NOTE: Special Board of Public Works Meeting at 6:40 p.m. in the Council Chambers!!

CITY OF NEW LONDON
COMMON COUNCIL MEETING

TUESDAY October 14, 2014
7 P.M. COUNCIL CHAMBERS

AGENDA

I. Call to Order, Pledge of Allegiance, Roll Call
II. Adoption of Agenda
III. Approval of September 9, 2014 minutes
IV. Authorization to pay bills in the amount of $673,566.33
V. Public Comment
    a. Board of Public Works
        1. Minutes – 10/6/2014
        2. Approve proposal from Mid-State Asphalt for parking lot & alley snow removal
        3. Approve proposal from Bob & Dave's Lawn & Landscape for Snow Removal for neglected sidewalks
        4. Approve proposal for six concrete cores along the Downtown River Wall
    b. Finance & Personnel
        1. Minutes – 10/7/2014
        2. Approve 3-year contract with BG & Associates to administer Community Development Block Grants for the City
        3. Approve the sale of City owned land in the amount of $10,000 to Commonwealth Development Corp. contingent on the provisions in the Offer to Purchase
        4. Adopt revised Family Medical Leave Act Policy
        5. Ordinance to Amend §7.09(8) of Municipal Code - Forfeited Penalty & Removal of Vehicles [2nd]
        6. Ordinance to create §7.07(2)(c) of Municipal Code – Handicapped Parking [2nd]
        7. Ordinance to create §7.07(8) of Municipal Code – Penalties [2nd]
        8. License List
    c. Parks & Recreation
        1. Minutes – 10/7/2014
        2. Act on the proposal to remove the railroad rail and ties from House Road to River Road and use the funds obtained from this savage operation to help finance the development of a new recreational trail along this alignment.
        3. Ordinance to repeal/recreate §9.161(7) Placement of Slow-No-Wake and Flood Buoys [2nd]
    d. Plan Commission
        1. Minutes – 10/2/2014
        2. Salvage Ordinance
            1. Waive the rules to adopt on one reading

2. Adopt Ordinance

e. Economic Development Committee
   1. Minutes - 9/30/2014

f. Minutes and Reports:
   1. Cemetery Commission – 9/30/2014
   2. Housing Authority – 8/27/2014
   3. Library & Museum – 9/15/2014
   4. Police & Fire Commission – 9/15/2014
   5. Utility – 9/2/2014 & 9/16/2014
   6. Cemetery Superintendent – September
   7. Building Inspector – September

VI. Reports of Officers on Recent Events & Announcements to the Public:
   a. Mayor
      1. Appointments –
         1. Utility Commission –
            a. Wally Schmidt, Russ Gerhard, Dick McClone to replace Duane Brown
            b. Planning Commission – Steve Thompson to replace Carol Renning
            c. Board of Zoning Appeals – Robin Johnson
   b. City Clerk
   c. City Administrator
   d. City Attorney
   e. Utility Manager
   f. Director of Public Works
   g. Parks & Recreation Director
   h. Chief of Police

VII. Closed session per 19.85(1)(c) to evaluate the City Administrator and review goals

VIII. Return to open session, action on above, if any

IX. Other Comments

X. Adjournment

It is the City's intent to provide equal opportunity for everyone to attend every public meeting scheduled. Contact ADA Co-Coordinators Paul Hanlon or 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, September 9, 2014

A regular and open meeting of the City of New London Common Council was convened on Tuesday, September 9, 2014 at 7 p.m. in the Council Chambers of the Municipal Building. After the Pledge of Allegiance, roll was called. Presiding: Mayor Gary Henke

Members Present: Steinhorst, Way, Herter, Morack, Besaw, Romberg, Tate, O'Connell, Barrington Excused: Dean

Officers Present: Hager, Luaders, Tennie, Hoerth, Schlueter, Thompson Excused: Bodoh

Others Present: Ginger Arndt

AGENDA: O'Connell/Tate to adopt agenda. Carried 9-0.

MINUTES: Steinhorst/Way to approve the Council minutes of August 13, 2014 as written. Carried 9-0.

BILLS: Romberg/Morack to authorize the payment of invoices incurred during August 2014 in the amount of $551,953.52. Carried 9-0.

PUBLIC COMMENT: None

STANDING & SPECIAL COMMITTEES:
BOARD OF PUBLIC WORKS -

1. Minutes of September 2, 2014 were read by Barrington

FINANCE & PERSONNEL -

1. Minutes of September 3, 2014 were read by Romberg.
2. Romberg/Tate to approve the first reading of an Ordinance which amends Traffic Code §7.09(8)(a) – Forfeited Penalty and Removal of Vehicles. Carried 9-0.
3. Romberg/Tate to approve the first reading of an Ordinance which creates §7.07(2)(c) concerning Handicapped Parking. Carried 9-0.
4. Romberg/Morack to approve the first reading of an Ordinance which creates §7.07(8) concerning forfeitures for parking violations. Carried 9-0.
5. Romberg/O'Connell to approve use of Gold Cross Ambulance Service for the 2015 Budget year. Carried 9-0.
6. Romberg/Morack to adopt upon this second reading Ordinance No. 1297 which increases the penalties in §25.04 of the Municipal Code to bring them up to the current standards. Carried 9-0. Ordinance No. 1297 is published separately and printed in the Ordinance Book.
7. Romberg/Tate to approve the License list. Carried 9-0.

SEPTEMBER LICENSE LIST

COMBINATION "CLASS B" LICENSE
Gerald C. Voigt Jr. LLC
Dba Half Blonde
306 W. North Water Street New London, WI 54961

CHANGE IN AGENT
Kwik Trip #791 New Agent: Kevin Schultz
984 N. Shawano Street New London, WI 54961

BEVERAGE OPERATOR LICENSE
Jocelyn H. Decorah C & R Waterfront
715 N. E. 3rd Street Marion, WI 54950

Amy J. Sturm The Waters
N3332 Ash Lake Trail Freedom, WI 54913
Gerald C. Voigt Sr. Half-Blonde
N2965 State Rd 47 Appleton, WI 54913

Laurie A. Slomski The Waters
2064 Pershing Rd New London, WI 54961

Kimberly S. Ebben C & R Waterfront
E8657 Crain Rd New London, WI 54961

Denise L. Clegg New London Lanes/Hilbys
E9388 Greenfield Drive New London, WI 54961

PARKS & RECREATION -
1. Minutes of September 2, 2014 were read by Way.
2. Way/Herter to approve the first reading of an Ordinance which repeals and recreates §9.161(7) Placement of Slow-No-Wake and Flood Buoys. Carried 9-0.

PLAN COMMISSION –
1. Minutes of August 21, 2014 were read by Steinhorst.

ECONOMIC DEVELOPMENT COMMITTEE -
1. Minutes of August 26, 2014 were read by Morack.

CAPITAL EQUIPMENT & PROJECTS COMMITTEE –
1. Minutes of September 3, 2014 were read by Romberg.
2. Romberg/Morack to approve list of Capital Projects items, listed below, that will be funded thru the remaining bond money borrowed April 1, 2013. Carried 9-0.

City Hall Office Move Project	$ 14,000.00
Remodel Bathrooms in City Hall Lobby	$ 12,500.00

Memorial Park Upgrades	
Camera System Upgrade	$ 5,000.00
IP Phone	$ 700.00
ADA Accessible Faucets	$ 820.00
ADA Drinking Fountains	$ 1,400.00
Pave Around Concession Stand	$ 700.00
Repave Entrance	$ 1,000.00
Police Dept. Carpet	$ 10,200.00
City Hall Carpet	$ 15,500.00
Repave McKinley Street	$ 9,700.00
Senior Center Dishwasher	$ 3,200.00
Securing Electrical Box on South Side of City Hall Property	$ 2,000.00

REPORTS & MINUTES DISTRIBUTED:

1. Housing Authority – 7/21/2014
2. Library & Museum – 8/18/2014
3 Police & Fire Commission – 8/18/2014
4. Utility – 8/5/2014 & 8/19/2014
5. Cemetery Superintendent – September Report
6. Building Inspector – September Report

Councilperson Mary Tate announced the anniversaries for the New London Fire Department: Brandon Wittig - 2 years.

Mayor –

1. Mayor Henke invited everyone to come downtown on Friday evening to attend the Wheels on Water Street event and to stop by the New London Lions Club tent for some great tasting brats and burgers.

City Administrator –

1. Kent announced that Dale Wegner has been employed by the City of New London for 36 years.
2. Encouraged everyone to attend the Wheels on Water Street as well as the Fall Family Fest on Saturday.
3. Commented that the Residential Development of the 3 -12 unit apartment buildings has been temporarily delayed as the developer is looking for a different site in the City.

Utility Manager –

1. Crews completed the Shawano Street Watermain project.
2. Hydrant flushing will begin the week of September 22nd.

3. Replacement of Watermain section on Oshkosh and S. Water Street will begin soon.
4. Steve will be attending a WPPI meeting Wednesday thru Friday.

Anniversaries: Mike Frederick – 17 years and Kevin Schramm – 24 years

Parks & Recreation Department -

1. In conjunction with Fall Family Fest the Parks & Recreation Department will be holding a 5K run. Parks & Recreation has also teamed up with the School District to offer the Bulldogs of Character Dash for all youth 12 and under.
3. Due to the Emerald Ash Borer, the DNR has quarantined Outagamie County, which will restrict any hard wood to be removed out of Outagamie County into the Waupaca County composite sites. Staff is contemplating on setting up a temporary drop site for city residents located in Outagamie County.

There being no other business, O'Connell/Barrington to adjourn. Council adjourned at 7:35 p.m.

Susan Tennie, City Clerk
September 9, 2014

CITY OF NEW LONDON
COUNCIL APPROVAL LIST
FOR THE MONTH ENDED SEPTEMBER 30, 2014

AMBULANCE SERVICE		
NEW LONDON FAMILY MEDICAL CENTER	4th qtr. ambulance subsidy	$16,950.25
TOTAL		$16,950.25
ASSESSOR - INSPECTOR		
KWIK TRIP INC	August 2014 gas - ch	$88.42
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$1,397.70
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$2.45
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$5.23
US CELLULAR	August 2014 charges	$44.19
US CELLULAR	September 2014 modem card	$22.25
WI DEPT OF ADMINISTRATION	bldg. permit seals/cards	$177.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$181.67
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$181.93
TOTAL		$2,100.84
BUILDING AND GROUNDS		
CINTAS CORPORATION #443	toilet paper/pull towel - street	$196.35
CTL COMPANY INC	exchanged soaps	($55.76)
CTL COMPANY INC	household towel rolls	$41.76
CTL COMPANY INC	soap	$214.52
G & K SERVICES GREEN BAY	uniform cleaning - b & g	$29.08
KWIK TRIP INC	August 2014 gas - b & g	$158.34
MASTER ELECTRICAL SERVICES	seal for saw	$4.38
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$4,167.03
NETWORK HEALTH PLAN	NETWORK HEALTH PLAN	($1,389.01)
STAPLES ADVANTAGE	cleaner/gloves/cups	$278.20
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$1.94
THORPE, JIM	reimburse for steel toe boots	$100.00
US CELLULAR	August 2014 charges	$28.96
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$224.66
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$232.84
TOTAL		$4,233.29
CABLE 3		
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$1,389.01
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$4.02
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$219.86
TOTAL		$1,612.89
CAPITAL EQUIPMENT		
HEARTLAND	timestar contract support	$1,450.00
HEARTLAND	time tracking contract support	$200.00
MCC INC.	concrete for playground posts	$396.00
MILLER & ASSOCIATES, INC.	playground sign - Hatten	$471.00
NIELSON COMMUNICATIONS INC	programming/batteries - PD	$1,500.00
TOTAL		$4,017.00

CAPITAL MAINTENANCE		
ADVANCE AUTO PARTS	mini bulb	$9.98
ARING EQUIPMENT EXCHANGE	misc. hardware	$33.85
ARING EQUIPMENT EXCHANGE	low beam headlight bulb	$123.75
AUTOMOTIVE SUPPLY CO.	RTV gasket maker	$32.12
AUTOMOTIVE SUPPLY CO.	gear oil	$3.75
AUTOMOTIVE SUPPLY CO.	threadlocker	$21.52
AUTOMOTIVE SUPPLY CO.	spring assortment	$4.25
AUTOMOTIVE SUPPLY CO.	battery	$79.63
AUTOMOTIVE SUPPLY CO.	red paint	$11.16
AUTOMOTIVE SUPPLY CO.	tractor muffler	$78.06
AUTOMOTIVE SUPPLY CO.	muffler clamp	$1.82
EBBENS AUTO SERVICE INC	install switch in squad 2	$128.52
EBBENS AUTO SERVICE INC	work done on squad 1	$528.90
INDUSTRIAL MARKETING	isolator, actuator bracket	$56.89
INDUSTRIAL MARKETING	wear liner	$976.84
INDUSTRIAL MARKETING	power relay, circuit breaker	$179.59
LARSEN COOP	oil for Toro mower #319	$39.78
LARSEN COOP	mix/oil for cemetery	$28.68
LARSEN COOP	chain for chain saw	$23.75
MASTER ELECTRICAL SERVICES	wiring receptacle, heat tape	$754.30
MILL-TECH MFG LLC	mower shaft	$115.00
OFFICE DEPOT CREDIT PLAN	ergonomic mouse	$74.95
OFFICE DEPOT CREDIT PLAN	wireless mouse	$118.95
OLD DOMINION BRUSH	metal exhaust hose	$318.98
PACKER CITY INTL TRUCKS INC	solenoid kit	$56.46
PC & CELL SOLUTIONS, LLC	upgrade RAM on pool computer	$79.99
POMPS TIRE SERVICE INC	repair flat on Toro #315	$24.43
POMPS TIRE SERVICE INC	maintenance on Ford Fusion	$568.00
POMPS TIRE SERVICE INC	interstate battery - PD	$145.00
R SPORTS 4 U	brake line for Polaris #307	$52.99
REINDERS INC.	filters for Toro #309	$29.88
RIESTERER & SCHNELL INC	brake kit for Gator #306	$86.60
RIESTERER & SCHNELL INC	wheel weights	$410.32
RIESTERER & SCHNELL INC	cemetery equipment maintenance	$554.47
SUPER LUBE	oil change, light/lamp replacement	$63.86
VORPAHL INC.	fire extinguisher yearly maintenance	$45.00
TOTAL		$5,862.02
CAPITAL PROJECTS		
BROMAK SALES INC	dishwasher for senior center	$3,200.00
GLOBAL MED INDUSTRIES, LLC	AEDs for city hall & library	$2,180.00
INDUSTRIAL ROOFING SERVICES INC	roof work at pool	$10,000.00
K&H CONCRETE INC	concrete slab for dog park	$1,000.00
MARIANNE'S ROOFING COMPANY LLC	replace skylights/roof at pool	$15,497.96
MCC INC.	Pine Street resurfacing	$49,289.75
MCC INC.	Douglas Street resurfacing	$14,479.20
MSA PROFESSIONAL SERVICES INC	Riverwall study - report	$2,770.80
NEW LONDON ASPHALT & SEALCOATING	work done at Memorial park	$1,898.45
NEW LONDON BUILDING SUPPLY	brackets for 4x4 - dog park	$210.00
PSI	services for future city garage	$3,577.50
RIVER EDGE SALON	reimburse for bldg. improvements	$266.70
TOTAL		$104,370.36

CELEBRATIONS		
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$2.95
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$15.76
TOTAL		$18.71
CEMETERY		
GRAICHEN SANITATION	Aug. empty container- cemetery	$75.00
JANKES STUMP REMOVAL LLC	remove 10 stumps - cemetery	$540.00
KWIK TRIP INC	August 2014 gas - cemetery	$177.04
NEW LONDON BUILDING SUPPLY	grass seed	$19.98
NEW LONDON UTILITIES	August 2014 charges	$38.15
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$2.45
WE ENERGIES	September 2014 services	$8.99
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$219.66
TOTAL		$1,081.27
CITY ADMINISTRATOR		
NEW LONDON ROTARY	rotary dues & meals	$141.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$2.45
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$8.53
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$473.24
TOTAL		$625.22
CITY GARAGE		
AUTOMOTIVE SUPPLY CO.	gasket maker, aerokroil	$32.23
CULLIGAN WATER CONDITIONING	mineral water - street	$14.20
GRAICHEN SANITATION	Aug. container service	$83.00
GRAICHEN SANITATION	Sept. container service - street	$83.00
LARSEN COOP	kerosene	$48.80
NEW LONDON BUILDING SUPPLY	shop supplies	$16.57
NEW LONDON BUILDING SUPPLY	fluorescent bulbs/AA batteries	$24.98
NEW LONDON BUILDING SUPPLY	fluorescent bulbs	$12.99
NEW LONDON BUILDING SUPPLY	fluorescent flood lights	$77.94
NEW LONDON UTILITIES	August 2014 charges	$572.88
SUPERIOR CHEMICAL CORP	hand soap	$140.33
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$11.37
US CELLULAR	August 2014 charges	$30.51
VALLEY PEST CONTROL INC	Sept. pest control - street	$14.00
WE ENERGIES	September 2014 services	$48.13
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$145.58
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$112.44
TOTAL		$1,468.95
CITY HALL		
BOY SCOUTS TROOP 59	Christmas wreath for City Hall	$74.00
BUBRICK'S	returned swivels for chairs	($43.75)
CARDMEMBER SERVICE	final payment on mail machine lease	$224.00
CULLIGAN WATER CONDITIONING	mineral water - CH	$55.00
MENARDS	entry elan lever	$49.99
NEW LONDON UTILITIES	August 2014 charges	$1,886.54
VALLEY PEST CONTROL INC	Sept. pest control - CH	$27.00
WE ENERGIES	September 2014 services	$80.74
TOTAL		$2,353.52

