



Joseph Tillmann  
Aldersperson  
Kenneth Neumann  
Council President  
John Guinn  
Mayor  
Jack Abbott  
Aldersperson

Kim Olson  
Aldersperson  
Michael Schmidt  
Aldersperson  
Roger Smith  
Aldersperson

**CITY OF MAYVILLE COMMON COUNCIL  
REGULAR MEETING AGENDA - REVISED  
MONDAY, AUGUST 14, 2023 7:00 PM  
CITY HALL**

**I. CALL TO ORDER AND ROLL CALL**

**II. PLEDGE OF ALLEGIANCE TO THE FLAG**

**III. 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.*

**IV. CLOSED SESSION**

1. Convene into Closed Session Pursuant to Wis. Stat. §19.85(1)(G) Conferring with Legal Counsel for the Governmental Body who is Rendering Oral or Written Advice Concerning Strategy to be Adopted by the Body with Respect to Litigation in Which it is or is Likely to Become Involved
2. Information Briefing and Strategic Discussion with City Attorney Jim Hammes Related to the Recent Court of Appeals Decision in Mayville v Williamstown, Case No. 2022AP001467
3. Reconvene into Open Session with Possible Action

**V. CONSENT AGENDA**

1. Approve Minutes of July 10, 2023 Common Council Meeting
2. Approve Minutes of August 1, 2023 Special Common Council Meeting
3. Approve Operator's Licenses for the Following:  
Jennifer A Hahn (ne. Grace) of Horicon, WI, Carrie A Hepp (ne. Sieja), Beaver Dam, WI, Montana J Prinz of Mayville, WI
4. Resolution 5881-2023: Resolution to Hire Candidate for Comptroller Treasurer Position

5. Resolution 5880-2023: Approve Class "A" Fermented Malt Beverage License for Tienda Mi Ranchito, Norma Rodriguez, 102 South Main Street
6. RESOLUTION NO. 5882-2023

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$2,713,890  
WATER SYSTEM REVENUE BONDS, SERIES 2023, AND PROVIDING FOR  
OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND  
APPROVAL OF RELATED \$3,618,521 FINANCIAL AGREEMENT**

7. Resolution 5883-2023: Appointment to Water Wastewater Commission - Council Member

**VI. REPORT OF OFFICERS**

A. Mayor

1. Monthly Report

B. Clerk

1. Discuss, with Possible Action, Overturning Resolution 5877-2023: Appointment of Sikich as Temporary Interim City Comptroller/Treasurer
2. Discuss, with Possible Action, Overturning Resolution 5849-2023: Approval of Engagement Agreement with Sikich LLP
3. Discuss, with Possible Action, Override Mayoral Veto of the Do Not Exceed Limit of \$4,000/Month for Sikich, for Comptroller/Treasurer Services.
4. Discuss, with Possible Action, All Department Heads Submitting a Written Report, in Lieu of In-Person Reporting, through the End of the Year
5. Discuss, with Possible Action, Dissolving the Water/Wastewater Commission

**VII. COMMITTEES, COMMISSIONS AND BOARDS**

A. Library Board

1. Monthly Report
2. Date and Time of Next Meeting - Thursday, September 14, 2023, 6PM.

B. Parks/Rec/TAG Center Commission

1. Monthly Report - Alderperson
2. Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck
3. Discuss, with Possible Action, Parks Board Recommendation to Accept Proposed Rotary Club Project for Pickleball Courts
4. Date and Time of Next Meeting - Wednesday, September 6, 2023, 6PM

C. Communications Committee

1. Monthly Report - Alderperson
2. Date and Time of Next Meeting

D. Community Development Authority

1. Monthly Report - Alderperson
  2. Date and Time of Next Meeting - Wednesday, August 23, 2023, 6PM
- E. Water/Wastewater Commission
1. Monthly Report - Alderperson
  2. Date and Time of Next Meeting - Tuesday, September 5, 2023, 4PM
- F. Planning Commission
1. Monthly Report - Alderperson
  2. Discuss, with Possible Action, the Recommendation to Approve the Conditional Use Permit Application for Matthew Schellinger, 225 Breckenridge Street, Mayville. Parcel #251-1216-2313-013.  
Requesting use of Garage/Steel Structure for Martial Arts Business.
  3. Discuss, with Possible Action, Recommendation to Vacate Northern Portion of Leona Street Right of Way
  4. Date and Time of Next Meeting - Tuesday, August 15, 2023, 5PM
- G. Public Safety Committee
1. Discuss, with Possible Action, the Operator's License Application of Janielle M Huffman of Beaver Dam, WI
  2. Discuss, with Possible Action, an Amendment to Municipal Code Section 430-25 (Accessory Uses And Detached Accessory Structures) to Modify the Language to Read that Detached Garages Must be Serviced by a Driveway, Eliminate the Requirement for Sheds (430-25B), and Increase the Allowable Square Footage of Sheds to 200 Square Feet (430-25C)
  3. Date and Time of Next Meeting - Monday, August 28, 2023, 6PM
- H. Public Works Committee
1. Date and Time of Next Meeting- Monday, August 28, 2023, Immediately Following Public Safety Committee
- I. Finance Committee
1. Discuss, with Possible Action, Recommendation to Raise the Minimum Wage for Lifeguards to \$13.00 Per Hour
  2. Date and Time of Next Meeting- Monday, August 28, 2023, Immediately Following Public Works Committee
- J. Personnel Committee
1. Discuss, with Possible Action, In-House City Engineer - Job Description and Posting/Recuriting
  2. Date and Time of Next Meeting- Monday, August 28, 2023, Immediately Following Finance Committee

3. Discuss, with Possible Action, the Recommendation to Compensate Nichole DeBaker for Her Time Worked in an Interim Role in an In-House Comptroller Capacity, with Compensation being Based Upon Her Hourly Rate, Based Upon Her Annual Salary, Pending Legal Review

## **VIII. ADJOURNMENT**

Mayor Guinn  
Presiding Officer

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.

**COMMON COUNCIL**

**JULY 10, 2023**

The meeting was called to order at 7:00 PM by Mayor John Guinn with the following roll call:

Attendee Name	Title	Status	Arrived
Joseph Tillmann	Aldersperson	Present	
Kenneth Neumann	Council President	Present	
Jack Abbott	Aldersperson	Present	
Kim Olson	Aldersperson	Present	
Michael Schmidt	Aldersperson	Present	
Roger Smith	Aldersperson	Excused	
John Guinn	Mayor	Remote	

Also present were Deputy Clerk Jacqueline Schonasky and City Clerk Anastasia Gonstead.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**CITIZEN COMMENTS**

Bill Linzenmeyer of 1122 Valley Street asks for approval to make his citizen's comment under Planning, Item #2 - Discuss, with Possible Action, Recommendation to Vacate Northern Portion of Leona Street Right of Way. No objection from Council members.

**CONSENT AGENDA**

Mayor Guinn if anyone would like any of the Consent Agenda items moved to be discussed later in the meeting. No requests. Motion to adopt Consent Agenda by Ald. Abbott, second by Ald. Schmidt. No discussion. Motion carries, 5-0.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jack Abbott, Aldersperson
<b>SECONDER:</b>	Michael Schmidt, Aldersperson
<b>AYES:</b>	Tillmann, Neumann, Abbott, Olson, Schmidt
<b>EXCUSED:</b>	Smith

**Approve the Minutes of the May 30, 2023 Special Common Council Meeting**

**Approve the Minutes of the June 12, 2023 Common Council Meeting**

**Approval of May 2023 Payment Report and Payroll Register**

**Approve Operator's Licenses for the Following:**

Natasha K Bertel of Mayville, WI, Kelly L Brummond (ne. Marx) of Mayville, WI, Lorie A Figel (ne. Steinbach) of Mayville, WI, Karen F Graf (ne. Peters) of Theresa, WI, Anne M Helmbrecht of Mayville, WI, Paige A Persha of Mayville, WI, Mark F Peterson of West Bend, WI, Taylor M Puls of Mayville, WI, William A Rohleder of Lomira, WI, Norma B Rodriguez of Cambria, WI, Susan E Soderman of Mayville, WI, John F Sommers of Mayville, WI, Anna I Trost of Mayville, WI, Henry Vargas Vargas of Mayville, WI, Kaila L Werner of Mayville, WI, and Deborah J Willis (ne. Miller) of Mayville, WI.

Attachment: Minutes 07102023 CC Mtg (5037 : Approve Minutes of July 10, 2023 Common Council Meeting)

## REPORT OF OFFICERS

### Mayor

#### Monthly Mayor's Report

Mayor Guinn reports. Sikich has been actively engaged with day-to-day financial affairs and guidance to staff moving forward in the interim. Monthly invoice came in below paygrade for Comptroller/Treasurer roll. Commends Dept. Heads for their can-do attitude. Kudos to Utilities Accountant Nichole DeBaker for being in-house contact point for Sikich in this transition period. Kudos to Clerk Gonstead for setting forth policy and procedure and taking lead on administrative matters. Kudos to Deputy Clerks Coulter and Schonasky for the hard work they have been doing. City Hall has been operating without a Comptroller/Treasurer and it has been trying. We now have two candidates, who both will be interviewed on July 24th by Council members.

Budget season is approaching. Beginning in earnest in August. Information to be disseminated to Dept. Heads at the end of this month.

Revenue Sharing Plan, Act 19. Over 25% more will be coming to Mayville.

August 31<sup>st</sup> will have a Cyber Security Audit by State and Federal agency. Results will be reported to the public. Ald. Olson inquires if the Cyber Security Audit is this something cities and villages normally do. Mayor Guinn explained it is, offered from State of Wisconsin. They will see where shortfalls are, look into grants to help pick those up. It is also of no cost to the City for them to perform.

### Clerk Report

#### Monthly City Clerk's Report

City Clerk Gonstead reports. This month, my office has been working on clean up and training. Earlier this month I attended the Clerks, Treasurers, and Financial Officers Institute put on by the League of Wisconsin Municipalities. This event had valuable training sessions and legal updates. As well as examples various procedures from other municipalities. Their elections update will prove to be helpful this upcoming year, as it will be a busy elections season. We are taking time to look at the process as it currently is to ensure it operates as smoothly as possible come election season. Clerk's Institute starts next week. It will be a week long of virtual classes. I look forward to the training I will receive from this opportunity.

Deputy Coulter has been working hard to clean up and put order to the personnel files. With the anticipated Caselle upgrade in August, it should streamline some of the payroll functions. We anticipate to be able to set forth some process and procedures to make onboarding and outboarding more consistent throughout the City.

Deputy Schonasky has been tackling quite a bit of long neglected filing to ensure our files are in good shape and no information is lost.

Additionally, we have been working on streamlining processes to save time and make sure all the departments are on the same page. As well as updating some of our permits/applications. Some are already available on the City website - such as the operator's license.

I have also located a Wisconsin Elections Commission Subgrant that will aid us in moving from a ".com" to a ".gov". It appears that in the future, this may become a requirement from the Wisconsin Elections Commission to ensure better elections communications security. I have

been working with our IT contractors to get this going, as there is money on the table to cover the IT costs through this subgrant. We are also pursuing this at a time that we would have ample time to get the word out once the switch happens and have any communications to former emails forwarded for a few months.

## **COMMITTEES, COMMISSIONS AND BOARDS**

### **Water/Wastewater Commission**

Date and Time of Next Meeting: Tuesday, August 1, 2023 at 4PM

### **Library Board**

#### **Monthly Library Report**

Director Jennifer Stasinopoulos reports. Working on packing for the upcoming move.

Progress update on new building. Lucas Almas working on digitizing City videos.

Two grants were secured for continuing education. She and two employees attended ALA conference in Chicago. Gave run down of what they were able to focus on at the conference and items they were able to obtain. New page starts in July.

Always hire high school kids for this role, helps to build their resume.

Rundown of programs that occurred and what is upcoming in July.

Library getting A-Z database.

Passes added to collection: MKE domes, WI Hist Society, Children Museum of FDL, Schlitz, Horicon Aquatic Center.

Date and Time of Next Meeting: Thursday, July 13, 2023 at 6PM

### **Public Works Committee**

Date and Time of Next Meeting: Monday, July 24, 2023, Immediately Following Personnel Committee

### **Personnel Committee**

Date and Time of Next Meeting: Monday, July 24, 2023, Immediately Following Public Safety Committee

#### **Discuss, with Possible Action, Sitting Term Limits for Mayor and Alderperson Positions**

Added to agenda by Ald. Neumann, led discussion. Looking to have a healthy conversation of term limits and what we can do to get new people to join in for City government. More of an awareness, to talk about and have a conversation about. Ald. Olson points out she is in favor of term limits. She wants to inform the public, if anyone is interested in any of these positions, please let the City Clerk know. Turnover is good some times.

Mayor Guinn inquired if Ald. Neumann has given any thought in terms of number of years of service. Ald. Neumann explained his initial thought was two consecutive two year terms, for Mayor and Alderpersons.

Ald. Olson pointed out the problem this City has is getting people to step up to the plate.

Mayor Guinn inquired if there was a specific motion Ald. Neumann wished to make tonight on this. Ald. Neumann stated he did not. Mayor Guinn expressed that this should go to committee, get ideas together, bring it back to Council.

Motion by Ald. Neumann to refer this to Personnel Committee. Second by Ald. Tillmann. No discussion. 5-0, motion carries.

<b>RESULT:</b>	<b>RECOMMENDED TO PERSONNEL COMMITTEE [UNANIMOUS]</b> Next: 7/24/2023 6:00 PM
<b>MOVER:</b>	Kenneth Neumann, Council President
<b>SECONDER:</b>	Joseph Tillmann, Alderperson
<b>AYES:</b>	Tillmann, Neumann, Abbott, Olson, Schmidt
<b>EXCUSED:</b>	Smith

**Public Safety Committee**

Date and Time of Next Meeting: Monday, July 24, 2023 at 6PM

**Finance Committee**

**May 2023 Budget Status Report**

Mayor Guinn pointed out Ald. Smith was not present to discuss this item, suggested tabling matter to next Council meeting. No objection from Council.

