

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.

Parks and Recreation Committee

Monday, August 5, 2024 5:15 p.m.

**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. Approve June 3, 2024 Minutes
4. Public comment
5. Consider agreement with the New London Heritage Historical Village
6. Consider agreement with the Wolf River Art League
7. Consider approval of first sculpture for the Wolf River Art League Sculpture Trail.
8. Consider ordinance for Outdoor Open Container Entertainment Event
9. Updates and reports
 - a. Director's Report
 - b. Committee Chair Report
10. Review potential agenda items for future meetings
 - Special Events Policy Updates
 - Proclamation for Urban Forestry Grant
 - 2025 Operating Budget
 - Parks Tour
11. Review next meeting date- Tuesday, September 3, back to back with Public Works, due to Labor Day Holiday
12. Adjournment

**Robert Besaw, Chairman
Parks and Recreation Committee**

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



DEPARTMENT
OF
PARKS & RECREATION

Parks & Recreation Office
215 N. Shawano Street
New London, WI 54961
920.982.8521
Fax: 920.982.8665

Aquatic & Fitness Center
815 W. Washington Street
New London, WI 54961
920.9828524

Senior Center & Transit
600 W. Washington Street
New London, WI 54961
Center: 920.982.8522
Transit: 920.982.8523

Municipal Garage
915 W. Wolf River Ave
New London, WI 54961
920.982.8510

Memo

To: New London Parks & Recreation Committee
From: Ginger Sowle, Director
Date: August 1, 2024
Subject: August 5, 2024 Committee Meeting Notes

Consider Heritage Historical Society Memorial Park Depot Agreement

This is a new agreement between the two parties, as requested by NLHHS. The group requested to have something formal approved after a turnover in volunteers who had been with the Society since its inception. The group had questions about who was responsible for what, so I met with them and we came up with the attached agreement based on the following considerations; the City of New London agreed to move the historical buildings to the park on June 4, 1987, under the conditions that the Heritage Historical Society maintain them and the area at their expense. We did however add them to our property insurance and have continued to uphold that responsibility. The buildings maintenance and upkeep to maintain all systems is of the best interest of the building and its contents of historical value. That would be the NLHHS's concern and responsibility due to contents value and the specifics of preserving those artifacts. The City maintains the grounds; mowing, snow removal and tree maintenance. The facility is a very unique piece of New London's history and the Historical Society provides guests an educational visit with the variety of buildings and artifacts that they hold on their adjacent property as well as in the Depot itself.

Consider agreement with the Wolf River Art League

In 2021 The Wolf River Art League approached this committee and it was agreed to allow them to start planning for a Sculpture Trail on the Riverside Trail starting at the Shawano St. Bridge and then continuing through the trail at the City property where the old municipal garage once stood. The theme agreed upon was "Life on the River". The group and I met a few times to formulate an agreement that would work for both groups, encompassing ownership, sale, rights, the exhibition period, installation, care and liability. The group has started to fund raise and with the approval of this agreement, they are ready to also request the approval of their first sculpture to be put in place by the New London Area Chamber of Commerce's Fall Fest.

Consider approval of first sculpture for the Wolf River Art League Sculpture Trail

As part of the agreement the Wolf River Art League will be proposing sculptures for the trail to the Parks and Recreation Committee, similar to the way that they proposed murals to the Planning Commission. They will need to provide details on how they plan to install the sculpture, what the City will need to do, if anything to maintain the sculpture, the determination of the exhibition period and then provide a sketch of the sculpture and any other details to give the committee an ideal depiction of the sculpture, it's meaning and anything else that will help the committee in deciding if it is the right fit for the community and our theme. This initial piece is a little out of that norm, considering they used pieces of the sculpture for fundraising purposes. I will let the WRAL present to you their vision!

Consider Ordinance for Outdoor Open Container Entertainment Event

Department Heads, Attorney Steckbauer and Administrator Hoerth have discussed the possibility of allowing open intoxicants at Special Events after challenges in enforcing the small designated spaces allowed in the past. Current ordinances do not allow Open Containers on any City streets, sidewalks or parking lots. After reviewing an article on the Wisconsin Economic Development website, I connected with several different towns and cities that had successful Outdoor Open Container Entertainment Events. Many of the requirements that will fall on Event Coordinators include how they will need to sell the beverages, where they will get it from, restrictions on dates and times, and where open containers can be allowed.

It is important to remember that with this ordinance this is allowing Special Event Holders these specifics and by definition they are being issued a Temporary Class "B"/Temporary "Class B" license pursuant to City of New London Municipal Code of Ordinances and Ch. 125, Wis. Stats.

Updates and Reports:

a. Directors Report:

- **Boat Launch Overflow Lot Project:** I have been invited to present at the September meeting of the Wisconsin Department of Natural Resources Waterways Commission, to give a description of our project for review.
- **Emerald Ash Borer:** We have been accumulating phone calls on the status of the Ash trees with in the City of New London. I have met with the DNR Urban Forestry Coordinator to formulate a plan to update our Tree Inventory and start to manage the removal of all of the ash trees on City property. This will be a process that we will need to hire a consultant for and potentially a contractor to help with some of the larger trees that may have risks when removing. The City staff will be doing a large removal this fall/winter, and this management plan will also include a process for what to do with the wood that is cut. The only good news out of this sad situation is that the City of New London has not received an Urban Forestry Grant in a very long time, and plans like this score very high. As I work through the process you will see a proclamation similar to the one that you saw for the Boat Launch Overflow Lot project very soon.
- **Capital Projects:** I have been working on a variety of potential capital projects and special interest group projects that I am continuing to work on including the Memorial Bathroom Project, Renovations at Pfeifer South Diamond (approved for 2024), Abraham Tennis Court/Pickle Ball Court Renovation, an Archery Range, a family memorial project and the replacement of the piers at the Bernegger River walk.
- **Pearl Street Placemaking Project:** As you may have heard in the Economic Development Committee meeting, I will be applying for an opportunity to work with a graduate student from the UW-Madison Landscaping and Design Engineering program on their Capstone Project (Graduate Project). This is a 2-semester commitment to work with a student to develop a site plan to encompass the void area that is in between the SCS Swederski site and Pearl Street. The project would hopefully give us some ideas that would create placemaking opportunities for the area and revitalize Pearl Street.

General Monthly Reports

Department Usage & Financial Statistics

Reports will be emailed before the meeting.

Staff Recognition and Anniversaries for July and August:

Connor LeBair, Parks Caretaker, will be starting his 2nd year with the City on July 1, 2024. Connor's meticulous work and knowledge of all things lawncare help our landscaping looking great!

July 28, 2024 Luke Hammons will be entering his 9th year with the City. He is currently our Street/Park Superintendent after working in the DPW department and then taking a brief hiatus to eventually come back with us. Luke's plate is full with all of his duties, from Weed Commissioner to supervising the ball diamonds, he does the work of 3 full time staff every day!

Robert Cupp will be with us 5 years on August 5, Bob drives the Senior Van over at the Senior Center and always has a smiling face for the Seniors utilizing the services and helpful insight on the program and how to make it more efficient. He is always willing to lend a hand for Lori at any time at the Senior Center!

