

**CITY OF NEW LONDON
COMMON COUNCIL MEETING**

**TUESDAY, JULY 19, 2022
7 P.M. COUNCIL CHAMBERS**

AGENDA

- I. Call to Order, Pledge of Allegiance, Roll Call
- II. Adoption of Agenda
- III. Approval of 6/21/2022 Common Council Minutes
- IV. Authorization to pay bills in the amount of \$786,134.69
- V. Public Comment
- VI. STANDING & SPECIAL COMMITTEES
 - A. Board of Public Works
 - 1. Minutes -7/5/ 2022 and 6/21/22 (Special)
 - B. Finance & Personnel
 - 1. Minutes – 7/6/2022 (minutes from 6/8/2022 were erroneously not included in the June packet and are also included in July packet)
 - 2. Approval of Monthly License List
 - C. Parks & Recreation
 - 1. Minutes -7/5/ 2022
 - D. Plan Commission
 - 1. Minutes – 6/23/2022
 - 2. Annexation Ordinance for New London Building Supply [2nd reading]
 - E. Economic Development Committee
 - 1. Minutes – NO JUNE MEETING
 - 2. WCEDC July 2022 Municipal Memo
 - F. Committee of the Whole
 - 1. Consider Developer's Agreement with S.C. Swiderski for downtown development
- VII. Minutes and Reports distributed:
 - A. Library & Museum minutes–6/27/2022 (Special)
 - B. Police & Fire Commission – 6/20/2022
 - C. Utility 6/7/2022 & 6/21/2022
 - D. Building Inspector –June 2022 Report
 - E. Housing Authority – 5/31/2022
 - F. ER TID 01 Joint Review Board – 06/23/2022
- VIII. Reports of Officers on Recent Events & Announcements to the Public:
 - A. Mayor
 - 1. Appointments to Economic Development Tourism Commission
 - 2. Appointments to Library & Museum Board (subject to confirmation by the Council per Muni Code 1.05 (10)(a))
 - B. City Attorney – Legal opinion of Muni Code 17.03-7(5)
 - C. City Administrator
 - D. Utility Manager
 - E. Chief of Police
 - F. Director of Public Works
 - G. Director of Parks and Recreation

H. Fire Chief

I. Other Comments

IX. Closed session per the following statutory exemptions: 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

X. Action from closed session, if any.

XI. 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, June 21, 2022

A regular and open meeting of the City of New London Common Council was convened on Tuesday, June 23, 2022 at 7:00 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, Steve Groat, Bernie Ritchie, Timothy Roberts, David Dorsey, BaLynda Croy and John Hass.

Officers Present: City Administrator Chad Hoerth, City Clerk Nicole Lemke, Recreation Supervisor Morgan Gorges, Video Producer Josh Viste, City Attorney Keith Steckbauer, Director of Public Works Robert Garske, Director of Parks & Recreation Ginger Arndt, Police Chief Schlueter, and Jason Bessette General Manager of New London Utilities

Library and Museum Board members (all left at 7:30pm): Steve Hart, Betty Roberts, William Flease, Chris Bermann and Ginny Schlais.

VISITORS: Cameron Durrant (left at 7:30pm)

AGENDA: Bewsaw/ Barrington to approve the Agenda. *Carried 9-0*

MINUTES: Hass / Ritchie to approve the 5/17/2022 Common Council Minutes and 5/26/2022 & 6/2/2022 Special Common Council Meetings minutes as written. *Carried 9-0*

BILLS: Dorsey / Besaw to authorize the payment of invoices in the amount of \$740,167.87. *Carried 9-0*

PUBLIC COMMENT: Durrant introduced himself as candidate for Waupaca County Sheriff.

STANDING & SPECIAL COMMITTEES:

BOARD OF PUBLIC WORKS –

1. Minutes of the Minutes – 5/17/2022 (Special) and 6/6/ 2022 meetings were read by Barrington.
2. Barrington / Groat to pass Resolution # 1439. *Carried 9-0.*

RESOLUTION TO APPROVE THE 2021 COMPLIANCE MAINTENANCE ANNUAL REPORT FOR WWTP

RESOLUTION NO. 1439

BE IT RESOLVED, that the City of New London, Outagamie and Waupaca Counties, Wisconsin, informed by the Department of Natural Resources that the following actions were taken by the Common Council.

1. Reviewed the 2021 Compliance Maintenance Annual Report, which is attached to this Resolution.
2. Set forth the following actions necessary to maintain the effluent requirements contained in the WPDES Permit.
 - a) Support the Director of Public Services and the Wastewater Treatment Plant Superintendent to meet its WPDES Discharge Permit and to maintain the Wastewater Treatment Plant Facilities in the highest possible condition.

Adopted this 21ST day of June, 2022

Mark Herter, Mayor

ATTEST:_____

Nicole Lemke, City Clerk

3. Barrington / Besaw to approve contract for storm ditch reconstruction at Enerpipe (738 Industrial Loop Rd) to Radtke Contractors, Inc. in the amount of \$58,770.34. *Carried 9-0.*
4. Barrington / Ritchie to approve 4-light installation on the Southland Lane extension (Celestial Hills development). *Carried 9-0.*
5. Barrington / Hass to authorize Director of Public Works to approve change orders not to exceed the collective amount of \$50,000.00 for the Avon, Lima and Lyons Street reconstruction.
6. Barrington / Groat to approve estimates as presented and proceed forward with sewer rate study. *Carried 9-0.*

FINANCE & PERSONNEL -

1. Due to Clerk's error, the June meeting minutes were not included in the agenda packet. They will be included in the next month's packet.
2. Dorsey / Besaw to approve annual License List. *Carried 9-0.* A complete listing of the individual licenses is printed at the end of these minutes.
3. Dorsey / Faucher to deny claim based on CVMIC recommendation *Carried 9-0.*

PARKS & RECREATION -

1. Minutes of the June 7, 2022 meeting were read by Besaw

PLAN COMMISSION -

1. Minutes of the May 17, 2022 special meeting were read by Besaw

ECONOMIC DEVELOPMENT COMMITTEE -

1. Minutes of the May 31, 2022 meeting were read by Dorsey.
2. June WCEDC Report distributed

COMMITTEE OF THE WHOLE

1. Minutes of the June 8, 2022 meeting were read by Mayor Herter
2. Ritchie / Dorsey to approve funding the library Water St. renovation project \$250,000 in Year 2022. *Carried 9-0.*
3. Dorsey / Croy to approve committing \$500,000 in 2024 for the library renovation project provided the Library Board deeds the 4 parcels that the annex was going to be built on to the City of New London. *Carried 9-0.*

REPORTS & MINUTES DISTRIBUTED:

1. Library & Museum minutes and Directors' Reports - 5/16/2022 & 6/13/2022
2. Police & Fire Commission - NO MAY MEETING
3. Utility 5/3/2022 & 5/17/2022
4. Building Inspector - May 2022 Report
5. Board of Review - 6/6/2022 Minutes
6. Joint Review Board: TID 5 - 5/17/2022 & 6/8/2022 Minutes
7. Joint Review Board: TID 6 - 5/17/2022 Minutes

MAYORAL APPOINTMENTS:

1. Mayor Herter announced his appointment Student Members Wyatt Adamovich & Edith Vazquez Zacarias to Economic Development

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

Mayor Mark Herter wished residents a safe and happy Fourth of July.

City Administrator Chad Hoerth commended the police, fire, streets, and waste water departments and New London Utilities for their quick and effective response to the June storm. He announced that the result of the closed session last month was the purchase of a vacant lot on the corner of Lincoln and North Water Streets to be used for downtown parking.

General Manager of New London Utilities Jason Bessette said Degroot started construction for the Avon St. project 6-20-2022. Bessette stated 110 customers out of power due to the storm 6-15-2022, but power was restored in 5.5 hrs. He recognized the following service anniversary:

John Fassbender- 1 year

Police Chief Schlueter reminded residents recreational vehicles (boats, campers, etc) can only be on City streets 48 hours max.

Director of Public Works Robert Garske stated crews did an outstanding job with the storm on June 15th. Brush will be picked up curbside through June 24 or can be dropped off behind the Waste Water Treatment Plant 7 days a week from 7AM-7PM. He reminded residents updates on street projects are posted on the City’s website.

Director of Parks & Recreation Ginger Arndt reminded residents about the Festival Foods Fireworks at Cottrell Stadium inside Hatten Park on July 4th. Gates open at 6PM.

At 7:43 p.m. there being no other business Roberts / Barrington moved to adjourn. *Carried 9-0.*

Nicole Lemke, City Clerk
June 23, 2022

APPLICATION FOR LICENSES

COMBINATION "CLASS A" LICENSES:

Corporation/LLC/Individual Owner	DBA Name	Address	Owner / Agent	
DOLGENCORP, LLC	DOLLAR GENERAL STORE #6639	801 N. SHAWANO ST.	AARON	DALTON
SKOGEN'S FOODLINER, INC.	FESTIVAL FOODS	308 N. SHAWANO STREET	DENNIS	KOLBE
CHANGE UP, LLC	THE BOTTLE SHOP	303 S. SHAWANO STREET	KATHERINE	THURK
WALGREEN CO.	WALGREENS #11301	981 N. SHAWANO STREET	ADRIANNA	CASAREZ
WALMART STORES EAST, LP	WALMART STORE #1471	1717 N. SHAWANO STREET	TROY	KILLORAN
LA COSTENITA, LLC	LA COSTENITA	200 W. N. WATER STREET	FILEMON L.	ATANASIO

CLASS "A" BEER LICENSES:

Corporation/LLC/Individual Owner	DBA Name	Address	Owner / Agent	
TAQUERIA LUCIANO LLC	TAQUERIA LUCIANO	214 W. N. WATER STREET	FILEMON L.	ATANASIO
SG PETROLEUMS LLC	NEW LONDON TRAVEL PLAZA	1280 N. SHAWANO STREET	SUDHANSH	GOEL
R & K CONVENIENCE LLC	RAMA'S MOBIL	509 MILL STREET	RAMINDER	SINGH
SRS MINI MART LLC	RIVER SIDE MINI MART	116 N. PEARL STREET	SHIVA RAJ	BHATTARAI

CLASS "A" BEER & CIDER LICENSES:

Corporation/LLC/Individual Owner	DBA Name	Address	Owner / Agent	
KWIK TRIP, INC.	KWIK TRIP 791	984 N. Shawano Street	KEVIN W.	SCHULTZ
KWIK TRIP, INC.	KWIK TRIP 792	1500 Mill Street	MORGAN L.	WILZ

COMBINATION "CLASS B" LICENSES:

Corporation/LLC/Individual Owner	DBA Name	Address	Owner / Agent	
DRAVEN ENTERTAINMENT, LLC	DRAGON'S DEN	318 W. N. WATER ST	TODD	FENSKE
EL TEQUILA LLC	EL TEQUILA	208 W. N. WATER ST	SERGIO	HERNANDEZ
JEANNE ROSE SPORTS BAR LLC	JEANNE ROSE SPORTS BAR	306 W NORTH WATER ST	MICHAEL	CLAUSON
JOHN'S BAR	JOHN'S BAR	211 S. PEARL ST	MARK J.	LOCY
MARLY'S RESTAURANT, INC.	MARLY'S RESTAURANT	520 S. PEARL ST	GREGORY	BROWN
NEW LONDON LANES, INC.	NEW LONDON LANES/HILBY'S RESTAURANT	106 E. WOLF RIVER AVE	TERRY D.	HILBERT
THE WATER'S SUPPER CLUB AND LOUNGE, INC.	WATER'S SUPPER CLUB AND LOUNGE	815 W. WOLF RIVER AVE	PATRICK	WILLIAMS
JESUS VARGAS EL PATRON LLC	EL PATRON	203 N. SHAWANO ST.	JESUS	VARGAS
JOLLY ROGER'S PIZZERIA LLC	JOLLY ROGER'S PIZZERIA	220 W. N. WATER ST	ROBERT F.	LEAHY
EVENTS EVERLASTING LLC	EVENTS EVERLASTING	309 W. N. WATER ST.	KIMBERLY	CHONOS
NEW LONDON FAMILY DINER	NEW LONDON FAMILY DINER	1601 SHAWANO ST	VILIULFO	BENITEZ
ULTIMATE SPORTS COMPLEX, LLC	ULTIMATE SPORTS COMPLEX	865 SURPRISE ENDING	ROBERT L.	GUYETTE
CRYSTAL FALLS, INC.	CRYSTAL FALLS	1500 HANDSCHKE DR	BAILEY	KARGUS

CLASS "B" AND CLASS "C" BEER & WINE LICENSES

Corporation/LLC/Individual Owner	DBA Name	Address	Owner / Agent	
FAMILIAR GROUNDS II, LLC	FAMILIAR GROUNDS	206 N. Pearl St	JENNIFER	HEIDEMAN

CLASS "B" LICENSES:

Corporation/LLC/Individual Owner	DBA Name	Address	Owner / Agent	
MA AMBA INC	QUALITY INN	1609 N. SHAWANO ST.	PATEL	ROHITKUMER

TEMP CLASS "B" LICENSES:

New London Lions Club Softball & Baseball Games	July 10, 11, 12, 13, 17, 20, 24, & 31, 2022 at Memorial Park	SB-22-04
New London Lions Club Softball & Baseball Games	July 5, 19, 25 & 27, 2022 at Memorial Park	SB-22-05
New London Lions Club Softball & Baseball Games	August 7, 14, 21 & 28, 2022 at Memorial Park	SB-22-06

Bartender’s License

Name	Organization
DENISE STAMPLE	BREE'S INN II
JAYNE E. WHITE	BREE'S INN II
KAYLEEN PHILLIPS	BREE'S INN II
MERCEDE T. WOLFGRAM	BREE'S INN II
MICHAEL SCHWARTZ	BREE'S INN II
ROBERT R. MCARTHUR JR.	BREE'S INN II
DAKOTA SAGER	C & R WATERFRONT
DENISE ROSENBERG	C & R WATERFRONT
MACKENZIE BELLILE	C & R WATERFRONT
SAVANNAH KOSS	C & R WATERFRONT
SAMANTHA MISHLER	C & R WATERFRONT
SCOTT PUFFE	C & R WATERFRONT
HOLLY BENTZLER	CRUZ INN
MICAELA CAPLES	CRUZ INN
NICOLE OLSON	CRUZ INN
RUTH SELLE	CRUZ INN
LUKE JARCHOW	CRUZ INN
BILLIE THOMPSON	CRYSTAL FALLS
KAITLYN J. NATZKE	CRYSTAL FALLS
SYDNI E. WILLIAMS	CRYSTAL FALLS
NICK PINCH	CRYSTAL FALLS
JUSTIN HENRY	CRYSTAL FALLS
PATRICIA TAYLOR	CRYSTAL FALLS
LINDSEY JAWORSKI	CRYSTAL FALLS
CRUZ ZASTROW	CRYSTAL FALLS
ASHLEY KUNDRAT	DOLLAR GENERAL
DESTINY MOELLER	DOLLAR GENERAL
REBECCA CARTER	DOLLAR GENERAL
ADAM NETT	DOLLAR GENERAL
PAULA OWEN	DRAGON'S DEN
MARK FERMANICH	DRAGON'S DEN

BRENDA FERMANICH	DRAGON'S DEN
ZACKARY FERMANICH	DRAGON'S DEN
NAHIDALY SCOTT	EL PATRON
PATRICIA BROOKS	FESTIVAL FOODS
SARAH A. QUAINANCE	FESTIVAL FOODS
DORENE MEYER	FESTIVAL FOODS
KIM M. WEBER	FESTIVAL FOODS
LAWRENCE T. SIMONS	FESTIVAL FOODS
REBECCA FLETCHER	FESTIVAL FOODS
ALEXIS SINKULA	FESTIVAL FOODS
LILLITH MEYER	FESTIVAL FOODS
NATHAN KIEFFER	FESTIVAL FOODS
TIFFANY LINBERG	FESTIVAL FOODS
STARLYNN HERING	FESTIVAL FOODS
MELLONIE THOMA	FESTIVAL FOODS
CRYSTAL JANTZ	FESTIVAL FOODS
ANDREW SLOMSKI	JEANNE ROSE SPORTS BAR
CARSON BOHN	JEANNE ROSE SPORTS BAR
JULIE BOHN	JEANNE ROSE SPORTS BAR
MIKE CLAUSON	JEANNE ROSE SPORTS BAR
LOGAN LOCY	JOHN'S BAR
NICKI J. LATHROP	JOHN'S BAR
NOREEN J. SCRUTON	JOHN'S BAR
PHYLLIS DURIG	JOHN'S BAR
PHILIP WARNKE	KWIK TRIP NORTH
KIRSTEN GRAUMANN	KWIK TRIP NORTH
RICARDO VARGAS	KWIK TRIP NORTH
KIARA SWINFORD	KWIK TRIP NORTH
LISA K. SCHWARTZ	KWIK TRIP NORTH
MARY BURDICK	KWIK TRIP NORTH
KEONNA GREENWOOD	KWIK TRIP NORTH
JOSEPHINE CLAUSSEN	KWIK TRIP NORTH
NATIYA VARGAS	KWIK TRIP NORTH
KARLA J. WALBRUCK	KWIK TRIP NORTH
ALEXANDER FERNANDEZ	KWIK TRIP SOUTH
AMANDA SCHULKE	KWIK TRIP SOUTH
AMANDA WYNBOOM	KWIK TRIP SOUTH
AMBER OLSON	KWIK TRIP SOUTH
AMBER RETTLER	KWIK TRIP SOUTH
BRUCE WEYENBERG	KWIK TRIP SOUTH
CARRIE DENNIS	KWIK TRIP SOUTH
CHRISTOPHER MEYER	KWIK TRIP SOUTH
DIANA RIVERA	KWIK TRIP SOUTH
JAMIE CLARK	KWIK TRIP SOUTH
KIMBERLY RICE	KWIK TRIP SOUTH
LEANNE J. ERNST	KWIK TRIP SOUTH
LUCIANA YAQUELIN	KWIK TRIP SOUTH
MARY J. KLOC	KWIK TRIP SOUTH
MATTHEW BERRY	KWIK TRIP SOUTH
PAMELA GIESEN	KWIK TRIP SOUTH
RENEE HUZZAR	KWIK TRIP SOUTH
RYLIE MEYER	KWIK TRIP SOUTH
STACEY L. HILL	KWIK TRIP SOUTH
TAYLOR WURZ	KWIK TRIP SOUTH
VICTORIA DUCIAUME	KWIK TRIP SOUTH
JEANNETTE LUCIANO BLANCHETTE	LA COSTENITA / TAQUERIA LUCIANO
KIM A. BROWN	MARLY'S
ADRIENNE HILBERT	NEW LONDON LANES/ HILBY'S RESTAURANT
CHRISTOPHER MUCH	NEW LONDON LANES/ HILBY'S RESTAURANT
JOSHUA MEYER	NEW LONDON LANES/ HILBY'S RESTAURANT
KARI SCHROEDER	NEW LONDON LANES/ HILBY'S

	RESTAURANT
ROBIN LOCY	NEW LONDON LANES/ HILBY'S RESTAURANT
MONTE BERG	NL LIONS CLUB
RANDOLPH CLEVELAND	NL LIONS CLUB
THOMAS SCHMUDE	NL LIONS CLUB
TRAVIS KLOEHN	NL LIONS CLUB
WILLIAM KREJCAREK	NL LIONS CLUB
BILLIE OLSON	NL LIONS CLUB
DALE STERN	NL YOUTH BASEBALL
KEITH RICE	NL YOUTH BASEBALL
JENNIFER RUFENCACHT	NLGYSA
JODI FIANE	NLGYSA
KASEY KAPERNICK	NLGYSA
KERRI TENNIE	NLGYSA
MORGAN KELLEY	NLGYSA
ATINA GRESHAMER	NO SPECIFIC LOCATION
CRYSTAL NORBY-WHITE	NO SPECIFIC LOCATION
ASHLEI YOUNG	CRUZ INN & JEANNE ROSE
RITA PAUDEL	RIVERSIDE MINI MART
PATRICIA VAN ARK	RIVERSIDE MINI MART
BILLIE THOMPSON	THE BOTTLE SHOP
MARY CHRISTIAN	THE BOTTLE SHOP
MARY JO JAEGER	THE BOTTLE SHOP
ALEXIS BRICKNAM	THE WATERS SUPPER CLUB
BRYANT HOHEISEL	THE WATERS SUPPER CLUB
HALLE RIEHL	THE WATERS SUPPER CLUB
KIMBERLY RICHARDS	THE WATERS SUPPER CLUB
RACHEAL A. HUEBNER	THE WATERS SUPPER CLUB
ROBIN L WILSON	THE WATERS SUPPER CLUB
GERI L GUYETTE	ULTIMATE SPORTS COMPLEX
RUSSELL JOHNSON	ULTIMATE SPORTS COMPLEX
MARYJOHNSON	ULTIMATE SPORTS COMPLEX
JENNIFER WODUSHEK	WALGREENS
AURORA PAGEL	WALGREENS
TRISTAN SELLE	WALGREENS
JENNIFER ANDERSEN	WALGREENS
CARRIE M BOEHM	WALMART
JULIE A. MALOUF	WALMART
PATRICK BORK	WALMART
RITA QUESADA	WALMART
KELLY MINKS	WALMART
DEBORAH MARTIN	WOLF RIVER THEATRICAL

