

**PLEASE NOTE:** This meeting will be held in person and online. The public can come in person or watch/listen to this meeting online in one of 3 ways:

1) Go to the city's You Tube channel, "<https://www.youtube.com/NewLondonAccess>" and click on the "live" feed video link to watch the meeting. **-OR-**

2) You can watch the meeting via the zoom app. Go to the following link to download and watch via the zoom app:

<https://us02web.zoom.us/j/87349875532?pwd=QXcvN2p1ZlI3V0hRU1NmdjIrRWdzZz09>

You will be asked to download and install the zoom app on your computer or phone and provide your name and email address. **-OR-**

3) You can listen to the meeting over the phone by calling one of the following numbers: 1-929-205-6099, 1-301-715-8592, 1-253-215-8782, 1-346-248-7799, 1-699-900-6833

You will be asked to enter in a meeting ID of: 873 4987 5532, then push #

You may be asked for a participate ID, do not put in a number, just hit #

You will be asked to enter in a password of 853381, then #

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

## MEETING NOTICE

Planning Commission Agenda

**Thursday, January 28, 2021– 5:00 PM**

Council Chambers – New London Municipal Building

Meeting Documents

1. Call to Order
2. Adopt Agenda
3. Approval of the December 17<sup>th</sup>, 2020 meeting minutes
4. Site Plan Review – Self-Storage Units at 2015 N Shawano Street (corner of Partridge Dr / N Shawano Street).
5. Review and approve various mural proposals from the Wolf River Art League
6. Discussion on a potential annexation and zoning request – N3814 County Road T
7. Consider for action execution of an agreement for professional engineering services to update the Land Use Element of the City of New London Comprehensive Plan
8. Update on Planning Issues and other Agenda Items
  - a. Thrivent Sign Request
9. Review items for future meetings
  - a. Site Plan Review for Midwest Properties I, LLP
  - b. Consider a variance request for the reduction of the 15 foot flood protection elevation distance at 813 W Wolf River Ave
  - c. Consider a variance request for the reduction of the 15 foot flood protection elevation distance at 312 Elm Street
10. Review next meeting date
11. Adjournment

\*Agenda items are listed so as to accurately describe the actions or issue being considered instead of simply the document listing title or the parties to a contract. This is done as such titles or a list of parties to a contract conveys insufficient information to the public on whether a topic or project they are interested in is being considered. It is the policy of the City of New London to comply in good faith with all applicable regulations, guidelines, etc. put forth in the Americans with Disabilities Act (ADA). To that end, it is the City's intent to provide equal opportunity for everyone to participate in all programs and/or services offered, to attend every public meeting scheduled, and to utilize all public facilities available. Any person(s) in need of an alternative format (i.e. larger print, audio tapes, Braille, readers, interpreters, amplifiers, transcription) regarding information disseminated by the City of New London should notify the City 48 hours prior to a meeting, etc., or allow 48 hours after a request for a copy of brochures, notices, etc. for delivery of that alternative format. Contact ADA Coordinator Chad Hoerth by telephone through: (Relay Wisconsin) – 920/ 982-8500 or (Voice) – 920/982-8500 and in person/letter at 215 N. Shawano Street, New London, WI 54961.

# CITY OF NEW LONDON



## Memorandum

TO: Planning Commission  
FROM: Chad Hoerth, City Administrator  
RE: December 17, 2020 Planning Commission Meeting  
DATE: December 10<sup>th</sup>, 2020

Site Plan Review – Self-Storage Units at 2015 N Shawano Street (corner of Partridge Dr / N Shawano Street)- A site plan review request has been received from Dan McFaul/Captain Dan Storage to install new self-storage units at 2015 N. Shawano Street. This is the lot that is in the north west corner of the intersection of Partridge Drive/N Shawano Street (just north of the “Wal Mart” shopping area). Enclosed in your packet is a copy of their site plan as well as a letter from our Building Inspector.

Review and approve various mural proposals from the Wolf River Art League- Season Polsin from the Wolf River Art League will be present to show their next round of requests for murals in the city. Get ready, they have been busy over the winter and have 24 proposals on the docket!

Discussion on a potential annexation and zoning request – N3814 County Road T- I was approached by the owners of New London Building Supply. They are interested in purchasing and annexing a parcel north of their property which is currently in the Town of Hortonia. The intent of the purchase is for future expansion of their business.



