the financial condition of Customer has become impaired.

14.3 Termination of Licenses; Software. Upon termination of any or all Services under this Agreement: (i) Customer will immediately return to us or destroy the originals and all copies (in all formats and media) of software programs we licensed to you, all user guides, and security and access devices, and equipment; and (ii) any licenses granted by us to you with respect to those terminated Services under the applicable Service Documentation will automatically terminate.

14.4 Survival. All provisions relating to representations and warranties, indemnification, limitations of liability, and confidential information will survive termination.

15. SETOFF & SECURITY INTEREST.

In accordance with the terms of the Account Agreement, in addition to our rights under this Agreement, we may exercise the right of set-off against any or all of your Accounts and deposits and you grant us a first priority security interest in all Accounts owned by you now or in the future with us or any of our affiliates to secure payment of any and all obligations regarding Services provided under this Agreement.

16. FORCE MAJEURE EVENTS.

Bank will not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Bank's control.

17. USE OF THIRD PARTIES.

We may use the services, software, hardware or equipment of a third party to provide or facilitate all or any portion of the Services. You agree that we may disclose to any such third party any information regarding you necessary to provide the Service and related support to you. You release us from any liability for failures, acts, or omissions of any third-party system operator including, but not limited to, unauthorized access to theft or destruction of your information or instructions.



18. NOTICE.

Except as may be otherwise specified in the Service Documentation for a particular Service, all notices and other communications by you or us relating to this Agreement and or any Service Documentation generally shall be in writing and: (i) if to you, addressed to your primary address as shown on our records or, if permitted by law, delivered electronically; or (ii) if to us, addressed to businessbanking@northwesternbank.com, or Northwestern Bank, 202 North Bridge Street, P.O. Box 49, Chippewa Falls, WI 54729.

Any notice or communication to you or us will be effective when it is actually received and there has been a reasonable time to act on it except that written notice or communication to you will be effective no later than five (5) days after it was mailed by first class certified or registered mail, return receipt requested whichever is earlier. We are entitled to rely on any written notice or other communication that we believe in good faith to be genuine and to have been signed by your authorized representative. We are permitted at our sole discretion, to act on e-mail notices from you sent to bookkeeping@northwesternbank.com or otherwise, although we shall be under no obligation to do so. We will accept any such communication unless we notify you to the contrary. You should be aware, however, that sending any personally identifiable information (such as account numbers, tax identification numbers, etc.) by unsecured e-mail is not advisable and you assume all risks of loss arising from your use of such delivery method should you choose to do so. We reserve the right to give notices and communications to you in such form or medium as we consider reasonable and by such means as are permitted by applicable law.

19. MISCELLANEOUS.

19.1 Entire Agreement. This Agreement and the Service Documentation constitute the entire agreement between you and us with respect to the Services and supersedes and replaces any previously made proposals, representations, warranties or agreements, express or implied, either oral or in writing.

19.2 Amendment. We may amend this Agreement by written notice sent to you in accordance with this Agreement. Except as specifically provided in the Service Documentation, any amendment to this Agreement (other than a change in fees and charges) will be effective thirty (30) days after notice of the amendment is sent to you. Notices of increases in our fees or charges will be effective on the date indicated in the notice. If an effective date is not indicated, the effective date will be thirty (30) days from the date the notice was sent. This paragraph does not apply to the changes and updates described in Section 2.4 of this Agreement.

19.3 Business Days. Our "Business Days" are Monday through Friday except for Federal Reserve posted holidays as listed and available at the following link: <https://www.federalreserve.gov/aboutthefed/k8.htm>, as modified by the Federal Reserve from time to time.

19.4 Assignment. You may not assign this Agreement or any Service or your rights under this Agreement without our prior written consent. Any purported assignment of this Agreement or any Service without our written consent is void.

19.5 Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy; and no single or partial exercise by a party of any right or remedy under this Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right.



19.6 Severability. If a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

19.7 Binding. This Agreement is binding upon and will inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person except as explicitly provided in this Agreement, and no other person shall have any right against you or us under any of this Agreement.

19.8 Terms. Where appropriate, terms defined in this Agreement in the singular shall be deemed to include the plural and those defined in the plural shall be deemed to include the singular.

19.9 Counterparts. This Agreement may be executed in multiple counterparts, and electronically exchanged, with the same effect as if you and we had executed the same document, and all counterparts must be construed together as one instrument.

19.10 Governing Law and Venue. This Agreement is governed by and must be construed in accordance with the laws of the State of Wisconsin, including the Uniform Commercial Code as in effect in the State of Wisconsin from time to time (the "UCC"). Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin, in each case located in Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

The Following Section applies only if you have enrolled in Business Online Banking.

20. BUSINESS ONLINE BANKING.

In addition to other means of accessing our Services, we offer you the ability to access a variety of our Services and other features via the Internet through "**Business Online Banking**" or "**BOB**". Your use of a Service through Business Online Banking is also subject to the terms and conditions of the Service Documentation for that Service.

20.1 Business Online Banking Services. BOB provides direct access to these Services via the Internet. To establish these Services, you must complete certain enrollment forms or other documents ("**Enrollment Forms**") evidencing your desire to access your Accounts using the Business Online Banking and identifying the specific Accounts that will be accessible for each selected Service. The specific Services available to you are identified in the DOS Form or the Enrollment Forms. Your signature on such forms constitutes your agreement to the terms of this Agreement. Additional information relating to Business Online Banking is included in any instructions provided to you and such materials are incorporated into this Agreement and the Service Documentation by reference. Services included with BOB are as follows: viewing account information, viewing check images, viewing previous statements for checking and savings, transferring funds among deposit accounts with us, making payments out of deposit accounts with your loan accounts with us, initiating stop payment orders, transferring funds to other financial institutions, initiating transfers from accounts at other financial institutions to your account with us, and Small Business CheckFree. Additional Services may be made available from time-to time, subject to the terms and conditions of this Agreement. Subject to available funds, you may transfer funds using the BOB in any amount.



20.2 E-Corp Administrator. You agree to identify, in your Enrollment Forms or the DOS Form, a person to be your BOB administrator, (the “**E-Corp Administrator**”). This will be the person(s) who you authorize to have access to your Accounts and their respective access rights relative to your Accounts. We will issue a temporary password to your E-Corp Administrator. You understand and agree that upon receipt of the initial password by the E-Corp Administrator, the E-Corp Administrator will have full access to perform all of the Services we provide to you over Business Online Banking and the E-Corp Administrator shall immediately change the temporary password. You understand and agree that the E-Corp Administrator also has the authority to assign usernames and passwords (“**Credentials**”) to other persons (“**Users**”), to identify the Services that may be performed using the Credentials, and to amend any Credentials and the Services that may be performed using the Credentials. You understand that to anyone to whom you disclose your Credentials, and anyone who has access to your Credentials, will have full access to the Services you can perform on BOB related to the Credentials, including potentially full access to your Accounts. A User’s authority will be limited only to the extent that the Credentials were established with limitations on the Services that could be performed using such Credentials. We are entitled to presume that all communications containing proper Credentials are authorized by you and to act upon those communications, and you will be bound by any transaction performed by any person using such Credentials. You assume full responsibility and liability for the consequences of any misuse of unauthorized use of or access to BOB or disclosure of any confidential information or instructions of yours by your Users, employees, agents or other third parties that gain access to your Credentials. The use of the Credentials as a security measure supersedes any other security procedures in agreements you have with us relating to funds transfers. Customer agrees to notify Bank at once if it believes any Credentials have been learned by an unauthorized person. If Bank believes that security has been breached, it may change the Credentials, including the password, without prior notice.

