

PARKS & RECREATION COMMITTEE MINUTES

Tuesday, February 4th @ 4:45 p.m.

COMMITTEE MEMBERS PRESENT: Bob Besaw, Ron Steinhorst, Dennis Herter, John Faucher, Lori Dean

COMMITTEE MEMBERS ABSENT: Bob Marcks, Henrica Bult, Kelli Sager

COUNCIL MEMBERS PRESENT: Tom O'Connell, Mike Barrington, Dave Morack, Mike Pinch

OTHERS PRESENT: Chad Hoerth, Director of Public Services
Lou Leone, City Administrator (entered @ 4:47 pm)
Michelle Lambrecht, Public Services Administrative Assistant
Craig Schuh; Ayres & Associates
Jamie Walbruck; New London Youth Baseball

Besaw called the meeting to order at 4:45 p.m. Dean moved to approve the agenda, seconded by Herter. *Motion carried by all.*

Public comment relevant to items on agenda: None presented

Recommend to council execution of a Professional Services Agreement with Ayres Associates for Grant application and design services for the Newton Blackmour Trail Extension: The Outagamie County Finance Committee approved the city moving forward with plans to use leftover revolving loan funds for the Newton Blackmour Trail extension. The next phase would be to create 60% design plans for the trail, write an application for the revolving loan funds through a Community Development Block Grant (CDBG), prepare documents for a Stewardship grant application and work with Waupaca County Parks on a request for snowmobile funding assistance. Hoerth is recommending hiring Ayres Associates to assist with the design plans, CDBG application and Stewardship grant application.

Steinhorst moved, seconded by Herter that council consider approving the proposed professional services agreement with Ayres Associates in the amount of \$37,900 for design and grant services toward the Newton Blackmore trail extension. *Motion carried by all.*

Discussion and possible action regarding fees for New London Ball Diamonds: Chairman Besaw and Hoerth discussed ball diamond usage and have proposed to have a meeting with club representatives to work out scheduling conflicts. Hoerth will schedule a meeting with club representatives on this topic and if conflicts cannot be resolved it will be brought back to the committee for further discussion. *No motion was made on this item at this time.*

Approve and agreement with East Central Wisconsin Regional Planning Commission for assistance in preparation of the city's 2021-2025 Comprehensive Outdoor Recreation Plan: The city's Comprehensive Outdoor Recreation Plan (CORP) is up for review as the current 5 year plan will expire at the end of 2020. The city needs to have a current CORP on file to be eligible for DNR grants. East Central Wisconsin Regional Planning Commission (ECWRPC) assisted with the city's current plan and presented a quote to update the plan for \$3,500.

Dean moved, seconded by Steinhorst to recommend that council considers executing the professional services agreement with East Central Wisconsin Regional Planning Commission in the amount of \$3,500.00 to prepare the City of New London's 2021-2025 Comprehensive Outdoor Recreation Plan. *Motion carried by all.*

Discussion about New London Access Cable Services and Cable Producer: Richard Johnson, New London Access Cable Producer, plans on retiring in the next few months and the committee felt it was a good time to do an evaluation of the cable services and job responsibilities before hiring a replacement. The cable service is funded through cable franchise fees, not through tax dollars, and is in a positive position to consider future technology upgrades for video broadcasting. The committee reviewed the core functions of the cable service and felt they were still important for the new cable producer. The committee briefly discussed whether to record and broadcast committee meetings and will review that topic further at a future meeting. *No motion was made on this item at this time.*

Director's Report/Memo: None identified

Chairman's Report: None identified

Committee Member's Report: None identified

Next Month Agenda Items:

- Boat launch ticket machines
- Consideration of broadcasting committee meetings

Dean moved to adjourn; seconded by Steinhorst at 5:31 p.m. *Motion carried by all.*

Chad R. Hoerth
Director of Public Services

AGENDA

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

MEETING NOTICE

PARKS & RECREATION COMMITTEE

Tuesday, February 4th, 2020

4:45 p.m.

Council Chamber, New London Municipal Building

Meeting Documents

1. Call meeting to order, Adopt Agenda
2. Recommend to council execution of a Professional Services Agreement with Ayres Associates for Grant application and design services for the Newton Blackmour Trail extension
3. Discussion and possible action regarding fees for New London Baseball Diamonds
4. Approve an agreement with East Central Wisconsin Regional Planning Commission for assistance in preparation of the city's 2021-2025 Comprehensive Outdoor Recreation Plan
5. Discussion about New London Access Cable Service and Cable Producer
6. Director's Report
7. Chairman's Report
8. Committee Member's Report
9. Next Month Agenda Items
10. Adjournment

Robert Besaw, Chairman
New London Parks & Recreation Committee

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



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

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

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

New London Access
215 N. Shawano Street
New London, WI 54961
920.982.8537

Building & Grounds/
Park Shop
915 W. Wolf River Ave
New London, WI 54961
920.982.8510

DEPARTMENT OF PARKS & RECREATION

CITY OF NEW LONDON

Memorandum

TO: New London Park & Recreation Committee
FROM: Chad Hoerth, Director of Public Services
RE: February 4th Park and Rec Committee Meeting
DATE: January 30th, 2020

REMINDER: THE COMMITTEE MEETING WILL BEGIN AT 4:45PM

Recommend to council execution of a Professional Services Agreement with Ayres Associates for Grant application and design services for the Newton Blackmour Trail extension- As discussed at our last committee meeting, I've been working with Outagamie County in regards to the opportunity to acquire CDBG funding for the Newton Blackmour trail extension. The Outagamie County Finance Committee met on January 21st and approved moving forward with the plan to allow the City of New London to apply for and use the funding towards the trail. The next step on our end would be to continue trail design and apply for the grant. I'm recommending hiring Ayres and Associates (who had completed the design work thus far) to work on the next design phases (up to 60% design) and not only write the CDBG, but also prepare documents for the next round of Stewardship grant funding (I'm recommending that we try to get as much outside financial assistance as we can get). I've also spoken with John Francis, Waupaca County Parks Director, to see if they can apply for snowmobile funds for some assistance as well, he's working on that possibility. I've sent the agreement to attorney Luaders for his review, however have not heard back just yet. Keep in mind that this agreement is just for the next phase of the project. Beyond this agreement we'll still need to enter into another agreement for engineering services for the final design phases, submit DOT/DNR Right of Way permit applications, create bid/contract documents, construction administrative services and grant close out documents.

Possible/recommended motion: "I make a motion that Council considers approval of the proposed professional services agreement with Ayres Associates in the amount of \$37,900 for design and grant services towards the Newton Blackmore trail extension."



Discussion and possible action regarding fees for New London Baseball Diamonds- at last month's meeting, the committee talked about user groups and ball diamond usage during the summer months. Chairman Besaw and I discussed the issue a bit further recently and both came to the conclusion that it may be best that I sit down with the groups and see if I can come up with a "gentleman's agreement" on diamond usage that will work out for the groups. Each year I have a meeting with the club representatives to talk about the season and we can discuss this topic at that annual meeting. So unless the committee would like to take a different direction on this topic, I think that's the solution we'll recommend at this time. Please let us know your thoughts at the meeting and what direction we should go.

