



CITY OF MAYVILLE FINANCE COMMITTEE
MEETING AGENDA
MAY 26, 2026
6:00 PM
MAYVILLE CITY HALL
15 S. SCHOOL STREET

1. CALL TO ORDER AND ROLL CALL

2. CITIZEN COMMENTS

Citizen Comments are to be kept to a maximum of five minutes per speaker unless the chairperson allows an extension of time. Each citizen is to make comments at the podium after stating name and address. Each citizen may comment only one time per public hearing / meeting.

3. APPROVAL OF MINUTES

3.1. Approval of Minutes of the April 27, 2026, Finance Committee Meeting

4. DISCUSS WITH POSSIBLE ACTION

4.1. Discuss, with Possible Recommendation, Pay Request #1, to Kopplin & Kinas Co., Inc, in the Amount of \$336,556.03
Project: 2026 Street & Utility Reconstruction Project (Muzzy, Allen, and Grove Streets)

4.2. Discuss, with Possible Recommendation EMS Non-State Grant Award and Process Moving Forward Including Funding Sources and Requests for Bids for Project

4.3. Discuss, with Possible Recommendation, Update to Billing Services Agreement between EMS Management & Consultants, Inc. and the City of Mayville

4.4. Discuss, with Possible Recommendation, Quotes for TAG Center Projects:

- Pool Chlorinator, \$4,170.00, Funded through TAG Inc.
- Window Repairs, \$3,800.00, Funded through TAG Inc.
- Roof Repairs, \$21,455.00, Funded through Bachhuber Foundation Grant
- Pool Flow Meter Sensor, \$5,847.56, Funded through TAG Inc.

4.5. Discuss, with Possible Recommendation, 2026 Budget Amendment for the 2026 Road Reconstruction Project

4.6. Discuss, with Possible Recommendation, 2026 Budget Amendment for the Library to Transfer Unspent Budgeted Funds to Reserve Account

5. ADJOURNMENT

Ald. Bob Smith, Presiding Officer

(The Finance Committee meeting will immediately follow the Public Works Committee meeting.)

NOTE: Persons with disabilities requiring special accommodations for attendance at the meeting should contact City Hall at least one (1) business day prior to the meeting.



CITY OF MAYVILLE FINANCE COMMITTEE
MEETING MINUTES
APRIL 27, 2026
6:00 PM
MAYVILLE CITY HALL

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 06:34 PM by Alderperson Smith with the following roll call:

Present: Ald. Smith, Ald. DeBaker, Ald. Henkel

Excused: None

Absent: None

Staff present: TAG Director Jess Loomans, EMS Director Julie Staffin, Assistant EMS Director Devin Sellnow, DPW & Parks Director Jake Schellpfeffer, Police Chief Ryan Toellner, Police Lieutenant Jeremy Johnson, Fire Chief Geoff Engel, Comptroller/Treasurer Nichole DeBaker, and Clerk/Executive Assistant Anastasia Gonstead.

2. CITIZEN COMMENTS

None

3. APPROVAL OF MINUTES

3.1. Approval of Minutes of the March 23, 2026, Finance Committee Meeting

The motion to approve minutes for March 23, 2026 was made by Ald. DeBaker and seconded by Ald. Smith

Ayes: Ald. Smith, Ald. DeBaker, Ald. Henkel

Nays: None

Vote Count: 3 - 0

Motion has Passed

4. DISCUSS WITH POSSIBLE ACTION

4.1. Discuss, with Possible Recommendation, a Reduced Rate for Park Pavilion Rental for St John's Church

Requested Usage Dates: March 13, 2027 - March 20, 2027

Overview from Clerk/Executive Assistant Gonstead, review of the memo in the packet. Director Schellpfeffer confirmed there are currently no rentals for the requested week.

The motion to recommend Common Council approve rental of the park pavilion, in the amount of \$600, for March 13, 2027 through March 20, 2027, to be a non-precedent setting, was made by Ald. Henkel and seconded by Ald. Smith.

Ayes: Ald. Smith, Ald. DeBaker, Ald. Henkel

Nays: None

Vote Count: 3 - 0

Motion has Passed

4.2. Discuss, with Possible Recommendation, Increase to EMS Overnight Weekday Stipend

Overview from Director Staffin, they are having difficulty covering overnight shifts during the week. She believes revenues will cover it. Clerk/Executive Assistant Gonstead provided a reminder that multiple items have been allowed off projected revenues, if adopted, the city will have to budget this increase annually with not yet seeing a full year of expanded territory and associated revenues. Historically, we have not changed wage structure outside the budget season per Mayor Boelk. Some areas of the budget, like maintenance, are getting tight. Mayor Boelk would like to see it worked into next year's budget. No action was taken.

4.3. Discuss, with Possible Recommendation, TAG Center Membership Breakdown and Increase Evaluation

Overview from Director Loomans, they offer many different membership types at the TAG Center. Daily passes are doing well but need them to change into memberships. Discussed various options, including splitting fitness and pool memberships. Surveyed Beaver Dam YMCA and Horicon Rec Center rates. Mayor Boelk said the TAG ran at approximately half a million deficit in 2025. The city will need to have hard discussions on how we will proceed. Auditors will speak on this. Director Loomans clarified that membership rates were raised two years ago and did not affect membership numbers. Clerk/Executive Assistant Gonstead said that separate aquatic and fitness memberships would give hard data on the actual cost of the pool, as we continue to have discussions about the future of the TAG Center.

The motion to table was made by Ald. DeBaker and seconded by Ald. Henkel.

Ayes: Ald. Smith, Ald. DeBaker, Ald. Henkel

Nays: None

Vote Count: 3 - 0

Motion has Passed

4.4. Discuss, with Possible Recommendation, Setting a Reduced Rate for TAG Center Memberships for Surrounding Communities

Director Loomans is seeking collaborative efforts with surrounding communities, such as implementation of a Marsh Area Pool Pass.

Discussion was had amongst the Body, discussing current subsidy from the Bacchuber Foundation and their thoughts of offering a similar discount to non-residents, as well as possible school district collaboration with the TAG Center. Director Loomans answered questions pertaining to current membership statistics.

The motion to Table was made by Ald. DeBaker and seconded by Ald. Henkel.