I would also like to take a moment to congratulation Jim Thorpe our Aquatics Supervisor on the Clippers bid to State once again. His ambition to make the youth of this community, strong young adults is always inspiring!

Special Events Permits and Upcoming Events:

Join us tomorrow night here at the Municipal Building Complex with Public Safety to Celebrate National Night Out! Activities will be from 4:30-6:30 p.m.

Pending:

None currently awaiting approval

Approved:

Concerts at the Chamber, sponsored by New London Area Chamber of Commerce, August 8 at Pfeifer Park

Rockin' Corn Fest, sponsored by TBI Fight for Life Team, August 10, at Hatten Park

Farmers Market, Events Everlasting, August 11, City Lot 211 Wisconsin St. and private lot behind business.

Wheels on Werner Allen Rd., Friday, September 13, on Werner Allen Road.

Fall Fest, Saturday, September 14, on Werner Allen Road.

Shine Bright Against Cancer 5K Run/Walk, Sunday, September 15 at Hatten Park.

PARKS & RECREATION COMMITTEE MINUTES

Monday, June 3, 2024

Committee Members Present: Bob Besaw (Chair)), Charlene Magolski, Bernard Ritchie, John Hass, Jack Keding (student member)

Council Members Present: Mayor Herter, BaLynda Croy, Mike Barrington, Dennis Herter

Others Present: Chad Hoerth, City Administrator
Ginger Sowle, Director of Parks & Recreation

Excused Absence: John Faucher (V Chr.)

Visitor(s): John Faucher, Johnny's Bait Shop (citizen)

R. Besaw called meeting to order at 5:48 PM

After the Pledge of Allegiance, J Hass motioned, B Ritchie seconded to adopt agenda. *Motion carried. (8-0). John Faucher abstained from voting.*

B Ritchie motioned, J Hass seconded for approval April 8, 2024, meeting minutes. *Motion carried. (8-0). John Faucher abstained from voting.*

Public Input: None

Consider and approval Riverside Park Bait Shop Lease Agreement: Director Sowle brought the agreement back to committee due to changes with taxation and insurance coverage. With the elimination of the personal property tax from the State for businesses, the property itself was assessed by the Servi Group. In the agreement this will be paid by the City and then will be reimbursed to the City of New London by the business owner. There is also been a recommendation of an increase in liability coverage by the Cities and Villages Mutual Insurance Company (CVMIC) from \$1 million-dollar to \$2 million-dollar policy. John Faucher did advise the committee that the current coverage was sufficient and met those requirements.

J Hass motioned and C Magolski seconded to consider and approve the contract with Riverside Park Bait Shop as presented. *Motion carried (8-0). John Faucher was attending the meeting as a citizen member and did not vote.*

Director's Report: Director's Report was included in the agenda packet and reviewed by the committee. Additional comments noted as follows:

- Grant submitted to DNR for the Overflow Dock and Courtesy Dock for 50% of the total project cost estimate in the amount of \$211,585.94
- May 24, 2024, William H. Hatten Recreation Park has been designated as a Wisconsin Historical site and is now in review for the National Registry
- Working on getting the Bernegger River Walk Piers in and working with SCS Swiderski
- Mowing procedures were reviewed and concerns related to wear-and-tear were addressed. Several options have been implemented to diminish the amount of time the mower is going back and forth to the maintenance building where stored.
- Hatten Stadium still need the final step of coating for the seating. Weather has been a recent factor delaying this part of the project.
- New London Youth Baseball donated an AED for use at Pfeifer Park (cost \$2018.00)
- Anniversaries
 - Devin Jessogne – 9 years total, 4 years Full Time, Parks Caretaker

Chairman's Report: None

Future Agenda Items:

Next Park and Recreation Meeting: Tuesday, July 2nd @ 5:15 PM

Adjournment

There being no further discussion, J Hass moved, seconded B Ritchie to adjourn meeting at 6:16 PM. *Motion carried (8-0). John Faucher abstained from voting.*

LEASE OF DEPOT BUILDING AT MEMORIAL PARK

THIS LEASE is made as of this ____ day of _____, 2023, by and between City of New London, Wisconsin, a municipal corporation of the State of Wisconsin called the Lessor and the New London Heritage Historical Society, a Wisconsin Non-Profit Organization, 501c3, called, "NLHHS", Lessee.

WHEREAS, THE Lessor owns the title to the land located at 800 Montgomery St. New London, Wisconsin, and,

AND WHEREAS, The New London Heritage Historical Society is willing to make improvements and maintenance to the building located on the property described above; and

AND WHEREAS, The City of New London is willing to partner with NLHHS in their endeavor to continue to improve and occupy this property.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, Lessor does hereby demise and let unto the lessee the following described premises:

The above premises being part of the following described real estate:

The City owns 4.29 acres where the building, "The Depot", a portion of the railroad display and parking space are located at 800 Montgomery Street. Tax Parcel Number 33-30-45-200. This property has been utilized by the New London Heritage Historical Society since the building was moved to Memorial Park in June of 1987. All agreements will be as so moving forward from said date. A building was moved to the subject property in June of 1987, and all rights, title and ownership of such building was transferred and vested in the city. The Lessee currently occupies the building as meeting, office and museum space utilizing their own funds to maintain the facility as needed.

In consideration of the foregoing Preamble, the terms and conditions of which are incorporated herein contractually, and in further consideration of the further terms, conditions and covenant's set forth hereinafter, the Lessor and Lessee agree as follows:

- 1) The Lessor will operate, control and maintain the property owned and adjacent to the building on the premises owned by the City. The Tenant will have the right for use of the parking area during their special events, meetings and open use times.
- 2) Lessor, for and in consideration of the Lessee's improvements to the building and display located on the property at 800 Montgomery St., more particularly described above, does hereby lease said building area to the Lessee.
- 3) The Lessor will also allow the Lessee to utilize the parking lot immediately adjacent to the building and provide access the property located south east of the property known as 938 MONTGOMERY ST, 33-30-45-000 during anytime needed by the Lessee.

