RESOLUTION

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

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

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

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

	John Guinn Mayor	
Attest:		
Anastasia Gonstead City Clerk		

CITY OF MAYVILLE POSITION DESCRIPTION

POSITION TITLE: Deputy Clerk (Non-exempt) **DATE:** February 2023

REPORTS TO: City Clerk

<u>DUTIES AND RESPONSIBILITIES</u>: The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive and other duties may be required and assigned.

Works in tandem with the other Deputy Clerk.

Processes Accounts Payable – Enter accounts payable on an as received weekly basis. Must have an understanding of general accounting and coding to proper accounts. Experience with Caselle a plus.

Responsible for City Hall mail. Must be able to understand USPS fees and deadlines.

Responsible for all word processing for Mayor and City Hall staff. Must have strong working knowledge of Microsoft Office including Word and Excel.

Answers and directs incoming calls and inquiries. As the first point of contact for the public must have personable skills.

Responsible for daily cash receipts, including taxes and water payments. Enters daily receipts and prepares the daily deposit ensuring that the deposit does balance at the end of the day. Must be able to code entries to the proper general ledger account.

Assists with the administration of all pre-election and election day duties as necessary. Becomes a special election deputy. Attends training as necessary. Assists with Election Day duties including but not limited to Elector Registration, Absentee Voting, and general election day needs.

Tax Collection and Pet Licensing.

Processes Clerk licenses and permits.

Administers Oaths of Office when necessary.

Programs City Website and Facebook page, as directed. Assists with maintenance of the City Zoom, City YouTube channel, and supporting equipment.

Prepares/mails/tracks invoices and all accounts receivable including assessments to tax roll.

Works directly with DPW for weed and snow notices.

Assists with new hire paperwork.

Maintains all parcel folders

Manage City Garbage contract needs.

Process Special Assessment requests.

Maintain office supply stock.

Assists and tracks EMS billing and collections.

Performs Duties of City Clerk in their absence, as needed.

Other duties as directed.

<u>POSITION QUALIFICATIONS</u>: Several years of responsible clerical experience, preferably involving money collection and records management. High School graduation plus the equivalent of two years of advanced education in clerical, computer science, and/or accounting required. Banking or cash handling experience preferred. Any equivalent combination of experience and training which provides the required knowledge skill and ability. Preference given to someone with prior municipal government experience.

DESIRABLE KNOWLEDGE AND ABILITIES: Knowledge of modern office and computer equipment, practices and procedures. Knowledge of Microsoft Office Software is mandatory. Ability to carry out assigned projects without detailed instructions and with a minimum of supervision. Ability to multitask and reconvene on a project once interrupted. Ability to assemble and organize data. Knowledge of the City Code and State Statutes governing the collection of taxes and special assessments. Ability to collect and account for money accurately. Thorough knowledge of State election laws and procedures. Skill in dealing with the public diplomatically. Willingness to take the initiative in problem solving very desirable.

<u>SUPERVISION/DECISION MAKING</u>: No supervisory responsibility. Receives general supervision and works alone on routine work from standard practices and procedures. Decisions affect entire City Hall staff.

<u>INTERACTION</u>: Frequent inside and outside contacts with co-workers, immediate supervisor(s) and taxpayers. Contacts involve corrections or adjustments where some tact is essential to resolve minor problems.

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. <u>SPECTRUM Obligations.</u> 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 <u>5 Million</u>, 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. <u>SPONSOR Obligations</u>. 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 is 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. <u>Payment.</u> Upon signing this Agreement, Sponsor shall pay unto SPECTRUM, a non-refundable deposit of <u>50</u> 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 <u>\$13,000.00</u> (U.S. Currency).

- 4. <u>Independent Acts.</u> 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. <u>Cancellation</u>. 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. <u>Governing Laws.</u> The parties agree that this contract shall be interpreted, construed, enforced and governed by the laws of the State of Wisconsin.
- 7. <u>Modification</u>. 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. <u>Binding Arbitration</u>. 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. <u>Severability</u>. 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. <u>Authorization</u>. 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		
Tivil		
Title		
Jennifer Bland	Secretary	January 6, 2023
Spectrum Pyrotechnics, Inc.	Secretary	Date

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

V9285 State Road 16 and 60
Reeseville,WI 53579
3-WI-027-20-2L-00099

iII	To

City of Mayville 15 South School Street Mayville, WI 53050

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Date

1/6/2023

	Terms	REP	Ship Date	Ship Via
	50% Due Upon Signing	RPB	7/3/2023	Delivery
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

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

FIREWORKS DISPLAY CONTRACT

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Sponsor requests SPECTRUM to provide Sponsor with an Exhibition on the $\underline{\text{Monday}}$ the $\underline{3^{\text{rd}}}$ day of $\underline{\text{July}}$, $\underline{2023}$ with a rain date on $\underline{\text{Thursday}}$ the $\underline{6^{\text{th}}}$ day of $\underline{\text{July}}$, $\underline{2023}$.

