

**TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, DECEMBER 15, 2022, 6:00 PM
AGENDA**

Join by Zoom: <https://us06web.zoom.us/j/84151506640?pwd=N2NGSIJTN1VKUGM1MTFoK2NiZ0NBZz09>

Meeting ID: 841 5150 6640

Passcode: 912286

Dial by your location: 1 312 626 6799

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

DATE: Thursday, December 15, 2022
TIME: 6:00 PM

NOTICE IS HEREBY GIVEN that Town of New Glarus Plan Commission, County of Green, may act on the following matters if any required public hearing has been held:

1. Call to Order/Confirm Proper Proof of Posting
2. Approve Minutes from November 17, 2022
3. Review and Possibly Recommend 3-Lot Cluster Division of Property by CSM to Town Board for Consideration and Approval for Klitzke Land on Legler Valley Road
4. Review Development Potential and Concept Plan for Land on Hustad Valley Road
5. Update Regarding Town Board Review of the Recommendation from the Town Plan Commission to Have Contract Planner Schleeper Prepare Draft Policies Requiring the Rezoning of Land for Future Land Divisions with Residential Development Potential and Requiring Conditional Use Permits to Build in Deed-Restricted Open Space
6. Review Comprehensive Plan Report Prepared by Commissioner Galhouse
7. Review 2022 Building and Zoning Permits
8. Staff Inquiry Regarding Multiple Residences on a Single Parcel with a Single Fire Number
9. Update Regarding Authorization from Qualified Electorate to Purchase Public Property
10. Update by Tim Schleeper Regarding Roger Arn Deed Notices Reviewed by Mark Roffers, Village Contract Planner
11. Adjourn

Pursuant to applicable law, notice is hereby given that a quorum or a majority of the New Glarus Town Board Members may attend this meeting. Information presented at this meeting may help form the rationale behind future actions that may be taken by the Town of New Glarus Board. Persons requiring additional services to participate in a public meeting may contact the Town Clerk for assistance at 527-2390.

POSTED: 12/09/2022

New Glarus Town Hall Chris Narveson, Chair
New Glarus Maintenance Town of New Glarus Plan Commission
New Glarus Post Office Tim Schleeper, Plan Administration
<https://townofnewglarus.com/> John Wright, Clerk-Treasurer

TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, NOVEMBER 17, 2022
MINUTES

Members Attending: Chris Narveson: Chair; John Freitag, John Ott, Craig Galhouse, Mark Pernitz, Robert Elkins, and Reg Reis

Absent: None

Also Attending: John Wright: Clerk-Treasurer; and Tim Schleeper: planner, Vierbicher Associates (virtually)

1. **Call to Order and Proof of Posting:** Chair Narveson called the meeting to order at 6:00 PM. Clerk-Treasurer Wright attested to proper proof of posting.
2. **Approve Minutes:** Motion to approve the meeting minutes from October 20, 2022, as presented, was made by Commissioner Ott; second by Commissioner Pernitz. Motion carried 7-0.
3. **Discussion Regarding the Possible Allowance of Public Buildings in Deed-Restricted Open Space by Amending Chapter 110** – Chair Narveson provided a brief summary of the general question addressed by planner Schleeper in his letter dated November 15, 2022. Land that is deed restricted as open space is permitted to be used for agriculture, recreation, passive recreation, and the preservation of environmentally sensitive features. Public buildings such as a Town Hall or Town Garage are not addressed in Chapter 110 of the Town’s land division code. More specifically, if the electorate approves the purchase of nearly one hundred acres of land at the Special Town Meeting scheduled for November 28, 2022, then the Town will need to know how many acres are available for development. The sale of land to the north in 2005 placed an open space obligation on the parcel on the south side of STH 39 of 29.43 acres. If the property to the south is 99.470 acres (according to the assessment roll), then the development potential is two large lots (35 acres each) or up to five, 2.0-acre cluster lots with the balance of the land restricted as open space for the purposes identified above.

Chapter 110 allows cluster lots for residential use, but no other purposes, so if future use of the property to be considered for purchase, in part, is for public buildings, then a solution in the form of a revision to Chapter 110 needs to be considered. Green County’s Zoning Code, Title 4, may require a Conditional Use Permit or rezoning from the Agricultural District to a different district. Section 4-3-1-1 A.4. allows public buildings, except sewage disposal plants, garbage incinerators, and buildings for the repair or storage of road building or maintenance equipment. It was further noted that any amendment to Chapter 110 will require a recommendation to the Town Board for their support of the amendment and to schedule a public hearing that may require two published notices beforehand.

Chair Narveson read aloud observations by Town legal counsel, Attorney Hazelbaker, that support contract planner Schleeper’s advice for the Town to refine Chapter 110 per the five points identified in his November 15, 2022 correspondence which is in accordance with Wisconsin Statutes:

1. Adding “Municipal Use” to the definitions within 110-5. This definition should clarify who may claim this use and what activities are included. Alternatively, “Public Use” could be defined if there is a desire to include uses from other entities such as the Village, County, or State.
2. Refine the “Open Space” definition to include (or exclude) specific public or municipal uses.

TOWN OF NEW GLARUS

3. Exclude the construction of any permanent structure within lands designated as Open Space without express consent of the Town of New Glarus Board and Town issuance of a Conditional Use Permit authorizing the construction and maintenance of said structure.
4. As a part of any land division, require the land division applicant provide a draft deed restriction for review by the Plan Commission and Town Board. Upon approval of the land division, the deed restriction shall be filed by the applicant at the same time as the land division document (CSM or Plat) with copies of all documents provided to the Town Clerk.
5. Provide a written ordinance and process by which landowners can:
 - a. Amend cluster envelopes (while still meeting the requirements of a cluster); and
 - b. Apply for Town Conditional Use permits for Buildings in Open Space.

Motion to recommend to the Town Board consideration and approval of the five refinements (above) recommended by Schleeper was made by Commissioner Pernitz; second by Commissioner Ott. Motion carried 7-0.

4. **Discussion Regarding Village of New Glarus Proposed Conditions for the Approval of the Arn/Wesley Neighbor Exchange by Certified Survey Map (CSM)** – Village of New Glarus planning consultant, Mark Roffers, issued a recommendation to the Interim Village Administrator, Karl Franz dated October 25, 2022. Chair Narveson reported that he discussed this recommendation with the Town’s counsel, Attorney Mark Hazelbaker.
5. **Update Regarding Town Board Review of the Recommendation from the Town Plan Commission to Have Contract Planner Schleeper Prepare Draft Policies Requiring the Rezoning of Land for Future Land Divisions with Residential Development Potential and Requiring Conditional Use Permits to Build in Deed-Restricted Open Space** – Wright reported that he had inadvertently left off this item from the November 8, 2022 Town Board agenda. It was noted that changes in 2017 to the regulation and issuance of conditional use permits would require adherence to the more restrictive set of standards. If the Town Board agrees that buildings in open space be regulated by the use of a conditional use permit, then the Town’s attorney will likely need to craft changes to the Town’s subdivision code to be consistent with Wisconsin Act 67.
6. **Review Future Land Use Map Mockup Prepared by Commissioner Galhouse** – Prior versions of the Town’s Comprehensive Plan do not include existing or future use maps. Their inclusion would be useful for future planning and to support decisions made by the Plan Commission and/or Town Board regarding conditions or responsibilities when certain tracts of land are developed (e.g., dedication of green space or park lands, new roads, etc.). It was noted that a future use plan is a predictor of preferences, not an ironclad plan.

Motion to continue the development of a Town of New Glarus future use map by Commissioner Galhouse; second by Commissioner Freitag. Motion carried 7-0.

7. **Inquiries**
 - a. Zoning permit for shed outside of building envelope, Crawford Lane – Wright reported that he received a zoning permit for a residential use shed in deed-restricted open space. He made the building inspector aware and Cc’d the owner so that they were on notice and could attend this evening’s meeting if they wanted to do so.
 - b. Green County Zoning inquiry regarding a shed with a convenience bathroom that has living quarters – Wright reported that two parcels owned by the same couple, to the north

TOWN OF NEW GLARUS

of the cul-de-sac bulb for Olstad Lane have been developed. Both have residential development rights. However, the building on the northernmost parcel was originally zoned as a shed to which a garage was later added. A convenience bathroom was allowed by Green County Zoning. County is now requesting to view the interior of the building to determine whether it is a habitable residence instead of a residential accessory building.

- c. Development potential for Marion Hustad property – Wright reported that he received an inquiry from surveyor Robert Talarczyk regarding the development potential for 100+ acres of property on the west side of Hustad Valley Road. The original homesite is included on this property. In the past, land on the east side of the road was sold to Duane and Carolyn Sue Pope which was divided into two lots by CSM. Wright was introducing the potential this evening because the property is likely to sell and be developed soon.
 - d. Eichelkraut inquiry regarding a possible neighbor exchange of land previously owned by Dennis Lee that may have been voluntarily deed-restricted in 2018 from further development – Wright provided a brief history of the property based upon the minutes available. It would appear that Dennis Lee developed a 7.6-acre large lot by CSM 5148 in 2018 instead of developing the 69.495 acres as a cluster of up to 5 2.0-acre lots. Later that same year, CSM 5167 recorded a neighbor exchange between Lot 1 of CSM 5148 and pre-ordinance CSM 1180 to follow a historic fence line. Without a copy of the deed restriction, Wright does not know how to advise Eichelkraut regarding a neighbor exchange. There followed a brief discussion whether the Town could request a 3.15 acre building envelope be defined if a neighbor exchange takes place to expand Lot 1 of CSM 5167. There followed a discussion of how large lots differed from cluster lots regarding treatment of deed-restricted open space. There was no objection to asking for the building envelope to be defined if the proposed neighbor exchange by CSM is pursued.
8. **Update by Tim Schleeper Regarding Roger Arn Deed Notices Reviewed by Mark Roffers, Village Contract Planner** – Planner Schleeper stated that he has yet to coordinate his schedule and that of Village planning consultant Mark Roffers.
 9. **Continue Discussion Regarding 2018 Comprehensive Plan Implementation Actions to Develop a List of Potential Action Items Including a List of Proposed Changes to Town Ordinances Drafted in 2010** – Without objection, this will be added to the December agenda for continued discussion.
 10. **Determine Future Agenda Items and Adjourn** – Agenda Items: approval of November minutes, review proposed Schleeper documents if Town Board authorized his research, update on Arn notice of deed restrictions, review of Ed Klitzke cluster division of property by CSM, initial review of Marian Hustad land development (if presented), review of 2022 building permits, and continued discussion of Comprehensive Plan implementation actions.

