

**CITY OF NEW LONDON  
COMMON COUNCIL MEETING**

**Tuesday, April 18, 2023  
7 P.M. COUNCIL CHAMBERS**

**AGENDA**

- I. Call to Order, Pledge of Allegiance,
- II. Swearing-in of New Council Members
- III. Roll Call
- IV. Adoption of Agenda
- V. Approval of 03/21/2023 Common Council Minutes
- VI. Authorization to pay bills in the amount of \$953,469.99
- VII. Public Comment
- VIII. Organizational Meeting Items
  - A. Election of Council President (6 votes required)
  - B. Designate New London Press Star as official newspaper
  - C. Resolution Designating Public Depositories
  - D. Appointment of Committees, Commissions & Boards
    1. Mayoral Appointments of Standing Committees
    2. Council Confirmation of Plan Commission appointments
- IX. STANDING & SPECIAL COMMITTEES
  - A . BOARD OF PUBLIC WORKS
    1. Minutes –03/21/2023 (Special), 4/10/2023
    2. Consider / Approval of AECOM's contract for the County S Landfill monitoring
    3. Consider / Approval of State/Municipal Agreement for House Rd & Allcan Rd
    4. Consider / award contract for Wolf River Avenue Redevelopment Utility Reconstruction to Kruczek Construction, Inc of Green Bay for \$614,732 with alternate Bid B option pending execution of SC Swiderski Developers Agreement
    5. Consider implementation of fee for Yard Waste Site use
  - B. FINANCE & PERSONNEL
    1. Minutes – 04/05/2023
    2. Consider / Approval of Monthly License List
    3. Consider / approval of the DOT and non-DOT Alcohol/Anti-Drug Policies
    4. Consider / approval ordinance updating alcohol licensing quotas
    5. Consider / approval of the downtown parking lot Offer to Purchase with First State Bank
    6. Consider / approval of the lease agreement with First State Bank (related to Offer to Purchase)
    7. Consider / approval of the S.C. Swiderski Developers Agreement
    8. Consider / approval of a limited transitional position in the finance department through January 31, 2024
  - C. PARKS & RECREATION
    1. NO APRIL MEETING
  - D. PLAN COMMISSION
    1. Minutes – 4/6/2023(Special)
    2. Consider/approve ordinance to adopt 2040 Comprehensive Plan (<https://newlondonwi.org/business/proposedamendments22.php>)
    3. Consider/approve North Water and Pearl Street Plat for the 2024 Street Reconstruction Project

- E. ECONOMIC DEVELOPMENT COMMITTEE
  - 1. NO MARCH MEETING
  - 2. WCEDC Municipal Memo April 2023
- X. Minutes and Reports distributed:
  - A. Library & Museum minutes – 3/20/2023 and Library & Museum Directors' Reports
  - B. Police & Fire Commission –3/20/2023
  - C. Utility 3/14/2023 & 3/28/2023
  - D. Building Inspector –March 2023 Report
- XI. Reports of Officers on Recent Events & Announcements to the Public:
  - A. Mayor -
    - 1. World Migratory Bird Day Resolution
    - 2. Food Drive Proclamation
  - B. City Administrator
  - C. Chief of Police
  - D. Director of Public Works
  - E. Director of Parks and Recreation
  - F. Utility Manager
  - G. Fire Chief
  - H. Clerk – Election results (City of New London ONLY) distributed in packet
- XII. Adjournment

It is the City's intent to provide equal opportunity for everyone to attend every public meeting scheduled. Contact ADA Coordinator Chad Hoerth by telephone through (Relay Wisconsin by dialing 711) – or 920/982-8500 and in person/letter at 215 N. Shawano Street, New London, WI 54961. Persons with special needs who require assistance (larger print, Braille readers, interpreter amplifiers, etc.) must notify the City 48 hours prior to the meeting.

COMMON COUNCIL MEETING

Tuesday, March 21, 2023

A regular and open meeting of the City of New London Common Council was convened on Tuesday, March 21, 2023 at 7:02 p.m. in the Council Chambers of the Municipal Building. After the Pledge of Allegiance, roll was called. Presiding: Mayor Mark Herter.

Members Present: Robert Besaw, John Faucher, Michael Barrington, Bernie Ritchie, BaLynda Croy, Dennis Herter, John Hass, David Dorsey, Timothy Roberts, Steve Groat.

Members Absent: None

Officers Present: City Administrator Chad Hoerth, City Clerk Nicole Ryerson, City Attorney Keith Steckbauer, Director of Public Works Robert Garske, Parks and Recreation Director Ginger Sowle, Utilities Manager Jason Bessette, and Police Chief Schlueter.

VISITORS: Charlene Magolski, Craig Davison, Pete Bosquez, Kandi Martin (left at 7:05pm), Cathy Zaddack

AGENDA: Barrington/Besaw to approve the Agenda as presented. *Carried 10-0*

MINUTES: Barrington/Ritchie to approve the 2/22/2023 Common Council Minutes as written. *Carried 10-0*

BILLS: Dorsey / Faucher to authorize the payment of invoices in the amount of \$1,522,768.05. *Carried 10-0*

PRESENTATION:

Presentation of Killaloe Plaque to the City by Kandi Martin Director of Pupil Services of New London School District. Martin explained the wooden plaque was made by technology education students under the direction of Joe Gruentzel. Martin was grateful for the “teachable moments” expanded by the sister city relationship with Killaloe.

PUBLIC HEARING:

At 7:05p the mayor opened the Public Hearing for special assessments for sanitary service & water service laterals. There were no comments made, and the mayor closed the public hearing at 7:06p.

PUBLIC COMMENT:

Pete Bosquez and Cathy Zaddack introduced themselves as candidates for school board.

STANDING & SPECIAL COMMITTEES:

BOARD OF PUBLIC WORKS –

1. Minutes of the 03/06/2023 meeting were read by Barrington.
2. Barrington / Besaw to pass Resolution # 1448. *Carried 9-0-1 (Roberts abstained).*

FINAL RESOLUTION AUTHORIZING IMPROVEMENTS AND  
LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY

RESOLUTION NO. 1448

WHEREAS, a public hearing was held for the City of New London, Waupaca-Outagamie Counties, Wisconsin, in the Council Chambers of the Municipal Building at 7:03 P.M. on March 21st, 2023 for the purpose of hearing all interested

persons concerning the Preliminary Resolution and Engineers Report for reconstruction of sanitary and water laterals within the rights-of-way of all property fronting upon the following streets:

**SANITARY and WATER LATERAL REHABILITATION:**

All property fronting upon both sides of West North Water Street from the intersection of North Shawano Street to 100 feet east of the intersection of North Pearl Street. North State Street from West North Water Street to Termini. Lincoln Court from West North Water Street to Waupaca Street. Saint John's Place from West North Water Street to Waupaca Street. North Pearl Street from West North Water Street to Waupaca Street.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of New London, Waupaca-Outagamie Counties, Wisconsin, as follows:

That the Engineers Report pertaining to the construction of the above described improvements, including final plans and specifications therefore, is hereby adopted and approved.

That the Board of Public Works is authorized and/or directed to carry out the work of such improvement in accordance with the Engineers Report.

That payment for said improvements be made by assessing the cost to the property benefited as indicated in said Report.

That the assessments shown on said Report are correct estimates and have been determined on a reasonable basis and are hereby confirmed.

That the assessments for all projects included in said Report are hereby combined as single assessment, but any interested property owner shall be entitled to object to any assessment separately or all assessments jointly for any purpose or purposes.

That the assessments may be paid in cash in ten (10) annual installments to the City Treasurer, deferred payments to bear interest at the rate of 1% per annum on the unpaid balance. Installments or assessments not paid when due, shall bear additional interest on the amount due at the rate of 1% per annum.

The City Clerk is directed to publish this Resolution as a Class I Notice in the official newspaper.

The City Clerk is further directed to mail a copy of this Resolution and a statement of final assessment against this property to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Adopted this 21<sup>st</sup> day of March, 2023

Published: March 30, 2023

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Mark Herter, Mayor

ATTEST: \_\_\_\_\_  
Nicole Ryerson, City Clerk

3. Barrington / Dorsey to award contract for 2023 street and utility reconstruction to DeGroot, Inc in the amount of \$1,905,423.81. *Carried 10-0.*
4. Barrington / D. Herter to award contract for disposal of tree and brush debris to DTAK, LLC in the amount of \$12,000.00. *Carried 10-0*

FINANCE & PERSONNEL -

1. Minutes of the 3/1/2023 meeting were read by Dorsey.
2. Dorsey / D. Herter to approve monthly License List. *Carried 10-0.* A complete listing of the individual licenses is printed at the end of these minutes. Note: the maximum quota for Combination Class B Licenses has been reached.

PARKS & RECREATION -

1. Minutes of the 3/7/2023 meeting were read by Besaw.
2. Besaw / Faucher to approve the agreement with Silver & Fit Reimbursement program. *Carried 10-0.*

PLAN COMMISSION -

1. Minutes of the 3/2/2023 meeting were read by Besaw.

ECONOMIC DEVELOPMENT COMMITTEE -

1. Minutes of the 2/28/2023 meeting were read by Dorsey.
2. Dorsey / Hass to designate \$40,000 from the Economic Development Fund to be used for the 2023 Downtown Building Façade Improvement Grant Program Carried 9-0-1 (Roberts abstained).

REPORTS & MINUTES DISTRIBUTED:

1. Library & Museum minutes - 2/20/2023 and Library & Museum Directors' Reports
2. Police & Fire Commission - 2/20/2023
3. Utility 2/7/2023 & 2/17/2023
4. Building Inspector -February 2023 Report
5. Housing Authority - 1/30/2023, 02/27/2023

**REPORT OF OFFICERS on recent events and announcements to the Public:**

**Mayor Herter** read the Arbor Day Proclamation declaring April 28, 2023 as Arbor Day in the City of New London. The council determined they will hold training for alderpersons on May 22<sup>nd</sup> at 5:30pm.

**City Administrator Chad Hoerth** reminded DT property owners of the façade improvement grant due on March 31 for consideration in the initial round. He reported the cable access channel was down, but the parade will be available on YouTube within the next week.

**Police Chief Schlueter** recognized service anniversaries for the Police Department:

Mike Harlow	17 years
Jenna Kriewaldt	3 years
Chase Schroeder	12 years

**Director of Public Works Robert Garske** directed residents to the website for updates on construction projects.

**Parks and Recreation Director Ginger Sowle** highlighted an egg hunt and photos with the Easter bunny at Longevity on March 26 and an underwater egg hunt on April 7 at the Fitness & Aquatic Center. Sowle said they are selling boat launch and raft permits.

**Utilities Manager Jay Bessette** said there was a watermain break on 3-8-23 at Pearl and Beacon St. Lead service saddle was leaking crews made repairs. Bessette said On 3-13-23 at 6 a.m. 316 Beacon Avenue reported half power.

Crews found splice in u-guard went bad and replaced the bad splice. He said they are fully staffed as they filled the Lineman position. Barry Breitrick will start employment with on March 27th. Bessette thanked the mayor for representing the City of New London at the legislative rally in Washington DC.

**Fire Department:** No update

**City Clerk Nicole Ryerson** reminded residents early, in-person voting is available March 21-31 during normal business hours (Mondays-Thursday 7:30-4:30p and Fridays 7:30-11:30a).

At 7:46 p.m. there being no other business Roberts / Ritchie moved to adjourn. *Carried 10-0.*

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Nicole Ryerson, City Clerk  
March 21, 2023

**APPLICATION FOR LICENSE  
MARCH 2023**

**BARTENDER'S LICENSE:**

NELSON NUNEZ	BREE'S INN
KATIE MEYER	DRAGON'S DEN
GARY SIGL	NEW LONDON FISH & GAME CLUB
DONALD SCHMOLL	NEW LONDON FISH & GAME CLUB
BARRY HALSEY	NEW LONDON FISH & GAME CLUB
GREGORY EIDENBERGER	NEW LONDON FISH & GAME CLUB
TIMOTHY DESHANEY	NEW LONDON FISH & GAME CLUB
ROGER KRUEGER	NEW LONDON FISH & GAME CLUB

**SOLICITOR'S LICENSE:**

MARTY BECKWITH	SELF (ST. PATRICK'S DAY PARADE)
IVONNE RODRIGUEZ	ROLLING TACOS, LLC

**TEMPORARY CLASS "B" LICENSES:**

NEW LONDON FISH & GAME CLUB	RIVERSIDE PARK BIG WHOPPER WEEKEND
NEW LONDON GIRLS YOUTH SOFTBALL SLAMMIN' SPRING SCRIMMAGE WAR ON THE WOLF	MEMORIAL PARK APRIL 21-23, 2023 JUNE 2-4, 2023
NEW LONDON GIRLS YOUTH SOFTBALL BULLDOG BATTLE FAMILY NIGHT	MEMORIAL PARK JULY 14-16, 2023 JULY 26 & AUGUST 2, 2023

**OUTDOOR MUSIC EVENT:**

TRAUMATIC BRAIN INJURY FIGHT FOR LIFE ROCK'N CORN FESTIVAL	HATTEN PARK AUGUST 12, 2023
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**COMBINATION CLASS B LICENSES:**

TAQUERIA LUCIANO LLC D/B/A TAQUERIA LUCIANO	214 W. N. WATER STREET AGENT FILEMON ATANACIO
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**COMBINATION CLASS A LICENSES:**

FAMILY DOLLAR STORES OF WISCONSIN, LLC D/B/A FAMILY DOLLAR #23079	304 WOLF RIVER PLAZA AGENT JOSH NIGBOR
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CITY OF NEW LONDON  
COUNCIL APPROVAL LIST  
FOR THE MONTH ENDED MARCH 31, 2023

ANNUAL AUDIT		
JOHNSON BLOCK AND COMPANY INC	billing on 2022 audit - general	\$6,000.00
JOHNSON BLOCK AND COMPANY INC	GASB 87 implementation	\$300.00
TOTAL		\$6,300.00
ASSESSOR - INSPECTOR		
CHARTER COMMUNICATIONS	February 2023 charges	\$28.66
KUNKEL ENGINEERING GROUP	services for February 2023	\$75.00
KWIK TRIP INC	February 2023 gas - ch	\$73.34
NEW LONDON CHAMBER OF COMMERCE	awards banquet corporate table	\$50.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
SERVI GROUP, INC.	assessment contract services	\$4,950.00
VERIZON WIRELESS	phone charges	\$41.05
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$388.00
TOTAL		\$5,608.50
BUILDING AND GROUNDS		
ALSCO	uniform cleaning - b & g	\$107.18
BRIGHTLY SOFTWARE, INC.	software fees	\$3,009.98
CAPITAL ONE	scrapers, cleaners	\$47.04
COMMUNITY FIRST CU HSA	HSA contribution	\$1,833.37
COMPLETE OFFICE OF WISCONSIN	center pull towel rolls	\$156.25
COMPLETE OFFICE OF WISCONSIN	wipes/tp/towels/soap/cleaner	\$983.60
COMPLETE OFFICE OF WISCONSIN	center pull towel dispensers	\$100.47
COMPLETE OFFICE OF WISCONSIN	wipes/fresheners/cleaners/trash bags	\$516.28
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$210.92
FORTRESS FENCE	top gate roller	\$41.71
GFL ENVIRONMENTAL	February container services	\$132.00
GFL ENVIRONMENTAL	March container services	\$132.00
HEALTHPARTNERS	HEALTHPARTNERS	\$543.61
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$6,326.78
KWIK TRIP INC	February 2023 gas - b & g	\$197.50
NEW LONDON BUILDING SUPPLY	square track, trolley	\$227.62
NEW LONDON BUILDING SUPPLY	key hex set	\$12.99
NEW LONDON BUILDING SUPPLY	salt	\$27.96
NEW LONDON BUILDING SUPPLY	garage door lube	\$3.04
NEW LONDON BUILDING SUPPLY	gutter & flashing sealant	\$6.07
NEW LONDON BUILDING SUPPLY	grommet kits	\$31.97
NEW LONDON BUILDING SUPPLY	steel plugs, air chuck	\$19.96
NEW LONDON UTILITIES	February 2023 charges	\$541.55
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$9.80
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$7.13
TRI-CNTY OVERHEAD DOOR SERVICE INC	south shop door repair	\$771.21
US CELLULAR	February 2023 charges	\$27.00
VALLEY PEST CONTROL INC	March pest control - garage	\$10.00
VERIZON WIRELESS	phone charges	\$0.85
WE ENERGIES	February 2023 charges	\$645.75
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$957.69
TOTAL		\$17,639.28

CABLE 3		
CAPITAL ONE	SD cards, magnets	\$62.46
CARDMEMBER SERVICE	digital encoder/decoder	\$169.12
CHARTER COMMUNICATIONS	February 2023 charges	\$21.00
VERIZON WIRELESS	phone charges	\$40.37
TOTAL		\$292.95
CAPITAL EQUIPMENT		
AUTOMOTIVE COMPUTER MOUNTS LLC	6 LED strobe lights	\$1,275.00
AUTOMOTIVE COMPUTER MOUNTS LLC	siren speaker with bracket, timer	\$1,185.00
BLEEDING EDGE ENSYS LLC	handheld shield	\$2,269.34
CARDMEMBER SERVICE	breaching door ram - PD training	\$284.84
CDW GOVERNMENT INC	portable thermal printer	\$356.61
CDW GOVERNMENT INC	new plotter	\$5,814.00
NIELSON COMMUNICATIONS INC	12 unit charger/mount bracket	\$1,122.00
TOTAL		\$12,306.79
CAPITAL MAINTENANCE		
ADVANCE AUTO PARTS	vehicle battery - PD	\$168.83
APPLETON HYDRAULIC COMPONENTS, LLC	repair Kubota hydraulic cylinder	\$498.49
AUTOMOTIVE SUPPLY CO.	adhesive sealant	\$4.38
AUTOMOTIVE SUPPLY CO.	toggle switches	\$16.68
AUTOMOTIVE SUPPLY CO.	sealed beam headlight bulb	\$11.44
BRAUER SUPPLY & EQUIPMENT	plow bolts	\$290.78
BUMPER TO BUMPER/DBA	gauge terminals	\$13.38
BUMPER TO BUMPER/DBA	vehicle batteries	\$168.99
CAPITAL ONE	snow brush	\$9.00
CARDMEMBER SERVICE	cables/hard drives/timers/tablet cases/light/cap	\$885.32
CDW GOVERNMENT INC	renew Sophos licenses	\$4,135.00
CDW GOVERNMENT INC	tablet protective case	\$36.16
CDW GOVERNMENT INC	printer, toner	\$2,121.24
CDW GOVERNMENT INC	LCD monitors, wireless mice	\$753.58
CDW GOVERNMENT INC	HD monitors	\$488.44
CDW GOVERNMENT INC	firewall & VPN renewals	\$988.25
FRICK FORD MERCURY INC	FD truck #952 repairs	\$1,137.94
HIGHWAY TRUCK PARTS	air dryer/compressor - FD #950	\$1,186.13
HIGHWAY TRUCK PARTS	fix p/s oil leak - FD #989	\$76.73
HIGHWAY TRUCK PARTS	oil change/new alternator - FD	\$613.65
KLINK HYDRAULICS, LLC	returned coupler & bushing	(\$34.80)
KLINK HYDRAULICS, LLC	O-Ring kit/hose/hardware/assy.	\$125.44
MID-STATE TIRE & REPAIR	tire/brakes/CV axle repairs - PD	\$1,489.20
MID-STATE TIRE & REPAIR	repair CV axles & brakes - PD	\$1,818.18
MID-STATE TIRE & REPAIR	water pump assy./antifreeze - PD	\$413.74
MONROE TRUCK EQUIPMENT INC	replace damaged swing arm	\$203.82
NAPA AUTO PARTS	switch panel, mount	\$5.25
NAPA AUTO PARTS	slide terminals	\$6.88
NAPA AUTO PARTS	back-up alarm	\$64.59
NAPA AUTO PARTS	air filters, oil filters	\$87.38
O'REILLY AUTO PARTS	oil filter	\$7.93
PACKER CITY INTL TRUCKS INC	hose assemblies	\$227.31
PACKER CITY INTL TRUCKS INC	A/C idler pulley, bolt, fan belt	\$340.14
PACKER CITY INTL TRUCKS INC	spacer idler	\$91.54
PLACH	engine light on/change sensors	\$496.32
POMPS TIRE SERVICE INC	bore valve stem adapters	\$20.00
POMPS TIRE SERVICE INC	flat repair, inner tire tube	\$50.83
POMPS TIRE SERVICE INC	replace tire - parks truck #312	\$140.99



REINDERS INC.	insert bearing	\$106.02
REINDERS INC.	Toro LH & RH wings	\$115.35
REINDERS INC.	Toro Diodes	\$70.28
RIESTERER & SCHNELL INC	shear bolts & nuts	\$39.15
TAKE 5 OIL CHANGE #0485	oil change - PD	\$82.37
TRACTOR SUPPLY CREDIT PLAN	metal tubes, paint marker	\$60.97
TRACTOR SUPPLY CREDIT PLAN	ratchet straps/D-Rings/bolts	\$80.87
TRACTOR SUPPLY CREDIT PLAN	chain, chain link/breaker/lube	\$130.95
TRI CITY GLASS & DOOR, INC.	windshield repair - PD	\$601.75
ZARNOTH BRUSH WORKS	Toro snow broom refill	\$452.20
TOTAL		\$20,899.06
CAPITAL PROJECTS		
DIRECT FITNESS SOLUTIONS LLC	upright bike, rower	\$3,798.00
KIESLER POLICE SUPPLY INC	ammo	\$3,764.30
MCMAHON ENGINEERS ARCHITECTS	grant management counsel	\$54.60
N.E.W COATINGS	FD vehicle no skid flooring	\$22,668.80
TECC SECURITY SYSTEMS INC	update door access supplies	\$580.00
TOTAL		\$30,865.70
CAPITAL PROJECTS - 2023 BONDING		
MCMAHON ENGINEERS ARCHITECTS	St. & Utility Project - Lucas/Zacharey/Aubrey	\$750.90
TOTAL		\$750.90
CELEBRATIONS		
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$86.45
TOTAL		\$86.45
CEMETERY		
CHARTER COMMUNICATIONS	February 2023 charges	\$28.66
NEW LONDON UTILITIES	February 2023 charges	\$269.14
TONY'S CEMETERY SERVICE	March Floral Hill services	\$7,000.00
VERIZON WIRELESS	phone charges	\$41.05
WE ENERGIES	February 2023 charges	\$100.67
TOTAL		\$7,439.52
CITY ADMINISTRATOR		
CHARTER COMMUNICATIONS	February 2023 charges	\$28.66
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$81.79
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$1,885.31
NEW LONDON CHAMBER OF COMMERCE	awards banquet corporate table	\$100.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
VERIZON WIRELESS	phone charges	\$46.05
WI POLICY FORUM	2023 membership dues	\$350.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$559.04
TOTAL		\$3,053.30
CITY ATTORNEY		
WOLF RIVER LAWYERS, SC	city attorney monthly services	\$3,333.33
TOTAL		\$3,333.33

CITY GARAGE

AUTOMOTIVE SUPPLY CO.	adhesive sealant, brake fluid	\$9.84
CAPITAL ONE	paper plates, plastic cutlery	\$32.76
CHARTER COMMUNICATIONS	February 2023 charges	\$75.82
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$31.93
FORTRESS FENCE	top gate roller	\$104.26
GFL ENVIRONMENTAL	February container services	\$79.20
GFL ENVIRONMENTAL	March container services	\$79.20
GRAINGER PARTS OPERATION	flat aluminum file	\$29.04
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$447.76
LAWSON PRODUCTS INC	cable ties, hardware, wrench	\$309.15
NAPA AUTO PARTS	oil dry	\$20.06
NAPA AUTO PARTS	liquid wrench penetrating oil	\$14.22
NAPA AUTO PARTS	connectors	\$11.76
NEW LONDON BUILDING SUPPLY	level, self-drilling screws	\$32.98
NEW LONDON BUILDING SUPPLY	carriage bolts	\$31.99
NEW LONDON BUILDING SUPPLY	garage door lube	\$7.59
NEW LONDON BUILDING SUPPLY	gutter & flashing sealant	\$15.18
NEW LONDON BUILDING SUPPLY	hose washers/nozzles/repair menders	\$43.15
NEW LONDON UTILITIES	February 2023 charges	\$1,353.89
O'BRIEN, TIM	reimburse for safety boots	\$115.99
O'REILLY AUTO PARTS	car wash	\$9.49
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	(\$43.71)
SNAP-ON INDUSTRIAL	pin punch/spinner/cutter	\$97.73
SNAP-ON INDUSTRIAL	adapters	\$3.56
TRI-CNTY OVERHEAD DOOR SERVICE INC	south shop door repair	\$1,928.03
US CELLULAR	February 2023 charges	\$0.78
VALLEY PEST CONTROL INC	March pest control - garage	\$25.00
VERIZON WIRELESS	phone charges	\$46.05
WE ENERGIES	February 2023 charges	\$1,614.40
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$146.96

TOTAL \$6,674.06

CITY HALL

CARDMEMBER SERVICE	exit signs with emergency lights	\$68.00
MASTER ELECTRICAL SERVICES	add low voltage switching - FD	\$1,314.49
NEW LONDON UTILITIES	February 2023 charges	\$2,498.59
QUADIENT LEASING USA, INC.	February - April mail machine lease	\$321.21
STERLING WATER-CHAIN OF LAKES, LLC	mineral water - ch	\$49.99
VALLEY PEST CONTROL INC	March pest control - ch	\$38.00
WE ENERGIES	February 2023 charges	\$2,051.45

TOTAL \$6,341.73

CLERK TREASURER

CARDMEMBER SERVICE	WGFOA membership dues	\$25.00
CHARTER COMMUNICATIONS	February 2023 charges	\$67.79
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$253.82
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$5,112.32
MTAW	membership dues - J. Radke	\$60.00
MULTI MEDIA CHANNELS, LLC	application for license	\$14.39
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$51.08
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$7.18
THE PRINT SHOP	leave request forms	\$156.27
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$1,389.14

TOTAL \$7,136.99

COUNCIL		
CARDMEMBER SERVICE	goodbye lunch supplies/sympathy plant	\$161.94
JAEGER, JIM	park/rec committee attendance	\$30.00
NEW LONDON CHAMBER OF COMMERCE	awards banquet corporate table	\$100.00
TOTAL		\$291.94
DIRECTOR OF PUBLIC WORKS		
BRIGHTLY SOFTWARE, INC.	software fees	\$3,009.98
CHARTER COMMUNICATIONS	February 2023 charges	\$28.66
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$133.14
DEMMING-NOEL AGENCY INC	4 year notary public bond - K. Clark	\$30.00
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$2,185.80
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$4.90
STATE OF WISCONSIN	notary application for K. Clark	\$20.00
VERIZON WIRELESS	phone charges	\$84.06
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$559.26
TOTAL		\$6,055.80
ECONOMIC DEVELOPMENT		
CARDMEMBER SERVICE	signs	\$300.00
FOX CITIES CHAMBER OF COMMERCE & INDUSTRY	2023 economic development investment	\$1,000.00
TOTAL		\$1,300.00
ELECTIONS		
ASMAN, DAVID	election training & review	\$40.00
BEAR GRAPHICS, INC.	election envelopes	\$247.42
CARDMEMBER SERVICE	treats for election workers/USB charger cable	\$46.94
CLEVELAND, RANDOLPH R	election training & review	\$40.00
EGGERS, JEANETTE	election training & review	\$40.00
EGGERS, RICHARD	election training & review	\$40.00
FRANK, STEVE	election training & review	\$40.00
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$41.31
JOHNSON, LAUREEN	election training & review	\$40.00
JUDAS, JOANNE	election training & review	\$40.00
KNUETTEL, MARLA	election training & review	\$40.00
LOWE, BARB	election training & review	\$40.00
MORACK, LINDA	election training & review	\$40.00
MULTI MEDIA CHANNELS, LLC	public test notice	\$89.11
MULTI MEDIA CHANNELS, LLC	voting by absentee notice	\$196.80
MULTI MEDIA CHANNELS, LLC	voting at care facilities notice	\$79.32
NELSON, JULIE	election training & review	\$40.00
NEUMANN, BARB	election training & review	\$40.00
PLATZ, CYNTHIA	election training & review	\$40.00
ROBERTS, BETTY	election training & review	\$40.00
SCHUBERT, MARY	election training & review	\$40.00
SNYDER, SUZI	election training & review	\$40.00
STEINGRABER, SUSIE	election training & review	\$40.00
STRUENSEE, CAROL	election training & review	\$40.00
WELLS, MICHELLE	election training & review	\$40.00
WELLS, WILLIAM	election training & review	\$40.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$6.88
TOTAL		\$1,507.78

FIRE DEPARTMENT		
CHARTER COMMUNICATIONS	February 2023 charges	\$75.41
KWIK TRIP INC	February 2023 gas - fire	\$463.76
THE UNIFORM SHOPPE	metal name plate	\$18.95
THE UNIFORM SHOPPE	necktie, pants	\$96.90
THE UNIFORM SHOPPE	belt	\$21.95
US CELLULAR	February 2023 charges	\$1.50
VERIZON WIRELESS	phone charges	\$122.07
VFIS	GASB report admin. services	\$800.00
TOTAL		\$1,600.54
FLOOD CONTROL		
MCC INC.	sand for sandbags	\$74.48
TOTAL		\$74.48
INSURANCE		
EMPLOYEE BENEFITS CORPORATION	Cobra admin. fees	\$120.00
TOTAL		\$120.00
INTERDEPARTMENTAL SERVCS		
CARDMEMBER SERVICE	GIPAW membership renewal, notary stamp, canned air, batteries, DYMO label refills	\$173.70
CDW GOVERNMENT INC	toner	\$149.07
CDW GOVERNMENT INC	plotter ink	\$745.72
CHARTER COMMUNICATIONS	business internet charges	\$289.96
CHARTER COMMUNICATIONS	February 2023 charges	\$500.19
COMPLETE OFFICE OF WISCONSIN	envelopes	\$26.10
COMPLETE OFFICE OF WISCONSIN	paper	\$524.04
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$1,885.31
MBM LEASING	copier charges	\$280.04
PC & CELL SOLUTIONS, LLC	March consultant charges	\$1,219.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
SAM'S CLUB/SYNCHRONY BANK	dept. supplies	\$162.78
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$1.44
UNITEL LLC	phone recording issues/repair	\$360.00
US CELLULAR	February 2023 charges	\$7.80
VERIZON WIRELESS	phone charges	\$122.09
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$336.40
TOTAL		\$6,786.09
LANDFILL/COMPOST		
DTAK LLC	brush & tree debris disposal contract	\$12,000.00
TOTAL		\$12,000.00
LIBRARY		
AMAZON CAPITAL SERVICES	brochure holder, program supplies	\$484.48
BAKER & TAYLOR	books	\$439.87
BLACKSTONE PUBLISHING	AV	\$294.47
CAPITAL ONE	program supplies	\$40.92
CARDMEMBER SERVICE	program supplies	\$117.92
CHARTER COMMUNICATIONS	February 2023 charges	\$62.15
COUGHLAN COMPANIES, LLC	books	\$1,526.78
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$77.78

ENVISIONWARE, INC.	software bundle maintenance renewal	\$212.50
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$5,112.32
HOFFMAN HEATING & COOLING, INC.	clean & tune 6 gas furnaces	\$730.00
INGRAM LIBRARY SERVICES	books	\$3,018.77
LERNER PUBLISHING GROUP	books	\$832.68
MBM LEASING	copier overage charges	\$21.02
MIDWEST TAPE, LLC	AV	\$545.75
MIDWEST TAPE, LLC	digital media services	\$576.74
NEW LONDON BUILDING SUPPLY	sanding screen, patch compound	\$19.28
NEW LONDON BUILDING SUPPLY	paint	\$35.99
NEW LONDON BUILDING SUPPLY	liners/sanding screens/covers	\$14.26
NEW LONDON CHAMBER OF COMMERCE	women's wellness walk exhibitor	\$50.00
NEW LONDON UTILITIES	February 2023 charges	\$1,180.45
NEW LONDON UTILITIES	reimburse for inserts in bills	\$462.00
OTIS ELEVATOR COMPANY	elevator service contract fees	\$373.17
OUTAGAMIE-WAUPACA LIBRARY SYSTEM	lunch for a meeting	\$15.00
OUTAGAMIE-WAUPACA LIBRARY SYSTEM	OWLSnet fee, February printing	\$17,629.00
READER SERVICE	books	\$48.18
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$8.33
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$9.05
STERLING WATER-CHAIN OF LAKES, LLC	mineral water - library	\$74.45
THE CHILD'S WORLD INC	books	\$301.35
U.S. BANK EQUIPMENT FINANCE	copy machine contract payment	\$180.76
US CELLULAR	February 2023 charges	\$9.94
VALLEY PEST CONTROL INC	March pest control - library	\$55.00
WE ENERGIES	February 2023 charges	\$585.64
WI LIBRARY ASSOCIATION	WLA conference - A. Hunt	\$300.00
WI LIBRARY ASSOCIATION	WLA conference - A. Paulsen	\$300.00
WI LIBRARY ASSOCIATION	WLA conference - S. Dietzler	\$300.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$1,349.41
<b>TOTAL</b>		<b>\$37,395.41</b>
<b>MAYOR</b>		
CHARTER COMMUNICATIONS	February 2023 charges	\$7.50
NEW LONDON CHAMBER OF COMMERCE	awards banquet corporate table	\$100.00
VERIZON WIRELESS	phone charges	\$41.05
<b>TOTAL</b>		<b>\$148.55</b>
<b>MUNICIPAL COURT</b>		
WI MUNICIPAL JUDGES ASSOCIATION	2023 membership dues	\$100.00
<b>TOTAL</b>		<b>\$100.00</b>
<b>MUSEUM</b>		
AMERICAN ALLIANCE OF MUSEUMS	membership renewal dues	\$195.00
CARDMEMBER SERVICE	online workshop/Bring Birds Back registrations	\$690.95
CHARTER COMMUNICATIONS	February 2023 charges	\$35.32
CROSS, CHRISTINE	reimburse for hotel stay	\$198.90
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$77.80
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$1,885.31
MULTI MEDIA CHANNELS, LLC	Chamber info booklet ad	\$435.00
NEW LONDON BUILDING SUPPLY	kick down door stop	\$7.99
NEW LONDON BUILDING SUPPLY	reducing bushing	\$4.99
NEW LONDON BUILDING SUPPLY	nuts, bolts, misc. hardware	\$7.36
NEW LONDON CHAMBER OF COMMERCE	Fall Fest vendor reservation	\$40.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45

SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$1.27
WE ENERGIES	February 2023 charges	\$356.49
WI FEDERATION OF MUSEUMS	annual WFM membership renewal	\$40.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$401.28
TOTAL		\$4,380.11
PARK		
ALSCO	uniform cleaning - parks	\$120.90
BRIGHTLY SOFTWARE, INC.	software fees	\$3,009.98
CARDMEMBER SERVICE	cable/tool bag/gate hinges/garage floor coating	\$903.88
CHARTER COMMUNICATIONS	February 2023 charges	\$105.81
COMPLETE OFFICE OF WISCONSIN	tp/towels/soap/dog waste bags	\$417.85
COMPLETE OFFICE OF WISCONSIN	dog waste station bags	\$69.30
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$98.68
FORTRESS FENCE	top gate roller	\$62.56
FOX COMMUNITIES CREDIT UNION HSA	HSA contribution	\$916.63
GFL ENVIRONMENTAL	February container services	\$298.80
GFL ENVIRONMENTAL	March container services	\$298.80
HEALTHPARTNERS	HEALTHPARTNERS	\$670.85
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$753.31
KWIK TRIP INC	February 2023 gas - parks	\$805.06
MCMAHON ENGINEERS ARCHITECTS	River Trail boat parking	\$300.00
MCMAHON ENGINEERS ARCHITECTS	Hatten Park ADA Improvements	\$2,737.80
MENARDS	paint	\$167.94
MENARDS	trim brushes	\$5.60
MENARDS	crack resistant concrete	\$9.36
MENARDS	potting mix	\$135.92
MENARDS	wood	\$43.74
MENARDS	flowers	\$10.64
NEW LONDON BUILDING SUPPLY	garage door lube	\$4.55
NEW LONDON BUILDING SUPPLY	gutter & flashing sealant	\$9.11
NEW LONDON BUILDING SUPPLY	nuts, bolts, misc. hardware	\$21.24
NEW LONDON UTILITIES	February 2023 charges	\$1,402.78
NEW LONDON UTILITIES	bulbs for Memorial Park	\$537.72
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$4.90
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$4.41
TRACTOR SUPPLY CREDIT PLAN	caution tape	\$89.95
TRI-CNTY OVERHEAD DOOR SERVICE INC	south shop door repair	\$1,156.82
US CELLULAR	February 2023 charges	\$1.58
VALLEY PEST CONTROL INC	March pest control - garage	\$15.00
WALSH MARINE PRODUCTS, INC.	4 slow no wake buoys	\$940.00
WE ENERGIES	February 2023 charges	\$1,371.05
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$756.75
WPRA	2023 membership renewals	\$260.00
TOTAL		\$18,519.27
POLICE		
CAPITAL ONE	car wash/sponges/bin/supplies	\$119.75
CARDMEMBER SERVICE	training/batteries/flight/case/hose/nozzle/ lock/sling/barricade tape/charge handles/ safety selectors/light/fingerprint system kit	\$2,829.29
CHARTER COMMUNICATIONS	February 2023 charges	\$282.64
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$1,243.18
GORDON FLESCH CO., INC	copier charges	\$58.72
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$21,409.26
HOFFMAN HEATING & COOLING, INC.	pleated air filters	\$111.00

KWIK TRIP INC	February 2023 gas - police	\$2,466.53
LANGUAGE LINE SERVICES	over the phone interpretation	\$39.05
NEW LONDON CHAMBER OF COMMERCE	awards banquet corporate table	\$100.00
NEW LONDON UTILITIES	February 2023 charges	\$1,096.58
PC & CELL SOLUTIONS, LLC	adapter for squad #3 printer	\$9.99
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$44.10
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	(\$84.46)
SIGNS & DESIGNS	New Dublin magnet badges	\$96.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	person searches for March	\$104.00
VERIZON WIRELESS	phone charges - PD	\$801.15
WE ENERGIES	February 2023 charges	\$1,631.49
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$622.46
WI RETIREMENT SYSTEM	RETIREMENT POLICE SWORN	\$14,377.54
WOS OPTICAL	safety eyewear - N. Kamba	\$71.96
TOTAL		\$47,430.23
RECREATION		
CARDMEMBER SERVICE	program supplies	\$131.70
CHARTER COMMUNICATIONS	February 2023 charges	\$48.82
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$77.80
E.L.M PHOTO BOOTH	Daddy Daughter Dance photo booth services	\$175.00
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$2,885.21
KWIK TRIP INC	February 2023 gas - rec	\$42.01
NEW LONDON CHAMBER OF COMMERCE	awards banquet corporate table	\$100.00
NEW LONDON CHAMBER OF COMMERCE	Fall Fest Exhibitor - Sept. 9, 2023	\$40.00
NEW LONDON CHAMBER OF COMMERCE	3 Women's Wellness Walk lunches	\$24.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$4.90
SAM'S CLUB/SYNCHRONY BANK	program supplies	\$293.34
US CELLULAR	February 2023 charges	\$0.50
VERIZON WIRELESS	phone charges	\$85.75
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$798.73
WPRA	2023 membership renewals	\$260.00
TOTAL		\$4,967.76
REFUSE COLLECTION		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$1.84
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$10.20
TOTAL		\$12.04
SANITARY MAINTENANCE		
NEW LONDON UTILITIES	February 2023 charges	\$879.03
NORTHERN PIPE EQUIPMENT INC	roots & taps removal, televising of lines	\$44,245.00
ROBERT J IMMEL EXC	sanitary sewer repair	\$5,551.71
TOTAL		\$50,675.74
SENIOR BUS SERVICE		
CHARTER COMMUNICATIONS	February 2023 charges	\$31.59
KWIK TRIP INC	February 2023 gas - buses	\$318.66
US CELLULAR	February 2023 charges	\$8.58
TOTAL		\$358.83

SEWAGE PLANT

ALSCO	uniform cleaning - wwtp	\$252.54
AT&T	March 2023 charges - wwtp	\$261.35
AUGUST WINTER & SONS, INC.	backflow preventer inspection	\$1,157.39
B & M TECHNICAL SERVICES, INC.	SCADA processor cards	\$5,649.00
BADGER LAB & ENG CO, INC	Nitrogen testing	\$156.00
BADGER LAB & ENG CO, INC	pesticide testing	\$170.00
CAPITAL ONE	funnel, bleach, paper towels	\$50.29
CARDMEMBER SERVICE	office chairs/Suspend Growth Processes exam	\$361.46
CDW GOVERNMENT INC	printer, toner	\$1,554.58
CHARTER COMMUNICATIONS	February 2023 charges	\$98.81
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$77.80
GARVENS, GERID	reimburse for safety boots	\$100.00
GFL ENVIRONMENTAL	February container services	\$243.60
GFL ENVIRONMENTAL	March container services	\$243.60
GRAINGER PARTS OPERATION	hollow hex head plug	\$41.55
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$3,770.62
JOHNSON BLOCK AND COMPANY INC	billing on 2022 audit - sewer	\$2,000.00
KEMIRA WATER SOLUTIONS, INC	ferric chloride solution	\$11,285.16
KWIK TRIP INC	February 2023 gas - wwtp	\$204.20
MASTER ELECTRICAL SERVICES	replace breaker on fume hood	\$336.96
MULCAHY SHAW WATER INC	Phosphorus analyzer membrane & case	\$1,581.78
MULCAHY SHAW WATER INC	replace Wohlt Creamery sampler	\$8,355.00
NEW LONDON UTILITIES	Feb. 2023 large power billing	\$7,030.85
NEW LONDON UTILITIES	February 2023 charges	\$859.26
NEW LONDON UTILITIES	Jan.- Mar. 2023 metering charges	\$58,759.00
NORTH CENTRAL LABORATORIES	lab supplies, thermometers	\$969.53
NORTH SHORE ANALYTICAL, INC	1st quarter mercury testing	\$205.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$7.35
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$0.46
SPEE-DEE DELIVERY SERVICE, INC.	on call shipment	\$18.75
US CELLULAR	February 2023 charges	\$1.12
VALLEY PEST CONTROL INC	March pest control - wwtp	\$33.00
VERIZON WIRELESS	phone charges	\$84.06
VORPAHL INC.	gloves, wipe dispensers	\$608.21
WE ENERGIES	February 2023 charges	\$1,062.59
WI DEPT OF JUSTICE	background checks	\$14.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$1,106.92
ZORO TOOLS, INC	brooms/keys/mop/magnets/label	\$288.83
ZORO TOOLS, INC	mini plier & screwdriver set	\$143.92
ZORO TOOLS, INC	thread seal tape	\$44.45
ZORO TOOLS, INC	chair mats	\$314.03

TOTAL \$109,503.02

SNOW & ICE REMOVAL

DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$222.24
HEALTHPARTNERS	HEALTH INSURANCE BILLING	\$1,027.19
WAUPACA CNTY TREASURER	county/road salts	\$19,432.36
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$1,224.17

TOTAL \$21,905.96

STAND-BY

WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$38.14
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TOTAL \$38.14



STREET DEPT FRINGE BENEFIT			
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING		\$61.00
HEALTHPARTNERS	HEALTHPARTNERS		\$8,212.09
HEALTHPARTNERS	HEALTH INSURANCE BILLING		\$489.01
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO		\$14.70
WI RETIREMENT SYSTEM	RETIREMENT GENERAL		\$278.14
TOTAL			\$9,054.94
STREET MACHINERY			
ALSCO	uniform cleaning - streets		\$334.05
AUTOMOTIVE SUPPLY CO.	synthetic grease		\$54.00
AUTOMOTIVE SUPPLY CO.	gear oil		\$43.92
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING		\$45.22
HEALTHPARTNERS	HEALTH INSURANCE BILLING		\$212.10
KWIK TRIP INC	February 2023 gas - pw		\$3,858.70
NAPA AUTO PARTS	brake cleaners		\$368.88
NAPA AUTO PARTS	water remover & antifreeze		\$60.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL		\$207.80
TOTAL			\$5,184.67
STREET REPAIR & CONST.			
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING		\$1.30
WAUPACA CNTY TREASURER	patching mix		\$349.34
WI RETIREMENT SYSTEM	RETIREMENT GENERAL		\$48.60
TOTAL			\$399.24
STREET SIGNS & MARKINGS			
CARDMEMBER SERVICE	reflective barricade tape		\$184.97
NEW LONDON BUILDING SUPPLY	plywood		\$79.98
TOTAL			\$264.95
STREET SUPERVISION			
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING		\$77.80
HEALTHPARTNERS	HEALTH INSURANCE BILLING		\$1,885.31
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO		\$2.45
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC		\$1.07
WI RETIREMENT SYSTEM	RETIREMENT GENERAL		\$394.30
TOTAL			\$2,360.93
SWIMMING POOL			
AMERICAN RED CROSS	lifeguarding review training		\$168.00
CAPITAL ONE	program/dept. supplies, clock		\$48.41
CARDMEMBER SERVICE	dish network		\$124.10
CARRICO AQUATIC RESOURCES, INC	pulsar infinity tabs		\$513.00
CHARTER COMMUNICATIONS	February 2023 charges		\$89.92
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING		\$106.78
HEALTHPARTNERS	HEALTH INSURANCE BILLING		\$1,512.10
MBM LEASING	black copies overage, color copies		\$1,377.27
NEW LONDON BUILDING SUPPLY	nuts, bolts, misc. hardware		\$1.88
NEW LONDON BUILDING SUPPLY	lockset		\$25.99
NEW LONDON BUILDING SUPPLY	drain plug, misc. hardware		\$23.09
NEW LONDON BUILDING SUPPLY	AA/AAA batteries		\$19.98

NEW LONDON UTILITIES	February 2023 charges	\$3,601.97
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
WAUSAU CHEMICAL CORP	chemicals	\$1,856.02
WE ENERGIES	February 2023 charges	\$2,953.32
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$323.78
WPRA	2023 membership renewal	\$130.00
TOTAL		\$12,878.06
TID DISTRICT 5		
FIRST AMERICAN TITLE INSURANCE COMPANY	misc. search for 101 Park St.	\$100.00
MCMAHON ENGINEERS ARCHITECTS	N. Water Street design	\$34,217.20
MCMAHON ENGINEERS ARCHITECTS	Street & Utility Project - storm	\$4,799.90
MCMAHON ENGINEERS ARCHITECTS	Street & Utility Project - road	\$10,000.00
MCMAHON ENGINEERS ARCHITECTS	St. & Utility Project - parking lot	\$7,747.00
MCMAHON ENGINEERS ARCHITECTS	St. & Utility Project - sanitary	\$12,781.80
MCMAHON ENGINEERS ARCHITECTS	Wolf River Ave. - storm	\$1,465.09
MCMAHON ENGINEERS ARCHITECTS	Wolf River Ave. - sanitary	\$1,465.09
MCMAHON ENGINEERS ARCHITECTS	Wolf River Ave. - water	\$1,465.08
MULTI MEDIA CHANNELS, LLC	2023 project bid notices	\$1,015.26
QUARLES & BRADY LLP	services for Swiderski project	\$1,497.00
STEIRO APPRAISAL SERVICE INC.	N. Water St. project sales study	\$7,500.00
TOTAL		\$84,053.42
TRAFFIC CTL & STREET LTG		
NEW LONDON UTILITIES	February 2023 charges	\$7,316.96
TOTAL		\$7,316.96
WASHINGTON CENTER		
CAPITAL ONE	program supplies	\$34.87
CARDMEMBER SERVICE	handicap door access switch	\$80.64
CHARTER COMMUNICATIONS	February 2023 charges	\$31.59
HOFFMAN HEATING & COOLING, INC.	pleated air filters	\$135.00
NEW LONDON UTILITIES	February 2023 charges	\$629.22
VALLEY PEST CONTROL INC	March pest control - sr. center	\$33.00
WE ENERGIES	February 2023 charges	\$560.44
WI DEPT OF JUSTICE	background check	\$7.00
WPRA	2023 membership renewal	\$125.00
TOTAL		\$1,636.76
WASHINGTON CENTER GYM		
CAPITAL ONE	pushpins, water	\$3.44
CHARTER COMMUNICATIONS	February 2023 charges	\$31.59
NEW LONDON UTILITIES	February 2023 charges	\$599.81
WE ENERGIES	February 2023 charges	\$996.47
TOTAL		\$1,631.31
WORKERS' COMPENSATION		
CITIES & VILLAGES MUTUAL INS	2023 workers comp premium - 2nd qtr.	\$26,223.25
TOTAL		\$26,223.25
OVERALL TOTAL		\$604,904.74

FUND TOTALS

GENERAL FUND	\$295,850.11
CAPITAL PROJECTS FUND	\$64,822.45
WWTP FUND	\$160,178.76
TID 5 FUND	<u>\$84,053.42</u>

SUBTOTAL \$604,904.74

GROSS PAYROLL \$348,565.25

\*\*\*\*GRAND TOTAL \$953,469.99

TOTAL HEALTH INSURANCE \$68,252.88  
TOTAL RETIREMENT \$26,368.04

RESOLUTION DESIGNATING PUBLIC DEPOSITORY  
AND AUTHORIZING WITHDRAWAL OF CITY MONIES

RESOLUTION NO. \_\_\_\_\_

RESOLVED, that the following banking institutions:

First State Bank of New London, WI; Associated Bank, New London, WI; Edward Jones & Company; Wolf River Community Bank; Community First Credit Union; Fox Communities Credit Union; B.C. Ziegler & Company; UBS Financial Services; Morgan Stanley; RBC Dain Rauscher; and the Local Government Investment Pool of the State Treasurer, qualified as public depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated, until further action, as public depositories for all public monies coming into the possession of the City of New London, Waupaca and Outagamie Counties, Wisconsin and any of its legal subsidiaries such as Floral Hill Cemetery, and the New London Utilities, etc. excepting the New London Housing Authority which has complete custody of its own funds; and

That withdrawal or disbursement from a demand deposit from any one of the above named depositories shall be by order check, as provided in §66.042 of the Wisconsin Statutes; that in accordance therewith all order checks shall be signed by the following persons: Judy M. Radke, Treasurer or Nicole Ryerson, Clerk and countersigned by Mark Herter, Mayor or \_\_\_\_\_ President of the Common Council, and shall be so honored.

