

AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATION

This Agreement is made and entered into as of the date of signing, by and between the City of Manitowoc, a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, Wisconsin, (hereinafter, "CITY"), and Manitowoc Public Utilities, a Wisconsin _____ located at _____, (hereinafter, "MPU").

RECITALS

WHEREAS, CITY acknowledges that electric vehicle usage is gaining popularity and that locating electric vehicle charging stations in downtown Manitowoc will encourage electric vehicle usage within the City; and,

WHEREAS, MPU has secured a five-year lease with ChargePoint for one Level 2 dual port electric vehicle charging station; and,

WHEREAS, the parties desire to locate one Level 2 dual port electric vehicle charging station in downtown Manitowoc for public use.

NOW THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed true and correct.
2. Installation. MPU will provide and install one ChargePoint CT4025 electric vehicle charging station in proximity to existing electrical panels on the north side of Quay Street in the 700 block. The charging station shall be held for use of the general public.
3. Location. City will determine the precise location of the charging station and will communicate same to MPU in advance of installation. Said location will encompass two adjoining parking stalls in the north parking lane of the 700 block of Quay Street.
4. Signage & Street Markings. City will paint and maintain visible, painted markings identifying the charging station parking spaces in accordance with Department of Transportation guidelines. City will create, erect and maintain signage for the charging stations designating the parking spaces as "For Electrical Vehicles Only." City shall bear all costs associated with signage and markings.
5. Electrical Service. The charging station will connect to the City's electric meter and the City shall be responsible for timely payment of electrical services to the charging station. The parties shall agree to the form and structure of the electrical services rates for the charging stations prior to installation.
6. Data. Any data generated by the charging station shall be available to MPU.

7. Revenues. City shall be entitled to any retail revenues generated by the charging stations.

8. Charging Station Display. All branding, logos or displays shall follow downtown design guidelines as established by the Community Development Department and Common Council and may not be applied or installed without consent by both parties.

9. Repair or Replacement. In the event of damage, destruction or deterioration of the charging station, MPU shall cause repair or replacement and shall be responsible for all costs associated therewith. MPU shall ensure that there is appropriate insurance coverage in place for the charging station.

10. Term and Termination. This Agreement shall be effective as of the date of signing by all parties and shall remain in force for five years. After five years, this Agreement shall terminate and all obligations herein shall terminate unless the parties agree to renew this Agreement. Either party may terminate this Agreement upon 30 days written notice to the other party in accordance with the terms of this Agreement.

11. Notice and Demands. A notice, demand or other communication under this agreement by any party to the other party shall be sufficiently given or delivered if it is sent by certified mail, electronic mail, or personally delivered to:

MPU:
Troy Adams
1303 S. 8th Street
Manitowoc, WI 54220
tadams@mpu.org

CITY:
Adam Tegen
900 Quay Street
Manitowoc, WI 54220
ategen@manitowoc.org

Notice and demand given shall be effective only if and when received by the party intended and acknowledge by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

12. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County,

Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.

13. Assignability. Neither party may, without prior written consent of the other party, assign this or any part of this Agreement to a third party.

14. Modification. This Agreement may be amended or modified only by written amendment approved and executed by the parties.

15. Entire Agreement. This written Agreement shall constitute the entire Agreement between parties.

16. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

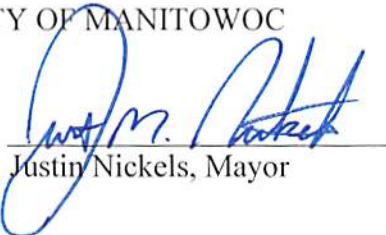
IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated this _____ day of _____, 2020.

CITY OF MANITOWOC

MANITOWOC PUBLIC UTILITIES

By: _____

Justin Nickels, Mayor

By: _____

Troy Adams, General Manager

By: _____

Deborah Neuser, City Clerk

STATE OF WISCONSIN)

) ss.

MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, _____, Justin Nickels, Mayor and Deborah Neuser, City Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of the City of Manitowoc and acknowledged that they executed the foregoing instrument as Officers of said City, by its authority.

Notary Public, Manitowoc County, Wisconsin
My commission expires _____

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, _____,
_____ and _____, as duly authorized officers
of Manitowoc Public Utilities to me known to be the person(s) who executed the foregoing instrument, and
to me known to be officers of said corporation, and acknowledged that they executed the foregoing
instrument as such officers of such corporation, by its authority.

Notary Public, Manitowoc County, Wisconsin
My commission expires

This instrument was drafted by Elizabeth Majerus, Assistant City Attorney