20.3 Business Days. We can process a fund transfer on the same Business Day as your instructions, if we receive your instructions before our BOB cut-off hour of 6:00 p.m. on a Business Day. If we receive your instructions after the end of our Business Day, we will process the transaction on our next Business Day. If you schedule an internal fund transfer for a future date, we process the transaction after the close of business on that date, if that day is a Business Day. If the date you request for a future transfer is not a Business Day, we will process the transaction on our next Business Day. If you schedule a recurring funds transfer and the transfer date does not exist in a month, the transfer will be processed on the last Business Day of that month.

20.4 Information Reporting Services. You may use BOB to access, view and receive information about your Account(s), including balances and transactions, and other information relating to your relationship with us (including, but not limited to information on any loans, transactions or other Services you use) as we may provide or make available to you (collectively, the “**Information Reporting Services**”). Information available and provided through the Information Reporting Services changes frequently and is subject to updating verification and correction by us from time to time and at any time throughout the day. Information may change between when we last sent the information to you or electronically posted it and when you receive or access the information and, therefore, you are solely responsible for any actions taken in reliance on information presented through the Information Reporting Services, including any actions that may result in an overdraft or incorrect payment you make

20.5 Canceling Funds Transfers.

(a) Canceling a Funds Transfer. You may cancel or change the pending funds transfer by selecting and accurately completing the appropriate fields from the payment menu. Cancellations or changes to a funds transfer must be made in the appropriate fields by 6:00 p.m. prior to the cutoff time at the latest on the Business Day before the Business Day, the transaction is to be processed by



us. Except for preauthorized transfers, described below, if you do not cancel or change a funds transfer or payment prior to the time described above, we may process the transaction.

(b) Preauthorized Transfers. If you tell us in advance to make a regular payment at a regular time out of your Account without further action by you (a preauthorized transfer), you can stop these payments either by following the procedure in the preceding paragraph, or you can call us at (715)723-2265 or write us at 202 N. Bridge St., Chippewa Falls WI 54729, in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing in a form approved by us and get the form to us within 14 days after you call. We require that you tell us the exact amount of the debit, the next date the debit is to be made, and the exact name of the payee. Your stop payment will apply only to the debit you stopped and not to subsequent debits to that payee, unless you specifically instruct us to cancel all of such debits to that payee.

(c) Our Rights. If we fail to cancel or stop any funds transfer, we have all of the rights given to us under our Account Agreement with you for failing to comply with a valid stop payment request as though the transfer request is a check.

(d) Overdrafts. When you schedule a funds transfer using BOB, you authorize us to withdraw the necessary funds from your designated Account with us. We deduct the amount of your funds transfer from your designated Account on the date we process your instruction. Each instruction to us to withdraw or transfer from an Account is an Order to us to pay from that Account at that time or on a later date, if any, indicated in the instruction. We will not charge any fund transfers against the Account if those charges create an overdraft and fee will be charged. If the Account is maintained in connection with an overdraft credit plan, an overdraft will not be created. If your Account does not have sufficient funds, the transfer request will be attempted until there are sufficient funds in the Account or the transfer is deleted.

(e) Limitations on Transfers. Under federal regulations, you may make no more than six preauthorized electronic fund transfers and telephone transfers, including BOB transactions, checks and point-of-sale transactions per month from your savings or money market deposit account. Each fund transfer through BOB from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. (However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.)

(f) Fees. We will charge you for BOB fees as set forth in our Fee Schedule, as amended by us from time to time, in accordance with the terms of this Agreement.

(g) Periodic Statements. Your BOB account activity will appear on your periodic Account statement(s). If there are no transfers in a particular month, you will receive statements at least quarterly.

20.6 Our Obligations. We are not obligated to make any transfer:

(a) If, through no fault of ours, your Account does not contain sufficient collected funds to make the transfer.

(b) If the money in your Account is subject to legal process or other encumbrances restricting the transfer.

(c) If the transfer goes over the credit limit on your overdraft credit plan, if any.



- (d) If the transfer system was not working properly and you knew about the breakdown when you started the transfer
- (e) If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer or use of BOB despite reasonable precautions that we have taken.
- (f) If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- (g) If you have not properly followed the instructions for using the BOB.
- (h) If your operating system is not properly installed or functioning properly.
- (i) For errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with BOB, including, without limitation, your inability to access BOB or any part of BOB.
- (j) For a failure to provide access or for interruptions in access to the BOB due to BOB system failure.

20.7 Termination. We may modify, suspend or terminate your privilege of using BOB and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate BOB, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. You may terminate as set forth in this Agreement. Termination shall not affect the rights and obligations of the parties for transactions made with Business Online Banking before termination. Your termination of your BOB will automatically terminate any pending transfers and payments.

20.8 Stop Payment.

(a) You may use BOB to transmit an order for us to stop payment on a check you issued, except for cashier's checks, official checks, or other cash equivalent item (each a "**Stop Order**") on your Account, and we agree to provide such Services relating to such Stop Orders subject to the terms herein. We are authorized to rely on Stop Orders received through BOB and you agree that a Stop Order placed under this Service constitutes a writing pursuant to Section 4-403 of the UCC. We will process requests received prior to the posted cutoff time on the same Business Day. We must receive a Stop Order request at a time that will give us a reasonable opportunity to act on it prior to payment of the item. Generally, Stop Orders are not processed until the cutoff time or later on that Business Day. To place a Stop Order, you must provide all information we require (the "**Required Information**") and the Required Information must precisely identify a check you have issued on your Account, or the Stop Order shall be void and not processed. We also require you to provide a reason for the Stop Order and your phone number, as well as the duration to maintain the Stop Order.

(b) STOP ORDERS ARE NOT EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP ORDER WAS PLACED, WE HAVE ALREADY CASHED THE ITEM OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP ORDERS ARE PROCESSED BY COMPUTER. WE WILL ASSUME NO RESPONSIBILITY IF ANY INFORMATION PROVIDED IS INCORRECT OR INCOMPLETE THAT WOULD CAUSE THE CHECK TO BE PAID (i.e. incorrect check number, amount, account number or date). ONCE PLACED, THE STOP ORDER WILL REMAIN IN EFFECT FOR SIX MONTHS FROM THE DATE WHEN IT WAS AUTHORIZED. AN AUTHORIZED BUSINESS REPRESENTATIVE MAY RENEW THE STOP



ORDER FOR AN ADDITIONAL SIX-MONTH PERIOD WHEN THE EXPIRATION DATE ARRIVES. YOU ARE RESPONSIBLE FOR MONITORING THE EXPIRATION OF STOP ORDER. NO NOTICE WILL BE PROVIDED TO YOU THAT A STOP PAYMENT IS EXPIRING. Please refer to our separate Fee Schedule for Stop Order fees, as amended by us from time to time in accordance with the terms of this Agreement.