CITY OF NEW LONDON
COUNCIL APPROVAL LIST
FOR THE MONTH ENDED JUNE 30, 2022

ANNUAL AUDIT

JOHNSON BLOCK AND COMPANY INC	billing on 2021 audit - general	\$3,000.00
JOHNSON BLOCK AND COMPANY INC	ERD TID audit billing	\$2,225.00

TOTAL		\$5,225.00
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ASSESSOR - INSPECTOR

BARRINGTON, MICHAEL	board of review meeting	\$50.00
BESAW, ROBERT	board of review meeting	\$50.00
CARDMEMBER SERVICE	document fee, board of review supplies	\$49.21
CHARTER COMMUNICATIONS	May 2022 charges	\$28.66
DORSEY, DAVID	board of review meeting	\$50.00
FAUCHER, JOHN	board of review meeting	\$50.00
HASS, JOHN	board of review meeting	\$50.00
HASS, JOHN	board of review training	\$50.00
HERTER, MARK	board of review meeting	\$50.00
KUNKEL ENGINEERING GROUP	services for May 2022	\$2,480.28
KWIK TRIP INC	May 2022 gas - bldg. insp.	\$63.92
MAHO	summer conference fees	\$190.00
MULTI MEDIA CHANNELS, LLC	board of review notices	\$80.32
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
VERIZON WIRELESS	phone charges	\$41.10
VINCENT, DAVID	reimburse for meals/fuel/fares	\$180.17
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$522.63

TOTAL		\$3,988.74
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BUILDING AND GROUNDS

ALSCO	uniform cleaning - b & g	\$119.85
COMPLETE OFFICE OF WISCONSIN	TP/towels/cleaner/trash bags/gloves	\$877.52
COMPLETE OFFICE OF WISCONSIN	paper towel	\$130.52
COMPLETE OFFICE OF WISCONSIN	trash bags	\$122.32
COMPLETE OFFICE OF WISCONSIN	deodorizer	\$15.37
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$413.58
GFL ENVIRONMENTAL	May container services	\$121.00
JAWORT, CORY	reimburse for safety boots	\$200.00
KWIK TRIP INC	May 2022 gas - b & g	\$234.40
NEW LONDON BUILDING SUPPLY	pipe & couplings	\$26.47
NEW LONDON BUILDING SUPPLY	hammer drill kit	\$249.99
NEW LONDON BUILDING SUPPLY	pliers, bit, organizer	\$31.97
NEW LONDON BUILDING SUPPLY	duct tape/gorilla glue/paint brushes/batteries	\$43.12
NEW LONDON BUILDING SUPPLY	palm sander	\$89.99
NEW LONDON UTILITIES	May 2022 charges	\$280.52
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$9.80
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$11.66
US CELLULAR	May 2022 charges	\$27.00
VALLEY PEST CONTROL INC	June pest control - garage	\$10.00
VERIZON WIRELESS	phone charges	\$0.92
WE ENERGIES	May 2022 charges	\$146.20
WEA TRUST	HEALTH INSURANCE BILLING	\$10,378.40
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$1,170.66

TOTAL		\$14,711.26
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CABLE 3

CARDMEMBER SERVICE	recordable DVDs/memory cards/postage	\$116.85
CHARTER COMMUNICATIONS	May 2022 charges	\$21.00
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$76.26
MCMAHON ENGINEERS ARCHITECTS	council chambers AV project	\$91.39
PC & CELL SOLUTIONS, LLC	portable DVD rewriter	\$42.49
VERIZON WIRELESS	phone charges	\$30.42
WEA TRUST	HEALTH INSURANCE BILLING	\$1,361.88
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$315.18
TOTAL		\$2,055.47

CAPITAL EQUIPMENT

AUTOMOTIVE COMPUTER MOUNTS LLC	console box, squad changeover	\$1,365.00
TRUCK COUNTRY OF WISCONSIN, INC.	reduction in trade-in value	\$12,000.00
TOTAL		\$13,365.00

CAPITAL MAINTENANCE

ARING EQUIPMENT CO., INC.	air filters	\$100.44
ARING EQUIPMENT CO., INC.	fix transmission valve/sensor	\$1,380.55
BUMPER TO BUMPER/DBA	exchanged battery credit	(\$37.00)
BUMPER TO BUMPER/DBA	battery, charger	\$172.78
BUMPER TO BUMPER/DBA	air filter	\$52.59
BUMPER TO BUMPER/DBA	wire connector	\$4.99
CARDMEMBER SERVICE	motor repair/wiring harness/Zoom services	\$131.14
GRAYS INC.	cutting edges	\$1,084.68
HIGHWAY TRUCK PARTS	ladder truck #951 repairs - FD	\$504.91
HIGHWAY TRUCK PARTS	work done on truck #953 - FD	\$1,586.12
HORST DISTRIBUTING INC	2 gauge wheel assemblies	\$334.46
HORST DISTRIBUTING INC	hardware, wheel bearings	\$52.42
MACQUEEN EQUIPMENT, LLC	dirt shoe for street sweeper	\$307.01
MATTHEWS TIRE & SERVICE CENTER	replace rear tires on tractor	\$2,998.25
MID-STATE TIRE & REPAIR	patch right front tire - PD #1	\$22.00
MID-STATE TIRE & REPAIR	replace engine belt/clear codes	\$121.49
MID-STATE TIRE & REPAIR	mount tires on PD unmarked	\$100.00
NEW LONDON BUILDING SUPPLY	wands for water wagon	\$16.99
NEW LONDON SMALL ENGINE	carburetor/fuel hose/tune chainsaw	\$122.50
O'REILLY AUTO PARTS	air filters	\$60.03
O'REILLY AUTO PARTS	copper tubing kit	\$14.99
O'REILLY AUTO PARTS	oil filter, voltage regulator	\$45.13
O'REILLY AUTO PARTS	wire connectors	\$7.98
O'REILLY AUTO PARTS	mini bulb	\$6.48
O'REILLY AUTO PARTS	copper spark plugs	\$20.76
O'REILLY AUTO PARTS	air filters, nitrile gloves	\$114.75
O'REILLY AUTO PARTS	oil filters	\$37.60
O'REILLY AUTO PARTS	connector	\$4.99
O'REILLY AUTO PARTS	mini bulb, oil filters	\$21.27
PACKER CITY INTL TRUCKS INC	IPR valve repair - truck #225	\$966.81
PACKER CITY INTL TRUCKS INC	replace ICP sensor - truck #208	\$568.19
PACKER CITY INTL TRUCKS INC	engine diagnostic - truck #208	\$181.44
POMPS TIRE SERVICE INC	lawn mower tire replacement	\$132.93
POMPS TIRE SERVICE INC	trailer tire replacement	\$142.88
REGISTRATION FEE TRUST	vehicle title & plate fees	\$169.50
REINDERS INC.	rocker switch	\$74.78
RIVERSIDE TOOL AND CARBIDE INC	sharpen lawn mower blades	\$50.00
SERVICE POWER & SPORTS LLC	exchanged carburetors credit	(\$13.00)

SERVICE POWER & SPORTS LLC	hardware/wheels for push mower	\$197.47
SERVICE POWER & SPORTS LLC	carburetor/filters/spark plugs	\$91.94
SERVICE POWER & SPORTS LLC	hardware	\$3.99
TAKE 5 OIL CHANGE #0485	oil change - PD	\$69.57
TAKE 5 OIL CHANGE #0485	oil change - PD	\$69.57
TAKE 5 OIL CHANGE #0485	oil change - PD	\$65.22
TRACTOR SUPPLY CREDIT PLAN	hose adapters/washer/shutoff	\$23.46
TRACTOR SUPPLY CREDIT PLAN	hose adapters	\$11.98
TRACTOR SUPPLY CREDIT PLAN	hose, water pump, hose adapter	\$169.96
TRACTOR SUPPLY CREDIT PLAN	bypass pump	\$109.99
U.S. VENTURE, INC.	oil samples	\$120.00
TOTAL		\$12,596.98
CAPITAL PROJECTS		
AYRES ASSOCIATES INC	Newton Blackmour Trail design	\$1,702.74
CARRICO AQUATIC RESOURCES, INC	diving board	\$6,935.00
CEDAR CORPORATION	services to update comp plan	\$885.00
DEWITT LLP	Newton Blackmour Trail consult	\$3,985.50
FIRST AMERICAN TITLE INSURANCE COMPANY	Waupaca County letter reports	\$9,050.00
MCMAHON ENGINEERS ARCHITECTS	N. Water Street design	\$8,026.50
MCMAHON ENGINEERS ARCHITECTS	grant management counsel	\$1,206.40
MCMAHON ENGINEERS ARCHITECTS	street resurfacing project	\$6,600.39
NEW LONDON BUILDING SUPPLY	bar holder, misc. hardware	\$16.38
UNITEL LLC	phone recorder system for PD	\$8,986.20
TOTAL		\$47,394.11
CELEBRATIONS		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$4.36
GREAT LAKES FIREWORKS	down payment - 4th fireworks	\$6,000.00
GREAT LAKES FIREWORKS	final payment - 4th fireworks	\$6,000.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$91.24
TOTAL		\$12,095.60
CEMETERY		
CHARTER COMMUNICATIONS	May 2022 charges	\$28.66
IRRIGATION SERVICES, INC.	bid to repair PVC at cemetery	\$389.50
IRRIGATION SERVICES, INC.	irrigation system start-up	\$229.81
NEW LONDON UTILITIES	May 2022 charges	\$126.27
TONY'S CEMETERY SERVICE	June Floral Hill services	\$7,000.00
VERIZON WIRELESS	phone charges	\$41.10
WE ENERGIES	May 2022 charges	\$12.38
WUNDERLICH PLUMBING, LLC	meter/materials/install faucet	\$1,830.40
TOTAL		\$9,658.12
CITY ADMINISTRATOR		
CHARTER COMMUNICATIONS	May 2022 charges	\$28.66
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$160.38
NEW LONDON ROTARY	rotary dues & meals	\$151.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
VERIZON WIRELESS	phone charges	\$46.10
WEA TRUST	HEALTH INSURANCE BILLING	\$3,827.32
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$717.15
TOTAL		\$4,933.06

CITY ATTORNEY		
FIRST AMERICAN TITLE INSURANCE COMPANY	ALTA Owners Policy - 201 S. Pearl Street	\$475.00
WOLF RIVER LAWYERS, SC	city attorney monthly services	\$3,333.33
TOTAL		\$3,808.33
CITY GARAGE		
AUTOMOTIVE SUPPLY CO.	air hose connectors	\$27.32
CASTREJON, IVAN	reimburse for safety boots	\$137.15
CHARTER COMMUNICATIONS	May 2022 charges	\$75.82
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$9.02
GFL ENVIRONMENTAL	May container services	\$72.60
GREGORY, GARRISON	reimburse for safety boots	\$50.00
LAWSON PRODUCTS INC	fittings/ties/tool/fuses/terminals	\$361.42
NEW LONDON UTILITIES	May 2022 charges	\$701.29
O'REILLY AUTO PARTS	transfer pump	\$33.99
O'REILLY AUTO PARTS	nitrile gloves	\$33.24
O'REILLY AUTO PARTS	spark tester	\$19.99
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$17.30
US CELLULAR	May 2022 charges	\$0.70
VALLEY PEST CONTROL INC	June pest control - garage	\$25.00
VERIZON WIRELESS	phone charges	\$46.10
WE ENERGIES	May 2022 charges	\$365.53
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$55.15
TOTAL		\$2,031.62
CITY HALL		
NEW LONDON UTILITIES	May 2022 charges	\$1,725.46
PC & CELL SOLUTIONS, LLC	security alarm wire	\$42.84
QUADIENT LEASING USA, INC.	May - July mail machine lease	\$321.21
STERLING WATER-CHAIN OF LAKES, LLC	mineral water - ch	\$49.99
VALLEY PEST CONTROL INC	June pest control - ch	\$38.00
WE ENERGIES	May 2022 charges	\$343.71
TOTAL		\$2,521.21
CLERK TREASURER		
CHARTER COMMUNICATIONS	May 2022 charges	\$67.79
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$598.38
MULTI MEDIA CHANNELS, LLC	drainage ditch bid, funds release request	\$161.14
MULTI MEDIA CHANNELS, LLC	drainage ditch rehab bid ad	\$79.77
MULTI MEDIA CHANNELS, LLC	jazz concert & dance ad	\$351.00
MULTI MEDIA CHANNELS, LLC	JRB meetings & liquor license ads	\$362.95
MULTI MEDIA CHANNELS, LLC	meeting minutes, ordinances	\$739.17
MULTI MEDIA CHANNELS, LLC	spring yard waste pickup ad	\$512.27
RADKE, JUDY	June 8-10 league meeting mileage	\$113.37
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$51.08
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$72.96
SOCIETY FOR HUMAN RESOURCE MANAGEMENT	annual membership renewal	\$229.00
WEA TRUST	HEALTH INSURANCE BILLING	\$6,551.08
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$1,729.25
TOTAL		\$11,619.21

COUNCIL		
CARDMEMBER SERVICE	supplies	\$52.28
JAEGER, JIM	park/rec committee attendance	\$30.00
NEW LONDON CHAMBER OF COMMERCE	chamber golf outing team	\$325.00
TOTAL		\$407.28
DIRECTOR OF PUBLIC WORKS		
CARDMEMBER SERVICE	supplies/business cards/calendar/phone case	\$347.28
CHARTER COMMUNICATIONS	May 2022 charges	\$28.66
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$261.06
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$4.90
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$9.77
VERIZON WIRELESS	phone charges	\$84.11
WEA TRUST	HEALTH INSURANCE BILLING	\$1,913.66
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$737.31
TOTAL		\$3,386.75
ECONOMIC DEVELOPMENT		
BISHOP, BILL	econ dev committee attendance	\$30.00
CARDMEMBER SERVICE	Facebook posts/Monnit monthly data plan	\$32.18
KOPITZKE, APRIL	econ dev committee attendance	\$30.00
NEW LONDON BUILDING SUPPLY	mortar mix	\$20.97
THOMPSON, HANS	econ dev committee attendance	\$30.00
US CELLULAR	May 2022 charges	\$6.99
TOTAL		\$150.14
ENGINEERING		
MCMAHON ENGINEERS ARCHITECTS	GIS mapping support	\$202.00
TOTAL		\$202.00
FIRE DEPARTMENT		
CHARTER COMMUNICATIONS	May 2022 charges	\$75.41
EAGLE ENGRAVING, INC.	ID tags	\$24.20
KWIK TRIP INC	May 2022 gas - fire	\$330.63
US CELLULAR	May 2022 charges	\$1.50
VERIZON WIRELESS	phone charges	\$122.12
WAUPACA CNTY FIREFIGHTERS ASSOCIATION	2022 dues	\$75.00
ZABEL'S SAWMILL	hardwood stakes	\$70.00
TOTAL		\$698.86
INSURANCE		
SAM'S CLUB/SYNCHRONY BANK	PHA supplies	\$60.84
THEDACARE WORKPLACE SOLUTIONS EAP	EAP contract	\$2,960.00
TOTAL		\$3,020.84
INTERDEPARTMENTAL SERVCS		
ASCAP	CPI increase for music license	\$13.75
CAPITAL ONE	supplies	\$8.96
CARDMEMBER SERVICE	batteries, packaging tape	\$22.65
CDW GOVERNMENT INC	toner cartridges, data card printer ribbon	\$569.30
CHARTER COMMUNICATIONS	May 2022 charges	\$493.12

COMPLETE OFFICE OF WISCONSIN	business card holder	\$13.32
MBM LEASING	copier charges	\$205.85
PC & CELL SOLUTIONS, LLC	June consultant charges	\$637.64
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
SAM'S CLUB/SYNCHRONY BANK	dept./office supplies	\$11.60
SAM'S CLUB/SYNCHRONY BANK	plates/coffee	\$40.19
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$1.92
US CELLULAR	May 2022 charges	\$7.80
VERIZON WIRELESS	phone charges	\$122.12
WEA TRUST	HEALTH INSURANCE BILLING	\$3,827.32
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$435.00
TOTAL		\$6,412.99
LIBRARY		
BAKER & TAYLOR	books	\$153.72
BLACKSTONE PUBLISHING	AV	\$177.13
CAPITAL ONE	program supplies	\$63.13
CARDMEMBER SERVICE	bird shadow box file, program supplies	\$796.67
CHARTER COMMUNICATIONS	May 2022 charges	\$62.15
COMPLETE OFFICE OF WISCONSIN	returned chair mats	(\$179.94)
COMPLETE OFFICE OF WISCONSIN	chair mats	\$232.79
COMPLETE OFFICE OF WISCONSIN	chair mats	\$158.55
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$152.52
DIETZLER, STACY	for Kruzicki's Kemo Kritters	\$50.00
FENWAY FOUNDATION FOR FRIESIAN HORSES	for Library performance	\$50.00
FOX COMMUNITIES CREDIT UNION	return of donated funds	\$40,000.00
HOFFMAN HEATING & COOLING, INC.	air filter	\$42.00
INGRAM LIBRARY SERVICES	book	\$1,548.71
MBM LEASING	black/white & color copies overages	\$26.35
MENARDS	kitchen & bathroom faucets	\$101.99
MIDWEST TAPE, LLC	AV	\$429.81
MIDWEST TAPE, LLC	digital media services	\$504.16
NEW LONDON BUILDING SUPPLY	softener salt	\$7.59
NEW LONDON UTILITIES	April 2022 charges	\$703.28
NEW LONDON UTILITIES	May 2022 charges	\$804.70
PENWORTHY COMPANY	books	\$1,835.16
READER SERVICE	books	\$73.39
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$8.33
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$12.02
STERLING WATER-CHAIN OF LAKES, LLC	mineral water - library	\$59.70
U.S. BANK EQUIPMENT FINANCE	copy machine contract payment	\$180.76
US CELLULAR	May 2022 charges	\$9.94
VALLEY PEST CONTROL INC	June pest control - library	\$55.00
WAUPACA COUNTY K-9 UNIT	for Library performance	\$25.00
WE ENERGIES	May 2022 charges	\$88.62
WEA TRUST	HEALTH INSURANCE BILLING	\$10,378.40
WI DEPT OF JUSTICE	background checks	\$7.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$1,846.02
TOTAL		\$60,464.65
MAYOR		
CHARTER COMMUNICATIONS	May 2022 charges	\$7.50
VERIZON WIRELESS	phone charges	\$41.10
TOTAL		\$48.60

MISC UTILITY		
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$11.19
TOTAL		\$11.19
MUSEUM		
ADVANTAGE SIGNS & GRAPHIX LLC	exhibit thank you sign	\$50.00
ASSOCIATION OF MIDWEST MUSEUMS	Forward, Together conference	\$350.00
CARDMEMBER SERVICE	program supplies	\$25.86
CHARTER COMMUNICATIONS	May 2022 charges	\$35.32
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$152.54
FINE, CHRISTY	reimburse for program supplies	\$41.75
HOFFMAN HEATING & COOLING, INC.	air filter	\$42.00
MACC	annual membership dues	\$100.00
MENARDS	kitchen & bathroom faucets	\$102.00
NEW LONDON BUILDING SUPPLY	salt	\$13.98
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$1.39
WE ENERGIES	May 2022 charges	\$95.02
WEA TRUST	HEALTH INSURANCE BILLING	\$3,827.32
WI DEPT OF JUSTICE	background checks	\$7.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$440.55
TOTAL		\$5,287.18
PARK		
ALSCO	uniform cleaning - parks	\$119.85
BUMPER TO BUMPER/DBA	tire repair patch kit	\$2.99
CAPITAL ONE	dept. supplies	\$13.90
CARDMEMBER SERVICE	door closer, grabber reacher tools	\$317.63
CHARTER COMMUNICATIONS	May 2022 charges	\$105.81
COMPLETE OFFICE OF WISCONSIN	returned trash bags	(\$289.60)
COMPLETE OFFICE OF WISCONSIN	TP/cleaner/trash bags/towel/soap	\$883.78
COMPLETE OFFICE OF WISCONSIN	trash bags	\$407.68
COMPLETE OFFICE OF WISCONSIN	soap dispenser, foam hand wash	\$422.22
COMPLETE OFFICE OF WISCONSIN	foam hand wash	\$221.48
COMPLETE OFFICE OF WISCONSIN	trash bags	\$318.95
COMPLETE OFFICE OF WISCONSIN	TP/towels/dog waste bags	\$339.38
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$92.83
GFL ENVIRONMENTAL	May container services	\$854.35
GRAINGER PARTS OPERATION	mini halogen bulbs	\$95.32
HELSTEN, DEREK	reimburse for safety boots	\$50.00
KARPF, KLINE	reimburse for safety boots	\$50.00
KWIK TRIP INC	May 2022 gas - parks	\$1,377.96
MASTER ELECTRICAL SERVICES	troubleshoot power outage & pit flood lighting	\$255.00
MCMAHON ENGINEERS ARCHITECTS	youth baseball layouts/costs	\$408.00
NEW LONDON BUILDING SUPPLY	bulbs, switch sensor, light	\$76.92
NEW LONDON BUILDING SUPPLY	sanding discs	\$11.98
NEW LONDON BUILDING SUPPLY	coupling, plant support hoop	\$11.88
NEW LONDON BUILDING SUPPLY	spray paint	\$38.94
NEW LONDON BUILDING SUPPLY	masking tape, skeleton keys	\$10.97
NEW LONDON BUILDING SUPPLY	paint	\$87.98
NEW LONDON BUILDING SUPPLY	grease, misc. hardware	\$7.19
NEW LONDON BUILDING SUPPLY	teflon tape	\$13.13
NEW LONDON BUILDING SUPPLY	aluminum clothesline	\$21.26
NEW LONDON BUILDING SUPPLY	clear braided vinyl tubing	\$23.76
NEW LONDON BUILDING SUPPLY	concrete mix, lumber	\$21.78
NEW LONDON BUILDING SUPPLY	paint brushes/paint/rust spray	\$65.97