215 N. Shawano Street • New London, WI 54961  
Phone: (920) 982-8500 • Fax: (920) 982-8665 • [www.newlondonwi.org](http://www.newlondonwi.org)

Since the property is outside the city, it does not have a zoning designation attached to it. Looking at the Comprehensive plan, it's hard to determine what the preferred use is, but it looks like either it's preferred to be conservation or it's not designated at all. See page 112 in the plan: [https://cms4.revize.com/revize/newlondonwi/EconomicDevelopment/comprehensive\\_plan\\_2007.pdf](https://cms4.revize.com/revize/newlondonwi/EconomicDevelopment/comprehensive_plan_2007.pdf)

Regardless, NL Building Supply is asking if the Commission would consider zoning the property: B-2 Highway Commercial to match the zoning of their current property. They would like to get the Commission's input before they look at purchasing the property.

Consider for action execution of an agreement for professional engineering services to update the Land Use Element of the City of New London Comprehensive Plan- One project Paul Hanlon was working on before he retired was to hire a firm to assist in updating our Comprehensive Plan. He was working with Cedar Corp for this update. I did a little research and questioned this a bit as the current plan says "Year 2030 Comprehensive Plan". My initial thought was, aren't we OK until 2030? Asking the rep from Cedar Corp provided me with the following answer:

*Some Comp Plan documents use the 20 year planning window date in the title. So for New London, a comp plan developed in 2010 should guide them for 20 years. That's a typical planning window. Unfortunately that doesn't align with Wis Stats 66.1001 which states comp plans must be updated a minimum of once every ten years. So technically, even though your plan says 2030 in the title, it's outside the 10 year update window. My advice is we do not include the 2040 Year in the next update title. It's can be misleading as you just found out plus it's not required.*

I was also given a similar response from the Outagamie County Development & Land Services Director. This proposal is to look at doing an update to the Land Use Element (map). In the future we'll look at updating other elements after the 2020 Census figures are released (more than likely in 2022). I'm recommending to the Commission that the City hires Cedar Corp to update the Land Use Element of our Comprehensive Plan. This project was budgeted for in 2021.

#### Update on Planning Issues and other Agenda Items

- a. Thrivent Sign Request – I'm working with Thrivent and our City Attorney on this project. I'll provide a verbal update at the meeting where we're at.

**City of New London  
Planning Commission Minutes  
Thursday, December 17, 2020**

**Call to Order:**

The December 17<sup>th</sup>, 2020 Planning Commission meeting was called to order by Chairman Besaw at 5:02 PM.

**Roll Call:**

Those in attendance were Chairman Besaw, Bessette, Gabert, Steingraber, Walbruck, and Mayor Herter.

Excused Members: Spilman, Noel

Others in attendance: City Administrator Hoerth, Contracted Bldg Inspector Randy Backhaus, Travis Kloehn, Jesse Fenske, Cindi Bungert

**Adopt Agenda:**

Motion by Mayor Herter, second by Steingraber to adopt the agenda. Motion carried by all.

**Approval of the November 19<sup>th</sup>, 2020 Planning Commission Minutes:**

Motion by Gabert, second by Bessette to approve the November 19<sup>th</sup>, 2020 meeting minutes as presented. Motion carried by all.

**Review a request for sign variances – Valley Family Medicine**

Valley Family Medicine is requesting a variance to the zoning code to keep an existing business sign in the Right of Way. This topic was carried over from the November Planning Commission meeting where members requested additional information at that time. Administrator Hoerth reported that after survey investigation, it appears that the existing sign is fully in the Right of Way. Secondly, Hoerth asked the City Attorney and the City's insurance carrier if there was any liability to the city if a private sign is hit in the Right of Way. The city's insurance carrier recommended removing the sign from the Right of Way if it is in violation of the zoning code, but depending on the circumstances if a variance is granted a waiver agreement should be signed and insurance placed on the sign covering the city and transferring any risk for potential claims. Hoerth reported that staff could not find a sign permit authorizing placement of the original sign. After discussion the commission felt that it was not in the city's best interest to approve the variance request.

