

TOWN OF NEW GLARUS
REGULAR TOWN BOARD MEETING
MARCH 9, 2022, 6:00 PM
AGENDA

NOTICE IS HEREBY GIVEN that Town of New Glarus board, County of Green, will conduct a meeting for the transaction of business as is by law required permitted at such meeting as follows:

LOCATION: 26 5th Avenue, Town Hall Community Room or virtually

VIRTUALLY: <https://us06web.zoom.us/j/98811734836?pwd=a2xrYk94di8lWWkwYVZGNi9Yc1NUdz09>
Meeting ID: 988 1173 4836
Passcode: 501540
Dial by your location: 312 626 6799

Any specific subject on the agenda for consideration by the Board may be acted upon by the Board.

1. Call to Order
2. Confirm Proof of Posting
3. Approve Minutes
 - a) Public Hearing– February 9, 2022
 - b) Regular Town Board Meeting – February 9, 2022
4. Public Comments
5. Discussion with Katharine Westaby, Vierbicher Associates
 - a) Updates to the Impact Fee Ordinance and Needs Assessment Study
 - b) Discuss and possibly approve a quote to update the Town Comprehensive Outdoor Recreation Plan from Vierbicher
 - c) Discuss and possibly approve a quote to conduct a needs study for Town office/public works facilities from Barrientos Design & Consulting
6. Continue Discussion Regarding Vacation Use Policy
 - a) Possible Payout for accumulated vacation time to Road Patrolman
 - b) Consider revisions to the current policy
7. Discuss and Possibly Approve a Quarterly Newsletter
8. Patrolman Report – Road updates
9. Clerk-Treasurer Report
 - a) Preparations for 2022 Spring Election and follow up on Spring Primary
 - b) Approve Resolution 22/03/04 to amend Resolution 21/12/08 to increase the number of available election inspectors
 - c) Consideration of a secure email domain with costs partially/wholly covered by a Wisconsin Elections Commission sub-grant
 - d) Approval and payment of bills
10. Chairman Report
 - a) Discussion about COVID-19 office restrictions
11. Parks Commission
 - a) February 16, 2022 minutes
 - b) Update for Comprehensive Outdoor Recreation Plan and kick-off meeting
12. Plan Commission
 - a) Review and potentially approve Deed Notice for Arn property prepared by Attorney Hazelbaker
13. Adjourn

POSTED 03/04/22

New Glarus Town Hall
New Glarus Maintenance Building
New Glarus Post Office
Townofnewglarus.com

Chris Narveson, Chair

John Wright, Clerk-Treasurer

Persons requiring additional services to participate in a public meeting may contact the Town Clerk for assistance at 527-2390.

Town of New Glarus

PUBLIC HEARING FOR PROPOSED LAND DIVISION

WEDNESDAY, FEBRUARY 9, 2022

MINUTES

Town Board Attending: Chris Narveson (Chair), Matt Streiff, Robert Elkins, Jim Hoesly, and Troy Pauli
Board Members Absent: None

Also Attending: Colleen Hoesly, developer, Jeff Grassman, abutting property owner, Bob Talarczyk, surveyor for the applicant, Michael Wiegel, abutting property owner, and Tim Schleeper, Vierbicher Associates planner

1. **Call to Order:** Chair Narveson called the meeting to order and opened the public hearing at 6:00 PM.
2. **Proof of Posting:** Clerk-Treasurer Wright attested to the proper proof of posting, two published notices, and notification letters to owners of surrounding properties.
3. **Public Hearing to Consider a Land Division by 3-Lot Cluster Division as Proposed by Applicant Colleen Hoesly for Residential Use for Parcel 23024 0030.0400 and Lot 1 of CSM 5292** – Chair Narveson stated the applicant, their agent, and the public have up to 15 minutes (up to 5 minutes each) to ask questions or make comment about this proposal. Surveyor Talarczyk provided a brief description of what property owner Colleen Hoesly is proposing: two additional lots to be described by Certified Survey Map that would be part of 3-Lot cluster that includes the existing homestead that is defined by Lot 1 of CSM 5292. Neighboring property owner Michael Wiegel, whose parcel is 20 acres in size, had several questions regarding the proposed development. Chair Narveson noted that Wiegel's property was deed restricted prior to his purchase, whereas the contiguous acreage owned by Holsey's family has retained its full residential development potential. Because the homestead was split as a large lot, requiring 35 acres, 91% is deed restricted from residential development, that cluster lot will be 3.15 acres in size. The proposed additional cluster lots will be comprised of two building envelopes that are 2.0 acres each; the deed restriction for cluster development is 85% open space restricted from residential development. A typical 3-Lot cluster division would require at least 40 acres, 34 acres of which is deed restricted and the remaining 6.0 acres split between the three 2-acre lots. Planner Schleeper provided the difference between the residential development potential of the Hoesly property and the absence of that potential for the land owned by Wiegel. Narveson recommended for Wiegel to bring questions related to his property to the Plan Commission for review; this time is for discussion of the proposed development instead.

Neighboring property owner Jeff Grassman wanted clarification of the proposed development location; it will be to the south of his property below the crest of the hill. Clerk-Treasurer Wright clarified that what is proposed is a standard cluster division with two proposed lots abutting the homestead; there cannot be a 2-Lot detached cluster. A detached cluster division must be comprised of a homestead and at least 3 additional cluster lots that don't abut the homestead. There were no further public comments. *Motion* to close the public hearing at 6:16 PM by Supervisor Streiff; second by Supervisor Elkins. Motion carried.

Approved:

John Wright, Clerk-Treasurer

Town of New Glarus
REGULAR TOWN BOARD MEETING
WEDNESDAY, FEBRUARY 9, 2022
MINUTES

Town Board Attending: Chris Narveson (Chair), Matt Streiff, Robert Elkins, Jim Hoesly, and Troy Pauli
Board Members Absent: None

Also Attending: Colleen Hoesly, developer, Bob Talarczyk, surveyor for the applicant, and Tim Schleeper, Vierbicher Associates planner (all three departed the meeting at 6:29 PM)

1. **Call to Order** – Chair Narveson called the meeting to order and opened the public hearing at 6:17 PM.
2. **Proof of Posting** – Clerk-Treasurer Wright attested to the proper proof of posting.
3. **Approve Minutes:**
 - a) A motion to approve the January 12, 2022 Town Caucus minutes by Supervisor Hoesly; second by Supervisor Pauli. Motion carried.
 - b) A motion to approve the January 12, 2022 Regular Town Board minutes made by Supervisor Elkins; second by Supervisor Streiff. Motion carried.
4. **Public Comments** – there were no public comments.
5. **Discussion and Possibly Approve:**
 - a) The 3-Lot cluster proposed by Colleen Hoesly that incorporates Lot 1 of CSM 5292 as one of the cluster lots – Supervisor Hoesly questioned whether the proposal is for more than one buildable lot for residential use. The homestead has an existing home, so that residential potential has been met; the two proposed cluster lots on the west side of CTH O both have residential development potential. It was noted that the 40-acre parcel that was deed restricted from residential development is to the eastern edge of the contiguous acreage to the east of the Little Sugar River; this is parcel 23024 0023.0000 to the west of CTH U. Supervisor Streiff asked about Lot 2 of CSM 5292. Surveyor Talarczyk explained this is a non-buildable lot that exists to provide guaranteed access to land to the east retained by the developer as recommended by the developer’s attorney instead of an easement. Motion to find that the prior land divisions and development pattern existing with respect to the Hoesly property are such that the Town agrees, based on the unique facts and circumstances pertaining to this property, to approve a land division, as requested, with the explicit finding that this approval is confined to its unique facts and shall not be regarded as a modification of any Town policy or practice; the Town expressly reserves the right to reject any land division in the future based upon policies and practice, and shall not be limited by its action on this land division by Supervisor Hoesly; second by Supervisor Streiff. Roll call vote: Elkins: aye; Hoesly: aye; Narveson: aye; Streiff: aye; and Pauli: aye. Motion carried 5-0.
 - b) The 2-Lot CSM as prepared by Surveyor Bob Talarczyk – A motion to approve by Supervisor Streiff; second by Supervisor Pauli. Motion carried.
6. **Discussion and Recommendation from Plan Commission to Approve the Reconfiguration of the Building Envelope for Lot 3 Contained within Lot 3 of CSM 4824 of 2.07 Acres** – Wright briefly summarized the discussion before the Plan Commission at their January 20, 2022 meeting. The property owner would like to reconfigure the existing building envelope to the east and north without changing the approved acreage. The Plan Commission recommended approval by the Board by Surveyor’s Affidavit that is included in this evening’s packet. A motion to approve the reconfiguration of the 2.07 acre building envelope by Surveyor’s Affidavit, as presented, made by Supervisor Hoesly; second by Supervisor Pauli. Motion carried. It was noted that no new lot has been created by this process. The Surveyor’s Affidavit and the change will be recorded on the deed with the Green County Register of Deeds.
7. **Discussion Regarding Vacation Use Policy and Possible Payout for Accumulated Vacation Time to Road Patrolman** – Chair Narveson reported that Patrolman Roesslein has not been using all 80 hours of vacation allotted to him each year and it has accumulated to more than 200 hours. The policy is to use your vacation benefit each year or forfeit it unless approved to roll some hours forward. Narveson noted that with COVID-19, serious restrictions were encountered by employees attempting to use their earned paid time off benefit. Narveson would like to pay out at least

some of the benefit to reduce this year's pool of available vacation hours to no more than 80. If at the end of the year any employee has remaining unused vacation time, they will lose that benefit unless they petition the Board and the Board agrees to carry some or all of it forward. Without objection, this items will be postponed and added to the next regular Town Board agenda to continue the discussion with the current employee handbook policy available for review. Wright will share the daily spreadsheet that Roesslein maintains with the Board, without objection.