**Review, with Possible Action, the Current Monthly Costs for Sikich Services**

Mayor Guinn stated we have received the invoice for Comptroller/Treasurer services from Sikich. Ald. Abbott agreed it did appear to come in below what was expected, but that is not to say it won't change. May not be a bad idea to keep them on, but that would be our next item for discussion. Mayor explained he and Nichole DeBaker meet with the Sikich accounting team each Wednesday afternoon. Learning our practices, shadowing Ms. DeBaker as she goes through reconciliation and helping her to improve the process. We hope to have Sikich appear via Zoom so you can ask questions in the coming months.

Ald. Neumann asked if a hard copy of the invoice was available. Clerk Gonstead indicated she did not have one at the meeting, but could pull it up via the email sent to the Alderpersons. Ald. Neumann explained he remembers it is three lines. Clerk Gonstead confirmed the bill was not itemized and was solely for the Comptroller/Treasurer Services. Ald. Neumann expressed concerns of not getting the cost estimate for services, as Mayor indicated he would provide back in June. Mayor Guinn clarified that the City has not received an invoice for special audit costs yet.

Ald. Neumann inquired of Mayor Guinn - Who authorizes that time? Who holds the purse string for when we will bring them in and utilize them? Mayor Guinn explained we reach out to them and ask for assistance as needed. Trying to be as self-sufficient as possible, Ms. DeBaker is doing a fantastic job doing most we can in-house, yet recognizing they are the financial experts. When we go into the weeds, we call.

**Discuss with Possible Action, Terminating or Seeking Further Relationship/Partnership with Sikich**

Ald. Olson inquired if we still need this relationship, if the investigation is complete. Mayor Guinn explained we are at the tail end, tying up loose ends on CDA funding. Reviewing to ensure the organization is funded properly and we are following proper procedures as laid out by Department of Revenue. Once it's done, results will be made available to the public and the Council.

Attachment: Minutes 07102023 CC Mtg (5037 : Approve Minutes of July 10, 2023 Common Council Meeting)



Ald. Abbott stated the City has no idea where we are as far as invoicing, time spent by Sikich on this matter. Mayor Guinn stated we have not yet, surprisingly. As former Comptroller/Treasurer Runde pointed out months ago - Sikich had not been spending a lot of time on matters, as so much of the data was muddled and unable to be worked through. His hopes are that there will be a sense of relief that it is not an astronomical cost.

Motion by Ald. Neumann to send a "Do Not Exceed" of \$4k per month, to Sikich. He further explained with the additional help hired, the City should not need as much help from Sikich. City Clerk Gonstead clarified that the newest hire handles payroll and HR, functions that were previously added on the Comptroller/Treasurer roll, but not functions that we would have engaged with Sikich to assist with. She further pointed out that Utilities Accountant, Nichole DeBaker, has the most experience of any City employee with our accounting system and she has been the in-house contact. Ald. Neumann reiterated his motion. City Clerk Gonstead asked for clarification if that was just pertaining to Comptroller/Treasurer services. Ald. Neumann provided that was correct. Second by Ald. Olson.

Discussion: Mayor Guinn stated he does not feel this motion is in order. Before, the City entered into the contract with Sikich, he does not believe the City can change terms of the contract after.

Ald. Abbott suggested amending the motion to put an end time on the time the City engages their services. He explained the City could be hiring someone new soon for Comptroller/Treasurer, feels it would they be advantageous to the new person to have this support. Ald. Neumann inquired what was the contract we engaged them for. City Clerk Gonstead clarified a resolution was passed that appointed Sikich as the Interim Comptroller/Treasurer for three months, it started in June, the City would be approximately halfway through at this point.

Roll vote taken:

- Ald. Neumann - Aye
  - Ald. Olson - Aye
  - Ald. Schmidt - Nay
  - Ald. Tillmann - Aye
  - Ald. Abbott - Nay
- 3-2, motion carries.

<b>RESULT:</b>	<b>APPROVED AS AMENDED [3 TO 2]</b>
<b>MOVER:</b>	Kenneth Neumann, Council President
<b>SECONDER:</b>	Kim Olson, Alderperson
<b>AYES:</b>	Tillmann, Neumann, Olson
<b>NAYS:</b>	Abbott, Schmidt
<b>EXCUSED:</b>	Smith

Date and Time of Next Meeting: Monday, July 24, 2023, Immediately Following Public Works Committee

**Parks/Rec/TAG Center Commission**

Date and Time of Next Meeting: Wednesday, August 2, 2023 at 6PM

**Planning Commission**

Attachment: Minutes 07102023 CC Mtg (5037 : Approve Minutes of July 10, 2023 Common Council Meeting)

**Resolution 5878-2023: Approve Certified Survey Map for Parcels #251-1216-2422-071 and 251-1216-2422-069, N. German Street and Washington Street**

Resolution read in. Certified Survey Map passed to Council for review. Motion to approve by Ald. Tillmann, second by Ald. Neumann. No discussion. Roll vote:

- Ald. Tillmann - Aye
- Ald. Neumann - Aye
- Ald. Olson - Aye
- Ald. Schmidt - Aye
- Ald. Abbott - Aye
- 5-0, motion carries.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Joseph Tillmann, Alderperson
<b>SECONDER:</b>	Kenneth Neumann, Council President
<b>AYES:</b>	Tillmann, Neumann, Abbott, Olson, Schmidt
<b>EXCUSED:</b>	Smith

**Discuss, with Possible Action, Recommendation to Vacate Northern Portion of Leona Street Right of Way**

Bill Linzenmeyer, 1122 Valley Street, speaks - His property (north side) attached to Leona St. Speaking on behalf of Dean and Heather Jett, as well, who also have property that borders part of Leona St. They have been to a couple of committee meetings (Planning Commission). Feels this matter went fast through those meetings. They have concerns and questions that still aren't answered. They are the "little people" who are concerned. There are City officials they have talked to regarding the proposed plans we have seen. They vehemently oppose the vacation of the proposed portion of Leona St, as well as the private driveway. Explained the Council members be shown a map, take a hard look at that map. There is much more discussion that needs to be had on this. They are expressing our right to oppose this.

Ald. Olson asked for a clarification on border, Mr. Linzenmeyer provided and added he thinks that's a lot of the problem. They talk about it one month, need reminders the next. Everything seems to be fast tracked. Added they can oppose this through legal avenues, letting that be known now.

Mayor Guinn stated he wanted to add he intends to reach out to Ald. Tillmann. Wants them both to go out to site, take a look at this, draw on Ald. Tillman's professional expertise. He wants to see if we can't formulate a solution that will work for everyone involved. Told Mr. Linzenmeyer he would be following up with him next week, if that is okay. Mr. Linzenmeyer confirmed it was.

No action taken today, will have to come back to Council. No objection from Council members.

**Discuss, with Possible Action, Recommendation from Planning Commission to Provide Sanitary and Water Services from Road Right of Way for Letkewicz Property in the Riverknoll Industrial Park**

Attachment: Minutes 07102023 CC Mtg (5037 : Approve Minutes of July 10, 2023 Common Council Meeting)

Mayor Guinn stated he can address this item. In 2021, prior administration sold a lot to Mr. Letkewicz. As an incentive on the sale, City agreed to provide these services. We are tied having to do this. Suggests Council reopen TID in that area for incentives. Will work with Ehlers to do so, if that is what is agreed. Ald. Olson and Ald. Neumann both expressed sentiments that the City has already signed up for this and has to follow through with the agreement.

Ald. Olson inquired, if/when the City reopens this TID, could this be billed to it. Mayor Guinn stated there may be a way to do that. Walk a thin line, will need to engage Ehler's.

Motion by Ald. Olson to approve the aforementioned agreement and take the money out of the general fund, second by Ald. Neumann. No discussion. Roll vote taken:

- Ald. Olson - Aye
- Ald. Neumann - Aye
- Ald. Schmidt - Aye
- Ald. Tillmann - Aye
- Ald. Abbott - Aye
- 5-0, Motion carries.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Kim Olson, Alderperson
<b>SECONDER:</b>	Kenneth Neumann, Council President
<b>AYES:</b>	Tillmann, Neumann, Abbott, Olson, Schmidt
<b>EXCUSED:</b>	Smith

Date and Time of Next Meeting: Monday, August 14, 2023 at 5PM

City Clerk Gonstead explained at today's Planning Commission meeting they agreed to move the regular meeting date and time to the third Tuesday of each month at 5PM. Next meeting will be Tuesday, August 15, 2023 at 5PM.

**Community Development Authority**

**Resolution 5879-2023: Appointment of Laangela Sheri Davis to Community Development Authority Committee**

Resolution read in. Motion to approve by Ald. Abbott, second by Ald. Tillmann.

Discussion: Ald. Neumann pointed out to the public, we are short. If you are interested reach out. Ald. Olson inquired if Ms. Davis is in agreement with this appointment. City Clerk Gonsted explained Ms. Davis applied for this opening.

Roll vote taken:

- Ald. Abbott - Aye
- Ald. Tillmann - Aye
- Ald. Schmidt - Aye
- Ald. Neumann - Aye
- Ald. Olson - Aye
- 5-0, motion carries.

Attachment: Minutes 07102023 CC Mtg (5037 : Approve Minutes of July 10, 2023 Common Council Meeting)

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Joseph Tillmann, Alderperson
<b>SECONDER:</b>	Kenneth Neumann, Council President
<b>AYES:</b>	Tillmann, Neumann, Abbott, Olson, Schmidt
<b>EXCUSED:</b>	Smith

Date and Time of Next Meeting: Wednesday, July 26, 2023 at 6PM

**Communications Committee**

**Date and Time of Next Meeting: Monday, July 17, 2023 at 4PM**

**ADJOURNMENT**

Motion to adjourn at 7:53 PM by Ald. Olson, second by Ald. Schmidt. 5-0, motion carries.

Meeting adjourned at 7:53 PM

Anastasia Gonstead, City Clerk

Attachment: Minutes 07102023 CC Mtg (5037 : Approve Minutes of July 10, 2023 Common Council Meeting)

**SPECIAL COMMON COUNCIL MEETING****AUGUST 1, 2023**

The meeting was called to order at 6:00 PM by Mayor John Guinn with the following roll call:

Attendee Name	Title	Status	Arrived
Joseph Tillmann	Aldersperson	Excused	
Kenneth Neumann	Council President	Excused	
Jack Abbott	Aldersperson	Present	
Kim Olson	Aldersperson	Present	
Michael Schmidt	Aldersperson	Present	
Roger Smith	Aldersperson	Present	
John Guinn	Mayor	Present	

Also present were Deputy Clerk Christine Coulter and City Clerk Anastasia Gonstead.

**PLEDGE OF ALLEGIANCE TO THE FLAG****CITIZEN COMMENTS**

None.

**ITEM(S) OF POSSIBLE ACTION****Discuss, with Possible Action, Methods for Filling the City Clerk Pending Vacancy**

Motion by Ald. Abbott to post the City Clerk position with the previous job duties and pay range of \$55,000-\$65,000, with changes of indicating two deputy clerks are supervised and applications are to be submitted to the Mayor. Position to be listed on the City website, League of Municipalities website, Government Jobs website, and sent out to the Clerkslist email group. Second by Ald. Olson. Roll vote taken:

Ald. Abbott - Yes/Aye

Ald. Olson - Yes/Aye

Ald. Smith - Yes/Aye

Ald. Schmidt - Yes/Aye

4-0, motion carries.

<b>RESULT:</b>	<b>APPROVED [3 TO 0]</b>
<b>MOVER:</b>	Jack Abbott, Aldersperson
<b>SECONDER:</b>	Kim Olson, Aldersperson
<b>AYES:</b>	Abbott, Olson, Schmidt
<b>EXCUSED:</b>	Tillmann, Neumann
<b>RECUSED:</b>	Smith

**ADJOURNMENT**

Motion to adjourn at 6:07 PM by Ald. Abbott, second by Ald. Smith. 4-0, motion carries.

Meeting adjourned at 6:07 PM.

Anastasia Gonstead, City Clerk

**RESOLUTION**

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**Resolution 5881-2023: Resolution to Hire Candidate for Comptroller Treasurer Position**

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WHEREAS, a vacancy has occurred with the resignation of Angela Runde; and,

WHEREAS, the Personnel Committee of the Whole met on July 24, 2023 and recommended Anthony Meeks to be hired as the Comptroller-Treasurer for the City of Mayville effective as soon as possible, with a starting salary of \$82,500; and,

WHEREAS, Mr. Meeks shall relocate to the Mayville area, at his own expense, with in-person start date of September 1, 2023, at the latest; and,

WHEREAS, Mr. Meeks shall have the option to work remotely until his relocation is complete; and,

WHEREAS, Mr. Meeks will be given three (3) weeks of paid vacation annually, with the three (3) weeks being prorated for the remainder of 2023. Said vacation shall be prorated if separation occurs before the end of 2023. Beginning in 2024, vacation shall be accrued per the Employee Handbook Annual Vacation Leave policy; and,

WHEREAS, Mr. Meeks shall complete a standard six-month probationary period; and,

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Mayville does hereby approve the above recommendation of the Personnel Committee of the Whole.

Passed by the Common Council of the City of Mayville this 14th day of August, 2023.

\_\_\_\_\_  
John Guinn  
Mayor

Attest:

\_\_\_\_\_  
Anastasia Gonstead  
City Clerk

**RESOLUTION**

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**Resolution 5880-2023: Approve Class "A" Fermented Malt Beverage License for Tienda Mi Ranchito, Norma Rodriguez, 102 South Main Street**

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WHEREAS, Norma Rodrigues did apply for a "Class A" Intoxicating Liquor License and a Class "A" Fermented Malt Beverage license for the business of Tienda Mi Ranchito, at 102 South Main Street; and,

WHEREAS, the Public Safety Committee met on July 24, 2023, to discuss the Class "A" Fermented Malt Beverage License and a "Class A" Intoxicating Liquor License for Norma Rodriguez, Tienda Mi Ranchito, 102 South Main Street; and,

WHEREAS, the City of Mayville is at it's quota limit for "Class A" Intoxicating Liquor Licenses and unable to issue another; and,

WHEREAS, the Public Safety Committee did recommend the Class "A" Fermented Malt Beverage License for August 14, 2023 through June 30, 2024, for Norma Rodriguez (agent), Tienda Mi Ranchito, 102 South Main Street, provided all fees are paid in full and that the premise has passed an inspection by the Mayville Police Department as well as completion of an occupancy permit; and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Mayville does hereby approve the recommendation of the Public Safety Committee.

