



Jack Abbott  
Aldersperson

Nicolas Lodahl  
Chairperson

Joseph Tillmann  
Aldersperson

Laangela Davis  
Member

**CITY OF MAYVILLE COMMUNITY  
DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
WEDNESDAY, AUGUST 23, 2023 6:00 PM  
CITY HALL**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. CITIZENS COMMENTS**

**IV. CONSENT AGENDA**

1. Approval of April 26, 2023 Community Development Authority Minutes

**V. DISCUSS CDA FUND BALANCES**

1. Facade Grant Balance

**VI. OTHER ITEMS OF DISCUSSION/POSSIBLE ACTION**

1. Discuss with Possible Action, Debra Rash's Request for Payment in Deviation from Facade Grant Program Guidelines

Property: 119 S Main Street, Mayville, WI 53050

Facade Grant approved by C.D.A. on October 26, 2022.

**VII. ADJOURNMENT**

Nicolas Lodahl  
Chairperson

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.

**Meeting: City of Mayville Community Development Authority**  
**Place: MAYVILLE CITY HALL, 15 S. SCHOOOL ST.**  
**Date: Wednesday, April 26, 2023**  
**Time: 6:00 pm**

Minutes April 26, 2023

1. Chairperson Lodahl called meeting to order and roll call at 6:00 p.m.  
Committee Member(s) present: Chairperson Nicolas Lodahl, Lisa Neumann,  
Aldersperson Kim Olson, Aldersperson Bob Smith. Member(s) unexcused: Jason  
Binstock
2. Pledge of Alliance
3. Citizen Comments; Lisa Neumann
4. A motion to accept the March 8, 2023 minutes was made by Aldersperson Olson  
and second by Aldersperson Smith. Motion carried.
5. A motion was made by Aldersperson Smith to table discussion on CDA Fund  
Balance since there is no attendance by City Comptroller to report on CDA Fund  
Balances. Chairperson Lodahl second. Motion carried.
6. Discussion with possible action
  1. Main Street Mayville and Mayville Chamber representative Dawn Gindt  
updated committee on Holiday Lights. Aldersperson Smith made a  
recommendation to approve the holiday decorations for the City of Mayville and  
that they do not exceed \$6,000, dependent on the available CDA Funds.  
Aldersperson Olson second. Motion carried.
  2. Discussed Residential Incentive Payouts for ACH RBHS, LLC. for 1165  
Crystal Lane and 777 Clark Street. Aldersperson Smith made a motion to approve  
payments to ACH RBHS, LLC. for homes on 1165 Crystal Lane and 777 Clark  
Street. Chairperson Lodahl second. Motion carried.
7. A Motion to adjourn was made by Aldersperson Smith and second by  
Chairperson Lodahl. Motion carried. Meeting adjourned at 6:15 p.m..

Minutes submitted by Lisa Neumann 4/26/23

Report Criteria:

- Include FUNDS: 21
- Print FUND Titles
- Page and Total by FUND
- Print SOURCE Titles
- Print COST CATEGORY Titles
- All Segments Tested for Total Breaks

Account Number	Account Title	2021-21 Actual	2022-22 Actual	2023-23 Current year Actual	2023-23 Budget	2024-24 Dept Request Budget	2024-24 Incr % +/- Over (invalid date code)
<b>(21) CDA</b>							
<b>SOURCE: 41</b>							
21-41110-72-000-000	CDA - PROPERTY TAX	25,808.00	25,808.00	.00	25,808	.00	-100.00
<b>SOURCE: 46</b>							
21-46750-80-000-000	CDA - ADVERTISING REVENUES	.00	4,087.50	.00	1,350	.00	-100.00
<b>INTEREST INCOME &amp; MISC.</b>							
21-48120-72-000-000	CDA - INTEREST ON INVESTMENTS	.00	.00	.00	.00	.00	.
21-48130-72-000-000	CDA - INVESTMENT INCOME-CAPITA	.00	.00	.00	.00	.00	.
21-48400-80-000-000	Loan Repayment Revenue	.00	.00	.00	.00	.00	.
21-48500-80-000-000	CDA - DONATION REVENUE	6,793.00	.00	.00	.00	.00	.
21-48800-72-000-000	CDA - OTHER REVENUES	159,222.01	300.01	.00	.00	.00	.
<b>SOURCE: 49</b>							
21-49110-72-000-000	CDA - BOND PROCEEDS	.00	.00	.00	.00	.00	.
21-49220-72-600-000	TRANSFER IN FROM TIF 3	.00	.00	.00	.00	.00	.
21-49220-78-100-000	TRANSFER IN FROM MCDC (81)	.00	.00	.00	.00	.00	.
<b>GENERAL GOVERNMENT</b>							
21-51410-72-705-000	CDA - FACADE INITIATIVES	11,769.60	5,000.00	.00	10,000	.00	-100.00
21-51420-72-363-000	CDA - MISC EXPENSE TIF #3	.00	.00	.00	800	.00	-100.00
21-51420-72-651-000	CDA - INTEREST ON LEASE REVENU	.00	.00	.00	.00	.00	.
21-51420-72-660-000	CDA - PRINCIPAL ON LRB'S	.00	.00	.00	.00	.00	.
<b>CONSERVATION &amp; DEVELOPMENT</b>							
21-56700-72-212-000	CDA - BOARDS & COMMISSIONS	588.00	432.00	.00	1,008	.00	-100.00
21-56700-72-305-000	CDA - POSTAGE	.00	.00	.00	.00	.00	.
21-56700-72-318-000	CDA - PROMOTIONS ADVERTISING	6,343.22	4,600.00	.00	6,350	.00	-100.00
21-56700-72-354-000	CDA - DEVELOP INITIATIVE MISC	155,162.00	15,781.00	14,725.00	16,000	.00	-100.00
21-56700-72-363-000	CDA - MISC EXPENSE	906.53	831.25	.00	.00	.00	.
21-56700-72-364-000	MISC PAYMENTS TO TIF #3	.00	.00	.00	.00	.00	.
<b>COST CATEGORY: 58</b>							
21-58200-07-650-000	CDA COST OF ISSUANCE	.00	.00	.00	.00	.00	.
<b>OTHER FINANCING USES</b>							
21-59243-72-600-000	CDA - TRANSFER TO TIF#3	.00	.00	.00	.00	.00	.
<b>(21) CDA Revenue Total:</b>		<b>191,823.01</b>	<b>30,195.51</b>	<b>.00</b>	<b>27,158</b>	<b>.00</b>	<b>-100.00</b>
<b>(21) CDA Expenditure Total:</b>		<b>174,769.35</b>	<b>26,644.25</b>	<b>14,725.00</b>	<b>34,158</b>	<b>.00</b>	<b>-100.00</b>
<b>Net Total (21) CDA:</b>		<b>17,053.66</b>	<b>3,551.26</b>	<b>14,725.00-</b>	<b>7,000-</b>	<b>.00</b>	<b>-100.00</b>
<b>Net Grand Totals:</b>		<b>17,053.66</b>	<b>3,551.26</b>	<b>14,725.00-</b>	<b>7,000-</b>	<b>.00</b>	<b>-100.00</b>