8. **Consider a Joint Discussion with the Town of Exeter to Provide a Turnaround as Requested by Jeff Ellingson, General Manager of Edelweiss Country Club** – Chair Narveson noted that Edelweiss Road terminates in the Town of Exeter. A turnaround for waste/recycling and plow trucks was constructed in the past to avoid damage to the Edelweiss Chalet Country Club parking lot. If the Country Club wants to donate the land to construct a cul-de-sac bulb or the Town of Exeter wants to purchase property/a permanent easement for a bulb, then Exeter should be able to construct a structure. Those present believe a No Outlet sign is posted on the Town portion of the road at the intersection of Valley View Road.
9. **Discuss Annual Hill Climb**: Those in attendance reviewed the route map. It was noted that the bulk of the route along Kubly and Elmer roads are within the Village. **Motion** to approve the request made by Supervisor Hoesly; **second** by Supervisor Pauli. **Motion carried.**
10. **Schedule Public Hearing and Consideration of Ordinance to Amend Impact Fee Ordinance** – Chair Narveson noted that some collected impact fees since the ordinance was enacted in 2008 had to be reimbursed since the projects have not been commenced and/or are no longer current projects. Supervisor Hoesly expressed his concern regarding the draft Needs Assessment and Impact Fee Study included in the packet. The proposed amounts for each proposed project vary according to which page is reviewed. It was agreed that the proposal is not ready for a public hearing or consideration for approval on March 9, 2022. There was brief discussion regarding the need to relocate the Public Works facility to another location in the event Back Town in the Village is developed. Supervisor Hoesly advocated for a soccer field in the Town that could be paid using Impact Fees. The Shooting Barn property on CTH O, owned by the Wilhelm Tell Community Guild, was discussed as a possible location for recreational facilities. Without objection, Chair Narveson will contact Katherine Westaby at Vierbicher Associates to develop the CORP simultaneous with the updates to Impact Fees. Without objection, Katharine Westaby will be invited to the March Board meeting to discuss the updates to the impact fee ordinance/needs assessment study and the update to the Town comprehensive outdoor recreation plan (CORP). There followed a brief discussion as to whether fees, once collected, can be reallocated to a different category if the needs assessment study and adopting ordinance were amended and approved following a public hearing. Narveson stated he has not received a response from attorney Hazelbaker regarding the ability to shift funds. Without objection, the Clerk will scan and send a proposal prepared by Barrientos Design and Consulting to prepare a space needs assessment for public works needs.
11. **Patrolman Report** – Chair Narveson provided a brief update on tasks being performed by the road patrolman including some burning. A notification letter has been sent to a property owner off Disch Road regarding ongoing trimming and tree removal activities. Letters will need to be mailed to affected property owners along Marty Road for trimming and removal activities as well. Additional letters will need to be sent to owners of fences within the road right-of-way (ROW) making them aware that any future improvements they plan will need to include relocation of those sections within the ROW. Row crops planted within the ROW this year will be mowed to maintain sight lines. The patrolman will coordinate ditching along area roads.
12. **Clerk-Treasurer Report:**
 - a) Preparation for 2022 Spring Primary – Wright provided a summary of activities including the public test of voting equipment, election inspector training, and addressing the challenges of giving priority to partisan appointments to work elections. It is likely that the appointed list of election officials will need to be supplemented with additional workers for April, August, and November. The office will remain open on the Friday before the election until 5:00 PM to accommodate any additional registrations or in-office absentee voting. Wright transferred the surety bond from Jesse Wahl to himself and responded to an open records request.

- b) W2s and 1099 NECs issued – the Town contracts with Intuit through Quick Books Online to prepare and mail tax returns as well as reports to the IRS and Wisconsin Department of Revenue. Wright keyed those vendors eligible to receive 1099s and Quick Books Online distributed those to vendors and filed electronically with the IRS. Wright filed electronically with the IRS and mailed paper copies to the WI DOR.
- c) Approval and payment of bills – Wright presented checks 20674 through 20698 for consideration along with the associated reports that included expenses paid by ACH and deposits. A motion to approve the checks 20674 through 20698 made by Supervisor Hoesly; second by Supervisor Pauli. Motion carried.

13. Chairman Report – Narveson stated that a driveway permit will not be issued at this time; instead, a letter will be sent to the owner and his agent that the road patrolman and Green County Highway will mark the location of access with stakes. Once sight lines have been established, then a permit can be issued by the Chair and patrolman. The Chair provided an overview of available grants for roads and bridges. There was brief discussion about Bipartisan Infrastructure Law (BIL) and Wisconsin Town Road Improvement Program (TRIP) funds applied for to address a section of Farmer’s Grove Road and Argue Road (jointly with Exeter). Possibly, a section of CTH NN by the New Glarus Woods State Park can be addressed by a grant through the WI DNR. There was a brief discussion regarding widening CTH N enough for a trail and UTV/ATV traffic. Bailey’s Run is seeking to install light poles along the north end of their parking lot, so setbacks from STH 39 will need to be followed.

14. Parks Commission:

- a) January 19, 2022 minutes
- b) Update for Comprehensive Outdoor Recreation Plan (CORP) – local plans must be updated every five years to receive a Letter of Eligibility from the WI Department of Natural Resources to qualify for grant monies. A proposal to update the CORP prepared by Vierbicher Associates was presented for consideration. The proposal outlined the frequency of meetings, creation and distribution of a survey, presentation of the draft update that includes goals for the next five years, and potential approval after a public hearing. Without objection, the creation of this update should take precedence over the amendment of the impact fees ordinance and the associated update to the needs assessment study.

15. Plan Commission – January 20, 2022 draft minutes are included in the packet. Wright provided an update about a proposed neighbor exchange.

16. Adjourn – Motion to adjourn made by Supervisor Elkins; second by Supervisor Pauli. Meeting adjourned at 8:25 PM

Approved:

John Wright, Clerk-Treasurer



February 9, 2022

Chris Narveson
Town of New Glarus
26 5th Avenue
PO Box 448
New Glarus, WI 53574

Re: Agreement to Provide Planning Consulting Services

Dear Chris Narveson,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Planning Services to Town of New Glarus (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The Client seeks to update its (CORP) to be eligible for Wisconsin Department of Natural Resources related park and recreational trail grant funding. The current CORP was adopted in 2017 and the five-year update needs to be completed to be eligible for grant funding. Vierbicher shall provide updates to the Plan in a format that meets the requirements of eligibility for future grant funding. Specifically, the Client wishes to review and update the trail priorities and obtain community input on trail priorities.

The current fiscal year grant cycle deadline is May 1st, 2022. In order to apply for the respective grants under the current cycle, the CORP must be updated by May 2022. The attached proposed schedule reflects the work necessary to update portions of the CORP by the application deadline

II. SCOPE OF SERVICES

A. General

1. Consultant shall facilitate a process that will update the CORP by May 2022. The process shall involve the Town residents, Town Board, Parks Commission, Plan Commission, and Town staff. The updated CORP will not only include updated text but shall include updated graphs that show population trends, graphs that highlight survey questions, and maps that show existing and proposed recreational areas.

B. Specific Services Provided by Consultant

1. Public Engagement

a) Kick-off Meeting

Consultant shall facilitate a meeting with Town staff and key representatives from the Parks Commission, Plan Commission, and Town Board (if desired) to review the community vision, review the current trail map, and discuss accomplishments since 2017, and to agree upon objectives, activities, data sources, timeline, responsibilities, and deliverables.

