



**CITY OF MAYVILLE FINANCE COMMITTEE
MEETING AGENDA
AUGUST 24, 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 July 27, 2026, Finance Committee Meeting

4. DISCUSS WITH POSSIBLE ACTION

4.1. Discuss, with Possible Recommendation, 2027 Capital Improvement Plan Projects

4.2. Discuss, with Possible Recommendation, Contract Renewal with Associated Appraisal Consultants, Inc. for Appraisal Services for 2027 - 2031 and Interim Market Update Revaluation for 2027

4.3. Discuss, with Possible Recommendation, Proposed Contract from Vierbicher for Grant Administration Services for Mayville EMS and the Wisconsin Department of Administration Non-State Grant and FY27 Congressionally Directed Spending Application

5. ADJOURNMENT

Ald. Bob Smith, Presiding Officer

Meeting to 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
JULY 27, 2026
6:00 PM
MAYVILLE CITY HALL

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 07:50 PM by Ald. Bob Smith, with the following roll call:

Present: Ald. Bob Smith and Ald. Tony DeBaker

Excused: Ald. Molly Henkel

Absent: None

Staff present: DPW/Parks Director Jake Schellpeffer, EMS Director Julie Staffin, EMS Deputy Director Devin Sellnow, TAG Center Director Jess Loomans, Fire Chief Geoff Engel, Police Chief Ryan Toellner, Police Lieutenant Jeremy Johnson, Cameron Sawyer with Elevated Municipal Consulting, and Clerk/Executive Assistant Anastasia Gonstead.

2. CITIZEN COMMENTS

None

3. APPROVAL OF MINUTES

3.1. Approval of Minutes of the June 22, 2026, Finance Committee Meeting

The motion to approve the minutes of the June 22, 2026, Finance Committee meeting was made by Ald. Smith and seconded by Ald. DeBaker.

Ayes: Ald. DeBaker and Ald. Smith

Nays: None

Vote Count: 2 - 0

Motion has Passed

4. DISCUSS WITH POSSIBLE ACTION

4.1. Quarter 2 - 2026 Budget Overview

C. Sawyer from Elevated Municipal Consulting gave a quarter 2–2026 budget overview to the Committee. He said to expect budget amendments in August. He also informed the Committee that wage realignments are needed for the EMS, Clerk, Comptroller, and Parks Departments; anticipating \$150,000-\$180,000 overage in wages, reviews will be needed. Some capital projects will be removed from the budget due to project timing. Special assessment revenues will not come in until 2028 at the earliest for road projects, contradictory to 2026 budgeted information. C. Sawyer provided information on the TAG Center, explaining there has been no cash improvement or degradation. It is projected the TAG will have similar deficits this year. He noted no major changes will happen with the TAG deficit until major operational changes are made. He suggested special assessments should be reflected into debt service due to unreliable timing on payment. Revolving loans also need to be addressed.

- 4.2. Discuss, with Possible Recommendation, Quote for Filtration Backwash System Actuators and Relay Installation, for the TAG Center Pool, in the Amount of \$9,235.92**
Vendor: Neuman Pools Inc.

The motion to recommend Common Council approve the quote for filtration backwash system actuators and relay installation for the TAG Center pool, in the amount of \$9,235.92, to Neuman Pools Inc., to be funded by TAG Inc., was made by Ald. DeBaker and seconded by Ald. Smith.

Ayes: Ald. DeBaker and Ald. Smith

Nays: None

Vote Count: 2 - 0

Motion has Passed

- 4.3. Discuss, with Possible Recommendation, Pay Request #1 (Final), in the Amount of \$36,258.34, Payable to Northeast Asphalt, Inc.**
Project: 2026 Oak Street Milling & Paving

The motion to recommend Common Council approve pay request #1 (final), in the amount of \$36,258.34, payable to Northeast Asphalt Inc., for the 2026 Oak Street Milling and Paving project, was made by Ald. DeBaker and seconded by Ald. Smith.