- 4) The parties agree that from time to time, if a refinement of the definition of the "Leased Facility" are necessary, or an expansion/major improvement of the leased premises is being requested, that these changes will be reduced to writing and shall be attached to this Lease Agreement and agreed to by both parties as an Amendment.
- 5) In consideration of the Lessee's commitment to regularly maintain the facility to a proper standard; no rent payment, whether monthly, annually or otherwise shall be required.
- 6) Lessee Termination of Lease Without Cause. In the event that the Lessee, for reason now unknown to the parties, arbitrarily and capriciously terminates its lease of the Leased Facility or in the event that the Lessor is required to terminate the Lessee's lease because of proven fault or proven neglect, direct or indirect, attributed to the Lessee as pertains to the Lessee's leased use of the premises, then in that event the Lessee forfeits any right to receive, by way of refund any funds the Lessee expended to improve the Leased Facility.
- 7) The Leased Facility is not subject to real estate taxes.
- 8) The cost of utilities shall be at the expense of the Lessor. This includes Electric, Water and Sewer Utilities. The facility currently houses equipment to support the City of New London Parks and Recreation Department's security system, which records inside and outside of Leased Facility. Lessee agrees that they shall see that the Leased Premises shall be sufficiently heated so as to prevent freezing and deterioration. Neither party shall be liable for interruption or failure in the supply of any utility used or consumed with the entire Leased Facility, unless caused by the negligence of other party.
- 9) The Lessee shall be responsible for the cleaning, and keeping the Leased Premises neat and orderly. The Lessor will be responsible keeping the balance that is not leased to the Lessee, neat and orderly; including snow removal and mowing. This area is generally considered the parking area.
- 10) The Lessee shall be solely responsible for any repairs and/or replacement as to the structural portions of the Leased Facility, defined as foundations, walls, floors, roofs and mechanical devices (such as heating, air conditioning, sinks, toilets, water heaters, etc.) The parties agree that all repairs/replacements of a structural nature shall be of like quality/kind in relationship to improvements to the premises and such improvements shall be approved by an authorized representative of the City. In the event any insurance proceeds related to the subject property are received by the City such receipts shall be paid over to the Lessee for application to any required repairs.
- 11) The Lessee agrees that it will use the Leased Facility in compliance with all applicable laws, ordinances and regulations of federal, state and local governments. Lessor and Lessee acknowledge that the Lessee is leasing the facility for the commonly accepted

purpose of preserving and educating citizens of the historical significance of the buildings and the City of New London.

- 12) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to created any relationship other than the relationship of the Lessor and Lessee.
- 13) Law Applicable. This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 14) This Lease shall be for a term of twenty-five (25) years, commencing August 20, 2024
- 15) Lessee shall follow Insurance Requirements as provided in Insurance Supplement of this Agreement. The City will be named an additional insured for all property and casualty policies.
- 16) Lessee shall indemnify and save harmless the City of New London against any and all claims resulting from the wrongful or negligent acts or omissions of the lessee or other parties acting on his behalf in the undertaking specified. Said hold harmless assumption on the part of the lessee shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters and other reasonable costs of investigation and defense.
- 17) Failure to abide by any of the terms of this Agreement, may result in termination of this Agreement and eviction of the lessee from the premises.

New London Heritage Historical Society – Lessee

CITY OF NEW LONDON-Lessor

Member

Mark Herter, Mayor

Member

Nicole Ryerson, Clerk

Sculpture Trail Procurement, Installation and Maintenance Agreement

The Agreement is entered into this (date) by and between the City of New London, Wisconsin and the Wolf River Art League, for display of artwork on the River Side Trail system as part of the “Life on the River” Exhibition.

Recitals

- A) The Wolf River Art League desires to loan the Art/Sculpture to the City for public display along the River Side Trail; and
- B) The Wolf River Art League has procured these sculptures from submitted private artist; and
- C) The City of New London Parks and Recreation Committee has approved said Sculpture through the committee process.

THEREFORE, for good and valuable consideration, including without limitation, the mutual promises, conditions and agreements set forth herein, the City and the Wolf River Art League agrees as follows:

1. Ownership

The Wolf River Art League and the Artist maintain ownership of the Sculpture, however by virtue of this Agreement the City of New London is entitled to possession of the Sculpture for the “Exhibition Period” described in Section 4.

2. Sale of Sculpture

The Wolf River Art League and the Artist will determine the rights and terms of sale of the sculpture. After the exhibition period agreed on by the City of New London and the Wolf River Art League the owner of the Sculpture will have sole responsibility of the Sculpture and its removal, transportation and maintenance of the piece.

3. Reproduction Rights

Artist and Wolf River Art League hereby grants City, in perpetuity, the right to photograph, film, videotape, or otherwise depict the Sculpture at any time during the Exhibition Period and to use such photographs, film, videotapes, or depictions at anytime thereafter for purposes of promotion relating to the Exhibition or the City, provided that City gives artistic credit to the Artist concurrently with such uses.

4. Exhibition Period

The “Exhibition Period” means a period beginning on (DATE) and ending on (DATE). The Exhibition Period may be shortened or extended in duration by a mutual agreement between the Wolf River Art League and City. Notwithstanding the forgoing, the City of New London reserves the right, in its sole discretion and with or without cause, to decline or terminate exhibition at any time.

5. Transportation, Installation Maintenance and Removal

5.1 Transportation of the Sculpture to and from the Exhibition Site shall be the sole responsibility of the Artist and the Wolf River Art League.

5.2 Installation

5.3 Maintenance During the Exhibition Period, The City of New London shall take reasonable steps to utilize the maintenance procedures and/or methods described by Artist and set forth on Attachment “B” which is attached hereto and incorporated herein by this reference, but City Reserves the right to decline implementation of any or all, or any part thereof, of such procedures and/or methods if circumstances, including but not limited to considerations of cost and time, render such implementation unreasonable. In the event the City declines to implement such procedures and/or methods, the Artist or Wolf River Art League may undertake such procedures and/or methods at their sole expense.

5.4 Upon the expiration of the Exhibition Period, the Artist or Artist’s agents or the Wolf River Art League will remove the Sculpture. In order to minimize the disruption of pedestrian and/or vehicular traffic, Artist must schedule the removal with the City, and obtain any permits for necessary equipment if need at least ten (10) working days in advance.

Expiration Understanding Upon the expiration of the Exhibition Period, Artist or the Wolf River Art League shall remove the artwork within thirty (30) day. Artist agrees all artwork not removed within thirty (30) days of the Exhibition Period shall become property of the City of New London or disposed of properly and any cost of disposal will be the responsibility of the Wolf River Art League. Any compliance issues to this article must be communicated directly with the City of New London Parks and Recreation Department at 215 N. Shawano St. New London, WI 54961 (920) 982-8521.

_____ Dated: _____
Representative of the Wolf River Art League

6. Liability for Damage or Injury

6.1 Wolf River Art League hereby agrees to indemnify, defend and hold harmless the City of New London, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Wolf River Art League or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement. This indemnification, defense and hold harmless obligation shall exist for Wolf River Art League even if liability is also sought to be imposed or is alleged against the City of New London, its elected and appointed officials, officers, employees, agents, representatives and volunteers for their own acts, omissions, fault or negligence arising out of or in connection with or relating to this Agreement.