Prior to this meeting, it is expected that key representatives will have reviewed the accomplishments, goals, and strategies from the previous plan and developed discussion notes and individual suggestions for improvements and changes.

b) Public Meeting

Consultant shall hold a public meeting to measure citizen parks needs and desires. This public meeting is an opportunity for public participants to provide insight of the problems or issues in the community.

c) Community-wide Survey

Consultant shall prepare a park and recreation survey that is made available online and in hard copy format for the Client to distribute to Town residents.

The Client will be responsible for notifying the Town Residents of the available survey.

d) Community Engagement Posters

- 1) Consultant shall prepare activity posters to obtain feedback from the Town Residents regarding Park Goals, strategies, and trail priorities.
- 2) The Client will be responsible for placing the posters in the Town Hall and monitoring the posters. Client will be responsible for notifying the Town Residents of the posters, and times to access the posters. The posters should be available for at least two weeks.

Vierbicher shall provide guidance on best practices to notify residents and obtain input.

2. Assessment

- a) Consultant shall review the existing plan.
- b) Consultant shall summarize community preferences.
- c) Consultant shall collect and assess demographic trends to develop projections for future demand for, and use of, park and recreation amenities in the Town of New Glarus.

3. Strategy

- a) Consultant shall work with Parks Commission, Town Board, and Town staff to identify specific areas, initiatives, and programs where the Town can enhance its parks and open space system.
- b) Consultant shall update trail priorities and recreation areas identified during the assessment and public engagement phase. The list of maps include:
 - Trail Priorities Map
 - Proposed Recreation Areas

4. Implementation

Consultant shall update the implementation matrix that includes the following information:

- A list of proposed projects and/or strategies
- Potential funding source(s) for projects
- Implementation timeframe
- Responsible party/department/entity
- Summary discussion of why each project is included in the plan

5. Public Meeting

Consultant shall capture the content of the discussions throughout the planning process and shall present the final updated CORP to the Parks Commission for approval. Any additional comments, edits, or suggestions will be updated based on input from the Parks Commission for the Town Board presentation.

6. Final Approval

Vierbicher shall present the updated CORP document to the Town Board.

C. Additional Services if Requested by Client

If requested by Client, Consultant is prepared to provide the following additional services:

1. Funding Application: Consultant shall complete a Knowles-Nelson Stewardship Grant Application for a project identified.

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Agreement" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Attendance at on-site meetings outside of the proposed schedule and scope of services.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Timely provision of existing planning documents, background data, and other existing reports as needed.
- B. Scheduling and publication of public meetings in compliance with applicable Wisconsin State statutes.
- C. Securing meeting space for public events.
- D. Client shall distribute the survey through the online format and hard copies.
- E. Providing timely response and feedback to draft documents submitted by Consultant.
- F. Entering hard copy surveys into the online platform.

V. SCHEDULE

A. This Agreement is based upon the following anticipated schedule:

<u>Activity</u>	<u>Date</u>
1. Authorization to Proceed -----	Feb 17, 2022
2. Community Engagement-----	Feb - April 2022
3. Plan Assessment-----	Feb – April 2022
4. Plan Strategy -----	March 1 – April 2022
5. Implementation -----	April 2022

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

A. Final CORP Plan 2022 - 2027

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Katherine A. Westaby, AICP, Project Leader. She, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Katherine Westaby

The Client designates John Wright as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

A. The Fixed fee to provide the scope of services described herein is:

- 1. Comprehensive Outdoor Recreation Plan\$7,400

B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client,

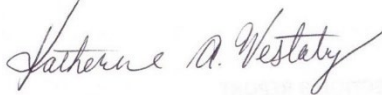
regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 11-6-18 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Madison office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Katherine A. Westaby, AICP
Project Leader

Enclosure: General Terms and Conditions

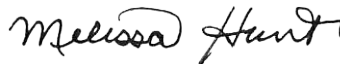
AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant

Chris Narveson
Town of New Glarus
26 5th Avenue
PO Box 448
New Glarus, WI 53574




Melissa Hunt
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, Wisconsin 53717

Date

February 9, 2022

Date

Witness



Witness

© 2022 Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe 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.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- I. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the net fee received by Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of Agreement or breach of express or implied warranty.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

12. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

13. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement

for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

14. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

15. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

16. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain.

17. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

18. Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of Agreement and breach of warranty.

19. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

20. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. 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. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

21. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

22. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by 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.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is 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 of responsibility under this Agreement.

23. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

24. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

25. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.



January 3, 2022

Mr. Chris Narveson
Town Chairman
Town of New Glarus
New Glarus, WI

**RE: TOWN HALL SPACE NEEDS ASSESSMENT
Architectural Planning Services Proposal**

Dear Chris,

In following with our discussions, I am pleased to provide you with a proposal for architectural services for a space needs assessment of the Town Hall.

We understand the current facility is overcrowded, restricting operations, in need of renovations and not servicing the public well. The Town of New Glarus is now considering its options to either expand the current facility, relocate to a newly built one or split the Garage function from the Town Offices.

SCOPE OF WORK

Barrientos Design will provide the Town of New Glarus with the following tasks and deliverables to complete this assessment.

1. Tour the Garage and Yard structures and document their facility condition through photographs and plan notations.
2. Interview staff on the history of maintenance, items not functioning or needing repairs, and operational deficiencies in the flow, relationship and sizing of the rooms.
3. Write up a narrative on each systems conditions noting repair needs, capital improvements needed, spatial deficiencies, code compliance, worker safety and convenience items, life safety requirements, HVAC system condition and general electrical and plumbing system conditions.
4. Develop a cost estimate to maintain and repair the buildings as is over the next ten years
5. Prepare a technical narrative on how well or deficient the buildings and site support Highway Garage operations.

TASK 2 – SPACE NEEDS ASSESSMENT

The space needs assessment will quantify the amount of space needed for each function along with key architectural criteria such as heights, clearances and major equipment needs.



BARRIENTOS

design & consulting

1. Tour the Town Hall structure and document existing facility usage.
2. Onsite, observe the flow of officing, garage and yard operations. Recommend the best relationship network the rooms should have to each other.
3. Interview key staff on the operations of officing, meetings, customer service, parking, repairs, storage, staff support and Yard functions.
4. Intake facility data on: office staff, meeting sizes, fleet composition, major equipment and parts storage.
5. Determine the optimal number of parking stalls for Town vehicles and for staff parking.
6. Project out what growth or changes are expected in the staff and services over the next ten years.
7. Develop an Optimal Room Program that identifies the needed space and configuration for the room. Compare recommended square feet against existing square feet and identify increases in SF. Also identify what acreage is needed for the overall site and compare that to the existing one.
8. Create a to-scale plan diagram reflecting the optimal room program sizes and relationships.
9. Similarly, create a to-scale plan diagram of the optimal Hall and Garage site layout. Proscribe the ideal site size, configuration and features for an optimal site.
10. Develop a concept site and building plan of the Hall and Garage together at the existing site.
11. Explore pro's and con's of splitting the Hall and Garage to separate sites.
12. Create a cost estimate for the optimal concept plan at the existing site.
13. Write a narrative summarizing next steps in site planning and building design.
14. Summarize the space needs assessment in a report format.
15. Present findings in a presentation using a PowerPoint format and summarize the recommendations.

Our work does not include identifying new sites or developing concept plans at these sites.

SCHEDULE

Barrientos Design will provide the space needs assessment over a six-weeks period. At the four weeks mark, we will have a draft report of the space needs and then present the report at the six weeks mark.

FEE

Barrientos Design will provide the above work for a lump sum fee of \$4,672.

Reimbursables will include mileage, document retrieval charges and government application fees.



BARRIENTOS
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Our scope and this Agreement will be governed by the Terms and Conditions attached.

Barrientos Design appreciates this opportunity to work with the Town of New Glarus and we look forward to assisting you with this essential planning step.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.

Norman Barrientos, AIA, LEED
AP President

ACCEPTANCE

Town of New Glarus

Chris Narveson
Town Chairman

_____/_____
Date

BARRIENTOS DESIGN & CONSULTING, INC., ARCHITECT

CONTRACT TERMS AND CONDITIONS

- 1. Performance of Services:** Architect shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Architect's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Architect may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value added, gross receipts, or sales taxes that may be imposed on payments shall be added to Architect's compensation. No deductions or offsets shall be made from Architect's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Architect and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Architect will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Architect shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Architect in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Architect by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Architect for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Architect shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Architect shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Architect shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Architect's professional liability to an amount of \$100,000 or the Architect's fee, whichever is greater. In the event that Owner

does not wish to limit Architect's professional liability to this sum, Architect agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Architect's services.