(c) **IN ORDER TO CANCEL A STOP ORDER, AN AUTHORIZED REPRESENTATIVE IS REQUIRED TO FAX OR DELIVER A WRITTEN REQUEST TO A NORTHWESTERN BANK LOCATION. STOP ORDERS CAN NOT BE CANCELED VIA E-MAIL OR BOB.**

20.9 **Bill Pay Services.** If you enroll in our online CheckFree bill payment services, you can pay bills either on an automatic, recurring basis or periodically as you request and in accordance with the Service Documentation.

20.10 **Positive Pay.** Customer may utilize Bank's "**Positive Pay**" to monitor check and/or ACH transactions posted against Accounts identified by Customer on the Service Documentation or the DOS Form. In the event Customer does not elect to utilize Positive Pay or enrolls in Positive Pay but fails to use it in accordance with this Agreement, Customer will be treated as having assumed all risk of any loss that could have been prevented by its use of Positive Pay. Furthermore, for actual damages incurred by you as a direct result of Bank's failure to exercise reasonable care, Customer agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of Customer choosing not to utilize Positive Pay. Positive Paycheck fraud prevention is designed to reduce the likelihood that an unauthorized Check will be paid against the Customer's Account. Customer will submit electronic files to Bank that identify checks that have been validly issued by Customer and are payable against the Account. As checks are presented for payment, Bank will match the incoming checks against the list of issued items. Checks that do not match the list of validly issued checks provided by Customer will be reported electronically to Customer by Bank. This will enable to Customer to instruct Bank to return checks drawn on an Account that appear to be counterfeit, altered, or otherwise not validly issued by Customer.

(a) **Check Issue Data.** Customer will provide Bank with the complete issue date, check number, payee, and amount for each check issued ("**Check Issue Data**") on the Account. Customer agrees to provide the Check Issue Data to Bank on the same day that the checks are issued, in the format and medium specified by Bank. In performing the Service, Bank will utilize that Check Issue Data to electronically compare to checks presented against the Account. Customers must provide Bank with the file of Check Issue Data via BOB, no later than 5:00 p.m. CST (Central Standard Time) on a Business Day. Customers may send more than one file per day. Check Issue Data files that are received by Bank after 5:00 p.m. CST will be processed next Business Day. Bank may change the format and medium of submission of the Check Issue Data at any time by giving Customer at least twenty (20) days' prior notice of such change. The customer is solely responsible for any errors contained in the Check Issue Data. It is the sole responsibility of Customer to confirm that the Check Issue Data is received by Bank. Customers take responsibility for all the risks of failure of communication systems and Customer's software systems.

(b) **Payment of Matching Checks.** If a check presented against the Account matches the Check Issue Data, Bank will make final payment and charge the matched check to the Account.

(c) **Exceptions Report.** Bank will notify Customer via email in the event a check has been presented for payment that does not match the Check Issue Data (an "**Exception Item**").

(d) **In-Person Exception Item.** Notwithstanding anything to the contrary



contained herein, when a Customer's check is presented to Bank for payment in person to a Bank employee (an **"In-Person Check"**) and Bank determines that the In-Person Check presented for payment from the Account is inconsistent with the information contained in the Check Issue Data (an **"In-Person Exception Item"**), Bank shall refuse to pay the In-Person Exception Item and refer the In-Person Exception Item to Customer.

(e) Return Instructions. If Customer is informed by Bank that an Exception Item has been identified, Customer must instruct Bank through Business Online Banking to pay or return the Exception Item (a **"Pay/Return Decision"**). Each Exception Item must be identified by complete check number and dollar amount. Customer may view images of Exception Items in Business Online Banking prior to making the Pay/Return Decision. Bank must receive the Pay/Return Decision from Customer via Business Online Banking no later than 11:00 a.m. CST on the same Business Day that the Exception Item was originally presented to Bank for payment, or if Bank delivers notification of an Exception Item to Customer after 11:00 a.m. CST on a particular Business Day, then Customer receiving notification of an Exception Item shall provide Bank a Pay/Return Decision through Online Banking by 11:00 a.m. CST on the following Business Day (in either case, the **"Notification Deadline"**). Bank is under no obligation to pay an Exception Item if the Pay/Return Decision is received by Bank after the Notification Deadline, and Customer's failure to provide its Pay/Return Decision by the Notification Deadline will be considered by Bank to be explicit authorization by Customer to return all Exception Item(s) for that day.

(f) Fees. Customers shall pay the Bank fees and expenses for the Positive Pay Services. Fees and expenses shall be charged by Bank to Customer in accordance with the then-current Fee Schedule, and the same may be modified by us from time to time and in accordance with the terms set forth in this Agreement. Furthermore, Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Account. Customer shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement.

(g) Limitation of Liability and Indemnification.

(1) Any check that Bank returns in accordance with the terms of this Agreement will be deemed to not be properly payable. Any check drawn on the Account that the Customer authorizes Bank to pay in accordance with the Agreement will be paid without Bank performing any other check verification procedures. Customer hereby agrees that once Customer has authorized the payment of a check or other debit transaction from the Account utilizing the Bank's Positive Pay service, Bank will have no liability whatsoever for paying the check, regardless of whether or not the item was validly issued by Customer and whether or not Bank has performed any additional check verification procedures for the item. Customer (i) agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of Bank returning or paying a check or other debit transaction against the Account based on Customer's Pay/Return Decision, and (ii) releases and forever discharges Bank, its officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgements, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, which Customer has, or even can, may or shall have or claim to have against Bank regarding or relating to the payment or return of any check pursuant to the provisions of this Agreement.

(2) If Bank fails to identify or notify Customer that the contents of a check do not conform to the Check Issue Data, as required hereunder, the liability of Bank to Customer shall be limited to the lesser of the actual damages to Customer or the amount of the applicable check. In no event shall the Bank be liable to Customer for any other damages, consequential or otherwise, which may result from such failure.



(h) Stop Payment and Return Decisions. The Service shall not be used as a substitute for Bank's Stop Payment service. Customer agrees to follow Bank's standard Stop Payment procedures if Customer desires to return a matching or other check that was validly issued. Nothing in this Agreement will limit (i) Customer's right to stop payment on any matching or other check; (ii) Bank's right to return any matching or other check that Customer has authorized Bank to pay if Bank determines, in its sole discretion, that the check is not properly payable for any reason; or (iii) the right of Bank to return any check or debit transaction when there are insufficient collected and available funds in the Account. Nothing in this Agreement will be construed as obligating Bank to perform any verification procedures on any checks or other debit transaction that Customer has authorized Bank to pay, although Bank may choose to perform certain check verification procedures in its sole discretion.