The withdrawal or disbursement upon such demand deposits may also be made through electronic fund transfer and automated clearinghouse methods in accordance with §66.0603(1m). The withdrawal or disbursement of City funds held in any of the above named depositories in a demand deposit or time deposit to any other demand or time deposit in the same or other authorized depository may be accomplished by order check, electronic fund transfer or automated clearinghouse method by the Clerk or Treasurer, insofar as such demand or time deposit is under the sole authority and control of the City of New London, and its legal subsidiaries.

It is further resolved, that in lieu of their personal signatures, the facsimile signatures, which have been adopted by: Judy M. Radke, Treasurer; Nicole Ryerson, Clerk; Mark Herter, Mayor; may be affixed on such order checks, that any one of the above named depositories shall be fully warranted and protected in making payment on any order check bearing such facsimile notwithstanding that the same may have been placed therein without the authority of the designated person or persons.

In addition, the Council authorizes the Clerk and Treasurer to invest public monies at any of the above named public depositories, within the limits established by law acting to the best of their ability to ensure the safety of these funds, in compliance with the City Financial Policy adopted February 13, 2007, as amended. A certified copy of this resolution shall be delivered to each of above named depositories, and said depositories may rely on this resolution until changed by lawful resolution and certified copy of such resolution has been given to the cashier of the respective above named depositories.

Adopted this 18th day of April 2023,

BY: \_\_\_\_\_  
Mark Herter, Mayor

ATTEST: \_\_\_\_\_  
Nicole Ryerson, City Clerk

# Mayoral Appointment of Committees, Commissions & Boards

## April 2023

<b>BOARD OF PUBLIC WORKS</b>			
John Hass (Chr.), Mike Barrington (V Chr.), Dennis Herter, Dave Dorsey, Bernie Ritchie			
<b>FINANCE &amp; PERSONNEL</b>			
Dave Dorsey (Chr.), John Faucher (V Chr.), Mike Barrington, Bob Besaw, Tim Roberts			
<b>PARKS, RECREATION &amp; LEISURE ACTIVITIES</b>			
Bob Besaw, (Chr.), John Faucher (V Chr.), John Hass, Bernard Ritchie, Charlene Magolski Citizen members: Jim Jaeger and Steve Groat			
<b>ECONOMIC DEVELOPMENT</b>			
Tim Roberts (Chr.), Dave Dorsey (V Chr.), John Faucher, BaLynda Croy Citizen members: Hans Thompson, Bill Bishop, and April Kopitzke Student members: Wyatt Adamovich			
<b>PLAN COMMISSION</b>	<b>APRIL / 3YRS.</b>		
Bernie Ritchie, CHR	1003 Shiocton St.	(920) 538-0558	
Mark Herter, V CHR	920 Smith St.	(920) 538-3051	
Jay Bessette	400 E. N. Water St.	(920) 982-8516	2025
Dona Gabert	1013 N. Water St.	(920) 982-4780	2025
Jeff Handschke	N5590 Fairway Dr.	(920) 810-1363	2024
Susie Steingraber	1930 Nassau St.	(920) 810-5592	2025
Jamie Walbruck	N6581 Buelow Rd	(920) 878-1012	2024
<b>APPOINTED BOARD &amp; COMMITTEES</b>			
<b>BOARD OF REVIEW FOR 2023</b>			
Mark Herter, Bob Besaw, Nicole Ryerson, Dave Dorsey, Mike Barrington Alternates: John Faucher & John Haas			
<b>CAPITAL PROJECTS COMMITTEE</b>			
This is a Committee of the Whole- all Council members make it up.			

Highlighted names indicate new appointments /re-appointments that are subject to confirmation by the Council:

BOARD OF ZONING APPEALS 1.05 (1)(a)

PLAN COMMISSION 1.05 (2)(a)

Meeting Minutes of the  
Board of Public Works – Special Meeting  
Tuesday, March 21, 2023–6:30 PM  
Council Chambers – New London Municipal Building  
located at 215 N. Shawano Street

Public Works Members present were:

Mike Barrington (Chair), Bernie Ritchie (Vice Chair), John Hass, Dennis Herter & Dave Dorsey.

Council members present:

Mayor Mark Herter, Bob Besaw, Steve Groat, Tim Roberts, and John Faucher.

Officials present were:

Robert Garske - Director of Public Works, Nicole Ryerson - City Clerk, and Chad Hoerth – City Administrator

Others present:

Charlene Magolski and Craig Davison

The meeting was called to order by Chairman Barrington at 6:30 p.m.

After the Pledge of Allegiance there was a motion from D. Herter , second by Dorsey to adopt agenda. *Carried 10-0*

Barrington called upon Garske to discuss the resolution. There was a motion from Hass, second by D. Herter to recommend to Council Final Assessment Resolution for sanitary and water lateral rehabilitation for North Water Street, Pearl Street, State Street, Lincoln Court, and St. John's Place. *Carried 9-0-1 (Roberts abstained).*

As there was no other business, motion from D. Herter, second by Dorsey to adjourn. *Carried 10-0.* Meeting was adjourned at 6:33 pm.

Respectfully submitted,

Nicole Ryerson, City Clerk

CITY OF NEW LONDON  
BOARD OF PUBLIC WORKS MEETING MINUTES  
Monday, April 10<sup>th</sup>, 2023

Members Present: Mike Barrington, Bernie Ritchie, Dennis Herter, John Hass

Members Absent: Dave Dorsey

Council Members: Mayor Herter (via Zoom arrived in person 5:32 p.m.), Bob Besaw, Tim Roberts (left at 6:16 p.m.), BaLynda Croy

Others Present: Chad Hoerth, City Administrator  
Robert Garske, Director of Public Works  
Ben Greuel, WWTP Chief Operator

Visitors: Charlene Magolski  
Ron Gagnow, Commander, American Legion Post 263

Barrington called the meeting to order at 5:15 p.m. Motion by B Ritchie second by D Herter to approve the agenda as presented. *Motion carried by all (8-0).*

Public Input: None.

Wastewater Treatment Plant Update: Wastewater Notes were included with the packet.

Ben Greuel left meeting at 5:21 p.m.

Recommended to Council AECOM's contract for the County S Landfill monitoring: Director Garske recommended the contract be approved for continued test monitoring of the landfill site. Besaw brought up the question on the longevity of testing of the site and if there is a point in which it would discontinue. This will be a follow up question to see what circumstances this may occur.

J Hass moved, second D Herter motioned to approve contract of AECOM for continued monitoring for County S Landfill. *Motion carried by all (8-0).*

Recommended to Council the SMA for House and Allcan Roads: Director Garske brought to council the State/Municipal Agreement for a pavement replacement project that was approved by the state. This is an STP- Local grant funding \$1,185,600, which is 80% of the probable cost of the construction for House Road and Allcan Road. The remaining cost would be split between the Township of Liberty and City of New London.

D Herter moved, second B Ritchie to approve SMA for House and Allcan Road. *Motion carried by all (8-0).*

Mayer Herter arrived 5:32 p.m.

Discussion to consider a Veteran Walk for North Water Street: Director Garske introduced Ron Gagnow who approached the Board about a project honoring local veterans by placing banners on the light poles. The American Legion is willing to purchase the appropriate brackets and banners. Banners would then be rotated out on a scheduled timeline. Positive response was noted by the committee but to be tabled at this time until further into the project when more information is known about what type of lighting would be used down town.



Discussion related to one sided parking on St John's Place: Director Garske recommended to council to not limit the parking on both sides of St John's Place. The measurements related to that roadway are consistent with others in the downtown area and with the proposed gradual curb extension there would be improved visualization in entering and exiting roadways or parking lots. Ritchie brought up the possibility of making St John's Place one-way direction. Further discussion ensued and tabled for future discussion after next Public Input Meeting.

D Herter moved, second by J Hass to table further discussion of one-sided parking on St John's Place. *Motion carried by all (8-0)*

Discuss and recommendation implementation of a fee for yard waste site use: Director Garske recommended the use of a key card with a sticker to control/monitor those using the yard waste site. Cameras had been purchased for use and determined they are able to run off of Ethernet cable. This in mind there is no need to run electric to the gate bringing the cost of the project down and can be covered in the operational budget.

B Ritchie moved, second by D Herter to implement fee for Yard Waste Site use. *Motion carried by all (8-0)*

Tim Roberts left meeting 6:16 p.m.

Director's Report: The Director's memo is included in the agenda packet and was reviewed by the Board.

- Anniversary - Julie Giesen 5 years of service April 2<sup>nd</sup>
- Continued work with Downtown area businesses and business owners regarding upcoming projects
- Northern Pipe cutting and fixing intrusive laterals; root foaming funds are redirected to root cutting due to poor results with the use of the product

Future Agenda Items:

- Discussion about large item disposal services.
- Charging for overnight parking in downtown locations
- One sided parking for St John's Place or one-way direction assigned to streets in the Downtown area

Further Discussion: None

There being no further discussion, B Ritchie moved, second J Hass to adjourn meeting at 6:25 PM. *Motion carried by all (8-0).*

February 27, 2023

Mr. Robert Garske  
Director of Public  
Services  
City of New London  
215 North Shawano Street  
New London, WI 54961

**Proposal for 2023 Groundwater Monitoring Services at the County Highway S Landfill (License No. 01523)  
Located in New London, Wisconsin**

Dear Mr. Garske,

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal for semi-annual groundwater monitoring services at the County Highway S Landfill through 2023. Groundwater monitoring under the Wisconsin Department of Natural Resources (WDNR) Solid Waste Program was initiated in 2005 and conducted on a quarterly basis through 2009. The groundwater monitoring program was reduced to semi-annual through a Plan Modification Request, dated August 7, 2009 and Addendum to Plan Modification Request dated December 18, 2009. In a letter dated January 6, 2010, the WDNR approved the groundwater sampling modifications to the Plan of Operation Approval. The sampling plan will continue to include sampling of Monitoring Wells MW-11/MW-11PZ on the Morak Property due to continued VOC detection in the landfill. MW-11/MW-11PZ are both down gradient from the landfill.

Details of the 2023 groundwater monitoring program are provided in the attached Table 1.

The scope of services for 2023 is provided below:

- Continue performing groundwater monitoring in accordance with the WDNR Waste Program and Plan Modification (as approved in the WDNR January 6, 2010, letter) in March (may be adjusted to April to avoid frozen wells) and September or October 2023.
- Submit required documentation to the WDNR, and the City of New London, Town of Liberty, Ms. Julia DeGroot, Mr. Shane Krake, and Mr. Alan Krake after each groundwater monitoring event.
- Complete an annual inspection of the landfill cover in accordance with the WDNR letter dated October 19, 2004. A letter-report documenting the inspection will be prepared and submitted to the WDNR, the City of New London, and to the Town of Liberty.

Our proposed fee to complete the above-referenced scope of services for 2023 is \$15,500.

The estimated costs are based on the assumptions listed below.

- No delays in work beyond AECOM's/Contractor's control are experienced during the course of the project.
- Access to the site and the Morak property, including moving vehicles and stored materials and equipment from the work area, can be achieved without delay to the work crews. AECOM will notify the City on the day prior to sampling or well maintenance activities.
- Any work additional to the scope of services presented herein, as authorized by the Client, will be charged at AECOM's established rates for this project.
- Standard laboratory turnaround times (after laboratory receipt of samples, ten business days) for the samples are acceptable, unless otherwise specified by the Client.
- One review cycle for all deliverables is acceptable.
- Costs are provided for budgetary purposes only and may change based upon field conditions or based upon agency requests.

- Analytical results confirm that purged groundwater does not require containerization, and purged groundwater will be dispersed on pavement for evaporation or disposed via a sanitary sewer.

Services described in this proposal will be performed on a time-and-expense/unit-cost basis. The Fee Schedule indicates the unit prices for various elements of service outlined in this proposal. The attached Fee Schedule will apply to AECOM's services described in this proposal if the proposal is accepted by the City of New London within 60 days after the date of the proposal.

We have attached to this proposal our Commercial Terms and General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. As formal authorization to proceed, please sign the attached authorization form and return it to us.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to AECOM upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

We appreciate the opportunity to provide the City of New London with environmental services.

Please contact us if you have questions or need additional information.

Yours sincerely,

AECOM Technical Services, Inc.



Janel Dean  
Project Manager

Dave Lowry  
Associate Vice President

**enclosures:** Authorization  
Table 1  
General Conditions of Service  
Commercial Terms



## Authorization

February 27, 2023

I hereby authorize AECOM to proceed with the scope of work for the 2023 Groundwater Monitoring Services, County Highway S Landfill (License No. 01523), New London, Wisconsin as described in AECOM's proposal dated February 27, 2023 with a budget authorization of \$15,500 under the general terms and conditions specified in the proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Organization

I agree to accept invoices from AECOM via e-mail and not postal mail:

Yes

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

E-mail address: \_\_\_\_\_

Recipient Mr/Ms: \_\_\_\_\_

### Return to:

Name: Janel Dean

Phone: 920-236-6723

Email: [janel.dean@aecom.com](mailto:janel.dean@aecom.com)

**Table 1: Groundwater Sampling Program (under Solid Waste Program)  
Based on the 2009 Plan Modification**

County Highway S Landfill, Outagamie County, Wisconsin

Well ID	Water Level	pH	Temperature	Specific Conductivity	DOC	Alkalinity	Manganese	Arsenic	Iron	Chloride	Hardness	VOCs
MW-1R	S	S	S	S	S	S	S	S	S	S	S	S
MW-1PZ	S	S	S	S	S	S	S	S	S	S	S	S
MW-4(1988)	S	S	S	S	S	S	S	S	S	S	S	S
MW-4PZ	S	S	S	S	S	S	S	S	S	S	S	S
MW-5R	S	S	S	S	S	S	S	--	S	S	S	A
MW-5PZ	S	S	S	S	S	S	--	--	--	S	S	A
MW-9PZ	S	S	S	S	S	S	S	--	--	S	S	A
MW-10	S	S	S	S	S	S	S	S	S	S	S	A
MW-11	S	S	S	S	S	S	--	--	S	S	S	S
MW-11PZ	S	S	S	S	S	S	S	--	--	S	S	S
MW-96-2	S	--	--	S	--	--	--	--	--	--	--	--
MW-96-3	S	S	S	S	S	S	--	--	--	S	S	S
MW-96-4	S	S	S	S	S	S	S	--	--	S	S	S
MW-96-5	S	S	S	S	S	S	--	--	--	S	S	S
MW-96-6	S	S	S	S	S	S	S	--	--	S	S	S
MW-96-7	S	S	S	S	--	--	--	--	--	--	--	--
Ditch	--	--	--	S	--	--	S	S	S	S	S	--
Duplicate	--	--	--	--	--	S	S	S	S	S	S	S
Field Blank	--	--	--	--	--	S	S	S	S	S	S	S
Trip Blank	--	--	--	--	--	--	--	--	--	--	--	S
Semi Annual Samples	16	15	15	17	14	16	13	8	10	17	17	13
Annual Samples	0	0	0	0	0	0	0	0	0	0	0	4
Total Samples/Year	32	30	30	34	28	32	26	16	20	34	34	30

Notes:

S = Semiannual, A = Annual

As used herein, the term "AECOM" shall mean AECOM Technical Services, Inc., and the term "Client" shall mean (each individually a "Party" and collectively, the "Parties").

**1. ACCESS.** Client grants or shall obtain for AECOM and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense. AECOM shall not be responsible or liable for the errors, omissions, or other acts of any other consultants, contractors, or parties engaged by Client or present at any Site, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**2. CLIENT INFORMATION.** Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

**3. STANDARD OF SERVICES AND WARRANTY.** AECOM agrees to perform its services as described in the applicable proposal for services submitted to Client ("Services") in accordance with the degree of professional skill, quality, and care ordinarily exercised by members of the same profession practicing in the same location at the same time under comparable circumstances and providing services of a similar nature and as expeditiously as is consistent with professional skill and the orderly progress of the Services. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standard and to remedy any material deficiencies or defects in the Services at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such material deficiency or defect within a reasonable period after discovery thereof, but in no event later than ninety (90) days after AECOM's completion of the Services. Except as provided in this Section 3, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence, or otherwise.

**4. CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either Party discloses Confidential Information to the other Party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the Parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving Party; (iii) the receiving Party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing Party; (iv) is independently developed by the receiving Party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

**5. WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided and provided further the Work Product shall be used solely for the purpose for which the Work Product was intended. All Work Product prepared by AECOM shall be for the sole and exclusive use of Client and no other person or entity. Client agrees that no third party (with the exception of governmental entities or agencies) shall have the right to use or rely on the Work Product without the written consent of AECOM and the third party's agreement to be bound by the same terms and conditions as Client and to execute a third party reliance letter agreeable to AECOM.

**6. INSURANCE.** AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

**7. INDEMNITY.** AECOM shall indemnify and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

**8. PAYMENT & CHANGES.** Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's proposal for Services submitted by AECOM to Client or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as agreed in writing by the Parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

**9. WAIVER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. ENVIRONMENTAL CONDITIONS.** Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. Nothing in this Agreement shall be construed or interpreted as requiring AECOM to assume the status of, and Client acknowledges that AECOM does not act in the capacity nor assume the status of, Client or others as a "generator," "owner," "operator," "transporter," "disposer," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges that AECOM has neither created nor contributed to the creation or existence of any air, subsurface, ground, or other environmental hazards, contamination, or pollution or the presence of toxic or hazardous substances or materials, whether latent or patent, at any Site prior to the date on which Services commenced ("Pre-Existing Conditions"). Client assumes all responsibility and liability for Pre-Existing Conditions, and further agrees to defend, indemnify, and hold AECOM harmless from any claims, demands, losses, liabilities, causes of action, actions, suits, damages, costs, penalties, fines, and expenses, including reasonable attorneys' fees, of any kind or character, arising from or relating to Pre-Existing Conditions of, except where such are caused by the sole negligence or willful misconduct of AECOM, it being the intention of Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

**11. INDEPENDENT CONTRACTOR.** In performing Services under this Agreement, AECOM will act solely as an independent contractor and shall not be regarded as a subsidiary, partner, joint venturer, affiliate, representative, employee, servant, or agent of Client.

**12. FORCE MAJEURE.** Neither AECOM nor Client shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing Site conditions, changes in law or regulations, explosion, war (whether declared or not), civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, the Coronavirus (SARS COV-2) and such related diseases (e.g., COVID-19) outbreak, strikes, lockouts, industrial disturbances, requests, acts, or intervention of a governmental agencies or authorities, court orders, labor relations, accidents, delays, the inability to obtain materials, equipment, fuel, or transportation, or other events or

circumstances beyond the reasonable control of the claiming Party ("Force Majeure Event"). AECOM shall be entitled to a change in the scope of Services, compensation, the project schedule, and other terms and conditions of this Agreement that are affected by a Force Majeure Event sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. All such changes shall be authorized by a mutually agreed upon, written change order containing any appropriate equitable adjustments to the scope of Services, compensation, project schedule, and other terms and conditions of this Agreement affected by the Force Majeure Event. If a Force Majeure Event substantially prevents, or is reasonably likely to substantially prevent, AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

**13. RISK ALLOCATION & RESTRICTION OF REMEDIES.** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$50,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, ACTIONS, SUITS, DAMAGES, COSTS, PENALTIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

**14. DISPUTE RESOLUTION.** Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute, or controversy relating to this Agreement ("Dispute") and the requested relief. The recipient of such notice shall respond within five (5) business days with a written statement of its position and a recommended solution to the Dispute. If the Parties cannot resolve the Dispute through negotiation, either Party may refer the Dispute to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Dispute. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission or otherwise be usable or admissible in any litigation, arbitration, or dispute resolution proceeding. If the Representatives are unable to resolve the Dispute within thirty (30) days, either Party shall have the right to commence arbitration at any time thereafter upon service of demand for arbitration on the other Party. Any Dispute arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that is not resolved by the Panel of Representatives, as well as any dispute concerning the propriety of commencement of the arbitration, shall be finally resolved and settled by arbitration. Unless the Parties agree otherwise, the arbitration shall be conducted by one arbitrator in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as such rules and procedures are modified herein or by agreement of the Parties. The Parties shall seek to agree upon a sole arbitrator within thirty (30) days after a demand for arbitration. If the Parties do not reach agreement on the sole arbitrator, then AAA shall appoint the sole arbitrator from a panel with expertise in the subject areas relating to the Dispute. Unless otherwise agreed by the parties, the seat of the arbitration shall be Los Angeles, California, and it shall be conducted in the English language, but either Party may submit testimony or documentary evidence in any other language if such Party provides a translation into English of any such evidence. The Parties agree to ask the arbitrator to hold an in-person procedural hearing within sixty (60) days of the demand for arbitration, and to hold a hearing on the merits within twelve (12) months of the demand. Unless the Parties agree otherwise, the hearing on the merits will be set for consecutive days (excluding weekends and holidays) and last for no more than ten (10) days. Unless otherwise agreed by the Parties, at the first in-person procedural hearing, the Parties will request that the arbitrator set a schedule for conducting the proceeding that includes service by the claimant of a memorial together with witness statements, documents, and expert testimony, service by the respondent of a counter memorial together with witness statements, documents, and expert testimony and service of reply and sur-reply memorials as appropriate. Unless otherwise agreed by the Parties at the time of arbitration, the Parties shall not conduct any depositions (other than as necessary to record testimony of witnesses who cannot be ordered to appear at the hearing), requests for admission, or interrogatories in connection with the arbitration. The Parties further agree that they shall have no right to seek production of documents or any other discovery in the arbitration proceeding from the other party, except that the Parties shall exchange the documents on which they intend to rely with their witness statements. The parties agree that the arbitrator shall be empowered to consider the IBA Rules on the Taking of Evidence in connection with witness and expert testimony in the arbitration. Unless otherwise agreed by the parties, direct testimony at the hearing shall be submitted in the form of written witness statements; testimony of fact witnesses at the hearing shall be limited to cross-examination and rebuttal; and experts shall be encouraged by the Parties and the arbitrator to find areas of agreement. Any arbitration award shall be final and binding on the Parties. The Parties agree to undertake and carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant Party or its assets.

**15. WASTE.** As used herein, "Waste" means any hazardous, non-hazardous, radioactive, toxic, flammable, explosive, infectious,



dangerous, or other waste, substances, or materials existing on any Site or generated by Client or a third party prior to the date on which Services commenced. AECOM assumes no title, ownership of, or legal responsibility or liability for the creation, existence, or presence of any Waste. Where required by the Agreement, AECOM shall assist Client in the proper handling, storage, transportation and/or delivery for disposal of Waste in accordance with all applicable federal, state and local laws and regulations, but AECOM shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility to which Waste will be delivered and the final selection of any disposal facility shall be made by Client. Client shall look solely to the disposal facility or transporter for any damages or liability arising from improper transportation or disposal of the Waste. Client shall provide appropriate disposal identification numbers, select the disposal site(s), and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility or transporter for any responsibility or liability arising from or relating to the improper transportation or disposal of the Waste.

**16. ENTIRE AGREEMENT.** The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the Parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either Party and any such assignment shall be null and void. Either Party may terminate this Agreement by giving the other Party seven (7) days' written notice. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including without limitation any terms relating to compensation, indemnity, limitation of liability, releases from liability, or exclusion of any remedy, shall survive and continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the applicable proposal for Services to Client is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the applicable proposal submitted by AECOM to Client.

Effective: December 20, 2021

**SCOPE OF SERVICES** – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

**BILLING RATES**

**STAFF** - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Classification	Rate/Hour
Technician I, Project Administrator I	90.00
Technician II, Project Administrator II	100.00
Technician III, Scientist I, Project Administrator III, Data Administrator I, CAD/GIS Specialist I, Engineer I, Project Manager I	110.00
Technician IV, Scientist II, Project Administrator IV, Data Administrator II, CAD/GIS Specialist II, Engineer II, Project Manager II	135.00
Technician V, Scientist III, Project Administrator V, Data Administrator III, CAD/GIS Specialist III, Engineer III, Project Manager III	160.00
Technician VI, Scientist IV, Data Administrator IV, CAD/GIS Specialist IV, Engineer IV, Project Manager IV	170.00
Scientist V, Data Administrator V, CAD/GIS Specialist V, Engineer V, Project Manager V	210.00
Scientist VI, CAD/GIS Specialist VI, Engineer VI, Project Manager VI	250.00
Scientist VII, Engineer VII; Project Director	290.00
Scientist VIII, Engineer VIII, Sr. Project Director	315.00

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

**LITIGATION SUPPORT** - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

**RETAINER** - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

**OTHER DIRECT COSTS** - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as ten percent (10%) of labor cost.

**INVOICING AND PAYMENT** - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

**SECURITY INTEREST** – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations,

indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

**ESTIMATES OF COSTS AND SCHEDULES** - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

**AGREEMENT** - These Commercial Terms Form 103C (12/20/2021) and the attached General Conditions Form 102 (09/17/2020) govern the performance of the Services and rights and obligations of the parties



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET STP-LOCAL  
PROJECT**

**Program Name: STP-Local  
Sub-program #: 206  
Cycle: FFY 2023-2026 Bipartisan  
Infrastructure Law (BIL)**

Date: **JANUARY 17, 2023**  
I.D.: **6513-03-00/71**  
Road Name: **HOUSE ROAD AND ALLCAN  
ROAD**  
Limits: **CTH S TO STH 54**  
County: **OUTAGAMIE**  
Roadway Length: **1.4 MILES**  
Functional Classification: **LOCAL STREET**  
Project Sponsor: **CITY OF NEW LONDON**

The signatory, **CITY OF NEW LONDON**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The year of last improvement is 1973 on House Road and 1984 on Allcan Road. The road consists of a rural cross section with a pavement width of 20 feet on House Road and 18 feet on Allcan Road. The pavement has a rating of 3 and is experiencing cracking and rutting. House Road has 3-foot gravel shoulders and Allcan Road has a 1-foot paved shoulder and there is no existing sidewalk along the corridor.**

Proposed Improvement - Nature of work: **The proposed improvement is a pavement replacement project with a rural cross section for 1.4 miles consisting of asphaltic pavement. The total pavement width will be 20 feet on House Road and 18 feet on Allcan Road. The proposed roadway is to include pavement marking and signing. There will be minimal grading and real estate acquisition is not anticipated for the project.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Items to be 100% locally funded could include, but may not be limited to, maintenance and repair of haul roads, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, compensable utility moves and real estate acquisition.**

The Municipality agrees to the following FFY 2023 to 2026 BIL STP-Local project funding conditions:

Project ID **6513-03-00** design costs are funded 100% by the Municipality including state review of design costs.

Project ID **6513-03-71** construction costs are funded with up to 80% federal funding up to a funding limit of

**\$1,185,600.** The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$1,185,600** federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset date: **June 30, 2029**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of **\$1,185,600** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

<b>SUMMARY OF COSTS</b>					
<b>PHASE</b>	<b>Total Est. Cost</b>	<b>Federal Funds</b>	<b>%</b>	<b>Municipal Funds</b>	<b>%</b>
<b>ID 6513-03-00</b>					
Design	<b>\$0</b>	<b>\$0</b>	0%	<b>\$0</b>	100%
State Review	<b>\$11,760</b>	<b>\$0</b>	0%	<b>\$11,760</b>	100%
<i>Project totals</i>	<i>\$11,760</i>	<i>\$0</i>		<i>\$11,760</i>	
<b>ID 6513-03-71</b>					
Participating Construction	<b>\$1,280,000</b>	<b>\$1,024,000</b>	80%	<b>\$256,000</b>	20% + BAL
Non-Participating Construction	<b>\$0</b>	<b>\$0</b>	0%	<b>\$0</b>	100%
Construction Engineering	<b>\$186,400</b>	<b>\$149,120</b>	80%	<b>\$37,280</b>	20% + BAL
State Review	<b>\$15,600</b>	<b>\$12,480</b>	80%	<b>\$3,120</b>	20% + BAL
<i>Project totals</i>	<i>\$1,482,000</i>	<i>\$1,185,600</i>		<i>\$296,400</i>	
<b>Total Est. Cost Distribution</b>	<b>\$1,493,760</b>	<b>\$1,185,600</b>	N/A	<b>\$308,160</b>	N/A

\*Construction ID# **6513-03-71** federal funding is limited to **\$1,185,600**.

This request is subject to the terms and conditions that follow (pages 3-8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: <b>CITY OF NEW LONDON</b> (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
  - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
  - h. General requirements for administrating federal and state aids set forth in Wis. Stat. 84.03.

## STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved FFY 2023-2026 BIL STP-Local program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. State review services for construction ID **6513-03-71**
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

## MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the FFY 2023-2026 BIL STP-Local improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

- h. Preliminary engineering and design.
  - i. Real estate for the improvement.
  - j. State review services for design ID **6513-03-00**
  - k. Other 100% Municipality funded items:
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
  9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
  10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
  11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
  12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
  13. In accordance with the State's sunset policy for STP Program projects, the subject FFY 2023-2026 STP Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
  14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
  15. The Municipality will at its own cost and expense:
    - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
    - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
    - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
    - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected



property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in

the State/Municipal Agreement Terms and Conditions under “Municipal Responsibilities and Requirements.”

#### **LEGAL RELATIONSHIPS:**

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality’s surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker’s Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality’s operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State’s authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following FFY 2023 to 2026 BIL STP-Local project funding conditions:

# BID TABULATION

**CITY OF NEW LONDON**  
**Wolf River Avenue Redevelopment Utility Reconstruction**  
 Contract No. N0009-09-21-00642  
 Bid Date/Time: February 28, 2023 @ 1:00 PM  
 Project Manager: Brad Werner, PE

**Engineer:** McMAHON ASSOCIATES, INC.  
 1445 McMahon Drive  
 PO Box 1025  
 Neenah, WI 54956 / 54957-1025

KRUCZEK CONSTRUCTION, INC.  
 3636 Kewaunee Road  
 Green Bay, WI 54311

DORNER, INC.  
 E506 Luxemburg Road  
 PO Box 129  
 Luxemburg, WI 54217

PTS CONTRACTORS, INC.  
 4075 Eaton Road  
 Green Bay, WI 54311

DE GROOT, INC.  
 4201 Champion Road  
 Green Bay, WI 54311

## WATER

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	350	L.F.	8 Inch PVC Water Main	\$98.00	\$34,300.00	\$90.00	\$31,500.00	\$101.00	\$35,350.00	\$103.92	\$36,372.00
2.	150	L.F.	Water Main Special Backfill	\$24.00	\$3,600.00	\$32.00	\$4,800.00	\$13.00	\$1,950.00	\$32.32	\$4,848.00
3.	5	Ea.	8 Inch Valve	\$2,925.00	\$14,625.00	\$3,752.00	\$18,760.00	\$2,610.00	\$13,050.00	\$3,030.00	\$15,150.00
4.	1	L.S.	Water Main Trench Compaction/Certification	\$1,500.00	\$1,500.00	\$2,112.00	\$2,112.00	\$1,240.00	\$1,240.00	\$2,525.00	\$2,525.00
<b>SUB-TOTAL (Items 1. through 4., Inclusive)</b>				<b>\$54,025.00</b>		<b>\$57,172.00</b>		<b>\$51,590.00</b>		<b>\$58,895.00</b>	

## SANITARY

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
5.	1	L.S.	Sanitary Sewer Bypass Pumping	\$19,000.00	\$19,000.00	\$18,513.00	\$18,513.00	\$18,225.00	\$18,225.00	\$25,250.00	\$25,250.00
6.	900	L.F.	24 Inch Sanitary	\$158.50	\$142,650.00	\$155.00	\$139,500.00	\$189.00	\$170,100.00	\$177.13	\$159,417.00
7.	260	L.F.	18 Inch Sanitary	\$126.50	\$32,890.00	\$150.00	\$39,000.00	\$138.00	\$35,880.00	\$171.07	\$44,478.20
8.	20	L.F.	12 Inch Sanitary	\$165.50	\$3,310.00	\$170.00	\$3,400.00	\$245.00	\$4,900.00	\$258.31	\$5,166.20
9.	14	L.F.	10 Inch Sanitary	\$109.50	\$1,533.00	\$150.00	\$2,100.00	\$196.00	\$2,744.00	\$249.98	\$3,499.72
10.	10	L.F.	8 Inch Sanitary	\$255.00	\$2,550.00	\$100.00	\$1,000.00	\$180.00	\$1,800.00	\$236.34	\$2,363.40
11.	650	L.F.	Sanitary Sewer Special Backfill	\$36.00	\$23,400.00	\$26.00	\$16,900.00	\$48.00	\$31,200.00	\$50.50	\$32,825.00
12.	1	Ea.	24" x 10" Inserta Tee	\$833.00	\$833.00	\$929.00	\$929.00	\$1,300.00	\$1,300.00	\$1,578.63	\$1,578.63
13.	8.4	V.F.	5 Foot Diameter Sanitary Manhole	\$1,040.00	\$8,736.00	\$944.00	\$7,929.60	\$845.00	\$7,098.00	\$1,219.64	\$10,244.98
14.	50	V.F.	4 Foot Diameter Sanitary Manhole	\$676.00	\$33,800.00	\$598.00	\$29,900.00	\$765.00	\$38,250.00	\$838.27	\$41,913.50
15.	7	Ea.	Sanitary Manhole Casting	\$550.00	\$3,850.00	\$608.00	\$4,256.00	\$650.00	\$4,550.00	\$601.96	\$4,213.72
16.	150	L.F.	Abandon 24 Inch Sanitary Sewer	\$10.00	\$1,500.00	\$23.00	\$3,450.00	\$15.00	\$2,250.00	\$18.18	\$2,727.00
17.	460	L.F.	Abandon 21 Inch Sanitary Sewer	\$7.00	\$3,220.00	\$18.00	\$8,280.00	\$13.00	\$5,980.00	\$16.16	\$7,433.60
18.	135	L.F.	Abandon 18 Inch Sanitary Sewer	\$10.75	\$1,451.25	\$15.00	\$2,025.00	\$10.00	\$1,350.00	\$15.15	\$2,045.25
19.	3	Ea.	Abandon Sanitary Manhole	\$500.00	\$1,500.00	\$810.00	\$2,430.00	\$390.00	\$1,170.00	\$707.00	\$2,121.00
20.	1	L.S.	Post-Construction Mainline Clean and Televising	\$2,440.00	\$2,440.00	\$1,927.00	\$1,927.00	\$2,535.00	\$2,535.00	\$3,030.00	\$3,030.00
21.	2	Ea.	Post-Construction Lateral Televising	\$125.00	\$250.00	\$158.00	\$316.00	\$155.00	\$310.00	\$202.00	\$404.00
22.	1	L.S.	Sanitary Sewer Trench Compaction/ Certification	\$2,000.00	\$2,000.00	\$3,695.00	\$3,695.00	\$1,235.00	\$1,235.00	\$3,030.00	\$3,030.00
23.	200	LB	Bentonite Clay	\$1.00	\$200.00	\$4.00	\$800.00	\$23.00	\$4,600.00	\$10.10	\$2,020.00
<b>SUB-TOTAL (Items 5. through 23., Inclusive)</b>				<b>\$285,113.25</b>		<b>\$286,350.60</b>		<b>\$335,477.00</b>		<b>\$353,761.20</b>	

# BID TABULATION

**CITY OF NEW LONDON**  
**Wolf River Avenue Redevelopment Utility Reconstruction**  
 Contract No. N0009-09-21-00642  
 Bid Date/Time: February 28, 2023 @ 1:00 PM  
 Project Manager: Brad Werner, PE

**Engineer:** McMAHON ASSOCIATES, INC.  
 1445 McMahon Drive  
 PO Box 1025  
 Neenah, WI 54956 / 54957-1025

**KRUCZEK CONSTRUCTION, INC.**  
 3636 Kewaunee Road  
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PTS CONTRACTORS, INC.  
 4075 Eaton Road  
 Green Bay, WI 54311

DE GROOT, INC.  
 4201 Champion Road  
 Green Bay, WI 54311

## STORM

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
24.	370	L.F.	30 Inch Storm Sewer	\$107.00	\$39,590.00	\$140.00	\$51,800.00	\$151.00	\$55,870.00	\$136.84	\$50,630.80
25.	25	L.F.	15 Inch Storm Sewer	\$73.50	\$1,837.50	\$115.00	\$2,875.00	\$115.00	\$2,875.00	\$98.62	\$2,465.50
26.	40	L.F.	12 Inch Storm Sewer	\$51.00	\$2,040.00	\$100.00	\$4,000.00	\$94.00	\$3,760.00	\$78.68	\$3,147.20
27.	435	L.F.	Storm Sewer Special Backfill	\$15.00	\$6,525.00	\$12.00	\$5,220.00	\$13.00	\$5,655.00	\$32.32	\$14,059.20
28.	20	V.F.	6 Foot Diameter Storm Manhole	\$1,014.00	\$20,280.00	\$1,106.00	\$22,120.00	\$1,075.00	\$21,500.00	\$1,276.72	\$25,534.40
29.	3	Ea.	Storm Manhole Casting	\$256.00	\$768.00	\$586.00	\$1,758.00	\$575.00	\$1,725.00	\$606.00	\$1,818.00
30.	2	Ea.	Storm Inlet with Casting	\$2,235.00	\$4,470.00	\$2,484.00	\$4,968.00	\$2,730.00	\$5,460.00	\$3,232.00	\$6,464.00
31.	4	Ea.	5 Foot Inlet Drain Tile Stub	\$490.00	\$1,960.00	\$290.00	\$1,160.00	\$265.00	\$1,060.00	\$454.50	\$1,818.00
32.	1	L.S.	Post-Construction Storm Sewer Clean and Televising	\$1,210.25	\$1,210.25	\$1,578.00	\$1,578.00	\$1,540.00	\$1,540.00	\$1,515.00	\$1,515.00
33.	1	L.S.	Storm Sewer Trench Compaction/Certification	\$1,000.00	\$1,000.00	\$1,689.00	\$1,689.00	\$1,235.00	\$1,235.00	\$2,222.00	\$2,222.00
<b>SUB-TOTAL (Items 24. through 33., Inclusive)</b>				<b>\$79,680.75</b>		<b>\$97,168.00</b>		<b>\$100,680.00</b>		<b>\$109,674.10</b>	

## RESTORATION / MISCELLANEOUS

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
34.	1	L.S.	Mobilization and Bonding	\$32,600.00	\$32,600.00	\$30,000.00	\$30,000.00	\$55,187.00	\$55,187.00	\$28,785.00	\$28,785.00
35.	1	L.S.	Traffic Control	\$2,500.00	\$2,500.00	\$5,912.00	\$5,912.00	\$4,120.00	\$4,120.00	\$7,575.00	\$7,575.00
36.	100	L.F.	Remove and Replace 30 Inch Curb and Gutter	\$122.00	\$12,200.00	\$64.80	\$6,480.00	\$125.00	\$12,500.00	\$133.32	\$13,332.00
37.	50	S.F.	4 Inch Concrete Sidewalk	\$20.00	\$1,000.00	\$8.70	\$435.00	\$21.00	\$1,050.00	\$26.26	\$1,313.00
38.	50	S.F.	6 Inch Concrete Sidewalk	\$25.00	\$1,250.00	\$9.80	\$490.00	\$26.00	\$1,300.00	\$31.56	\$1,578.00
39.	1,700	S.Y	2 Inch Temporary Asphalt Patch	\$15.00	\$25,500.00	\$15.50	\$26,350.00	\$15.00	\$25,500.00	\$19.26	\$32,742.00
40.	700	S.Y.	2-1/2 Inch HMA Pavement 3LT 58-28S Binder (Wolf River Avenue)	\$16.25	\$11,375.00	\$17.90	\$12,530.00	\$16.40	\$11,480.00	\$17.73	\$12,411.00
41.	700	S.Y.	2 Inch HMA Pavement 4LT 58-28S Surface (Wolf River Avenue)	\$11.40	\$7,980.00	\$12.90	\$9,030.00	\$11.50	\$8,050.00	\$12.44	\$8,708.00
42.	1	L.S.	4 Inch Topsoil, Seed and E-Mat (Est. at 1,500 S.Y.)	\$15,300.00	\$15,300.00	\$11,877.00	\$11,877.00	\$15,445.00	\$15,445.00	\$15,655.00	\$15,655.00
43.	8	Ea.	Final Sanitary Manhole Casting Adjustment with Chimney Seal	\$760.00	\$6,080.00	\$1,000.00	\$8,000.00	\$875.00	\$7,000.00	\$1,060.50	\$8,484.00
44.	3	Ea.	Final Storm Manhole Casting Adjustment	\$466.00	\$1,398.00	\$570.00	\$1,710.00	\$520.00	\$1,560.00	\$656.50	\$1,969.50
45.	2	Ea.	Final Inlet Casting Adjustment	\$466.00	\$932.00	\$570.00	\$1,140.00	\$775.00	\$1,550.00	\$808.00	\$1,616.00
46.	4	Ea.	Final Water Valve Box Adjustment	\$94.00	\$376.00	\$123.00	\$492.00	\$30.00	\$120.00	\$202.00	\$808.00
47.	1	Ea.	Detectable Warning Field	\$500.00	\$500.00	\$317.00	\$317.00	\$515.00	\$515.00	\$555.50	\$555.50
48.	600	L.F.	Silt Fence	\$2.55	\$1,530.00	\$2.60	\$1,560.00	\$3.00	\$1,800.00	\$4.04	\$2,424.00
49.	12	Ea.	Inlet Protection	\$100.00	\$1,200.00	\$121.00	\$1,452.00	\$78.00	\$936.00	\$202.00	\$2,424.00
<b>SUB-TOTAL (Items 34. through 49., Inclusive)</b>				<b>\$121,721.00</b>		<b>\$117,775.00</b>		<b>\$148,113.00</b>		<b>\$140,380.00</b>	
<b>TOTAL (Items 1. through 49., Inclusive)</b>				<b>\$540,540.00</b>		<b>\$558,465.60</b>		<b>\$635,860.00</b>		<b>\$662,710.30</b>	

# BID TABULATION

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**Engineer:** McMAHON ASSOCIATES, INC.  
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 4201 Champion Road  
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## ALTERNATE BID A | WOLF RIVER AVENUE WATER MAIN DIRECTIONALLY BORED

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	510	L.F.	8 Inch Certalok PVC Water Main Directionally Bored	\$90.30	\$46,053.00	\$110.00	\$56,100.00	\$106.00	\$54,060.00	\$116.25	\$59,287.50
A-2	70	L.F.	8 Inch PVC Water Main Excavated	\$187.00	\$13,090.00	\$150.00	\$10,500.00	\$145.00	\$10,150.00	\$138.53	\$9,697.10
A-3	70	L.F.	Water Main Special Backfill	\$24.00	\$1,680.00	\$31.00	\$2,170.00	\$17.00	\$1,190.00	\$32.32	\$2,262.40
A-4	20	L.F.	6 Inch Water Service	\$58.00	\$1,160.00	\$100.00	\$2,000.00	\$87.00	\$1,740.00	\$75.65	\$1,513.00
A-5	2	Ea.	8 Inch Valve	\$2,900.00	\$5,800.00	\$2,851.00	\$5,702.00	\$2,615.00	\$5,230.00	\$3,030.00	\$6,060.00
A-6	1	Ea.	6 Inch Valve	\$205.00	\$205.00	\$2,018.00	\$2,018.00	\$1,855.00	\$1,855.00	\$2,173.52	\$2,173.52
A-7	72	L.F.	1-1/2 Inch Water Service Bored	\$47.00	\$3,384.00	\$75.00	\$5,400.00	\$47.00	\$3,384.00	\$24.20	\$1,742.40
A-8	1	Ea.	1-1/2 Inch Water Service Set	\$388.00	\$388.00	\$516.00	\$516.00	\$915.00	\$915.00	\$1,969.50	\$1,969.50
A-9	350	S.F.	4 Inch Concrete Sidewalk	\$20.00	\$7,000.00	\$8.70	\$3,045.00	\$21.00	\$7,350.00	\$26.26	\$9,191.00
A-10	100	S.F.	6 Inch Concrete Sidewalk	\$25.00	\$2,500.00	\$9.80	\$980.00	\$26.00	\$2,600.00	\$31.56	\$3,156.00
<b>SUB-TOTAL (Items 24. through 33., Inclusive)</b>				<b>\$81,260.00</b>		<b>\$88,431.00</b>		<b>\$88,474.00</b>		<b>\$97,052.42</b>	

## ALTERNATE BID B | WOLF RIVER AVENUE WATER MAIN EXCAVATED

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B-1	580	L.F.	8 Inch PVC Water Main Excavated	\$69.50	\$40,310.00	\$90.00	\$52,200.00	\$85.00	\$49,300.00	\$91.73	\$53,203.40
B-2	50	L.F.	Water Main Special Backfill	\$24.00	\$1,200.00	\$25.00	\$1,250.00	\$16.00	\$800.00	\$32.32	\$1,616.00
B-3	28	L.F.	6 Inch Water Service	\$58.00	\$1,624.00	\$90.00	\$2,520.00	\$90.00	\$2,520.00	\$65.58	\$1,836.24
B-4	2	Ea.	8 Inch Valve	\$2,920.00	\$5,840.00	\$2,851.00	\$5,702.00	\$2,615.00	\$5,230.00	\$2,979.50	\$5,959.00
B-5	1	Ea.	6 Inch Valve	\$2,050.00	\$2,050.00	\$2,018.00	\$2,018.00	\$1,855.00	\$1,855.00	\$2,173.52	\$2,173.52
B-6	80	L.F.	1-1/2 Inch Water Service Bored	\$66.00	\$5,280.00	\$75.00	\$6,000.00	\$65.00	\$5,200.00	\$48.48	\$3,878.40
B-7	1	Ea.	1-1/2 Inch Water Service Set	\$388.00	\$388.00	\$516.00	\$516.00	\$915.00	\$915.00	\$1,767.50	\$1,767.50
B-8	350	S.F.	4 Inch Concrete Sidewalk	\$20.00	\$7,000.00	\$8.70	\$3,045.00	\$21.00	\$7,350.00	\$26.26	\$9,191.00
B-9	100	S.F.	6 Inch Concrete Sidewalk	\$25.00	\$2,500.00	\$9.80	\$980.00	\$26.00	\$2,600.00	\$31.56	\$3,156.00
B-10	1	L.S.	Water Main Trench Compaction/Certification	\$500.00	\$500.00	\$1,056.00	\$1,056.00	\$255.00	\$255.00	\$2,525.00	\$2,525.00
B-11	750	S.Y.	4 Inch Topsoil, Seed and E-Mat	\$10.00	\$7,500.00	\$7.90	\$5,925.00	\$8.00	\$6,000.00	\$12.12	\$9,090.00
<b>SUB-TOTAL (Items 34. through 49., Inclusive)</b>				<b>\$74,192.00</b>		<b>\$81,212.00</b>		<b>\$82,025.00</b>		<b>\$94,396.06</b>	

Bid Security	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond
Addendum Acknowledgement	Yes - #1	Yes - #1	Yes - #1	Yes - #1

**Subcontractor**  
 Asphalt - Northeast Asphalt  
 Directional Drilling - M&E  
 TV/Cleaning - Speedy Clean  
 Compaction - ECS  
 Concrete - Sommers Construction

**Subcontractor**  
 Asphalt - Northeast Asphalt  
 Directional Drilling - M&E

**Subcontractor**  
 Concrete - Sommers  
 Traffic - Gordon

**Subcontractor**  
 Boring - M&E

Meeting Minutes  
Finance & Personnel Committee  
Wednesday, April 5, 2023 at 5:15 p.m. - Council Chambers

Members present: Dorsey (Chair), Faucher (Vice Chair), Barrington, Roberts and Besaw.

Also present: Mayor Mark Herter (via zoom, then in person at 5:29) Ald. John Hass, Ald. BaLynda Croy, and Ald. Bernie Ritchie (9 voting)

City Administrator Chad Hoerth, Finance Director Judy Radke, Human Resource and Payroll Coordinator Jill Maus (out 5:27) , City Clerk Nicole Lemke (out at 5:47) and Jeff Handschke with NL Area First Responders (out at 6:01)

1. The meeting was called to order by Chairman Dave Dorsey at 5:15pm. Motion made by Barrington and seconded by Roberts to approve the agenda. *Carried 9-0.*
2. Human Resource and Payroll Coordinator Jill Maus presented the updated Drug and Alcohol Policy. In conjunction with the City's Insurance carrier, CVMIC, for guidance, the City has separated the Alcohol Misuse and Anti-Drug policy into two separate policies, one for DOT employees and one for the non DOT employees. The purpose of this change is to allow the City to move forward with the Drug and Alcohol Clearinghouse where records are maintained regarding drug/alcohol testing results for the DOT regulated employees. A motion was made by Barrington and seconded by Besaw to recommend to council approval of the DOT and non DOT Alcohol/Anti-Drug Policies. *Carried 9-0.*
3. City Clerk Nicole Ryerson updated the committee on the liquor licensing law and ordinance on License quotas. The purpose of the amendment on the "Class B" License quotas is to allow for a Reserve "Class B" liquor License(s) as the City has had an increase in population of 500 person as determined by the Department of Administration. A motion was made by Besaw and seconded by Roberts to recommend to council approval of the "Class B" Ordinance on License Quotas. *Carried 9-0.* It was also recommended by alderman Roberts that the ability for gas stations to obtain a "Class A" liquor license be discussed and the City research what process or verbiage would need to be updated for that change and the information be presented at the May 3<sup>rd</sup> finance meeting.
4. Jeff Handschke from the New London First Responders presented the New London Area First Responder group financial information and a history on the formation of the group. Administrator Hoerth and Mr. Handschke will attempt to get a hold of the head of the area jurisdictions that the group serves to come up with an idea of how each group could assist with the needs of the First Responder Group. That information will be compiled and presented at a future finance committee meeting.
5. Administrator Hoerth brought forth the Downtown Parking Lot Purchase along with the Lease Agreement with First State Bank. After discussion by Alderman Ritchie who questioned the purchase price of the property and Alderman Roberts about the

ability to do the improvements for utilization of that parking space during the construction period in 2024, a motion was made by Roberts and seconded by Faucher to recommend to council approval of the Downton Parking Lot Offer to Purchase. *Carried 8-1. Ritchie against*

6. A motion was made by Roberts and seconded by Faucher to recommend to council approval of the Lease agreement with First State Bank. *Carried 9-0.*
7. Administrator Hoerth highlighted the Swiderski development's assessed value and pay go incentive from the TID district increment. A motion was made by Besaw and seconded by Roberts to recommend to council approval of the Swiderski Developers Agreement. *Carried 8 -1. Roberts against*
8. Finance Director Radke reviewed the Monthly Finance Reports.
9. Finance Directors Report was discussed.
10. CLOSED SESSION  
At 6:40 PM Barrington/Besaw to move to closed session per the following statutory exemption: 19.85. (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. City Administrator Hoerth and Finance Director Radke were requested to attend. *Carried 9 -0.*  
*A motion was made and rescinded in closed session Besaw/Faucher (out at 6:53)*
11. Besaw/ Barrington to reconvene to open session. *Carried 9-0.*
12. A motion was made by Besaw and Seconded by Faucher to recommend to council a limited transitional position be approved in the finance department through January 31, 2024. *Carried 9-0.*
13. There being no further business, a motion was made by Roberts and seconded by Barrington to adjourn at 6:58 p.m.
14. The next regularly Scheduled finance committee meeting will be held in the Council Chambers on May 5th at 5:15 p.m. Thank you.