8. Opinions of Probable Costs: Architect's opinions of probable project costs are made on the basis of Architect's experience, qualifications and judgment; but Architect cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Architect does not accept responsibility for the design of a construction project unless the Architect's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Architect shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Architect a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Architect shall have no responsibility in that regard. Architect shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Architect's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Architect under this contract 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. Architect does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Architect 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.

12. Ownership of Documents: All documents produced by Architect under this contract are instruments of Architect's professional service and shall remain the property of Architect and may not be used by Owner for any other purpose without the prior written consent of Architect

Clerk Treasurer

From: Peggy Nelson <pnelson@johnsonblock.com>
Sent: Thursday, February 17, 2022 8:35 AM
To: Clerk Treasurer; Tara Bast
Cc: Chris Narveson
Subject: RE: Letter from IRS re: 941

Follow Up Flag: Follow up
Flag Status: Flagged

Hi John

Yes the 170 hours of vacation time is taxable, just as if he took the time off and got paid for it. There is no getting around that, it is income to him. However, Fed withholding is not "lost". It does get credited towards his 2022 tax payments on his tax return.

You should run this payment as an off-cycle payroll, don't include it with his regular paycheck. It may also help to pay him out in stages.

I'm not familiar with the actual entering of payroll into QBO. I almost never do that part of the process. I almost wonder if there is a setting that could be tweaked.

If you could invite me to your QBO account as an accountant user, I could take a look and see if there is something that I can help you with.

Gear Icon > Manage Users > Click the accounting firms tab then click the green "Invite" button on the right. You will have to enter my name and email. I can then log into your account using my own log in and password.

Peggy



Peggy Nelson QuickBooks ProAdvisor | Staff Accountant

9701 Brader Way
Suite 202
Middleton, WI 53562

office 608.274.2002
e-mail pnelson@johnsonblock.com
Click here for secure file transfer

<https://www.clientaccess.com/sharesafe/#/johnsonblock>



Your referrals are the highest compliment you can give us. New business is always welcome. Thank you!

Visit our COVID-19 Resource Center.

From: Clerk Treasurer [mailto:clerk@townofnewglarus.com]
Sent: Thursday, February 17, 2022 7:30 AM
To: Peggy Nelson <pnelson@johnsonblock.com>; Tara Bast <TBast@johnsonblock.com>
Cc: Chris Narveson <cnarveson@greencountywi.org>
Subject: Letter from IRS re: 941

Peggy and Tara,

I am uncertain why this was not previously brought to our Board's attention, but our Road Patrolman has accumulated 170 hours of vacation time through the end of 2021 that he technically cannot carry forward. His account was credited with an additional 120 hours of vacation time on 1/1/2022 that further compounds the situation.

It is my understanding that if the Board chooses to pay out the 170 hours as supplemental pay, it is taxable and the Federal withholding rate would be 25% as supplemental pay. Quick Books online payroll lacks several options including an employee's choice to accumulate comp time instead of being paid overtime or supplemental pay. Any advice you may be able to provide as guidance would be greatly appreciated.

Many thanks,
John

John Wright
Clerk-Treasurer
Town of New Glarus
608-527-2390

The information contained in this email and any files transmitted with it are confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

Clerk Treasurer

From: Carol Nawrocki <carol.nawrocki@wisctowns.com>
Sent: Monday, February 21, 2022 8:34 AM
To: Clerk Treasurer
Subject: RE: PTO

Follow Up Flag: Follow up
Flag Status: Completed

Hi, John,

Such an extra payment would still be wages and subject to WRS withholding. I am not familiar with the rules on constructive receipt and the need to tax someone on a benefit received but not used. That you would have to talk with an accountant about. I have not heard from other towns that they are doing that, but it is not a question that comes up often.

Atty. Carol Nawrocki
WTA Assistant Director
www.wisctowns.com

The information contained in this email is provided solely for a general information purpose and should not be interpreted as legal advice and does not constitute an attorney client relationship. WTA does not provide legal representation to individual municipalities or officials. WTA always encourages its member towns to consult their municipal attorneys on questions of law.

The Wisconsin Towns Association (WTA) is a statewide, voluntary, non-profit and non-partisan association of member town and village governments. WTA's purposes are to support local control and to protect the interests of towns. In furtherance of these goals, WTA provides legislative lobbying efforts, educational programming and legal information.

From: Clerk Treasurer [mailto:clerk@townofnewglarus.com]
Sent: Saturday, February 19, 2022 7:25 AM
To: Carol Nawrocki <carol.nawrocki@wisctowns.com>
Cc: Chris Narveson <cnarveson@greencountywi.org>; Chris Narveson <cnarveson@townofnewglarus.com>
Subject: PTO

Atty. Nawrocki,

We have an employee who has accumulated more than 200 hours of paid time off (he earns 120 additional hours on January 1st of each year). Our current policy is for Town employees to lose the PTO benefit unless they petition the Board to carry some or all of the benefit forward into the following year. This employee has not petitioned the Board in the past to exercise this option.

The Board is considering, due to the complexities created by COVID-19, to pay out some of the benefit. If they were to do so, I believe the best method is to issue a check independent of payroll which includes the usual withholding percentages, but increases Federal withholding to 22%. If this is true, do we or do we not deduct for their portion of retirement through the WRS system? Do we need to apply constructive receipt if the Board opts to allow the employee to carry forward unused PTO into the following year and tax that benefit that was not used in the year it was earned?

I know you will likely refer me to an accountant or our corporate council for specific advice, but I figure you may have knowledge of how others may have dealt with similar circumstances and be willing to share that with our Board as a starting point so that they know their options.

Thanks much,
John

John Wright
Clerk-Treasurer
Town of New Glarus
608-527-2390

TOWN OF NEW GLARUS

RESOLUTION 22/02/04 to AMEND RESOLUTION 21/12/08
RESOLUTION REGARDING APPOINTMENT OF ELECTION OFFICIALS
FOR 2022-2023 ELECTION CYCLE

WHEREAS the Town of New Glarus election worker terms expire 12/31/21 and the Village has received four (4) nominations for election workers from the Republican party and two (2) nominations from the Democratic party.

NOW, THEREFORE, THE TOWN BOARD of the TOWN OF NEW GLARUS, GREEN COUNTY, WISCONSIN does hereby resolve to appoint the following to a two-year term beginning 1/1/22 and ending 12/31/23, as election workers:

Republican Nominees

Brenda Johnson
Richard Johnson
Tim Schmitt
Judy Gielissen

Democratic Nominees

Howard Cosgrove
Susan Cosgrove

Non-Partisan

Ruth Elmer
Leslie Lobeck
Vicki Sasso
Jan Hoesly
Deb Schilt
Denise Wright
Danford Bubolz
Susan Bubolz

BE IT FURTHER RESOLVED, that said appointments shall include serving in the capacity of Election Inspector, Special Voting Deputy, Election Registration Official, Greeter and/or Tabulator, and Municipal Board of Canvassers as needed and shall be paid at the rate of \$10.00 per hour while serving in those capacities.

BE IT FURTHER RESOLVED, that at this time, Richard Johnson, Brenda Johnson, Tim Schmitt, Judy Gielissen, Ruth Elmer, Leslie Brugger, Vicki Sasso, and Jan Hoesly have received the necessary training and may also serve as Chief Election Inspector and shall be paid at the rate of \$10.00 per hour while serving in that capacity. Any of the above-named appointees may serve as Chief Election Inspector upon receiving the baseline training certification as prescribed by the State Elections Board. A wage of \$10.00 per hour will be paid when serving as Chief Election Inspector.

Approved and signed on March 9, 2022.

Chris Narveson, Town Chair

Attest: John Wright, Clerk-Treasurer

wi.gov and .gov Email Domains

Wisconsin governmental jurisdictions may use either a wi.gov or .gov email address. The .gov domain is administered at the federal level, while the wi.gov domain is administered at the state level. In both cases, the actual email accounts are managed by private email providers for a fee. These two different levels of administration each require different sign-up processes, but both provide the trusted .gov domain. The following sections (1) define terms to know (2) explain the different procedures to obtain either a .gov or a wi.gov email domain and (3) answer frequently asked questions.

Terms to Know

Domain

On the Internet, a domain consists of a set of network addresses. The domain is organized in levels. The top level identifies geographic or purpose commonality. The second level identifies a unique place within the **top-level domain** (see definition below) and is equivalent to a unique address on the Internet (an **IP address**). A domain is a name with which name server records are associated that describe subdomains or host. The domain is the portion of the email address after the @ sign.

Domain availability

The process of checking whether a domain is available or is already being used by someone else.

DNS Zone

A distinct part of the domain namespace which is delegated to a legal entity—a person, organization, or company, who are responsible for maintaining the DNS zone. A DNS zone is also an administrative function, allowing for granular control of DNS components, such as authoritative name servers.