20.11 ACH Origination. Customer has requested that Bank permit it to initiate debit and credit entries to accounts maintained at Bank and other financial institutions by means of the ACH Network. Bank has agreed to do so on the terms of this Agreement. This Agreement governs the Customer's use of ACH origination Services. In the event of conflict between Section 20.11 of the Agreement and any Section of this Agreement or other agreement with the Bank, this Section 20.11 shall prevail, unless otherwise provided herein.

(a) Definitions. For purposes of this Section, terms all have the meanings provided in the Rules (as defined below):

(1) **"Effective Entry Date"** means the date included in any Entry as the date upon or after which such Entry is to be effective.

(2) **"Entry"** has the meaning given in the Rules, except that it shall also include an "On-Us Entry."

(3) **"On-Us Entry"** means a debit or credit Entry to an account maintained at the Bank.

(4) **"Online"** refers to use of the Internet website designated by Bank used to transmit or receive electronic transactions, instructions, notices or other communication but does not include transmissions by telephone, fax, in person, regular mail, express mail or e-mail.

(5) **"Rules"** means the rules of the National Automated Clearing House Association and Appendices to the rules of the National Automated Clearing House, as amended from time to time.

(b) Compliance with the Rules and Applicable Law. Customer's rights and obligations with respect to any Entry are governed by the Rules, this Agreement, and applicable law. Customer acknowledges receipt of a copy of, or availability of, the Rules. The Rules may also be purchased by contacting your Regional Payments Association. Customer agrees to be bound by the Rules. Customer represents and warrants that it will comply with the Rules, United States laws, and other applicable laws, regulations, and regulatory requirements and that it will not transmit any Entry or engage in any act or omission that violates or causes Bank to violate the Rules, applicable laws, regulations, or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control, sanctions, or executive orders. Bank may terminate or suspend this Agreement upon written notice and identification of a material breach by Customer of the Rules. Furthermore, Bank shall have the right to initiate an audit of Customer procedures for compliance with this Agreement and the Rules, upon written notification to Customer.



(c) Transmittal of Entries and Physical and Electronic Security Procedures.

(1) Customers shall transmit any and all debit or credit Entries designated in Schedule C to the DOS Form to the Bank in accordance with the Rules and this Agreement. Customer shall comply with the “**Security Procedures**” described in Schedule C to the DOS Form. Customers acknowledge that the Security Procedures are for verification of authenticity and do not detect errors in the transmission or content of the Entry. No security practice or procedure for the detection of any such error has been agreed upon between the Bank and Customer. Customer authorizes Bank to follow any and all instructions entered, and transactions initiated using applicable Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or any security device has been stolen, compromised, or otherwise become known to persons other than Users and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer’s deposit account maintained with Bank, and Customer agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Customer’s written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all Entries initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by User, to the fullest extent allowed by law. Customer may not reinitiate entries except as prescribed by the Rules.

(2) Customer shall prevent and safeguard against unauthorized transmissions, disclosures, and access to the following (all of which are referred to herein as “**Security-related Items**”): information (including but not limited to Security Procedures, instructions, passwords and user identifications), systems and equipment that interface with, connect to, or allow access to the Bank, its information, systems, and equipment. Customers shall establish, maintain, and enforce physical and logical commercially reasonable security practices, techniques, and procedures with respect to access, storage, and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items. Such practices, techniques, and procedures shall be no less than the security-related requirements set forth in this Agreement and in the Rules.

(3) Without limiting the foregoing, Customer warrants that no individual will be allowed to initiate transfers without proper supervision. If Customer suspects, knows, believes, or has reason to believe that an unauthorized individual has transmitted or attempted to transmit one or more Entries or that the Security Procedures or other Security-related Items have otherwise been compromised, Customer agrees to immediately notify Bank and agrees that any Entry received by Bank before or within a reasonable time after such notice to Bank shall be treated as authorized by Customer.

(4) Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer’s possession or under Customer’s control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems, or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH origination Services. Any material downloaded or otherwise obtained is obtained at the Customer’s own discretion and risk, and the Bank is not responsible for any damage to Customer’s computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer’s operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer’s operating systems. Bank is not responsible for any



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errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems or accessed through an Internet connection.

(5) Customer acknowledges and agrees that it is the Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, security devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Users, agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by the Customer as a result of any electronic, e-mail, or Internet fraud.

(6) In the event of a breach of the Security Procedures, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance should include, but shall not be limited to, providing Bank, or Bank's agent, access to Customer's hard drive, storage media and devices, systems, and any other equipment or device that was used in breach of the Security Procedures. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedures was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

(7) Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any security device, at any time and from time to time, in Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures, provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customers' implementation and use of any changed Security Procedures after any change in such Security Procedures shall constitute Customer's agreement with the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

(d) Third Party Service Providers. Customer may be using special equipment, services, or software provided by a third party to assist it in processing "**Files**" hereunder ("**Service Provider**"). If Customer uses Service Provider to transmit Files to Bank and Customer and Service Provider have not entered into a Service Provider Agreement (defined below), Customer (i) agrees that Service Provider is acting as Customer's agent in the delivery of Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules, and this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. The customer is solely responsible for maintaining compliance with the requirements of the Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the "**ACH Operator**", as defined in the Rules, and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Customer to use a Service Provider, the terms and conditions governing the relationship between Customer and the Service Provider shall be governed by a separate agreement between Customer and Service Provider ("**Service Provider**").



Agreement”). All of Customer’s obligations and responsibilities under this Agreement will apply to the Service Provider, and Customer’s separate agreement with the Service Provider must so provide. At Bank’s request, Customer will provide to Bank a true and exact copy of such agreement. Customer shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Customer hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Service Provider has not executed the Service Provider Agreement. Customer hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs, and expenses incurred or suffered by Bank or any other person as a result of or arising from Customer’s use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys’ fees.

(e) Customer Representations, Warranties and Agreements. Customer represents and warrants that each Entry provided to Bank complies in all respects with the Rules and this Agreement. Customer acknowledges and agrees that, pursuant to the Rules, Bank makes certain warranties to the ACH Operator and other financial institutions and that such warranties are made in reliance on (i) the representations and warranties of Customer, including but not limited to those contained in this section of this Agreement and (ii) the Customer’s agreement to be bound by the Rules and applicable law. Customer shall indemnify Bank against any claims, alleged claims, loss, liability, or expense (including attorneys’ fees and expenses) resulting directly or indirectly from, related to or arising out of: (v) any breach of the Customer’s warranties or this Agreement; (w) Customer’s failure to exercise ordinary care in connection with its duties hereunder; (x) any action by the Receiving Depository Bank (“**RDFI**”) upon an unauthorized or erroneous Entry initiated by Customer; (y) any actions by a Service Provider or agent of the Customer that results in a breach of this Agreement by Customer; and (z) to the extent that it involves Bank, any litigation by an ACH Operator, an RDFI, or any Customer “**Receivers**”, as defined in the Rules, asserting noncompliance on Customer’s part with the Rules, laws, regulations, or regulatory requirements. Without limiting the foregoing, Customer warrants:

- (1) Each Entry is authorized pursuant to the Rules and the authorization has not been revoked.
- (2) Each authorization is clear and readily understandable by the Receiver.
- (3) Copies of authorizations will be made available when requested by the Bank.
- (4) Each credit Entry is timely and accurate.
- (5) Each debit Entry is for a sum which, on the “**Settlement Date**” will be due and owing to Customer from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Entry.
- (6) No Entry has been reinitiated in violation of the Rules.
- (7) This agreement covers the following SEC codes: PPD, CCD, and WEB
- (8) This Agreement does not cover the following entries: RCK, POP,



BOC, ARC, TEL or IAT.

