

FINANCE COMMITTEE**JANUARY 23, 2023**

The meeting was called to order at 6:24 PM by Chair Bob Smith with the following roll call:

Attendee Name	Title	Status	Arrived
Bob Smith	Chair	Present	
Joseph Riese	Aldersperson	Present	
Roger Smith	Aldersperson	Present	

Also present Alderspersons Kim Olson and Jack Abbot, Comptroller/Treasurer Angela Runde, and City Clerk Anastasia Gonstead.

APPROVAL OF MINUTES**Approval of Minutes from November 28, 2022 Meeting**

Unanimous, 3-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joseph Riese, Aldersperson
SECONDER:	Roger Smith, Aldersperson
AYES:	Smith, Riese, Smith

CITIZEN COMMENTS

None.

TAG CENTER REPORT**TAG Center Report**

February 7, 2023, swim lessons start. 12 classes are already full. Micaela Luehring reported she was able to get Google Street View to come to the TAG center and do a virtual tour. Lifeguard recertification classes begin March 3, 2023 and there is a full lifeguarding class coming up in mid-March.

Membership Report

The membership report is attached to the agenda packet. One year family memberships are up. From January 2022-year end, they have gained 348 memberships. Daily user numbers remain the same as they do most every winter. Aquatic, gym, and walking track usage is up.

Maintenance Report

Report from Scott Kollmansberger, no real issues. One issue earlier in the month due to the cold weather, but that has been resolved.

Recreation Report

Pickleball leagues begin shortly. There are two leagues. Will be playing until March 14, 2023. Indoor golf league in progress, currently two weeks in. Bags and ping pong leagues are also in process. There is beginner's yoga at the Pavilion on Wednesdays. Adult open gym basketball at Mayville High School gym on Monday nights.

They are currently looking toward summer. Dates for softball leagues and more children's sampler classes.

Aldersperson Bob Smith inquired if there has been any update on youth basketball tournaments. Ms. Luehring explains that the registrations open in March, so we should see some next year.

TREASURER'S REPORT

Monthly Financial Report

Comptroller/Treasurer Angela Runde reports that she is still working through getting access to website and various information we need. Working on finishing up December. Timing leaves a lot to be done, statutory deadlines. Banking reconciliation but much cleanup needs to be done. The goal is, before next month's meeting, to locate a different report to be able to utilize more robustly and have discussion in this setting. Department heads have been very understanding and accommodating.

Aldersperson Bob Smith explains the reports they had previously been receiving were overly detailed and non-specific at the same time. Streamlined/trimmed down reporting would be much easier to understand. The main thing is that they want to know how we are doing in the budget, by department. To hold people accountable and make adjustments as they are needing.

The current timing has been rough between tax collection and end of year reporting. Today and the upcoming week will be heavy for tax collection.

OTHER ITEMS OF DISCUSSION/POSSIBLE ACTION

Discuss with Possible Action Rock N Boom and Audubon Days Accounts

Kristin Schaefer of Audubon Days stated there was not much to report. She spoke to a lawyer about options. The Chamber of Commerce may be willing to give them an account under them. Getting her own 501c would be very expensive and she would not have the support to be able to run that properly.

Aldersperson Bob Smith asked if any other organizations, such as Rotary Club or the Lions have been willing to help. Ms. Schaefer indicates she does not have answers from them yet, but is working with the Chamber. She does not want issues with the money being in her name. She is hoping to hear back from the Chamber but does not really have a backup plan. She needs to be able to have access to the funds and there will be many receipts.

Aldersperson Bob Smith suggests the matter be tabled until Ms. Schaefer hears back from the Chamber. Inquired when she needs to have commitments made for advertising, bands, etc. Ms. Schaefer indicated approximately April, so there is some time, and not everyone requires a downpayment.

Motion to table until next month. Unanimous, 3-0.

RESULT:	TABLED [UNANIMOUS]	Next: 2/27/2023 6:00 PM
MOVER:	Joseph Riese, Aldersperson	
SECONDER:	Roger Smith, Aldersperson	
AYES:	Smith, Riese, Smith	

Discuss with Possible Action Spectrum Pyrotechnics Contract

Nobody was present to address this agenda item. Motion to table until next month. Unanimous, 3-0.

Attachment: 01232023 FINANCE - MINUTES (4659 : Approve Minutes from January 23, 2023 Meeting)

RESULT:	TABLED [UNANIMOUS]	Next: 2/27/2023 6:00 PM
MOVER:	Bob Smith, Chair	
SECONDER:	Joseph Riese, Alderperson	
AYES:	Smith, Riese, Smith	

Bridge Street Project - Pay Request #7, 2021

Appears to be in order, their "punch list" was taken care of. Unanimous, 3-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joseph Riese, Alderperson
SECONDER:	Roger Smith, Alderperson
AYES:	Smith, Riese, Smith

Bridge Street Project - Pay Request #1, 2022

Appears to be in order, per the paperwork/request. Unsure if this is final. Comptroller/Treasurer Runde points out the final paragraph does say this is not the final payment.

Residents and business owners have a period of time to bring up issues, this is the "punch list." Jack Hurst of DWP notes they did a walk through and there were some small issues. This appears to be a customary draw, for part of the job that is done. There may be something being withheld until everything is signed off.

Motion to pay, with the understanding this may not be the final payment. Unanimous, 3-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bob Smith, Chair
SECONDER:	Joseph Riese, Alderperson
AYES:	Smith, Riese, Smith

Discuss with Possible Action - Land Lease

Tabled until they get more information from the Planning Commission or the Lease Holder. For the farmland behind the TAG Center. It had previously been indicated the individual who wants to take it over is not sure how he will obtain access.

Motion to table, unanimous, 3-0.

RESULT:	TABLED [UNANIMOUS]	Next: 2/27/2023 6:00 PM
MOVER:	Joseph Riese, Alderperson	
SECONDER:	Roger Smith, Alderperson	
AYES:	Smith, Riese, Smith	

Discuss with Possible Action Listing the Former Library, 111 N Main Street, for Sale

Alderperson Bob Smith explains the groundbreaking of the new library will happen early next year. When the library is sold it can either be represented by a realtor or for sale by owner (the City). Would have to interview realtors, do not think we can assign this to a particular broker without assigning a broker. We had a broker help us with the industrial park and with the golf course. A broker requires a commission, approximately 10%, but you get more potential buyers, which will likely get more money for the property. If it is for sale by owner, someone has to handle that, plus lawyers and lawyers' fees.

Attachment: 01232023 FINANCE - MINUTES (4659 : Approve Minutes from January 23, 2023 Meeting)

Aldersperson Jack Abbott inquired if KwikTrip has show interest. Aldersperson Bob Smith indicated they have.

As of right now, per the agreement with the Bachhuber Foundation, is to sell the library and proceeds get applied to the new library, or the value of the former library gets applied to the new library.

Discussion on the parking lot behind the property. Part of it is a municipal lot that we sell permits for, other is utilized by the library. It was determined the Common Council would decide how much of the property is for sale.

There has been social media talk about not wanting to lose an old building.

Motion to recommend to Common Council to start the process of engaging a broker. Unanimous, 3-0.