CITY OF MAYVILLE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(21) CDA

	PERIOD AMOUNT	YTD ACTUAL	PRIOR YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDG
<u>SOURCE 41</u>						
21-41110-72-000-000 CDA - PROPERTY TAX	.00	.00	.00	25,808.00	( 25,808.00)	.0
TOTAL SOURCE 41	.00	.00	.00	25,808.00	( 25,808.00)	.0
<u>SOURCE 46</u>						
21-46750-80-000-000 CDA - ADVERTISING REVENUES	.00	.00	.00	1,350.00	( 1,350.00)	.0
TOTAL SOURCE 46	.00	.00	.00	1,350.00	( 1,350.00)	.0
<u>INTEREST INCOME &amp; MISC.</u>						
21-48800-72-000-000 CDA - OTHER REVENUES	.00	.00	100.01	.00	.00	.0
TOTAL INTEREST INCOME & MISC.	.00	.00	100.01	.00	.00	.0
TOTAL FUND REVENUE	.00	.00	100.01	27,158.00	( 27,158.00)	.0

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(21) CDA

		PERIOD AMOUNT	YTD ACTUAL	PRIOR YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDG
21-51410-72-705-000	CDA - FACADE INITIATIVES	.00	.00	.00	10,000.00	( 10,000.00)	.0
	TOTAL DEPARTMENT 410	.00	.00	.00	10,000.00	( 10,000.00)	.0
	<u>DEPARTMENT 420</u>						
21-51420-72-363-000	CDA - MISC EXPENSE TIF #3	.00	.00	.00	800.00	( 800.00)	.0
	TOTAL DEPARTMENT 420	.00	.00	.00	800.00	( 800.00)	.0
21-56700-72-212-000	CDA - BOARDS & COMMISSIONS	.00	.00	.00	1,008.00	( 1,008.00)	.0
21-56700-72-318-000	CDA - PROMOTIONS ADVERTISING	.00	.00	2,800.00	6,350.00	( 6,350.00)	.0
21-56700-72-354-000	CDA - DEVELOP INITIATIVE MISC	14,725.00	14,725.00	15,781.00	16,000.00	( 1,275.00)	92.0
21-56700-72-363-000	CDA - MISC EXPENSE	.00	.00	4,645.50	.00	.00	.0
	TOTAL DEPARTMENT 700	14,725.00	14,725.00	23,226.50	23,358.00	( 8,633.00)	63.0
	TOTAL FUND EXPENDITURES	14,725.00	14,725.00	23,226.50	34,158.00	( 19,433.00)	43.1
	NET REVENUE OVER EXPENDITURES	( 14,725.00)	( 14,725.00)	( 23,126.49)	( 7,000.00)	( 7,725.00)	(210.4)

CITY OF MAYVILLE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

(21) CDA

	PERIOD AMOUNT	YTD ACTUAL	PRIOR YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDG
<u>SOURCE 46</u>						
21-46750-80-000-000 CDA - ADVERTISING REVENUES	.00	.00	.00	1,350.00	( 1,350.00)	.0
TOTAL SOURCE 46	.00	.00	.00	1,350.00	( 1,350.00)	.0
TOTAL FUND REVENUE	.00	.00	.00	1,350.00	( 1,350.00)	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	1,350.00	( 1,350.00)	.0



## Community Development Authority Façade Improvement Program

Non-Refundable fee of \$100 due at time of Application

### **Introduction:**

The Façade Improvement Program has been established by the Mayville Common Council and may be utilized in conjunction with the Community Development Authority's Design Grant Program.

### **Purpose/Mission:**

- To improve the business climate in downtown Mayville and the Central Business District
- To improve the aesthetics along with beautify existing downtown buildings and businesses
- To enhance the quality of life in the Mayville area.

### **Façade Improvement Program:**

Property owners in conjunction with businesses within the Downtown and Central Business District of the City of Mayville are eligible for up to \$5,000 in matching grant funds for improvements to the exterior of their building and improvements visible from the exterior of the building. As a matching grant program, the Community Development Authority will reimburse the property owner for up to 50% of the expense to a maximum grant amount of \$5,000 on a case-by-case basis. All grants will be rewarded to eligible applicants while funds are available. Applicants are eligible for only one grant award per parcel in a 24 month period, unless otherwise approved by the Community Development Authority.

### **Eligible Applicants:**

- Commercial property
- Business property
- Commercial property having a residence
- Residential property
- Non-profit entities (parcel must pay property taxes to the City of Mayville)

within the Downtown or Central Business District of the City of Mayville .

- No application will be reviewed or presented to the Community Development Authority for consideration on behalf of an individual or entity if the grant recipient or landlord (if not the same entity) is delinquent with their City of Mayville Property Taxes or Mayville Utility Bills on any property located within the City.
- Eligible projects must meet the requirements of the Zoning code and design standards identified in the Mayville Municipal Code.
- The building receiving the façade improvement must be structurally sound. If applicable and a building permit is necessary, the building inspector would need to certify the building is sound before receiving the grant.
- No parcel shall receive more than one (1) grant during the 24 month period following the initial grant receipt.

**Eligible Activities:**

- Downtown and Central Business renovations including but not limited to
  - Signage
  - Awnings
  - Exterior lighting
  - Sand blasting
  - Siding
  - Painting
- Other expenses deemed eligible by the Community Development Authority

**Ineligible Activities:**

- All interior renovations
- Other expenses deemed ineligible by the Community Development Authority

**Process:**

1. Applications are distributed and collected by the Community Development Authority at Mayville City Hall, Clerk's Office, 15 South School Street.
  - As there are Code restrictions, it is the applicant's responsibility to receive approval from the City's Building Inspector for all projects prior to submission of the application.



2. Completed applications, along with contractor estimates and letter from mortgage lender, must be submitted no later than the 1<sup>st</sup> Monday of the month in order to be considered at the Community Development Authority meeting for that month. Applicants must attend the scheduled Community Development Authority meeting. Regular Community Development Authority meetings are held the 4th Wednesday of every month at 6:00 pm, Mayville City Hall, Common Council Chambers.
3. Notification of approval/denial will be provided to the applicant by the Community Development Authority within ten (10) days following the meeting. Note that the project must be approved prior to any of the work taking place.
  - Failure to have prior approval from the Community Development Authority may result in a denial of the funding request for the qualifying project.
4. All projects must be underway within 120 days of grant approval.
5. Appropriate documentation such as invoices, must be submitted to the City Clerk for the fund reimbursement upon completion of the project. All reimbursable expenses must be within 180 days of the grant approval.
6. If the projects are not completed in accordance with the requirements and time schedule identified, then the applicant must reappear to request approval for an extension.
7. Façade Improvement grant recipients must post the Community Development Authority sign in their business window for 60 days following receipt of grant money.

**Applications:**

- Complete Community Development Authority Façade Improvement Program Application (attached)
- Complete Release of Information letter (attached)
- Submit contractor estimates for proposed project
- Submit letter from mortgage lender (if applicable) documenting good standing

**Design Guidelines:**

All applicants shall utilize the design standards set forth in the City Guidelines for designing improvements to buildings. These design criteria will be recommended by the Community Development Authority to the Common Council.

