

TOWN OF NEW GLARUS
REGULAR TOWN BOARD MEETING
JULY 12, 2023, 6:00 PM
AGENDA

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

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

VIRTUALLY: <https://us06web.zoom.us/j/89005715868?pwd=bG82ajBSYUJkQWttL3V0Rm5yMDgxZDZ09>

Meeting ID: 890 0571 5868

Passcode: 045144

Phone: 312 626 6799

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

1. Call to Order
2. Confirm Proof of Posting
3. Approve Minutes
 - a) Regular Town Board Meeting on June 14, 2023
 - b) Special Town Board Meeting on July 6, 2023
4. Public Comments
5. Discuss and Possibly Amend the 2023 Budget by Resolution
6. Update on 2023 Road Maintenance
7. Discuss and Possibly Approve Class “B” Temporary Malt Beverage License and Temporary Soda License for the New Glarus Mannerchor for Volksfest to be held on Sunday, August 6, 2023
8. Discuss and Possibly Approve an Ordinance to Codify the Town of New Glarus Parks Commission as Prepared by Attorney Hazelbaker
9. Discuss and Possibly Approve Refund of Driveway Escrow to John Anderson, Zentner Road
10. Patrolman Report
11. Clerk-Treasurer Report
 - a) Liquor license reporting submitted to the Wisconsin Department of Revenue
 - b) Updated Code of Ordinances
 - c) Correspondence with Associated Appraisal re: contract renewal
 - d) Approval and payment of bills
 - e) Presentation of 2022 Financial Statements with Independent Auditor’s Report
12. Chairman Report
 - a) Letters issued by Weed Commissioner
 - b) Consideration and possible approval of New Glarus Road Race, August 5, 2023
 - c) Closing on sale of 11.5 acres and buildings at W6599 STH 39, July 7, 2023
13. Parks Commission
 - a) June 21, 2023 minutes
 - b) Presentation of 2022 amended budget
 - c) Request to transfer unused 2022 Parks Budget to sinking fund(s) by Resolution 230712
 - d) Request extension for Recreational Trails Program grant for CTH NN, amend scope of grant, or request that the grant agreement be cancelled on or before July 15, 2023
14. Plan Commission
 - a) June 15, 2023 minutes
 - b) Possible public hearings for 3-lot cluster division for Corey Pope, Hustad Valley Road and 1-lot subdivision of open space for Green County Highway Department, STH 39 on August 9, 2023
15. Adjourn

Posted 07/06/2023

New Glarus Town Hall

Chris Narveson, Chair

Revised and reposted 07/07/2023

New Glarus Maintenance Building

New Glarus Post Office

<https://townofnewglarus.com/>

John Wright, Clerk-Treasurer

**REGULAR TOWN BOARD MEETING
WEDNESDAY, JUNE 14, 2023
MINUTES**

Town Board Attending: Chris Narveson (Chair), Troy Pauli, and Robert Elkins

Board Members Absent: Matt Streiff (excused) and Jim Hoesly (excused)

Also Attending: John Wright: Clerk-Treasurer; Todd Kuehl: agent for Bailey's Run Winery and Vineyard (departed at 6:13 PM)