RESULT:	RECOMMENDED TO COUNCIL [UNANIMOUS]	Next: 2/13/2023 7:00 PM
MOVER:	Roger Smith, Aldersperson	
SECONDER:	Joseph Riese, Aldersperson	
AYES:	Smith, Riese, Smith	

ADJOURNMENT

Adjournment

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joseph Riese, Aldersperson
SECONDER:	Bob Smith, Chair
AYES:	Smith, Riese, Smith

Anastasia Gonstead, City Clerk

Attachment: 01232023 FINANCE - MINUTES (4659 : Approve Minutes from January 23, 2023 Meeting)

Sara Decker

From: Nolan Franti <nfranti@getmadden.com>
Sent: Tuesday, May 24, 2022 10:26 AM
To: Sara Decker
Subject: RE: Audubon Days & Rock N Boom
Attachments: Off Brand Contract.pdf; Acoustic Grove Contract.jpeg

Sara,

I can look into the following issues for the City:

1. Whether custody and control of the Rock 'n Boom and/or Audubon Days committee funds allows the City to deny requests for expenses paid out of those funds.
2. Whether taking a more active role in approving/denying expenses from the Rock 'n Boom and/or Audubon Days committee funds places any additional obligations on the City with respect to open meetings requirements.

I'm currently on the Rock 'n Boom steering committee and I help run the concessions stand on July 3, so I'm personally involved in Rock 'n Boom as a member of the Rotary Club. I don't think that personal interest presents a material limitation that will prevent me from giving you an opinion on these issues on behalf of the City. However, if you have concerns, I will talk to Mike Schuett about whether he's comfortable with this and if he wants us to get conflict waivers as my opinion may affect how the committee runs things in the future.

Mike did send me copies of the attached band contracts for this year. I don't know who listed the name of the purchaser as "City of Mayville: Rock n' Boom" on the Off Brand contract and as "City of Mayville WI Rock n Boom" on the Acoustic Grove contract. Arguably by including the name of the City on these Contracts and having the City approve them, the City is liable under them. That has been fine if all the City is doing is paying the bands out of the funds in the Rock 'n Boom fund, but if there were ever a contract dispute with one of the bands, the City could face additional liability.

If it is the City's wish to continue to help facilitate these events, I'll see what kind of recommendation I can come up with. However, it's possible that going forward, there may need to be a more clear separation between the Rock 'n Boom and Audubon Days Committees and the City in order to avoid potential liability or open meetings issues.

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
www.getmadden.com

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the sender immediately by replying to this electronic email or by telephone, 920-387-2300, and destroy the original communication and its attachments without reading, printing, or saving in any manner.

From: Sara Decker <sdecker@mayvillecity.com>
Sent: Tuesday, May 24, 2022 9:51 AM
To: Nolan Franti <nfranti@getmadden.com>
Subject: Audubon Days & Rock N Boom

Hi Nolan,

So for a number of years the city has been a pass through for the Rock N Boom donations/expenses and recently started doing the same for Audubon Days. Both of these events are run separate from the city by committees, we essentially were just housing the finances as a courtesy. Businesses send in donations and we cut checks for invoices. It's not a city budgeted item.

Recently a few questions came up. In the past the contracts for Rock N Boom have been approved by the Council. No other expenses, just any contracts. Is this necessary? Also, the issue came up with the new Audubon Days chairperson- she essentially is a committee of one. The Mayor/Finance Chair discussed having the city approve all of her expenses.

My concerns are #1, if businesses are donating for Audubon Days/Rock N Boom, does the city have any say over what the money is spent on. In the past as long as it was spent on that event, we cut the check. Does the city have the authority to deny purchases? #2, if the city is taking an active part in the planning/approving/denying, would it be required to publish agendas/minutes as now the committees essentially are part of the city.

Please let me know your thoughts on this matter and how we can continue to help, but make it clean and kosher.

Thanks!

Sara Decker, WCMC

City Clerk

City of Mayville

PO Box 273

15 S School St.

Mayville, WI 53050

920-387-7900 Ext. 1203

920-387-7919 Fax



WWW.MAYVILLECITY.COM

Attachment: 01232023 EMAIL AUDUBON DAYS, ROCK N BOOM (4590 : Discuss with Possible Action Rock N Boom and Audubon Days

1. Agreement made this day 26 day of April 2022 between **Andrew Mindham** (Off Brand) and **City of Mayville: Rock n' Boom**

2. Location, Date, Time of Performance: **Mayville Park Pavilion**
475 Park Rd, Mayville, WI 53050
8:30 PM - 12:30 AM

3. Performance description: **Rock n Boom Main Stage Entertainment**

4. Contract Price **\$1,600** (One thousand six hundred dollars)

- a. Deposit not required for this event.
- b. Band to be paid in full upon arrival at the event. Check should be made out to or cash should be paid to;
 - i. "Off Brand LLC" or
 - ii. "Andrew Mindham"
- c. If this engagement is an outdoor event, Off Brand shall receive payment rain or shine.
- d. If engagement is canceled by the purchaser, 24 hours prior to start time, no payment is required. If canceled within 24 hours, full payment is required.

5. Artist-Independent Contractor

- a. Off Brand will arrive **120 minutes** prior to contract starting time. Access to the staging area needs to be clear to allow enough time for equipment set-up, sound check, and change of attire. A staging area of **20 feet wide and 12 feet deep** is needed to accommodate artist equipment. Grounded electrical outlets near the staging area are necessary for quality sound and lighting. Off Brand will not be responsible for make-up time if this situation (or any other) impedes access to the staging area, delaying set-up.
- b. Andrew Mindham shall at times have complete supervision, direction, and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means, and details of the performance of services to fulfill the engagement requirements.
- c. The agreement of Off Brand to perform is subject to detention, severe sickness, accidents, or any other legitimate conditions beyond their control.

6. Special Provisions

Off Brand will be setting up upon the conclusion of the "Acoustic Grove." First band should be done playing by 7:30 PM to allow enough time for stage change. Band will take a break when requested to by the purchaser for Fireworks. Expected time is 9:30. A cooler of beer and bottled water will be provided for the bands. A meal ticket for a burger would be appreciated.

- 7. If any provisions hereof are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force.
- 8. This agreement and any accompanying rider is the entire agreement of the parties and may not be altered or amended unless agreed upon by both parties.
- 9. We acknowledge and confirm that we have read and approve of the terms and conditions set forth in this contract.
- 10. Commencement of engagement as described in this agreement is deemed to be an acceptance of all terms by Purchaser and Off Brand.