- **Purpose & Intent:**
  - It is the general intent of the Community Development Authority to renovate, preserve and maintain properties within the redevelopment area of the City of Mayville through a process of design review in order to:
    - Encourage urban design excellence
    - Integrate urban design and preservation of Mayville's heritage into the process of redevelopment
    - Enhance the character of the City of Mayville business and residential community
- **Applicability:**
  - **Context:** The facility is designed in a manner that is mindful of and complementary to the existing building and natural environment.
  - **Harmony:** The facility uses materials, forms and colors that serve as unifying elements with the surrounding buildings and natural environment.
  - **Compatibility:** The facility should be compatible with nearby building architectural scale, color, rhythm and proportions.
  - **Building Design:** All buildings shall be designed with attention and sensitivity to the historical, architectural and physical context in which they are located.
  - **Façade:** Façades should exhibit rhythms similar to those found in adjacent structures.
  - **Colors:** Color selections of exterior surfaces, materials and equipment should not detract from the surrounding area. Neon and florescent tones are prohibited.
  - **Awnings:** Awnings and canopies are encouraged. If provided, they should be designed as an integral component of the building façade.
  - **Signage:** Placement of signs shall not be unduly obscure or interfere with sight lines to other properties. Signs should be architecturally compatible and contribute to the character of the area through incorporation of tasteful presentation.
  - **Historic Preservation:** Preservation of unique historic or architectural landmarks is encouraged.



## Community Development Authority Façade Improvement Program Application

**Applicant Information:**

Name(s): \_\_\_\_\_

Phone # (cell): \_\_\_\_\_ (home): \_\_\_\_\_ (work): \_\_\_\_\_

Residential Address (street, city, state, zip): \_\_\_\_\_

Email: \_\_\_\_\_

**Business Information:**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Check One: \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

Name of Partners/Corporate Officers: \_\_\_\_\_

**Property Owner:**

Check if the same as Applicant

Name(s): \_\_\_\_\_

Phone # (cell): \_\_\_\_\_ (home): \_\_\_\_\_ (work): \_\_\_\_\_

Residential Address (street, city, state, zip): \_\_\_\_\_

Email: \_\_\_\_\_

**Project Information:**

Description of proposed project (attach photographs, project plans or drawings): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How does this project meet the purpose/mission of the Façade Improvement Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated start date: \_\_\_\_\_ Estimated completion date: \_\_\_\_\_

**Project Budget:**

Total Cost: \_\_\_\_\_

Total Cost requesting from grant: \_\_\_\_\_

Source of other funding: \_\_\_\_\_

Applicant(s) signature(s): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

..... **For Office Use Only** .....

Date received in Clerk's Office: \_\_\_\_\_

Received by: \_\_\_\_\_

Date of Next CDA meeting: \_\_\_\_\_

**Community Development Authority  
Façade Improvement Program  
Release of Information Letter**

Date: \_\_\_\_\_

To:  
City of Mayville  
City Clerk  
15 S. Main St.  
PO Box 273  
Mayville, WI 53050

To Whom It May Concern:

I hereby authorize the Mayville Community Development Authority (CDA) permission to share all application materials with CDA members who will be reviewing my application. I acknowledge that information provided to the CDA may be released upon request in compliance with the open record requirements and in accordance with the freedom of information act. I acknowledge that I am to attend the CDA meeting in which this request will be reviewed and that the City of Mayville will notify me of that meeting.

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Anastasia Gonstead

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**From:** Anastasia Gonstead  
**Sent:** Sunday, July 16, 2023 2:30 PM  
**To:** D Rash  
**Subject:** RE: Facade Application  
**Attachments:** CDA Facade application - terms.pdf

From the initial email, it sounded as if the work was not underway yet, but a downpayment had been made for the custom window. Per the information I have, #4 under "process" indicates all projects must be underway within 120 days of grant approval and #5 indicates all appropriate documentation must be submitted to the City Clerk for the fund reimbursement upon completion of the project, and those must be submitted within 180 days of grant approval. As the request for reimbursement falls outside of these terms, as the work is not yet complete, and there may be some timing issues, this is why it needs to go in from of the CDA for consideration.

Sincerely,

*Anastasia Gonstead*

City Clerk  
City of Mayville  
PO Box 273  
15 S School St, Mayville, WI 53050  
(P) 920-387-7900 ext 1203  
(F) 920-387-7919



[www.mayvillecity.com](http://www.mayvillecity.com)

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**From:** D Rash <rashdlwyr@yahoo.com>  
**Sent:** Friday, July 14, 2023 7:34 PM  
**To:** Anastasia Gonstead <cityclerk@mayvillecity.com>  
**Subject:** Re: Facade Application

Good evening and thank you for following up.

However, kindly note I am not requesting a variance. A variance from and for what? Your communication is unclear.

My facade application and request were approved at the October 2022 City Redevelopment Hearing.

I am simply seeking receipt of the \$5k facade award, and inquiring where do I send the receipt evidencing not only the required amount of \$5k was spent for reimbursement, but I exceeded the amount, which is not required.

I understood the hearing was recorded. Do you have an oral and written record from the October 2022 hearing?

In any event, if you're unable to process and complete the request, I will appear at the Redevelopment Hearing, and simply repeat what was already awarded, as again I am not seeking any type of variance.

Thank you.

D. Rash

Sent from my iPhone

On Jul 14, 2023, at 10:28 AM, Anastasia Gonstead <[cityclerk@mayvillecity.com](mailto:cityclerk@mayvillecity.com)> wrote:

As this would be a variation from what is outlined in the Community Development Authority Façade Improvement Program, I do not have the authority to approve that. What I can do, however, is put the request on this month's agenda.

I will have the request for this variation from program added for consideration at the July 26, 2023 Community Development Authority. Meeting is at 6PM at Mayville City Hall. You will need to be present to explain the current situation and your request.

Thank you!

Sincerely,

*Anastasia Gonstead*

City Clerk

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15 S School St, Mayville, WI 53050

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**From:** D Rash <[rashdlwyr@yahoo.com](mailto:rashdlwyr@yahoo.com)>  
**Sent:** Friday, July 14, 2023 9:16 AM  
**To:** Anastasia Gonstead <[cityclerk@mayvillecity.com](mailto:cityclerk@mayvillecity.com)>  
**Subject:** Re: Façade Application

Good morning, the address is 119 South Main Street, Mayville 53050.

It was approved in October 2022.

Thank you.

Sent from my iPhone

On Jul 14, 2023, at 9:44 AM, Anastasia Gonstead <[cityclerk@mayvillecity.com](mailto:cityclerk@mayvillecity.com)> wrote:

Good morning, Mr. Rash,

As I was not here for the history of this façade grant, could you please inform me which property address this is in reference to?