DNS records

A DNS record is a database record used to map a URL (aka web address) to an **IP address** (defined below). DNS records are stored in DNS servers and work to help users connect their websites to the outside world. When the URL is entered and searched in the browser, that URL is forwarded to the DNS servers and then directed to the specific Web server. This Web server then serves the queried website outlined in the URL or directs the user to an email server that manages the incoming mail. The most common record types are **A** (address), **CNAME** (canonical name), **MX** (mail exchange), **NS** (name server), **PTR** (pointer), **SOA** (start of authority) and **TXT** (text record).

Email provider

Private technology company that stores email addresses and sends emails. Examples include Gmail, Outlook (MS Office 365), Yahoo, as well as local telephone companies and cable & internet providers.

IP address

IP address stands for internet protocol address; it is an identifying number that is associated with a specific computer or computer network. When connected to the internet, the IP address allows the computers to send and receive information.

TLD – Top-level domain

Top-level domain (TLD) refers to the last segment of a domain name, or the part that follows immediately after the "dot" symbol. For example, in the internet address: <https://www.google.com>, the ".com" portion is the TLD. TLDs are mainly classified into two categories: generic TLDs and country specific TLDs. Examples of some of the popular TLDs include: .com, .org, .net, .gov. The domain name gov is a sponsored top-level domain (sTLD) in the Domain Name System of the Internet. The name is derived from the word government, indicating its restricted use by government entities. The TLD is administered by the Cybersecurity and Infrastructure Security Agency (CISA), a component of the United States Department of Homeland Security.

First step: municipalities decide on establishing either a wi.gov or .gov domain.

.gov domain

The U.S. General Services Agency has transitioned management of the Top-Level Domain (TLD) for the **.gov** domain to the Cybersecurity and Infrastructure Security Agency (CISA). To make this domain more accessible for local governments, CISA has waived the annual \$400 registration fee and do not plan to reinstate it. Establishing a federal level **.gov** is done entirely through CISA's "dotgov" website. For more information on signing up visit <https://home.dotgov.gov/registration/>.

Overview of .gov process

1. Verify domain availability. <https://domains.dotgov.gov/dotgov-web/registration/whois.xhtml>
2. Review .gov domain requirements. <https://home.dotgov.gov/registration/requirements/>

3. Prepare and send the authorization letter to registrar@dotgov.gov.
4. Complete the online domain request form.

Note: Each of the above steps require multiple actions and specific and/or technical information. Be sure to review all the requirements prior to beginning the process.

wi.gov domain

The wi.gov domains are managed by the Wisconsin Department of Administration, specifically the Division of Enterprise Technology (DOA/DET). The Wisconsin Elections Commission is working with local jurisdictions to facilitate the establishment of the wi.gov domains. Once established the wi.gov domain can be used for both email accounts and websites.

wi.gov domain process

1. Choose domain name and verify domain availability
 - a. Utilize Department of Administration Division of Enterprise Technology (DOA/DET) standard **wi.gov** naming conventions to choose domain name.
 - i. Co.<name of county>.wi.gov
 - ii. ci.<name of city>.wi.gov
 - iii. tn.<name of town>.wi.gov
 1. If town domain already taken next option:
 2. tn.<nameofthetown-nameofthecounty>.wi.gov
 3. townof<nameofthetown>.wi.gov
 4. townof<nameofthetown>-<nameofthecounty>.wi.gov
 - iv. vi.<name of village>.wi.gov
 - v. Requests for exceptions to standard naming conventions will require justification and be evaluated on a case-by-case basis by DOA/DET.
 - b. Verify the domain name is available
 - i. Visit <https://toolbox.googleapps.com/apps/dig/>
 - ii. Select "A" first, then search for domain, e.g., tn.<name of town>.wi.gov
 1. This is searching for any A records for the submitted domain name
 - iii. Repeat for MX and TXT records, to search for those record types for submitted domain name.
 - iv. Domain is available if "Record not found!" for each record type.
2. Choose email provider
 - a. Initiate email domain creation with private email provider
 - i. **Note:** As each email provider will have their own unique domain verification and set up process there are not uniform standardized steps. In general, the provider will want to verify that the municipality has control over the new domain. They may do this by requiring a TXT (text) or MX (mail exchange) record be placed on the domain and then verify this record.

- b. If using Gmail or MS Office 365, custom domain job aids are available [here](#).
 - c. Obtain TXT (text) and/or MX (mail exchange) records from email provider. There may also be CNAME and/or A records to add to the domain. Your email provider should assist with identifying the appropriate records. See examples in **Appendix A**. Note:
 - i. The DNS zone is hosted on DOA/DET servers
 - ii. These DNS records are created on the DNS zone and point to the email provider's mail servers
 - iii. The email provider must at a minimum identify what MX records should be created
 - iv. DOA/DET security policy prohibits the creation of name server records for DNS zones hosted on state servers.
 - d. For **website** setup, provide the IP address where the website is hosted, i.e., where the A record will point to. The web hosting company should assist with providing this record.
3. Complete and sign the wi.gov Domain Authorization form (EL-363 available [here](#)).
 4. Send request to WEC
 - a. Domain request should be emailed to electionsdomain@wi.gov with subject line "**wi.gov email domain request for <Municipality Name>, domain.name.wi.gov**"
 - b. Request should include:
 - i. Wi.gov Domain Authorization form, completed and signed
 - ii. Requested domain name
 - iii. TXT and/or MX records, any other DNS records, or pertinent information
 5. Once request is completed by DOA/DET, WEC staff will notify the municipality.
 6. Municipality completes domain setup with email provider
 - a. Establish email boxes
 - b. Send additional email requests as needed if additional DNS (TXT/MX/CNAME/A) records are needed
 - c. Requests should be emailed to electionsdomain@wi.gov with subject line "wi.gov email domain request for <Municipality Name>, domain.name.wi.gov"
 7. Once complete, send test emails as appropriate. Verify domain and email is working as expected.
 8. Contact the WEC Help Desk to update contact information as needed.
 - a. If only updating email address, an email to elections@wi.gov from the clerk is sufficient. If additional contact information is being updated, use [EL-362 Clerk Contact Information Form](#).

FAQ: Frequently Asked Questions

Q: Should I go with a .gov or a wi.gov domain?

A: The decision on whether to utilize a .gov or wi.gov should be made by the municipality. In the past there was a \$400 annual fee associated with the federal .gov domains but that has been waived and there are no plans to reinstate it.

Q: I am from a small municipality and don't have IT support? Where can I get assistance?

A: The WEC cannot provide technical support regarding the transition to a .gov domain although staff does work with the Department of Administration Division of Enterprise Technology (DOA/DET) staff to establish the domains. Each email and web hosting provider should be able to minimally assist with the transition. In addition, the Wisconsin Elections Commission approved an Election Security .gov Email Domain Subgrant in February 2022 that can offset some costs associated with IT consulting.

Q: Is there a deadline or requirement to get a .gov domain?

A: There is not currently a deadline to obtain a wi.gov or .gov email domain. The WEC is reviewing policies that would require WisVote users to have an official .gov/wi.gov domain for official email communications. That policy has not been finalized nor approved. Please note that an increasing number of state and federal agencies are moving towards this domain requirement, which is why the WEC encourages all Wisconsin jurisdictions to act soon to acquire a .gov or wi.gov domain.

Q: Will DOA/DET be hosting the clerk's emails? Will they create the clerk's new email address? Can they create an alias to the clerk's current email address?

A: The DOA/DET hosts the DNS zone on its servers. The private email provider, such as Gmail, Outlook, Yahoo, manages the email service associated with the domain. The private email provider or client is where the email accounts are established.

Q: What is a domain and what is an email address?

A: The domain is tn.siren.wi.gov, the email address is clerk@tn.siren.wi.gov. See **Terms to Know** at the beginning of this document for additional definitions.

Q: What are the costs associated with changing to a wi.gov or .gov domain?

A: There are no costs associated with the domains themselves. If the municipality is currently using free email accounts, there may be costs to purchase business email accounts that will support the new domains.

Q: Can WEC recommend an IT consulting firm to assist with this process? Can WEC recommend an email provider or web hosting company?

A: WEC is not affiliated with any IT consulting companies. Marketing postcards or emails referencing .gov domain implementation are not official WEC materials and those companies are not endorsed by the WEC. Some municipalities have enlisted the assistance of IT consultants in setting up the email account(s) and obtaining the DNS records necessary for establishing a wi.gov domain. Other municipalities have done it unassisted or utilized IT staff within their own jurisdictions.

Q: Can my IT consultant contact the WEC directly on my behalf?