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 <u>5 Million</u>, 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 is 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.

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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.

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3. <u>Payment.</u> Upon signing this Agreement, Sponsor shall pay unto SPECTRUM, a non-refundable deposit of <u>50</u> 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.

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- 7. <u>Modification</u>. 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. <u>Binding Arbitration</u>. 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. <u>Severability</u>. 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. <u>Authorization</u>. 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		
Jennifer Bland	Secretary	January 6, 2023
Spectrum Pyrotechnics, Inc.	Secretary	Date

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; DPWSubject:Mayville - 2023 Paving/Milling ProjectAttachments: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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107 Parallel Street Beaver Dam, WI 53916 920-356-9447 Fax 920-356-9454 kunkelengineering.com February 9, 2023

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

Nicheles Phreposles

Attachment: Kunkel Bid Recommendation (4713: Discuss, with Possible Action, Kunkel Engineering Recommendation for City of Mayville 2023

BID TABULATION City of Mayville 2023 Asphalt Paving/Milling 10:00 am Tuesday, February 7, 2023

				Fond du Lac, WI	Lac, WI	Waupun, WI	ın, WI	Hartland, WI	nd, \	VI
Item No.	Item No. Section A - Breckenridge Street	Quantity Unit	Unit	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 \$	69	18,720.00
2	Mill Asphalt Pavement	3,575	SY	\$ 1.50	\$ 5,362.50	\$ 1.80 \$	\$ 6,435.00	\$ 2.81	69	10,045.75
3	4 LT 58-28 S, 1-3/4" Thick (Finish)	385	NI	\$ 81.90	\$ 31,531.50	\$ 09.78	\$ 33,726.00	\$ 97.00	6/3	37,345.00
4	3 LT 58-28 S, 2-1/4" Thick (Binder)	485	ZI.	\$ 73.80	\$ 35,793.00	\$ 83.80	\$ 40,643.00	\$ 97.00	↔	47,045.00
2	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		69	114,655.75

Wolf Paving

Kartechner Brothers LLC

Northeast Asphalt, Inc.

Item No.	. Section B - Keith Street	Quantity Unit	Unit	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	IN	\$ 81.90	\$ 20,475.00	\$ 87.60	\$ 21,900.00	\$ 97.00	€9	24,250.00
4	3 LT 58-28 S, 2-1/4" Thick (Binder)	320	NT	\$ 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		69	75.985.10

Item No.	Alternate 1 - Mary Street	Quantity Unit	Unit	Unit Price		Total	Unit Price	Total	Unit Price		Total
	EBS & Additional Sub-Base	105	CY	\$ 48.25	\$	5,066.25	\$ 59.15	\$ 6,210.75	\$ 78.00	↔	8,190.00
	Mill Asphalt Pavement	1515	SY	\$ 1.50	\$	2,272.50	\$ 1.80	\$ 2,727.00	\$ 2.46	€9	3,726.90
	4 LT 58-28 S, 1-3/4" Thick (Finish)	170	Z	\$ 81.90	\$	13,923.00	\$ 87.60	\$ 14,892.00	\$ 97.00	€\$	16,490.00
	3 LT 58-28 S, 2-1/4" Thick (Binder)	220	IN	\$ 73.80	\$ 0	16,236.00	\$ 83.80	\$ 18,436.00	\$ 97.00	S	21,340.00
	Traffic Control & Access	1	FS	\$ 1,500.00	\$ 0	1,500.00	\$ 1,350.00	\$ 1,350.00	\$ 1,500.00	69	1,500.00
				Total Alt 1:	₩	38,997.75		\$ 43,615.75		69	51,246.90

190,640.85

6

162,070.25

6

142,541.75

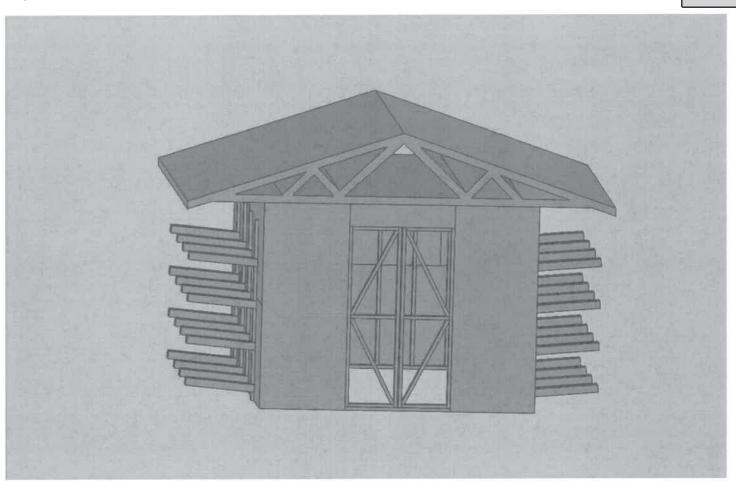
Total Base Bid (Section A + Section B): \$