Ayes: Ald. Smith, Ald. DeBaker, Ald. Henkel

Nays: None

Vote Count: 3 - 0

Motion has Passed

5. ADJOURNMENT

The motion to adjourn the meeting was made by Ald. Henkel and seconded by Ald. DeBaker.

Ayes: Ald. Smith, Ald. DeBaker, Ald. Henkel

Nays: None

Vote Count: 3 - 0

Motion has Passed. The Finance Committee meeting was adjourned at 7:05 PM.

Respectfully submitted by Lexi Volbright - Deputy Clerk



May 7, 2026

Ms. Anastasia Gonstead, City Clerk/Executive Assistant
City of Mayville
15 S. School Street
Mayville, Wisconsin 53050

**Re: City of Mayville – 2026 Street and Utility Reconstruction Project
Payment Request #1**

Dear Ms. Gonstead:

Please find accompanying this transmittal, Request for Payment No. 1, as received from Kopplin & Kinas Co., Inc., for work efforts associated with the above-referenced project. We have reviewed this Payment Request and recommend payment to Kopplin & Kinas Co., Inc., in the amount of \$336,556.03 (\$222,667.65-Water; \$106,167.25-Sewer; and \$7,721.13-DPW).

As of today, most of the underground utility work on Grove Street has been completed. The roadway excavation and aggregate base installation on Grove Street are scheduled to begin mid to late next week. Underground utility work continues on both Allen and Muzzy Streets and should be completed in the next couple of weeks, after which road work will begin.

After you review, please let me know if you or the Common Council have any questions or comments about the project or the accompanying Payment Request.

Sincerely,

KUNKEL ENGINEERING GROUP

A handwritten signature in black ink, appearing to read 'Don Neitzel'.

Don Neitzel, G.M.

enclosure

cc: Rob Boelk, Mayor
Courtney Steger, Utilities Director
Jacob Schellpfeffer, Director of Parks & Public Works
Mike Myers, Kopplin & Kinas
Tyler Zettl, CME, WDNR

Contractor's Application For Payment No. 1

To (Owner): City of Mayville	Application Period: thru 4/27/26	Application Date: 4/29/26
Project 2026 Street & Utility Reconstruct	From (Contractor): Kopplin & Kinas Co., Inc.	Notice to Proceed Date:
	Contract:	Via (Engineer) Kunkel Engineering
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE	\$ 1,554,499.70
2. Net change by Change Orders	\$ 0.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 1,554,499.70
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)	\$ 354,269.50
5. RETAINAGE:	
a. <u>5</u> % x \$ <u>354,389.50</u> Work Completed	\$ 17,713.48
b. _____ % x \$ _____ Stored Material	\$
c. Total Retainage (Line 5a + Line 5b)	\$ 17,713.48
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 336,556.03
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 0.00
8. AMOUNT DUE THIS APPLICATION	\$ 336,556.03
9. BALANCE TO FINISH, PLUS RETAINAGE (Column I on Progress Estimate + Line 5 above)	\$ 1,200,230.20

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 336,556.03
(Line 8 or other - attach explanation of other amount)

is recommended by: 
(Engineer)

05/08/2026
(Date)


Payment of: \$ 336,556.03
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner)

(Date)

Approved by: _____
Funding Agency (if applicable)

(Date)

By:  Date: 4/29/2026

APPLICATION FOR PAYMENT - DETAILED SUMMARY SUBMITTED BY KOPPLIN & KINAS CO., INC.

SUBMITTED TO: City of Mayville
 PROJECT NAME & LOCATION: 2026 Street & Utility Reconstruct
 PROJECT NO: _____
 CONTRACT I.D.: _____