Passed by the Common Council of the City of Mayville this 14<sup>th</sup> day of August, 2023.

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John Guinn  
Mayor

Attest:

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Anastasia Gonstead  
City Clerk

## RESOLUTION

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**Resolution 5882-2023: RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$2,713,890 WATER SYSTEM REVENUE BONDS, SERIES 2023, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND APPROVAL OF RELATED \$3,618,521 FINANCIAL AGREEMENT**

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WHEREAS, the City of Mayville, Dodge County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. 4961-2015 adopted by the Governing Body on December 14, 2015 (the "2015 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2015, dated December 23, 2015 (the "2015 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 5025-2016 adopted by the Governing Body on June 13, 2016 (the "2016 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2016, dated June 22, 2016 (the "2016 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 5279-2018 adopted by the Governing Body on May 14, 2018 and ratified on May 29, 2018 (the "2018 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2018, dated June 13, 2018 (the "2018 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 5425-2019 adopted by the Governing Body on June 10, 2019 (the "2019 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2019, dated June 26, 2019 (the "2019 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2015 Bonds, the 2016 Bonds, the 2018 Bonds and the 2019 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2015 Resolution, the 2016 Resolution, the 2018 Resolution and the 2019 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 5443-09 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2022-0681 and dated December 22, 2022 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and



WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$2,713,890 Water System Revenue Bonds, Series 2023, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;
- (k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

- (l) "Municipality" means the City of Mayville, Dodge County, Wisconsin;
- (m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;
- (n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;
- (o) "Prior Bonds" means the 2015 Bonds, 2016 Bonds, 2018 Bonds and 2019 Bonds, collectively;
- (p) "Prior Resolutions" means the 2015 Resolution, 2016 Resolution, 2018 Resolution and 2019 Resolution, collectively;
- (q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;
- (r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;
- (s) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles;
- (t) "2015 Bonds" means the Municipality's Water System Revenue Bonds, Series 2015, dated December 23, 2015;
- (u) "2015 Resolution" means Resolution No. 4961-2015 adopted by the Governing Body on December 14, 2015 authorizing the issuance of the 2015 Bonds;
- (v) "2016 Bonds" means the Municipality's Water System Revenue Bonds, Series 2016, dated June 22, 2016;
- (w) "2016 Resolution" means Resolution No. 5025-2016 adopted by the Governing Body on June 13, 2016 authorizing the issuance of the 2016 Bonds;
- (x) "2018 Bonds" means the Municipality's Water System Revenue Bonds, Series 2018, dated June 13, 2018;
- (y) "2018 Resolution" means Resolution No. 5279-2018 adopted by the Governing Body on May 14, 2018 and ratified on May 29, 2018 authorizing the issuance of the 2018 Bonds;
- (z) "2019 Bonds" means the Municipality's Water System Revenue Bonds, Series 2019, dated June 26, 2019; and
- (aa) "2019 Resolution" means Resolution No. 5425-2019 adopted by the Governing Body on June 10, 2019 authorizing the issuance of the 2019 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$2,713,890; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2023" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.287% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2024 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and

interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2015 Resolution are hereby continued and shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the

maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$2,713,890 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the

Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Adopted this 14<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
John Guinn  
Mayor

Attest:

\_\_\_\_\_  
Anastasia Gonstead  
City Clerk



**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
 101 S. Webster Street  
 Box 7921  
 Madison WI 53707-7921

**Tony Evers, Governor**  
**Adam N. Payne, Secretary**  
 Telephone 608-266-2621  
 Toll Free 1-888-936-7463  
 TTY Access via relay - 711



July 25, 2023

COURTNEY STEGER, DIRECTOR OF UTILITIES  
 CITY OF MAYVILLE  
 15 SOUTH SCHOOL STREET  
 PO BOX 273  
 MAYVILLE WI 53050

**SUBJECT:** Safe Drinking Water Loan Program, Project No. 5443-09  
 Replace Existing Water Treatment System/SCADA  
 Financial Assistance Agreement – September 13, 2023

Dear Ms. Steger:

Your project manager prepared the following loan closing documents for your Safe Drinking Water Loan Program (SDWLP) project:

1. SDWLP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on September 13, 2023, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Mayville has three (3) working days upon receipt of wired SDWLP funds to do one or more of the following:

1. Pay the project invoices identified in the SDWLP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Dee Surillo, at 608-445-4352, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other SDWLP documents.

Thank you for your interest in the Safe Drinking Water Loan Program.

Sincerely,

Becky Scott, Section Manager  
 Environmental Loans Section  
 Bureau of Community Financial Assistance  
 Attachments

Electronic Copies: Jim Witthuhn - DG/5  
 Jonathan Schatz, Ehlers - Waukesha  
 Bethany Ryers, Baker Tilly - Madison  
 Greg Droessler, Town & Country Engineering, Inc., Madison  
 Capital Finance Office - DOA/10  
 Tyler Zettl - DNR SCR/Fitchburg

Attachment: Attachment to Resolution 5882-2023 (5080 : Resolution 5882-2023:RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Safe Drinking Water Loan Program  
Form 8700-214 rev 03/21

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF MAYVILLE

---

\$3,618,521 With up to \$904,631 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

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Dated as of September 13, 2023

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This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. 14251  
Safe Drinking Water Loan Program Project No. 5443-09

Attachment: Attachment to Resolution 5882-2023 \_ 2 (5080 : Resolution 5882-2023:RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF

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## WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 13, 2023, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Mayville, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I  
DEFINITIONS: RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 28, 2022, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,

- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means City of Mayville, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means the Municipality's \$589,317 Water System Revenue Bonds, Series 2015, dated December 23, 2015; its \$387,828 Water System Revenue Bonds, Series 2016, dated June 22, 2016; its \$877,098, Water System Revenue Bonds, Series 2018, dated June 13, 2018, its \$92,206 Water System Revenue Bonds, Series 2019; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. W-2022-0681, approved by DNR on December 22, 2022 as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$904,631. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 25%.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 5443-09 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.



"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

**ARTICLE II  
REPRESENTATIONS**

**Section 2.01. Representations of the SDWLP** The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (g) The Project is on the DNR funding list for the 2023 state fiscal year.

**Section 2.02. Representations of the Municipality** The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
  - (1) conduct its business and own its properties,
  - (2) enter into this FAA,
  - (3) adopt the Municipal Obligation Resolution,
  - (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
  - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$2,713,890 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the

date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP, or the CWFP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is October 4, 2024.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsindot.gov/Pages/doing-business/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that ss. 281.59(11)(b) and 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Water System or, in the case of a joint utility system, to bill the users of the Municipality's Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$3,618,521 with Principal Forgiveness of \$904,631 for payment of Project Costs.

**ARTICLE III  
LOAN PROVISIONS**

**Section 3.01. Loan Clauses**

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$2,713,890. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of one and 287/1000ths percent (1.287%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or an excess of \$50,000, whichever is less; second in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$904,631; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Municipal Obligation shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

**Section 3.02. Municipal Obligations Amortization** Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on September 13, 2023. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

**Section 3.03. Type of Municipal Obligation and Security** The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

**Section 3.04. Sale and Redemption of Municipal Obligations**

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

**Section 3.05. Disbursement of Financial Assistance**

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.
- (b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality.
- (c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
  - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
- (3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit G);
- (4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and
- (5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

### Section 3.06. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.



(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

**Section 3.07. Security for the Municipal Obligations** In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

**Section 3.08. Effective Date and Term** This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

**ARTICLE IV**  
**CONSTRUCTION OF THE PROJECT**

**Section 4.01. Insurance** The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

**Section 4.02. Construction of the Project** The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

**Section 4.03. Performance Bonds** The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

**Section 4.04. Completion of the Project**

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA; and

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement therefor from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V  
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts: Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Water System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

**Section 5.23. Federal Single Audit** At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities

**Section 5.24. Bipartisan Infrastructure Law Signage** The Municipality agrees to comply with all signage requirements as described in the Implementing the BIL Signage Requirement Packet (available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/BILsignageReqPacket.pdf>).



## ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
SAFE DRINKING WATER LOAN PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
- (c) US BANK CORP TRUST  
MATTHEW HAMILTON EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292
- (d) CITY OF MAYVILLE  
15 S SCHOOL STREET  
PO BOX 273  
MAYVILLE WI 53050

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

**Section 6.07. Benefit of Financial Assistance Agreement** This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

**Section 6.08. Further Assurances** The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

**Section 6.09. Assignment of Municipal Obligations** The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

**Section 6.10. Covenant by Municipality as to Compliance with Program Resolution** The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

**Section 6.11. Termination** This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

**Section 6.12. Rescission** The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF MAYVILLE

By: \_\_\_\_\_  
John Guinn  
Mayor

Attest: \_\_\_\_\_  
City Clerk

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

**RESOLUTION**

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**Resolution 5883-2023: Appointment to Water Wastewater Commission - Council Member**

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WHEREAS, on May 22, 2023 Mayor Guinn appointed Kenneth Neumann to an aldermanic vacancy on the Water Wastewater Commission, as confirmed by Council in Resolution 5870-2023, to fill the remainder of the term expiring April 30, 2024; and,

WHEREAS, Ald. Neumann has indicated a scheduling conflict with the regular meeting date and time; and

WHEREAS, the at the July 5, 2023 Water Wastewater Commission, the item of "Discussion and possible action regarding regular meeting date and time for Water & Wastewater Commission" was presented and the body elected not to take action; and

WHEREAS, in accordance with Municipal Code 22-9A, the Mayor shall appoint, subject to confirmation of the Common Council, to the Water Wastewater Commission; and,

THEREFORE, the Mayor hereby appoints Alderperson Michael Schmidt to serve on the Water Wastewater Committee filling the aforementioned seat, with the term expiring April 30, 2024; and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Mayville does hereby approve the above-mentioned Mayoral appointments to the Water Wastewater Commission.

Passed by the Common Council of the City of Mayville this 14<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
John Guinn  
Mayor

Attest:

\_\_\_\_\_  
Anastasia Gonstead  
City Clerk

**RESOLUTION 5877-2023**

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**APPOINTMENT OF SIKICH AS TEMPORARY INTERIM CITY  
COMPTROLLER/TREASURER**

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WHEREAS, current City of Mayville Comptroller/Treasurer Angela Runde has provided her resignation, designating her last date of employment as June 4, 2023; and,


WHEREAS, on May 30, 2023, the City of Mayville Common Council met for a Special Common Council meeting, wherein they passed a motion to appoint Sikich to act as the temporary interim Comptroller/Treasurer for two to three months; and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Mayville does hereby approve the above-mentioned appointment of Sikich to act as temporary interim Comptroller/Treasurer for the City of Mayville.

Passed by the Common Council of the City of Mayville this 12<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
John Guinn  
Mayor

Attest:

  
\_\_\_\_\_  
Anastasia Gonstead  
City Clerk

Attachment: Resolution 5877-2023, Signed 06122023 (5107 : Discuss, with Possible Action, Overturning Resolution 5877-2023: Appointment of

**RESOLUTION**

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**Resolution 5849-2023: Approval of Engagement Agreement with Sikich LLP**

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WHEREAS, the Common Council did meet on March 13, 2023, in closed session, to review and consider the engagement letter presented by Sikich with regards to a special financial audit.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Mayville does hereby approve the Sikich engagement letter, dated February 27, 2023.

Passed by the Common Council of the City of Mayville this 13<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
John Guinn  
Mayor

Attest:

  
\_\_\_\_\_  
Anastasia Gonstead  
City Clerk

Attachment: Resolution 5849-2023 - Signed 03132023 (5106 : Discuss, with Possible Action, Overturning Resolution 5849-2023: Approval of



17335 Golf Parkway, Suite 500  
Brookfield, WI 53045

262.754.9400

**SIKICH.COM**

February 27, 2023

Mr. John Guinn, Mayor  
City of Mayville, Wisconsin  
15 S. School Street  
Mayville, WI 53050

**Re: Forensic Review – Privileged and Confidential**

Dear Mayor Guinn,

This engagement agreement (the "Agreement") between Sikich LLP, an Illinois limited liability partnership, ("Sikich," "we," "our," or "us") and the City of Mayville, Wisconsin ("Mayville" or "the City" or "you" or "your") sets forth the mutual agreements regarding Sikich's provision of professional forensic services (the "Services") to you in the Matter.

Our understanding is that you will direct our engagement including the scope of our Services and approve the Services we will provide under this Agreement. The purpose of the engagement is to conduct a review of various financial transactions and other issues identified by you for Fiscal Years 2020 through 2022 and Fiscal Year 2023 to date. If requested, Sikich will provide a report detailing the processes engaged in and relevant findings and recommendations.

**General - Services and Fees**

The total cost of the Services will be based upon the time spent providing the Services. The range of hourly rates is \$250 for senior staff, \$350 for director, and \$450 for partner. As the engagement progresses, related charges will be billed by Sikich to you monthly. While we will bill your firm directly monthly, it is understood that your client will be ultimately responsible for the payment of our fees. Payment is due upon receipt of the invoice.

If we encounter issues that would require us to expand the scope of the Services, we will discuss this with you before doing additional work. If issues are identified during the provision of Services that would cause our fee to change, we will notify you immediately. If you decide further review is required, fees for this phase of the analysis, should it be authorized, will be discussed at that time, and will be quoted based upon the circumstances at the rates quoted above.