Wolf River Art League shall reimburse the City of New London, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Wolf River Art League employs other persons, firms, corporations or entities (sub-contractors) as part of the work that is the subject of this Agreement, it shall be Wolf River Art League's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of New London, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which contains identical indemnity, defense and hold harmless provisions and obligations as this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

7. Entire Agreement

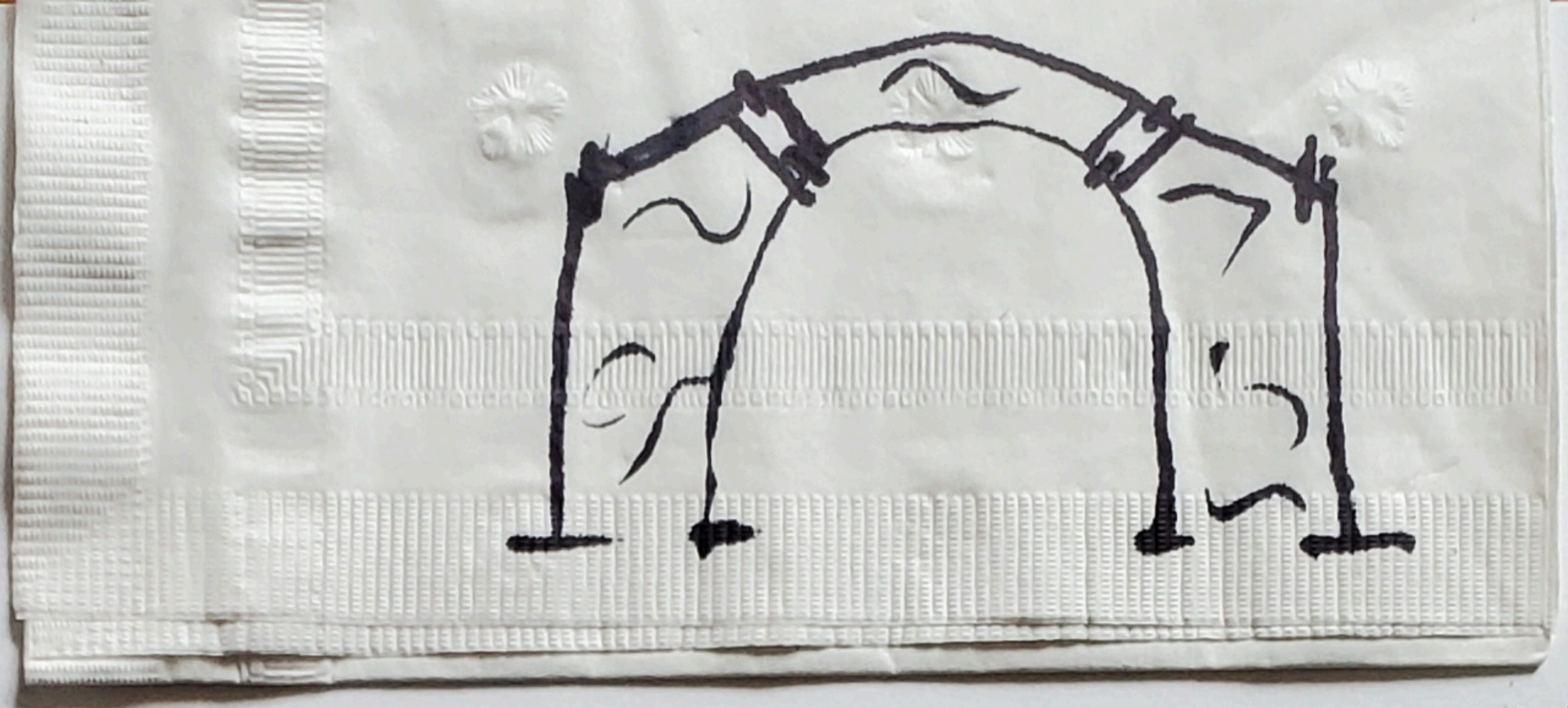
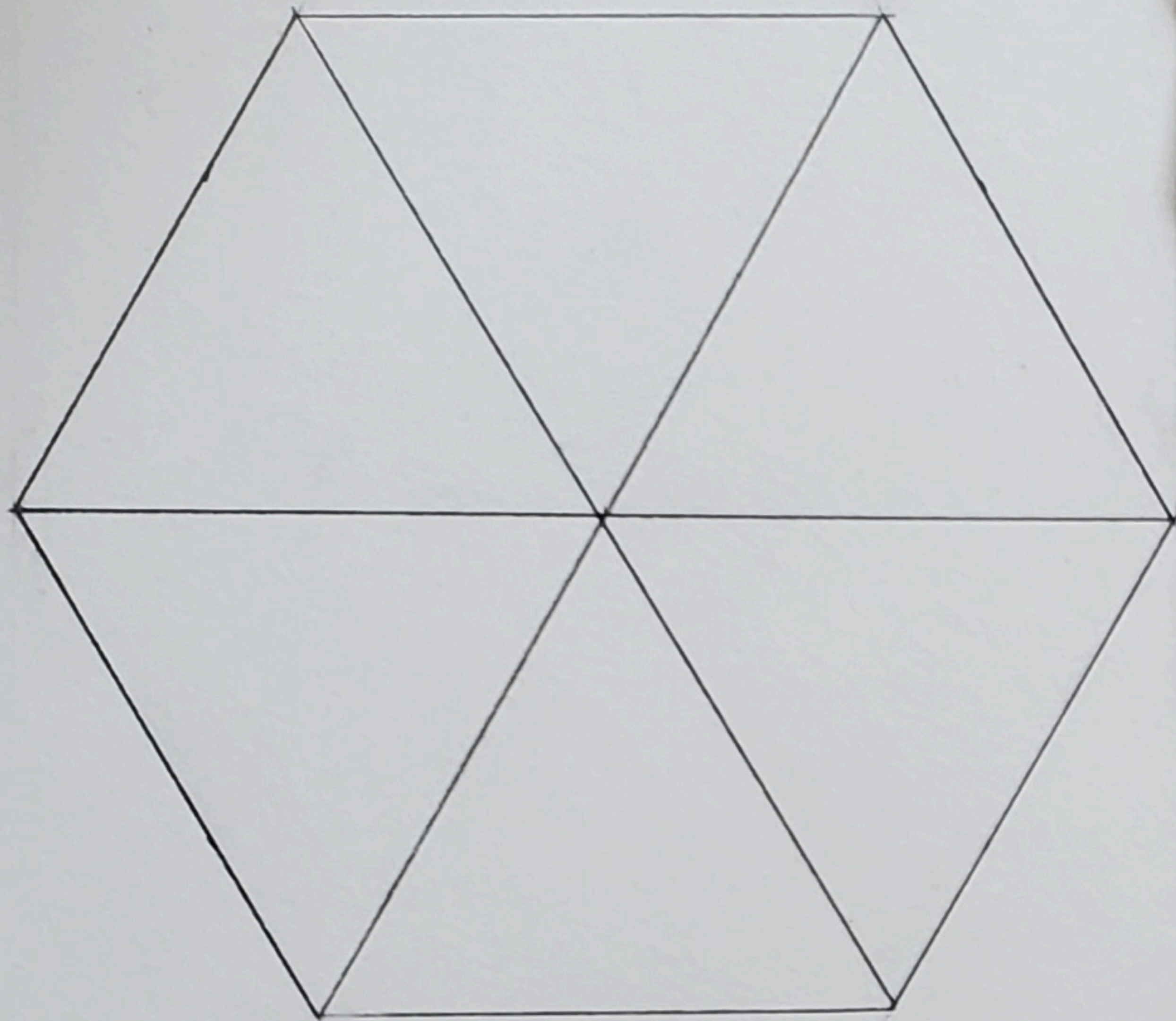
This Agreement represents the entire Agreement between the City of New London and the Wolf River Art League and no other representations, whether oral, written or implied, have been made nor may be relied upon by either the City or the Wolf River Art league. This Agreement may be modified only by writing made after the date of this Agreement and signed by both City of New London and Wolf River Art League representatives. The Agreement between the Wolf River Art League and the Artist must fall in line and be compliant to this Agreement.