PAGE 1 OF 1
 APPLICATION NO. 1
 APPLICATION DATE: 4/29/2026
 CONTRACT DATE: _____

Item No.	Item Description	Bid		Work Completed							Total Completed & Stored To Date (H+J)	% (L/F)	Balance To Finish (F-L)
		QTY	Units	Unit Price	Scheduled Value (CxE)	This Period		Previous Application Quantity	Previous Application Amount	Material Stored Not In G or I			
						Quantity	Amount						
1	8" Sanitary Sewer Main	310	LF	\$96.00	\$29,760.00	190	\$ 18,240.00		\$ -		\$ 18,240.00	61%	\$ 11,520.00
2	Connect to Existing Sanitary Sewer Main	1	EA	\$2,750.00	\$2,750.00	1	\$ 2,750.00		\$ -		\$ 2,750.00	100%	\$ -
3	Sanitary Sewer Manhole	2	EA	\$4,000.00	\$8,000.00	1	\$ 4,000.00		\$ -		\$ 4,000.00	50%	\$ 4,000.00
4	Sanitary Manhole Frame & Lid (EJ per spec)	2	EA	\$1,514.00	\$3,028.00		\$ -		\$ -		\$ -	0%	\$ 3,028.00
5	6" Sanitary Sewer Lateral	110	LF	\$63.00	\$6,930.00		\$ -		\$ -		\$ -	0%	\$ 6,930.00
6	Granular Backfill, San. Sewer	200	LF	\$16.00	\$3,200.00	190	\$ 3,040.00		\$ -		\$ 3,040.00	95%	\$ 160.00
7	10" Watermain	320	LF	\$100.00	\$32,000.00	296	\$ 29,600.00		\$ -		\$ 29,600.00	93%	\$ 2,400.00
8	10" Gate Valve & Box	1	EA	\$4,160.00	\$4,160.00	1	\$ 4,160.00		\$ -		\$ 4,160.00	100%	\$ -
9	Connection to Existing Watermain	1	EA	\$8,000.00	\$8,000.00	1	\$ 8,000.00		\$ -		\$ 8,000.00	100%	\$ -
10	Water Service, 1-1/4"	150	LF	\$58.00	\$8,700.00		\$ -		\$ -		\$ -	0%	\$ 8,700.00
11	Water Service Fitting, 1-1/4"	4	EA	\$921.00	\$3,684.00		\$ -		\$ -		\$ -	0%	\$ 3,684.00
12	Temporary Water Service	1	LS	\$3,500.00	\$3,500.00	1	\$ 3,500.00		\$ -		\$ 3,500.00	100%	\$ -
13	Granular Backfill, Watermain	160	LF	\$12.00	\$1,920.00	296	\$ 3,552.00		\$ -		\$ 3,552.00	185%	\$ (1,632.00)
14	12" Storm Sewer, RCP	455	LF	\$70.00	\$31,850.00		\$ -		\$ -		\$ -	0%	\$ 31,850.00
15	15" Storm Sewer, RCP	24	LF	\$90.00	\$2,160.00		\$ -		\$ -		\$ -	0%	\$ 2,160.00
16	Storm Sewer Manhole	3	EA	\$4,200.00	\$12,600.00		\$ -		\$ -		\$ -	0%	\$ 12,600.00
17	Storm Manhole Frame & Lid (EJ per Spec)	3	EA	\$1,200.00	\$3,600.00		\$ -		\$ -		\$ -	0%	\$ 3,600.00
18	Storm Sewer Tee	1	EA	\$2,500.00	\$2,500.00		\$ -		\$ -		\$ -	0%	\$ 2,500.00
19	Storm Sewer Inlet	5	EA	\$3,200.00	\$16,000.00		\$ -		\$ -		\$ -	0%	\$ 16,000.00
20	Granular Backfill, Storm Sewer	250	LF	\$10.00	\$2,500.00		\$ -		\$ -		\$ -	0%	\$ 2,500.00
21	Plug and Abandon Existing Storm Outfall	1	LS	\$1,750.00	\$1,750.00		\$ -		\$ -		\$ -	0%	\$ 1,750.00
22	Unclassified Excavation	1	LS	\$42,834.45	\$42,834.45		\$ -		\$ -		\$ -	0%	\$ 42,834.45
23	EBS and Sub-Base Course	230	CY	\$41.38	\$9,517.40		\$ -		\$ -		\$ -	0%	\$ 9,517.40
24	Base Aggregate Dense, 3" - (8" Thick)	1,890	SY	\$6.94	\$13,116.60		\$ -		\$ -		\$ -	0%	\$ 13,116.60
25	Base Aggregate Dense, 1-1/4" - (4" Thick)	1,890	SY	\$3.67	\$6,936.30		\$ -		\$ -		\$ -	0%	\$ 6,936.30
26	Hot Mix Asphalt Pavement , Upper Layer 1-3/4"	175	TN	\$83.35	\$14,586.25		\$ -		\$ -		\$ -	0%	\$ 14,586.25
27	Hot Mix Asphalt Pavement , Lower Layer 2-1/4"	225	TN	\$85.05	\$19,136.25		\$ -		\$ -		\$ -	0%	\$ 19,136.25
28	Hot Mix Asphalt Driveway Patching, 2"	85	TN	\$169.03	\$14,367.55		\$ -		\$ -		\$ -	0%	\$ 14,367.55
29	Remove and Replace PCC Pavement, 8"	215	SF	\$24.76	\$5,323.40		\$ -		\$ -		\$ -	0%	\$ 5,323.40
30	Curb and Gutter, 30"	20	LF	\$22.50	\$450.00		\$ -		\$ -		\$ -	0%	\$ 450.00

APPLICATION FOR PAYMENT - DETAILED SUMMARY SUBMITTED BY KOPPLIN & KINAS CO., INC.

SUBMITTED TO: City of Mayville
 PROJECT NAME & LOCATION: 2026 Street & Utility Reconstruct
 PROJECT NO: _____
 CONTRACT I.D. _____

PAGE 1 OF 1
 APPLICATION NO. 1
 APPLICATION DATE: 4/29/2026
 CONTRACT DATE: _____

Item No.	Item Description	Bid				Work Completed						Total Completed & Stored To Date (H+J)	% (L/F)	Balance To Finish (F-L)
		QTY	Units	Unit Price	Scheduled Value (CxE)	This Period		Previous Application Quantity	Previous Application Amount	Material Stored Not In G or I				
						Quantity	Amount							
31	Curb and Gutter, 24"	1,015	LF	\$16.85	\$17,102.75		\$ -		\$ -		\$ -	0%	\$ 17,102.75	
32	Concrete Driveway Apron, 6"	795	SF	\$7.54	\$5,994.30		\$ -		\$ -		\$ -	0%	\$ 5,994.30	
33	Concrete Sidewalk, 4"	980	SF	\$6.91	\$6,771.80		\$ -		\$ -		\$ -	0%	\$ 6,771.80	
34	Detectable Warning Field	2	EA	\$325.00	\$650.00		\$ -		\$ -		\$ -	0%	\$ 650.00	
35	Silt Fence	30	LF	\$5.00	\$150.00	30	\$ 150.00		\$ -		\$ 150.00	100%	\$ -	
36	Topsoil, Seeding, & Mulch	400	SY	\$13.14	\$5,256.00		\$ -		\$ -		\$ -	0%	\$ 5,256.00	
37	Traffic Control and Access	1	LS	\$1,275.00	\$1,275.00	0.25	\$ 318.75		\$ -		\$ 318.75	25%	\$ 956.25	
38	Erosion Control	1	LS	\$1,265.00	\$1,265.00	0.25	\$ 316.25		\$ -		\$ 316.25	25%	\$ 948.75	
39	8" Sanitary Sewer Main	500	LF	\$94.00	\$47,000.00	115	\$ 10,810.00		\$ -		\$ 10,810.00	23%	\$ 36,190.00	
40	Connect to Existing Sanitary Sewer Main	3	EA	\$700.00	\$2,100.00	1	\$ 700.00		\$ -		\$ 700.00	33%	\$ 1,400.00	
41	Sanitary Sewer Manhole	1	EA	\$3,800.00	\$3,800.00		\$ -		\$ -		\$ -	0%	\$ 3,800.00	
42	Sanitary Manhole Frame & Lid (EJ per Spec)	1	EA	\$1,514.00	\$1,514.00		\$ -		\$ -		\$ -	0%	\$ 1,514.00	
43	Adjust Existing Sanitary Manhole	2	EA	\$700.00	\$1,400.00		\$ -		\$ -		\$ -	0%	\$ 1,400.00	
44	6" Sanitary Sewer Lateral	290	LF	\$63.00	\$18,270.00		\$ -		\$ -		\$ -	0%	\$ 18,270.00	
45	Granular Backfill, San. Sewer	400	LF	\$14.00	\$5,600.00		\$ -		\$ -		\$ -	0%	\$ 5,600.00	
46	10" Watermain	305	LF	\$105.00	\$32,025.00	264	\$ 27,720.00		\$ -		\$ 27,720.00	87%	\$ 4,305.00	
47	10" Gate Valve & Box	2	EA	\$4,160.00	\$8,320.00	1	\$ 4,160.00		\$ -		\$ 4,160.00	50%	\$ 4,160.00	
48	8" Water Main	800	LF	\$84.00	\$67,200.00		\$ -		\$ -		\$ -	0%	\$ 67,200.00	
49	8" Gate Valve & Box	6	EA	\$3,120.00	\$18,720.00		\$ -		\$ -		\$ -	0%	\$ 18,720.00	
50	6" Water Main	35	LF	\$78.00	\$2,730.00	12	\$ 936.00		\$ -		\$ 936.00	34%	\$ 1,794.00	
51	6" Gate Valve & Box	2	EA	\$2,175.00	\$4,350.00	1	\$ 2,175.00		\$ -		\$ 2,175.00	50%	\$ 2,175.00	
52	Hydrant	2	EA	\$7,100.00	\$14,200.00	1	\$ 7,100.00		\$ -		\$ 7,100.00	50%	\$ 7,100.00	
53	Connection to Existing Water Main	7	EA	\$3,000.00	\$21,000.00		\$ -		\$ -		\$ -	0%	\$ 21,000.00	
54	Water Service, 1-1/4"	350	LF	\$58.00	\$20,300.00		\$ -		\$ -		\$ -	0%	\$ 20,300.00	
55	Water Service Fitting, 1-1/4"	11	EA	\$921.00	\$10,131.00		\$ -		\$ -		\$ -	0%	\$ 10,131.00	
56	Temporary Water Service	1	LS	\$10,000.00	\$10,000.00	1	\$ 10,000.00		\$ -		\$ 10,000.00	100%	\$ -	
57	Granular Backfill, Water Main	570	LF	\$12.00	\$6,840.00	264	\$ 3,168.00		\$ -		\$ 3,168.00	46%	\$ 3,672.00	
58	12" Storm Sewer, RCP	350	LF	\$70.00	\$24,500.00		\$ -		\$ -		\$ -	0%	\$ 24,500.00	
59	15" Storm Sewer, PVC	10	LF	\$90.00	\$900.00		\$ -		\$ -		\$ -	0%	\$ 900.00	
60	Storm Sewer Manhole	1	EA	\$3,100.00	\$3,100.00		\$ -		\$ -		\$ -	0%	\$ 3,100.00	