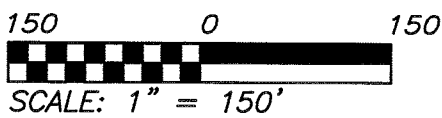
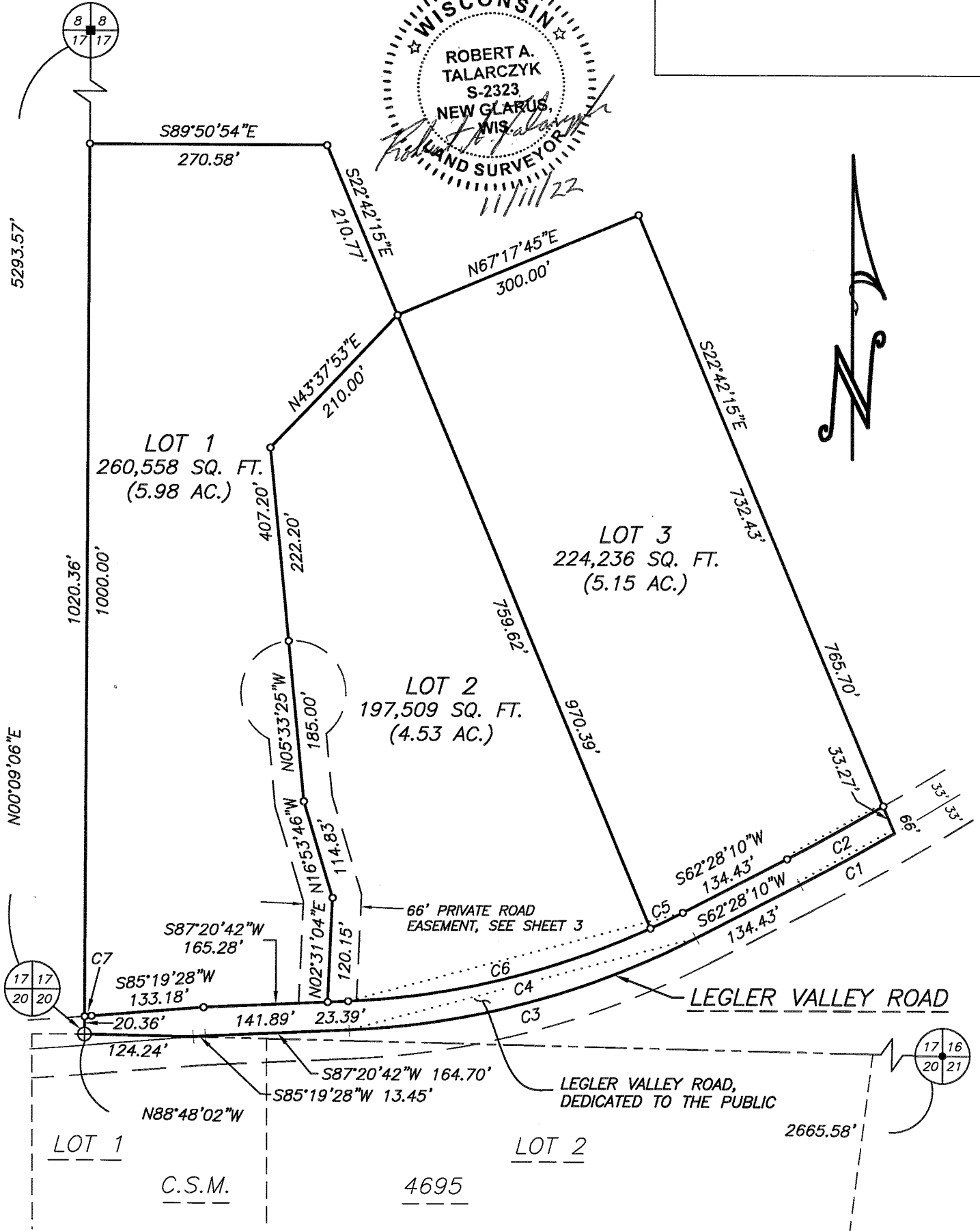
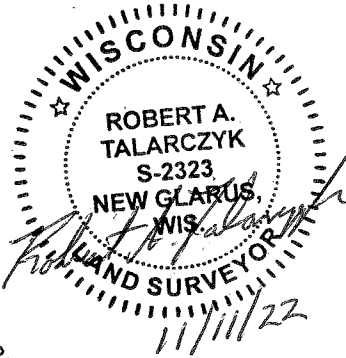
Motion to adjourn by Commissioner Pernitz at 8:20 PM; second by Commissioner Freitag.
Motion carried 7-0.

Approved:

John Wright, Clerk-Treasurer

CERTIFIED SURVEY MAP NO. _____

Part of the Southwest 1/4 of the Southeast 1/4 of Section 17,
Town 4 North, Range 7 East, Town of New Glarus, Green County,
Wisconsin.



TALARCZYK

LAND SURVEYS LLC

517 2nd Avenue
New Glarus, WI 53574
608-527-5216

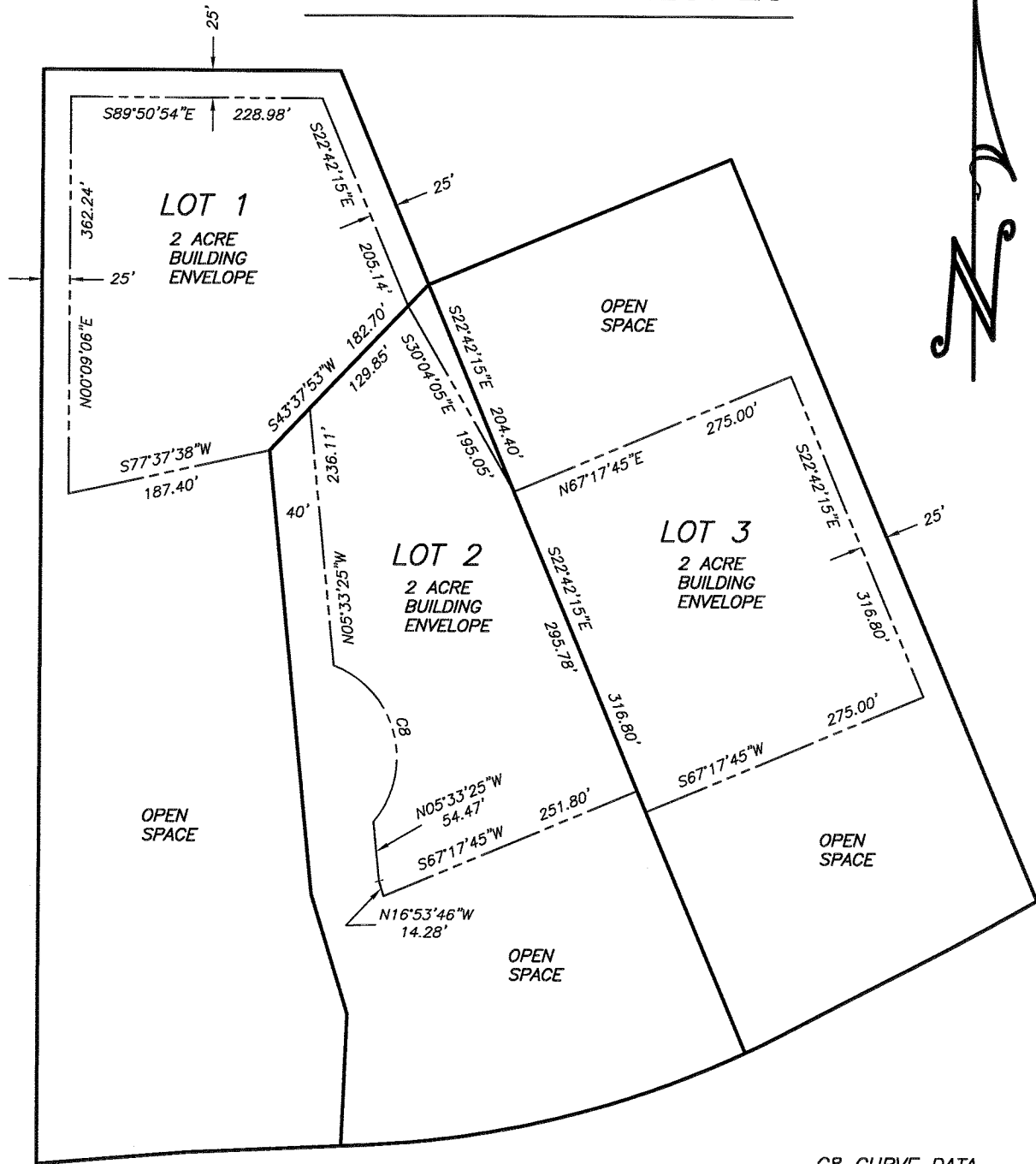
www.talarczyksurveys.com

JOB NO. 19162
POINTS 19162
DRWG. 19162_2
DRAWN BY MST

CERTIFIED SURVEY MAP NO. _____

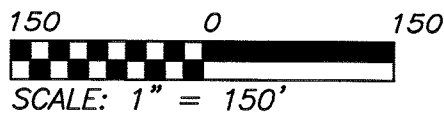
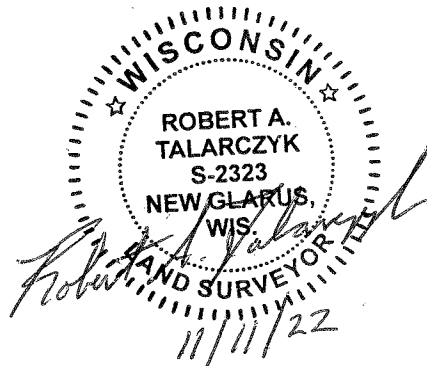
Part of the Southwest 1/4 of the Southeast 1/4 of Section 17,
Town 4 North, Range 7 East, Town of New Glarus, Green County,
Wisconsin.

BUILDING ENVELOPES



CB CURVE DATA

R= 90.00'
A= 171.51'
IA= 109°11'08"
C= 146.71'
CH. BRG.= N14°34'36"W



TALARCZYK

LAND SURVEYS LLC

517 2nd Avenue
New Glarus, WI 53574
608-527-5216

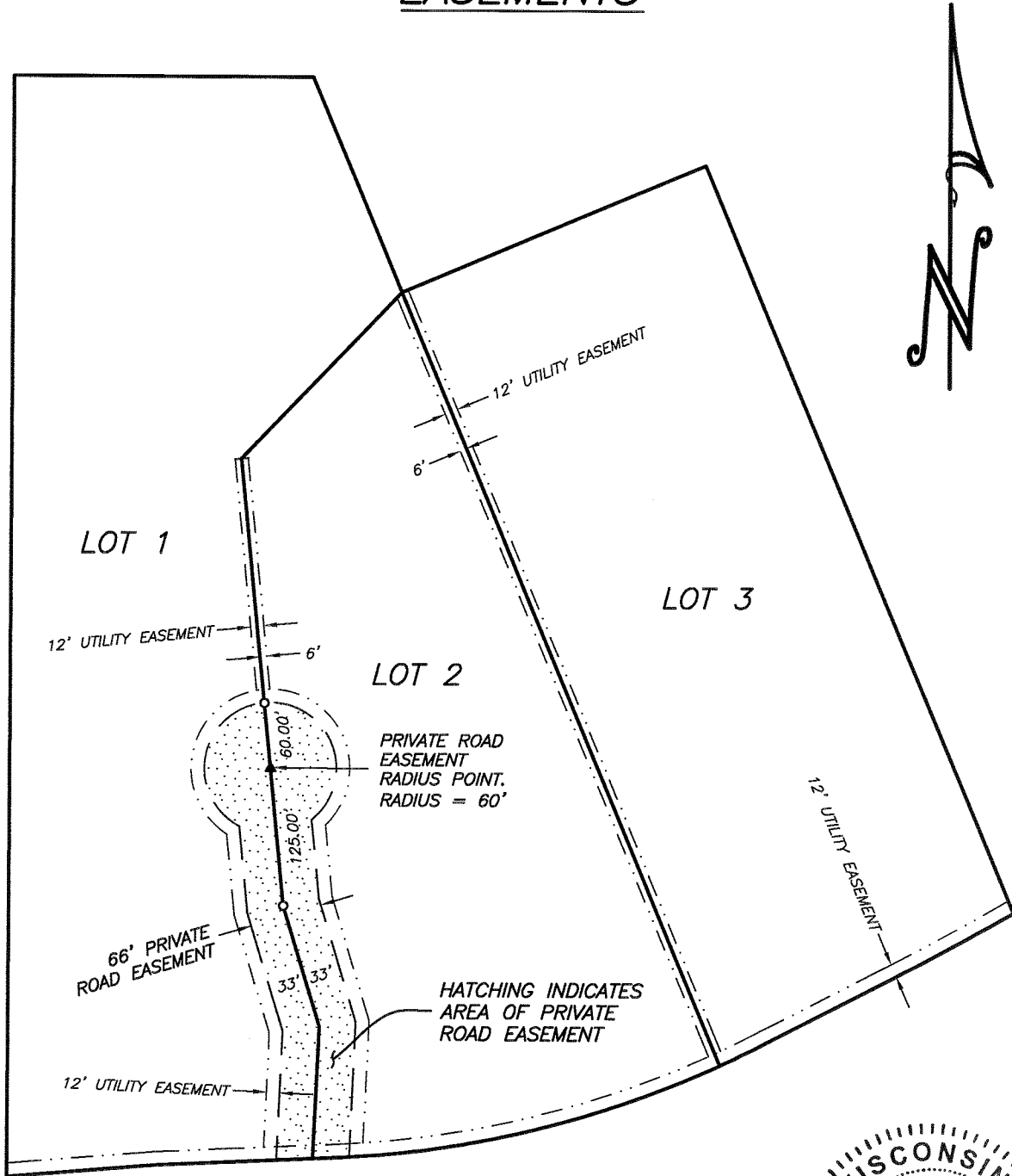
www.talarczyksurveys.com

JOB NO. 19162
POINTS 19162
DRWG. 19162_2
DRAWN BY MST

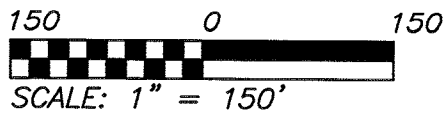
CERTIFIED SURVEY MAP NO. _____

Part of the Southwest 1/4 of the Southeast 1/4 of Section 17,
Town 4 North, Range 7 East, Town of New Glarus, Green County,
Wisconsin.