NEW LONDON UTILITIES	May 2022 charges	\$1,741.71
PIONEER MFG COMPANY	batter's box template	\$190.00
REINDERS INC.	valves/couplings/inlets	\$587.29
REINDERS INC.	inlets, valve	\$315.52
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
RICES GREENHOUSES INC	plants, flowers, pots	\$399.30
RICES GREENHOUSES INC	plants & flowers	\$34.73
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$5.88
TRACTOR SUPPLY CREDIT PLAN	Roundup weed & grass killer	\$124.95
US CELLULAR	May 2022 charges	\$1.86
VALLEY PEST CONTROL INC	June pest control - garage	\$15.00
WAUPACA CNTY TREASURER	diesel fuel	\$1,079.08
WE ENERGIES	May 2022 charges	\$279.07
WI DEPT OF JUSTICE	background checks	\$35.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$944.18
TOTAL		\$12,195.31
POLICE		
ACCEL AUTO & TRUCK REPAIR, LLC	abandoned tow away	\$150.00
CAPITAL ONE	gorilla tape	\$6.24
CARDMEMBER SERVICE	NNO/Torch Run supplies, flowers, headsets, floor liners, training meals/hotel, cameras	\$719.73
CHARTER COMMUNICATIONS	May 2022 charges	\$282.64
CHARTER COMMUNICATIONS	phone charges - PD	\$44.62
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$2,437.58
FIRST SUPPLY LLC- APPLETON	hardware	\$23.46
FOX VALLEY TECH COLLEGE	PD training classes	\$470.00
GORDON FLESCH CO., INC	copier charges	\$75.48
HOFFMAN HEATING & COOLING, INC.	air filters	\$117.00
KIESLER POLICE SUPPLY INC	ammo	\$2,202.68
KWIK TRIP INC	May 2022 gas - police	\$3,519.69
LANGUAGE LINE SERVICES	over the phone interpretation	\$27.47
MENARDS	light panels & light bulbs	\$47.40
NEW LONDON BUILDING SUPPLY	oil absorbent clay	\$12.99
NEW LONDON BUILDING SUPPLY	light tubes & bulbs	\$94.90
NEW LONDON UTILITIES	May 2022 charges	\$1,115.70
PC & CELL SOLUTIONS, LLC	USB car charger	\$29.99
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$46.55
RESPONDER SERVICES, LLC	adult AED electrodes	\$490.00
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$74.12
TAYLOR, LISA	reimburse mileage for training	\$114.78
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	person searches for June	\$100.00
VERIZON WIRELESS	phone charges - PD	\$872.28
WE ENERGIES	May 2022 charges	\$616.87
WEA TRUST	HEALTH INSURANCE BILLING	\$47,289.72
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$807.76
WI RETIREMENT SYSTEM	RETIREMENT POLICE SWORN	\$19,221.39
TOTAL		\$81,011.04
RECREATION		
CARDMEMBER SERVICE	conference registration/hotel, medicine balls, bandage wraps, fishing supplies, name tags	\$1,071.79
CHARTER COMMUNICATIONS	May 2022 charges	\$48.82
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$152.54
KWIK TRIP INC	May 2022 gas - rec	\$49.91

MULTI MEDIA CHANNELS, LLC	2022 park/rec summer letters	\$500.00
NEW LONDON CHAMBER OF COMMERCE	meals for Women's Wellness day	\$13.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$7.35
SAM'S CLUB/SYNCHRONY BANK	dept./office supplies	\$79.28
SAM'S CLUB/SYNCHRONY BANK	kids fishing supplies	\$22.24
SAM'S CLUB/SYNCHRONY BANK	office supplies, wall clock	\$23.78
SAM'S CLUB/SYNCHRONY BANK	water balloons	\$45.96
TEAM OUTFITTERS, INC	Camp Hatten 2022 T-shirts	\$320.00
US CELLULAR	May 2022 charges	\$0.50
VERIZON WIRELESS	phone charges	\$85.85
WEA TRUST	HEALTH INSURANCE BILLING	\$3,827.32
WI DEPT OF JUSTICE	background checks	\$7.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$988.56
TOTAL		\$7,243.90
REFUSE COLLECTION		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$100.04
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$510.89
TOTAL		\$610.93
SANITARY MAINTENANCE		
AUTOMOTIVE SUPPLY CO.	chain & cable lubricant	\$27.98
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$17.88
MCMAHON ENGINEERS ARCHITECTS	Wolf River Ave redevelopment	\$510.00
NEW LONDON UTILITIES	April 2022 charges	\$53.67
NEW LONDON UTILITIES	May 2022 charges	\$689.18
O'REILLY AUTO PARTS	oil & air filters, power plug	\$87.18
SPEEDY CLEAN DRAIN & SEWER, INC.	televise sewer laterals & main	\$4,880.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$79.31
TOTAL		\$6,345.20
SENIOR BUS SERVICE		
CHARTER COMMUNICATIONS	May 2022 charges	\$31.41
KWIK TRIP INC	May 2022 gas - buses	\$534.01
US CELLULAR	May 2022 charges	\$9.18
TOTAL		\$574.60
SEWAGE PLANT		
A & S ELECTRIC, LLC	digester transfer valve wiring	\$5,018.86
ALSCO	uniform cleaning - wwtp	\$231.86
AT&T	June 2022 charges - wwtp	\$255.36
AUGUST WINTER & SONS, INC.	look into air exchange failure	\$523.00
B & M TECHNICAL SERVICES, INC.	tie digester valves to SCADA	\$4,585.50
B & M TECHNICAL SERVICES, INC.	new Wohlt Creamery transducer	\$1,559.75
BADGER LAB & ENG CO, INC	Nitrogen testing	\$936.00
CAPITAL ONE	lab supplies/fan/nozzles/rags	\$264.44
CHARTER COMMUNICATIONS	May 2022 charges	\$98.81
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$152.54
FIBERGLASS SOLUTIONS LLC	fix vertical chemical tank floor	\$1,574.00
FIBERGLASS SOLUTIONS LLC	inspect vertical chemical tank	\$1,635.00
GFL ENVIRONMENTAL	May container services	\$223.30
JOHNSON BLOCK AND COMPANY INC	billing on 2021 audit - sewer	\$2,000.00
JOHNSON BLOCK AND COMPANY INC	wastewater utility rate evaluation	\$450.00
KWIK TRIP INC	May 2022 gas - wwtp	\$278.44

MULCHAY SHAW WATER INC	filter membrane & reagents	\$1,003.43
NEW LONDON BUILDING SUPPLY	gorilla tape	\$9.99
NEW LONDON BUILDING SUPPLY	repair links	\$0.99
NEW LONDON BUILDING SUPPLY	woods screws, misc. hardware	\$16.79
NEW LONDON UTILITIES	April/May 2022 metering charges	\$20,800.00
NEW LONDON UTILITIES	May 2022 charges	\$645.87
NEW LONDON UTILITIES	May 2022 large power billing	\$7,281.45
NORTH CENTRAL LABORATORIES	various lab supplies	\$559.29
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$7.35
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$0.46
TELEDYNE INSTRUMENTS, INC.	sampler head unit & tubing	\$4,036.00
THE PRINT SHOP	waste hauler booklets	\$750.00
US CELLULAR	May 2022 charges	\$1.88
VALLEY PEST CONTROL INC	June pest control - wwtp	\$33.00
VERIZON WIRELESS	phone charges	\$112.19
WE ENERGIES	May 2022 charges	\$691.19
WEA TRUST	HEALTH INSURANCE BILLING	\$7,654.64
WI LAKE & POND RESOURCE LLC	air compressors/lines/cabinets	\$3,270.00
WI LAKE & POND RESOURCE LLC	pond weed/nutrient management	\$847.00
WI LAKE & POND RESOURCE LLC	weed control - secondary ponds	\$250.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$1,441.20
TOTAL		\$69,199.58
SIDEWALKS		
FARRELL EQUIPMENT & SUPPLY CO., INC.	mortar, roller covers	\$307.94
FARRELL EQUIPMENT & SUPPLY CO., INC.	bonding agent	\$39.99
TOTAL		\$347.93
STAND-BY		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$8.02
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$49.67
TOTAL		\$57.69
STORM SEWERS		
MCMAHON ENGINEERS ARCHITECTS	wetland delineation	\$500.00
TOTAL		\$500.00
STREET CLEANING		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$27.32
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$78.45
TOTAL		\$105.77
STREET DEPT FRINGE BENEFIT		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$18.59
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$14.70
WEA TRUST	WEA TRUST	\$8,335.58
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$321.46
TOTAL		\$8,690.33

STREET MACHINERY		
ALSCO	uniform cleaning - streets	\$260.80
AUS, MARK	reimburse for diesel exhaust fluid	\$35.85
CARDMEMBER SERVICE	small engine fuel	\$331.42
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$148.04
KWIK TRIP INC	May 2022 gas - pw	\$3,279.39
NORTHERN SAFETY CO INC	safety vests, gloves, eyewear	\$469.84
O'REILLY AUTO PARTS	windshield washer fluid	\$17.94
O'REILLY AUTO PARTS	penetrating oil	\$65.94
SERVICE POWER & SPORTS LLC	engine oil	\$52.08
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$411.55
TOTAL		\$5,072.85
STREET REPAIR & CONST.		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$5.51
MCMAHON ENGINEERS ARCHITECTS	street grant applications	\$5,492.50
WAUPACA CNTY TREASURER	patching mix	\$111.69
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$39.55
TOTAL		\$5,649.25
STREET SIGNS & MARKINGS		
CARDMEMBER SERVICE	install 2 ATV route signs	\$71.54
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$3.75
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$32.39
TOTAL		\$107.68
STREET SUPERVISION		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$152.54
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
SECURIAN FINANCIAL GROUP INC	SECURIAN FINANCIAL GROUP INC	\$1.46
WEA TRUST	HEALTH INSURANCE BILLING	\$3,827.32
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$492.65
TOTAL		\$4,476.42
STREET TREE MAINTENANCE		
DELTA DENTAL OF WISCONSIN	DENTAL INSURANCE BILLING	\$114.20
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$401.24
TOTAL		\$515.44
SWIMMING POOL		
CAPITAL ONE	first aid supplies	\$19.98
CARDMEMBER SERVICE	dish network/name tag/static cling window tint	\$214.76
CARRICO AQUATIC RESOURCES, INC	pulsar infinity tabs	\$597.00
CHARTER COMMUNICATIONS	May 2022 charges	\$89.48
HOFFMAN HEATING & COOLING, INC.	air filters	\$76.50
LATHROP, KENIDI	reimburse for 1st aid supplies	\$14.85
NEW LONDON BUILDING SUPPLY	hand held shower head, tape	\$31.18
NEW LONDON BUILDING SUPPLY	tubing/ball valve/hardware	\$22.94
NEW LONDON BUILDING SUPPLY	strainer baskets	\$9.58
NEW LONDON BUILDING SUPPLY	PVC adapter	\$1.69
NEW LONDON BUILDING SUPPLY	PVC pipe/adapter/coupling	\$4.73
NEW LONDON BUILDING SUPPLY	tow strap	\$18.99

NEW LONDON UTILITIES	April 2022 charges	\$737.19
NEW LONDON UTILITIES	May 2022 charges	\$3,013.26
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	\$2.45
VALLEY PEST CONTROL INC	June pest control - pool	\$50.00
WAUSAU CHEMICAL CORP	chemicals	\$1,838.11
WE ENERGIES	May 2022 charges	\$1,149.94
WEA TRUST	HEALTH INSURANCE BILLING	\$3,827.32
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	\$457.75
TOTAL		\$12,177.70
TID DISTRICT 4		
MCMAHON ENGINEERS ARCHITECTS	Celestial Hills development	\$3,547.19
TOTAL		\$3,547.19
TID DISTRICT 5		
QUARLES & BRADY LLP	services for Swiderski project	\$138.00
QUARLES & BRADY LLP	First State Bank Development services	\$184.00
TOTAL		\$322.00
TID DISTRICT 6		
OUTAGAMIE CNTY REGISTER OF DEEDS	development agreement recording fee	\$30.00
QUARLES & BRADY LLP	Titan Conveyors Development services	\$92.00
TOTAL		\$122.00
TRAFFIC CTL & STREET LTG		
NEW LONDON UTILITIES	April 2022 charges	\$9.56
NEW LONDON UTILITIES	May 2022 charges	\$6,682.86
TOTAL		\$6,692.42
WASHINGTON CENTER		
CAPITAL ONE	program supplies	\$108.31
CARDMEMBER SERVICE	Jazz concert supplies, birthday bingo supplies	\$117.36
CHARTER COMMUNICATIONS	May 2022 charges	\$31.41
HOFFMAN HEATING & COOLING, INC.	air filters	\$150.00
NEW LONDON BUILDING SUPPLY	padlock, straight link chain	\$44.58
NEW LONDON UTILITIES	April 2022 charges	\$355.91
NEW LONDON UTILITIES	May 2022 charges	\$454.32
SCHNEIDER, LORI	reimburse for wellness & jazz supplies	\$107.73
VALLEY PEST CONTROL INC	June pest control - sr. center	\$33.00
WE ENERGIES	May 2022 charges	\$122.91
TOTAL		\$1,525.53
WASHINGTON CENTER GYM		
CHARTER COMMUNICATIONS	May 2022 charges	\$31.41
NEW LONDON UTILITIES	April 2022 charges	\$352.53
NEW LONDON UTILITIES	May 2022 charges	\$275.29
WE ENERGIES	May 2022 charges	\$86.20
TOTAL		\$745.43
OVERALL TOTAL		\$453,930.38

FUND TOTALS

GENERAL FUND	\$301,038.32
CAPITAL PROJECTS FUND	\$73,356.09
WWTP FUND	\$75,544.78
TID 4 FUND	\$3,547.19
TID 5 FUND	\$322.00
TID 6 FUND	<u>\$122.00</u>
SUBTOTAL	\$453,930.38
GROSS PAYROLL	<u>\$332,204.31</u>
****GRAND TOTAL	<u><u>\$786,134.69</u></u>
TOTAL HEALTH INSURANCE	\$116,827.28
TOTAL RETIREMENT	\$34,338.14

CITY OF NEW LONDON
BOARD OF PUBLIC WORKS MEETING MINUTES
Tuesday, July 5, 2022

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

Excused Members: None

Council Members: Mayor Herter (via zoom), Bob Besaw, Tim Roberts, BaLynda Croy

Others Present: Chad Hoerth, City Administrator
Robert Garske, Director of Public Works
Ginger Arndt, Director of Parks & Recreation
Jayne Murphy, Public Services Administrative Assistant
Judy Radke, Treasure/Finance Director

Barrington called the meeting to order at 4:30 p.m. Motion by D. Herter second by Dorsey to approve the agenda as presented. *Motion carried by all.*

Public Input: None

Wastewater Treatment Plant Update: Wastewater Notes were included with the packet. One addition to the Wastewater Notes is the Public Comment portion of the proposed WPDES permit which ended June 26th, 2022; **Since then**, the DNR has contacted Ben and the Permit has been issued. Ben is going through the Permit to determine any changes and will report on those at the August meeting.

Update on Downtown Reconstruction Planning efforts; Consider recommendation for 2023-2024 construction schedule:
The Public Works Director Memo includes a detailed overview of the Downtown Reconstruction plans for 2023-2024. Hoerth lead off the discussion stating the City received a 2.9 million-dollar STP Urban Grant to assist with the project and also noted the City was successful in purchasing the grass lot between the Lynn Tank Insurance Agency and PC & Cell Solutions. This lot, at 225 N Water Street, was purchased with the intention to add additional parking in the downtown area. During the discussion, Hoerth noted The STP Urban Grant helps finance the transportation portion of N Water Street which includes street, curb/gutter, storm sewer, sidewalk & lighting. Sanitary Sewer and Water are not part of the STP Urban Grant but rather the responsibility of the City and New London Utility. No motions were made at this time; The Public Works Director and City Administrator will continue to monitor the construction schedule and update at future meetings.

Discussion on grass and weed complaint processes and fees: The Director's Memo includes a detailed summary of the current process for grass and weed complaints along with a detailed summary of what the Public Works Director envisions the grass and weed complaint process to look like *going forward*. The memo outlines the reasons behind having set fees for non-compliance of Municipal Code 10.03(5) and reasons for reducing weed/grass height from 12" to 8". Garske presented weed/grass height data from surrounding communities; Clintonville-8", Shawano-6", Waupaca-12", Greenville-10", Hortonville-8", and Appleton-8" for residential lots.

Dorsey moved, second Ritchie to direct staff to create an ordinance changing Municipal Code 10.03(5), reducing weed/grass height from 12" to 8" and add discussed charges into a future code enforcement abatement fee schedule which will be brought to next meeting. *Motion carried by all.*

Director's Report:

- Service Anniversary:
 - Ben Greuel (Waste Water Superintendent) completed 22 years of service on July 3rd.
- Public Works has finished storm clean up as of Tuesday, June 28th.
- Avon, Lima, and Lyon Street reconstruction has begun. Crews are working on water line install.

Future Agenda Items:

- Discuss WWTP wages and expense for rate study.
- Discussion about large item disposal services.
- Mike Barrington added grass and weed Municipal Code change.

Next Public Works Meeting to be held August 1, 2022 at 4:45 p.m. with the Park & Rec Committee Meeting to follow.

Ritchie moved, second D. Herter to adjourn meeting at 5:16 p.m. *Motion carried by all.*

Meeting Minutes of the
Board of Public Works – Special Meeting
Tuesday June 21, 2022–6:00 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 & Dave Dorsey.

Council members present:

Mayor Mark Herter, Bob Besaw, Steve Groat, Tim Roberts, John Faucher and
BaLynda Croy (arrived at 6:41p).

Officials present were:

Judy Radke – Finance Director, Ben Greuel – Lead Operator Wastewater
Treatment Plant, Robert Garske - Director of Public Works, Nicole Lemke - City
Clerk, and Chad Hoerth – City Administrator

The meeting was called to order by Chairman Barrington at 6:00 p.m.

After the Pledge of Allegiance there was a motion from Hass, second by Ritchie to adopt
agenda. *Carried 9-0*

Radke & Gruel discussed the sewer rate study and highlighted the department requested
estimated budget provided in the agenda packet.

Dorsey / Hass to approve estimates as presented and proceed forward with sewer rate
study. *Carried 9-0.*

As there was no other business, motion from Ritchie, second by Dorsey to adjourn.
Carried 10-0. Meeting was adjourned at 6:45 pm.

Respectfully submitted,

Nicole Lemke, City Clerk

Meeting Minutes
Finance & Personnel Committee
Wednesday, June 8, 2022 at 5:15p.m. - Council Chambers

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

Also present: Mayor Mark Herter (via Zoom, in person 5:30p) Ald. Bernie Ritchie, Ald. Dennis Herter, Ald. John Hass and Ald. Steve Groat, and Ald. BaLynda Croy (10 voting until 5:30p, 11 voting after 5:30p)

City Administrator Chad Hoerth, Finance Director Judy Radke, City Clerk Nicole Lemke, Library Director Ann Hunt, Museum Director Christine Cross

Library and Museum Board members and representatives: Steve Hart (arrived at 5:31p), Betty Roberts, William Flease, and Ginny Schlais (via Zoom).