APPLICATION FOR PAYMENT - DETAILED SUMMARY SUBMITTED BY KOPPLIN & KINAS CO., INC.

SUBMITTED TO: City of Mayville
 PROJECT NAME & LOCATION: 2026 Street & Utility Reconstruct
 PROJECT NO: _____
 CONTRACT I.D.: _____

PAGE 1 OF 1
 APPLICATION NO. 1
 APPLICATION DATE: 4/29/2026
 CONTRACT DATE: _____

Item No.	Item Description	Bid				Work Completed						Total Completed & Stored To Date (H+J)	% (L/F)	Balance To Finish (F-L)
		QTY	Units	Unit Price	Scheduled Value (CxE)	This Period		Previous Application Quantity	Previous Application Amount	Material Stored Not in G or I				
						Quantity	Amount							
61	Storm Manhole Frame & Lid (EJ per Spec)	1	EA	\$1,200.00	\$1,200.00		\$ -		\$ -		\$ -	0%	\$ 1,200.00	
62	Adjust Existing Sanitary Manhole	2	EA	\$600.00	\$1,200.00		\$ -		\$ -		\$ -	0%	\$ 1,200.00	
63	Adjust Existing Storm Inlet	2	EA	\$400.00	\$800.00		\$ -		\$ -		\$ -	0%	\$ 800.00	
64	Granular Backfill, Storm Sewer	200	LF	\$8.00	\$1,600.00		\$ -		\$ -		\$ -	0%	\$ 1,600.00	
65	Unclassified Excavation	1	LS	\$85,100.47	\$85,100.47		\$ -		\$ -		\$ -	0%	\$ 85,100.47	
66	EBS and Sub-Base Course	540	CY	\$39.53	\$21,346.20		\$ -		\$ -		\$ -	0%	\$ 21,346.20	
67	Base Aggregate Dense, 3" - (8"Thick)	4,675	SY	\$6.94	\$32,444.50		\$ -		\$ -		\$ -	0%	\$ 32,444.50	
68	Base Aggregate Dense, 1-1/4" - (4" Thick)	4,675	SY	\$3.67	\$17,157.25		\$ -		\$ -		\$ -	0%	\$ 17,157.25	
69	Hot Mix Asphalt Pavement, Upper Layer 1-3/4"	445	TN	\$75.95	\$33,797.75		\$ -		\$ -		\$ -	0%	\$ 33,797.75	
70	Hot Mix Asphalt Pavement, Lower Layer 2-1/4"	570	TN	\$79.05	\$45,058.50		\$ -		\$ -		\$ -	0%	\$ 45,058.50	
71	Hot Mix Asphalt Driveway Patching, 2"	2	TN	\$169.03	\$338.06		\$ -		\$ -		\$ -	0%	\$ 338.06	
72	Curb and Gutter, 30"	1,340	LF	\$19.30	\$25,862.00		\$ -		\$ -		\$ -	0%	\$ 25,862.00	
73	Curb and Gutter Patching, 30"	120	LF	\$22.50	\$2,700.00		\$ -		\$ -		\$ -	0%	\$ 2,700.00	
74	Concrete Driveway Apron, 6"	2,075	SF	\$7.08	\$14,691.00		\$ -		\$ -		\$ -	0%	\$ 14,691.00	
75	Concrete Sidewalk, 4"	5,125	SF	\$6.03	\$30,903.75		\$ -		\$ -		\$ -	0%	\$ 30,903.75	
76	Concrete Stopes	35	SF	\$51.75	\$1,811.25		\$ -		\$ -		\$ -	0%	\$ 1,811.25	
77	Concrete Sidewalk Patching, 4"	225	SF	\$6.91	\$1,554.75		\$ -		\$ -		\$ -	0%	\$ 1,554.75	
78	Detectable Warning Field	15	EA	\$325.00	\$4,875.00		\$ -		\$ -		\$ -	0%	\$ 4,875.00	
79	Tree and Stump Removal, 18" & Greater	5	EA	\$800.00	\$4,000.00	6	\$ 4,800.00		\$ -		\$ 4,800.00	120%	\$ (800.00)	
80	Topsoil, Seeding, & Mulch	1,100	SY	\$11.10	\$12,210.00		\$ -		\$ -		\$ -	0%	\$ 12,210.00	
81	Traffic Control and Access	1	LS	\$3,050.00	\$3,050.00	0.25	\$ 762.50		\$ -		\$ 762.50	25%	\$ 2,287.50	
82	Erosion Control	1	LS	\$1,275.00	\$1,275.00	0.25	\$ 318.75		\$ -		\$ 318.75	25%	\$ 956.25	
	Allowances	1	LS	\$2,500.00	\$2,500.00		\$ -		\$ -		\$ -	0%	\$ 2,500.00	
83	8" Sanitary Sewer Main	665	LF	\$82.00	\$54,530.00	665	\$ 54,530.00		\$ -		\$ 54,530.00	100%	\$ -	
84	Connect to Existing Sanitary Sewer Main	3	EA	\$700.00	\$2,100.00	3	\$ 2,100.00		\$ -		\$ 2,100.00	100%	\$ -	
85	Sanitary Sewer Manhole	3	EA	\$4,000.00	\$12,000.00	3	\$ 12,000.00		\$ -		\$ 12,000.00	100%	\$ -	
86	Sanitary Manhole Frame & Lid (EJ per Spec)	3	EA	\$1,514.00	\$4,542.00		\$ -		\$ -		\$ -	0%	\$ 4,542.00	
87	6" Sanitary Sewer Lateral	375	LF	\$63.00	\$23,625.00		\$ -		\$ -		\$ -	0%	\$ 23,625.00	
88	Granular Backfill, San. Sewer	550	LF	\$15.00	\$8,250.00	239	\$ 3,585.00		\$ -		\$ 3,585.00	43%	\$ 4,665.00	
89	10" Water Main	715	LF	\$100.00	\$71,500.00	697	\$ 69,700.00		\$ -		\$ 69,700.00	97%	\$ 1,800.00	