1. **Call to Order** – Chair Narveson called the meeting to order at 6:00 PM.
2. **Confirm Proof of Posting** – Clerk-Treasurer Wright attested to the proper proof of posting.
3. **Approve Minutes from:**
 - a) Public Hearing (Hauser) – Motion to approve the May 10, 2023 Public Hearing minutes was made by Supervisor Pauli; seconded by Supervisor Elkins. Motion carried 3-0.
 - b) Public Hearing (Town of New Glarus) – Motion to approve the May 10, 2023 Public Hearing minutes was made by Supervisor Pauli; seconded by Supervisor Elkins. Motion carried 3-0.
 - c) Regular Town Meeting – Motion to approve the May 10, 2023 regular Town Board meeting minutes was made by Supervisor Elkins; seconded by Supervisor Pauli. Motion carried 3-0.
 - d) Special Town Meeting – Motion to approve the May 22, 2023 special Town Board meeting minutes (closed session and bill approvals) was made by Supervisor Elkins; seconded by Supervisor Elkins. Motion carried 3-0.
 - e) Board of Review – Motion to approve the May 25, 2023 Board of Review meeting minutes was made by Supervisor Elkins; seconded by Supervisor Pauli. Motion carried 3-0.
 - f) Special Town Meeting – Motion to approve the May 26, 2023 special Town Board meeting minutes (closed session) was made by Supervisor Pauli; seconded by Supervisor Elkins. Motion carried 3-0.
4. **Public Comments** – Chair Narveson stated he was approached by real estate broker Joel Hedeman about whether the party with an Offer to Purchase for the property located at W6599 STH 39 could have permission to move some items into the garage. After a brief discussion, the Chair was instructed to respond that the Town's contracted attorney has advised against; without objection.
5. **Review and Possibly Approve Renewal Alcohol Beverage Licenses for BRV, LLC, Todd Kuehl Agent (Class "B" Retail Fermented Malt Beverage and "Class B" Retail Winery)** – Agent Kuehl stated that the Wisconsin Department of Revenue approved his Manufacturer Permit on June 8, 2023. Consequently, Kuehl forfeited the "Class B" Retail Winery license back to the Town as it is no longer needed and will not need to be renewed. Chair Narveson asked that a directional arrow be added to signage when it is updated to Whiskey Run. Kuehl asked whether he is allowed to paint a logo on the side of his building and two new silos (for fire protection). The Board directed Kuehl to consult with the Village of New Glarus who has extraterritorial zoning jurisdiction for the site that may regulate signs on buildings. There was brief discussion of the need to reseed a small area of the shoulder along Klitzke near the intersection with State Highway 39. Kuehl noted that when he was a winery, the Winery Association formed a cooperative that allowed for distribution. Now that Bailey's is a distillery, that option is no longer available, so Kuehl will need to find a distributor. Although he is allowed by State Statutes to extend the hours of operation, it is Kuehl's intention to continue to operate the same hours as before except when hosting a special event.

A motion to approve the renewal of the Class "B" retail malt beverage license to be served within the areas defined in the application and associated map was made by Supervisor Pauli; seconded by Supervisor Elkins. Motion carried 3-0.
6. **Review and Possibly Approve Operator's Licenses for Krista Kasten, Peggy Blumer, Christina Murray, Casey Gunser, and Stacy Gmur** – Clerk-Treasurer Wright reported that Chief Sturdevant conducted a background check on all applicants and recommends the approval of all five applications for renewal.

A motion to approve the renewal of Operator Licenses for Krista Kasten, Peggy Blumer, Christina Murray, Casey Gunser, and Stacy Gmur was made by Supervisor Pauli; seconded by Supervisor Elkins. Motion carried 3-0.

7. **Review and Possibly Refund Driveway Escrows to Ballman/Ramsay, Terasa, Kaiser, and Gorman** – Clerk-Treasurer Wright reported that the Town Chair had reviewed each location for damage to the public access and conformance with the Town driveway standards. All three are recommended to have their escrow refunded.

A motion to approve the refund of driveway damage escrow to Anne Ballman/ Nathan Ramsay, Matt/Jennifer Terasa, Matt Kaiser, and Dan Gorman was made by Supervisor Pauli; seconded by Supervisor Elkins. Motion carried 3-0.

8. **Road Maintenance**

- a) Results of requests for bids performed by Vierbicher – Chair Narveson reviewed the results of the bid opening performed by Vierbicher on June 1, 2023. Fahrner Asphalt Sealers submitted the only bid. Scott Construction did not bid since they could not split the work with other contractors. The bid provided by Fahrner included a double chip seal of Kempfer Lane. The total bid amount was \$266,945. The 2023 budget provides \$150,000 for maintenance with an additional \$20,000 that can be applied from capital sinking fund accounts. There followed a brief discussion regarding Kempfer Lane, what had been discussed at the Annual Town Meeting, and what possible future plans may be in store for residential development of the Alice Bertelrud property that is served by this access. Kempfer Lane is currently a gravel road with some paved surface near to the intersection with County Road NN. Depending on development plans by Bertelrud, some of Kempfer Lane will likely be discontinued by the Town with individual future lots served by private driveways. There followed a discussion about possibly shifting funds from Kempfer Lane to extend the HMA overlay for Ashley Lane for the entire length. Board members then reviewed the estimate for work proposed by Green County Highway Department and possible adjustments to keep the cost within the \$170,000 target cost for 2023.