1. The meeting was called to order by Chairman Dave Dorsey at 5:15pm. Motion made by Barrington and seconded Roberts to approve the amended agenda. *Carried 10-0*
2. Finance Director Radke explained the claim process. Besaw/ Faucher to recommend to Council denial of claim. *Carried 10-0*
3. Radke updated the Committee on the departure of WEA trust from the Health Insurance Market. The City will begin the process of looking for a new carrier for the 2023 calendar year.
4. The Finance Directors Monthly Reports were presented.
5. Finance Directors Report was discussed.
6. There being no public comment or further business, a motion was made by Roberts and seconded by Barrington to adjourn at 5:37 p.m. *Carried 11-0*
7. The next regularly scheduled finance committee meeting will be held in the Council Chambers on July 6th at 5:15pm. Thank you.

Respectfully Submitted,
Judy M Radke, Finance Director

Meeting Minutes
Finance & Personnel Committee
Wednesday, July 6, 2022 at 5:15 p.m. - Council Chambers

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

Also present: Mayor Mark Herter, Ald. Bernie Ritchie, Ald. John Hass and Ald. BaLynda Croy (9 voting)

City Administrator Chad Hoerth, Finance Director Judy Radke, Ann Hunt Library Director

1. The meeting was called to order by Chairman Dave Dorsey at 5:15pm. Motion made by Barrington and Roberts to approve the amended agenda. *Carried 9-0*
2. The 2021 Year End Audit was presented via zoom by Brent Nelson, CPA, Audit Partner Johnson Block and Company. Mr. Nelson and City Finance Director Radke responded to questions. Upon completion of question on the 2021 Audit, the Committee thanked Mr. Nelson and Finance Director Radke and accepted the Audit.
3. This item (Review of the Administrative Assistant Position) was removed from the agenda.
4. The Finance Directors Monthly Reports were presented.
5. Finance Directors Report was discussed.
6. There being no public comment or further business, a motion was made by Roberts and seconded by Faucher to adjourn at 5:37 p.m. *Carried 9-0*
7. The next regularly scheduled finance committee meeting will be held in the Council Chambers on August 3rdth at 5:15pm. Thank you.

Respectfully Submitted,
Judy M Radke, Finance Director

APPLICATION FOR LICENSE

JULY 2022

Bartender's License:

ADAM SELK	NEW LONDON LANES/ HILBY'S RESTAURANT
SHERRY NELSON	WALMART
KAITLYN OWEN	CRUZ INN
NEIL ROMAN	RIVERSIDE MINI MART
SYDNEY LEE	C & R WATERFRONT
CAITLYN SIEVERT	C & R WATERFRONT
ELLIS WANGELIN	NO SPECIFIC LOCATION
ASHLEY FERG	WALMART
JENNIFER VAN ORDER	THE WATERS SUPPER CLUB
DANIELLE ZUEGE	NEW LONDON LANES/ HILBY'S RESTAURANT
ZAYLIE REIMER	NEW LONDON LANES/ HILBY'S RESTAURANT
Haley Puhl	Cruz Inn

Solicitor's License:

Miriam Wagner of El Pescador

PARKS & RECREATION COMMITTEE MINUTES

Tuesday, July 5, 2022

Committee Members Present: Bob Besaw, John Hass, Bernard Ritchie, April Amador (citizen member), Jim Jaeger (citizen member).

Absent/Excused Members: John Faucher, Steve Groat, Rachel Schuler (student member)

Council Members Present: Mayor Mark Herter via Zoom/arrived at meeting @ 5:30 p.m., Mike Barrington, Dave Dorsey, Tim Roberts, Dennis Herter, BaLynda Croy

Others Present: Ginger Arndt, Director of Parks & Recreation
Robert Garske, Director of Public Works
Judy Radke, Treasurer/Finance Director
Chad Hoerth, City Administrator
Jayne Murphy, Public Services Administrative Asst.

Besaw called meeting to order at 5:20 P.M. Ritchie/Jaeger moved to approve the agenda.
Motion carried by all.

Public Input: None presented

Hatten Stadium Foundation Request and School District of New London Request:

Arndt began discussion noting what a great job the Hatten Stadium Foundation has done in the past with redoing the field and the sound system. At this time, Hatten Stadium Foundation is not actively fundraising; however, the Foundation does have funds they would like to continue to invest into the Stadium. One of the projects would be working on the exterior of the Stadium – The Holton Brothers, Inc. quote is included in the packet and the Foundation is requesting the cost be split three ways between the City, the School District of New London and the Hatten Stadium Foundation. The total project would be approximately \$250,000 with each partner providing approximately \$84,000.

In February 2022 the School District approached the Park and Recreation Committee proposing a partnership to build a 6-plex tennis court on School District grounds. The project would allow for the High School team to hold home matches. The City currently maintains 2 lighted courts at Pfeifer Park, 2 courts at Abraham Park and 4 courts at Hatten Park. The Hatten Park courts will need to be replaced; In the 10-year capital plan there have been proposals for the courts to be on a 7-year rotating resurfacing plan with Hatten's courts having a \$200,000 placeholder from the 2018 assessment, however, this has not been approved by the Capital Projects committee to date considering priority list and rising costs of equipment and projects throughout the City.

Arndt noted that Chair Besaw, Councilman Roberts, Administrator Hoerth and Director Arndt had a meeting with the School District Representatives to continue conversations regarding the tennis courts and the Hatten Stadium project. The conversation concluded with the group wanting to hear from Treasurer Radke to give a better idea of where the City is at with the Capital Project List.

Finance Director, Judy Radke, then joined the meeting. She discussed two reports included in the Packet **1)** City of New London Road/Capital Project Estimates and **2)** 2021 Audit/ Long-Term and Short-Term Debt Obligations. There was much discussion but in looking at the long-range capital plan, the City is currently utilizing its full debt capacity in 2023/2024 for projects already prioritized and, because of the growing and uncertain costs to complete those projects, do not have the financial means to contribute to the New London School District's tennis court project at this time. Director, Arndt, will speak with School District Representatives. Besaw/Ritchie moved for directing City dollars to the up-keep of Hatten Stadium, at this time. *Motion carried by all.*

Youth Sports Agreement Discussion: The detailed Athletic Facilities-Reservation and Use Policy DRAFT is included with the packet. Mayor Mark Herter commended Arndt on the policy and fee schedule. Council member Dave Dorsey requested that the term Actual Fee be updated to a set fee so that the organizations can plan ahead and there is more clarity to the final proposal when requesting City Staff. Director Arndt will research and define that fee and a finalized report will be brought to a future meeting and no motions were made at this time.

Director's Report: Director's Report was included in the agenda packet and reviewed by the committee. Arndt noted the 4th of July Celebration went on despite the wet conditions. She noted the firework equipment and the electrical board were saturated causing issues with the show. July is National Park and Recreation Month, Arndt wanted to take the time to commend all Parks and Recreation Staff and the Committee for their dedication to the City's Parks, Recreation Programs and Facilities.

Service Anniversary: Luke Hammons Park/Streets Superintendent, July 28 – 7 years.

Chairman's Report: Wolf River Clean up is Saturday, July 23, 2022 at 7:00 a.m. at Riverside Boat Launch. Anyone is welcome to participate.

Committee Member's Report: Jim Jaeger, spoke on Taft Park, the beautiful mural, and the new lighting installed by BNH. Jim also mentioned a new shelter is being added to Taft Park yet this Summer.

Future Agenda Items:

- Draft the final Youth Sports Agreement/Facility Use Policy including fees.
- Next Park and Recreation Meeting to be held on Monday, August 1, directly following the Public Works Committee Meeting. This will allow all committee and staff members to take part in National Night Out on Tuesday, August 2.

Adjournment:

There being no further discussion Ritchie/Haas moved to adjourn at 6:03 p.m. *Motion carried by all.*

**City of New London
Planning Commission Minutes
Thursday, June 23, 2022**

Roll Call

Meeting was called to order at 05:15 p.m. Those in attendance were Chairman Bob Besaw, Jason Bessette, Dona Gabert, Mayor Mark Herter (started out in zoom and joined group at 05:28 p.m.) and Jamie Walbruck

Others in attendance: Mapping and Electronic Media Specialist Missy Kempen, Building Inspector/Zoning Administrator David Vincent, Balynda Croy, John Haas, Mike Barrington and from the public; Kim Young (owner 715 W. Millard) and Vicki Chambers (1201 Neenah), Eric Fowle (representing Cedar Corporation).

The meeting was called to order by Chairman Besaw at 5:15 pm.

Group participated in the Pledge of Allegiance.

A motion was made by Mayor Herter to “Adopt the Agenda” and seconded by Gabert, carried by all.

The April 28, 2022 meeting minutes were reviewed. A motion to accept the minutes was made by Gabert and seconded by Walbruck, carried by all.

The Special May 17, 2022 meeting minutes were reviewed. One correction was made which listed Mike Barrington as a Planning Commission member which was not accurate (he did attend the meeting, however). The change was corrected and a motion was made to accept the minutes by Bessette and seconded by Gabert, carried by all.

The C.S.M. (Certified Survey Map) for the Montgomery street properties was presented by Dave Vincent. There was dialogue and questions which were addressed. Dave Vincent made a recommendation to approve the proposed C.S.M. based on our current Zoning Ordinance. The proposed change will result in a non-conforming lot (currently there are two non-conforming lots). A motion was made by Bessette to approve the C.S.M. and seconded by Walbruck, carried by all.

A zoning request for a fence to be located in a front yard at 327 N. Shawano St. Jay Bessette recalled that a picket fence in the front yard was approved in October 2021. The new proposal would be to allow for chain link fence to run along the south and north property lines in the front yard. No action was taken to approve the proposal.

A zoning request for a fence to be located in a front yard at 715 W. Millard St. The fence would extend past the front of the dwelling approximately 15 feet into the front yard area. The proposed fence would not limit visibility for pedestrian or vehicular traffic and would be located several feet inside the right of way. A motion was made by Walbruck to approve the front yard fence and seconded by Mayor Herter, carried by all.

The next item on the agenda was an update on the Comprehensive Plan which was moderated by Eric Fowle with Cedar Corporation. The results of the S.W.O.T. (Strength, Weaknesses, Opportunities and Threats) was reviewed from the previous exercise. Eric also went over Draft #3 Transportation, Draft #5 Agriculture, Natural & Cultural Resources and a draft for the Citizen Survey Questionnaire.

Dave Vincent explained the process to designate the city of New London as the entity to perform Commercial Electrical Inspections. Currently the state is designated to perform this function. Mr. Vincent wants to bring this function in house to allow us to be a full service inspection department. This will financially be better for our citizens as our fees are significantly less than the state of Wisconsin. Kunkel Engineering will be performing these inspections along with inspections they are currently performing including Commercial Building inspections, Plumbing for both commercial and residential and electrical inspections for residential. After some discussion a motion was made by Mayor Herter to notify the state of our intention to designate ourselves for Commercial Electrical Inspection, it was seconded by Bessette and carried by all.

Future agenda items are continuance of Comprehensive Plan project, Code Enforcement activities, Zoning ordinance amendments and a proposal for adopting a new Well-head Protection Plan

A motion was made to adjourn by Mayor Herter, seconded by Gabert, carried by all. Meeting adjourned by Chairman Besaw at approximately 07:02 p.m.

Respectively submitted by David Vincent-Zoning Administrator

AN ORDINANCE TO ANNEX PROPERTY
(New London Building Supply property)

ORDINANCE NO. _____

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

PURPOSE: **The purpose of this Ordinance is for the City of New London to Annex the listed
Property into the City from the Town of Hortonia**

Section 1. TERRITORY ANNEXED. That pursuant to Sec. 66.0223(1) of the
Wisconsin Statutes, the following territory owned by is hereby detached from the Town of
Hortonia, Outagamie County, Wisconsin, and annexed to the City of New London.

LEGAL DESCRIPTION OF LANDS TO BE ANNEXED:

LEGAL DESCRIPTION:

LOTS 29, 30, 31, 32, 33, 34 AND 35, OF DEWRIGHT'S ADDITION TO THE SUBURBS OF THE CITY OF NEW LONDON,
LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 15 EAST,
TOWN OF HORTONIA, OUTAGAMIE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS WEST,
ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 1202.45 FEET; THENCE NORTH 89
DEGREES 54 MINUTES 20 SECONDS EAST, ALONG THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF
PARK STREET AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1964.83 FEET; THENCE NORTH 89 DEGREES 34
MINUTES 22 SECONDS EAST, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF PARK STREET, A DISTANCE OF
50.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 30 MINUTES 15 SECONDS WEST, ALONG THE
EAST RIGHT-OF-WAY LINE OF EAST STREET, A DISTANCE OF 175.56 FEET; THENCE NORTH 85 DEGREES 44 MINUTES
15 SECONDS EAST, ALONG THE NORTH LINE OF LOT 35, DEWRIGHT'S ADDITION, A DISTANCE OF 119.96 FEET;
THENCE 184.78 FEET ALONG AN ARC OF A CURVE TO THE LEFT, ALONG THE WEST RIGHT-OF-WAY LINE OF CANADIAN
NATIONAL RAILROAD, SAID CURVE HAVING A RADIUS OF 3869.83 FEET AND A CHORD THAT BEARS SOUTH 06 DEGREES
40 MINUTES 44 SECONDS EAST, 184.76 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, ALONG
THE NORTH LINE OF CERTIFIED SURVEY MAP NO. 3979, A DISTANCE OF 127.33 FEET TO THE POINT OF BEGINNING.
CONTAINING 22,081 SQUARE FEET [0.51 ACRES].

[See attached map]

1714 East St.

Section 2. EFFECT OF ANNEXATION.

From and after the effective date of this ordinance the territory described in Section 1
above shall be part of the City of New London for any and all purposes provided by law and any
persons coming or residing within such territory shall be subject to all ordinance rules and
regulations governing the City of New London.

Section 3. WARD DESIGNATION.

The territory above and detached from the Town of Hortonia is hereby made part of

District V, Ward 12, Outagamie County Supervisor District 31, of the City of New London, subject to all ordinances, rules and regulations of the City. Population of this property is 0.

Section 4. SEVERABILITY.

If any provision of this ordinance is found to be invalid or unconstitutional or if the application of this ordinance to any person or circumstances is invalid or unconstitutional such invalidity or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

Section 5. EFFECTIVE DATE.

This ordinance shall take effect upon passage and publication.

BY: _____
Mark Herter, Mayor

Attest: _____
Nicole Lemke, City Clerk

1st Reading: June 21, 2022

2nd Reading: July 19, 2022

Published: July 21, 2022

Waupaca County Economic Development Corporation

To: Mayors, Village Presidents, City Councils & Village Boards
From: Jeff Mikorski, WCEDC Executive Director
Re: Monthly Report for July 2022



The WCEDC, with the support of the County and Waupaca municipalities, received a 3.2-million-dollar Workforce Innovation Grant to establish a pilot Workforce Transportation System. The application was supported with the transportation expertise from community organizations such as Lutheran Social Services (Make the Ride Happen), the New London, Waupaca, and Clintonville Chambers of commerce, Feonix Mobility Rising, the New London Thedacare CHAT team, East Central Regional Planning Commission, and the UWM Extension office. In addition, corporate partners Tyson Foods, Waupaca Foundry, Walker Forge, Kolbe & Kolbe Windows helped support the application.

The plan is to implement a technology platform developed by Feonix Mobility Rising that will establish a 24/7 call center (phone, web, and mobile) for requests from employees to get to work on any shift. Employees may not have affordable or reliable transportation, loss of vehicle, or loss of driver's license. Also, this system would be available for student workers that rely on parent vehicles or parent chauffeur services.

The micro-transit service will work with existing providers and supply additional drivers and vehicles in area that are not currently covered by taxi or other rideshare services, to provide door-to-door service. Riders will also be able to drop-off and pickup children to and from work.

Once established, the system will have the capacity to provide 26,500 rides each year. It will also create 10 new jobs in Waupaca County.

P.O. Box 52 – New London, Wisconsin 54961 – WCEDC.ORG
Cell: (920) 982-1582 – Email: wcedc@charter.net

The Waupaca County Economic Development Corp is currently work with representatives of the Wisconsin Economic Development Corporation and Department of Workforce Development to finalize agreements, budgets, and policies that will manage the Workforce Innovation Grant funds expected to begin in the coming months.

Goals for the rest of 2022 will include:

1. Mobility Leadership Circle - (MLC) will be established to meet with employers and community stakeholders
2. Establishment of service guidelines, rider criteria, & finalizing ridership policies (for instance policy for no-shows, etc.)
3. Project Branding will be established and initiated
4. Once complete, the Mobility-as-a-Service (MaaS) Technology Platform will be launched by Feonix Mobility, including a Mobile App and Web Portal.
5. The management and hiring of customer support team which will be available 24/7 to assist passengers
6. Launching the Micro-Transit Service with paid drivers which will fill gaps in service delivery of current providers.
7. The recruiting and hiring of volunteer drivers.
8. Onboard first 3rd Party provider within the MaaS portal.

I anticipate providing the WCEDC Board of Directors monthly updates. In addition, I will use the monthly reports to provide a way to update all sponsors and partners.

CITY OF NEW LONDON



Memorandum

TO: New London Common Council
FROM: Chad Hoerth, City Administrator
RE: SCS Developer's Agreement
DATE: 7-13-22

Enclosed in your agenda packet you will find the verbally agreed upon Final Draft Developer's Agreement with SC Swiderski for the Downtown Riverfront Development. Below are some notes pulled out from the agreement.

- If approved by council, it is anticipated to have this agreement fully executed by late July 2022, once signed the City would publish advertisements for the needed "Utility Relocate" project. The project would be a city managed project, initially financed by the city, but paid back with TID increment funding. The cost of the Utility relocate is estimated to be about \$800,000. The project would be bid in August with a bid opening in late August. Bids would be reviewed and presented to the Board of Public Works/Council in September (in conjunction and pending on the next point).
- The City and SCS would close on the property by September 22nd, 2022. The property only includes the area between Wyman Street, Wolf River Ave, Smith Street and the Bernegger River Walk Trail. It does not include the city's property east of Smith Street (we can look at a separate development there). Reference the site map located on page 2 of Exhibit C.
- The Utility relocate construction would occur in the fall/winter of 2022 into 2023.
- SCS is responsible for the site fill needed for the project. In the developer's agreement the city would contribute \$400,000 towards the project, paid by the TID increment funding. The city would pay SCS 50% of the increment funding received up to \$400,000. It is anticipated it would take about 8-9 years to pay SCS the \$400,000 grant/contribution.
- SCS would start construction by June 30th, 2023. Project to be complete by December 31, 2024.

TID Project Financing:

Below you will find a screen shot from the ORIGINAL TID #5 project plan. This page has been updated with financial info for the First State Bank project when we amended TID #5. I'm showing this original version as it shows what the values would be just with the SCS project and not adding in what the First State Bank development would contribute.

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	2,352,800	<input checked="" type="checkbox"/> Apply to Base Value
District Creation Date	January 1, 2021	Appreciation Factor	1.00%	
Valuation Date	Jan 1, 2021	Base Tax Rate	\$22.50	
Max Life (Years)	20	Rate Adjustment Factor		
Expenditure Period/Termination	15 1/1/2036			
Revenue Periods/Final Year	20 2042			
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.00%	
Eligible Recipient District	No	Taxable Discount Rate	3.50%	

Construction		Valuation	Inflation	Total	Revenue	Tax		Tax Exempt		
Year	Value Added	Year	Increment	Increment	Year	Tax Rate	Increment	NPV	Calculation	Taxable NPV
1	2021	0	2022	0	0	2023	\$22.50	0	0	0
2	2022	4,200,000	2023	0	4,200,000	2024	\$22.50	94,500	83,962	82,351
3	2023	0	2024	42,000	4,242,000	2025	\$22.50	95,445	166,294	162,713
4	2024	200,000	2025	42,420	4,484,420	2026	\$22.50	100,899	250,795	244,795
5	2025	0	2026	44,844	4,529,264	2027	\$22.50	101,908	333,656	324,894
6	2026	0	2027	45,293	4,574,557	2028	\$22.50	102,928	414,908	403,059
7	2027	0	2028	45,746	4,620,302	2029	\$22.50	103,957	494,582	479,335
8	2028	0	2029	46,203	4,666,505	2030	\$22.50	104,996	572,710	553,769
9	2029	0	2030	46,665	4,713,170	2031	\$22.50	106,046	649,320	626,405
10	2030	0	2031	47,132	4,760,302	2032	\$22.50	107,107	724,442	697,286
11	2031	0	2032	47,603	4,807,905	2033	\$22.50	108,178	798,106	766,456
12	2032	0	2033	48,079	4,855,984	2034	\$22.50	109,260	870,340	833,954
13	2033	0	2034	48,560	4,904,544	2035	\$22.50	110,352	941,171	899,823
14	2034	0	2035	49,045	4,953,590	2036	\$22.50	111,456	1,010,626	964,100
15	2035	0	2036	49,536	5,003,125	2037	\$22.50	112,570	1,078,733	1,026,824
16	2036	0	2037	50,031	5,053,157	2038	\$22.50	113,696	1,145,517	1,088,034
17	2037	0	2038	50,532	5,103,688	2039	\$22.50	114,833	1,211,005	1,147,765
18	2038	0	2039	51,037	5,154,725	2040	\$22.50	115,981	1,275,221	1,206,053
19	2039	0	2040	51,547	5,206,272	2041	\$22.50	117,141	1,338,190	1,262,934
20	2040	0	2041	52,063	5,258,335	2042	\$22.50	118,313	1,399,937	1,318,440
Totals		4,400,000		858,335		Future Value of Increment	2,049,567			

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

What I want to point out is in year 2, we anticipate the SCS development to have an assessed added value of at least \$4.2 million (and hopefully this is a conservative number). If the development adds \$4.2 million in value, we anticipate seeing a tax increment of at least \$94,500 (and more over the years). If we pay SCS 50% of that increment, again we should have their \$400,000 commitment fulfilled in 8-9 years. During that time we retain the other 50% and after our SCS commitment we retain 100% of the increment to pay off our improvements (Utility Relocate and other downtown improvement costs).