APPLICATION FOR PAYMENT - DETAILED SUMMARY SUBMITTED BY KOPPLIN & KINAS CO., INC.

SUBMITTED TO: City of Mayville
 PROJECT NAME & LOCATION: 2026 Street & Utility Reconstruct
 PROJECT NO: _____
 CONTRACT I.D.: _____

PAGE 1 OF 1
 APPLICATION NO. 1
 APPLICATION DATE: 4/29/2026
 CONTRACT DATE: _____

Item No.	Item Description	Bid				Work Completed					Total Completed & Stored To Date (H+J)	% (L/F)	Balance To Finish (F-L)
		QTY	Units	Unit Price	Scheduled Value (CxE)	This Period		Previous Application Quantity	Previous Application Amount	Material Stored Not In G or I			
						Quantity	Amount						
90	8" Water Main	15	LF	\$87.00	\$1,305.00	7	\$ 609.00		\$ -		\$ 609.00	47%	\$ 696.00
91	6" Water Main	15	LF	\$77.00	\$1,155.00	8	\$ 616.00		\$ -		\$ 616.00	53%	\$ 539.00
92	10" Gate Valve & Box	3	EA	\$4,160.00	\$12,480.00	3	\$ 12,480.00		\$ -		\$ 12,480.00	100%	\$ -
93	6" Gate Valve & Box	1	EA	\$2,175.00	\$2,175.00	1	\$ 2,175.00		\$ -		\$ 2,175.00	100%	\$ -
94	Hydrant	1	EA	\$7,600.00	\$7,600.00	1	\$ 7,600.00		\$ -		\$ 7,600.00	100%	\$ -
95	Connection to Existing Water Main	4	EA	\$5,000.00	\$20,000.00	4	\$ 20,000.00		\$ -		\$ 20,000.00	100%	\$ -
96	Water Service, 1-1/4"	400	LF	\$58.00	\$23,200.00		\$ -		\$ -		\$ -	0%	\$ 23,200.00
97	Water Service Fitting, 1-1/4"	13	EA	\$921.00	\$11,973.00		\$ -		\$ -		\$ -	0%	\$ 11,973.00
98	Temporary Water Service	1	LS	\$13,500.00	\$13,500.00	1	\$ 13,500.00		\$ -		\$ 13,500.00	100%	\$ -
99	Granular Backfill, Water Main	575	LF	\$12.00	\$6,900.00	303	\$ 3,636.00		\$ -		\$ 3,636.00	53%	\$ 3,264.00
100	Unclassified Excavation	1	LS	\$70,418.68	\$70,418.68		\$ -		\$ -		\$ -	0%	\$ 70,418.68
101	EBS and Sub-Base Course	900	CY	\$34.53	\$31,077.00		\$ -		\$ -		\$ -	0%	\$ 31,077.00
102	Base Aggregate Dense, 3"- (8" Thick)	2600	SY	\$6.94	\$18,044.00		\$ -		\$ -		\$ -	0%	\$ 18,044.00
103	Base Aggregate Dense, 1-1/4" - (4" Thick)	2600	SY	\$3.67	\$9,542.00		\$ -		\$ -		\$ -	0%	\$ 9,542.00
104	Hot Mix Asphalt Pavement, Upper Layer 1-3/4"	240	TN	\$83.05	\$19,932.00		\$ -		\$ -		\$ -	0%	\$ 19,932.00
105	Hot Mix Asphalt Pavement, Lower Layer 2-1/4"	305	TN	\$85.05	\$25,940.25		\$ -		\$ -		\$ -	0%	\$ 25,940.25
106	Hot Mix Asphalt Driveway Patching, 2"	8	TN	\$169.03	\$1,352.24		\$ -		\$ -		\$ -	0%	\$ 1,352.24
107	Curb and Gutter, 24"	1300	LF	\$16.85	\$21,905.00		\$ -		\$ -		\$ -	0%	\$ 21,905.00
108	Concrete Driveway Apron, 6"	1125	SF	\$7.08	\$7,965.00		\$ -		\$ -		\$ -	0%	\$ 7,965.00
109	Concrete Sidewalk, 4"	4825	SF	\$6.03	\$29,094.75		\$ -		\$ -		\$ -	0%	\$ 29,094.75
110	Concrete Steps	125	SF	\$51.75	\$6,468.75		\$ -		\$ -		\$ -	0%	\$ 6,468.75
111	Silt Fence	480	LF	\$2.05	\$984.00	475	\$ 973.75		\$ -		\$ 973.75	99%	\$ 10.25
112	Topsoil, Seeding, & Mulch	890	SY	\$11.45	\$10,190.50		\$ -		\$ -		\$ -	0%	\$ 10,190.50
113	Traffic Control and Access	1	LS	\$1,525.00	\$1,525.00	0.25	\$ 381.25		\$ -		\$ 381.25	25%	\$ 1,143.75
114	Erosion Control	1	LS	\$425.00	\$425.00	0.25	\$ 106.25		\$ -		\$ 106.25	25%	\$ 318.75
115	Sanitary Manhole Frame & Casting (Neenah)		EA	\$ 1,265.00	\$0.00		\$ -		\$ -		\$ -	0%	\$ -
116	Storm Manhole Frame & Casting (Neenah)		EA	\$ 800.00	\$0.00		\$ -		\$ -		\$ -	0%	\$ -
117	Storm Manhole Frame & Casting (Neenah)		EA	\$ 800.00	\$0.00		\$ -		\$ -		\$ -	0%	\$ -
					\$1,554,499.70		\$ 354,269.50		\$ -		\$ 354,269.50		\$ 1,200,230.20