Sincerely,

*Anastasia Gonstead*

City Clerk  
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15 S School St, Mayville, WI 53050  
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---

**From:** D Rash <[rashdlwyr@yahoo.com](mailto:rashdlwyr@yahoo.com)>  
**Sent:** Thursday, July 13, 2023 8:36 PM  
**To:** Anastasia Gonstead <[cityclerk@mayvillecity.com](mailto:cityclerk@mayvillecity.com)>  
**Subject:** Fw: Facade Application

Attn: Ms. Agonstead: FYI

----- Forwarded Message -----

**From:** D Rash <[rashdlwyr@yahoo.com](mailto:rashdlwyr@yahoo.com)>  
**To:** Sara Decker <[sdecker@mayvillecity.com](mailto:sdecker@mayvillecity.com)>  
**Sent:** Thursday, July 6, 2023 at 04:08:41 PM CDT  
**Subject:** Fw: Facade Application

Hi Sara, following up relative to the \$5K facade grant awarded by the City last fall.

Due to impending inclement weather at the time, if you recall, I requested whether I could provide receipts next Spring/Summer. I.e. I made a substantial down payment for exterior front windows; given the size of the windows, they were custom ordered and I expect installation within the next three months.

Can I send evidence of the down payment for the \$5K reimbursement. The total cost of the windows exceeded \$30K, and I made a \$12K deposit.



I also plan to have the front and rear building tuck pointed and front building trim painted, however waiting on estimates as I hope to work with a local contractor/downtown business.

Let me know, thanks much!

D. Rash

----- Forwarded Message -----

**From:** Sara Decker <[sdecker@mayvillecity.com](mailto:sdecker@mayvillecity.com)>

**To:** D Rash <[rashdlwyr@yahoo.com](mailto:rashdlwyr@yahoo.com)>

**Sent:** Monday, October 17, 2022 at 11:32:27 AM CDT

**Subject:** Facade Application

I received your application for the façade improvement grant. I will have that item on the CDA agenda on 10/26 at 6:00 p.m. Please plan on attending the meeting, if possible. The committee will discuss the project with you at that time.

Let me know if you have any questions prior.

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



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## Anastasia Gonstead

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**Sent:** Friday, July 14, 2023 9:28 AM  
**To:** D Rash  
**Subject:** RE: Facade Application

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I will have the request for this variation from program added for consideration at the July 26, 2023 Community Development Authority. Meeting is at 6PM at Mayville City Hall. You will need to be present to explain the current situation and your request.

Thank you!

Sincerely,

*Anastasia Gonstead*

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Sincerely,

*Anastasia Gonstead*

City Clerk

City of Mayville

PO Box 273

15 S School St, Mayville, WI 53050

(P) 920-387-7900 ext 1203

(F) 920-387-7919



[www.mayvillecity.com](http://www.mayvillecity.com)

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**From:** D Rash <[rashdlwyr@yahoo.com](mailto:rashdlwyr@yahoo.com)>  
**Sent:** Thursday, July 13, 2023 8:36 PM  
**To:** Anastasia Gonstead <[cityclerk@mayvillecity.com](mailto:cityclerk@mayvillecity.com)>  
**Subject:** Fw: Facade Application

Attn: Ms. Agonstead: FYI

----- Forwarded Message -----

**From:** D Rash <[rashdlwyr@yahoo.com](mailto:rashdlwyr@yahoo.com)>  
**To:** Sara Decker <[sdecker@mayvillecity.com](mailto:sdecker@mayvillecity.com)>  
**Sent:** Thursday, July 6, 2023 at 04:08:41 PM CDT  
**Subject:** Fw: Facade Application

Hi Sara, following up relative to the \$5K facade grant awarded by the City last fall.

Due to impending inclement weather at the time, if you recall, I requested whether I could provide receipts next Spring/Summer. I.e. I made a substantial down payment for exterior front windows; given the size of the windows, they were custom ordered and I expect installation within the next three months.

Can I send evidence of the down payment for the \$5K reimbursement. The total cost of the windows exceeded \$30K, and I made a \$12K deposit.

I also plan to have the front and rear building tuck pointed and front building trim painted, however waiting on estimates as I hope to work with a local contractor/downtown business.

Let me know, thanks much!

D. Rash

----- Forwarded Message -----

**From:** Sara Decker <[sdecker@mayvillecity.com](mailto:sdecker@mayvillecity.com)>

**To:** D Rash <[rashdlwyr@yahoo.com](mailto:rashdlwyr@yahoo.com)>

**Sent:** Monday, October 17, 2022 at 11:32:27 AM CDT

**Subject:** Facade Application

I received your application for the façade improvement grant. I will have that item on the CDA agenda on 10/26 at 6:00 p.m. Please plan on attending the meeting, if possible. The committee will discuss the project with you at that time.

Let me know if you have any questions prior.

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](http://www.mayvillecity.com)



Kim Olson  
Alderson  
Bob Smith  
Alderson  
Matthew Weisensel  
Jason Binstock

Nicolas Lodahl  
Michael Hansen  
Lisa Neumann

**CITY OF MAYVILLE COMMUNITY  
DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
WEDNESDAY, OCTOBER 26, 2022 6:00 PM  
CITY HALL**

**I. CALL TO ORDER**

Dawn Gindt, Debra Rash, Mike Hansen, Bob Smith, Jason Binstock, Nick Lodahl, Sara Decker, Kim Olson, Melissa

No Matthew or Lisa

**II. PLEDGE OF ALLEGIANCE—WITH MOMENT OF SILENCE FOR FELIX**

**III. CITIZENS COMMENTS—NONE.**

**IV. CONSENT AGENDA**

1. Approve the Minutes of the August 24, 2022 Meeting—Kim, bob, unanimous.

**V. DISCUSS CDA FUND BALANCES—ONLY CHANGE WAS \$5,000 TO**  
Bob, nick-approve fund balances.

**VI. OTHER ITEMS OF DISCUSSION/POSSIBLE ACTION**

1. Discuss/Approve Extension of Façade Improvement Grant: Marxman Outdoors  
Bob, nick extend to the beginning of 2023.

2. Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster—Debra present.

\$5,000 is the max. Ruedebush building. Exterior façade, clean brick, tuck point and pint trim. Replace the windows. Estimates provided. Likely can't begin until early spring. Approve it starting January 2023—if can't get it done from there then will apply for an extension.

Bob and kim. \$5,000.

Already has done electrical and painting. Repurpose/upcycle—will be a commercial space. 5-0.

3. Update on Spectrum Reach Advertising Plan—read email and looked at reports from Lisa.

The commercials are doing well. Hard to measure how many people end up in Mayville after viewing the commercials.

3. Discuss with Possible Action Goals and Recommendations from the Housing and Economic Development Strategy

Melissa—explained the housing and economic adjustment strategy.

4. Discuss with Possible Action Grant Opportunities for Splash Pad—kim has been working on this for the last 8 years. Talked to other cities. Can't afford an outdoor swimming pool—we have the indoor one at the TAG. We are in dire need of a splash pad for our community. Hasn't found any grants. Melissa-expert on grants. Need to have a plan. More so a Park & Rec dept—need to start thinking about it.

Nick-should be a park & rec thing. no problem Melissa working with them-grants and things with that. Would need to look at contract. Splash pad isn't going to happen until you get people together like the library.

Mayor is working on a steering committee.