With that said I'm asking the Committee and Council to consider authorizing the execution of this Developer's Agreement with SC Swiderski.

PURCHASE AND DEVELOPMENT AGREEMENT
(TID 5)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (TID 3) (this “Agreement”) is made as of July 20, 2022 (the “Effective Date”), by and between the **CITY OF NEW LONDON**, a Wisconsin municipal corporation (the “City”) and **S. C. SWIDERSKI, LLC**, a Wisconsin limited liability company (“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 a certain tract of real property within the TID near the intersection of West Wolf River Avenue and Smith Street, and an approximately 4.068 acre portion of such tract will be legally separated from the City's larger parcel, such smaller tract being labeled as "LOT 1" on the draft Certified Survey Map attached hereto as Exhibit A (the “Property”); and

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

WHEREAS, after purchasing the Property, the 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. "CSM" is defined in Section 3.a below.
- d. "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.
- e. "Closing Deadline" means no later than September 22, 2022; 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.
- 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 forty-four (44) apartment units distributed among eight (8) buildings, with a mix of thirty-two (32) two-bedroom units and twelve (12) three-bedroom units.
- k. "Memorandum" means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit B is acceptable to all parties.
- l. "Minimum Assessed Value" means at least Four Million Three Hundred Thousand and 00/100 Dollars (\$4,300,000.00).
- 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 attached hereto as Exhibit C 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 June 30, 2023.

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 December 31, 2024.

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 D.

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.

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. 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.

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 the

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. The City's right to the Utility Relocation Clawback Payment 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 the 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 tax year 2025 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. *Certified Survey Map.* Prior to Closing, the City and Developer shall mutually agree to the exact parcel of land which will constitute the Property hereunder. Upon such agreement, the City shall, at the City's expense, cause a certified survey map (the "CSM") to be recorded to define the Property boundaries and make the Property a separate legal parcel. The CSM shall be in form and substance reasonably acceptable to both the City and Developer. In the event the City and Developer are unable to agree on the final boundaries of the Property or the final form of CSM, Developer's sole recourse shall be to terminate this Agreement prior to the expiration of the Due Diligence Period. Developer acknowledges and agrees that the form of CSM attached hereto as Exhibit A is acceptable to Developer and that the designation of the Property as "Lot 1" thereof is acceptable to Developer.

b. *Sale of the Property.* Subject to the terms and conditions of this Agreement, the City agrees to sell to Developer 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 Developer 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 Developer 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.

c. *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 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.

d. *Tax Increment Grant.* Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant to Developer 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 2026 (based on the Tax Increment Generated from the payment(s) on the 2025 property tax bill); provided, however, that no installments shall be owed until Project Completion is achieved. 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.

e. *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. The CSM shall be finalized and recorded.

iii. 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.

iv. The Plans shall have been completed/approved pursuant to Section 2.b above.

v. 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.

vi. Developer shall have affirmatively waived the Due Diligence Contingency and Developer's termination rights herein.

vii. 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 and Project Commencement (Site Fill Work) shall each 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 the Developer. Upon said notice, Developer shall have sixty (60) days to make the Missing Payment. If the Developer fails to make the Missing Payment after such 60-day notice period, the Developer hereby consents to the entry of a judgment in favor of the City, and against the 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 the 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

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.

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: _____
Nathanael Popp, COO

THE CITY:

CITY OF NEW LONDON

By: _____
Mark Herter, Mayor

Attest: _____
Nicole Lemke, Clerk

EXHIBIT A

DEPICTION OF THE PROPERTY

[ATTACH PROPOSED CSM TO THIS COVER PAGE]

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6755 RECORDED IN VOLUME 25 OF CSM'S, PAGE 39, AS DOCUMENT NO. 742444,
BEING PART OF BLOCK 1 OF BUCK AND DICKINSON'S ADDITION TO THE CITY OF NEW LONDON,
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 15 OF REEDER SMITH'S PLAT,
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, WAUPACA COUNTY, WISCONSIN.

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

0 50' 100'
SCALE: 1" = 100'

OWNER

CITY OF NEW LONDON
215 N. SHAWANO STREET
NEW LONDON, WI 54961

S 1/4 CORNER
SEC. 12 T.22N. R.14E.
PK NAIL FOUND

1000.22' (1000.50')

1643.67' (1643.30')

N87°58'46"E 2643.89 (N87°58'02"E 2643.80')

SHEET ONE OF THREE

JOB. NO. 20210227

NOTES

- THIS SURVEY INCLUDES ALL OF WAUPACA COUNTY PARCEL NUMBER 33 12 77111.
- FOR BUILDING SETBACKS, CONSULT THE CITY OF NEW LONDON.
- DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID DISTANCES MULTIPLY BY 0.999942925.
- PORTIONS OF THE SUBJECT PROPERTY ARE WITHIN THE FOLLOWING FLOOD AREAS PER FEMA FLOOD INSURANCE RATE MAP NUMBER 55135C0413D, WITH AN EFFECTIVE DATE OF JANUARY 20, 2010, AS APPROXIMATELY SHOWN HEREON:
- ZONE AE - SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATION DETERMINED.
- ZONE X - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

SE CORNER
SEC. 12 T.22N. R.14E.
RAILROAD SPIKE FOUND



2/18/22

GRAEF

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6755 RECORDED IN VOLUME 25 OF CSM'S, PAGE 39, AS DOCUMENT NO. 742444, BEING PART OF BLOCK 1 OF BUCK AND DICKINSON'S ADDITION TO THE CITY OF NEW LONDON, 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 15 OF REEDER SMITH'S PLAT, 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, WAUPACA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, CRAIG D. HANSEN, WISCONSIN PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED DIVIDED AND MAPPED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6755 RECORDED IN VOLUME 25 OF CSM'S, PAGE 39, AS DOCUMENT NO. 742444, BEING PART OF BLOCK 1 OF BUCK AND DICKINSON'S ADDITION TO THE CITY OF NEW LONDON, 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 15 OF REEDER SMITH'S PLAT, 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, WAUPACA COUNTY, WISCONSIN. BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY AND MAP AT THE DIRECTION OF THE OWNERS: CITY OF NEW LONDON.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATE STATUTES, AND THE CITY OF NEW LONDON SUBDIVISION ORDINANCE IN SURVEYING, DIVIDING, AND MAPPING THE LAND.

CRAIG D. HANSEN, P.L.S. No. 2840

2/18/22

DATE



SUBDIVISION ADMINISTRATOR'S CERTIFICATE:

I, MARK HERTER, MAYOR FOR THE CITY OF NEW LONDON, DO HEREBY CERTIFY THAT THE CERTIFIED SURVEY MAP AS SHOWN HEREON IS IN COMPLIANCE WITH CHAPTER 18, SUBDIVISION AND PLATTING CODE OF THE NEW LONDON MUNICIPAL CODE AND THEREBY GRANT APPROVAL OF THE LOT LAYOUT AS SHOWN HEREON.

MARK HERTER, MAYOR

DATE

CITY OF NEW LONDON PLANNING COMMISSION CERTIFICATE:

THIS CERTIFIED SURVEY MAP WAS APPROVED AND ACCEPTED BY THE CITY OF NEW LONDON PLANNING COMMISSION ON THE _____ DAY OF _____, 20 ____.

SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6755 RECORDED IN VOLUME 25 OF CSM'S, PAGE 39, AS DOCUMENT NO. 742444, BEING PART OF BLOCK 1 OF BUCK AND DICKINSON'S ADDITION TO THE CITY OF NEW LONDON, 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 15 OF REEDER SMITH'S PLAT, 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, WAUPACA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

THE CITY OF NEW LONDON, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON.

IN WITNESS WHEREOF, THE SAID CITY OF NEW LONDON HAS CAUSED THESE PRESENTS TO BE SIGNED BY:

_____, ITS _____, AND COUNTERSIGNED BY
NAME TITLE

_____, ITS _____
NAME TITLE

SIGNATURE DATE SIGNATURE DATE

STATE OF WISCONSIN)
) SS
WAUPACA COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____,

_____ (NAME), _____ (TITLE) AND

_____ (NAME), _____ (TITLE) OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH

_____ (TITLE) AND _____ (TITLE) OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC
STATE OF WISCONSIN MY COMMISSION EXPIRES _____



[Redacted signature]

2/18/22

GRÄEF
1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

EXHIBIT B

FORM OF MEMORANDUM

[ATTACH TO THIS COVER PAGE]

**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 _____, 2022 (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 [_____, a Wisconsin _____] (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”). **[NTD: Assumes that a new SCS entity will take title to the Property at Closing.]**

WHEREAS, the City and SCS entered into a certain Purchase and Development Agreement (TID 5) dated as of July 20, 2022 (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 SCS 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

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.

imposes certain obligations, liabilities and restrictions on the owners, users and/or mortgagees of all or any portion of the Property.

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 July 20, 2022 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]

OWNER:

[_____]
a Wisconsin _____

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2022,
_____, 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: _____

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 _____, 2022,
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

EXHIBIT A
TO MEMORANDUM

LEGAL DESCRIPTION OF THE PROPERTY

[To be added]

PIN: _____

EXHIBIT C

CONCEPTUAL DRAWINGS

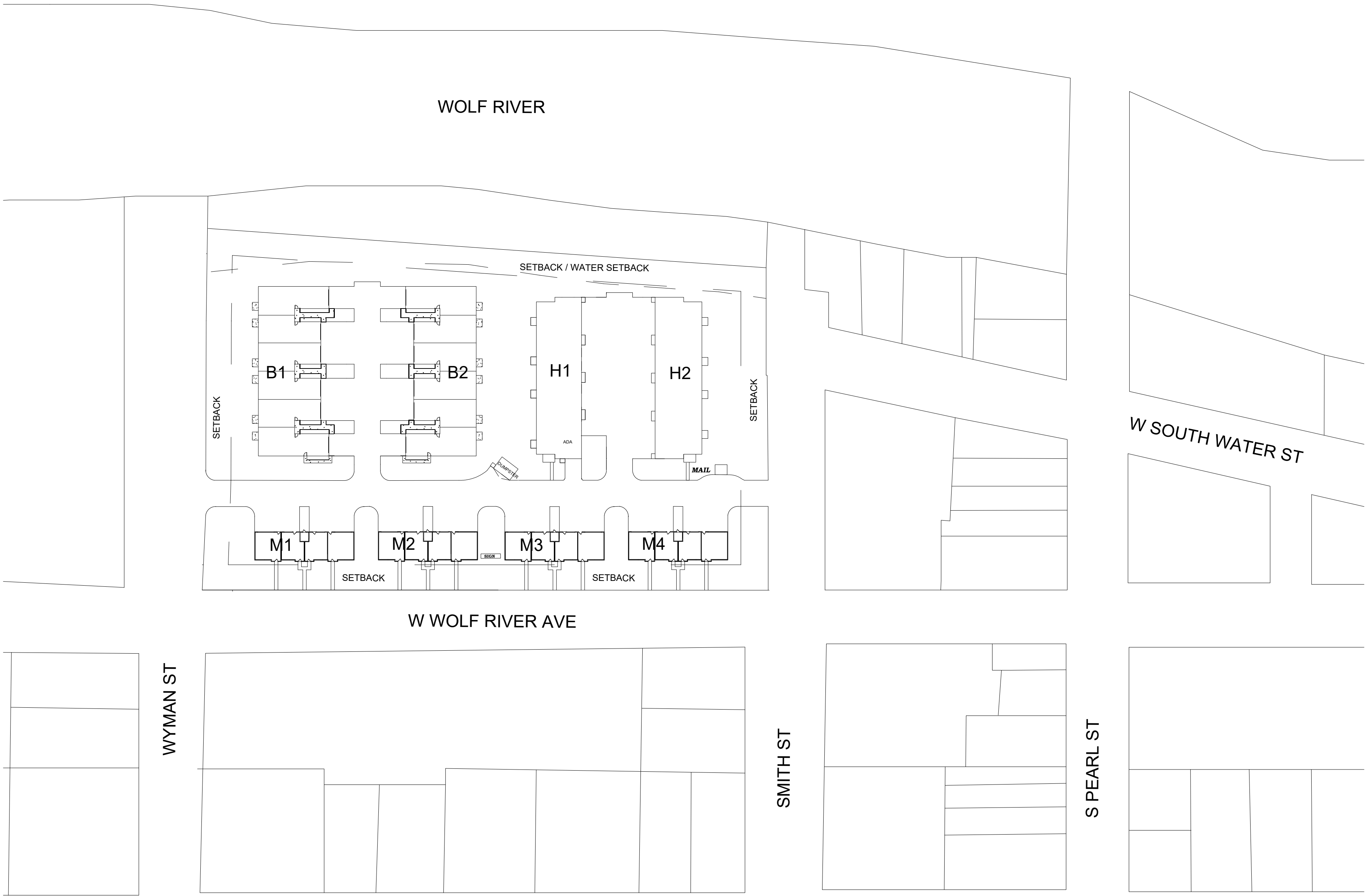
[ATTACH TO THIS COVER PAGE]



SCS NEW LONDON

SCS
S.C. SWIDERSKI LLC

THIS SITE PLAN FOR REFERENCE ONLY; FOR ACCURATE LOCATIONS AND DETAILS, SEE CIVIL SITE PLAN



NEW LONDON
(44) - TOTAL UNITS

AREA = 5.008 ACRES
DENSITY = 8.78 UNITS&LOTS / ACRE

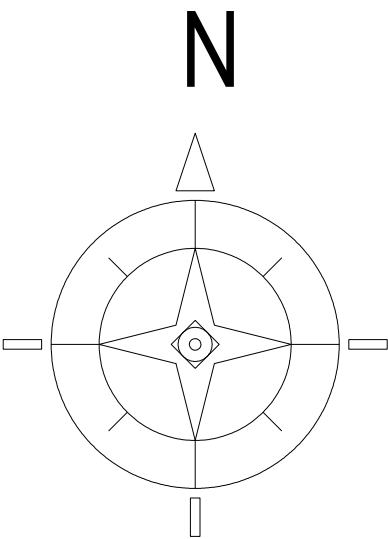
PARKING
REGULAR = 90 SPACES
GARAGE = 64 SPACES / STALLS
REQUIRED = 66 SPACES / STALLS
3.5 PARKING / UNIT

HAMPTON 2&3 BEDROOMS
4- 4 - UNIT BUILDING
2 BEDROOM = 2 UNITS PER BUILDING
3 BEDROOM = 2 UNITS PER BUILDING

BEDFORD 2&3 BEDROOMS
2- 6 - UNIT BUILDING
2 BEDROOM = 4 UNITS PER BUILDING
3 BEDROOM = 2 UNITS PER BUILDING

HUNTINGTON 2 BEDROOMS
2- 8 - UNIT BUILDING
2 BEDROOM = 8 UNITS PER BUILDING

TOTAL= 44 UNITS
0 - 1 BEDROOM UNITS
32 - 2 BEDROOM UNITS
12 - 3 BEDROOM UNITS



A-01
3.01
SITE PLAN
SCALE: NO SCALE

REV	DATE	DESIGNER	REMARKS

401 RANGER STREET
MOSCINE, WI 54455
PH:715.693.9523
FAX:715.693.9523
WWW.SCSWIDERSKI.COM



PROJECT	20-032 SCS NEW LONDON
MODEL	SITE PLAN
TITLE	SITE PLAN

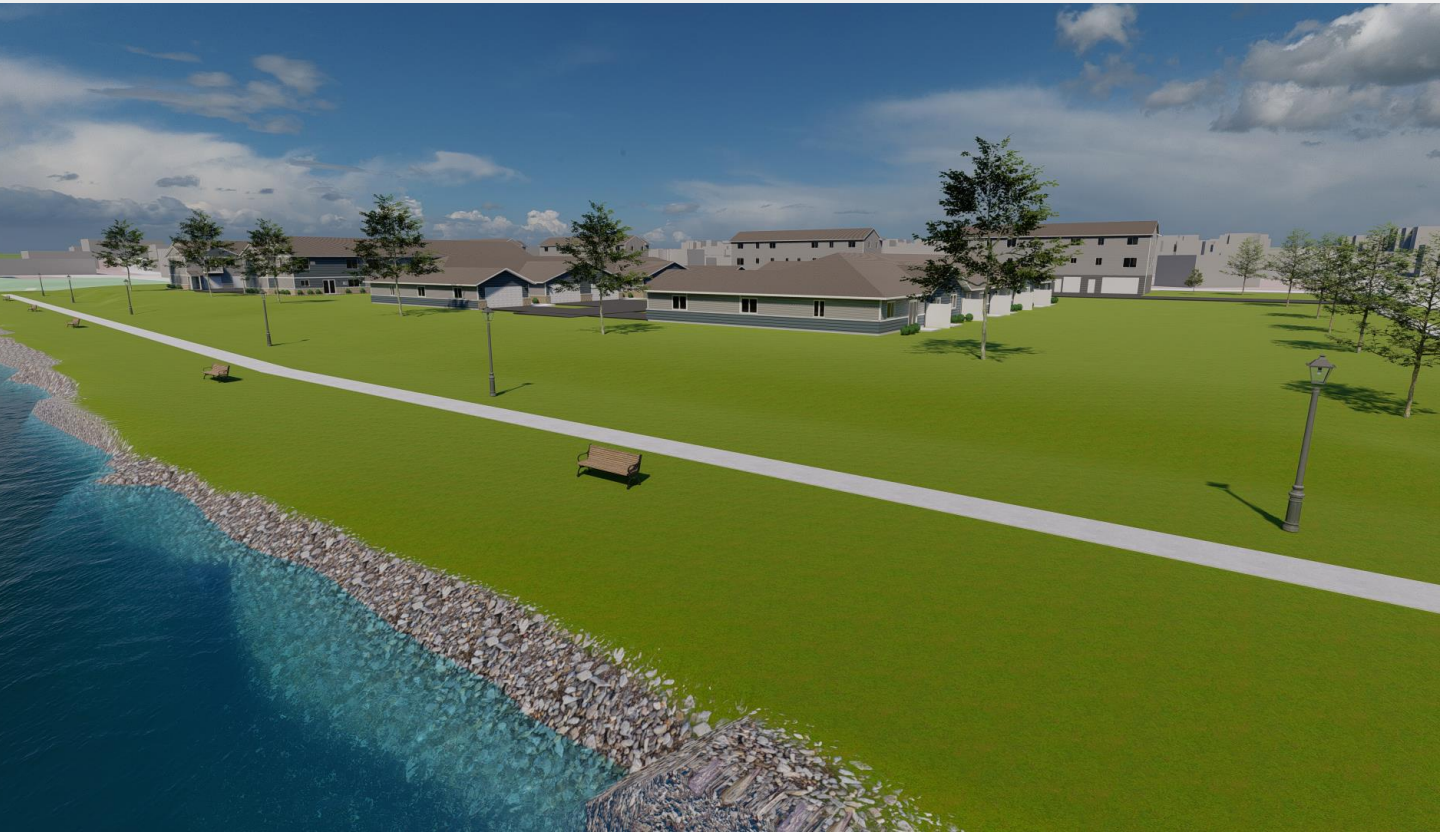
DATE	05/05/2021
DRAWN BY	
SCALE	NO SCALE

SHEET NO.	A-01
	3.01

CONCEPTUAL SITE PLAN



CONCEPTUAL SITE PLAN



VIEW FROM BEDFORD



VIEW FROM HUNTINGTON



HAMPTON- 4 Unit, 2 and 3 bedroom



BEDFORD- 6 Unit, 2 and 3 bedroom



BEFORD – Additional Pictures



HUNTINGTON- 8 Unit, 2 bedroom



HUNTINGTON- Additional Pictures



EXHIBIT D

**SITE FILL WORK
PRELIMINARY SCOPE OF WORK**

[ATTACH TO THIS COVER PAGE]

Project Site: New London Wolf River 20-032

Details:

SCS worked with GRAEF and AET to determine site constraints. The following assumptions were made based on GEOTECH and Environmental Studies.