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2026, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the CITY OF MAYVILLE, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User’s access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User’s access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 6.0% percent of “Net Collections” as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, Contractor will continue to try to convert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee and the credit card convenience fee are referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims

processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on June 1, 2026, and shall thereafter continue through May 31, 2029, (“Initial Term”). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a “Renewal Term”), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client’s payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate

and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify

reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. COOPERATIVE PROCUREMENT. "The Contractor shall extend the same pricing and terms of this contract to any other eligible public agency that wishes to participate in this cooperative agreement."

10. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 10 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for

the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

11. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose

any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

12. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the

Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and

judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as

comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

13. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

City of Mayville
102 Mill Place
Mayville, WI 53050

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client’s payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

[Signatures Next Page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Mayville

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1 Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2026, by and between the City of Mayville, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

p. In accordance with 45 CFR § 164.504, which permits Covered Entity to use or disclose protected health information for treatment, payment, or health care operations, Business Associate may use or disclose protected health information of covered entity to another covered entity or a business associate of another covered entity for treatment, payment and health care operations activities of that other covered entity.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered

Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

City of Mayville

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



Carrico Aquatic Resources
 720 N. Parkway Street
 Jefferson, WI 53549

Phone #	920-541-3600
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Invoice

Date	Invoice #
5/4/2026	20262866

Bill To
Tag Center P. O. Box 273 1700 Breckenridge St. Mayville, WI 53050 tagmaint@mayvillecity.com

Ship To
Tag Center Attn: Scott Holmansburger 1700 Breckenridge St. Mayville, WI 53050

P.O. Number	Terms	Due Date
	Net 30	6/3/2026

Description	Quantity	Price Each	Amount
Aquatic Facility Service	6	135.00	810.00T
2200670 BECSys5 Standard Input PCB for CP-1 free chlorine sensor	1	1,110.55	1,110.55T
2210422 CP-1 Sensor for use with LFC	1	743.15	743.15T
BECS pH Sensor 8660105 with 14" BNC Cable - NO CHARGE	1	0.00	0.00T
2210326 - CO2 Diffuser Assembly	1	66.80	66.80T
2210583 Lighted Flow Cell CP-1 module	1	367.40	367.40T
2100299-D-1 CO2 Feed Unit	1	809.95	809.95T
Manufacturers Imposed Tariff Surcharge	1	92.76	92.76T
3/8" Poly Tubing, Natural, per foot	75	0.63	47.25T
Shipping and Handling	1	122.47	122.47T
Sales Tax		0.00%	0.00

Total	\$4,170.33
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Dialed In Roofing & Exteriors
 W194N11180 Kleinmann Drive
 Germantown, WI 53022

INVOICE

Job: 26-2939: TAG Center
Invoice Name: 26-2939
Invoice Number: 26-2939-2
Invoice Date: 04/17/2026
Terms: Upon Receipt

Location Address
 1700 Breckenridge Street
 Mayville, WI 53050

TAG Center
 1700 Breckenridge Street
 Mayville, WI 53050

PRICE

TUCK POINTING Invoice

Tuck Pointing Section **\$42,890.00**

- ∕ Grind out mortar joint where necessary 3/4" deep.*
- ∕ Clean out joints and prep for tuckpointing.*
- ∕ Tuckpoint using a Spec Mortar Mix to match existing as close as possible.*
- ∕ Provide 100% waterproofing on entire front curved side area of building using a MasterProtect H 440 VT Clear breathable Solvent.*
- ∕ Provide 100% waterproofing on entire walls where leaking has occurred using a MasterProtect H 440 VT Clear breathable Solvent.*
- ∕ Tuckpoint the two wall areas as needed that were discussed with John where leaking has occurred.*
- ∕ Replacement of glazing and perimeter caulking on 17 windows.*
- ∕ Caulk flashing as needed using a Dymonic FC sealant. Match existing color as close as possible.*
- ∕ Note all repairs will be conducted at the front of the building where the rustic veneer stone is located.*
- ∕ After Waterproofing has cured, we will perform a water test to make sure we double check the work.*

Subtotal: Invoice **\$42,890.00**

Grand Total **\$42,890.00**

Payments/Credits:
 04/17/2026 **\$21,445.00**

Total Received: **\$21,445.00**

Invoice Balance Due: **\$21,445.00**



SERVICE CONTRACT

Date: 5/13/2026
 Site Address: Tag Center
 1700 Breckenridge St
 Mayville, WI 53050
 Attn: Scott
 Phone: 920-583-5816
 Email: tagmaint@mayvillecity.com

SCOPE OF SERVICES:

Flow Meter Sensor Installation of Flow Meter Sensor

- Install new flow meter sensor and saddle in the filtration line.
- Unwire and remove the old flow meter display next to AMS control cabinets.
- Install the new flow meter display.
- Wire new flow meter sensor to new display.
- Install a 24v DC power supply in the AMS cabinet.
- Power and program the new display.