A motion to approve up to \$170,000 for Green County Highway Department to maintain the following:

Klassy Road	Pioneer Road to terminus
Ashley Lane	Legler Valley Road to terminus
Primrose Center Road	County Highway O to Town line
Dahlk Road	County Highway H to cul-de-sac terminus
Zentner Road	Seal Change to County Highway H
Farmers Grove Road	Town line to beyond Freitag Lane
Durst Road	State Highway 39 to the Village of NG limits
Old Madison Road	State Highway 69 to County Highway O
Spray Injection Patching	Various Roads
Kempfer Lane	County Highway NN to terminus

was made by Supervisor Elkins; seconded by Supervisor Pauli. Motion carried 3-0.

9. **Patrolman Report** – Chair Narveson reported that the Patrolman has been mowing area roads. Additional soil has been added along Durst Road. Jeff Voegeli Landscaping will likely reseed the area.

10. **Clerk-Treasurer Report**

- a) Receipt of Wisconsin DNR recycling grant – Clerk-Treasurer Wright reported the Town was notified on May 25, 2023 that the Town will receive \$1,002.14.
- b) Approval and payment of bills
Motion to approve checks 21163 through 21191, deposits, and ACH transactions was made by Supervisor Pauli; seconded by Supervisor Elkins. Motion carried 3-0. Checks 21161 and 21162 had previously been approved by the Board at the special meeting held on May 22, 2023.
- c) 2023 Municipal Assessment Report – Clerk-Treasurer Wright reviewed the report and the likely Net New Construction amount that will allow the 2024 Levy Limit to be increased. The final equalized value for the Town will not be known until later in the year, so the increase to the levy cannot be calculated until then.

11. **Chairman Report** – There was a brief discussion of ongoing maintenance costs for the house located at W6599 State Highway 39 that included replacement of the furnace, replacement of knob and tube wiring, septic pumping, mold remediation, and plastering. Chair Narveson provided an update on the ongoing

negotiations between the Village of New Glarus and the Swiss Reformed Church regarding the planned abandonment with Village control within five years. The Village will allow the church to maintain for the next five years without affecting the future takeover by the Village within five years.

12. Parks Commission

- a) May 17, 2023 minutes
- b) Reappoint Mona Sue French to Parks Commission effective July 1, 2023 for a term to expire June 30, 2030.

A motion to reappoint Mona Sue French to the Parks Commission for another 7-year term was made by Supervisor Pauli; seconded by Supervisor Elkins. Motion carried 3-0.

13. Plan Commission

- a) May 18, 2023 minutes – Chair Narveson discussed a possible 3-Lot cluster division of land along Hustad Valley Road, a possible 4-Lot cluster division of land along State Highway 39 that potentially includes a future Green County Highway shop within part of the surrounding open space.

14. Adjourn – Motion to adjourn made by Supervisor Elkins; second by Supervisor Pauli. Meeting adjourned at 7:37 PM.

Approved:

John Wright, Clerk-Treasurer

Town of New Glarus
SPECIAL TOWN OF NEW GLARUS BOARD MEETING
THURSDAY, JUNE 6, 2023
MINUTES

New Glarus Town Board Attending: Chris Narveson (Chair), Jim Hoesly, Matt Streiff, and Robert Elkins

Absent: Troy Pauli

Also Attending: John Wright: Clerk-Treasurer

1. **Call to Order and Confirm Proof of Posting** – Chair Narveson called the meeting to order at 2:05 PM. Clerk-Treasurer Wright attested to proper proof of posting.
2. **Discussion with Possible Action to Adopt Resolution 20230706 to Authorize the Town Chair to Sign Closing Papers Related to the Sale of Property Based upon an Accepted Offer to Purchase for Lot 1 of CSM 5601 containing 11.5 Acres and Buildings Contained Within** – Chair Narveson stated that the closing is scheduled on Friday, June 7, 2023 at Ekum Title & Abstract in Monroe at 1:00 PM. Ekum will provide the Town Chair with a check to deposit. Real estate broker Joel Hedeman had a final reading conducted for the remaining propane in the tank; it will be added to line 581 of the Offer to Purchase for the buyers to pay. The updated wiring in parts of the house has been completed and the plaster work is nearly complete. There followed a brief discussion regarding the final rent check from Joseph Hartwig. Chair Narveson reported that Hartwig decided to vacate the property at the end of May when electrical work began. Without objection, the Town will not cash the final rent check.

Motion to approve Resolution 20230706 to authorize the Town Chair to sign closing papers on behalf of the Town of New Glarus to sell 11.5 acres of land and buildings located at W6599 State Highway 39 was made by Supervisor Hoesly; seconded by Supervisor Elkins. Roll call vote: Hoesly: aye; Elkins: aye; Streiff: aye; Pauli: absent; and Narveson: aye. Motion carried 4-0 with one supervisor not in attendance.