EASEMENTS



WISCONSIN
★
ROBERT A. TALARCZYK
S-2323
NEW GLARUS,
WIS.
LAND SURVEYOR
Robert A. Talarczyk
11/11/22



JOB NO. 19162
POINTS 19162
DRWG. 19162_2
DRAWN BY MST

SHEET 3 OF 5

TALARCZYK
LAND SURVEYS LLC
517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczyksurveys.com

CERTIFIED SURVEY MAP NO. _____

That part of the Southwest 1/4 of the Southeast 1/4 of Section 17, Town 4 North, Range 7 East, Town of New Glarus, Green County, Wisconsin, bounded and described as follows:

Beginning at the South 1/4 corner of said Section 17; thence N00°09'06"E along the North-South 1/4 line of Section 17, 1020.36'; thence S89°50'54"E, 270.58'; thence S22°42'15"E, 210.77'; thence N67°17'45"E, 300.00'; thence S22°42'15"E, 765.70' to the centerline of Legler Valley Road; thence Southwesterly, 122.70' along said centerline and the arc of a curve to the right whose radius is 2870.00' and whose chord bears S61°14'41"W, 122.69'; thence S62°28'10"W along said centerline, 134.43'; thence Southwesterly, 415.49' along said centerline and the arc of a curve to the right whose radius is 957.00' and whose chord bears S74°54'26"W, 412.24'; thence S87°20'42"W along said centerline, 164.70'; thence S85°19'28"W along said centerline, 13.45' to the South line of Section 17; thence N88°48'02"W, 124.24' to the point of beginning; subject to a public road right of way as shown and to any and all easements of record.

I hereby certify that this survey is in compliance with Section 236.34 of the Wis. Statutes and the provisions of the Town of New Glarus, Village of New Glarus and the Green County Land Division Ordinance, and that I have surveyed, monumented, and mapped the lands described hereon, and that this map is a correct representation thereof in accordance with the information provided.

November 11, 2022



Robert A. Talarczyk
Robert A. Talarczyk, P.L.S.

CURVE TABLE

CURVE	RADIUS	ARC	DELTA ANGLE	CHORD	CH. BEARING	TAN.BEARING-IN	TAN.BEARING-OUT
C1	2870.00'	122.70'	2°26'58"	122.69'	S61°14'41"W	S60°01'12"W	
C2	2837.00'	125.49'	2°32'04"	125.48'	S61°12'08"W	S59°56'06"W	
C3	957.00'	415.49'	24°52'32"	412.24'	S74°54'26"W		
C4	924.00'	401.16'	24°52'32"	398.02'	S74°54'26"W		
C5	924.00'	41.35'	2°33'52"	41.35'	S63°45'06"W		
C6	924.00'	359.81'	22°18'40"	357.54'	S76°11'22"W		
C7	3541.00'	2.75'	0°02'40"	2.75'	S85°20'48"W		S85°22'08"W

NOTES:

1.) Bearings are referenced to the Wisconsin County Coordinate System, Green County Zone, NAD83 (2011), in which the North-South 1/4 line of Section 17 bears N00°09'06"E.

2.) Utility easements set forth herein are for the use of public bodies and private public utilities having the right to serve this subdivision. No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of s.236.32 of Wisconsin Statutes.

LEGEND:

- Cast aluminum monument found
- Concrete monument with brass cap found
- 3/4" solid round iron rod found
- 3/4" x 24" solid round iron rod set, weighing 1.50 lbs per lineal foot

PREPARED FOR:
Ed Klitzke
W6518 Legler Valley Road
New Glarus, WI 53574
(608) 527-2891

JOB NO. 19162
POINTS 19162
DRWG. 19162_2
DRAWN BY MST

TALARCZYK
LAND SURVEYS LLC
517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczyksurveys.com

CERTIFIED SURVEY MAP NO. _____

Part of the Southwest 1/4 of the Southeast 1/4 of Section 17, Town 4 North, Range 7 East, Town of New Glarus, Green County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I have caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of New Glarus, The Village of New Glarus, The County of Green.

WITNESS the hand and seal of said owner this _____ day of _____, 20_____.
In the presence of:

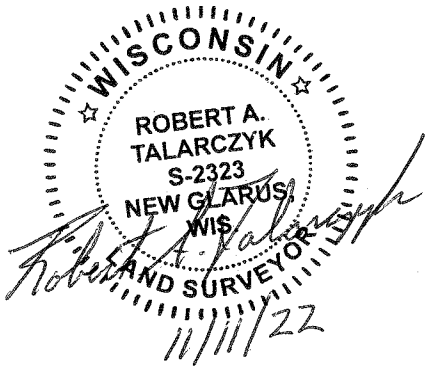
Edward Klitzke

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named Edward Klitzke to me known to be the same person who executed the foregoing instrument and acknowledged the same.

My commission expires _____.



VILLAGE APPROVAL: Approved for recording this _____ day of _____, 20____ by the Village of New Glarus.

Village Clerk

TOWN APPROVAL: Approved for recording this _____ day of _____, 20____ by the Town of New Glarus.

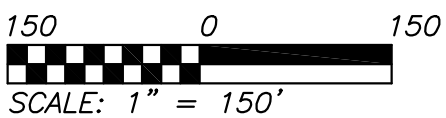
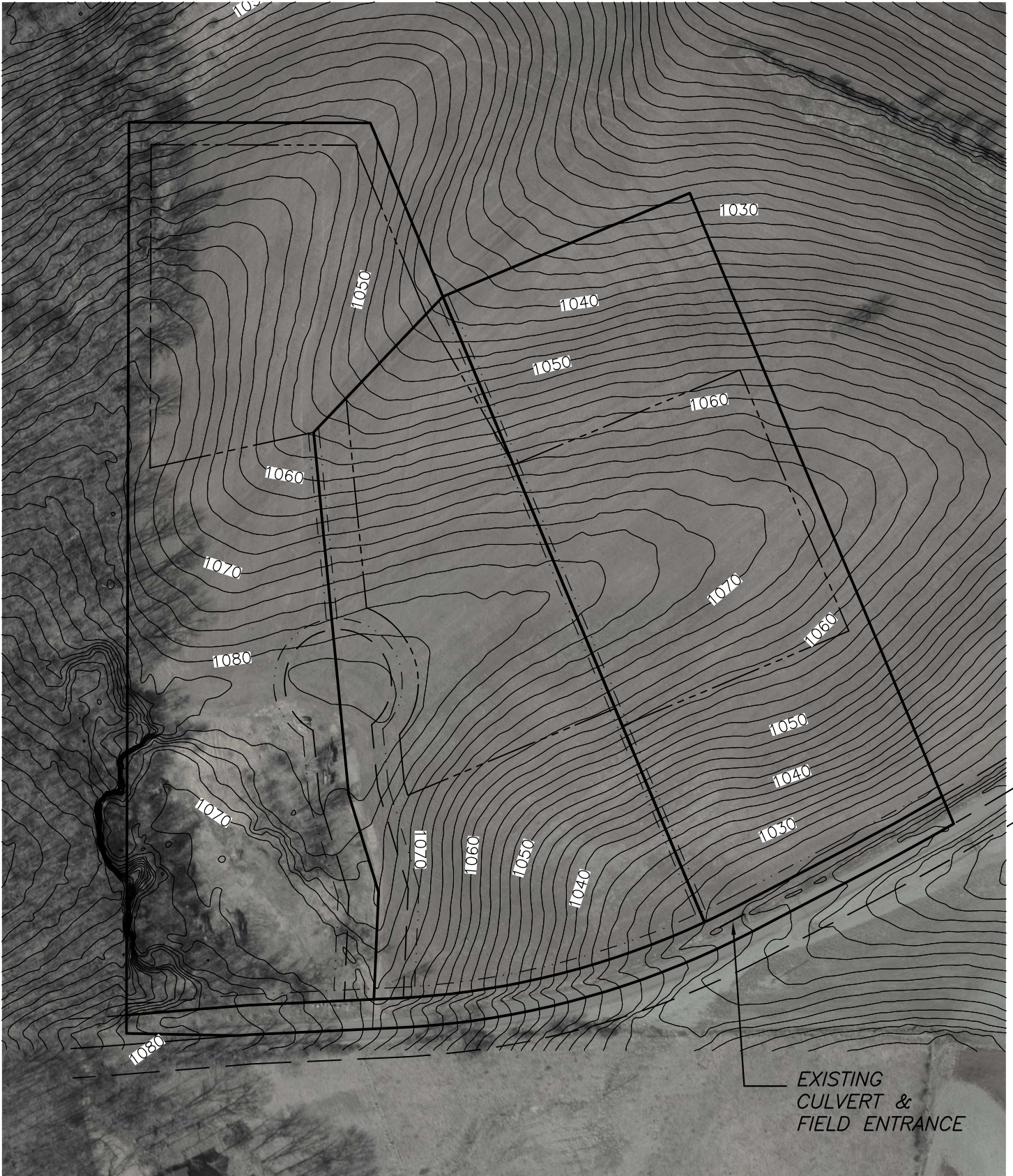
Town Chairperson

COUNTY APPROVAL CERTIFICATE: Approved for recording this _____ day of _____, 20____ by the Green County Land Use & Zoning Department.