(9) Customer has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid; and

(f) Bank Obligations. Subject to Section 20.11(g) of this Agreement, Bank shall, in accordance with the Rules, process, transmit and settle for any Entry. Bank shall have no obligation to transmit an Entry if Customer fails to comply with the Rules or any terms of this Agreement. Bank shall rely on any and all information it receives from an authorized representative of Customer, as set forth in Schedule D to the DOS Form, and any person Bank, in good faith, reasonably believes to be acting on behalf of Customer, whether or not such person was authorized by Customer. The Bank has no liability for any unbalanced, erroneous, or incorrect ACH transmittal and the Customer hereby agrees to hold the Bank Parties harmless from and indemnify the Bank Parties for any and all losses, costs, suits, expenses, liabilities, damages, and attorneys' fees arising from or related to any unbalanced, erroneous, or incorrect ACH transmittals.

(g) Payment for Credit Entries and Returned Debit Entries, Customer's Account. Customer agrees to pay for all credit Entries issued by Customer, Users, or credit Entries otherwise made effective against Customer. Customer shall make payment to Bank on the date as determined by Bank in its sole discretion. Customers shall pay the Bank for the amount of each debit Entry returned by a RDFI or debit Entry dishonored by Bank. Customer will always maintain a deposit account with the Bank during the term of this Agreement. Customer shall always maintain a balance of available funds in the deposit account sufficient to cover Customer's obligations under this Agreement. If collected balances in the deposit account are insufficient to cover the aggregate amount of Entries, the Bank shall have no obligation to transmit such Entries. Customer authorizes Bank to debit its deposit account, or any other account maintained at Bank, for any amount it owes Bank as a result of this Agreement.

(h) Prefunding. Bank reserves the right to require Customer to pre-fund an account maintained at Bank prior to the Settlement Date of the ACH File. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Customer if pre-funding is required and, if requested by Customer, will provide Customer with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer (i) not later than 8:00 a.m. local time two Banking Days before each Settlement Date, and (ii) prior to initiating any Entries for which pre-funding is required.

(i) Credit Approval and Exposure Limits. In utilizing the ACH in performance of this Service, Bank must make certain warranties on behalf of Customer. Specifically, Bank is charged with assuring the financial soundness of Customer to make the intended Entries. Bank must approve all ACH agreements and may request financial information from Customer and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) on Customer as may be necessary from time to time. Bank may also assign Customer a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Customer each day ("**Exposure Limit**"). Customer acknowledges that the ACH processing limit is solely for the protection of Bank and its assets. Customer understands that daily requests for Entries exceeding this amount are honored solely at the discretion of Bank. Requests not honored would be communicated to Customer or Customer's designated representative. Customer shall comply with the Exposure Limits as set forth on Schedule B to the DOS Form. Such limits may be modified from time to time by Bank at its sole discretion with notice to Customer.



(j) Prohibited Transactions. Customer agrees not to use or attempt to use ACH Services (i) to engage in any illegal purpose or activity or to violate any applicable law, rule, or regulation, (ii) to breach any contract or agreement by which Customer is bound, (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (iii) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that the Bank has no obligation to monitor Customer's use of the ACH Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

(k) Security Interest. To secure the payment and performance of Customer's obligations set forth herein, Customer grants to Bank a security interest in and pledges and assigns to Bank all of Customer's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (i) all monies, instruments, savings, checking, and other accounts of Customer (excluding IRA, Keogh, trust accounts, and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (ii) any other collateral described in any security instrument securing the obligations of Customer to Bank under this Agreement or any other obligation of Customer to Bank; and (iii) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

(l) Cancellation or Amendment of an Entry. Customers have no right to cancel or amend any Entry after its receipt by the Bank. However, Bank shall use reasonable efforts to act on a request by Customer to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Agreement, including the Security Procedures described on Schedule C to the DOS Form. The bank shall have no liability if it fails to affect the cancellation. The customer shall reimburse, indemnify, and hold harmless Bank for any expenses (including attorneys' fees), losses, or damages Bank incurs in effecting or attempting to affect Customer's request for the cancellation of an Entry.

(m) Rejection of Entries. The bank may reject any Entry, including an On-Us Entry, that does not comply with the requirements of the Rules or this Agreement, specifically including Schedule B and Schedule B to the DOS Form and may reject any Entry if the Customer is not otherwise in compliance with the terms of this Agreement or the Rules. Bank shall notify Customer in accordance with Schedule B to the DOS Form of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, the day before its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

(n) Provisional Credit Notice. In the case of a credit Entry, credit given by the RDFI for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has otherwise received payment. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Customer will not be considered to have paid the amount of the credit Entry to the Receiver.

(o) Reversals. Customer may reverse a File or Entry pursuant to the Rules. If the Customer reverses an Entry or File, Customer shall indemnify Bank against any claim, alleged claim, demand, loss, liability, or expense (including attorneys' fees) resulting directly or indirectly from such reversal.



(p) Error Detection. Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the Receiver, an intermediary, or RDFI, errors made in the amount of an Entry, or errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer. Notwithstanding the foregoing, if Customer discovers that any Entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any "On-Us" credit Entry within the time limits provided by the Rules. In the event that Customer makes an error or issues a duplicate Entry, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as result of the error or issuance of duplicate Entries.

(q) Notice of Returned Entries and Notifications of Change. Bank shall notify Customer in accordance with Schedule B to the DOS Form of the receipt of a returned Entry or Notification of Change from the ACH Operator no later than one Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a returned Entry if Bank complied with the terms of this Agreement with respect to the Entry. The bank will not resubmit the returned entry. The return Entry will need to be submitted in either a new File or in a subsequent File.

(r) Entries Returned as Unauthorized. In the event that an Entry is returned as unauthorized or authorization revoked, Customer will contact the necessary parties and resolve any dispute. During this process, Customer may ask Bank to request from the RDFI a copy of the "**Written Statement of Unauthorized Debit.**" Bank will make its best effort to obtain the form and will deliver it to the Customer when received. Customer agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless the customer reauthorized the Entry or Entry stream.

(s) Unauthorized Rate in Excess of .5%. In the event the rate of unauthorized transactions exceeds .5% based on the calculations noted in the Rules, Customer will share the data requested by Bank based on the Rules and will immediately begin the process of bringing the rate below .5%.

(t) Administrative Returns. In the event the rate of administrative returns exceeds 3% for any two calendar months or 60-day period, Customer will share any data requested by Bank based on the Rules. If it is determined that remediation is necessary, Customer will develop a plan to reduce that figure to under 3%.

(u) Overall Return Rate. In the event that the overall rate of returns is greater than 15% for any two calendar months or 60-day period, Customer will share any data requested by Bank based on the Rules. If it is determined that remediation is necessary, Customer will develop a plan to reduce that figure to under 15%.