Without objection, Wright will scan the signed, approved resolution and email to Janice Raymond at Ekum Title & Abstract after adjournment.

3. **Adjourn** – A motion to adjourn was made by Supervisor Hoesly; seconded by Supervisor Streiff. The meeting adjourned at 2:13 PM.

Approved:

John Wright, Clerk-Treasurer

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 06/20/2023

Town Village City of New Glarus

County of Green

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 08/06/2023 and ending 08/06/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- Bona fide Club Church Lodge/Society
 Veteran's Organization Fair Association or Agricultural Society
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name New Glarus Mannerchor

(b) Address _____
(Street) Town Village City

(c) Date organized 01/01/1928

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President John Wright, 418 6th Ave, New Glarus, WI 53574

Vice President Kelly Ruschman, N7484 County Highway N, New Glarus, WI 53574

Secretary George Albright, 132 Valle Tell Drive, New Glarus, WI 53574

Treasurer Damion Babler, 212 Warren St., Albany, WI 53502

(g) Name and address of manager or person in charge of affair: Amy Dofer, 22 14th Ave, Apt 10
New Glarus, WI 53574

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number N8745 CTH O, New Glarus, WI 53574

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes, a barn.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: The entire parcel, including the single story barn.

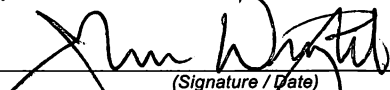
3. Name of Event

(a) List name of the event Volksfest

(b) Dates of event 08/06/2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer 
(Signature / Date)

New Glarus Mannerchor
(Name of Organization)

Date Filed with Clerk 06/20/2023

Date Reported to Council or Board 07/12/2023

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:
Class "B" (Beer):
 - a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
 - b. At least 15 days prior to the granting of the license for events lasting 4 or more days."Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.
- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)

Town of New Glarus
P.O. Box 448
26 5th Avenue
New Glarus, WI 53574-0448
Phone 608/527-2390 ~ Fax 608/527-3390

License # SW 152

\$10.00

**APPLICATION OF LICENSE TO
SELL SODA WATER BEVERAGES**

I here by apply for a license to sell at the premises described below, in the Town of New Glarus, during a special event beginning 08/06/2023 and ending 08/06/2023, (unless sooner revoked) soda water beverages to be consumed on or off the premises, subject to the limitations imposed by Section 66.0433 (1) of the Wisconsin Statutes and acts amendatory hereof and supplementary there to, and hereby agree to comply with all laws, resolutions, ordinances and regulations affecting the sale of such beverages if a license be granted me.

1. ORGANIZATION

(Check appropriate box) Bona fide Club, Church, Veteran's Organization, Fair Association

- (a) Name New Glarus Mannerchor
(b) Address _____
(c) Date organized January 1, 1928
(d) If corporation, give date of incorporation _____
(e) Names and addresses of all officers:

President John Wright, 418 6th Avenue, New Glarus, WI 53574
Vice President Kelly Ruschman, N7484 County Highway N, New Glarus, WI 53574
Secretary George Albright, 132 Valle Tell Drive, New Glarus, WI 53574
Treasurer Damion Babler, 212 Warren Street, Albany, WI 53502

- (f) Name and phone number of manager or person in charge of affair: Amy Doefer, 22 14th Avenue
New Glarus, WI 53574

2. LOCATION OF PREMISES WHERE SODA WILL BE SOLD:

- (a) Street number N8745 CTH O, New Glarus, WI 53574
(b) Lot _____ Block _____
(c) Do premises occupy all or part of building? Yes, the Shooting Barn
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: The first floor and basement

3. NAME OF EVENT:

- (a) List name of the event Volksfest
(b) Dates of event August 6, 2023

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

New Glarus Mannerchor
Name of Organization
John Wright
Officer

June 20, 2023
Date Filed with Town of New Glarus Clerk
John Wright
Clerk-Treasurer

License No. 152

ORDINANCE CODIFYING THE TOWN PARK COMMISSION

WHEREAS, a recent discussion concerning an issue with the membership of the Town's Park Commission revealed that there is no codified ordinance creating the Park Commission;

WHEREAS, the following ordinance has been prepared to place the provisions concerning the structure of the Park Commission in the Town's Code of Ordinances;

NOW, THEREFORE, the Town Board of Supervisors of the Town of New Glarus does hereby Ordain as follows:

ARTICLE ONE. CHAPTER 204 of the Town Code of Ordinances is created to read:

CHAPTER 204. TOWN COMMISSIONS AND BOARDS.