Assumptions:

- 10' cut and backfill of granular material across site, additional rock bedding for foundations is required
- Overall Excavation Below Subgrade numbers and Granular backfill exclude Cubic Yards of fill to raise pads (Fill back to existing surface excavation)
- Contamination area around boring B-7, assumes remediation area to be 1,000 CY at 10' deep
- Initial ESA did not identify ground water contamination.
- Select Fill assumes 20% green space excludes pavement section

Project Calculations:

Estimated Project Site Preperation Cost	Materaial Quantity (CY)	Estimated Cost (CY)	Item Total
Excavation Below Subgrade (EBS)- EXPORT	34,000.00	\$15.00	\$510,000.00
Granular Backfill-IMPORT	31,000.00	\$16.00	\$496,000.00
Common Excavation	8,200.00		\$0.00
Select Fill-IMPORT	5,000.00	\$25.00	\$125,000.00
Contaminated Material-EXPORT	1,000.00	\$50.00	\$50,000.00
Estimated Project Site Preperation Cost			\$1,181,000.00

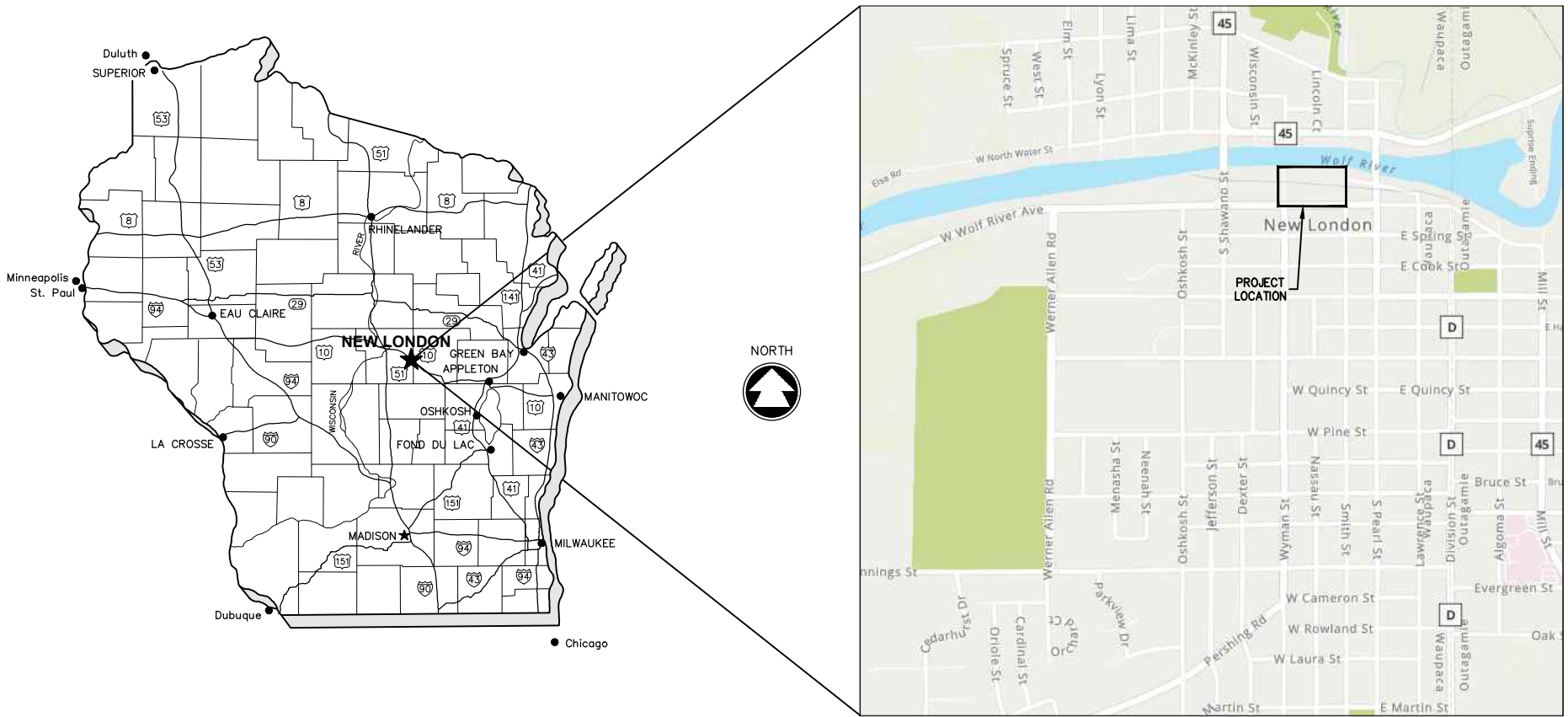
EXHIBIT E

UTILITY RELOCATION DESIGN

[ATTACH TO THIS COVER PAGE]

WOLF RIVER AVE. REDEVELOPMENT UTILITY RECONSTRUCTION CITY OF NEW LONDON

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



CONTACT INFORMATION

DESIGN CONTACT

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BRAD WERNER
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NEENAH, WI 54956
(920) 751-4200
bwerner@mcmgrp.com



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

McMAHON
ENGINEERS ARCHITECTS

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Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

SHEET INDEX

- 01 ABBREVIATIONS, SYMBOLS & NOTES
- 02 WYMAN STREET
- 03-04 WOLF RIVER AVE. REDEVELOPMENT
- 05 SMITH STREET
- 06-07 MISCELLANEOUS DETAILS

DATE
SEPTEMBER, 2021
PROJECT NO.
N0009-09-21-00642

STANDARD ABBREVIATIONS

AC	ACRE	LT	LEFT
AGG	AGGREGATE	LVC	LENGTH OF VERTICAL CURVE
AH	AHEAD	MAINT	MAINTENANCE
ASPH	ASPHALT PAVEMENT	MAT'L	MATERIAL
AVG	AVERAGE	MAX	MAXIMUM
B-B	BACK TO BACK	MIN	MINIMUM
BEG	BEGIN	MH	MANHOLE
BIT	BITUMINOUS	MP	MILE POST
BK	BACK	NB	NORTHBOUND
B/L	BASE LINE	NUMBER	NUMBER
BLDG	BUILDING	NOR	NORMAL
BM	BENCH MARK	OD	OUTSIDE DIAMETER
BOC	BACK OF CURB	OBLIT	OBLITERATE
BRG	BEARING	PAVT	PAVEMENT
C-C	CENTER TO CENTER	PC	POINT OF CURVATURE
CY	CUBIC YARD	PCC	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVATURE
C&G	CURB AND GUTTER	PE	PRIVATE ENTRANCE
CB	CATCH BASIN	PED	PEDESTAL
CE	COMMERCIAL ENTRANCE	PGL	PROFILE GRADE LINE
CHD	CHORD	PI	POINT OF INTERSECTION
C/L	CENTER LINE	P/L	PROPERTY LINE
CL	CLASS (FOR CONC PIPE)	PLE	PERMANENT LIMITED EASEMENT
CMP	CORRUGATED METAL PIPE	PP	POWER POLE
CO	CLEAN OUT	PRC	POINT OF REVERSE CURVATURE
CONC	CONCRETE	PROP	PROPOSED
CORR	CORRUGATED	PSD	PASSING SIGHT DISTANCE
CP	CONTROL POINT	PSI	POUNDS PER SQUARE INCH
CR	CRUSHED	PT	POINT OF TANGENCY
CS	CURB STOP	PVC	POLYVINYL CHLORIDE OR POINT OF VERTICAL CURVATURE
CSW	CONCRETE SIDEWALK	PVI	POINT OF VERTICAL INTERSECTION
CTH	COUNTY TRUNK HIGHWAY	PVT	POINT OF VERTICAL TANGENCY
CULV	CULVERT	R	RADIUS
D	DEPTH OR DELTA	RCP	REINFORCED CONCRETE PIPE
DI	DUCTILE IRON	RD	ROAD
DIA	DIAMETER	REBAR	REINFORCEMENT ROD
DIS	DISCHARGE	REMOVE	REMOVE
EA	EACH	RECON	RECONSTRUCT
EB	EASTBOUND	REQ'D	REQUIRED
EBS	EXCAVATION BELOW SUBGRADE	R/L	REFERENCE LINE
EG	EDGE OF GRAVEL	RP	RADIUS POINT
ELEV	ELEVATION	RR	RAILROAD
ELEC	ELECTRIC	RT	RIGHT
EMB	EMBANKMENT	R/W	RIGHT-OF-WAY
EMAT	EROSION MAT	SB	SOUTHBOUND
ENT	ENTRANCE	SE	SUPERELEVATION
EOR	END OF RADIUS	SF	SQUARE FEET
EP	EDGE OF PAVEMENT	SI	SLOPE INTERCEPT
EXC	EXCAVATION	STH	STATE TRUNK HIGHWAY
EX	EXISTING	SY	SQUARE YARD
EW	ENDWALL	SALV	SALVAGED
F-F	FACE TO FACE	SAN	SANITARY
FDN	FOUNDATION	SEC	SECTION
FE	FIELD ENTRANCE	SHLDR	SHOULDER
FERT	FERTILIZER	S/L	SURVEY LINE
FG	FINISHED GRADE	SQ	SQUARE
F/L	FLOW LINE	STA	STATION
FT	FOOT	STD	STANDARD
FTG	FOOTING	STO	STORM
GRAV	GRAVEL	SW	SIDEWALK
GN	GRID NORTH	TC	TOP OF CURB
GV	GAS VALVE	TEL	TELEPHONE
HDPE	HIGH DENSITY POLYETHYLENE	TEMP	TEMPORARY
HE	HIGHWAY EASEMENT	TLE	TEMPORARY LIMITED EASEMENT
HMA	HOT MIX ASPHALT	TV	TELEVISION
HP	HIGH POINT	TYP	TYPICAL
HT	HEIGHT	UG	UNDERGROUND
HYD	HYDRANT	USH	U.S. HIGHWAY
ID	INSIDE DIAMETER	VAR	VARIES
IN	INCH	VC	VERTICAL CURVE
INL	INLET	VERT	VERTICAL
INV	INVERT	WB	WESTBOUND
IP	IRON PIPE	WM	WATER MAIN
JCT	JUNCTION	WV	WATER VALVE
LB	POUND		
LF	LINEAR FOOT		
LP	LIGHT POLE		

GENERAL NOTES

1. 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.
2. 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.
3. 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.
4. NO TREES OR SHRUBS ARE TO BE REMOVED WITHOUT PRIOR APPROVAL FROM THE OWNER.
5. A SAWED JOINT IS REQUIRED WHERE NEW HMA PAVEMENT MATCHES EXISTING ASPHALTIC CONCRETE SURFACE.
6. ALL CURB RADII SHOWN ON THE PLAN SHEETS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
7. DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

THIS PLAN SET WAS CREATED WITH CIVIL3D 2018. MCMAHON'S "DISCLAIMER FOR TRANSFER OF ELECTRONIC FILES" FORM NEEDS TO BE SIGNED IF A COPY OF THE ELECTRONIC FILES ARE REQUESTED. MCMAHON MAKES NO REPRESENTATION REGARDING THE COMPATIBILITY OF THESE FILES WITH OTHER SOFTWARE, NOR DOES MCMAHON REPRESENT THAT THE FILES WILL CONVERT TO OTHER SOFTWARE WITHOUT ERROR.

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/runoff/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:

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

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

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

THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING PREVENTATIVE MEASURES:

- A. PRESERVE EXISTING VEGETATION WHENEVER POSSIBLE.
- B. MINIMIZE SOIL COMPACTION AND PRESERVE TOPSOIL.
- C. MINIMIZE LAND DISTURBANCES ON SLOPES OF 20% OR MORE.
- D. MINIMIZE THE AMOUNT OF SOIL EXPOSED AT ANY ONE TIME.
- E. DIVERT CLEAR WATER AWAY FROM EXPOSED SOILS.
- F. TEMPORARILY STABILIZE EXPOSED SOILS THAT WILL NOT BE ACTIVE FOR 14 DAYS OR MORE. USE MULCHING, SEEDING, POLYACRYLAMIDE OR GRAVELING TO STABILIZE.
- G. PERMANENTLY STABILIZE EXPOSED SOILS AS SOON AS POSSIBLE.
- H. 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.

McMAHON

ASSOCIATES, INC.

1445 MCMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4204 MCNGRP.COM

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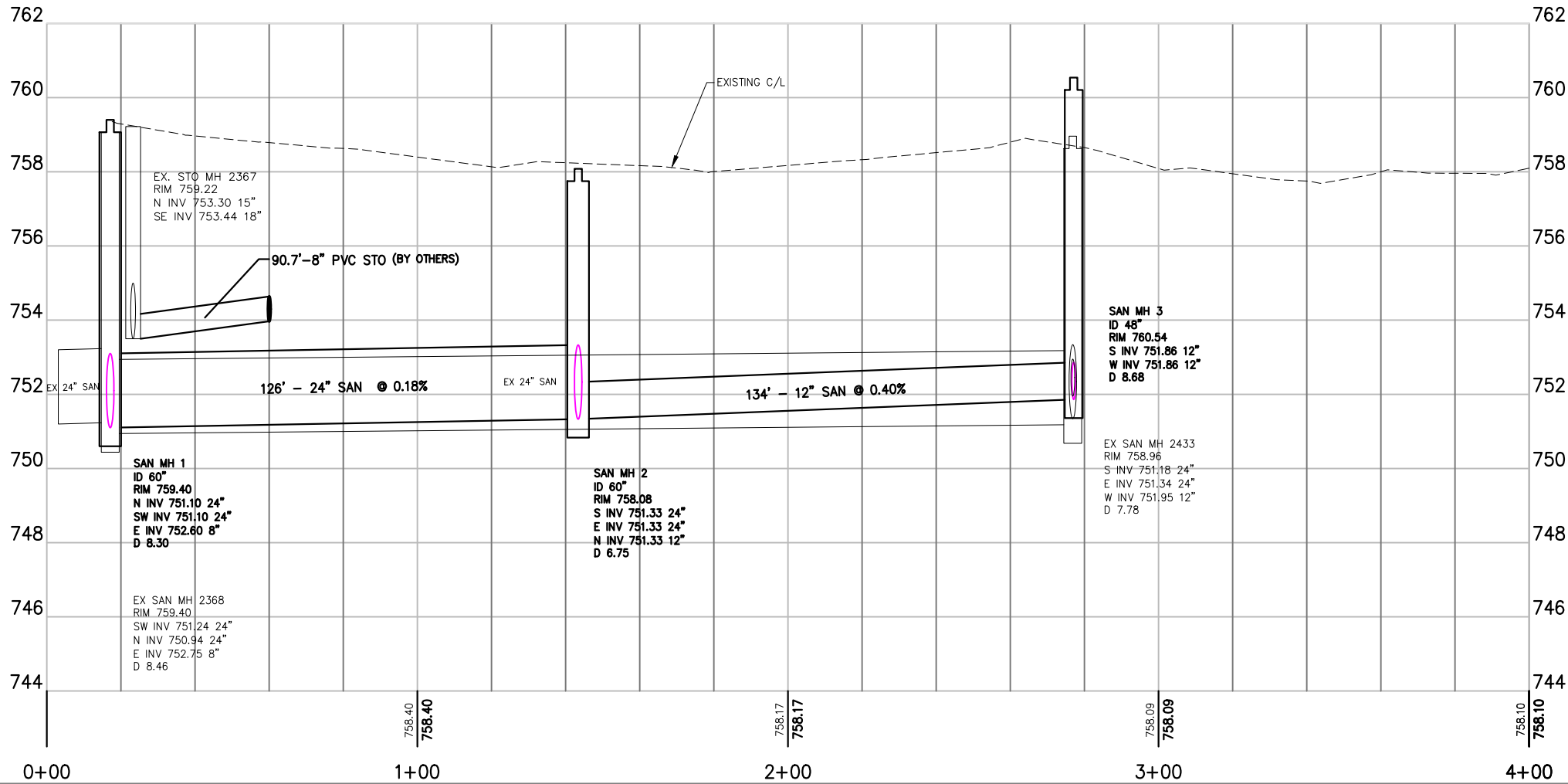
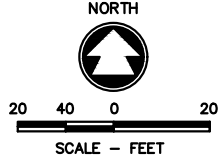
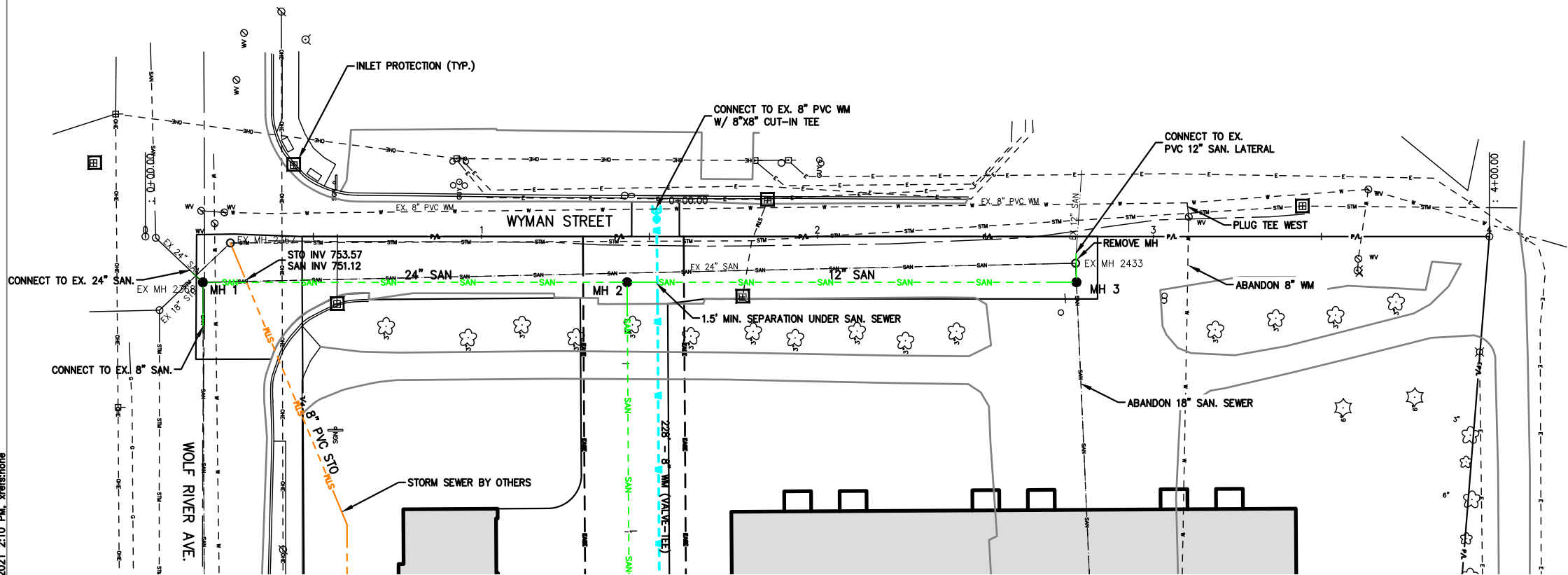
REVISION	
NO.	DATE

