

MEETING NOTICE

Unless specifically noticed otherwise, this meeting and all other meetings of this body are open to the public. Proper notice has been posted and given to the media in accordance with Wisconsin Statutes so that citizens may be aware of the time, place and purpose of the meeting.

New London Planning Commission

Thursday, September 28th, 2023 – 5:15 PM

***Council Chambers New London Municipal Building,
215 N Shawano Street, New London, WI***

AGENDA

1. Call to Order, Pledge of Allegiance, Roll Call
2. Adopt Agenda
3. Review for approval of the August 24, 2023 Planning Commission meeting minutes
4. Public Hearing to consider a Conditional Use Grant request to expand religious services at 1500 Handschke Drive
5. Consider approving request for a Conditional Use Grant to expand religious services at 1500 Handschke Drive
6. Site Plan review for Festival Foods addition at 308 N. Shawano St.
7. Review upcoming agenda items
8. Review next meeting date: October 26, 2023. Note: November conflict for Thanksgiving
9. Adjourn

Bernie Ritchie, Chairman

It is the policy of the City of New London to comply in good faith with all applicable regulations, guidelines, etc. put forth in the Americans with Disabilities Act (ADA). To that end, it is the City's intent to provide equal opportunity for everyone to participate in all programs and/or services offered, to attend every public meeting scheduled, and to utilize all public facilities available. Any person(s) in need of an alternative format (i.e. larger print, audio tapes, Braille, readers, interpreters, amplifiers, transcription) regarding information disseminated by the City of New London should notify the City 48 hours prior to a meeting, etc., or allow 48 hours after a request for a copy of brochures, notices, etc. for delivery of that alternative format. Contact ADA Coordinator Chad Hoerth by telephone through: (Relay Wisconsin) – 920/ 982-8500 or (Voice) – 920/982-8500 and in person/letter at 215 N. Shawano Street, New London, WI 54961.

Watch this meeting live and access our video archives at: www.youtube.com/NewLondonAccess

City of New London
Planning Commission Meeting Minutes
August 24, 2023

Roll Call

Meeting was called to order at 05:15 p.m. Those in attendance were Chairman Bernie Ritchie, Jamie Walbruck, , Jeff Handschke, Susie Steingraber and Mayor Mark Herter via zoom from 05:15 p.m. until his arrival at 05:28 p.m.

Others in attendance: Building Inspector/Zoning Administrator: David Vincent, City Administrator: Chad Hoerth, Dave Dorsey (representing district 4), John Hass (representing district 2), Balynda Croy (representing district 2), Charlene Magolski (representing district 5) and Bob Besaw (representing district 1). The sign-up sheet included Bill Flease, Pastor Jim Harley, Janice Feltz and Bill Feltz.

Group participated in the Pledge of Allegiance.

A motion was made by Walbruck to “Adopt the Agenda” and seconded by Steingraber, carried by all.

The July 27, 2023 meeting minutes were reviewed. A correction was noted that the name Griebenow was misspelled. The minutes have been amended to the correct spelling. A motion by Steingraber to accept the minutes with the correction was made and seconded by Walbruck, carried by all.

The first action item on the agenda item was to review a mural proposal by the art league. The Zoning Administrator provided a mock-up of the proposal based on the information provided by Art league member Season. There was discussion about possibly making it a requirement for the commission to receive approval by adjacent business owners. The group decided it best for the Art League to deal with those type of issues. A motion was made by Steingraber to approve the mural. A second was made by Mayor Mark Herter, carried by all.

The second action item was a C.S.M. (Certified Survey Map) for a lot line adjustment on a shared property boundary between 1710 Pershing and 1702 Pershing. A motion was made by Mayor Mark Herter to approve the C.S.M. The motion was seconded by Walbruck, carried by all.