Respectfully Submitted,  
Judy M Radke, Finance Director

**APPLICATION FOR LICENSE  
MARCH 2023**

**BARTENDER'S LICENSE:**

MELISSA CORNELIUS	FAMILY DOLLAR
TIFFANY BURNS	FAMILY DOLLAR
RANDAL SHAPAKER	FAMILY DOLLAR
JAMAKA PECK	FAMILY DOLLAR
ASHLEIGH PULS	FAMILY DOLLAR
KATHLEEN RITCHIE	C & R WATERFRONT
KEVIN HEISE	THE MOB BEAR CREEK
KAREN HEISE	THE MOB BEAR CREEK

**SOLICITOR'S LICENSE:**

SOMPORN OR MICHAEL EHANEY	TASTY THAI FOOD TRUCK
JEANNETTE LUCIANO BLANCHETTE	TAQUERIA LUCIANO'S FOOD CART
PHYLLIS PETERSON	SUGAR MAGS RECYCLED JEWELRY
SYDNEE REED	SELF
SHAWN PETERS	SELF
RENAE HOOPER	SELF
MORGAN SMITH	SELF

**TEMPORARY CLASS "B" LICENSES:**

NEW LONDON YOUTH BASEBALL	MAY 5-7, 2023 AT PFEIFER & MEMORIAL PARKS MAY 20 & 21, 2023 AT PFEIFER PARK JUNE 9-11, 2023 AT PFEIFER & MEMORIAL PARKS JUNE 16-18 AT PFEIFER & MEMORIAL PARKS
NEW LONDON YOUTH BASEBALL	JULY 18-30, 2023 AT PFEIFER PARK
THE MOB BEAR CREEK, MAYFEST	MAY 12-14, 2023 AT MEMORIAL PARK





## NON-DOT-REGULATED EMPLOYEE ALCOHOL MISUSE PREVENTION AND ANTI-DRUG POLICY

<b>Issue Date:</b> 4/11/2023	<b>Revision(s):</b>	<b>Pages:</b> 6
<b>Policy Source:</b> Cities and Villages Mutual Insurance Company		

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### I. PURPOSE

In compliance with the Drug-Free Workplace Act of 1988, [the City of New London](#) has a longstanding commitment to provide a safe, quality-oriented and productive work environment consistent with the standards of the community in which the City operates.

### II. POLICY COVERAGE

This policy applies to all full-time, part-time, seasonal, and limited-term employees. ~~This policy also applies to employees who perform "safety sensitive functions" in association with the operation of a commercial motor vehicle in situations where the employee is not governed by the DOT Drug and Alcohol Use Policy.~~

### III. POLICY –

Alcohol and drug abuse poses a threat to the health and safety of [City of New London](#) employees —and to the security of the [City's](#) equipment and facilities. For these reasons, [the City](#)-is committed to the elimination of drug and alcohol use and abuse in the —workplace. Employee involvement with alcohol and other drugs can be very disruptive, adversely -affect the quality of work and performance of employees, pose serious health risks to users and —others, and have a negative impact on productivity and morale. The City has established a —drug-free workplace program that balances the respect for individuals with the need to maintain a —drug and alcohol free environment.

#### A. Prohibited Conduct for all City Employees

1. As required by the Drug Free Workplace Act, all City employees are strictly prohibited from using, possessing, manufacturing, distributing, or dispensing controlled substances while on City property, or operating City equipment or vehicles.
2. City employees are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance.
3. City managers-/-supervisors are prohibited from deliberately misusing this policy in regard to subordinates, as well as providing false information in connection with a test, or falsifying test results through tampering, contamination, adulteration or substitution.

#### B. Report of Criminal Conviction

Criminal convictions for manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace must be reported **in writing** to the [Human Resources <<City/Village Department>>](#) no later than 5 calendar days after such conviction. Appropriate action, which may consist of discipline up to and including termination, will be taken within 30 days of notification. Federal contracting agencies will be notified when appropriate.

## C. Drug and Alcohol Tests

### 1. Pre-Employment

~~The City of New London does not conduct pre-employment drug and alcohol tests for non-DOT regulated positions. After a conditional offer of employment has been made, the applicant is required to take a pre-employment drug test. The applicant must report for testing within 48 hours of being notified. The applicant shall not be allowed to assume the position until such time the <<City/Village Name>> has received a verified negative drug test result. An offer of employment will be withdrawn if the employee fails to report for testing within 48 hours unless the failure is due to circumstances beyond his/her control (such as a vehicular accident) or the applicant's test result is anything but negative.~~

### 2. Reasonable Suspicion

An employee is required to submit to an alcohol or controlled substance test upon a supervisor's reasonable suspicion to believe that the employee is in violation of this policy. The determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.

#### a. Reasonable Suspicion Testing Procedure

1. Upon the employee's removal from the job site, the supervisor should contact the <<HR Department>>. If contact cannot be made at that time, the supervisor should proceed to the next step of this procedure and make contact with the <<HR Department>> as soon thereafter as possible.
2. The supervisor is to then take the employee to the collection site for drug and/or alcohol testing, and must remain at the site until the test is completed.
3. If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor makes the reasonable suspicion determination, the supervisor should, if feasible, complete a report explaining the reason for the delay in conducting the test. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor should, if feasible, complete a report explaining the reasons why the test was not conducted.
4. Once the drug and/or alcohol test has been completed the supervisor is to make arrangements for the employee to be taken home. The employee will not be permitted to drive their own car home at that time. The employee may have a family member or a friend pick them up or the supervisor may take the employee home.
5. The employee is to be advised not to report to work. The City will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
6. The results of the drug and/or alcohol test will be sent directly to the <<HR Department>>. When the results are obtained, the employee's supervisor(s) will meet with the <<HR Department>> and City Administrator to determine the appropriate course of action to be taken.
7. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or termination with anyone who does not need to know.

8. Once the test has been completed and the employee has been taken home, the supervisor must submit a written report to the <<HR Department>> outlining in detail what happened and what behavior was observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within 24 hours of testing.

**3. Return-to-Duty/Follow-Up Testing**

An employee is required to undergo an alcohol and/or drug test prior to returning to duty, following a violation of this policy and evaluation by a substance abuse professional (SAP). The results of the test must indicate an alcohol concentration of less than 0.02 and/or a negative result for drug use. The City is responsible for deciding whether the employee is returned to duty.

Following successful compliance with a recommendation for education and/or treatment, the employee must submit to the follow-up testing plan established by the SAP, which shall be provided to the City. The City must carry out the SAP's follow up testing requirements and must ensure that the tests are unannounced with no pattern to their timing and that the employee is given no advance notice.

**4. Test Refusal**

The following behavior constitutes a test refusal for drugs and alcohol:

- a. Failure to appear for the test in the time frame specified by the City, with the exception of pre-employment.
- b. Failure to remain at the testing site until the testing process is completed.
- c. Failure to provide a urine specimen, saliva or breath specimen, as applicable.
- d. Failure to provide a sufficient volume of urine or breath without a valid medical explanation for the failure.
- e. Failure to undergo a medical examination as part of the verification process.
- f. Failure to cooperate with any part of the testing process.
- g. Failure to permit the observation or monitoring of specimen donation when so required.
- h. Failure to take a second test required by the City or collector.
- i. A drug test result that is verified by the [Medical Review Officer \(MRO\)](#) as adulterated or substituted (applicable to drug test only).

**5. Results of a Positive Alcohol or Drug Test**

Any employee who tests positive for drugs or for alcohol concentration of 0.02 or higher is subject to discipline, up to and including discharge.

**6. Controlled Substances, Over-the-Counter, and Prescription Medications**

**a. Non-Safety Sensitive Positions**

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of ~~his/her~~ their job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (i.e. call in sick, use

leave, request change of duty, change medications, notify supervisor, ~~notify City/Village Occupational Health Clinic~~ to avoid unsafe workplace practices.

**b. Safety-Sensitive Positions**

Before performing any work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug, or any non-prescription (over-the-counter) drug especially if it contains any measurable amount of alcohol or if it carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication, or if the medication impairs the employee's ability to perform their job. It is the responsibility of the employee to inform their physician of the type of duties that they perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of their duties or operation of City vehicle and other equipment. However, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol will be removed from their position, and subject to the provisions of this policy, even though the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol.

The appropriate use of Rx and OTC is not prohibited. A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal controlled substances while performing City business is prohibited.

It is the responsibility of any employee to remove themselves from service if they are experiencing any adverse effects from medication or the use of a medication that could compromise the safety of the employee, fellow employees or the public. It is the employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor, notify City Occupational Health Clinic) to avoid unsafe workplace practices.

The City may require an employee to provide documentation from a medical professional verifying the use of a prescription or a legal non-prescription controlled substance will not impair their ability to safely and effectively perform their job. A physician must specifically advise the employee that the substances in a prescription will not adversely affect the employee's ability to safely perform their job.

Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks, or prohibited from working if they are determined to be unable to perform their jobs safely and properly while taking the prescription.

**c. Medical Review Officer (MRO)**

The MRO serves as an independent, impartial gatekeeper regarding the accuracy and integrity of drug testing. As a safeguard to quality and accuracy, the MRO reviews each test for accuracy.

When the laboratory reports a confirmed positive, adulterated, substituted, or invalid drug test from the laboratory, test results are reviewed and interpreted by the MRO before they are reported to the City. The MRO conducts a verification process with the employee during which time they will obtain information to determine if there's an alternative medical explanation for the test result.

If the MRO determines that a legitimate medical explanation exists, the drug test result may be reported as negative to the City. Even if there is a legitimate medical explanation and verifies a negative test, the MRO has a responsibility to raise fitness-for-duty considerations with the City. When no legitimate medical reason is established, the MRO may verify a test result as a positive or refusal to test, as applicable.

**7. Confidentiality of Records**

The City of New London respects the confidentiality and privacy rights of all employees. Accordingly, the results of any test administered under this policy and the identity of any employee participating in the City's EAP or other assessment or treatment program will not be revealed by the City to anyone except as required by law. The City will release any employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the City will ensure that any lab, agency or Medical Review Officer (MRO) used to conduct testing under this policy will maintain the confidentiality of employee test records.

The Medical Review Officer (MRO) will not reveal individual test results to anyone except the individual tested, unless the MRO has been presented with a written authorization from the tested employee. The City may be requested by the MRO to have a tested employee contact the MRO if the employee was unable to be reached after a minimum of three (3) attempts over a 24 hour period. The MRO will disclose information related to a verified positive drug or alcohol test of an individual to the Human Resources Department—~~\_\_\_\_\_ [designated contact in the City/Village]~~. The City may disclose information to the employee or to the decision maker in a lawsuit, grievance or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders and subpoenas; or upon the tested employee's written authorization and consent.

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a locked cabinet and access will only be allowed to those City employees who have a legitimate need to review the records of a particular employee.

**D. Prevention and Rehabilitation**

The goals of this policy are prevention and rehabilitation whenever possible, rather than discipline or termination. The City encourages employees who have an alcohol or other drug problem to seek help to deal with their problem.

Help is available through the City's Employee Assistance Program (EAP). For more details on this program, contact ThedaCare Employee Assistance Program at 800-236-3666.

**EMPLOYEE ACKNOWLEDGMENT FORM**

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Detach and return this page to the <<Human Resources Department>> after you have read and understood this policy.

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I acknowledge that I have received and read the <<City of New London's/Village Name>> NON-DOT REGULATED ALCOHOL MISUSE PREVENTION AND ANTI-DRUG Drug and Alcohol-Free Workplace Policy contained therein on the dated indicated below.

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I acknowledge that I have been afforded the opportunity to ask questions regarding this policy.

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Signed \_\_\_\_\_

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Date \_\_\_\_\_



## DOT-REGULATED EMPLOYEE ALCOHOL MISUSE PREVENTION AND ANTI-DRUG MODEL POLICY

<b>Issue Date:</b> April 11, 2023	<b>Revision(s):</b>	<b>Pages:</b> 14
<b>Policy Source:</b> Cities and Villages Mutual Insurance Company 49 CFR Part 382 & Part 40		

### I. PURPOSE

The Federal Motor Carrier Safety Administration (FMCSA) has issued federal regulations (49 CFR Parts 40 and 382) implementing the provisions of the federal Omnibus Transportation Employee Testing Act of 1991 which requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license (CDL). These regulations include detailed procedures for urine drug testing and breath alcohol testing of employees involved in safety-sensitive functions. The purpose of this policy is to establish an alcohol and controlled substances testing program to help prevent accidents, injuries, and property damage resulting from the misuse of alcohol and the use of controlled substances by drivers of commercial motor vehicles. Consequently, The City of New London has established the following alcohol misuse prevention program and anti-drug program as well as subsequent enforcement of violations for its employees conducting safety-sensitive functions.

#### Program Contact

For additional information or questions, please refer to the Designated Employee Representative (DER); <<Human Resources Director/Coordinator, City Hall, (920) 250-5604555-5555>>.

### II. POLICY

The City recognizes that the use and/or abuse of alcohol or controlled substances by drivers of our commercial motor vehicles present a serious threat to the safety and health of the driver and the general public. It is the policy of the City that its drivers should be free of drugs and alcohol at all times while performing any work for the organization, or while on any City property. In order to further the goal of obtaining a drug-free and alcohol-free environment, and to be in full compliance with the DOT-regulated testing requirements of 49 CFR Parts 40 and 382, the City has implemented a drug and alcohol testing program which is designed to help reduce and prevent vehicle accidents and injuries to the organization's employees and the public, to discourage substance use and alcohol abuse, and to reduce absenteeism, accidents, health care costs, and other drug and alcohol-related problems.

### III. DEFINITIONS

For the purposes of this policy, the following definitions will apply:

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol.

**Alcohol Use** means the consumption of any beverage, mixture or preparation, including medications, containing alcohol.

**Breath Alcohol Technician (BAT)** means an individual certified as trained to operate an Evidential Breath Testing Device (EBT) and proficient in breath testing procedures.

**Canceled Test** means, in controlled substance testing, that a test that has been declared invalid by the MRO. A canceled test is neither positive nor negative.

**Collection Site** means a place where individuals present themselves for the purpose of providing body

fluids or tissue samples to be analyzed for controlled substances, or to provide a breath sample to be analyzed for alcohol concentration.

**Commercial Motor Vehicle (CMV)** means a motor vehicle or combination of motor vehicles used in commerce to transport property or passengers if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of the towed unit with a gross vehicle weight of 10,000 pounds; or
2. Has a gross vehicle weight of 26,001 more pounds, or
3. Is designed to transport 16 or more passengers inclusive of the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purpose of the Hazardous Materials Transportation Act and which require the vehicle to display a placard.

**Controlled Substance** under DOT rule means marijuana, cocaine, opioids, amphetamines, and phencyclidine (PCP) or other substances later defined by DOT as controlled substances.

**Designated Employer Representative (DER)** is an individual identified by the employer as able to receive communications and test results from service agents and is authorized to immediately remove employees from safety-sensitive functions and make decisions in the testing and evaluation processes. The DER must be an employee of the City.

**Evidential Breath Testing Device (EBT)** is a device designed to measure alcohol concentration from breath samples which has been approved by the National Highway Traffic Safety Administration.

**Laboratory** means a laboratory for conducting drug testing that is approved by the Department of Health and Human Services.

**Medical Review Officer (MRO)** means a licensed doctor of medicine or osteopathy with the knowledge of drug abuse disorders that is retained by the organization to conduct and analyze drug tests in accordance with DOT rules.

**Safety-Sensitive Function** means the following on duty functions:

1. All time waiting to be dispatched;
2. All time inspecting, servicing or conditioning any commercial motor vehicle;
3. All driving time, i.e. all time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle;
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

**Performing (a safety-sensitive function)** means a driver is considered to be performing a safety-sensitive function during any period in which they are actually performing, ready to perform, or immediately available to perform a safety-sensitive function.

**Substance Abuse Professional (SAP)** is a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

#### IV. POLICY COVERAGE

This policy applies to every employee ("driver") who performs "safety sensitive functions" in association with the operation of a commercial motor vehicle in commerce in any state, and is subject to the commercial driver's license requirements of part 383 of this subchapter.



Drivers are also governed by the City's Non-DOT Drug and Alcohol Use Policy. ~~In addition, transit (bus) drivers may be subject to drug and alcohol testing requirements as outlined in 49 CFR Part 655 and their department specific policy.~~

#### **Condition of Employment**

All drivers subject to this policy are required to submit to DOT drug and alcohol testing and therefore, it is a condition of employment.

#### **V. PROHIBITED CONDUCT**

Federal Regulations prohibit the City of New London's drivers from engaging in the following conduct:

1. Using or possessing alcohol while on duty. **Note:** Federal regulations include medications containing alcohol in the substances banned from use or possession in the workplace. Therefore, drivers should not report for duty while using or possessing medication if such medication contains any measurable amount of alcohol;
2. Using alcohol within eight (8) hours following an accident, unless the employee has already undergone DOT-regulated post-accident drug and alcohol testing or is not required to undergo post-accident drug or alcohol testing;
3. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater;
4. Consuming any amount of alcohol within four (4) hours before reporting for duty;
5. Using controlled substances while on duty, unless the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle;
6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances or has adulterated or substituted a specimen for controlled substances; or
7. Refusing to submit to any alcohol or drug testing required by this policy.

#### **Refusal to Test**

Refusal to test, in addition to #7 Above, includes:

- Failing to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, after being directed to do so. This includes the failure of an employee to appear for a test when called.
- Failing to remain at the testing site until the testing process is complete (except in a pre-employment testing situation when an applicant leaves the testing site before the testing process commences);
- Failing to provide a urine specimen for any drug test;
- Failing to provide an adequate amount of saliva or breath for any alcohol test;
- Failing to permit a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient amount of urine for the drug test or sufficient breath specimen when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failing or declines to take an additional drug test the employer or collector has directed the driver to take;
- Failing to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the employer associated with a shy bladder or insufficient breath sample. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test;
- Failing to sign the certification at Step 2 of the alcohol testing form;
- Failing to cooperate with any part of the drug and/or alcohol testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
- For an observed collection, failing to follow the observer's instructions to raise your clothing

above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;

- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the organization, collector or MRO that they have adulterated or substituted the specimen;
- Providing a specimen that the MRO has determined to have been tampered with, verified adulterated or substituted;
- Failing to comply with any follow-up testing plan/criteria.

## **VI. CONSEQUENCES**

### **Removal from Position**

1. Any driver who engages in prohibited conduct, or otherwise violates the DOT/FMCSA regulations will immediately be removed from their covered position, including the operation of a commercial motor vehicle and the performance of any safety sensitive duties.
2. The driver shall not return to or assume any DOT covered position with this organization until and unless they complete the Substance Abuse Professional evaluation, referral, and education/ treatment process detailed in Subpart O of 49 CFR Part 40.
3. A driver with an alcohol test result equal to or greater than 0.020 but less than 0.040, will immediately be removed from their position for a mandatory period of twenty-four (24) hours. When a reasonable suspicion drug and/or alcohol test cannot be administered and the employee's behavior or appearance suggests alcohol misuse or use of a controlled substance, they will immediately be removed from their position for a mandatory period of twenty-four (24) hours.

### **Disciplinary Action**

In addition to above, any employee who violates any of the rules set forth in this policy is subject to discipline, up to and including termination.

## **VII. EFFECTS, SIGNS & SYMPTOMS**

### **Intervention**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. If substance abuse is contributing to an employee's poor performance, ignoring or avoiding it will not help the situation. An employee's use or misuse of alcohol or controlled substances may be the root of the performance problem; however, substance abuse on the part of someone close to the employee also could be the source. Inevitably, the abuse of alcohol or other controlled substances leads to costly and potentially dangerous consequences unless action is taken to confront the issue.

### **Impact on Health, Work, & Personal Life**

The impact of an individual's substance use and/or abuse extends beyond them. Impaired employees endanger themselves, fellow workers, and the general traveling public. Employees with alcohol are less productive and more likely to injure themselves or other persons in an accident. Alcohol abusing employees increase the costs related to lost productivity, absenteeism, loss of trained personnel, theft, and treatment and deterrence programs.

The struggle for answers about alcohol and drug problems can be difficult. Without expert assessment and diagnosis, it can entail an exhausting search without easy resolution. But confidential diagnosis and assistance can be helpful at any point along the continuum, and it is better to seek and get such help sooner rather than later.

## VIII. REQUIRED TESTS

Refusal to submit to a required test will result in removal of that driver from his or her assignment(s) which, in turn, may result in discipline up to and including termination. The City of New London will test drivers in the following situations:

### 1. Pre-Employment Testing

Any individual not currently employed by the City who is applying for a safety-sensitive position shall be required to undergo pre-employment controlled substance testing after a conditional offer of employment has been extended.

Prior to the first time an existing employee performs safety-sensitive functions for the organization (i.e. new position, promotion, job transfer, etc.); the employee shall be required to undergo testing for controlled substances. A positive result will result in a disqualification from further consideration for the vacancy or eligibility list. Any applicant or existing employee who refuses to undergo such alcohol or drug testing will be disqualified from further consideration for employment in that safety-sensitive position.

Per §382.701 and effective January 6, 2020, the City will obtain driver consent and subsequently conduct a pre-employment full query of the Drug and Alcohol Clearinghouse to obtain information about whether the driver has a verified positive, adulterated, or substituted controlled substances test result; **has an alcohol confirmation test with a concentration of 0.04 or higher**; has refused to submit to a test in violation of §382.211; or that an employer has reported actual knowledge, as defined at §382.107, that the driver used alcohol on duty in violation of §382.205, used alcohol before duty in violation of §382.207, used alcohol following an accident in violation of §382.209, or used a controlled substance, in violation of §382.213.

The City will not allow a driver to perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of §382.211; or that an employer has reported actual knowledge, as defined at §382.107, that the driver used alcohol on duty in violation of §382.205, used alcohol before duty in violation of §382.207, used alcohol following an accident in violation of §382.209, or used a controlled substance in violation of §382.213, except where a query of the Clearinghouse demonstrates:

1. That the driver has successfully completed the SAP evaluation, referral, and education/treatment process set forth in part 40, subpart O, achieves a negative return-to-duty test result; and completes the follow-up testing plan prescribed by the SAP.
2. That, if the driver has not completed all follow-up tests as prescribed by the SAP in accordance with §40.307 and specified in the SAP report required by §40.311, the driver has completed the SAP evaluation, referral, and education/treatment process set forth in part 40, subpart O, and achieves a negative return-to-duty test result, and the City assumes the responsibility for managing the follow-up testing process associated with the testing violation.

### 2. Post-Accident Testing

As soon as practicable following an accident involving a commercial motor vehicle, the City shall test the driver for alcohol and controlled substances in the following situations:

- a. The accident involves a human fatality, each surviving driver is subject to testing whether they were at fault or not;
- b. The driver has received a citation and the accident involved bodily injury requiring immediate medical attention from the accident scene; and/or
- c. The driver has received a citation and the accident involved disabling damage causing vehicle or vehicles to be towed from the scene of the accident.

### Testing Timeframes

The alcohol breath test should be administered within 2 hours, but must be administered no later than

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8 hours following the accident, and the drug test must be administered within 32 hours of the accident. If the alcohol test is not administered within 2 hours of the accident, or a drug test within 32 hours of the accident, the supervisor will complete a report explaining the reasons for the delay in conducting the test.

#### **Driver Obligations**

A driver who is subject to post-accident testing shall remain readily available and may not take any action to interfere with the testing or the results of the testing.

The driver shall notify his/her/their immediate supervisor as soon as possible if they are involved in an accident. After the initial call to the employer, the driver is required to remain in contact with their supervisor with any subsequent information pertinent to the accident, including contact by any law enforcement agency, issuance of a citation, etc.

The driver shall allow law enforcement to conduct their investigation. It is possible for a federal, state, or local law enforcement official to direct an employee, who is in the course of conducting City business, to submit to drug and/or alcohol testing. In this case, the employee shall provide the results of that testing to the employer as soon as they become available. These results may be used in lieu of or in addition to post-accident testing outlined in this section.

#### **3. Random Testing**

Drivers are subject to unannounced DOT/FMCSA random drug and alcohol testing. Testing percentages are established annually by the FMCSA. The random selection process ensures that each driver has an equal chance of being selected and tested. Some drivers may be tested more than once each year; some may not be tested at all depending on the random selection. However, once a driver has been notified of his/her selection for testing, they must immediately report for testing. Failure to show for a test within a reasonable time from the time of notification or interfering with the testing process is considered a refusal to test.

#### **4. Reasonable Suspicion Testing**

An employee is required to submit to an alcohol or controlled substance test upon a trained (*in accordance with this policy and Section 382.603 requirements*) supervisor's reasonable suspicion to believe that the employee is in violation of this policy. The determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee.

Under DOT regulations, alcohol testing is only authorized if observations are made during, just preceding or just after the period of the work day that the employee is required to be in compliance (during, just before or after the employee has performed safety-sensitive functions). However, City policy requires that reasonable suspicion alcohol testing shall be performed at any time during an employee's work day.

Under DOT regulations, the employee will not be permitted to perform safety sensitive functions until: (1) an alcohol test is administered and the alcohol concentration measures less than 0.02; or (2) 24 hours have elapsed following the determination that there was reasonable suspicion to test the employee. However, City policy requires that an employee will not be returned to work until confirmed test results are obtained.

If an alcohol test is not administered within two (2) hours following the reasonable suspicion determination, the supervisor must prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the reasonable suspicion determination, the supervisor must cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test. In addition, the driver will be out of service for 24 hours.

The supervisor who made the observations shall provide a report that contains the observations

leading to an alcohol or controlled substances reasonable suspicion test within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

1. Upon the employee's removal from the job site, the supervisor should contact the Human Resources Department. If contact cannot be made at that time, the supervisor should proceed to the next step of this procedure and make contact with the Human Resources Department as soon thereafter as possible.
2. The supervisor is to then take the employee to the collection site for drug and/or alcohol testing, and must remain at the site until the test is completed.
3. If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor makes the reasonable suspicion determination, the supervisor will complete a report explaining the reason for the delay in conducting the test. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor will complete a report explaining the reasons why the test was not conducted.
4. Once the drug and/or alcohol test has been completed the supervisor is to make arrangements for the employee to be taken home. The employee will not be permitted to drive their own car home at that time. The employee may have a family member or a friend pick them up or the supervisor may take the employee home.
5. The employee is to be advised not to report to work. The City will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
6. The results of the drug and/or alcohol test will be sent directly to the Human Resources Department. When the results are obtained, the employee's supervisor and department head will meet with the HR Department and City Administrator to determine the appropriate course of action to be taken.
7. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or termination with anyone who does not need to know.
8. Once the test has been completed and the employee has been taken home, the supervisor must submit a written report to the HR Department outlining in detail what happened and what behavior was observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within 24 hours of testing.

#### **5. Return-to-Duty/Follow-up Testing**

The requirements for return-to-duty testing must be performed in compliance with the Substance Abuse Professional process detailed in Subpart O of 49 CFR Part 40. In summary, the driver shall not return to a driver position with the City unless and until they complete all requirements of Subpart O. Once those requirements have been met, the driver must complete and receive negative test results associated with return-to-duty testing. The alcohol test must be .000.

The requirements for follow up testing must be performed in compliance with the Substance Abuse Professional process detailed in Subpart O of 49 CFR Part 40. In summary, once the driver returns to their position, they will be subject to a follow up testing plan as prescribed by the Substance Abuse Professional. Follow up testing includes, but is not limited to, a minimum of six unannounced follow up tests in the first twelve months of returning to their position. Additional testing may occur for up to forty-eight months following the initial first twelve-month period.

#### **IX. DRUG AND ALCOHOL CLEARINGHOUSE QUERIES**

In addition to the required pre-employment Clearinghouse full query, and effective January 6, 2020, the City will also conduct a query of the Clearinghouse at least once per year for information for all employees subject to controlled substance and alcohol testing as defined in 49 CFR Part 382 to determine whether information exists in the Clearinghouse about those employees.

To conduct the annual query referenced above, the City will obtain the individual driver's consent and

may conduct a "limited" query to satisfy the annual query requirement. The limited query will tell the City whether there is information about the individual driver in the Clearinghouse but will not release that information to the City. The individual driver may give consent to conduct limited queries that is effective for more than one year.

If the limited query shows that information exists in the Clearinghouse about the individual driver, the City must conduct a full query, within 24 hours of conducting the limited query. If the City fails to conduct a full query within 24 hours, the City must not allow the driver to continue to perform any safety-sensitive function until the City conducts the full query and the results confirm that the driver's Clearinghouse record contains no prohibitions as defined §382.701 (d).

#### **X. REPORTING TO THE CLEARINGHOUSE**

The City of New London must report the following information about a driver to the Clearinghouse by the close of the third business day following the date on which they obtained that information:

- (i) An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- (ii) A negative return-to-duty test result;
- (iii) A refusal to take an alcohol test pursuant to 49 CFR 40.261;
- (iv) A refusal to test determination made in accordance with 49 CFR 40.191(a)(1) through (4), (a)(6), (a)(8) through (11), or (d)(1), but in the case of a refusal to test under (a)(11), the employer may report only those admissions made to the specimen collector; and
- (v) A report that the driver has successfully completed all follow-up tests as prescribed in the SAP report in accordance with §§40.307, 40.309, and 40.311 of the drug and alcohol regulations.

#### **The information required to be reported ~~under section~~ must include, as applicable:**

- (i) Reason for the test;
- (ii) Driver's name, date of birth, and CDL number and State of issuance;
- (iii) Employer name, address, and USDOT number;
- (iv) Date of the test;
- (v) Date the result was reported; and
- (vi) Test result. The test result must be one of the following:
  - (A) Negative (only required for return-to-duty tests administered in accordance with §382.309);
  - (B) Positive; or
  - (C) Refusal to take a test.

#### **For each report of a violation of 49 CFR 40.261(a)(1) [refusal to test for alcohol] or 40.191(a)(1) [refusal to test for controlled substances], the employer must report the following information:**

- (i) Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the driver was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
- (ii) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
- (iii) Documentation, including, but not limited to, electronic mail or other correspondence, or an

affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as a driver pursuant to §382.705 (b)(6) of this section when the reported refusal occurred (if applicable); and

(iv) Documentation, including a certificate of service or other evidence, showing that the employer provided the employee with all documentation reported under §382.705 (b)(3).

**Employers must report the following violations by the close of the third business day following the date on which the employer obtains actual knowledge, as defined at §382.107, of:**

- (i) On-duty alcohol use pursuant to §382.205;
- (ii) Pre-duty alcohol use pursuant to §382.207;
- (iii) Alcohol use following an accident pursuant to §382.209; and
- (iv) Controlled substance use pursuant to §382.213.

**For each violation in which the employer obtains actual knowledge, as defined at §382.107, the employer must report the following information:**

- (i) Driver's name, date of birth, CDL number and State of issuance;
- (ii) Employer name, address, and USDOT number, if applicable;
- (iii) Date the employer obtained actual knowledge of the violation;
- (iv) Witnesses to the violation, if any, including contact information;
- (v) Description of the violation;
- (vi) Evidence supporting each fact alleged in the description of the violation required under paragraph §382.705 (b)(4) of this section, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to §382.121), correspondence, or other documentation; and
- (vii) A certificate of service or other evidence showing that the employer provided the employee with all information reported under paragraph §382.705 (b)(4) of this section.

**Reporting Entities and Circumstances**

<b>Reporting entity</b>	<b>When information will be reported to clearinghouse</b>
Prospective/Current Employer of CDL Driver	—An alcohol confirmation test with a concentration of 0.04 or higher. —Refusal to test (alcohol) as specified in 49 CFR 40.261.
	—Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	—Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance.
	—Negative return-to-duty test results (drug and alcohol testing, as applicable)
	—Completion of follow-up testing.

Service Agent acting on behalf of Current Employer of CDL Driver	<ul style="list-style-type: none"> <li>—An alcohol confirmation test with a concentration of 0.04 or higher.</li> <li>—Refusal to test (alcohol) as specified in 49 CFR 40.261.</li> </ul>
	—Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	—Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance.
	—Negative return-to-duty test results (drug and alcohol testing, as applicable)
	—Completion of follow-up testing.
MRO	—Verified positive, adulterated, or substituted drug test result.
	—Refusal to test (drug) requiring a determination by the MRO as specified in 49 CFR 40.191.
SAP	—Identification of driver and date the initial assessment was initiated.
	—Successful completion of treatment and/or education and the determination of eligibility for return-to-duty testing.

#### XI. DRIVER CONSENT AND ACCESS TO THE CLEARINGHOUSE

The City of New London cannot query the Clearinghouse to determine whether a record exists for any particular driver without first obtaining driver consent. The City must retain the consent for 3 years from the date of the last query. Written consent for limited queries can be obtained by using the “*General Consent for Limited Queries of the FMCSA-Drug and Alcohol Clearinghouse Form*” which is attached to this policy.

Before the City may access information contained in the driver's Clearinghouse record, the driver must submit electronic consent through the Clearinghouse granting the City access to the following specific records:

- (1) A verified positive, adulterated, or substituted controlled substances test result;
- (2) **An alcohol confirmation test with a concentration of 0.04 or higher;**
- (3) A refusal to submit to a test in violation of §382.211;
- (4) An employer's report of actual knowledge, as defined at §382.107, of:
  - (i) On duty alcohol use pursuant to §382.205;
  - (ii) Pre-duty alcohol use pursuant to §382.207;
  - (iii) Alcohol use following an accident pursuant to §382.209; and
  - (iv) Controlled substance use pursuant to §382.213;
- (5) A SAP report of the successful completion of the return-to-duty process;
- (6) A negative return-to-duty test; and
- (7) An employer's report of completion of follow-up testing.

**The City cannot permit a driver to perform a safety-sensitive function if the driver refuses to grant the consent required by the paragraphs of this section.**

A driver granting consent must provide consent electronically to the Agency through the Clearinghouse



prior to release of information to an employer in accordance with §382.701(a)(2) or (b)(3).

A driver may review information in the Clearinghouse about himself or herself, except as otherwise restricted by law or regulation. A driver must register with the Clearinghouse before accessing their information.

## **XII. CLEARINGHOUSE RECORDKEEPING**

The City must retain for 3 years a record of each query and all information received in response to each query made. As of January 6, 2023, an employer who maintains a valid registration with the Clearinghouse fulfills this requirement.

## **XIII. SELF ADMISSION**

The City strives to maintain a safe and drug free work environment. Alcohol and drug use on the job poses a serious threat to the safety of our employees and the general public. However, the organization also understands the addictive nature of alcohol and certain drugs. The organization greatly values and cares about all employees, and will make every effort to assist any employee who comes forward and admits the need for help or treatment. To this end, the City has created a qualified self-admission program as detailed in its Non-DOT policy which complies with the DOT regulations by incorporating the following required elements:

- The City will not take any adverse action (loss of seniority, position, title, etc.) against any employee who makes a voluntary admission of having an alcohol or drug problem.
- In the event of a voluntary self-admission, the organization is required to remove the employee from performing, and the employee will be prohibited from performing, or continuing to perform, any safety sensitive functions.
- Self-admitting employees will be given the opportunity to seek treatment (at the employee's expense). The organization shall ensure that the employee is provided sufficient opportunity to seek evaluation, education or treatment to establish control over his or her drug or alcohol problem;
- In order to be permitted to resume performing safety sensitive functions for the City:
- The organization must be satisfied with and approve the employee's treatment option/program.
- The employee must successfully complete the treatment program, and provide documentation/certification of completion (as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor).

Further, the City must ensure that:

- Prior to the employee participating in a safety sensitive function, the employee shall undergo a return-to-duty test (at the employee's expense) with a result indicating an alcohol concentration of less than 0.02; and/or
- A return-to-duty controlled substance (at the employee's expense) test with a verified negative test result for controlled substances use; and
- The organization may incorporate employee monitoring and include non-DOT follow-up testing (at the employee's own expense).

Employees who admit to alcohol misuse or controlled substances use, are subject to the above procedures, but will not be subject to the referral, evaluation and treatment requirements set forth in 49 CFR Part 40, Subpart O, provided that:

- The driver does not self-identify in order to avoid testing under the requirements of this policy;
- The driver does not make the admission of alcohol misuse or controlled substances use prior to performing a safety-sensitive function (i.e., prior to reporting for duty); and
- The driver does not perform a safety-sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements in

accordance with the self-identification program guidelines.

#### **XIV. TESTING PROCEDURES**

Drug testing establishes the presence of a drug or drugs at or above the minimum cut-off concentration levels. The drugs for which tests are conducted include, but are not limited to, marijuana (THC), cocaine, amphetamines, phencyclidine (PCP), and opioids. The cut-off concentration levels for these substances are consistent with those defined in 49 CFR Part 40.

Alcohol testing determines the presence of alcohol based on alcohol concentration levels. Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol use means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

Before the testing process can begin, the employee must present a valid photo ID (such as a driver's license, state issued identification card, employer ID, etc.).

#### **Alcohol Testing**

##### **Initial Testing**

An alcohol testing form (ATF) is used to document the alcohol testing process. **The Breath Alcohol Technician (BAT) will conduct an initial breath test and if the result is 0.020 or greater, a confirmation test is required.** The collector completes Step 1 and the employee is required to sign Step 2 in order for the test to proceed. The employee provides an adequate amount of breath so the device can analyze it and provide the result. The BAT and employee observe the test results, which are then recorded on the ATF. If the test result is less than .020, the result is considered negative. The collector completes Step 3 and the collection process is complete.

##### **Confirmation Testing**

A 15-minute wait period will be observed prior to the confirmation test being administered. The wait period allows an opportunity for any accumulation of residual mouth alcohol to dissipate and will prevent an artificially high reading. The confirmation test result is administered following an air blank on the testing device. Once the results are received, they must electronically print on ATF.

Confirmation test result equal to or less than 0.019 is considered negative; no further action is required. Confirmation test result equal to or greater than .020 but less than .040 requires the employee to immediately be removed from his/her position for a minimum of 24 hours or until their next regularly scheduled shift. An alcohol test result equal to or greater than 0.040 is considered a positive test result. The employee is directed to read and sign Step 4; if the employee refuses to sign Step 4, it will have no bearing on the result, but will be documented on the ATF.

The confirmation test results are those the organization will rely on when determining further action, if any.

#### **DOT Drug Testing**

The drug testing processes and protocols are compliant with those mandated by 49 CFR Part 40. The collector utilizes a custody and control form to document the collection process. The collector will provide a brief summary regarding the steps to complete the collection process. The driver is provided privacy to provide their specimen, immediately returns the specimen to the collector, and observes the temperature along with the collector. The collector splits the specimen into bottles A & B, seals each container and dates the label. The employee initials each label. The paperwork and specimens are sent to a laboratory certified by the U.S. Department of Health and Human Services.

#### **Laboratory**

The laboratory is certified by the U.S. Department of Health and Human Services and utilizes approved techniques and equipment to analyze the specimen. The laboratory conducts validity testing to determine if the specimen is consistent with normal human urine and to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen

was substituted. Drug testing establishes the presence of a drug or drugs at or above the minimum cut-off concentration levels.

For initial drug testing, an immunoassay technique is used. If the presence of drugs is detected at or above the minimum cut-off concentration levels, a confirmation test is required. For confirmation testing, a second analytical procedure is conducted by gas chromatography/ mass spectrometry (GC/MS) technology. The procedure is used to further support a validity test result and/or identify and quantify the presence of a specific drug or drug metabolite at or above the minimum thresholds.

All test results are reported to the Medical Review Officer.

#### **Medical Review Officer (MRO)**

The MRO serves as an independent, impartial gatekeeper regarding the accuracy and integrity of the drug testing program. As a safeguard to quality and accuracy, the MRO reviews each test for accuracy.

When the laboratory reports non-negative results (i.e., confirmed positive, adulterated, substituted, or invalid drug test result), the MRO conducts a verification process with the employee. During this process, they will obtain information to determine if an alternative medical explanation for the test result exists.

If the MRO determines that a legitimate medical use exists, the drug test result is reported as negative to the employer. However, even if there is a legitimate medical explanation and verifies a test negative, the MRO has a responsibility to raise fitness-for-duty considerations with the employer.

When no legitimate medical reason is established, the MRO will report the applicable result to the employer.

#### **XV. CONTROLLED SUBSTANCES/ OTC/ PRESCRIPTION MEDICATIONS**

Before performing any work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug (to include the use of CBD Oils), or any non-prescription (over-the-counter) drug especially if it contains any measurable amount of alcohol or if it carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. It is the responsibility of the employee to inform their physician of the type of safety-sensitive function that they perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of their duties or operation of the City, vehicle and other equipment. However, as required by the Federal Regulations, any employee who uses or possesses medication containing alcohol or any substance which would cause a positive test while on duty or who tests positive for alcohol or controlled substance(s) will be removed from their position, and subject to the provisions of this policy, even though the reason for the positive test is the fact that the employee's prescription medication contains alcohol or a controlled substance.

A legally prescribed drug is one in which the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business or on City property is prohibited by this policy.

#### Special Note for Rx Opioids:

Historically, the DOT's regulation required the MRO to report your medication use/medical information to a third party (e.g. your employer, health care provider responsible for your medical qualifications, etc.), if the MRO determines in his/her reasonable medical judgement that you may be medically unqualified according to DOT Agency regulations, or if your continued performance is likely to pose a significant safety risk. The MRO may report this information even if the MRO verifies your drug test result as 'negative'.

As of **January 1, 2018**, prior to the MRO reporting your information to a third party you will have up to five days to ensure your prescribing physician contacts the MRO. Under DOT rule, **the driver is responsible for facilitating the contact between the MRO and the prescribing physician**. The prescribing

physician should be willing to state to the MRO that you can safely perform your safety-sensitive functions while taking the medication(s), or consider changing your medication to one that does not make you "medically unqualified" and/or does not pose a significant safety risk.

If the MRO and prescribing physician cannot agree on a resolution regarding the prescription and conclude the driver must remain "medically unqualified" the City will either place the driver on administrative leave, offer modified duty not to include performance of any safety sensitive functions, and/or evaluate if the driver qualifies under FMLA as appropriate. During this time, as the driver is unable to perform safety sensitive functions and likely unable to perform all the essential functions of their job, an ADA interactive process may begin, as required, to help determine reasonable accommodations (if any) for the driver.

#### **XVI. CONFIDENTIALITY OF RECORDS**

Procedures used for drug and alcohol testing follow the requirements of 49 CFR Part 40 to protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver. The City will strictly adhere to all standards of confidentiality to ensure drivers testing records and results will be released only to those authorized by the FMCSA rules to receive such information.

#### **XVII. EMPLOYEE EDUCATION**

As required by Federal Regulations, supervisors of CDL holders will be required to attend two hours of drug and alcohol education. One hour will cover alcohol misuse and the other hour will cover controlled substances use. The training shall cover the physical, behavioral, speech, and work performance indicators of probable alcohol misuse and use of controlled substances. Documentation of this training will be maintained by Human Resources and will be available for review.

For regulated employees who possess a CDL, the City will also provide each employee with a copy of this policy relating to drug and alcohol use. This policy provides basic information concerning the effects of alcohol and controlled substances use on a person's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management (see below).

#### **XVIII. CERTIFICATE OF RECEIPT**

The City of New London shall ensure that each driver is required to sign a statement certifying that they have received a copy of this policy and materials. The organization shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver.

## WHAT ARE THE AFFECTS OF ALCOHOL AND DRUGS ON THE BODY

### **ALCOHOL**

A central nervous system depressant, alcohol is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse.

#### **How Much is Too Much?**

Consider that a 12-ounce beer, a 5-ounce glass of wine, and a 1.5 ounce shot of liquor contain about the same amount of alcohol. For the average to larger person (170#) and petite to small person (125#) the following approximate BACs can be expected:

	<u>170# person</u>	<u>125# person</u>
1 drink in 1 hour	.015%	.025%
2 drinks in 1 hour	.04%	.075%
7 drinks in 1 hour	.10%	.175%

#### **The Removal of Alcohol From The Body**

- ▲ Blood alcohol concentrations in the average person usually decrease at the rate of .012 to .02% per hour
- ▲ For a given person, the rate of elimination is nearly constant regardless of the % of alcohol in the body
- ▲ Coffee, cold showers, and exercise do not quicken sobriety.

**To demonstrate this, here is a chart that shows what happens when a person goes to bed intoxicated with a blood alcohol level of .250**

<u>Time</u>	<u>Activity</u>	<u>Blood Alcohol</u>
1:00 AM	Goes to Bed	.250
5:00 AM	Get Up for Work	.190
7:00 AM	Reports for Work	.160
8:00 AM	Still Legally Intoxicated	.145
9:00 AM	Driving Erratically	.140
11:00 AM	Still Legally Intoxicated – car	.100
3:00 PM	Quitting Time – Still Intoxicated CDL	.040

Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time, alcohol can damage the liver and heart and cause permanent brain damage. On the average, heavy drinkers shorten their life span by about 10 years.

#### **Other Effects:**

- \* greatly impaired driving ability
- \* reduced coordination and reflex action
- \* impaired vision and judgment
- \* impaired vision and judgment
- \* inability to divide attention
- \* overindulgence (hangover) can cause
- \* headaches/unclear thinking
- \* nausea/unsettled digestion
- \* dehydration/aching muscles

### **1. MARIJUANA**

Marijuana is also called grass pot weed Mary Jane herb joint reefer, among other street names. Marijuana may impair or reduce short-term memory and comprehension, alter sense of time, and reduce ability to perform tasks requiring concentrations and coordination, such as driving.

**NOTE:** While alcohol dissipates in a matter of hours, marijuana stays in the body for four weeks or more!

#### **Other Effects:**

- ▲ driving impaired for at least 4-6 hours after smoking 1 joint
- ▲ restlessness, inability to concentrate
- ▲ increased pulse rate and blood pressure
- ▲ altered sense of identity
- ▲ impaired memory, dulling of attention
- ▲ hallucinations, fantasies and paranoia
- ▲ reduction or temporary loss of fertility

## 2. COCAINE

Cocaine is a stimulant drug, which increases heart rate and blood pressure. As a powder, it is inhaled, ingested, or injected. It is often called "coke," "snow," "blow," "nose candy," and "white." Cocaine is also used as a free-base cocaine known as crack or rock, which is smoked.

The most dangerous effects of crack is that it can cause vomiting, rapid heart rate, tremors, and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heat regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heart beat are depressed – leading to death.

### Other Effects:

- ▲ a rush of pleasurable sensation
- ▲ heightened, but momentary feeling of confidence, strength and endurance
- ▲ paranoia, mood swings, anxiety
- ▲ irritation of the nostrils and nasal membrane
- ▲ reduced sense of humor
- ▲ compulsive behavior such as teeth grinding or repeated hand washing

## 3. AMPHETAMINES:

Amphetamines can cause increased heart and respiratory rates, and promote a feeling of alertness and an increase in speech and general physical activity. It is often called speed, uppers, pep pills, black beauties, bennies, and hearts.

**NOTE:** People with a history of sustained low-dose use often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the "down" mood or crash they experience when the 'high' wears off.

Even small infrequent doses can produce toxic effects in some people. Restlessness, anxiety, moody swings, panic, heart beat disturbances, paranoid thoughts, hallucinations, convulsions, and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry, dull hair. Heavy, frequent doses can produce brain damage resulting in speech disturbances.

### Other Effects:

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| * loss of appetite                    | * short term insomnia                |
| * exaggerated reflexes                | * difficulty focusing eyes           |
| * distorted thinking                  | * increased blood pressure           |
| * irritability, anxiety, apprehension | * perspiration, headaches, dizziness |
| * increased heart rate                |                                      |

## 4. OPIOIDS

Opioids, including heroin, morphine, and codeine are narcotics used to relieve pain and induce sleep. Common street names include, "junk," "smack," "brown sugar," "Harry" or "big H".

**NOTE:** Heroin accounts for 90% of the narcotic abuse in this country

Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and

cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription.

**Other Effects:**

- \* short-lived state of euphoria
- \* impaired driving ability
- \* drowsiness followed by sleep
- \* constipation
- \* decreased physical activity
- \* reduced vision
- \* change in sleep habits
- \* possible death

**5. PHENCYCLIDINE (PCP):**

Also called angel dust, rocket fuel, super kools, and killer weed, it was developed as a surgical anesthetic in the late 50's. Later, due to unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer. Today, it has no lawful use and is no longer legally manufactured.

**NOTE:** PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic behavior produced by the drug than from the drug's direct effect on the body.

PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult.

**Other Effects:**

- \* impaired driving ability
- \* perspiration
- \* Incomplete verbal responses
- \* thick, slurred speech
- \* drowsiness
- \* repetitive speech patterns
- \* blank stare
- \* involuntary eye movement

Additional information about [City of New London](#) Drug & Alcohol Program is available from:

**Designated Employer Representative (DER):**

Name: **Human Resources Director** — **Coordinator** Phone: **(920) 555-1234250-5604**

## EMPLOYEE ACKNOWLEDGEMENT FORM

Detach and return this page to the City of New London's Human Resources Department after you have read and understood this policy.

I acknowledge that I have received the City's DOT-REGULATED EMPLOYEE ALCOHOL MISUSE PREVENTION AND ANTI-DRUG ~~Drug~~ and Alcohol Testing Policy and that this policy has been reviewed with me in a training session conducted by the City. I understand that the terms described in this policy may be altered, amended, or changed by the City, at any time or in order to comply with changes or revisions to federal law, with or without prior notice.

I acknowledge that I have been afforded the opportunity to ask questions regarding this policy.