Purchasror Signature _____

Artist Signature _____

Contact Information

Purchaser Contact
Mike Schuett
1784 Horicon St, Mayville, WI 53050
Cell: 920-318-6342 / Office: 920-387-2140
Email: mike.schuett@spectruminsgroup.com

Off Brand Contact
Andrew Mindham
262-343-3466 (cell number)
819 Kings Ridge CT E West Bend, WI 53090
Offbrandmilwaukee@gmail.com

Attachment: 01232023 EMAIL AUDUBON DAYS, ROCK N BOOM (4590 : Discuss with Possible Action Rock N Boom and Audubon Days

• Acoustic Grove agrees to play: (**Date**)
Sunday July 3rd 2022

• Acoustic Grove agrees to play: (**Where**).
Mayville Firemens Park By Pavillion

• Acoustic Grove will be paid: (**Cash**) or (**Check**)
Amount: \$1000

• Acoustic Grove will play: (**Time**)
4:30 To 7:45

• Acoustic Grove will provide Sound & lights: (**yes**) (**no**)
• City of Mayville will provide sound & lights: (**yes**) (**no**)

• Acoustic Grove is hired by:
City of Mayville w/ Rock n Boom

William E Hartwig (Acoustic Grove): [Signature]

Hired by Signature: [Signature]

Fireworks

Revenue	\$149,365.96
Expenses	(\$120,535.04)
	\$28,830.92

Audubon Days

Revenue	\$125,687.07
	(\$86,405.59)
	\$39,281.48

SPECTRUM PYROTECHNICS, INC.
W9285 HIGHWAY 16 & 60
REESEVILLE, WISCONSIN 53579

FIREWORKS DISPLAY CONTRACT

This AGREEMENT made this 6th day of January, 2023, by and between **SPECTRUM PYROTECHNICS, INC.** of Reeseville, Wisconsin, hereinafter referred to as “SPECTRUM”, and City of Mayville (Hereinafter referred to as “SPONSOR”),

For and in consideration of all mutual covenants and considerations as attested to herein and after, both Parties hereto agree as follows:

SPECTRUM is engaged in the sale, exhibition and display of fireworks, and Spectrum shall provide unto Sponsor a fireworks display and exhibition (hereinafter referred to as an “Exhibition”) for the Sponsor’s benefit; and

Sponsor requests SPECTRUM to provide Sponsor with an Exhibition on the Monday the 3rd day of July, 2023 with a rain date on Thursday the 6th day of July, 2023.

1. **SPECTRUM Obligations.** SPECTRUM shall provide all freight, cartage, transportation of equipment, material and tools for said Exhibition together with all necessary trained and experienced pyrotechnic operators to set up and conduct said Exhibition; and

Spectrum shall provide Fireworks Liability Insurance coverage up to an amount of 5 Million, for any claims, damages, suits, injuries or expenses incurred as a result of SPECTRUM’s breach of any of the provisions set forth herein or by any negligent act or omission of any employee, independent contractor or agent of SPECTRUM or by any of the Fireworks supplied or displayed by SPECTRUM; and

SPECTRUM shall be responsible for removing their equipment and any live or unfired material from the Exhibition site, as well as inspecting the Exhibition area the following morning for any additional live material that may have gone undiscovered in the darkness following the Exhibition. Sponsor shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from SPECTRUM, including, but not limited to, loss of income, business or profits. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

2. **SPONSOR Obligations.** Sponsor shall hold harmless and indemnify SPECTRUM from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily injuries, whether arising from tort, contract or otherwise, for any incidents arising directly or indirectly from the failure of Sponsor to comply with its obligations set forth herein. Sponsor shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from SPECTRUM, including, but not limited to, loss of income, business or profits.

The Sponsor shall provide adequate security, fire and police protection, parking, traffic and crowd control, as well as all materials to cordon off the Fireworks Safety Area and fallout zones from unauthorized persons. Furthermore, Sponsor shall be solely responsible for providing adequate Spectator Safety, including but not limited to seating and ground surfaces.

Sponsor shall be responsible for all clean up, except as stated above, including, but not limited to, debris, paper, foil, trash, wood, back filling holes, repairs to grass, sod or other surfaces, removal of all barricades or return of rental items not their property.

Sponsor shall be responsible for obtaining all State and local permits required for said Exhibition, as well as all costs related thereto. Spectrum shall aid and assist the Sponsor with obtaining such permits. This, however, in no way modifies the Sponsor's responsibility for all costs incurred.

Sponsor agrees to name SPECTRUM PYROTECHNICS, INC. as the primary vendor of Sponsor in all news/media releases, advertisements, publicity, programs and announcements.

3. **Payment.** Upon signing this Agreement, Sponsor shall pay unto SPECTRUM, a non-refundable deposit of 50 percent (%) of the total amount of this contract (listed below), as modified in writing. The balance thereof shall be paid by check or money order following the Exhibition. All checks shall be made payable to: SPECTRUM PYROTECHNICS, INC., W 9285 Highway 16 & 60, Reeseville, WI 53579.

The total (known to date) amount of this contract is \$13,000.00 (U.S. Currency).

4. **Independent Acts.** SPECTRUM shall NOT be responsible for delay, postponements or cancellations due to acts of Nature or God, labor disputes, strikes, wars, accidents or other reasons beyond their knowledge or reasonable control.

5. **Cancellation.** In the event that Sponsor cancels this contract as provided below, liquidated damages for such cancellations shall be paid by Sponsor as follows:

- A. In the event the Exhibition is cancelled more than thirty (30) days before the date scheduled for the Exhibition, twenty-five (25) percent (%) of the amount of the contract price.
- B. In the event the exhibition is cancelled not more that thirty (30) days and no less than five (5) days before the date scheduled for the Exhibition, thirty-five (35) percent (%) of the amount of the contract price.
- C. In the event the Exhibition is cancelled no more than four (4) days but before the date scheduled for the Exhibition, fifty (50) percent (%) of the amount of the contract price.
- D. In the event the Exhibition is cancelled on the day scheduled for the Exhibition, seventy-five (75) percent (%) of the amount of the contract price.

In the event the Sponsor chooses to terminate the contract, it shall do so by written notice via registered mail addressed to SPECTRUM PYROTECHNICS, INC., W9285 HWY 16 & 60, Reeseville, WI 53579. Notice shall be effective upon RECEIPT of said written notice by SPECTRUM PYROTECHNICS, INC.

6. **Governing Laws.** The parties agree that this contract shall be interpreted, construed, enforced and governed by the laws of the State of Wisconsin.
7. **Modification.** Except as provided herein, the terms of this agreement shall not be modified, amended or rescinded except by written agreement signed by authorized representatives of its parties hereto. This contract is the final and complete agreement between the parties hereto. Sponsor agrees that Spectrum has made no representations verbally, by conduct or otherwise that are, different or in addition to the terms contained herein and Sponsor covenants not to sue Spectrum in contract or tort based upon any representations, whether made verbally, by conduct or otherwise, that are different or in addition to the terms contained herein.
8. **Binding Arbitration.** The parties agree to submit all controversies, claims and matters of difference to make arbitration in Wisconsin, according to the rules and practices of the American Arbitration Association. This submission and agreement to arbitrate shall be specifically enforceable. The parties agree to abide by all awards rendered in such proceedings. All awards may be filed with the clerk of the district court in Madison, Wisconsin, as a basis of judgment and of issuance of execution for its collection and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered.
9. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be

enforceable to the fullest extent permitted by law. Without limiting the generality of the foregoing sentence, to the extent any provision of this Agreement is prohibited or ineffective under the Act or common law, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act or common law.

10. **Authorization.** All contracts shall be approved by the then acting President or Secretary of SPECTRUM PYROTECHNICS, INC. in order to be binding upon SPECTRUM.

IN WITNESS HERETO, We the undersigned being duly authorized to enter into this agreement on behalf of the respective Parties hereto, acknowledge reading and understanding the terms and conditions of this agreement as listed herein, and by our signatures below, agree to accept and comply with them.