CLERK TREASURER		
CARDMEMBER SERVICE	hotel/meals for WMCA conference, WGFOA conference registration	$418.61
GASB	subscription renewal	$225.00
LEADERSHIP WISCONSIN	conference registration	$99.00
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$3,756.35
NEW LONDON BUYERS' GUIDE	class B license/minutes	$124.95
RADKE, JUDY	mileage for WGFOA conference	$53.76
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$54.75
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$8.10
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$548.61
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$550.47
TOTAL		$5,839.60
CURB & GUTTER		
BROCK WHITE COMPANY	diamond cut-off blade	$214.81
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$4.04
TOTAL		$218.85
DIRECTOR OF PUBLIC WORKS		
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$694.51
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$2.45
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$2.65
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$44.99
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$49.84
TOTAL		$794.44
ELECTIONS		
NEW LONDON BUYERS' GUIDE	ballot notice	$529.07
TOTAL		$529.07
ENGINEERING		
ENVIRONMENTAL SYSTEMS RESEARCH INST.	arc map renewal	$1,100.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$2.45
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$1.58
US CELLULAR	August 2014 charges	$8.94
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$357.08
TOTAL		$1,470.05
FIRE DEPARTMENT		
KWIK TRIP INC	August 2014 gas - fire	$136.03
PAUL CONWAY SHIELDS	name patch, letters	$71.50
US CELLULAR	August 2014 charges	$53.29
WSFSI	training material	$95.00
TOTAL		$355.82
INDUSTRIAL PARK EXPENSE		
NEW LONDON UTILITIES	August 2014 charges	$225.05
TOTAL		$225.05

INSURANCE		
HESS, MEHTA	wellness bingo prize	$25.00
HOERTH, CHAD	reimburse for wellness bingo prize	$50.00
MUELLER, STACY	wellness bingo prize	$25.00
NETWORK HEALTH PLAN	NETWORK HEALTH PLAN	($2.00)
STRONG, TRACY	wellness bingo prize	$100.00
TOTAL		$198.00
INTERDEPARTMENTAL SERVCS		
BUBRICK'S	lanyards for utilities	$133.35
BUBRICK'S	toner, appointment book	$111.94
BUBRICK'S	time cards	$25.12
BUBRICK'S	envelopes	$138.20
KEMPEN, MELISSA M	reimburse lodging	$70.00
KEMPEN, MELISSA M	reimburse mileage - Wausau	$92.96
MBM LEASING	copier base & supply - CH	$581.49
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$1,389.01
OFFICE DEPOT CREDIT PLAN	ink/toner	$113.99
OFFICE DEPOT CREDIT PLAN	mouse for computer	$99.99
OFFICE DEPOT CREDIT PLAN	plotter ink & paper	$63.47
PC & CELL SOLUTIONS, LLC	monthly consultant fees	$2,597.00
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$2.45
SAM'S CLUB/GECRB	misc. supplies	$329.90
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$0.80
TYLER TECHNOLOGIES	timecard import maintenance	$413.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$264.40
TOTAL		$6,427.07
LANDFILL/COMPOST		
AECOM TECHNICAL SERVICES INC	Cnty S groundwater monitoring	$240.00
TOTAL		$240.00
LIBRARY		
AMERICAN PATCHWORK & QUILTING MAGAZINE	magazine subscription	$29.97
BAKER & TAYLOR	books for library	$455.30
CARDMEMBER SERVICE	iTunes for library	$22.10
CULLIGAN WATER CONDITIONING	mineral water for library	$46.00
HYCLEAN	TV & clear sewer line	$225.00
INGRAM LIBRARY SERVICES	books for library	$968.02
KAMHOLZ, DEBRA	food/bedding for gerbils	$18.87
KAUKAUNA PUBLIC LIBRARY	missing materials payment	$30.00
KNUDSEN, JUDY	mileage to Green Bay	$44.80
LIANG, SANDY	program supplies	$10.01
MARIS ASSOCIATES	books for library	$126.67
MBM LEASING	copy machine lease - library	$118.78
MLA	conference registration - Hunt	$200.00
MMC	subscription renewal	$45.00
MUELLER, STACY	reimburse for program supplies	$81.05
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$2,376.03
NEW LONDON BUILDING SUPPLY	difference due to exchange	($0.50)
NEW LONDON BUILDING SUPPLY	sink tail piece, trap	$7.28
NEW LONDON BUILDING SUPPLY	tube for sink	$1.30
NEW LONDON BUILDING SUPPLY	wing nut	$2.59
NEW LONDON UTILITIES	August 2014 charges	$1,155.99
OUTAGAMIE-WAUPACA LIBRARY	receipt paper, barcode labels	$77.87

READER SERVICE	books for library	$23.76
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$8.94
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$4.39
VALLEY PEST CONTROL INC	Sept. pest control - library	$35.00
WE ENERGIES	September 2014 services	$23.55
WEYAUWEGA PUBLIC LIBRARY	payment for missing materials	$30.00
WI LIBRARY ASSOCIATION	3 conference registrations	$691.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$584.88
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$592.79
TOTAL		$8,036.44

MUNICIPAL COURT

CARDMEMBER SERVICE	file folders/hotel for court clerk seminar	$107.07
MARCO, INC.	copier base & supply - court	$131.00
THE PRINT SHOP	payment plan agreement forms	$20.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$37.53
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$41.39
TOTAL		$336.99

MUSEUM

CARDMEMBER SERVICE	books/gold pin backs/display board/ stanchion posts	$785.05
CROSS, CHRISTINE	reimburse for hotel	$453.36
FOX CITIES MAGAZINE	arts guide listing - museum	$50.00
MACC	annual membership	$50.00
NEW LONDON BUILDING SUPPLY	paint for exhibits	$100.96
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$2.45
SIMPSON TAXIDERMY STUDIO	roadrunner, hawk, pigeons	$525.00
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$0.69
THE PRINT SHOP	school family fun flyers	$87.00
WALMART COMMUNITY BRC	corner supplies	$7.85
WE ENERGIES	September 2014 services	$31.61
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$144.58
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$149.90
TOTAL		$2,388.45

PARK

AT&T	Sept. 2014 charges - Memorial	$37.89
BROCK WHITE COMPANY	sono tubes	$12.52
CINTAS CORPORATION #443	toilet paper/pull towel - park	$201.60
CULLIGAN WATER CONDITIONING	mineral water - park/rec	$14.20
G & K SERVICES GREEN BAY	uniform cleaning - park	$71.76
GERBER LEISURE PRODUCTS INC	replacement swing seats	$126.00
GRAICHEN SANITATION	Aug. container service	$565.00
GRAICHEN SANITATION	Sept. container service - park	$38.50
GRAICHEN SANITATION	Sept. container service	$526.50
GUYETTE, PAT	steel toe shoes reimbursement	$50.00
KWIK TRIP INC	August 2014 gas - parks	$1,024.01
KWIK TRIP INC	August 2014 gas - street	$102.71
LARSEN COOP	weed control	$185.38
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$2,778.02
NEW LONDON BUILDING SUPPLY	paint for marking trees	$7.59
NEW LONDON BUILDING SUPPLY	fluorescent bulbs	$12.98
NEW LONDON BUILDING SUPPLY	keys for shop front door	$5.37
NEW LONDON BUILDING SUPPLY	wood, joist hanger	$39.50

NEW LONDON BUILDING SUPPLY	wood for playground	$49.40
NEW LONDON BUILDING SUPPLY	pump for playground	$62.99
NEW LONDON BUILDING SUPPLY	wood	$6.78
NEW LONDON BUILDING SUPPLY	pine, sealant	$37.35
NEW LONDON BUILDING SUPPLY	window & door sealant	$11.98
NEW LONDON UTILITIES	August 2014 charges	$2,845.92
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$7.35
RICES GREENHOUSES INC	2 mum plants	$30.00
SUMMIT SUPPLY CORP OF COLORADO	bags for dog station on trails	$104.00
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$4.21
US CELLULAR	August 2014 charges	$14.60
VALLEY PEST CONTROL INC	Sept. pest control - park	$14.00
WE ENERGIES	September 2014 services	$23.24
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$425.77
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$406.90
WOLFRATHS NURSERY	mulch for flower beds	$115.80
TOTAL		$9,959.82

POLICE

AT&T	September 2014 charges - PD	$78.68
BATTERY HUB	batteries for PD	$418.22
CARDMEMBER SERVICE	clips for camera/12 month starter package/ postage/diesel for response vehicle	$2,646.22
CHARTER COMMUNICATIONS	phone charges - PD	$38.83
CUSTOM SERVICE INFORMATION, LLC	payment for policy book	$500.00
FIELDS, CASEY	reimburse for training lunches	$70.59
GREGORY, CHRISTOPHER	reimburse for meals	$66.94
KWIK TRIP INC	August 2014 gas - police	$2,128.12
LANGUAGE LINE SERVICES	over-the-phone interpretation	$3.21
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$12,592.61
NEW LONDON UTILITIES	August 2014 charges	$1,752.25
OUTAGAMIE CNTY TREASURER	token software maintenance - PD	$163.20
QUILL CORPORATION	office supplies - PD	$179.93
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$46.55
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$20.74
THE PRINT SHOP	receipt books - PD	$200.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	person searches for September	$4.25
UNITEL	problems with PD Oaisys server	$133.50
US CELLULAR	Aug. 2014 non squad/air cards	$536.48
US CELLULAR	August 2014 charges - police	$30.35
WALMART COMMUNITY BRC	Bluetooth, DVDs/CDs, supplies	$157.34
WE ENERGIES	September 2014 services	$267.10
WI DEPARTMENT OF TRANSPORTATION	parking ticket processing	$300.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$270.47
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$293.20
WI RETIREMENT SYSTEM	RETIREMENT POLICE SWORN	$4,363.01
WI RETIREMENT SYSTEM	RETIREMENT POLICE SWORN	$4,630.69
WOLF RIVER VET CLINIC INC	boarding feline	$126.00
WOLF RIVER VET CLINIC INC	euthanasia/cremation	$55.00
WOLF RIVER VET CLINIC INC	boarding canine	$84.00
TOTAL		$32,157.48

POLICE UNIFORMS

CARDMEMBER SERVICE	shirts for Carson	$61.96
TOTAL		$61.96

PRINCIPAL		
WPPI ENERGY	monthly loan payment	$569.19
TOTAL		$569.19
RECREATION		
CARDMEMBER SERVICE	program supplies/WPRA tickets postage	$445.42
FESTIVAL FOODS	program supplies	$9.03
KWIK TRIP INC	August 2014 gas - rec	$94.51
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$2,577.02
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$7.35
TEAM OUTFITTERS, INC	shirts for New London Run 14	$695.35
US CELLULAR	August 2014 charges	$118.10
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$317.80
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$322.65
WOLF RIVER EXPO SERVICES LLC	20' x 20' tent	$275.00
WPRA	conference & trade show - Arndt	$380.00
TOTAL		$5,242.23
REFUSE COLLECTION		
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$12.17
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$20.53
TOTAL		$32.70
SANITARY MAINTENANCE		
FERGUSON WATERWORKS	replace manhole casting/cover	$278.57
NEW LONDON UTILITIES	August 2014 charges	$490.30
VISU-SEWER, INC.	sewer lining - mains	$37,426.91
VISU-SEWER, INC.	lateral connection sealing	$8,835.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$74.71
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$58.85
TOTAL		$47,164.34
SENIOR BUS SERVICE		
KWIK TRIP INC	August 2014 gas - buses	$638.34
US CELLULAR	August 2014 charges	$1.07
TOTAL		$639.41
SEWAGE PLANT		
AIRGAS USA, LLC	torch gas renewal	$157.50
BADGER LAB & ENG CO, INC	ammonia nitrogen sample	$17.00
BERG-JOHNSON ASSOCIATES, INC.	pulsar flow meter/transducer	$1,727.85
BUMPER TO BUMPER/DBA	powerated belts	$29.97
CRANE ENGINEERING SALES INC	install new transfer pump	$16,741.86
CRANE ENGINEERING SALES INC	repair aeration tank, grating	$15,546.00
DEPT OF NATURAL RESOURCES	register for certification exam	$75.00
FASTENAL COMPANY	misc. bolts for sludge pump	$162.83
G & K SERVICES GREEN BAY	uniform cleaning - wwtp	$66.68
GRAICHEN SANITATION	Aug. container service	$63.50
GRAICHEN SANITATION	Sept. container service - wwtp	$63.50
HYDRITE CHEMICAL CO.	sodium hypochlorite	$1,147.60
KEMIRA WATER SOLUTIONS, INC	ferric chloride solution	$5,998.07
KWIK TRIP INC	August 2014 gas - wwtp	$72.36

LAKE AND POND SOLUTIONS LLC	air filters for pond	$214.83
LARSEN COOP	lab supplies	$7.98
MIKE KLATT PLUMBING & HEATING LLC	fix eyewash station/clean sink	$1,525.00
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$1,389.01
NEW LONDON BUILDING SUPPLY	misc. hardware, door pull	$15.98
NEW LONDON BUILDING SUPPLY	clamp	$3.38
NEW LONDON BUILDING SUPPLY	adapter	$0.79
NEW LONDON UTILITIES	Aug. 2014 large power billing	$5,411.44
NEW LONDON UTILITIES	August 2014 charges	$95.75
NEW LONDON UTILITIES	July/Aug 2014 metering charges	$18,600.00
NORTH CENTRAL LABORATORIES	lab supplies	$441.31
NORTH SHORE ANALYTICAL, INC	quarterly mercury samples	$205.00
PLACH	WWTP truck maintenance	$296.45
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$4.90
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$1.39
US CELLULAR	August 2014 charges	$6.44
VALLEY PEST CONTROL INC	Sept. pest control - wwtp	$26.00
WALMART COMMUNITY BRC	spray paint/tape/supplies	$140.58
WE ENERGIES	September 2014 services	$285.06
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$283.48
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$285.66
WILLIAM/REID LTD LLC	phosphorus analyzer reagents	$1,475.00
WWOA	conference registration fee	$170.00
ZORO TOOLS, INC	power luber/DO meter enclosure	$535.78
ZORO TOOLS, INC	wrench	$26.39
TOTAL		$73,317.32
STAND-BY		
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$51.35
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$36.14
TOTAL		$87.49
STORM SEWERS		
MCC INC.	breaker for ditches	$197.95
MCC INC.	rebar to construct a grate	$20.00
MID-STATE ASPHALT LLC	patches for catch basins	$1,844.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$89.78
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$30.38
TOTAL		$2,182.11
STREET CLEANING		
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$39.55
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$76.25
TOTAL		$115.80
STREET DEPT FRINGE BENEFT		
NETWORK HEALTH PLAN	NETWORK HEALTH PLAN	$3,252.23
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$14.70
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$155.37
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$110.18
TOTAL		$3,532.48

STREET MACHINERY		
DAWN CHEMICAL CORP.	quick dry solvent cleaner	$113.34
G & K SERVICES GREEN BAY	uniform cleaning - street	$111.22
KWIK TRIP INC	August 2014 gas - pw	$1,883.42
KWIK TRIP INC	August 2014 gas - street	$102.71
NORTHERN SAFETY CO INC	ear plugs, safety glasses	$131.96
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$76.14
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$68.54
TOTAL		$2,487.33
STREET REPAIR & CONST.		
K&H CONCRETE INC	6 curb replacements within the city	$3,200.00
MID-STATE ASPHALT LLC	patches for asphalt pavement	$3,686.00
NEW LONDON ASPHALT & SEALCOATING	work done on Lima St.	$1,132.00
WAUPACA CNTY HIGHWAY DEPT	asphalt patch	$87.78
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$31.70
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$46.20
TOTAL		$8,183.68
STREET SIGNS & MARKINGS		
TAPCO	street name signs	$1,314.80
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$83.38
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$127.58
TOTAL		$1,525.76
STREET SUPERVISION		
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$1,389.01
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$2.45
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$5.59
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$292.60
TOTAL		$1,689.65
STREET TREE MAINTENANCE		
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$52.35
TOTAL		$52.35
SWIMMING POOL		
CARDMEMBER SERVICE	dish network, wire guard back mount	$135.00
CINTAS CORPORATION #443	toilet paper/pull towel - pool	$132.72
CTL COMPANY INC	wet task wipers - pool	$95.40
GRAICHEN SANITATION	Aug. container service - pool	$48.00
GRAICHEN SANITATION	Sept. container service - pool	$48.00
MARTINSON, JULIA	AOAP membership	$40.00
MBM LEASING	copier base & supply - pool	$51.52
MGL FITNESS INC	replacement kit	$209.51
NETWORK HEALTH PLAN	HEALTH INSURANCE BILLING	$1,882.52
NEW LONDON BUILDING SUPPLY	misc. hardware	$31.95
NEW LONDON BUILDING SUPPLY	pine, post base	$55.43
NEW LONDON BUILDING SUPPLY	thermostat, heavy duty staples	$27.48
NEW LONDON UTILITIES	August 2014 charges	$3,479.84
RELIANCE STANDARD LIFE INS CO	RELIANCE STANDARD LIFE INS CO	$4.90
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$3.07
VALLEY PEST CONTROL INC	treat/dust for bees nest at pool	$50.00