(v) Same Day Entries. A credit or debit Entry with an Effective Entry Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time set forth in Schedule B shall be considered to be a "**Same Day**" Entry. The Rules impose a per-transaction Entry limit of \$100,000. Entries above the amount allowed in the Rules and IAT Entries are not eligible for Same Day ACH processing. In addition to any other fees that Customer is obligated to pay Bank, Customer hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Customer.

(w) Fees. Customer agrees to pay Bank for services provided under this Agreement in accordance with the Fee Schedule for the ACH Services.



(x) Financial Information and Audit. Bank may from time-to-time request information from Customer in order to evaluate a continuation of the ACH Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the ACH Service. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Agreement and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing, the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow the Bank to review available reports of independent audits performed at Customer location related to information technology, the ACH Service, and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training, and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates this Agreement or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the ACH Service and this Agreement according to the provisions hereof.

(y) Liability. In the event Customer does not elect to utilize ACH Services or enrolls in ACH Services but fails to use it in accordance with this Agreement, Customer will be treated as having assumed all risk of any loss that could have been prevented by its use of ACH Services. Furthermore, regarding actual damages incurred by you as a direct result of the Bank's failure to exercise reasonable care, Customer agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of Customer choosing not to utilize ACH Services. In the performance of the ACH Services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, the Bank shall be responsible only for performing the ACH Services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall Bank have any liability for any consequential, special, incidental, punitive, or indirect damages Customer may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by Bank and regardless of the legal or equitable theory of liability Customer may assert. Without limiting the foregoing, Bank shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions, or other conditions beyond Bank's control. To the extent allowed by law, Bank shall not be liable for and shall be excused from failing to transmit or any delay in transmitting an Entry (i) if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in the Bank's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in Bank's sole discretion, would cause it to engage in an unsafe and unsound practice.

(z) Credit and Debit Entries; Record Retention. Customer shall obtain an authorization ("**Authorization Agreement**") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by the Customer and the



Customer shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Bank, as defined in the Rules.

(aa) Rules Enforcement. In the event that a Report of Possible Rules Violation is filed on Customer, Customer will take appropriate steps to correct the problem within the time frames suggested by Bank. In the event that a fine is levied against Bank for a violation of the Rules, Customer agrees to make Bank whole for the value of the fine.

(bb) Inconsistency of Name and Account Number. The customer acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person different from the named Receiver, and the Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

(cc) Recording and Use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. The bank shall not be obligated to make such recordings.

(dd) Data Retention. Customers shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein and shall provide such Data to Bank upon its request.

(ee) Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the ACH Services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

20.12 Wire Transfer. Customer grants Bank the authority to accept and complete wire transfers of funds ("Wire Transfers") using BOB according to the terms and conditions of this Agreement. Although Bank is not obligated to accept a Wire Transfer request delivered via telephone, Customer is bound by the terms of this Agreement if Bank accepts a Wire Transfer by telephone.

(a) Transmission of Entries; Security Procedures. A Wire Transfer request received by Bank prior to 3:00 p.m. CST Monday through Friday for a domestic Wire Transfer and 2:00 p.m. CST for international Wire Transfers, excluding Federal holidays, will be processed the date of receipt. A Wire Transfer request received after 3:00 p.m. CST for a domestic Wire Transfer and after 2:00 p.m. CST for an international Wire Transfer will be processed on Bank's next Business Day. Each Wire Transfer request received by Bank will be reviewed by Bank to confirm that the information contained thereon satisfies the criteria of this Agreement. If the information on the Wire Transfer request does not meet the criteria outlined in this Agreement, the Wire Transfer may not be sent and, if not sent, a follow-up call will be placed to Customer. Customer is responsible for the accuracy of the information provided to Bank related to the Wire Transfer. Except as otherwise prohibited by law or regulation, there may be restrictions or limitations on the amounts that may be ordered or requested or on the location or address of the beneficiary of such Wire Transfer. If Bank refuses to execute a Wire Transfer under this Section, Bank shall not incur any liability whatsoever.



(b) Final Verification. Upon receiving a Wire Transfer request, Bank will telephone the Customer to receive final verification by requesting Customer's current code word, amount of the Wire Transfer request, and the receiver. You agree that the security procedures are reasonable for your particular circumstances. You must safeguard your security procedure(s) and not let anyone other than authorized persons have access to your security procedure.

(c) Acceptance and Processing of Wire Transfer Request. Following the completion of the applicable security procedure(s) and verification of collected funds in the authorized Account, Bank will process Customer's Wire Transfer and the amount of such Wire Transfer, together with the applicable fees, shall be automatically deducted from the authorized Account. Unless the Wire Transfer Order request specifies otherwise, the processing date will be determined in accordance with Section 20.12(a) above. Bank shall process Wire Transfers based solely upon the information received from Customer. Any change to Wire Transfer instructions must be delivered to Bank in writing and be accepted by Bank. The Bank is not obligated to accept or execute any Wire Transfer. The Wire Transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your Wire Transfer is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our Services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the Wire Transfer. You will not be entitled to interest on any refund you receive because the beneficiary bank does not accept the Wire Transfer.

(d) Customer Liability. Customer shall be liable to Bank for and shall indemnify and hold Bank Parties harmless from any and all claims, causes of action, damages, expenses, liabilities, and other losses resulting from acts, omissions, or the provision of invalid or inaccurate data by Customer or any other person acting on Customer's behalf, including, without limitation: a) Bank's debiting or crediting of the account of any person as requested by Customer; and b) the failure to act or the delay by any financial institution other than Bank, provided Bank acted in good faith and with reasonable care.

(e) Bank Liability. Bank shall not be liable for acts or omissions by Customer or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, or any beneficiary, none of which shall be deemed Bank's agent. Bank and any other financial institutions shall not be responsible for determining whether the beneficiary's name and account number are accurate. Customer is still liable to the Bank for the amount of the Wire Transfer even if payment of the Wire Transfer is made to a person different from the named beneficiary based on beneficiary information provided by Customer. Customer agrees that Wire Transfers received and accepted by Bank are effective, whether authorized or not by Customer, if Bank accepted the Wire Transfer in compliance with the security procedures set forth in this Agreement.

(f) Reconciliation. Each Wire Transfer will appear on the Customer's regular account statement for the Account upon which such Wire Transfer is drawn. It is Customer's obligation to examine Customer's account statement(s) for any discrepancy concerning any Wire Transfer in accordance with the terms of this Agreement and the Account Agreement. If Customer fails to notify Bank of any such discrepancy within fourteen (14) days after Customer receives the account statement for the Account upon which such Wire Transfer is drawn or other sufficient information to detect such discrepancy, Bank shall not be liable for and Customer shall indemnify and hold Bank harmless from any loss of interest with respect to the Wire Transfer and any other loss which could have been avoided had Customer given such notice.

(g) Notice of Credit; Provisional Credit; Refund of Credit. If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit. You agree to be bound by the automated clearing house association



operating rules that provide those payments made to you, or originated by you, by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the UCC. You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party to originating such payment will not be considered to have paid the amount so credited.