Ayes: Ald. DeBaker and Ald. Smith

Nays: None

Vote Count: 2 - 0

Motion has Passed

- 4.4. Discuss, with Possible Recommendation, Pay Request #3, in the Amount of \$333,988.57, Payable to Kopplin & Kinas Co., Inc.**
Project: 2026 Road Reconstruction - Muzzy, Allen, and Grove Streets

The motion to recommend Common Council approve pay request #3, in the amount of \$333,988.57, payable to Kopplin & Kinas Co. Inc., for the 2026 road reconstruction – Muzzy, Allen, and Grove Streets project, was made by Ald. DeBaker and seconded by Ald. Smith.

Ayes: Ald. DeBaker and Ald. Smith

Nays: None

Vote Count: 2 - 0

Motion has Passed

- 4.5. Discuss, with Possible Recommendation, Pay Request #4, in the Amount of \$298,954.57, Payable to Kartechner Brothers LLC**
Project: River Knoll Drive Street and Utility Extension - TID #7

The motion to recommend Common Council approve pay request #4 in the amount of \$298,954.57, payable to Kartechner Brothers LLC, for the River Knoll Drive Street and Utility Extension - TID #7 project, was made by Ald. Smith and seconded by Ald. DeBaker.

Ayes: Ald. Smith and Ald. DeBaker

Nays: None

Vote Count: 2 - 0

Motion has Passed

4.6. Discuss, with Possible Recommendation, TAG Membership Fee Structure

TAG Director Jess Loomans gave an overview of her proposed fee structure. Clerk/Executive Assistant Gonstead asked if the operating costs included utilities, insurance, etc. and Director Loomans advised this was just aquatics budget items, so the number is most likely low. Questions were asked about pool usage, the TAG Center has had lower numbers in the summer, noting 161 users in June. Clerk/Executive Assistant Gonstead pointed out aquatic wages alone are approximately \$15,000 per month.

The motion to recommend to Common Council to review the TAG Membership fee structure was made by Ald. DeBaker and seconded by Ald. Smith.

Ayes: Ald. Smith and Ald. DeBaker

Nays: None

Vote Count: 2 - 0

Motion has Passed

5. ADJOURNMENT

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

Ayes: Ald. DeBaker and Ald. Smith

Nays: None

Vote Count: 2 - 0

Motion has Passed. The Finance Committee meeting was adjourned at 8:17 PM.

Respectfully submitted by Lexi Volbright - Deputy Clerk

CONTRACT PROPOSAL · AUGUST 11, 2026

ASSESSMENT SERVICES SUMMARY

PREPARED FOR

City of Mayville, Dodge County

Attn: Anastasia Gonstead, City Clerk/Executive Assistant



ASSOCIATED APPRAISAL CONSULTANTS, INC.

MUNICIPALITY

City of Mayville

COUNTY

Dodge

CONTRACT TERM

5 Years · 2027 – 2031

YEAR 1 ANNUAL FEE

\$24,000

FROM YOUR ASSESSOR

INVESTMENT SUMMARY

This proposal outlines **Associated Appraisal's** 5-year annual maintenance assessment services for City of Mayville, with optional revaluation add-ons available in any contract year. Annual maintenance keeps the assessment roll up to date as properties change; **periodic revaluations** are what restore compliance with the 10% level-of-assessment requirement under **Wis. Stat. §70.05(5)**.

5-YEAR MAINTENANCE CONTRACT · 2027 – 2031

Annual Maintenance Assessment Services

Optional Full, Exterior, or Interim Market Update (IMU) Revaluations, or Interior Questionnaire Letter add-ons available in any year.

\$24,000

YEAR 1 · 2027

\$125,000 5-YR TOTAL

Value at a Glance Metrics

Annual Maintenance Assessment fees are spread across all **2,185 active parcels**. The fee per Improved parcel — where field work concentrates — shows a slightly higher per-parcel allocation, reflecting how the workload distributes across the roll.