During the engagement, if evidence is uncovered that points to possible unethical or fraudulent conduct, we will immediately stop the analysis and inform you and only continue the analysis with your express authority. If the analysis continues, with your knowledge and authority, we will implement procedures to continue the analysis applying appropriate examination techniques. Depending on the situation, these procedures will include the securing of evidence with attention to chain of custody and maintenance of originals, electronic imaging of digital devices and servers, coordination with legal counsel, and preparation of any appropriate insurance claims. Fees for this phase of the analysis, should it be authorized, will be discussed at that time, and will be quoted based upon the circumstances at the rates quoted above. Additional charges for the imaging of electronic evidence will be quoted at that time.

If you should disagree with or question any amount due under an invoice, you agree that you shall communicate such disagreement to us in writing within thirty (30) days of the invoice date. Disagreement with any amount not made known to us in writing within that period is considered invalid. We retain the right to discontinue Services (and at our option, terminate this Agreement) if the account balance becomes sixty (60) days past due. Services will be invoiced to you from time-to-time as work progresses. In accordance with Illinois Compiled Statutes, payments for all Services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1.0% per month (12% annually).

We will charge for out-of-pocket expenses incurred during the provision of Services, including, among others (as applicable), industry research reports and materials, travel and living expenses (meals, lodging, etc.), fees to professionals for consultation regarding the valuation or technical matters, messenger and delivery services, report preparation, copying, and other direct engagement expenses, if any. We will also charge for retaining other experts, if deemed necessary, but such experts will only be retained without your prior approval.

Our Services will be deemed to be completed upon written notification of termination by you, even if we have not completed our procedures or issued a report. You will be obligated to compensate us for the time expended to that point.

You agree to assume all management responsibilities for the non-attest services we provide in connection with this engagement; oversee these non-attest Services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of these Services; and accept responsibility for them.

We will not have any obligation to issue a report or other document, or communicate our research, analyses, or conclusions, unless all outstanding invoices are paid, or alternative arrangements have been mutually agreed to in writing. We will have no liability to you, or any other person, by reason of not issuing a report, appearing for, and/or providing testimony or other evidence because of a failure to pay all amounts owed to us, and you agree to indemnify us against such liability.

**Standards and Confidentiality**

The Services will be based on the data we are able to obtain within a reasonable time. We attempt to collect data from reliable sources but do not warrant the accuracy, completeness, or reliability of the data obtained. We will not audit, compile, or review any financial statements, forecasts, or financial data provided to us and will rely on such data without verification. The Services will be conducted according to the guidelines outlined by the AICPA and ACFE standards for consulting and fraud examination projects.

Our Services will be conducted in accordance with lawful fraud examination techniques, which include, but are not limited to, examination of books and records, voluntary interviews of appropriate personnel, and other such evidence-gathering procedures as necessary under the circumstances. We cannot provide assurances that fraud, if it exists, will be uncovered because of our examination. Our Services cannot be relied on to disclose all errors, fraud, or other illegal acts that may exist, nor will we be responsible for the impact on our Services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. We are unable to express an opinion on the guilt or innocence of any person or party.

All information and materials of any form or description collected by us during the Agreement shall constitute our work files and will at all times, during and after completion of our Services, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by the Counsel in strictest confidence.

We will use reasonable efforts to keep strictly confidential our Services, its existence, and content, as well as your identity and other identifying information except as it will be used in the any related legal proceeding. We will nevertheless have no liability to you or any third party for information disclosed in, or pursuant to, any ruling,



order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

In accordance with the final rules published by the Federal Trade Commission, commonly referred to as the Gramm-Leach-Bliley Act, the following disclosures are made: In the process of preparing the Services or other tasks included in the assignment, we may collect from you, or with your authorization, certain essential information which is non-public and personal, such as information concerning income, expenses, assets, liabilities, and other similar information. We follow reasonable standards for protecting the confidentiality and security of the non-public personal information collected. We will not disclose any non-public personal information about you to any third party, except as permitted by you or required by law or during any related legal proceeding.

You hereby acknowledge and consent to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data provided to Sikich in the performance of the Services and agree that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. You further agree that, subject to applicable law, Sikich shall only be liable if it has finally judicially been determined that Sikich did not take commercially reasonable measures to protect your confidential and proprietary information from unauthorized disclosure.

As a result of our prior or future services to you we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

#### **Disputes; Indemnification; Legally Binding Contract**

This Agreement is a legally binding contract between you, the client and Sikich, and will be binding upon, and inure to the benefit of, their respective heirs, assigns, successors-in-interest, and legal representatives (as applicable). It may not be amended without the prior written consent of both parties.

You and your client shall indemnify and hold harmless Sikich and its partners, directors, employees, agents or subcontractors against all costs, damages, and liabilities (including reasonable attorneys' fees and costs) associated with any third-party claim or proceeding, relating to, or arising out of our provision of Services under this Agreement, other than as determined through arbitration to have been caused by the gross negligence or willful misconduct of Sikich.

In no event will Sikich be liable to you, your client, or any related party thereto, whether a claim be in tort, contract or otherwise, for any amount in excess of the total fees paid by you to Sikich pursuant to this Agreement, or for any consequential, indirect, lost profit or similar damages relating to our Services provided under this Agreement, other than as determined through arbitration to have been caused by the gross negligence or willful misconduct of Sikich.

The Parties agree to resolve contract disputes through binding arbitration by an arbitrator mutually agreeable to the Parties using the rules of the American Arbitration Association. If the Parties cannot mutually agree on the selection of an arbitrator, then application shall be made to the circuit court for appointment of an arbitrator by the Court which shall be its sole jurisdiction.

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with their respective legal and financial advisors, have had full and satisfactory explanation of the same, and fully understands and agree to be legally bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement by executing this Agreement in the space provided below where indicated and return it to our offices indicating your authorization for us to proceed on the above terms and conditions. Please retain the second copy of this Agreement for your files.

Sincerely,  
Sikich LLP



Mary O'Connor, ASA, CFE  
Partner, Forensic and Valuation Services

Acknowledged and Accepted:

Signed: 

Date: 3/13/23  
Mr. John Guinn, Mayor  
City of Mayville, WI

**Anastasia Gonstead**

---

**From:** Mayor John Guinn  
**Sent:** Monday, July 10, 2023 7:58 PM  
**To:** Anastasia Gonstead  
**Subject:** Veto

Because we are under contract terms with Sikich and I cannot change the terms after the fact. So, I veto the action of the council to cap at \$4000 per month.

John Guinn  
Mayor  
**City of Mayville**  
**PO Box 273**  
**15 S School St.**  
**Mayville, WI 53050**  
920-387-7900 Ext. 1206



Attachment: 07102023 - Mayoral Veto to D.N.A. for Sikich (5028 : Discuss, with Possible Action, Override Mayoral Veto of the Do Not Exceed

**Anastasia Gonstead**

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**From:** John Wild  
**Sent:** Thursday, August 3, 2023 12:24 PM  
**To:** Anastasia Gonstead  
**Subject:** New Parks Truck

Anie,  
I am forwarding you all the emails on the left over 2022 and that pricing compared to the 2023 pricing. If we are forced to go with a 2024 that truck wont be available till probably March or April and the price would jump again for the same truck. Please pass this info on to the council as we discussed. We really don't want to lose the 20222 because of the low price.

Thanks

John

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)

**Anastasia Gonstead**

**From:** John Wild  
**Sent:** Thursday, August 3, 2023 12:24 PM  
**To:** Anastasia Gonstead  
**Subject:** Fw: Stock F250  
**Attachments:** Mayville Parks '22 Stock F250 Plow.pdf

**From:** Chrissy Gensch <chrissy.gensch@ewaldauto.com>  
**Sent:** Wednesday, August 2, 2023 12:38 PM  
**To:** John Wild <jwild@mayvillecity.com>  
**Subject:** Stock F250

John,

I have this 2022 F250 6.2L V8 Gas, your price including the plow and delivery to Mayville would be \$52,844. Registration fees, if you want us to handle them are \$169.50 for new muni plates and \$165.50 to transfer a muni plate. They do also have a twin to this with the 7.3L V8 Gas engine as well that would be a bit more cost to you if you'd be interested. I believe both were used last winter a little for plowing the lot so they have a few miles on them, but pricing on the 2022s is much better than the 2023s. Thought I'd send these along. I'm still checking on any 2023s for you as well. The 2022s are still considered new as well.

<https://www.ewaldshartfordford.com/new-Hartford-2022-Ford-F+250SD-XL-1FTBF2B61NEF37622>

Chrissy

**Chrissy Gensch**  
Municipal Sales Manager | Ewald Automotive Group  
2570 E. Sumner St.  
P.O. Box 270046 (Please use P.O. Box for mail correspondence)  
Hartford, WI 53027  
Ph: 262-673-9400 | Fax: 262-673-0575  
[www.ewaldauto.com](http://www.ewaldauto.com)



\*\*\*This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission.\*\*\*

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)



**Ewald Automotive Group**

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

**City of Mayville Parks**

**Prepared For: John Wild**

920-583-5816

[jwild@mayvillecity.com](mailto:jwild@mayvillecity.com)

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box



Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)



# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

## Quote Worksheet

	MSRP
Base Price	\$43,235.00
Dest Charge	\$1,795.00
Total Options	\$16,462.00
<b>Subtotal</b>	<b>\$61,492.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$8,648.00)
<b>Subtotal Discount</b>	<b>(\$8,648.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$52,844.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$52,844.00</b>

### Comments:

2023 Ford F150 with Hybrid engine and 5.5' box to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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Data Version: 20085. Data Updated: Aug 1, 2023 8:53:00 PM PDT.

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)



## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | [chrissy.gensch@ewaldauto.com](mailto:chrissy.gensch@ewaldauto.com)

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Standard Equipment

#### Mechanical

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)  
 Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)  
 3.73 Axle Ratio (STD)  
 50-State Emissions System  
 Transmission w/Oil Cooler  
 Electronic Transfer Case  
 Part-Time Four-Wheel Drive  
 72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection  
 157 Amp Alternator  
 Class V Towing Equipment -inc: Hitch and Trailer Sway Control  
 Trailer Wiring Harness  
 3820# Maximum Payload  
 GVWR: 10,000 lb Payload Package  
 HD Shock Absorbers  
 Front Anti-Roll Bar  
 Firm Suspension  
 Hydraulic Power-Assist Steering  
 34 Gal. Fuel Tank  
 Single Stainless Steel Exhaust  
 Auto Locking Hubs  
 Front Suspension w/Coil Springs  
 Solid Axle Rear Suspension w/Leaf Springs  
 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

#### Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)  
 Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)  
 Regular Box Style  
 Steel Spare Wheel  
 Spare Tire Stored Underbody w/Crankdown

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.





## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Exterior

Clearcoat Paint  
 Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks  
 Black Rear Step Bumper  
 Black Side Windows Trim and Black Front Windshield Trim  
 Black Door Handles  
 Black Manual Side Mirrors w/Manual Folding  
 Manual Extendable Trailer Style Mirrors  
 Fixed Rear Window  
 Light Tinted Glass  
 Variable Intermittent Wipers  
 Aluminum Panels  
 Black Grille  
 Tailgate Rear Cargo Access  
 Manual Tailgate/Rear Door Lock  
 Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off  
 Cargo Lamp w/High Mount Stop Light

### Entertainment

Radio w/Seek-Scan and Clock  
 Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers  
 Fixed Antenna  
 SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port  
 2 LCD Monitors In The Front

### Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement  
 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement  
 Manual Tilt/Telescoping Steering Column  
 Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer  
 FordPass Connect 4G Mobile Hotspot Internet Access

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Data Version: 20085. Data Updated: Aug 1, 2023 8:53:00 PM PDT.



# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

## Interior

- Manual Air Conditioning
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Manual 1st Row Windows
- Driver Information Center
- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- Securilock Anti-Theft Ignition (pats) Immobilizer
- Air Filtration

## Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

## Safety-Exterior

- Side Impact Beams

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)



## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags  
 Tire Specific Low Tire Pressure Warning  
 Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch  
 Safety Canopy System Curtain 1st Row Airbags  
 Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute  
 Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters  
 Back-Up Camera

### WARRANTY

Basic Years: 3  
 Basic Miles/km: 36,000  
 Drivetrain Years: 5  
 Drivetrain Miles/km: 60,000  
 Corrosion Years: 5  
 Corrosion Miles/km: Unlimited  
 Roadside Assistance Years: 5  
 Roadside Assistance Miles/km: 60,000

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Selected Model and Options

MODEL		
CODE	MODEL	MSRP
F2B	2022 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box	\$43,235.00

COLORS	
CODE	DESCRIPTION
Z1	Oxford White

ENGINE		
CODE	DESCRIPTION	MSRP
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)	\$0.00

OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00

AXLE RATIO		
CODE	DESCRIPTION	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00

WHEELS		
CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

TIRES		
CODE	DESCRIPTION	MSRP
TBM	Tires: LT245/75R17E BSW A/T -inc: Spare may not be the same as road tire	\$165.00

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

### SEAT TYPE

CODE	DESCRIPTION	MSRP
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$100.00

### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, Note restrictions apply; see supplemental reference or body builders layout book for details, May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Dual battery (86M) recommended w/6.2L or 7.3L gasoline engines; see body builders layout book for details	\$250.00
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$1,100.00
96V	XL Value Package -inc: Bright Chrome Hub Covers & Center Ornaments, Steering Wheel-Mounted Cruise Control, Chrome Front Bumper, Chrome Rear Step Bumper	\$395.00

### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$300.00
86M	Dual 78 AH Battery	\$210.00

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)

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 Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
18B	Platform Running Boards	\$320.00
43B	Fixed Rear-Window w/Defrost	\$60.00
592	LED Roof Clearance Lights	\$95.00
85G	Tailgate Step & Handle	\$375.00
924	Privacy Glass	\$0.00

### ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
19Z	4G LTE Wi-Fi Hotspot Removal *CREDIT*	(\$20.00)

### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00

### CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	HAS BOSS STAINLESS STEEL V-DXT PLOW INSTALLED	\$12,417.00
	<b>Options Total</b>	<b>\$16,462.00</b>

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$43,235.00
Total Options	\$16,462.00
Vehicle Subtotal	\$59,697.00
Destination Charge	\$1,795.00
<b>Grand Total</b>	<b>\$61,492.00</b>

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT

**Anastasia Gonstead**

---

**From:** John Wild  
**Sent:** Thursday, August 3, 2023 12:25 PM  
**To:** Anastasia Gonstead  
**Subject:** Fw: Mileage on 2022

---

**From:** Chrissy Gensch <chrissy.gensch@ewaldauto.com>  
**Sent:** Wednesday, August 2, 2023 1:07 PM  
**To:** John Wild <jwild@mayvillecity.com>  
**Subject:** Mileage on 2022

John,

Mileage on the 2022 is only 329. Which is probably only from transporting it from Monroe truck to us.