Sponsor Date

Print Name

Title

<i>Jennifer Bland</i>	Secretary	January 6, 2023
Spectrum Pyrotechnics, Inc.	Secretary	Date

Attachment: Proposed Contract - SPECTRUM PYROTECHNICS, INC (4591 : Discuss/Recommend Spectrum Pyrotechnics Contract)



W9285 State Road 16 and 60
 Reeseville, WI 53579
 3-WI-027-20-2L-00099

Invoice

Date
1/6/2023

Bill To
City of Mayville 15 South School Street Mayville, WI 53050

Item	Description	Qty	Rate	Amount
Fireworks Display	Fireworks Display Monday July 3, 2023	1	13,000.00	13,000.00

Thank you for giving us the opportunity to be your pyrotechnic provider.		Total	\$13,000.00
		Payments/Credits	\$0.00
		Balance Due	\$13,000.00

Phone #	Fax #	E-mail	Web Site
920-927-5770	920-927-5382	spectrumpyrotechnics@tds.net	www.spectrumpyrotechnics.com

Attachment: Spectrum Pyrotechnics Invoice, date 01062023 (4591 : Discuss/Recommend Spectrum Pyrotechnics Contract)

Draft for Discussion Purposes - Preliminary Values

Clark Street Residential Development

Conceptual Budget

Town House Concept

Projected Revenue

Lot	Zoning	Land Value	Residential Value	Total Value	Projected Annual Taxes
1	1 or 2 Family	\$30,000	\$350,000	\$380,000	\$5,662.00
2	1 or 2 Family	\$40,000	\$350,000	\$390,000	\$5,811.00
3	1 or 2 Family	\$40,000	\$350,000	\$390,000	\$5,811.00
4	1 or 2 Family	\$40,000	\$350,000	\$390,000	\$5,811.00
5	1 or 2 Family	\$45,000	\$350,000	\$395,000	\$5,885.50
6	1 or 2 Family	\$35,000	\$350,000	\$385,000	\$5,736.50
7	1 or 2 Family	\$30,000	\$350,000	\$380,000	\$5,662.00
8	1 or 2 Family	\$30,000	\$350,000	\$380,000	\$5,662.00
9	3 Unit Rowhouse	\$40,000	\$900,000	\$940,000	\$13,969.55
10	3 Unit Rowhouse	\$40,000	\$900,000	\$940,000	\$13,969.55
11	3 Unit Rowhouse	\$40,000	\$900,000	\$940,000	\$13,969.55
12	3 Unit Rowhouse	\$40,000	\$900,000	\$940,000	\$13,969.55
13	3 Unit Rowhouse	\$40,000	\$900,000	\$940,000	\$13,969.55
Totals		\$490,000	\$7,300,000		\$115,888.74

Assume a five year build out, 17 year TIF

12 Years at full taxes \$1,390,664.85

Projected Development Costs

Land Purchase	\$150,000	
Legal	\$14,000	
Environmental Survey	\$3,000	
Soil Testing	\$14,000	
Survey work	\$26,000	
Engineering for PUD	\$60,000	
Road and Utility Construction	\$651,644	
Water Connections and Impact Fees	\$19,500	
Project Management	\$75,000	
Five Years of Holding Costs	\$40,625	
Sale Commissions	\$29,400	
	\$1,083,169	
Development Fees - 25%	\$122,500	25%
Total Development Costs	\$1,205,669	

City Reimbursed Cost

Road Construction	\$651,644
PUD Engineering	\$60,000
Soil Testing	\$14,000
Hold Costs	\$40,625
Legal	\$14,000
Water Connections and Impact Fees	\$19,500
Survey Work	\$26,000
	\$825,769

Projected Return

Revenue	\$490,000
Total Cost	(\$1,205,669.40)
City Reimbursement	\$825,769
Net to Developer	\$110,100.00

Revised Site Layout
Single Family
& Townhouses

(8) 1 or 2
 Family
 Lots 1-8

(5) 3-Unit
 Townhouse
 Lots 9 - 13

Draft for Discussion
 Purposes - Preliminary
 Values



Clark Street Residential TIF Calculations

Lot	Zoning	Land Value	Residential Value	Total Value	Projected Annual Taxes
1	1 or 2 Family	\$45,000	\$350,000	\$395,000	\$5,870.18
2	1 or 2 Family	\$30,000	\$350,000	\$380,000	\$5,647.26
3	1 or 2 Family	\$30,000	\$350,000	\$380,000	\$5,647.26
4	1 or 2 Family	\$30,000	\$350,000	\$380,000	\$5,647.26
5	1 or 2 Family	\$30,000	\$350,000	\$380,000	\$5,647.26
6	1 or 2 Family	\$30,000	\$350,000	\$380,000	\$5,647.26
7	1 or 2 Family	\$40,000	\$350,000	\$390,000	\$5,795.88
8	1 or 2 Family	\$50,000	\$350,000	\$400,000	\$5,944.49
9	1 or 2 Family	\$45,000	\$350,000	\$395,000	\$5,870.18
10	1 or 2 Family	\$45,000	\$350,000	\$395,000	\$5,870.18
11	1 or 2 Family	\$35,000	\$350,000	\$385,000	\$5,721.57
12	1 or 2 Family	\$35,000	\$350,000	\$385,000	\$5,721.57
Totals		\$445,000	\$4,200,000		\$69,030.37

Assume a five year build out, 17 year TIF

12 Year at full taxes

\$828,364.44

Projected Development Costs

Land Purchase	\$150,000	
Legal	\$14,000	
Environmental Survey	\$3,000	
Soil Testing	\$14,000	
Survey work	\$24,000	
Engineering	\$15,000	
Road and Utility Construction	\$651,644	
Project Management	\$75,000	
Five Years of Holding Costs	\$40,625	
Water Connections and Impact Fees	\$19,500	
Sale Commissions	\$26,700	
	\$1,033,469	
Development Fees	\$111,250	25%
Total Development Costs	\$1,144,719	