The third action item on the agenda was a draft of the proposed chicken ordinance amendment. Dave Vincent provided a copy of the ordinance amendment proposal draft. There was a lot of discussion from the board for pros and cons of recommending or taking no action on the proposal. There were a couple of items that were presented to change the draft. After the corrections were agreed upon the Mayor, Mark Herter made a motion to forward a recommendation to the council for adoption. Handschke seconded the motion and a vote was taken by the voting members. There were 6 ayes consisting of the Mayor, Mark Herter, Jeff Handschke, Jamie Walbruck, Dave Dorsey, Bob Besaw and John Hass. Nay votes consisted of BaLynda Croy, Bernie Ritchie, Susie Steingraber and Charlene Magolski. Motion carried 6-4 with 10 voting members present.

The fourth item was a continued discussion about a proposed conditional use grant for Victory Church to continue the use for religious activities, also expanding the use of religious activities as an owner of the entire building while leasing space to Crystal Falls’ activities. The city provided a copy of the minutes from the November 30, 2017 Planning Commission meeting that show a conditional use was granted for the use at the time the grant was petitioned. Part of the requirements to approve another conditional grant based on new information provided by Victory Church, is to hold a Public Hearing and also notify property owners within 100’ from property boundaries of the change of use request. The Public Hearing has been scheduled to take place at the September 28, 2023 Planning Commission meeting. The next meeting date has been scheduled for Thursday September 28, 2023.

A motion was made to adjourn by Mayor Mark Herter, seconded by Steingraber, carried by all. Meeting adjourned by Chairman Ritchie at approximately 06:28 p.m.

Respectively submitted by David Vincent-Zoning Administrator

NOTICE OF PUBLIC HEARING
ON
CONDITIONAL GRANT REQUEST AT 1500 HANDSCHKE DR

Notice is hereby given that on Thursday, September 28, 2023 at 5:17 p.m., a Public Hearing will be held by the City of New London Planning Commission on the conditional grant request for religious activities at 1500 Handschke Dr.

Lot 1 of Certified Survey Map No. 4119 recorded in the office of Register of Deeds for Waupaca County, Wisconsin on February 15, 1995 at 8:00 A.M., in Volume 12 of Certified Survey Maps on page 294 as Document No. 529369 being part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 22 North, Range 14 East, City of New London, Waupaca County, Wisconsin.

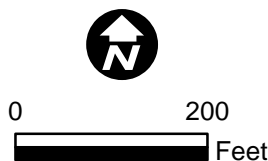
This hearing will be held at 5:17 p.m. before the Planning Commission in the Council Chambers of the New London Municipal Building on September 28, 2023.

Nicole Ryerson
City Clerk



Mapped Features

- 1500 Handschke Drive Property
- 1500 Handschke Drive
100 Foot Buffer
- Parcel within 100 Feet of
1500 Handschke Drive
- Parcel Line



Source: Waupaca County, 2020-23.



McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 1
1500 HANDSCHKE DRIVE
CITY OF NEW LONDON
WAUPACA COUNTY, WISCONSIN