Chrissy

**Chrissy Gensch**  
Municipal Sales Manager | Ewald Automotive Group  
2570 E. Sumner St.  
P.O. Box 270046 (Please use P.O. Box for mail correspondence)  
Hartford, WI 53027  
Ph: 262-673-9400 | Fax: 262-673-0575  
[www.ewaldauto.com](http://www.ewaldauto.com)



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Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)



### Anastasia Gonstead

**From:** John Wild  
**Sent:** Thursday, August 3, 2023 12:25 PM  
**To:** Anastasia Gonstead  
**Subject:** Fw: Corrected F250  
**Attachments:** Mayville Parks '22 Stock F250 Plow.pdf

**From:** Chrissy Gensch <chrissy.gensch@ewaldauto.com>  
**Sent:** Wednesday, August 2, 2023 1:03 PM  
**To:** John Wild <jwild@mayvillecity.com>  
**Subject:** Corrected F250

John,

Here's the corrected F250 one. Price is the same, I just corrected the paragraph under the signature lines. I hadn't changed it from the last quote I had done.

Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
<b>Total Sales Price</b>	<b>\$52,844.00</b>

**Comments:**

F14875 Stock 2022 Ford F250 with Plow to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

Let me know if you have any questions.

**Chrissy**

**Chrissy Gensch**  
Municipal Sales Manager | Ewald Automotive Group  
2570 E. Sumner St.  
P.O. Box 270046 (Please use P.O. Box for mail correspondence)  
Hartford, WI 53027  
Ph: 262-673-9400 | Fax: 262-673-0575  
[www.ewaldauto.com](http://www.ewaldauto.com)



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Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)



## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

# City of Mayville Parks

Prepared For: John Wild

920-583-5816

[jwild@mayvillecity.com](mailto:jwild@mayvillecity.com)

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box



Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)



# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$43,235.00
Dest Charge	\$1,795.00
Total Options	\$16,462.00
<b>Subtotal</b>	<b>\$61,492.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$8,648.00)
<b>Subtotal Discount</b>	<b>(\$8,648.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$52,844.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$52,844.00</b>

**Comments:**

F14975 Stock 2022 Ford F250 with Plow to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Standard Equipment

#### Mechanical

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)  
 Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)  
 3.73 Axle Ratio (STD)  
 50-State Emissions System  
 Transmission w/Oil Cooler  
 Electronic Transfer Case  
 Part-Time Four-Wheel Drive  
 72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection  
 157 Amp Alternator  
 Class V Towing Equipment -inc: Hitch and Trailer Sway Control  
 Trailer Wiring Harness  
 3820# Maximum Payload  
 GVWR: 10,000 lb Payload Package  
 HD Shock Absorbers  
 Front Anti-Roll Bar  
 Firm Suspension  
 Hydraulic Power-Assist Steering  
 34 Gal. Fuel Tank  
 Single Stainless Steel Exhaust  
 Auto Locking Hubs  
 Front Suspension w/Coil Springs  
 Solid Axle Rear Suspension w/Leaf Springs  
 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

#### Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)  
 Tires: LT245/75R17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)  
 Regular Box Style  
 Steel Spare Wheel  
 Spare Tire Stored Underbody w/Crankdown

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Exterior

Clearcoat Paint  
 Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks  
 Black Rear Step Bumper  
 Black Side Windows Trim and Black Front Windshield Trim  
 Black Door Handles  
 Black Manual Side Mirrors w/Manual Folding  
 Manual Extendable Trailer Style Mirrors  
 Fixed Rear Window  
 Light Tinted Glass  
 Variable Intermittent Wipers  
 Aluminum Panels  
 Black Grille  
 Tailgate Rear Cargo Access  
 Manual Tailgate/Rear Door Lock  
 Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off  
 Cargo Lamp w/High Mount Stop Light

### Entertainment

Radio w/Seek-Scan and Clock  
 Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers  
 Fixed Antenna  
 SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port  
 2 LCD Monitors In The Front

### Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement  
 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement  
 Manual Tilt/Telescoping Steering Column  
 Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer  
 FordPass Connect 4G Mobile Hotspot Internet Access

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## Ewald Automotive Group

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Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Interior

Manual Air Conditioning  
 Illuminated Locking Glove Box  
 Interior Trim -inc: Chrome Interior Accents  
 Full Cloth Headliner  
 Urethane Gear Shifter Material  
 HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar  
 Day-Night Rearview Mirror  
 Passenger Visor Vanity Mirror  
 2 12V DC Power Outlets  
 Front Map Lights  
 Fade-To-Off Interior Lighting  
 Full Vinyl/Rubber Floor Covering  
 Pickup Cargo Box Lights  
 Smart Device Remote Engine Start  
 Instrument Panel Covered Bin and Dashboard Storage  
 Manual 1st Row Windows  
 Driver Information Center  
 Trip Computer  
 Outside Temp Gauge  
 Analog Appearance  
 Seats w/Vinyl Back Material  
 Manual Adjustable Front Head Restraints  
 Securilock Anti-Theft Ignition (pats) Immobilizer  
 Air Filtration

### Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)  
 ABS And Driveline Traction Control

### Safety-Exterior

Side Impact Beams

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Back-Up Camera

### WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Selected Model and Options

#### MODEL

CODE	MODEL	MSRP
F2B	2022 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box	\$43,235.00

#### COLORS

CODE	DESCRIPTION
Z1	Oxford White

#### ENGINE

CODE	DESCRIPTION	MSRP
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)	\$0.00

#### TRANSMISSION

CODE	DESCRIPTION	MSRP
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)	\$0.00

#### OPTION PACKAGE

CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00

#### AXLE RATIO

CODE	DESCRIPTION	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00

#### WHEELS

CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

#### TIRES

CODE	DESCRIPTION	MSRP
TBM	Tires: LT245/75R17E BSW A/T -inc: Spare may not be the same as road tire	\$165.00

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

### SEAT TYPE

CODE	DESCRIPTION	MSRP
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$100.00

### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, Note restrictions apply; see supplemental reference or body builders layout book for details, May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Dual battery (86M) recommended w/6.2L or 7.3L gasoline engines; see body builders layout book for details	\$250.00
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and Inclinaton/intrusion sensors, Power Locks, Remote Keyless Entry, Traller Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$1,100.00
96V	XL Value Package -inc: Bright Chrome Hub Covers & Center Ornaments, Steering Wheel-Mounted Cruise Control, Chrome Front Bumper, Chrome Rear Step Bumper	\$395.00

### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$300.00
86M	Dual 78 AH Battery	\$210.00

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
18B	Platform Running Boards	\$320.00
43B	Fixed Rear-Window w/Defrost	\$60.00
592	LED Roof Clearance Lights	\$95.00
85G	Tailgate Step & Handle	\$375.00
924	Privacy Glass	\$0.00

### ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
19Z	4G LTE Wi-Fi Hotspot Removal *CREDIT*	(\$20.00)

### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00

### CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	HAS BOSS STAINLESS STEEL V-DXT PLOW INSTALLED	\$12,417.00
<b>Options Total</b>		<b>\$16,462.00</b>

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$43,235.00
Total Options	\$16,462.00
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<b>Grand Total</b>	<b>\$61,492.00</b>

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**Anastasia Gonstead**

**From:** John Wild  
**Sent:** Thursday, August 3, 2023 12:24 PM  
**To:** Anastasia Gonstead  
**Subject:** Fw: Stock 2023 F250 Plow  
**Attachments:** Mayville Parks '23 Stock F250 Plow.pdf

---

**From:** Chrissy Gensch <chrissy.gensch@ewaldauto.com>  
**Sent:** Wednesday, August 2, 2023 12:59 PM  
**To:** John Wild <jwild@mayvillecity.com>  
**Subject:** Stock 2023 F250 Plow

John,

Here's the 2023 F250 quote. Sale price jumps to \$61,975.

<https://www.ewaldshartfordford.com/new-Hartford-2023-Ford-F+250SD-XL-1FTBF2BAXPEC46642>

I'm going to resend you the 2022 quote, I forgot to change the paragraph on page 2 under the signature lines to show the stock number and 2022 model year.

Chrissy

**Chrissy Gensch**  
Municipal Sales Manager | Ewald Automotive Group  
2570 E. Sumner St.  
P.O. Box 270046 (Please use P.O. Box for mail correspondence)  
Hartford, WI 53027  
Ph: 262-673-9400 | Fax: 262-673-0575  
[www.ewaldauto.com](http://www.ewaldauto.com)



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**Ewald Automotive Group**

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

**City of Mayville Parks**

Prepared For: John Wild

920-583-5816

[jwild@mayvillecity.com](mailto:jwild@mayvillecity.com)

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box



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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$46,760.00
Dest Charge	\$1,995.00
Total Options	\$16,299.00
<b>Subtotal</b>	<b>\$65,054.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$3,079.00)
<b>Subtotal Discount</b>	<b>(\$3,079.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$61,975.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$61,975.00</b>

### Comments:

HG26623 Stock 2023 Ford F250 with Plow to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)



## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Standard Equipment

#### Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)

3.73 Axle Ratio (STD)

GVWR: 10,000 lb Payload Package

50-State Emissions System

Transmission w/Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

160 Amp Alternator

Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control

Trailer Wiring Harness

3814# Maximum Payload

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

#### Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

Regular Box Style

Steel Spare Wheel

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.





## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown  
 Clearcoat Paint  
 Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks  
 Black Rear Step Bumper  
 Black Side Windows Trim and Black Front Windshield Trim  
 Black Door Handles  
 Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator  
 Manual Extendable Trailer Style Mirrors  
 Fixed Rear Window  
 Light Tinted Glass  
 Variable Intermittent Wipers  
 Aluminum Panels  
 Black Grille  
 Tailgate Rear Cargo Access  
 Tailgate/Rear Door Lock Included w/Power Door Locks  
 Boxside Steps  
 Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off  
 Cargo Lamp w/High Mount Stop Light  
 Perimeter/Approach Lights

### Entertainment

Radio w/Seek-Scan, Clock and Speed Compensated Volume Control  
 Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers  
 Fixed Antenna  
 SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual  
 2 LCD Monitors In The Front

### Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement  
 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement  
 Manual Tilt/Telescoping Steering Column

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Interior

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 5G Mobile Hotspot Internet Access

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Driver Information Center

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints

Securilock Anti-Theft Ignition (pats) Immobilizer

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Interior

2 12V DC Power Outlets

Air Filtration

### Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

### Safety-Exterior

Side Impact Beams

### Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Back-Up Camera

### WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Data Version: 20085. Data Updated: Aug 1, 2023 8:53:00 PM PDT.



## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### Selected Model and Options

MODEL		
CODE	MODEL	MSRP
F2B	2023 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box	\$46,760.00

COLORS	
CODE	DESCRIPTION
Z1	Oxford White

ENGINE		
CODE	DESCRIPTION	MSRP
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
44F	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)	\$0.00

OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00

AXLE RATIO		
CODE	DESCRIPTION	MSRP
X4M	Electronic-Locking w/4.30 Axle Ratio	\$430.00

WHEELS		
CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

TIRES		
CODE	DESCRIPTION	MSRP
TBM	Tires: LT245/75Rx17E BSW A/T -inc: Spare may not be the same as road tire	\$165.00

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

### SEAT TYPE

CODE	DESCRIPTION	MSRP
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00

### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Note 3: Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see body builders layout book for details	\$250.00
96V	XL Chrome Package -inc: Halogen Fog Lamps, Bright Chrome Hub Covers & Center Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper, BoxLink, 4 premium locking cleats and interface brackets	\$225.00

### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
41H	Engine Block Heater -inc: grille cover	\$100.00
67B	410 Amp Dual Alternators -inc: 250 Amp + 160 Amp	\$115.00
76S	Remote Start System	\$250.00
86M	Dual 68 AH/65 AGM Batteries	\$210.00

### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	\$320.00

### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
43C	120V/400W Outlet -inc: 1 in-dash mounted outlet	\$175.00
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00

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## Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

### CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	HAS BOSS V-DXT STAINLESS STEEL PLOW INSTALLED	\$13,894.00
	<b>Options Total</b>	<b>\$16,299.00</b>

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$46,760.00
Total Options	\$16,299.00
Vehicle Subtotal	\$63,059.00
Destination Charge	\$1,995.00
<b>Grand Total</b>	<b>\$65,054.00</b>

Attachment: Parks Truck Information (5103 : Discuss, with Possible Action, Available 2022 F250 6.2L V8 Gas Truck)

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 Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



15 South School Street, PO Box 273, Mayville WI 53050  
 Phone: 920.387.7900 Fax: 920.387.7919  
[WWW.MAYVILLECITY.COM](http://WWW.MAYVILLECITY.COM)

June 20, 2023

**Conditional Use Request – 225 Breckenridge Street**  
**Parcel No. 251-1216-2312-013**

To Whom It May Concern:

Please be advised that a Conditional Use Permit has been applied for with the City of Mayville for 225 Breckenridge Street/Parcel No. 251-1216-2312-013. As you are an owner of a property that is adjacent, you are being directly notified of this request. A copy of the application is enclosed for your reference. There will a public hearing during the July 10, 2023 Planning Commission meeting, 5:00 PM, Mayville City Hall – 15 S School Street. You have a right to attend this hearing to add any input.