Approve an agreement with East Central Wisconsin Regional Planning Commission for assistance in preparation of the city's 2021-2025 Comprehensive Outdoor Recreation Plan- a few months ago (I believe we were talking about budgets or grant items) the mayor brought up the point that our Open Space and Rec plan (aka: Comprehensive Outdoor Recreation Plan-CORP) may be up for review soon. He was correct, as our current plan expires at the end of 2020. I reached out to East Central Wisconsin Regional Planning Commission (who has assisted us in the past with the plan) to obtain an estimate for an update for the next 5 years. Luckily, it was around the same time that ECWRPC was soliciting for 2020 Technical Assistance Programs, which offers planning projects at a reduced rate. The cost for this service would be \$3,500 (detailed on page 10 of the agreement and shown below):

<u>ECWRPC Responsibilities</u>		<u>Cost Estimate*</u>	
1	Conduct Kickoff Meeting	1	No charge (tech assist.)
2	Develop/implement Web-Based Public Survey	2	No charge (tech assist.)
3	Needs Analysis & Level of Service	3	\$1,250
4	Vision and Goal Development	4	No charge (tech assist.)
5	Prepare/Present Background Data	5	\$1,000
6	GIS Mapping Updates	6	\$1,250
7	Analyze & Develop Strategies	7	No charge (tech assist.)
8	Review Goals, Objectives, Action Plan and Recommendations	8	No charge (tech assist.)
TOTAL - \$3,500			
* Reflects a discount of approx. \$11,000 from ECWRPC programs.			

I would plan/propose splitting this cost between the city's Recreation, Park and Aquatics operations budgets.

To be eligible for DNR grants, the city needs to have a current CORP plan on file, so if we do not update this plan, the city would more than likely not qualify for future DNR grants. I'm making the recommendation that the city hire ECWRPC to create the city's 2021-2025 Comprehensive Outdoor Recreation Plan.

Possible/recommended motion: "I make a motion that Council considers executing the professional services agreement with East Central Wisconsin Regional Planning Commission in the amount of \$3,500.00 to prepare the City of New London's 2021-2025 Comprehensive Outdoor Recreation Plan.

Discussion about New London Access Cable Service and Cable Producer: At the January Committee meeting it was asked to place this on the agenda for future discussion as Richard is looking at retiring in the next few months. I'm not sure where this conversation will go exactly, but it sounds like the intent was to evaluate the service as it may be a good time for any changes. Just to get the juices flowing, here's some information about the service and a few of my thoughts.

I found the latest adopted policy on the cable service (adopted by the Cable Commission in 2005) and have provided a copy of it in your packet. Moving forward it's probably a good idea that we review and update this in the near future.

Today, the Cable programming service has been providing several major functions:

- Record and broadcast community events for entertainment viewing
- Provide video coverage of council meetings and school board meetings
- Promote upcoming community events
- Educate the public on what's going on in the community or on city announcements (PSA's)
- Provide marketing opportunities to promote New London to those outside the community

I think the Committee needs to look at this list and determine if these are the core functions of the service. If so, we'll need to consider some upgrades to our equipment in the near future as the equipment is very old (my thought was to allow the new cable producer to do the homework and seek out what equipment they would recommend using). Most of our equipment currently is in an analog format or old and we should consider updating our equipment to a digital format. A digital format provides quicker downloads of video and much better resolution. However to do this you need to have digital capable equipment throughout the entire capturing, editing and broadcasting process to keep that high quality. This would include:

- Cameras for capturing video
- Video editing equipment- with today's technology you don't really need expensive dedicated hardware anymore, we basically need a good computer with video editing software.
- Video Servers- we have several servers we use for broadcasting over our cable access channel (Charter/Spectrum Channel 990). Richard uses these servers to schedule the programming. (*"Back to the Future" rewind: years ago staff would have several VHS tape decks and timers set up that the tape decks would start and play the VHS tapes at specific times. You could only schedule videos as much tape as you had set up in the VCRs. In 2009 we upgraded to computer servers which allowed us to schedule weeks' worth of video programming at one time. That made it a lot easier if the cable producer went on vacation, they could schedule all the video programming for the time they were on vacation before they left*). The video servers also program and schedule PSA (Public Service Announcements) for community events or city announcements. At one time we also could stream the channel over the internet (so if you didn't have Charter TV, you could still watch council meetings live over the internet). That video stream server has since broken and we haven't been able to stream live over the internet in some time. We still upload videos to YouTube.com that you can watch "on demand" at a later time, but right now we're not broadcasting our channel live over the internet, (which is something I'd like to get working again in the future).
- Video mixing board- if we continue to run with multiple cameras for council meetings, we'll need to invest in a digital mixing board to switch between the cameras. I've seen other council rooms where instead of having 2-3 people operate cameras (like Ginger and I do) they have smaller cameras mounted to the walls which one person can control (pan/zoom) on the mixing board. This is something I would like to research in the future as well.

Remember, the cable service is funded through cable franchise fees (not tax dollars). We've been saving or building up the cable fund a little bit knowing that these potential equipment upgrades are coming so we should be in a position in the near future to start some of these upgrades if we go that route.

So again I'm not sure where the conversation will go on this item, but I think it is a good opportunity to look at the core functions of the service is to see if any changes are desired.

Director's Report

1. Years of Service Report:
 - No service anniversaries to report on in the last month
2. Department Usage & Financial Statistics –Reports will be emailed before the meeting.
3. Upcoming/Past Events –
 - On February 2nd, 2020 there is a “Snow Blown” Disc Golf Tournament at Hatten Park (outside event sponsor).
 - On February 28th, staff will be hosting our annual Daddy Daughter Dance at the Washington Center gym.
4. Updates on Projects/Notable Information:
 - Staff is currently working on creating the 2020 Summer program guide and contacting seasonal staff to see who's returning this summer.
 - Dude Solutions has finished up the assessment process for all our building mechanical systems, they will now be plugging that information into our CMMS program and we'll be taking the next steps in building the program for our needs.
 - At the July 2019 committee meeting, Samuel Olsen presented his Eagle Scout project for a display board at the NL Jaycees Dog Park. Sam has finished his project and I've included a picture of the new display board below:



AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of January 28, 2020 between City of New London, 215 N. Shawano St., New London, WI 54961 (OWNER) and Ayres Associates Inc, 3376 Packerland Drive, Ashwaubenon, WI 54115 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for 60% design of the NEWTON BLACKMOUR State Trail (NBST) from House Road to Pfeifer Park. The NBST spans approximately 22 miles. Upon completion, the trail terminates at House Road, approximately 1 mile east of the City. Extending the multi-use trail into the City will create a direct link for trail users to access the amenities provided by the City. The proposed trail will replicate the existing trail corridor, consisting of a crushed limestone surface and any necessary boardwalk areas to avoid wetland disturbance. Ayres and the City will work with, Waupaca County to conceptually design a single span bridge over the Embarrass River for pedestrian and snowmobile traffic, finalizing the connection of the trail into Pfeifer Park. In addition, Ayres will complete and submit a Community Development Block Grant -CLOSE (CDBG – CLOSE) Program implemented by the Wisconsin Department of Administration (DOA) and a Knowles-Nelson Stewardship Program application implemented by the Wisconsin Department of Natural Resources (WDNR) and as described in Attachment A (hereinafter called the Project) and Exhibit 1.

