

**CITY OF MARKESAN COMMON COUNCIL**  
Markesan City Hall  
April 15, 2025  
7:00 p.m.  
**COMMON COUNCIL AND ORGANIZATIONAL MEETING**  
**AGENDA**

1. Preliminaries
  - 1.1 Call to Order
  - 1.2 Roll Call by the Clerk
  - 1.3 Pledge of Allegiance
  - 1.4 Citizen's Comments
  
2. Old Business
  - 2.1 Mayor Proclamation for Two Lights for Tomorrow
  - 2.2 Discussion and Action on purchasing security-enhancing items for the police department, not to exceed \$3,500.
  - 2.3 Discussion and Action on engineering fees to General Engineering for the 2026 Street Project.
  - 2.4 Discussion and Action on Clerk training with Johnson Block not to exceed \$2,500.
  
3. Adjournment
  
4. Preliminaries
  - 4.1 Call to Order
  - 4.2 Roll Call by the Clerk
  - 4.3 Citizen's Comments
  
5. Seating of New Council Members
  - 5.1 Certification of Election and Verification of Oaths Filed
  - 5.2 Nomination of Council President
  
6. Appointments
  - 6.1 Notice of Mayor's Executive Appointments, one year terms effective April 15, 2025

The Common Council welcomes all visitors to listen & observe, but only Council members & those invited to speak will be permitted to do so, except during any posted Public Hearing. Citizen's Comments is where any citizen may comment on an issue, but the Council may only listen and may not reply to or address the issue unless it is an item on the agenda.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: City Hall  
ERGO Bank Post Office  
www.markesanwi.gov

Dated April 9, 2025  
Tamra M. Harrington, Clerk/Treasurer

(Finance, Personnel & Safety; Streets, Buildings & Utilities; Public Property & Health; Green Lake County Economic Development Representative; Weed Commissioner; Board of Zoning Appeals Chair)

6.2 Approval of Mayor's Appointed Official Appointments, one year terms effective April 15, 2025 (Board of Review; Administrative Review Board Council Representative; Community Development Authority Council Representatives; Planning Commission Council Representative, Library Board Council Representative)

6.3 Approval of Mayor's Appointed Official Appointments, one year terms effective May 1, 2025 (City Attorney; Emergency Management Director; City Forester)

6.4 Approval of Mayor's Citizen Committee Appointments, three year terms effective May 1, 2025 (Planning Commission; Board of Zoning Appeals; Police Committee; Library Board; Administrative Review Board)

6.5 Approval of Mayor's Citizen Committee Appointments, four year terms effective July 15, 2025 (Community Development Authority)

7. New Business

7.1 Designate Official City Newspaper

7.2 Common Council Goals for 2025-26

8. Schedule Future Meetings and Agenda Items

9. Adjournment

The Common Council welcomes all visitors to listen & observe, but only Council members & those invited to speak will be permitted to do so, except during any posted Public Hearing. Citizen's Comments is where any citizen may comment on an issue, but the Council may only listen and may not reply to or address the issue unless it is an item on the agenda.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: City Hall  
ERGO Bank Post Office  
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Dated April 9, 2025  
Tamra M. Harrington, Clerk/Treasurer

# A PROCLAMATION

BY THE MAYOR OF MARKESAN

WHEREAS, the City of Markesan recognizes the importance of honoring the 250th anniversary of the founding of our nation and reminding our citizens of the vital significance and relevance of our founding principles and ideals; and

WHEREAS, the events of 1775 that began the revolution the year before independence was declared are significant moments that signaled a unique national identity worth fighting for; and

WHEREAS, on the evening of April 18, 1775, with impending hostile action from the British army in Boston, Massachusetts, Paul Revere along with other alarm riders undertook a perilous ride to alert everyone in the countryside of the coming danger; and

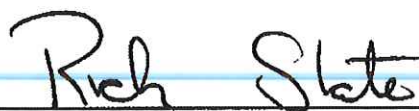
WHEREAS, a prearranged signal was set in the Old North Church steeple to ensure that the message got out and did not solely rely on just one or two alarm riders; and