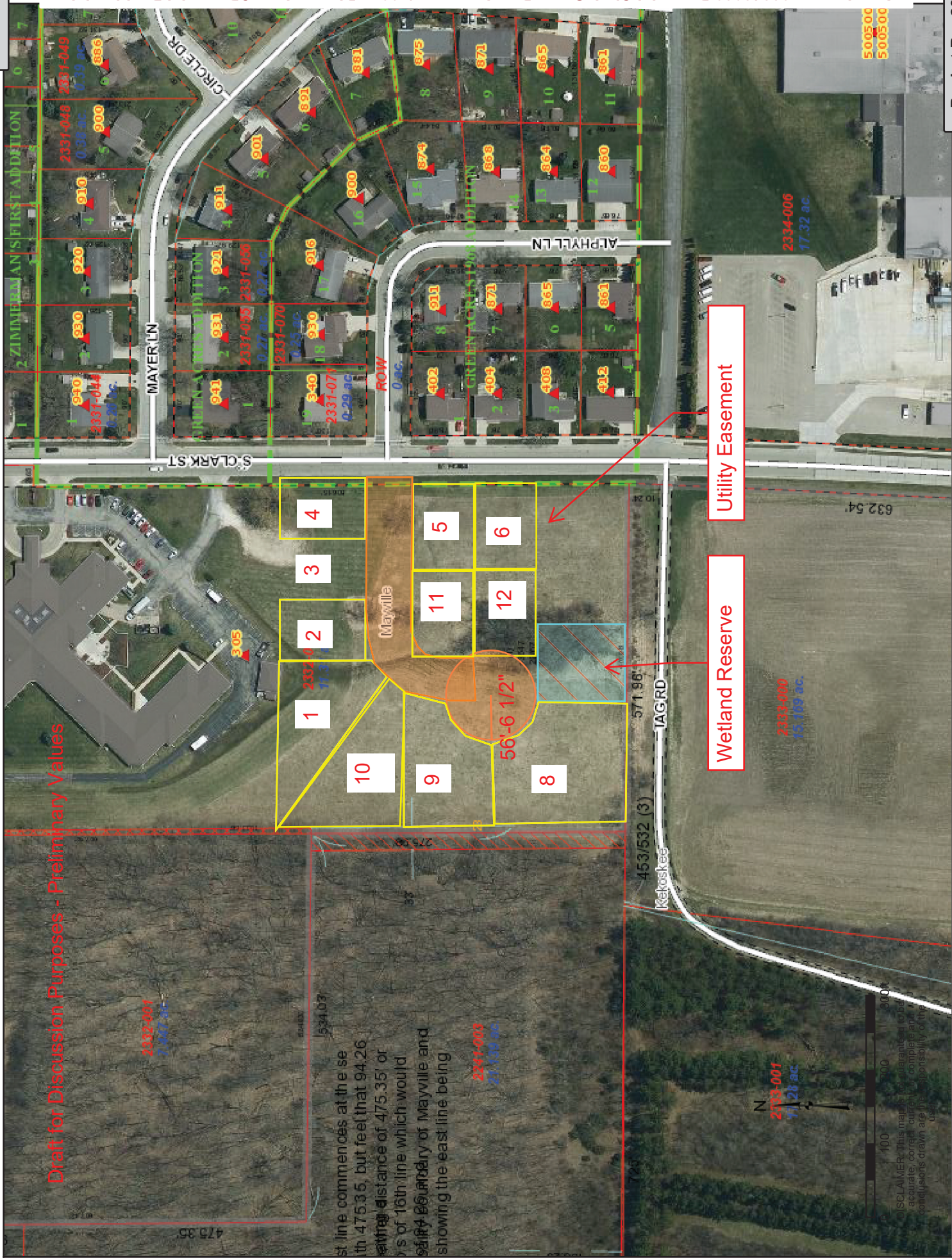
City Reimbursed Cost

Holding Costs	\$40,625
Road Construction	\$651,644
PUD Engineering	\$15,000
Soil Testing	\$14,000
Hold Costs	\$40,625
Legal	\$14,000
Water Connections and Impact Fees	\$19,500
Survey Work	\$24,000
	\$819,394

Projected Return

Revenue	\$445,000
Total Cost	(\$1,144,719.40)
City Reimbursement	\$819,394
Net to Developer	\$119,675.00

Draft for Discussion Purposes - Preliminary Values



st line commences at the se
th 475.35, but feet that 94.26
aving distance of 475.35' or
s of 16th line which would
ify boundary of Mayville and
showing the east line being

DISCLAIMER: This map is for informational use only. It is not intended to be accurate, correct, or complete and the user assumes all responsibility for the use of this map.

Leona Street – (3) Vacant Parcels

- 0.6 acres +/- each
- Zoned R-B-1 Mixed One & Two Families

7.5.a



Option #1

- 6 Duplexes – 2 units per 0.6 acres
- 2400 SF units – 2 story 30'x40'
- Current Zoning Allows



Option #2

- 12 Duplexes – 2 units per 0.6 acres
- 2400 SF units – 2 story 30'x40'
- Requires (3) land divisions



Leona Street - 3 Vacant Parcels Zoning Map & Setbacks

Current Zoning Code:

Lot area and width. Lot area and width requirements are as follows:

- (1)** Minimum lot area: 7,000 square feet.
- (2)** Minimum lot width: 66 feet.

F. Building height and area. Building height and area requirements are as follows:

- (1)** No building or parts of a building shall exceed 35 feet in height.

(2) No single-family dwelling shall be less than 750 square feet of living area.

(3) No structure converted to a two-family occupancy shall occupy less than 750 square feet of ground area for the principal dwelling unit and 600 square feet of living area for the converted unit.

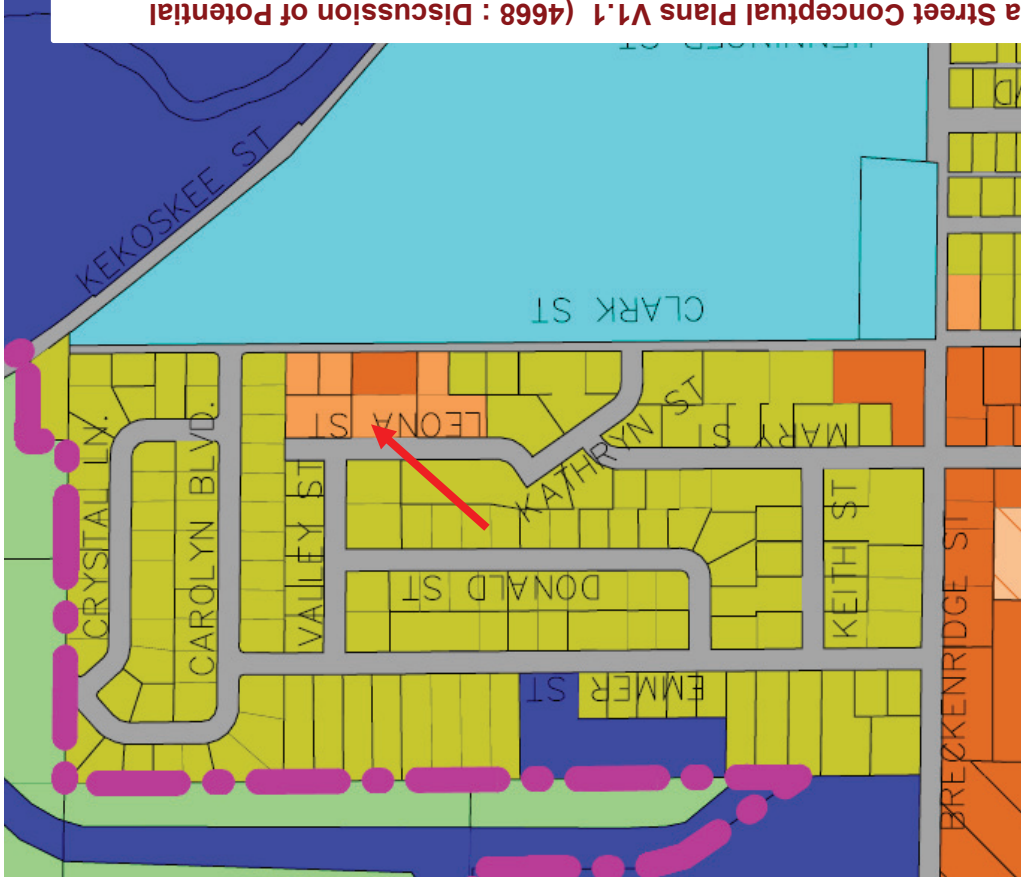
G. Yards. Yard requirements are as follows:

- (1)** Minimum street yard: 25 feet.
- (2)** Minimum side yard: 10 feet.
- (3)** Minimum rear yard: 40 feet.