Zoning Administrator

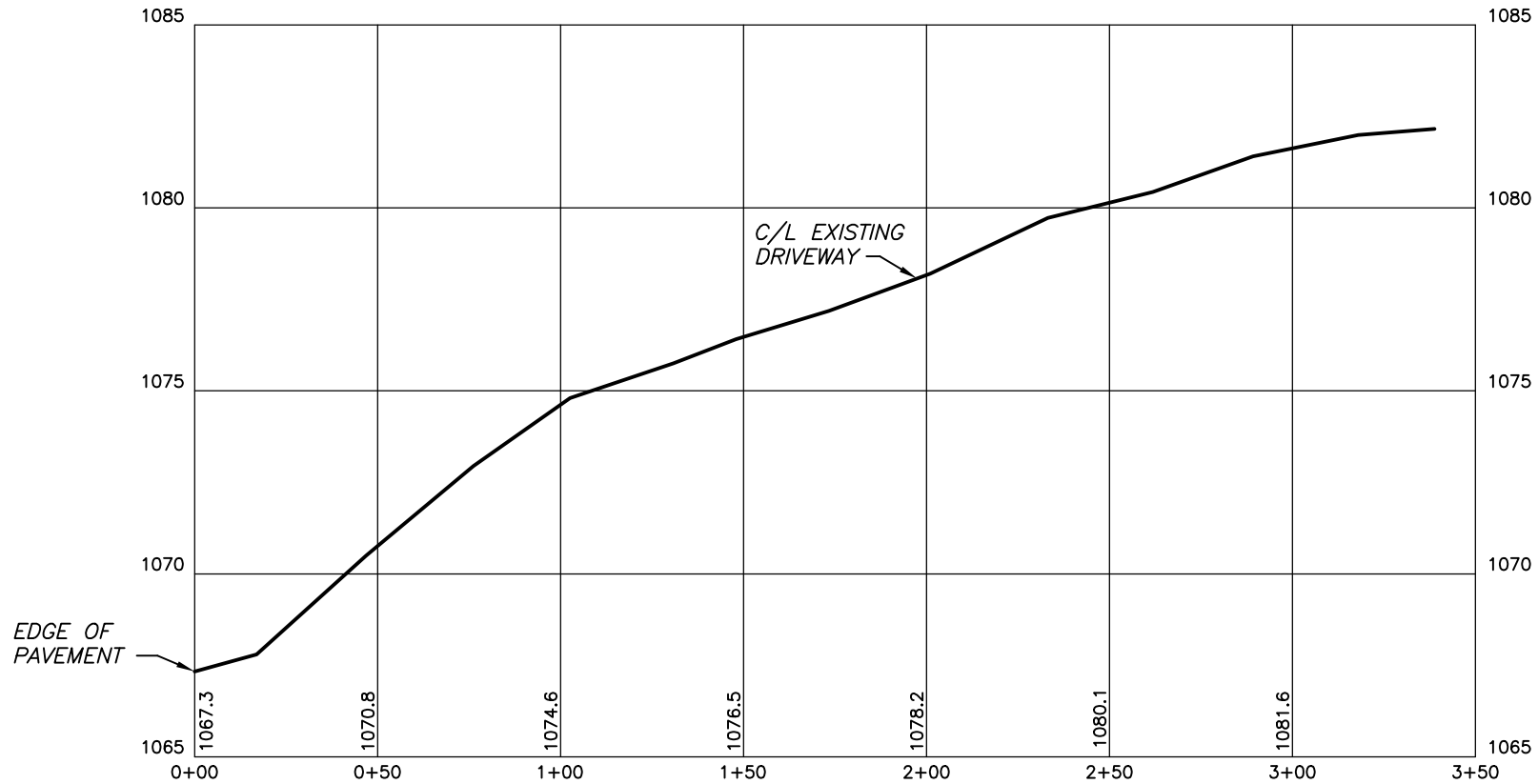
JOB NO. 19162
POINTS 19162
DRWG. 19162_2
DRAWN BY MST

KLITZKE CONTOUR MAP



CONTOUR INTERVAL = 2' TALARCZYK LAND SURVEYS LLC

KLITZKE DRIVEWAY PROFILE



HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'



517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczyksurveys.com



December 15, 2022

Members of the Town Plan Commission
Town of New Glarus
26 Fifth Avenue
New Glarus, WI 53574

Re: Klitzke Preliminary CSM Review

Dear Chair Narveson and Plan Commission Members:

I am writing to convey my review comments of the Preliminary CSM and supporting materials submitted by Bob Talarczyk on behalf of Ed Klitzke. The Applicants are seeking a 3-lot cluster division. The lots would be accessed using frontage along Legler Valley Road. One shared driveway and single individual driveway are proposed to provide access to the 3 lots.

An initial concept of this division was presented in June of 2020 along with the profile of the proposed joint access drive. No action was taken on the prior submittal.

Available Splits and Development Potential

A graphic depicting the original parcel at date of ordinance is attached for your reference. As indicated on the split computation sheet (also attached) there were several splits from the original parcel that were completed pre-ordinance. In addition, CSM 3648 created two new large lot divisions and added 13.36 acres to a pre-ordinance split. There was also a neighbor exchange between Klitzke and Hayes that did not affect the acreage of either parcel. Current land records indicate the remaining parcels are approximately 241.3 acres. Accounting for the open space requirements of the two previous large lot land divisions, subtracting out the pre-ordinance splits from the original farm acreage, and considering the homestead as a large lot division, there are approximately 180.3 acres remaining for development.

The proposed 3 lot cluster development is a viable development option for the remaining parcel acreage. The three lots are proposed on 15.66 acres and include three 2-acre building envelopes. The lands outside of the building envelopes are identified as Open Space, however, 24.34 acres of Open Space are still required on the remaining lands.

Comments Regarding Conformance with Town Ordinances

§110-7 Land Suitability

The Additional Considerations (paragraph C.) stated in this section should be addressed by the Applicant. Specifically, a screening for areas with endangered species or resources should be completed as well as a screening for potential archaeological sites. This information is publicly available and can be obtained upon request from the Wisconsin Department of Natural Resources and Wisconsin Historical Society. Information regarding

potential historic or natural resource concerns can be provided to the Town Engineer and Town Clerk electronically.

The soil information available from the USDA Soil Survey website indicates that the soils on the site are primarily New Glarus Silt Loams which have a 'very limited' for use as septic tank absorption fields (USDA Web Soil Survey). The primary limiting factor for this soil is the depth to bedrock, and slow water movement through the soil medium. In consideration of these limitations, it would be prudent to require the Applicant to identify appropriate septic system locations based on percolation tests or provide a note on the CSM alerting potential lot owners that shallow bedrock conditions may not allow the installation of conventional waste disposal systems as approved by DSPS.

§110-9 Hillside Protection

The slope of the hillside proposed for the proposed lots varies with some sections that approach a 20% grade. Using the contours on the Contour Map provided, we estimate the slopes in the middle of lots 2 and 3 to be between 16.3% and 18.7% slope. While the requirements on slopes greater than 20% in this section do not apply, these slopes will cause difficulty for the individual lots to create driveway slopes that meet the requirements of Chapter 36 - Driveways. We recommend that the Town require all the lots to submit site plans including a driveway plan for review and approval prior to issuing a building permit.

Given some of the past difficulties the Town has had with individual lot owners constructing driveways to Town Ordinance requirements, I would recommend that the Town require a refundable deposit from each driveway constructed as part of this development. The deposit (\$3,000) would be returned upon the lot owner providing the Town with an as-built plan (sealed by an engineer or surveyor) of the completed driveway showing that it meets all requirements of Chapter 36. It would be further advisable that the Town withhold issuing an Occupancy Permit until after the as-built driveway plan is completed.

§110-18 Technical Requirements for Certified Survey Maps

In general, the Applicant has provided a CSM that provides the information required by this section of the Town Ordinance. Beyond the addition of notes clarifying the previously mentioned items (see attached recommendation for motion), no further information is required.

§110-35 Normal and Cluster Density

As noted above, the proposed development will require approximately 24.34 acres of open space outside of the Open Space noted on each lot. This open space has not been identified. In addition, CSM 3648 created a deficit of 28.84 acres of Open Space. Therefore, we recommend the Applicant provide a deed restriction identifying the location of the 53.18 acres of Open Space that are required to satisfy the current CSM and CSM 3648. The open space requirement for the homestead can be determined at the time a future division is proposed.

Next Steps toward Approval

Following discussion by the Plan Commission on the contents of this review letter, the Plan Commission should recommend action by the Town Board on the CSM. I have provided a draft motion for the Plan Commission to consider recommending Conditional Approval by the Town Board.

December 13, 2022

Page 3 of 3

Should you have any questions please feel free to contact me.

Sincerely,


Timothy L. Schleeper, PE

Enclosures

Cc: Bob Talarczyk, Talarczyk Land Surveys, LLC

M:\New Glarus, Town of\170068 Land Division Reviews\Task 14 - Klitzke\2022-11 Submittal\Review\2022-12-15 Klitzke CSM Ltr.docx

9/27/2007

**Split Computation- August Klitzke Jr.
Sect. 16 & 17 Town Of New Glarus
Green County, WI**

Splits= Exist. Parcel Acreage/35= 8.533
Round down to 8 potential splits

Split #	Existing Parcel-A.	Split Identity Acres Sold to	Date	Deficit Acres	CSM or parcel #	Remarks	Deed Restricted? Y/N
	298.6500						
1	35.00	2.00		33.00	126.0000	existing home	Y
2	35.00	20.34	10/16/2003	14.66	120.0210	CSM 3648, Lot 3	Y
3	35.00	20.82	10/16/2003	14.18	120.0200	CSM 3648, Lot 2	Y
4							
5							
6							
7						61.84 acres deed restricted	
						0.0 acres sold	
8						180.290 acres for development	
Excludes 120.1000, 120.0100, 120.2000, & 120.0200; established pre-Ordinance							
Excludes 126.0100 & 126.1000; established pre-Ordinance							
1998 reduces acreage of 120.0000 by .337 acres and 126.0000 by 2.510 acres, does not affect splits							
13.360 acres were sold to Larry Klitzke, presumably without a building site, to add to 120.0100							
		Total		Total			
		43.16		61.84			
Apparent neighbor exchange with Kathleen Hayes to west; total acreage remained the same							
Updated 12/13/2022							

Klitzke Preliminary CSM – POSSIBLE RECOMMENDATION TO THE TOWN BOARD

A possible motion to RECOMMEND CONDITIONAL APPROVAL of the Preliminary CSM for the Klitzke Property subject to the Applicant providing a CSM and documents addressing the following items:

1. The Applicant shall provide written confirmation to the Town Engineer that the proposed land division will not result in development of lands with archaeological, historical or natural resource interest (endangered species).
2. The Applicant shall add the following notes to the CSM:
 - a. "Lots within this land division may have areas of shallow depths to bedrock that preclude the installation of conventional waste disposal systems. All waste disposal systems shall be approved by the Wisconsin Department of Safety and Professional Services."
 - b. "Due to the topography of the lots within this land division, site plans for the construction of residential homes and driveways connecting to the public right-of-way shall be submitted (with surety) for approval to the Town of New Glarus prior to issuance of a building permit."
 - c. "All driveways shall be constructed and maintained to meet the requirements of Chapter 36 of the Town of New Glarus Ordinances. 'As-built' plans of the completed driveway shall be provided and sealed by a professional engineer or land surveyor stating that the driveway complies with Town Ordinance."
 - d. On the 'Building Envelopes' page of the CSM, add the following notes:
 - i. "All areas designated as "Open Space" shall be left undeveloped and free from residential, commercial or Industrial structures. Permitted uses of Open Space are agriculture, recreation, passive recreation use, and preservation of environmentally sensitive features."
 - ii. All buildings shall be limited to placement within the Building Envelopes shown. Additional building setbacks per the Green County Zoning Code shall also be met."
3. The Applicant shall provide a deed restriction and description for 53.18 acres of Open Space to satisfy the Open Space requirements of the proposed CSM and CSM 3648. The Deed Restriction shall be reviewed by the Town Engineer and recorded concurrently with the Final CSM by the Applicant.



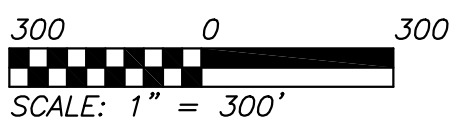
LEGLER & MYERS CONCEPT PLAN

LOT 1 = 20.78 ACRES

LOT 2 = 2.00 ACRES

LOT 3 = 2.76 ACRES

----- = 2 ACRE
BUILDING ENVELOPE



 **TALARCZYK**
LAND SURVEYS LLC

517 2nd Avenue
New Glarus, WI 53574
608-527-5216

www.talarczyksurveys.com



December 14, 2022

Mr. John Wright, Clerk
Town of New Glarus
26 Fifth Avenue
New Glarus, WI 53574

Re: Preliminary Development Potential Analysis – Legler & Myers Property (Eldon Hustad)
Town of New Glarus

Dear John:

I am writing to convey my opinions regarding the development potential of the Legler & Myers Property on Hustad Valley Road and initial considerations for access to the proposed lots. At the time of the Town's Land Use Plan, the property was owned by Eldon Hustad. It is now owned by Marion Hustad and is in the process of being purchased for potential development by Legler & Myers.

The development team has submitted a potential 3-lot cluster concept plan for Town review. The existing homestead would maintain access from Hustad Valley Road east of the Pioneer Road intersection. A new joint driveway easement is proposed to access two new lots. The Driveway would be connected to Hustad Valley Road across from the Butler property west of the Pioneer Road intersection.