City of New London

_____ **Dated:** _____
Mayor

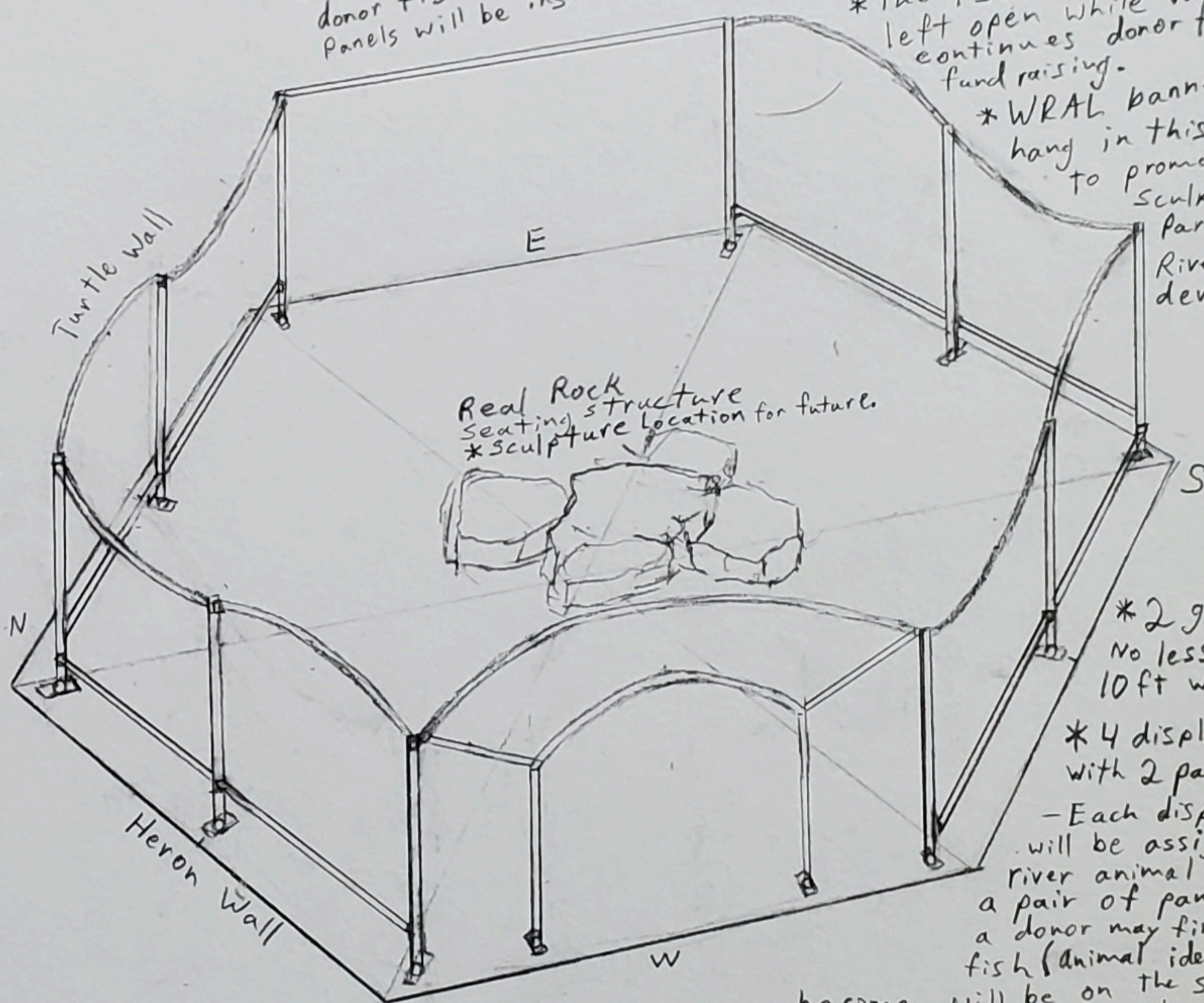
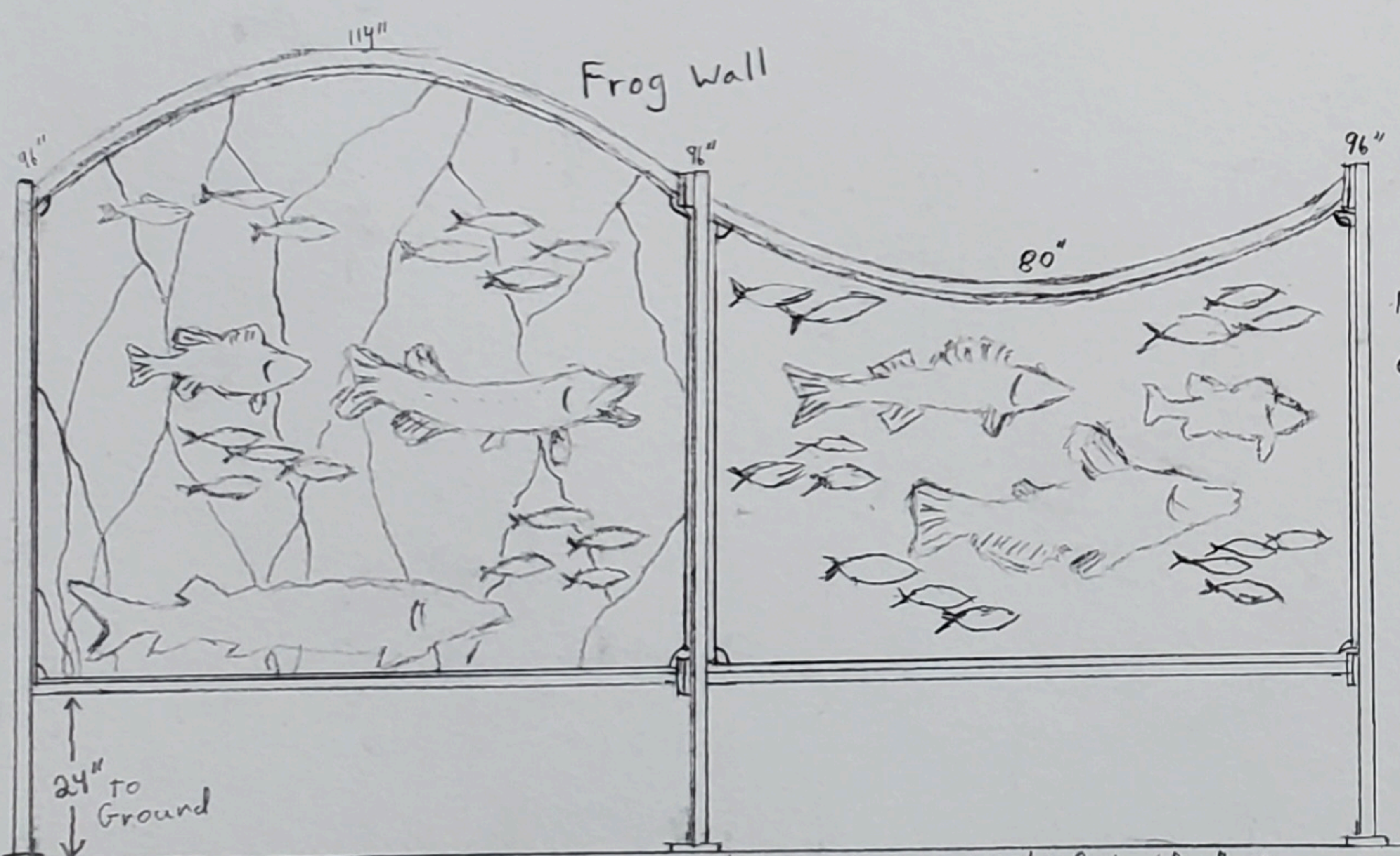
Wolf River Art League