WAUSAU CHEMICAL CORP	chemicals	$979.15
WE ENERGIES	September 2014 services	$820.16
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$213.77
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$223.33
TOTAL		$8,531.75
TRAFFIC CTL & STREET LTG		
NEW LONDON UTILITIES	August 2014 charges	$7,818.03
NEW LONDON UTILITIES	reimburse for Tapco bill	$250.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$1.14
TOTAL		$8,069.17
UNEMPLOYMENT COMP		
DWD-UI	August unemployment charges	$1,284.00
TOTAL		$1,284.00
WASHINGTON CENTER		
ARNDT, GINGER	wrong card used for purchase	$48.02
BROMAK SALES INC	supplies for senior center	$165.00
CINTAS CORPORATION #443	toilet paper/pull towel - sr. center	$39.69
MASTER ELECTRICAL SERVICES	breaker, breaker blank	$9.00
MBM LEASING	copier base & supply - sr. center	$171.60
NEW LONDON CHAMBER OF COMMERCE	chamber bucks	$40.00
NEW LONDON UTILITIES	August 2014 charges	$507.34
THE MINNESOTA LIFE INS CO	THE MINNESOTA LIFE INS CO	$0.97
VALLEY PEST CONTROL INC	Sept. pest control - sr. center	$13.00
WALMART COMMUNITY BRC	batteries/labels/folders	$25.79
WE ENERGIES	September 2014 services	$61.07
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$117.54
TOTAL		$1,199.02
WASHINGTON CENTER GYM		
CARDMEMBER SERVICE	department supplies	$113.09
FESTIVAL FOODS	cups	$8.49
LA FORCE	replacement latch	$298.80
LA FORCE	fix latch retraction issues	$270.00
NEW LONDON BUILDING SUPPLY	hardware	$5.48
NEW LONDON UTILITIES	August 2014 charges	$749.54
US CELLULAR	August 2014 charges	$0.51
WE ENERGIES	September 2014 services	$11.11
TOTAL		$1,457.02
WEED CUTTING		
MID-STATE ASPHALT LLC	weed cutting	$245.00
WI RETIREMENT SYSTEM	RETIREMENT GENERAL	$6.73
TOTAL		$251.73
WEIGHTS & MEASURES		
CITY OF APPLETON	Sept. 2014 weights & measures	$583.66
TOTAL		$583.66

OVERALL TOTAL	$382,131.60
FUND TOTALS	
GENERAL FUND	$146,831.37
CAPITAL PROJECTS FUND	$114,249.38
WWTP FUND	$120,481.66
DEBT SERVICE FUND	$569.19
SUBTOTAL	$382,131.60
GROSS PAYROLL	$291,434.73
****GRAND TOTAL	$673,566.33
	$39,639.05
TOTAL HEALTH INSURANCE	$19,076.98
TOTAL RETIREMENT	

CITY OF NEW LONDON
MINUTES OF BOARD OF PUBLIC WORKS MEETING
Monday, October 6, 2014

Members Present: Chairman Mike Barrington, Dennis Herter, Bob Besaw, Lori Dean, and Ron Steinhorst

Members Absent: None

Others Present: Jeff Bodoh, Public Works Director
Kent Hager, City Administrator
Gary Henke, Mayor
John Romberg, Alderperson
Tom O'Connell, Alderperson
Ben Greuel, WWTP Chief Operator
Janet Searl, Administrative Assistant
John Faucher

1. Chairman Barrington called the meeting to order at 4:30 p.m. with a quorum present.

   Motion by Steinhorst / Dean to approve the agenda as presented. Five voting aye. Motion carried.

2. WWTP Update. Ben explained his requests for several equipment purchases. He received three quotes for roof replacement at the plant for the spring of 2015. Ben recommends accepting the quote from SPS Roofing Systems.

   Motion by Dean / Steinhorst to approve the quote from SPS Roofing Systems in the amount of $24,000. Five voting aye. Motion carried.

   Ben received a new quote on an emergency generator that is better sized for the city's needs. He also presented a quote for manual transfer switches.

   Motion Besaw / Herter to approve the quote from Total Energy Systems, LLC for an emergency generator and the quote from Faith Technologies, Inc. for installing manual transfer switches and a cord for the generator for a total of $46,138.00. Five voting aye. Motion carried.

   The 2001 Dodge is in need of replacement. Ben provided quotes from Plach Automotive & Frick Ford, plus a quote for a bumper crane, locking lid, and cam lock outrigger leg from Monroe Truck.

   Motion Steinhorst / Herter to approve the purchase of a Chevrolet Silverado from Plach Automotive for $20,842.00, and the purchase of a bumper crane, locking lid, and cam lock outrigger leg from Monroe Truck Equipment for $5,957.00. Five voting aye. Motion carried.

3. Snow Removal for Parking Lots and Alleys. Bodoh received two bids for removing snow in city parking lots and alleys. After checking references, Bodoh recommended Mid-State Asphalt.

Motion Dean / Besaw to recommend to Council to approve the proposal from Mid-State Asphalt for Parking Lot & Alley Snow Removal. Five voting aye. Motion carried.

4. Snow Removal for Neglected Sidewalks. Bodoh recommended the proposal from Bob & Dave's Lawn and Landscape.

   Motion Besaw / Dean to recommend to Council to approve the proposal from Bob & Dave's Lawn and Landscape for Snow Removal for Neglected Sidewalks. Five voting aye. Motion carried.

5. McKinley Street Paving Proposal. Only one bid was submitted and that was considerably higher than the amount Bodoh estimated for the project. He recommends putting the project out for bid again in the spring.

6. Street/Parks Superintendent Job Description. The job description was revised in September to update some of the park responsibilities. After the first of the year we will begin the process to find a replacement.

7. South Water Street Storm Sewer. This project was coordinated with a water main project completed by New London Utilities. There was a complaint last fall from the owner of 121 E. Wolf River Avenue about flooding; this should alleviate the problem.

8. Monthly Report of the Director/Other Matters. There were no questions on the Director's report. O'Connell asked if there was an estimate of additional costs for fill at the new garage site; Bodoh has not received one yet. There was a question about residents in Outagamie County not being able to place brush at our dump sites in Waupaca County. There is a spot set up in the Industrial Park for them to take their brush; no one had used it when Bodoh last checked.

9. Motion by Besaw to adjourn the meeting at 5:02 p.m., second by Dean. Motion carried by all.

Jeffrey Bodoh
Director of Public Works

CITY OF NEW LONDON
DEPARTMENT OF PUBLIC WORKS
215 NORTH SHAWANO STREET
NEW LONDON, WISCONSIN 54961
PHONE: (920) 982-8503
FAX: (920) 982-8665
Website: www.newlondonwi.org

October 6, 2014 Board of Public Works Meeting

1. Adoption of the Agenda

2. Wastewater Treatment Plant Update – Presented by Ben Greuel, WWTP Chief Operator. He will review the plant operations for the month of September and upcoming events at the WWTP.

3. Aprove the Winter 2014/2015 Snow Removal Services for Parking Lots and Alleys proposal – This is a proposal for snow removal for the City owned parking lots and alleys. There were two bidders, Woods Sewer and Excavating and Mid-State Asphalt, both from New London. The low bidder for this work was Mid-State Asphalt, New London. The proposed hourly equipment rates are:

	Wood Sewer	Mid-State
Frontend Loader	$110	$90
Utility tractor/skid steer	$90	$75
Dump Truck with plow	$90	N/A
Pickup Truck with plow	$67	$60

I recommend approving Mid-State Asphalt's proposal for parking lot and alley snow removal.

4. Approve the Winter 2014/2015 Snow Removal Services for Neglected Sidewalk proposal - This is a proposal for snow removal for neglected sidewalks (foreclosures or owner neglect). The low bidder for this work was Bob and Dave's Lawn and Landscape, Kaukauna. Their proposal was $55 for the first 100 feet of snow removal per location and $2 per foot over 100 feet. I would recommend approving Bob and Dave's Lawn and Landscape for sidewalk snow removal.

5. Approve the proposal for the 2014 McKinley Street Asphalt Paving – This proposal for asphalt paving is to fix the current grade on a 150 foot section of McKinley Street just north of North Water. This grade issue was noticed after the parking lot entrance was installed. We sent out three proposal packets and had only one bid returned. The bid total, $12,975, was $3,200 more than my estimate. Currently many paving contractors are very busy which is why only one contractor bid and the bid was high. I would recommend rebidding this project in early Spring when contractors are starting to look for work.

6. Review the Street/Park Superintendent's job description – Last month we discussed options for filling the Street/Park Superintendents position when Dan Neely retires. Both the Board of Public Works and the Parks Committee asked that Chad and I bring this job description to the next meetings for the Board/Committee to review.

7. Update on the South Water Street storm sewer - This issue was brought to the Board of Public Works last October by the owner of 121 E. Wolf River Avenue (flooded basement). In May 2014 I found out the Utilities were going to install a new water main in South Water and asked if the storm sewer could be included in the water main project. At the June 2014 Board meeting the Board approved adding the storm sewer to the water main project, at that time the Utility was not sure if they were going to do the water main project this fall or the Spring of 2015. Last month the Utilities decided to go ahead with the project. The project started on September 29th and the storm sewer was installed on October 1st.

8. Monthly Report of the Director and Other Matters

Meeting Minutes

Finance & Personnel Committee

Tuesday – October 7, 2014 - 4:30 p.m. Council Chambers

Members present: Romberg, Barrington, O'Connell, Morack and Tate.

Also present: Mayor Henke, Administrator Hager, Treasurer Radke, Alderman Bob Besaw, Alderman Ron Steinhorst, Alderman Dennis Herter, Barb Gabrielson, Grant Administrator for BG & Associates (out 4:38), City Attorney Earl Luaders, and Louie Lange, President of Commonwealth Development (out 5:01).

1. The meeting was called to order by Chairman Romberg. Motion made by Morack and seconded by O'Connell to approve the amended agenda. Carried 5-0.

2. Barb Gabrielson, Grant Administrator for BG & Associates reviewed the contract renewal to administer the Community Development Block Grant housing rehabilitation program for the City of New London. A motion was made by Morack and seconded by Tate to recommend to council approval of the contract to include language that the contract has a term of three years. Carried 5-0.

3. The Committee next considered a proposal from Commonwealth Development Corporation to acquire the City owned land next to the former Simmons parking lot property on Beacon Avenue. All of this land is in an Environmental Remediation TIF District. Commonwealth is interested in building 40 cottage-style, two and three-bedroom apartments on the property. Since the Environmental Remediation TIF is in place, the revenue generated by the increase in property taxes due to the new development on the property south of Beacon Avenue would go back into the City's General Fund to reimburse the City for the expenses incurred to clean up the property. Motion made by O'Connell and seconded by Morack to recommend to council the sale of the City owned land adjacent to the old Simmons parking lot property for the offered price of $10,000 contingent on the provisions laid out in the offer to purchase. Carried 5-0.

4. City Attorney Luaders discussed the City's participation in the bidding for the Spirtas tax delinquent parcels. It was Attorney Luaders recommendation that the City not participate in the bidding process. The Committee agreed with the Municipal Attorney's recommendation.

5. City Attorney Luaders discussed the procedures that could be followed with respect to the Outagamie County Circuit court case EJ Spiritas New London, LLC vs City of New London. At one time, the lawsuit was put on hold pending the sale of land. Since the attorney representing the City in this case joined the same law firm as the attorney representing Spirtas, a change in legal representation appears to be necessary. Attorney Luaders is waiting for a call back from the law firm to discuss the option of a

dismissal of the law suit. In the Municipal Attorney's opinion, following up with a counter suit is not advised at this time. The Committee agreed.

6. A motion was made by Morack and seconded by Tate to recommend to council adoption of the revised Family Medical Leave Act policy. Carried 5-0.

7. Administrator Report and the Budget Reports were discussed.

8. There being no further business, Barrington/O'Connell to adjourn. Committee adjourned at 5:16 p.m.

Judy M. Radke, Treasurer
10-7-2014

Agreement by and Between
City of New London and BG& Associates

The City of New London and BG & Associates mutually agree to continue the administration of the housing RLF in the City of New London that previous work tasks have been assigned by GAI consultants.

BG& Associates will adhere to the most current policies, procedures, and practices set forth by the Department of Administration, Division of Housing.

This will include, but not limited to:
Application intake, assessment of work, work write up, contractor qualifications, working with homeowner and contractor, historical reviews, closings, working with building inspector with permits, assessing work, obtaining invoices from contractors, payments, lead clearances, abiding by the new asbestos and risk assessment rules set forth by the Division of Housing. Keeping of the journals and preparing Satisfactions of Mortgage.

BG& Associates will also work closely with other agencies and Regions. Annual reports will be submitted to the Department of Housing as required.

Checks will be prepared and signed by city. Closed out files will be kept in the city.

Prices will remain the same as was with GAI Consultants:
15% of project costs, $250 initial assessment; $225 final assessment; $100 document fee; $220 lead clearances. Interim assessments will be done, as necessary.

BG& Associates is fully insured, has the most recent training with the Division of Housing, and carries all the necessary certificates to continue administrating the current housing RLF.

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing, signed by each party or an authorized representative of each Party.

The term of this Agreement will be for 3-years beginning on October 15, 2014 and will remain in full force and effect until October 15, 2017.

Gary Henke, Mayor	Date
Barbara J. Gabrielson, Owner	Date

September 3, 2014
City of New London
Mr. Kent Hager
215 N. Shawano Street
New London, WI 54961

Dear Mr. Hager,

I am writing to express our interest in acquiring parcel #333039900 from the City of New London for a purchase price of $10,000. The property is adjacent to parcel # 333039901, and we also have parcels # 333001900, 333002000, and 333002100 in the surrounding area under contract. I have attached a map showing the parcels we have under contract (outlined in red) and the city-owned parcel (outlined in yellow). Including the city-owned parcel, the parcels total approximately 6.43 acres and the city-owned parcel is 1.88 acres. As you know, we would like to redevelop the former Simmons manufacturing site to allow for 40 cottage-style apartment units on the 6.43 acres. In order to allow for our use the property will have to be rezoned. Our plan calls for cottage-style buildings with individual entries and attached garages to provide a smooth transition from the surrounding residential to industrial uses. We believe our project is a very appropriate use for the site and will help to clean-up an area of the city that has been neglected for some time, while providing a high-quality housing option that will benefit the surrounding neighborhood.

Our current development plans call for a mix of 2 and 3-bedroom apartment units with approximately 16 units running along the northern portion of Beacon Avenue and 24 units on the parcels south of Beacon. The layout south and north of Beacon are very preliminary and the number of units on either side of Beacon Avenue may change. For the land south of Beacon Avenue, that we are proposing to combine with a Certified Survey Map, we have estimated an annual stabilized property value of $490,000 with property taxes of $11,500 from the proposed 24 units, based on assumptions from New London's mill rate and assessment ratio. While we are confident that there is a strong market in New London for 2 and 3-bedroom family apartments, we still have not received a Market Study from a third-party market analyst and want to remind the city that our unit breakdown and rents could change, which could change our preliminary estimates of value.