(h) Currency. Unless specified to the contrary, a request by Customer for the Wire Transfer shall be sent in United States Dollars. Customer agrees that if the Wire Transfer requests a transfer of funds in currency other than United States Dollars, Bank will convert the currency at Bank's current exchange rate for the specified foreign currency and Customer shall pay Bank a reasonable fee for such services. In no event shall Bank be liable to Customer for any losses arising from currency conversions effected by Bank in good faith and within a reasonable time after receiving funds for conversion.

(i) Fees and Charges. Bank may charge Customer such reasonable Wire Transfer fees as Bank may impose from time to time in accordance with the terms of this Agreement and as set forth on the Fee Schedule. Bank may also reimburse itself by debits to Customer's account(s) for any direct charges incurred by Bank in connection with transfers of funds, including, but not limited to, any charges from a third party, transfer fees, international wire transfer charges, and other similar charges.

20.13 Desktop Remote Deposit/Capture Agreement. Customer desires to use BOB to present check images and electronic deposits in lieu of the original checks when making deposits. If the Customer chooses to purchase equipment, the Customer agrees to purchase and configure equipment and software according to the requirements of Bank, as well as providing telecommunications services to connect to Bank's system. If the Customer rents the equipment, the Customer agrees to configure the equipment and software according to the requirements of Bank. Images captured will be transmitted to Bank, processed by Bank and then sent to the Federal Reserve and/or a correspondent check clearing network, enabling the Customer to clear their daily check deposits electronically as images, instead of physically transporting the checks to a local depository. When necessary, the Federal Reserve and/or a correspondent check clearing network will prepare Substitute Checks (as that term is defined in the Check Clearing For the 21st Century Act, also known as Check 21, and implemented through Reg. CC) to facilitate the deposit and collection of the Customer's Items. The bank has agreed to do so on the following terms:

(a) Definitions. For purposes of this Section 20.13, the following definitions shall apply:

(1) **"Image"** shall mean an electronic rendition of the original check Item. It includes both the front and the back of the check and is printed in black and white. The image must be readable and re-producible.

(2) **"Check"** shall have the definition set forth in Check 21.

(3) **"Check 21"** shall mean the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.

(4) **"Substitute Check"** shall mean a check produced from an image as defined in Check 21 that included the front and back of the Item along with a legend that states the Item may be used in the same way as the original check.



(5) “**Item**” shall mean a check, money order, cashier’s check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States from a Payor to the Customer that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an Item, in addition to other required information as specified by Bank from time to time. Notwithstanding the foregoing, it is understood that the Customer will only be transmitting electronic images of the front and back of Items and not any paper Items.

(6) “**Payor**” shall mean consumers or businesses who make payments to the Customer by means of Items, but the Customer shall not be a Payor.

(7) “**Capture Device**” shall mean equipment that is designed to convert checks to images.

(8) “**Service(s)**” shall mean the specific service(s) provided by Bank, including electronic check conversion and image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for the purpose of delivery to Bank for clearing as an image. The image may be converted to an “**Image Replacement Document**” for return purposes. Services also include any applicable support services and as otherwise set forth in this Agreement.

(b) Customer’s Obligations; Suspension/Cancellation of Service.

(1) Image quality. The Items must comply with requirements as established by American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. It is the Customer’s responsibility to ensure that every check imaged is a legible copy of the original Item when received by the Bank. Any Item not legible will be returned to the Customer and the Customer’s Account will be charged for that Item. The Customer must produce either the original or another copy of the Item that is legible to receive credit.

(2) Customer Responsibilities. The Customer authorizes Bank to convert Items to substitute checks or transmit as an image and further authorizes the Bank or any other bank to which an Item is sent to handle the Item. The Customer agrees to, at its sole expense: (i) provide connectivity between the Capture Device and the technology; (ii) maintain the Capture Device in accordance with the instructions provided by Bank, its subcontractors and/or any other Capture Device provider (the Capture Device must be approved by Bank); (iii) purchase supplies approved by Bank; (iv) utilize the Customer’s software, or Bank’s software to scan, load, and format Items as needed for transmission to Bank prior to the communicated cut-off time; (v) process return data and any remittance data delivered by Bank for the purpose of updating the Customer internal systems (which may include electronic and paper return Items); (vi) implement and maintain security measures, in compliance with its obligations under this Agreement. Capture Device (“**Equipment**”) shall either be owned by Customer or leased from Bank, as set forth on the Service Documentation or the DOS Form.

(3) Equipment. Customer acknowledges and agrees that in the event Customer leases Equipment from Bank, (i) Customer does not have any title, property rights or interest in the Equipment except solely in the capacity as a renter, (ii) Bank or its agents shall have the right to inspect the Equipment from time to time during reasonable business hours at its then current location, (iii) Customer shall keep the Equipment at all times free and clear from all claims, levies, liens, encumbrances and process, (iv) Bank shall give Customer immediate notice of any such attachment or other judicial process affecting any of the Equipment, and (v) Customer shall not pledge, lend, create a security interest in, sublet or part



with possession of the Equipment or any part thereof, or attempt in any manner to dispose thereof, or remove the Equipment or any part thereof, from the location without written permission.

(4) Financial Institution Review of Credit Condition. Not less frequently than every 12 months, the Bank will review the Customer's credit situation. The Customer will share financial data with the Bank as requested. Based upon the regular reviews of the Customer's credit situation, the Bank will evaluate the continuation of this Service to the Customer and the level of Service provided hereunder.

(5) Presentment of Items. Items to be deposited will be presented in image form and the Bank will convert the images to ANSI X9.37 format. All transmission of Items will be made to the Bank through the bank's Merchant Capture software. The Merchant Capture software works in conjunction with BOB.

(6) Availability and Settlement. Availability for each Item presented will be assigned by the financial institution based on its published availability schedule. That availability will depend on the best clearing option for that Item. In most cases if the Item can be exchanged in image form, it will become available before an Item that must be re-printed as a substitute check and physically delivered. Settlement will be at the designated Account that the Customer maintains at the financial institution. Credit will be given based on the published availability schedule. Credit is provisional until the financial institution has received final credit.

(7) Maintenance, Storage, Retention, and Destruction of Original Check Items. It is the Customer's responsibility to scan the front and back of each Item, prepare it for transmission, and package and store the original checks in a secure location. Customers agree to have controls in place to ensure that all checks processed through image capture equipment are destroyed within a commercially reasonable period of time, typically 90 days. The Customer also agrees to complete the Remote Deposit Capture Destruction Tracking Form provided to Customer as Schedule E. The Customer may also transport the checks to Bank for subsequent destruction. Any checks transported to Bank must be brought to the Bookkeeping Department (identified above). No check transmitted to Bank shall be deposited into any bank causing funds to be debited twice from the account of the check writer. The customer agrees to be responsible for all consequential damages resulting from lack of proper controls over processed checks.

(8) Requests for Copies of Images. If the Bank receives a request for a copy of an Item, it is the Customer's responsibility to produce the copy or the original Item (if the request is within 90 days). The copy must be legible, or the Customer will be responsible for any loss that the Item creates. Copy requests must be honored within 3 days of the request.