Proposed Land Division (6 lots total)

- (1)** Lot Area 0.3 acres or 13,095 square feet
- (2)** Lot Width: 100 feet
- (3)** Height: < 35' likely 30' max, but built in hillside
- (4)** Area: >750 SF
- (5)** All yard setbacks met.

7.5.a



Attachment: Leona Street Conceptual Plans V1.1 (4668 : Discussion of Potential

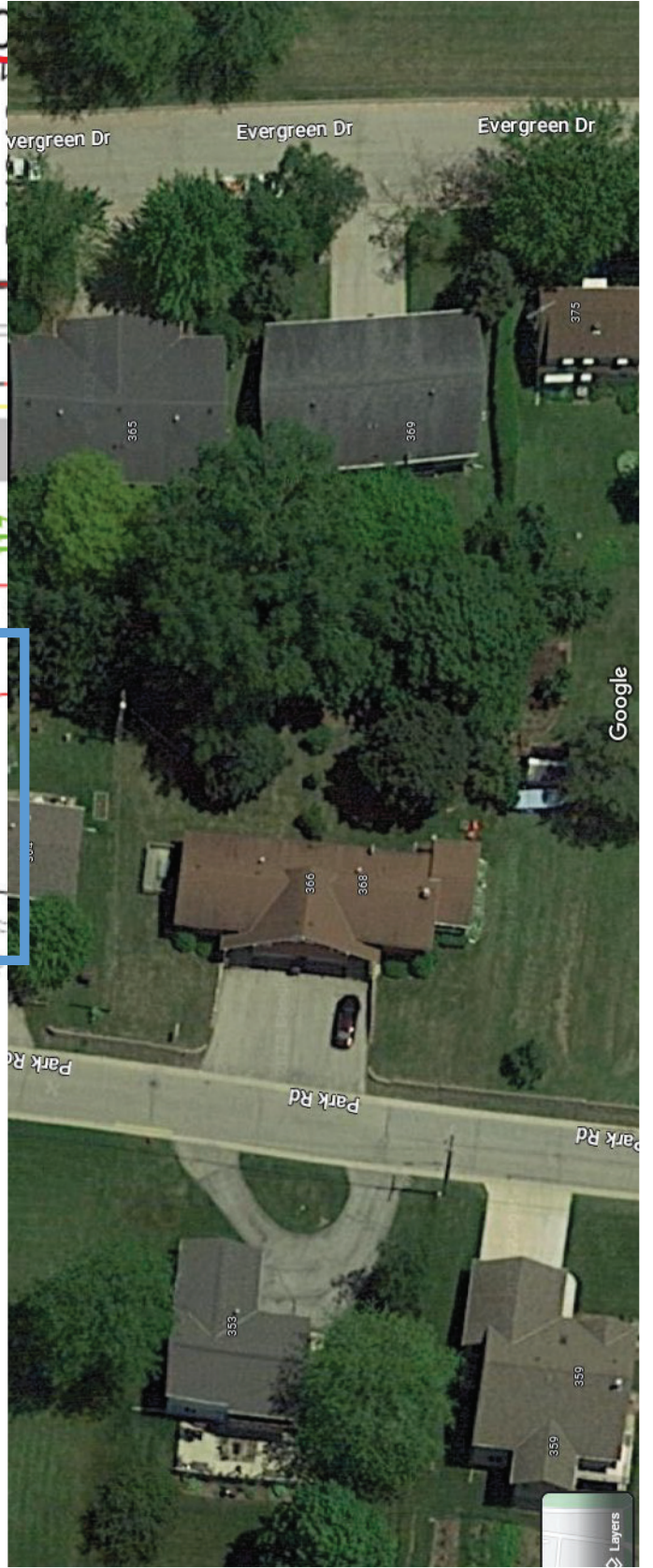
ZONING DISTRICT

- R-A SINGLE FAMILY
- R-B SINGLE FAMILY
- R-B-1 MIXED ONE AND TWO FAMIL
- R-C TWO FAMILY
- RM MULTIPLE FAMILY

366 & 36/ Park Lane

- Full Duplex
- 0.25 acre lot

7.5.a



Parcels Feature Information

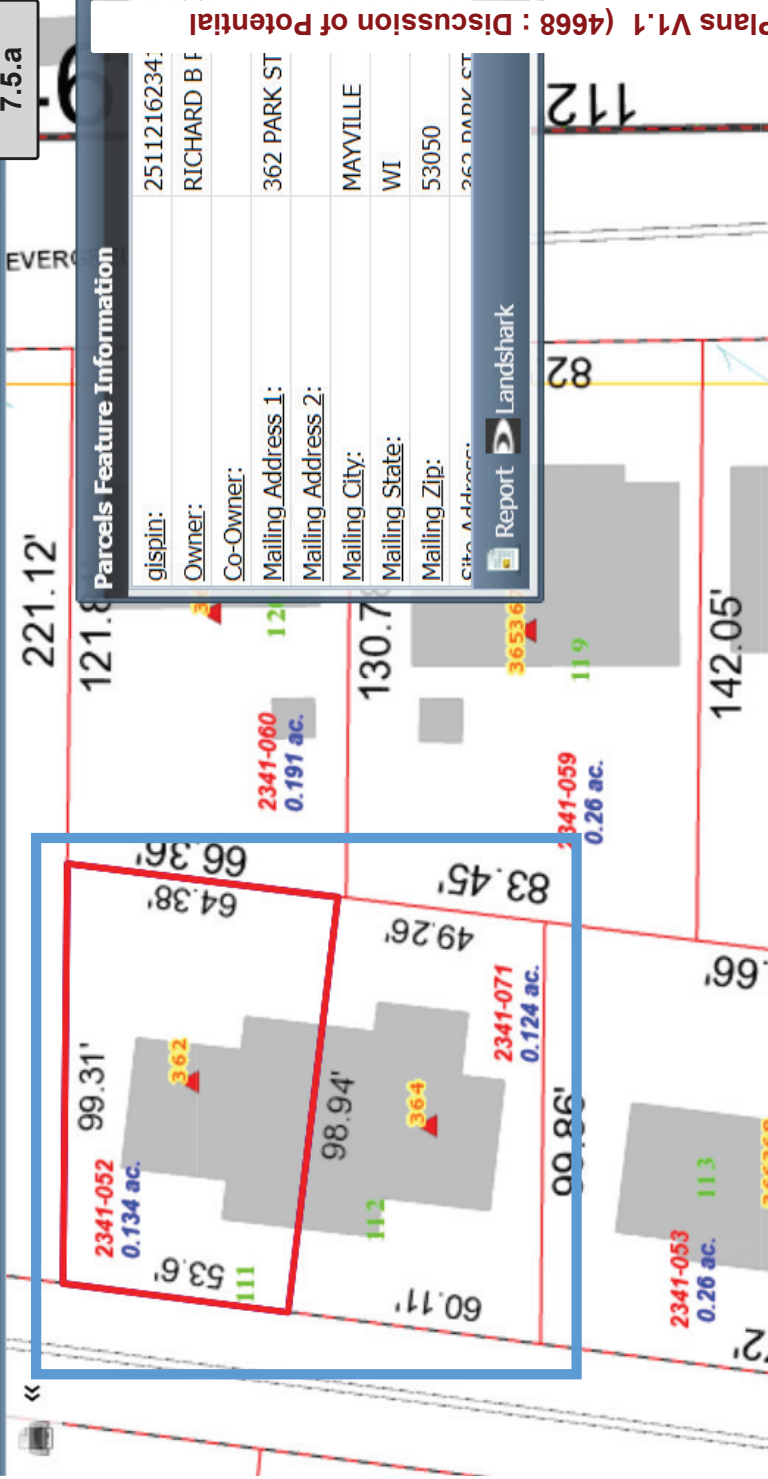
gispin:	25112162433000
Owner:	RSS PROPERTIES LLC
Co-Owner:	
Mailing_Address_1:	85 WASHINGTON ST
Mailing_Address_2:	
Mailing_City:	HORICON
Mailing_State:	WI
Mailing_Zip:	53032
Site_Address:	225 S CERMANN ST