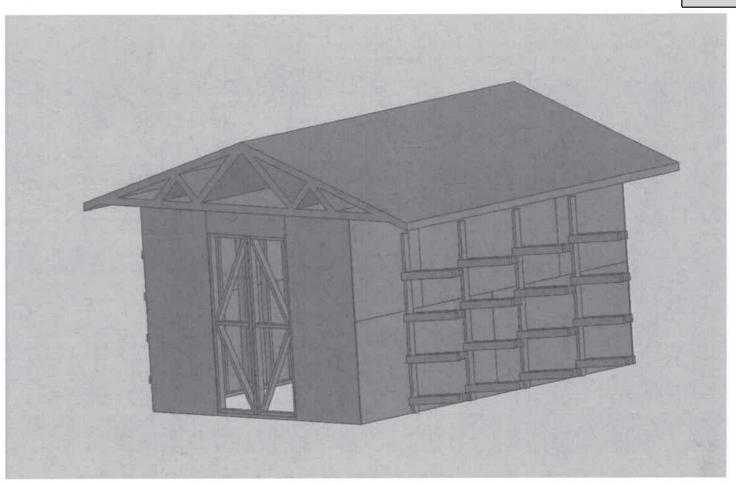
Our best estimate on a 10' x 16' shed that is shown is \$3,000.00**. This would include the following that isn't shown in the pictures:

- 7/16" OSB on the outside, covered with Vinyl siding, color of your choice that would be in stock. Color options can be shared if the project is approved.
- Shingled roof on top of trusses and 1/2" OSB
- Double 24" premade doors that would open to allow for a 48" opening.
- Inside would include supports similar to outside to store kayaks in the winter, off of the floor.
- There will be ventilation and soffit on the 16' walls (overhang), as well as Gable ventilation to provide for air movement in the shed.
- -Hinges and basic latch system for the doors that would provide for a lock to be put on for the winter months.
- Wood dowels fastened to the interior to hang various sizes of life jackets, off the floor. This wasn't talked about to my knowledge? It can be more involved if needed. Just providing the basic need.
- Students and teacher will build the walls, trusses and supports at school and will build the rest of the shed, to completion, on site.
- The shed will be secured to the concrete platform with concrete anchors every 6', as needed. We are not positive on the thickness of concrete, but assume this would be ok to do. If someone could provide that answer, if this building is awarded to us, we would appreciate it.
- We can start this project, at school within a week of securing this job and would plan for assembly on site as soon as the weather would cooperate. It is our goal that we would have this project completed prior to this being used.
- Our hope would be that the existing kayak storage rack could be moved out of the way for us to build this shed.
- **As stated above, the quote is for a 10' x 16' shed. If a 10' x 14' is desired, please assume that the cost would be quoted to \$2,800.00. There isn't a big savings

between the 2 due to the sizes of materials that need to be purchased. For example, the OSB is 8' long. Whether the shed is 14' or 16', we still have to buy the same amount of sheets.

If there is a hope of having steel roofing, or anything different for siding, please let us know and we will update our quote. Steel roofing will make the quote higher.





City of Mayville, WI Wednesday, March 1, 2023

Chapter 397. Vehicles and Traffic

§ 397-7. Parking restrictions.

[Last amended 11-11-2019 by Ord. No. 1110-2019]

- A. Stopping, standing and parking regulated. Pursuant to § 349.13, Wis. Stats., the authority to regulate the stopping, standing and parking of vehicles is delegated to the Chief of Police, subject to control of the Council. The Chief, with the cooperation of the Director of Public Works, is hereby authorized to designate and sign streets, or portions thereof, where the stopping, standing or parking of vehicles is prohibited at all times or during certain designated hours.
- B. Limited time parking. Unless specifically otherwise provided, except on Sundays and legal holidays, no person shall park a vehicle for any longer than the period hereinafter specified upon the following streets or portions thereof:
 - (1) Ten minutes.
 - (a) The first two parking stalls on the west side of North School Street directly north of Bridge Street with a time limit of Monday through Friday from 8:30 a.m. to 4:30 p.m. and Saturday from 9:00 a.m. to 11:00 a.m.
 - (b) On the north side of Breckenridge Street from Wisconsin Street to Henninger Street during school days from 7:30 a.m. to 3:30 p.m.
 - (c) On the west side of Henninger Street from Breckenridge Street to a point 960 feet north thereof during school days from 7:30 a.m. to 3:30 p.m.
 - (d) Two parking stalls in front of 35 South Main Street every day of the week from 11:00 a.m. to 8:00 p.m.
 - (e) One parking stall in front of 115 South Main Street Monday through Friday of the week from 9:00 a.m. to 5:00 p.m.
 - (f) Two parking stalls in front of 331 South Main Street Monday through Saturday of the week from 8:00 a.m. to 5:00 p.m.
 - (g) One parking stall on Williams Street at the southwest corner of Williams Street and North Main Street every day of the week.
 - (h) One parking stall in front of 126 Bridge Street Monday through Friday from 8:00 a.m. to 5:00 p.m.
 - (2) Two hours between 9:00 a.m. and 6:00 p.m.
 - (a) On the west side of School Street from Bridge Street to Williams Street.
 - (b) On both sides of Main Street from Horicon Street to Dayton Street.
 - (c) On both sides of Kathryn Street from Mary Street to North Clark Street, except on weekends and legal holidays.
 - (d) On both sides of Allen Street from Main Street west to the entrance of the City parking lot.