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



# **General Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA)**

## **Drug and Alcohol Clearinghouse**

I, \_\_\_\_\_, hereby provide consent to the City of New London to conduct annual limited queries of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about me exists in the Clearinghouse, for the duration of my employment with the City.

I understand that if the limited query conducted by the City indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the City without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the City to conduct a limited query of the Clearinghouse, the City must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

AN ORDINANCE LICENSE QUOTAS

ORDINANCE NO. \_\_\_\_\_

The Common Council of the City of New London, Outagamie and Waupaca Counties, Wisconsin do ordain as follows:

**PURPOSE:** The purpose of this amendment is to allow for Reserve "Class B" Liquor License(s) as the City has had an increase in population of 500 persons. Municipal populations are determined annually by the Department of Administration which releases final population estimates to clerks on October 10 of each year.

Section 1. That Chapter 12 of the New London Municipal Code shall be amended to read as follows:

(5) LICENSE QUOTAS.

The City may issue as many alcohol beverage licenses as allowable by the State of Wisconsin for all classes (Class "A", "Class A", Class "B", "Class B", and Reserve "Class B")

~~(a) Class "A" Fermented Malt Beverage Licenses (Am. Ord. #782; Am. Ord. #819; Repeal Ord. #1084). [The State's quota on alcohol licenses applies only to "Class B" liquor licenses.]~~

~~(b) Class "B" Fermented Malt Beverage Licenses. (Am. Ord. #757; Am. Ord. #909). There shall be no more than one Class "B" fermented malt beverage license for each 1,300 inhabitants or major fraction thereof of the City, such population to be determined as set out in par. (a) above. Holders of such licenses prior to April 19, 1963, their successors, and assigns, shall be eligible to renew their license if otherwise entitled by law, notwithstanding this section. (5 Beer Licenses allowed for the City)~~

~~(c) "Class A" Intoxicating Liquor Licenses. (Repeal Ord. #1084) [The State's quota on alcohol licenses applies only to "Class B" liquor licenses.]~~

~~(d) "Class B" Intoxicating Liquor Licenses. The number of "Class B" intoxicating liquor licenses that may be granted shall be limited to the number lawfully issued and in force on August 27, 1939 which consisted of 18 licenses. The City has zero Reserve Licenses.~~

Section 2. ***This ordinance shall take effect upon publication.***

BY: \_\_\_\_\_  
Mark Herter, Mayor

ATTEST: \_\_\_\_\_  
Nicole Ryerson, City Clerk

1<sup>st</sup> Reading: April 18, \_\_\_\_\_ 2023

2<sup>nd</sup> Reading: May 16, \_\_\_\_\_ 2023

Published: May 25, \_\_\_\_\_ 2023

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, \_\_\_\_\_  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] \_\_\_\_\_  
5 \_\_\_\_\_ in the \_\_\_\_\_  
6 of \_\_\_\_\_, County of \_\_\_\_\_, Wisconsin  
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: \_\_\_\_\_  
9 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

10 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_ will be  
11 mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer  
15 not excluded at lines 20-22, and the following additional items: \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_.

18 All personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_  
19 \_\_\_\_\_.

20 ■ NOT INCLUDED IN PURCHASE PRICE: \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_.

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**  
24 **by Seller or which are rented and will continue to be owned by the lessor.**

25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**  
28 **acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before  
30 \_\_\_\_\_. Seller may keep the Property on the market and accept  
31 secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF  
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a  
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): \_\_\_\_\_

39 Buyer's recipient for delivery (optional): \_\_\_\_\_

40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at  
44 line 47 or 48.

45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's  
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: \_\_\_\_\_

48 Delivery address for Buyer: \_\_\_\_\_

49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a  
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,  
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and  
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): \_\_\_\_\_

54 E-Mail address for Buyer (optional): \_\_\_\_\_

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery  
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge  
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated \_\_\_\_\_  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and

61 \_\_\_\_\_  
62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**  
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**  
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**  
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than \_\_\_\_\_  
68 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,  
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and \_\_\_\_\_

71 \_\_\_\_\_  
72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
- 76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77  Current assessment times current mill rate (current means as of the date of closing)
- 78  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
- 79 known, multiplied by current mill rate (current means as of the date of closing)
- 80  \_\_\_\_\_

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**  
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**  
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for  
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill  
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax  
87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real  
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115  
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all  
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)  
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,  
95 are \_\_\_\_\_

96 \_\_\_\_\_ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97  **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days before closing, estoppel letters dated within  
98 \_\_\_\_\_ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security  
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

400 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.  
401 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all  
402 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at  
403 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of  
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: \_\_\_\_\_

106 \_\_\_\_\_ If "Time  
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"  
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
110 \_\_\_\_\_  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

117 \_\_\_\_\_  
 118 \_\_\_\_\_ [insert proposed use and type and size of building, if applicable; e.g.  
 119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed  
 120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be  
 121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
 122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at  
 124 (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and  
 125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly  
 126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither is stricken) expense,  
 128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting  
 129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 \_\_\_\_\_  
 131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
 132 the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.

133  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  
 134  **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  **STRIKE ONE** ("Buyer's" if neither is stricken)  
 136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other \_\_\_\_\_

137 \_\_\_\_\_  **CHECK ALL THAT APPLY**, for the Property for its proposed use described  
 138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which  
 139 significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance.

140  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE** ("Seller providing" if neither is  
 141 stricken) a \_\_\_\_\_ survey (ALTA/ACSM Land Title Survey if survey type is not  
 142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within \_\_\_\_\_ days of  
 143 acceptance, at (Buyer's) (Seller's)  **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
 144 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon  
 145 the Property, the location of improvements, if any, and: \_\_\_\_\_

146 \_\_\_\_\_  **STRIKE AND COMPLETE AS APPLICABLE** Additional map features  
 147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
 148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and  
 149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**  
 151 **when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for  
 153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information  
 154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions  
 155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and  
 156 void.

157  **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within  
 158 \_\_\_\_\_ days of acceptance:  **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
 161 representations made prior to and in this Offer.

162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
 163 of all liens, other than liens to be released prior to or at closing.

164  Rent roll.

165  Other \_\_\_\_\_

166 \_\_\_\_\_  
 167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site  
 168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and  
 169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment  
 170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and  
 172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals  
 173 and any reproductions) to Seller if this Offer is terminated.

174  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of  
 175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including  
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water  
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,  
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose  
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland  
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared  
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or  
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment  
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation  
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable  
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair  
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect  
225 the expected normal life of the premises.

226 **(Definitions Continued on page 6)**

**IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.**

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**FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this  
Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly  
payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount  
not to exceed \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall  
be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to  
maintain the term and amortization stated above.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

- FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.
- ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest rate shall be  
fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per year. The maximum  
interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal and interest may be adjusted to  
reflect interest changes.

**If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286  
or in an addendum attached per line 479.**

**NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that  
purpose.**

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to  
provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to  
Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that  
delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,  
after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

**CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,  
BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S  
AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers  
a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an  
acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of  
lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days  
to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain  
in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer  
authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's  
funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written  
verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage  
financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for  
purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this  
Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

**APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense  
by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an  
appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless  
Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not  
equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

**CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide  
adequate time for performance.**

**ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
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287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")(see lines 379-395)  
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a  
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and  
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property  
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if  
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated  
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information  
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally  
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),  
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**  
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**  
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be  
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,  
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs  
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central  
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground  
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on  
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's  
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate  
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide  
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,  
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property  
 320 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**  
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from  
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be  
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written  
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after  
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not  
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;  
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader  
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to  
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.  
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker  
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit  
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the  
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting  
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good  
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations  
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.





396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A  
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal  
 398 remedies.

399 If Buyer defaults, Seller may:

400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

403 (1) sue for specific performance; or

404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the  
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**  
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**  
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**  
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties  
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square  
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless  
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**  
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer  
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for  
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed  
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of  
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property  
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to  
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and  
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at  
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating  
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,  
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the  
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the  
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at  
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An  
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for  
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as  
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these  
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon  
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except  
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**  
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**  
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed  
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections  
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of \_\_\_\_\_  
453 \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**  
458 **inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual  
460 knowledge or written notice before signing the Offer.

461  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer  
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465  **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to  
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating  
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the  
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will  
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at  
472 \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts a bona fide secondary offer,  
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property  
474 Contingency and \_\_\_\_\_  
475 \_\_\_\_\_

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**  
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual Receipt of said notice, this Offer shall be  
478 null and void.

479  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_

481 \_\_\_\_\_ on \_\_\_\_\_.

482 Buyer Entity Name (if any): \_\_\_\_\_

483 (x) \_\_\_\_\_  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

485 (x) \_\_\_\_\_  
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 \_\_\_\_\_ Broker (By) \_\_\_\_\_

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**  
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**  
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): \_\_\_\_\_

493 (x) \_\_\_\_\_  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 (x) \_\_\_\_\_  
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

498 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
500 Seller Initials ▲ Date▲ Seller Initials ▲ Date ▲

## **LAND USAGE LEASE AGREEMENT**

This Land Usage Lease Agreement (hereinafter referred to as “Lease Agreement”), effective on June 2, 2023, between **City of New London**, c/o 215 N. Shawano Street, New London, WI 54961 (hereinafter referred to as “*Lessor*”), and **First State Bank**, of 113 W North Water Street, PO Box 268, New London, WI 54961 (hereinafter referred to as “*Lessee*”).

### **RECITALS**

1. Lessor is the sole owner of the Premises described below and desires to lease the Premises described below to Lessee.
2. Lessee desires to lease the Premises for the purpose of use as a parking lot for its employees.
3. The parties desire to enter into a lease agreement defining their rights, duties, and liabilities relating to the Premises.
4. The parties and persons entering into and executing this Lease warrant and represent that they have complete authority to act in their capacities for the purpose of entering this Lease.

In consideration of the mutual covenants contained in this lease agreement, the parties agree as follows:

### **SECTION 1 SUBJECT AND PURPOSE**

Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessors, Waupaca County Tax Parcel ID Number 33 12 77 47, located in the City of New London, Waupaca County, Wisconsin, (collectively referred to as the “*Leased Property*”) as shown on the attached Exhibit A and described therein as the “Outlot 1.”

### **SECTION 2 TERM AND RENT**

The initial term of this Lease shall be for the period from June 2, 2023, through January 15, 2024, unless terminated earlier by the parties. With respect to payment, Lessee shall remit one payment of one dollar (\$1.00) to Lessor, made on or before June 2, 2023.

**SECTION 3  
SECURITY DEPOSIT**

Lessor does not require Lessee to provide a security deposit for use of the Leased Property.

**SECTION 4  
EXTENSION OF LEASE TERM AND RENT ADJUSTMENTS**

At the end of the Initial Term or any renewal term, the parties may agree to extend the term of this Lease. In addition, the rent may be adjusted, from time to time, by mutual agreement of the parties. Extensions of the Lease and/or modifications in rent or other forms shall be as agreed, and any extended term shall be subject to the provisions of this Lease Agreement.

**SECTION 5  
USE OF PROPERTY AND COMPLIANCE WITH LAW**

The Lessee may use and occupy the Leased Property for employee parking. The Lessee shall, at their sole cost and expense, comply with all laws pertaining to Lessee's use of the Leased Property, and shall faithfully observe all laws in the use of the Leased Property. Lessor shall have the right, during the lease term, to complete such construction, utility, and like work on the Leased Property as it deems necessary, and in the event such work temporarily or permanently decreases the number of parking spaces available to Seller during the lease term, it shall not be considered a breach of the Lease Agreement.

**SECTION 6  
INSURANCE**

The Lessee shall procure and maintain in force, at their expense, a general liability insurance policy insuring the use of the Leased Property in an amount and form agreed upon by the parties. The cost of liability insurance and any umbrella coverage shall be paid by the Lessee. Each policy of insurance shall name the Lessor and Lessee as co-insureds. Lessee shall produce a copy of the Declarations page to Lessor upon request.

**SECTION 7  
ASSIGNMENT, MORTGAGE, AND/OR SUBLEASE**

Neither Lessee, its successor, or assigns, shall assign, pledge, mortgage, or encumber this Lease Agreement, or sublet the demised premises, in whole or in part, or permit the demised premises to be used or occupied by others, nor shall this Lease Agreement be assigned or

transferred by operation of law, without the prior express and written consent in writing of Lessor in each incident.

## **SECTION 8 MUTUAL INDEMNITY AND HOLD HARMLESS**

Each party shall indemnify and hold the other harmless against any and all expenses, liabilities, and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either:

1. A failure by that party to perform any of the terms or conditions of this Lease Agreement.
2. Any injury, loss, or damage on or about the demised premises arising from the activities of the indemnifying party on the Leased Premises.
3. Failure to comply with any law of any governmental body.
4. Any mechanic's or materialmen's lien or security interest filed against the demised premises or equipment, material or alterations of buildings or improvements on the demised premises.

## **SECTION 9 DEFAULT OR BREACH**

Each of the following events shall constitute a breach of this Lease Agreement by Lessee:

5. If Lessee, or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
6. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee and such proceedings shall not be dismissed or the receivership of trusteeship vacated within a reasonable time after the institution or appointment.
7. If Lessee shall fail to pay Lessor any rent or Additional Rent within ten (10) days after the day that rent is due.

8. If Lessee shall fail to perform or comply with any of the conditions of this Lease Agreement and if the nonperformance shall continue for a period of ten (10) days after notice of nonperformance given by Lessor to Lessee, or, if the performance cannot be reasonably accomplished within the ten (10) day period.

9. If Lessee shall vacate or abandon the demised premises.

10. If this Lease Agreement shall be transferred to or passed to any other person or party, except in a manner permitted under this Lease Agreement.

## **SECTION 10 MISCELLANEOUS PROVISIONS**

**10.1 Exhibits.** All exhibits and schedules referred to herein are hereby incorporated by reference and made a part of this Agreement as though fully set forth herein.

**10.2 Waiver.** Any term or condition of this Agreement may be waived at any time by the party hereto which is entitled to the benefit thereof.

**10.3 Notice.** Any notice required hereunder shall be sufficiently given if sent by certified mail, postpaid prepaid, to the addresses stated in the preamble of this Agreement.

**10.4 Entire Agreement.** This instrument contains the entire agreement of the parties with respect to the transaction contemplated herein.

**10.5 Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

**10.6 Benefit.** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto to the transaction contemplated herein.

**10.7 Captions.** The captions contained in this Agreement are for reference only and do not form part of this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSOR: CITY OF NEW LONDON

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSEE: FIRST STATE BANK

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Drafted By:  
Attorney Hans R. Thompson  
Sweeney Law Office S.C.  
104 E. State Hwy 54  
P.O. Box 206  
Seymour, WI 54165  
(920) 833 – 6116



# CITY OF NEW LONDON

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## Memorandum

TO: Finance & Personnel Committee  
FROM: Chad Hoerth, City Administrator  
RE: SC Swiderski LLC Developers Agreement  
DATE: 4-4-23

Included with this memo is an updated copy of the proposed developers agreement with SC Swiderski LLC for the downtown riverfront development. I just received this final copy from our attorney, with the main difference is that this copy includes the Exhibits (the rest of the language in this agreement is pretty much the same as the copy included in the April 5<sup>th</sup>, 2023 finance packet). Below are some of the talking points pulled out from the agreement that I'd like to reference at the meeting:

- Sell 4.068 Parcel to SCS for \$1.00
- Provide a grant financed by 50% of Increment received over time up to \$400,000 to assist with site fill costs
- City would finance the Utility relocate (financed by increment)
- Utility relocate needs to be complete by July 31st, 2023
- Closing date of property would be no later than July 31st, 2023
- Minimum Assessed Value is \$10.7 million (probably will be more construction as construction is anticipated to be \$17 million)
- SCS would need to start construction by August 31st, 2023 (more than likely site fill/prep)
- Project completion would be no later than July 31st, 2025
- Several "clawback" items have been inserted into the developer's agreement to protect the city for the cost of the utility relocate or to gain ownership back to city if developer's commitments are not met

Related to this developers agreement is the Utility Relocate contract for moving the sanitary sewer and water lines on the property. This utility contract has not be awarded yet (was approved at the March Board of Public Works meeting and planned to be presented to council on April 18<sup>th</sup> council meeting), and is planned to only be awarded/executed once this developers agreement is signed.

**PURCHASE AND DEVELOPMENT AGREEMENT**  
**(TID 5)**

**THIS PURCHASE AND DEVELOPMENT AGREEMENT (TID 3)** (this “Agreement”) is made as of April \_\_\_\_, 2023 (the “Effective Date”), by and among the **CITY OF NEW LONDON**, a Wisconsin municipal corporation (the “City”), **S. C. SWIDERSKI, LLC**, a Wisconsin limited liability company (“SCS”), and **SCS WOLF RIVER LLC**, a Wisconsin limited liability company (the “Owner”) (SCS and the Owner referred to herein, collectively, as “Developer”).

**RECITALS**

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created a Tax Incremental District, the City of New London, Wisconsin Tax Increment District No. 5 (the “TID”), and adopted a Project Plan relating to the TID (as may be amended from time to time, the “TID Plan”) to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide financial and other assistance from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, the City owns an approximately 4.068 acre parcel of real property located near the intersection of West Wolf River Avenue as more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Developer desires to purchase the Property, and the City desires to sell the Property to Developer, subject to the terms and conditions herein; and

WHEREAS, after purchasing the Property, Developer desires to build on the Property a new multi-family housing development together with other site improvements on the Property in accordance with the terms and conditions of this Agreement; and

WHEREAS, Developer's ability to develop the Property as set forth herein requires certain financial incentives from the City and other agreements as set forth herein; and

WHEREAS, the City has determined that the proposed development of the Property by Developer, as set forth herein, will (i) promote and carry out the development objectives of the City, (ii) further the purposes of the TID Plan, and (iii) not occur at the Property without the assistance of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. “Agreement” is defined in the introductory paragraph of this Agreement.
- b. “City” is defined in the introductory paragraph of this Agreement.
- c. “Closing” means the execution of the sale and conveyance of the Property to Developer in exchange for the Purchase Price, as contemplated by and subject to the terms and conditions of this Agreement.
- d. “Closing Deadline” means no later than July 31, 2023; provided, however, that the City agrees to use commercially reasonable efforts to close as soon as possible on a date mutually agreed to by the City and Developer upon Developer's written waiver of the Due Diligence Period.
- e. “Conceptual Drawings” means the conceptual drawings attached hereto as Exhibit B.
- f. “Deed” means a special warranty deed of the Property from the City to Developer, subject to all matters of record and matters set forth in Developer's title search, if any, unless the City agrees to cure as provided herein.
- g. “Developer” is defined in the introductory paragraph of this Agreement.
- h. “Due Diligence Period” means the time period commencing on the Effective Date and terminating on the Closing Deadline, unless earlier waived in writing by Developer.
- i. “Effective Date” is defined in the introductory paragraph of this Agreement.
- j. “Facility” means a multi-family housing project on the Property consisting of ninety-eight (98) apartment units, with the following unit mix: sixteen (16) studio units, thirty-one (31) studio suite apartments, forty-two (42) one-bedroom units, and nine (9) two-bedroom units. The apartment units will be served by at least sixty-four (64) garage parking stalls (ground floor of the Facility) and at least eighty-seven (87) surface lot parking stalls. The design of the Facility and parking shall be substantially conformity with the Conceptual Drawings unless otherwise agreed by the City and in compliance with all applicable laws.
- k. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records against the Property. The Memorandum shall be in form and substance reasonably acceptable to both the City and Developer.
- l. “Minimum Assessed Value” means at least Ten Million, Seven Hundred Thousand and 00/100 Dollars (\$10,700,000.00).
- m. “PILOT Payment” is defined in Section 3.e below.

- n. “Plans” means a detailed site plan for the Project in form and substance acceptable to the City, which shall include, without limitation, the following: the Site Fill Work, all improvements now located or to be located on the Property, the footprint of all improvements and the square footage and layout of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, signage, exterior lighting, sidewalks, and landscaping. The Plans shall be substantially conformity with the Conceptual Drawings unless otherwise agreed by the City.
- o. “Project” means the development of the Property, including, but not limited to, the Site Fill Work, and the construction of the Facility and all improvements as may be required in order to comply with applicable laws, rules, regulations, codes and ordinances in the use of the Property and the Facility.
- p. “Project Budget” means a detailed line-item budget of the cost of the Project, including line items specifically designated for the Site Fill Work, in form and content acceptable to the City. The line-items of the Project Budget earmarked for the Site Fill Work are subject to the City's approval, in its sole discretion.
- q. “Project Commencement (Facility)” means the date of actual construction commencement of the Facility, as determined by the City in its reasonable judgment; provided, however that Project Commencement (Facility) shall not be deemed to occur until after Developer completes the Site Fill Work, as determined by the City in its reasonable judgment.
- r. “Project Commencement (Site Fill Work)” means the date of actual commencement of the Site Fill Work, as determined by the City in its reasonable judgment.
- s. “Project Commencement Deadline” means August 31, 2023, subject to adjustment if there is a delay in the completion date of the Utility Relocation (as described in Section 3.c below).
- t. “Project Completion” means all of the following have occurred: (i) the substantial completion of all of the Project (including the Site Fill Work) in accordance with the Plans, as determined by the City in its reasonable judgment; (ii) a certificate of occupancy is issued by the appropriate governmental authorities for every building constituting the Facility, as applicable; and (iii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.
- u. “Project Completion Deadline” means July 31, 2025, subject to adjustment if there is a delay in the completion date of the Utility Relocation (as described in Section 3.c below).
- v. “Property” is defined in the Recitals above.
- w. “Purchase Price” means One and 00/100 Dollars (\$1.00).

x. “Site Fill Work” means certain excavation and removal of certain soils at the Property and replacement with granular backfill and select surface fill in preparation for construction of the Facility. Subject to further refinement as part of the Plans, Developer's preliminary understanding of the scope of the Site Fill Work is attached hereto as Exhibit C.

y. “Site Fill Work Actual Costs” means Developer's actual out-of-pocket and fully-paid hard construction costs for the Site Fill Work which are documented to the reasonable satisfaction of the City. The following shall not be included when calculating the Site Fill Work Actual Costs: (i) costs incurred for any work that is not consistent with the Plans, or (ii) any soft construction costs (including architectural, engineering, and legal fees), or (iii) any Project costs that are outside of the express scope of the Site Fill Work as stated herein, or (iv) any Project costs that are not expressly earmarked for the Site Fill Work in the City-approved Project Budget (as may be amended with the City's written consent), or (v) any Project costs that are in excess (in the aggregate) of the Site Fill Work line items in the City-approved Project Budget (as may be amended with the City's written consent), each as determined by the City in its reasonable discretion.

z. “Tax Increment Allocation” means a maximum cumulative total amount of the Tax Increment equal to the lower of (i) Four Hundred Thousand and 00/100 Dollars (\$400,000.00) or (ii) the Site Fill Work Actual Costs, and as may be further reduced pursuant to the terms and conditions set forth herein.

aa. “Tax Increment” for any given calendar year is the amount derived by: (i) taking the total real property tax revenues paid by Developer and actually received and retained by the City from real property tax payments on the Property and then (ii) subtracting the portion of such real property tax revenues attributable to the Tax Increment Base Year Valuation. In the event of a negative number, the Tax Increment for such year shall be \$0.00.

bb. “Tax Increment Base Year Valuation” means the assessed value of the Property for calendar year 2022.

cc. “Tax Increment Bond” is defined in Section 3.e below.

dd. “Tax Increment Grant” means, as described in more particularity herein, a grant from the City to Developer in annual installments of the Tax Increment Grant Amount for such year, not to exceed a cumulative amount of the Tax Increment Allocation. For informational purposes only, and without modifying the terms herein, an anticipated schedule of Tax Increment Grant payments based on the timeline and information available as of the Effective Date is attached hereto as Exhibit D.

ee. “Tax Increment Grant Amount” for any given calendar year means an amount equal to the Tax Increment Percentage multiplied by the Tax Increment actually collected for such year.

ff. “Tax Increment Grant Payment Deadline” for any given calendar year means August 31; provided, however, that the deadline for the first installment of the Tax

Increment Grant shall not be due earlier than thirty (30) days after issuance of the Tax Increment Bond.

- gg. “Tax Increment Percentage” means Fifty Percent (50%).
- hh. “TID” is defined in the Recitals above.
- ii. “TID Plan” is defined in the Recitals above.
- jj. “Utility Relocation” means the relocation of certain utilities and other related improvements substantially as set forth on Exhibit E attached hereto.
- kk. “Utility Relocation Actual Costs” means the City's actual out-of-pocket costs for the Utility Relocation.
- ll. “Utility Relocation Clawback Payment” is defined in Section 3.d below.
- mm. “Utility Relocation Completion Deadline” means the Project Commencement Deadline.

2. Commitments of Developer. Developer agrees and covenants with the City as follows:

- a. *Purchase of the Property.*
  - i. Subject to the terms and conditions of this Agreement, Developer agrees to purchase the Property in its “AS-IS” condition for the Purchase Price on or before the Closing Deadline. The transfer of the Property shall be subject to all matters of record and the other permitted encumbrances contemplated herein. Developer agrees that the Memorandum shall be recorded immediately after the Deed and prior to any mortgage. All title fees, transfer fees and recording fees for the purchase shall be allocated as set forth in Section 3 below.
  - ii. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS “AS IS” CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT

OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY.

iii. As noted above, Developer is taking the Property in its current condition, without any express or implied warranties by the City as to its physical condition. Accordingly, during the Due Diligence Period, Developer shall have the right to complete, at Developer's sole cost, all due diligence activities with respect to the Property and feasibility analysis of the Project desired by Developer (including, without limitation, a title search, environmental review or land survey), provided that Developer complies with the terms of this Agreement. Developer shall have the right to terminate this Agreement, for any reason or no reason, during the Due Diligence Period by providing written notice to the City. Without limiting the generality of the foregoing sentence, Developer has the right to terminate this Agreement during the Due Diligence Period for any of the following reasons: (1) Developer does not receive all necessary or desired municipal approvals; or (2) Developer does not receive a commitment for any necessary or desired financing for the Project, with loan terms acceptable to Developer in its sole and absolute discretion. It shall be Developer's responsibility to determine the condition of the Property during the Due Diligence Period; provided, however, that the City agrees to provide Developer, at Developer's request, with any documentation relating to the Property's condition that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate. If Developer has not terminated this Agreement by the expiration of the Due Diligence Period, Developer's right to terminate this Agreement as set forth in this subsection shall automatically expire.

iv. In advance of any entry onto the Property, Developer shall provide the City with evidence that Developer has in force such liability insurance policies and coverages that the City may reasonably request, naming the City as an additional insured. Without limiting the other obligations of Developer in this Agreement, (A) Developer shall hold harmless, indemnify and defend the City from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of any activity of Developer, or any of Developer's agents, conducted on the Property prior to Closing, and (B) in the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Property from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any due diligence activities conducted by or on behalf of

Developer. The obligations of Developer in this subsection shall survive termination of this Agreement.

v. The parties agree that this Agreement is the only agreement between the City and Developer relating to the purchase and sale of the Property. To the extent not already terminated or expired, the parties agree that Developer's WB-13 Vacant Land Offer to Purchase dated March 11, 2021 regarding some or all of the Property is hereby terminated and of no further effect.

b. *Plans and Project Budget.* As a condition to the City's obligation to sell the Property, prior to Closing, Developer shall complete the Plans, which must be acceptable in all respects to the City. Any later revisions to the Plans shall be subject to the City's review and approval. Prior to commencement of construction of the Facility, Developer shall provide evidence that the Plans have been approved by all required governmental bodies and any construction lender(s). Additionally, as a condition to the City's obligation to sell the Property, prior to Closing, Developer shall complete and provide to the City the Project Budget, which must be acceptable to the City (in its reasonable discretion) and which must include such detail and content acceptable to the City (in its sole discretion) with respect to the Project costs allocated to the Site Fill Work.

c. *Construction of the Project.* Provided that Closing occurs:

i. Developer, at its cost and expense, agrees to construct the Project in a good and workmanlike manner and substantially in accordance with the Plans. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project. Developer will not, without the City's prior written consent, materially change the scope of the Project, the Plans, the Project Budget, or the uses of the Project.

ii. Project Commencement (Site Fill Work) shall occur no later than the Project Commencement Deadline, and Developer shall thereafter diligently pursue completion of the Site Fill Work.

iii. Project Commencement (Facility) shall occur no later than the Project Commencement Deadline, and Developer shall diligently pursue construction of the Facility and achieve Project Completion no later than the Project Completion Deadline.



d. *Return of Property and/or the Utility Relocation Clawback Payment and/or Reduction of the Tax Increment Grant for Developer's Failure to Timely Commence or Complete Project.*

i. If Developer fails to achieve Project Commencement (Site Fill Work) on or prior to the Project Commencement Deadline, then, in addition to any other remedies available to the City pursuant to this Agreement or applicable law, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to achieve Project Commencement (Site Fill Work), or if not so achieved within fourteen (14) days after such notice, promptly transfer the Property to the City (or the City's designee) pursuant to a special warranty deed for the Purchase Price. The City shall provide such notice to Developer to transfer the Property within ninety (90) days after the Project Commencement Deadline or the City shall be deemed to have waived its right to do so.

ii. If Developer fails to achieve Project Commencement (Facility) on or prior to the Project Commencement Deadline, then, in addition to any other remedies available to the City pursuant to this Agreement or applicable law, the City, at its option as exercised in its sole discretion, may by written notice to Developer, sent at any time prior to Developer's achievement of Project Commencement (Facility), then the City may demand payment from Developer of the entire amount of the Utility Relocation Actual Costs paid to date (the "Utility Relocation Clawback Payment"), which Developer shall pay to the City within thirty (30) days after such demand; provided, however, that Developer may elect to make the Utility Relocation Clawback Payment by immediately reimbursing the City for any amounts the City has paid as of the date of the City's demand for the Utility Relocation Clawback Payment to the third party lender providing financing to the City for the payment of the costs of the Utility Relocation and thereafter making all remaining scheduled payments to such third party lender on behalf of the City until such third party financing is paid in full. If Developer desires to elect to repay the City's third party financing of the costs of the Utility Relocation, Developer shall, no later than such 30-day deadline, provide written notice to the City together with payment to the City of the amounts the City has paid as of the date of the City's demand for the Utility Relocation Clawback Payment to the third party lender providing financing to the City for the payment of the costs of the Utility Relocation. Late payments (including the interest payment amount due) shall accrue Default interest as noted below. The City's right to the Utility Relocation Clawback Payment and, if applicable, interest shall survive the termination of this Agreement, the transfer of the Property, or any portion thereof, or the assignment of this Agreement.

iii. If Developer does not achieve Project Completion on or prior to the Project Completion Deadline, or if the Project is not constructed in substantial compliance, as determined by the City in its sole discretion, with the Plans or the consents, approvals or permits issued by any governmental authority with respect to the construction of the Project, then the City, at its option, as exercised in its sole discretion, may by written notice to Developer require Developer to substantially

complete or bring the Project into compliance therewith within thirty (30) days, and if not substantially completed or brought into compliance in such timeframe, then the Tax Increment Allocation shall be reduced in the amount of Five Hundred and 00/100 Dollars (\$500.00) for each day past such 30-day grace period that Developer continues to fail to achieve Project Completion or brought into compliance.

iv. The Obligations of Developer and the City's right to the return of the Property and/or Developer's obligation to make the Utility Relocation Clawback Payment included in this Section 2.f shall be referenced in the Memorandum, shall run with the land, and shall bind all owners in title to the Property and their successors and/or assigns.

e. *Minimum Assessed Value; Payment in Lieu of Taxes.*

i. Developer guarantees that, commencing in the first tax year following the year of the Project Completion Deadline and continuing through the life of the TID, the Project will result in an equalized value for the Property of not less than the Minimum Assessed Value, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion. In the event that the equalized value for the Property in any such year is less than the Minimum Assessed Value or in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the life of the TID, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year. The obligations of Developer to pay the PILOT Payment shall be a lien on the Property, shall be referenced in the Memorandum, shall run with the land, and shall bind all owners in title to the Property and their successors and/or assigns.

ii. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other applicable agency) in his/her assessment and appraisal of the Property and that the City assessor will arrive at an equalized value of the Property based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

3. Commitments of the City.

a. *Sale of the Property.* Subject to the terms and conditions of this Agreement, the City agrees to sell to Owner the Property for the Purchase Price on or before the Closing Deadline. If Developer desires a title search and/or title insurance, the cost of such shall be at Developer's sole cost and expense. At Closing, the City shall convey the Property to Owner by the Deed, subject to all matters of record and matters set forth in Developer's title search, if any, unless the City agrees, in the City's discretion, to clear any such title matters objected to by Developer during the Due Diligence Period. The City's sole obligation shall be to deliver the Deed to Owner at Closing; provided, however, that the City agrees to cooperate with Developer's and the title company's reasonable requests to execute additional closing documentation reasonably requested by Developer and provided to the City for review prior to Closing, but only if such documentation does not subject the City, in the City's reasonable determination, to any additional obligations or liabilities. Any transfer taxes shall be paid by the City. All title search costs, title insurance fees, recording fees, due diligence expenses and other closing costs (including any closing fees due to Developer's title company) in connection with such conveyance shall be at Developer's expense. In the event Developer objects to matters disclosed by Developer's title search and the parties are not able to come to a resolution, Developer's sole recourse shall be to terminate this Agreement prior to the expiration of the Due Diligence Period.

b. *Utility Relocation.* Provided that Closing occurs, and subject to Developer's ongoing compliance with the terms and conditions of this Agreement, the City agrees to complete the Utility Relocation. The City will use commercially reasonable efforts to complete the Utility Relocation by the Utility Relocation Completion Deadline; provided, however, that if the City is unable to complete the Utility Relocation by such date, then the Project Commencement Deadline and the Project Completion Deadline shall be adjusted by the number of days of such delay. Developer acknowledges and agrees that certain final paving work on the Smith Street right-of-way may be delayed, at the City's option, until after Project Completion so as to minimize the wear and tear on such pavement by Developer's construction vehicles, and such phasing shall not be grounds for adjusting the Project Commencement Deadline and the Project Completion Deadline.

c. *Tax Increment Grant.* Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant to Owner as a partial reimbursement of Developer's costs to complete the Project (up to the Tax Increment Allocation). The Tax Increment Grant shall be made in annual installments on or before the Tax Increment Grant Payment Deadline of each year in the amount of the Tax Increment Grant Amount based on the property taxes paid on the property tax bill for the prior calendar year up to the cumulative maximum amount of the Tax Increment Allocation; provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. The first annual payment of the Tax Increment Grant shall be in the year following Project Completion (based on the Tax Increment Generated from the payment(s) on the property tax bill in which Project Completion occurs). Developer understands that this first payment will likely be based on a partial assessment of the Project, based on the progress of construction as of January 1 of the year that Project

Completion occurs. Further, as a point of clarity, Developer understands and agrees that no installments of the Tax Increment Grant shall be payable until Project Completion is timely achieved by Developer pursuant to this Agreement. Upon termination of the TID, no further installments will be provided. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Tax Increment Grant Amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Allocation. Any Tax Increment which is not appropriated and allocated toward the Tax Increment Grant Amount may be used by the City for any legally permitted purpose, in its sole discretion. The City reserves the right, at its option, to accelerate payments of the Tax Increment Grant.

d. *Tax Increment Bond.* After Project Completion is achieved, the City shall, at the City's cost and expense, issue Developer a taxable tax increment revenue bond (the "Tax Increment Bond") evidencing the City's obligation to pay Tax Increment Grant. The Tax Increment Bond shall be payable solely from Tax Increment and shall be subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing sentence, (i) payments on the Tax Increment Bond are limited to the Tax Increment Grant Amount for each year, (ii) each payment on the Tax Increment Bond shall be subject to and conditioned upon future annual appropriation of Tax Increment by the City Council to payment of the bond; and (iii) if the Tax Increment Bond is not fully paid by the termination of the TID, the City has no obligation to pay any further amounts. Developer agrees to cooperate with the City's reasonable requests in connection with such bond issuance, including the execution of additional documentation consistent with the provisions herein.

4. Conditions Precedent to the City's Obligations.

a. *General Conditions.* In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall provide the City with, with respect to each entity constituting Developer (A) evidence that such entity constituting Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of its organizational documents, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of its board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement.

ii. [Reserved]

b. *Conditions to Sale of the Property.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the obligation of the City under

this Agreement to sell the Property to Developer is conditioned upon the satisfaction of each and every of the following conditions:

- i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
- ii. Developer shall provide evidence that the Memorandum will be recorded against the Property, at Developer's expense, immediately after the Deed and before any mortgages of the Property.
- iii. The Plans shall have been completed/approved pursuant to Section 2.b above.
- iv. Developer shall provide to the City such the financial information of Developer and the Project Budget, which information shall be in form and content acceptable to the City, including evidence that Developer has available funds and/or secured financing sufficient to complete the budgeted costs of the Project.
- v. Developer shall have affirmatively waived the Due Diligence Contingency and Developer's termination rights herein.
- vi. Developer shall have executed and delivered such other closing documentation reasonably requested by the City or Developer's title company, if any.

c. *Conditions to Completion of the Utility Relocation.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to commence and continue completion of the Utility Relocation is conditioned upon the satisfaction of each and every one of the following conditions:

- i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
- ii. Closing shall have occurred.
- iii. Developer shall provide the City with evidence that the Memorandum was either recorded before any mortgages, leases or any other assignment of all or a portion of the Property, or that such mortgagee, lessee and/or assignee has agreed in writing to subordinate to the terms and conditions of this Agreement.

d. *Conditions to Payment of Each Installment of the Tax Increment Grant.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the

obligation of the City under this Agreement to provide each installment of the Tax Increment Grant is conditioned upon the satisfaction of each and every one of the following conditions:

- i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
- ii. Project Completion shall have occurred on or prior to the Project Completion Deadline.
- iii. Developer shall provide the City with documentation of the Site Fill Work Actual Costs so that the City may determine, in its reasonable judgment, whether the Tax Increment Allocation requires downward adjustment as set forth herein.
- iv. If applicable, all PILOT Payments and Utility Relocation Clawback Payments owed to date shall be paid in full.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and agrees and covenants with the City as of the Effective Date, and again on the day of Closing, and on each day throughout the City's completion of the Utility Relocation, and again at each disbursement of the Tax Increment Grant as follows:

- a. All copies of documents, contracts and agreements which Developer has furnished to the City are true and correct in all material respects.
- b. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.
- c. Developer will pay for all work performed and materials furnished for the Project.
- d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.
- e. Developer (or each entity comprising Developer, if more than one) is duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other

jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

j. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Developer shall fail to pay any amounts due from it under this Agreement on or before the date when due; or

b. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

c. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph (a) above) under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than sixty (60) days following the notice thereof from the City); or

d. Construction of the Project (including the Site Fill Work) shall be abandoned for more than sixty (60) consecutive days (subject to the force majeure provisions below) or if any portion of the Project shall be damaged by fire or other casualty and not repaired, rebuilt or replaced within a reasonable time thereafter; or

e. Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

f. If Developer shall dissolve or shall cease to exist; or

g. A default shall occur on any other indebtedness of or loan to Developer, or a default shall occur under any mortgage or other lien or encumbrance affecting the Property.

Upon the occurrence of any Default, the City at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement and/or under any of the other agreements contemplated herein. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

In addition to and without limiting the City's other rights and remedies herein, in the event Developer fails to timely make a Utility Relocation Clawback Payment or a PILOT Payment in full (in each case, the “Missing Payment”), the City shall have the right, but not the obligation, to provide a notice of failure to pay and right to cure to Developer. Upon said notice, Developer shall have sixty (60) days to make the Missing Payment. If Developer fails to make the Missing Payment after such 60-day notice period, Developer hereby consents to the entry of a judgment in favor of the City, and against Developer, in Waupaca Circuit Court, for the amount of the Missing Payment



(or such lesser amount if a partial payment was made). The City then shall have the express right to see execution of the judgment pursuant to Chapter 815 of the Wisconsin Statutes relating to execution against the property of Developer. In addition to the rights detailed in this paragraph, the City shall have the right, in the event of a Missing Payment, to attach a lien in the amount of such Missing Payment (or such lesser amount if a partial payment was made) to the Property, which lien shall run with the land, and the City may exercise any remedies available in law or in equity to enforce such lien, including, but not limited to, foreclosure.

7. Transfers; Assignment.

a. Transfer of the Property. Prior to Project Completion, Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property or a portion thereof during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, Developer may (i) transfer the Property to an entity controlled by or under common control with Developer without such consent without releasing Developer's liabilities hereunder upon (A) reasonable prior written notice to the City and (B) such transferee executing a joinder to this Agreement which is acceptable to the City, and (ii) lease apartments within the Facility. From and after Project Completion, no such City consent shall be required.

b. Assignment of Development Agreement. Prior to Project Completion, Developer shall not have the right to assign this Agreement (including, without limitation, the right to receive Tax Increment Grant payments) to any other party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, Developer may assign this Agreement to an entity controlled by or under common control with Developer without such consent simultaneously with the transfer of the Property to such entity, provided that such assignee signs a joinder to this Agreement which is acceptable to the City. No assignment of this Agreement shall serve to release Developer from any liability or obligations under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. From and after Project Completion, no such City consent shall be required.

8. Term. The term of this Agreement shall commence on the Effective Date and shall continue, unless terminated earlier as provided herein, until the termination of the TID.

9. Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

S. C. Swiderski, LLC  
401 Ranger St.  
Mosinee, WI 54455  
Attn: Kortni Wolf

SCS Wolf River LLC  
401 Ranger St.  
Mosinee, WI 54455  
Attn: Kortni Wolf

Notices to the City:

City of New London  
215 N. Shawano Street  
New London, WI 94961  
Attn: City Clerk

*with a copy to:*

City of New London  
215 N. Shawano Street  
New London, WI 54961  
Attn: City Administrator

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

10. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, and unusually severe weather; it being the parties' purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of such party shall be equitably extended for the period of the delay.

11. Joint and Several Obligations. In the event Developer is made up of more than one person or entity (including an additional Developer entity added later by a joinder agreement), each shall each be jointly and severally liable for the performance of all obligations of Developer under this Agreement, and the City may bring suit against either of them, jointly or severally, or against both of them.

12. Miscellaneous.

a. No Personal Liability. Under no circumstances shall any alderperson, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

b. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

c. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

d. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

e. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

f. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin.

g. Recording. Recording of this Agreement is prohibited except for the Memorandum. The parties agree that the form of memorandum attached hereto as Exhibit F is acceptable to all parties.

h. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next business day.

i. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

j. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

k. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

**DEVELOPER:**

S. C. SWIDERSKI, LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name:  
Title:

SCS WOLF RIVER LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**THE CITY:**

CITY OF NEW LONDON

By: \_\_\_\_\_  
Mark Herter, Mayor

Attest: \_\_\_\_\_  
Nicole Lemke, Clerk

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

LOT 1 OF CERTIFIED SURVEY MAP NO. 8133 RECORDED IN VOLUME 35 OF CSMs, PAGE 33, AS DOCUMENT NO. 909250, BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6755 RECORDED IN VOLUME 25 OF CSM'S, PAGE 39, AS DOCUMENT NO. 742444, IN SECTION 12, TOWNSHIP 22 NORTH, RANGE 14 EAST, CITY OF NEW LONDON, WAUPACA COUNTY, WISCONSIN.

**EXHIBIT B**

**CONCEPTUAL DRAWINGS**

[Attached.]

# SCS Wolf River



# COO & Advisory Board of Directors



## Nathanael Popp

Chief Operating Officer

Experience: 17 years of construction and management  
University of Wisconsin- Stout, Bachelor of Science in Industrial Management  
WI Real Estate License  
Role: Handles company strategic direction and project financing



## Jacqui McElroy

Director of Business Development

Experience: 23 years of real estate and development  
St. Cloud State University, Bachelor of Science in Marketing  
WI Real Estate License  
Role: Handles project selection, planning and feasibility



## Tom Woller

Director of Construction

Experience: 32 years of construction and project management  
Role: Handles project budgets, schedules, materials and contracting



# Development Team

SCS has a dedicated and experienced development team to work through the planning and entitlement process, ensuring clear communication and efficiencies for the municipality.

**Kortni  
Wolf**



Business Development  
Manager

**Nate  
Heuss**



Architect

**Madeline  
Check**



Development Designer

**Connor  
Langbehn**



Acquisition Coordinator

**Nick  
Ockwig**



Design Coordinator

**Tristan  
Chapman-Frank**



Development Drafter

**Stacy  
Stephanus**



Development Coordinator

# Design Team

S.C. Swiderski has an architectural and structural design team that designs our buildings.



**Dawn  
Keel**

Production Design  
Manager



**Alison  
Baxter**

Architectural Designer II



**Jeremy  
Kurkowski**

Vertex Application Engineer



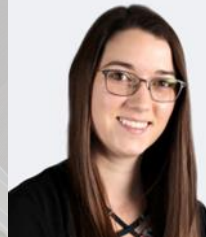
**Hadleigh  
Baumann**

Interior Designer



**Bryce  
Miller**

Architectural Designer I



**Sierra  
Braun**

Architectural Drafter I

# Location: Wolf River Ave & Smith St. Waupaca County

New London, WI | 4.068 Acres



# CSM: Lot 1 of CSM 6755

## CERTIFIED SURVEY MAP 8133

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6755 RECORDED IN VOLUME 25 OF CSM'S, PAGE 39, AS DOCUMENT NO. 766130, BEING PART OF BLOCK 1 OF BUCK AND DICKINSON'S ADDITION TO THE CITY OF NEW LONDON, IOWA, PART OF LOTS 1 THROUGH 13 OF BLOCK 13, ALL OF BLOCK 14, ALL OF LOTS 1 AND 8 OF BLOCK 15, AND PART OF LOTS 2 AND 7 OF BLOCK 16, ALL OF VACATED SMITH STREET, PART OF VACATED WYMAN STREET AND PART OF VACATED SOUTH WATER STREET LOCATED IN GOVERNMENT LOTS 1 AND 2, ALL IN SECTION 12, TOWNSHIP 22 NORTH, RANGE 14 EAST, CITY OF NEW LONDON, IOWA.

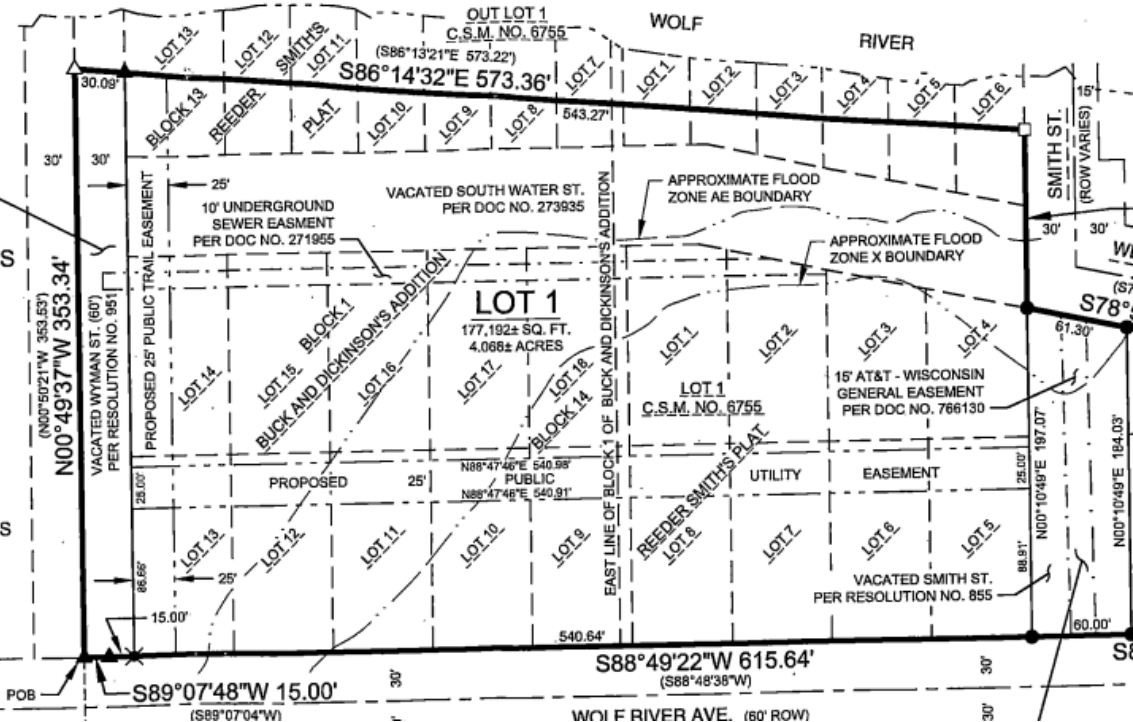
BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83), CENTRAL ZONE. THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12, T.22N. R.14E. BEARS N87°58'46"E

**DEDICATED TO  
THE PUBLIC  
FOR ROADWAY PURPOSES**

10,563± SQ. FT.  
0.242± ACRES

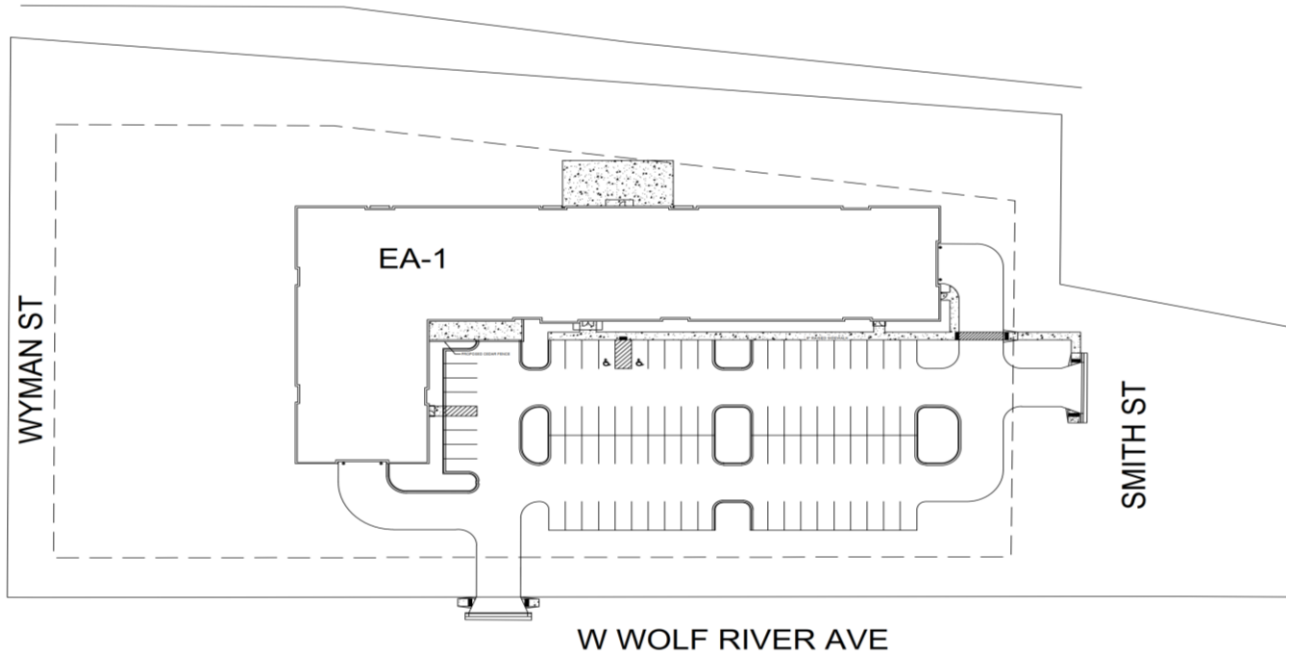
### LEGEND

- ▲ SET MAG NAIL
- △ FOUND MAG NAIL
- FOUND
- 3/4" REBAR
- ✕ FOUND CUT CROSS
- SET 3/4" REBAR
- ✕ SET CUT CROSS
- EXISTING EASEMENT
- PROPOSED EASEMENT



WOLF RIVER AVE. (60' ROW)

# Site Plan



# Site Plan Rendering



WYMAN ST

SMITH ST

W WOLF RIVER AVE

# Project Summary

## LAND AND PARKING

- **Zoning: Planned Unit Development**
- **Acres: 4.068 acres**
- **Surface Parking Spaces: 85**
- **Surface Accessible Parking Spaces: 2**
- **Total Surface Stalls: 87**
- **Interior Parking Stalls: 62**
- **Interior Accessible Parking Stalls: 2**
- **Total Interior Stalls: 64**
- **Total Parking Spaces: 151**
- **Parking Per Unit: 1.54 spaces**

## UNIT INFO

- **Eden Building: 4 Levels**
- **Floor Plans: 16**
- **Studio: 16 Units**
- **Studio Suite: 31 Units**
- **1 Bedroom: 42 Units**
- **2 Bedroom: 9 Units**
- **Total Multifamily Units: 98**

## RENTAL UNIT INFO

- **Outdoor Patio overlooking Wolf River**
- **Fitness Center**
- **Yoga Studio**
- **Community Room**
- **Conference Room**
- **Indoor Parking**
- **Electric Car Charging stations**
- **On Site Management**
- **In-Unit Laundry**
- **Rent includes Heat, Water, Sewer, Cable & WIFI**

# Ivy Rendering





# Ivy Rendering



# Ivy Rendering



# Ivy Rendering



# EXTERIORS

## Masonry

Brick: County Materials-Heritage Series-Amber Rose

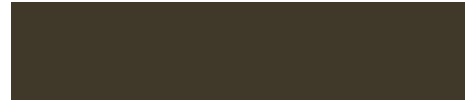


Stone: County Materials-Refecton-Enchantment

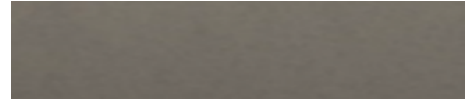


## Metal Panels

Vertical Panels: AEP Span HR-36 - Midnight Bronze



Horizontal Panels: AEP Span-Vintage



## Siding Colors

Main field: Mahogany



Accent/ Sherwin Williams-Pavestone or equivalent



Accent/ Sherwin Williams-Gauntlet Gray or equivalent



# SCS Leasing

- Professionally trained on-site staff.
- Highly experienced area manager and administrative support staff.
- Comprehensive applicant screening process:
  1. income guideline
  2. background check
  3. credit check
- Extensive rules and regulations enforced for all tenants.
- In compliance with all Equal Housing Opportunity criteria.
- Tenant portal for on-line payments and maintenance requests.
- Virtual tours and contactless transactions available.