NOTES:

- If any further repairs are required, they will be billed additionally.
- Flow meter communication with Web Control and backwash speed will be verified when the facility communication (Spectrum) are back online.

PRICING – VALID FOR 30 DAYS

Price: \$ 5,847.56
 Tax: \$ EXEMPT
 Total: \$ 5,847.56

PAYMENT TERMS

- 50% initial payment and 50% due upon completion.

SIGNATURES

Owner has read and understands the payment terms, conditions, and lien rights.

Neuman Pools, Inc.

Owner

Signature: _____

Signature: _____

Kendelle Wendlandt – Commercial Service Coordinator

Print Name / Title: _____

Date: _____

Date: _____

WISCONSIN LIEN RIGHTS

As required by Wisconsin Construction Lien Law, NEUMAN POOLS, INC. hereby notifies the Owner that persons or companies furnishing labor or materials for construction on Owner's land may have lien rights on Owner's land and buildings, if not paid. Those entitled to lien rights, in addition to NEUMAN POOLS, INC., are those who contract directly with the Owner, or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction improvement. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction improvement and should give a copy of each notice received to his mortgage lender, if any. NEUMAN POOLS agrees to cooperate with the Owner and their lender, if any, to see that all potential lien claims are duly paid.

SALES TERMS AND CONDITIONS

Terms and Conditions. These terms and conditions shall apply to all orders or transactions entered into by and between the buyer listed on this order ("Buyer") and Neuman Pools, Inc. ("NPI"). NPI will accept orders, sell Products and Services (defined below), and do business only on these terms and conditions. These terms and conditions, the terms and conditions on the first page of this order and any NPI quotation accepted by Buyer, shall be collectively referred to hereinafter as the "Agreement." As used herein, "Products and Services" shall mean all items being sold by NPI to Buyer, whether materials, products to be manufactured or delivered, services to be rendered or any combination thereof. NPI's acceptance of Buyer's order is expressly conditioned on Buyer's unqualified acceptance of the Agreement. Buyer, upon placing an order for the purchase of Products and Services shall be deemed to have accepted all the terms and conditions of the Agreement without modification. Buyer may also accept an order in writing or electronically. Unless otherwise agreed to in a writing signed by NPI, any term or condition contained in any Buyer purchase order or other form or correspondence that purports to add to or is in any way inconsistent with the Agreement shall be inapplicable and of no force or effect whatsoever.

Time of Delivery. NPI shall use commercially reasonable efforts to fill Buyer's orders within the time stated but in no event shall NPI be liable for any damages associated with NPI's inability to meet any such timeframes or deadlines.

Price; Taxes. Unless otherwise stipulated, all prices stated in NPI's quotations shall be good only for a period of thirty (30) days from the date of such quotation. Thereafter, the price for Products and Services sold hereunder shall be NPI's price in effect as of the date of shipment. Unless specifically otherwise set forth in the Agreement, Buyer shall be responsible for obtaining any and all permits or other governmental approvals required in connection with the Products and Services, and prices do not include the cost of such approvals, cost of freight or handling, cost or charges for insurance or any production, sales, use, transfer, transportation, excise or other taxes, tariffs, or customs duties, or costs arising from unforeseen, concealed or unusual conditions or circumstances, and Buyer shall pay directly or be charged by NPI for all such costs and/or charges in addition to the price(s) of the Products and Services supplied hereunder and Purchaser shall be obligated to pay such charges and costs on the same terms as apply to payment of the price(s) hereunder. NPI may make partial shipments.

Shipment; Payments. As applicable, all materials and products shall be shipped F.O.B. NPI's plant, unless otherwise agreed. Risk of loss and title to Products and Services shall pass to Buyer upon performance of the services and delivery of the material or products to the carrier for shipment. Payment of each invoice shall be due, without deduction or setoff, within thirty (30) days of the invoice date. Interest of 1.5% per month will be added to all amounts outstanding more than thirty (30) days.

Specifications. NPI may make any change in design of, or in the way it manufactures or produces, any Product if, in NPI's sole judgment, such changes are necessary or desirable to improve the safety or performance of such Product.

Cancellation. Buyer may not cancel orders placed with NPI, except with NPI's prior written consent and then only if Buyer makes payment to NPI to indemnify it against all loss and damage incurred by NPI on account of such cancellation.

Inspection. Buyer shall inspect all Products and Services within ten (10) days after receipt thereof and shall notify NPI of any rejection of such Products and Services within such ten (10) day period, after which Buyer shall be deemed to have accepted such Products and Services.

Security Interest. Buyer hereby grants to NPI and NPI hereby retains a security interest in all materials and products sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, and all proceeds from the sale or other

disposition of the foregoing. Buyer hereby authorizes NPI and its agents to file any financing statements and other documents necessary to create, perfect and maintain the perfection of the security interest granted hereunder

LIMITED WARRANTY. NPI warrants to Buyer that (a) at the time of delivery, the Products and Services shall conform to the written specifications approved by NPI for such Products and Services; and (b) the Products and Services shall be free from defects in material and workmanship. **THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY AND ALL OTHER EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. NO WARRANTY IS MADE WHICH EXTENDS BEYOND THAT WHICH IS EXPRESSLY CONTAINED HEREIN.**

Inspection and Return under Warranty. Buyer must give written notice to NPI of any suspected defect in the Products and Services within the above-described inspection period; otherwise, Buyer will be deemed to have accepted such Products and Services. Buyer must obtain a return authorization from NPI prior to returning any materials or products for warranty service under this Section. Buyer shall be responsible for all costs and expenses associated with returning the materials or products to NPI for warranty service. NPI reserves the right to apply a restocking charge of 35% of the purchase price of the returned goods, plus freight charges to all returns.