WHEREAS, the two lanterns that were the signal were immortalized in Henry Wadsworth Longfellow's poem Paul Revere's Ride as "One if by land, and two if by sea" and have become an enduring symbol of American preparedness in the face of adversity; and

WHEREAS, a national initiative has been proposed to display two lights marking that significant anniversary in April 2025 and the beginning of the 250th anniversary commemorations leading up to the Declaration of Independence on July 4, 2026; and

NOW, THEREFORE, I Rich Slate, Mayor of Markesan do hereby support the Two Lights For Tomorrow initiative and encourage all citizens to honor the sacrifices made by those who fought for our independence by prominently displaying two lights for all to see on April 18<sup>th</sup> and taking part in a day of service on April 19<sup>th</sup>.

Given on this Eleventh Day of April, Two Thousand and Twenty-Five.



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Rich Slate  
Mayor of Markesan





*Engineers • Consultants • Inspectors*

**AGREEMENT FOR ENGINEERING SERVICES**

This Agreement for Engineering Services (“**Agreement**”) is made and effective this **April 14, 2025**, by and between Client and Engineer.

**ARTICLE 1 – FUNDAMENTAL TERMS**

**1.1.** “**Client**” shall mean the **City of Markesan** and its agents, employees, and authorized representatives. The client has the address of 150 S. Bridge Street, P.O. Box 352, Markesan, WI 53946.

**1.2.** “**Engineer**” shall mean General Engineering Company and its agents, employees, and authorized representatives.

**1.3. Project Name & Location.** The name of the project (the “**Project**”) and its relative location is as follows:

2025 Environmental Review Report for 2026 Streets & Utilities Reconstruction

**1.4. Project Scope.** Engineer shall provide the services relative to the Project as listed in Exhibit A pursuant to this Agreement (collectively, the “**Work**”). The Work is performed for the sole use and benefit of the Client.

**1.5. Compensation.** Client shall compensate Engineer for the Work as follows:

Task 1: a sum not to exceed two thousand five hundred dollars (\$2,500) for services provided in Task 1.

Time and expense and lump sum contracts do not include expenses and permit fees unless specifically noted. Expenses and permit fees will be invoiced separately from the contract amount. In the event Engineer provides services beyond those provided in Exhibit A at the direction of Client, then Client shall pay Engineer for all such services based on the then current hourly rates (Exhibit B), plus expenses and permit fees, if any. Invoices shall be submitted to Client from time to time and payment is due upon receipt of an invoice. Past due balances shall be subject to a late payment penalty charge at the rate of 1.5% per month (i.e., 18% per annum). In addition, the Engineer may, after giving seven (7) days written notice, suspend service under this Agreement until Client has paid in full all amounts due for services rendered and expenses incurred, including any late payment penalty charges. In the event that Engineer suspends service under this Agreement for nonpayment, Client agrees to waive any claim against Engineer and hold it harmless from any claims for loss resulting from the cessation of service.

This Agreement is subject to the terms and conditions as shown on Exhibit B. Engineer and Client have entered into this Agreement as of the date first written above.

**CLIENT:**  
**City of Markesan**

**ENGINEER:**  
**General Engineering Company**

By: \_\_\_\_\_

By: Elizabeth A. F. Shumate



**EXHIBIT A**

**CITY OF MARKESAN – 2026 STREETS & UTILITIES RECONSTRUCTION**

The City of Markesan intends to reconstruct several City streets and their utilities (sanitary sewer and water utilities and associated appurtenances) within the City limits in accordance with plans and specifications developed by their Engineer. The 2026 Streets and Utilities Reconstruction Project is located in the City of Markesan, Green Lake County, Wisconsin, and for which the Engineer agrees to perform the various professional services relating to the completion of the Project.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

**SECTION A – ENVIRONMENTAL REPORTING SERVICES**

**TASK 1 – ENVIRONMENTAL REVIEW REPORT FOR 2026 STREET & UTILITIES RECONSTRUCTION PROJECT**

The Engineer shall furnish professional services as follows:

- GEC will prepare and submit a CDBG Environmental Review Report and Assessment to the Department of Administration, Division of Housing, Energy, and Community Resources (DEHCR), Bureau of Community Development for this project by May 15, 2025. This work includes:
  - Complete DEHCR’s Environmental Review Report document, including Project Classification, Statement of Activities, Statutory Checklist, Field Notes Checklist, and Project Determination,
  - Coordinate map creation,
  - Correspond with appropriate government agencies to obtain maps, approvals, statements, and other documents deemed necessary for the project to be compliant in each area of the report and assessment.
  - Coordinate project site photographs, and
  - Compile all necessary attachments.
- Consult with the Project Engineer and City Staff for relevant information, attachment creation, narrative review, cost estimates, and general consultation.



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Consulting Engineering | Structural Engineering | Building Inspection | Grants & Funding  
Cross Connection Control | Land Surveying | Zoning Administration





**EXHIBIT B**

**ARTICLE 2 - PROJECT ASSUMPTIONS**

Exhibit A sets forth the assumptions upon which Engineer agrees to, and will perform, the Work. This Agreement is subject to all assumptions outlined in Exhibit A.

**ARTICLE 3 - PERFORMANCE OF THE WORK**

The Work shall be completed in a good and workmanlike manner in accordance with the customary standards of the industry.

**ARTICLE 4 - ACKNOWLEDGMENTS AND LIMITATIONS**

- 4.1. **Acknowledgments.** Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that: (i) Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of any and all information and documents that Client provides to Engineer relative to the Work; and (ii) Engineer shall neither have control over or charge of, nor be responsible for, the acts of Client, or any other persons or entities, with respect to the Work.
- 4.2. **Limitations.** Engineer shall not perform, provide, or engage in any of the following: (i) any procedure or service that may damage any improvement or a component of any improvement; (ii) any procedure or service that may be dangerous to Engineer; (iii) the movement or removal of personal property, equipment, vegetation, snow, ice, or debris; (iv) except as otherwise provided in Exhibit A, the movement or excavation of earth; (v) except to the extent provided to Engineer by Client, the review of any public records or other documents or information relating to the Work; or (vi) other limitations set forth in Exhibit A.

**ARTICLE 5 - WARRANTIES AND REPRESENTATIONS**

- 5.1. **Client Warranties.** Client represents and warrants that as of the date of this Agreement and throughout the term of this Agreement: (i) Client has the power and authority to enter into and perform its obligations under this Agreement; (ii) Client shall perform all of its responsibilities under this Agreement utilizing reasonable care and skill in accordance with customary industry standards; (iii) Client has provided to Engineer any and all information and documents that Client is in possession of or of which it has knowledge of relative to the Work; (iv) Client has no knowledge of any facts, information, or documents relevant to the Work not disclosed to Engineer; (v) all documents and information provided to Engineer by Client relevant to the Work are truthful and accurate in all respects; (vi) there are no third parties who are the intended beneficiaries of the Work; and (vii) Client has examined and approved Exhibit A. Client's representations and warranties shall survive the termination, suspension or completion of this Agreement.
- 5.2. **Disclaimer.** OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ENGINEER MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE SERVICES PROVIDED HEREUNDER BY ENGINEER SHALL NOT BE, NOR ARE THEY INTENDED TO BE, A GUARANTY OR WARRANTY.