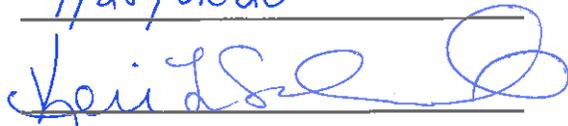
OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 5 pages.
- Attachment B - Period of Services, consisting of 2 pages.
- Attachment C - Compensation and Payments, consisting of 3 pages.
- Attachment D - Terms and Conditions, consisting of 3 pages.
- Attachment E - Insurance, consisting of 2 pages.
- Exhibit 1 – Supplemental Scope of Services

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

_____		Ayres Associates Inc
OWNER		CONSULTANT
_____	(Signature)	
_____	(Typed Name)	Craig R. Schuh, PE
_____	(Title)	Manager – Engineering Services
_____	(Date)	1/28/2020
_____	(Attest)	
_____	(Typed Name)	Keri L. Scheuerell
_____	(Title)	Administrative Assistant

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated January 28, 2020 between City of New London (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.2 Study and Report

Not Used

1.3 Preliminary Design Phase

After written authorization to proceed with the 60% Design Phase, CONSULTANT shall:

1.3.1 In consultation with OWNER determine the general scope, extent and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above 60% Design documents and present and review them in person with OWNER.

1.4 Final Design Phase

Not Used

1.5 Bidding or Negotiating Phase

Not Used

1.6 Construction Phase

Not Used

1.7 Post-Construction Phase

Not Used

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and subconsultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8 Services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated or if CONSULTANT has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in Attachment D, paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 N/A

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Attachment C.

2.2.1 Services in connection with work change directives and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.
- 3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.
- 3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.
- 3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:
- 3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.
- 3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.
- 3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.
- 3.4.4 Property descriptions.
- 3.4.5 Zoning, deed and other land use restriction.
- 3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.
- 3.5 Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.
- 3.6 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.9 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:
- 3.9.1 Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- 3.9.2 Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor(s) raises, or CONSULTANT reasonably requests.

3.9.3 Such auditing services as OWNER requires to ascertain how or for what purpose any Contractor has used the money paid.

3.10 If OWNER designates a person to represent OWNER at the site who is not CONSULTANT or CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12 Furnish to CONSULTANT data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that CONSULTANT may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

3.15 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.16 Bear all costs incident to compliance with the requirements of Article 3.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated January 28, 2020 between City of New London (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the 60% Preliminary Design. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 Not Used

4.3 CONSULTANT shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within 160 days.

4.4 Not Used

4.5 Not Used

4.6 Not Used

4.7 Not Used

4.8 Not Used

4.9 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.10 Not Used

4.11 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

4.12 In the event that the work designed or specified by CONSULTANT is to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and CONSULTANT shall, prior to commencement of the Final Design Phase, develop a schedule for performance of CONSULTANT's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such

contracts is to proceed concurrently and is to be included in this Attachment B and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated January 28, 2020 between City of New London (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, except for services of CONSULTANT's Resident Project Representative and Post-Construction Phase services, if any, as follows:

5.1.1.1 A Lump Sum amount of \$37,900 based on the following assumed distribution of compensation:

a. Preliminary Design Phase	
CDBG – CLOSE Application	\$10,000
Knowles-Nelsen Stewardship Grant Application	\$ 5,500
60% Design Services	\$22,400

5.1.1.2 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by OWNER.

5.1.1.3 The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's independent professional associates and subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

5.1.2 Not Used

5.1.3 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.3.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 or 2.2 (except for services as a consultant or witness under Attachment A, paragraph 2.1.13), an amount equal to CONSULTANT's Direct Labor Costs times a factor of 2.95, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.4 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.4.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT based on the rates set forth in Appendix 1 to this Attachment C.

5.1.4.2 For External Reimbursable Expenses. An amount equal to invoiced external Reimbursable Expenses allocable to the Project multiplied by a factor of 1.0.

5.1.5 Amounts Billed.

5.1.5.1 Lump Sum Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Lump Sum basis will be billed based upon CONSULTANT's

estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5.1.5.2 Direct Labor Costs Times a Factor Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Direct Labor Costs times a factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by CONSULTANT's employees multiplied by the above designated factor, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.6 Annual Adjustments. The Direct Labor Costs will be adjusted annually (as of January) and the factor applied to Direct Labor Costs and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.7 Other Provisions Concerning Compensation

5.1.7.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.7.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.7.3 Estimated Compensation Amounts. CONSULTANT's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall be paid for all services rendered hereunder.

5.1.7.4 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5.3.2 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

Policy: It's the policy of Ayres Associates that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and are reviewed/updated annually.

Company-Owned Equipment

ENVIRONMENTAL MONITORING, SAMPLING, TESTING:

FID/PID/OVA	\$56.00 Day
FLOW 3D Model Processing	\$0.60 Core hour
Flowmeter	\$190.00 Month
Groundwater Sampling	\$16.50 Sample
Nuclear Density	\$110.00 Day
Peristaltic Pump	\$365.00 Day
Proactive Monsoon Pump	\$70.15 Day
Sediment Sampler	\$120.00 Day
Soil Sampling	\$3.00 Sample
Temp/pH Conductivity Meter	\$17.90 Day
Vacuum Pump	\$175.00 Use
Vapor Sampling	20.75 Sample
Water Level Meter	\$27.45 Day

CONSTRUCTION TESTING AND SAMPLING:

Concrete/Testing Equipment	\$22.55 Day
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PHOTOGRAMMETRIC AND SURVEYING:

Depth-Sounder Meter	\$92.85 Day
Digital Photogrammetric Workstation	\$7.80 Hour
Distance Measuring Equipment	\$20.60 Day
Drone	\$100.00 Day
GPS	\$38.90 Day
High Precision Digital Level	\$39.45 Day
Laser/Automatic Level	\$7.65 Day
Total Station (Robotic)	\$57.30 Day
TX8 HD LiDAR System	\$1,210.00 Day

STRUCTURAL ABOVE/UNDER WATER INSPECTION :

Air Tank	\$24.05 Tank
Climbing Gear	\$220.00 Day
Company-owned Dive Suit/Gear	\$57.20 Day
General Inspection Equipment	\$23.50 Day
NDT/Testing Equipment	\$550.00 Day
Resistograph	\$97.00 Day
Surface Supplied Air/Diver	\$230.00 Day
Underwater Camera	\$20.20 Day

SUBSURFACE UTILITY EQUIPMENT:

Hammer Drill & Accessories	\$185.00 Day
RD Electronic Locating Device	\$34.75 Day
RD Ground Penetrating Radar	\$365.00 Day
VAC Truck	\$645.00 Day

TRAFFIC DATA COLLECTION:

Miovision Scout VCU	\$47.05 Day
Traffic Counter	\$13.20 Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV)	\$260.00 Day
Boat/Motor/Trailer	\$300.00 Day
Company Trucks	\$0.93 Mile
Personal Auto	Current IRS Rate

Rented Equipment

Employee-owned Dive Gear	\$15.00 Day
Employee-owned Wet Suit	\$10.00 Day
Rental Bucket Lift Truck	\$690.00 Day

Meals and Lodging (as of October 01, 2018)

Traveler reimbursement is dependent upon where the project is located, not the accommodations nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at: www.gsa.gov/perdiem

The following table shows the breakdown of the Basic (CONUS) rate for lodging, breakfast/continental breakfast, lunch, and dinner. Ayres Associates current CONUS per diem rate is \$146 for lodging and meals (less incidental expenses.)