BD. \$1.4 million—already had the filtration from it. Pool \$3-\$5 million.

Before covid—New Lisbon built one off of their aquatic center-\$17,000-Neuman Pools from Beaver Dam.

Bob-Nick is right. Wife started the idea. That has been going on 10 plus year. Before that wanted a dog park-get a group together-fundraises and comes up with plans-that's the way that it happens.

Some kind of grants for community recreation.

Look for donations.

Melissa-some grant funds, possibly TIF.

Kim has 2 other key people that are very interested.

Kids grow up and they lose interest.

No problem with melissa connecting with the Parks and Rec if someone puts together a plan.

6. Set Next Meeting Date/Time—Wednesday, January 25<sup>th</sup>.

## VII. ADJOURNMENT

Chairperson

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.





# Community Development Authority Façade Improvement Program Application

**Applicant Information:**

Name(s): Debra L. Rash

Phone # (cell): 414 651-2322 (home): \_\_\_\_\_ (work): \_\_\_\_\_

Residential Address (street, city, state, zip): 191 W 28362 Hickory Road

Email: cashd1wyr@yahoo.com Hartland WI 53029

**Business Information:**

Business Name: Reimagined Red Rooster

Business Address: 119 S. Main Street Mayville WI 53050

Business Phone #: 414-651-2322

Type of Business: Repurpose upcycle, custom paint furniture Home office

Check One:  Individual  Partnership  Corporation Home office

Name of Partners/Corporate Officers: \_\_\_\_\_

Property Owner:  Check if the same as Applicant

Name(s): \_\_\_\_\_

Phone # (cell): \_\_\_\_\_ (home): \_\_\_\_\_ (work): \_\_\_\_\_

Residential Address (street, city, state, zip): \_\_\_\_\_

Email: \_\_\_\_\_

Attachment: SKM\_C360122102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)

[Faint, illegible text, possibly bleed-through from the reverse side of the page]

**Project Information:**

Description of proposed project (attach photographs, project plans or drawings): \_\_\_\_\_

- repair replace windows, frame, trim, install, assembly in style over the cost;
- Repair blq. trim, frame labor, material; interior *these attached*

How does this project meet the purpose/mission of the Façade Improvement Project: \_\_\_\_\_

- encourage broader community to embrace support local
- enhance downtown aesthetics, businesses;
- Beautify downtown, revival
- destination location, wild connection proximity to marsh, beautiful Rock River

Estimated start date: November 22 Estimated completion date: Spring '23

*(weather permitting)*

**Project Budget:**

Total Cost: \$35,000.00

Total Cost requesting from grant: Maximum Award Amount

Source of other funding: Loan / personal

Applicant(s) signature(s): 

Date: 10/4/22

.....For Office Use Only.....

Date received in Clerk's Office: \_\_\_\_\_

Received by: \_\_\_\_\_

Date of Next CDA meeting: \_\_\_\_\_

Attachment: SKM\_C360i22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)

Handwritten notes at the top of the page, including the number '120' and some illegible text.

Main body of handwritten notes, consisting of several lines of text that are mostly illegible due to blurriness.

A small handwritten note or signature located in the middle-right section of the page.

Another small handwritten note or signature located in the lower-middle section of the page.

# Community Development Authority Façade Improvement Program Release of Information Letter

Date: 10/4/22

To:  
City of Mayville  
City Clerk  
15 S. Main St.  
PO Box 273  
Mayville, WI 53050

To Whom It May Concern:

I hereby authorize the Mayville Community Development Authority (CDA) permission to share all application materials with CDA members who will be reviewing my application. I acknowledge that information provided to the CDA may be released upon request in compliance with the open record requirements and in accordance with the freedom of information act. I acknowledge that I am to attend the CDA meeting in which this request will be reviewed and that the City of Mayville will notify me of that meeting.

Name (print): Debra L. Rask

Signature: 

Date: 10/4/22

Attachment: SKM\_C360i22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)



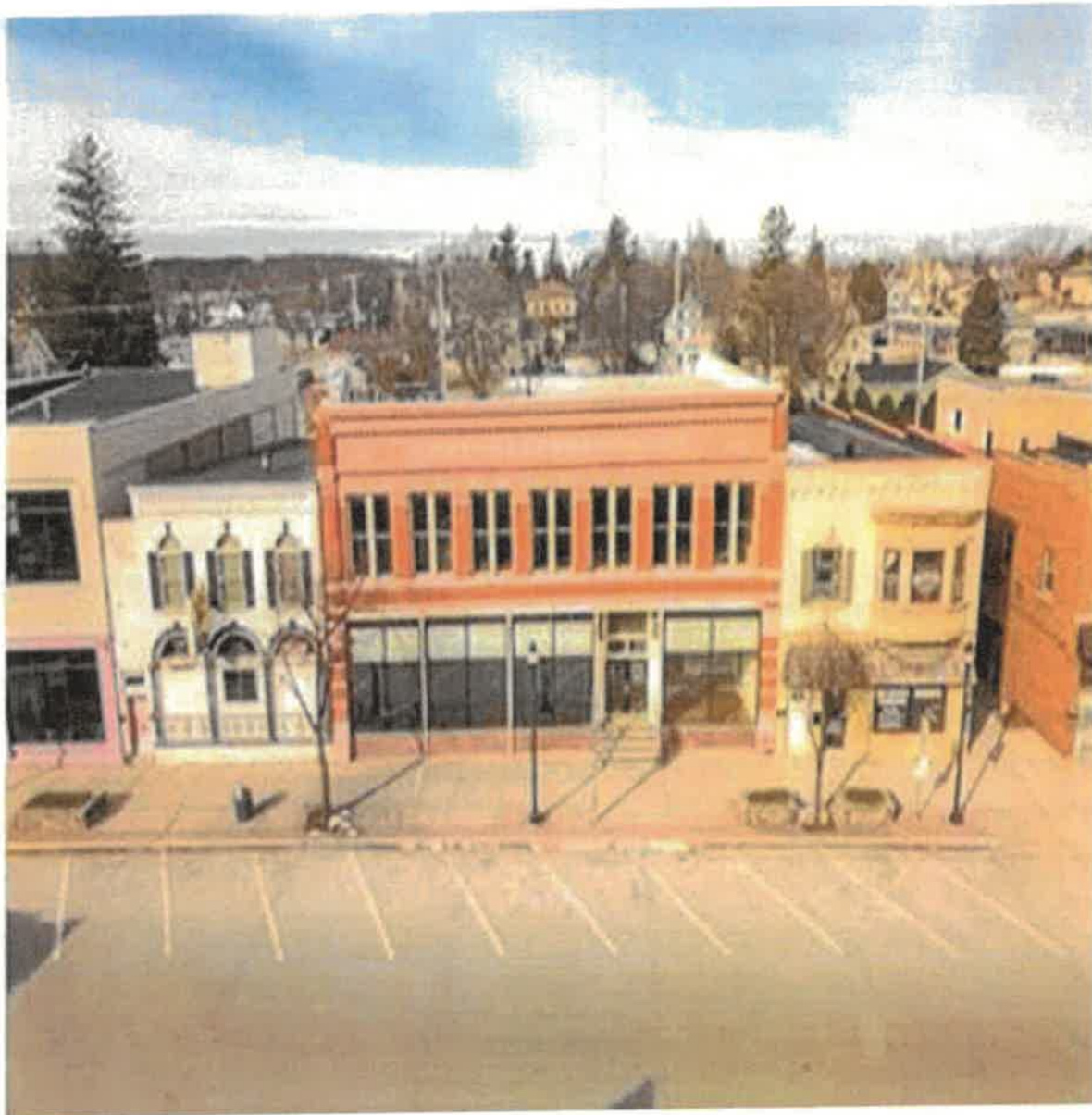


### Correct Aerial Exterior Mayville Building Photo

From: D Rash (rashdlwyr@yahoo.com)