200-1 Park Commission

200-2 Plan Commission [Placeholder]

220-1 Park Commission.

- A. Composition. The Park Commission shall consist of seven 7 citizen members appointed by the Chairperson and confirmed by the Town Board. Additionally, the Chairperson shall appoint an alternate member to act in place of any member who is absent or precluded from participating in a matter by reason of conflict of interest or otherwise. In addition, 1 Supervisor annually selected by majority vote of the Town Board shall be an ex officio liaison member.
- B. Each Commission member shall hold such office for a term of 7 years, said terms to end June 30 in the year of expiration.
- C. Compensation; Oaths. Commission members shall receive such compensation as shall be determined by the Town Board from time to time. Members shall take an official oath prescribed by Wis. Stat. § 19.01, to be filed with the Town Clerk.
- D. Organization of Commission. The Commission shall annual in July elect a member as Chair and another member as secretary. The secretary shall be responsible for taking minutes.
- E. Procedure. 4 members shall constitute a quorum. The Chair, or acting Chair, shall be included in determining a quorum. Action shall be by a majority of those present and voting. The Commission may adopt rules of procedure for governing the conduct of its meetings.
- F. Record. The Park Commission shall keep a written record of its proceedings to include all actions taken, a copy of which shall be filed with the Town Clerk. 4 members shall constitute a quorum, but all actions shall require the affirmative approval of a majority of the members of the Commission in attendance once a quorum is present.

- G. Duties. The Park Commission shall have all the powers conferred by law upon park and recreation commissions and shall be chargeable with all the duties so required, such as recommend, oversee work and oversee funds of all parks, playgrounds and recreational activities as part of properties within the Town. The Park Commission is specifically empowered and directed, under the oversight of the Town Board, to do the following:
- (1) With authorization of the Town Board, manage, improve and care for all public parks located within, or partly within and partly without, the limits of the Town and secure the quiet, orderly and suitable use and enjoyment thereof by the people; also to adopt rules and regulations to promote these purposes.
 - (2) To recommend to the Town Board acquisition the name of the Town for park purposes by gift, purchase, devise, bequest or condemnation, either absolutely or in trust, money, real or personal property, or any incorporeal right or privilege, provided gifts to the Town of money or other property, real or personal, either absolutely or in trust, for park purposes shall be accepted only after they have been recommended by the Commission to the Town Board.
 - (3) To recommend to the Town Board sale or exchange of property no longer required for park purposes
 - (4) To have the powers necessary and convenient for the effective and efficient management, supervision and operation of the Town parks and recreation program, subject to budgetary approval by the Town Board.
 - (5) To establish rules and regulations, including user fees as approved by the Town Board and desirable for the proper use, care and operation of parks, park facilities, recreation programs and other activities under their control, provided however that such rules and regulations do not conflict with the laws of the State of Wisconsin or this Code of Ordinances.
 - (6) Such other and further duties as may be necessary for the proper carrying out of the purposes of said Commission.
 - (7) Public Recreation Program. The Park Commission shall review the Town's recreational needs and shall advise the Town Board on the public recreation program of the Town, including:
 - (i) Establishing park rules and program policies.
 - (ii) Cooperating with public school activities.
 - (iii) Cooperating with any private recreational activities.
 - (iv) Approving schedules of activities in Town parks.
 - (8) Finance.
 - (i) Budget. The Park Commission shall assist in preparing an annual budget for submission to the Town Board, which budget shall reflect the Commission's recommendations as to maintenance or acquisition of Town parks, open spaces, park and related facilities, recreation programs and equipment, summer or seasonal employees, etc. Said annual budget request shall contain

estimates as to revenues to be derived from recreation programs or activities as well as estimated expenditures for operating the parks and recreation system.

- (ii) Deposits. All revenues and income from the operation of park and recreation programs shall be deposited with the Town Treasurer as general revenue of the Town.
- (iii) (iii) Monetary Contributions. All moneys donated to the Town specifically for park or recreation use shall be deposited Town accounts as a nonlapsing fund or reserve for such specific use.

**TOWN OF NEW GLARUS
Green County, Wisconsin**

APPLICATION FOR DRIVEWAY CONSTRUCTION PERMIT

TO THE TOWN BOARD: The undersigned hereby applies for a permit to (construct or rework) a driveway in the Town of New Glarus, Green County, Wisconsin.