\$10.98

ANNUAL / PARCEL

all 2,185 parcels

\$12.44

ANNUAL / IMPROVED

1,929 improved

\$0.92

MONTHLY / PARCEL

every month

\$57.21

5-YR / PARCEL

total contract

2,185

PARCELS SERVED

1,929 imp · 102 vac

FOR MUNICIPAL BUDGETING

At **\$10.98 per parcel per year**, AAC's annual maintenance covers every statutorily required task — including roll updates, sales review, permit inspections, property owner review requests, exemption request processing, Open Book, Board of Review, DOR reporting, and statutory mailings. See the attached sample maintenance contract for the complete scope of services delivered annually under this fee.

SECTION TWO

FEE SCHEDULE

Fees below are **valid for 60 days** from August 11, 2026. The Annual Maintenance line represents the base annual fee. Revaluations and other add-ons apply only if elected and only in the years they are performed. Additional options to spread a revaluation over more than one year are available at AAC's discretion, as agreed to by both parties.

ASSESSMENT SERVICES	2027	2028	2029	2030	2031
Annual Maintenance	\$24,000	\$24,500	\$25,000	\$25,500	\$26,000
Annualized equivalent (optional)		\$25,000 / year · equal payments for budget consistency			
OPTIONAL REVALUATION ADD-ONS (PER YEAR ELECTED)					
Exterior-Only Revaluation		+ \$100,000 (for each revaluation assessment year)			
Full Inspection Revaluation		+ \$114,000 (for each revaluation assessment year)			
Interim Market Update (IMU) Revaluation		+ \$25,000 (for each revaluation assessment year)			
5-Year Maintenance Total	\$125,000 · revaluation add-ons billed separately if elected				

PAYMENT TERMS

Maintenance: Paid in monthly or quarterly installments throughout each assessment year. **Revaluation:** Monthly invoicing based on percentage of work completed, with 5% retained by the municipality until final adjournment of the Board of Review. **Mailings:** The municipality is responsible for postage and mailing services during revaluation years; estimated cost varies with notice volume and is itemized in the Budget Scenarios on the final page when revaluation is elected.

SECTION THREE

INCLUDED SERVICES

All services below are covered by the single annual maintenance fee. There are no per-task surcharges and no hourly billing for any item on this list.

- ✓

Annual Roll Updates
New construction, parcel splits and combinations, annexations, remodeling, demolitions, zoning and class changes.
- ✓

Building Permit Field Reviews
On-site verification of all permitted improvements, with PRC updates and value adjustments.
- ✓

Open Book & Board of Review
Assessor attendance, evidence prep, and statutory documentation (PR-130, PA-800).
- ✓

DOR Reporting & Compliance
PA-521C, PA-533, PA-539-2, and all electronic data submissions.
- ✓

CAMA Hosting & Access
Cloud-hosted assessment platform with daily backups, clerk and treasurer access.
- ✓

Sales Inspection & Qualification
Field review of all qualified arms-length sales for use in level-of-assessment and ratio analysis.
- ✓

Property Owner Reviews
Field inspections requested by owners during the annual maintenance cycle.
- ✓

Statutory Mailings
Notice of Changed Assessment (PR-302), Open Book notices, BOR determinations.
- ✓

Exemption Administration
PR-230 Exemption Request reviews; assistance with PC-220 / PC-227 and biennial PC-226 summary report.
- ✓

Year-Round Availability
Phone and email response to property owners and municipal staff throughout the year.

The Assessment Year at a Glance

AAC's annual maintenance cycle follows a predictable statutory timeline. The grid below reflects a typical Wisconsin assessment year — all activities covered by our annual amount.