# SCS Maintenance

To keep our sites secure and ensure peace of mind, SCS Maintenance and Grounds Crews operate SCS marked vehicles and wear SCS attire. This also assures tenants that any staff present is from SCS.

## REGULARLY SCHEDULED Maintenance

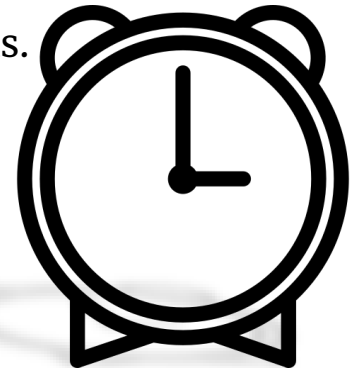
- Pressure washing of building.
- Annual dryer vent cleaning.
- Monthly building lighting and general building inspections.
- Regular landscape inspections.
- Annual inspection of asphalt parking and driveway areas.
- Filter changes per type of equipment specifications.
- Annual testing of fire alarms & fire suppression systems.

## AVERAGE RESPONSE TIME

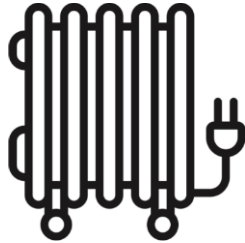
1 days 20 hours and 2 minutes

## AVERAGE WORK ORDER COMPLETION

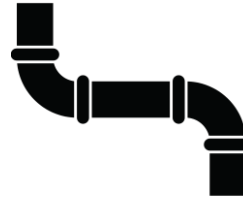
55 minutes



# INCLUDED IN RENT RATES



Hydronic  
Heat



Water



Sewer



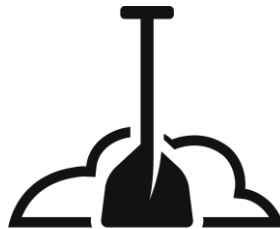
Cable



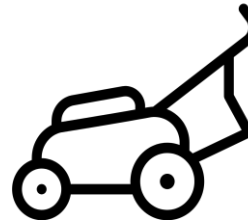
Wireless  
Internet



Trash  
Removal



Snow  
Removal



Lawn Care



Individual  
Thermostats

## SCS LOCATIONS & OCCUPANCY

As a fully integrated company, S.C. Swiderski, LLC owns and manages all of its apartment locations. S.C. Swiderski is steadily expanding throughout Wisconsin, with multi-family locations in 20 cities across the state. S.C. Swiderski manages a total of 2,273 individual apartment units throughout our multi-family locations.

S.C. Swiderski aims to provide a unique rental experience to our tenants by exceeding expectations with our professional on-site staff and dedicated maintenance team. In correlation with our exceptional customer services, the company holds an above-average occupancy rate of 98% in all of our stabilized properties.



Eagle River



Medford



Stanley



Edgar



Merrill



Stevens Point



Eau Claire



Mosinee



Sturgeon Bay



Kronenwetter



Oshkosh



Waupaca



Hortonville



Plover



Wausau



Marathon City



Rice Lake



Weston



Marshfield



Shawano



Wisconsin Rapids



**EXHIBIT C**

**SITE FILL WORK  
PRELIMINARY SCOPE OF WORK**

[Attached.]



**EXHIBIT D**

**ANTICIPATED TAX INCREMENT GRANT PAYMENT SCHEDULE**

**\*\*\*FOR INFORMATIONAL PURPOSES ONLY\*\*\***

[Attached.]

## Anticipated Tax Increment Grant Payment Schedule

Construction Year	Revenue/Grant Payment Year	Anticipated Increment	50% Increment Grant paid to SCS*	Total Grant Paid
2023	2025	\$ 99,047.00	\$ 49,523.50	\$ 49,523.50
2024	2026	\$ 298,134.00	\$ 149,067.00	\$ 198,590.50
2025	2027	\$ 201,115.00	\$ 100,557.50	\$ 299,148.00
2026	2028	\$ 304,126.00	\$ 100,852.00	\$ 400,000.00

*\*Grant payment provided is an estimate, actual grant payments will be based off of verified equalized assessed values added to parcel.*

**EXHIBIT E**

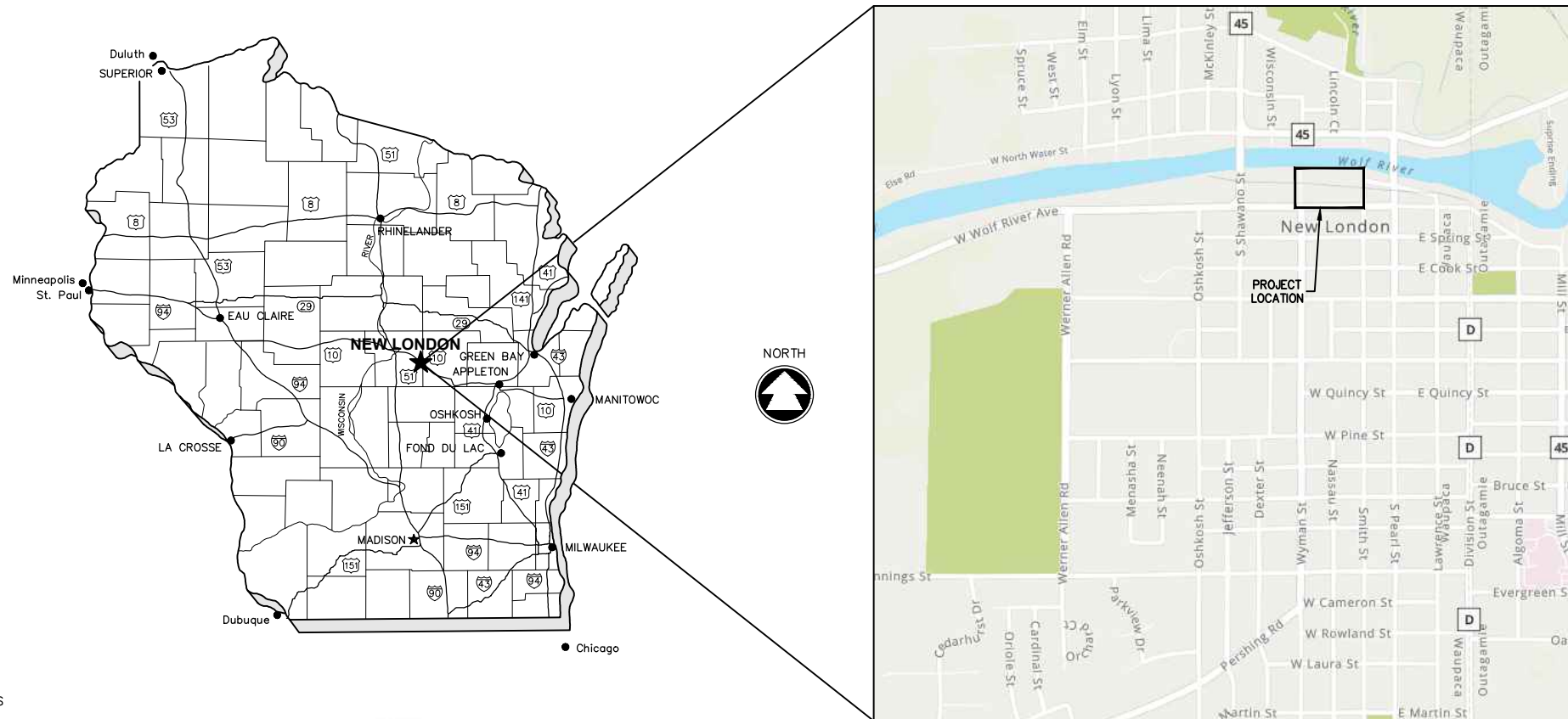
**UTILITY RELOCATION DESIGN**

[ATTACH TO THIS COVER PAGE]

[Attached.]

# WOLF RIVER AVE. REDEVELOPMENT UTILITY RECONSTRUCTION CITY OF NEW LONDON

WAUPACA COUNTY, WISCONSIN  
MCM # N0009-09-21-00642



## SHEET INDEX

- 01 ABBREVIATIONS, SYMBOLS & NOTES
- 02 WYMAN STREET
- 03 SANITARY SEWER EASEMENT
- 04 SMITH STREET
- 05 WOLF RIVER AVE. (ALTERNATE BIDS A & B)
- 06 EROSION CONTROL DETAILS
- 07-09 MISCELLANEOUS DETAILS

## CONTACT INFORMATION

### DESIGN CONTACT

McMAHON ASSOCIATES, INC.  
BRAD WERNER  
1445 McMAHON DRIVE  
NEENAH, WI 54956  
(920) 751-4200  
bwerner@mcmgrp.com

### NEW LONDON

ROBERT GARSKE  
DIRECTOR OF PUBLIC WORKS  
(920) 982-8500  
rgarske@newlondonwi.org

### NEW LONDON UTILITIES WATER

JASON BESSETTE  
(920) 982-8516  
jbessette@nlwi.org



**DIGGERSHOTLINE**  
Dial 811 or (800) 242-8511  
www.DiggersHotline.com

**McMAHON**  
ENGINEERS ARCHITECTS  
McMAHON ASSOCIATES, INC.  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

DATE  
FEBRUARY, 2023  
PROJECT NO.  
N0009-09-21-00642

Jobs: WA PROJECTS\N0009\092100642\CADD\Option 2 - JSD\Civil3D\Plan Sheets - CoverNotesDetails.dwg, 01 abbreviations - symbols & notes, Plot Date: 2/17/2023 11:18 AM, xref: none

**STANDARD ABBREVIATIONS**

AC	AGG	AH	ASPH	AVG	B-B	BEG	BIT	BK	B/L	BLDG	BM	BOC	BRG	C-C	CY	C&G	CB	CE	CHD	C/L	CL	CMP	CO	CONC	CORR	CP	CR	CS	CSW	CTH	CULV	D	DI	DIA	DIS	EA	EB	EBS	EG	ELEV	ELEC	EMB	EMAT	ENT	EOR	EP	EXC	EX	EW	F-F	FDN	FE	FERT	FG	F/L	FT	FTG	GRAV	GN	GV	HDPE	HE	HMA	HP	HT	HYD	ID	IN	INL	INV	IP	JCT	LB	LF	LP	ACRE	AGGREGATE	AHEAD	ASPHALT PAVEMENT	AVERAGE	BACK TO BACK	BEGIN	BITUMINOUS	BACK	BASE LINE	BUILDING	BENCH MARK	BACK OF CURB	BEARING	CENTER TO CENTER	CUBIC YARD	CURB AND GUTTER	CATCH BASIN	COMMERCIAL ENTRANCE	CHORD	CENTER LINE	CLASS (FOR CONC PIPE)	CORRUGATED METAL PIPE	CLEAN OUT	CONCRETE	CORRUGATED	CONTROL POINT	CRUSHED	CURB STOP	CONCRETE SIDEWALK	COUNTY TRUNK HIGHWAY	CULVERT	DEPTH OR DELTA	DUCTILE IRON	DIAMETER	DISCHARGE	EACH	EASTBOUND	EXCAVATION BELOW SUBGRADE	EDGE OF GRAVEL	ELEVATION	ELECTRIC	EMBANKMENT	EROSION MAT	ENTRANCE	END OF RADIUS	EDGE OF PAVEMENT	EXCAVATION	EXISTING	ENDWALL	FACE TO FACE	FOUNDATION	FIELD ENTRANCE	FERTILIZER	FINISHED GRADE	FLOW LINE	FOOT	FOOTING	GRAVEL	GRID NORTH	GAS VALVE	HIGH DENSITY POLYETHYLENE	HIGHWAY EASEMENT	HOT MIX ASPHALT	HIGH POINT	HEIGHT	HYDRANT	INSIDE DIAMETER	INCH	INLET	INVERT	IRON PIPE	JUNCTION	POUND	LINEAR FOOT	LIGHT POLE	LT	LVC	MAINT	MAT'L	MAX	MIN	MH	MP	NB	NO	NOR	OD	OBLIT	PAVT	PC	PCC	PE	PED	PGL	PI	P/L	PLE	PP	PRC	PROP	PSD	PSI	PT	PVC	PVI	PVT	R	RCP	RD	REBAR	RECON	REQ'D	R/L	RP	RR	RT	R/W	SB	SE	SF	SI	STH	SY	SALV	SAN	SEC	SHLDR	S/L	SQ	STA	STD	STO	SW	TC	TEL	TEMP	TLE	TV	TYP	UG	USH	VAR	VC	VERT	WB	WM	WV	LEFT	LENGTH OF VERTICAL CURVE	MAINTENANCE	MATERIAL	MAXIMUM	MINIMUM	MANHOLE	MILE POST	NORTHBOUND	NUMBER	NORMAL	OUTSIDE DIAMETER	OBLITERATE	PAVEMENT	POINT OF CURVATURE	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVATURE	PRIVATE ENTRANCE	PEDESTAL	PROFILE GRADE LINE	POINT OF INTERSECTION	PROPERTY LINE	PERMANENT LIMITED EASEMENT	POWER POLE	POINT OF REVERSE CURVATURE	PROPOSED	PASSING SIGHT DISTANCE	POUNDS PER SQUARE INCH	POINT OF TANGENCY	POLYVINYL CHLORIDE OR	POINT OF VERTICAL CURVATURE	POINT OF VERTICAL INTERSECTION	POINT OF VERTICAL TANGENCY	RADIUS	REINFORCED CONCRETE PIPE	ROAD	REINFORCEMENT ROD	REMOVE	RECONSTRUCT	REQUIRED	REFERENCE LINE	RADIUS POINT	RAILROAD	RIGHT	RIGHT-OF-WAY	SOUTHBOUND	SUPERELEVATION	SQUARE FEET	SLOPE INTERCEPT	STATE TRUNK HIGHWAY	SQUARE YARD	SALVAGED	SANITARY	SECTION	SHOULDER	SURVEY LINE	SQUARE	STATION	STANDARD	STORM	SIDEWALK	TOP OF CURB	TELEPHONE	TEMPORARY	TEMPORARY LIMITED EASEMENT	TELEVISION	TYPICAL	UNDERGROUND	U.S. HIGHWAY	VARIES	VERTICAL CURVE	VERTICAL	WESTBOUND	WATER MAIN	WATER VALVE
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**GENERAL NOTES**

- THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, INCLUDING ANY PRIVATE UTILITIES, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES SHALL BE NOTIFIED 72 HRS. PRIOR TO EXCAVATION.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PROPOSED SITE GRADES BY FIELD CHECKING TWO (2) BENCHMARKS AND A MINIMUM OF ONE (1) SITE FEATURE AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY MCMAHON OF ANY VERTICAL DISCREPANCY.
- THE PROPERTY LINES, RIGHT-OF-WAY LINES AND OTHER PROPERTY INFORMATION ON THIS DRAWING WERE DEVELOPED OR OBTAINED AS PART OF THE COUNTY GEOGRAPHIC INFORMATION SYSTEM OR THROUGH THE COUNTY PROPERTY TAX MAPPING FUNCTION. MCMAHON DOES NOT GUARANTEE THIS INFORMATION TO BE CORRECT, CURRENT OR COMPLETE. THE PROPERTY AND RIGHT-OF-WAY INFORMATION ARE INTENDED FOR USE AS A GENERAL REFERENCE AND ARE NOT INTENDED OR SUITABLE FOR SITE-SPECIFIC USES. ANY USE TO THE CONTRARY OF THE ABOVE STATED USES IS THE RESPONSIBILITY OF THE USER AND SUCH USE IS AT THE USER'S OWN RISK.
- NO TREES OR SHRUBS ARE TO BE REMOVED WITHOUT PRIOR APPROVAL FROM THE OWNER.
- A SAWED JOINT IS REQUIRED WHERE NEW HMA PAVEMENT MATCHES EXISTING ASPHALTIC CONCRETE SURFACE.
- ALL CURB RADII SHOWN ON THE PLAN SHEETS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
- DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

**STANDARD SYMBOLS (PLAN VIEW ONLY)**

	2" IRON PIPE FOUND		TELEPHONE CABLE - BURIED
	1 1/4" REBAR FOUND		ELECTRIC CABLE - BURIED
	1 1/4" x 30" IRON REBAR WEIGHING 4.30 LB/LF SET		UTILITIES - OVERHEAD
	1" (1.315 OD) IRON PIPE FOUND		FIBER OPTIC CABLE - BURIED
	1" IRON PIPE SET		GAS MAIN
	3/4" IRON REBAR FOUND		CABLE TELEVISION - BURIED
	3/4" IRON PIPE FOUND		DITCH LINE
	3/4" x 24" IRON REBAR WEIGHING 1.5 LB/LF SET		STREET C/L OR R/L
	MAG NAIL FOUND		PROPERTY LINE
	MAG NAIL SET		RIGHT-OF-WAY LINE
	MAG SPIKE FOUND		SECTION LINE
	MAG SPIKE SET		EXISTING CONTOURS
	CHISEL CROSS FOUND		PROPOSED CONTOURS
	CHISEL CROSS SET		EXISTING FORCEMAIN SEWER
	COUNTY MONUMENT		EXISTING SANITARY SEWER
	CONCRETE MONUMENT FOUND		PROPOSED SANITARY SEWER
	CONTROL POINT HORIZONTAL		EXISTING WATER MAIN
	VERTICAL BENCHMARK		PROPOSED WATER MAIN
	SOIL BORING OR MONITORING WELL		EXISTING STORM SEWER
	POWER POLE		PROPOSED STORM SEWER
	POWER POLE W/GUY WIRE		EXISTING CURB & GUTTER
	TELEPHONE OR TELEVISION PEDESTAL		PROPOSED CURB & GUTTER
	MAILBOX		PROPOSED REJECT CURB & GUTTER
	SIGN		EXISTING CULVERT WITH END SECTIONS
	RAILROAD CROSS BUCK		PROPOSED CULVERT WITH END SECTIONS
	RAILROAD GATE ARM		BUILDING OUTLINE
	RAILROAD TRACKS		FENCE LINE
	LIGHT POLE		SAW CUT REQ'D
	WOOD POLE		SILT FENCE
	TRAFFIC SIGNAL		GUARD RAIL
	TRAFFIC SIGNAL MAST ARM		DITCH CHECK
	CONIFEROUS TREE		INLET PROTECTION
	DECIDUOUS TREE		TRACKING PAD
	TREE OR BRUSH LINE		TURBIDITY BARRIER OR SHEET PILING
	BED ROCK (IN PROFILE VIEW)		SANDBAG COFFERDAM
	HANDICAPPED PARKING STALL		SLOPE INTERCEPT
	EXISTING SPOT ELEVATION		LIMITS OF DISTURBANCE
	PROPOSED SPOT ELEVATION		
	DRAINAGE HIGH POINT		
	DRAINAGE DIRECTION		
	EXISTING MANHOLE		
	PROPOSED MANHOLE		
	EXISTING INLET		
	PROPOSED INLET		
	EXISTING YARD DRAIN		
	PROPOSED YARD DRAIN		
	EXISTING CLEAN OUT		
	PROPOSED CLEAN OUT		
	EXISTING DOWNSPOUT		
	PROPOSED DOWNSPOUT		
	EXISTING WATER VALVE		
	PROPOSED WATER VALVE		
	EXISTING CURB STOP		
	PROPOSED CURB STOP		
	EXISTING FIRE HYDRANT		
	PROPOSED FIRE HYDRANT		
	PROPOSED WATER FITTING		
	PROPOSED WATER REDUCER		
	PROPOSED ENDCAP		
	GAS VALVE		

**EROSION & SEDIMENT CONTROL PLAN**

**BEST MANAGEMENT PRACTICES:**

THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING, MAINTAINING AND REMOVING BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS. THESE STANDARDS MAY BE FOUND ON THE DNR WEBSITE AT <http://www.dnr.wi.gov/dunoff/stormwater/techstds.htm>. RIP-RAP SHALL BE IN ACCORDANCE WITH SECTION 606, WS-DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, UNTIL TECHNICAL STANDARD 1065 IS COMPLETED BY THE DNR. THE MINIMUM BEST MANAGEMENT PRACTICES SPECIFIED FOR THIS PROJECT ARE AS FOLLOWS:

- |   |   |
|---|---|
| <input type="checkbox"/> LAND APPLICATION OF POLYACRYLAMIDE (1050)      | <input type="checkbox"/> DE-WATERING (1061)                     |
| <input type="checkbox"/> WATER APPLICATION OF POLYMERS (1051)           | <input type="checkbox"/> DITCH CHECK (1062)                     |
| <input checked="" type="checkbox"/> NON-CHANNEL EROSION MAT (1052)      | <input type="checkbox"/> SEDIMENT TRAP (1063)                   |
| <input type="checkbox"/> CHANNEL EROSION MAT (1053)                     | <input type="checkbox"/> SEDIMENT BASIN (1064)                  |
| <input type="checkbox"/> VEGETATIVE BUFFER (1054)                       | <input type="checkbox"/> RIP-RAP (1065)                         |
| <input checked="" type="checkbox"/> SEDIMENT BALE BARRIER (1055)        | <input type="checkbox"/> CONSTRUCTION DIVERSION (1066)          |
| <input checked="" type="checkbox"/> SILT FENCE (1056)                   | <input type="checkbox"/> GRADING PRACTICES (1067)               |
| <input type="checkbox"/> TRACKING PAD & TIRE WASHING (1057)             | <input type="checkbox"/> DUST CONTROL (1068)                    |
| <input checked="" type="checkbox"/> MULCHING (1058)                     | <input type="checkbox"/> TURBIDITY BARRIER (1069)               |
| <input checked="" type="checkbox"/> SEEDING (1059)                      | <input type="checkbox"/> SILT CURTAIN (1070)                    |
| <input checked="" type="checkbox"/> STORM DRAIN INLET PROTECTION (1060) | <input type="checkbox"/> MANUFACTURED PERIMETER PRODUCTS (1071) |

THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES AND IMPLEMENT BEST MANAGEMENT PRACTICES TO PREVENT OR REDUCE ALL OF THE FOLLOWING:

- DEPOSITION OR TRACKING OF SOIL ONTO STREETS BY VEHICLES.
- DISCHARGE OF SEDIMENT INTO STORM WATER INLETS.
- DISCHARGE OF SEDIMENT INTO ADJACENT STREAMS, RIVERS, LAKES AND WETLANDS.
- DISCHARGE OF SEDIMENT FROM DITCHES AND STORM SEWERS THAT FLOW OFFSITE.
- DISCHARGE OF SEDIMENT FROM DEWATERING ACTIVITIES.
- DISCHARGE OF SEDIMENT FROM SOIL STOCKPILES EXISTING FOR 7 DAYS OR MORE.
- DISCHARGE OF SEDIMENT FROM EROSION OUTLET FLOWS.
- TRANSPORT OF CHEMICALS, CEMENT AND BUILDING MATERIALS BY RUNOFF.
- TRANSPORT OF UNTREATED VEHICLE AND WHEEL WASH WATER BY RUNOFF.

THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING PREVENTATIVE MEASURES:

- PRESERVE EXISTING VEGETATION WHENEVER POSSIBLE.
- MINIMIZE SOIL COMPACTION AND PRESERVE TOPSOIL.
- MINIMIZE LAND DISTURBANCES ON SLOPES OF 20% OR MORE.
- MINIMIZE THE AMOUNT OF SOIL EXPOSED AT ANY ONE TIME.
- DIVERT CLEAR WATER AWAY FROM EXPOSED SOILS.
- TEMPORARILY STABILIZE EXPOSED SOILS THAT WILL NOT BE ACTIVE FOR 14 DAYS OR MORE. USE MULCHING, SEEDING, POLYACRYLAMIDE OR GRAVELING TO STABILIZE.
- PERMANENTLY STABILIZE EXPOSED SOILS AS SOON AS POSSIBLE.
- CONTRACTOR SHALL EDUCATE ITS EMPLOYEES AND SUBCONTRACTORS ABOUT PROPER SPILL PREVENTION AND RESPONSE PROCEDURES. IF A SPILL OCCURS, THE CONTRACTOR SHALL EVACUATE THE AREA AND IMMEDIATELY NOTIFY THE LOCAL MUNICIPALITY, FIRE DEPARTMENT OR 911 EMERGENCY SYSTEM. IF NO FIRE, EXPLOSION OR LIFE / HEALTH SAFETY HAZARD EXISTS, THE NEXT STEP IS TO CONTAIN THE SPILL AND PERFORM CLEANUP. USE DRY CLEANUP METHODS, NOT WET.

THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING BEST MANAGEMENT PRACTICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES BY THE END OF THE WORK DAY. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING BEST MANAGEMENT PRACTICES TEMPORARILY REMOVED FOR CONSTRUCTION ACTIVITY AS SOON AS THOSE ACTIVITIES ARE COMPLETED. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND DISPOSING OF TEMPORARY BEST MANAGEMENT PRACTICES AFTER CONSTRUCTION IS COMPLETE AND PERMANENT VEGETATION IS ESTABLISHED.

**INSPECTION & MAINTENANCE:**

THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING BEST MANAGEMENT PRACTICES WEEKLY, AND WITHIN 24 HOURS FOLLOWING A RAINFALL OF 0.5 INCHES OR GREATER. WRITTEN DOCUMENTATION OF EACH INSPECTION SHALL BE KEPT AT THE CONSTRUCTION SITE AND SHALL INCLUDE THE FOLLOWING INFORMATION: DATE, TIME, AND LOCATION OF INSPECTION; NAME OF INDIVIDUAL WHO PERFORMED THE INSPECTION; AN ASSESSMENT OF THE CONDITION OF BEST MANAGEMENT PRACTICES; A DESCRIPTION OF ANY BEST MANAGEMENT PRACTICE IMPLEMENTATION AND MAINTENANCE PERFORMED; AND A DESCRIPTION OF THE PRESENT PHASE OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, REPAIRING, OR REPLACING BEST MANAGEMENT PRACTICES AS NECESSARY WITHIN 24 HOURS OF AN INSPECTION OR NOTIFICATION. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING, MAINTAINING, REPAIRING, OR REPLACING BEST MANAGEMENT PRACTICES UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY IS COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER IS ESTABLISHED WITH A DENSITY OF AT LEAST 70%.

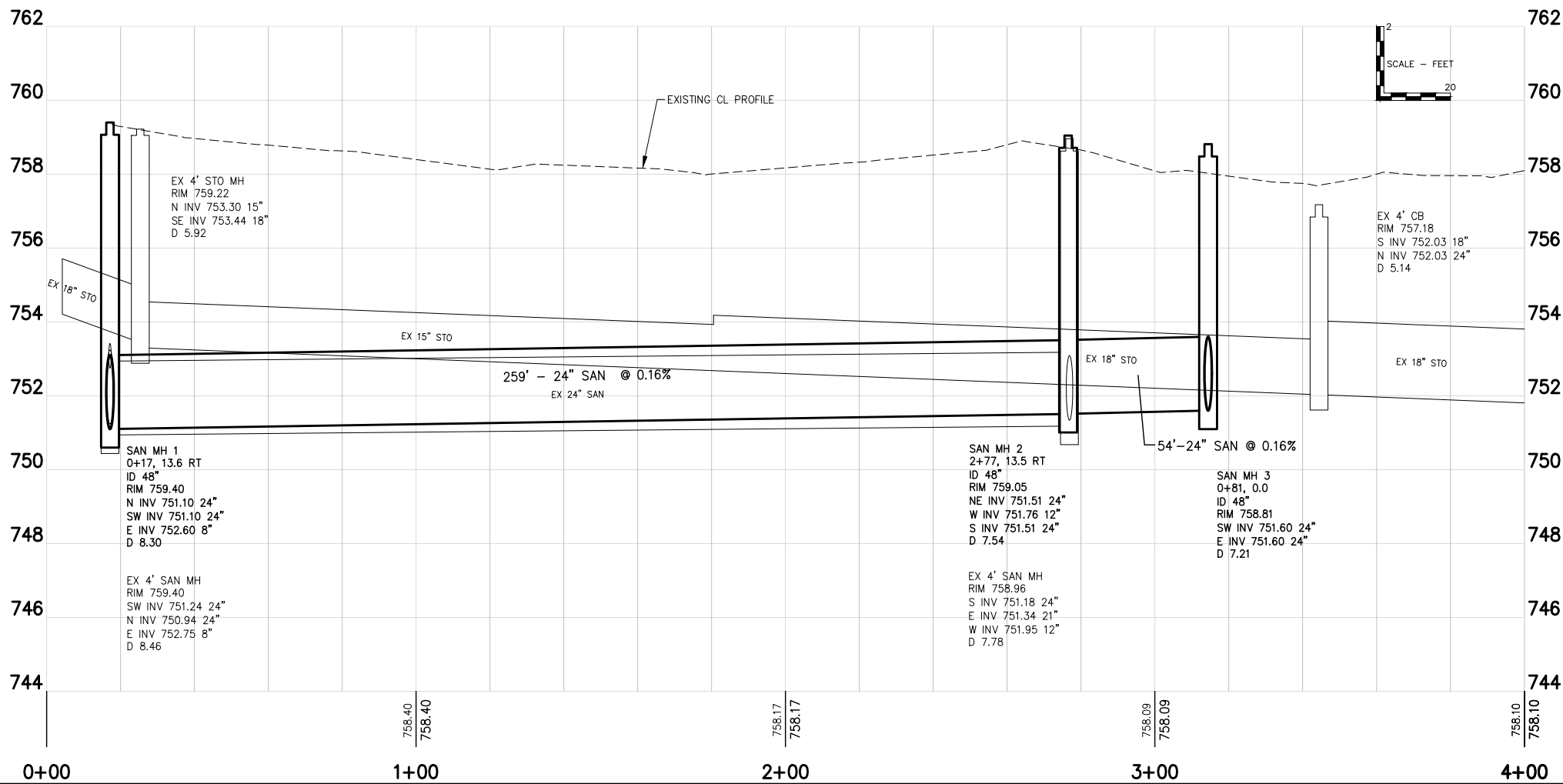
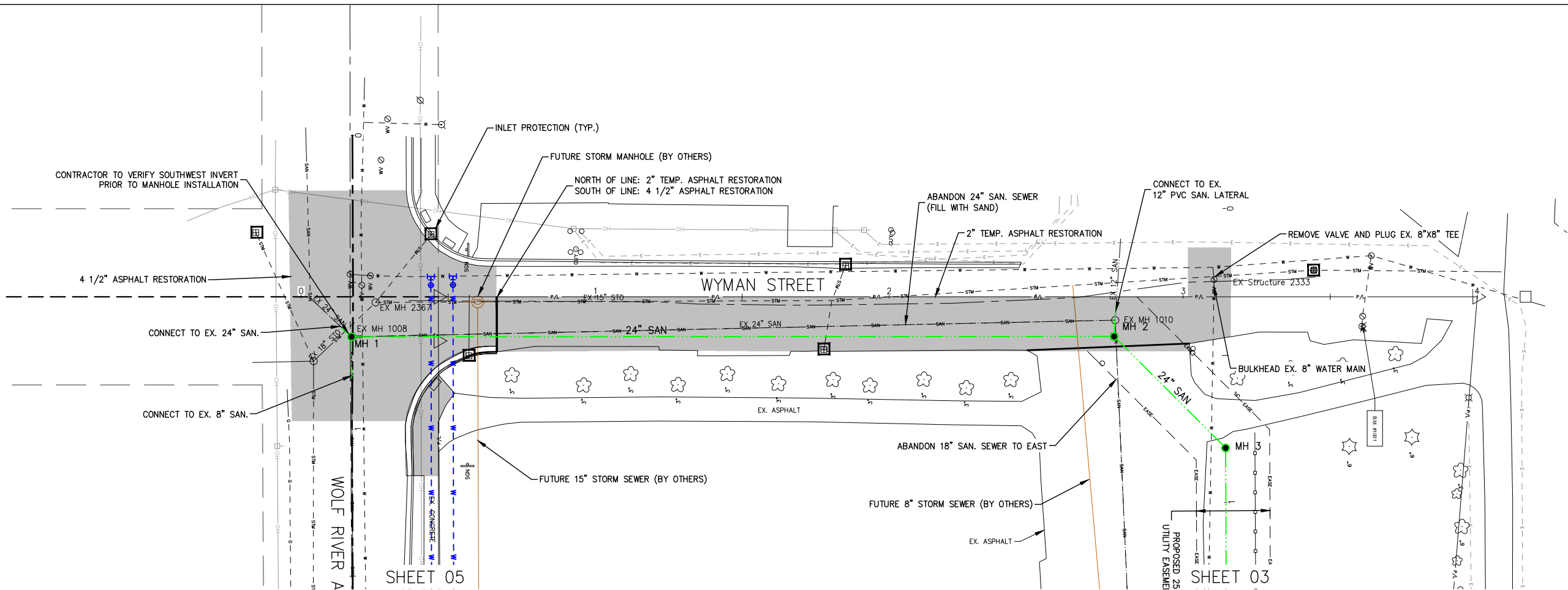
THE CONTRACTOR IS RESPONSIBLE FOR POSTING THE PERMIT IN A CONSPICUOUS LOCATION ON THE CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING A COPY OF THE APPROVED REPORTS, PLANS, AMENDMENTS, INSPECTION REPORTS, AND PERMITS AT THE CONSTRUCTION SITE AT ALL TIMES UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY IS COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER IS ESTABLISHED WITH A DENSITY OF AT LEAST 70%. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE OWNER WHEN THE VEGETATIVE DENSITY REACHES AT LEAST 70%. THE OWNER IS RESPONSIBLE FOR TERMINATING DNR PERMIT COVERAGE.

**AMENDMENTS:**

THE CONTRACTOR IS RESPONSIBLE FOR AMENDING THE EROSION & SEDIMENT CONTROL PLAN IF: THERE IS A CHANGE IN CONSTRUCTION, OPERATION OR MAINTENANCE AT THE SITE WHICH HAS THE REASONABLE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS; THE ACTIONS REQUIRED BY THE PLAN FAIL TO REDUCE THE IMPACTS OF POLLUTANTS CARRIED BY CONSTRUCTION SITE RUNOFF; OR IF THE DNR NOTIFIES THE APPLICANT OF CHANGES NEEDED IN THE PLAN. THE DNR AND OWNER SHALL BE NOTIFIED 5 WORKING DAYS PRIOR TO MAKING CHANGES TO THE PLAN.

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PROJECT NO. N0009-09-21-00642	
DATE FEBRUARY, 2023	
SHEET NO. <b>01</b>	

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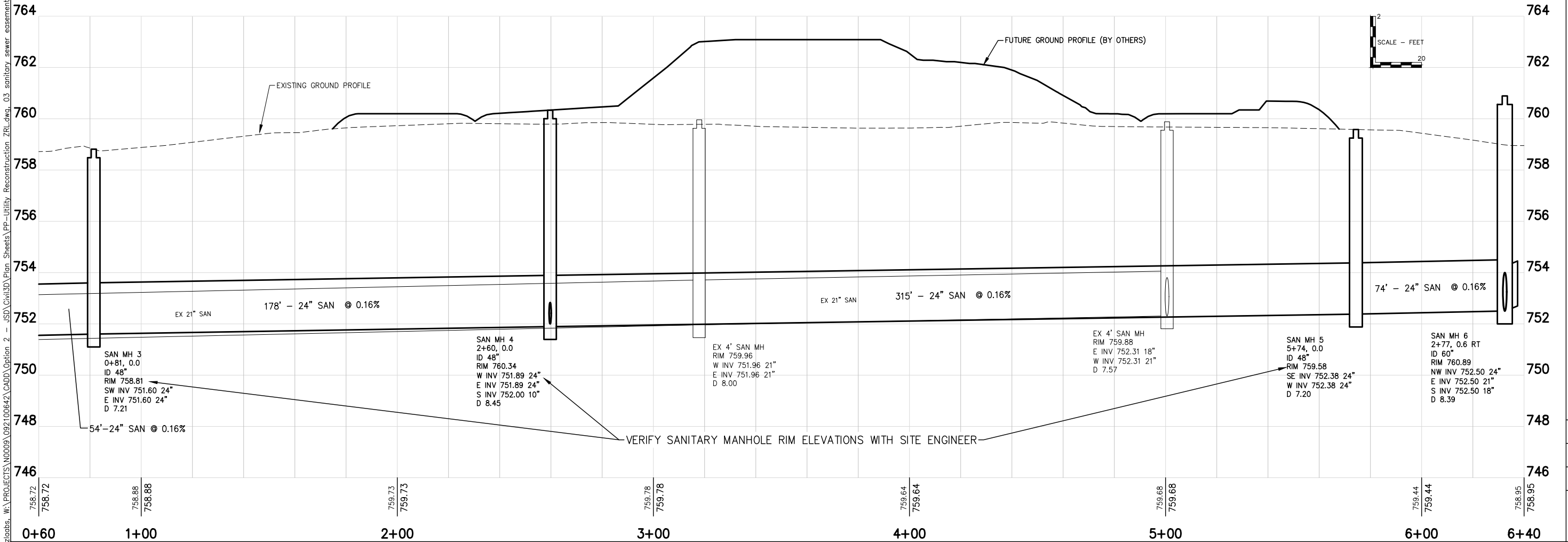
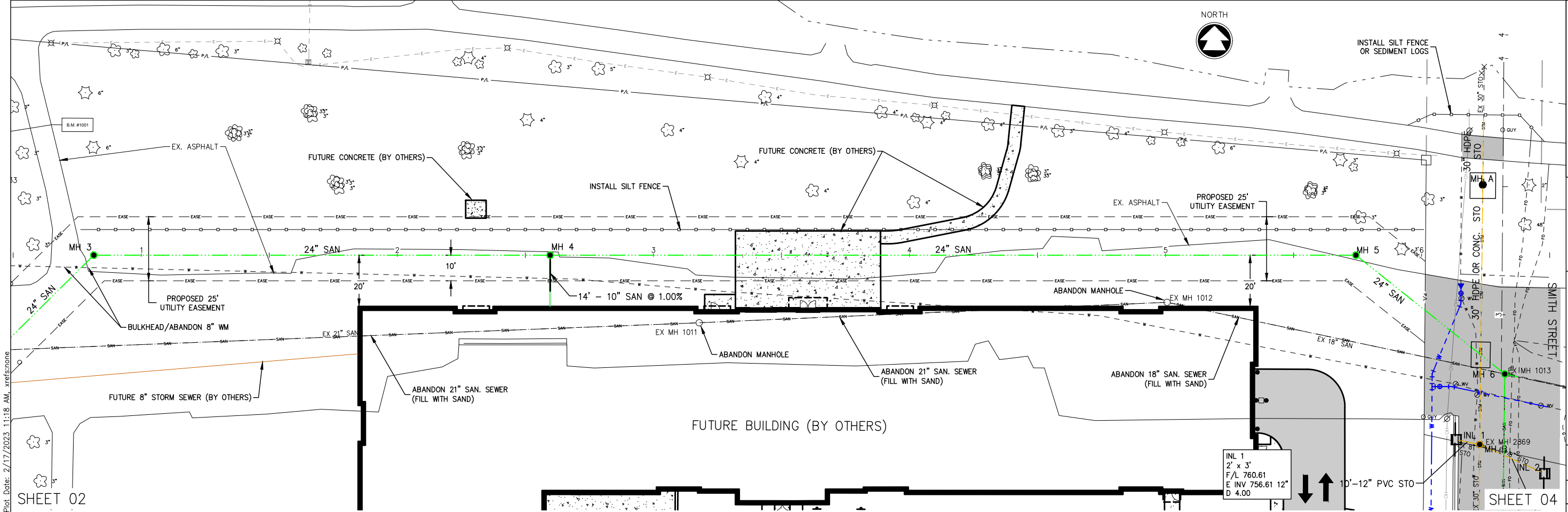
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 CITY OF NEW LONDON, WI  
 WYMAN STREET

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DATE FEBRUARY, 2023	
SHEET NO. <b>02</b>	





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SHEET 02

SHEET 04

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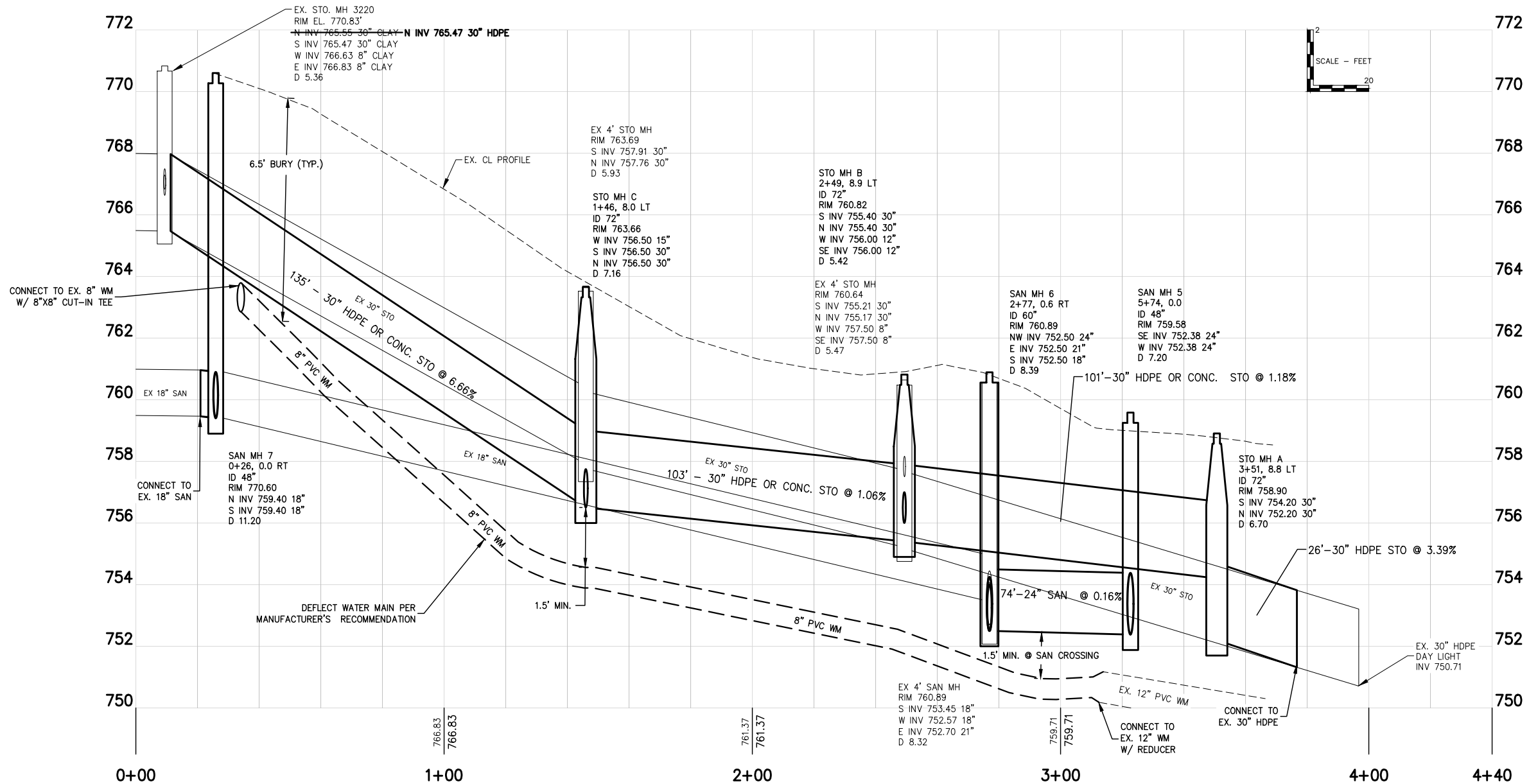
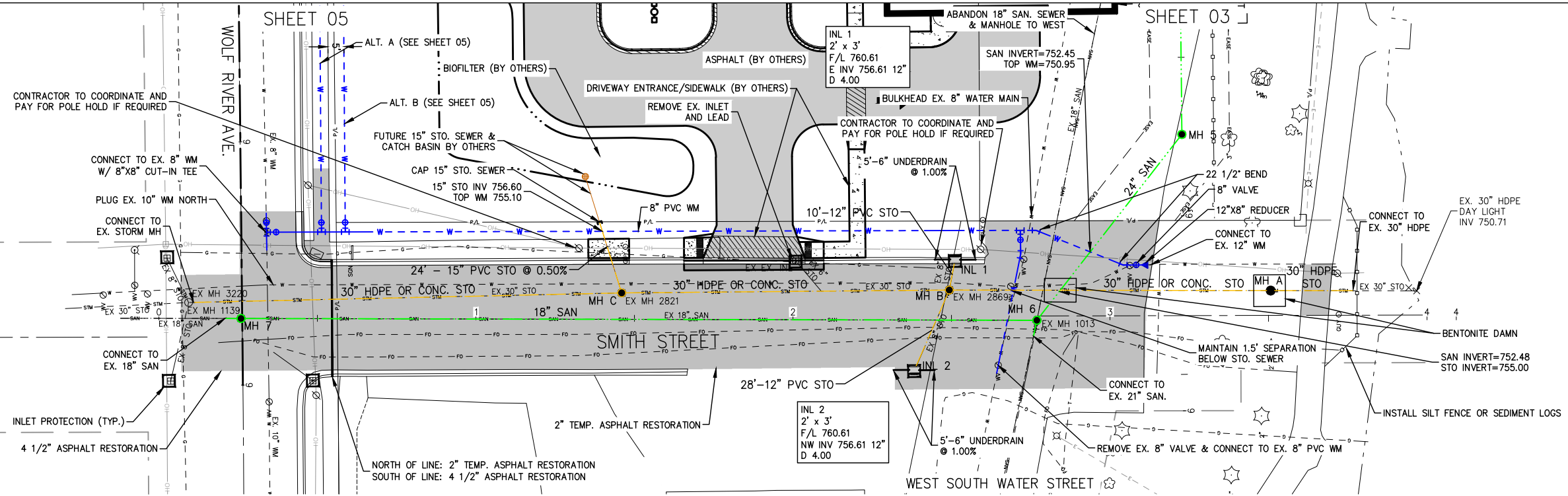
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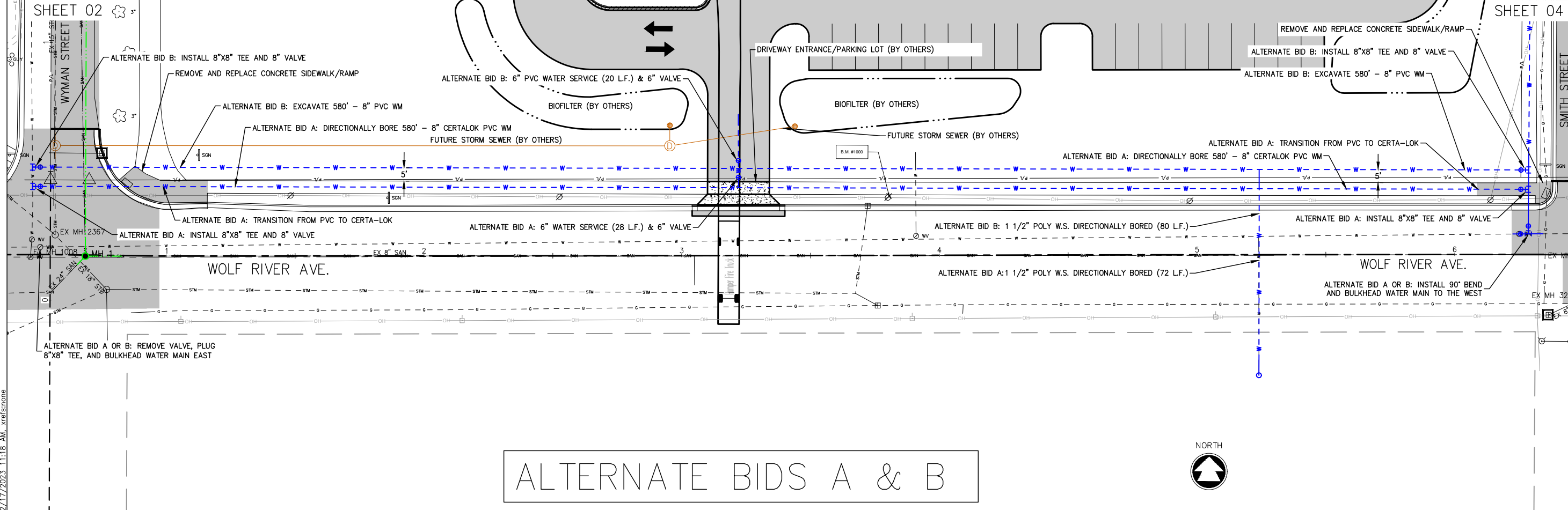
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 CITY OF NEW LONDON, WI  
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PROJECT NO. N0009-09-21-00642	
DATE FEBRUARY, 2023	
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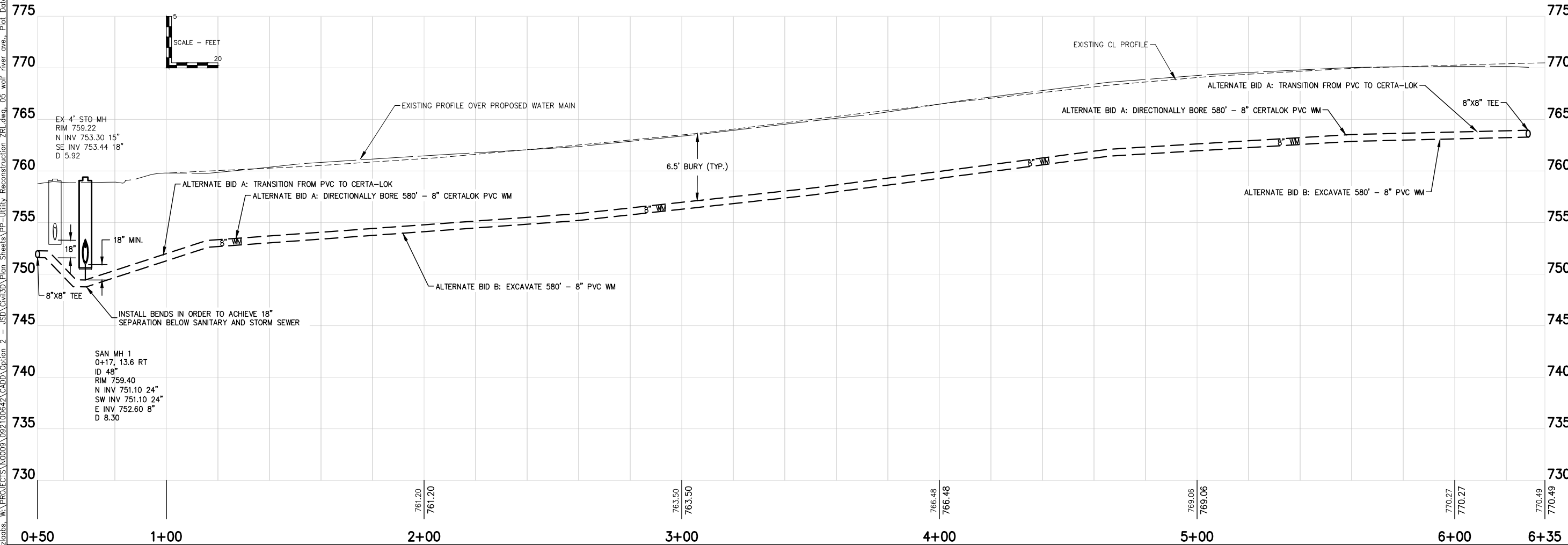
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ALTERNATE BIDS A & B