**ARTICLE 6 - MISCELLANEOUS**

- 6.1. **Insurance.** Client is responsible for providing any necessary insurance relating to the Work. Client waives all rights of subrogation, and all insurance secured or maintained by Client shall contain a waiver of subrogation in favor of Engineer. Engineer agrees to obtain and maintain, at Engineer's expense, Commercial General Liability Insurance and Workers' Compensation Insurance.
- 6.2. **Enforcement.** In the event of any litigation between the parties arising out of or in any way related to this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including, but not limited to, reasonable attorneys' fees and litigation costs, incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.
- 6.3. **Statute of Limitations.** Any statute of limitations applicable to this Agreement or the services provided by Engineer under this Agreement shall commence to run, and any alleged cause of action shall be deemed to have accrued, upon the completion of the Work. Client acknowledges that this limitation on the applicable statute of limitations is a material term of this Agreement and a material factor in the determination of the fee charged by Engineer.
- 6.4. **Use and Ownership of Materials.** All documents, design notes, tracings, computer files, and other materials and documents of Engineer created or acquired in furtherance of the provision of the services to be provided under this Agreement (the "Project Materials") are and shall remain the property of Engineer. Client agrees that it shall not, directly or indirectly, at any time reveal, report, publish, disclose, or transfer the Project Materials to any person or entity without the advance written consent of Engineer. Client shall defend, indemnify, and hold harmless Engineer, its officers, directors, managers, agents, and employees, or any of them from and against all injuries, claims, losses, or damages whatsoever arising out of or resulting from the unauthorized reporting, publication, disclosure or transmittal of the Project Materials, whether in contract or tort, including, but not limited to, attorneys' fees and litigation costs.
- 6.5. **Indemnification.** To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless Engineer, its officers, directors, managers, agents and employees, or any of them from and against all injuries, claims, losses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes, whether in contract or tort, including, but not limited to attorneys' fees and litigation costs, excepting only those injuries, claims, losses or damages caused by the negligent acts or omissions of Engineer.





- 6.6. Limitation on Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ENGINEER'S LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO CLIENT'S DIRECT DAMAGES AND SHALL NOT EXCEED, INCLUDING ATTORNEY FEES AND LITIGATION COSTS, THE SUM PAID BY CLIENT TO ENGINEER PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES EVEN IF IT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE DAMAGES WERE OTHERWISE FORESEEABLE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 6.6. SHALL SURVIVE AND APPLY EVEN IF THE LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT IT WOULD BE UNREASONABLE FOR ENGINEER TO ASSUME AN UNLIMITED AMOUNT OF LIABILITY IN RETURN FOR PERFORMING THE WORK, AND CLIENT ACKNOWLEDGES THAT THIS LIMITATION ON ENGINEER'S LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT AND A MATERIAL FACTOR IN THE DETERMINATION OF THE FEE CHARGED BY ENGINEER.
- 6.7. Amendment of Agreement.** This Agreement may be amended, modified, or superseded only by a written instrument executed by all of the parties to this Agreement.
- 6.8. Waiver.** The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.
- 6.9. Severability.** If any covenant, term, or provision of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that such invalidity or unenforceability shall not affect any other covenant, term, or provision of this Agreement and that the remaining covenants, terms, and provisions, or portions thereof, shall remain in full force and effect.
- 6.10. Counterparts and Copies.** This Agreement may be fully executed in separate counterparts by each of the parties hereto, such counterparts when combined constituting but one and the same instrument. Such counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same full force and effect as the original.
- 6.11. Successors and Assigns.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and allowed assigns.
- 6.12. Jurisdiction and Governing Law.** All actions or proceedings in any manner relating to or arising out of this Agreement may be brought only in courts of the State of Wisconsin located in Columbia County, and Client hereby consents to the jurisdiction of such court. Client hereby waives any objection to the venue of such court. This Agreement shall be governed by the laws (excluding conflicts of laws rules) of the State of Wisconsin.
- 6.13. Integration.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.
- 6.14. Force Majeure.** Engineer shall not be liable for any failure of or delay in the performance of any obligation hereunder for the period that such failure or delay is due to Acts of God, governmental actions, or any other cause beyond Engineer's absolute control. Upon the occurrence of any such event, the time required for performance by Engineer of its obligations arising under this Agreement shall be extended by a period equal to the duration of such event.
- 6.15. Lien Notice.** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ENGINEER HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENTS ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED ENGINEER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE IMPROVEMENTS. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE IMPROVEMENTS AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENGINEER AGREES TO COOPERATE WITH THE CLIENT AND CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**ARTICLE 7 – CURRENT HOURLY RATES**