Q 1	Q 2	Q 3	Q 4
JAN – MAR Roll Preparation - Sales Validation (PAD) - New construction review - Class change reviews - OB/BOR scheduling	APR – JUN Open Book & BOR - Assessment notices mailed - Open Book sessions - Board of Review - MAR Report	JUL – SEP Field Season - Permit field inspections - Sales review & qualification - Exemption request processing - Property owner reviews	OCT – DEC Year-End & Planning - Final field data collection - DOR data submissions - Next-year planning

SECTION FOUR

PARCEL SUMMARY



Active parcels by Wisconsin Department of Revenue tax classification. All classes shown are covered under the single annual maintenance fee.

Parcel Summary by Tax Classification

PROPERTY CLASS	IMPROVED	VACANT	TOTAL	SHARE
Residential (1)	1,739	69	1,808	82.7%
Commercial (2)	190	33	223	10.2%
Manufacturing (3)	—	22	22	1.0%
Agricultural / Undeveloped / Forest (4, 5, 5m, 6)	—	11	11	0.5%
Exempt & MFL/PFC (X, W)	—	121	121	5.5%
Total Active Parcels	1,929	102	2,185	100%

NOTE ON CLASSIFICATIONS

Classifications and parcel counts reflect the most recent assessment roll. New construction, parcel splits, annexations, and class changes captured during the year are reflected in the following year's roll. Class designations follow Wisconsin Property Assessment Manual conventions.

SECTION FIVE

§70.05 COMPLIANCE

CURRENT STATUS (ENTERING 2026)

4 Years Out of Compliance

The municipality has been out of compliance with the 10% level-of-assessment requirement under **sec. 70.05(5), Wis. Stats.** since the 2022 assessment year. Without revaluation action during the 2027 or 2028 assessment year, the Wisconsin Department of Revenue will order a state-supervised revaluation — conducted under WIDOR oversight at the municipality's expense.

LAST ONSITE REVALUATION
2014

LAST IMU REVALUATION
2022

CURRENT ASSESSMENT YEAR
2026

Non-Compliance Timeline

YEAR	STATUS	WIDOR ACTION
2023–2026	1st Non-Compliance Notice	WIDOR monitors level of assessment for the next assessment year.
2027	Continued Monitoring	WIDOR continues to monitor the level of assessment toward the order threshold.
2028	Revaluation Ordered by WIDOR	Complete revaluation ordered. Becomes state-mandated reassessment the following year without action.
2029	State-Ordered Reassessment	Complete reassessment conducted under WIDOR supervision. All costs billed to the municipality.

SECTION SIX

RECOMMENDED PATH FORWARD

City of Mayville has been out of compliance with **Wis. Stat. §70.05(5)** for 4 consecutive years as of the 2026 assessment year. Without revaluation action during the 2027 or 2028 assessment year, the Wisconsin Department of Revenue will order a state-supervised revaluation for 2029 — conducted under WIDOR oversight at the municipality's expense. With AAC having conducted an onsite revaluation in 2022 we recommend only needing to conduct the IMU revaluation for 2027 with the expectations of an onsite revaluation within the next 5 years.

The revaluation options below can restore compliance and avoid a state-ordered reassessment. AAC recommends evaluating these against City of Mayville's budget cycle, tax base composition, and the time since the last onsite revaluation.

Budget Scenarios — 2027 Revaluation

Total cost to bring the municipality back into compliance, by revaluation type. All figures include annual maintenance, the elected revaluation, and estimated mailing costs.

SCENARIO	MAINTENANCE	REVALUATION	MAILINGS	TOTAL
Interim Market Update (IMU) Revaluation	\$24,000	\$25,000	\$2,900	\$51,900
Exterior-Only Revaluation	\$24,000	\$100,000	\$5,500	\$129,500
Full Inspection Revaluation	\$24,000	\$114,000	\$5,600	\$143,600

NEXT STEPS

Once City of Mayville selects a revaluation option, **Mark Brown, AAC President**, will draft a contract reflecting that choice along with any agreed payment terms — including multi-year spreads where available. To discuss the scenarios above or move forward, please contact Mark directly. Quotes are valid for **60 days from August 11, 2026**.