_____ **Dated:** _____
Wolf River Art League Representative



* The straight overhead piece is a temporary cross connection until the final "gateway" frames come to take its place. East & West.
 * Rocks and frame structure are installed first while the donor fish layout frames are made in shop and the 4 North panels will be installed completed and simultaneously.

* The 4 South panels will be left open while WRAL continues donor fish fund raising.
 * WRAL banners will hang in this space to promote the sculpture Park / River Walk development.



* Archway may become a lattice for climbing flowers with planters on either side.

* 2 gateways: No less than 10ft wide.
 * 4 display walls with 2 panels each - Each display wall will be assigned a river animal to identify a pair of panels where a donor may find their fish (animal identification will be on the side of the gateway closest to that wall).
 - actual animals not yet selected. Ex: Heron, Turtle, Frog, Dragon fly

* Fish scale is approximate. Actual installation has multiple fish of all sizes.
 * Layout is an example. Not a plan.
 * Many more fish will be installed, filling more space creating "fish schools"
 * Curved, bent sections of steel rod form an organic flowing matrix (like water plants) that the donor fish are welded onto.
 * Fish will be facing both directions when installed.

An ordinance creating a permit for Outdoor Open Container Entertainment Event
ORDINANCE NO. _____

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

Section 1. That §12.027 LICENSES AND PERMITS of the Municipal Code be created to read as follows:

A. Definitions. All terms or phrases for the purposes of this section shall have the meanings provided in Wis. Stats., § 125.02 except as described below:

Event Licensed Premises or Event Licensee

A premise identified in the "outdoor open container entertainment event permit" application that has been issued a Temporary Class "B"/Temporary "Class B" license pursuant to City of New London Municipal Code of Ordinances and Ch. 125, Wis. Stats.

Open Container

Any container of alcoholic beverage which is immediately capable of being consumed from or the seal of which has been broken.

Outdoor Open Container Entertainment Event

- A. A special event in defined area that has been approved by the City of New London and open to the general public. Where possession and consumption of "fermented malt beverages" and/or "wine" from an open container is permitted subject to an approved application, the regulations contained within this section and Chapter 125 of the Wisconsin State Statutes.
- B. Outdoor open container entertainment event. During dates, times and locations within areas of the City designated as an outdoor open container entertainment event, the possession and consumption of fermented malt beverages and/or wine purchased from an event licensed premises in an open container are permitted.
- C. Application.
 - 1) Application for the outdoor open container entertainment event shall comply with the requirements of the City of New London Special Events policy and in addition the application shall contain and disclose:
 - a) A detailed description of the location of the outdoor open container entertainment event, including a proposed map detailing the location.
 - b) A detailed event security plan. This plan shall include information as to whether the applicant elects to utilize a private security firm, or to utilize the services of the New London Police Department at the staffing level and cost determined by the department,

consistent with any Special Event Policy. A specific plan indicated where patrons will be permitted to carry the fermented malt beverages and/or wine.

- c) Street Closure- Identify any proposed street closure, including proposed time and locations.
- d) Public Entertainment- A detailed description of all public entertainment associated with the event, which shall comply with the Outdoor Music Events Policy of the City
- e) If any denial is received from one or more department heads, the applicant can submit a request to that department head for the application to be reviewed by the City Administrator for a determination whether to grant the permit, who's decision shall be final.
- f) Applications will not be approved for private events.

- 2) Application Fee- There will be no fee for an outdoor open container entertainment event; all other Special Event Permit Fees apply to the outdoor open container entertainment event.

D. Certificate of Insurance- Requirements for event are as listed in the City of New London's Special Event Policy.

E. Indemnity- Requirements for event are as listed in the City of New London's Special Event Policy.

F. Applicant's Responsibility

- 1) Boundaries/signs-The applicant(s) shall be responsible for providing open and notorious notice of the event boundaries to all participants throughout the event by use of signs, barricades or other approved means.
- 2) Cleanup-The applicant shall maintain the event area in a clean, sanitary, neat and orderly appearance at all times during the event. Applicants shall ensure that any event refuse is removed from the event area no later than 12 hours after the conclusion of the event.
- 3) Security- The applicant shall provide security as detailed in the application security plan, upon approval of the Police Department. All security personnel for an event shall be clearly identified.
- 4) Nonalcoholic beverages-Applicants shall be responsible for providing an equal number of premises dispensing nonalcoholic beverages to premises dispensing fermented malt beverages and/or wine (1:1 ratio)
- 5) Other permits. The applicant shall secure any other permits required by the City of New London Special Events Policy.

G. Operational requirements- Outdoor open container entertainment events shall be subject to the following regulations:

- 1) Sale for event consumption- An event licensed premises licensed to dispense fermented malt beverages and/or wine by the drink for consumption on the event licensed premises is authorized to dispense fermented malt beverages and/or wine in an open container to a person of legal drinking age for removal from an event licensed premises; provided, however that no event licensee shall dispense to any person more than one such fermented malt beverage and/or wine at a time for removal from the event licensed premises, and no

person shall remove at one time more than one such fermented malt beverage and/or wine from the event licensed premises.