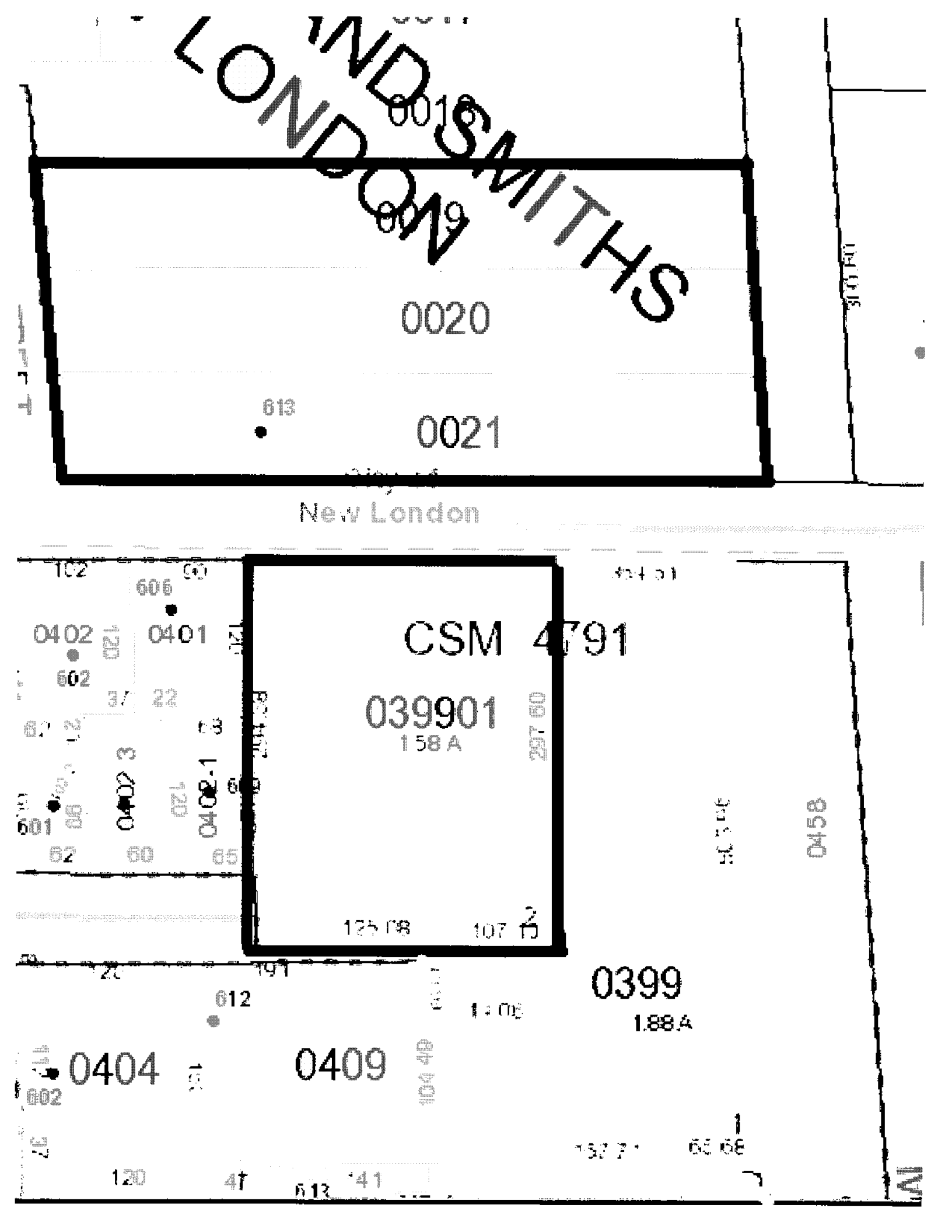
Walking distance from New London Library, Franklin Park, many restaurants, and the downtown, our project will provide close access to many of the great amenities that New London has to offer. Situated adjacent to a residential neighborhood, and a few steps away from the Wolf River, the apartment units will provide an opportunity for our tenants to stay connected to the heart of New London, while providing a serene location for them to call home. Our cottage-style units are ideal for providing a low-density multifamily option, while offering the look and feel of single-family homes. We are excited for the opportunity to redevelop the site that has sat vacant and underutilized for many years. We look forward to working with the City of New London.

Sincerely,

Kevin McDonell

54 East First Street · Fond du Lac, WI 54935 · (920) 922-8170 · Fax: (920) 922-8171

www.commonwealthco.net



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Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

REINHART BOERNER VAN DEUREN
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-15 COMMERCIAL OFFER TO PURCHASE

~~LICENSEE DRAFTING THIS OFFER ON~~ September 9, 2014 [DATE] ~~IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, Commonwealth Development Corporation of America and/or assigns, offers to purchase the Property known as [Street Address] Tax Key No. 333039900 in the City of New London, County of Outagamie, Wisconsin (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

- PURCHASE PRICE: Ten Thousand Dollars ($ 10,000.00).
- EARNEST MONEY of $ 500.00 ~~accompanies this Offer and earnest money of $~~ will be mailed, or commercially or personally delivered within 5 days of acceptance ~~to listing broker or~~ title company.
- THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
- INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 20-22, and the following additional items:

All personal property included in purchase price will be transferred by bill of sale or

- NOT INCLUDED IN PURCHASE PRICE:

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded by Seller or which are rented and will continue to be owned by the lessor.
NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before October 17, 2014. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
Seller's recipient for delivery (optional):
Buyer's recipient for delivery (optional): Marissa Downs
[X] (2) Fax: fax transmission of the document or written notice to the following telephone number:
Seller: ( ) Buyer: (920) 922-8171
[ ] (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
[X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
Delivery address for Seller:
Delivery address for Buyer: 54 East First Street, Fond du Lac, WI 54935
[ ] (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
E-Mail address for Seller (optional):
E-Mail address for Buyer (optional):

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

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

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

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

CLOSING This transaction is to be closed no later than See Rider _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none _____

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

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

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

[X] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

[ ] Current assessment times current mill rate (current means as of the date of closing)

[ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

[ ] _____.

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____. Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

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

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

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: none _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

_____

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

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

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

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

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

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ _____ [CHECK ALL THAT APPLY], for the Property for its proposed use described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

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

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

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

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

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: [CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]

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

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

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

☐ Rent roll.

☐ Other _____

_____.

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

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

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

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

DEFINITIONS

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

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

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

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

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

(Definitions Continued on page 6)

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

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

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

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES _____

DEFINITIONS CONTINUED FROM PAGE 4

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

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

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

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

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

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

EARNEST MONEY

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

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

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

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

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller** shall convey the **Property by warranty deed** ~~**(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)**~~ free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

_____

_____

_____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

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

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

If Buyer defaults, Seller may:

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

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

If Seller defaults, Buyer may:

(1) sue for specific performance; or _____ the Buyer

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

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

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

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

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

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

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

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

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

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

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

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

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

450 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.
461 ■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).
464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
465 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.
471 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.
479 ☒ **ADDENDA:** The attached Rider is/are made part of this Offer.
480 This Offer was drafted by [Licensee and Firm] Robert W. Habich, Reinhart Boerner Van Deuren s.c.
481 _____ on 09/09/2014
482 Buyer Entity Name (if any): Commonwealth Development Corporation of America and/or assigns
483 (X) _____ 9/10/14
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Louie A. Lange III, President Date ▲
485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
488 _____ Broker (By) _____
489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
492 Seller Entity Name (if any): The City of New London
493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.
499 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

RIDER TO WB-15 OFFER TO PURCHASE

The following terms and conditions of this RIDER TO WB-15 OFFER TO PURCHASE ("Rider") are made a part of the attached, completed WB-15 Offer to Purchase form (the "Form") for the real property identified in Section 1 of this Rider (the "Property"), by and between the undersigned buyer ("Buyer") and the undersigned seller ("Seller"). In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the remaining portions of the Form, the terms of this Rider shall control. The Form and this Rider are hereinafter collectively referred to as this "Offer."

1. Property Description. The term "Property" shall include the property described as Tax Key Number 333039900 in the City of New London, Wisconsin, and the land, improvements, fixtures, easements, licenses, permits and all other rights, title and interest appurtenant and otherwise relating thereto.

2. Disclosure Information. Within 30 days of Acceptance, Seller shall deliver to Buyer, or cause its engineers or other staff to deliver to Buyer, to the extent in Seller's possession, copies of any and all written leases, contracts, environmental reports and filings, surveys, test results, title evidence, engineering data, soil and geotechnical tests, plans, documentation relating to public infrastructure, services or utilities, tax credit documentation and all other information, documents and materials relating to the Property that may be relevant to a reasonable buyer's decision to purchase the Property or relevant to the terms of such purchase (collectively, the "Disclosure Information"). Seller shall deliver to Buyer any additional or supplemental documents or information relating to the Disclosure Information as the same becomes available and shall promptly provide written notice describing the information to Buyer if any such information becomes available to Seller.

3. Conditions/Contingencies to Buyer's Obligation to Close. In addition to any and all other conditions and contingencies in this Offer, Buyer's obligations under this Offer are contingent and conditioned upon the occurrence of all of the following within the applicable time period:

3.1 On or before December 31, 2014, Buyer reviewing and approving all of the Disclosure Information.

3.2 Buyer shall obtain, at Seller's cost, the title commitment required by this Offer (the "Title Commitment"). The Title Commitment shall be issued by a licensed title company underwriter selected by Buyer, in Buyer's sole discretion (the "Title Company"). In addition to any and all other conditions and contingencies in this Offer, Buyer's obligation to close this transaction is hereby conditioned and made contingent upon Buyer, prior to Closing, reviewing and approving, in Buyer's sole discretion, all encumbrances, exceptions, requirements, terms, conditions and other matters contained in or disclosed by the Title Commitment; Buyer obtaining, at Buyer's cost, any and all additional endorsements and modifications to the Title Commitment required by Buyer, in Buyer's sole discretion; and Buyer obtaining a closing "mark-up" of the Title Commitment creating a legally binding policy of title insurance with Buyer and, if applicable, Buyer's lender(s) as the insured(s). If, prior to Closing, Buyer discovers any condition of title not acceptable to Buyer, in Buyer's sole discretion (hereinafter referred to as a "Title Defect"), Buyer shall notify Seller of same and Seller shall exercise its best reasonable efforts to correct such Title Defect. If the Title Defect cannot be corrected in a manner acceptable to Buyer, in Buyer's sole discretion, prior to the date set for Closing despite Seller's best efforts, Buyer may, at its option: (i) terminate this Offer, in which case all earnest money shall be returned to Buyer immediately; or (ii) accept title to the Property subject to such Title Defect and proceed to Closing with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount.

3.3 On or before August 31, 2015, Buyer obtaining, at Buyer's expense, written environmental assessments and/or evaluations of the Property (including "Phase I" assessments and, if Buyer deems necessary, "Phase II" assessments, including laboratory testing of soil, water and other substances) from qualified environmental consultants of Buyer's choice, confirming that: (i) the Property complies with all environmental laws, rules, regulations, orders or restrictions ("Environmental Laws"); (ii) there are no liabilities (contingent or otherwise) affecting the Property arising under any Environmental Laws; (iii) there are no underground or aboveground storage tanks, associated pipes or equipment located on or at the Property; (iv) there are no Hazardous

Substances (as that term is used in any Environmental Laws) on, under, at, in or migrating to or from the Property; (v) no portion of the Property has been designated as wetland, shoreland, floodplain or conservancy land; and (vi) no portion of the Property has been filled.

3.4 On or before August 31, 2015, Buyer obtaining, at Buyer's expense, a survey of the Property prepared in accordance the terms and conditions of this Offer (the "Survey"). Without limitation, the Survey shall: be prepared in accordance with all current and applicable ALTA/ACSM Land Title requirements, standards and procedures; be prepared by a licensed, insured and qualified surveyor selected by Buyer; be certified to Buyer, Buyer's lender(s) and the title company; include all Table A requirements, except Item 5 & 10(b) of Table A; show and disclose no Defects, no encroachments onto the Property or over the boundaries of the Property, and no easements or other matters that would affect Buyer's intended use of the Property; be sufficient to remove the standard title exceptions relating to surveys without adding any new exceptions.

3.5 On or before February 1, 2015, Buyer verifying to Buyer's satisfaction that the Property is suitable in all respects for Buyer's intended use of the Property and/or Buyer performing, or Buyer verifying to Buyer's satisfaction that Buyer will be able to perform, any and all actions required to make the Property suitable for Buyer's intended use of the Property, including, but not limited to, the following: Buyer verifying to Buyer's satisfaction that all applicable public and private laws, rules, standards, covenants and requirements, including, without limitation, all zoning, subdivision, building and use restrictions and all easements and matters of record, are consistent with Buyer's intended use of the Property; Buyer obtaining, or Buyer verifying to Buyer's satisfaction that Buyer will be able to obtain, all public and private permits, certificates and other approvals and all variances, exemptions, waivers, zoning changes and land divisions required for Buyer's intended use of the Property.

3.6 Buyer's receipt of a low income housing tax credit ("LIHTC") reservation from the Wisconsin Housing and Economic Development Authority ("WHEDA") for the renovation or redevelopment of the Property. If the LIHTC reservation is not received within one hundred eighty (180) days of WHEDA accepting Buyer's application for review, this Offer shall be null and void and all earnest money shall be returned to Buyer. Seller acknowledges that WHEDA intends to accept project applications on January 31, 2015 and announce reservations ("Reservation") on or about April 15, 2015, but in no event later than May 31, 2015. In the event Buyer fails to submit its application to WHEDA prior to the published deadline (as published on www.wheda.com), for any reason other than a Seller default, or the non-satisfaction of any of the contingencies contained in this Section 3, the Offer shall be null and void and all earnest money shall be paid to Seller. In the event that Buyer is unable to obtain a commitment for an equity investment from a tax credit investor on terms that are satisfactory to Buyer, in Buyer's sole discretion and in an amount sufficient for Buyer's intended use of the Property, within ninety (90) days after receiving a Reservation from WHEDA, despite Buyer's best reasonable efforts, this Offer shall be null and void and all earnest money shall be returned to Buyer.

4. Right of Entry. Seller hereby grants Buyer, its employees, agents, designees, contractors and subcontractors an irrevocable license to enter the Property for the purpose of conducting such tests and inspections as Buyer deems necessary, in Buyer's sole discretion, for the purposes of satisfying Buyer's contingencies set forth in this Offer. This license shall expire upon the expiration of all applicable contingencies. Buyer hereby agrees to indemnify Seller and agrees to hold the Seller harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property (except to the extent such claim, action, damages, liability or expense is attributable to the negligence or willful act of the Seller) or by reason of any breach or default by the Buyer in the performance of any term of this Offer relating to the Buyer's inspections and/or testing of the Property.

5. Cooperation. Buyer and Seller agree to cooperate in good faith in attempting to satisfy all of Buyer's conditions and contingencies described in this Offer. Buyer may terminate this Offer by giving written notice to Seller at any time prior to the expiration of such contingencies. Upon such termination, this Offer shall be null and void and all earnest money shall be refunded to Buyer.

6. Closing Documents and Requirements. At Closing, Seller shall deliver the following closing documents pursuant to the following terms and conditions:

6.1 Deed. Seller shall convey the Property by good and sufficient general warranty deed as required by this Offer.

6.2 Assignment of Rights, Contracts, Permits, Licenses and Approvals. Seller shall deliver to Buyer an assignment of all of Seller's rights, title and interest relating to the Property, including, but not limited to, any and all leases, contracts, plans, certificates, licenses, permits, authorizations and approvals relating to the Property.

6.3 Voting Records/Corporate Minutes. Seller shall provide Buyer with a certified copy of the Seller's voting records and/or minutes and other evidence satisfactory to Buyer and the title insurance company evidencing Seller's authority to execute this Offer and to sell the Property to Buyer pursuant to the terms hereof.

6.4 Lien Waivers. Seller shall deliver an affidavit to the title company at Closing regarding possession rights relating to the Property and stating that all work performed or materials furnished for the Property have been fully paid for and Seller shall provide Buyer with appropriate lien waivers from any and all contractors, subcontractors, laborers or materialmen furnishing labor or material for the improvement of the Property prior to Closing.

6.5 Other Documents. Seller shall deliver to Buyer a Wisconsin Real Estate Transfer Return Receipt; broker's lien affidavit; gap affidavit; closing statement; certification of payment or required payoffs for all taxes, assessments, utilities, charges, judgments, liens and mortgages affecting the Property; and any and all other documents, supporting documentation, certifications, affidavits, etc. that counsel for Buyer or the title company may reasonably request to consummate the transactions contemplated by this Offer.

6.6 Condition of Property. Seller shall cause all of Seller's personal property not conveyed to Buyer to be removed from the Property prior to Closing. Seller shall remove or dispose of, or shall cause its tenants to remove or dispose of, any hazardous substances which are stored or kept on the Property in accordance with all applicable laws and regulations governing the same and shall indemnify Buyer for any costs or expenses (including, without limitation, attorney's and consulting fees) incurred by Buyer due to a violation of this term of this Offer. This indemnification shall survive Closing.

6.7 Seller Costs. At Closing, Seller shall pay all real estate transfer taxes, Seller's attorney's fees, if any, recording fees for satisfactions of any existing mortgages, the costs for Buyer's title insurance premiums (including a gap endorsement, but Buyer shall pay all costs for other endorsements it may require), and its share of taxes, if any, and other prorations as set forth in this Offer.

7. Closing. Closing shall occur within 90 days of Buyer receiving an equity investment from a tax credit investor on terms that are satisfactory to Buyer, but in no event later than September 30, 2015.