Motion by Bessette, seconded by Walbruck to deny the variance request to allow the existing sign to remain in the Right Of Way. Motion carried by all.

**Review a request for sign variance - Thrivent Financial-** Thrivent Financial submitted an application for a sign permit to replace their existing business sign. It was determined that their existing sign was in the Right of Way in front of their business. Administrator Hoerth noted in this application, the business does not have any private property frontage as the city's Right of Way goes right up to the building, so there is no opportunity for the business to place a sign in front of their building but outside the right of way. The existing sign did have an approved permit, however the original application stated that the sign would not be placed in the Right of Way. Travis Kloehn and Jesse Fenske from Thrivent Financial stated that they would add the city to their property insurance policy to ensure the city was covered if the sign was involved in an accident claim. The commission noted that the existing Right of Way at that

intersection is fairly large and suggested to consider reducing that Right of Way to allow the business sign to be placed on private property. Hoerth will investigate the feasibility of reducing the Right of Way at that location to accommodate a private business sign. *No motion was made on this item at this time.*

**Review a request variance for the reduction of the 15 foot flood protection elevation distance at 813 W Wolf River Ave**

- Cindi Bungert recently purchased the property at 813 W Wolf River Ave and would like to update the building. The facility's elevation is currently in the flood plain, which imposes restrictions on the amount of improvements that can be done to the facility. Bungert is interested in bringing the facility out of the flood plain so she can make substantial improvements to the building. One of the requirements is to raise the landscaping around the facility to be 1 foot above Flood Protection Elevation in an area 15 feet around the facility. The current size of the lot along with the close proximity of the building to the property lot lines and to the city's pedestrian trail do not allow for Bungert to raise the landscaping on her property around the building to the required 15 feet. Bungert contacted the Wisconsin DNR and found that if the City would allow the reduction of the 15 foot zone the DNR would also support that reduction. Bungert presented a site plan proposing to place a retaining wall near the borders of the property and up to the paved portion of the city's trail. Hoerth pointed out that the current easement for the trail allows for a 15 foot width for the trail and staff needs to measure the site to review what that distance will look like in relation to the proposed retaining wall. Commission members requested additional information from Bungert including information on the type of compliant fill, engineered specifications on the retaining wall with a cross section site plan and letters from the neighboring properties stating they understand and do not object to retaining walls being installed near the property lines. *No motion was made on this item at this time.*

**Review a zoning request change at 813 W Wolf River Ave**- this item was related to the previous discussion; at the meeting Bungert requested to pass on this topic until the variance on the flood protection elevation can be determined. *No motion was made on this item at this time.*

**Approve a zoning ordinance for newly annexed property at N3819 CTH T** – Cynthia Schulz- The property at N3818 County Highway T was recently annexed into the city and the parcel needs to be zoned. An ordinance was presented designating the parcel to be zoned R1 which was recommended in the City's Comprehensive Plan - Preferred Land Use Map.

Motion by Bessette, seconded by Gabert to recommend that council considers approving the ordinance zoning the property at N3819 CTH T as R1- Single Family Residential. Motion carried all.

**Update on Planning Issues:**

The Economic Development Committee is working on reviewing some developer proposals for the downtown riverfront property. The next Economic Development Committee meeting is scheduled for Tuesday, January 26<sup>th</sup>, 2021 and Planning Commission members were invited to attend if they wanted to keep up with the development.

Hoerth reported that interviews for the next Building Inspector/Zoning Administrator are underway.

**Agenda Items for Future Meetings included:**

- Wolf River Art League Murals
- Review a request variance for the reduction of the 15 foot flood protection elevation distance at 813 W Wolf River Ave

- Review a request for sign variance - Thrivent Financial

**Review next meeting date:** Hoerth asked the commission to consider moving up the January meeting date as a developer is requesting a site plan review in the middle of January. The commission agreed to hold the next meeting on January 14<sup>th</sup>, 2020.

**Adjournment:**

Motion to adjourn by Mayor Herter second by Gabert. Meeting adjourned by Chairman Besaw at 6:27 pm.

Chad R. Hoerth  
City Administrator

# Memo

01/22/2021

To: Planning Commission

From: Randy Backhaus

CC:

Re: Site Plan Approval: 2015 N. Shawano Street / Parcel No. 33 01 12 8

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Attached is the site plan information that you will be reviewing at the January 28, 2021 meeting.