PROPOSED ADDITION FOR:
FESTIVAL FOODS - NEW LONDON, WI
308 N SHAWANO • NEW LONDON, WI 54961

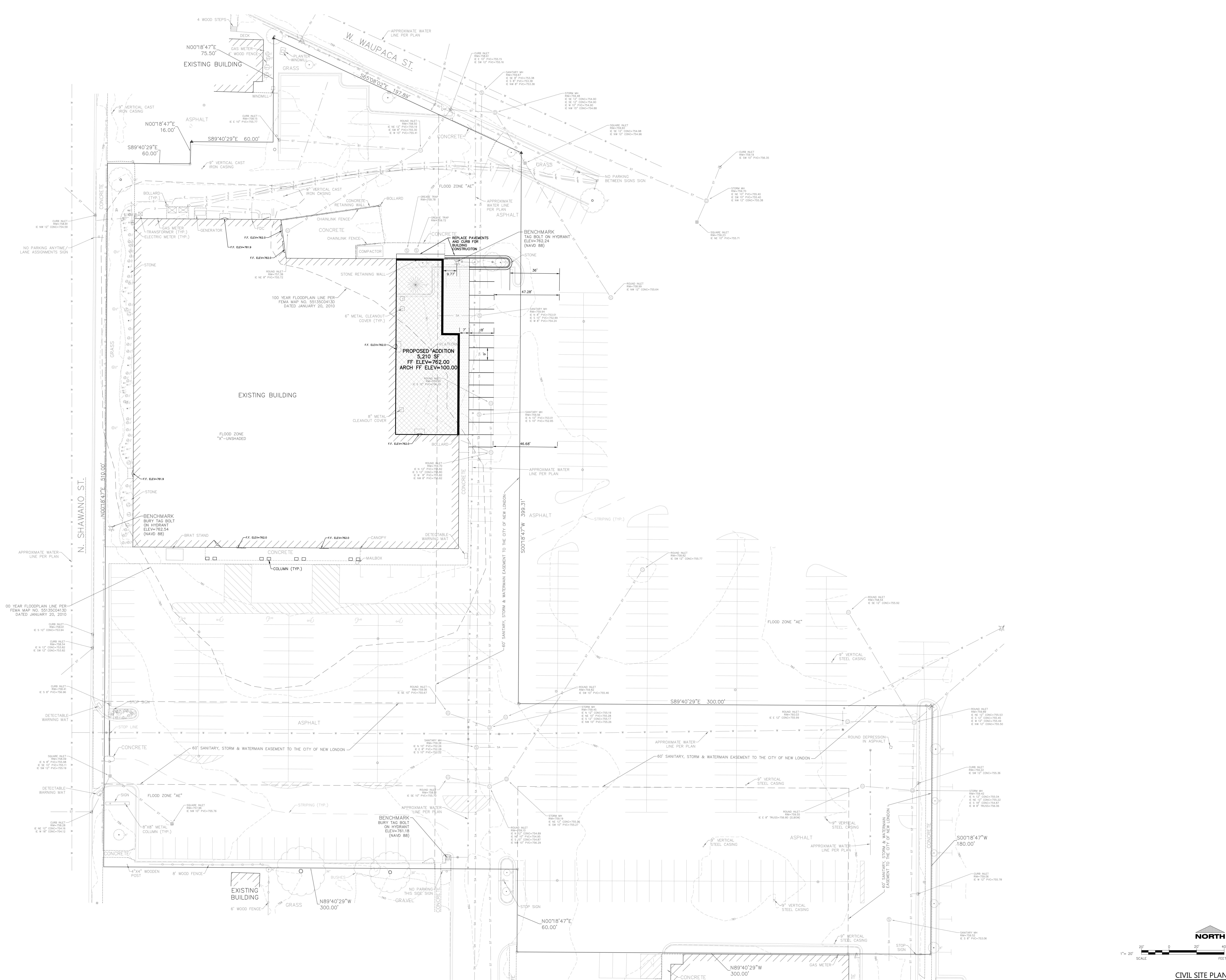
PROFESSIONAL SEAL

PRELIMINARY DATES
FEB. 28, 2023

JOB NUMBER
2251140

SHEET NUMBER

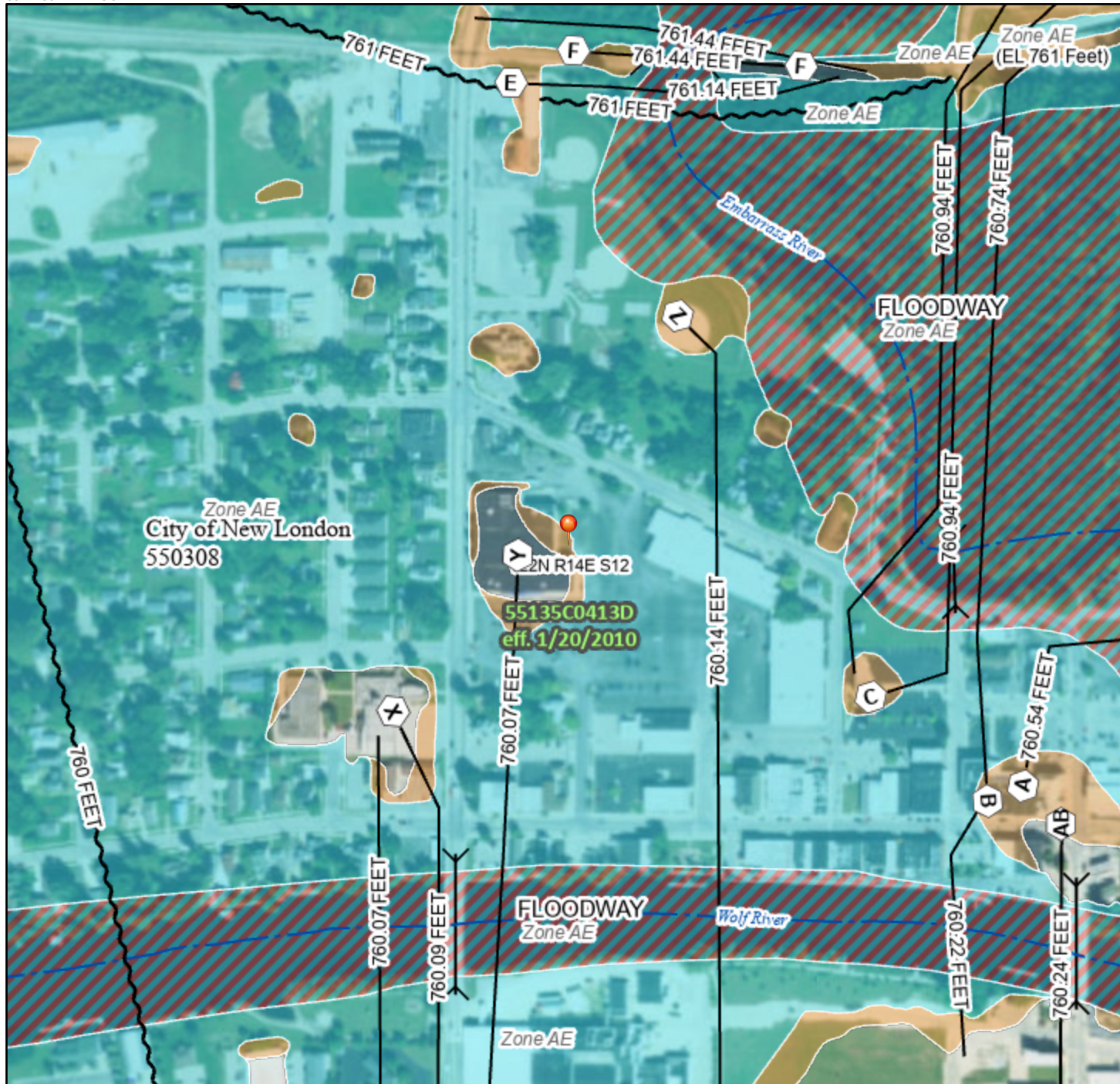
C1.1



National Flood Hazard Layer FIRMette



88°44'58"W 44°23'54"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



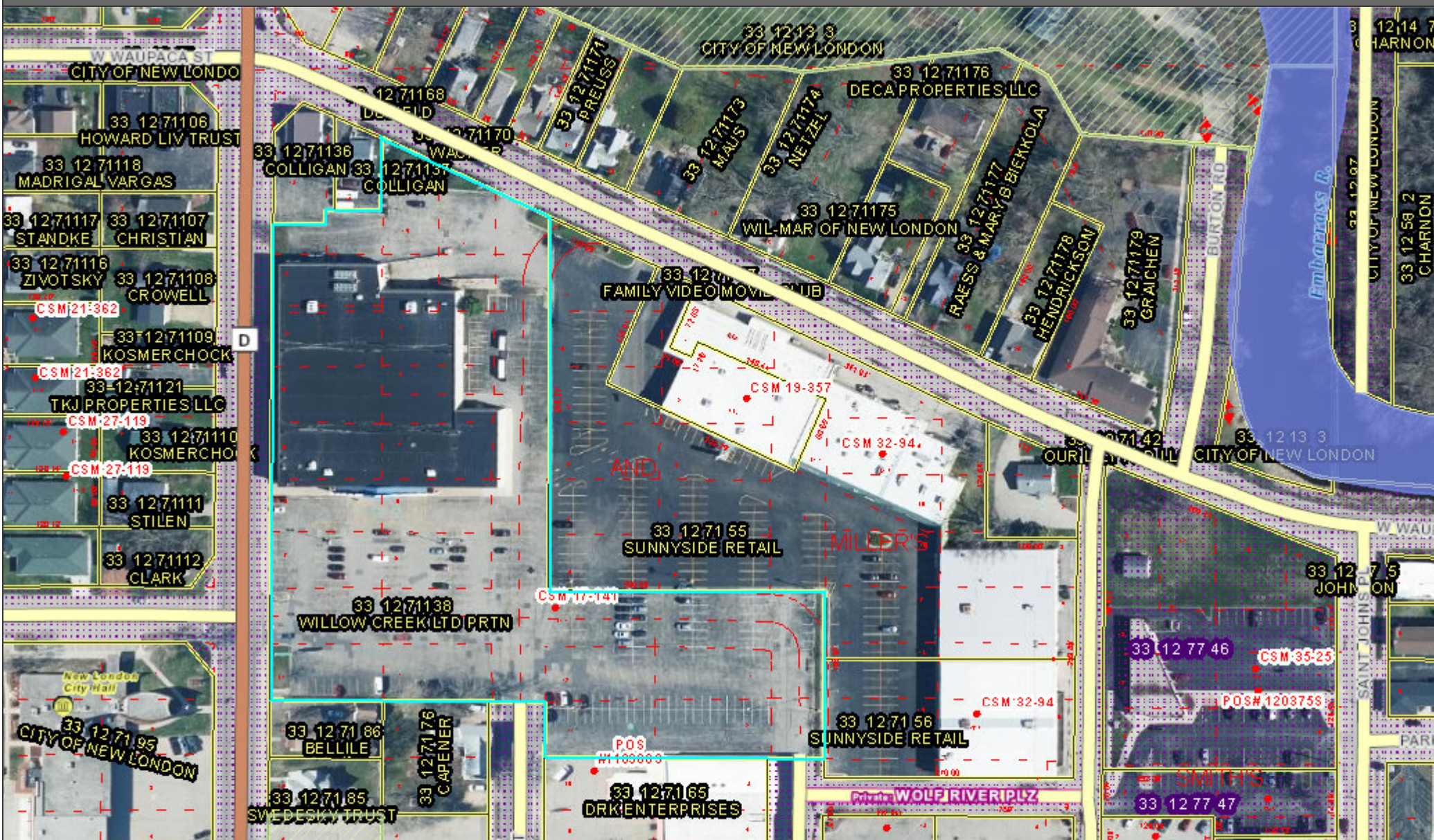
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/31/2022 at 10:38 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Land Records



10/31/2022, 9:04:15 AM

Map Data Sources --> Waupaca County Land Information

To Order Maps Or To Report A Problem Visit..
www.co.waupaca.wi.us/departments/land_information/index.php

Map Key

Addresses / Points of Interest

Historic Lot Lines

New Parcel Numbers

- CSM-Plat of Survey

- Historic Lot Lines

 Parcel Changes (Splits-Combos etc)

Parcel Numbers / Owner Names

- Meander Line

 Parcel Boundaries Tie Bar

ATTENTION!

GIS TAX PARCEL MAPS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO REPRESENT EVIDENCE IN TITLE. THE REPRESENTATIONS ON THESE MAPS COULD IN FACT BE IN ERROR AND SHOULD NOT BE RELIED UPON AS THE SOLE DETERMINING FACT OR IN THE LOCATION OF ANY GIVEN PARCEL. WAUPACA COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN. INDIVIDUALS SHOULD CONSULT LEGAL REPRESENTATION OR PROFESSIONAL SURVEY ADVICE TO CONFIRM AND INSURE ACCURACY OF A GIVEN PARCEL DESCRIPTION.