Available Splits and Development Potential

A graphic depicting the original parcel at date of ordinance is attached for your reference. As indicated on the split computation sheet (also attached) a single split was used for CSM 4403 to sell 86.73 acres to Duane and Carolyn Sue Pope. Current Green County land records indicate the remaining parcel is 104.45 acres. This differs slightly from the Town's accounting split accounting by 0.69 acres (103.76 acres). However, this is not of consequence to the development potential of the property. Absent a survey of the entire property, we are assuming the Town's math is correct for this evaluation.

The proposed 3 lot cluster development is a viable development option for the remaining parcel acreage. The three lots are proposed on 25.54 acres and include three 2-acre building envelopes. One building envelope / lot includes the original homestead. Assuming all acreage outside of the 2-acre building envelopes will be restricted as Open Space, the proposed development would need to provide a deed restriction on 14.46 acres of the remaining lands to satisfy the Town Open Space requirements. This then leaves the potential for 1 large lot or 4 clustered lots on the remaining 68.76 acres.

Comments Regarding Layout of Development

A 66-foot-wide private access easement is proposed to give access to Lots 1 and 2 across the remnant acreage. The proposed location of the joint driveway where it connects to Hustad Valley Road generally aligns with an existing driveway to the south for the Butler Property. This location is acceptable, but we would recommend two conditions for the proposed location:

1. The centerline of the proposed driveway should intersect Hustad Valley Road directly across from the center of the existing driveway to the Butler Property.

December 15, 2022

Page 2 of 2

2. All trees within the public right-of-way be removed within 200 feet of the driveway entrance.

The joint portion of the access easement appears to be constructable to the Town driveway standards contained in Chapter 36 of the Town Ordinances. However, there are several steep portions within Lot 1 and Lot 2 that could be challenging. Building placement will be key to making the driveway meet Ordinance. Like what has been done on other developments, the Town may consider requiring a post-construction certification of the driveway grades prior to issuing an occupancy permit.

Should the owners wish to develop additional lots to the north of the proposed cluster, it may be difficult to provide access across Hustad Valley Creek. There is a floodplain to contend with and likely wetlands. Therefore, it would follow that access to the two new lots may at some point be used to provide access to the future development. Once the access road serves 5 lots the road would need to be constructed to Town Road standards. If this is contemplated, the applicant would be advised to construct the 'joint' portion of the proposed driveway to lines and grades consistent with Town Road standards (Chapter 75).

Should you have any questions please feel free to contact me.

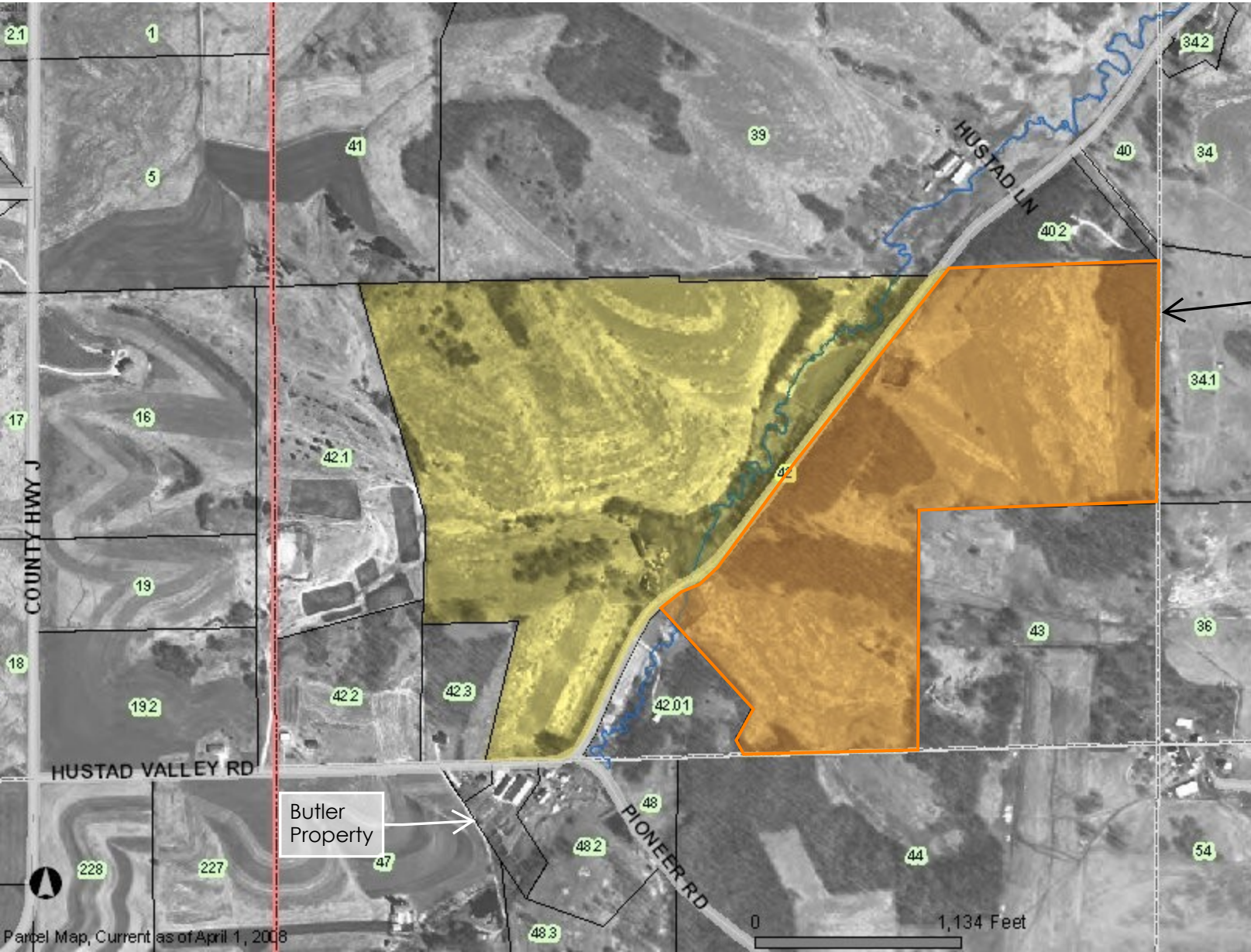
Sincerely,



Timothy L. Schleeper, PE

Enclosures

Eldon Hustad Lands at Date of Ordinance



CSM 4403
86.73 acres

Butler
Property

Parcel Map, Current as of April 1, 2008

1,134 Feet

9/10/2007

Split Computation- Eldon Hustad Sect. 6 Town Of New Glarus Green County, WI	# Splits= Exist. Parcel Acreage/35= 5.443 Round down to 5 potential splits
--	---

Split #	Existing Parcel-A.	Split Identity Acres	Sold to	Date	Deficit Acres	CSM or parcel #	Remarks	Deed Restricted? Y/N
1	190.490 35.00	2.00			33.00		existing home	
2	86.73	86.73		10/17/2008	0.00	4403	Duane and Carolyn Sue Pope; CSM 4403 divided into 2 Lots	
3								
4								
5								
							33.0 acres deed restricted	
							86.73 Acres sold	
							68.76 acres left for development	
Size of property in 1998 reduced to 189.450 acres Up to 7 potential lots if clustered to the maximum Excludes CSM 1469 & 2040, parcel 42.2000 (plat of survey), and parcel 42.1000 (metes and bounds); pre-Ordinance								
					Total			
					88.73			
					Total			
					33.00			
Updated 11.03.2022								



November 15, 2022

Members Town Plan Commission
Town of New Glarus
26 Fifth Avenue
New Glarus, WI 53574

Re: Comments for Allowance of Public Buildings in Deed-Restricted Open Space by Amending Chapter 110

Dear Chair Narveson and Plan Commission Members:

I am writing regarding your discussion of the subject item at the November 17, Plan Commission meeting. As you consider my comments, you may also want to consider along the goals of agenda item number 5. "...Requiring Conditional Use Permits to Build in Deed-Restricted Open Space."

In starting the discussion of Open Space, it is useful to consider the wording of the existing definition in Chapter 110-5 of the Town Ordinance:

OPEN SPACE

The 85% or more of the existing parcel (or 91% of the original parcel in a Large Lot Division) that remains undeveloped or free of residential, industrial or commercial structures. Permitted uses of open space are agriculture, recreation, passive recreation use, and preservation of environmentally sensitive features.

Of the words within this definition most have a common meaning except for "passive recreation use" which is also defined in this section:

PASSIVE RECREATION USE

Uses of open space to include but not limited to wildlife sanctuary, forest preserve, nature centers, trails, prairie areas and similar uses. (Hunting, birding, etc.)

Notable within these definitions are the following:

1. 'Agricultural' structures are not excluded from open space (it is inferred then that they are allowed).
2. 'Nature Centers' (presumably in the form of a building) are considered a passive recreational use that is allowed in open space.
3. Municipal or Public uses and structures are not defined in 110, nor mentioned within the open space uses or exclusions.

In navigating toward the position that a municipal or public building could be allowed in open space, I would infer from these definitions that a 'Nature Center' could be a public building that is accessed by staff and visitors in some fashion. Possibly with parking and restroom accommodation. However, as this example is part of the "Passive Recreational Use" definition, it may be difficult to infer that a municipal building or public works garage with considerably more traffic and activity would be an equivalent facility or how "passive" it could be considered.

The Plan Commission may wish to discuss if it is better to allow whole categories of buildings to be constructed in open space (agricultural and municipal for example) or to eliminate all buildings from open space without the express consent of the Town Board and issuance of a conditional use permit from the Town.

As we all know, the Town has had multiple difficult experiences with accessory buildings constructed on a property and the transformation of those structures into something not desired. State Statute 236.293 allows the Town (as part of the land division approval process) to place restrictions on the Plat (or CSM) for public benefit. The statute reads as follows:

236.293 Restrictions for public benefit. *Any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body or which names a public body or public utility as grantee, promisee or beneficiary, vests in the public body or public utility the right to enforce the restriction at law or in equity against anyone who has or acquires an interest in the land subject to the restriction. The restriction may be released or waived in writing by the public body or public utility having the right of enforcement.*

This statute allows the Town to require open space as a notation on the land division document and follow up with a recorded deed restriction which applies to all the lands that are part of the land division.

Therefore, should the Planning Commission in the future desire to recommend the Town Board refine Chapter 110 I would recommend discussion and considering the following:

1. Adding "Municipal Use" to the definitions within 110-5. This definition should clarify who may claim this use and what activities are included. Alternatively, "Public Use" could be defined if there is a desire to include uses from other entities such as the Village, County, or State.
2. Refine the "Open Space" definition to include (or exclude) specific public or municipal uses.
3. Exclude the construction of any permanent structure within lands designated as Open Space without express consent of the Town of New Glarus Board and Town issuance of a Conditional Use Permit authorizing the construction and maintenance of said structure.
4. As a part of any land division, require the land division applicant provide a draft deed restriction for review by the Plan Commission and Town Board. Upon approval of the land division, the deed restriction shall be filed by the applicant at the same time as the land division document (CSM or Plat) with copies of all documents provided to the Town Clerk.
5. Provide a written ordinance and process by which landowners can:
 - a. Amend cluster envelopes (while still meeting the requirements of a cluster); and
 - b. Apply for Town Conditional Use permits for Buildings in Open Space.

November 15, 2022

Page 3 of 3

These items are only listed as "discussion" on the November 17, 2022 agenda. Therefore, I don't believe any action can be taken to recommend these measures to the Town Board. However, should the Commission wish, the Clerk can convey the comments and general intentions of the Commission to the Town Board.

Should you have any questions I will attend the meeting virtually and can answer them at that time.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy L. Schleeper". The signature is fluid and cursive, with the first name "Timothy" being the most prominent.