- (e) On both sides of Bridge Street from Main Street west to School Street.
- (3) Two hours between 7:30 a.m. and 3:30 p.m.
 - (a) On North Clark Street from the intersection of Kathryn Street to Kekoskee Street on days when school is in session.
- (4) Drop-off/loading zone.
 - (a) East side of North Clark Street between the intersections of Breckenridge Street and Kathryn Street.
- C. Parking prohibited at all times. Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of an emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle upon any of the following highways or parts of highways:

Name of Street	Side	Location
Alley Street	East	From the southernmost point to 275 feet north thereof
Betterway Drive	South	Entire length
Bridge Street	Both	From Main Street to the east side of the Bridge Street Bridge
Bridge Street	North	From the west edge of the post office driveway to a point 66 feet west thereof
Bridge Street	South	From a point 162 feet east of Ewald Street to a point 40 feet east thereof
Brookside Drive	_	60 feet south and 60 feet north of the driveway(s) entering the Pineridge Condominium Complex
Burchard Avenue	South	From Barwig Avenue to German Street
Carolyn Boulevard	Both	From Clark Street to the intersection of Crystal Lane
Clark Street	Both	From a point 235 feet south of Horicon Street to a point 150 feet north of Horicon Street
Clark Street	East	From Fourth Street in a northerly direction 340 feet to the driveway access of Gleason Reel Products
Commerce Street	West	From Horicon Street through and including the culde-sac
Dayton Street	East	North side of street 110 feet from the corner of Main Street
Dayton Street	East	South side of street from Main Street to School Street
East Dayton Street	East	From the south bridge abutment of the pedestrian bridge to 54 feet south thereof
Evergreen Drive	East	From the north edge of the golf course parking lot to South German Street
Evergreen Drive	West	From Park Street to South German Street
Ewald Street	West	From Horicon Street to a point 230 feet north thereof
Fourth Street	North	From Clark Street to South Street
Fourth Street	North	From Degner Avenue 130 feet west to the driveway of Mayville Metal Products
Fourth Street	South	Between Clark Street and John Street

IVI		City	of Mayville, Wi Farking restrictions.
	Name of Street	Side	Location
	Furnace Street	East	From Furnace Street where the south curbline of Kekoskee Street, if extended across Furnace Street, would intersect with the east curbline of Furnace Street to a point on the east curbline of Furnace Street located 75 feet to the south
	Furnace Street [Added 3-14-2022 by Ord. No. 1130-2021]	East	From Kekoskee Street to Taylor Street
	Furnace Street [Added 3-14-2022 by Ord. No. 1130-2021]	West	From Kekoskee Street to Taylor Street
	German Street	East	From High Street to the north City limits
	Grove Street	West	From Kekoskee Street to Bridge Street
	Henninger Street	West	From Horicon Street to Breckenridge Street
	Horicon Street	North	From a point 250 feet east of Clark Street to the west corporate limits
	Horicon Street	North	From Ewald Street to a point 190 feet east thereof
	Horicon Street	South	From Commerce Street to a point 75 feet west thereof
	Horicon Street	South	From the east side of the driveway located at 723 Horicon Street to a point 24 feet east thereof
	Horicon Street	South	From South John Street to a point 50 feet east thereof
	John Street	East	From Horicon Street to Ruedebusch Avenue
	Kekoskee Street	South	From Henninger Street to the north City limits
	Lincoln Lane	North	From German Street to Barwig Avenue
	Mill Place	South	From the northern intersection of Mill Place and South Main Street to the southern intersection of Mill Place and South Main Street
	Muzzy Street	West	From Allen Street to Bridge Street
	North German Street	West	From 191 feet from the City limit sign to a point 276 feet south thereof
	Oak Street	East	From Horicon Street to the southwest corner of Lot 9, Block 1 of Naber and Bluedorn's Addition to the City
	Park Street	West	From the point where said street enters the north- west boundary of the City park continuing past the park pavilion until it leaves the southeast boundary of the City park
	Ruedebusch Avenue	North	From John Street to Degner Avenue
	Ruedebusch Avenue	North	From Main Street to John Street
	Ruedebusch Avenue	South	From Main Street to John Street
	School Street	East	From Horicon Street to Ruedebusch Avenue
	School Street	West	From Williams Street to Dayton Street
	South Clark Street	Both	From the access road to Seneca Foods to Gleason Reel
	South Clark Street	West	From Fourth Street to a point 300 feet north thereof