A: Yes, with clerk approval, the WEC staff will communicate directly with an IT consultant that is working with a municipality.

Appendix A: DNS Record examples

Example 1:

Note: For Gmail, **copy & paste** the verification code into the email for ease of use as well as including the associated screen shot.


4. Add MX records for Gmail

- a. From the **Type** drop-down list, select **MX**.
- b. In the **Name/Host/Alias** field, enter @ or leave it blank.
- c. In the **Server/Mail Server/Value/Answer/Destination** field, enter **ASPMX.L.GOOGLE.COM.**
- d. In the **Priority** field, enter 1.
- e. In the **Time to Live (TTL)** field, enter **3600** or leave the default value.
- f. Click **Save**.
- g. Follow these same steps to add the MX records shown in this table. Start from the top of the table and enter as many as you have room for.

MX SERVER ADDRESS	PRIORITY
ALT1.ASPMX.L.GOOGLE.COM.	5
ALT2.ASPMX.L.GOOGLE.COM.	5
ALT3.ASPMX.L.GOOGLE.COM.	10
ALT4.ASPMX.L.GOOGLE.COM.	10

Note: Each address is for a Google mail server. We provide several servers in case one becomes unavailable. Some hosts also require a trailing period at the end of the server name.

5. Get your verification code

bpj7hlhpheplx7rv7kmor6fsrxvbnw2vmbqtk3fhlauf4vmgdq.mx-verification.google.com.  COPY

Example 2:

Domain			
townofmountmorris.wi.gov			
MX Records			
Host Name	Points to address or value	Priority	TTL
townofmountmorris	townofmountmorris-wi-gov.mail.protection.outlook.com	0	1 Hour
CNAME Records			
Host Name	Points to address or value		TTL
autodiscover.townofmountmorris	autodiscover.outlook.com		1 Hour
TXT Records			
TXT name	TXT value		TTL
townofmountmorris	v=spf1 include:spf.protection.outlook.com -all		1 Hour
townofmountmorris	MS=ms79913431		1 Hour

Example 3:

Type	Host	Data	TTL
A	ftp.tainter.wi.gov	47.43.22.26	
	3600		
A	tainter.wi.gov	47.43.22.52	3600
A	www.tainter.wi.gov	47.43.22.52	3600
MX	tainter.wi.gov	10 mail.s1000295-1.charter.net	3600
TXT	tainter.wi.gov	v=spf1 redirect=cp.charter-business.net	3600
CNAME	autodiscover.tainter.wi.gov	autodiscover-redirect.charter-business.net	3600

Example 4:

The screenshot shows the Microsoft 365 admin center interface. At the top left, the date and time are 1/18/22, 11:03 AM. The page title is "Microsoft 365 admin center - Add and configure domain". Below the title is a search bar and a breadcrumb trail: "Domains > Add domain". On the left side, there is a vertical navigation menu with five items: "Add domain" (selected with a blue dot), "Domain name", "Verify your domain" (selected with a blue dot), "Connect domain", and "Finish". The main content area has a heading "Verify you own this domain". Below the heading, it says "We detected your DNS hosting provider is: Other" with a link icon. A paragraph follows: "Go to your domain's registrar or DNS hosting provider, go to DNS management page for tnJanark.wi.gov, and add a TXT record that uses the values below. When finished, come back here and select **Verify** and we'll confirm you own the domain by finding the new record. This won't affect your existing services like email, and you can remove the record as soon as your domain is verified." Below this is a link for "Step-by-step instructions". There are three sections for DNS records: "TXT name" with the value "tn.janark (or skip if not supported by provider)", "TXT value" with the value "MS=ms27544568", and "TTL" with the value "3600 (or your provider default)".



Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: February 10, 2022

TO: Wisconsin Municipal Clerks
City of Milwaukee Election Commission
Wisconsin County Clerks
Milwaukee County Election Commission

FROM: Wisconsin Elections Commission

Prepared by Elections Commission Staff

SUBJECT: Election Security.gov Email Domain Subgrant Announcement

- SUMMARY.** On January 11, 2022, the Wisconsin Elections Commission approved an Election Security .gov Email Domain Subgrant for municipalities that will award up to \$600 per jurisdiction for transition to a wi.gov or .gov email domain. Under the federal Help America Vote Act (HAVA) Election Security Grant from the U.S. Election Assistance Commission, the Wisconsin Elections Commission (WEC) was awarded funds to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements to the systems, equipment and processes used in federal elections.”
- PROGRAM DESCRIPTION.** Under the Election Security .gov Email Domain Subgrant each Wisconsin municipality may request grant funds for eligible expenses. Upon receipt of a Subgrant Reimbursement Request and Certification, the WEC will grant funds up to \$600 per jurisdiction. Requests will be reviewed and disbursed until the total approved subgrant amount of \$300,000 is expended and the grant term is closed.
- AUTHORIZED USES.** Eligible expenses include costs associated with a transition to a @wi.gov or @.gov email account; IT consulting fees associated with the transition to a wi.gov or .gov email domain; or monthly costs for email hosting if associated with a wi.gov or .gov domain. The funds are not intended to cover normal election related expenses. See the *2022 HAVA Election Security .gov Email Domain Subgrant Reimbursement Request and Certification* form for additional information.
- HOW DO JURISDICTIONS APPLY?** Complete and return the *2022 HAVA Election Security .gov Email Domain Subgrant Reimbursement Request and Certification* form to electionsdomain@wi.gov no later than 4:30 p.m. on Wednesday, August 31, 2022. All subgrant program information will be posted to the WEC website on the Election Security .gov Domain page [here](#).
- QUESTIONS?** If you have any questions or concerns, please email electionsdomain@wi.gov or call the WEC Help Desk at (608) 261-2028.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Clerk Treasurer

From: Chris Schilling <chriss@compknowhow.com>
Sent: Wednesday, March 2, 2022 9:26 AM
To: Clerk Treasurer
Subject: .gov information

Follow Up Flag: Follow up
Flag Status: Flagged

Hi John,

I just wanted to recap what we had discussed and give you an estimate on costs.

We will register townofnewglaruswi.gov as the first step. I anticipate this will take me 1-2 hours of billable time and may take as much as a month or more, the .gov registration process moves slowly.

CKH is managing your existing email setup, which is hosted on Microsoft 365. The first option is to add the new .gov domain to the existing 365 account and give each user a new address. This is simple and has no real cost associated with it.

After the domain is registered, we can optionally setup an account with Microsoft 365 on their government email platform. There will be a 3 hour labor charge for the initial setup of the account. Each mailbox will have a cost of \$4.00/month, which is what you are currently paying. This webpage gives some details about the government plans. <https://docs.microsoft.com/en-us/office365/servicedescriptions/office-365-platform-service-description/office-365-us-government/office-365-us-government>

I would estimate 1 hour per mailbox in additional labor to move the accounts to the new government account.

Regarding the email issues with hacking and spoofing that we discussed, I'd propose you consider the following two options as well.

For a while now I have been working on putting together an email security package that I can implement for my customers. I now have something ready that I can deliver.

I don't want to confuse you with a bunch of technical terms, so I'll keep it brief. There are some features related to email security that can be enabled that will go a long way toward preventing someone from spoofing email making it look like it was sent by one of your users. By implementing DKIM and SPF, we can get your email system DMARC compliant. I won't explain what that all means but I will say that getting your email system DMARC compliant will all but eliminate the possibility of someone sending email on your behalf. If you want to know more about how this works, I'd be happy to explain it. The problem with implementing these features is that it is very complicated and there are a lot of moving parts. This is an ongoing process that needs to be monitored to insure it is operating as expected. Because of this, adoption has been slow by the internet community in general. This needs to change so we can put an end to all of the ridiculous email threats that are present today.

I would like to propose that you allow me to start you out on this email security plan, the cost is \$25.00/month for your entire Office 365 account. We will implement these features and monitor the setup on an ongoing basis.

Microsoft does offer an addon for your email service called Defender for 365. Here is a link to some details. <https://www.microsoft.com/en-us/security/business/threat-protection/office-365-defender>

Defender has a cost of \$2.00/user/month. This addon would give you an advanced level of threat protection. We are seeing that insurance companies are starting to require the addition of this advanced threat protection when purchasing cyber insurance so you may want to consider adding it on. Let me know if you interested in doing so.

Lastly, we will point the townofnewglaruswi.gov domain to your existing website.

Regarding Patty’s old account, it appears that her account was already permanently deleted in the past. Any email being sent to her old address is being returned to sender as undeliverable.

If you want to move forward with registering the .gov domain, please do the following.