Hourly rates for 2025 for Additional Services are as follows:

Expert Witness	\$300/hr.	Professional Land Surveyor	\$135/hr.
Principal	\$150/hr. - \$190/hr.	Survey Field Crew Chief (1-person GPS)	\$90/hr.
Project Engineer or Project Manager	\$110/hr. - \$150/hr.	Land Survey Crew	\$180/hr.
Staff Engineer	\$90 - \$125/hr.	Grant & Funding Administrator	\$130/hr.
Technician	\$70 - \$120/hr.	Zoning Administrator	\$90/hr.
Building Inspector	\$80 - \$100/hr.	Administration and Support Staff	\$45/hr.





*Engineers • Consultants • Inspectors*

**AGREEMENT FOR GRANT APPLICATION SERVICES**

This Agreement for Engineering Services (“**Agreement**”) is made and effective this **April 14, 2025**, by and between Client and Engineer.

**ARTICLE 1 – FUNDAMENTAL TERMS**

**1.1. “Client”** shall mean the **City of Markesan** and its agents, employees, and authorized representatives. The client has the address of 150 S. Bridge Street, P.O. Box 352, Markesan, WI 53946.

**1.2. “Grant Administrator”** shall mean General Engineering Company and its agents, employees, and authorized representatives.

**1.3. Project Name & Location.** The name of the project (the “Project”) and its relative location is as follows:

2025 CDBG Application for 2026 Streets & Utilities Reconstruction

**1.4. Project Scope.** Grant Administrator shall provide the services relative to the Project as listed in Exhibit A pursuant to this Agreement (collectively, the “**Work**”). The Work is performed for the sole use and benefit of the Client.

**1.5. Compensation.** Client shall compensate Engineer for the Work as follows:

Task 1: a sum not to exceed six thousand dollars (\$6,000) for services provided in Task 1.

Time and expense and lump sum contracts do not include expenses and permit fees unless specifically noted. Expenses and permit fees will be invoiced separately from the contract amount. In the event Engineer provides services beyond those provided in Exhibit A at the direction of Client, then Client shall pay Engineer for all such services based on the then current hourly rates (Exhibit B), plus expenses and permit fees, if any. Invoices shall be submitted to Client from time to time and payment is due upon receipt of an invoice. Past due balances shall be subject to a late payment penalty charge at the rate of 1.5% per month (i.e., 18% per annum). In addition, the Engineer may, after giving seven (7) days written notice, suspend service under this Agreement until Client has paid in full all amounts due for services rendered and expenses incurred, including any late payment penalty charges. In the event that Engineer suspends service under this Agreement for nonpayment, Client agrees to waive any claim against Engineer and hold it harmless from any claims for loss resulting from the cessation of service.

This Agreement is subject to the terms and conditions as shown on Exhibit B. Grant Administrator and Client have entered into this Agreement as of the date first written above.

**CLIENT:**  
City of Markesan

**GRANT ADMINISTRATOR:**  
General Engineering Company

By: \_\_\_\_\_

By: Elizabeth A. F. Shumate





**EXHIBIT A**

**CITY OF MARKESAN – 2026 STREETS & UTILITIES RECONSTRUCTION PROJECT**

The City of Markesan intends to reconstruct several City streets and their utilities (sanitary sewer and water utilities and associated appurtenances) within the City limits in accordance with plans and specifications developed by their Engineer. The 2026 Streets and Utilities Reconstruction Project is located in the City of Markesan, Green Lake County, Wisconsin, and for which the Engineer agrees to perform the various professional services relating to the completion of the Project.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

**SECTION A – GRANT APPLICATION SERVICES**

**TASK 1 – CDBG APPLICATION FOR 2026 STREETS & UTILITIES RECONSTRUCTION PROJECT**

The Grant Administrator shall furnish professional services as follows:

- GEC will prepare and submit a CDBG application to the Department of Administration, Division of Housing, Energy, and Community Resources (DEHCR), Bureau of Community Development for this project by May 15, 2025. This work includes:
  - Prepare application documents,
  - Compose narrative,
  - Facilitate passage of necessary City resolutions, plans, and ordinances,
  - Attend and coordinate citizen participation public hearing, and
  - Compile all necessary attachments.
- Consult with the Project Engineer and City Staff for relevant information, attachment creation, narrative review, cost estimates, and general consultation.