Rate Description	Explanation	Basic Rate Continental U.S (CONUS)
Lodging	Standard Rate	\$96
M & IE	Meals and incidentals as listed on federal website	\$55
Less incidental expenses (not reimbursed)		
Company reimbursement excluding incidentals		(\$5)
Ayres Associates daily meals rate (Net reimbursement rate)		\$50
<u>Rates for meals segregated by type</u>		
Breakfast/Continental Breakfast		\$13
Lunch		\$14
Dinner		\$23
First & Last Day of Travel (Meals @ 75%)		
Ayres "Net meals rate" reimbursed at 75%		\$37.50

Project Location Look-up:

1. Meal and lodging rates differ by location.
2. For a map of the continental United States go to: www.gsa.gov/perdiem
3. Search the projects location by City, State, or Zip Code.
4. Cities not appearing on the website may be located within a county for which rates are listed.
5. To determine what county a city is located in, go to: www.naco.org and choose "Counties".

Reimbursable Expense Schedule (Revised October 01, 2019)

Vendor Supplies - Actual Cost

Aerial mapping	Gloves (rubber or cloth)	Recording fees
Aerial Photography	GPS equipment	Reference materials
55 gallon drums	Hammer drill & accessories	Research fees
Airfare	Haz Matls Site Database Research	Review Fees
Aluminum cap domes	Hub flags	Robotic survey equipment
Aluminum caps	Hubs	Rope
Asphalt lab test	Ice	Safety equipment
All terrain vehicles	Interface probing devices	Safety supplies
Audience response devices	Internet services, faxes	Sampling Jars
Augering devices	Lab services, testing, supplies	Scans
Baggage fees	Laser level	Sediment sampling
Batteries	Lath	Shelby tubes
Bentonite	Legal document costs	Shipping fees
Bid notice fees	Legal notice fees	Shipping/postage (mass mailings)
Binders	Light rail fees	Shuttles and taxis
Binding	Locking caps, caps	Smoke bombs
Bluelines/blueprints	Locking well caps, well caps	Software – project specific
Bleach	Locks	Soil sample liners
Boat rental	Lumber crayons	Spatulas
Boat ramp fees	Magic markers	Spikes
Camera	Maps	Stake chasers
Car rentals/ fuel	Marking paint	Stake tack
Carbon dioxide tubes	Medical monitoring	Survey markers
Casing	Medical testing	Syringes
Computer flash drives	Meeting room rental	T posts
Concrete	Methanol	Teflon bailers
Concrete coring	Micron filters	Telephone (employee reimb)
Concrete testing/equipment	Models	Temporary help agencies
Concrete cylinder molds	Monuments	Temporary housing
Corner marker pipe	Multi-spectral scanner	Testing kits
Data research/services/materials	Mylar	Tide gauges
Decontamination materials	Nail marker tabs	Toll fees
Disposable bailers	Nails	Total station
Disposable cameras	Nuclear Density Meter	Traffic control/protection
Disposable gloves	On-line access fees	Traffic counting equipment
Distilled water	On-line survey research	Traffic data fee
Dividers and tab stock	Oxygen meter	Tubing
Drill bits	Paper towels	Tyvek Suit
Dry-lock fast plugs	Parking fees	Ultrasonic/weld testing
Duct tape	Permit fees	Utility exploration trenching
Equipment rental	Pipe	Vapor sampling
Fees/permits/licenses titles	Pipettes	Vellum
Fence posts	Plan fees	Vials
Field books	Plastic bags	Video recording equipment
Filler paper	Plastic-coated line	Washers
Film/development/photos	Plats/recording fees	Water filters
Flagging tape	Polyethylene bailers	Water/Sewer testing equip, sup
Flags	Public info meetings/costs	Water level recording devices
Flow & FLOW 3D testing equipment	Presentation materials	Well materials
Gaskets	Printing/Reproduction/Plots	Well seals
Generator rental	Public notice fees	Whiskers
Geotechnical testing/lab services	Publications	
GIS data	Rebar	

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated January 28, 2020 between City of New London (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A, paragraphs 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs which is defined in Attachment A, paragraph 1.2.6.)

6.2 Opinions of Probable Cost

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in Attachment A.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use and occupancy of the Project by OWNER and others; however, such documents are not

intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Betterment

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

7.11 Limitation of Professional Liability

OWNER agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or CONSULTANT's fee, whichever is greater. In the event that OWNER does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving OWNER's written request prior to the start of CONSULTANT's services.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated January 28, 2020 between City of New London (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$	1,000,000
Aggregate:	\$	1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

Project Description

The City of New London desires to extend the NEWTON BLACKMOUR State Trail (NBST) from House Road to Pfeifer Park. The NBST spans approximately 22 miles and has been completed for the past 3 years. Upon completion, the trail terminates at House Road, approximately 1 mile east of the City. Extending the multi-use trail into the City will create a direct link for trail users to access the amenities provided by the City. The proposed trail will replicate the existing trail corridor, consisting of a crushed limestone surface and any necessary boardwalk areas to avoid wetland disturbance. In addition, the City will work with Waupaca County to design a single span bridge over the Embarrass River for pedestrian and snowmobile traffic, finalizing the connection of the trail into Pfeifer Park. In addition, Ayres will complete and submit a Community Development Block Grant -CLOSE (CDBG – CLOSE) Program application implemented by the Wisconsin Department of Administration (DOA) and a Knowles-Nelson Stewardship Program application implemented by the Wisconsin Department of Natural Resources (WDNR)

Scope of Services

CDBG - CLOSE

- Meet/Contact the City to discuss the project and the CLOSE application.
- Work with City to collect all data required by the CLOSE application.
- Create project location map(s).
- Collect City signatures for the application, as necessary.
- Provide templates for resolutions, from DOA, that the City will need to adopt in order to be eligible for a CDBG application. (All listed below are required, some may already be in place, and some may need to be updated for required language).
 - Authorizing Resolution for Application
 - Citizen Participation Plan
 - Adopting Resolution for Citizen Participation Plan
 - Fair Housing Ordinance
 - Adopting Resolution of Fair Housing Ordinance
 - Relocation Plan/Anti/Displacement Policy
 - Acquisition/Relocation/Demolition Questionnaire
 - Non-Violent Demonstration Policy
 - Excessive Use of Force Policy
- Prepare Citizen Participation meeting notice, agenda, and minutes.
- Participate in the Citizen Participation meeting.
- Make required number of copies of the final application for the City and DOA files.
- Prepare and submit the completed application to DOA.
- Respond to follow up questions from DOA after submission of the application.

Knowles-Nelson Stewardship Program

The Stewardship Program includes assistance with projects that provide outdoor recreation opportunities for the public.

Items included in the scope of services for this application include:

- Prepare the resolution application, project description, and related environmental forms.
- Use existing Ayres information for mapping of the project, site plan and project location for the area.
- Use revised Ayres estimates of probable construction costs to discuss with City for final cost determination.
- Prepare all other application forms including acceptable use forms, and other necessary attachments. Provide draft application to City for review prior to submittal to the DNR.

Design Services

The project approach will play an important role in the success of this project. Ayres Associates has extensive experience in formulating an efficient, cost-effective approach that will meet the needs of the City. The approach outlined below was developed based on Ayres Associates' considerable experience in trail construction projects.

1. Continue utility/plan coordination with WDNR, WisDOT, Outagamie County and Waupaca County.
2. Budgetary cost estimate for use with grant applications and City planning.
3. Hold a public information meeting for property owners adjacent to the proposed trail location.
4. Plan design will include vertical and horizontal alignment, slope intercepts, culvert locations, and typical sections for proposed NEWTON BLACKMOUR State Trail.
5. Complete CADD drafting of a 60% set of plan and profile sheets, cover page, associated details and property information. Details and plan work will include, but not limited to, barrier wall detail, curb and gutter on STH 54 at trail near USH 45 overpass, storm sewer preliminary design, and options for USH 45 slope paving replacement. Cross sections will be incorporated into the set of plans.