To: rashdlwyr@yahoo.com

Date: Monday, September 19, 2022 at 05:00 PM CDT



Attachment: SKM\_C360i22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)



To: Debra Rash  
rashdlwyr@yahoo.com

Project: 119 S. Main St. Mayville  
Exterior Refresh  
Proposal #: 35297  
Date: 6/15/22  
Estimator: Kevin Chmielewski  
Base Bid: \$10,490.00  
TEN THOUSAND FOUR HUNDRED  
NINETY DOLLARS

Bidding Section(s): Painting

If a Waiver of Subrogation is required ADD SUM OF: \$75.00

**TERMS:** Ninety percent to be paid during the progress of the work, the balance to be paid upon satisfactory completion of all work contracted.

We propose to furnish labor, material, tools, and equipment to do the Painting work as follows:

Wash items to be painted, scrape any loose paint, spot prime bare areas, and apply 2 coats of 100% acrylic exterior enamel to windows, pink band under the windows, pink accents under the windows, and yellow painted items under the windows.

Proposal **does not** include painting any of the red brick, or painted items above the windows.

**Alternate:** Paint the yellow letters and 91 above the windows ADD SUM OF: \$990.00

APPROVED:

DATE:

16055 W RYERSON ROAD \* NEW BERLIN, WI 53151  
414-545-6774

Attachment: SKM\_C360122102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)



**RASH, DEBRA**  
**RASH, DEBRA**

Quote #: YG3SERU

A Proposal for Window and Door Products prepared for:

**Shipping Address:**

LISBON STORM SCREEN & DOOR  
 5006 W Lisbon Ave  
 Milwaukee, WI 53210-2853



LANCE ELLIS  
 LISBON STORM SCREEN & DOOR  
 5006 W LISBON AVE  
 MILWAUKEE, WI 53210-2853  
 Phone: (414) 445-8899

Email: lance@lisbonstorm.com

This report was generated on 6/1/2022 10:28:46 AM using the Marvin Order Management System, version 0003.14.00 (Current). Price in USD. Unit availability and price are subject to change. Dealer terms and conditions may apply.

Featuring products from:

**MARVIN**

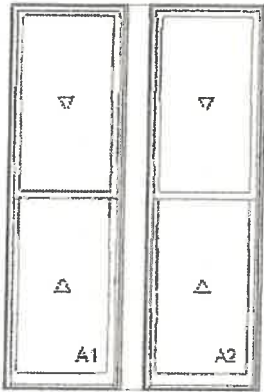
Attachment: SKM\_C360i22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)

**LINE ITEM QUOTES**

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1	Mark Unit: FRONT WINDOWS	Net Price:		3,718.38
Qty: 7		Ext. Net Price:	USD	26,028.66

**MARVIN**



As Viewed From The Exterior

Entered As: FS  
 MO 66 1/2" X 101 1/4"  
 FS 66" X 101"  
 RO 67" X 101 1/2"

Ebony Clad Exterior  
 Painted Interior Finish - Designer Black - Pine Interior  
 2W1H - Rectangle Assembly  
 Assembly Frame Size  
 66" X 101"  
 Assembly Rough Opening  
 67" X 101 1/2"

Unit: A1  
 Ultimate Double Hung G2  
 Basic Frame 30" X 101"  
 Rough Opening 31" X 101 1/2"

Top Sash  
 Ebony Clad Sash Exterior  
 Painted Interior Finish - Designer Black - Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Black Perimeter Bar  
 Ogee Interior Glazing Profile

Bottom Sash  
 Ebony Clad Sash Exterior  
 Painted Interior Finish - Designer Black - Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Black Perimeter Bar  
 Ogee Interior Glazing Profile  
 Black Interior Weather Strip Package  
 Black Exterior Weather Strip Package  
 Matte Black Non-Tilt Sash Lock  
 Matte Black Top Sash Strike Plate Assembly Color

Aluminum Screen  
 Ebony Surround  
 Bright View Mesh  
 \*\*\*Screen/Combo Ship Loose

Unit: A2  
 Ultimate Double Hung G2  
 Basic Frame 30" X 101"  
 Rough Opening 31" X 101 1/2"

Top Sash  
 Ebony Clad Sash Exterior  
 Painted Interior Finish - Designer Black - Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Black Perimeter Bar  
 Ogee Interior Glazing Profile

Bottom Sash  
 Ebony Clad Sash Exterior  
 Painted Interior Finish - Designer Black - Pine Sash Interior  
 IG - 1 Lite  
 Low E2 w/Argon  
 Black Perimeter Bar  
 Ogee Interior Glazing Profile  
 Black Interior Weather Strip Package  
 Black Exterior Weather Strip Package  
 Matte Black Non-Tilt Sash Lock  
 Matte Black Top Sash Strike Plate Assembly Color

Attachment: SKM\_C360i22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)

Aluminum Screen  
Ebony Surround  
Bright View Mesh  
\*\*\*Screen/Combo Ship Loose  
Vertical Solid Space Mull 6"  
Standard Mull Charge  
4 9/16" Jamb  
Nailing Fin  
\*\*\*Note: This configuration meets a minimum structural performance of DP 20 through either physical testing or calculations in accordance with AAMA 450 and building code requirements. Mull certification ratings may vary from individual unit certification ratings. Reference the mulling chapter of the ADM for additional information.  
\*\*\*Note: Unit Availability and Price is Subject to Change

Project Subtotal Net Price: USD	26,028.66
5.500% Sales Tax: USD	1,431.58
Project Total Net Price: USD	27,460.24

Attachment: SKM\_C360i22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)



235 West Scott Street  
Fond du Lac, WI 54935  
(920) 923-0721  
[info@wrightwaybuilt.com](mailto:info@wrightwaybuilt.com)  
[www.wrightwaybuilt.com](http://www.wrightwaybuilt.com)

06/03/2022

Quote #: #49911

**Customer:** Debra Rash

414-651-2332

**Address of Property:**

119 S Main St

Mayville, WI 53050

**Salesperson:**

Jon Fuhrmann

(920) 948-2086

[jfuhrmann@wrightwaybuilt.com](mailto:jfuhrmann@wrightwaybuilt.com)

**Your Infinity from Marvin Window Solution Includes:** ✓ Infinity from Marvin Certified Installer  
✓ Green Seal Certified ✓ BBB Accredited ✓ NO Subcontractors ✓ Fully Licensed and Insured  
✓ Gold Certified Indoor Air ✓ Local Service

**Infinity is backed by Marvin Windows and Doors, an industry leader since the 1930's**

**Description of Quote:**

- Insert replacement windows in 14 openings within the building.