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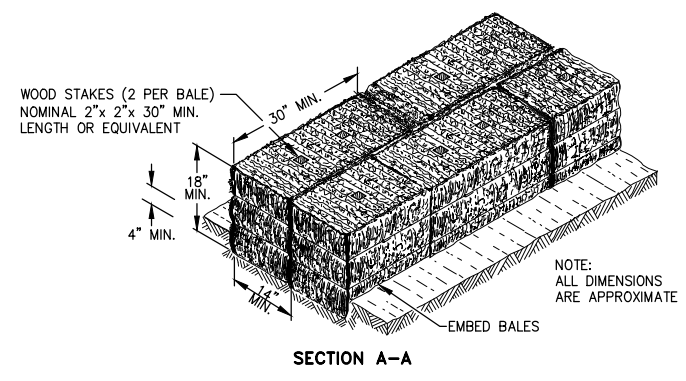
NO.	DATE	REVISION

WOLF RIVER AVE. REDEVELOPMENT  
 CITY OF NEW LONDON, WI  
 WOLF RIVER AVE. (ALTERNATE BIDS A & B)

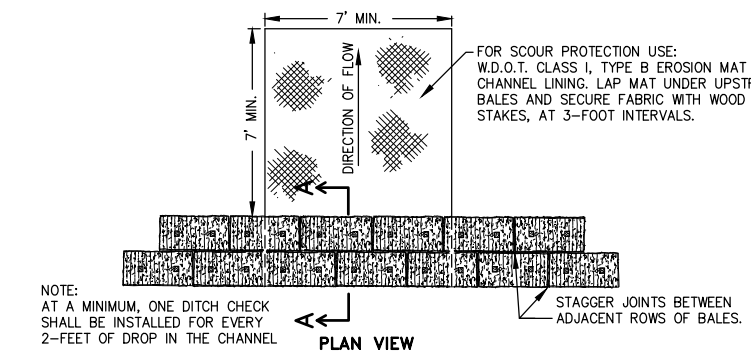
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SHEET NO. 05	

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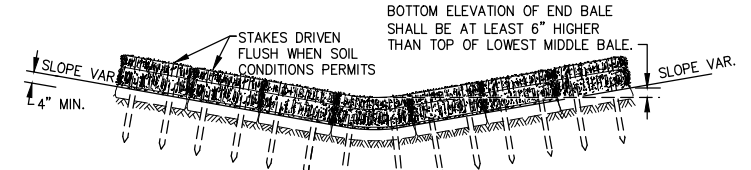
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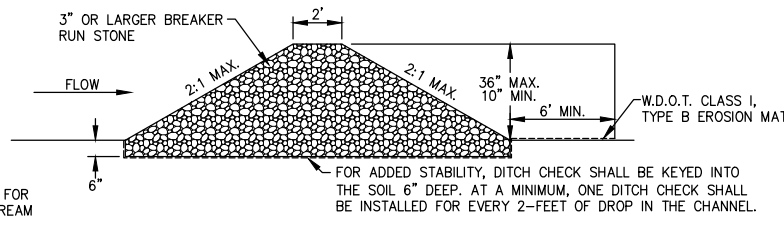
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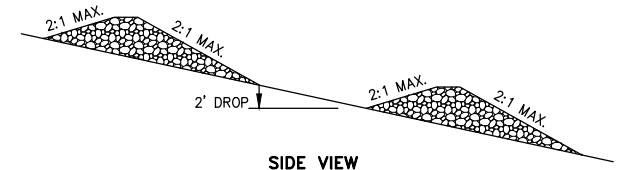
**PLAN VIEW**



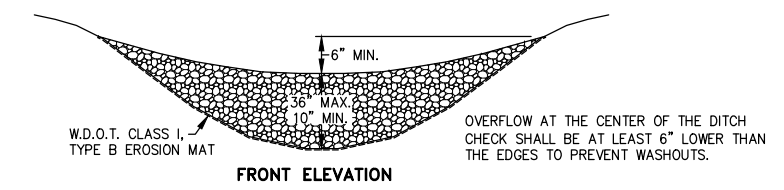
**FRONT ELEVATION  
BALE OPTION**



**SIDE VIEW**

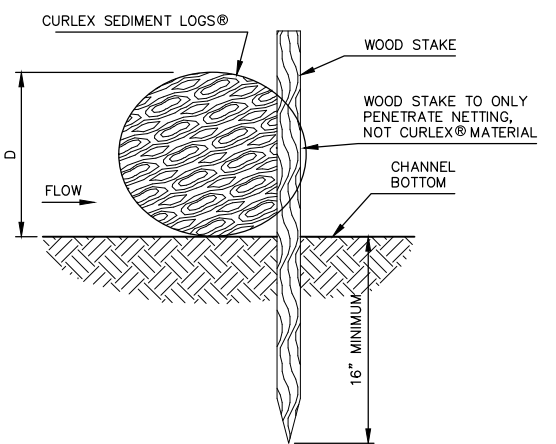


**SIDE VIEW**

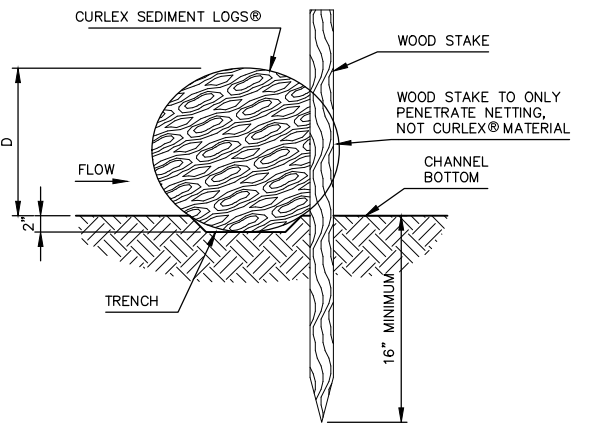


**FRONT ELEVATION**

**DITCH CHECK DETAIL**



**STAKE DETAILS  
(NO TRENCH)**  
NO SCALE



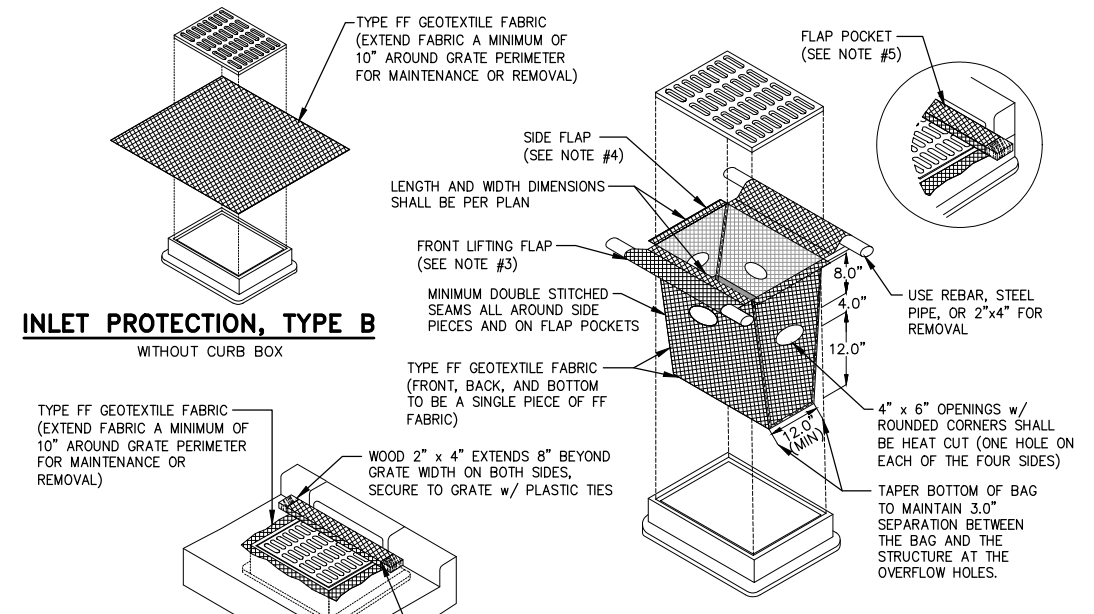
**STAKE DETAIL  
(WITH TRENCH)**  
NO SCALE

NOTE: TRENCH OPTION IS MOST APPLICABLE IN LOOSE, UNCONSOLIDATED SOILS.

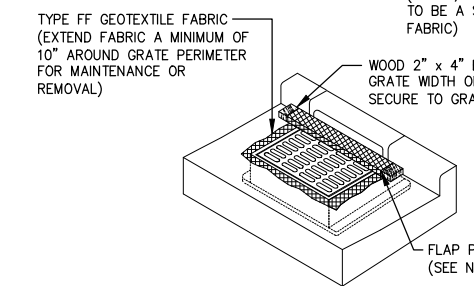
1-1/8" x 1-1/8" x 30" WOODEN STAKES ARE RECOMMENDED FOR 6", 9", AND 12" SEDIMENT LOGS.

1-1/8" x 1-1/8" x 48" WOODEN STAKES ARE RECOMMENDED FOR 20" SEDIMENT LOGS.

**SEDIMENT LOG DETAIL**



**INLET PROTECTION, TYPE B  
WITHOUT CURB BOX**



**INLET PROTECTION, TYPE C  
WITH CURB BOX**

**INLET PROTECTION, TYPE D**

CAN BE INSTALLED IN INLETS WITH OR WITHOUT CURB BOXES

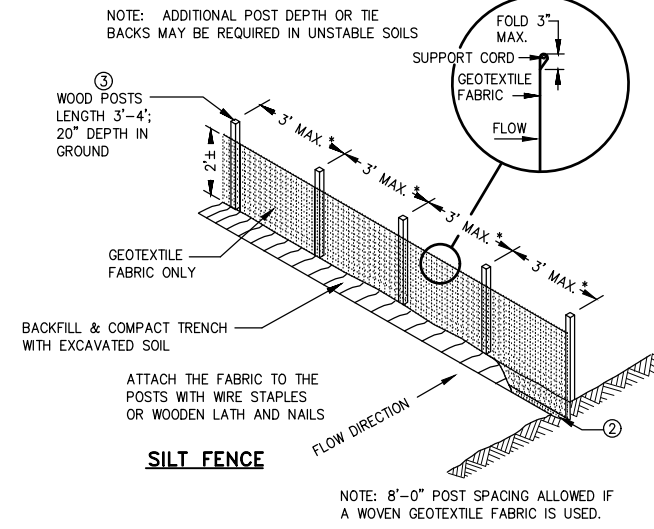
This drawing based on Wisconsin Department of Natural Resources Technical Standard No. 1060.

Revision Date: 08/2014

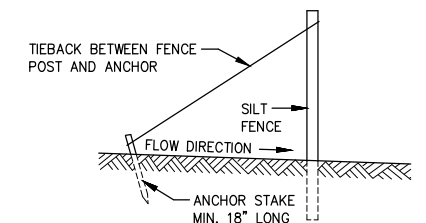
**MAINTENANCE NOTES**

1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

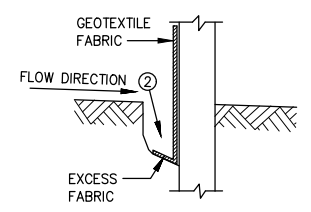
**STORM DRAIN INLET PROTECTION**



**SILT FENCE**

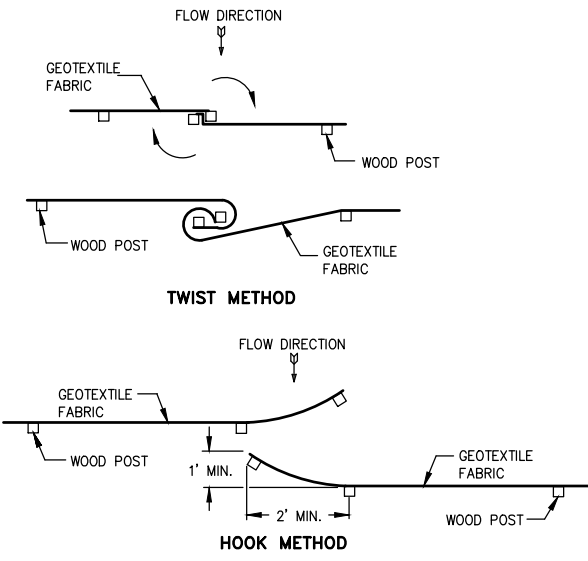


**SILT FENCE TIE BACK  
(WHEN ADDITIONAL SUPPORT REQUIRED)**



**TRENCH DETAIL**

**SILT FENCE DETAIL**



**JOINING TWO LENGTHS OF SILT FENCE**

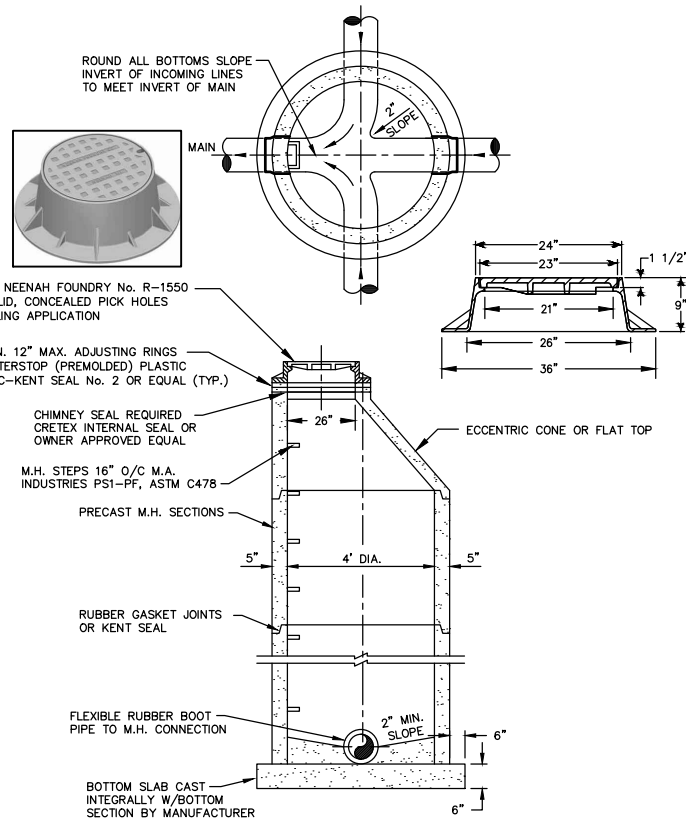
**GENERAL NOTES**

1. HORIZONTAL BRACE REQUIRED WITH 2" x 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
2. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8" x 1 1/8" OF OAK OR HICKORY.
4. SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
5. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES. B) HOOK THE END OF EACH SILT FENCE LENGTH.

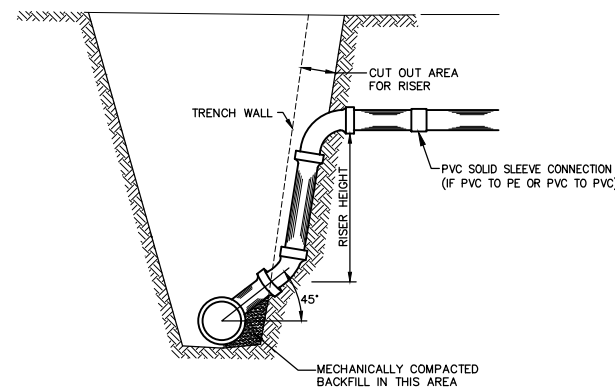
McMahon Associates, Inc. provides this drawing as an instrument of service. The copyright in this drawing is retained by McMahon Associates, Inc. The user agrees to indemnify McMahon Associates, Inc. from any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, for any use of or reliance on this drawing or data without prior written consent by McMahon Associates, Inc.

NO.	DATE	REVISION

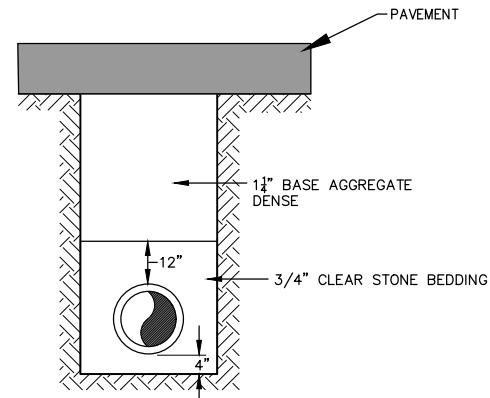
Plots: WA PROJECTS\N0009\092100642\CADD\Option 2 - JSD\Civil\Plan Sheets - CoverNotesDetails.dwg, 07 miscellaneous details, Plot Date: 2/17/2023 11:18 AM, xrefname



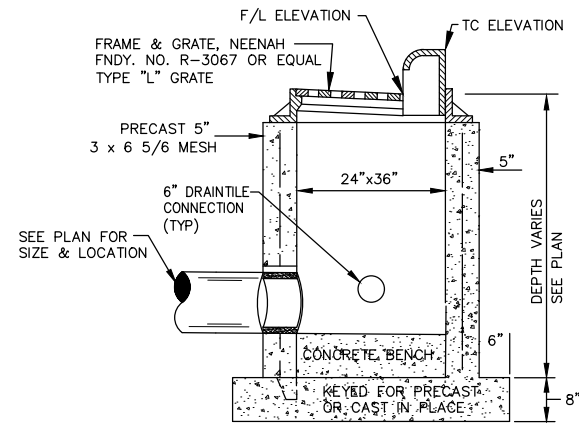
**STANDARD PRECAST SANITARY MANHOLE**



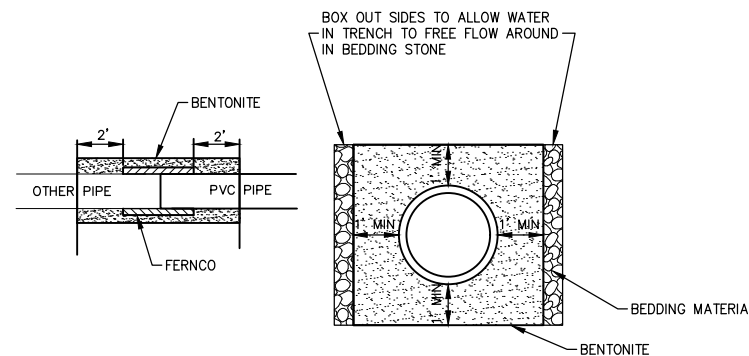
**SANITARY LATERAL RISER**



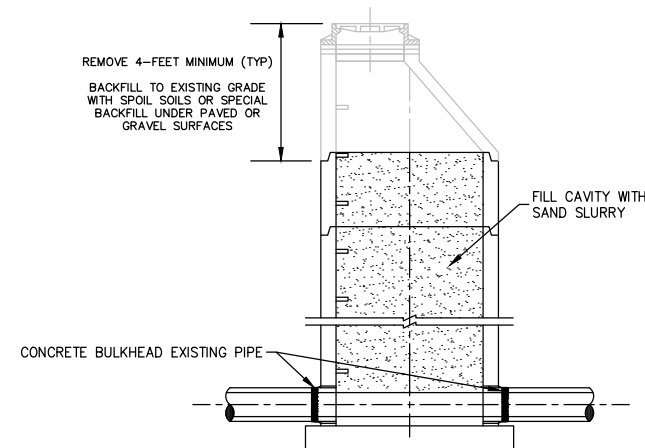
**TYPICAL SEWER TRENCH UNDER PROPOSED PAVEMENT**



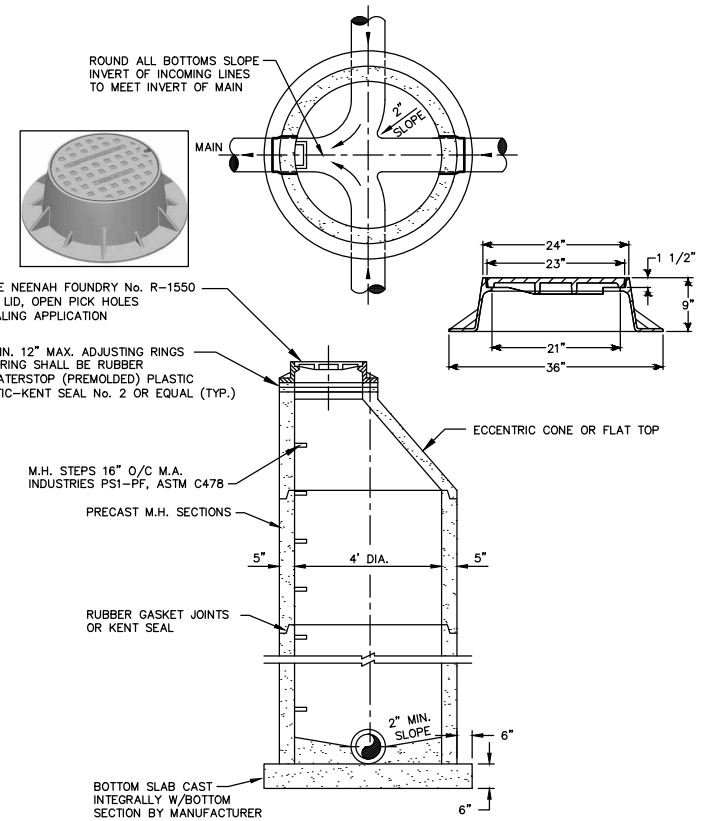
**STORM SEWER INLET**



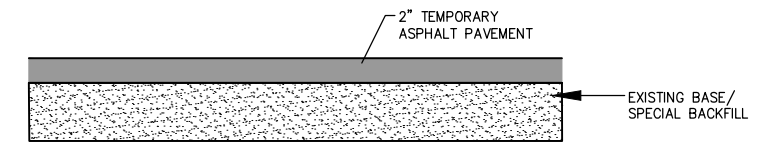
**TYPICAL BENTONITE DETAIL FOR MAINLINE CONNECTIONS OTHER THAN PVC TO PVC (PVC TO PVC-SOLID SLEEVE GASKETED COUPLER)**



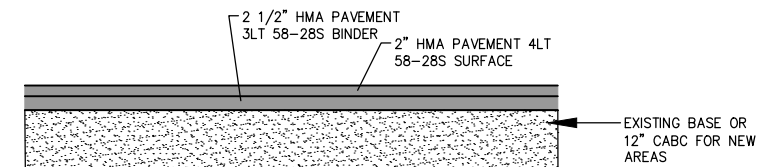
**TYPICAL MANHOLE ABANDONMENT**



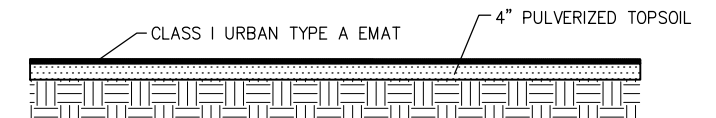
**STANDARD PRECAST STORM MANHOLE**



**TEMPORARY ASPHALT PAVEMENT DETAIL**



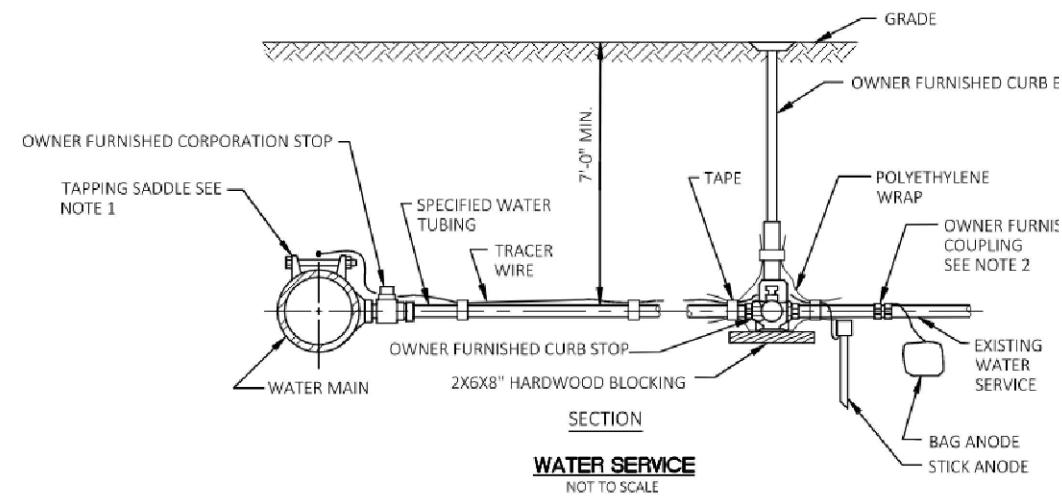
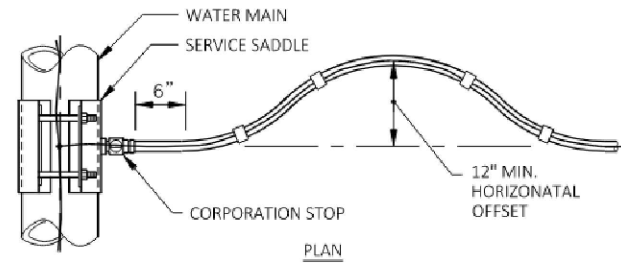
**TYPICAL STREET PAVEMENT DETAIL WOLF RIVER AVE. (SPRING 2023)**



**TURF RESTORATION DETAIL**

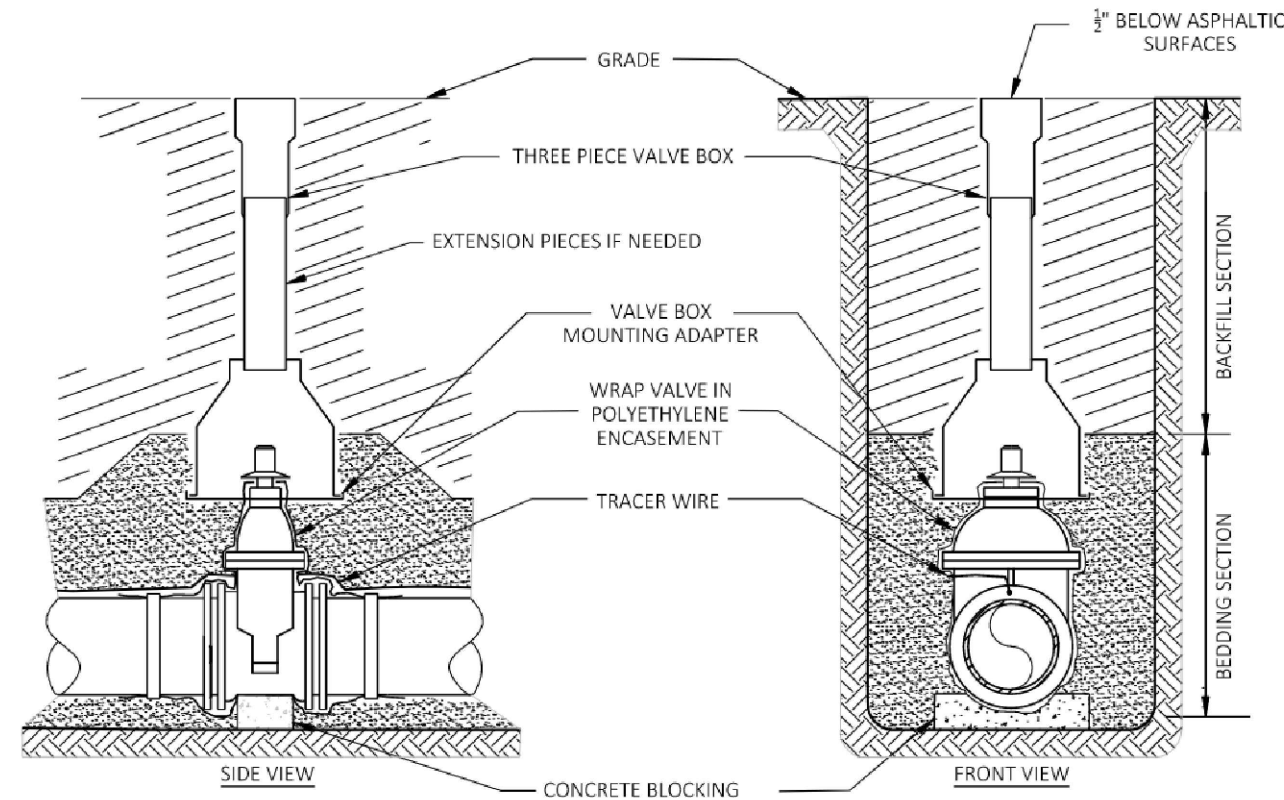
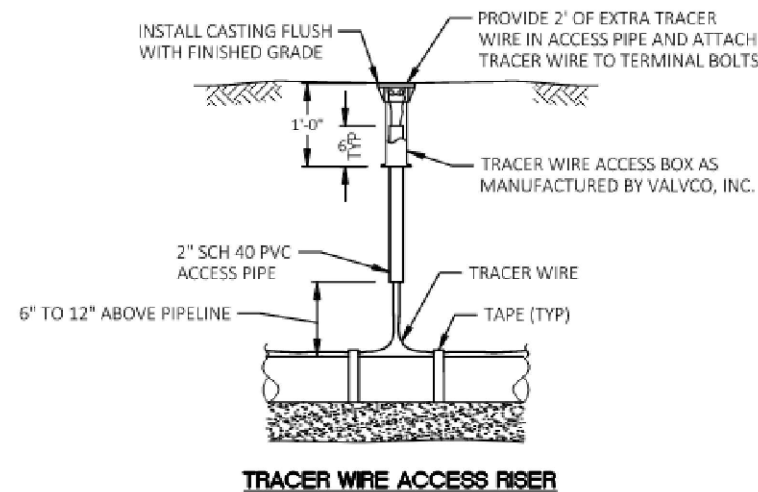
**WATER SERVICE NOTES:**

1. 1" CORPORATION STOPS SHALL BE DIRECT TAPPED INTO 6" TO 12" DUCTILE IRON WATER MAIN. 1 1/2" AND 2" CORPORATION STOPS SHALL BE TAPPED WITH A TAPPING SADDLE INTO 6" TO 12" DUCTILE IRON WATER MAIN. ALL CORPORATIONS MAY BE DIRECT TAPPED INTO 16" AND LARGER DUCTILE IRON WATER MAIN. ALL CORPORATIONS SHALL BE TAPPED WITH A TAPPING SADDLE INTO POLYVINYL CHLORIDE WATER MAIN.
2. A COPPER OR PLASTIC DISC SHALL BE PROVIDED IF THE CURB STOP IS NOT CONNECTED TO AN EXISTING WATER SERVICE.

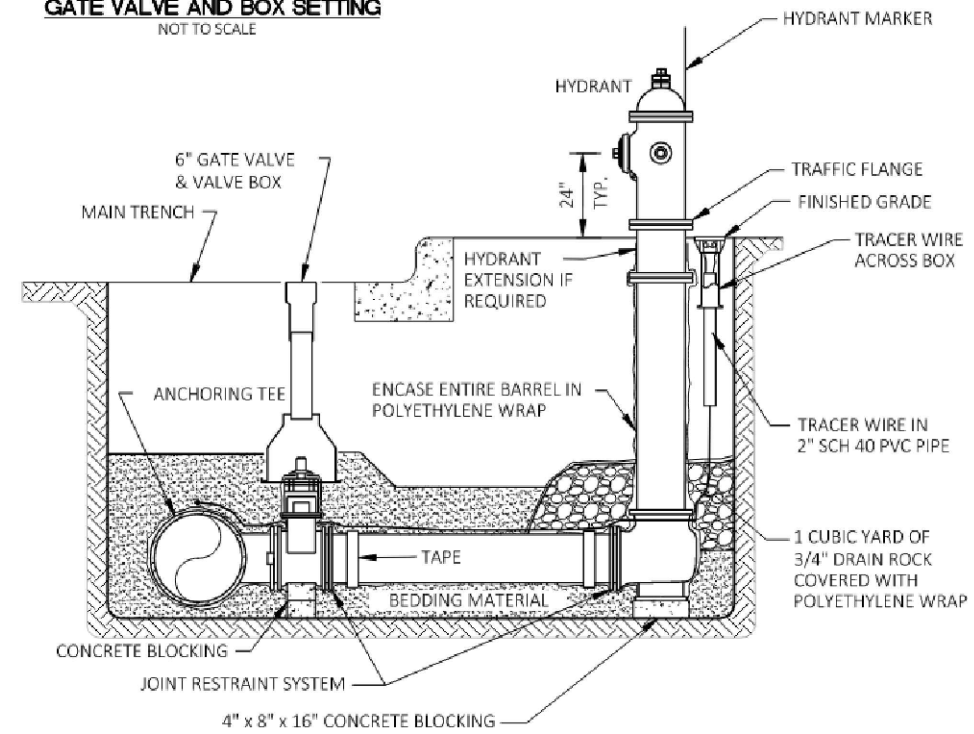


**TRACER WIRE ACCESS RISER NOTE:**

1. PROVIDE NEENAH R-1970 INSPECTION CASTINGS FOR TRACER WIRE ACCESS RISERS LOCATED IN PAVED TRAFFIC AREAS.



**GATE VALVE AND BOX SETTING**  
NOT TO SCALE



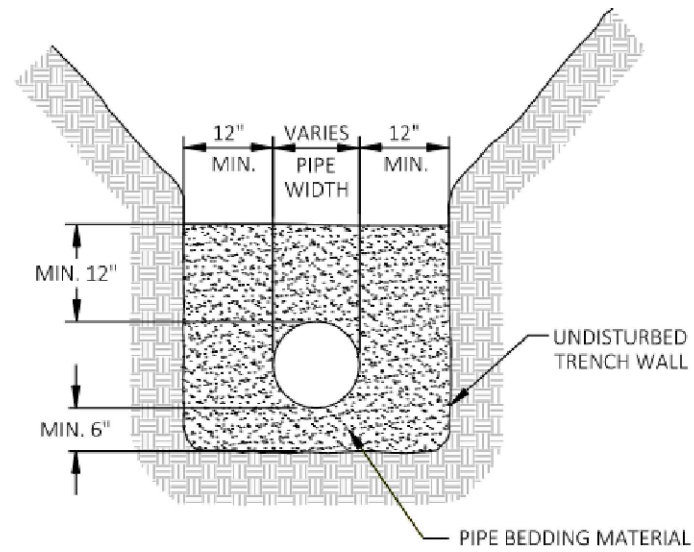
**HYDRANT**  
NOT TO SCALE

Z:\plants\_wa\PROJECTS\N0009\092100642\CADD\Option 2 - JSD\Civil3D\Plan Sheets - CoverNotesDetails.dwg, 08 miscellaneous details, Plot Date: 2/17/2023 11:18 AM, xref:none

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NO.	DATE	REVISION

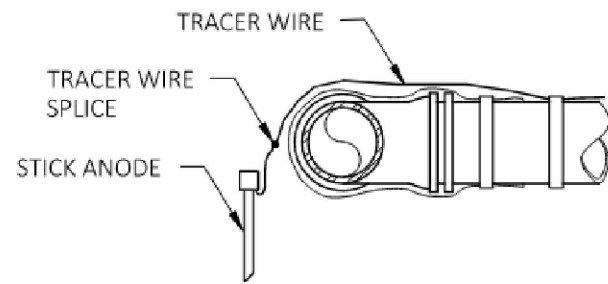
Z:\projects\N0009\092100642\CADD\Option 2 - JSD\Civil3D\Plan Sheets - CoverNotesDetails.dwg, 09\_miscellaneous details\_Plot\_Date: 2/17/2023 11:18 AM\_xrefstone



NOTE: PIPE BEDDING MATERIAL SHALL BE INCIDENTAL TO ALL PIPE INSTALLATION

**PIPE BEDDING**

- TRACER WIRE GROUND CONNECTION NOTES:
1. PROVIDE TRACER WIRE GROUND CONNECTION AT ALL CONNECTIONS TO EXISTING PIPELINES WITHOUT EXISTING TRACER WIRE UNLESS OTHERWISE NOTED.

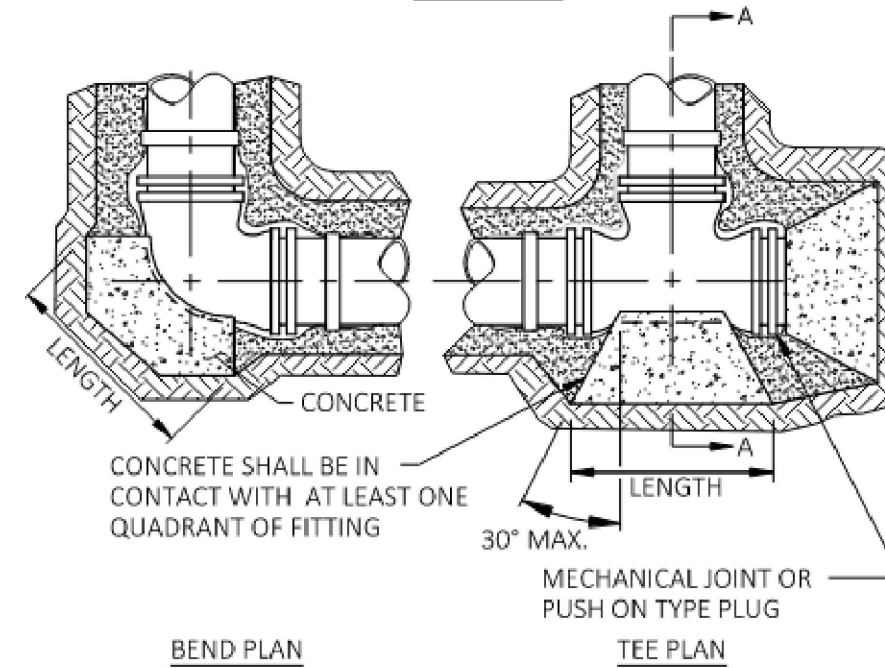
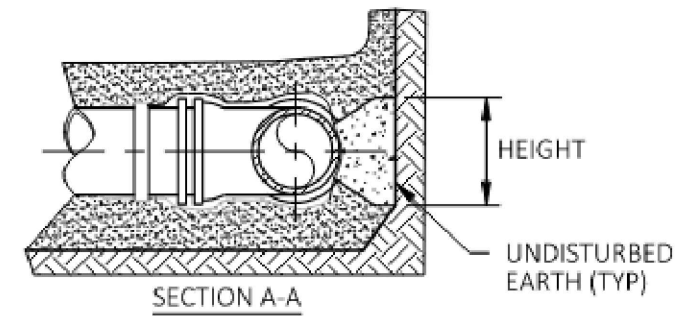


SECTION

**TRACER WIRE GROUND CONNECTION**  
NOT TO SCALE

THRUST BLOCKING NOTES:

1. CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 2000 PSI & SHALL BE CAST AGAINST UNDISTURBED EARTH.
2. FITTINGS SHALL BE WRAPPED IN POLYETHYLENE WRAP TO PREVENT CONCRETE FROM BONDING TO FITTINGS.
3. FORM CONCRETE AS REQUIRED TO PREVENT CONTACT OR INTERFERENCE WITH PIPE JOINTS.
4. THE LENGTH OF THE THRUST BLOCK SHALL BE APPROXIMATELY TWICE THE HEIGHT. BEARING AREA = LENGTH X HEIGHT



**THRUST BLOCKING**  
NOT TO SCALE

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NO.	DATE	REVISION

**Wolf River Ave. Redevelopment**  
**City Of New London, WI**  
**MISCELLANEOUS DETAILS**

DESIGNED ZRL	DRAWN ZRL
PROJECT NO. N0009-09-21-00642	
DATE FEBRUARY, 2023	
SHEET NO. <b>09</b>	

**EXHIBIT F**

**FORM OF MEMORANDUM**

[Attached.]



**FORM ONLY - DO NOT SIGN**

**MEMORANDUM OF  
DEVELOPMENT AGREEMENT  
(TID 5)**

Document Number	Document Name
-----------------	---------------

**THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (TID 5)** (this “Memorandum”) is made and entered into as of \_\_\_\_\_, 2023 (the “Closing Date”), by and among the CITY OF NEW LONDON, a Wisconsin municipal corporation with offices located at 215 N. Shawano Street, New London, WI 94961 (the “City”), on the one hand, and S. C. SWIDERSKI, LLC, a Wisconsin limited liability company (“SCS”) and SCS WOLF RIVER LLC, a Wisconsin limited liability company (the “Owner”), both with offices located at 401 Ranger Street, Mosinee, WI 54455, on the other hand (SCS and the Owner sometimes referred to herein, collectively, as “Developer”).

**WHEREAS**, the City and Developer entered into a certain Purchase and Development Agreement (TID 5) dated as of \_\_\_\_\_, 2023 (as may be amended from time to time, the “Development Agreement”), with respect to the sale and development of certain real property located in the City of New London, Wisconsin described on Exhibit A attached hereto (the “Property”); and

**WHEREAS**, on the Closing Date, the Owner, an affiliate of SCS, has purchased from the City the Property pursuant to the terms of the Development Agreement; and

**WHEREAS**, the parties hereto desire to place this Memorandum of record in the real estate records for Waupaca County, Wisconsin to provide notice to third parties of the Development Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Development Agreement.

a. Notice is hereby given that the City and Developer have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the land and is binding upon, benefits and burdens the Property, Developer, the Owner, and any subsequent owner, user, and/or mortgagee of all or any portion of the Property and each of their successors an assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners, users and/or mortgagees of all or any portion of the Property.

Recording Area

Name and Return Address

City of New London  
215 N. Shawano Street  
New London, WI 94961  
Attn: City Clerk

See Exhibit A attached

Parcel Identification Number (PIN)

**This is not homestead property.**

**FORM ONLY - DO NOT SIGN**

b. Without limiting the generality of the forgoing subsection, notice is hereby given that the Development Agreement contains, without limitation, provisions relating to the following matters (all as set forth in more particularity in the Development Agreement):

(i) the Development Agreement contains the right of the City to require Developer to transfer the Property back to the City if certain development benchmarks of the Property are not met by Developer,

(ii) the Development Agreement contains the right of the City to require Developer make certain "clawback" payments for certain City costs if certain development benchmarks of the Property are not met by Developer; and

(iii) the Development Agreement contains certain rights of the City to receive from Developer a payment in lieu of taxes in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of the Development Agreement or in the event the equalized value for the property in any year falls below a certain minimum assessed value amount.

c. The term of the Development Agreement commenced as of [\_\_\_\_\_, 2023, and terminates as provided therein.

2. Miscellaneous.

a. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

c. This Memorandum may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties hereto.

[Signature Pages Follow]

**FORM ONLY - DO NOT SIGN**

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum as of the date first set forth above.

**SCS:**

S. C. SWIDERSKI, LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Nathanael Popp, COO

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
Nathanael Popp, as COO of S. C. Swiderski, LLC, to me known to be the person who executed  
the foregoing instrument, and who acknowledged to me that he/she executed the foregoing  
instrument on behalf of such entity, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

**FORM ONLY - DO NOT SIGN**

**OWNER:**

SCS WOLF RIVER LLC  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
to me known to be the person who executed the foregoing instrument, and who acknowledged to  
me that he/she executed the foregoing instrument on behalf of such entity, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

**FORM ONLY - DO NOT SIGN**

**THE CITY:**

CITY OF NEW LONDON

By: \_\_\_\_\_  
Mark Herter, Mayor

Attest: \_\_\_\_\_  
Nicole Lemke, Clerk

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF WAUPACA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
Mark Herter and Nicole Lemke, to me known to be the persons who executed the foregoing  
instrument, and who acknowledged to me that they executed the foregoing instrument as Mayor  
and Clerk, respectively, of the City of New London, Wisconsin, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

This instrument was drafted by:

Isaac J. Roang, Esq.  
Quarles & Brady LLP  
150 South Fifth Street, Suite 1800  
Minneapolis, MN 55402

**FORM ONLY - DO NOT SIGN**

**EXHIBIT A**  
**TO MEMORANDUM**

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 OF CERTIFIED SURVEY MAP NO. 8133 RECORDED IN VOLUME 35 OF CSMs, PAGE 33, AS DOCUMENT NO. 909250, BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6755 RECORDED IN VOLUME 25 OF CSM'S, PAGE 39, AS DOCUMENT NO. 742444, IN SECTION 12, TOWNSHIP 22 NORTH, RANGE 14 EAST, CITY OF NEW LONDON, WAUPACA COUNTY, WISCONSIN.

PIN: \_\_\_\_\_

**City of New London**  
**Special Planning Commission Meeting Minutes**  
**Thursday, April 06, 2023**

**Roll Call**

Meeting was called to order at 05:15 p.m. Those in attendance were Chairman Bob Besaw, Dona Gabert, Jeff Handschke, Susie Steingraber, Mayor Mark Herter via zoom and then arrival at 05:30 pm.

Others in attendance: Building Inspector/Zoning Administrator: David Vincent, City Administrator: Chad Hoerth, Balynda Croy (District 2), John Haas (District 2), Tim Roberts (District 4), Dave Dorsey (District 4) and Bernie Ritchie Jr. (District 3). We had 2 members from the community; Charlene Magolski and Gerald Magolski. We were also joined by a representative from Cedar Corporation, Ken Jaworski

Group participated in the Pledge of Allegiance.

**NOTICE: This was a special meeting to allow for a Public hearing, 30-day advanced notice requirement. The last scheduled Public hearing was cancelled due to inclement weather.**

A motion was made by Gabert to “Adopt the Agenda” and seconded by Steingraber, carried by all.