8. Brokerage Commission. Seller hereby represents and warrants to Buyer that no brokers or agents are entitled to a commission or other form of compensation with respect to this transaction or the Property arising from any act or omission on the part of Seller. Seller shall fully and forever indemnify, defend and hold harmless Buyer from and against any default on the part of Seller under this paragraph. Buyer hereby represents and warrants to Seller that no brokers or agents are entitled to a commission or other form of compensation with respect to this transaction or the Property arising from any act or omission on the part of Buyer. Buyer shall fully and forever indemnify, defend and hold harmless Seller from and against any default on the part of Buyer under this paragraph.

9. Binding Effect; Assignment. The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon their personal representatives, heirs, successors and assigns. Seller acknowledges that certain conditions and/or contingencies in this Offer may grant Buyer sole and/or absolute discretion to terminate this Offer. It is the intent of Buyer and Seller that this Offer be binding on all Parties and not illusory. Therefore, if Buyer terminates this Offer pursuant to any exercise of Buyer's discretion granted herein that might otherwise make this Offer illusory, Seller shall be entitled to a termination/option fee from Buyer equal to one hundred dollars ($100.00), which amount may be deducted from any earnest money held by Seller, as full

consideration for the granting of such discretion to Buyer. Buyer may assign its rights and obligations hereunder without Seller's consent by written notice to Seller and upon any such assignment Buyer shall be released from all future obligations and liabilities hereunder.

10. Miscellaneous. This Offer shall be construed and enforced in accordance with the laws of the State of Wisconsin. This Offer may be amended only in a writing properly signed and delivered by Buyer and Seller. The headings in this Offer are for reference and convenience only and do not constitute a substantive part of this Offer.

11. Earnest Money. The earnest money shall be held by the title insurance company issuing the Title Commitment pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Offer and otherwise mutually acceptable to Buyer and Seller.

12. Acceptance; Closing. This Offer shall be made binding and enforceable on Buyer and Seller only if each party properly executes and delivers to the other party an identical copy of this Offer no later than the deadline for acceptance stated in the Form; provided neither party has withdrawn its offer prior to that time. For purposes of this Offer, the term "Acceptance" shall mean the date upon which this Offer becomes binding and enforceable on Buyer and Seller.

[Signatures on the following page]

In witness whereof, Buyer and Seller agree to the terms contained in the Form and this Rider as of the later date written below.

BUYER:

Dated: September 10, 2014

COMMONWEALTH DEVELOPMENT CORPORATION OF AMERICA

BY _____
Louie A. Lange III, President

SELLER:

Dated: September ___, 2014

CITY OF NEW LONDON

BY _____
NAME _____
ITS _____

To: Finance & Personnel Committee

From: Jill Maus, Human Resource/Payroll Coordinator

Date: 9/29/2014

Re: Update to FMLA policy

Attached are proposed changes to the Family and Medical Leave Act (FMLA) policy, recommended by our liability insurance carrier. There are some wording changes clarifying the amount of time off allowed by state and federal law.

Additionally, there are two key points to be noted:

- Employees will be required to substitute paid leave (such as vacation, sick and comp hours) for unpaid leave under federal FMLA.
- FMLA does not necessarily need to be initiated by the employee. Should the City become aware of an employee meeting a qualifying event, the City has a right to place the employee on FMLA.

215 N. Shawano Street – New London, WI 54961
Phone (920) 250-5604 – Fax (920) 982-8665 – www.newlondonwi.org

City of New London Family Medical Leave Act Policy		
Issue Date: Nov 20, 2008	**Revision Update(s):** October 1, 2014	**Total Pages:** ~~6~~5
Policy Source: Cities and Villages Mutual Insurance Company Federal and Wisconsin Family and Medical Leave Act		
Special Instructions: Revise as law changes or court interpretations warrant.		

I. PURPOSE

This policy outlines the provisions of the federal and Wisconsin Family and Medical Leave Acts and the rights and obligations of employees and employers under both laws.

II. POLICY

The Family and Medical Leave Acts provides eligible employees with up to 12 work weeks of unpaid protected leave each calendar year for specified family and medical reasons. The eligibility and entitlements are defined differently under federal and state law.

A. ELIGIBILITY

Employees are entitled to FMLA benefits if they:

- ***Federal*** - Have been employed by the City of New London for at least 12 months (not necessarily consecutive); and have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.
  - Time spent on paid or unpaid leave does not count in determining the 1,250 hour eligibility
- ***State*** – Have been employed by the City of New London for at least 52 consecutive weeks and have worked for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave.

QUALIFYING EVENT & AMOUNT OF LEAVE

Eligible employees may take ~~up to a total of 12 work weeks of~~ unpaid FMLA leave in a calendar year for the following qualifying events.~~:~~

1. The birth or placement of a child for adoption or, under the federal FMLA, for foster care;
   - State ~~law~~: 6 unpaid work weeks may commence prior to, on or after the birth or adoption. The 6 weeks of leave must commence within 16 weeks before or after the adoption. ~~provides for up to 6 workweeks of unpaid leave for any one child~~
   - Federal: 12 unpaid work weeks may commence prior to, on or after the birth of adoption. The 12 weeks of leave must conclude no later than 12 months after the birth or placement of adoption. ~~law requires that leave conclude within 12 months after the birth~~

2. To care for the employee's spouse, child, or parent (includes a parent-in-law and domestic partner under the Wisconsin FMLA only) with a serious health condition;

- State ~~law~~: provides eligible employees up to 2 work weeks of ~~FMLA~~ unpaid ~~family~~ leave

- Federal: provides eligible employees up to 12 work weeks of unpaid leave

3. For the employee's own serious health condition that meets the definition under state and federal law ~~renders the employee unable to perform his/her job~~.

- State ~~law~~: provides eligible employees up to 2 work weeks of unpaid ~~FMLA medical~~ leave

- Federal: provides eligible employees up to 12 work weeks of unpaid leave

4. The FMLA also provides certain military family leave entitlements. An employee may take FMLA leave for specified reasons related to certain military deployments. Additionally, an employee may take up to 26 weeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

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Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. Qualified leave taken under Worker's Compensation also will run concurrently with Wisconsin and federal FMLA leave.

Under the federal FMLA, spouses employed by the City are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

FMLA does not necessarily need to be initiated by the employee. Should the City become aware of an employee meeting a qualifying event, the City has a right to place the employee on FMLA.

B. NON-CONTINUOUS OR INTERMITTENT LEAVE

Employees are permitted to take leave on an intermittent (blocks of time) or reduced work schedule (1) when it is medically necessary to care for a family member with a serious health condition or because of the employee's serious health condition; (2) to care for a newborn, adopted or foster child. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless approved by the City. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within 16 weeks of that birth or placement.

Medical or family caretaking leave should be planned so as not to unduly disrupt the City's operations. Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

The City allows for intermittent leave to be taken in no less than one hour increments. The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

For chronic or long term illnesses exceeding the allowed leave timeframe, the City may ask the employee to recertify with their physician. This would be no more often than every 6 months or only in connection with an absence.

C. PAYMENTS ON FMLA LEAVE:

In general, both Wisconsin and federal FMLA leaves are unpaid. The City ~~may~~ will require employees~~, or employees may choose,~~ to substitute paid leave for which they are eligible (such as vacation days, personal leave, comp time or sick leave) for unpaid leave available under the federal FMLA; or employees may choose to substitute available accrued leave for unpaid Wisconsin FMLA.

The City will require that any leave provided by a City collective bargaining agreement be substituted for federal FMLA leave.

As with all leaves of absence, no employee may pursue or engage in employment when on FMLA leave.

D. HOW TO APPLY FOR FMLA LEAVE

1. The employee must submit a Request for Leave form to the Payroll/HR Specialist at least **30** days, or as soon as practicable, in advance of taking a leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify their Department Head and submit the Request for Leave form as soon as possible, but no later than two working days after learning of the need for FMLA leave. **Failure to give timely notice may result in the delay or denial of FMLA leave and may subject you to discipline.**
2. If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification form from the employee's or the family member's health care provider within 15 days. If an employee does not provide the required certification by the designated deadline, or if the City determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted a non-FMLA leave of absence.
3. Second or third certifications at the City's expense and periodic re-certifications at the employee's expense may be required under certain circumstances. The City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.
4. Forms are available through the Payroll/HR specialist.

E. HEALTH INSURANCE BENEFITS

Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay his/her regular portion of health insurance premium payments on a schedule established by the City. Other benefits, including cash payments chosen by the employee rather than group health insurance coverage, will not be maintained during periods of unpaid FMLA leave.

The City may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of 30 calendar days) after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

F. OTHER BENEFITS

Benefits that accumulate based upon hours worked ~~shall~~ may not accumulate during the period of FMLA leave. Qualified FMLA leave will not be counted as an absence under the City's attendance policy. In addition, an employee will not be disqualified from an attendance reward program, nor will any reward be reduced for having taken unpaid FMLA leave.

Life insurance coverage and other benefits like AFLAC premiums may be continued during periods of unpaid FMLA leave, and arrangements should be made for employee's portion of the payments with the payroll department.

G. WORKER'S COMPENSATION AND LIGHT DUTY

Federal FMLA will run concurrent with worker's compensation provided that the injury meets the criteria for a "serious health condition", as defined by law. The Employee Handbook describes the interplay of applied sick leave and workman's compensation leave.

If an employee accepts a light duty assignment while on worker's compensation, that time may not count against the employee's FMLA ~~family or medical leave~~ entitlement. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their worker's compensation benefits.

H. RETURN TO WORK

Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment.

Employees who are unable to perform the functions of their job because of a mental or physical condition and thus unable to return to work following FMLA should contact their Department Head to determine whether a request for a reasonable accommodation is in order or some other position available which has duties they could perform.

I. LEAVE OF ABSENCE

Should an employee exhaust all of their FMLA time along with all accrued paid time off, they may follow the leave of absence without pay directions found in the Employee Handbook.

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DEFINITIONS

~~I.~~J. **Incapable of Self-Care**

The individual requires active assistance or supervision to provide daily self-care in three or more of the ***activities of daily living*** (i.e. grooming, hygiene, bathing, dressing, eating) or ***instrumental activities of daily living*** (i.e. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).

~~J.~~K. **Parent**

Biological parent, foster parent, adoptive parent, stepparent or legal guardian of an employee or parent-in-law under the Wisconsin FMLA. Under the federal FMLA, "parent" includes an individual who provided day-to-day care to the employee when the employee was a child.

~~K.~~L. **Serious Health Condition**

An illness, injury, impairment or physical or mental condition that involves:

1. inpatient care in a hospital, hospice or residential medical care facility; or
2. under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first-hand contacts by a health care provider); or
3. under the federal FMLA:
   a. a period of incapacity of more than 3 consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
      - treatment two or more times by or under the orders of a health care provider; or
      - treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
   b. any period of incapacity due to pregnancy or for prenatal care;
   c. chronic conditions requiring periodic treatment by or under the supervision of a health care provider that continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
   d. permanent/long term conditions requiring supervision for which treatment may not be effective (e.g. Alzheimer's, a severe stroke, or the terminal stages of a disease);
   e. multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis).

~~L.~~M. **Child**

Biological, adopted, or foster child, stepchild, legal ward or, under the federal FMLA, the child of a person having day-to-day care of the child, or a child of a person standing "in loco parentis," who is under 18 years of age or 18 years of age and older and incapable of self-care because of a serious health condition.

M.N. **Work week**

The employee's usual or normal schedule (hours/days per week) prior to the start of FMLA leave.

AN ORDINANCE TO AMEND SECTION 7.09(8)

ORDINANCE NO. _____

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

Section 1. That Section 7.09(8)(a) of the New London Municipal Code shall be amended to read as follows:

7.09(8) **FORFEITED PENALTY AND REMOVAL OF VEHICLES.**

(a) During winter parking hours as defined in Sec. 7.07(3), the sum to be forfeited for a violation of this section shall be $25.00. If the citation is not paid within 30 days of issuance, the forfeiture amount shall increase to $50.00.

Section 2. This ordinance shall take effect upon passage and publication.

BY:_____
Gary Henke, Mayor

ATTEST:_____
Susan Tennie, City Clerk

1st Reading: September 9, 2014

2nd Reading:_____, 2014

Published:_____, 2014

AN ORDINANCE TO CREATE SECTION 7.07(2)(c)

ORDINANCE NO. _____

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

Section 1. That Section 7.07(2)(c) of the New London Municipal Code shall be created to read as follows:

HANDICAPPED PARKING

7.07(2)(c) No person shall park in a space designated for handicapped parking without an appropriate Department of Transportation issued sticker or license plate.

Section 2. This ordinance shall take effect upon passage and publication.

BY:_____
Gary Henke, Mayor

ATTEST:_____
Susan Tennie, City Clerk

1st Reading: September 9, 2014

2nd Reading:_____, 2014

Published:_____, 2014

AN ORDINANCE TO CREATE SECTION 7.07(8)

ORDINANCE NO. _____

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

Section 1. That Section 7.07(8) of the New London Municipal Code shall be created to read as follows:

7.07(8) **PENALTIES**

(8) (a) The sum to be forfeited for a violation of this section shall be $15.00. The sum to be forfeited for a violation of 7.07(2)(C) shall be $25.00. If the citation is not paid within 30 days of issuance, the forfeiture amount shall increase to $50.00.

(b) All vehicles which remain parked in violation of any subsection of section 7.07 may be ticketed or towed away in accordance with the provisions of subsections (c) and (d).

(c) Once a vehicle is towed to a suitable place, it will be done at the owner's risk. All charges for towing and storage of such vehicle shall be paid by the owner or operator thereof prior to the return of said vehicle to said owner or operator.

(d) Said vehicle removal may be done either by the authorized employees of the Department of Public Works or may be contracted to any garage man, serviceman or any other person. The owner/operator of the said vehicle shall hold the City harmless from any vehicle damage caused while being removed to a suitable location.

Section 2. This ordinance shall take effect upon passage and publication.

BY_____
Gary Henke, Mayor

ATTEST:_____
Susan Tennie, City Clerk

1st Reading: September 9, 2014

2nd Reading:_____, 2014

Published:_____, 2014

OCTOBER LICENSE LIST

COMBINATION "CLASS B" LICENSE

Autumn A. Fahser
E8378 Weyauwega Road
New London, WI 54961

Sociables
309 S. Pearl Street
[former Chillerz Bar]

SOLICITOR'S LICENSE

Brad J. Verbruggen
778 Elm Street
Neenah, WI 54956

Charter Communications

CHANGE IN AGENT FOR WALGREENS

Travis G. Ott
N2279 Glen Rose Lane Greenville, WI 54942

BEVERAGE OPERATOR LICENSE

Vanessa D. Turner
219 ½ W. N. Water St New London, WI

Half Blonde

Anita Barrera
807 W. Beacon Ave New London, WI

Dollar General

Fantasia Turner
219 ½ W. North Water St New London, WI

Half Blonde

Aaron Ashman
W6202 County Road O Appleton, WI 54911

Walgreens

Michael B. Fahser
E8378 Weyauwega Road New London, WI

Sociables

Lucas Lind
E1877 Hwy 54 Waupaca, WI 54981

Sociables

Jennifer Mountain
1021 W. 8th St Appleton, WI 54911

Sociables

Kara M. Kietzmann
E8566 Hwy 54 New London, WI

Sociables

Ashley M. Huey
W10334 Cty Rd WW New London, WI

Sociables

PARKS & RECREATION COMMITTEE MINUTES
October 7, 2014

COMMITTEE MEMBERS PRESENT: Rob Way, Bob Besaw, Dennis Herter, John Romberg, and Bob Marcks (in 5:35 p.m.)

COMMITTEE MEMBERS ABSENT: Lori Dean and Tiffany Schulz (excused)

COUNCIL MEMBERS: Mayor Gary Henke, Tom O'Connell (out at 5:58), Mike Barrington, Ron Steinhorst

OTHERS PRESENT: Chad Hoerth, Parks & Recreation Director; Kent Hager, City Administrator; Janet Searl, Administrative Assistant; James Massonet, Richard Dietz, Lawrence Sampo, Mel Borchardt, Ed Strike, James Jaeger; and John Faucher, Press Star Reporter

Way called the meeting to order at 5:24 p.m.

Besaw moved to approve the agenda, seconded by Herter. Motion carried 4-0.

Public Comment. None.

Discuss War Memorial. Park & Rec Director Hoerth and City Administrator Hager compiled research on the way surrounding communities developed their memorials. This information was given to members of the organizations present. The City will serve in an informational/advisory role; it is up to the members of the different veteran groups to form a committee to make decisions on location, costs, design, timeline, fundraising, etc.

Repair to Damaged Pilings at Riverside Park. Hoerth has three companies looking over the information he has gathered about the pilings. He would like to get their opinions before making any recommendations on how to proceed.

Newton Blackmour Trail. Once the CN Railroad prepares a crossing in Black Creek, the DNR will release grant funds and the Outagamie County Highway Dept. will complete the trail to House Road in New London. Then we will have three choices:
1) Do nothing and the trail will stop at River Road, 2) Put the trail alongside the rail, or 3) Rip up the rail and build the trail down the middle of the property to River Road.