I have reviewed this site plan and in my opinion have found it to be in substantial compliance with the city of New London's zoning code for an MP District with the exception of one item, which the Plan Commission is being asked to clarify.

## Zoning Ordinance 17.11-5 (6) District Lot and Building Bulk Regulations

The ordinance dictates that for an MP zoned district a front setback of 25' is required, but if parking is provided the setback shall be 50'.

The question has arisen, should the area directly in front of the overhead doors actually be designated as parking stalls as defined in its broadest sense (space to leave vehicles). I believe some consideration should be given to the fact that the primary use of the facility will be for the sporadic loading and unloading of personal property, a tenants ability to access a unit through more than one route and the likelihood of more than one tenant accessing adjacent storage units within the facility at the same time would not be a common occurrence.

If you have any questions, please call or e-mail me.

Direct: 920-210-3125

Email: [rbackhaus@newlondonwi.org](mailto:rbackhaus@newlondonwi.org) or [rbackhaus@geo-logic.com](mailto:rbackhaus@geo-logic.com) .

Thank You  
Randy Backhaus





## **Captain Dan's Storage**

1001 North St◀ New London, WI 54961 >captaindanstorage.com

1/21/2021

City of New London Planning Commission  
215 N. Shawano St.  
New London, WI 54961

Please find this information regarding agenda item for the 1/28/2021 Planning Commission meeting. Captain Dan Storage LLC currently operates a facility in New London, located at 1001 North St., and is proposing to expand in New London. Captain Dan's Storage has been in operation since 2018.

**Owner:** Dan McFaul 1001 North St. New London WI. 54961 920.250.3340

**Application Date** – 1/28/2021

**Location** – Northwest corner of N. Shawano St. and Partridge Dr., Parcel #33 01 12 8, North of Island Music, property for sale by Wolf River Community Bank for 10 + years

**Zoned MP** – Manufacturing Park, which is appropriate for self-storage

**Scope of Project** –      Planned construction start will be spring of 2021  
   Three phase project over 5 years  
   Estimate project cost \$600,000.00

### **Construction of (8) self-storage buildings –**

(1) each	36 x 160	(1) each	35 x 106
(2) each	30 x 160	(2) each	30 x 106
(1) each	22 x 160	(1) each	22 x 106

I look forward to discussing this proposal with you. Thank you.