The March 02, 2023 meeting minutes were reviewed. A motion to accept the minutes was made by Steingraber and seconded by Gabert, carried by all.

The first action item on the agenda item was to query the commission to see if any member or Alderman had any questions, concerns or recommendations to the “Final Draft” of the 2040 Comprehensive Plan (minus public comments). No one had anything to add to the discussion. Bob Besaw then called for a Public Hearing. 3 queries were made to allow any public comment, after hearing none Besaw closed the Public Hearing.

The second action item was to discuss sending a resolution to council to recommend approval of the 2040 Comprehensive Plan. A motion was made by Steingraber to send a resolution to council with a recommendation for adoption. The motion was seconded by Gabert, carried by all.

The third item on the action agenda was to discuss for possible approval of the 2024 North Water Street and Pearl Street Plat proposal for street reconstruction. City Administrator Chad Hearth led the discussion in detail and explained several nuances that were considered when creating the proposed plat. After a lot of discussion including questions from those in attendance a motion was made to approve the plat by Steingraber. The motion was seconded by Gabert, motion carried with Roberts abstaining.

The last item on the agenda for discussion was upcoming agenda items. A chicken ordinance proposal will be on the agenda along with discussion of moving forward with generating a new Zoning Ordinance.

The next meeting date has been scheduled for Thursday April 27, 2023.

A motion was made to adjourn by Steingraber, seconded by Gabert, carried by all.

Meeting adjourned by Chairman Besaw at approximately 05:50 p.m.

Respectively submitted by David Vincent-Zoning Administrator

**CITY OF NEW LONDON, WISCONSIN**

**Ordinance No. \_\_\_\_\_**

**An Ordinance to Adopt the Comprehensive Plan of the City of New London,  
Wisconsin.**

The City Council of the City of New London, Wisconsin, does ordain as follows:

**Section 1.** Pursuant to Sec. 61.35 Wis. Stats. and Sec. 62.23(2) and (3), Wis. Stats., the City of New London is authorized to prepare and adopt a comprehensive plan as defined in Sec. 66.1001(1)(a) and Sec. 66.1001(2), Wis. Stats.

**Section 2.** The City Council of the City of New London, Wisconsin has adopted written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by Sec. 66.1001(4)(a), Wis. Stats.

**Section 3.** The Planning Commission of the City of New London, by a majority vote recorded in the official minutes dated April 6, 2023, has recommended to the City Council the adoption of the document entitled *City of New London Comprehensive Plan 2040* containing all of the elements specified in Sec. 66.1001(2), Wis. Stats.

**Section 4.** The City has held at least one public hearing on this ordinance in compliance with the requirements of Sec. 66.1001(4)(d), Wis. Stats.

**Section 5.** The City Council of the City of New London, Wisconsin, does, by enactment of this ordinance, formally adopt the document entitled, *City of New London Comprehensive Plan 2040* pursuant to Sec. 66.1001(4)(c), Wis. Stats.

**Section 6.** This ordinance shall take effect upon passage by a majority vote of the member elect of the City Council and publication as required by law.

**Adopted by the City Council of the City of New London this 18th day of April, 2023.**

Approved:

Attest:

---

Mark Herter, Mayor  
City of New London

---

Nicole Ryerson, Clerk  
City of New London



**CONVENTIONAL SYMBOLS**

SECTION LINE	---
QUARTER LINE	---
SIXTEENTH LINE	---
NEW REFERENCE LINE	---
NEW R/W LINE	---
EXISTING R/W LINE	---
PROPERTY LINE	---
LOT, TIE, AND OTHER MINOR LINES	---
SLOPE INTERCEPT	---
CORPORATE LIMITS	---
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---
FEE ACQUISITION AREA (HATCHING VARIES BY OWNER)	---
TEMP. LIMITED EASEMENT AREA	---
EASEMENT AREA (HIGHWAY, PERMANENT LIMITED, OR RESTRICTED DEVELOPMENT)	---
TRANSMISSION STRUCTURES	---
BUILDING	---
BRIDGE	---

**CONVENTIONAL UTILITY SYMBOLS**

WATER	---
GAS	---
TELEPHONE	---
OVERHEAD TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---
ELECTRIC TOWER	---

NON-COMPENSABLE    COMPENSABLE

POWER POLE  
TELEPHONE POLE  
TELEPHONE PEDESTAL

**CURVE DATA ABBREVIATIONS**

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

**CONVENTIONAL ABBREVIATIONS**

ACCESS RIGHTS	AR	OUTLOT	OL
ACRES	AC	PAGE	P
AHEAD	AH	POINT OF TANGENCY	PT
ALUMINUM	ALUM	PROPERTY LINE	PL
AND OTHERS	ET AL	RECORDED AS	(100')
BACK	BK	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	PERMANENT LIMITED EASEMENT	PLE
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING	POB
CONCRETE	CONC	POINT OF CURVATURE	PC
COUNTY	CO	POINT OF COMPOUND CURVE	PCC
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION	PI
DISTANCE	DIST	REMAINING	REM
CORNER	COR	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
DOCUMENT NUMBER	DOC	RIGHT	RT
EASEMENT	EASE	RIGHT OF WAY	R/W
EXISTING	EX	SECTION	SEC
GAS VALVE	GV	SEPTIC VENT	SEPV
GRID NORTH	GN	SQUARE FEET	SF
HIGHWAY EASEMENT	HE	STATE TRUNK HIGHWAY	STH
IDENTIFICATION	ID	STATION	STA
LAND CONTRACT	LC	TELEPHONE PEDESTAL	TP
LEFT	LT	TEMPORARY LIMITED EASEMENT	TLE
MONUMENT	MON	TRANSPORTATION PROJECT PLAT	TPP
NATIONAL GEODETIC SURVEY	NGS	UNITED STATES HIGHWAY	USH
NUMBER	NO	VOLUME	V

**NOTES:**

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WAUPACA COUNTY, NAD83 1991 IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4" X 24" REBAR) AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

BASIS FOR EXISTING RIGHT OF WAY  
GOVERNMENT CORNERS PER WAUPACA COUNTY COORDINATE SYSTEM  
TRADITIONAL PLAT OF RIGHT OF WAY FOR C.T.H. D DECEMBER 16, 2004

SUBDIVISION PLATS  
REEDER SMITH PLAT  
TAFT & MILLERD'S VILLAGE PLAT 1855  
MILLERD & TAFT'S VILLAGE PLAT 1874

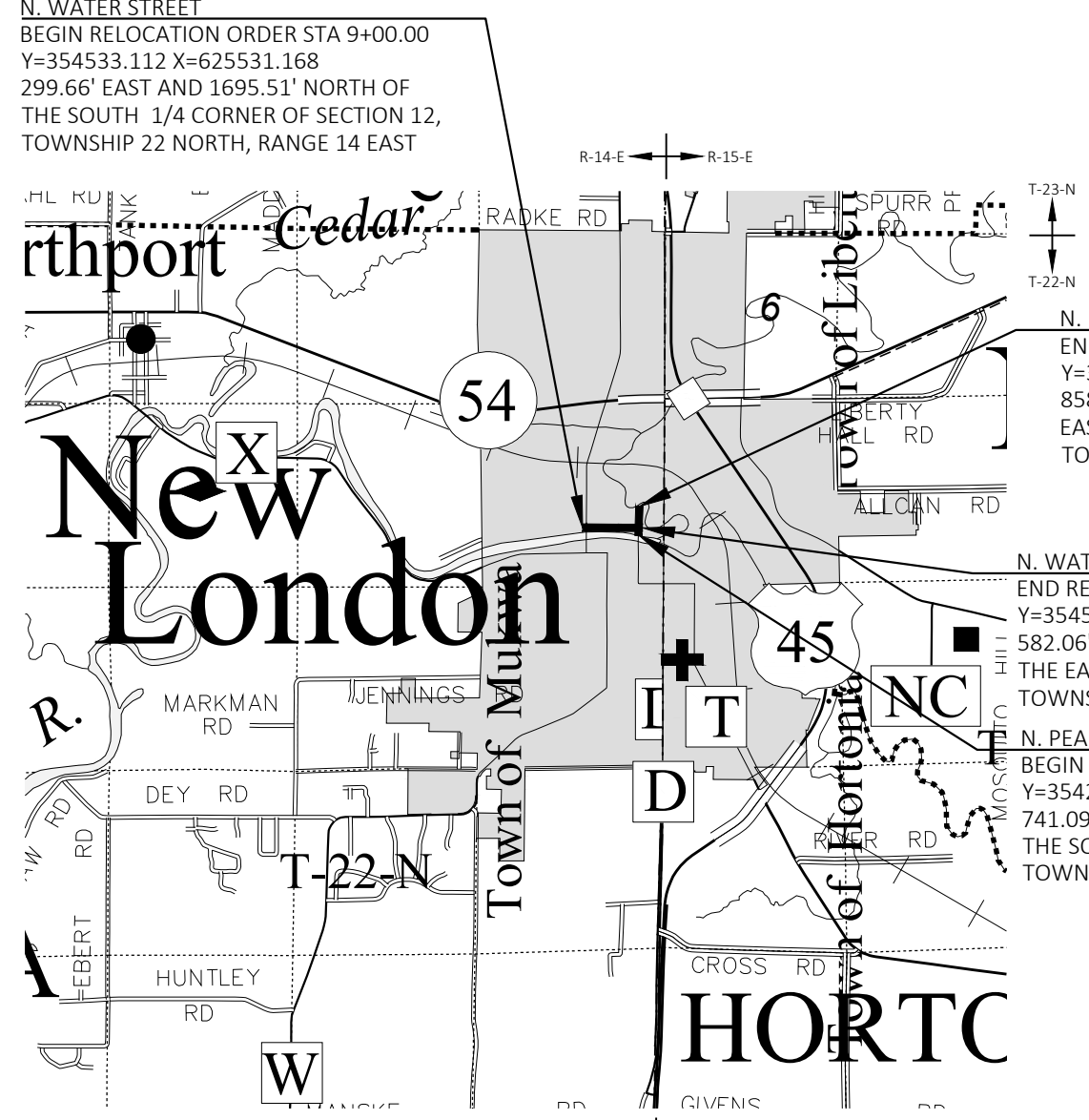
CERTIFIED SURVEY MAPS  
VOLUME 13, PAGE 435-437 C.S.M. NO. 4438 JULY 7, 1996  
VOLUME 17, PAGE 138-140 C.S.M. NO. 5241 MARCH 8, 2000  
VOLUME 22, PAGE 194-197 C.S.M. NO. 6297 SEPTEMBER 10, 2004  
VOLUME 33, PAGE 61 C.S.M. NO. 7920 JANUARY 17, 2020

FOUND MONUMENTS AS SHOWN ON THIS PLAT OF RIGHT-OF-WAY  
DEEDS OF RECORD  
PLATS OF SURVEY

R/W PROJECT NUMBER 6996-04-02	SHEET NUMBER 4.01	TOTAL SHEETS 13
R/W PROJECT NUMBER 6996-04-02		
PLAT OF RIGHT OF WAY REQUIRED FOR <b>N. WATER STREET</b> <b>SHAWANO ST-N. PEARL STREET</b>		
N. WATER STREET	WAUPACA COUNTY	

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN. TLE AREAS ARE TO THE FACE OF THE BUILDING FOR SLOPING, NOT WITHIN THE BUILDING.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.



**CAUTION:**  
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. DEEDS SCALE MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES.

TOTAL NET LENGTH OF CENTERLINE N. WATER STREET = 0.335 MILES  
TOTAL NET LENGTH OF CENTERLINE N. PEARL STREET = 0.161 MILES

**N. PEARL STREET**  
END RELOCATION ORDER STA 72+00.00  
Y=355045.710 X=627021.336  
858.32' WEST AND 503.25' SOUTH OF THE EAST 1/4 CORNER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 14 EAST

**N. WATER STREET**  
END RELOCATION ORDER STA 26+66.44  
Y=354525.426 X=627297.586  
582.06' WEST AND 1023.53' SOUTH OF THE EAST 1/4 CORNER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 14 EAST

**N. PEARL STREET**  
BEGIN RELOCATION ORDER STA 63+50.00  
Y=354258.818 X=627133.819  
741.09' WEST AND 1366.50' NORTH OF THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 14 EAST

ORIGINAL PLANS PREPARED BY MCMAHON

3-10-23 *Douglas E. Woelz*  
DATE SIGNATURE

REVISION DATE	CITY OF NEW LONDON
DATE: _____	(Signature)
_____	(Print Name)

SCHEDULE OF LAND & INTEREST REQUIRED

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	TAX KEY NUMBER	INTEREST REQUIRED	TOTAL ACRES	R/W SQ. FT. REQUIRED			TOTAL ACRES REMAINING	TLE SQ. FT.	PLE SQ. FT.
						NEW	EXISTING	TOTAL			
1	4.05	ASB VENTURES LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-71-4	FEE, TLE	0.300	2		2	0.300	539	
2	4.05	DFS STORAGE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-71-96	TLE						0	
3	4.05	CITY OF NEW LONDON, A MUNICIPAL CORPORATION OF WAUPACA & OUTAGMIE COUNTIES	33-12-71-83	TLE						0	
4	4.05	MICHAEL W. RICE, LAND CONTRACT PURCHASER AND CHARLES W. AND LINDA M. LUEDEKE LIVING TRUST DTD 03/26/2015, LAND CONTRACT VENDOR,	33-12-71-82	TLE						202	
6	4.05	MICHAEL W. RICE AS LAND CONTRACT PURCHASER AND LLOYD J. VERCAUTEREN A/W LLOYD VERCAUTEREN AND ADELIN E. VERCAUTEREN A/W ADELIN VERCAUTEREN AS LAND CONTRACT VENDORS	33-12-71-81	TLE						356	
7	4.05	PAUL A. NEILSON, SUBJECT TO THE LIFE ESTATE OF DOROTHY M. NEILSON AS CREATED IN QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 764706	33-12-71-80	TLE						427	
8	4.05	ERIC T. LOBERG	33-12-71-79	TLE						610	
9	4.06	LIVING WATERS ASSEMBLY OF GOD	33-12-71-67	FEE, TLE						4036	
			32-12-71-64				13		13		
12	4.05	DANIEL HUERTA LAND CONTRACT PURCHASER AND CINDY BAKER LAND CONTRACT VENDOR	33-12-71-10	FEE, TLE	0.140	60		60	0.139	2126	
			33-12-71-11, 33-12-71-12 & 33-12-71-13								
17	4.05	CODY KALLAS AND KYRA KALLAS, HUSBAND AND WIFE	33-12-71-15	TLE						613	
18	4.06	UPRIVER ENTERPRISES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-71-16	TLE						2082	
19	4.06	FRASER VENTURES LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-71-22	TLE							
21	4.06	CITY OF NEW LONDON, A MUNICIPAL CORPORATION	33-12-71-23, 33-12-71-28 & 33-12-71-29	TLE							
24	4.06 & 4.07	TODD J. FENSKE REVOCABLE TRUST DATED SEPTEMBER 27, 2017	33-12-71-30	TLE						361	
26	4.07	SCHIRPKE ENTERPRISES, LLC	33-12-71-31	TLE						541	
27	4.07	KIM J. SASMAN AND TABITHA A. BESAW, TENANTS IN COMMON	33-12-71-32	TLE						180	
28	4.07	JULIE A. BOHN	33-12-71-34	TLE						180	
29	4.07	J & F ENTERPRISE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY AS LAND CONTRACT PURCHASER AND GERRY VOIGT AS LAND CONTRACT VENDOR	33-12-71-33	TLE						180	
31	4.07	KENNETH ROBERTS AND HARRIET ROBERTS, HUSBAND AND WIFE	33-12-71-35	TLE						400	
32	4.07	DOUGLAS P. NOEL	33-12-71-36	TLE						200	
33	4.06	CASE W. WEWERKA, RUSSELL L. DIETZ AND WARREN J. DIETZ AS TENANTS IN COMMON	33-12-71-52	FEE, TLE	0.170	18		18	0.170	700	
34	4.06 & 4.07	JAMES J. BILLEK AND KATHLEEN D. BILLEK, HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY	33-12-71-51 & 33-12-71-50	TLE						1217	
37	4.07	ARTEMIS INVESTMENTS LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-71-49	TLE						281	
38	4.07	PACE LOCAL 71970	33-12-71-48	TLE						250	
39	4.07	PCMEDCARE, LLC	33-12-71-47	TLE						347	
41	4.07	CITY OF NEW LONDON, A MUNICIPAL CORPORATION	33-12-77-30	TLE						0	
42	4.07	LYNN TANK AGENCY LLC	33-12-77-31	TLE						286	

OWNER'S NAME ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTEREST TO THE CITY.

REVISION DATE _____	DATE _____	SCALE, FEET 0 _____	HWY: N WATER STREET	STATE R/W PROJECT NUMBER 6996-04-02	PLAT SHEET 4.02
_____	GRID FACTOR _____		COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER 6996-04-72	PS&E SHEET _____

SCHEDULE OF LAND & INTEREST REQUIRED

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	TAX KEY NUMBER	INTEREST REQUIRED	TOTAL ACRES	R/W SQ. FT. REQUIRED			TOTAL ACRES REMAINING	TLE SQ. FT.	PLE SQ. FT.
						NEW	EXISTING	TOTAL			
43	4.07	J & F ENTERPRISE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-77-36	TLE						212	
44	4.07	EARL J. LAUDERS, III S.C.	33-12-77-45	TLE						306	
46	4.07	DANKE AND SONS, LLC	33-12-77-44	TLE						330	
47	4.07, 4.08	RICKERT INVESTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-77-39	TLE						588	
48	4.07	R.M. LEAHY LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-77-50, 33-12-77-51 & 33-12-77-52	TLE						765	
52	4.07	TORNADO PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-77-53 & 33-12-77-54	TLE						362	
54	4.07	WATER STREET BUILDING, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-77-55	TLE						181	
56	4.07	PEDRO-SERGIO, LLC	33-12-77-57	TLE						399	
57	4.07	TRACY ANN STRONG	33-12-77-58	TLE						392	
58	4.08	KEEN CAPITAL MANAGEMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	33-12-77-59	TLE						225	
59	4.08	CITY OF NEW LONDON, A WISCONSIN MUNICIPALITY	33-12-77-65 & 33-12-77-66	TLE						0	
62	4.08	FAMILY BAKE SHOP, LLC AS LAND CONTRACT PURCHASER AND HENRICA LAUGHLIN (FKA HENRICA BULT) AS LAND CONTRACT VENDOR	33-12-77-67	TLE						132	
63	4.08	JONAS MOTA CASTELLANOS AND GABINA HERNANDEZ-LUCIANO, HUSBAND & WIFE SURVIVORSHIP MARITAL PROPERTY AS LAND CONTRACT PURCHASERS AND JOHN E. ROMBERG AND MARY ANN ROMBERG AS LAND CONTRACT VENDORS	33-12-77-68	TLE						123	
64	4.08	JAMB PARTNERS LLC	33-12-77-69	TLE						420	
66	4.08	CITY OF NEW LONDON, A MUNICIPAL CORPORATION	33-12-77-70	TLE						0	
67	4.08	FIRST STATE BANK OF NEW LONDON	33-12-77-20	TLE						1400	
71	4.08, 4.09	MM COYLE FAMILY LIMITED PARTNERSHIP	33-12-77-75	FEE, TLE	0.100	188		188	0.096	517	
72	4.09	ELIZABETH A. HUTCHISON AND JEREMY HUTCHISON, WIFE AND HUSBAND, AS SURVIVORSHIP MARITAL PROPERTY	33-12-77-76	TLE						1414	
73	4.09, 4.10	ASSOCIATED BANK, N.A., SUCCESSOR BY MERGER WITH BANK MUTUAL FKA FIRST NORTHERN SAVINGS BANK FKA MUTUAL SAVINGS BANK PREVIOUSLY KNOWN AS NEW LONDON SAVINGS AND LOAN ASSOCIATION	33-12-77	TLE						1060	
74	4.08, 4.09 & 4.10	WOLF RIVER DEVELOPMENT, LLC	33-12-77-18 33-12-77-23 & 33-12-77-24	FEE, TLE TLE	0.380	23		23	0.379	3830	
76	4.10	ASSOCIATED BANK, N.A., SUCCESSOR BY MERGER WITH BANK MUTUAL FKA FIRST NORTHERN SAVINGS BANK FKA MUTUAL SAVINGS BANK PREVIOUSLY KNOWN AS NEW LONDON SAVINGS AND LOAN ASSOCIATION	33-12-77-8	FEE, TLE	0.430	141		141	0.427	1511	
77	4.10	ASSOCIATED BANK, N.A., SUCCESSOR BY MERGER WITH BANK MUTUAL FKA FIRST NORTHERN SAVINGS BANK FKA MUTUAL SAVINGS BANK PREVIOUSLY KNOWN AS NEW LONDON SAVINGS AND LOAN ASSOCIATION	33-12-77-1 & 33-12-77-2	TLE						1883	
79	4.09	WAUPACA COUNTY	33-12-77-71	PLE, TLE						519	519
80	4.08, 4.09	SHIVA BHATTARAI	33-12-77-80	FEE, TLE	0.340	150		150	0.337	3966	
100	4.06	NEW LONDON UTILITIES	33-12-71-52	RELEASE OF RIGHTS							

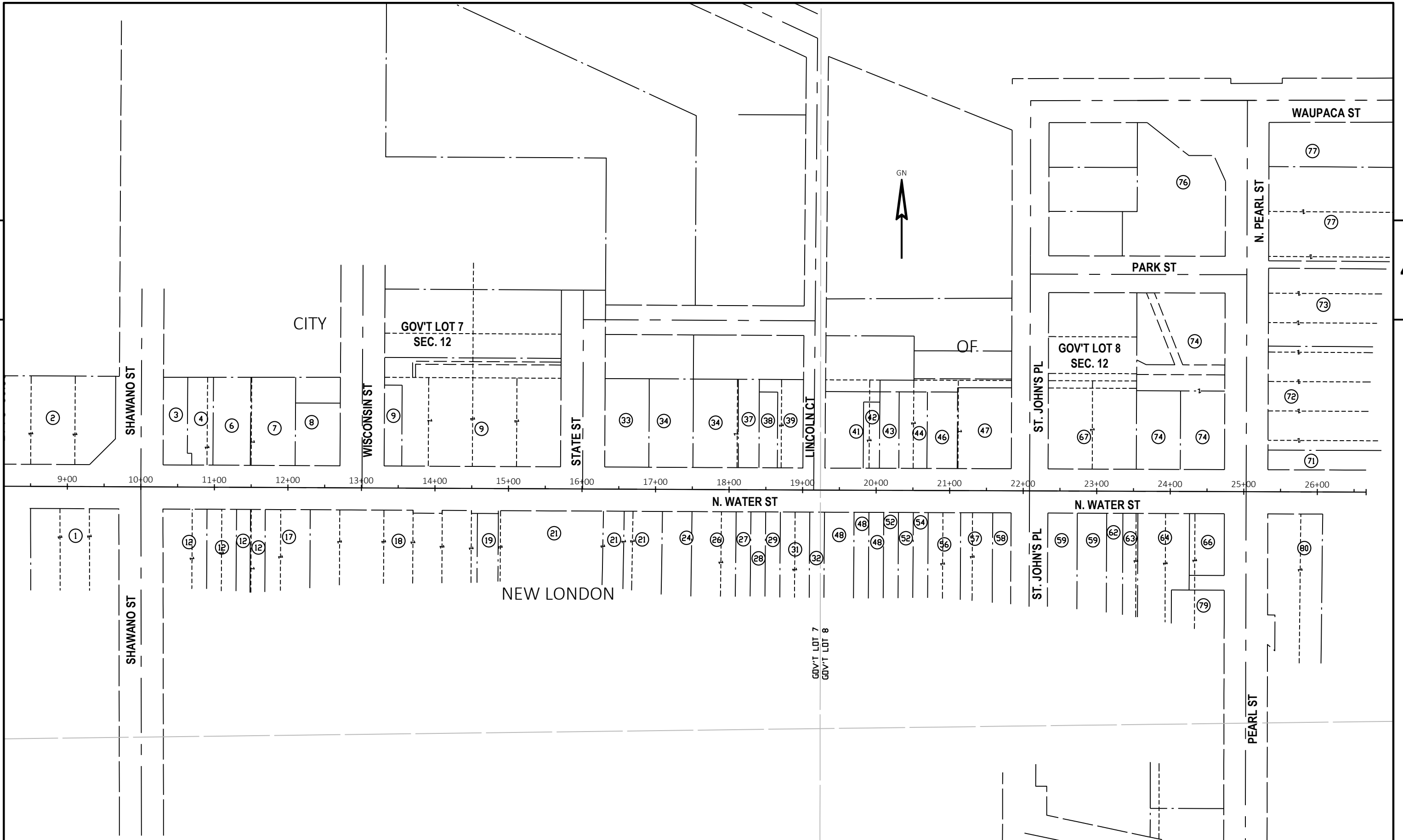
OWNER'S NAME ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTEREST TO THE CITY.

REVISION DATE	DATE	SCALE, FEET	HWY: N WATER STREET	STATE R/W PROJECT NUMBER	6996-04-02	PLAT SHEET	4.03
	GRID FACTOR		COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER	6996-04-72	PS&E SHEET	

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E



REVISION DATE	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DATE	_____
GRID FACTOR	_____



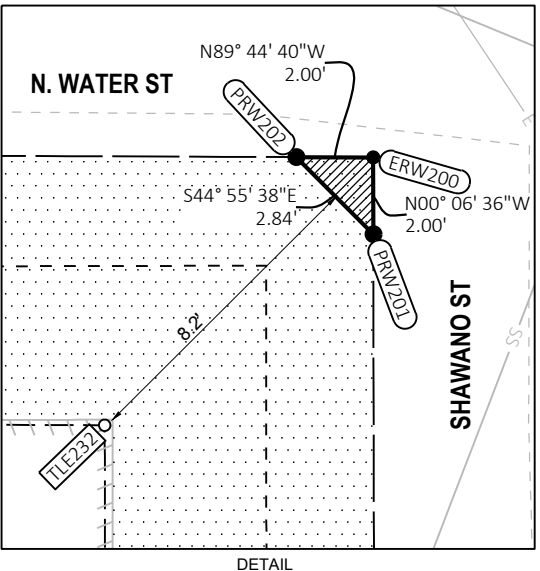
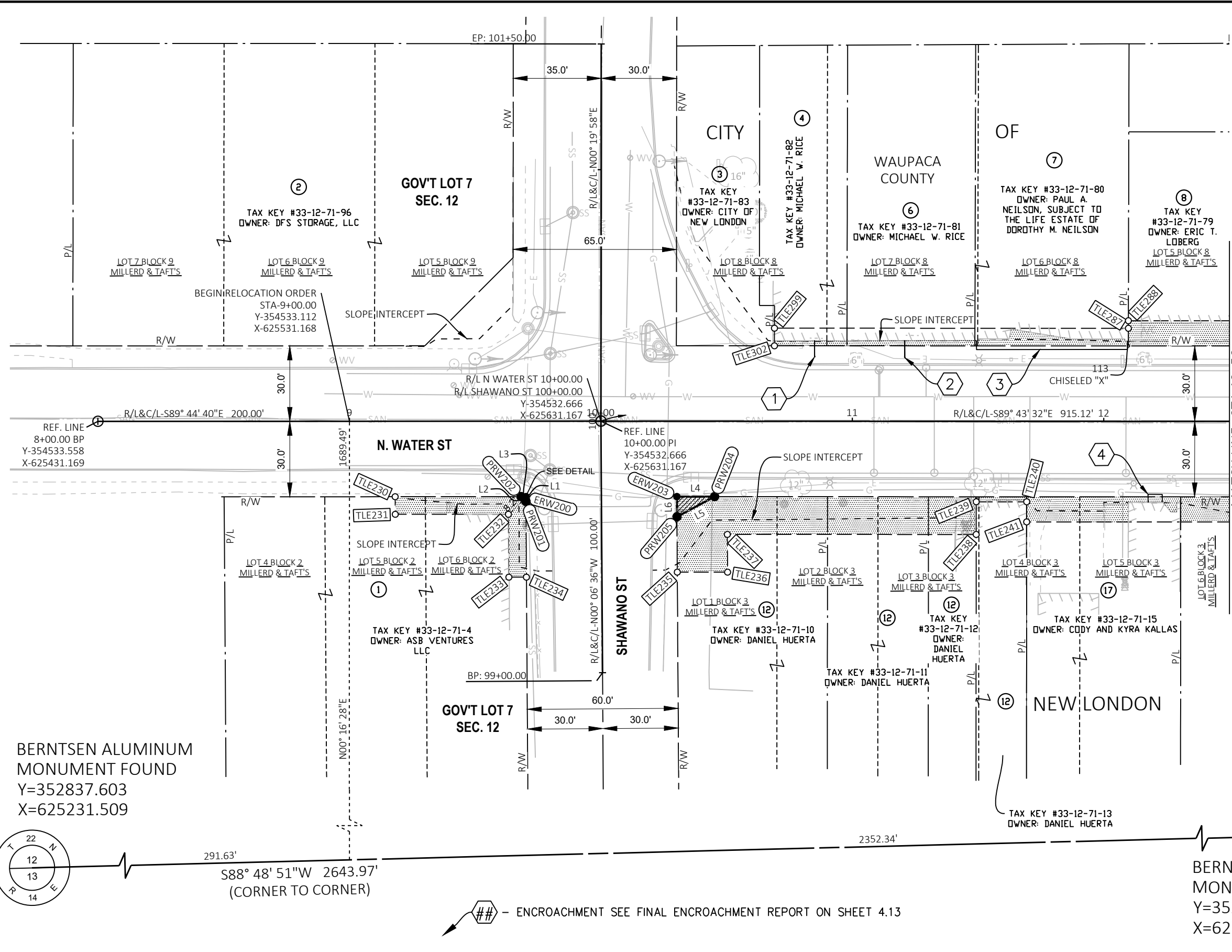
HWY: N WATER STREET
COUNTY: WAUPACA

STATE R/W PROJECT NUMBER	6996-04-02
CONSTRUCTION PROJECT NUMBER	6996-04-72

PLAT SHEET	4.04
PS&E SHEET	_____
<b>E</b>	

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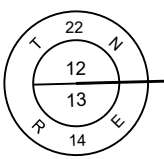


EXISTING R/W MONUMENTS FOUND			
POINT #	Y COORDS	X COORDS	FOUND
113	354561.664	625841.068	CHISELED "X"



NOTE: SEE PAGES 4.11 & 4.12 FOR STATION OFFSET TABLES, R/W LINE TABLES AND TLE & R/W ACQUISITION AREAS

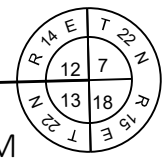
BERNTSEN ALUMINUM MONUMENT FOUND  
Y=352837.603  
X=625231.509



291.63'  
S88° 48' 51" W 2643.97'  
(CORNER TO CORNER)

## - ENCROACHMENT SEE FINAL ENCROACHMENT REPORT ON SHEET 4.13

BERNTSEN ALUMINUM MONUMENT FOUND  
Y=352892.319  
X=627874.909

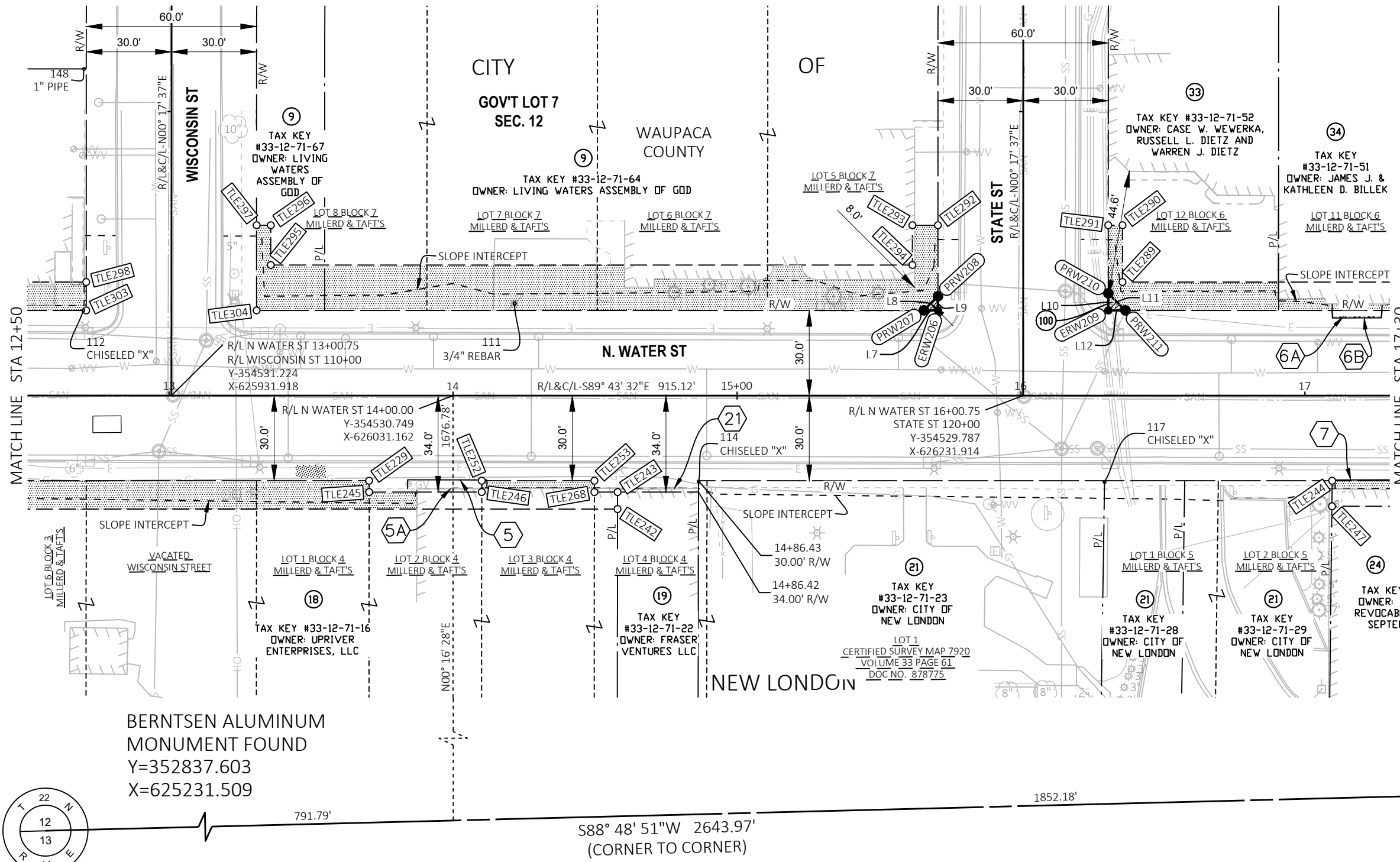


REVISION DATE	DATE	SCALE, FEET	HWY: N WATER STREET	STATE R/W PROJECT NUMBER	6996-04-02	PLAT SHEET	4.05
		0 20 40	COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER	6996-04-72	PS&E SHEET	

## - ENCROACHMENT SEE FINAL ENCROACHMENT REPORT ON SHEET 4.13



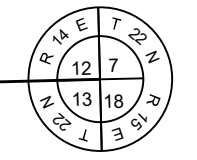
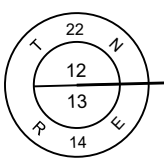
EXISTING R/W MONUMENTS FOUND			
POINT #	Y COORDS	X COORDS	FOUND
111	354563.097	626052.929	3/4" REBAR
112	354561.373	625900.988	CHISELED "X"
114	354500.023	626117.442	CHISELED "X"
117	354499.206	626260.417	CHISELED "X"
148	354646.375	625901.691	1" PIPE



NOTE: SEE PAGES 4.11 & 4.12 FOR STATION OFFSET TABLES, R/W LINE TABLES AND TLE & R/W ACQUISITION AREAS

BERNTSEN ALUMINUM MONUMENT FOUND  
Y=352837.603  
X=625231.509

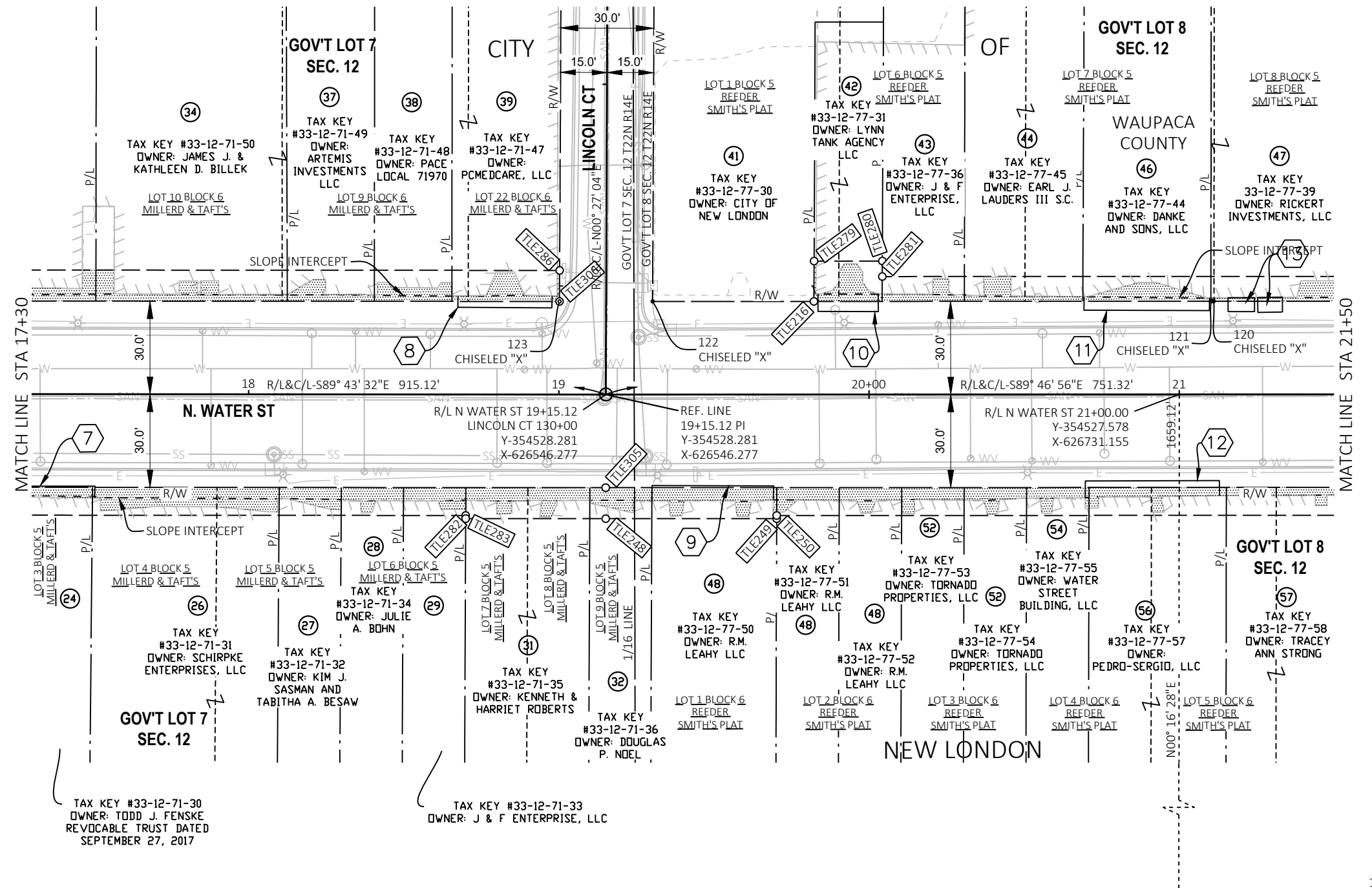
BERNTSEN ALUMINUM MONUMENT FOUND  
Y=352892.319  
X=627874.909



S88° 48' 51"W 2643.97'  
(CORNER TO CORNER)

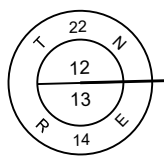
REVISION DATE	DATE	SCALE, FEET	HWY: N WATER STREET	STATE R/W PROJECT NUMBER	6996-04-02	PLAT SHEET	4.06
	GRID FACTOR		COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER	6996-04-72	PS&E SHEET	

## - ENCROACHMENT SEE FINAL ENCROACHMENT REPORT ON SHEET 4.13

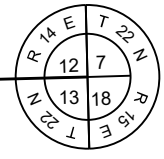


EXISTING R/W MONUMENTS FOUND			
POINT #	Y COORDS	X COORDS	FOUND
120	354557.526	626742.348	CHISELED "X"
121	354557.531	626741.603	CHISELED "X"
122	354558.223	626561.513	CHISELED "X"
123	354558.329	626531.509	CHISELED "X"

NOTE: SEE PAGES 4.11 & 4.12 FOR STATION OFFSET TABLES, R/W LINE TABLES AND TLE & R/W ACQUISITION AREAS



BERNTSEN ALUMINUM MONUMENT FOUND  
Y=352837.603  
X=625231.509

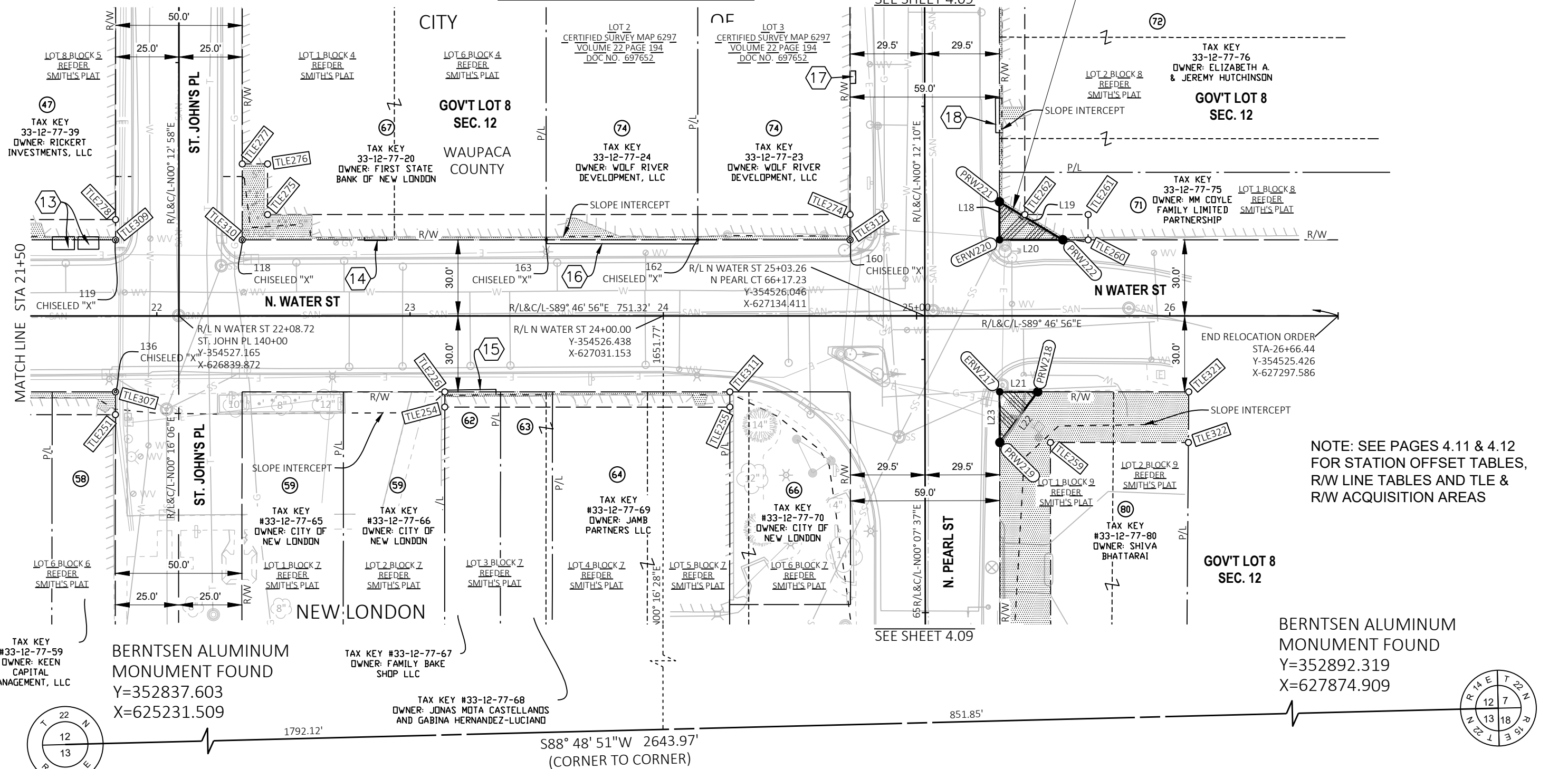


BERNTSEN ALUMINUM MONUMENT FOUND  
Y=352892.319  
X=627874.909

REVISION DATE	DATE	SCALE, FEET	HWY: N WATER STREET	STATE R/W PROJECT NUMBER	6996-04-02	PLAT SHEET	4.07
	GRID FACTOR		COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER	6996-04-72	PS&E SHEET	

## - ENCROACHMENT SEE FINAL ENCROACHMENT REPORT ON SHEET 4.13

EXISTING R/W MONUMENTS FOUND			
POINT #	Y COORDS	X COORDS	FOUND
118	354557.036	626865.017	CHISELED "X"
119	354557.247	626815.056	CHISELED "X"
136	354497.291	626814.758	CHISELED "X"
160	354556.158	627105.013	CHISELED "X"
162	354556.404	627044.827	CHISELED "X"
163	354556.621	626984.988	CHISELED "X"



NOTE: SEE PAGES 4.11 & 4.12 FOR STATION OFFSET TABLES, R/W LINE TABLES AND TLE & R/W ACQUISITION AREAS

BERNTSEN ALUMINUM MONUMENT FOUND  
Y=352892.319  
X=627874.909

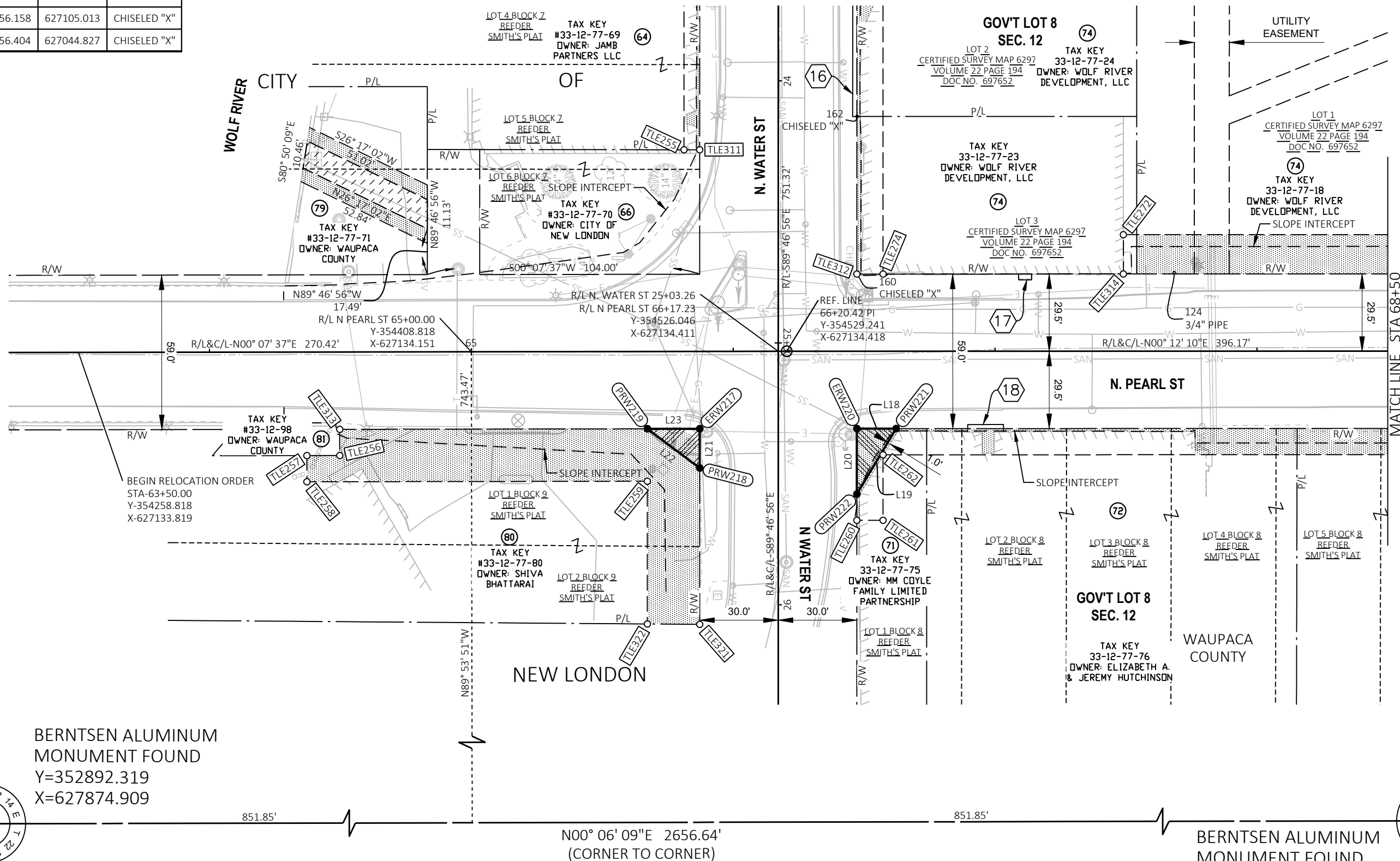
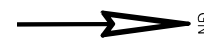
S88° 48' 51"W 2643.97'  
(CORNER TO CORNER)

REVISION DATE	DATE	SCALE, FEET	HWY: N WATER STREET	STATE R/W PROJECT NUMBER	6996-04-02	PLAT SHEET	4.08
	GRID FACTOR		COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER	6996-04-72	PS&E SHEET	



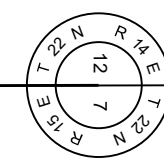
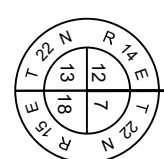
EXISTING R/W MONUMENTS FOUND			
POINT #	Y COORDS	X COORDS	FOUND
124	354677.354	627105.047	3/4" PIPE
160	354556.158	627105.013	CHISELED "X"
162	354556.404	627044.827	CHISELED "X"