- 2) Source of fermented malt beverage and/or wine
 - a) The permit holder shall purchase its alcohol from a source authorized under Wis. Stats., Ch. 125.
 - b) Open containers of fermented malt beverages and/or wine within an outdoor open container entertainment event must be purchased/dispensed from an event licensee at an event licensed premises within the outdoor open container entertainment event boundaries. Alcohol which has not been purchased from an event licensed premises is prohibited.
- 3) Event dates-Events shall be limited to the date listed on the approved permit. An event may only last one day.
- 4) Hours of operation. Open containers of fermented malt beverages and/or wine shall not be permitted within an outdoor open container entertainment event between the hours of 10:00 p.m. and 6:00 a.m. An event licensee shall not allow the removal of alcohol in an open container for the consumption of alcohol off an event licensed premises between the hours of 10:00 p.m. and 6:00 p.m.
- 5) Possession or consumption of open containers of alcoholic in a motor vehicle, including an recreational vehicle, within the outdoor open container entertainment event shall be prohibited unless otherwise permitted by Wisconsin State Statute.
- 6) Possession or consumption of alcoholic beverages by an underage person within an outdoor open container entertainment event is prohibited at all times except as otherwise permitted by law. All individuals wishing to possess or consume a fermented malt beverage and/or wine within an outdoor open container event must have a wristband issued by an authorized event licensee which sold the fermented malt beverage and/or wine to the individual.
- 7) Event licensees shall not permit patrons to enter event licenses premises with fermented malt beverages and/or wine acquired from outside the outdoor open container entertainment event boundaries or a non-event licensed premises.
- 8) Any event licensee permitting patrons to remove a fermented malt beverage and/or wine from an event licensed premises for consumption during the outdoor open container entertainment event shall employ a person to monitor all entrances and exits of the event licensed premises to ensure that all beverages are removed in accordance with this section.
- 9) Neither event licensees nor patrons shall refill an open container with alcoholic beverages not purchased from an event licensed premise from which the open container originated.
- 10) No person shall exit a designated outdoor open container entertainment event boundary with fermented malt beverages and/or wine purchased in an open container for consumption within the outdoor open container entertainment event boundary.
- 11) Special events and areas temporarily licensed pursuant to Wisconsin Statutes Chapter 125 occurring within boundaries of the outdoor open container entertainment event shall be subject to the provisions of this section.

- 12) Event-specific operational requirements upon which approval of the application was conditional when approved by the Common Council.
- 13) Operators, including provisional or temporary operators, shall not imbibe alcoholic beverages while working or volunteering at an event licensed premises during the outdoor open container entertainment event.

H. Approval or denial of application-Shall conform to Wis. Stats. § 125.12

I. Appeal of application denial or modification- Shall conform to Wis. Stats., § 125.12.

J. Enforcement- Any person who shall violate any provision of this section shall be subject to a penalty as provided in the City of New London’s General Code. Each violation and each day a violation continues or occurs shall constitute a separate offense. This action shall not preclude the City from maintaining any appropriate action to present or remove a violation of this section.

This ordinance shall take effect upon passage and publication.

BY: _____

Mark Herter, Mayor

Attest: _____

Nicole Ryerson, City Clerk

Cash Distribution By Account (Summary)

GL Account: C-Disc Golf Course Donations, C-Dog Park Donations, C-Park Equipment Donations, C-Wolf River Trail Account, R-Adult Exercise, R-Adult Rec Programs, R-Boat Launch Daily, R-Boat Launch Yearly, R-Cable 3, R-Camp Hatten, R-Coca-Cola, R-Dock Permits, R-Equipment Revenue Rental, R-Equipment sales culture and rec, R-Miscellaneous Pool Revenue, R-Miscellaneous Rec Revenue, R-Open Gym, R-Oper G&G Culture and Rec, R-Park Department Revenue, R-Park Reservation...(first 20 selections shown)
Transaction Date/Time: From Jul 1, 2024 12:00 AM through Jul 31, 2024 11:59 PM

Account Name	Account Number	Total Cash Payment	Total Check Payment	Total Gift Certificate Payment	Total Credit Card Payment	Total Debit Card Payment	Total Cash, Check, Card, Certificate	Total Memo / Man. Deduct Payment	Total Payments	Total ECP and Journal Payments	Total Payments + ECP/Journal
R-Adult Exercise	101-42473	\$0.00	\$0.00	\$0.00	\$425.00	\$0.00	\$425.00	\$0.00	\$425.00	\$0.00	\$425.00
R-Adult Rec Programs	101-42470	\$0.00	\$440.00	\$0.00	\$0.00	\$0.00	\$440.00	\$0.00	\$440.00	\$0.00	\$440.00
R-Boat Launch Daily	101-41331	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$425.00	\$425.00
R-Boat Launch Yearly	101-41332	\$1,160.00	\$60.00	\$0.00	\$0.00	\$0.00	\$1,220.00	\$0.00	\$1,220.00	\$0.00	\$1,220.00
R-Camp Hatten	101-42447	\$0.00	\$0.00	\$150.00	\$8,412.50	\$0.00	\$8,562.50	\$0.00	\$8,562.50	\$0.00	\$8,562.50
R-Dock Permits	101-41330	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00	\$0.00	\$20.00
R-Miscellaneous Pool Revenue	101-42422	\$227.50	\$0.00	\$0.00	\$6.00	\$0.00	\$233.50	\$0.00	\$233.50	\$0.00	\$233.50
R-Oper G&G Culture and Rec	101-44206	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,340.00	\$1,340.00
R-Park Department Revenue	101-42480	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00	\$0.00	\$30.00
R-Park Reservation	101-42458	\$394.00	\$80.00	\$0.00	\$154.00	\$0.00	\$628.00	\$0.00	\$628.00	\$0.00	\$628.00
R-Pool Revenue Non Taxable	101-42420	\$815.25	\$258.00	\$55.50	\$6,623.25	\$0.00	\$7,752.00	\$0.00	\$7,752.00	\$0.00	\$7,752.00
R-Pool Revenue Taxable	101-42421	\$3,405.50	\$1,261.50	\$0.00	\$2,573.00	\$0.00	\$7,240.00	\$0.00	\$7,240.00	\$0.00	\$7,240.00
R-Senior Center Rent	101-43253	\$63.75	\$43.50	\$0.00	\$586.50	\$0.00	\$693.75	\$0.00	\$693.75	\$0.00	\$693.75
R-Senior Citizen Bus	101-42601	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313.25	\$313.25
R-Senior Rec Programs	101-42469	\$302.25	\$180.00	\$0.00	\$180.00	\$0.00	\$662.25	\$0.00	\$662.25	\$0.00	\$662.25
R-Special Programs-Rec	101-42419	\$75.00	\$0.00	\$0.00	\$70.00	\$0.00	\$145.00	\$0.00	\$145.00	\$0.00	\$145.00
R-Special programs-SR Center	101-42417	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00	\$175.00
R-Washington Center	101-43254	\$244.38	\$0.00	\$0.00	\$475.50	\$0.00	\$719.88	\$0.00	\$719.88	\$0.00	\$719.88

Cash Distribution By Account (Summary)

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Gym Rent											
R-WPRA Tickets	101-42440	\$2,045.75	\$1,024.00	\$0.00	\$0.00	\$0.00	\$3,069.75	\$0.00	\$3,069.75	\$0.00	\$3,069.75
R-Youth Enrichment	101-42472	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:		\$8,753.38	\$3,377.00	\$205.50	\$19,505.75	\$0.00	\$31,841.63	\$0.00	\$31,841.63	\$2,253.25	\$34,094.88

Membership Usage Report

Aug 1, 2024
8:39 AM

Package Category: Aquatic & Fitness Center Memberships, Aquatic Exercise
Membership Usage Date: From Jul 1, 2024 through Jul 31, 2024