Name of Street	Side	Location
South German Street	South	From the golf course driveway easterly to the City limits
South High Street	West	From the stop sign to a point 36 feet north thereof
South Street	Both	From Fourth Street to the south City limits
Taylor Street	South	Truck route

D. Parking prohibited during certain hours and periods. No person shall park a vehicle between the hours and during the periods hereinafter specified upon the following streets or portions of streets:

Name of Street	Side	Location
Breckenridge Street	North	From Clark Street to a point 150 feet east thereof
Breckenridge Street	South	From Clark Street to a point 100 feet east thereof
Breckenridge Street	South	From North Walnut Street to the Wisconsin Southern Railway tracks
Breckenridge Street	South	From Wisconsin Street to Henninger Street
Brickyard Lane	Both	From Oak Street to South Walnut Street
Bridge Street	South	From Grove Street to Muzzy Street
Henninger Street	East	From Breckenridge Street to a point 960 feet north thereof
High Street	East	From Naber Street to South German Street
High Street	West	From Turner Street to Naber Street
North Clark Street	East	From Breckenridge Street south to Lina Street
Park Street		From the entrance to Fireman's Field to Evergreen Drive; this shall include all areas within the park which are normally used for parking purposes; however, parking will be permitted during these hours when the park pavilion is being used, as provided in Ch. 312 of this Code
South School Street	West	From a point 51 feet south of Horicon Street to a point 123 feet south thereof except on holidays and weekends
Turner Street	South	From North German Street to High Street

- E. Angle parking. No person shall park a vehicle, except at a forty-five-degree angle and within the parking spaces designated, upon the following streets or portions thereof:
 - (1) On both sides of Main Street from Horicon Street to Bridge Street.
- F. Parallel parking. No person shall park a vehicle, except by parallel parking and within the parking spaces designated, upon the following streets or portions thereof:
 - (1) On both sides of Taylor Street.
- G. Night parking regulations.
 - (1) Parking is allowed between the hours of 1:00 a.m. and 6:00 a.m. on all streets in the City unless otherwise noted.
 - (2) Parking is allowed on both sides of Williams Street from North Main Street to the library public parking lot. No time restrictions apply.
 - (3) No person shall park any vehicle on Main Street, from Horicon Street to Buchanan Street, between the hours of 2:30 a.m. and 5:30 a.m. at any time.

- H. Truck parking on Main Street regulated. No person shall park a truck or other vehicle longer than 19 feet in length on either side of Main Street from Horicon Street to Dayton Street.
- I. Parking in parking lots regulated.
 - (1) Twenty-four-hour parking. No person shall, without a parking lot permit, park any motor vehicle in any City parking lot for more than 24 hours. No person shall park any motor vehicle on any such parking lot by backing said motor vehicle into a parking stall.
 - (2) Parking lot permit. City parking lot permits may be obtained from the City Clerk's office for a fee as set by the Common Council. Parking permits must be hung from the rearview mirror with the expiration date of the permit facing the windshield. Improperly displayed permits are subject to citation. No vehicle may remain parked in the same stall for more than 72 hours.
 - (3) Business permits. Business permit fees are paid at the City Clerk's office for a fee as set by the Common Council. The style and color of the business permit is to be approved by the Chief of Police and is not to be provided by the City.
 - (4) Parking lot designations. City parking lots are designated as follows: [Amended 3-14-2022 by Ord. No. 1131-2022]

Lot A	North municipal lot on east side of City Hall
Lot B	South municipal lot on east side of City Hall
Lot C	Library lot
Lot D	West Main Street lot
Lot E	East Main Street lot
Lot F	East Bridge Street parking lot
Lot G	North John and Dayton Street