Portage | Black River Falls | La Crosse | Green Lake

Consulting Engineering | Structural Engineering | Building Inspection | Grants & Funding  
Cross Connection Control | Land Surveying | Zoning Administration



**EXHIBIT B**

**ARTICLE 2 - PROJECT ASSUMPTIONS**

Exhibit A sets forth the assumptions upon which Engineer agrees to, and will perform, the Work. This Agreement is subject to all assumptions outlined in Exhibit A.

**ARTICLE 3 - PERFORMANCE OF THE WORK**

The Work shall be completed in a good and workmanlike manner in accordance with the customary standards of the industry.

**ARTICLE 4 - ACKNOWLEDGMENTS AND LIMITATIONS**

- 4.1. Acknowledgments.** Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that: (i) Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of any and all information and documents that Client provides to Engineer relative to the Work; and (ii) Engineer shall neither have control over or charge of, nor be responsible for, the acts of Client, or any other persons or entities, with respect to the Work.
- 4.2. Limitations.** Engineer shall not perform, provide, or engage in any of the following: (i) any procedure or service that may damage any improvement or a component of any improvement; (ii) any procedure or service that may be dangerous to Engineer; (iii) the movement or removal of personal property, equipment, vegetation, snow, ice, or debris; (iv) except as otherwise provided in Exhibit A, the movement or excavation of earth; (v) except to the extent provided to Engineer by Client, the review of any public records or other documents or information relating to the Work; or (vi) other limitations set forth in Exhibit A.

**ARTICLE 5 - WARRANTIES AND REPRESENTATIONS**

- 5.1. Client Warranties.** Client represents and warrants that as of the date of this Agreement and throughout the term of this Agreement: (i) Client has the power and authority to enter into and perform its obligations under this Agreement; (ii) Client shall perform all of its responsibilities under this Agreement utilizing reasonable care and skill in accordance with customary industry standards; (iii) Client has provided to Engineer any and all information and documents that Client is in possession of or of which it has knowledge of relative to the Work; (iv) Client has no knowledge of any facts, information, or documents relevant to the Work not disclosed to Engineer; (v) all documents and information provided to Engineer by Client relevant to the Work are truthful and accurate in all respects; (vi) there are no third parties who are the intended beneficiaries of the Work; and (vii) Client has examined and approved Exhibit A. Client's representations and warranties shall survive the termination, suspension or completion of this Agreement.
- 5.2. Disclaimer.** OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ENGINEER MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE SERVICES PROVIDED HEREUNDER BY ENGINEER SHALL NOT BE, NOR ARE THEY INTENDED TO BE, A GUARANTY OR WARRANTY.