Thank you for your attention to this matter.

Sincerely,

Anastasia Gonstead  
 City Clerk  
 City of Mayville  
[cityclerk@mayvillecity.com](mailto:cityclerk@mayvillecity.com)  
 15 S School St, Mayville, WI 53050  
 (P) 920-387-7900 ext 1203  
 (F) 920-387-7919

Enclosure(s)

cc: Nicholas Chikowski (Planning/Engineering) – Via Email



PAID

JUN 09 2023

CITY OF MAYVILLE

CITY OF MAYVILLE  
CONDITIONAL USE PERMIT APPLICATION

INSTRUCTIONS

Applications are to be filed with the Building Inspector, and he/she shall refuse applications that are not complete or that are not legible.

NAMES AND ADDRESSES

Applicant: Matthew Schellinger

Owner of the Site: Matthew Schellinger

Architect or Engineer: \_\_\_\_\_

Contractor: \_\_\_\_\_

Property Owners Adjacent and Opposite: \_\_\_\_\_

Steve Roeker 215 Breckenridge St, Mayville

Jean Pieper 368 N John St, Mayville

DESCRIPTION OF SUBJECT SITE

Address: 231 Breckenridge St Parcel No. 251-1216-2312-01

Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_

Metes and Bounds description: W 3 RDS 49.5' of E 1/2 LOTS 23 & 24

BLK 27 Towers ADD B-3 NEIGHBORHOOD BOSS

Zoning District Classification ~~G2~~ Neighborhood District

Description of Existing Operation or Use: garage steel structure building

Description of Proposed Operation or Use: Small business fitness center

Attachment: Planning - 06202023 Mailings, Schellinger Conditional Use Permit (1) (5076 : Discuss, with Possible Action, the Recommendation

Number of Employees: 0  
Type of Improvement: Adding water and sewage

**ATTACHMENTS**

The following items shall be attached to this application:

**PLAT OF SURVEY** prepared by a registered land surveyor showing location, elevations, uses, and size of the following: subject site, existing and proposed structures, existing, and proposed easements, streets and other public ways, off street parking, loading areas and driveways, existing highway access restrictions, existing and proposed street side and rear yards. In addition, the survey shall show the location elevation and use of any abutting lands and their structures within forty (40) feet of the subject site.

**PROPOSED DEWAGE DISPOSAL PLAN** if municipal sewerage service is not available. This plan should be prepared after consultation with the Mayville Water and Wastewater Utilities Director and shall be approved by an Engineer registered in the State of Wisconsin who shall certify in writing that satisfactory, adequate, and safe sewage disposal is possible on the site as proposed by the plan in accordance with applicable local, county, and state regulations.

**PROPOSED WATER SUPPLY PLAN** if municipal water service is not available. This plan shall be prepared after consultation with the Mayville Water and Wastewater Utilities Director and shall be approved by an Engineer registered in the State of Wisconsin, who shall certify in writing that an adequate and safe supply of water will be provided.

**ADDITIONAL INFORMATION** as may be required by the Planning Commission, Extraterritorial Zoning Commission or Building Inspector.

**REASON FOR REQUESTING A CONDITIONAL USE**

To open my business

Attachment: Planning - 06202023 Mailings, Schellinger Conditional Use Permit (1) (5076 : Discuss, with Possible Action, the Recommendation

CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true to the best of my knowledge and belief.

Applicant [Signature]  
(signature)

Address 231 Breckenridge Street

City, State, Zip Mayville, WI 53050

Date 4-19-2023

Date application Filed: 4/19/23

Fee Submitted 6/9/23

\*\*\*\*\*

Dates Notice Published 6/28/23 7/5/23

Dates Notice Mailed 6/20/23

Public Hearing Date 7/10/23

APPROVAL OR REFUSAL

Date Permit (Issued, Denied) \_\_\_\_\_

Building Inspector \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

(Attach applicable minutes)

NOTES:

PERMIT MAY BE REVOKED without notice if misrepresentation of any of the above information or attachments is found to exist.

PERMIT IS NULL AND VOID if issued in error. It is understood that any permit issued on this application will not grant any right or privilege to erect any structure or to use any premises for any purpose that is prohibited by the Zoning Ordinance or any other state or local laws.

CHANGES in the plans or specifications submitted in the original application shall not be made without prior written approval of the Zoning Administrator.

Attachment: Planning - 06202023 Mailings, Schellinger Conditional Use Permit (1) (5076 : Discuss, with Possible Action, the Recommendation

**Dodge County, WI**

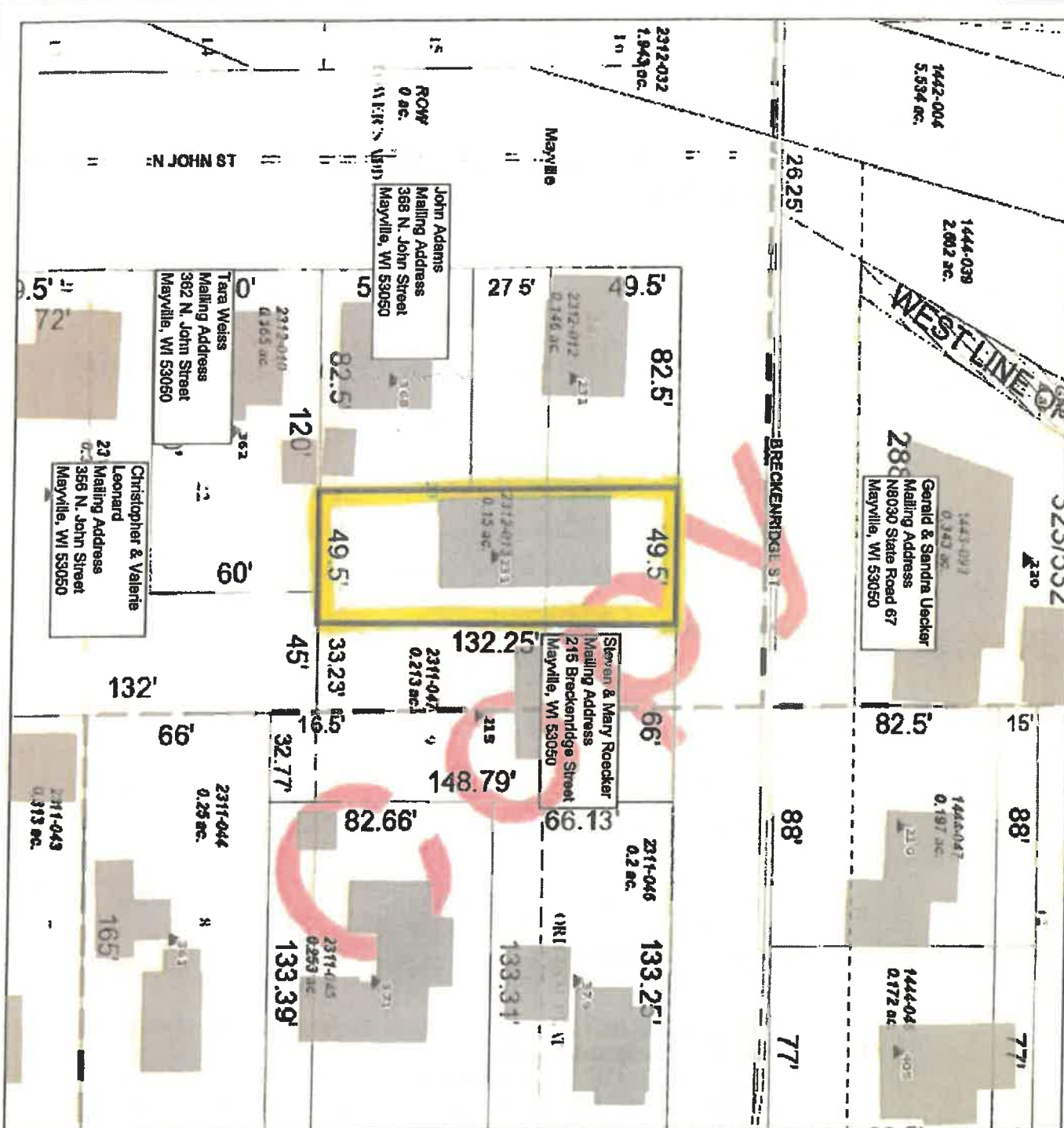
**Legend**

- Parcels
- Parcel Labels
- CSIM Boundaries
- CSIM Lots
- Sub and Condo Lots
- Subdivisions and Condo Boundaries
- Encouragements
- ROW
- Address Points
- Address Labels
- Driveways
- Building Footprints
- Misc Lines
- Cities and Villages (scale below 300)
- Towns
- Sections
- State Roads
- County Roads
- Fodderl Roads
- Interstates
- Centerline
- Lakes and Rivers
- Horizon Marsh
- Surrounding Counties



**DISCLAIMER:** This map is not guaranteed to be accurate, correct, current, or complete and consultants drawn are the responsibility of the user.

Auto	
Scale	1" = 100'
North Arrow	



**CONDITIONAL USE HEARING  
PUBLIC NOTICE  
CITY OF MAYVILLE**

The City of Mayville Planning Commission will meet on July 10, 2023 at 5:00 p.m. at the Mayville City Hall, 15 South School Street, Mayville, Wisconsin, to consider the request of Matthew Schellinger, to use his garage/steel structure building for his martial arts business located at 225 Breckenridge Street in the City of Mayville. Parcel #251-1216-2341-030. Zoning of the property is B-3, Neighborhood Business.

Any persons wishing to be heard are invited to attend.

John Guinn, Mayor  
Chairman of Planning Commission

Published June 28, 2023 & July 5, 2023

Copy

Attachment: Planning - 06202023 Mailings, Schellinger Conditional Use Permit (1) (5076 : Discuss, with Possible Action, the Recommendation

GERALD & SANDRA UECKER  
N8030 ST RD 67  
MAYVILLE WI 53050

STEVEN & MARY ROECKER  
215 BRECKENRIDGE ST  
MAYVILLE WI 53050

JOHN ADAMS  
368 N JOHN ST  
MAYVILLE WI 53050

TARA WEISS  
362 N JOHN ST  
MAYVILLE WI 53050

CHRISTOPHER & VALERIE  
LEONARD  
356 N JOHN ST  
MAYVILLE WI 53050

Attachment: Planning - 06202023 Mailings, Schellinger Conditional Use Permit (1) (5076 : Discuss, with Possible Action, the Recommendation



15 South School Street, PO Box 273, Mayville WI 53050  
 Phone: 920.387.7900 Fax: 920.387.7919  
[WWW.MAYVILLECITY.COM](http://WWW.MAYVILLECITY.COM)

June 20, 2023

**Conditional Use Request – 225 Breckenridge Street**  
**Parcel No. 251-1216-2312-013**

Dear Mr. Schellinger:

Please be advised the Conditional Use Permit you have applied for with the City of Mayville for 225 Breckenridge Street/Parcel No. 251-1216-2312-013 will have a public hearing during the July 10, 2023 Planning Commission meeting, 5:00 PM, Mayville City Hall – 15 S School Street. Please be in attendance for this meeting.

Thank you for your attention to this matter.

Sincerely,



Anastasia Gonstead

City Clerk

City of Mayville

[cityclerk@mayvillecity.com](mailto:cityclerk@mayvillecity.com)

15 S School St, Mayville, WI 53050

(P) 920-387-7900 ext 1203

(F) 920-387-7919

cc: Nicholas Chikowski (Planning/Engineering) – Via Email

Attachment: Planning - 06202023 Mailings, Schellinger Conditional Use Permit (1) (5076 : Discuss, with Possible Action, the Recommendation

**CONDITIONAL USE HEARING  
PUBLIC NOTICE  
CITY OF MAYVILLE**

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Any persons wishing to be heard are invited to attend.

John Guinn, Mayor  
Chairman of Planning Commission

Published June 28, 2023 & July 5, 2023

Attachment: Planning - Conditional Use Hearing Public Notice (5076 : Discuss, with Possible Action, the Recommendation to Approve the