Responsibilities of Owner and Others

- Provide proof of local matching funds for project.
- Publish public notices related to the grant.
- Publish/Post notice for required Citizen Participation Hearing(s).
- Sign all necessary paperwork (various forms, application, etc).
- Provide all available project-related data which may be pertinent to this project.

Schedule

We will complete the applications and 60% design within 160-days from date of authorization. This is dependent on timely reviews and feedback from the Village. The Stewardship Program for Recreational Trails application is due May 1.



East Central Wisconsin Regional Planning Commission

**Scope of Work & Contract for Services to the
City of NEW LONDON, Wisconsin for:**

**Preparation of 2021-2025 Comprehensive
Outdoor Recreation Plan Update**



**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION AND THE CITY OF NEW
LONDON FOR THE PREPARATION OF A
COMPREHENSIVE OUTDOOR RECREATION PLAN (CORP)**

This Agreement, entered into on _____, by and between the East Central Wisconsin Regional Planning Commission (hereafter referred to as the Commission) and City of NEW LONDON (hereafter referred to as the City)

WHEREAS, the City has requested the Commission to provide professional services for the creation of a CORP and,

WHEREAS, the Commission represents itself as having the qualifications, knowledge, and skill sets to perform such work;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

I. Engagement of the Commission. The City hereby agrees to engage the Commission and the Commission hereby agrees to perform the services hereinafter set forth.

II. Scope of Work to be Undertaken by the Commission.

A. The Commission will provide services to the City as requested by the Parks and Recreation Coordinator **in accordance with the attached Scope of Services and Cost Estimate** dated November 30, 2019 (Appendix A).

B. The Commission shall coordinate all of its work with the *City Public Services Director (DPW & P&R)*
The City's Contact information is:

Gary Henke
City of NEW LONDON Mayor
405 E. Wolf River Ave.
New London, Wisconsin 54961
Phone: (920) 982-5768 x 103
E-mail: mayor@newlondonwi.org

Chad Hoerth
Public Services Director (DPW & P&R)
215 N. Shawano St.
New London, Wisconsin 54961
Phone: (920) 982-8500 x 116
Email: choerth@newlondonwi.org

The Commission's contact information is:

Eric Fowle, ECWRPC
400 Ahnaip Street, Menasha, WI
920-751-4770
efowle@ecwrpc.org

Trish Nau, ECWRPC
400 Ahnaip Street, Menasha, WI
920-751-4770
tnau@ecwrpc.org

III. Assistance from the City.

A. The City agrees to provide all data, information and resources to the extent reasonable and necessary for the Commission to execute its duties under this agreement.

IV. Personnel

A. The Commission represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. It is understood that its personnel shall in no manner be considered employees of the City nor shall they have any other contractual relationship with the City.

B. All of the services required will be performed by the Commission or under supervision of its personnel.

- C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of the City.
- V. Time of Performance. This contract will be in effect beginning January 1, 2020 through December 31, 2020, and may be extended only upon the mutual written agreement of the Commission and the City.
- VI. Total Fee for Services. Total fee for services is based on a time and expense basis not to exceed **\$3,500.00** as detailed on the attached Scope of Services and Cost Estimate (Appendix A).
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the City will reimburse the Commission in **two** installments of **\$1,750.00** within 30-days of receipt of an invoice for services, billed in May and November. The Commission shall provide a completed W-9. **Invoices shall be sent to the Park and Recreation Coordinator at the contact information noted previously.**
- VIII. Termination for Convenience of the CORP. The City has the right to terminate this contract giving 7-days written notice to the Commission. If the agreement is terminated by the City as provided herein, the Commission will be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to the project prepared by the Commission will, at the option of the City, be made available to it.
- IX. Changes. The Commission shall meet with the City near the mid-point of project completion to evaluate work moving forward and project costs for potential adjustments if needed. The Commission may, from time to time, request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the City and the Commission, will be incorporated in written amendments to this agreement.
- X. Assignability. The Commission will not assign or transfer any interest in this agreement without the prior written consent of the City; provided, however, that claims for money due the Commission from the City under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- XI. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he/she may be required to perform herein.
- XII. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by, or acts in excess of the scope of authority of the indemnified party.

IN WITNESS THEREOF, the City and the Commission have executed this Agreement as of the date first above written.

For the City of NEW LONDON

For the East Central WI RPC (Commission)

Gary Henke, Mayor

Eric Fowle, Executive Director

Date: _____

Date: _____

APPENDIX A - SCOPE OF SERVICES & COST ESTIMATE

City of New London Comprehensive Outdoor Recreation Plan 2021-2025

Overview

This scope of services document outlines the tasks, activities, products, timelines, and costs for creating the City of NEW LONDON's Comprehensive Outdoor Recreation Plan in accordance with the Wisconsin Department of Natural Resources guidelines, NR 50 of the Wisconsin Administrative Code to be eligible for grant opportunities.

Planning Approach

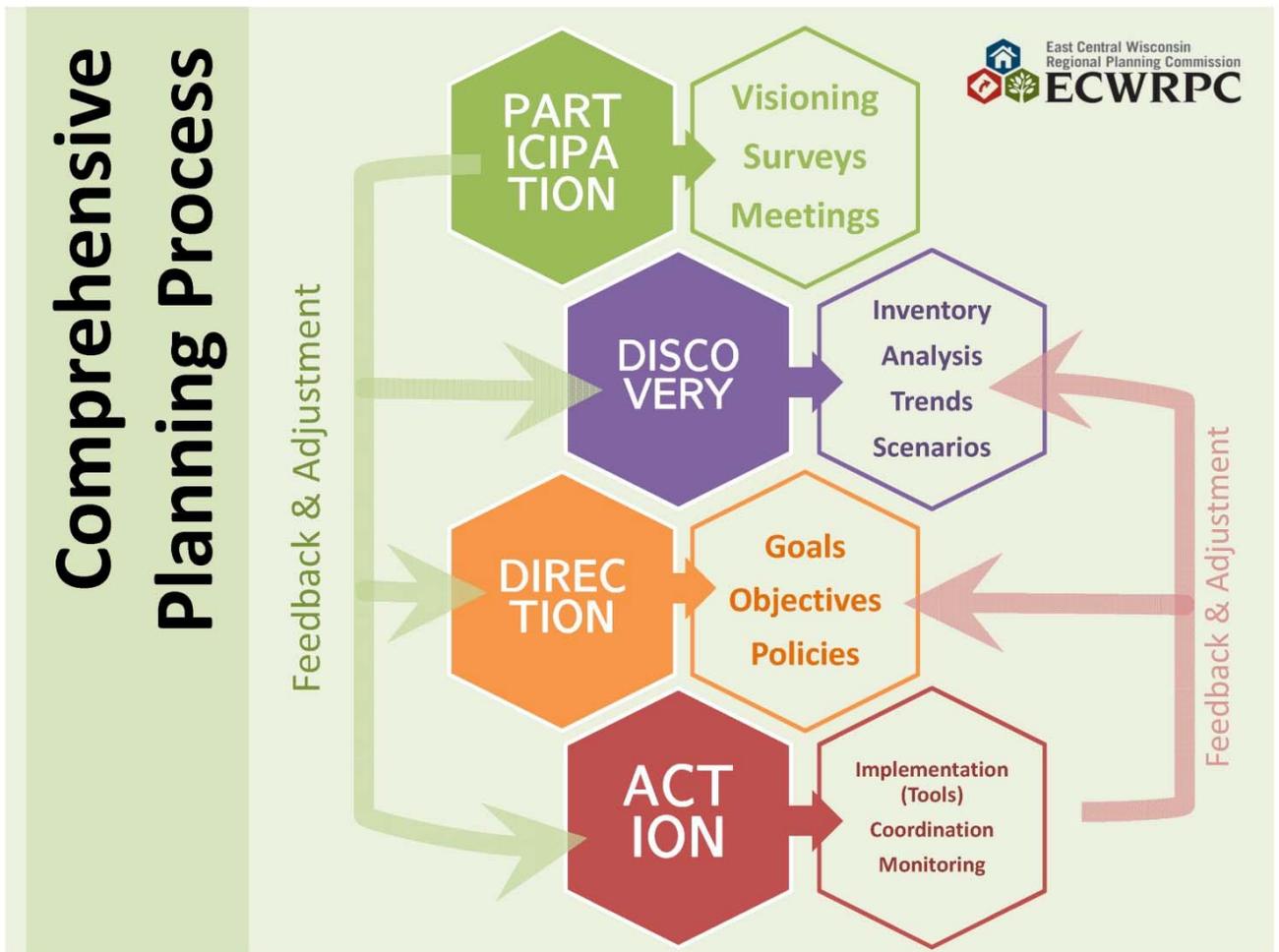
East Central's approach to planning is focused on developing an appropriate vision for the future that is created by the community, for the community. We firmly believe that a high level of citizen engagement early on in the planning process will benefit not only the quality of the plan that is created, but will also ease the tensions that typically come into play at the end of many public. The reason for this is that the end result of the process – the plan itself – is something that is developed by the community through a process which facilitates 'ownership' of the plan.