## - ENCROACHMENT SEE FINAL ENCROACHMENT REPORT ON SHEET 4.13



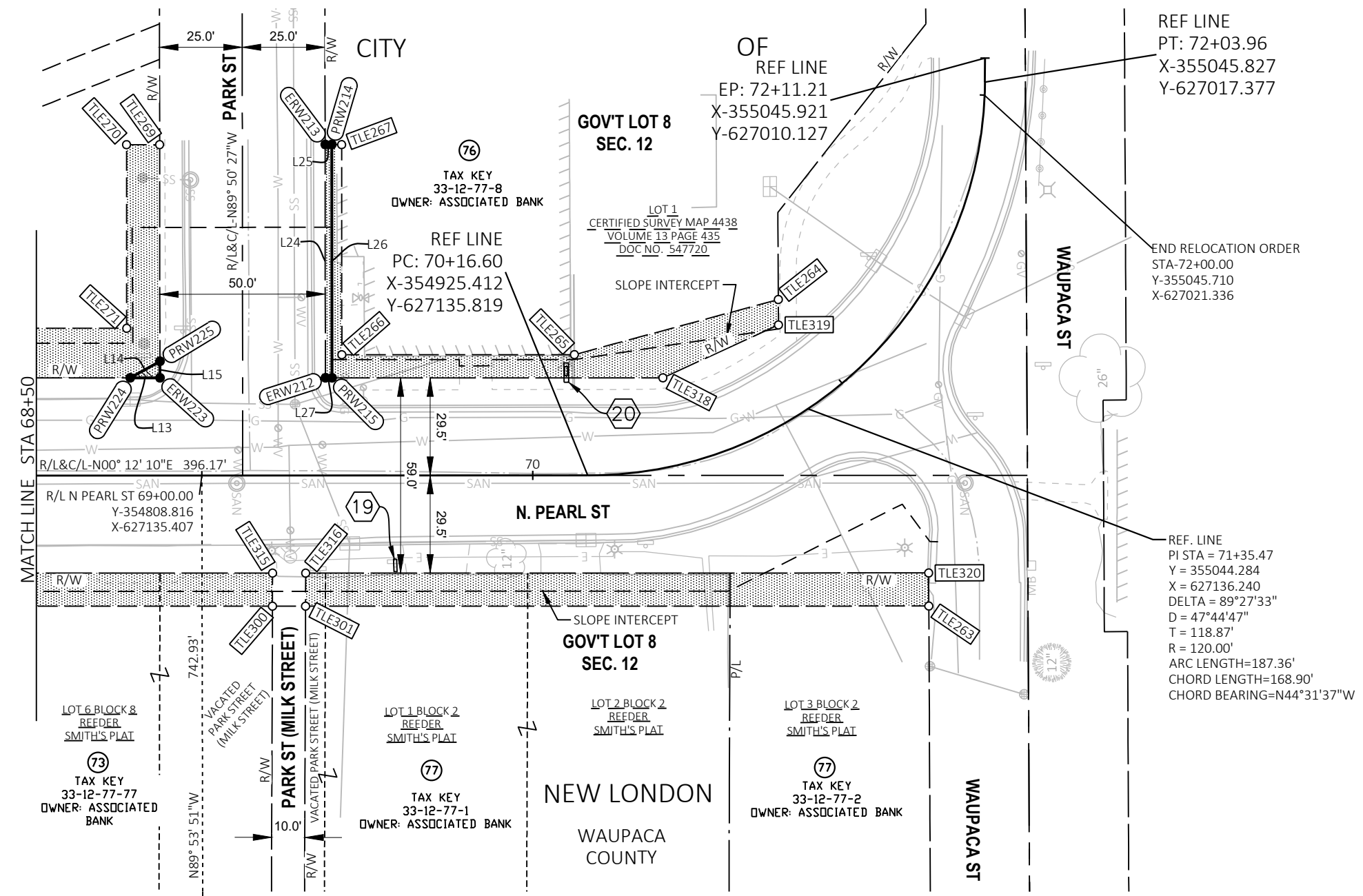
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REVISION DATE	DATE	SCALE, FEET	HWY: N WATER STREET	STATE R/W PROJECT NUMBER	6996-04-02	PLAT SHEET	4.09
	GRID FACTOR		COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER	6996-04-72	PS&E SHEET	

## - ENCROACHMENT SEE FINAL ENCROACHMENT REPORT ON SHEET 4.13



MATCH LINE STA 68+50  
 R/L&C/L-N00° 12' 10"E 396.17'  
 R/L N PEARL ST 69+00.00  
 Y-354808.816  
 X-627135.407

REF LINE  
 PC: 70+16.60  
 X-354925.412  
 Y-627135.819

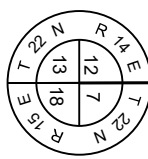
OF REF LINE  
 EP: 72+11.21  
 X-355045.921  
 Y-627010.127

REF LINE  
 PT: 72+03.96  
 X-355045.827  
 Y-627017.377

END RELOCATION ORDER  
 STA-72+00.00  
 Y-355045.710  
 X-627021.336

REF. LINE  
 PI STA = 71+35.47  
 Y = 355044.284  
 X = 627136.240  
 DELTA = 89°27'33"  
 D = 47°44'47"  
 T = 118.87'  
 R = 120.00'  
 ARC LENGTH=187.36'  
 CHORD LENGTH=168.90'  
 CHORD BEARING=N44°31'37"W

BERNTSEN ALUMINUM  
 MONUMENT FOUND  
 Y=352892.319  
 X=627874.909

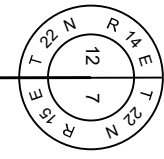


851.85'

N00° 06' 09"E 2656.64'  
 (CORNER TO CORNER)

851.85'

BERNTSEN ALUMINUM  
 MONUMENT FOUND  
 Y = 355548.958  
 X = 627879.657



REVISION DATE	DATE	SCALE, FEET	HWY: N WATER STREET	STATE R/W PROJECT NUMBER	6996-04-02	PLAT SHEET	4. 10
	GRID FACTOR		COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER	6996-04-72	PS&E SHEET	

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POINT	ALIGNMENT	STATION	OFFSET	Y COORDS	X COORDS	DESCRIPTION
200	N. WATER STREET	9+70.19	30.00' RT	354502.799	625601.224	ERW
201	N. WATER STREET	9+70.20	32.00' RT	354500.799	625601.228	PRW
202	N. WATER STREET	9+68.19	30.00' RT	354502.808	625599.224	PRW
203	N. WATER STREET	10+30.20	30.00' RT	354502.521	625661.225	ERW
204	N. WATER STREET	10+45.20	30.00' RT	354502.449	625676.225	PRW
205	N. WATER STREET	10+30.26	38.00' RT	354494.521	625661.240	PRW
206	N. WATER STREET	15+70.76	30.00' LT	354559.930	626202.068	ERW
207	N. WATER STREET	15+65.76	30.00' LT	354559.954	626197.069	PRW
208	N. WATER STREET	15+70.77	35.00' LT	354564.930	626202.094	PRW
209	N. WATER STREET	16+30.76	30.00' LT	354559.643	626262.068	ERW
210	N. WATER STREET	16+30.77	36.00' LT	354565.643	626262.099	PRW
211	N. WATER STREET	16+36.76	30.00' LT	354559.614	626268.068	PRW
212	PEARL STREET	69+37.32	29.50' LT	354846.236	627106.039	ERW
213	PEARL STREET	69+37.26	100.00' LT	354846.432	627035.539	ERW
214	PEARL STREET	69+39.26	100.00' LT	354848.432	627035.545	PRW
215	PEARL STREET	69+39.32	29.50' LT	354848.236	627106.045	PRW
217	N. WATER STREET	25+32.81	30.00' RT	354495.934	627163.844	ERW
218	N. WATER STREET	25+47.81	30.00' RT	354495.877	627178.844	PRW
219	N. WATER STREET	25+32.84	50.00' RT	354475.934	627163.800	PRW
220	N. WATER STREET	25+32.75	30.00' LT	354555.934	627164.013	ERW
221	N. WATER STREET	25+32.74	45.00' LT	354570.934	627164.066	PRW
222	N. WATER STREET	25+57.75	30.00' LT	354555.839	627189.012	PRW
223	PEARL STREET	68+87.32	29.50' LT	354796.236	627105.862	ERW
224	PEARL STREET	68+78.32	29.50' LT	354787.237	627105.830	PRW
225	PEARL STREET	68+87.31	34.50' LT	354796.250	627100.862	PRW

TLE AREA FOR GRADING	
Parcel #	Area
1	539 SQ. FT.
4	202 SQ. FT.
6	356 SQ. FT.
7	427 SQ. FT.
8	610 SQ. FT.
9	4036 SQ. FT.
12	2126 SQ. FT.
17	613 SQ. FT.
18	2082 SQ. FT.
24	361 SQ. FT.
26	541 SQ. FT.
27	180 SQ. FT.
28	180 SQ. FT.
29	180 SQ. FT.

TLE AREA FOR GRADING	
Parcel #	Area
31	400 SQ. FT.
32	200 SQ. FT.
33	700 SQ. FT.
34	1217 SQ. FT.
37	281 SQ. FT.
38	250 SQ. FT.
39	347 SQ. FT.
42	286 SQ. FT.
43	212 SQ. FT.
44	306 SQ. FT.
46	330 SQ. FT.
48	765 SQ. FT.
52	362 SQ. FT.
54	181 SQ. FT.

TLE AREA FOR GRADING	
Parcel #	Area
56	399 SQ. FT.
57	392 SQ. FT.
58	225 SQ. FT.
62	132 SQ. FT.
63	123 SQ. FT.
64	420 SQ. FT.
67	1400 SQ. FT.
71	517 SQ. FT.
72	1414 SQ. FT.
73	1060 SQ. FT.
74	3830 SQ. FT.
76	1511 SQ. FT.
77	1883 SQ. FT.
80	3966 SQ. FT.

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PROPOSED R/W AREAS	
Parcel #	Area
1	2 SQ. FT.
9	13 SQ. FT.
12	60 SQ. FT.
33	18 SQ. FT.
71	187 SQ. FT.
74	23 SQ. FT.
76	141 SQ. FT.
80	150 SQ. FT.

PARCEL 1 R/W Line Table		
Line #	Length	Direction
L1	2.00	S00°06'36"E
L2	2.84	N44°55'38"W
L3	2.00	S89°44'40"E

PARCEL 9 R/W Line Table		
Line #	Length	Direction
L7	5.00	N89°43'32"W
L8	7.07	N45°17'03"E
L9	5.00	S00°17'37"W

PARCEL 12 R/W Line Table		
Line #	Length	Direction
L4	15.00	S89°43'32"E
L5	16.95	S62°07'02"W
L6	8.00	N00°06'36"W

PARCEL 33 R/W Line Table		
Line #	Length	Direction
L10	6.00	N00°17'37"E
L11	8.48	S44°42'57"E
L12	6.00	N89°43'32"W

PARCEL 71 R/W Line Table		
Line #	Length	Direction
L18	15.00	N00°12'10"E
L19	29.16	S58°49'21"E
L20	25.00	N89°46'56"W

PARCEL 74 R/W Line Table		
Line #	Length	Direction
L13	9.00	S00°12'10"W
L14	10.29	N28°51'44"W
L15	5.00	S89°50'27"E

PARCEL 76 R/W Line Table		
Line #	Length	Direction
L24	70.50	N89°50'27"W
L25	2.00	N00°09'33"E
L26	70.50	S89°50'27"E
L27	2.00	S00°12'10"W

PARCEL 80 R/W Line Table		
Line #	Length	Direction
L21	15.00	S89°46'56"E
L22	24.98	S37°01'46"W
L23	20.00	N00°07'37"E

REVISION DATE \_\_\_\_\_  
 \_\_\_\_\_  
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DATE \_\_\_\_\_  
 GRID FACTOR \_\_\_\_\_



HWY: N WATER STREET  
 COUNTY: WAUPACA

STATE R/W PROJECT NUMBER 6996-04-02  
 CONSTRUCTION PROJECT NUMBER 6996-04-72

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POINT	ALIGNMENT	STATION	OFFSET	DESCRIPTION
216	N. WATER STREET	19+82.24	30.00' LT	TLE
226	N. WATER STREET	23+13.73	30.00' RT	TLE
229	N. WATER STREET	13+70.42	30.00' RT	TLE
230	N. WATER STREET	9+18.19	30.00' RT	TLE
231	N. WATER STREET	9+18.23	37.00' RT	TLE
232	N. WATER STREET	9+63.24	37.00' RT	TLE
233	N. WATER STREET	9+63.39	62.00' RT	TLE
234	N. WATER STREET	9+70.38	62.00' RT	TLE
235	N. WATER STREET	10+30.40	60.00' RT	TLE
236	N. WATER STREET	10+50.40	60.00' RT	TLE
237	N. WATER STREET	10+50.30	45.00' RT	TLE
238	N. WATER STREET	11+49.28	45.00' RT	TLE
239	N. WATER STREET	11+49.29	32.00' RT	TLE
240	N. WATER STREET	11+69.36	32.00' RT	TLE
241	N. WATER STREET	11+69.35	40.00' RT	TLE
242	N. WATER STREET	14+57.91	40.00' RT	TLE
243	N. WATER STREET	14+57.92	34.00' RT	TLE
244	N. WATER STREET	17+09.63	30.00' RT	TLE
245	N. WATER STREET	13+70.41	34.00' RT	TLE
246	N. WATER STREET	14+10.08	34.00' RT	TLE
247	N. WATER STREET	17+09.58	39.00' RT	TLE
248	N. WATER STREET	19+15.14	40.00' RT	TLE
249	N. WATER STREET	19+70.22	40.00' RT	TLE
250	N. WATER STREET	19+70.22	39.00' RT	TLE
251	N. WATER STREET	21+83.68	39.00' RT	TLE
252	N. WATER STREET	14+10.09	30.00' RT	TLE
253	N. WATER STREET	14+49.76	30.00' RT	TLE
254	N. WATER STREET	23+13.73	36.00' RT	TLE
255	N. WATER STREET	24+26.29	36.00' RT	TLE
259	N. WATER STREET	25+52.84	50.00' RT	TLE
260	N. WATER STREET	25+67.75	30.00' LT	TLE
261	N. WATER STREET	25+67.74	40.00' LT	TLE
262	N. WATER STREET	25+42.74	40.00' LT	TLE
268	N. WATER STREET	14+49.75	34.00' RT	TLE
274	N. WATER STREET	24+73.74	40.00' LT	TLE

POINT	ALIGNMENT	STATION	OFFSET	DESCRIPTION
275	N. WATER STREET	22+43.75	40.00' LT	TLE
276	N. WATER STREET	22+43.77	60.00' LT	TLE
277	N. WATER STREET	22+33.77	60.00' LT	TLE
278	N. WATER STREET	21+83.74	38.00' LT	TLE
279	N. WATER STREET	19+82.31	43.00' LT	TLE
280	N. WATER STREET	20+04.31	43.00' LT	TLE
281	N. WATER STREET	20+04.29	38.00' LT	TLE
282	N. WATER STREET	18+70.00	39.00' RT	TLE
283	N. WATER STREET	18+70.00	40.00' RT	TLE
286	N. WATER STREET	19+00.26	40.00' LT	TLE
287	N. WATER STREET	12+09.78	37.00' LT	TLE
288	N. WATER STREET	12+09.79	40.00' LT	TLE
289	N. WATER STREET	16+35.77	40.00' LT	TLE
290	N. WATER STREET	16+35.77	60.00' LT	TLE
291	N. WATER STREET	16+30.77	60.00' LT	TLE
292	N. WATER STREET	15+70.77	60.00' LT	TLE
293	N. WATER STREET	15+61.77	60.00' LT	TLE
294	N. WATER STREET	15+61.77	46.00' LT	TLE
295	N. WATER STREET	13+35.77	46.00' LT	TLE
296	N. WATER STREET	13+35.77	60.00' LT	TLE
297	N. WATER STREET	13+30.77	60.00' LT	TLE
298	N. WATER STREET	12+70.77	40.00' LT	TLE
299	N. WATER STREET	10+69.04	37.00' LT	TLE
302	N. WATER STREET	10+69.03	30.00' LT	TLE
303	N. WATER STREET	12+70.76	30.00' LT	TLE
304	N. WATER STREET	13+30.76	30.00' LT	TLE
305	N. WATER STREET	19+15.14	30.00' RT	TLE
306	N. WATER STREET	19+00.21	30.00' LT	TLE
307	N. WATER STREET	21+83.69	30.00' RT	TLE
309	N. WATER STREET	21+83.74	30.00' LT	TLE
310	N. WATER STREET	22+33.74	30.00' LT	TLE
311	N. WATER STREET	24+26.29	30.00' RT	TLE
312	N. WATER STREET	24+73.75	30.00' LT	TLE
321	N. WATER STREET	26+07.48	30.00' RT	TLE
322	N. WATER STREET	26+07.32	50.00' RT	TLE

POINT	ALIGNMENT	STATION	OFFSET	DESCRIPTION
255	N. PEARL STREET	65+81.35	77.03' LT	TLE
256	N. PEARL STREET	64+49.70	39.50' RT	TLE
257	N. PEARL STREET	64+37.17	39.50' RT	TLE
258	N. PEARL STREET	64+37.15	49.50' RT	TLE
259	N. PEARL STREET	65+67.15	49.50' RT	TLE
262	N. PEARL STREET	66+57.22	39.50' RT	TLE
263	N. PEARL STREET	70+85.44	69.90' RT	TLE
264	N. PEARL STREET	71+01.96	31.76' LT	TLE
265	N. PEARL STREET	70+12.57	36.50' LT	TLE
266	N. PEARL STREET	69+42.31	36.50' LT	TLE
267	N. PEARL STREET	69+42.26	100.00' LT	TLE
269	N. PEARL STREET	68+87.26	100.00' LT	TLE
270	N. PEARL STREET	68+77.26	100.00' LT	TLE
271	N. PEARL STREET	68+77.31	44.50' LT	TLE
272	N. PEARL STREET	67+49.00	44.50' LT	TLE
274	N. PEARL STREET	66+57.24	29.50' LT	TLE
300	N. PEARL STREET	69+21.33	39.50' RT	TLE
301	N. PEARL STREET	69+31.33	39.50' RT	TLE
311	N. PEARL STREET	65+87.35	77.02' LT	TLE
312	N. PEARL STREET	66+47.24	29.50' LT	TLE
313	N. PEARL STREET	64+49.72	29.50' RT	TLE
314	N. PEARL STREET	67+48.98	29.50' LT	TLE
315	N. PEARL STREET	69+21.36	29.50' RT	TLE
316	N. PEARL STREET	69+31.36	29.50' RT	TLE
318	N. PEARL STREET	70+46.11	26.69' LT	TLE
319	N. PEARL STREET	70+95.60	25.78' LT	TLE

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REVISION DATE \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE \_\_\_\_\_  
 GRID FACTOR \_\_\_\_\_



HWY: N WATER STREET  
 COUNTY: WAUPACA

STATE R/W PROJECT NUMBER 6996-04-02  
 CONSTRUCTION PROJECT NUMBER 6996-04-72

PLAT SHEET 4. 12  
 PS&E SHEET \_\_\_\_\_

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**Encroachment Report**  
**6996-04-72, Water St, New London**

<u>Encroachment ID</u>	<u>Parcel #</u>	<u>Approximate Station</u>	<u>Encroachment Description</u>	<u>Existing Right of Way Width from plat R/L</u>	<u>Distance from R/L to front of Encroachment</u>	<u>Waupaca Co. Parcel ID</u>	<u>Owner Occupant Name and Address</u>	<u>Hazard</u>	<u>Proposed Action</u>
1	4	10+85 LT	Pole with Sign	30'	25.6'	33-12-71-82	Micheal W. Rice	N	Remain in place*
2	6	11+21 LT	Pole for Sign	30'	25.3'	33-12-71-81	Micheal W. Rice	N	Owner to Remove
3	7	11+49 - 12+09 LT	Awning	30'	28.6'	33-12-71-80	Paul A. Neilson	N	Remain in place*
4	17	12+18 - 12+23 RT	Balcony	30'	29.1'	33-12-71-15	Cody and Kyra Kallas	N	Remain in place*
5	18	13+84 - 14+12 RT	Awning	30'	29.7'	33-12-71-16	Upriver Enterprises, LLC	N	Remain in place*
5A	18	13+87 - 14+10 RT	Building	34'	32.8'	33-12-71-16	Upriver Enterprises, LLC	N	Remain in place*
21	19	14+50 - 14+86	Building	34'	32.7'	33-12-71-22	Fraser Ventures LLC	N	Remain in place*
6A	34	17+10 - 17+27 LT	Steps	30'	27.4'	33-12-71-51	James J. & Kathleen D. Billek	N	Remove and replace by owner
6B	34	17+10 - 17+27 LT	Balcony	30'	27.4'	33-12-71-51	James J. & Kathleen D. Billek	N	Remain in place*
7	24	17+11 - 17+50 RT	Awning	30'	29.6'	33-12-71-30	Todd J. Fenske Revocable Trust Dated September 27,2017	N	Remain in place*
8	39	18+67 - 18+98 LT	Awning	30'	28.5'	33-12-71-47	PCMEDCARE, LLC	N	Remain in place*
9	48	19+30 - 19+69 RT	Awning	30'	29.5'	33-12-77-50	R.M. Leahy LLC	N	Remain in place*
10	42	19+84 - 20+03 LT	Awning	30'	26.8'	33-12-77-31	Lynn Tank Agency LLC	N	Remain in place*
11	46	20+69 - 21+10 LT	Awning	30'	27'	33-12-77-44	Danke and Sons, LLC	N	Remain in place*
12	56	20+70 - 21+13 RT	Awning	30'	27.8'	33-12-77-57	Pedro-Sergio, LLC	N	Remain in place*
13	47	21+16 - 21+77 LT	Four Awnings	30'	26.2'	33-12-77-39	Rickert Investments, LLC	N	Remain in place*
14	67	22+82 - 22+91 LT	Awning	30'	29.7'	33-12-77-20	First State Bank of New London	N	Remain in place*
15	62	23+13 - 23+34 RT	Awning	30'	29.2'	33-12-77-67	Family Bake Shop, LLC	N	Remain in place*
16	74	23+54 - 24+14 LT	Awning	30'	28.5'	33-12-77-24	Wolf River Development, LLC	N	Remain in place*
17	74	67+09 - 67+14 LT	Concrete Steps	29.5'	27.3'	33-12-77-23	Wolf River Development, LLC	N	Remain in place*
18	72	66+90 - 67+03 RT	Awning	29.5'	27.9'	33-12-77-76	Elizabeth A. & Jeremy Hutchinson	N	Remain in place*
19	77	69+58 RT	Sign	29.5'	25.2'	33-12-77-1	Assosiated Bank	N	Remain in place*
20	76	70+10 LT	Sign Overhang	29.5'	28' (sign base is 30-lt)	33-12-77-8	Associated Bank	N	Remain in place*

\* = Revocable Occupancy  
 Permit required

REVISION DATE	DATE	SCALE, FEET	HWY: N WATER STREET	STATE R/W PROJECT NUMBER 6996-04-02	PLAT SHEET 4.13
	GRID FACTOR		COUNTY: WAUPACA	CONSTRUCTION PROJECT NUMBER 6996-04-72	PS&E SHEET

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E

# Waupaca County Economic Development Corporation

To: Mayors, Village Presidents, City Councils & Village Boards

From: Jeff Mikorski, WCEDC Executive Director

Re: Monthly Report for April 2023

## Updates:

### WCEDC Transportation Program

Through State Workforce Innovation Grant funding, the Waupaca County Catch-a-ride program provided its first ride on December 15, 2022 through sub-grantee Feonix Mobility Rising. During the first few months Feonix tested the technology platform, hired drivers, established a call center, developed a [web page](#) and mobile apps, and leased vehicles; while working with a select number of employers. The testing phase is complete, and our Waupaca County Catch-a-ride is open to any employees needing a ride to or from work in Waupaca County. Each month we are receiving more ride requests (requests currently need to be requested 24 hours in advance, but we hope to reduce that in the future). As seen in Figure 1, March 2023 included 280 rides covering 4,378 trip miles. The busiest times are early morning and late afternoon.

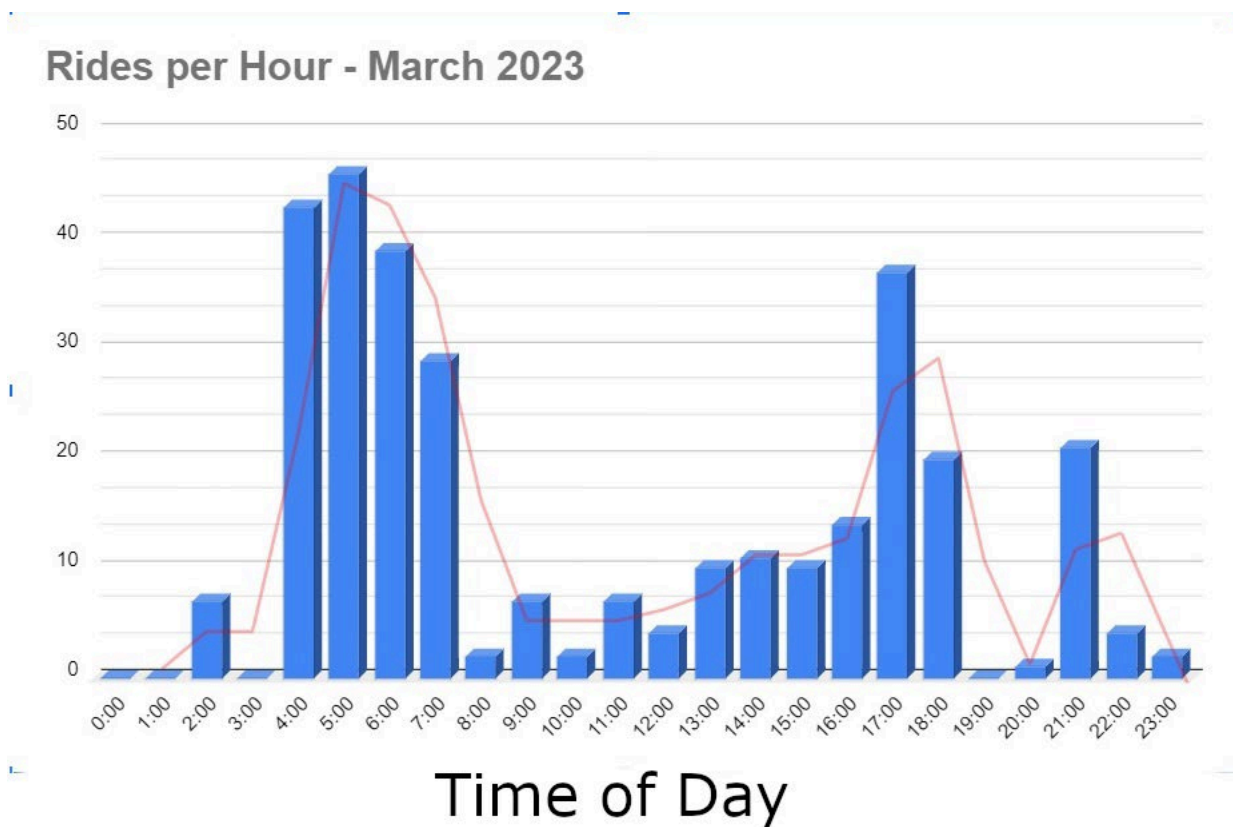


Figure 1: Catch-a-ride Activity.

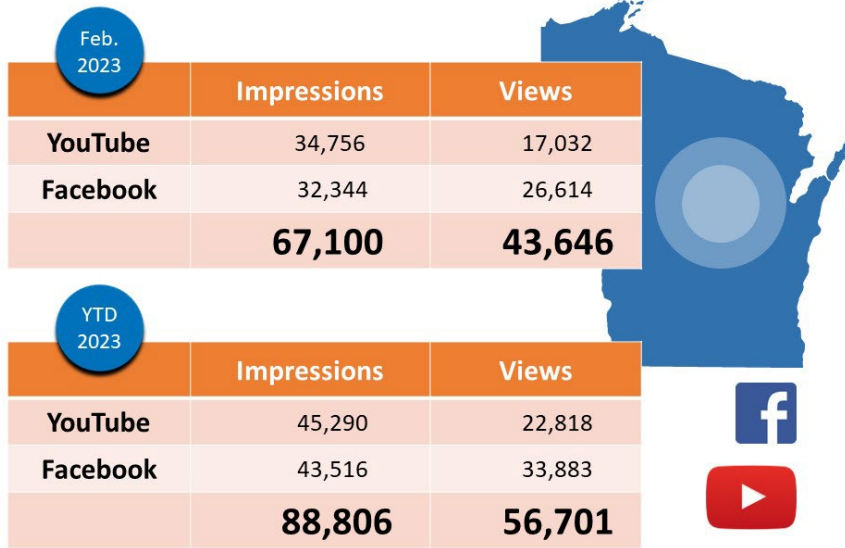
A total of 746 rides have been scheduled since December 15, 2022. Currently Waupaca County Catch-a-ride has three vehicles (expecting delivery of an accessible van in the coming weeks) and five full-time drivers (and expected to hire part-time drivers). We will expand capacity as ridership grows to serve the County workforce.

# Waupaca County Economic Development Corporation

## WCEDC Marketing COOP

The WCEDC Marketing COOP has been advertising Waupaca County for over 10 years. It is a coordinated marketing effort to pool funds from the County and all eight member municipalities (Waupaca, New London, Clintonville, Iola, Manawa, Weyauwega, Marion and Fremont). With additional County funding, the WCEDC was able to double the 2023 social media advertising of Waupaca County videos to nearby locals and day trippers (Figure 2), and targeted visitor recruitment areas (Figure 3) on Facebook, Instagram, and YouTube. A surprisingly high rate of views based on the number of impressions suggests that people presented with Waupaca County information have interest in the advertised videos.

### COOP Videos:



To highlight Waupaca County recreational activities, new videos will be developed throughout 2023 that will help show-off the County and help to draw-in visitors, customers, and potential residents. The videos will lead interested viewers to a new County Tourism webpage that will provide additional information about the County, municipalities, events, and recreational opportunities. WCEDC looks forward to working with the Greenways Commission and the County Land Information Office to provide interactive maps of the areas to bike, hike, paddle, ski, and snowshoe.

Figure 2: Local and Day-trippers

The maps will also provide added information about the nearby communities and businesses.

### High Potential Zip Code Recruitment:

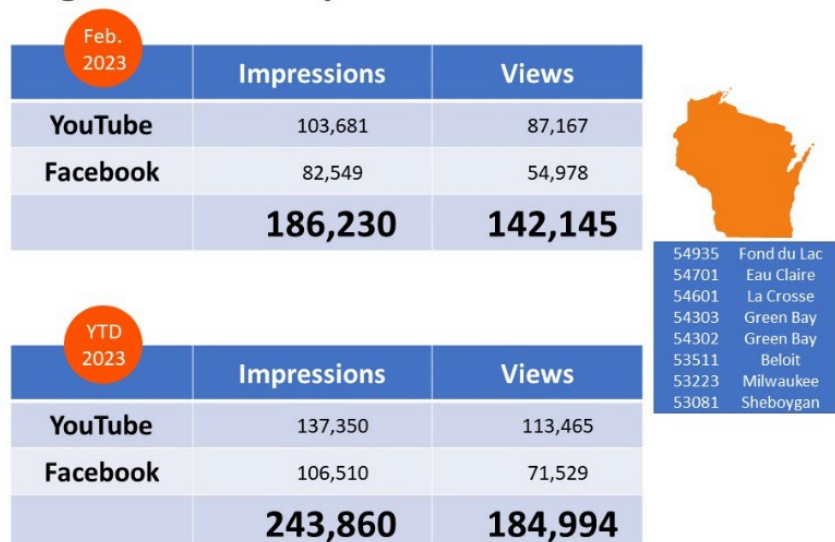


Figure 3: Targeted visitor recruitment

P.O. Box 52 – New London, Wisconsin 54961 – WCEDC.ORG  
 Cell: (920) 982-1582 – Email: wcedc@charter.net

**New London Library and Museum**  
**Board of Directors Regular Meeting- March 27, 2023**

President Ginny Schlais called the regular meeting to order at 5:00 p.m. Present: Bill Fleese via phone, Mary Dickrell, Steve Hart, Carrie LaBair, Tina Ruckdashel, Library Director Ann Hunt, Museum Director - Christine Cross. Excused: Betty Roberts. Others Present: Brenda Hansen, Connie Zolkoske

**Secretary's Report**

Motion by Fleese/Dickrell to accept the minutes of the February 20, 2023 meeting. Motion carried.

**Financial Reports**

Motion by LaBair/Ruckdashel to approve the March 2023 financial reports for the New London Public Library bills amounting to \$26,854.27 and the New London Public Museum bills amounting to \$1,334.05. Library income for the month of March is \$386.50. Museum had no income for the month of March. Motion carried.

**Museum Director's Report**

See attached report.

**Library Director's Report**

See attached report.

**Unfinished Business Discussion/Action**

1. Project Progress. Ann presented the board with an email from Keller Project Manager Devin Flanigan outlining the timing of the project with a Summer 2024 opening or Summer 2025 opening. The fundraising committee is recommending a Summer 2024 opening. Motion by LaBair/Dickrell to proceed with the timeline for a Summer 2024 opening. Motion carried.
2. Fundraising Update. Fundraising is continuing for the project.

**New Business Discussion/Action**

1. Museum Expansion Committee Recommendations. Christine presented the 2016 masterplan by Engberg/Anderson and has asked for an updated masterplan not to exceed \$10,000. The Museum Expansion Committee recommended that the Library and Museum Board accept the Masterplan Update Agreement with Engberg/Anderson. Motion by LaBair/Dickrell to accept Masterplan Update Agreement. Motion carried.
2. Request to close the museum. Christine has asked to close the museum to visitors on April 17 while testing of the taxidermy exhibits. Motion by Dickrell/LaBair to approve closing the museum on April 17 for testing. Motion carried.
3. Discussion of January 30 meeting. Christine asked for feedback on the January 30 meeting regarding museum expansion.
4. Chimney Discussion. The shingles for the library are starting to be manufactured. Ann provided photos of the damage to the chimneys on the library and museum. Discussion on whether the chimneys should be removed or repaired. Removal may affect National Register status. Christine will check into that.

**Public Comment**

Connie Zolkoske announced that the Friends of the Library book sale will be April 20-22.

**Adjourn**

Motion by Dickrell/Fleese to adjourn. Motion carried. Meeting adjourned at 7:00 p.m.

**Respectfully submitted,**

**Steve Hart**



**New London Public Museum**  
**Monthly report for the March 27, 2023 Board Meeting**

February 2023 Attendance: 201

February 2022 Attendance: 116

Adults: 88

Teens: 35

Children: 78

*The purpose of the New London Public Museum is to preserve and promote our community's natural, native, and historical culture for the benefit of the public.*

**Programs**

- Christy is working on projects and programs for no school days. She is doing a mixture of drop-in projects at the museum and take-n-makes
- Christy is also working on her plans for the museum summer programs

**Outreach**

- The museum, Parks & Recreation department, and Mosquito Hill are partnering with a combined booth for Fall Family Fest in September

**Exhibits**

- *Henri: Make America Beautiful* exhibit is open now through May 5
- The hallway display focusing on Killaloe and the Sister City program is complete

**Administration**

- Christine attended a capital campaign workshop in Watertown March 13-15
- Christine is requesting the closure of the museum on Monday, April 17 so that MACC can perform the taxidermy testing. FNLPM provided a grant for this testing
- Christine is working with Conserv to get the data loggers system set up. This was funded with a grant from FNLPM. The goal is to have the system in place and functional in May

**Museum Project**

- Thank you for attending joint meeting on Monday, January 30, 2023. A discussion of the meeting will take place at the March Library/Museum board meeting
- The Museum Expansion Committee recommends to the Library/Museum board to proceed with the Masterplan Update Agreement with Engberg Anderson. This is funded through the City's 2023 Capital Projects budget.

**FNLPM**

- The Friends of the New London Public Museum hosted their annual meeting on Tuesday, March 21 from 5:30-7:00pm at Familiar Grounds.

Respectfully submitted by:

Christine Cross

Director

**Library Director's Report  
March 2023**

Feb23 Attend: 2,624	YTD: 5,271	Feb22 Attend: 2,495	YTD: 4,529
Feb23 Circ: 4,625	YTD: 9,054	Feb22 Circ: 4,383	YTD: 8,898
Wireless Statistics: 397		YTD 822	
Computer Use 241		YTD 537	
Hoopla audio 136	YTD 310	Hoopla ebooks 71	YTD 137
E-audio 498	YTD 1,101	E-books 457	YTD 1,007

**TECC Security**

We have been having problems with the museum service door being recognized by the security system. I asked TECC Security to come to check it and give us some solutions to the problem. I also asked them to look at the north service door as that has stopped notifying us when people are entering and departing the building using that door. They will give me a quote on the amount to fix the issues.

**Grants**

We have applied for a grant from the federal government through FY Congressionally Directed Spending Request through Tammy Baldwin's office. I have heard they won't be awarded until December. At least that is what happened last year.

**Programs**

The Book Express program sign up for kids has been going well. We learned how to use the cricket, vinyl, and hot press to make the book bags we will use for this program. Next, we need to learn how to use the sublimation printer.

We are signing people up for three time slots for the wooden round welcome sign. The slots are nearly full. The next program will be making resin keychains.

We continue to have over 100 Take and Makes go home for children. Between 50 and 75 teens and adults take them as well.

Respectfully submitted,

*Ann Hunt*

Ann Hunt, Director

Police & Fire Commission  
700 Shiocton Street  
New London, WI 54961-1160

**Monday March 20<sup>th</sup>, 2023**

Commission Present: Tom Schmude (Pres) excused, Corey Knepfel (Sec), Doug Noel, April Kopitzke, Travis Kloehn (Zoom)

Police Chief: Jeffrey Schlueter

Fire Chief: Mark Wilfuer

Others Present:

Meeting called to order at 5:30 PM by Knepfel.

- Adoption of Agenda – Kloehn 2<sup>nd</sup> Kopitzke – carried 4-0
- Public Comment: Next month the PFC will look at an ordinance to mandate only 1 fire inspection each year.
- Motion to approve prior minutes from 2/20/2023:  
Kopitzke, 2<sup>nd</sup> Noel Carried 4-0
- The Commission recognizes service anniversaries.  
Fire Department:  
  
Police Department: Luke Curtis 5 years
- Report of the Fire Department by Chief Mark Wilfuer
  - Motion to approve the bills as presented for February in the amount of: \$6,002.29: Kloehn, 2<sup>nd</sup> Kopitzke; Carried 4-0
  - Budget as of January 31<sup>st</sup> reviewed- 3.77%
  - Discuss Fire Department Equipment/Technology
    - Chief Wilfuer reported the non-slip floor coated is being completed this week.
  - Fire runs and service calls reviewed
  - Staffing and Training reviewed  
Currently full staffed.  
The fire department is in the middle of completing the driver operator class.
  - Discuss Chief hours

Chief Wilfuer reported that he worked 21 hours in the month of January. These hours are in addition to fire calls.

- Monthly attendance report reviewed.
- Fire Inspection Note.  
Things are going well.

Chief Wilfuer was dismissed at 5:36 PM

➤ Report of the Police Department by Chief Schlueter

- Motion to approve bills for February in the amount of \$48,684.28 and \$553.36 by Kloehn, 2<sup>nd</sup> Noel: Carried 4-0:
- Budget as of January 31<sup>st</sup> was reviewed. Currently – 10.50%

Chief Schlueter reported:

The Pd received \$466.16 for the OWI grant.

- Crime and activity report reviewed.
  - Incident count for February was 749 calls for service.
- Motion to move to closed session per WI SS 19.85(1)f to discuss personnel matters. By Kopitzke, 2<sup>nd</sup> Kloehn: Carried 4-0
- Motion to move to open session By Kloehn, 2<sup>nd</sup> Kopitzke; Carried 4-0

No action or statement made.

- Staffing and training update.
  - Chief Schlueter reported:  
The PD just completed firearms and DAAT training at FVTC
- Update on current activities/investigations  
Chief Schlueter gave an update on the events of St. Patrick's week. It was a good year with very few issues.
- Update on Current Projects:  
Chief Schlueter gave an update on the hiring process for dispatcher. We still do not have an exact date that Cathy will be leaving.

Police & Fire Commission  
700 Shiocton Street  
New London, WI 54961-1160

**Monday March 20<sup>th</sup>, 2023**

➤ Chief Schlueter was dismissed at 5:44PM.  
Meeting was adjourned at 5:44 PM.  
Respectfully submitted,  
Chief Jeff Schlueter

## MINUTES OF UTILITY COMMISSION MEETING

March 14, 2023

The regular meeting of the New London Utility Commission was called to order at 8:00 A.M. by President Steingraber at the Utility Offices at 400 East North Water Street, New London WI.

Members present were Steingraber, Schmidt, Coppersmith, Barrington, St. Marie and Bessette.

It was moved by Barrington and seconded by Schmidt that the agenda be adopted. Motion carried.

It was moved by Schmidt and seconded by St, Marie to move to closed session regarding Legal Council on matters with Utility Sales and Personnel matters. Motion carried.

It was moved by Schmidt and seconded by Coppersmith to move to out of closed session. Motion carried.

It was moved by Steingraber and seconded by Barrington to approve the minutes of the Feb. 17, 2023 meeting. Motion carried.

It was moved by Steingraber and seconded by Coppersmith to approve vouchers 50217 through 50283 in the amount of \$213,766.87 as listed to be paid. Motion carried.

It was moved by Barrington and seconded by St. Marie to award of water work contract to DeGroot for \$694,505 contingent upon the City of New London awarding the sewer and street contract to DeGroot Inc. Motion carried.

It was moved by Coppersmith and seconded by Schmidt to approve Dixon Engineering preform the annual water tower inspections for \$2,850. Motion carried.

The Manager updated the Commission on work done by Electric and Water crews.

The next meeting will be on March 28, 2023 8:00 A.M. at the Utility Offices.

It was moved by Steingraber and seconded by Coppersmith that the meeting be adjourned. Motion carried.

Mike Barrington, Secretary

## MINUTES OF UTILITY COMMISSION MEETING

March 28, 2023

The regular meeting of the New London Utility Commission was called to order at 8:00 A.M. by President Steingraber at the Utility Offices at 400 East North Water Street, New London WI.

Members present were Steingraber, Schmidt, Coppersmith, Barrington, St. Marie and Bessette.

The agenda was amended to include approval to purchase listening device for water dept. It was moved by St. Marie and seconded by Coppersmith that the amended agenda be adopted. Motion carried.

It was moved by Barrington and seconded by Schmidt to approve the minutes of the March 14, 2023 meeting. Motion carried.

It was moved by Coppersmith and seconded by Schmidt to approve vouchers 50284 through 50328 in the amount of \$1,209,750.32 as listed to be paid. Motion carried.

It was moved by Steingraber and seconded by St. Marie to approve the General Manager attend the APPA National Conference. Motion carried.

It was moved by Steingraber and seconded by Schmidt to approve purchase of listening device from Subsurface Solutions for \$2,422.09. Motion carried.

The Manager updated the Commission on work done by Electric and Water crews.

The next meeting will be on April 4, 2023 8:00 A.M. at the Utility Offices.

It was moved by Steingraber and seconded by Schmidt that the meeting be adjourned. Motion carried.

Mike Barrington, Secretary

# City of New London Building Inspection Report March 2023

<b>BUILDING PERMITS ISSUED:</b>	
RESIDENTIAL	27
COMMERCIAL	3
MANUFACTURING	0
<b>MONTHLY TOTAL</b>	<b>30</b>

<b>BUILDING PERMITS / YEAR TO DATE:</b>	
RESIDENTIAL	49
COMMERCIAL	9
MANUFACTURING	0
<b>TOTAL</b>	<b>58</b>

<b>CONSTRUCTION VALUES:</b>	
RESIDENTIAL	\$ 586,706.12
COMMERCIAL	\$ 189,700.00
MAUFACTURING	\$ -
<b>CONST. TOTAL</b>	<b>\$ 776,406.12</b>

<b>CONSTRUCTION VALUES / YEAR TO DATE:</b>	
RESIDENTIAL	\$ 791,812.12
COMMERCIAL	\$ 197,700.00
MANUFACTURING	\$ -
<b>TOTAL</b>	<b>\$ 989,512.12</b>

<b>BUILDING PERMIT INCOME:</b>	
RESIDENTIAL	\$ 3,540.68
COMMERCIAL	\$ 338.00
MANUFACTURING	\$ -
<b>INCOME TOTALS</b>	<b>\$ 3,878.68</b>

<b>BUILDING PERMIT INCOME / YEAR TO DATE:</b>	
RESIDENTIAL	\$ 5,550.68
COMMERCIAL	\$ 197,700.00
MANUFACTURING	\$ -
<b>TOTAL</b>	<b>\$ 7,017.00</b>



# A Resolution supporting World Migratory Bird Day

Resolution No. \_\_\_\_\_

**Whereas**, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, *and*

**Whereas**, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*

**Whereas**, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*

**Whereas**, public awareness and concern are crucial components of migratory bird conservation, *and*

**Whereas**, since 1993 World Migratory Bird Day (WMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*

**Whereas**, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*

**Whereas**, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

**NOW THEREFORE** I, Mark Herter, as Mayor of the City of New London, Wisconsin, do hereby proclaim Saturday, May 13, 2023 as **World Migratory Bird Day** in the City of New London and I urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.  
*Adopted this 18<sup>th</sup> of April, 2023*

Signed \_\_\_\_\_

Mark Herter, Mayor

ATTEST: \_\_\_\_\_

Nicole Ryerson, City Clerk



# The 31st Annual Letter Carriers' Stamp Out Hunger® Food Drive

Saturday, May 13, 2023

## OFFICIAL PROCLAMATION

- WHEREAS: Hunger affects millions of people nationwide, including children, seniors, and military veterans; and
- WHEREAS: Food insecurity remains an important concern for our community, our state, and our nation; and
- WHEREAS: Food pantry shelves filled from winter holiday giving are often bare in late spring; and
- WHEREAS: Many school meal programs end in the summertime, leaving families of school aged children needing to find alternate sources of food; and
- WHEREAS: On the second Saturday of May each year, letter carriers across the country collect non-perishable food items and donate the items to local food banks as part of the nation's largest one-day food drive; and
- WHEREAS: We recognize all letter carriers for their hard work and their commitment to their communities. The Letter Carriers' Stamp Out Hunger Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve.
- WHEREAS: Since the pilot drive was held in 1991, more than 1.8 billion pounds of food have been collected and all of the food collected in our community stays in our community. We support letter carriers' efforts to help those in need in our community; and

NOW, THEREFORE, I, the Mayor of the City of New London, WI, by the authority vested in me, do hereby proclaim this 13<sup>th</sup> day of May 2023, as "LETTER CARRIERS' FOOD DRIVE DAY" in the City of New London; and

FURTHER: I encourage the citizens of our community to support the food drive by placing non-perishable food items in or near your mailbox on Food Drive Day. Your letter carrier and/or their designated volunteers will pick up your donations while delivering the mail – and together, we can help Stamp Out Hunger in our community.

SIGNED: This 18<sup>th</sup> day of April 2023

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Mayor Mark Herter

**CITY OF NEW LONDON ELECTION RESULTS**

# Registered Voters –	639	752	623	825	802	3641
# Voters –	294	361	248	403	357	1663
Voter Turnout (%) –	45.6%	47.4%	39.6%	48.8%	44.0%	45.3%

		District I		District II		District III		District IV		District V		TOTALS
		Ward	3 & 5	Ward	6 & 7	Ward	1 & 2	Ward	4, 8 & 9	Ward	10 & 11	
<b>OFFICE JUSTICE OF THE SUPREME COURT</b>												
CANDIDATES	Janet C. Protasiewicz	157		167		126		178		141		769
	Daniel Kelly	133		187		119		219		210		868
	Write-in	1		0		0		0		1		2
<b>OFFICE COURT OF APPEALS</b>												
CANDIDATES	Chris Taylor	222		270		194		292				978
	Write-in	3		0		1		2				6
<b>OFFICE WAUPACA CO. CIRCUIT COURT JUDGE</b>												
CANDIDATES	Troy L. Nielsen	226		276		196		293				991
	Write-in	2		0		1		0				3
<b>OFFICE OUTAGAMIE CO. CIRCUIT COURT JUDGE</b>												
CANDIDATES	Mark J. McGinnis									269		269
	Write-in									2		2
<b>OFFICE OUTAGAMIE CO. EXEC</b>												
CANDIDATES	Tom Nelson									159		159
	Kevin M. Sturn									165		165
	Write-in									2		2
<b>OFFICE NEW LONDON ALDERPERSON DISTRICT 1</b>												
CANDIDATES	Robert Besaw	237										237
	Write-in	4										4
<b>OFFICE NEW LONDON ALDERPERSON DISTRICT 2</b>												
CANDIDATES	BaLynda Croy			270								270
	Write-in			0								0
<b>OFFICE NEW LONDON ALDERPERSON DISTRICT 3</b>												
CANDIDATES	Bernie Ritchie Jr.					203						203
	Write-in					2						2
<b>OFFICE NEW LONDON ALDERPERSON DISTRICT 4</b>												
CANDIDATES	Tim Roberts							299				299
	Write-in							3				3
<b>OFFICE NEW LONDON ALDERPERSON DISTRICT 5</b>												
CANDIDATES	Charlene Magolski									272		272
	Write-in									4		4
<b>OFFICE NEW LONDON SCHOOL BOARD MEMBER</b>												
CANDIDATES	Pete Bosquez	153		128		98		207		145		731
	Cathy Zaddack	154		124		106		211		159		754
	Chris Martinson	97		103		98		159		146		603
	John Heideman	103		126		108		170		154		661
	Write-in	4		0		0		1		0		5
<b>REFERENDUM RELEASE BEFORE CONVICTION</b>												
#1	Yes	165		227		163		244		230		1029
	No	104		103		78		128		109		522
<b>REFERENDUM CASH BAIL</b>												
#2	Yes	180		223		164		265		213		1045
	No	93		103		77		110		126		509
<b>REFERENDUM WELFARE BENEFITS</b>												
#3	Yes	239		293		212		329		290		1363
	No	40		47		33		51		55		226