LIMITATION OF LIABILITY. **THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND, IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF NPI WITH RESPECT TO ANY CLAIMS UNDER THE AGREEMENT OR REGARDING THE EQUIPMENT, SERVICES, WORK, SPARE OR REPLACEMENT PARTS AND SERVICES INCIDENTAL THERETO AS FURNISHED HEREUNDER, WHETHER BASED IN CONTRACT, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCTS AND SERVICES UPON WHICH ANY SUCH CLAIM IS BASED. IN NO EVENT SHALL NPI BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY.**

Indemnification. Buyer shall defend, indemnify and hold NPI and its officers, directors, shareholders, affiliated companies, employees, agents and representatives harmless against any claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) resulting from or otherwise connected with any of the following: (a) bodily injury, death or property damage caused by Buyer's or its agents' acts or omissions with respect to the Products and Services; or (b) any design, specification, material or component supplied or approved by Buyer for the design, manufacture, installation, repair or services in connection with the Products and Services.

Intellectual Property Rights. NPI shall retain all intellectual property rights in and to the Products and Services, including, without limitation, any rights under patents as well as any unpatented information such as trade secrets, confidential information, trademarks, trade dress or copyrights. Nothing in the Agreement shall be deemed or construed to be a transfer or license of any of NPI's intellectual property. Buyer shall obtain rights to such intellectual property only to the extent that NPI may grant such rights in writing.

Force Majeure; Remedies; Limitation of Actions. NPI shall not be liable for any delay in the performance of the Agreement by reason of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, terrorism, governmental action or any other cause which is beyond the reasonable control of NPI. In the event of any such delay, NPI's performance hereunder shall be postponed by such length of time as may be reasonably necessary to compensate for the delay. Each of the rights and remedies of NPI under the Agreement is cumulative and in addition to any other or further remedies provided under the Agreement or at law or equity. Any action by Buyer for any loss or damage with respect to the Agreement shall be commenced within one (1) year from the earlier of the date of: initial operation, substantial completion, last date of services or date of shipment, as applicable.

Miscellaneous. If any court of competent jurisdiction determines that any provision of the Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed in the Agreement. Buyer may not assign any of its rights, duties or obligations under the Agreement without NPI's prior written consent. The rights of all parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Wisconsin, without giving affect to principles of conflicts of law. The parties agree that any action arising out of the Agreement or in connection with the goods covered hereunder shall be brought in the federal, state or local court located in or otherwise having jurisdiction over Dodge County in the State of Wisconsin and the parties hereby consent to personal jurisdiction in such courts and waive any objection based on jurisdiction or venue of any such action.



Dialed In Roofing & Exteriors
W194N11180 Kleinmann Drive
Germantown, WI 53022
Phone: (414) 539-7663

Company Representative
Justin Koput
Phone: (262) 403-0298
justin@dialedinroofing.com

TAG Center
1700 Breckenridge Street
Mayville, WI 53050
(920) 583-5816

Window Glazing

- ▶ Replacement of glazing and perimeter caulking on all windows above the rounded wall out front of the entrance.
- ▶ Only the upper windows are included above the stone wall we recently tuck-pointed.

\$3,800.00

***OTTRC Exteriors LLC/dba Dialed In Roofing & Exteriors will provide a Workmanship Warranty on FULL ROOF REPLACEMENT work for AS LONG AS YOU OWN THE HOME OR BUSINESS (excludes repair only projects). All materials will carry their own limited lifetime manufacturer's warranty against defects for up to 50 years. **

*** SATELLITE DISHES may need to be re-aimed to receive maximum reception. THIS IS THE HOMEOWNERS RESPONSIBILITY but we can assist you by recommending an installer if needed.*

****All work performed by Dialed In Roofing & Exteriors is **CONTRACTUAL ONLY** and in accordance with the signed estimate. **No verbal agreements will be performed without the appropriate signed documentation.***

***** TERMS: 50% (1/2) DOWN PRIOR TO START OF JOB AND THE BALANCE DUE UPON COMPLETION OF THE PROJECT, DUE WITHIN 10 WORKING DAYS OF EXECUTED WAIVER OF LIEN RIGHTS (LIEN WAIVER VALID UPON PAYMENT IN FULL).*

***** (This paragraph refers to insurance claims only). This agreement is based on UCR charges for labor as well as general contractor's overhead & profit as well as other common supplements for decking, code upgrades & materials. All supplements (insurance proceeds) less public adjusting fees are expressly added to the general contractor's fees. Homeowner will not be responsible for costs (except for their deductible) in excess of final insurance estimate including supplements. This price cap guarantee does not include any upgrades or deviation from final insurance estimate made at homeowners request - all such upgrades and deviations executed as change orders to be agreed to by both parties, signed and added to this contract as addendums.*

******* NOTE: AS REQUIRED BY WISCONSIN LIEN LAW, WE HEREBY NOTIFY OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID. LATE PAYMENT WILL RESULT IN 1 1/2% INTEREST PER MONTH.**

****ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Check # _____ *Amount of Down payment \$ _____ *

All checks payable to:
OTTRC Exteriors LLC
W194 N11180 Kleinmann Dr
Germantown, WI 53022

*Shingle Color/Style: _____ *

*Material Drop Location: _____ *

*Dumpster Drop Location: _____ *

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date



Meeting Date: May 26, 2026

Memo Date: May 9, 2026

To: Finance Committee

From: Nichole DeBaker, Comptroller/Treasurer

Subject: 2026 Budget Amendment Allen and Muzzy St

Overview:

The proposed budget amendment consolidates Allen and Muzzy into a single account number. Currently, both projects are billed under one invoice, though they were originally budgeted separately for bidding purposes. This change will better align the budget with actual billing practices while still allowing us to track the breakdown of work for audit and reporting purposes.

Proposed 2026 Amendment

Account No	Title	Budget
45-57300-81-370-526	Transfer from Capital -Allen St	(361,667)
45-57300-81-370-026	Transfer to 2026 Muzzy ST	361,667



Meeting Date: May 26, 2026

Memo Date: May 5, 2026

To: Common Council

From: Nichole DeBaker, Comptroller/Treasurer

Subject: 2026 Budget Amendment Library Transfer to Reserve Funds

Overview:

This amendment reallocates unspent budgeted funds to a designated reserve account for the library. The purpose of this transfer is to ensure that unused appropriations are preserved for future library-related needs and expenditures.

Account	Title	Budget
10-34204-00-000-000	Library Reserve Account	35,698.04
10-55110-57-812-000	Public Library – Reserve Expenditures	35,698.04