Romberg moved to recommend to Council to remove the existing rail from House Road to River Road and build the new trail down the middle of the property, seconded by Herter. Motion carried 5-0.

Hatten Stadium Field Lights. The Hatten Stadium Foundation would like their next project to be replacement of the field lights. They would like permission from the committee to sell the current lights and use those funds to offset the cost of new poles and lights.

Besaw moved to approve the replacement of field lights at Hatten Stadium and to use any funds received from the sale of the current lights/poles to offset the cost of new ones, seconded by Herter. Motion carried 5-0.

Park & Rec Department 10-Year Capital Replacement Plan. This is a final draft of all the departments that will be presented to the Finance Committee.

Director's Report:

*Years of Service: Kim Ebert completed 7 years with the City on September 10th
Tim Nitke completed 5 years with the City on September 21st
Mike Fredin completed 5 years with the City on September 21st

*Department Usage & Financial Statistics for September were handed out. The ActiveNet reports have been corrected and the reports now reflect accurate numbers. At a recent NEWPRO meeting, Hoerth learned that communities with outdoor pools saw a big drop in usage due to the cool summer weather. Our numbers were up slightly.

*Personnel Updates: An employee resigned from the Parks Department recently. Hoerth passed out a chart showing how he would to like to restructure the employee duties.

*Hoerth shared a nice Thank You he received from a representative of the Stihl Tour des Trees event that came to New London this summer.

*Chasen Gardner built a shelter at the NL Jaycees Dog Park as a scout project. It is almost finished.

*Next month's meeting will be on Monday, November 3rd, at 5:30 p.m., after the Public Works meeting.

Chairman's Report. Chairman Way reported on a dog park incident in Outagamie; a woman was injured by a dog and is filing charges. He wanted to make the committee aware of that possibility.

Next Month Agenda Items: Review Park Naming Policy, discuss Vehicle Traffic at Hatten Park.

Herter moved to adjourn, seconded by Romberg, at 6:30 p.m. Motion carried with all ayes.

Chad R. Hoerth
Director of Park & Recreation

AN ORDINANCE TO REPEAL AND RECREATE SECION 9.161(7) PLACEMENT OF SLOW-NO-WAKE AND FLOOD BUOYS

ORDINANCE NO._____

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

Section 1. That §9.161(7) of the Municipal Code be repealed and recreated to read as follows:

The sections of the rivers covered by this Ordinance are as follows:

A. The Wolf River from GPS coordinates N44 23.158' W088 43.459' and a landmark of the overhead power lines and the west city limits to the GPS coordinates N44 23.176' W088 43.304' and a landmark of the US 45 (Bypass) Bridge. The City of New London shall be responsible for placing and maintaining slow-no-wake buoys along this restricted portion of the Wolf River at the following locations:

Slow No Wake Buoy #1 (SNW #1)
N44 23.158'
W088 43.459'
City Limits west boundary under the high wire lines.

Slow No Wake Buoy #2 (SNW #2)
N44 23.443'
W088 45.421'
Midway between SNW #1 and SNW #3 in the middle of the river

Slow No Wake Buoy #3 (SNW #3)
N44 23.463'
W088 45.284'
Even with the Waste Water Treatment Plant discharge in center of river.

Flood Stage Buoy #1 (F1)
N44 23.510'
W088 44.923
Even w/middle of the property lot at 815 W. Wolf River Avenue in middle of river.

Flood Stage Buoy #2 (F2)
N44° 23.523'
W088° 44.772'
200' West of Shawano Street Bridge

Flood Stage Buoy #3 (F3)
N44 23.500'
W088 44.927'
Even with west wall of Grand Theatre in middle of river.

Flood Stage Buoy #4 (F4)
N44 23.533'
W088 44.567'
Even with west curb of Lawrence Street in the center of the Wolf River.

Flood Stage Buoy #5 (F5)
N44° 23.464'
W088 44.150'
Center of River between Division Street and Algoma Street

Flood Stage Buoy #6 (F6)
N44 23.502'
W088 44.281'
Even with middle of Mill Street with a line of sight with both F5 and F7. (Toward south shore).

Flood Stage Buoy #7 (F7)
N44 23.428'
W088 44.004'
230' west of the Black Iron Bridge in center of river.

Flood Stage Buoy #8 (F8)
N44 23.641'
W088 43.877'
150' due east of Black Iron Bridge nearer to the east shoreline.

Flood Stage Buoy #9 (F9)
N44 23.642'
W088 43.859'
1250' south of F6 or even with south lot line of 226 Wood Lane Drive in center of river.

Flood Stage Buoy #10 (F10)
N44 23.478'
W088 43.668'
Center of E. Beacon Avenue (Coopers Landing) in middle of river.

~~Flood Stage Buoy #11 (F11)~~
~~N44 23.302'~~
~~W088 43.537'~~
~~Even with backfield fence to ball diamond (crow's nest) toward south shoreline.~~

~~Flood Stage Buoy #12 (F12)~~
~~N44 23.157'~~
~~W088 43.336'~~
~~800' west of the US 45 Bypass Bridge in center of river with line of site to F9.~~

US 45 Bypass Bridge
N44 23.176'
W088 43.304'

Section 2. This ordinance shall take effect upon passage and publication.

BY:_____
Gary Henke, Mayor

ATTEST:_____
Susan Tennie, City Clerk

1st Reading: September 9, 2014

2nd Reading:_____, 2014

Published:_____, 2014

Planning Commission Minutes
October 2, 2014

Call to Order:
The October 2, 2014 Planning Commission meeting was called to order at 7:00 am by Chairman Steinhorst.

Adopt Agenda:
Motion by Gabert and seconded by Henke to adopt the agenda as presented. Motion carried. 5/0

Roll Call:
Those in attendance were, Steinhorst, Gruetzmacher, Henke, Gabert, and Thompson. Noel and Spilman excused.

Others in attendance: Paul Hanlon – Zoning Administrator.

Approval of the 08-21-14 Minutes:
Motion by Gruetzmacher and second by Henke to approve the minutes of the 08-21-14 meeting as presented. Motion carried. 5/0

Request for Garage Exceeding the Maximum Height of 15 feet – John Romberg – 910 Wyman:
Motion by Thompson, second by Henke to approve the construction of a detached garage exceeding 15 feet in height as presented. Motion carried. 5/0

Discus Amending the Preferred Land Use Map of the Comprehensive to Provide More Area for Residential Development:
Members discussed the lack of sites for new multi-family construction and the issues with having to amend the Future Land Use Map multiple times to accommodate developers. As members viewed the current Future Land Use Map, it was apparent the solution was to change several areas to "Residential" instead of "Single Family Residential" and allow the zoning to dictate what is acceptable. In addition, one area designated "Planned Commercial" and another area designated "Planned Industrial" will also be changed to "Residential".

Action on Above, If Any:
Motion by Henke, second by Gruetzmacher to change the areas discussed (see attached map) to "Residential". Motion carried. 5/0

Other Matters:
Henke asked if Thursdays was a good day for the meeting. Members in attendance felt the meeting time should stay as is.

Adjournment:
Motion by Thompson, second by Henke to adjourn. Motion carried 5/0. Meeting adjourned at 7:30 a.m.

ORDINANCE CREATING MUNICIPAL CODE §14.11S
REMOVAL OF SALVAGEABLE NON-STRUCTURAL MATERIALS FROM VACATED BUILDINGS

ORDINANCE NO. _____

Section 1. **That §14.11S REMOVAL OF SALVAGEABLE NON-STRUCTURAL MATERIALS FROM VACATED BUILDINGS of the Municipal Code be created to read as follows:**

14.11S – A. **PURPOSE.** The purpose of this Ordinance is to regulate the removal of salvageable materials from vacated buildings, not otherwise occurring as part of an approved demolition plan or for the purposes of remodeling, for any purpose other than personal re-use by the owner or personal re-use or required removal by a tenant of the property from which it was removed, without immediate functional replacement thereof.

14.11S – B. **AUTHORITIES.** Building inspector

14.11S – C. **DEFINITIONS.**

Owner. The term "owner" shall mean the title holder(s) to real property on which stands any vacated building or structure from which any salvageable material is removed.

Tenant. The term "tenant" shall mean a person or entity entitled by written agreement, to occupy the building or structure, or portion of the building of structure, from which any salvageable material is removed.

Operator. The term "operator" shall mean any person, corporation or other business entity or holder of a security interest that undertakes the removal of salvageable material from a vacated building within the jurisdictional limits of the City of New London, or which directs or allows such removal.

Salvageable Material. Real or tangible personal property that:

1. is man-made;
2. is affixed to real property or any improvement to real property;
3. is detachable from real property or any improvement to real property;
4. is removed for potential or intended re-use, repurposing or scrap.

Such materials shall include any such materials that were detached from real property or any improvement to real property without a permit after the effective date of this ordinance.

Vacated Building. A building or structure, or portion of a building or structure, that had a principal non-residential use as its most recent use allowed by law, which principal use has ceased. The cessation of the primary activities constituting the principal use shall be determinative of whether the principal use had ceased. The presence of personnel in the building or structure is not determinative of whether the use has ceased.

Code Official(s). Building Inspector

Issuing Body. The term "Issuing Body" refers to the Code Official.

14.11S – D. **EXCLUSIONS.** This Ordinance does not apply to the following:

1. salvaging operations at structures where it's most recent allowable use by law was residential;

2. salvage operations at non-residential structures under 200 square feet (200 sq. ft.);
3. items/materials removed where replacement will occur as part of a remodeling process over time pursuant to a valid and subsisting building, heating, plumbing, or electrical permit;
4. salvaging operations that occur as part of an approved demolition plan, pursuant to a valid demolition permit or otherwise, in which the Permit Holder/Owner/Operator is obligated to complete said demolition within a specified time frame;
5. equipment, items or supplies removed by the owner for personal re-use; and
6. equipment, items or supplies owned and removed by the tenant during the term of a written lease.

14.11S –E. RECYCLING.

1. The Permit Holder shall cause to be salvaged, reused or recycled all of the following material/items removed and debris produced on-site as part of the salvaging permit activities:
   a) Wood that has not been rendered non-recyclable or non-re-useable by the application or attachment of paint, stains, varnish or other liquids or solids;
   b) Non-toxic metals; and
   c) Non-asbestos containing shingles.
2. The City of New London, by recommendation of the Code Official, maintains the right to suspend requirements of this section if the market for above materials changes, making compliance unattainable, or if the condition of the material(s) and/or proximity to recycling/re-use facilities makes compliance impracticable, as determined by the Code Official .

14.11S – F. PARTIAL EXEMPTION. A partial exemption is allowed under this Ordinance for items and materials removed for the sole purpose of historical or cultural preservation. A request for exemption shall be filed with the City Clerk on forms created by the Code Official and provided by the City of New London. The request for exemption shall include documentation of historical or cultural significance acceptable to the Code Official which may include written request for preservation by historic society or equivalent.

14.11S –G. PERMIT. No person, corporation or other business entity or holder of a security interest may remove, direct the removal of, or allow to be removed any salvageable material from a Vacated Building unless such removal is performed pursuant to a permit granted by the Issuing Body and issued to the applicant pursuant to this ordinance. The Owner and Permit Holder shall be jointly responsible for complying with any permit issued pursuant to this ordinance.

14.11S –H. PERMIT APPLICATION.

1. The applicant may be the owner of the real estate, or a Contractor hired by the owner, tenant or the holder of a security interest in the property, Vacated Building or structure, or the salvageable material. Under all circumstances, the applicant, if other than the owner, shall be jointly and severally responsible for compliance with the terms of this Ordinance.
2. Application for a permit, whether initial or renewal, shall be filed with the City Clerk on forms provided by the City of New London. The application shall include:
   a. Location and square footage of occupiable space in building(s).
   b. Name, address and contact information of owner of the building(s).
   c. Names, addresses and contact information for contractors engaged to carry out the activity.

d. Plan for removal of salvageable material including the following details:
   i. Project schedule and budget.
   ii. Inventory and projected quantities (by weight or volume) of materials to be removed from the building for salvage purposes.
   iii. Proposed disposition of salvageable materials.
   iv. Dust, noise and odor control.
   v. Hours of operation.
   vi. Fire suppression.
   vii. Traffic safety and public infrastructure protection.
   viii. Site security.
   ix. Building and grounds management and restoration.
   x. Proposed post-salvage property ownership and use, if known.

e. Plan for removal of hazardous wastes/materials.
   i. Hazardous materials inventory including raw materials, waste materials, asbestos containing materials, and [with respect to any portion of the building, structure or salvageable material to be altered in the course of the work,] an inventory of lead painted surfaces and PCB-containing materials.
   ii. Hazardous materials handling, management and disposal prior to salvaging.
   iii. Proposed environmental monitoring or remediation.

f. Plan for disposal of waste, including proposed disposition.

g. Proof of required demolition/renovation notifications to the appropriate State regulatory agencies.

The Issuing Body may require additional information of a specific applicant.

3. A permit fee must accompany the application. Permit fees shall be established by resolution of the City Council.

14.11S –I. PERMIT GRANT. The granting of permits shall be conducted on a single tiered system. Occupiable space shall be calculated as one total for all buildings covered under the permit.

Permit applications for a Vacated Building having occupiable space over two hundred square feet (200sq. ft.) shall be reviewed and decided upon by the Code Official pursuant to this ordinance.

In granting the permit, the Code Official shall address the following matters: the amount of the Irrevocable Standby Letter of Credit to be required of the Permit Holder as a condition of issuance of the permit and as a requirement of operation; the justification for drawing against and content of the presentment required to draw against the Irrevocable Standby Letter of Credit; other State or local permits as required by law, rule, or regulation that must be obtained as a condition of issuance of the permit or as a requirement of operation; reasonable special operating requirements to be required of the Permit Holder in addition to those listed in Subsection L herein; and such other matters or limitations as the Code Official determines is necessary to protect the public interest.

14.11S –J. IRREVOCABLE STANDBY LETTER OF CREDIT. As a condition of issuance of the permit, the Permit Holder shall provide to the Issuing Body and maintain in effect an Irrevocable Standby Letter of Credit naming the City of New London as beneficiary, in an amount required by the Issuing Body and in a form approved by the City Attorney. The City Attorney shall also approve the form and content of the draw order and all necessary presentment required to compel payment by the issuer to the City of all funds subject to the Irrevocable Standby Letter of Credit.

The Irrevocable Standby Letter of Credit shall be the guarantee of performance by the Permit Holder. The Irrevocable Standby Letter of Credit must be issued by a financial institution certified by the state to conduct such business within the state of Wisconsin, allowing for direct draw by the City upon presentment to the issuing bank without court action and without approval by Permit Holder, to complete work or to repair damage that was the obligation of the Permit Holder. The Irrevocable Standby Letter of Credit must contain as part of its provisions that it will be maintained constantly in force as an obligation to the City for no less than one year after project completion as reasonably determined by the Issuing Body or one year after the expiration of a permit issued under this section to the Permit Holder, whichever is later.

In considering the required amount of the Irrevocable Standby Letter of Credit the Issuing Body shall consider: the expertise of the applicant; the longevity of the applicant; the capitalization of the applicant; the scope of the proposed project; the cost of rectifying the possible environmental hazards that could be created; the effect of the proposed operation on the surrounding neighborhood; the cost of remediation of the City should the City have to address any matter due to the unwillingness or inability of the Permit Holder to fulfill its obligations.

The Issuing Body may annually, upon documented request of the Permit Holder, review the pertinent facts and decide to reduce the amount of the required Letter of Credit in accordance with work completed or threats mitigated. In the extraordinary circumstance that the Issuing Body determines that the requirements to obtain an Irrevocable Standby Letter of Credit is unreasonable, the Issuing Body may, in the exercise of its discretion, authorize one or more alternate forms of security in lieu of an Irrevocable Standby Letter of Credit.

14.11S –K. PERMIT TERM AND ASSIGNMENT.

A permit issued to the applicant is permit holder and limited to the term granted.

1. **Initial term.** The initial term of any permit issued under this section shall be **90 days** from the date of issue.
2. **Renewal term.** There is no right or expectation of permit renewal. The permit may be renewed at the discretion of the Issuing Body upon application of a Permit Holder, filed with the City Clerk prior to expiration of the initial term or any renewal terms. Each renewal may be granted for up to **90 days**.
3. **Assignment.** No permit issued pursuant to this ordinance is assignable or transferable without the advance written permission of the Issuing Body, which shall not be granted unless the Permit Holder and prospective assignee demonstrate to the satisfaction of the Issuing Body that assignee is capable of completing the project and all required forms of insurance and financial assurance are made effective prior to the assignment.

14.11S –L. GENERAL OPERATING REQUIREMENTS. The following general operating requirements shall apply to the Permit Holder and those working for Permit Holder subject to terms of the permit in accordance with the provisions of the ordinance:

1. The permit issued pursuant to this ordinance shall be plainly displayed on the premises upon which the building is located.