**ARTICLE 6 - MISCELLANEOUS**

- 6.1. Insurance.** Client is responsible for providing any necessary insurance relating to the Work. Client waives all rights of subrogation, and all insurance secured or maintained by Client shall contain a waiver of subrogation in favor of Engineer. Engineer agrees to obtain and maintain, at Engineer's expense, Commercial General Liability Insurance and Workers' Compensation Insurance.
- 6.2. Enforcement.** In the event of any litigation between the parties arising out of or in any way related to this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including, but not limited to, reasonable attorneys' fees and litigation costs, incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.
- 6.3. Statute of Limitations.** Any statute of limitations applicable to this Agreement or the services provided by Engineer under this Agreement shall commence to run, and any alleged cause of action shall be deemed to have accrued, upon the completion of the Work. Client acknowledges that this limitation on the applicable statute of limitations is a material term of this Agreement and a material factor in the determination of the fee charged by Engineer.
- 6.4. Use and Ownership of Materials.** All documents, design notes, tracings, computer files, and other materials and documents of Engineer created or acquired in furtherance of the provision of the services to be provided under this Agreement (the "Project Materials") are and shall remain the property of Engineer. Client agrees that it shall not, directly or indirectly, at any time reveal, report, publish, disclose, or transfer the Project Materials to any person or entity without the advance written consent of Engineer. Client shall defend, indemnify, and hold harmless Engineer, its officers, directors, managers, agents, and employees, or any of them from and against all injuries, claims, losses, or damages whatsoever arising out of or resulting from the unauthorized reporting, publication, disclosure or transmittal of the Project Materials, whether in contract or tort, including, but not limited to, attorneys' fees and litigation costs.
- 6.5. Indemnification.** To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless Engineer, its officers, directors, managers, agents and employees, or any of them from and against all injuries, claims, losses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes, whether in contract or tort, including, but not limited to attorneys' fees and litigation costs, excepting only those injuries, claims, losses or damages caused by the negligent acts or omissions of Engineer.





- 6.6. **Limitation on Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ENGINEER’S LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO CLIENT’S DIRECT DAMAGES AND SHALL NOT EXCEED, INCLUDING ATTORNEY FEES AND LITIGATION COSTS, THE SUM PAID BY CLIENT TO ENGINEER PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES EVEN IF IT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE DAMAGES WERE OTHERWISE FORESEEABLE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 6.6. SHALL SURVIVE AND APPLY EVEN IF THE LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT IT WOULD BE UNREASONABLE FOR ENGINEER TO ASSUME AN UNLIMITED AMOUNT OF LIABILITY IN RETURN FOR PERFORMING THE WORK, AND CLIENT ACKNOWLEDGES THAT THIS LIMITATION ON ENGINEER’S LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT AND A MATERIAL FACTOR IN THE DETERMINATION OF THE FEE CHARGED BY ENGINEER.
- 6.7. **Amendment of Agreement.** This Agreement may be amended, modified, or superseded only by a written instrument executed by all of the parties to this Agreement.
- 6.8. **Waiver.** The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.
- 6.9. **Severability.** If any covenant, term, or provision of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that such invalidity or unenforceability shall not affect any other covenant, term, or provision of this Agreement and that the remaining covenants, terms, and provisions, or portions thereof, shall remain in full force and effect.
- 6.10. **Counterparts and Copies.** This Agreement may be fully executed in separate counterparts by each of the parties hereto, such counterparts when combined constituting but one and the same instrument. Such counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same full force and effect as the original.
- 6.11. **Successors and Assigns.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and allowed assigns.
- 6.12. **Jurisdiction and Governing Law.** All actions or proceedings in any manner relating to or arising out of this Agreement may be brought only in courts of the State of Wisconsin located in Columbia County, and Client hereby consents to the jurisdiction of such court. Client hereby waives any objection to the venue of such court. This Agreement shall be governed by the laws (excluding conflicts of laws rules) of the State of Wisconsin.
- 6.13. **Integration.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.
- 6.14. **Force Majeure.** Engineer shall not be liable for any failure of or delay in the performance of any obligation hereunder for the period that such failure or delay is due to Acts of God, governmental actions, or any other cause beyond Engineer’s absolute control. Upon the occurrence of any such event, the time required for performance by Engineer of its obligations arising under this Agreement shall be extended by a period equal to the duration of such event.
- 6.15. **Lien Notice.** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ENGINEER HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENTS ON CLIENT’S LAND MAY HAVE LIEN RIGHTS ON CLIENT’S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED ENGINEER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE IMPROVEMENTS. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE IMPROVEMENTS AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENGINEER AGREES TO COOPERATE WITH THE CLIENT AND CLIENT’S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**ARTICLE 7 – CURRENT HOURLY RATES**

Hourly rates for 2025 for Additional Services are as follows:

Expert Witness	\$300/hr.	Professional Land Surveyor	\$135/hr.
Principal	\$150/hr. - \$190/hr.	Survey Field Crew Chief (1-person GPS)	\$90/hr.
Project Engineer or Project Manager	\$110/hr. - \$150/hr.	Land Survey Crew	\$180/hr.
Staff Engineer	\$90 - \$125/hr.	Grant & Funding Administrator	\$130/hr.
Technician	\$70 - \$120/hr.	Zoning Administrator	\$90/hr.
Building Inspector	\$80 - \$100/hr.	Administration and Support Staff	\$45/hr.