- J. Parking limited to certain vehicles.
 - (1) Library parking lot. No person shall park a vehicle in the four northerly parking stalls in the City Library parking lot (Lot C) located north of Williams Street during hours when the library is open unless such person is an employee of the library. Parking is permitted in this lot from 7:00 a.m. to 7:00 p.m. Overnight parking from 2:30 a.m. to 6:30 a.m. is allowed by permit only.
 - (2) Municipal building parking lots. Parking for Lot A shall be two-hour parking from 7:00 a.m. to 7:00 p.m. No overnight parking is permitted in this lot. Parking for Lot B shall be allowed from 7:00 a.m. to 7:00 p.m. Overnight parking from 2:30 a.m. to 6:30 a.m. is allowed by permit only.
 - (3) Main Street parking lots. Parking in Lots D and E shall allow overnight parking from 2:30 a.m. to 6:30 a.m. by permit only.
- K. Parking in alleys regulated. All parking in alleys is prohibited, except in alleys in the Main Street Business District between Horicon Street and Buchanan Street for the purpose of loading or unloading freight.
- L. Parking in driveways prohibited. No person shall park or leave standing any motor vehicle in any private driveway without the permission of the owner or lessee of the property upon which such driveway is located, whether or not such driveway is posted to prohibit parking.
- M. Parking with engine running. No person shall park any motor vehicle for more than 30 minutes upon a public street, alley or parking lot or upon any private property zoned for residential, business or commercial purposes in the City if the vehicle engine is left running or if the engine to any equipment on the vehicle is left running.
- N. Street maintenance and snow removal. Whenever it is necessary to repair a City street or any part thereof or to remove snow, the Street Superintendent shall post such street or parts thereof with appropriate signs prohibiting parking. Such signs shall be erected at least two hours prior to the

time that street maintenance work or snow removal is to be commenced. No person shall park a motor vehicle in violation of such signs.

- O. Parking during snow events and snow emergencies.
 - (1) Emergency declarations. In times of emergency due to excessive snowfall which impedes vital services, the Mayor or, in his absence, the Council President may declare a snow emergency. Such declaration shall be made by causing the announcement thereof to be made by at least two area radio stations. Such snow emergencies shall be in effect until declared ended by the Chief of Police or the Director of Public Works.
 - (2) Parking regulations. During a declared snow emergency, it shall be unlawful for any person to park, or suffer to be parked, any vehicle upon any street in the City.
 - (3) Towing of vehicles. Upon the issuance of a parking citation against the registered owner of any vehicle found parked in violation of this subsection, the Police Chief may direct the towing of such vehicle to a temporary site designated by the Chief.
 - (4) Penalty. In addition to the penalty provided in § **397-18** of this chapter, any person violating this subsection shall be required to pay the towing charges for any vehicle towed as a condition of the release of such vehicle.
 - (5) No owner or operator of any vehicle may park upon any street any night between the hours of 1:00 a.m. and 6:00 a.m. when there is a snow event. For the purpose of this section, a "snow event" means either 1) the accumulation of snow is such that the Director of Public Works (or his/her designee), in his/her sole discretion, authorizes the use of snowplows to clear the snow, or 2) the Director of Public Works (or his/her designee) declares a snow event by contacting the newspaper, radio, or cable television, or posting on the City of Mayville website. All vehicles must be removed from public streets and alleys from the starting time of the snow event until the streets or alleys have been cleared curb-to-curb or edge-to-edge of pavement during a snow event. For the purpose of this subsection, a "vehicle" shall be defined as every device in, upon or by which any person or property is or may be transported or drawn upon a roadway or highway. If any vehicle shall be parked in violation of this subsection, the Police Department shall ticket the vehicle and may order it towed from the street at the owner's risk after the vehicle has been ticketed, and the towing charge shall be paid by the owner or operator of the vehicle. The fine for violating this subsection shall be \$25, plus a towing charge for each occurrence.
- P. Designated parking spaces. The Chief of Police, with the cooperation of the Director of Public Works, shall cause lines or markings to be painted upon the curb and/or upon the street or parking lot surface for the purpose of designating a parking space. It shall be unlawful to park any vehicle across any line or marking or to park a vehicle in such position that the same shall not be entirely within the area designated by such lines or markings.
- Q. Removal of chalk marks prohibited. In order to monitor the continuous length of time that a vehicle is parked in a parking space or zone subject to parking time restrictions, it is necessary that the Police Department place a chalk mark or other mark on one or more tires of parked vehicles. It shall be unlawful to remove, erase or alter, or attempt to remove, erase or alter, any chalk mark or other mark of any kind placed upon any tire of a vehicle parked in any parking zone or space subject to parking time restrictions.
- R. Legal holidays designated. For purposes of enforcement of parking restrictions in the City, the following days shall be defined as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; provided, however, that in the event that any of said days falls on a Sunday, the following Monday shall be deemed to be the legal holiday.
- S. Exceptions to parking regulations. The prohibitions regarding parking in this section do not apply as follows:

- (1) When a vehicle becomes disabled in such a manner or to such an extent that it is impossible to avoid stopping or temporarily leaving the vehicle in the prohibited place.
- (2) When the stopping of the vehicle is necessary to avoid conflict with other traffic or to comply with traffic regulations or the directions of a traffic officer or traffic control sign or signal.
- (3) When the stopping of a public utility vehicle is necessary for the maintenance of the utility's facilities.
- (4) A vehicle for a disabled person and displaying a special registration plate issued under § 341.14, Wis. Stats., or a special identification card issued under § 343.51, Wis. Stats., shall be exempt from any ordinance imposing time limits on parking with a one-half-hour or more limitation. Said vehicles shall be subject to all other parking restrictions.
- T. Restricted parking on highways and in residence districts.
 - (1) Except for such time as is reasonably necessary to load or unload, or for other commercial operations in the immediate vicinity, no owner or operator of a motor truck, truck tractor, motor bus, trailer or semitrailer weighing more than 20,000 pounds or exceeding 30 feet in length shall park or leave standing such vehicle on any state trunk highway or on any highway, street, alley, parking lot or private driveway within the City without first obtaining permission therefor from the Mayville Police Department. Any violation of the terms of any permit issued hereunder shall be a violation of this section.
 - (2) Recreational vehicle parking restricted. It is unlawful for any person to park camping trailers, travel trailers, motor homes, boat trailers and boats, utility trailers and construction trailers on any City street for a period of more than 48 hours. Any person wishing to park any of these vehicles/trailers on any City street overnight must contact the Police Department.
 - (3) In addition to any other penalty provided herein, and not in substitution thereof, any vehicle parked or left standing in violation of this subsection may be removed by or under the direction of the Police Department, and the risk and expense of such removal and storage shall be charged to the owner or operator of such vehicle. The removal of such vehicle by or under the direction of the Police Department shall not prevent prosecution under this subsection.
- U. Construction dumpsters prohibited.
 - (1) No person shall locate a waste dumpster on a street in the City unless site approval has been given by the Chief of Police or the Director of Public Works and a permit has been issued by the City Clerk. A permit may be issued for a maximum ten-day period if it is impossible to place the dumpster on private property and the dumpster is of such a size that it will not create a hazard to vehicles, pedestrians, or bicycle traffic.
 - (2) Application for a permit shall be made to the Chief of Police or Director of Public Works at least five working days prior to permit issuance. The permit fee shall be as set by the Common Council.
 - (3) The applicant shall be required to provide barricading or other markings to ensure day and night visibility of the dumpster.
 - (4) Penalty. A person violating this section shall be subject to a forfeiture pursuant to the provisions of § **1-4** of this Code.

RESOLUTION

Resolution 5848-2023 - Approve Certified Survey Map for Parcel #251-1216-2313-093, 251-1216-2313-097, and 251-1216-2313-098 for St John's Evangelical Lutheran Church School Site

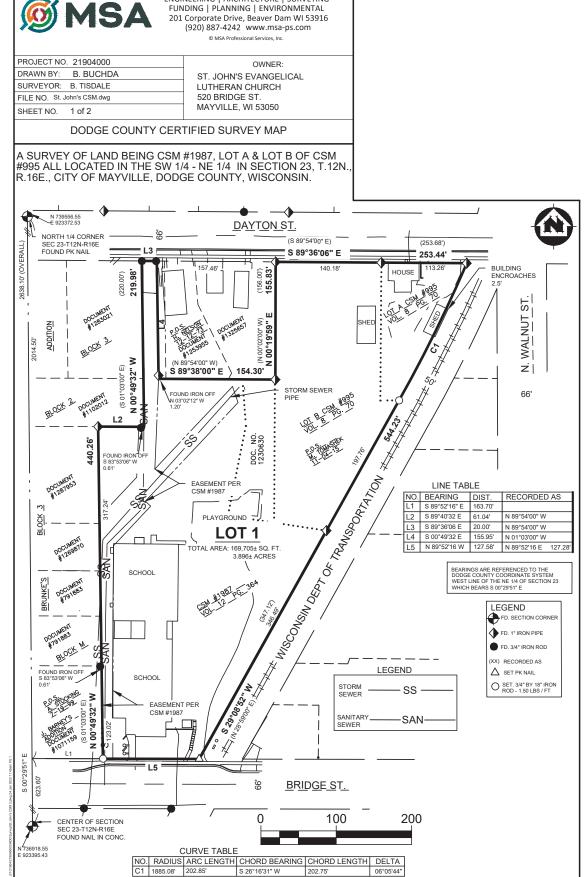
WHEREAS, the Planning Commission met on January 9, 2023, and did recommend approval of the attached Certified Survey Map for City of Mayville, for a land division for St John's Evangelical Lutheran Church School site including Parcel #251-1216-2313-093, 251-1216-2313-097, and 251-1216-2313-098.