Report Landshark

362 & 364 Park Lane

- Half Duplex Each
- 0.124 & 0.134 acre lots

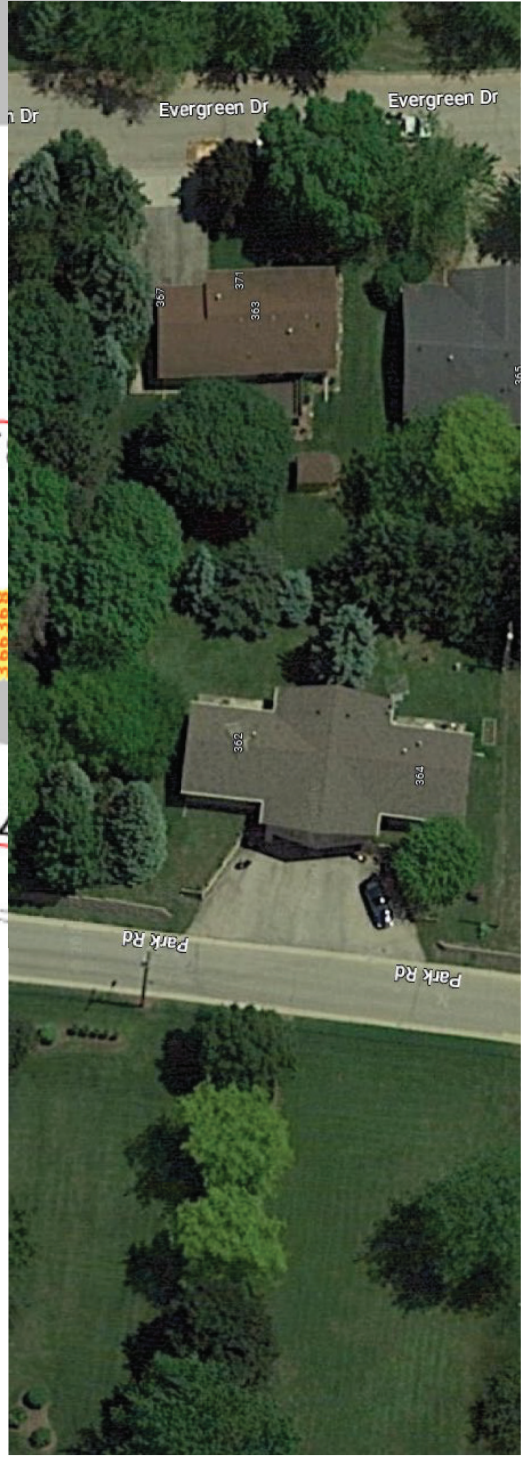
7.5.a



Parcels Feature Information

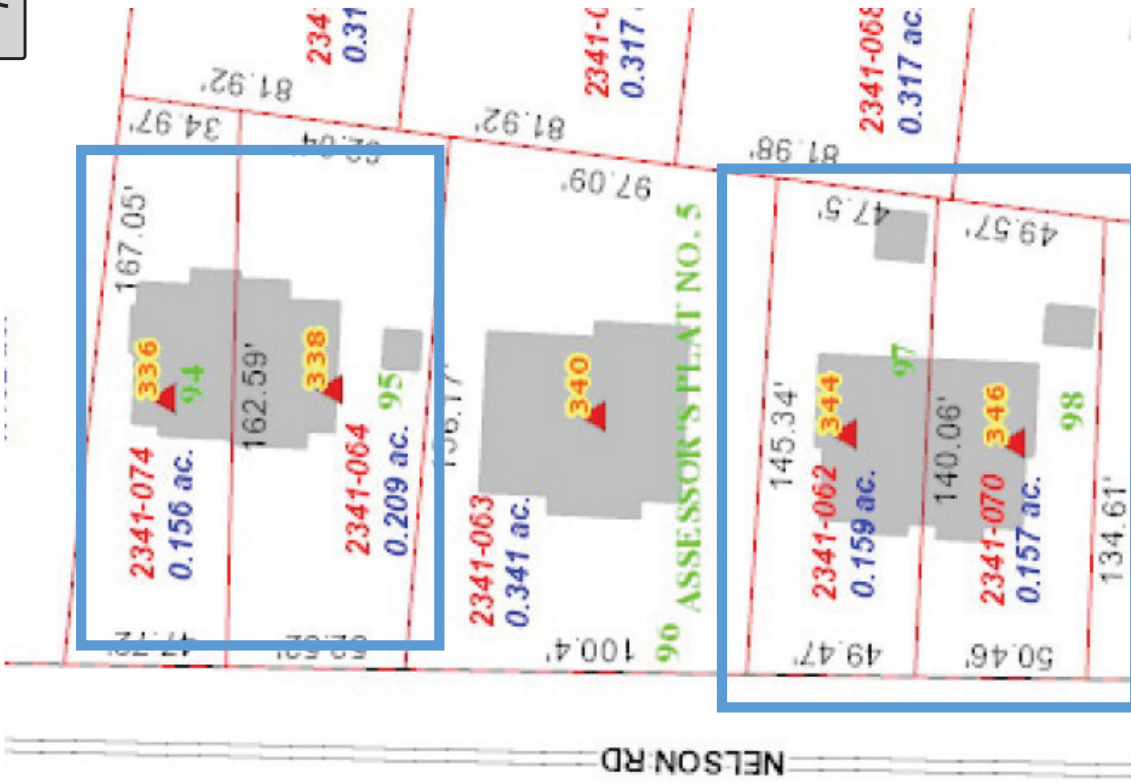
gispin:	2511216234:
Owner:	RICHARD B F
Co-Owner:	
Mailing_Address 1:	362 PARK ST
Mailing_Address 2:	
Mailing_City:	MAYVILLE
Mailing_State:	WI
Mailing_Zip:	53050
Site Address:	362 PARK ST

Report Landshark



336/338 & 344/346 Nelson Road

- Half Duplex Each
- 0.156 – 0.209 acre Each



Anastasia Gonstead

From: Chikowski, Nicholas <nchikowski@geo-logic.com>
Sent: Thursday, February 9, 2023 9:49 AM
To: Anastasia Gonstead
Cc: Mayor John Guinn; Neitzel, Donald; DPW
Subject: Mayville - 2023 Paving/Milling Project
Attachments: 2023 PMP Bid Tab.pdf; RecmndLtr.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Anastasia,

Please find attached a bid tab and recommendation letter for the City of Mayville 2023 Paving/Milling Project. If you or anyone else has any questions please let me know.