## North Third of Leona Street Vacation

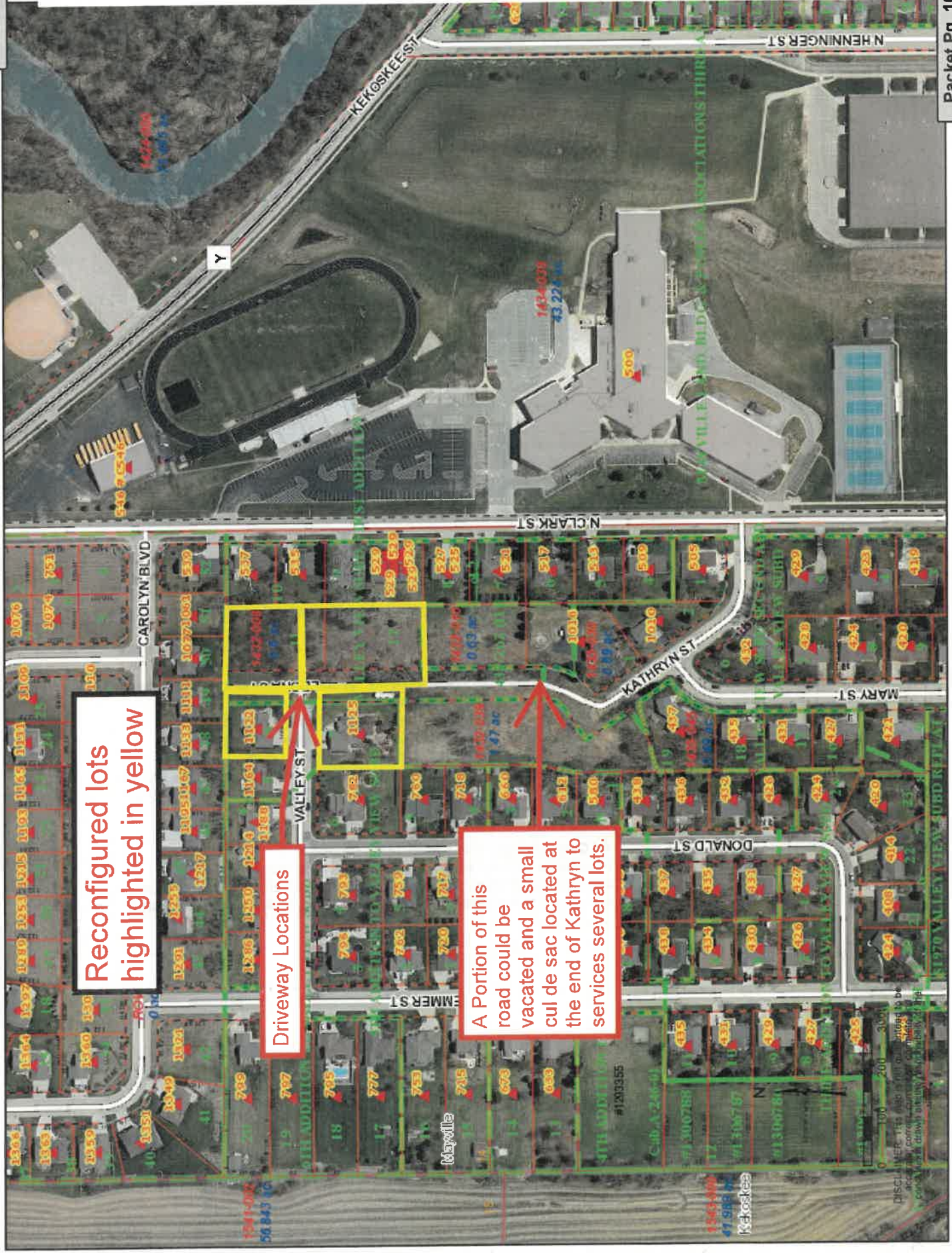
We are requesting conditional approval from the Planning Committee for the vacation of Leonna Street with the street lands being allocated to adjacent land owners on a pro-rata basis. Additionally we are asking for two driving entrances to serve two lots at the eastern end of Valley Street. See the attached sketch.

With conditional approval of the Planning Committee the City can review the process and costs.



Roadway Area to be vacated in blue

Driveway Locations



Reconfigured lots highlighted in yellow

Driveway Locations

A portion of this road could be vacated and a small cul de sac located at the end of Kathryn to services several lots.

## VACATIONS

### PROCESS

#### Application

The circuit court of the county in which the subdivision plat (plat) or Certified Survey Map (CSM) is located may vacate or alter, all or part of, a recorded plat or CSM when:

- The owner of the plat or CSM or the owner of any lot therein applies to the circuit court for a vacation.
- The county board applies to the circuit court if the county has any interest in the subdivision plat or CSM or any lot therein by tax deed.

s. 236.40 &  
s. 236.34 (4),  
Wis. Stats

A recorded plat may be replatted under s. 236.36 without undertaking the court proceedings set forth in 236.40, 236.41 and 236.42, when the replat complies with the requirements of ch. 236 applicable to original plats and does not alter areas dedicated to the public. (58 Atty. Gen. 145)

#### Notice

Notice of the application for the vacation or alteration of a plat or CSM must be given at least 3 weeks before the application is submitted to the circuit court by:

- Posting the written notice in at least 2 of the most public places in the county; **and**
- Publishing a "Class 3 Notice" as per Ch. 985 Wis. Stats. (see example this section); **and**
- Serving notice to the municipality or town (and county if population exceeds 500,000) in the manner required for the service of a summons in the circuit court; **and**
- Mailing a copy of the notice to the owners of record of all the lots in the plat or CSM or the part thereof proposed to be vacated or altered at their last known address.

s. 236.41, Wis.  
Stats.

**A "Class 3 Notice" requires "3 Insertions".**  
*Insertion is defined as "once per week, for the required number of weeks (3, for a class 3 notice), the last of which shall be at least one week prior to the meeting or event, unless otherwise specified by law"*

# VACATIONS

## PROCESS

### Orders

s. 236.42, Wis. Stats.

The circuit court may grant an order vacating or altering a plat or CSM or part thereof after:

- Receiving proof that the notices required by s. 236.41, Stats., have been given; *and*
- Hearing from all interested parties.

s. 236.42 (1) (a&b), Wis. Stats.

The circuit court may grant an order vacating or altering a plat or CSM or part thereof except for:

- Areas dedicated to and accepted by the public for public use (except as provided in s. 236.43, Stats., next page).
- Alleys at the rear of lots fronting on county or state trunk highways without the prior approval of the county board or the Department of Transportation.

*Whenever any public roadway or public land is vacated or discontinued, the easements and restrictions over the described land continue.*

*If easements and restrictions are to be released, a "written release," by the public body or utility having the right of enforcement, must be made part of the vacation or discontinuance.*

*The "written release" must be referenced in the resolution, ordinance or court order.*

# VACATIONS

## PROCESS

### Areas dedicated to the public

s. 236.43, Wis. Stats.

The circuit court may vacate streets and roads if:

- The plat or CSM was recorded 40 years before the application is filed; **and**
- The streets and roads were never improved; **and**
- The streets and roads are not necessary to reach platted property; **and**
- All of the owners of land in the plat or CSM or part thereof sought to be vacated, and the municipality or town in which the street or road is located, have all joined the application for vacation.

The circuit court may vacate platted public parks and public land in a city, village or town if:

- The land was never developed or used by the municipality or town for a park or public area so designated on the plat; **and**
- The municipality or town files an application for vacation with the circuit court.

s. 236.16 (3), Wis. Stats

**Public access to navigable water** established under Ch. 236, Wis. Stats. may only be vacated by circuit court action.

*Section 236.36 permits the replat of a part of a previously recorded subdivision plat, without circuit court action, when the only areas dedicated to the public in that portion of the original subdivision being replatted, were discontinued streets fully and properly vacated under s. 66.1003. (63 Atty. Gen. 210)*

## VACATIONS

### EXAMPLE OF CLASS 3 PUBLIC NOTICE FOR VACATION OF PUBLIC ACCESS

#### NOTICE - TOWN OF FRANCE

The APPLICATION FOR VACATION OF THE PUBLIC ACCESS TO LAKE HAWKINS located in the Second Addition to Yokum Cove, Town of France, Kickapoo County, Wisconsin will be on file in the Town Hall, 123 Jubilation Drive, telephone 987-3456, and the United States Post Office, Village of Dogpatch, telephone 987-7890, for a period of 30 days commencing January 2, 2000 for public inspection in accordance with Section 236.41, Wis. Stats. Persons interested in inspecting this application may do so Monday through Friday from 7:45 a.m. to 11:30 a.m. and from 12:30 p.m. through 4:00 p.m., after which the application for vacation will be presented to the Town Board of the Town of France on February 2, 2000 to hear all interested parties and act on a resolution authorizing said vacation. Following the passage of said resolution the matter will be presented to the Circuit Court of the County of Kickapoo for the hearing of all interested parties and the order of vacation.

Sam Sickleblade Town Chair, Town of France

Charlie Augerhandle, Clerk Town of France

Publish: January 2, 2000

# VACATIONS

## SAMPLE VACATION RESOLUTION

### RESOLUTION AND ORDER VACATING UNPAVED ALLEY

RE: Vacation of a portion of an unpaved alley located within Block One (1) of the First Addition to the Village of Stone Lake

This matter came on for hearing on the 13<sup>th</sup> day of September, 2005 before the Town Board of the Town of Sand Lake, and the petitioner appearing in person and by Ward Wm. Winton, his attorney.

The Town having filed its Findings of Fact and Conclusions of Law.

NOW, THEREFORE, the Town adopts the following resolution and order:

RESOLVED; The application for vacation of unpaved alley submitted to the Town of Sand Lake by Steven A. Friendshuh, petitioner, dated August 3, 2005, be and is hereby granted; and,

The following alley, pursuant to the provisions of Section 66.1003(3) and 66.1003(7), Wis. Stats., be and is hereby vacated this 13<sup>th</sup> day of September, 2005:

The unpaved alley which bisects Block One (1) of the First Addition to the Village of Stone Lake, according to the Plat of Survey of said alley and abuts on Lots One (1) through Twelve (12), Block One (1), inclusive. Said alley is located entirely within Block One (1) of the First Addition to the Village of Stone Lake, and is further located within Section Nineteen (19), Township Thirty-nine (39) North, Range Nine (9) West.

A copy of the Plat of Survey of said alley and Block One (1) are attached hereto and made a part hereof, and are incorporated herein by reference.

Dated this 13<sup>th</sup> day of September, 2005.

*Elaine Nyberg*  
Elaine Nyberg, Clerk  
Town of Sand Lake

State of Wisconsin )  
                                  ) ss.  
Sawyer County:          )

Personally came before me this 13<sup>th</sup> day of September, 2005, the above named Elaine Nyberg, to me known to be the person who executed the foregoing instrument and acknowledged the same, and who further certified, as Clerk of the Town of Sand Lake, that the foregoing resolution is a true and correct copy of the resolution passed at the Town meeting of the Town of Sand Lake on September 13, 2005.

*Wm. Winton*  
Ward Wm. Winton  
Notary Public, State of Wisconsin.  
My commission is permanent.



This document dictated by:  
Ward Wm. Winton  
Agency at Law  
State Bar of Wisconsin Member No. 1013466  
P.O. Box 796, 15842 West Street Street  
Hayward WI 54843  
715/634-4450

PAULA CHISSER SAWYER COUNTY, WI REGISTER OF DEEDS	
333475	
09/15/2005 2:20 PM	
RECORDING FEE	13.00
Pages	2
WARD WM. WINTON, ATTY 13 P.O. Box 796 Hayward, WI 54843	
Parcel Identification No. 026-191-61 0100 This is or was homestead property.	

Attachment: Planning - ROW Vacation process (5005 : Discuss, with Possible Action, Recommendation to Vacate Northern Portion of Leona



# VACATIONS

## A GUIDE TO VACATING A PUBLIC DEDICATION WITHIN RECORDED SUBDIVISION PLAT OR CSM

- 1) Identify area to be vacated.
- 2) Identify owners affected by proposed vacation.
- 3) Contact local unit of government (usually Corporation Counsel) in which proposed vacation lies.
- 4) Draft application for vacation of public area:
  - A. Assemble evidence that the required conditions have been met and that the proposed vacation complies with statutory provisions.
  - B. Prepare map to exhibit area to be vacated.
  - C. Draft petition for vacation and obtain signatures of owners.
- 5) Present draft application to the local unit of government (usually Corporation Counsel) to be assembled into a resolution for public to view.
- 6) Provide Public Notification in accordance with statutory provisions by:
  - A. Posting notice in at least 2 of the most public places in county.
  - B. Publishing a "Class 3 Notice".
  - C. Serving notice in the form of a summons to the municipality or town.
  - D. Mailing a copy of the written notice to owners of record.
- 7) A minimum of 1 week following the minimum time for public notification, schedule a public hearing with the legislative body of the local unit of government.
- 8) Offer resolution authorizing vacation to local legislative body for adoption.
- 9) If resolution is adopted, present resolution, proof of notification, and other supporting documentation to Circuit Court for that jurisdiction for final hearing and court order.
- 10) Recording Court Order: The Applicant shall record in the office of the Register of Deeds the Court Order and a map showing the part of the plat or CSM being vacated or altered.



15 South School Street, PO Box 273, Mayville WI 53050  
Phone: 920.387.7900 Fax: 920.387.7919  
[WWW.MAYVILLECITY.COM](http://WWW.MAYVILLECITY.COM)

July 25, 2023

JANIELLE M HUFFMAN  
108 LAKECREST DR  
BEAVER DAM WI 53916

Dear Ms. Huffman,

We regret to inform you that, due to the results of your background check, we are suggesting the Common Council deny your application for an operator's license in the City of Mayville. Pursuant to City ordinance, we do have to bring this application in front of our Common Council for consideration. This will occur at the August 14, 2023 Common Council meeting, held at 6PM at Mayville City Hall, 15 S School Street. You do have the right to be present at this meeting.

Sincerely,

Anastasia Gonstead  
City Clerk  
City of Mayville  
cityclerk@mayvillecity.com  
15 S School St, Mayville, WI 53050  
(P) 920-387-7900 ext 1203  
(F) 920-387-7919

Attachment: 07252023 Notification of CC Mtg - Huffmann (5025 : Discuss, with Possible Action, the Operator's License Application of Janielle M

City of Mayville, WI  
Friday, June 16, 2023

## Chapter 430. Zoning

### Article III. General Provisions

#### § 430-25. Accessory uses and detached accessory structures/garages.

[Amended 2-10-2003 by Ord. No. 934-2003]

- A. Accessory uses and detached accessory structures/garages are permitted in the rear yard only. They shall not be closer than 10 feet to the principal structure, shall not occupy more than 15% of the rear yard area, and shall not be closer than three feet to any lot line nor five feet to any alley line. In the R-AA, R-A and R-B Single-Family Districts, R-B-1 Mixed One- and Two-Family District, R-C Two-Family District, RM Multiple-Family District, and B-3 Neighborhood Business District, accessory buildings/garages shall not exceed 18 feet in height. The pitch of the roof of the accessory structure shall not exceed the pitch of the roof of the principal structure unless approved by the Plan Commission.

[Amended 3-8-2004 by Ord. No. 951-2004]

- B. Any detached accessory structure/garage over 144 square feet shall be serviced by a driveway constructed of concrete, asphalt or gravel and contain at least one overhead garage door and must comply with all other provisions of this Code.
- C. Only one detached garage is permitted per residential lot. One utility shed of not more than 144 square feet is allowed in addition to the detached garage.