We accomplish this using a consistent and simple engagement process (Figure 1). First, an update and assessment of all factual information is built into the City of NEW LONDON's Comprehensive Outdoor Recreation Plan and completed. This information is then shared with community leaders and the general public in order to identify and explore critical issues, trends and opportunities associated with expected changes in the community. Public input is sought early and often to ensure that the final, Comprehensive Outdoor Recreation Plan is well-connected to the community's short and long term desires, and that appropriate steps are provided as a guide for how to achieve the vision.

Public participation and engagement is proposed and may occur in two general forms:

- 1) Traditional, yet well publicized meeting notices and public comment opportunities (newsletters, press releases, maps, flyers/posters, web postings etc.). Additionally, public comment opportunities are encouraged at each regular Park Board (or advisory committee) meeting during the process along with an online survey. This may include a final public hearing at the end of the process.
- 2) Through the hosting of a web based Public Online Surveys and/or Mapping Portal that allows participants to provide information, insights and opinions on a variety of park and recreation options in a variety of manners, including on-line forms and mapping.
(see below)

Figure 1 – Comprehensive Outdoor Recreation Planning Process



Web-Based Public Visioning Portal

The Public Visioning Portal may be used to initiate a web based survey. GIS mapping technologies are also available to allow residents and stakeholders to participate in a number of exploratory questions and exercises in order to identify specific park and recreational issues, high priority trends, needed physical improvements, and plan implementation opportunities that will be used to maintain or enhance the CORP. This process will generate materials that will enhance the plan by adding several more layers of 'depth' to addressing park and recreation issues.



The Commission will provide assistance and offer advice with the following:

East Central will work with the Park Board/Committee as the primary body for discussion and decision-making throughout the process. While East Central's staff will do what they can to ensure an efficient process **ECWRPC will:**

1. INTRO: Provide new numbers for population trends and projections (tables) based off DOA estimates and Census numbers. Help in updating park and facility planning standards, general characteristics, background, etc. Correlation to existing Comprehensive Plan will be used if available.

2. RECREATION FACILITIES INVENTORY: Review existing facilities provided in the old plan (if present) and listing any new ones with accurate descriptions of each. Fieldwork will be necessary in providing an accurate listing of recreational resources that the community encompasses.

3. GOALS & OBJECTIVES: Review present goals, revision and possible creation of new ones, based on Community / Public input. Staff will attend meetings where applicable and time allowing.

4. PUBLIC PARTICIPATION: Create a survey through our Survey Monkey or GetFeedBack website subscription and provide a link for the community's website or by email. Paper and manual input is also an option through this process and can be added in. Collection and analysis of results will be made available. Public Information Meetings may be set up at the discretion of the planner with regards to community size and need along with a public mapping portal for input a stated above.

5. REVIEW OF NEEDS ASSESSMENT*: (10 acres public land per 1,000 residents)

Complete an analysis to accommodate for:

- A. Level of service calculations. (walkability, etc.)
- B. Changes to the Park Impact Fee Law, Land, Location and Facility needs assessment
- C. *Estimated Future Capital Costs of Park & Recreation Development based on recommendations
- D. 5 year Action Program, estimated costs* and priorities:

**Costs may or may not be included within the plan document based on Community input but may be needed if Stewardship funds are being applied for in the same year. Some recommendations are listed by a High, Medium or Low Priority and given a year in the table since price estimates in the future will vary.*

6. IDEAS & RECOMMENDATIONS: Be advisory in nature with input into possible locations of new parks and facilities and improvements to existing amenities where feasible. We will do our best to work with the Park Board on what they see as likely upgrades.

No actual site planning will be included in the technical assistance, i.e. Master Site Plan...a draft representation may be exhibited for a site to show the recommendation(s) as a future need, concepts only.

7. MAPS: Update the Existing Park & Recreation Facilities Map or help in the creation of a new one. Provisions of other tables and graphics will be included as needed and time allowing.

Project Tentative Timeframe

The project would initiate on or before March 1, 2020 and would be completed over an 8 month period ending with delivery of the final documents by the end of December, 2020 as shown in Tables 1 and 2 on the following pages.

Table 1 – Tasks & Tentative Timeframe for City of NEW LONDON Comprehensive Outdoor Recreation Plan Update

Phase	Timeframe (Approximate)	Description/Key Events
Organization	Mar-June, 2020	<ul style="list-style-type: none"> • Inventory and Park Audits • Kickoff Meeting with CITY Park Committee (March/April, 2020) <ul style="list-style-type: none"> • Review of project/process • Update facility inventory and maps of the park resources of the CITY. <ul style="list-style-type: none"> ○ Review of Web-Based Public Options and Survey and Set survey distribution dates ○ Perform a SWOT analysis to gain insight on board members thoughts on need
Public Survey	May-Sept, 2020	<ul style="list-style-type: none"> ▪ Complete and initiate web-based Public Survey/Input (Memorial Day to Labor Day) ▪ Promote Survey, collect, summarize and share data as needed through July 31, 2020.
Needs Analysis & Level of Service (LOS)	August 2020	<ul style="list-style-type: none"> ▪ Prepare Demographic and Background data Information ▪ Create level of service maps of the park resources of the CITY. ▪ Meet with CITY Park & Rec Committee (August, 2020) <ul style="list-style-type: none"> ○ Review survey results and analysis ○ Review Pubic Input information
Vision & Goal Development	September 2020	<ul style="list-style-type: none"> • Meeting with CITY Park & Rec Committee (September, 2020) <ul style="list-style-type: none"> ○ Create draft Vision Statements & Plan Goals ○ Identify key issues ○ Review alternatives and preliminary map concepts and strategies
Concept Plan Alternatives, Strategies & Recommendations	October 2020	<ul style="list-style-type: none"> • Meeting with CITY Park & Rec Committee (October, 2020) <ul style="list-style-type: none"> ○ Review draft concept maps and draft Recommendations/Action Plan. ○ Review draft Plan Document