Dan McFaul

#### **Attachments**

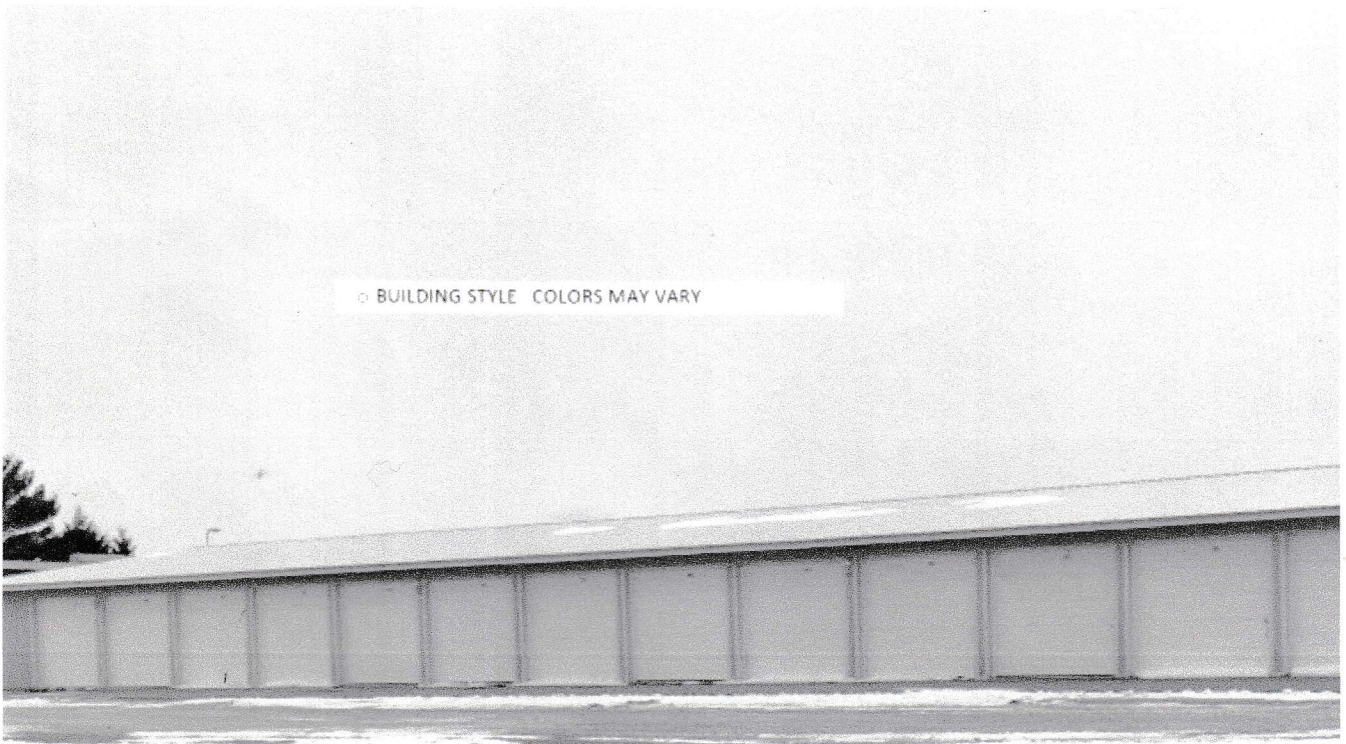
- Site Plan
- Design Photo
- Tax Record







○ BUILDING STYLE COLORS MAY VARY



1/19/2021

# Waupaca County

## real estate tax record

Parcel: 33 01 12 8 All Years Due: \$733.72 Parent(s): 33 01 12 3; 33 01 12 5

Map Zoning Info Search Again

**LOCATION INFORMATION**

Owner Name Wolf River Community Savings Bank  
 Mailing Address Po Box 329  
 City, State New London Wi  
 Zip Code 54961-0000  
 Deed Of Record 613174

Parcel Number 33 01 12 8  
 Municipality City Of New London  
 Property Address 2015 N Shawano St

**LOCATION DATA**

Town	Range	Section	Q / Q	Gov. Lot
22	14	1	NW / NE	

**PROPERTY DESCRIPTION (As of last tax bill issued)**

Legal Description SEC1 T22N R14E PRT FRL NWNE DAF LT1 CSM V18P09 | V655P576 V884P296&871 EX V922P364 V987P375 2A

**ASSESSMENTS - Based on: 2020**

	Acres	Land	Imp
2. Mercantile	2.00	\$61,300	
Assessed Totals:	2.00	\$61,300	

Total acreage: 2.00

**ASSESSMENT INFORMATION**

	2020	2019	2018	2017	2016	2015
Land Value	\$61,300	\$61,300	\$61,300	\$61,300	\$61,100	\$61,100
Improve Value						
Total Value	\$61,300	\$61,300	\$61,300	\$61,300	\$61,100	\$61,100
Fair Market Value	\$64,400	\$63,600	\$61,200	\$61,300	\$58,400	\$58,500
Fair Market Ratio	0.952360	0.963799	1.001498	1.000259	1.045565	1.043810

**RE TAX INFORMATION**

	2020	2019	2018	2017	2016	2015
Net General Tax	\$1,467.45	\$1,452.15	\$1,380.96	\$1,454.82	\$1,464.55	\$1,468.68
Total Spec Assess						
Total Spec Taxes						
Total Net Taxes	1,467.45	1,452.15	1,380.96	1,454.82	1,464.55	1,468.68
Principal Paid	\$733.73	\$1,452.15	\$1,380.96	\$1,454.82	\$1,464.55	\$1,468.68
Interest Paid						
Principal Due	\$733.72					
Interest Due						
Spec.d Fees Due						
Total Due	\$733.72					

Installment 1: \$733.73

Installment 2: \$733.72

**Information Only:**

	2020	2019	2018	2017	2016	2015
First Dollar Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lottery Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## TAXING DISTRICT INFORMATION

<b>School District</b>	3955 - NEW LONDON
<b>Vocational District</b>	1200 - FOX VALLEY TECH. COLLEGE