Attachment: City of Mayville §430.25 Accessory uses and detached accessory structures\_garages\_ (4929 : Discuss, with Possible Action, an

**§ 430-25 Accessory uses and detached accessory structures/garages.**

[Amended 2-10-2003 by Ord. No. 934-2003]

**A.**

Accessory uses and detached accessory structures/garages are permitted in the rear yard only. They shall not be closer than 10 feet to the principal structure, shall not occupy more than 15% of the rear yard area, and shall not be closer than three feet to any lot line nor five feet to any alley line. In the R-AA, R-A and R-B Single-Family Districts, R-B-1 Mixed One- and Two-Family District, R-C Two-Family District, RM Multiple-Family District, and B-3 Neighborhood Business District, accessory buildings/garages shall not exceed 18 feet in height. The pitch of the roof of the accessory structure shall not exceed the pitch of the roof of the principal structure unless approved by the Plan Commission.

[Amended 3-8-2004 by Ord. No. 951-2004]

**B.**

Any detached accessory structure/garage over 144 square feet shall be serviced by a driveway constructed of concrete, asphalt or gravel and contain at least one overhead garage door and must comply with all other provisions of this Code.

**C.**

Only one detached garage is permitted per residential lot. One utility shed of not more than 144 square feet is allowed in addition to the detached garage.

**§ 430-25 Accessory uses and detached accessory structures/garages.**

[Amended 2-10-2003 by Ord. No. 934-2003]

**A. General**

Accessory uses and detached accessory structures/garages are permitted in the rear yard only. They shall not be closer than 10 feet to the principal structure and shall not be closer than three feet to any lot line nor five feet to any alley line. In the R-AA, R-A and R-B Single-Family Districts, R-B-1 Mixed One- and Two-Family District, R-C Two-Family District, RM Multiple-Family District, and B-3 Neighborhood Business District, accessory buildings/garages shall not exceed 18 feet in height. The pitch of the roof of the accessory structure shall not exceed the pitch of the roof of the principal structure unless approved by the Plan Commission.

**B. Detached Garages**

One detached garage is permitted per residential lot and the structure shall be serviced by a driveway constructed of concrete or asphalt. Detached garages must contain at least one overhead door and comply with all other provisions of this code.

**1. Floor Area**

- a. In residential districts R-AA, R-A, R-B, R-B-1, and R-C the floor area of a detached garage shall not exceed 840 square feet for lots .5 acres or less and 1,080 square feet for lots over .5 acres.
- b. In residential multiple-family RM districts the floor area of a detached garage shall not exceed 384 square feet per unit served.

**C. Other Detached Accessory Structures**

In addition to a detached garage, one additional accessory structure is permitted per residential lot. The floor area of an accessory structure shall not exceed 200 square feet.

**D. Combined Square Footage of Accessory Structures**

In residential districts R-AA, R-A, R-B, R-B-1, and R-C, If only one detached building is constructed the maximum allowable size of structures may be combined to permit a larger detached garage.

**E. Modifications to Floor Area**

The maximum floor area of an accessory structure may be modified subject to plan commission approval.

## § 430-25 **Accessory uses and detached accessory structures/garages.**

[Amended 2-10-2003 by Ord. No. 934-2003]

### **A. General**

Accessory uses and detached accessory structures/garages are permitted in the rear yard only. They shall not be closer than 10 feet to the principal structure and shall not be closer than three feet to any lot line nor five feet to any alley line. In the R-AA, R-A and R-B Single-Family Districts, R-B-1 Mixed One- and Two-Family District, R-C Two-Family District, RM Multiple-Family District, and B-3 Neighborhood Business District, accessory buildings/garages shall not exceed 18 feet in height. The pitch of the roof of the accessory structure shall not exceed the pitch of the roof of the principal structure unless approved by the Plan Commission.

### **B. Detached Garages**

One detached garage is permitted per residential lot and the structure shall be serviced by a driveway constructed of concrete or asphalt. Detached garages must contain at least one overhead door and comply with all other provisions of this code.

#### **1. Floor Area**

- a. In residential districts R-AA, R-A, R-B, R-B-1, and R-C the floor area of a detached garage shall not exceed 720 square feet for lots .5 acres or less and 1,080 square feet for lots over .5 acres.
- b. In residential multiple-family RM districts the floor area of a detached garage shall not exceed 384 square feet per unit served.

### **C. Other Detached Accessory Structures**

In addition to a detached garage, one additional accessory structure is permitted per residential lot. The floor area of an accessory structure shall not exceed 200 square feet.

### **D. Combined Square Footage of Accessory Structures**

In residential districts R-AA, R-A, R-B, R-B-1, and R-C, If only one detached building is constructed the maximum allowable size of structures may be combined to permit a larger detached garage.

### **E. Modifications to Floor Area**

The maximum floor area of an accessory structure and driveway requirement may be modified subject to plan commission approval.

**Modification to definitions**

Current: ACCESSORY USE OR STRUCTURE

A use or detached structure subordinate to the principal use of a structure, land or water and located on the same lot or parcel serving a purpose customarily incidental to the principal use or the principal structure.

Proposed:

**Accessory Structure:** A detached structure subordinate to the principal use of a structure, located on the same lot or parcel serving a purpose customarily incidental to the principal use or the principal structure.

**Accessory Use:** A use that is subordinate to the principal use that is located on the same lot.

### Additional amendments to municipal code

Amend sections 430-33 C(2), 430-34 C(5), 430-35 C(2), 430-36 C(2), 430-37 D(2), 430-38 C(2) as follows:

Current: Detached gardening, tool and storage sheds not in excess of 144 square feet, which are incidental to the residential use, not exceeding one per lot.

Proposed: Detached gardening, tool and storage sheds not in excess of **200** square feet, which are incidental to the residential use, not exceeding one per lot.



### Modification to definitions

Current: City Code § 430-9 "Definitions" – ACCESSORY USE OR STRUCTURE

A use or detached structure subordinate to the principal use of a structure, land or water and located on the same lot or parcel serving a purpose customarily incidental to the principal use or the principal structure.

Proposed:

City Code § 430-9 "Definitions"

Accessory Structure ACCESSORY STRUCTURE:

A detached structure subordinate to the principal use of a structure, land or water that is located on the same lot or parcel and serving which serves a purpose customarily incidental to the principal use of the lot or parcel or to the principal structure located on such lot or parcel.

Accessory Use ACCESSORY USE:

A use that is subordinate to the principal use that is located on the same lot of a lot or parcel and which serves a purpose customarily incidental to the principal use of the lot or parcel.

Attachment: Atty Suggestions on Ordinance Modification (4929 : Discuss, with Possible Action, an Amendment to Municipal Code Section 430-

**§ 430-25 Accessory uses and detached accessory structures/garages.**

[Amended 2-10-2003 by Ord. No. 934-2003]

**A. General**

Accessory uses and ~~detached~~ accessory structures/ ~~and detached~~ garages are permitted in the rear yard only. They shall not be closer than 10 feet to the principal structure and shall not be closer than three feet to any lot line nor five feet to any alley line. In the R-AA, R-A and R-B Single-Family Districts, R-B-1 Mixed One- and Two-Family District, R-C Two-Family District, RM Multiple-Family District, and B-3 Neighborhood Business District, accessory ~~buildings/structures and~~ garages shall not exceed 18 feet in height. The pitch of the roof of the accessory structure shall not exceed the pitch of the roof of the principal structure unless approved by the Plan Commission.

**B. Detached Garages**

One detached garage is permitted per residential lot and the structure shall be serviced by a driveway constructed of concrete or asphalt. Detached garages must contain at least one overhead door and comply with all other provisions of this code.

**1. Floor Area**

- a. In residential districts R-AA, R-A, R-B, R-B-1, and R-C the floor area of a detached garage shall not exceed 720 square feet for lots .5 acres or less and 1,080 square feet for lots over .5 acres.
- b. In residential multiple-family RM districts the floor area of a detached garage shall not exceed 384 square feet per unit served.

**C. Other Detached Accessory Structures**

In addition to a detached garage, one additional accessory structure is permitted per residential lot. The floor area of an accessory structure shall not exceed 200 square feet.

**D. Combined Square Footage of Accessory Structures**

In residential districts R-AA, R-A, R-B, R-B-1, and R-C, if only one detached building is constructed the maximum allowable sizes of ~~the accessory structures-structure and detached garage~~ may be combined to permit a larger detached garage.

**E. Modifications**

The maximum floor area of an accessory structure and driveway requirement may be modified subject to plan commission approval. In determining whether to allow a modified maximum floor area, the commission shall consider and apply the following non-exhaustive list factors: the size of the lot, the size and location of other structures on the lot, and any other unique circumstances applicable to the lot, the owners, or the proposed use of the property.

**Commented [NF1]:** Is this subsection D only to allow larger detached garage? So for example, a detached garage of 920 square feet for a lot of 0.5 acres or less (720 square feet detached garage size + 100 square feet accessory structure size), but not an accessory structure of 920 square feet if there is no detached garage.

**Commented [NF2]:** Is this also intended to apply to detached garages, or just accessory structures and driveways? There aren't any specific requirements for the size of the driveway, at least not in this section of the Code.



## Additional amendments to municipal code

Amend sections 430-33 C(2), 430-34 C(5), 430-35 C(2), 430-36 C(2), 430-37 D(2), 430-38 C(2) as follows:

Current: Detached gardening, tool and storage sheds not in excess of 144 square feet, which are incidental to the residential use, not exceeding one per lot.

Proposed: Detached gardening, tool and storage sheds not in excess of **200** square feet, which are incidental to the residential use, not exceeding one per lot.

**Anastasia Gonstead**

**From:** Joe Tillmann  
**Sent:** Tuesday, August 1, 2023 7:26 AM  
**To:** Nolan Franti; Anastasia Gonstead  
**Cc:** Deputy Clerk; Payroll HR; Andrea Kannenberg; rfroh@kunkelengineering.com  
**Subject:** Re: Accessory Structure Revisions

Nolan,

I like the language in E. Thank you for taking the time to read through this and offer improvements to the language.

Respectfully,

Joe Tillmann  
Ward 2 Alderman  
City of Mayville  
(414)202-0604

---

**From:** Nolan Franti <nfranti@getmadden.com>  
**Sent:** Monday, July 31, 2023 5:04 PM  
**To:** Anastasia Gonstead <cityclerk@mayvillecity.com>  
**Cc:** Joe Tillmann <ward2@mayvillecity.com>; Deputy Clerk <deputyclerk@mayvillecity.com>; Payroll HR <payroll.hr@mayvillecity.com>; Andrea Kannenberg <akannenberg@getmadden.com>; rfroh@kunkelengineering.com <rfroh@kunkelengineering.com>  
**Subject:** RE: Accessory Structure Revisions

Good afternoon,

I discussed the proposed changes to the ordinance with Alderman Tillmann last week. As I understand it, there are two primary reasons for the changes: 1) To increase the allowable square footages for these types of detached garages and accessory structure, which were previously being allowed pursuant to variances that were issued, even where the circumstances may not have justified a finding of unnecessary hardship. 2) Clarify some ambiguities in the existing ordinance and related definitions.

I have tried to keep those purposes in mind with these proposed revisions. My proposed revisions to the definitions language in City Code section 430-9 are intended to clarify that a detached structure can be subordinate to either a principal use of an existing structure or a principal use of the land or water that is located on that lot or parcel, and which serves a purpose that is customarily incidental to the principal use of the lot or to the principal structure on that parcel. This is probably a slightly more expansive definition than what was included, but I think it's more consistent with the existing definition within the code before the definition of "Accessory Use or Structure" was separated into definitions for "Accessory Structure" and "Accessory Use." I don't know if an "Accessory Structure" can be the only structure on a parcel or if there has to be a "Principal Structure" before there can be an "Accessory Structure." If there does, maybe these changes are unnecessary.

For the main ordinance, Section 430-25, I've made some minimal proposed revisions to try to keep the terminology consistent throughout. I've also suggested some additional language in subsection E which would allow the Plan Commission to modify the square footage requirements. It's ultimately up to the Council, but my recommendation is usually to at least include some factors to be considered when allowing this kind of open-ended modification.

Attachment: Atty Suggestions on Ordinance Modification (4929 : Discuss, with Possible Action, an Amendment to Municipal Code Section 430-

Otherwise, the Commission can increase the square footage requirements for virtually any reason which could result in approvals that arguably defeat the purpose of the square footage limitations that will be included in the revised ordinance. The Council can use these proposed factors, or add or remove them, as necessary.

I have copied Rob on this email in case he wants to review these proposed changes before they go to the full Council for their review.

If anyone has any questions, please let me know.

Thank you,

Nolan T. Franti

Attorney  
MADDEN LAW GROUP, S.C.  
116 S. Main Street  
Mayville, WI 53050  
Telephone: 920-387-2300  
Fax: 920-387-4428  
[nfranti@getmadden.com](mailto:nfranti@getmadden.com)  
[www.getmadden.com](http://www.getmadden.com)

**PRIVILEGE AND CONFIDENTIALITY NOTICE**

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**From:** Anastasia Gonstead <cityclerk@mayvillecity.com>  
**Sent:** Tuesday, July 25, 2023 4:23 PM  
**To:** Nolan Franti <nfranti@getmadden.com>  
**Cc:** Joe Tillmann <ward2@mayvillecity.com>; Deputy Clerk <deputyclerk@mayvillecity.com>; Payroll HR <payroll.hr@mayvillecity.com>; Andrea Kannenberg <akannenberg@getmadden.com>  
**Subject:** RE: Accessory Structure Revisions

There was not an overwhelming amount of discussion, more so the history – that this came to surface as it is a common variance request and, historically, the Zoning Board of Appeals have just been approving them despite, generally, it not causing any sort of hardship. If you would have questions or need more context, I think it would be far more time efficient to have a discussion with Ald. Tillmann, as he has taken the reins on this matter.

His phone number is 414-202-0604.

Sincerely,

*Anastasia Gonstead*

City Clerk  
City of Mayville  
PO Box 273  
15 S School St, Mayville, WI 53050  
(P) 920-387-7900 ext 1203

Attachment: Atty Suggestions on Ordinance Modification (4929 : Discuss, with Possible Action, an Amendment to Municipal Code Section 430-