CERTIFIED SURVEY MAP NO. 5242

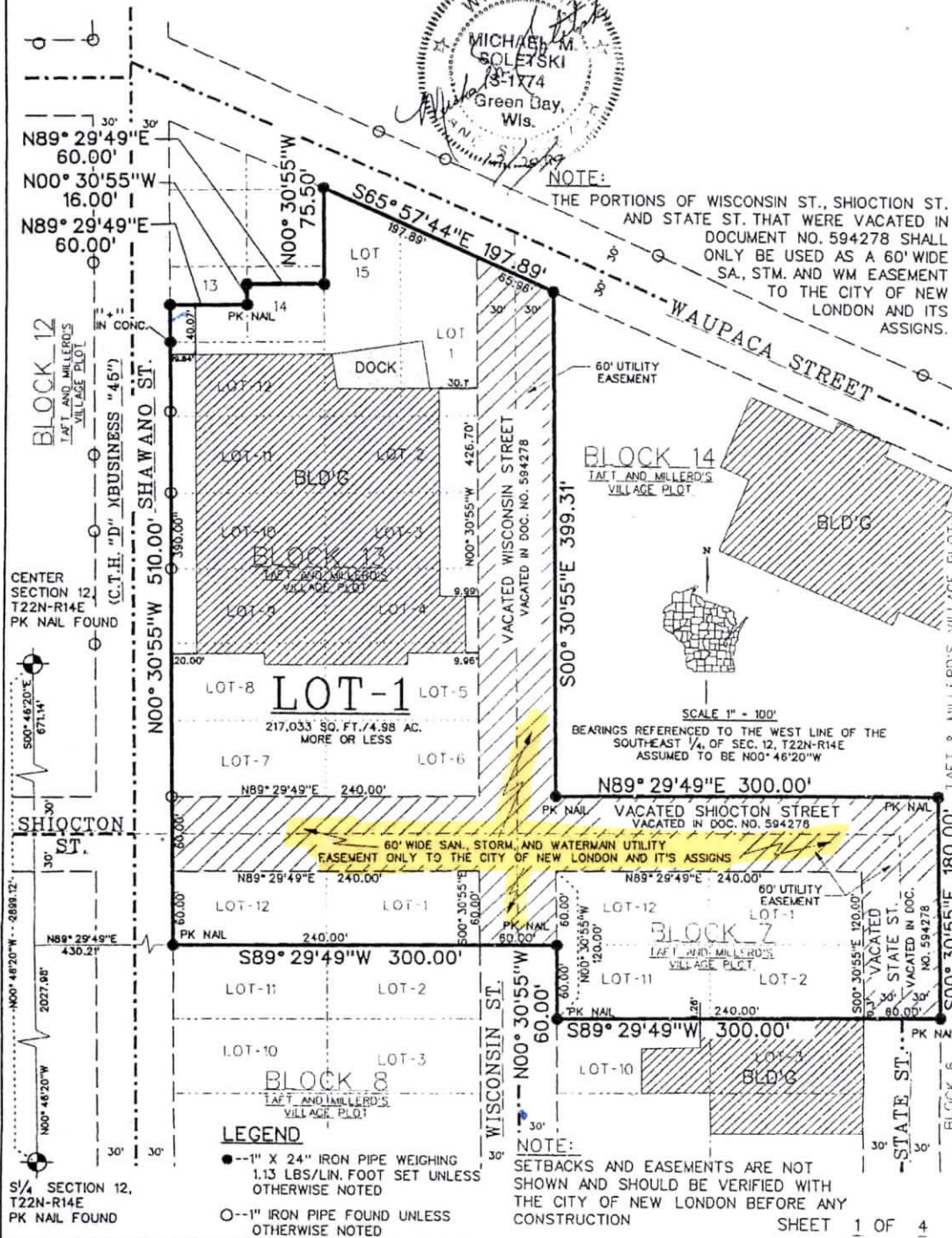
SURVEYOR'S CERTIFICATE:

I, MICHAEL M. SOLETSKI, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED PART OF BLOCK'S 7, 8, AND 13 BEING PART OF TAFT AND MILLER'S VILLAGE PLOT, ALL BEING PART OF THE NW 1/4-SE 1/4, SECTION 12, T22N-R14E AND THE VACATED PORTIONS OF WISCONSIN ST., SHIOCTON ST. AND STATE ST., MORE FULLY DESCRIBED ON SHEET 2. THAT SUCH CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF. THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION AND CERTIFIED SURVEY MAP BY THE OWNER LISTED HEREON. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES, THE COMMON COUNCIL OF THE CITY OF NEW LONDON IN SURVEYING, DIVIDING AND MAPPING THE SAME.



NOTE:

THE PORTIONS OF WISCONSIN ST., SHIOCTON ST. AND STATE ST. THAT WERE VACATED IN DOCUMENT NO. 594278 SHALL ONLY BE USED AS A 60' WIDE SA., STM. AND WM EASEMENT TO THE CITY OF NEW LONDON AND ITS ASSIGNS.



607480

VOL 974 70
Maintenance Agreement

Document Number

Document Title

REGISTER'S OFFICE 18-
WAUPACA COUNTY WI
RECEIVED FOR RECORD

APR 20 2000

At 8:00 o'clock a M and Recorded
In Vol 974 70
[Redacted] Register

Recording Area

Name and Return Address

Gill & Gill E
128 N. Durkee St.
Appleton, WI 54911-5484

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 10/99

**Maintenance Agreement
Between
City of New London,
Coppersmith LLC & Lloyd Coppersmith**

This Maintenance Agreement ("Agreement") made and entered into as of the 27th day of March, 2000, by and between the City of New London, a municipal corporation of the State of Wisconsin, located in Outagamie and Waupaca Counties, hereinafter referred to as the "City", Coppersmith LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", and Lloyd Coppersmith d/b/a Downtown Development Co., hereinafter referred to as "Coppersmith".

WITNESS

WHEREAS, the City is the owner of a parcel of land located in the City of New London, Waupaca County, Wisconsin located adjacent to the Wolf River Plaza Shopping Center and described on Certified Survey Map No. 5241, Exhibit "A" attached hereto and incorporated herein, recorded in the Waupaca County Register of Deeds Office (hereinafter the "Old Parking Lot"); and

WHEREAS, the Developer owns land adjacent to the Old Parking Lot and described on Certified Survey Map No. 5242, Exhibit "B" attached hereto and incorporated herein, recorded in the Waupaca County Register of Deeds Office, upon which the Developer has constructed a building for use as a Festival Foods Store and the balance of the property as parking lot (hereinafter the "New Parking Lot"); and

WHEREAS, Coppersmith owns land and buildings adjacent to the Old Parking Lot and described on Certified Survey Map No. 5258, Exhibit "C" attached hereto and incorporated herein, recorded in the Waupaca County Register of Deeds office, (hereinafter the "Wolf River Plaza")

WHEREAS, the City is committed to maintaining and repairing the Old Parking Lot for a period of ten (10) years, from the date of this Agreement, by continuously and perpetually maintaining a hard surface parking lot as depicted on the Site Plan attached hereto as Exhibit D (hereinafter "Site Plan"), and shall maintain it in good order, condition and repair, including but not limited to sealing and striping, and shall keep it cleaned and reasonably clear from snow and ice and other obstructions; and

WHEREAS, the City has made a commitment to pay to the Developer Twenty Thousand Dollars (\$20,000.00) at the beginning of each calendar year, for the purpose of maintaining the New Parking Lot for a period of ten (10) years.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties hereto and for the mutual benefits to be gained by the performance thereof, and for One Dollar (\$1.00) and other good and valuable consideration, the City, Developer, and Coppersmith hereby agree as follows:

1. The City will continue to own, maintain and repair the Old Parking Lot as shown on the Site Plan, for a period of ten (10) years beginning January 1st, 2000, per the warranty deed signed and filed on the 21st day of February, 1979 with the Waupaca County Register of Deeds Office. No metered or other charges shall be assessed in connection with the Old Parking Lot. At the end of this ten (10) year period the City shall deed Lot 1 of CSM No. 5241 to Coppersmith or his assigns for one (\$1.00) dollar. For the purpose of this Agreement "maintain and repair" shall mean:
 - a. Maintaining a hard surface.
 - b. Keeping the area reasonably clear from snow and ice and other obstructions.
 - c. Providing repairs to the surface such as crack sealing, pothole filling, sealing and stripping.
2. The City agrees to pay, when due, the cost of electricity to operate the lighting in the Old Parking Lot up to a maximum kilowatt usage of seventeen thousand eight hundred (17,800) kilowatt hours per calendar year for a period of ten (10) years from January 1st, 2000. Upon the maximum being reached, the City shall invoice Developer for the excess each year on a monthly basis. Upon request, the City shall provide Developer with evidence of the number of kilowatt-hours of electricity used on a monthly basis for a calendar year.
3. The City will not own the New Parking Lot but will pay to the Developer, Two Hundred Thousand Dollars (\$200,000.00) payable in ten (10) equal installments of Twenty Thousand Dollars (\$20,000.00). The first installment payment shall be due and payable within ten (10) days of the execution of this Agreement and all subsequent installments shall be due and payable on or before the first day of January each year beginning January 1, 2001.
4. The parties agree to cooperate with one another in regard to maintaining, repairing and snow plowing their respective parking lots.

5. The parties acknowledge that the City has retained certain easement rights as depicted on CSM No. 5242, Exhibit B for purposes of maintaining sanitary, storm and water main utilities. The City agrees to the relocation of these utilities, at the Developer's discretion and expense, at which time the easement shall be modified accordingly.
6. The City also owns Outlot 1, depicted on CSM No. 5241, Exhibit A. The City agrees to grant the owners of the property depicted on Exhibits B and C the Easement attached hereto as Exhibit "E". The City further agrees to maintain and repair the Easement property.
7. This Agreement and the validity and construction hereof shall be determined and governed in all respects by the internal laws of the State of Wisconsin.
8. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties may not be signatories to the same counterpart, provided that each party is a signatory to at least one counterpart.
9. This Agreement may only be amended by a written instrument executed by the City, Developer, and Coppersmith but may not be extended beyond the termination date without the express consent of the Common Council.
10. This Agreement constitutes the entire agreement of the parties. All prior agreements among the parties, whether written or oral, are merged herein and shall be of no force or effect.
11. This Agreement or a memorandum of agreement incorporating the essential terms of this Agreement shall be recorded in the Register of Deeds Office in Waupaca County.
12. The Whereas paragraphs set forth above are incorporated herein and made a part of this Agreement.

13. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, administrators, executors, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first appearing above.

Coppersmith LLC

CITY OF NEW LONDON

By: [REDACTED]

Lloyd Coppersmith
Title: Managing Partner

Mayor [REDACTED]

By: [REDACTED]

City Clerk

Lloyd Coppersmith d/b/a
Downtown Development Co.

[REDACTED]
Lloyd Coppersmith

Personally came before me 10
this 4th day of April, 2000,
the above named Lloyd
Coppersmith to me known
to be the person who executed
the foregoing instrument and
acknowledge the same

Personally came before me
this 17th day of March, 2000,
the above named Mayor and
Clerk to me known to be
the person who executed
the foregoing instrument and
acknowledge the same

[REDACTED]
Notary Public

My commission: 6/28/2002

[REDACTED]
Notary Public

My Commission: 7-28-02

This Agreement drafted by:
Attorney Bruce N. Evers
Gill & Gill, S.C.
128 N. Durkee St.
Appleton, WI 54911