Mark Brown

President · Associated Appraisal Consultants, Inc.

DIRECT 920-224-8802

EMAIL mabrown@apraz.com

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

Prepared for the
City of Mayville
Dodge County

By



Corporate Office
W6237 Neubert Rd. | P.O. Box 291
Greenville, WI 54942-0291
Phone (920) 749-1995/Fax (920) 731-4158

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **City of Mayville, Dodge County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Any new laws or administrative rule changes during the term of this Contract which alter the scope of services will need to be negotiated between both parties.

A. INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected as necessary, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected as needed.
- 3) Improved properties under construction during the term of this Contract shall be re-inspected as needed.
- 4) All properties sold in the previous year, or affected by legal description changes, or zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the Board of Review, and prior to signing the Assessor's affidavit for the next assessment roll within the term of this Contract, and if deemed necessary shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.

B. PARCEL IDENTIFICATION. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor at a minimum shall provide a digital drawing and digital photograph of each primary improvement. In the event of a discrepancy found in a small number of existing records, the Assessor shall investigate and correct the property record. Should large amounts of existing records be deficient, there shall be additional costs charged to the Municipality for onsite collection of missing data, and or correction of property records, as agreed upon by both parties.

C. PREPARATION OF RECORDS. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and provided on the respective forms and or electronic records. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update property records

within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

D. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all applicable property.

E. **ASSESSMENT NOTICES.** A notice of changed assessment as prescribed under §70.365, Wis. Stats., shall be mailed for each applicable taxable parcel or property whose assessed value has changed from the previous year. The notice form used shall be that prescribed and or approved for use by the Wisconsin Department of Revenue and include the time and place of when the open book conference(s) and board of review meeting(s) will be held. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail.

F. **OPEN BOOK.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours. Assessor shall provide necessary staff to accommodate projected attendance.

G. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall arrange and provide the Real Estate Assessment Roll for viewing by the public as prescribed in the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality requirements of the Assessor for property listing as prescribed under §70.09, Wis. Stats. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

H. **BOARD OF REVIEW.** Assessor shall attend all required hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the assessed values for up to eight (8) employee hours per parcel. Testimony in excess of eight (8) employee hours will require an addendum to this Contract. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

I. **OPEN RECORDS REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including §70.35(3), Wis. Stats., regarding the personal property return, §70.47(7)(af), Wis. Stats., regarding income and expense information provided to the assessor and board of review; and §77.265, Wis. Stats., regarding the real estate transfer return.

J. **AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week, Monday through Friday, from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor's holiday and business closures. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four (4) business days or sooner. The Assessor shall respond to the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend

meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

K. **MUNICIPALITY RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records in digital and or paper form such as, but not limited to, previous assessment rolls and property assessment records, sewer, and water layouts, permits, building plans, site plans, tax records, records of special assessments, plats, condominium documents, maps, and any other pertinent documents currently in the possession of the Municipality at no cost. If such records necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County Surveyor, Register of Deeds, or other sources at the Municipality's expense.

L. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, GIS related maps, or any other maps currently in the possession of the Municipality. If such maps necessary for Assessor's work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

M. **MAILING SERVICES.** Assessor shall be responsible for the cost of all postage and mailing services. This cost includes, but is not limited to, notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send any letters by certified mail, Municipality shall be responsible for the postage and mailing services costs of all certified mail.

II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE.** As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to §19.01, Wis. Stats., and be filed with the Municipal Clerk. Assessor shall assume the appointed office of City Assessor as per §62.09 (1)(c), and §70.05(1), Wis. Stats., for the duration of this Contract and shall perform all statutory duties appertaining to such office. Under Wisconsin law, the statutory Assessor for the Municipality, whether elected, appointed, contracted or on-staff, is considered to be a public officer of the Municipality.