Timothy L. Schleeper, PE

Enclosures

M:\New Glarus, Town of\Town Meetings\Plan Commission\2022-11-17\2022-11-17 Open Space.docx

Comprehensive Plan Implementation Report 2022

The current Town of New Glarus Comprehensive Plan states that the Plan should be reviewed annually with the budget process and capital improvement process. Another option presented is to have the Plan Commission monitor the Comprehensive Plan Implementation on a yearly schedule and have a report prepared to identify progress on the objectives. This report is being presented as an attempt to monitor our work during the past year and discuss our progress, not just on the Implementation Actions but on any other Plan Commission discussions that may need to be added or amended on the Plan.

The report lists the Implementation items as presented in the Comprehensive Plan. I have only included action items that show the Plan Commission as the lead for the particular topic. Below each item I have listed, by meeting date, any discussions of the Commission for that item. The short description of the discussion is there to help identify the topic if you wish to look up the actual meeting minutes. I picked the Implementation Action item that I thought was most appropriate. We can amend the Plan if we require a different action item or need to edit an existing one.

My main goal for this report is to start the discussion of the timeline for the next update of the Comprehensive Plan and identify any items that we want to include or amend. To kick off that discussion I have listed some topics we have discussed during this past year;

1. We confirmed that the sunset date for our Open Space requirement is 12/31/2025.
2. We also discussed that an update to the Comprehensive Plan should be completed in 2025.
3. There have been many discussions on what buildings are allowed in Open Space.
4. The next update to the Plan could include present and future use maps.
5. Do we need to make changes to our ordinances to accommodate ETZ and County zoning?

VISION STATEMENT

A vibrant, welcoming, rural and agricultural community that provides connections for its residents, visitors, and surrounding areas. A town that values its natural, social, and Swiss cultural environment by focusing on quality of life.

LOCAL ORDINANCES & REGULATIONS

The intent of local ordinances and regulations is to control land development within the Town. By carefully applying these local ordinances and regulations, the Town of New Glarus will be accomplishing goals and policies of the comprehensive plan.

Enforcement of these ordinances and regulations serve an important function by ensuring orderly growth and development. The Town of New Glarus will continue to use the Green County Zoning Ordinance as a primary tool of enforcement. Below is a list of all ordinances and regulations specific to the Town of New Glarus at the time of adoption of this comprehensive plan.

- Land Division and Subdivision
- Driveways
- Building Fees
- Building Permit Procedures
- Building Codes
- Fences
- Impact Fees

CONSISTENCY AMONG PLAN ELEMENTS

As required by Wisconsin State Statute 66.1001, all elements included in this plan are consistent with one another and no known conflicts exist. If there is a question regarding a decision that is not clearly conveyed in the details of this plan, then the decision should be based on the intent of the vision statement. All nine elements included in this plan work to achieve the desired future for the Town of New Glarus.

PLAN ADOPTION

The first official action required to implement the Town of New Glarus Comprehensive Plan is official adoption of the plan by the local Plan Commission. Once the local Plan Commission adopts the plan by resolution, the Town Board needs to adopt the comprehensive plan by ordinance as required by State Statute 66.1001. After the plan is adopted by ordinance, it then becomes the official tool for future development over the next 20 years. The plan is designed to guide development in a consistent manner.

PLAN AMENDMENTS

The Town Board can amend the Town of New Glarus Comprehensive Plan at any time. Amendments would be any changes to plan text or maps. Amendments may be necessary due to changes in Town policies, programs or services, as well as changes in state or federal laws. An amendment may also be needed due to unique proposals presented to the Town. Proposed amendments should be channeled through the local Plan Commission, and then final action should occur through the Town Board. However, amendments should be

done with extreme caution. Amendments should not be made simply to avoid local planning pressure.

PLAN UPDATES

As required by Wisconsin State Statutes, the comprehensive plan needs to be updated at least once every 10 years. An update is different from an amendment, as an update is a major revision of multiple plan sections, including maps. The plan was originally written based on variables that are ever changing, and future direction might be inaccurately predicted. A plan update should include public involvement as well as an official public hearing.

MEASURING PROGRESS

The following implementation actions are designed to be easily amended and updated as time passes for the Town.

The actions that have various time frames and have a significant impact on the Community are included in the Implementation Table, which provides policies and recommendations for each element, time frame, and responsible parties (Table 23). The time frame is classified as either short-term (0-4 years) or ongoing. Under responsible parties, there are three different letters to designate the primary responsibility. The letter L designates the lead committee tasked with ensuring the action is completed. The committee needs to make sure they communicate with others designated as coordinator (C) or support (S). Lead designation does not mean that the committee must do all the work, rather that they must delegate tasks and follow up on those tasks.

Accountable implementation ensures that responsibilities for carrying out the plan are clearly stated, along with metrics for evaluating progress in achieving desired outcomes. The most effective programs reach outside the local government to engage partners in the public, private, and nonprofit sectors in implementation.

Implementation Actions: 2 Housing

2.1. Impose impact fees on new development to mitigate the capital costs of new public facilities/services necessitated by development.

5/19/22 Review of updated Fee Schedule for Town of New Glarus.

2.2. Review new housing proposals and support those that meet the community housing needs and are consistent with the policies in the Comprehensive Plan.

1/20/22 Review Hoesly cluster proposal, parcel 0023.0000

1/20/22 Discussion on CSM requirements of neighbor exchange parcel 209.0120.

1/20/22 Discussion on shared access driveway to Lot 1 of CSM 3452.

1/20/22 Discussion on reconfiguration of building envelope on Lot3 CSM 4824.

3/17/22 Discuss development potential of Holmes property on Airport Rd.

4/21/22 Review of Preliminary Plat (Major) development of Christopher property on Farmers Grove rd.

4/21/22 Discussion on rounding up of acres used in development potential calculations.

5/19/22 Review concept plan of Holmes property on Airport rd.

5/19/22 Continued discussion on rounding adjustments in development potential calculations.

6/16/22 Discussion and action on use of rounding in development potential calculations.

7/21/22 Discussion on buildings allowed in open space.

8/18/22 Discussion and approval of Preliminary Plat (Major) of Holmes property.

8/18/22 Continued discussion of buildings allowed in open space.

8/18/22 Discussion on reconfiguration of Ed Klitzke CSM to a 3-Lot cluster.

8/18/22 Discussion on CSMs being recorded without town approval.

10/20/22 Minutes from 8/22/2006 Plan Commission on buildings allowed in open space presented. Discussion on issues related to county review procedures and possible town solutions.

10/20/22 Discussion on neighbor exchange between parcels within the ETZ.

11/17/22 Update on proposed draft of policies regarding rezones and conditional use permits.

11/17/22 Inquiry on possible neighbor exchange of land that was voluntarily deed restricted.

2.3. Continue to construct new homes according to building codes and ordinances.

7/21/22 Agreement to review building permits issued each year in December. Discussion of other topics related to building permits.

11/17/22 Review inquiries regarding zoning permits issued in restricted open space and building upgrades without building permits.

2.4. Draft ordinances that address which soils, slopes, and topography are not suitable for development.

5/21/22 Engineering report on Christopher Preliminary Plat on Farmers Grove Rd.

8/18/22 Discussion of contours/slopes mapping on Holmes property required for Final Plat review

Implementation Actions: 3 Transportation

3.4. New roads should be designed and located in such a manner as to encourage the maintenance and preservation of natural topography, land cover, agriculture, environmental corridors, significant landmarks and views and vistas.

8/18/22 Discussion of possible access off of Legler Valley rd. to school district property.

10/20/22 Discussion to include proposed roads in future use maps in update of Comprehensive Plan.

3.5. Developers shall be required to pay the cost of road improvements or construction, and all changes must meet local road or street standards.

1/20/22 Review parcel 0220.0000. Discussion on vision triangle of driveway access to CTH H.

4/21/22 Discussion on requirement and timelines for developments fee (ss 236.11) (NG Ord. 110.12)

Implementation Actions: 4 Agriculture, Natural, and Cultural

4.1. Facilitate opportunities for programs that educate local residents about the importance of agricultural policies and practices and explore ways to preserve agricultural land for farming.

4.2. Identify and put in place ordinances and programs that preserve quality of ground water resources.

7/21/22 Review of sunset date on open space requirement (12/31/25).

8/18/22 Review updated Comprehensive Outdoor Recreation Plan.

4.3. Identify environmentally sensitive areas, using data from the Green County Hydrological Study and use that data as a guide for consideration of new development.

9/22/22 Recommendation to town board to rezone Blue Bird Ridge Conservancy to Conservancy District.

4.4. Facilitate opportunities for programs that educate local residents on best practices for preserving natural resources.

4.5. Support partnerships with local clubs and organizations that in order to protect important cultural areas held in the common interest.

4.6. Facilitate opportunities that educate local residents about importance of cultural resources.

4.7. Update historical, cultural and archaeological sites information.

8/18/22 Noted addition of Swiss Shooting Park to Historical Sites.

Implementation Actions: 5 Utilities and Community Facilities

5.2. Review new development proposals and carefully examine their impact on the community.

3/17/22 Review request for variance for proposed dog kennel facility on CTH H.

3/17/22 Review of deed restrictions and covenants on Roger Arn development in ETZ.

3/17/22 Update on possible commercial use of Green County Hemp parcel on STH 69.

4/21/22 Report on documents prepared for Roger Arn development in ETZ.

5/19/22 Discuss gas main easement specifications for Holmes development.

5.6. Continue storm-water management to protect ground and drinking water supplies.

5/19/22 Discussion on engineering requirements for Arn development driveways.

6/16/22 Report on engineering requirements for Arn development.

5.8. Consider creating a special purpose district to perform specific tasks and oversight essential to the community, if a need for a special district such as utility or sanitary is identified.

11/17/22 Consider allowing of Public Buildings in Deed-restricted Open Space. Review of legal and consultant opinions on the subject of buildings in open space.

Implementation Actions: 6 Economic Development

6.1. Direct large-scale economic development projects to urban areas that require full range of utilities, services, roads and other infrastructure is available. When possible, locate new development adjacent to existing commercial or industrial developments.

8/18/22 Recommendation that the update to Comprehensive plan include possible future land uses and location of existing and planned resources.

11/17/22 Motion to continue development of future use maps in Comprehensive Plan update.

6.2. Encourage responsible agriculture and agriculture-related business as a major force in the community.

1/20/22 Review proposed amendments to title 4 Green County zoning.

6/16/22 Review proposed use of commercial zoned property on CTH O.

6.5. Designate land in the ETZ area for future commercial development.

6/16/22 Discussion on potential sites for commercial development (Dollar General Inquiry)

9/22/22 Report on current and county zoning districts in the town and procedures to rezone parcels to zoning districts that fit their current use. This includes county and ETZ zoning districts.

Implementation Actions: 8 Additional Strategies

8.1. Where and when appropriate, utilize county, state and federal programs or grants to pursue the strategies in this Comprehensive Plan.

8.2. The Plan Commission is to define heavy and light industrial uses for future development by working with the County Land Use and Zoning.