## SPECIAL DISTRICT INFORMATION

### REAL ESTATE TAX PAYMENTS

Tax Year	Date	Principal	Interest	Lottery Credit	Fees	Receipt
2020	12/31/2020	733.73				108487
2019	7/30/2020	726.07				348515
2019	12/31/2019	726.08				327044
2018	7/15/2019	690.48				
2018	12/31/2018	690.48				108794
2017	7/23/2018	727.41				
2017	12/31/2017	727.41				108353
2016	7/24/2017	732.27				
2016	12/12/2016	732.28				151673
2015	7/7/2016	734.34				257154
2015	12/21/2015	734.34				92918
2014	7/13/2015	721.55				
2014	12/23/2014	721.55				59252
2013	7/14/2014	738.73				
2013	12/26/2013	738.74				35980
2012	7/25/2013	712.03				
2012	12/19/2012	712.04				13815
2011	7/23/2012	706.04				
2011	12/28/2011	706.05				2800

### SALES DATA

Date	Document	Amount	SAT/LC	Size	Split	Related
9/8/2000	613174	60,000			X	
9/8/2000	613174	60,000			X	
11/18/1998	584994	47,762		2.38A		
11/18/1998	584995	126,500		2.38 A		

### DOCUMENTS

Document	Exception Description	Date	History
612755	CERTIFIED SURVEY MAP	8/30/2000	612755
613174	** WARRANTY DEED	9/8/2000	613174

### Payment Receipts (prints best using Chrome)

- 2020 Payments
- 2019 Payments
- 2018 Payments
- 2017 Payments
- 2016 Payments
- 2015 Payments

### Tax Bills

- 2020 Tax Bill
- 2019 Tax Bill
- 2018 Tax Bill
- 2017 Tax Bill
- 2016 Tax Bill
- 2015 Tax Bill

Project No. To be Assigned

Date: January 6, 2021

**Confirmation of Client Request for Services  
between Cedar Corporation (ENGINEER)  
and The City of New London (CLIENT)**

**Authorization to Perform Professional Engineering Services**

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

**Project:** Update the Land Use Element of the City of New London Comprehensive Plan

**Scope of Work:** ENGINEER will complete Services as outlined in Attachment A.

**Method of Compensation:** Work will be completed on a Lump Sum basis for \$7890. Work directed by the CLIENT outside the services outlined in Attachment A will be completed on a Time & Materials basis consistent with the rates identified in Attachment B.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

**Timetable:** Work will be completed by May 31, 2021 unless of delays outside of the ENGINEER's control.

THIS AGREEMENT is hereby approved and executed this 6 day of January, 2021.

City of New London

CEDAR CORPORATION

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Ken Jaworski

Title: \_\_\_\_\_

Title: Senior Consultant

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Dean Zanon, PE,

Title: \_\_\_\_\_

Title: President

Project No. To be Assigned

Date: January 6, 2021

## **Attachment A**

See attached letter.





engineering | architecture | environmental | surveying  
landscape architecture | planning | economic development

1695 Bellevue Street  
Green Bay, WI 54311

920-491-9081  
800-472-7372  
FAX 920-491-9020  
www.cedarcorp.com

## Attachment A

November 24, 2020

Chad Hoerth, City Administrator  
City of New London  
215 N. Shawano Street  
New London, WI 54961  
[choerth@newlondonwi.org](mailto:choerth@newlondonwi.org)

**RE: Proposal to update the City of New London Comprehensive Plan –  
Land Use Element (including Future Land Use Map)**

Dear Mr. Hoerth:

Per our previous discussion, Cedar Corporation is pleased to submit this revised proposal to update the Land Use Element of the City of New London Comprehensive Plan. (Note: Other elements of the comprehensive plan will be updated after release of the 2020 Census figures, estimated to be in 2022, which is not part of this proposal.) The Land Use Element update will include the following subsections, as noted in the current comprehensive plan:

- Land Use .....
- 8.1 Introduction
  - 8.2 Existing Land Use
  - 8.3 Projected Supply and Demand of Land Uses
  - 8.4 Preferred Land Use Plan
  - 8.5 Preferred Land Use Classifications
  - 8.6 Existing and Potential Land Use Conflicts
  - 8.7 Opportunities for Redevelopment
  - 8.8 Land Use Goals and Objectives
  - 8.9 Land Use Policies and Recommendations
  - 8.10 Land Use Programs

Maps to be included as part of the update process are the Existing Land Use Map and the Future Land Use Map.