Plan Implementation	November 2020	<p>Meeting with CITY Park & Rec Committee (November, 2020)</p> <ul style="list-style-type: none"> ○ Adjust final plan, strategies and recommendations ○ Adjust final maps ○ Approve draft plan by Park and Rec Committee ○ Develop press release ● Publish online - 30 day public notice (no public hearing needed)
Plan Review & Adoption	December, 2020	<ul style="list-style-type: none"> ● CITY Park & Rec Committee recommendation of Comprehensive Outdoor Recreation Plan– can be online comment period for draft review ● CITY Council adoption of plan ● Plan printing and delivery (January, 2020)

Table 2: Project Timeline, 2020 Meeting and Invoicing Schedule

Task	Mar	Apr	May	Jun (\$)	Jul	Aug	Sep	Oct	Nov	Dec (\$)	Jan 2021
Background data Gathering / Organization											
Kickoff Meeting w/Park And Rec Committee			X								
Park Audits and Inventory											
Public Survey											
Needs Analysis / Level of Service						X					
Vision and Goal Development							X				
Develop Map Concepts Strategies, Recommendations, and Action Plan								X			
Park Board(approve draft for public review)									X		
City Council Approval										X	
Final Plan Printing & Distribution											

Notes: X indicates meetings of the Park & Rec Committee (\$) symbol indicates project invoicing/payment period.

Contract Deliverables

The COMMISSION, within 30 days of the approval of the final document by the CITY Council, will produce and deliver the following materials in order to satisfy the contract:

- 1) A maximum number of 5 printed, full-color copies of the CORP, including maps;
- 2) A full Adobe Acrobat (.pdf) version of the plan document with maps and a separate version with maps separated out for web posting. (digital copy for tablets and viewing)
- 3) 1 full set of display-size (24"x36") maps utilized in the plan document, if desired.

Additional copies of the above materials can be produced in excess of what is noted above and a separate cost estimate can be provided if requested by the CITY.

Cost Estimate, Method of Payment

The following estimate of costs has been prepared to complete the entire project as proposed and includes all labor, materials and travel cost. Any changes in the scope of services provided herein can be considered by the CITY at their request at any time during the planning process. A separate estimate shall be prepared and approved by both parties prior to alteration of the tasks set forth herein.

<u>ECWRPC Responsibilities</u>		<u>Cost Estimate*</u>	
1	Conduct Kickoff Meeting	1	No charge (tech assist.)
2	Develop/implement Web-Based Public Survey	2	No charge (tech assist.)
3	Needs Analysis & Level of Service	3	\$1,250
4	Vision and Goal Development	4	No charge (tech assist.)
5	Prepare/Present Background Data	5	\$1,000
6	GIS Mapping Updates	6	\$1,250
7	Analyze & Develop Strategies	7	No charge (tech assist.)
8	Review Goals, Objectives, Action Plan and Recommendations	8	No charge (tech assist.)

TOTAL - \$3,500

* Reflects a discount of approx. \$11,000 from ECWRPC programs.

Project Staffing

At a minimum, the following East Central staff may have some level of involvement in the project as described:

- Trish Nau - Principal Park and Recreation Planner (Project Lead)
- Kim Biedermann – Bicycle and Pedestrian Coordinator
- Mike Zuege – GIS Coordinator

Information Required and Other Responsibilities

The City of NEW LONDON shall assume all costs and responsibilities for providing meeting/event space, refreshments, preparing and distributing meeting notices and materials, publishing hearing notices, preparation of committee meeting minutes (if required), and various other tasks, including media/social media promotion which serve to relay information about the project from East Central to the CITY’s elected officials and/or residents.

The COMMISSION shall notify the WDNR of CORP compliance and mail copies of such plan to libraries and other entities as required.

Continuing Planning Assistance

As continued member of the East Central Wisconsin Regional Planning Commission by virtue of Outagamie/Waupaca Counties, the City of NEW LONDON is entitled to receive continuing planning and support services, subject to our overall capacity, to implement this plan once completed of additional assistance is needed.

Experience and References

East Central has been in existence since 1972 and its organization has been involved in numerous planning and development related issues through both programmatic and contractual work. Its current staff of 22 professionals has an impressive average employment of over 11 years each. When working with communities on contract projects, these are some of the beneficial reasons that are given regarding our services:

- 1) Our overall cost and our ability to subsidize some costs for prior work done through Commission related programs. This includes our ability to fund some project related expenses, add-ons, or plan enhancements directly through one of our regional programs;
- 2) Ability to bring regional context and additional knowledge to local planning projects/issues using our staffing resources from State and Federal program areas associated with our Metropolitan Planning Organization (MPO)/Regional Transportation Planning activities, Economic Development District (EDD) designation, or our Water Quality Management implementation arrangements with the WDNR.
- 3) Staff knowledge of (and positive relationships with) State agencies, County departments, and non-profit organizations and their programs and policies which have resulted from years of communication and cultivation;
- 4) Familiarity and experience! East Central staff has been involved with many urban and rural planning projects and issues during its 40 plus year history. Its current Director has been employed by the Commission for 19 years, and he and many of his staff are extremely familiar with various planning issues facing the region’s communities, as well as the context under which the issues have developed. Its current Park and Recreation Planner has been employed for 21 years at the Commission.
- 5) Objectivity. By its very nature, the Commission addresses all planning issues and projects in a manner that is comprehensive and includes examination of all sides of an issue prior to engaging in, or providing direction on, a land use related decision. The Commission also has an excellent track record for bringing communities together to make important decisions in a coordinated and collaborative manner.

Below is information on recent and ongoing contract projects that were engaged by communities who desired to have East Central lead the public planning process. More information and materials associated with these projects can be viewed at their respective websites.

Although each community and its plan are unique and varied, we would encourage you to make contact with these entities if you have any questions about our general abilities.

<p><i>Project: Community:</i> <i>Completion Date: Sample Work:</i></p>	<p><i>Village of Winneconne Comprehensive Outdoor Recreation Plan 2018-2022</i> Village of Winneconne, Winnebago County, Wisconsin January, 2018</p>	
	<p>https://www.ecwrpc.org/wp-content/uploads/2013/06/V-Winneconne-CORP-2018-2022.pdf</p>	
<p><i>Contacts:</i></p>	<p>Kirk Ruetten Director of Public Works</p>	<p>(920) 582-4381</p>

<i>Project:</i>	<i>City of Clintonville Comprehensive Outdoor Recreation Plan 2019-2023</i>	
<i>Community:</i>	City of Clintonville, Waupaca County, Wisconsin	
<i>Completion Date:</i>	November, 2018	
<i>Sample Work:</i>	https://www.ecwrpc.org/wp-content/uploads/2019/04/2019-City-of-Clintonville-CORP.pdf	
<i>Contact:</i>	Justin McAuly, Parks and Rec Director	(715) 823-7660
<i>Project:</i>	<i>Winnebago County Comprehensive Outdoor Recreation Plan 2020-2024</i>	
<i>Community:</i>	Winnebago County, Wisconsin	
<i>Completion Date:</i>	September, 2019	
<i>Sample Work:</i>	https://www.ecwrpc.org/wp-content/uploads/2019/05/2019-Winnebago-County-CORP.pdf	
<i>Contact:</i>	Rob Way, Parks Director	(920) 232-1960

Note: Information regarding current and past planning projects is contained on East Central's website (www.ecwrpc.org). A more specific list of recent plans that were developed and published in recent years can be found at <http://www.ecwrpc.org/documents/>.