2. The building and premises shall, at all times, be maintained in as clean, neat and sanitary of a condition as such premises will reasonably permit.

3. No garbage, refuse or other waste likely or susceptible to give off a foul odor or attract vermin shall be kept on the premises, except for domestic garbage kept in

rodent-proof covered containers which are removed from the premises as often as necessary to provide a sanitary, odor free and vermin free environment.

4. Work done under this permit shall be performance in accordance with the Permit and is subject to inspection by the Code Official and other inspectors as provided in this ordinance. Any violation of the Permit shall be deemed a violation of this ordinance.

5. As a condition of the Permit, a Permit Holder shall maintain insurance policies during the life of the permit in the following minimum amounts, which policies shall name the City of New London as additional insured and provide coverage for work performed on the property or associated with the work under the permit, and shall provide certificates issued by the carriers as proof of all required coverages:

   a) **Automobile Liability (Owned, non-owned, leased):**
      Bodily Injury:
         One Million Dollars ($1,000,000) each occurrence
      Property Damage:
         One Million Dollars ($1,000,000) each occurrence

   b) Pollution Legal Liability: Five Million Dollars ($5,000,000) each loss where risk is presented of exacerbation of existing environmental pollution or discharge of any hazardous waste to the environment or asbestos removal, abatement, remediation, or dumping/disposal in a Federal or State regulated facility is required; the City may require a greater or lesser minimum amount down to and including zero ($0) of Pollution Legal Liability insurance policy, depending on the circumstances of the project that is the subject of the permit.

   c) Workers' Compensation: Statutory Limits

   d) Umbrella Liability:
      Two Million Dollars ($2,000,000) over the primary insurance coverages listed above.

6. The Permit Holder shall also ensure that subcontractors have appropriate insurance as determined by the Issuing Body. This may include coverage under the Permit Holder's policy, individual coverage, or a combination thereof. The Issuing Body may also require subcontractors to obtain separate permits pursuant to this Ordinance based on the type of proposed activities or extent or complexity of the salvaging activities proposed.

7. No scrap, salvage or debris which is temporarily stored on the premises shall be allowed to rest or protrude over any public rights-of-way or public property, or become scattered about or blown off the premise.

8. No mechanized process whatsoever shall be utilized on premises to reduce the volume of salvageable material or debris after such salvageable material has been detached from the real property, unless a special exception is provided by the Issuing Body in conjunction with a specific permit. Such prohibited mechanized processes include, but are not limited to, crushing and shredding.

9. There shall be strict compliance with **Section 17.04 of the New London Municipal Code** related to noise control.

10. There shall be strict compliance with **Section 17.04-4 of the New London Municipal Code** related to dust and erosion control.

11. No premises or building subject to a permit shall be allowed to become a public nuisance or be operated in such a manner as to adversely affect the public safety, health, or welfare.

12. There shall be full compliance with the City Building, Fire and Health Codes and with all other City, County, State and Federal laws, rules or regulations which may be applicable.

13. The Permit Holder shall, during the salvage process, maintain the work site in a safe and secure condition.

14. The Permit Holder shall keep a log of all shipments to and from the work site during the project, including the date, time, transport company, vehicle license number, and description of type and amount of material transported.

15. The Permit Holder must provide to the Code Official, and must maintain current, a list of contractors doing work that is subject to a permit issued pursuant to this Ordinance, which list of contractors shall include proof of valid and subsisting policies of insurance in satisfaction of the General Operating Requirements specified herein. As used herein, the phrase "maintain current" means that the list filed with the City is updated by the Permit Holder as necessary to comply with the ordinance prior to each contractor commencing work pursuant to the Permit.

16. The Permit Holder shall promptly notify the Code Official of the identity, function and insurance coverage of any new contractor, sub-contractor or other person or entity not specifically identified in the Permit that is conducting operations at the property related to removal of salvageable material.

17. The Permit Holder shall identify, handle, manage, store, and dispose of all wastes, lead, asbestos, waste oils, hazardous materials and hazardous substances as provided in the approved Permit plan and as otherwise directed by the City should changing conditions require additional work or precautions to protect the public safety, health or welfare or comply with any other applicable ordinance, law or regulation.

18. The Permit Holder shall dispose of building debris in a licensed landfill, except for salvaged and recycled materials.

19. At any time, the Permit Holder shall produce to the Code Official documentation that disposition of materials occurred in compliance with the approved permit and disposition plans.

20. The Permit Holder shall be responsible for disconnections of utilities, including plumbing and electrical, necessary for safe conduct of the salvaging process, and shall provide evidence that the necessary disconnections have been accomplished.

21. The Permit Holder shall restore the site and/or vacated building to the conditions set forth in the approved Permit.

22. The Permit Holder shall comply with all orders the Issuing Body imposed upon granting of the Permit or at any other time.

23. The Irrevocable Standby Letter of Credit imposed as a condition of issuance of the permit shall be maintained in full force and effect at all times until one year following the Issuing Body's finding of project completion.

14.11S –M. INSPECTIONS. Permit Holders and property owners shall allow authorized inspection by representatives of any Department of the City and authorized representatives of the State of Wisconsin having enforcement powers to inspect the premises subject to the Permit, with or without advanced notice, as often as may be required to allow said representative to perform their duties and assure compliance with this ordinance as well as state and federal laws, without first obtaining a special inspection warrant. Inspections shall be made during normal hours of business operation except when the presence of emergency circumstances which require prompt action to protect the public health, safety and welfare or to preserve evidence of noncompliance with this ordinance or state or federal laws.

Inspection may include inspection of the entire property subject to the Permit, including buildings, structures, basement, sub-basements, vaults, and other areas of the property.

The unreasonable failure to allow inspections shall be grounds for denial, suspension or revocation of the Permit.

Inspections may include, but are not limited to: taking wipe samples; waste, structural or product sampling; sampling of pits; the logging, gauging and sampling of existing wells; videotaping, preparing site sketches; taking photographs; testing or sampling the groundwater, soil, surface water, sediments, air, soil vapor or other material.

14.11S –N. IMMEDIATE CESSATION ORDERS. If in the opinion of the Code Official, the public is subject to imminent danger due to violation of any one or combination of more than one of the General Operating Requirements, the Code Official shall issue an order to the violator or the Permit Holder requiring immediate cessation of those operations giving rise to the imminent danger. The recipient of any such order shall cause such operations to cease as directed by the Code Official.

Failure to maintain insurance or a Letter of Credit as required, or to permit inspection as required are each per se violations implicating imminent danger to the public necessitating an order to cease all operations. In the event that an order to the Permit Holder requiring immediate cessation is issued by the Code Official, such order may be appealed to the Board of Appeals. The Board of Appeals, after hearing from the Code Official, the Permit Holder, and the public, shall affirm the order, reverse the order, or modify the order. The decision made by the Board of Appeals may be appealed to the Circuit Court of the County the property is located in by either the Code Official or the Permit Holder in accordance with the procedure of the City.

14.11S –O. NON-RENEWAL, SUSPENSION OR REVOCATION HEARINGS. There is no right or expectation of permit renewal. The permit may be renewed at the discretion of the Issuing Body upon application of a Permit Holder as described in Subsection K.

Non-renewal, suspension, and revocation appeal hearings shall be held before the **Board of Appeals**, which shall submit a report to the **City Council**, including Findings of Fact, Conclusions of Law, and a recommendation as to what action, if any, the **City Council** should take with respect to the permit. The **Board of Appeals** shall provide the Code Official and the Permit Holder with a copy of the report. Either the Code Official or Permit Holder may make an objection, orally or in writing, to the report and shall have the opportunity to present arguments supporting the objection to the **City Council**. The **City Council** shall determine whether the arguments shall be presented orally or in writing, or both. If the **City Council**, after considering the **Board of Appeals** report and any arguments

presented by the Code Official and Permit Holder, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal, the permit shall be suspended, revoked or not renewed as provided by law. If the **City Council** finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The **City Clerk** shall give notice of each suspension, revocation or nonrenewal to the party whose permit is affected.

14.11S –P. VIOLATIONS AND LIABILITY.

1. It shall be a violation of this ordinance to perform, conduct, direct or allow removal of salvageable material except in conformance with a valid Permit issued pursuant to this ordinance.
2. It shall be a violation of this ordinance to disobey or act contrary to any order issued pursuant to this ordinance.
3. The Owner and Permit Holder shall be jointly and severally liable for any violation of this ordinance and any violation of any condition of permit pursuant to this ordinance, whether caused by act or omission, including applicable fines and penalties together with the **City's** costs of enforcement, including attorneys' fees.
4. Any Operator involved in the violation of this ordinance shall be found to have committed a separate violation for which it shall be fully liable, including applicable fines and penalties together with the **City's** costs of enforcement, including attorneys' fees.

14.11S –Q. ENFORCEMENT, FINES AND PENALTIES. The **Code Official** shall have the primary responsibility to enforce this ordinance. Violations of this Ordinance shall be subject to the general provisions of **Section 25.04 of the New London Municipal Code**. Fines and penalties for violations of this ordinance shall provide sufficient incentive to deter violators and continued violations and may be up to $1000 per day. For the purpose of calculating fines and penalties, each day of continuing violation shall constitute a separate offense. Any violation of this ordinance constitutes a public nuisance, and in addition to any other remedies provided or allowed, the **City** may apply to a court of competent and local jurisdiction for injunctive relief and the assessment of damages including attorney's fees and costs.

14.11S –R. REPORTING. Permit holders shall provide reports to the Code Official in accordance with the reporting requirements specified in the Permit as approved by the Issuing Body. These reports shall include the following:

1. Salvageable materials report that identifies the type, quantity and disposition of salvageable materials removed from the property during the reporting period and supporting documentation.
2. Hazardous wastes/materials report that identifies the type, quantity and disposition of hazardous wastes/materials removed from the site during the reporting period. This report should be accompanied by supporting documentation of disposal, name and contact information on haulers, and copies of any applicable permits/exemptions.
3. Waste report that identifies the type, quantity, and disposition of waste materials removed from the site during the reporting period and supporting documentation.
4. Any instances of environmental monitoring performed during the reporting period and the results of same.

These reports shall also include:

1. Supporting documentation of removal and disposition of materials which hall include weigh tickets, bills of lading, sales receipts, chain of custody logs or equivalent documentation.
2. A statement by the Permit Holder that documentation supporting compliance with this ordinance will be maintained for two years from submission of the reports.
3. A statement from the Permit Holder that the information in the reports is truthful and accurate.

Section 2. This Ordinance takes effect upon passage and publication.

BY: _____
Gary Henke, Mayor

ATTEST: _____
Susan Tennie City Clerk

1st Reading: October 14, 2014

2nd Reading: Waived, 2014

Published: October 23, 2014

Economic Development Committee
Tuesday, September 30, 2014 - 4:30 p.m. - City Council Chambers

Members present: Morack and Steinhorst. Tate, O'Connell, Romberg, Shaw, Dyreson and Schirpke were excused.

Also present: Mayor Henke, Administrator Hager, School District Administrator, Kathy Gwidt; School District Director of Business Services, Joe Marquardt; and School Board Members, John Faucher, Jeremy Gorges, and Kim Schroeder.

1. The meeting was called to order by Chairman Morack at 4:30 p.m. Steinhorst/Morack to adopt the agenda. Carried unanimously.

2. The Committee welcomed School District Administrator Kathy Gwidt, Director of Business Services, Joe Marquardt and School Board members John Faucher, Jeremy Gorges, and Kim Schroeder. The School District of New London will have a referendum question on the next general election ballot. The referendum will ask District voters to authorize the School District to exceed state imposed revenue limits by $500,000 annually for four years. The intended use of the funds is as follows: to fix School District building roofs at an estimated cost of $1.4 million over four years; modify School District buildings to increase safety and security; and funding to maximize student achievement. This is a non-recurring referendum. After the four years of increased expenditure the authority to exceed the spending limit is removed. The estimated impact of the increase would be about $50 a year on a home with a value of $100,000 and $75 a year on a home that is valued at $150.000. The current bond debt to build the High School will be paid off in four more years. When this occurs, it will result in a tax reduction of about $200 per $100,000 of property valuation. A question was asked if there were any other referendums being considered for the future and the answer was "no." The New London School District has a very low average expenditure per student of just $9,256 where the state average is over $10,000. The Committee watched a very informative video tour of the roof problems that the District faces. Of the total referendum amount of $2 million, over 70% or $1.4 million is allocated just to fix existing problems with School District building roofs. The District believes firmly that an informed public is best for our school and community. If anyone would like to have the School District representatives come visit with their group about the referendum, please call them. Of course, if any individual has a question, please give Kathy or Joe a call or stop and visit them at their office. The Committee thanked Kathy and Joe for their presentation.

3. District Administrator Kathy Gwidt next addressed the Committee about the DECA program at the High School. The Mission of the DECA program is to prepare emerging leaders and entrepreneurs for careers in marketing, finance, hospitality and management. The program is associated with the School of Enterprise Marketing. Students learn what it takes to be an entrepreneur and a leader. An excellent example of an innovative project that DECA has undertaken is "Percy's Pro Shop" where the

students develop all their own advertising and marketing information to sell Bulldog clothing. They then set up a retail store to sell Bulldog items. This project is in cooperation with Familiar Grounds and will be held there on November 21st thru the 23rd. They will also be open on November 29th and then again prior to Christmas from December 3rd thru December 23rd. The participants in DECA really get their foot in the door on what it takes to start a business. The Committee wished the DECA participants well with their endeavors.

4. Administrator Hager's report was reviewed.

5. Chairman Morack informed the Committee that the next regular meeting will be Tuesday, October 28th at 4:30 pm. We tentatively have Dan Berkin from Shiocton Cut Stock on the agenda to review their future plans.

6. Steinhorst/Morack to adjourn. Carried unanimously. The meeting adjourned at 5:45 pm.

Kent Hager
City Administrator

Meeting Minutes

Cemetery Commission

7 p.m. – Floral Hill Cemetery – September 30, 2014

Members Present: Sandy Conradt, Chairman; Lisa Hunt, Brian Strey,

and Randy Zehms, Cemetery Sexton

Meeting was called to order at 7 p.m.; with a quorum present.

AGENDA

1. Randy presented the requested budget for 2015. There is a 2% increase. Motion by Lisa/Brian to pass the budget as presented.
2. The Committee was presented with the "ten year" budgeted items plan. Due to the ten year forecast, all figures were approximate. Items include three new mowers, a new gator, back hoe, and roof for on the office/maintenance building. Randy stressed that these items will not be needed for two to eight years.
3. Jay Close has not started the work for the refurbishing of the entrance of the Cemetery. Jay has assured Randy that the work will be done this fall. If this project gets pushed to 2015, Randy will lock in the price quote from 2014.
4. Randy is waiting for a quote to replace the doors on the cold storage building.
5. Master Electric installed roof tape ($700) to solve the ice dam problems.
6. Randy now has a cell phone to be more accessible to the funeral homes.

Motion for adjournment by Brian/Lisa at 7:28 p.m.

Sandy Conradt - Chairman

Housing Authority of the City of New London
Regular Meeting-August 27, 2014 Franklin Park Apartments

Call to Order: **Board Chair** called the meeting to order at 3:35PM

Members Present: M. Christ, C Handrich, M. Cristy, M. Sullivan, A. Herminath.
Members Absent:
Staff Present: L. Marker
Others Present, R. Ogden, C. Larsen, J. Gregory, P. Verhoven, T. Rapp, M. Hoppa, L. Beyersdorf, V. Graham, S. Johnson, R. Deleeuw.

Approval of Agenda Motion by, M. Sullivan , second by M. Cristy, All voting aye, and motion carried.
Approval of Minutes: Motion by A. Herminath, Second by C. Handrich,
Approving the Meeting Minutes July 2014 minutes. All voting aye, motion carried.

Resident Concerns: Concerns of tenant dog at the park across the street, a broken branch caught in the tree over a tenant's car in the parking lot, tenant's over-night guest's; number of days allowed and reported to the office, and how long the ADA back door stays open to allow strangers in to the building.

Statement of accounts, approval of payment of bills the approval of bills paid for 07/01/2014-07/31/2014Check# 20005, 2008-20052 $31,156.16 Total. Section 8 checks# 22047--22088 $16581.00 section 8 a/p check # 15945-15946 total $496.77 After review, motion by M. Sullivan, second by: M. Christ, to approve the payment of bills. All voting aye and motion carried.

Correspondence: Parking lot update.

Old Business:

A. Furniture community room

B. Flat Rent Significant Amendment plan revision, Resolution 17-08272014. Motion by, A. Herminath, second by M. Sullivan, All voting aye, and motion carried.

New Business:

A. Pavilion, Resolution 15-08272014.

Motion by A. Herminath, Second by M. Sullivan, All voting aye, and motion carried.

B. Brash House.

C. Parking lot lights, Resolution 16-08272014.

Motion by carried A. Herminath, second by M. Christ, All voting aye, and motion carried.