Cedar staff will work directly with the City staff and the New London Planning Commission to discuss changes to this element of the plan. The Land Use Element is extremely important to the overall comprehensive plan in that it must support rezones, land divisions, and official mapping decisions which is referred to in the comprehensive planning law (WI Stats



66.1001) as the consistency requirement. The law states that comprehensive plans are required to be updated at least once every 10 years. The City of New London is currently outside of that window.

As part of this proposal, Cedar Staff will attend three (3) Planning Commission meetings to organize discussions relative revising the Future Land Use Plan Map and supporting text as noted above. Meeting discussion will include changes in land use trends, housing needs, greenspace, expansion of commercial and industrial areas, plus other factors determined necessary.

The resultant deliverable product will be a complete section (Element) of the comprehensive plan that can be inserted into the rest of the comprehensive plan (when those sections are updated at a later date). Should the Land Use Element need to be amended later based on new census information, the changes should be minimal, likely centering around revised growth projections.

City staff will be expected to share existing in-house GIS data and, when necessary, obtain any GIS information from outside sources such as ECWRPC, Outagamie County, and Waupaca County on Cedar's behalf. The City will be responsible for updating the Existing Land Use Map layer to 2020 conditions.

Cedar Corporation proposes a lump sum cost within this identified proposal of **\$7,890**. Cedar would be prepared to start this project by January 2021. We anticipate a four-month window to complete this element once authorized to proceed. Should the City be willing to proceed with the project, Cedar will forward the appropriate contract documents.

Thanks for inquiring about Cedar's Comprehensive Planning Services, and we readily await working with the City on this project.

Please do not hesitate to contact me should you have any questions or need any further information.

Sincerely,

CEDAR CORPORATION

A handwritten signature in black ink, appearing to read "Ken Jaworski", is written over the printed name.

Ken Jaworski  
*Senior Consultant*

cc: Eric Fowle, AICP, Senior Planner, Cedar Corporation

Project No. To be Assigned

Date: January 6, 2021

## **Attachment B**

### **Schedule of Hourly Rates**

## 2020 Schedule of Hourly Rates

<u>TITLE</u>	<u>RATE</u>
Principal	\$180.00
Director	\$170.00
Senior Project Manager	\$160.00
Lead Project Manager	\$150.00
Senior Architect / Senior Engineer / Lead Senior Planner	\$145.00
Lead Engineer	\$140.00
Project Manager III / Senior Consultant	\$135.00
Senior Construction Manager	\$130.00
Project Manager II	\$125.00
Project Engineer III	\$120.00
Project Manager I / Landscape Architect / Environmental Specialist IV	\$115.00
Project Engineer II / Senior Planner / Technician V	\$110.00
Environmental Specialist III	\$105.00
Construction Manager / Project Engineer I / Architect I	\$100.00
Professional Land Surveyor II / Technical Specialist	\$100.00
Technician IV	\$ 98.00
Staff Engineer II / Professional Land Surveyor I	\$ 95.00
Environmental Specialist II / Planner II / Surveyor	\$ 90.00
Technician III	\$ 89.00
Staff Engineer I / Environmental Specialist I	\$ 85.00
Technician II	\$ 80.00
Planner I	\$ 75.00
Technician I / Administrative Assistant II	\$ 72.00
Administrative Assistant I	\$ 67.00
Intern	\$ 65.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	\$0.57/mile <sup>1</sup>
GPS/Robotic Survey Equipment	\$30/hour

<sup>1</sup> Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

**THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.**

## STANDARD CONDITIONS

### PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

### PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

#### 2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

#### 2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

#### 2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

### PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

### PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during

initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

- 4.9 INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

- 4.10 ALLOCATION OF RISKS.** To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11

**HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous

material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

**4.12 ACCESS.** Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

**4.13 REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day

period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

**4.14 AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**4.15 ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**4.16 DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

**4.17 NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any

other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**4.18 NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

**4.19 SEVERABILITY.** The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**4.20 AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**4.21 OTHER.** Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.