Council & Committee Appointments  
As of April 15, 2025

Finance & Safety (Apr 2026)

Rich Slate, Mayor, Chairperson  
David Abendroth  
Joseph Kazda  
Pat Prill  
Dennis Triemstra

Streets, Buildings & Utilities (Apr 2026)

David Abendroth, Chairperson  
Clint Lager  
Dennis Triemstra  
Adam Thiem  
Rich Slate, Mayor

Public Property & Health (Apr 20226)

Pat Prill, Chairperson  
Joseph Kazda  
Clint Lager  
Adam Thiem  
Rich Slate, Mayor

Administrative Review Board

Rich Slate, Mayor  
Dave Abendroth  
Morris Hansen      May 1, 2026

Board of Zoning Appeals (May 1<sup>st</sup>)

David Zanto, Chair      2028  
Issac Dallman      2027  
Manuel Ortiz      2027  
Kris Meier      2028  
Mitch Dornfeld      2026

Ted Robl      Alternate-2027  
Curt Talma      Alternate-2027

Board of Review (Apr 2025)

Rich Slate, Mayor  
Tamra Harrington, Clerk-Treasurer  
Joseph Kazda  
Dennis Triemstra  
David Abendroth (Alternate)  
Clint Lager (Alternate)  
Pat Prill (Alternate)  
Adam Thiem (Alternate)

Community Develop. Authority (July 15<sup>th</sup>)

Joseph Kazda, Council Representative  
Clint Lager, Council Representative  
Eric Heiling      2028  
Vacant      2027  
David Prill      2027  
Vacant      2026  
Ardelle Swanson      2026

Green Lake Co. Economic Development

Rich Slate      Apr 2025

Library Board (May 1<sup>st</sup>)

Pat Prill, Council Rep.      2026  
Jill Worden, School Rep.      2026  
Harlen Barkley, County Rep.      2026  
Joan Slate      2026  
Nancy Kirst      2026  
Mike Hansen      2027  
Elizabeth Kazda      2028  
Michael Keller      2028

Librarian (Term: Indefinite)

Lucas Almas, Director



Planning Commission (May 1<sup>st</sup>)

Rich Slate, Mayor  
Dennis Triemstra, Council Rep.  
Kent Jahns 2028  
Skip Walker 2028  
Hunter Kennow 2027  
Tony Dolgner 2027  
Curt Talma 2026

Public Works Director (Term: Indefinite)  
Todd Zamzow

Superintendent of Water/Wastewater (Term: Indefinite)  
Jeff Heberer

Zoning Administrator (Term: Indefinite)  
Timothy Tripp, General Engineering Co.

Police Committee (May 1<sup>st</sup>)

Dave Brinkman 2027  
Morrie Hanson 2027  
Richter Zacharias 2026

Water & Sewer Commission (Apr 2024)  
Streets, Building & Utilities Committee

City Attorney (May 1, 2023)  
Justin Sondalle

Director of Emergency Management (May 1, 2024)  
Michael Ross

City Forester (May 1, 2024)  
Todd Zamzow

Weed Commissioner (May 1, 2024)  
Doug Wiorek

Assessor (Term: Indefinite)  
Brian Frank, Assessor

Building Inspector (Term: Indefinite)  
Timothy Tripp, General Engineering Co.

Cemetery Sexton (Term: Indefinite)  
Amy Corson

Chief of Police (Term: Indefinite)  
Doug Wiorek

Clerk Treasurer (Term: Indefinite)  
Tamra Harrington