<b>LIST PRICE:</b>	\$46,064.90
<b>DISCOUNTS:</b>	\$8,106.56
<b>TOTAL INVESTMENT:</b> (TAX INCLUDED)	\$37,958.34
<b>INITIAL INVESTMENT:</b> (PERMITS TO BE ADDED)	\$15,000.00
<b>UPON COMPLETION:</b>	\$22,958.34



(Note: this proposal may be withdrawn by us if not accepted within 30 days.)

Attachment: SKM\_C360i22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)

**Installation Method:**

**Insert Installation:** Yes

**Opening Qty:** 14

- Remove and dispose of existing windows. – Insulate around window with ¼" foam tape (does not absorb water). - Through jamb installation. – Interior stops as needed. – Quadruple silicone sealant system
  - Deluxe wrap: wrap existing exterior trim in metal; all bends in one piece of metal tucked into trim. (Except certain colors upon request).
- Wrap Color:** Black (Eb)

**Full Frame Install:** NO

**Opening Qty:** \_\_\_\_\_

- Remove and dispose of existing windows. – Insulate around window with ¼" foam tape (does not absorb water). - Caulk interior between window frame and RO for air seal. - Through jamb installation - New casing and jamb installation.

**Casing Style:** \_\_\_\_\_ **Wood Species:** \_\_\_\_\_ **Paint/Stain Color:** \_\_\_\_\_

**Full Frame with Nail Fin Install:** NO

**Opening Qty:** \_\_\_\_\_

- Remove and dispose of existing windows. – Install flex-wrap flashing on the rough opening sill, and tape nail fin for air seal. – Insulate around window with ¼" foam tape (does not absorb water) - Caulk interior between window frame and RO for air seal. - Through jamb installation - New casing and jamb installation.

**Casing Style:** \_\_\_\_\_ **Wood Species:** \_\_\_\_\_ **Paint/Stain Color:** \_\_\_\_\_

**Window Quantity to be stained by Wrightway:** N/A **Stain Color:** \_\_\_\_\_

- Customer understands that stained or painted items may not match each other or existing wood in color, graining or darkness.

**Job to be started** 20 **to** 26 **weeks after receipt of the contract and down payment.**

**\*\* Weather permitting \*\***

Attachment: SKM\_C360i22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)

14 x \$1,802.13  
(10% Promo, Kevin Schott Referral Discount) ~~\$2,107.00~~



Exterior Visualization Drawing



Interior Visualization Drawing

**1 - 1 DH**

**Options**

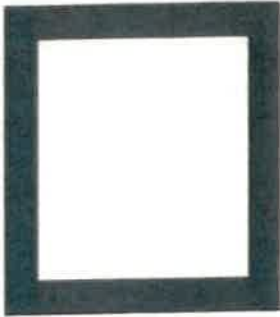
Description:	<i>Infinity Insert Double Hung</i>
Product Category:	<i>Windows</i>
Frame Type:	<i>Insert</i>
Product:	<i>Double Hung</i>
Unit:	<i>Insert Double Hung</i>
Number Wide:	<i>1</i>
Unit Type:	<i>Complete</i>
Measurement Type:	<i>Frame Size</i>
Overall Frame Width:	<i>30</i>
Overall Frame Height:	<i>68</i>
Frame Width:	<i>30</i>
Configuration:	<i>Double Hung</i>
Sash Split:	<i>Standard</i>
Exterior Color:	<i>Ebony</i>
Interior Color:	<i>Ebony</i>
Hardware Color:	<i>Matte Black</i>
Lift Options:	<i>Sash Lift</i>
Interior Weatherstrip Package:	<i>Black</i>
Glass Surface:	<i>Low E2</i>
Tempered:	<i>No</i>
Obscure:	<i>None</i>
Perimeter Bar Color:	<i>Stainless</i>
Grille Type:	<i>None</i>
Grille Pattern:	<i>None</i>
Screen Type:	<i>Extruded Full Screen</i>
Screen Mesh Type:	<i>Charcoal Hi-Transparency Fiberglass Mesh</i>
Exterior Screen Surround:	<i>Ebony</i>
Assembly Inside Opening:	<i>Inside Opening 30 3/8" x 68 1/4"</i>
Assembly Masonry Opening:	<i>Masonry Opening 30 1/2" x 68 1/4"</i>
Glazing Configuration:	<i>Standard Glazing</i>
Laminated:	<i>No</i>
Gas Fill:	<i>Argon Gas</i>
Capillary Tubes:	<i>No</i>
Window Opening Control Device (WOCD):	<i>No</i>
Jamb Size:	<i>3 1/4"</i>
Screen/Combo Ship Loose:	<i>No</i>
Request Assistance?:	<i>No</i>
Insert UI: 130 - 169 (2nd Story):	

Attachment: SKM\_C360122102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)

14 x \$785.58

(10% Promo, Kevin Schott Referral Discount) ~~\$953.35~~

Exterior Visualization Drawing



Interior Visualization Drawing

**2 - 1 DH Pic****Options**

Description:	<i>Infinity Insert Double Hung Picture</i>
Product Category:	<i>Windows</i>
Frame Type:	<i>Insert</i>
Product:	<i>Double Hung</i>
Unit:	<i>Insert Double Hung Picture</i>
Number Wide:	<i>1</i>
Unit Type:	<i>Complete</i>
Measurement Type:	<i>Frame Size</i>
Overall Frame Width:	<i>30</i>
Overall Frame Height:	<i>33.625</i>
Frame Width:	<i>30</i>
Configuration:	<i>Picture</i>
Exterior Color:	<i>Ebony</i>
Interior Color:	<i>Ebony</i>
Class Surface:	<i>Low E2</i>
Tempered:	<i>No</i>
Obscure:	<i>None</i>
Perimeter Bar Color:	<i>Stainless</i>
Grille Type:	<i>None</i>
Grille Pattern:	<i>None</i>
Assembly Inside Opening:	<i>Inside Opening 30 3/8" x 33 7/8"</i>
Assembly Masonry Opening:	<i>Masonry Opening 30 1/2" x 33 7/8"</i>
Glazing Configuration:	<i>Standard Glazing</i>
Laminated:	<i>No</i>
Gas Fill:	<i>Argon Gas</i>
Capillary Tubes:	<i>No</i>
Jamb Size:	<i>3 1/4"</i>
Request Assistance?:	<i>No</i>
Time to Mull Window:	

**Additional Project Details**

Mull Kit - 119029:

14 x \$123.60  
(10% Promo, Kevin Schott  
Referral Discount) ~~\$156.00~~

Package Price:	\$46,064.90
<i>10% Promo Savings:</i>	<i>-\$4,606.56</i>
<i>Kevin Schott Referral Discount Savings:</i>	<i>-\$3,500.00</i>
<b>You Save:</b>	<b>\$8,106.56</b>
Subtotal:	\$37,958.34
Deposit:	-\$15,000.00
Balance:	<b>\$22,958.34</b>

Attachment: SKM\_C360122102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)



## TERMS AND CONDITIONS OF INSTALLATION SERVICES

Please read these terms and conditions carefully. They materially affect the parties' obligations. Wrightway Home Improvements, including its subsidiaries (collectively, "Wrightway") is bargaining for and will do business only on these terms and conditions (these "Terms"), and Wrightway's agreement to installation services (the "Installation Services") on behalf of Wrightway's customers (the "Customers") is expressly subject to and conditioned on the terms and conditions of the Installation Services ("Services").