B. **QUALIFICATIONS AND CONDUCT OF PERSONNEL.** The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with §70.05, §70.055, and §73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

C. **INSURANCE.** The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.
- 3) Assessor agrees to carry proper and sufficient insurance to cover the loss of Municipality's records withdrawn from the Municipality by the Assessor for its use or by any subcontractors of Assessor, as well as Assessor's records in process under this Contract that are in the possession of the Assessor.
- 4) Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall pay all insurance premiums in a timely manner.

D. **INDEMNIFICATION.** The Assessor shall be considered a public officer and afforded the protection from civil liability under §895.46, Wis. Stats., for performing duties while acting within the scope of the Assessor's employment as an officer of the Municipality. Municipality shall indemnify, hold harmless, and defend Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under §74.35, and §74.37, Wis. Stats., and any circuit court claims, except claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, unless otherwise specified in this Contract. Assessor shall indemnify, hold harmless, and defend the Municipality against claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, including, but not limited to, liability under Wis. Stat. § 70.503 and any penalties imposed by law.

E. **OWNERSHIP OF RECORD.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality. If the record system is computerized, the software used by the Assessor shall be made available to the Municipality in the format native to the customized or uncommon software and shall be able to create an exportable text file of all required data. If the Municipality requires a conversion or transfer of the electronic assessment records to a non-proprietary neutral file format, such as but not limited to a text file format, XML or a tab delimited format, the Municipality shall be responsible for all costs associated with the conversion and or transfer of the electronically stored data.

III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the **2027, 2028, 2029, 2030 and 2031** assessment year(s). The assessor shall have completed all work under this Contract on or before July 31 of each assessment year, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, the Assessor shall be paid for undisputed services completed as of the date of written notice taking into consideration all scope of work to be performed during the assessment year of termination.

C. **DISPUTE RESOLUTION.** The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this Contract for a period of sixty (60) days. Municipality agrees to provide Assessor with written notice within thirty (30) days of becoming aware of a contract dispute. Assessor will convene within thirty (30) days of a written dispute notice, unless otherwise agreed. All dispute related meetings, correspondence and discussions between Assessor and Municipality will be deemed confidential settlement discussions not subject to disclosure. If Assessor fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Municipality or Assessor from seeking necessary injunctive relief during the dispute resolution.

D. **NOTICES.** Except as otherwise expressly specified herein, all notices that are required to be given under this Contract will be in writing and will be sent to the address of the appropriate party as set out in this Contract or such alternative address the recipient may designate by notice given in accordance with the provisions of this clause. Any such written notice may be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested.

E. **AUTOMATIC RENEWAL.** This Contract shall automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party of their desire to non-renew.

F. **ENTIRE CONTRACT.** This Contract contains the complete and entire Contract between the parties and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory, and may not be altered or amended except in writing, executed, making specific references to this Contract, by a duly authorized officer of the Assessor and by a duly authorized official of the Municipality.

IV. COMPENSATION

A. **ANNUAL AMOUNTS.** The Municipality shall pay Assessor the following annual Contract amounts for maintenance assessment services:

Assessment Year	Annual Amounts	Optional Amounts
2027	\$24,000	\$25,000
2028	\$24,500	\$25,000
2029	\$25,000	\$25,000
2030	\$25,500	\$25,000
2031	\$26,000	\$25,000

- B. **METHOD AND TERMS OF PAYMENT.** The compensation due to Assessor shall be paid in monthly or quarterly installments, or a one-time annual payment for each of the assessment year(s) as outlined under the term of this Contract. Municipality can request their preferred frequency of invoicing upon Contract acceptance; otherwise, a monthly installment schedule will be used. Invoices will be provided by Assessor on or before the first day of each month and shall be paid by Municipality no later than thirty (30) days from the date of invoice. In the event payment is not made within thirty (30) days from the date of invoice, Municipality shall pay a late fee of seventy-five dollars (\$75.00) and a processing fee of seventy-five dollars (\$75.00) for each month the invoice is not paid.
- C. **RENEWAL ADJUSTMENTS.** An increase of five percent (5%) shall be applied on an annual basis for each year of automatic renewal after the 2031 assessment year.
- D. **OPTIONAL WEBSITE POSTING.** The Municipality shall have the option to post assessment data on Assessor's public website for no additional cost.
***** Please initial yes or no to post data. *****
Yes ____ No ____
- E. Additional compensation that may be due to the Assessor as a result of services provided that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