Package Name	% of Total	Entries
Aquatic Exercise 10 Punch Pass -	12.62	281
City Employee General Pool Membership -	1.62	36
Fitness Room Membership - Adult -	2.65	59
Fitness Room Membership - Family -	1.30	29
Fitness Room Membership - Senior -	1.53	34
General Pool Membership - Adult -	9.34	208
General Pool Membership - Family -	11.72	261
General Pool Membership - Senior -	11.94	266
General Pool Membership - Youth -	0.54	12
Optum Member -	13.20	294
Private Swim Lessons -	0.04	1
Silver & Fit Member -	0.63	14
Silver Sneakers Member -	28.15	627
Single Aquatic Exercise Punch Pass -	0.13	3
Summer Pool Deal- Family Membership -	4.58	102
Total Entries:		2227
Total Unvoided:		2227
Total Voided:		0
Total Unique Members :		346

RS II

Membership Usage Report

Membership Usage Date: From Jul 1, 2024 through Jul 31, 2024
 POS Product: Aquacise Birthday Club postcard, Aquatic Exercise Day Pass - NonResident, Aquatic Exercise Day Pass -Resident, CDS Participant, Corporate Ticket -Steel King, Health and Fitness Challenge Ticket, Non Resident Swim Ticket, Non-Resident Adult Fitness Entrance Fee, Non-Resident Adult General Entrance Fee, Non-Resident Aquacise Ticket, Non-Resident Senior Fitness Entrance Fee, Non-Resident Senior General Entrance Fee, Non-Resident Weight room Ticket, Non-Resident Youth Fitness Entrance Fee, Non-Resident Youth General Entrance Fee, Resident Adult Fitness Entrance Fee, Resident Adult General Entrance Fee, Resident Aquacise Ticket, Resident Senior Fitness Entrance Fee, Resident Senior General Entrance Fee...(first 20 selections shown)

Package Name	% of Total	Entries
Aquatic Exercise Day Pass - NonResident	2.00	19
Aquatic Exercise Day Pass -Resident	1.89	18
Camp Hatten Entry	2.21	21
Non-Resident Adult Fitness Entrance Fee	0.63	6
Non-Resident Adult General Entrance Fee	5.79	55
Non-Resident Senior Fitness Entrance Fee	0.21	2
Non-Resident Senior General Entrance Fee	4.21	40
Non-Resident Youth Fitness Entrance Fee	0.11	1
Non-Resident Youth General Entrance Fee	8.95	85
Resident Adult Fitness Entrance Fee	4.21	40
Resident Adult General Entrance Fee	15.79	150
Resident Senior Fitness Entrance Fee	0.32	3
Resident Senior General Entrance Fee	8.00	76
Resident Youth Fitness Entrance Fee	0.11	1
Resident Youth General Entrance Fee	41.16	391
Special Swim	4.42	42
Total Entries:		950
Total Unvoided:		950
Total Voided:		0
Total Unique Members :		3

2016 Ford Starcraft

2016 FORD STARCRAFT

Date	General Usage							
	One Way Trips	Unique Riders	Rural Riders	Rural Miles	City Miles	Mileage	Gas	Gallons
Monday, July 1, 2024	10	4	-	-	36			
Tuesday, July 2, 2024	18	9	-	-	47			
Wednesday, July 3, 2024	16	7	-	-	44	77,606	\$91.15	26.81
Thursday, July 4, 2024	-	-						
Friday, July 5, 2024	-	-						
Saturday, July 6, 2024	-	-						
Sunday, July 7, 2024	-	-						
Monday, July 8, 2024	13	6	-	-	39			
Tuesday, July 9, 2024	12	6	-	-	35			
Wednesday, July 10, 2024	-	-						
Thursday, July 11, 2024	11	6	-	-	34	77,790	\$100.15	31.11
Friday, July 12, 2024	14	7	-	-	51			
Saturday, July 13, 2024	-	-						
Sunday, July 14, 2024	-	-						
Monday, July 15, 2024	11	5	-	-	32			
Tuesday, July 16, 2024	19	10	-	-	49			
Wednesday, July 17, 2024	18	8	-	-	51			
Thursday, July 18, 2024	14	7	-	-	34	78,006	\$129.80	
Friday, July 19, 2024	12	7	-	-	34			
Saturday, July 20, 2024	-	-						
Sunday, July 21, 2024	-	-						
Monday, July 22, 2024	11	6	-	-	44			
Tuesday, July 23, 2024	15	9	-	-	38			
Wednesday, July 24, 2024	20	10	-	-	76			
Thursday, July 25, 2024	16	8	-	-	43	78,234	\$115.55	33.99
Friday, July 26, 2024	5	3	-	-	22			
Saturday, July 27, 2024	-	-						
Sunday, July 28, 2024	-	-						
Monday, July 29, 2024	9	5	-	-	36			
Tuesday, July 30, 2024	19	11	-	-	51			
Wednesday, July 31, 2024	14	7	-	-	44			
Total	277	141	-	-	840	311,636	\$ 436.65	91.91

2007 Ford Starcraft

2007 FORD STARCRAFT

Date	General Usage							
	One Way Trips	Unique Riders	Rural Riders	Rural Miles	City Miles	Mileage	Gas	Gallons
Sunday, June 30, 2024	-	-						
Monday, July 1, 2024	-	-						
Tuesday, July 2, 2024	-	-						
Wednesday, July 3, 2024	-	-						
Thursday, July 4, 2024	-	-						
Friday, July 5, 2024	-	-						
Saturday, July 6, 2024	-	-						
Sunday, July 7, 2024	-	-						
Monday, July 8, 2024	-	-						
Tuesday, July 9, 2024	-	-						
Wednesday, July 10, 2024	11	5	-	-	30			
Thursday, July 11, 2024	-	-						
Friday, July 12, 2024	-	-						
Saturday, July 13, 2024	-	-						
Sunday, July 14, 2024	-	-						
Monday, July 15, 2024	-	-						
Tuesday, July 16, 2024	-	-						
Wednesday, July 17, 2024	-	-						
Thursday, July 18, 2024	-	-						
Friday, July 19, 2024	-	-						
Saturday, July 20, 2024	-	-						
Sunday, July 21, 2024	-	-						
Monday, July 22, 2024	-	-						
Tuesday, July 23, 2024	-	-						
Wednesday, July 24, 2024	-	-						
Thursday, July 25, 2024	-	-						
Friday, July 26, 2024	-	-						
Saturday, July 27, 2024	-	-						
Sunday, July 28, 2024	-	-						
Monday, July 29, 2024	-	-						
Tuesday, July 30, 2024	-	-						
Total	11	5	-	-	30	-	\$ -	-

Programs Totals Report

Program: 1600.01.324 Summer Swim Lessons Session 2 2024
 Program Site: New London Parks and Recreation
 Program Start Date: From Jul 1, 2024 To Jul 31, 2024
 Program Status: Closed

Number - Name	Start Date - End Date Day and Time	Season	Term	Metrics				Enrollments			Drop-In	Percent	Holds	Waits	Team	Open
				Min	Max	Hours	Days	Res	Non Res	Total						
1600.01.324 - Summer Swim Lessons Session 2 2024	Jul 8, 2024 - Jul 23, 2024 M Tu at 10:00 AM	Summer 2024		0	384	16.00	24	24	69	93	0	100.0%	0	0	0	291
Grand Totals:				0	384	16.00	24	24	69	93	0		0	0	0	291