1. **ENTIRE AGREEMENT; ACCEPTANCE; CONTRARY TERMS.** These Terms and the Commercial Agreement, together with any quotation, statement of work, work order, scope of work, scope of services, order form, purchase order, or any other ordering document, order submission or document of similar effect, regardless of form and including those transmitted via electronic means (each, an "Order Submission"), to the extent so issued, are intended by the parties to be the final expression of their agreement (this "Agreement"), and are intended also as a complete and exclusive statement of the terms and conditions thereof. Any Installation Services performed by Wrightway shall be subject to these Terms. Wrightway's performance is conditional upon these Terms. NOTWITHSTANDING THE CONTENTS OF ANY FORM, THE ONLY EFFECT THEREOF WILL BE TO ACCEPT THESE TERMS. ANY PROVISION OF ANY FORM OR OTHER WRITING INCONSISTENT WITH THESE TERMS WILL NOT CONSTITUTE A PART OF THE AGREEMENT. NO ONLINE OR ELECTRONIC TERMS OR CONDITIONS OF SERVICE PROVIDER WILL BE BINDING UPON WRIGHTWAY. IN NO EVENT WILL WRIGHTWAY BE DEEMED TO HAVE WAIVED ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. The failure of Wrightway to object to provisions contained in any acknowledgement or communication shall not be construed as an acceptance of any such provision or as a waiver of these Terms. Without limiting the foregoing, Wrightway, expressly objects to all additional or contradictory terms specified in any other quote, email, acknowledgement, purchase order, confirmation or other document pertaining to the Installation Services, including without limitation those terms and conditions regarding warranty and indemnity. No modification of any term or condition will be valid or binding upon Wrightway.

2. **NON-EXCLUSIVITY; NO PURCHASE OBLIGATIONS.** Nothing herein shall be deemed to create an exclusive relationship between the parties.

3. **PRICE.** Wrightway warrants that the prices charged the Customers in the quote provided to Customer but are subject to modification should unusual or additional services/costs arise.

4. **WARRANTY.** In addition to all warranties prescribed by law, Manufacturer, and Wrightway; Wrightway represents, warrants and guarantees to its Customers that: (a) the Installation Services will conform strictly to their descriptions, drawings, and all applicable specifications, including, without limitation, those set forth in an Order Submission or those otherwise specified by Customers; (b) the Installation Services shall be fit for the purposes for which they are intended and shall be performed to Customers' satisfaction; (c) Wrightway shall cause the Installation Services to be performed in a professional and workmanlike manner in accordance with best industry standards for similar services, and shall devote adequate resources to meet its obligations under this Agreement; (d) the Installation Services and all aspects of the performance thereof shall comply with all federal, state, and local laws, regulations, or orders; and (e) the Installation Services will not knowingly infringe or misappropriate, or contribute to the infringement or misappropriation of, any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights of any third party. Such warranties, including warranties prescribed by law, will run to Wrightway and its Customers.

5. **INSPECTION; ACCEPTANCE; REJECTION.** The Installation Services purchased are subject to inspection and approval by the Customers at the designated destination for the provision of the Installation Services.

6. **TERMINATION.** Customer may terminate this Agreement in whole or in part, at any time for any reason or no reason but shall do so with liability to Wrightway for the financial payment amounts contained in the Agreement. Wrightway will take any necessary action to protect the property in its or Customer's possession, if any, in which Wrightway has or may acquire an interest, and, to the extent specified, stop performance of Installation Services.

7. **INDEMNIFICATION.** Customer agrees to defend, indemnify, and hold Wrightway, its respective parent and subsidiary entities, and each of their employees, direct or indirect customers and users, successors, and assigns, harmless against any claims or demands, action or proceeding, liability, loss, or expense, including all attorneys' fees, arising from, or related to this Agreement.

8. **COMPLIANCE WITH LAWS.** Wrightway shall ensure that it has and maintains all licenses, permissions, authorizations, consents and permits it needs to carry out its obligations under this Agreement and that it complies with all applicable statutory and regulatory requirements relating to the Installation Services.

9. **CONFIDENTIALITY.** Customer acknowledges that all information furnished by Wrightway and any other person acting on behalf of Wrightway, whether in writing, verbally, electronically, or otherwise, and all information learned or observed about Wrightway or its

operations through performing this Agreement or an Order Submission, shall be deemed "Confidential Information." Customer agrees to maintain and protect the confidentiality of the Confidential Information, and to not disclose the Confidential Information except as legally required (and then only to the minimum extent legally required), and bound by obligations of confidentiality regarding such Confidential Information at least as stringent as those set forth herein, and who need to know such Confidential Information to fulfill Wrightway's obligations under this Agreement.

10. INSURANCE. Wrightway shall maintain, at its own expense, insurance coverage (including but not limited to, Workers Compensation, Employer's Liability, Automobile Liability, Commercial General Liability) that will protect, Wrightway and the Customers from all claims and liabilities of any kind or nature (including without limitation for property damage, personal injury, death, and economic damage) that shall arise from the Installation Services. Customer shall maintain, at its own expense, insurance coverage for Homeowner's coverage or General Liability Coverage in such amounts and coverages as are reasonable and customary. Upon request by Wrightway at any time, Customer shall furnish Wrightway with certificates evidencing this Insurance.

11. RESERVATION OF RIGHTS; WAIVERS. Wrightway explicitly reserves its right to a jury trial, and its rights to all remedies available to it under law, including, without limitation, all rights to all forms of damages. The failure of Wrightway to insist upon strict performance of these Terms shall not be considered a continuing waiver of such term or condition, or any other term or condition, or any of Wrightway's rights. In addition, if these Terms are held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the remainder of this Agreement and such remainder shall remain in full force and effect.

12. INDEPENDENT CONTRACTORS. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party.

13. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely to benefit the parties and their respective successors and permitted assigns, and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or from these Terms.

14. APPLICABLE LAW. The validity, construction, and enforcement of this Agreement will be governed by and interpreted under the local, domestic laws of the State of Wisconsin. If a dispute occurs involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court or a federal court sitting in Wisconsin.

15. SURVIVAL. The parties' rights and obligations, which would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding indemnification, insurance, compliance with laws, warranties, and confidentiality shall survive any termination or expiration of this Agreement.

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

BUYER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

BUYER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SELLER SIGNATURE: \_\_\_\_\_  
*Jon F. [Signature]*

Signed at  
DATE: 06/03/2022  
01:47 PM

Attachment: SKM\_C360j22102610490 (4471 : Discuss/Approve Façade Improvement Grant: Reimagined Red Rooster)