Thank you,

Nick Chikowski
 Surveyor/Engineering Technician

Kunkel Engineering Group
 a Geo-Logic Company

[107 Parallel Street](#)
[Beaver Dam, WI 53916](#)

Office: (920)356-9447 | Direct: (920)382-8861

nchikowski@kunkelengineering.com or nchikowski@geo-logic.com

www.kunkelengineering.com | www.geo-logic.com

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February 9, 2023



107 Parallel Street
Beaver Dam, WI 53916
920-356-9447
Fax 920-356-9454
kunkelengineering.com

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

**Re: 2023 Asphalt Paving/Milling Project
Construction Contract Award – Recommendation**

Dear Ms. Gonstead:

Please find accompanying this transmittal the "Bid Tabulation" for the above referenced work bid on February 7, 2023. The base bid for the project was for a stretch of Breckenridge Street from Clark Street to Emmer Street and the block of Keith Street. There was an alternate for Mary Street from Breckenridge Street to Keith Street also included. The City received three (3) bids for this project with the base bid ranging from \$142,541.75 to \$190,640.85 and the alternate ranging for \$38,997.75 to \$51,246.90. So, the total bids (base + alternate) ranged from \$181,539.50 to \$241,887.75. All bids submitted were around or above the final engineer's cost estimate of \$195,500. Northeast Asphalt, Inc. of Fond Du Lac, Wisconsin submitted the low bid in the amount of \$181,539.50 (Base + Alternate).

Based upon our review and analysis of the bids, as well as our experience with the contractor's past work efforts, we hereby recommend that the City of Mayville award a construction contract to Northeast Asphalt, Inc. of Fond Du Lac, Wisconsin for the Base Bid of the 2023 Pavement Maintenance Project in the amount of \$142,541.75. In this recommendation we are also figuring in the roughly \$24,000 that the County has advised us will be the City's portion of the CTH V repaving that is also happening this year. In my discussions with Jack, he would like to use the remaining funds to extend Breckenridge further to the West of Emmer Street. If the City decides to award the contract as we have recommended a discussion will be had with the winning bidder in regards to extending the limits.

Should the Finance Committee, City Council or you have any questions regarding this transmittal, please feel free to contact me at your earliest convenience.

Sincerely,

KUNKEL ENGINEERING GROUP

Nicholas Chikowski

enclosure

cc w/encl: Anastasia Gonstead, City Clerk
Jack Hurst, Director of Public Works
John Guinn, Mayor



BID TABULATION
City of Mayville

2023 Asphalt Paving/Milling

10:00 am Tuesday, February 7, 2023

Item No.	Section A - Breckenridge Street	Quantity	Unit	Northeast Asphalt, Inc. Fond du Lac, WI		Kartechner Brothers LLC Waupun, WI		Wolf Paving Hartland, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EBS & Additional Sub-Base	240	CY	\$ 48.25	\$ 11,580.00	\$ 59.15	\$ 14,196.00	\$ 78.00	\$ 18,720.00
2	Mill Asphalt Pavement	3,575	SY	\$ 1.50	\$ 5,362.50	\$ 1.80	\$ 6,435.00	\$ 2.81	\$ 10,045.75
3	4 LT 58-28 S, 1-3/4" Thick (Finish)	385	TN	\$ 81.90	\$ 31,531.50	\$ 87.60	\$ 33,726.00	\$ 97.00	\$ 37,345.00
4	3 LT 58-28 S, 2-1/4" Thick (Binder)	485	TN	\$ 73.80	\$ 35,793.00	\$ 83.80	\$ 40,643.00	\$ 97.00	\$ 47,045.00
5	Traffic Control & Access	1	LS	\$ 1,800.00	\$ 1,800.00	\$ 3,750.00	\$ 3,750.00	\$ 1,500.00	\$ 1,500.00
Section A Total:				\$	\$ 86,067.00	\$	\$ 98,750.00	\$	\$ 114,655.75

Item No.	Section B - Keith Street	Quantity	Unit	Northeast Asphalt, Inc. Fond du Lac, WI		Kartechner Brothers LLC Waupun, WI		Wolf Paving Hartland, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EBS & Additional Sub-Base	155	CY	\$ 48.25	\$ 7,478.75	\$ 59.15	\$ 9,168.25	\$ 78.00	\$ 12,090.00
2	Mill Asphalt Pavement	2270	SY	\$ 1.50	\$ 3,405.00	\$ 1.80	\$ 4,086.00	\$ 3.13	\$ 7,105.10
3	4 LT 58-28 S, 1-3/4" Thick (Finish)	250	TN	\$ 81.90	\$ 20,475.00	\$ 87.60	\$ 21,900.00	\$ 97.00	\$ 24,250.00
4	3 LT 58-28 S, 2-1/4" Thick (Binder)	320	TN	\$ 73.80	\$ 23,616.00	\$ 83.80	\$ 26,816.00	\$ 97.00	\$ 31,040.00
5	Traffic Control & Access	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,350.00	\$ 1,350.00	\$ 1,500.00	\$ 1,500.00
Section B Total:				\$	\$ 56,474.75	\$	\$ 63,320.25	\$	\$ 75,985.10

Total Base Bid (Section A + Section B): \$ 142,541.75 \$ 162,070.25 \$ 190,640.85

Item No.	Alternate 1 - Mary Street	Quantity	Unit	Northeast Asphalt, Inc. Fond du Lac, WI		Kartechner Brothers LLC Waupun, WI		Wolf Paving Hartland, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EBS & Additional Sub-Base	105	CY	\$ 48.25	\$ 5,066.25	\$ 59.15	\$ 6,210.75	\$ 78.00	\$ 8,190.00
2	Mill Asphalt Pavement	1515	SY	\$ 1.50	\$ 2,272.50	\$ 1.80	\$ 2,727.00	\$ 2.46	\$ 3,726.90
3	4 LT 58-28 S, 1-3/4" Thick (Finish)	170	TN	\$ 81.90	\$ 13,923.00	\$ 87.60	\$ 14,892.00	\$ 97.00	\$ 16,490.00
4	3 LT 58-28 S, 2-1/4" Thick (Binder)	220	TN	\$ 73.80	\$ 16,236.00	\$ 83.80	\$ 18,436.00	\$ 97.00	\$ 21,340.00
5	Traffic Control & Access	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,350.00	\$ 1,350.00	\$ 1,500.00	\$ 1,500.00
Total Alt 1:				\$	\$ 38,997.75	\$	\$ 43,615.75	\$	\$ 51,246.90