Go to this link:

<https://home.dotgov.gov/registration/authorization-templates/city-county>

and copy and paste the content into a company letterhead document. Fill in the Administrative Contact information with your contact details. Enter my contact info for the Technical Contact, my info is listed below. Click the link next to the security contact and read its description. I think we should consider creating an email account to add to this. Such as security@townofnewglaruswi.gov

Send me a copy of this document on your letterhead, in MS Word format and I’ll continue with the registration process.

Please add my contact information to the Technical Contact.

Chris Schilling
Network Administrator
702 21st St
Brodhead, WI 53520 608-897-3777
dnsadmin@compknowhow.com

Under the Security Contact, enter:
security@townofdecaturwi.gov

Let me know if you have any questions.
Thanks
Chris

~~~~~  
Network Administrator; MCSA MCSE  
Computer Know How  
702 21st St.  
Brodhead, WI 53520  
Phone: 608-897-3777 EXT. 111  
Toll Free: 888-588-KNOW  
Fax: 608-897-3779  
[chriss@compknowhow.com](mailto:chriss@compknowhow.com)  
[www.compknowhow.com](http://www.compknowhow.com)  
~~~~~

WARNING:
Exposure to the Sun may prevent burning!

PARKS COMMISSION MEETING

Wednesday, February 16, 2022

Minutes

Attending: Chair Harry Pulliam, Chris Narveson, Dana Emmerton, Mona Sue French, and Jason Neton

Absent: Mark Pernitz

Also Attending: Katherine Westaby, Vierbicher Associates (departed at 7:00 PM)

1. **Call to Order:** Chair Pulliam called the meeting to order at 6:08 PM.
2. **Proof of Posting:** Commissioner Narveson attested to proper proof of posting.
3. **Approve January 19, 2022 Parks Commission Minutes** – A motion to approve the January 19, 2022 meeting minutes by Commissioner French, as presented; second by Commissioner Neton. Motion carried.
4. **Public Comments:** No public comments.
5. **Discuss 2022 Update of Comprehensive Outdoor Recreation Plan (CORP)** – Katherine Westaby noted that she prepared the prior update for the CORP and Town of New Glarus Comprehensive Plan. Westaby reviewed what is proposed for the public engagement process: she will attend two meetings in-person and recommends a representative from the Plan Commission and possibly the Board also attend. A future public hearing will precede a regular Town Board meeting with an action item to consider adoption of the draft CORP. Extraordinary measures may need to be taken if the intent is to apply for a DNR grant by their deadline in May; the DNR will likely consider extending the Letter of Eligibility providing they are aware a CORP update is underway. Before the next update is due in five years, it was proposed to start the process the preceding August in 2026.

Westaby proposed a kick-off meeting in the next three to five weeks with key players to include Chair Pulliam and some members from the Town Parks and Plan Commissions; if a quorum of any one body attends, it will need to be publicly noticed. Thereafter there could be a public meeting that precedes a regular Parks Commission meeting. A community-wide survey will be developed to solicit feedback about who is using current and future resources that include trails, a town park, and other recommendations. Residents would be notified by postcard that hard copies will be available at the Town Hall as well as providing a link to an online version. Community engagement posters should be posted to notify the public and solicit further feedback. Chair Pulliam would like to engage local homeowner associations.

Westaby stated that once updates have been made, the Parks Commission will make a recommendation for approval to the Board which will be considered after the Public Hearing. Westaby can prepare a draft survey and strategies for the kick-off meeting. Commissioner Narveson stated that a public hearing originally scheduled for March 9, 2022 to consider updates to the Impact Fees Ordinance, should be rescheduled so that the CORP and the associated community survey can determine how impact fees will be allocated to each proposed project; without objection. Commissioner Narveson will request the Clerk share information regarding the Impact Fee Ordinance and Needs Assessment Study with Chair Pulliam.

A motion to recommend for Vierbicher Associates to update the CORP and hold a kick-off meeting on March 10, 2022 by Commissioner Narveson; second by Commissioner French. Motion carried.

6. **Discuss Pickle Ball Courts** – possible locations were discussed including Town property on Durst Road that was accepted as part of the Roger Arn development within the Village Extraterritorial Zoning jurisdiction. The nine acres is zoned as conservancy land. Pickle Ball courts are much smaller than regulation tennis courts (30' X 60'). There was brief discussion regarding use of the existing tennis courts managed by the New Glarus School District within the Village. Without objection, this will be included as an item for discussion at the kick-off meeting for the CORP update and will be included on the community survey.
7. **Update on Town Board's Position re: Trail along County NN** – Commissioner Narveson provided a brief update on easement agreements that required revision. After the revisions were made, one property owner reconsidered and no longer is willing to grant an easement for the proposed trail for which a DNR grant has

been approved. There is hope that the WI DNR will consider allowing the funds for the proposed trail to be within the County Highway right-of-way instead of on private property. There followed a discussion regarding possible strategies for moving forward. Without objection, Commissioner Narveson will contact Cheryl Housley, Community Services Specialist at the Wisconsin DNR, about their flexibility to apply grant funds to relocate the trail adjacent to County NN. There was brief discussion of the Bipartisan Infrastructure Law and how those Federal funds may be used locally.

8. **Update on Town Board's Position re: Town Newsletter** – Commissioner Narveson stated he brought the topic to the Board's attention during the Chair's Report at a regular meeting that received no opposition. Chair Pulliam would like to know that the Board will support the costs associated with producing and distributing a newsletter on a quarterly basis that contains updates from the Board and Commissions. The Town of Dunn publishes a biannual newsletter; an archive of those is available on their website. There followed discussion regarding a quarterly newsletter available on the Town website. Printed copies could potentially be posted in the display case on the south side of Town Hall. It was noted that the weekly Shopper might be a possible means of distribution. Without objection, Chair Pulliam will share information about publications he helps coordinate for the Kitchen Co-Op at the next meeting. There followed a brief discussion regarding the distribution of digital content through email with an option for those without access to computers to pick up paper copies at the Town Hall.
9. **Discuss Electronics Recycling Quote from John Schumacher** – Commissioner French presented a proposal from Monroe e-Waste, an independent business operated by John Schumacher. Chair Pulliam will distribute a copy of the proposal to the Commission members, without objection. The recycling event is proposed to coincide with the distribution of trees on April 23, 2022 from 9:00 AM until 11:00 AM. Appliances containing refrigerants will be excluded. Without objection, a mailer including this event will be discussed at the next Parks Commission meeting.
10. **Schedule Next Meeting** – the next meeting will be held on Wednesday, March 16, 2022 at 6:00 PM.
11. **Adjourn** – A motion to adjourn by Commissioner French, as presented; second by Commissioner Emmerton. Motion carried at 8:10 PM.

Approved:

Prepared by: John Wright – Clerk-Treasurer

DEED NOTICE

Document Number

Document Title

THIS DEED NOTICE IS NOT A CONVEYANCE AND IS NOT SUBJECT TO A REAL ESTATE TRANSFER TAX OR RETURN.

ROGER ARN ("Arn"), the owner of the Real Estate listed on Addendum A (the "Property"), hereby executes the following Deed Notice to place on the public record certain material facts and considerations related to the Property.

Arn, as the owner of the Property, applied for approval of a proposed Certified Survey Map (CSM) which will create four (4) residential lots. The CSM will require rezoning. Because the lands are less than one and one-half miles from the boundary of the Village of New Glarus, Wis. Stats. sec. 62.23 (7a) allows the Village to exercise certain authority over the proposed development. The Village, as one of its conditions of approval of the zoning and CSM, directed that, pursuant to the applicable ordinance, the Owner record a deed notice which defines the area within which rural development may occur.

Attached to this is a document entitled "Arn Farm Preservation & Rural Development Exhibit" which was prepared by the planning consultant for the Village. The condition of approval requires that areas of the Property which may be developed for future rural residential lots be generally identified. The balance of the Property, which is to be agricultural preservation area, is also to be generally identified.

The Property has associated with it the right to develop 17 residential lots under applicable farmland preservation ordinances. Four of the 17 potential lots are being developed as a certified survey map development in the eastern portion of the Property. The Village believes that the remaining 13 lots should be developed in the area designated as the "Proposed Area for Future Rural Residential Lots" shown on the map. The areas shown on the Exhibit are highly approximate and have not been surveyed. The map is intended only to generally indicate the future plans of the Village, not to constitute any formal approval of additional lots. Further, Arn states that this Deed Notice does not convey any interest in real estate to any party. This Deed Notice is simply a memorialization of the current concepts of the Village for future residential development within the property. Arn retains all rights he possessed prior to recording this Deed Notice.