Date	Parcel ID	Permit #	Applicant/Owner	Description	Address	Sect. #	Value	Column1	Column2
12/08/21	206.1200	2300522-01	Chad Fahey	interior of dog facility	W5741 CTH H	27			
01/17/22	258.0600	2022-023	Abner & Melissa Castro	NSFD, garage, stoop, deck	W7492 CTH N	34	\$380,000.00		Should be N7492 CTH N
02/01/22	258.0600	2300522-02	no permit found	NSFD		34	\$380,000.00		
02/07/22	70.1000	2300522-03	Richard Miner	HVAC	N9008 CTH O	10	\$40,000.00		
02/16/22	18.0700	2022-064	Eric & Kristi Pulvermacher	30' X 40' storage shed	W5460 Sandrock Rd	2	\$23,000.00		
02/22/22	258.0400	2300522-04	Don & Jennifer Malaise	finish basement	N7498 CTH N	34	\$50,000.00		
02/25/22	246.6200	2022-080	Travis Ricker	720 SF garage	W6672 Farmer's Grove Rd	32	\$48,000.00		
02/28/22	73.0220	2022-086	Jeffrey Heil	garage/shed	W5470 Highland Dr	11	\$25,000.00		
03/10/22	112.0310	2300522-08	Todd Kuehl, BRV, LLC	2,770 SF addition	N8523 Klitzke Rd	15	\$100,000.00		
03/10/22	73.0220	2300522-05	Jeffrey Heil	garage/shed	W5470 Highland Dr	11	\$25,000.00		
03/11/22	238.0000	2022-106	Jodi Vogel/Thomas Kleckner	NSFD, garage, stoop, deck	W7199 Farmers Grove Rd	31	\$500,000.00		
03/14/22	78.1000	2022-110	Howard & Susan Cosgrove	Restore barn	N9099 Argue Rd	12	\$200,000.00		
03/16/22	72.9100	2300522-06	Andy Bingham	solar panels	N9143 Old Madison Rd	11	\$23,069.00		
03/18/22	58.3200	2022-118	Jake Blumer & Hallie Wientraub	NSFD	Blue Vista Ln	9	\$421,000.00		
03/22/22	112.0310	DIS-032211891	Todd Kuehl, BRV, LLC	13,671 SF addition	N8523 Klitzke Rd	15			
03/30/22	73.0370	2300522-09	Don & Sue Rees	tankless water heater	W5304 Highland Dr	12	\$3,500.00		
04/04/22	260.1100	2022-141	Susan Crum	9' X 18' animal housing	N7467 CTH N	34	\$4,000.00		
04/04/22	4.0000	2022-142	Diana & James Donahue	14' X 32' storage shed	N9688 STH 69	1	\$2,000.00		
04/04/22	4.0000	2022-143	Diana & James Donahue	Storage shed	N9688 STH 69	1	\$500.00		
04/06/22	94.1000	2300522-11	Andy Elkins	replace deck	W5260 CTH W	14			
04/07/22	246.6200	2300522-10	Travis Ricker	720 SF garage addition	W6672 Farmer's Grove Rd	32	\$45,000.00		
04/11/22	58.0017	2022-156	Mike Piche	detached garage	N8892 Blue Vista Ln	9	\$150,000.00		
04/25/22	58.0017	2300522-12	Mike Piche	detached garage, 2 story	N8892 Blue Vista Ln	9	\$150,000.00		
05/03/22	152.0100	2022-204	Sara&Doug Evanson	NSFD, garage, stoop	N8129 Marty Rd	21	\$450,000.00		
05/11/22	72.2300	2022-197	Gerald & Deborah Briscoe	12' X 20' storage building	N9271 Old Madison Rd	11	\$6,000.00		
05/11/22	54.0440	2022-218	Michale & Scot Zywicki	garage	W6874 Titus Ln	8	\$80,000.00		
05/12/22	192.1100	2300522-13	Frank Grenzow	HVAC	W5723 CTH H	26			
05/12/22	44.0220	2022-228	Robert Walters	42' X 56' storage shed	N9224 Crawford Ln	7	\$130,000.00		
05/13/22	44.0160	2022-230	Raven & Russel Dobitz	32' X 48' animal shed	N9241 Crawford Ln	7	\$79,000.00		
05/17/22	229.1100	2022-232	John & Stephanie Anderson	NSFD	N8163 Zentner Rd	19	\$400,000.00		
05/17/22	229.1100	2022-233	John & Stephanie Anderson	30' X 48' storage w/porch	N8163 Zentner Rd	19	\$200,000.00		
05/19/22	78.1000	2300522-15	Howard & Susan Cosgrove	Restore barn	N9099 Argue Rd	12	\$200,000.00		
05/23/22	16.0300	2300522-16	Brenda and Rich Johnson	Deck	W5572 Spring Valley Rd	2	\$12,000.00		
05/16/22	58.3200	2300522-14	Jake Blumer & Hallie Wientraub	NSFD	Blue Vista Ln	9	\$421,000.00		
05/24/22	44.0220	2300522-17	Robert Walters	Detached garage	N9230 Crawford Ln	6,7			
06/02/22	152.0100	2300522-18	Sara & Doug Evanson	NSFD, garage, stoop	N8129 Marty Rd	21	\$450,000.00		
06/02/22	238.2020	2022-263	Jeff & Corinne Ness	12' X 18' chicken coop	W7046 Farmers Grove Rd	31	\$2,700.00		
06/03/22	16.0300	2022-264	Richard & Brenda Johnson	14' X 18' deck	W5572 Spring Valley Rd	2	\$11,000.00		
06/07/22	246.0400	2022-268	Mark Jackson	10' X 16' animal stall	N7525 Olstad Ln	32	\$400.00		
06/07/22	71.0250	2022-269	Larry & Jen Jackson	Addition, 4 season	W5327 Windmill Ridge Rd	11	\$127,000.00		
06/08/22	229.1100	2300522-19	John Anderson	NSFD	N8163 Zentner Rd	19	\$500,000.00		
06/09/22	229.1100	2300522-20	John Anderson	Detached shed, ceramic studio, bathroom?	N8163 Zentner Rd	19	\$250,000.00		
06/16/22	54.0440	2300522-21	Scot Johnson & Michael Zywicki	38' X 28' 3 bay garage	W6874 Titus Ln	8	\$80,000.00		
06/23/22	112.0310	2300522-22	BRV, LLC	addition, electrical and plumbing	N8523 Klitzke Rd	15			
06/24/22	260.0200	2300522-23	Cheryl Hammer	HVAC	N7402 High Prairie Lane	34	\$4,338.00		
06/24/22	152.0310	2300522-24	Dana & Erika Doll	solar panels	N8152 Marty Road	21	\$51,208.00		
06/24/22	189.3600	2300522-25	Patrick Zaffino & Jamie Doeseckle	solar panels	N7965 Valley View Road	26	\$25,861.00		
06/16/22	71.0250	2300522-26	Larry & Jen Jackson	Addition, 4 season	W5327 Windmill Ridge Rd	11	\$127,000.00		
06/28/22	73.0210	2300522-27	Luke Olson	Remodel for 1/2 bath and entry	W5484 Highland Drive	11			

07/01/22	189.2500	2022-326	Jason & Kristin Campell	Enclose 2 porches, R&R deck	N7867 Valley View Road	26	\$35,000.00
07/01/22	189.2500	2022-327	Jason & Kristin Campell	4' X 20' decking	N7867 Valley View Road	26	\$10,000.00
07/07/22	189.2500	2300522-28	Jason & Kristin Campell	Enclose 2 porches, R&R deck	N7867 Valley View Road	26	\$45,000.00
06/27/22	16.1200	2022-310	Scott & Kyra Matkovich	16' X 20' greenhouse	W5504 Timber Lane	2	\$55,000.00
07/07/22	99.3000	2300522-29	Ron Bircher	Remove/replace LP water heater	N8799 CTH O	14	\$500.00
07/07/22	154.0100	2300522-30	Dave Longenecker	Remove/replace LP water heater	W6387 Legler Valley Road	21	\$3,620.00
07/07/22	152.1000	2300522-31	Diane Roska	Remove/replace electric water heater	W6174 Legler Valley Road	21	\$1,220.00
07/07/22	246.5000	2022-328	Dave Lenz	13' X 32' greenhouse	W6832 Farmers Grove Road	32	
07/08/22	129.3330	2022-331	James Roberts Trust/Robert Hallett	Built home transported to site, garage, stoop	N8604 Zentner Road	18	\$25,000.00
07/12/22	209.0160	2022-339	A&A Kesich Trust	24' X 40' steel storage garage	W6024 Meadow Valley Road	27	\$42,000.00
07/13/22	209.0160	2300522-32	A&A Kesich Trust	24' X 40' steel storage garage	W6024 Meadow Valley Road	27	\$43,000.00
07/19/22	16.1200	2300522-33	Scott & Kyra Matkovich	16' X 20' greenhouse w electrical/plumbing	W5504 Timber Lane	2	\$55,000.00
07/28/22	44.0160	2300522-34	Russel Dobitz	32' X 48' animal shed	N9241 Crawford Ln	7	\$75,000.00
07/29/22	152.0310	2022-364	Dana & Erika Doll	16' X 45' fiberglass swimming pool	N8152 Marty Road	21	\$111,000.00
08/02/22	187.0000	2022-371	Eric Solberg	28' X 28' garage addition	N7798 Valley View Road	25	\$90,000.00
08/11/22	187.0000	2300522-35	Eric Solberg	28' X 28' garage addition	N7798 Valley View Road	25	\$90,000.00
08/23/22	220.0000	2022-404	Casey Niederwerfer	12' X 20' garage	W6494 CTH H	28	\$5,000.00
08/25/22	110.1500	2300522-36	Keith Rockett	NSFD	Durst Road, Lot 4 CSM 5474	15	\$460,000.00
10/13/22	69.1800	2022-496	Gary L Lubben Revocable Trust	11.3' X 32' storage building	W5958 Pioneer Road	10	
11/07/22	59.0000	2022-526	Troy Pauli	27' X 21' steel storage bin, 22' high (silo?)	W6304 Pioneer Road	9	\$30,000.00
11/07/22	59.0000	2022-526	Troy Pauli	32' X 90' animal housing shed	W6542 Pioneer Road	9	\$80,000.00
11/08/22	44.0200	2022-527	Robert Walters	10' X 20' storage shed	N9224 Crawford Ln	7	\$12,000.00 outside of building envelope
11/15/22	150.1000	2022-532	Nathan Ramsay & Anne Ballmann	28' X 24' storage garage with upper storage	W6114 Legler Valley Road	21	\$49,000.00
11/17/22	220.0000	2300522-41	Casey Niederwerfer	200 Amp service for shed	W6494 CTH H	28	
11/17/22	237.1100	2300522-42	James Rackow	Remove/replace water heater	W6894 Farmers Grove Road	31	\$1,200.00
Estimated cost of projects							\$3,111,316.00

2021 Net New Construction (not equalized)

\$ 2,732,000.00

Parcel number	Owner Last	Owner First	Address 1	Address 2	Address 3	Description
1.4000	Campbell	Jason	W4962 Schneider Lane	W4960 Schneider Lane	W4964 Schneider Lane	Parcel renumbered, 2 houses, 1 charge, 3 addresses
15.1000	Boczkiwicz	Julianna	N9558 STH 69	N9562 STH 69		Two houses on same parcel, one set of carts; referred to GCZ for review
	Swiss Valley					Commercial building omitted from valuation; referred to Associated
28.0000	Orchard		N9641 CTH O			Appraisal
44.0160	Dobitz	Raven/Russel	N9241 Crawford Lane			No charges for 2020 pay 2021, 2021 pay 2022, current
54.0410	K5 Farms LLC		W6876 Titus Lane			Parcel split, prior charges omitted 2021 pay 2022, only one charge for 2020 pay 2021
54.0440	Johnson	Scot Robert	W6874 Titus Lane			Parcel split, prior charges omitted 2021 pay 2022, only one charge for 2020 pay 2021
56.0000	Klassy	Daniel/Margaret	W6708 Klassy Road	W6701 Klassy Road		Two houses on same parcel, one set of carts; referred to GCZ for review
58.3200	Blumer	Jacob	W6171 Pioneer Road	N9087 Blue Vista Ln		GCZ has not revoked shed fire #, shed issued carts without residence, occupancy status?
62.2000	Titus	Diane	W6359 Klassy Road	W6367 Klassy Road		Referred property record to GCZ and Associated ; possible residence above detached garage
	K Investments					GCZ wants rezoned commercial, Town may require home to be razed if shed rezoned
71.0100	LLC		N9266 STH 69			NSFD, emailed Scott Jelle w/occupancy status, permit issued 11/29/2021, no carts issued
71.0180	Stampfli	Ellen	W5420 Windmill Ridge Rd			
73.7000	Bright	Brenda/Kim	N9043 Old Madison Road			Possible second residence above garage; referred to GCZ for review
91.0000	Duerst	Nita/Todd	W4970 Kubly Road	W4966 Kubly Road	W4962 Kubly Rd	Three houses on same parcel, one set of carts; referred to GCZ for review
111.4000	Disch	Larry/Linda	W5844 Durst Road	W5840 Durst Road		Two houses on same parcel, new parcel number, add charges back, charge for two in past years?
115.0200	Anderson	Donna Living Trust	W5822 Kristy Lane	W5824 Kristy Lane		Duplex; paying for only one set of carts, were issued second set end of 2020 without paying
118.0000	Reis	Reginald/Christine	W6498 STH 39			One fire damaged house, 2 POWTS, 1 set of carts; GCZ reply that 2nd POWTS for outbuilding. Cottage?
120.0500	Klitzke	Derek	W6375 STH 39			Parcel renumbered, add fee back, paid previous years