City of New London Government Access Television Station

Operations, Mission Statement and Policy

Operations: The City of New London operates a government access television station for dissemination of community information and services and local programming and entertainment. The station, operated by the City's Parks and Recreation Department, is funded from monies received from Charter Communications as part of the City's cable television franchise fee agreement. Normal staffing consists of one full-time employee who maintains the community calendar shown 24 hours a day except when pre-empted by programming and assists with numerous taping and production requirements. The City's Parks and Recreation Director is responsible for the overall operation of the station including equipment upgrades and maintenance and overseeing programming. The Parks and Recreation Director reports to the Cable Commission, which consists of three alderpersons appointed by the Mayor. The Cable Commission approves any purchases over \$1,000.00 as well as providing guidance in establishing policy and programming objectives.

Vision Statement: To strengthen the community's awareness of the benefits and importance of the City of New London.

Mission Statement: We will provide safe, educational, and affordable year round services and activities for the entire community.

We will communicate effectively within the organization and community.

We will work as one dedicated, honest, and respectful staff to reflect the pride of the New London Parks and Recreation Department.

Objectives:

- a. Publicize on the community calendar requested events and programs within 3 days of receipt of request.
- b. Broadcast live or tape-delayed city council meetings and school board meetings every month.
- c. Produce and broadcast at least one monthly city-level, school functions or other public service message or program per month.
- d. Maintain current equipment and forecast and budget for short and long-term equipment needs, staffing and facility requirements.
- e. Through its programming and policy, make every effort to appear impartial and not a proponent of any political, religious or social issues or platforms.

Updated 10/11/05

05/8-7

- A. 1. 2.
- f. To promote at least one City of New London business per month.
 - g. To continue to stay up to date of legislative issues pertaining to cable television, technology enhancements, and other issues dealing with local cable channels.

Coverage Policy: Different than a public-access television which is essentially required to air whatever type of program that may be requested, a government access television station has the ability to scrutinize and potentially decline coverage or airing of certain types of programming in order to maintain a platform of neutrality. Recognizing that there will always be situations, topics or issues in which the station will be solicited to cover or produce that may make the station appear less than objective, the City will maintain the right to scrutinize and evaluate the requested coverage for airing.

- a. The New London Government Access Channel will not air any programs that have not been produced or prepared by or for a government agency.
- b. Cable 3 will promote through its graphic presentation program or interviews all requested events and programs by public service, civic group and non-profit entities.
- c. Cable 3 will not air any material, which constitutes libel, slander, or pornography.
- d. Cable 3 will prohibit the promotion of alcohol.
- e. No Cable 3 resources will be used to advertise for profit entities, unless the business is a monthly featured business
- f. No Cable 3 resources will be utilized to tape or produce any religious presentation or service.

Political Forums and Debates:

For City of New London Elected Officials: Cable 3 is available to all registered candidates and registered write-in candidates that desire airtime in order to provide their background and platform relating to relevant issues. This air time will be produced and aired in the following manner:

Candidates running unopposed: Each registered candidate will be informed of this service as they register with the city election officials. A candidate can request to schedule a time to be taped. Each candidate will be sent questions to respond to for the taping. The questions will be composed by an impartial, non-city employee such as a member of the press. The person from the press will also act as moderator/interviewer during the taping. Each candidate will be afforded equal time to respond to identical questions from the moderator. This service can also be available for a primary election with the same guidelines. Registered write-in candidates will be considered "candidates with opposition" and are entitled to the same services as well. Typical length of this type of program is 15-20 minutes.

Candidates with opposition: This same service will be available for candidates with opposition. Upon request from a candidate, the City will contact the opposing candidate(s) and request they schedule a time to be taped. Each candidate will be sent questions to respond to for the taping. The questions will be composed by an impartial, non-city employee such as a member of the press. The person from the press will also act as moderator/interviewer during the taping. Each candidate will be afforded equal time to respond to identical questions from the moderator. This service can also be available for a primary election with the same guidelines. Registered write-in candidates will be considered "candidates with opposition" and are entitled to the same services as well. Typical length of this type of program is 15-20 minutes.

In all aforementioned cases, the following timelines will apply and strictly adhered to:

1. All tapings must be completed a minimum of three weeks before the election. Requests from candidates requesting airtime after that cut-off date will not be entertained.

2. All tapings will be compiled and shown a minimum of two evenings on Cable 3 at a minimum of two times each night. No political productions will be shown within four days of an election. Thus the last possible evening for these types of programs to be shown for a Tuesday Election Day will be the previous Friday evening.

For All Other Elected Offices: For all other elections, including School Board, Cable 3 will afford similar services and programming upon request. Requests can originate from the governing body the candidates are seeking or from a single candidate in an election. Upon request from a governmental body or candidate, Cable 3 will make every attempt to follow the same procedures outlined in the previous section of these policy guidelines. An impartial moderator will be solicited, all other candidates will be contacted, and the same timelines will be followed. Thus the only significant difference is that Cable 3 will not make the initial contact/request to candidate(s) to participate in a forum.

Special Interest/ Referendum Issues:

On occasion, Cable 3 has been requested to produce and air productions dealing with issues that are to be voted upon through referendum. As a community service to inform voters of an issue, Cable 3 will continue the practice that, once requested by a group, entity or organization, the station will allow equal time to any other opposing group, entity or organization to explain their respective platform. As in all cases except City of New London elected official elections, Cable 3 will respond to requests for coverage versus soliciting coverage. If no other opposing group, entity or organization can be identified; coverage of the requesting group will still be aired. A disclaimer will be then attached to the production stating that the viewpoints presented in the production do not represent the viewpoints of Cable 3 or the City of New London. If upon airing of the single viewpoint, an opposing group identifies itself and requests equal time, every effort will then be made to follow established service timelines and parameters of coverage.

Non-Campaign Related Elected Official Appearances:

As an objective of Cable 3 to provide informational programming to the community, any elected official is welcome to request production and airtime on Cable 3. Coordination will be handled case-by-case in these cases upon request from the elected official or his/her staff. The one limitation however to this type of production will be that no request made within 30 days of an upcoming election will be entertained. This is intended to eliminate any appearance that can be interpreted as campaigning without following the guidelines already stipulated in the "Political Forums and Debates" section of this policy. Candidates are however welcome to request production and air time any time after 30 days of their election in order to provide voters with information and updates as they take office.

Coverage/Services Not Covered in this Policy:

Any issues, topics or procedures not covered in this policy will be handled as they arise by city staff and officials. If it is determined that the Cable Commission must be solicited for additional guidance, decision-making or policy review, city staff will schedule and publicize a Cable Commission meeting for that purpose. Thus city staff has the authority to delay any request for service or policy making until the Cable Commission has provided the appropriate guidance.

The City of New London Cable Commission will meet quarterly. Scheduled dates will be determined at the beginning of each calendar year.

This policy adopted on 11th of October, 2005 by the City of New London Cable Commission.

Signed:

Bill Kopitzke
Bill Kopitzke, Chair, Cable Commission

11-8-05
date

Carol A. Renning
Carol Renning, Cable Commission

11-8-05
date

Gary Henke
Gary Henke, Cable Commission

11-8-05
date