(Continued on page 2)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Recording Area

Name and Return Address

Town of New Glarus
26 5th Avenue
New Glarus, WI 53574

Parcel 2302401101000

Parcel Identification Number (PIN)

Parcel 2302401170000

Parcel 2302401210000

This Deed Notice was prepared on the assumption that the Village possesses extraterritorial authority over the Property. This Deed Notice does not grant extraterritorial authority, nor impose any limits upon that authority. The Village's authority over the Property shall be determined under Wisconsin Law as it exists at the time of any future actions. Arn reserves the right to record an instrument rescinding or modifying this Deed Notice in the event that the Village's authority is, at some future time, repealed or modified.

Arn explicitly reserves all property rights he possessed prior to executing this Deed Notice. Nothing herein imposes any restriction on the use of his property. The sole purpose of this Deed Notice is to inform the public of the general areas to which the Village's planning designations and associated zoning classifications may apply.

Dated and acknowledged this _____ day of December, 2021.

Roger Arn, Owner

Came before me Roger Arn, to me known to be the person who signed this Document, and acknowledged it.

Notary Public, State of Wisconsin

EXHIBIT A:

Legal Descriptions

- Parcel 2302401101000
- Parcel 2302401170000
- Parcel 2302401210000

ADDENDUM A – LEGAL DESCRIPTION OF ROGER ARN LANDS

The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$); the West 17 $\frac{1}{2}$ acres of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$); the South half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); the Northwest Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) except six acres on the South side of the Public Highway; also a piece in the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) described as follows: Commencing at the Northeast corner of the Southeast quarter (SE $\frac{1}{4}$) running thence South on the section line 46 $\frac{1}{2}$ rods, thence in a Southwesterly direction sixty rods, thence south a little west sixteen rods to the center of the public highway; thence along the center of the public highway to the southwest corner of the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), thence north eighty rods, thence East eighty rods to the place of beginning, all being in Section Sixteen (16), Town Four North (T4N) Range Seven East (R7E), Green County, Wisconsin.

The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); the West one-half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); and 17 acres of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), lying North of the Public Highway, all in Section 15;

Also 13 $\frac{1}{2}$ acres in the East half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Sixteen (16) described as follows: Commencing on a section line at a point 46 $\frac{1}{2}$ rods South of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, running thence in a Southwesterly direction 60 rods, thence South a little West, 16 rods to the center of the public highway, thence East following the center of the public highway to the section line (between Sections 15 and 16) to a point 24 rods south of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, all being in Town Four (4) North, Range Seven (7) East, Green County, Wisconsin.

EXCEPT: Lot One of Certified Survey Map Number 892, recorded in Volume Three of Certified Survey Maps of Green County, on page 43 & 44, Town of New Glarus Green County, Wisconsin.

EXCEPT: Lot One of Certified Survey Map Number 893, recorded in Volume Three of Certified Survey Maps of Green-County, on page 45, Town of New Glarus. .Green County, Wisconsin..

EXCEPT: Lot One of Certified Survey Map No. 4371 of Green County in Vol. 18 of Certified Survey Maps of Green County, Page 48, Town of New Glarus, Green County, Wisconsin.

ARN FARM PRESERVATION & RURAL DEVELOPMENT EXHIBIT

Proposed Area for Future Rural Residential Lots (purple outline)
30.0 gross acres
10.8% of 1997 Arn ownership

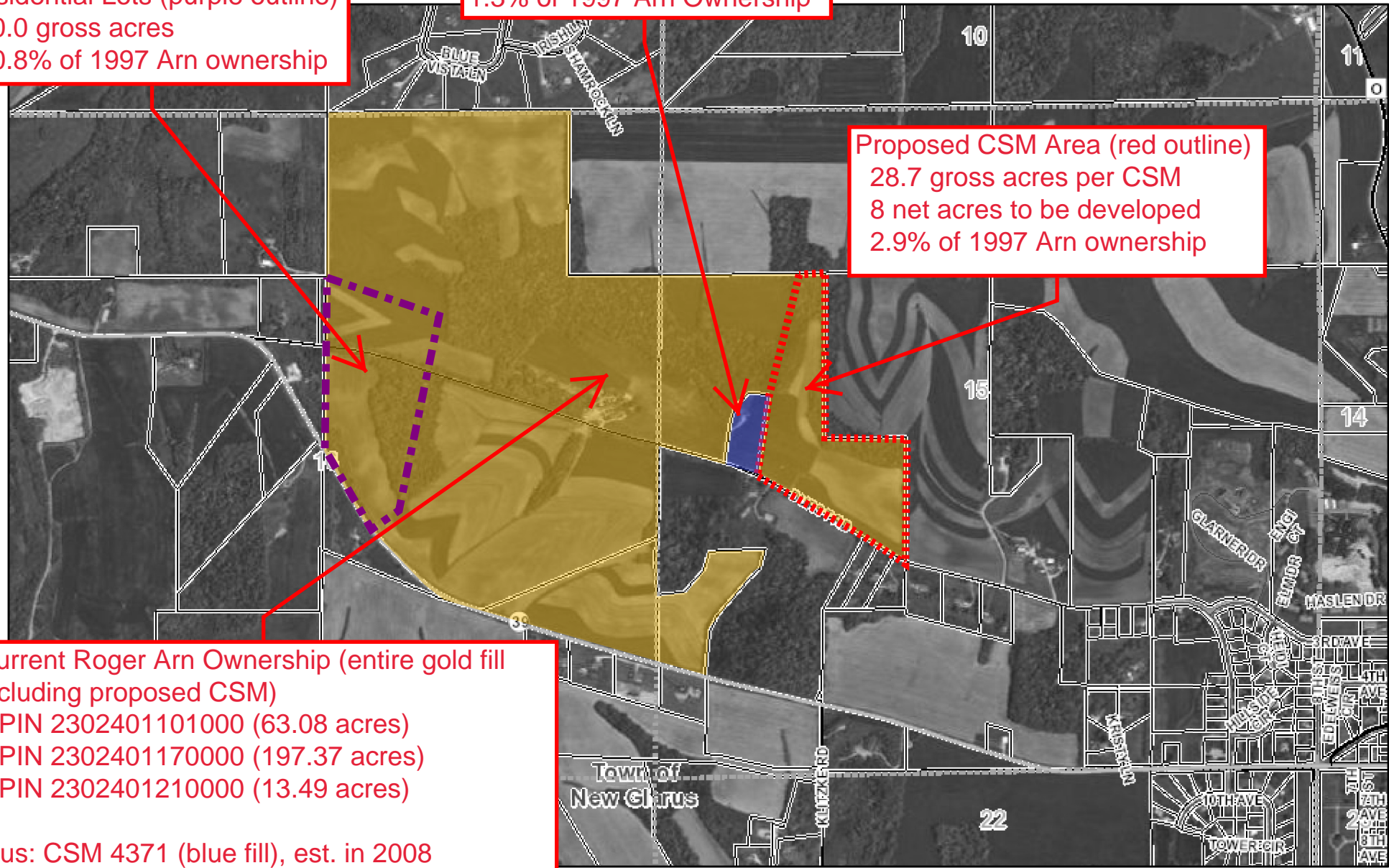
CSM 4371 (blue area)
3.7 gross acres
1.3% of 1997 Arn Ownership

Proposed CSM Area (red outline)
28.7 gross acres per CSM
8 net acres to be developed
2.9% of 1997 Arn ownership

Current Roger Arn Ownership (entire gold fill including proposed CSM)
PIN 2302401101000 (63.08 acres)
PIN 2302401170000 (197.37 acres)
PIN 2302401210000 (13.49 acres)

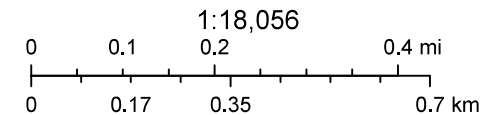
Plus: CSM 4371 (blue fill), est. in 2008
PIN 2302401101100 (3.70 acres)

Arn Ownership as of 1997 = 277.6 acres
85% preserved from rural devel.= 235.9 acres
15% for rural development = 41.7 acres



Prepared: 11/18/21

- County Hwy
- Class Parcels
- Municipal Boundaries



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

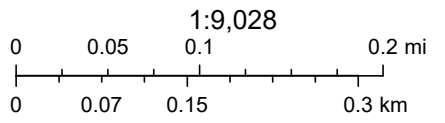
Green County assumes no responsibility for improper or incorrect use; the user is not limited to implied warranties for a particular purpose, are disclaimed. Assessing the accuracy and reliability of content on this site is the responsibility of the user.

FUTURE RURAL DEVELOPMENT AREA DETAIL EXHIBIT



9/30/2021, 3:29:25 PM

Local Roads	County Hwy	Highways	County Hwy
Other Road Class	Town Road	Other Road Class	Parcels
State Hwy	Village/City Street	State Hwy	Municipal Boundaries



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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