V. **SIGNATURES**



Mark Brown

President
Associated Appraisal Consultants, Inc.

08/13/2026

Date

Authorized Signature
City of Mayville

Date

**ADDENDUM A
ADDITIONAL SCOPE OF SERVICES**

This Addendum A is now attached to and incorporated into the 2027-2031 Contract for Maintenance Assessment Services made by and between the **City of Mayville, Dodge County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

INTERIM MARKET UPDATE REVALUATION

I. **SCOPE OF SERVICES.** Assessor shall perform one interim market update revaluation during the 2027 assessment year of all taxable real estate during this additional scope of services agreement.

II. **DURATION.** Assessor shall complete all work on or before October 30th of the assessment year in which the interim market update revaluation services are conducted. If unforeseen circumstances delay the completion of work, the parties agree to cooperate in good faith to reach an agreement on an extension of time.

III. **COST OF SERVICES**

This additional scope of services agreement runs simultaneously with the 2027-2031 Contract for Maintenance Assessment Services. The Municipality shall pay the Assessor an additional Twenty-Five Thousand Dollars (\$25,000.00) for the interim market update revaluation assessment year. Municipality shall be responsible for all costs associated with postage and mailing services during the revaluation assessment year.

A. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review during the revaluation year.

SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

08/13/2026

Date

Authorized Signature
City of Mayville

Date

August 5, 2026

Julie Staffin
Mayville EMS
102 Mill Place
Mayville, WI 53050

Re: Agreement to Provide Grant Administration Services

Dear Julie,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Grant Administration Services to Mayville EMS (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The Mayville EMS Department is constructing a new EMS facility. The department was awarded an \$800,000 grant under the Wisconsin Department of Administration (DOA) Non-State Grants for Local Projects program. Additionally, the department submitted a FY27 Congressionally Directed Spending Application for \$4,000,000 to Senator Baldwin's office. The Senator selected the application for submission to the appropriations bill, with final award determination anticipated as the federal budget process proceeds in the fall of 2026.

The Mayville EMS Department is seeking Grant Administration Services from Vierbicher for grants awarded toward the EMS building project. The following proposal outlines services for both the Wisconsin DOA Non-State Grant and the anticipated Congressionally Directed Spending Grant, which will likely be provided via the USDA.

II. SCOPE OF SERVICES

A. General

Consultant shall complete grant administration as defined in the grant award contract for the DOA Non-State Grant. The Consultant shall complete application, environmental review, reporting, and compliance activities as defined by the Congressionally Directed Spending Grant

B. Specific Services Provided by Consultant

1. DOA Non-State Grant Administration Phase

- a) Review DOA grant award documents and identify reporting and compliance requirements.
- b) Attend virtual kick-off meeting with DOA staff and Client.

- c) Assist with establishing record keeping and file system as required by the DOA program.
- d) Assist with financial management as requested by the Client. It is anticipated the Client shall be responsible for financial management including:
 - (1) Setting up the grant account to receive DOA disbursements.
 - (2) Preparing and submitting documentation for disbursement of funds.
 - (3) Processing and paying project invoices.
 - (4) Preparing required financial journals and financial reports.
- e) Assist with Equal Opportunity compliance as required by the DOA program.
- f) Assist with preparation and submission of required reports to DOA.
- g) Assist with closeout reports and coordinate closeout of the DOA Grant at the completion of the project.