Wolf River Ave. Redevelopment

City Of New London, WI

ABBREVIATIONS, SYMBOLS & NOTES

DESIGNED	DRAWN
ZRL	ZRL
PROJECT NO.	
N0009-09-21-00642	
DATE	
SEPTEMBER, 2021	
SHEET NO.	
01	

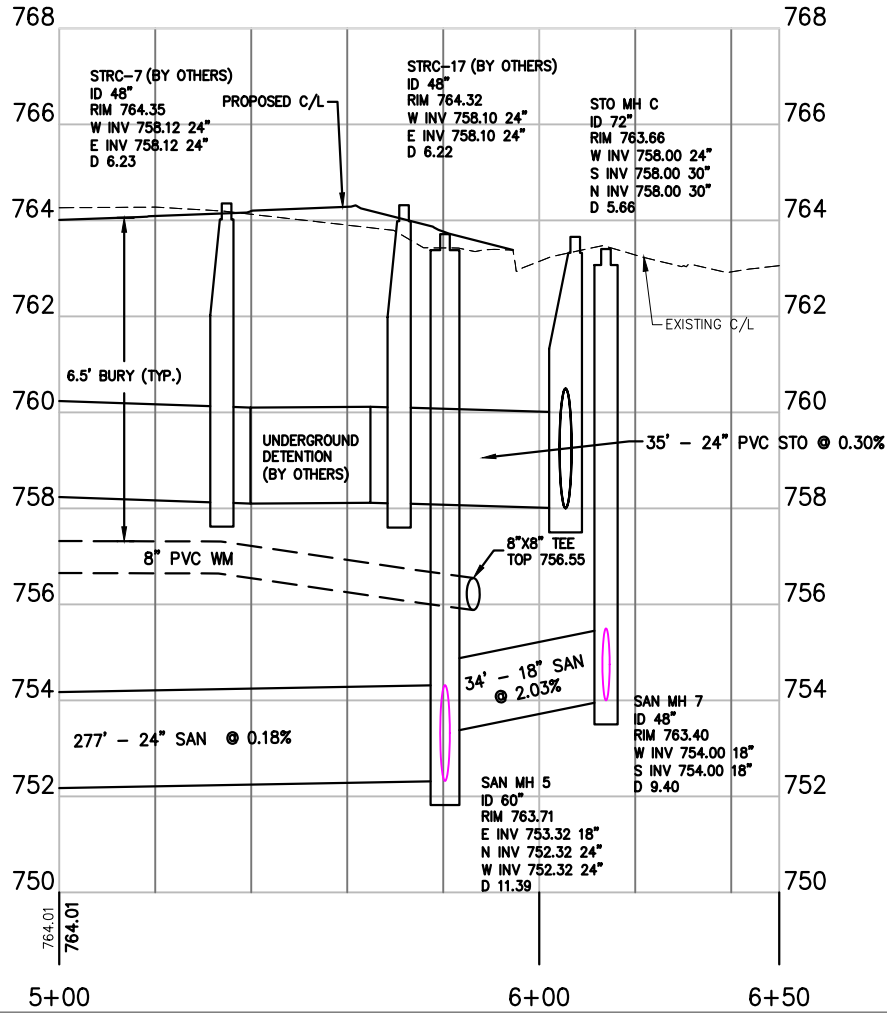
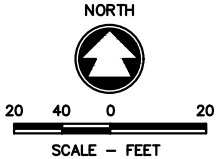
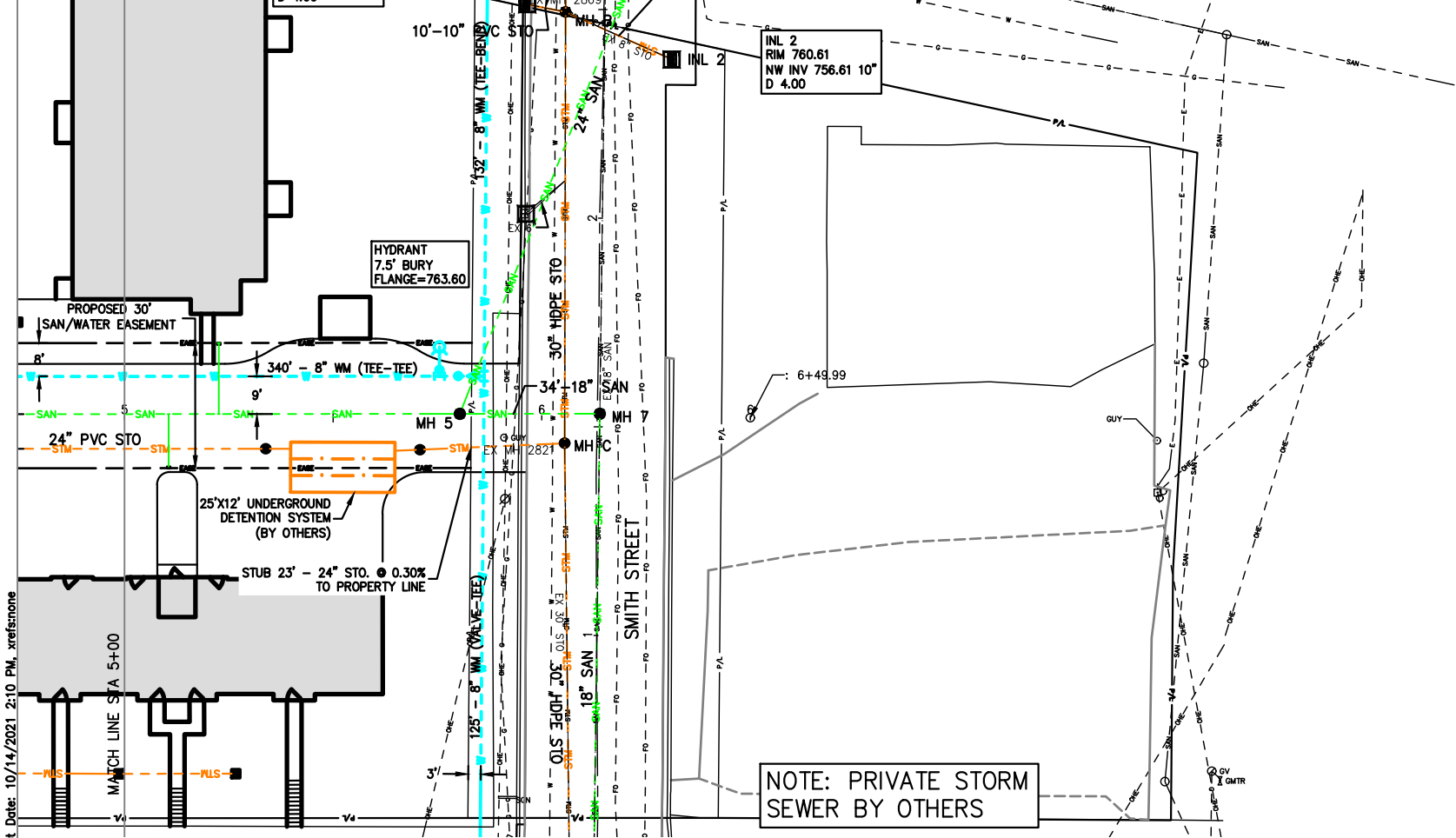


WOLF RIVER AVE. REDEVELOPMENT
CITY OF NEW LONDON, WI
WYMAN STREET

DESIGNED ZRL	DRAWN ZRL
PROJECT NO. N0009-09-21-00642	
DATE SEPTEMBER, 2021	
SHEET NO. 02	

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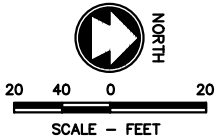
McMAHON
ENGINEERS & ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM



NO.	DATE	REVISION

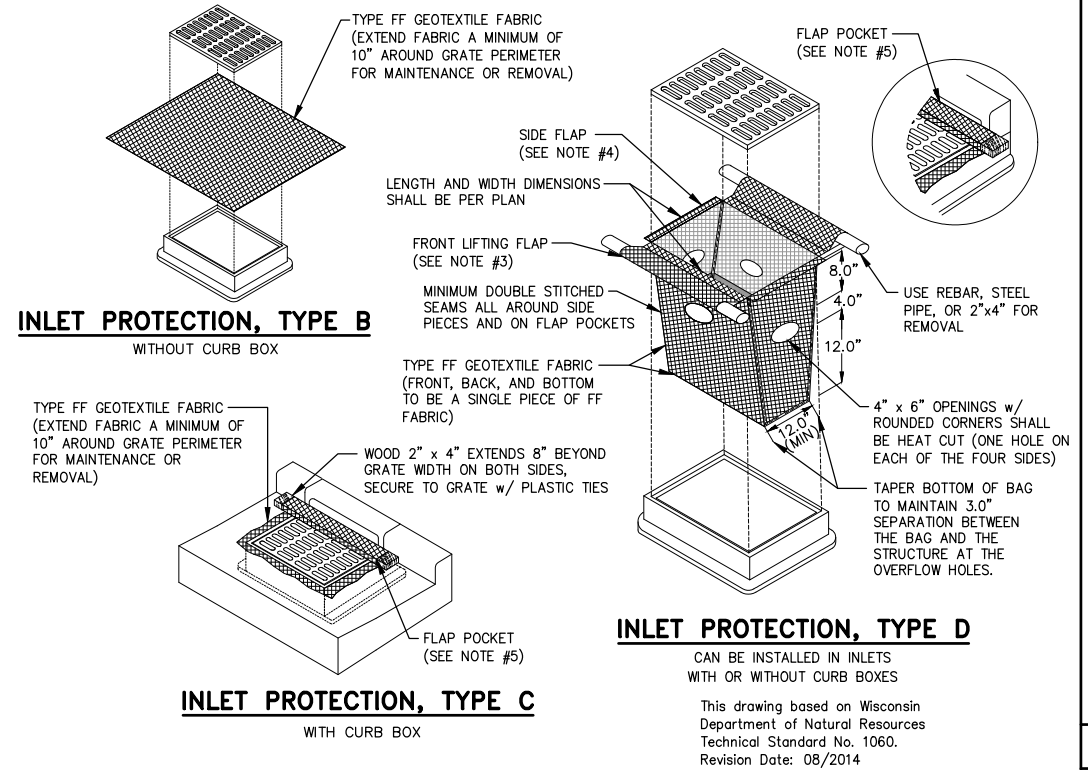
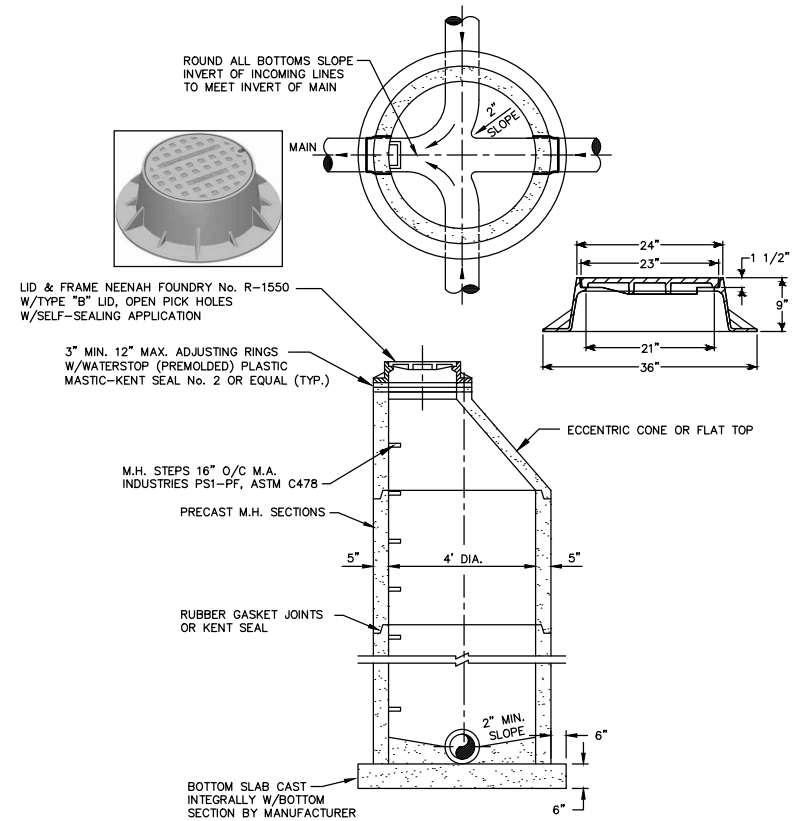
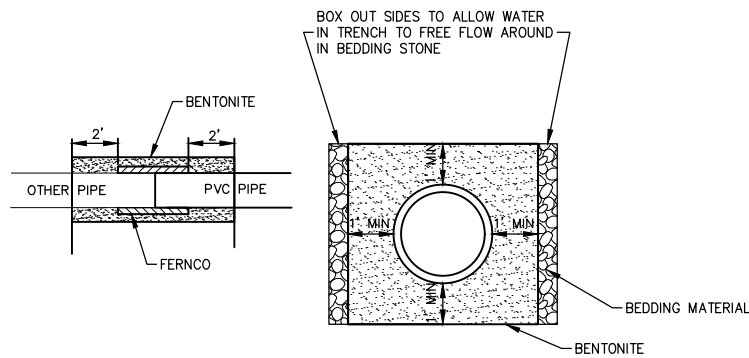
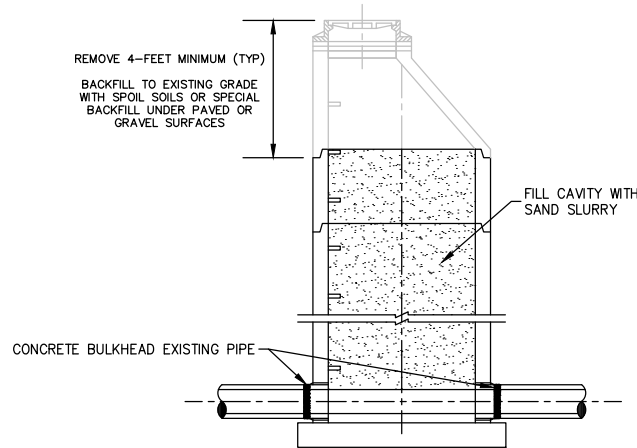
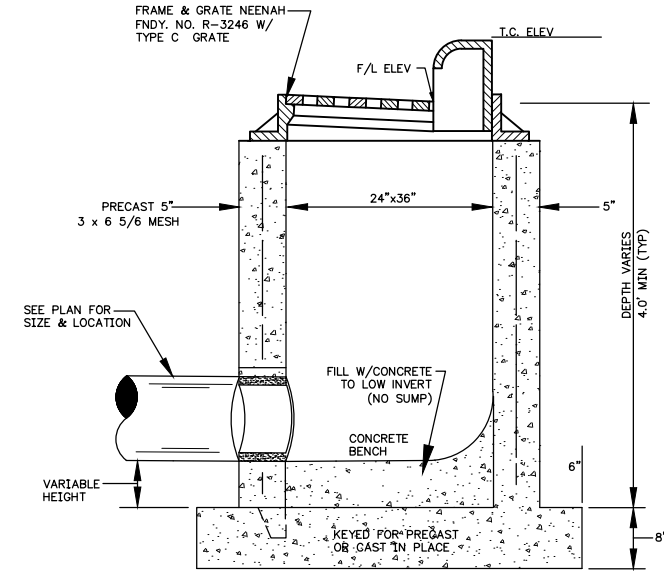
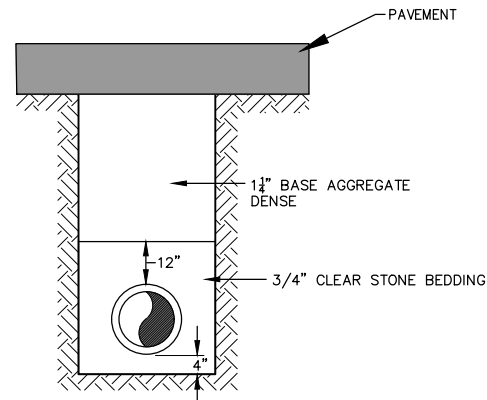
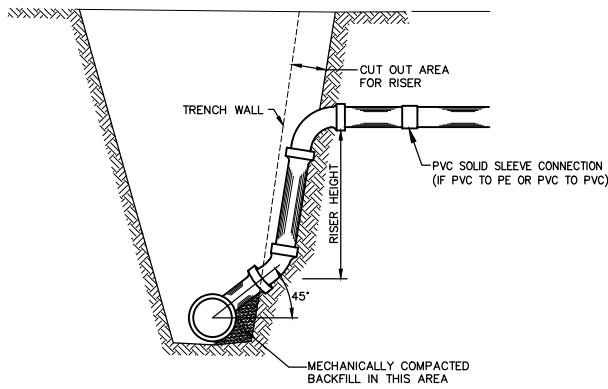
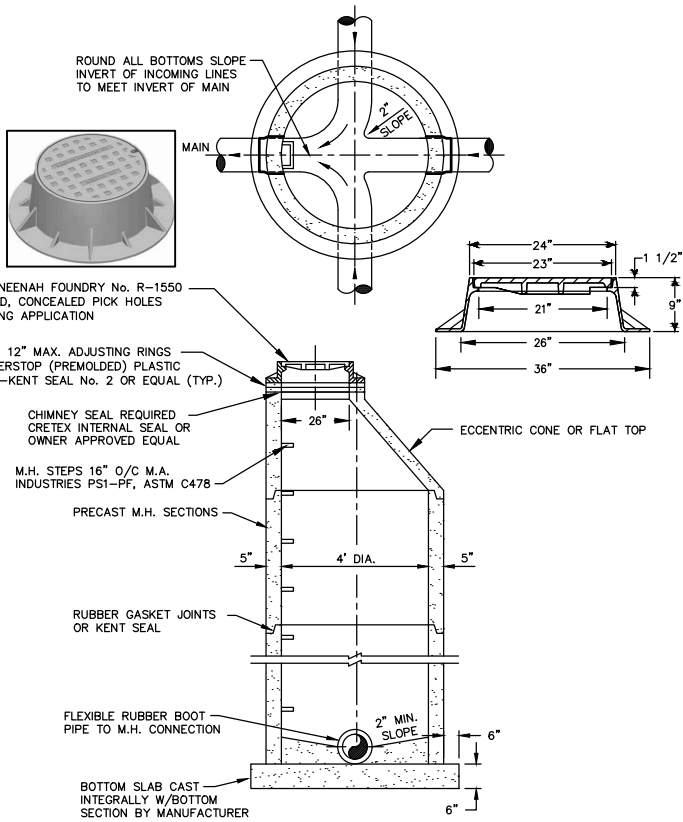
WOLF RIVER AVE. REDEVELOPMENT
CITY OF NEW LONDON, WI
WOLF RIVER AVE. REDEVELOPMENT

DESIGNED ZRL	DRAWN ZRL
PROJECT NO. N0009-09-21-00642	
DATE SEPTEMBER, 2021	
SHEET NO. 04	



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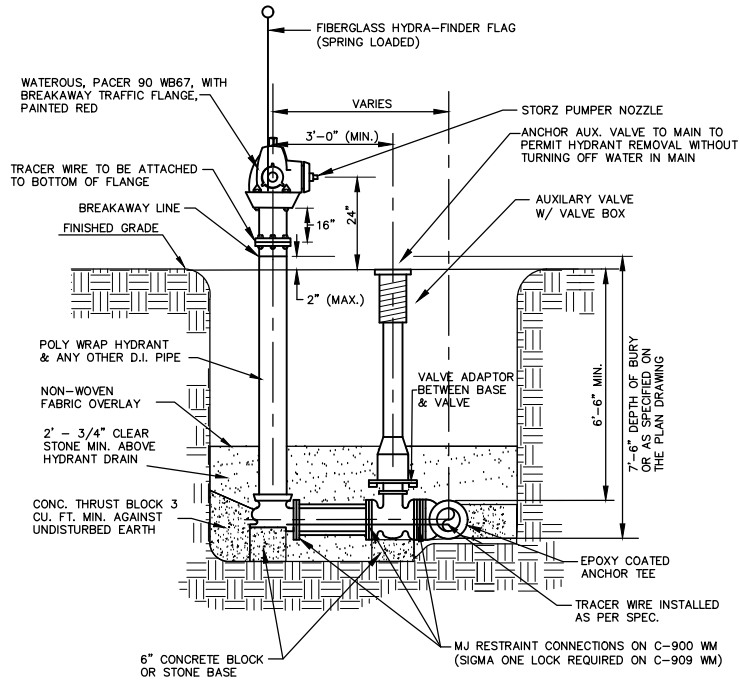
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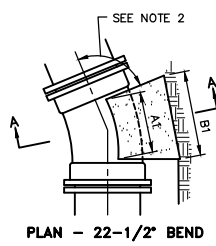
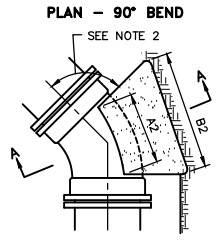
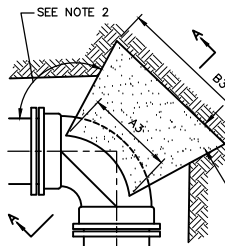
STORM DRAIN INLET PROTECTION

NO.	DATE	REVISION

DESIGNED ZRL	DRAWN ZRL
PROJECT NO. N0009-09-21-00642	
DATE SEPTEMBER, 2021	
SHEET NO.	