WHEREAS, the Common Council of the City of Mayville met on February 13, 2023 and approved the attached Certified Survey Map for Parcel #251-1216-2313-093, 251-1216-2313-097, and 251-1216-2313-098.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Mayville does hereby approve the attached Certified Survey Map for Parcel #251-1216-2313-093, 251-1216-2313-097, and 251-1216-2313-098 for the land division for St John's Evangelical Lutheran Church School site.

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

	John Guinn Mayor	
Attest:		
Anastasia Gonstead City Clerk		



ENGINEERING | ARCHITECTURE | SURVEYING



ENGINEERING | ARCHITECTURE | SURVEYING FUNDING | PLANNING | ENVIRONMENTAL 201 Corporate Drive, Beaver Dam WI 53916 (920) 887-4242 www.msa-ps.com

MSA Professional Services, Inc.

PROJECT NO. 21904000		
DRAWN BY: B. BUCHDA		
CHECKED BY: B. TISDALE		
FILE: St. John's CSM.DWG		
SHEET NO. 2 OF 2		

DODGE COUNTY CERTIFIED SURVEY MAP

A SURVEY OF LAND BEING CSM #1987, LOT A & LOT B OF CSM #995 ALL LOCATED IN THE SW 1/4 - NE 1/4 IN SECTION 23, T.12N., R.16E., CITY OF MAYVILLE, DODGE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATION

I, Bradley Tisdale, Professional Land Surveyor of the State of Wisconsin do hereby certify that by order of the St. John's Evangelical Lutheran Church, I have surveyed, mapped and combined lands being CSM #1987 and Lot A & Lot B of CSM #995 all located in the SW 1/4 of the NE 1/4 of Section 23, Town 12 North, Range 16 East in the City of Mayville, Dodge County, Wisconsin and being more particularly described as follows:

LEGAL DESCRIPTION

John Guinn, Mayor

COMMENCING at the North 1/4 Corner of Section 23, Town 12 North, Range 16 East in the City of Mayville, Dodge County, Wisconsin, thence S 00°29'51" E, 2014.50 feet along the west line of the NE 1/4 of said Section 23 to point on the northerly right of way of Bridge St.; thence S 89°52'16' E, 163.70 feet along the northerly right of way of Dayton St. to the SW corner of CSM #1987 and the POINT OF BEGINNING; thence N 00°49'32" W, 440.26 feet along the west line of CSM #1987; thence S 89°40'32" E, 61.04 feet along the west line of CSM #1987; thence N 00°49'32" W, 219.98 feet along the west line of CSM #1987 to the southerly right of way of Dayton St.; thence S 89°36'06" E, 20.00 feet along the north line of CSM #1987 and the southerly right of way of Dayton St.; thence S 00°49'32" E, 155.95 feet along a line of CSM #1987 to a north line of CSM #1987; thence S 89°38'00" E, 154.30 feet along a north line of CSM #1987 to west line of Lot B of CSM #995; thence N 00°19'59" E, 155.83 feet along the west line of Lot B of CSM #995 to the north line of Lot B of CSM #995 and the southerly right of way of Dayton St.; thence S 89°36'06" E, 253.44 feet along the north line of Lot B and Lot A of CSM #995 and the southerly right of way of Dayton St. to the NE corner of Lot A of CSM #995, the westerly railroad right of way now owned by the Wisconsin Dept. of Transportation and the beginning of a curve; thence 202.85 feet southwesterly along the arc of a curve and westerly right of way of the railroad now owned by the Wisconsin Dept. of Transportation and the east line of Lot A of CSM #995, said curve having a radius of 1885.08 feet, with a chord which bears S 26°16'31" W, 202.75 feet; thence continuing S 29°08'52" W, 544.23 feet along the westerly right of way of the railroad now owned by the Wisconsin Dept. of Transportation, the east line of Lot B of CSM #995 and the east line of CSM #1987 to the SE corner of CSM #1987 and the northerly right of way of Bridge St.; thence N 89°52'16" W, 127.58 feet along the south line of CSM #1987 and the northerly right of way of Dayton St. to the POINT OF BEGINNING.

Said parcel contains 169,705 sq ft / 3.896 acres more or less

I further certify that this map is a correct representation of all of the exterior boundaries of the land surveyed, that I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statues, Wisconsin Administrative Code A-E7 and the City of Mayville Subdivision Ordinances to the best of my knowledge and belief.

Bradley L. Tisdale, PLS S-2824	
CITY OF MAYVILLE - PLAN COMMISSION	N APPROVAL
This CSM is hereby approved by the Mayville City Pla	an Commission as being in conformance with the City's Subdivision
Ordinance this day of, 20	
John Guinn, Mayor	Anastasia Gonstead, Clerk
CITY OF MAYVILLE - COMMON COUNCI	L APPROVAL
	on Council as being in conformance with the City's Subdivision by approves and accepts all dedications shown thereon. Adopted by
Resolution No, Common Council this	s, 20

Anastasia Gonstead, Clerk