2. **USDA Grant Application and Administration Phase**

- a) Assist the Client with finalization of the USDA grant agreement and amendments, as applicable.
- b) Coordinate Citizen Participation meeting(s), maintain and submit required records for Citizen Participation. Attend one public hearing during the implementation of the project.
- c) Establish and maintain record keeping and file system as required by the USDA program.
- d) Complete the Environmental Review Record in accordance with the USDA Implementation Manual. Services shall include preparation of the environmental documents, public notices and, Request for Release of Funds.
- e) Act as the Federal Labor Standards officer for the project. Duties shall include:
 - (1) Obtaining Federal Wage Rates,
 - (2) Assembling Federal Wage Rate documents into bidding specifications,
 - (3) Monitoring wage determination changes and issuing new wage decisions as needed during project bidding,
 - (4) Completing and submitting semi-annual labor standards compliance reports,
 - (5) Monitoring contractor payroll reports for compliance with Davis-Bacon requirements,
 - (6) Interviewing contractor employees as required by Davis-Bacon Act,

- (7) Completing and submitting the final Labor Standards Certification.
- f) Assist with USDA acquisition/relocation compliance as applicable.
- g) Manage financial records and prepare financial management journals as required by the USDA program. Prepare and submit USDA requests for payment and related required documentation.
- h) Assist the Client with setting up the grant account to receive USDA disbursements. Prepare and submit requests for disbursement of funds. Coordinate payment of project invoices with other funding sources and document matching funds.
- i) Assist with Equal Opportunity compliance as required by the USDA program.
- j) Prepare and submit USDA reporting documents including semi-annual reports, single audit statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Woman Business Enterprise (WBE/MBE) compliance reports, and Project Completion Report as outlined in the USDA Contract.
- k) Prepare and submit USDA monitoring documents and respond to monitoring requirements.
- l) Prepare and submit closeout reports and coordinate closeout of the USDA Grant at the completion of the project.
- m) Attend City Council meetings as necessary.
- n) Comply with USDA regulations and policies applicable to the project.

C. Additional Services if Requested by Client

If requested by Client, Consultant is prepared to provide the following additional services:

- 1. Site Design Services

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Agreement" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A.** Financial Advisory Services
- B.** Legal Services

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A.** DOA Grant Award Communications
- B.** DOA Non-State Grant Agreement
- C.** Correspondence with DOA since Non-State Grant Award
- D.** Copy of FY27 Congressionally Directed Spending Application
- E.** Coorespondence from Senator Baldwin's office in CDS Application & Status

V. SCHEDULE

A. This Agreement is based upon the following anticipated schedule:

Activity	Date
1. Authorization to Proceed	August 14, 2026
2. DOA Grant Administration	Sept 2026 – October 2027
3. CDS Grant Application & Administration	Dec 2026 – November 2028

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A.** DOA NSG LURA Document
- B.** DOA NSG Status Form
- C.** DOA NSG Closeout Documents
- D.** Environmental Review Record
- E.** Financial Journals & USDA Disbursement Requests
- F.** Equal Opportunity Reports and Documentation
- G.** Federal Labor Standards Reports and Documentation
- H.** Semi-Annual Reports and Close-out Reports.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Andrew R. Kurtz, Project Manager. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Andy.

The Client designates Julie Staffin as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

A. The fixed fee to provide the scope of services described herein is:

1.	DOA Non-State Grant (NSG)	\$15,000
2.	USDA Congressionally Directed Spending	\$25,000
	TOTAL	\$40,000

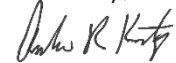
- B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Andrew R. Kurtz
Project Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Julie Staffin
Mayville EMS
102 Mill Place
Mayville, WI 53050

Date

Consultant



Andrew R Kurtz
Vierbicher Associates, Inc.
201 E. Main Street, Suite 100
Reedsburg, WI 53959

August 5, 2026
Date

© Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

A. Definitions:

- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
- 2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- 3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain all ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
 - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.