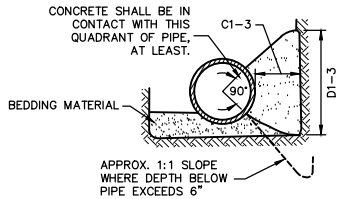


HYDRANT & VALVE INSTALLATION DETAIL



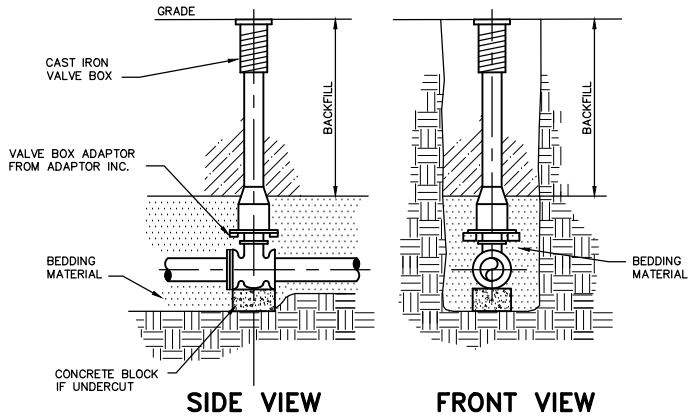
- NOTES:
1. DIMENSIONS IN TABLE ARE BASED ON A WATER PRESSURE OF 150 P.S.I. AND ON EARTH RESISTANCE OF 2 TONS PER SQ. FT.
 2. DIMENSION C1-3 SHOULD BE LARGE ENOUGH TO MAKE ANGLE EQUAL TO OR LARGER THAN 45°.
 3. DIMENSION A1-3 SHOULD BE AS LARGE AS POSSIBLE WITHOUT INTERFERING WITH M.J. BOLTS.
 4. SHAPE OF BACK OF BUTTRESS MAY VARY AS LONG AS POUR IS AGAINST FIRM UNDISTURBED EARTH.
 5. ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE.

PIPE SIZE	22-1/2° BENDS				45° BENDS		90° BENDS	
	B1	D1	B2	D2	B3	D3		
6"	1'-0"	1'-0"	1'-0"	1'-0"	1'-4"	1'-2"		
8"	1'-0"	1'-0"	1'-4"	1'-2"	1'-10"	1'-6"		
12"	1'-4"	1'-4"	1'-10"	1'-10"	2'-0"	2'-3"		
16"	1'-10"	1'-8"	2'-6"	2'-4"	3'-10"	2'-10"		
20"	2'-4"	2'-0"	3'-3"	2'-10"	3'-0"	3'-4"		
24"	2'-10"	2'-4"	4'-0"	3'-3"	6'-4"	3'-10"		
30"	3'-6"	3'-0"	5'-4"	3'-10"	8'-0"	4'-8"		

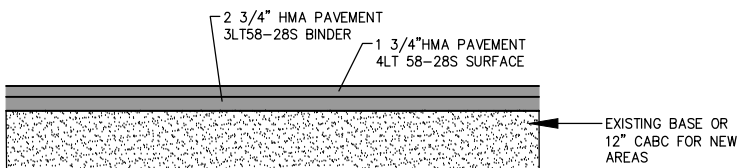


SECTION A-A

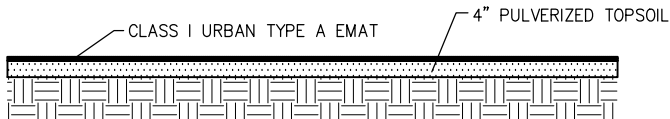
BLOCKING FOR BENDS



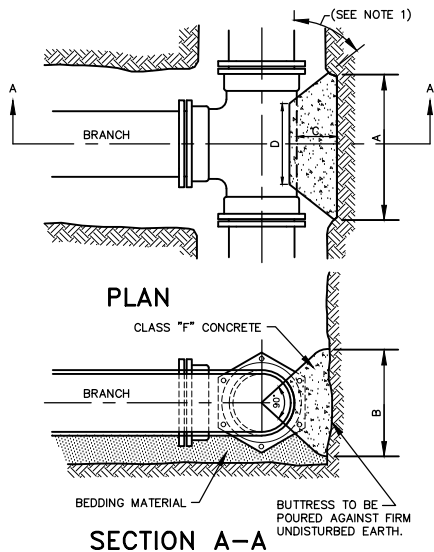
STANDARD VALVE & VALVE BOX SETTING



TYPICAL STREET PAVEMENT DETAIL



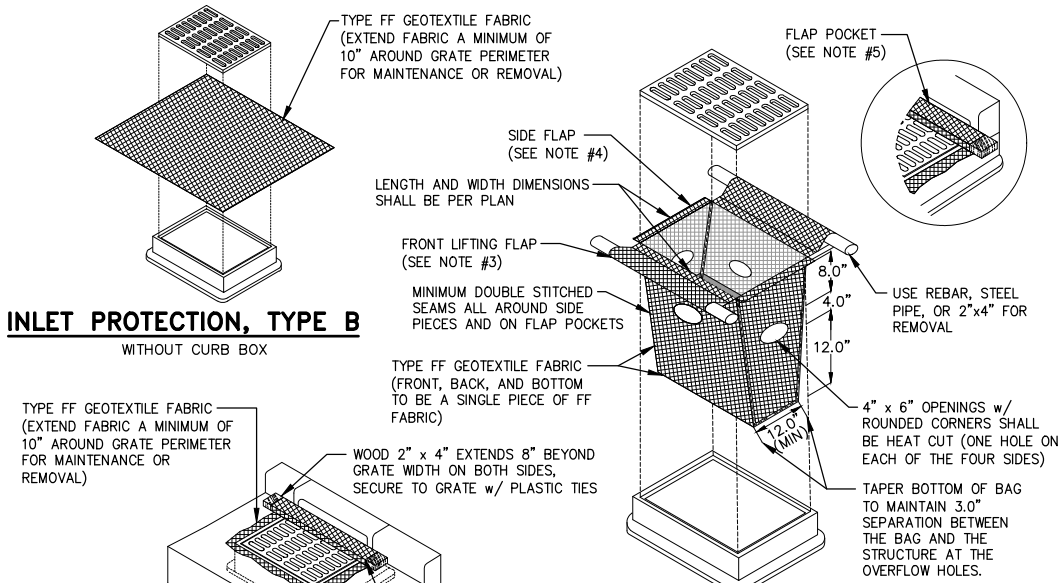
TURF RESTORATION DETAIL



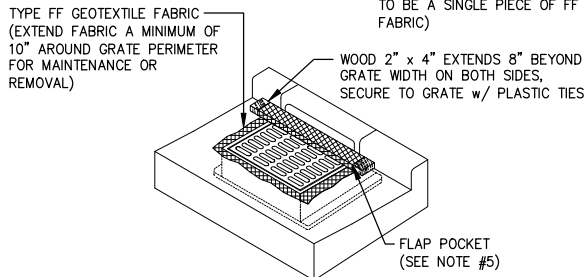
BUTTRESS DIMENSIONS				
B.D.	A	B	C	D
6"	1'-3"	1'-0"	SEE NOTE 1	SEE NOTE 2
8"	1'-6"	1'-4"		
12"	2'-3"	2'-0"		
16"	3'-2"	2'-6"		
20"	4'-0"	3'-0"	SEE NOTE 2	
24"	5'-3"	3'-4"		
30"	6'-6"	4'-3"		

- NOTES:
1. DIMENSION "C" SHOULD BE LARGE ENOUGH TO MAKE ANGLE EQUAL TO OR LARGER THAN 45°.
 2. DIMENSION "D" EQUALS APPROX. I.D. OF PIPE LESS 2". AN EFFORT SHOULD BE MADE TO PREVENT THE CONCRETE FROM COVERING THE M.J. BOLTS.
 3. WHERE BUTTRESSES ARE NOT POSSIBLE BECAUSE OF POOR SOIL CONDITIONS OR LACK OF ROOM, STRAPPING SHALL BE PERMITTED.
 4. DIMENSIONS IN TABLE ARE BASED ON A WATER PRESSURE OF 150 P.S.I. AND ON EARTH RESISTANCE OF 2 TONS PER SQ. FT.

BLOCKING FOR TEES



INLET PROTECTION, TYPE B
WITHOUT CURB BOX



INLET PROTECTION, TYPE C
WITH CURB BOX

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

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

New London Library and Museum
Board of Directors Special Meeting- June 27, 2022

President Ginny Schlais called the special meeting to order at 5 p.m. Present: Chris Bermann, Mary Dickrell, Steve Hart, Carrie LaBair, Betty Roberts. Museum Director Christine Cross and Bill Flease attended by Zoom. Excused: Library Director Ann Hunt

Others Present: none.

New Business Discussion/Action

1. Discuss and vote on proposal from the City Council for Pearl St property: Discussion was held on the Committee of the Whole's motion of June 21, 2022, regarding the City's commitment of \$500,000 to the Library renovation project. Motion made by Hart and seconded by Bermann that deeding the four parcels of land and the commitment of \$500,000 by the City are two separate considerations due to donor gifts. Therefore, the Board requests that the motion of June 21, 2022, be amended to exclude the four parcels, with the Board's intent of working with the City on the matter regarding the sale of the land. Role call vote: Bermann-yes, Dickrell-yes, Flease-yes, Hart-yes, LaBair-yes, Roberts-yes, Schlais-yes. Motion carried.

Public Comment

None.

Adjourn

Motion by Dickrell/Fleaze to adjourn. Motion carried. Meeting adjourned at 6:10 p.m.

Respectfully submitted,

Betty Roberts

Police & Fire Commission
700 Shiocton Street
New London, WI 54961-1160

Monday June 20th, 2022

Commission Present: Travis Kloehn (Pres), Tom Schmude (Sec), Doug Noel
(excused), Corey Knepfel, April Kopitzke

Police Chief: Jeffrey Schlueter

Fire Chief: Mark Wilfuer

Others Present: Jill Maus (until 5:46pm) BaLynda Croy

Meeting called to order at 5:31 PM by Kloehn.

- Adoption of Agenda – Kloehn 2nd Kopitzke – carried 4-0
- Public Comment: None
- Motion to approve prior minutes from 4/18/2022:
Schmude, 2nd Kopitzke Carried 4-0
- Motion to appoint Schmude as President and Knepfel as Secretary. By
Kopitzke, 2nd Knepfel: Carried 4-0
- The Commission recognizes service anniversaries.
Fire Department:

Police Department: Ryan Gloe	7 years
Todd Sarazin	21 years
- Report of the Fire Department by Chief Mark Wilfuer
 - Human Resource Director Jill Maus spoke to the PFC about how things would affect the Fire Department budget involving the Wisconsin Retirement System if the City hired an employee that was also a volunteer fire fighter. There would be extra cost to the fire department's budget if this happened. The PFC wanted to talk about this more at the next meeting to decide if they would be allow for someone to be employed by the city and also as a firefighter.
 - Motion to approve the bills as presented for April and May in the amount of: \$1358.29 and 1855.76 : Schmude, 2nd Kopitzke ; Carried 4-0
 - Budget as of April 30th, 36.87% reviewed.
 - Discuss Fire Department Equipment/Technology
 - Chief Wilfuer reported they are waiting on the radio to be installed in the new brush truck

Police & Fire Commission
700 Shiocton Street
New London, WI 54961-1160

Monday June 20th, 2022

- Chief Wilfuer reported that the old brush truck sold for \$11,327. The winning bidder has until Friday to come in and pay for it.
- Fire runs and service calls reviewed
- Staffing and Training reviewed
One of the firefighters had to be taken to the ER after a call for smoke inhalation. It appears he may not have had a good seal on his mask due to him having facial hair

The 2 candidates that were approved for hire at the last meeting have been hired and both candidates have all of their needed certifications..

- Discuss Chief hours
Chief Wilfuer reported that he worked 23 hours in the month of April and 21 in the month of May. These hours are in addition to fire calls.
- Monthly attendance report reviewed.
J. Worthey has resigned due to him moving from the area.
- Fire Inspection Note.
They continue to work on inspections and everything is going good.

Chief Wilfuer was dismissed at 6:04 PM

➤ Report of the Police Department by Chief Schlueter

- Motion to approve bills for April and May in the amount of \$48,622.41 and \$54,562.77 by Kloehn, 2nd Kopitzke: Carried 4-0:
- Budget as of April 30th was reviewed. Currently 30.84%
Chief Schlueter reported:

The PD received a \$2,500 grant from CVMIC to purchase road flares and a bullet trap.

The PD received \$354.48 for the OWI grant for April 2022.

The PD has received about \$16,000 in grant money from the state. It has not been decided what this money will be spent on.

Police & Fire Commission
700 Shiocton Street
New London, WI 54961-1160

Monday June 20th, 2022

- Crime and activity report reviewed.
 - Incident count for May was 562 calls for service.
- Current staffing and training update.
Jenna is expected to be out until about the first week of September.

This week the PD is attending EVOC training at the Waupaca Airport.
This is a county-wide training.

- Update on current activities/investigations.
- Update on Current Projects:
Chief Schlueter reported that Ashley has started working on the National Night Out event scheduled for the beginning of August.
- Discuss/approve policy 2.04
Chief Schlueter presented some policy changes to policy 2.04 that dealt with grooming, facial hair and tattoos. In the past beards were not allowed and tattoos were not allowed below the elbow. Chief Schlueter said that he wished to make changes to the policy to help with recruitment in the future. The policies still remain restrictive to keep the NLPD Officers looking well-groomed and looking professional.
Motion by Kopitzke, 2nd by Kloehn to approve policy 2.04 as written.
Carried 4-0

➤ Chief Schlueter was dismissed at 6:37PM.
Meeting was adjourned at 6:28 PM.
Respectfully submitted,
Chief Jeff Schlueter

MINUTES OF UTILITY COMMISSION MEETING

June 7, 2022

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, Barrington, Coppersmith, St. Marie and Bessette.

It was moved by Schmidt and seconded by St. Marie that the agenda be adopted. Motion carried.

It was moved by Barrington and seconded by Coppersmith to approve the minutes of the May 17, 2022 meeting. Motion carried.

It was moved by Coppersmith and seconded by Barrington to approve vouchers 49313 through 49375 in the amount of \$178,420.38 as listed to be paid. Motion carried.

It was moved by Schmidt and seconded by Steingraber to purchase AED's from Allied 100 LLC for \$4,093.25.

It was moved by Steingraber and seconded by St. Marie to accept the bid from Jolma Electric LLC for \$115,064.60 to perform the work on HWY 15 project.

The Manager updated the Commission on planning the next 5yr. large projects with the city.

The Manager talked about the next year's water projects and upcoming work.

The Manager reviewed with the Commission the wages and work hour changes by the Utilities.

The next meeting will be on June 21, 2022 8:00 A.M. at the Utility Offices.

It was moved by Barrington and seconded by St. Marie that the meeting be adjourned. Motion carried.

Mike Barrington, Secretary

MINUTES OF UTILITY COMMISSION MEETING

June 21, 2022

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, Barrington, Coppersmith, St. Marie and Bessette.

The agenda was amended to exclude approving Great Lakes roofing bid. It was moved by Barrington and seconded by Coppersmith that the amended agenda be adopted. Motion carried.

It was moved by St. Marie and seconded by Schmidt to approve the minutes of the June 7, 2022 meeting. Motion carried.

It was moved by Coppersmith and seconded by Barrington to approve vouchers 49376 through 49430 in the amount of \$1,501,211.97 as listed to be paid. Motion carried.

The Manager updated the Commission on what were the top topics in Nashville for the National APPA Conference, and talked about the challenges ahead to retain staff.

The Manager updated the commission on the amount of damage the Utility had during the storm on June 15th, and that we sent a crew to Clintonville for mutual aid.

The Manager discussed with the Commission the Downtown construction planning with the City.

The next meeting will be on July 6, 2022 8:00 A.M. at the Utility Offices.

It was moved by Barrington and seconded by Steingraber that the meeting be adjourned. Motion carried.

Mike Barrington, Secretary

City of New London

Building Inspection Report

June, 2022

BUILDING PERMITS ISSUED:		
RESIDENTIAL		29
COMMERCIAL		14
MANUFACTURING		0
MONTHLY TOTAL		43

CONSTRUCTION VALUES:		
RESIDENTIAL	\$	41,816.51
COMMERCIAL	\$	77,495.00
MAUFACTURING	\$	-
CONST. TOTAL	\$	919,311.51

BUILDING PERMIT INCOME:		
RESIDENTIAL	\$	7,690.98
COMMERCIAL	\$	833.50
MANUFACTURING	\$	-
INCOME TOTALS	\$	8,524.48

BUILDING PERMITS / YEAR TO DATE:			
RESIDENTIAL		114	
COMMERCIAL		32	
MANUFACTURING		0	
TOTAL		146	

CONSTRUCTION VALUES / YEAR TO DATE:			
RESIDENTIAL	\$	2,099,144.08	
COMMERCIAL	\$	6,753,081.00	
MANUFACTURING	\$	-	
TOTAL	\$	8,852,225.08	

BUILDING PERMIT INCOME / YEAR TO DATE:			
RESIDENTIAL	\$	21,695.75	
COMMERCIAL	\$	15,297.77	
MANUFACTURING	\$	-	
TOTAL	\$	36,993.52	

Housing Authority of the City of New London
Regular Meeting May 31, 2022 at Franklin Park Apartments.(Tuesday date change due to holiday)

Call to Order: A. Herminath Board Chair, called the meeting to order at 3:35PM

Members Present: *C. Handrich* by phone., A. Herminath and *H. Opperman*.

Members Absent: P. Franzmeier *L. Shaw*.

Executive Director Present: L. Marker.

Others Present: None

Approval of Agenda: Motion by A. Herminath, Second by C. Handrich, All voting aye, and motion carried.

Approval of Minutes: Motion by C. Handrich, Second by *H. Opperman*.

Approval of the Meeting Minutes for **April 25, 2022** all voting aye, and motion carried.

Resident Concerns- NONE.

Statement of accounts and approval of payment of bills 4/1/02022 the approval of bills paid for 04/01/2022-04/30/2022 Check#22780-/22764-22793 including 4 online payments total \$9170.36 0-voided check, check #-capital fund total: \$0, Section 8 checks 25163-25187= \$25387.00 Total, section 8 a/p check Total \$0.00 Motion by *C. Handrich*, second by *H. Opperman*, All voting aye, and motion carried.

Correspondence: Correspondence: Shelter, Fresh Air, Rad, FPA 50th

Anniversary on hold due to covid (Planning to hold 55 year anniversary Celebration), Misc.

Old Business: None

New Business: Resolution Resolution 134-05312022 new secure entry system.

Waiting on additional bids

Capital Fund:

Management Agent's Report: FPA 96% occupancy FPA. Section 8 Voucher: 67 vouchers 1 leased, 1 searching vouchers, \$25387.00 total vouchers funded for 04/01/2022.

Adjournment: 3:54 PM Motion by C. Handrich, Second *H. Opperman*, all voting aye, and motion Carried.

Respectfully Submitted:

Approved by:

Laura Marker Date
Executive Director

A. Herminath Date
Board Commissioner

Next Meetings Scheduled: Next scheduled meetings are on Mondays at 3:30 P.M,
06/27/2022, 7/25/2022 and 8/29/2022.

Joint Review Board
Meeting Minutes of the
2021 TIF Annual Report
for
Tax Incremental District No. ER 001
located in the City of New London, WI
Outagamie County

The Annual Meeting of the Joint TIF Review Board was called to Order on June 23, 2022 by Radke at 9:00AM after all members were confirmed present via Zoom/phone.

Review Board members present were:

Judy Radke (City of New London), Bob Fredy (Waupaca County), Rochelle Oskey (Outagamie County), Amy Van Straten (Fox Valley Technical College) and Joe Marquardt (New London School District). Also present was Nicole Lemke (City of New London, City Clerk).

Motion from Marquardt, second by Van Straten to approve the Agenda. Carried 5-0.

Motion from Marquardt, second by Oskey to approve minutes from 6/29/2021 meeting. Carried 5-0.

Radke reviewed the 2021 Annual Report. Marquardt, second by Van Straten to approve the 2021 TID Report. Carried 5-0.

Motion from Oskey, second by Van Straten to Approve Annual TID Final Accounting Report. Carried 5-0.

Motion from Fredy, second by Van Straten to Approve Final Audit. Carried 5-0.

As there was no other business, motion from Oskey, second by Marquardt to adjourn. Carried 5-0. Meeting was adjourned at 9:08AM.

Respectfully submitted,

Nicole Lemke, City Clerk

CITY OF NEW LONDON
JULY 2022
MAYORAL APPOINTMENTS TO TOURISM COMMISSION

NEW LONDON TOURISM COMM

JULY / 1 YR.

State law requires 1-yr terms

Mike Hibbard	Mosquito Hill Nature Center N3880 Rogers Rd.	(920) 779-6433	2023
Jennifer Heideman	Familiar Grounds E9584 Manske Rd.	(920) 982-4332	2023
Kelly Rickert	Water St. Vintage 207 W North Water St.	(920) 982-9826	2023
April Kopitzke	New London Area Chamber of Commerce 420 N. Shawano St.	(920) 982-5822	2023
Jay Patel	Americinn Lodge & Suites 1404 N. Shawano St.	(920) 982-5700	2023

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)

CEMETARY COMMISSION 1.05 (9)(a)

LIBRARY & MUSEUM BOARD 1.05 (10)(a)

HOUSING AUTHORITY 1.05 (11)(a)