129.3330 Roberts	James Rev. Trust	N8604 Zentner Road	No residence, but have been paying for T/R services; cattle shed, no POWTS charge, well
152.0100 Evanson	Douglas/Sara	N8129 Marty Road	NSFD permit issued 6.02.2022; contacted Scott Jelle about anticipated occupancy
159.0100 Foster	Joan	W6090 Legler Valley Road	Manufactured home with POWTS charge, but no T/R charge; no carts delivered
New Glarus 189.5100 Brewing		N8065 Valley View Road	Home removed in 2018, T/R charge removed, POWTS charge remains
192.2000 Candinas	Markus	W5719 CTH H	Cottage on property with POWTS charge; no indication of occupancy
209.0160 Kesich	A&A Trust	W6024 Meadow Valley Road	Parcel renumbered after neighbor exchange; have not paid for T/R 2021 pay 2022, add charge back
229.1000 Steinich	Robert/Kristin	N8161 Zentner Road	One residence, one CUP for horse operation, 2 POWTS charges, 1 T/R charge; no action required
229.1100 Anderson	John/Stefanie	N8163 Zentner Road	Application for NSFD and ceramics studio with bathroom; no occupancy yet
238.0000 Kleckner	Thomas	W7198 Farmers Grove Road	Driveway permit issued in 2020, zoning permit issued in 2022; building permit? Cluster lot detached w/o being homestead
245.1000 Thomas	Family Jt Rev Trust		GCZ now requesting fire number; possible residence; owner says is trophy house; leave T/R charge
251.0000 Rudd	Revoable Trust	W6355 Meadow Valley Road	One house, one restored schoolhouse; GCZ says schoolhouse has single bedroom; GCZ says grandfathered
258.0600 Castro	Abner/Melissa	N7492 CTH N	NSFD permit issued; owners requesting occupancy/carts; charge added
261.0000 Legler	Harold/Joan	N7422 CTH N	One house, one trailer on same parcel; one set of carts, two drives; GCZ considers grandfathered



December 6, 2022

Chris Narveson, Chair
Town of New Glarus
26 5th Avenue
New Glarus, WI 53574

Re: Agreement for Professional Services
Hayes Property (Pertzborn-Kratz Farm) Services

Dear Chris:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Professional Services to the 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 Town is in the process of purchasing the Hayes Property (Pertzborn-Kratz Farm) on STH 39 and requires a boundary survey to confirm the property extents. See attached Exhibit A. In addition, Client desires a Phase 1 Environmental Site Assessment be completed.

II. SCOPE OF SERVICES

A. General

Consultant shall complete research and perform field work to locate existing property corners and set new property corners as appropriate to establish the property boundary. Following completion of the property boundary survey, Consultant shall file a Plat of Survey document with the Green County Surveyors office.

B. Specific Services Provided by Consultant

- 1. Boundary Survey (Survey):** A Survey shall be performed. The Survey shall be based on the descriptions provided in the title work provided by the Client. Said Survey shall be completed according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Easements and other encumbrances as referenced in title work provided by the Client shall be depicted to the extent feasible. Consultant shall research available surveys of record to aid in the preparation of the Survey. Said survey shall be filed with the County surveyor.
- 2. Phase I Environmental Site Assessment:** Consultant shall complete a Phase I Environmental Site Assessment (Phase I ESA) in general accordance with ASTM Standard E1527-21: *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* for the subject property. The purpose of

completing a Phase I ESA is to identify known recognized environmental conditions. The term "*recognized environmental condition*" means:

- a. the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment;
- b. the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or
- c. the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

The term *recognized environmental condition* is not intended to include identification of a *de minimis condition*. A *de minimis condition* generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. The Phase I ESA shall at a minimum consist of the following:

- Review of User (Client) provided Activities and Uses Limitations (AULs) and Environmental Liens searches results
- Review of Physical Setting Resources including:
 - USGS Topographic Maps
 - Soil Survey Maps
 - USGS and/or State Geological Survey – Groundwater Maps, Bedrock Geology Maps, and Surficial Geology Maps (if deemed necessary by Environmental Professional)
- Review of Government Environmental Records
- Review of Historical Records including:
 - Aerial Photographs
 - Fire Insurance Maps
 - Local Street Directories
 - Topographic Maps
- Site Reconnaissance
- Owner/Occupant/Key Site Manager/Local Government Officials Interviews
- Preparation of a Phase I ESA report

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

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

Inspection or testing for items such as:

- Asbestos
- Mold
- Paint containing lead
- Radon
- Water Quality
- Urea Formaldehyde
- Soil Quality

Searches of land title records or judicial records for environmental liens or Activities and Use Limitations (UALs)

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, a copy of the current Title Commitment including supporting documents shall be provided by the Client. In addition the following information is needed to complete the ESA portion of the work:

- o Client's reason for Phase I ESA
- o Client's Lender Contact Information
- o Contact Information for Phase I ESA Users
- o Completed Property Owner Questionnaire
- o Completed User Questionnaire
- o Completed Key Site Manager Questionnaire
- o Activities and Uses Limitations (AULs) and Environmental Liens Search Results

V. SCHEDULE

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

<u>Activity</u>	<u>Date</u>
1. Authorization to Proceed -----	December 7, 2022
2. Field Work -----	December 14 – 31, 2022
3. Preliminary Phase I ESA Report -----	December 20, 2022
4. Plat of Survey Document for Town Review / Filing -----	January 2023
5. Final Phase I ESA Report -----	January 2023

VI. SCHEDULE OF DELIVERABLES

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

- A. Legal Description of the property (Word format)
- B. PDF copy of the Plat of Survey document filed with the County Surveyor (CAD File if requested)
- C. An electronic PDF copy of the Phase I ESA Report

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 Tim Schleeper, Project Leader. He, 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 him.

The Client designates Chris Narveson 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

The Fixed Fees to provide the scope of services described herein is as follows:

1. Phase I ESA	\$6,700
2. Phase I ESA	<u>\$3,700</u>
Total	\$10,400

This fee assumes 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.

Reimbursable expenses are included in the above stated fees. Where sub-consultants are required, a 10% administrative charge has been included.

X. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 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,



Timothy L. Schleeper, PE
Project Leader

Enclosures: General Terms and Conditions
Exhibit A – Project Area Map

AUTHORIZATION TO PROCEED

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

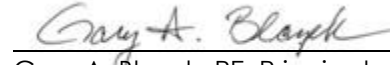
Client

Chris Narveson, Chair
Town of New Glarus
26 5th Avenue
New Glarus, WI 53574

December 6, 2022

Date

Consultant



Gary A. Blazek, PE, Principal
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, Wisconsin 53717

December 6, 2022

Date

© Vierbicher Associates, Inc.

Legend

 Project Area

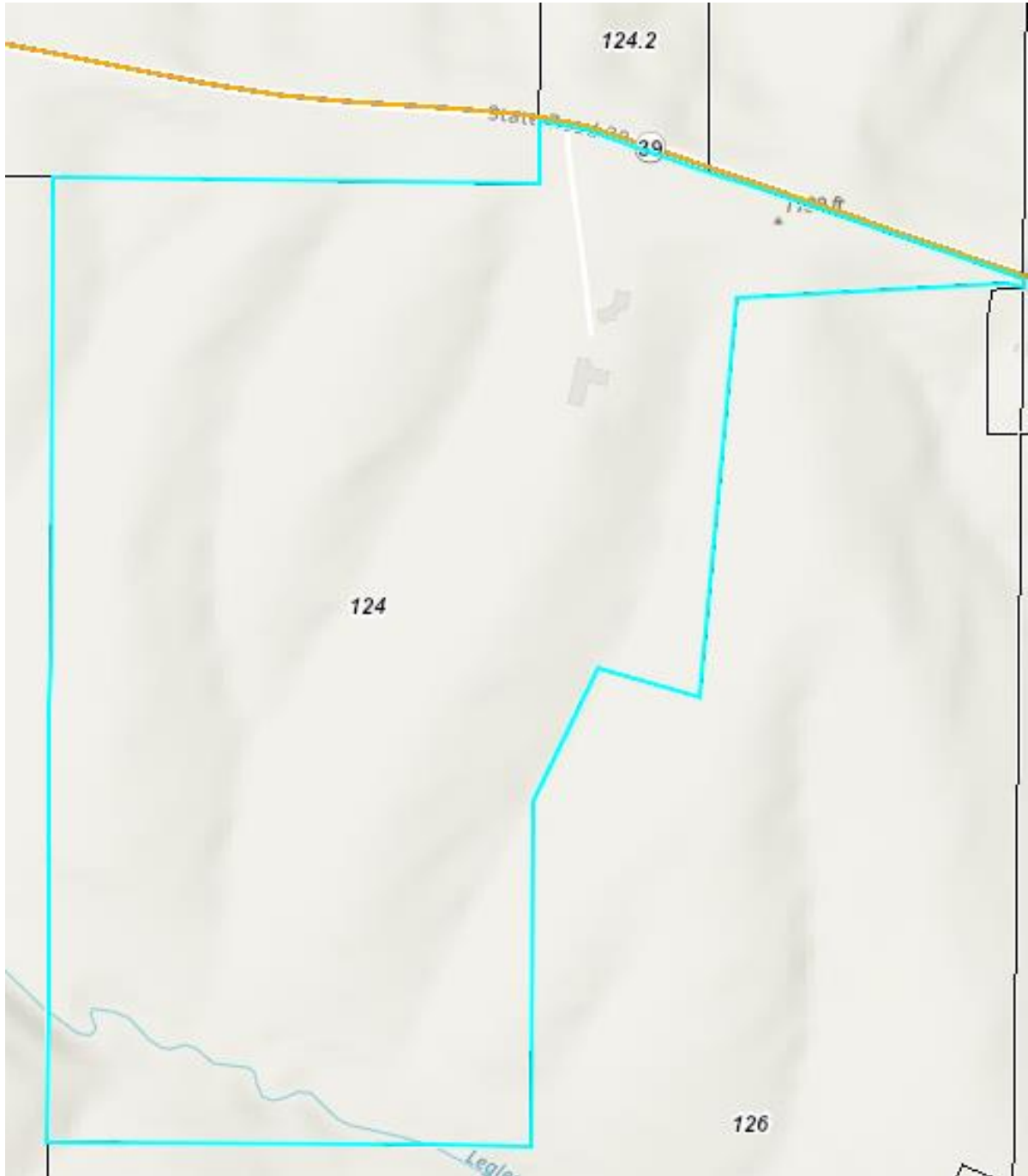


Exhibit A - Hayes Property (Pertzborn-Kratz)

Town of New Glarus
December 5, 2022

vierbicher
planners | engineers | advisors



**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, geotechnical investigations, 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). 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, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor 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 as defined in this Agreement.
- J. 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. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to 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 Client 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 subject to the "Controlling Laws" section of these General Terms and Conditions located below.

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

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

A. Definitions:

- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
- 2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- 3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- C. 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 (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. 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. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. 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.

13. 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.

14. 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.

15. 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 warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. 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.

17. 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 or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. 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.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. 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.

22. 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.

23. Force Majeure/Project Schedule

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. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. 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.

25. 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.

26. 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.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties 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. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying 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.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.