D. Budget 2015.

E. Acop/Admin plan Revised/ 5 year plan.

Motion by carried A. Herminath, second by C. Handrich , All voting aye, and. motion carried.

F. Ed evaluation.

Capital Fund: None

Management Agent's Report: FPA 98 % occupancy FPA. Section 8 Voucher: 69 vouchers 0 leased, 2 searching vouchers, $16581.00 families funded 07/01/2014 reporting

Adjournment: 5:36PM Motion by A. Herminath , second by, M. Christ All voting aye, and motion carried

Next Meeting Scheduled: September 24, 2014 @ 4:30 PM

Respectfully Submitted:

9/24/14

Laura Marker Date
Executive Director

Approved by:

Mary Christ 09/24/2014

Mary Christ Date
Board Commissioner

New London Library and Museum
Board of Director's regular meeting- September 15, 2014

Chris Bermann called the regular meeting to order at 5:00 p.m. Present: Betty Roberts, Greg Watling, Ginny Schlais, Ron Steinhorst, Judy McDaniel, Jo Collar, Museum Director – Christine Cross, Library Director - Ann Hunt

Motion was made by McDaniel/Collar to accept the minutes of the August 18, 2014 meeting. Motion carried.

Motion made by Watling/Collar to approve the September financial reports of the New London Public Library and Museum. Library bills amounting to $2841.98 and Museum bills amounting to $2006.75. Motion carried. Noted is income for the month – library $102,044.25 and museum, $50.00.

Public Comment

Museum Director's Report
See attached report.

Library Director's Report
See attached report.

Old Discussion/Action

1. **Task Force:** Motion made by Watling/McDaniel to approve the Task Force Strategic Plan. Motion carried.
2. **Cottrill Money:** Motion by McDaniel/Steinhorst to keep Stan Cottrill's donation as it currently remains. Motion carried.

New Discussion/Actions

1. **Budget:** Motion by Steinhorst/Watling to accept the proposed budget as presented. Motion carried.
2. **Medium and Ghosthunters:** Ann shared that she is considering inviting a Medium and Ghosthunter in to do a presentation for anyone who may be interested in this topic.
3. **Trophy Shop:** Ann reported that she gave a tour of the Trophy Shop to an individual who expressed an interest in purchasing the building.
4. **Budget Committee:** Ron Steinhorst and Chris Bermann will meet to review the annual budget.
5. **Trustee Essentials Chapter 23: Dealing with Challenges to library materials and policies.** The board discussed the importance of having policy and procedures in place to deal with challenges to library materials.
6. **Adjourn:** Motion by Watling/Steinhorst to adjourn. Meeting adjourned at 6:00 p.m. Motion carried

Respectfully submitted,

Jo Collar, Secretary

Library Director's Report
September, 2014

Aug 2014 Attend: 6,631 YTD: 54,991	Aug 2013 Attend: 7,562 YTD: 59,290
Aug 2014 Circ: 10,911 YTD: 93,828	Aug 2013 Circ: 11,696 YTD: 92,663
Wireless Statistics: sessions NA	YTD 5,077
Computer Use 1,449	YTD 9,884
Ebooks 486 YTD 3,909	E Audiobooks 123 YTD 913

Stories Around the Campfire
On September 27 the Wisconsin Storytellers will have a conference at Mosquito Hill. Some of them have volunteered to tell stories at the library the Friday night before their conference. We are having a potluck dinner; we will provide the main dish and are asking people to bring a side or dessert. The library is also providing s'mores ingredients. We will have a portable pit fire to roast marshmallows and four or five tellers. Please help us promote this event.

LSTA Grant
Bradley Shipps from OWLs has prepared (with information from each library), written and sent the LSTA grant for the MakerBox project. I have asked for a 3D printer and 3D scanner for the library. As you may remember, we will be exchanging boxes with other participating libraries. We will get new "stuff" to experiment with every couple of months.

Programs
After no programming in August, we are planning some exciting activities for fall. The children's department is trying an autumn reading program called "Read 30 ways in 50 days". We are also offering "Mind Bending Mondays" for 3rd and 4th graders, where we will have science projects for the kids to work on. After the popularity of our science theme this summer it only makes sense to try to cash in on that interest. We are also going to have a star wars meets I spy program called "I Spy with my Jedi". And finally there will be a Bingo Family Night in November.

Respectfully submitted,

Ann Hunt

Ann Hunt, Director

New London Public Museum
Monthly report for the September 15, 2014 Board meeting

August 2014 Attendance: 338 August 2013 Attendance: 323

Adults: 140
Teens: 31
Children: 151
Event/Tour: 16

The purpose of the New London Public Museum is to preserve and promote our community's natural, native and historical culture for the benefit of the public.

Exhibits

- FOLK Art & Tradition goes through January 31, 2015.
- The Passenger Pigeon exhibit and new animal exhibits opened Sept. 6, 2014.

Programs

- Carol's "In the Corner" series was successful and will be repeated next year.
- Carol is working on programs including; Sept. 27 Science Discovery Day: Fossils and Wed. Oct. 15, 22, 29 rOck-tober.
- The next Curiosity Series is Oct. 8 from 6-7:30. Debra Morningstar, Oneida Storyteller and Pat Ehrenberg, WI Quilter will be here for their presentation Native Storytelling and Stitches.
- We are working on 2015 programming

Collection

- Christine contacted the Bishop of Fond du Lac regarding the bird skin collection and is waiting for a response

Administration

- The museum has a Facebook page, please like and share it with your friends. We need your help to get the word out about the museum and its activities.
- Christine is attending the AASLH Annual Meeting Sept. 17-20 in St. Paul.

StEPs

- Our next StEPs meeting is November 17 after the board meeting.

Respectfully submitted by:

Christine Cross, Director
Alice Gilman, Assistant Director

Police & Fire Commission **Monday, September 15, 2014**
700 Shiocton Street
New London, WI 54961-1160

Commission Present: Al Grumann (Pres.), Joe Kable (Sec.), Tom Schmude, Lund Cooley, John Lee
Police Chief: Jeffrey Schlueter
Fire Chief: Bart Roloff

Meeting called to order at 6:00PM by Grumann .

- No Public Comment
- Motion to approve prior minutes: Cooley 2nd Lee Carried.
- The Commission recognizes service anniversaries.
  Fire Department: Ryan Bednarowski 4 years
  Police Department:
- Report of the Fire Department by Chief Roloff
  - Motion to approve the bills as presented for August in the amount of: $3,131.76: Kable 2nd Lee ; Carried.
  - Budget as of August 31st, 2014 reviewed. Currently 54.54%
  - Discuss 2015 budget and capital projects
    - Motion was made to approve the 2015 budget for $194,608 as presented. Grumann 2nd by Lee carried 5-0
  - Chief Roloff discussed the purchase of the new tablet for the fire truck and the software that will be put on the tablet. 1 tablet will be ordered this year.
  - Fire runs and service calls reviewed.
  - Staffing & Training;
    - Fire Department is currently fully staffed
  - Chief compensation study
    - Chief Roloff worked 58 hours in August.
    - Chief Roloff gave the PFC a printout that keeps track of his duties each month and how long it takes to do each of the duties.
  - Monthly attendance report reviewed.

- Fire inspection notes/reports reviewed.
  - Chief Roloff reported that truck 953 is currently out of service as will not pump water. It will not shift into 4th gear. He is having Johnson Fire look at it.

➢ Chief Roloff was dismissed at 6:46 pm.

➢ Report of the Police Department by Chief Schlueter

- Motion to approve bills for August in the amount of $31,012.84 and $5,140.00: Grumann, 2nd Schmude; Carried. 5-0

- Budget as of August 31st, 2014 was reviewed. Currently 65.82%.
  - Chief Schlueter spoke about the overage in 101.52102.276. This overage is due to the purchase of bullet proof vest. ½ of the cost has been recovered by a Federal Grant.
  - Account 101.52101.139 (overtime) is going to be high this year due to the fact that Officer Peterson resigned and Officer Johnson was gone for about 7 months this year.

- Crime and activity report reviewed.
  - Incident count for August 2014 was 501.

- Current staffing and training update.
  - Chief Schlueter reported that Officer Peterson resigned last week.
  - Chief Schlueter reported that Carson Faulkner is working out good so far as a part-time dispatcher.
  - We have posted the PSLO position at the PD.
  - We will be having some overtime for the rest of the year. We will be filling some of the slot with Officer Kamba.
  - Schmude and Lee will be attending the 1 day PFC Conference in October. Schlueter will get them registered.

- Move to Closed Session per SS 19.85(1)(b) motion by Grumann 2nd by Lee. Carried 5-0
- Move to open session. Motion by Grumann 2nd by Lee. Carried 5-0 No action needed.

- Current activities & investigations update.

- Current projects update.

- Chief Schlueter reported that the PD is in the process of selling the GMC truck that was seized and will eventually be selling the Mountaineer.

- Chief Schlueter was dismissed at 7:32 pm.

Meeting was adjourned at 7:32 pm.

Respectfully submitted,
Joe Kable
Secretary

MINUTES OF UTILITY COMMISSION MEETING

September 2, 2014

The regular meeting of the New London Utility Commission was called to order at 4:00 PM by President Steingraber at the Utility Offices at 400 East North Water Street, New London, WI.

Members present were Steingraber, Brown, Gerhard, Rudie, Schmidt, and Thompson.

It was moved by Rudie and seconded by Brown that the agenda be adopted. Motion carried.

It was moved by Brown and seconded by Schmidt to approve the minutes of the meeting of August 19, 2014 as mailed. Motion carried.

It was moved by Gerhard and seconded by Schmidt that Vouchers 39,964 through 40,017 in the amount of $236,715.39 as listed be paid. Motion carried.

It was moved by Steingraber and seconded by Gerhard that the commission accept the Baker Tilly proposal to assist the Utility with an electric rate increase to be effective the 1st quarter of 2015. This work will be done in conjunction with the City on a potential sewer rate increase. Motion carried.

The manager reviewed the upcoming MEUW District #3 meeting which will be held in Gresham on September 30, 2014.

The commission reviewed a proposal from Wood Sewer & Excavating and Van Straten Construction to install two water main segments: one on Oshkosh Street and the second on South Water Street. Their proposal was approximately $75,000 below the AECOM Engineering estimate. After review and discussion, it was moved by Schmidt and seconded by Steingraber that the commission accept the proposal from Wood Sewer & Excavating /Van Straten Construction. Motion carried.

Manager updated the commission on various project statuses for both the electric and the water departments.

It was moved by Brown and seconded by Schmidt that the meeting be adjourned. Motion carried.

Diane Rudie – Secretary

MINUTES OF UTILITY COMMISSION MEETING

September 16, 2014

The regular meeting of the New London Utility Commission was called to order at 4:00 PM by President Steingraber at the Utility Offices at 400 East North Water Street, New London, WI.

Members present were Steingraber, Brown, Gerhard, Rudie, Schmidt, and Thompson.

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

It was moved by Brown and seconded by Schmidt to approve the minutes of the meeting of September 2, 2014 as mailed. Motion carried.

It was moved by Gerhard and seconded by Schmidt that Vouchers 40,018 through 40,071 in the amount of $2,142,116.92 as listed be paid. Motion carried.

It was moved by Schmidt and seconded by Gerhard that the commission accept the Maki sign proposal for a new utility sign with a 4' x 8' message center per the proposal dated September 15, 2014. Motion carried.

Manager reported to the commission on the status of current electric and the water department projects.

Manager reviewed with the commission the following:

- Hydrant painting for all hydrants north of the river will be painted the week of September 22, 2014.
- Hydrant flushing is scheduled for October 6 through October 9, 2014.

The commission discussed an employee appreciation during for Public Power week in early October.

The manager reported that he was re-elected to the WPPI executive committee for a 3 year term.

It was moved by Brown and seconded by Schmidt that the meeting be adjourned. Motion carried.

Diane Rudie – Secretary

Monthly Report
Floral Hill Cemetery
September 30, 2014

1. For the month of September there were 2 cremation burials and 1 full burial.

2. Project Updates:

   A. The month of September was spent on mowing and trimming.

3. For the month of September a total of $1498.49 was spent on gas, major repair to one of the lawnmowers and other misc. items. $540.00 of that was also spent on stump grinding which was budgeted for this year.

September 2014 - BUILDING INSPECTOR REPORT - CITY OF NEW LONDON

BUILDING PERMITS ISSUED:		**BUILDING PERMITS / YEAR TO DATE:**	
RESIDENTIAL	12	RESIDENTIAL	99
COMMERCIAL	3	COMMERCIAL	34
MANUFACTURING	0	MANUFACTURING	5
MONTHLY TOTAL	15	**TOTAL**	138

CONSTRUCTION VALUES:		**CONSTRUCTION VALUES / YEAR TO DATE:**	
RESIDENTIAL	$ 328,125.00	RESIDENTIAL	$ 999,828.41
COMMERCIAL	$ 50,800.00	COMMERCIAL	$ 1,645,666.92
MAUFACTURING	$ -	MANUFACTURING	$ 586,500.00
CONST. TOTAL	$ 378,925.00	**TOTAL**	$ 3,231,995.33

BUILDING PERMIT INCOME:		**BUILDING PERMIT INCOME / YEAR TO DATE:**	
RESIDENTIAL	$ 1,712.82	RESIDENTIAL	$ 5,949.00
COMMERCIAL	$ 225.00	COMMERCIAL	$ 4,766.75
MANUFACTURING	$ -	MANUFACTURING	$ 4,661.11
INCOME TOTALS	$ 1,937.82	**TOTAL**	$ 15,376.86

September 2013 Building Permit Comparison:

PERMITS ISSUED:		**CONSTRUCTION VALUES:**		**PERMIT INCOME:**	
RESIDENTIAL	15	RESIDENTIAL	$ 81,799.00	RESIDENTIAL	$ 6,607.68
COMMERCIAL	0	COMMERCIAL	$ -		$ 9,834.96
MANUFACTURING	0	MANUFACTURING	$ -	MANUFACTURING	$ -
TOTAL TO DATE	148	**TOTAL TO DATE**	$ 4,251,281.05	**TOTAL TO DATE**	$ 16,442.64

PERMIT	PARCEL	DATE	TYPE OF WORK	CONTRACTOR	OWNER / ADDRESS		Est. Cost	FEE	Assessable	Removed
2014-109	333071800	09/02/14	New Home	Romenesko Dev.	Romenesko Dev.	R	$ 130,000.00	$ 694.58	$ 694.58	
					1809 Lucas Drive					
2014-112	333037000	09/02/14	New Home	Romenesko Dev.	Romenesko Dev.	R	$ 150,000.00	$ 730.74	$ 730.74	
					1812 Lucas Drive					
2014-120	33138932	09/11/14	12 x 14 storage shed	Brad Peeters	Ted Algiers	R	$ 5,000.00	$ 25.00	$ 5,000.00	
					509 W Beckert					
2014-131	33133327	09/01/14	Fence permit	By Owner	Connie Daul	R	$ 500.00	$ 7.50		
					1326 Robin					
2014-134	3313705	09/14/14	Fence permit	By Owner	Tim Kuhnke	R	$ 1,200.00	$ 7.50		
					616 Wyman					
2014-137	33139410	09/17/14	Fence permit	Whirlwind Postholes &	Jim Weyenberg	R	$ 5,000.00	$ 7.50		
				Fence	1701 Cedarhurst					
2014-138	331277252	09/08/14	10' x 20' shelter	By Owner	New London Housing Auth.	C	$ 1,500.00	$ 100.00		
					505 Division					
2014-139	33139439	09/30/14	14' x 18' - 4 season room	Dailey Construction	Richard Platz	R	$ 25,000.00	$ 95.00	$ 25,000.00	
					1404 Pinewood Ct.					
2014-140	331277272	09/23/14	Furnace replacement	Van Handel Htg / Clg	Daniel Malman	R	$ 2,800.00	$ 25.00		
					501 S Pearl					
2014-141	331271106	09/24/14	Re-side commercial bldg	NEW Exteriors	Back to Original	C	$ 41,300.00	$ 25.00	$ 41,300.00	
					333 N Shawano					
2014-142	33137364	09/24/14	Furnace replacement	Hoffman Heating	Leon Fletcher	R	$ 2,765.00	$ 25.00		
					1116 Jefferson					
2014-143	333042701	09/26/14	Demolition permit	Casey Excavating	Evan Voss	R	$ 2,500.00	$ 50.00		
					603 Bruce Street					
2014-144	33137364	09/26/14	Water heater replacement	Hoffman Heating	Leon Fletcher	R	$ 595.00	$ 20.00		
					1116 Jefferson					
2014-145	331276120	09/29/14	Furnace replacement	Hoffman Heating	Robert Roberts	R	$ 2,765.00	$ 25.00		
					503 Wyman					
2014-151	33121212	09/11/14	Commercial Electrical	Northland Electrical	Larry Markman Holdings II	C	$ 8,000.00	$ 100.00	$ 8,000.00	
					810 N Shawano					
					TOTALS		**$ 378,925.00**	**$ 1,937.82**	**$ 80,725.32**	