(9) Returns. Returns for NSF and uncollected funds will be charged back to the Customer after those Items have been sent through two times. Returns for Items being returned for other reasons will be charged back to the Customer within 24 hours of receipt. It is the Customer's responsibility to collect the funds from the Payor for any Items returned.

(c) Payment Processing.

(1) Processing of Items. Images of Items transmitted by the Customer are not considered received by Bank until the Customer has received a message that the transmission is complete. However, receipt of the message from Bank does not mean that the transmission was error free or complete. Items transmitted by the Customer and received by the Bank or its subcontractors by 4:00 p.m.



CST Monday through Friday, shall be credited to the Customer's applicable Account on the same Business Day. Items transmitted after 4:00 p.m. CST Monday thru Friday, shall be credited to the Customer's applicable Account on the next Business Day. Funds from Items deposited under the terms of this Agreement will be available to the Customer pursuant to Bank's Funds Availability Policy. If Items for deposit are to be transmitted more frequently than three times during any Business Day, the Customer needs to contact the Proof Department at the Northwestern Bank by telephone at 715-723-4461.

(2) Customer Liability. The Customer shall be solely responsible if any substitute check for which the Customer has been given provisional credit is subject to return or reversal, and neither Bank nor its subcontractors shall be liable or responsible for same. The Customer acknowledges that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back Item. Information and data reported hereunder: (i) may be received prior to final posting and confirmation and is subject to correction and (ii) is for informational purposes only and may not be relied upon. The Customer agrees that the Bank shall have no liability for the content of payment-related information.

(d) Warranties made by Customer The Customer represents and warrants to Bank that: (i) all of the warranties set forth in and subject to the terms of 4-207 of the uniform commercial code as adopted in the state of Wisconsin; (ii) the electronic image portion of each Item accurately and legibly represents all of the information on the front and back of the original check as of the time the original check was truncated; (iii) the information portion of the Item contains a record of all applicable MICR-line information required for a substitute check; and (iv) the Item conforms to the technical standards for an electronic Item as specified by Bank from time to time; (v) the Customer will submit only one accurate and clear image of the front and back of each Item to Bank only one time; or (vi) the Customer will not deposit the original Item and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid.

(e) Fees. We will charge you for fees for the Services as identified in our current Fee Schedule, and as it may be amended by us from time to time in accordance with the terms of this Agreement.

(f) Customer Bound by Clearing House Rules, UCC 3&4, and Regulation CC. The Bank is bound by the UCC Articles 3 and 4, Regulation CC and (if applicable) Local Clearing House Rules as they relate to the clearing and settlement of checks and check images. Other Rules may apply as well (ECCHO or other Rulemaking body when it comes to image exchange). Customer agrees to be bound by the same Rules as the Bank with respect to the Services.

20.14 Business Mobile App. Customer agrees to the terms and conditions related to Business Mobile App, as set forth in the applicable Service Documentation.

21. BUSINESS ONLINE BANKING SYSTEM SECURITY PROCEDURES.

21.1 Physical and Technical Security Measures.

(a) Customers agree to maintain appropriate physical and technological safeguards including, but not limited to, strong web content filtering and scanning, firewalls, anti-virus, anti-spam, and anti-spyware systems. Customer acknowledges that it is Customer's responsibility to keep hardware and software systems up to date, including the most current security patches. Customer agrees it



is responsible for selecting all systems, hardware and an Internet Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, choice of Internet Service provider and systems and computer services. Banks have no responsibility or liability for same.

(b) CUSTOMER ACKNOWLEDGES AND AGREES THAT INTERNET SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT INTERNET SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF INTERNET SERVICE. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO INTERNET SERVICE.

(c) The bank is not responsible for any electronic viruses or viruses or malware that you may encounter. Customers agree to routinely scan their computers using a reliable anti-virus product to detect and remove viruses and malware found. An undetected or unrepaired virus may corrupt and destroy your programs, files and even your hardware. You may also unintentionally transmit the virus to other computers.

21.2 Compliance with Security Procedures and Controls. Customer agrees to comply with the Security Procedures and any other procedures Bank directs it to use. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any password has been stolen, compromised, or otherwise become known to persons other than Customer or its authorized representative(s) or if Customer believes that any transaction or activity is unauthorized or in error. Customer acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error. Customer warrants that no individual will be allowed to access the Services or create/transmit payment instructions or other orders to Bank in the absence of proper supervision and safeguards.

21.3 Confidentiality of Credentials. Customer agrees to keep all passwords protected, secure, and strictly confidential and to provide or make available the same only to Users. Customer agrees not to disclose or provide any password to any unauthorized person. Customer also agrees that Users will not share Credentials with each other. In the event of any actual or threatened breach of security, Bank may issue new passwords or establish new Security Procedures as soon as reasonably practicable, but Bank will not be liable to Customer or any third party for any delay in taking such actions. Customer agrees to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by Customer's, its employees' or its agents' failure to keep the Credentials confidential and secure.

21.4 Change or Revocation of Authority. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank if the authority of any User(s) will change or be revoked. Customer will recover and return to Bank any passwords in the possession of any of Customer's authorized representative(s) whose authority to have the Credentials has been revoked.

21.5 Websites. Our BOB and other website ("Websites") may have a situs in the United States, and may be owned, hosted or controlled by us, our affiliates or a third party selected by us and which Website may also be used for other Internet services offered by us or any of our affiliates. We make no representation or warranty that BOB or any other Service access method is available or appropriate for use in countries other than the United States. You are responsible for compliance with all laws (including



foreign and domestic laws and regulations requiring governmental consent) applicable to where you conduct business.

21.6 Intellectual Property. All pages, screens, text, and other materials, or other works of authorship and material appearing on or utilized in connection with our Websites, the names, trademarks, logos, slogans and services mark used, displayed and found on the Websites and all other intellectual property relating to the Websites (collectively, “**Intellectual Property**”) are owned by and proprietary to us or our affiliates or licensors, except as otherwise indicated on the Websites. Except as expressly permitted under the Service Documentation, no Intellectual Property may be copied, modified, reproduced, used in any way or publicly displayed, or distributed in any medium of expression without our prior written permission. All additions, innuements and improvements to the Intellectual Property, regardless of whether created by you or us, if any, shall automatically become our exclusive property (or our licensor’s) without further action of the parties. You agree that you will only use the Intellectual Property to conduct Services on the Websites and for no other purpose.

21.7 Third Party Information and Linked Websites. Financial market data, quotes, news, research and other information developed by third parties and transmitted by us may be available on the Websites (or sites linked to the Websites) (“**Third Party Information**”). The posting of Third-Party Information or other information or data on the Websites (or sites linked to the Websites) will not be a recommendation by us that a particular service or transaction is suitable or appropriate for you. Although we strive to ensure that information, we obtain from third parties is reliable, we do not guarantee the accuracy, completeness or timeliness of such Third-Party Information, nor are we in any way responsible for any decision you make or action you take in reliance on such information.

Signature Page to Follow