Name of Property Owner: John Anderson
Address of New Driveway: Zentner road, shared access w/ N 8161 Zentner
Name of Applicant: John Anderson Phone Number of Applicant: 630.546.4638
Date of Application: 3/9/22 Contractor: Neal Lockman/THURS DESIGN
Date culvert will be installed not needed per R.R.
Date six inches of aggregate rock will be laid down _____
Date final application of two inches of gravel will be done _____
Date erosion control will be finished _____

Signature John Anderson Date 3/9/22
(Owner, Agent, Contractor)
Inspection Fee \$ \$ 500.00 chk 4356 Security Deposit: \$ 500.00 chk 4355
Date of Receipt of Fee: 3/09/2022 Received By: John Wright

A Construction Permit/Driveway Access Permit, will be granted for the above driveway provided the construction plan conforms to the New Glarus Driveway Permit Ordinance. A driveway construction plan and erosion control plan must be presented to the Patrol Superintendent. A non-refundable Five Hundred Dollar (\$500) Inspection Fee and a refundable Five Hundred Dollar (\$500) security deposit must be posted before a permit will be issued.

Plan conforms with Town of New Glarus Driveway Ordinance: Ronald P. Rosen
(Patrolman)

Results of Inspection:
X Driveway plan and completion dates are in accordance with ordinance approved by Town Board.
_____ Driveway is not acceptable
_____ Owner will make required improvements by _____
_____ Owner is unwilling to correct defects.

Signature Chris Hansen Date 6-14-2023
(Patrolman)
Signature _____ Date _____
(Town Clerk)

Occupancy granted
6/12/23 Date Deposit Returned _____

CoMuni Code	Muni Type	TOWN
23024	County	GREEN
	Municipality	TOWN OF NEW GLARUS

Clerk Information

Name	JOHN WRIGHT	Work Phone	608-527-2390
Street Address	PO BOX 448	Other Phone	
City	NEW GLARUS	Zip Code	53574
Fax Number	608-527-3390		
Email Address	CLERK@TOWNOFNEWGLARUS.COM		

No Licenses this year

By checking the Update All, all the License Expiration Date will be updated to June 30 of the next year.

Update All Expiration Dates to June 30, 2024

License Location

Legal Name	<input type="text" value="BRV, LLC"/>	<input type="checkbox"/> Deactivate. No longer in business.			
Agent Name	<input type="text" value="TODD KUEHL"/>				
Business Name	<input type="text" value="BAILEY'S RUN VINEYARD"/>				
Location Address	City	Zip	State	County	
<input type="text" value="N8523 KLITZKE RD"/>	<input type="text" value="NEW GLARUS"/>	<input type="text" value="53574"/>	<input type="text" value="WI"/>	<input type="text" value="GREEN"/>	
<input type="checkbox"/> Exempt			Type of License(s)		
Valid Seller's Permit Number	License Expiration Date		<input type="checkbox"/> AB <input type="checkbox"/> AC <input type="checkbox"/> AL		
<input type="text" value="456-1029683101-02"/>	<input type="text" value="06/30/2024"/>		<input checked="" type="checkbox"/> BB <input type="checkbox"/> BL <input type="checkbox"/> BW		
			<input type="checkbox"/> CW		

Preparer Information

Name	John M Wright	Title	Clerk-Treasurer
Email	clerk@townofnewglaruswi.gov	Phone	608-527-2390

Signature Statement

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with the statement above?

YES NO

Comments

Submission Information

You successfully submitted your form. Save and/or print a copy for your records.

Co-muni code: 23024

Submission date: 06-19-2023 11:02 AM

Confirmation: AT82720230658O1687190503449

Submission type: ORIGINAL



June 23, 2023

c/o John Wright, Clerk/Treasurer
Town of New Glarus
P.O. Box 448
New Glarus, WI 53574

RE: Assessment Services Contract

Dear Municipal Officials,

The purpose of this letter is to provide notice of non-renewal of our existing contract for assessment services. We will provide you with a new contract proposal by July 31, 2023 for your review and consideration.

We are currently updating our pricing structure to reflect increased business costs. However, we are making every effort to minimize price increases for our valued clients.

Associated Appraisal greatly appreciates your continued business and support through this time of growth and change. We are committed to providing you and your taxpayers with the quality of assessment work and customer service that you expect and deserve.

We look forward to the opportunity to continue our positive working relationship in 2024 and beyond.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark Brown', is written over a horizontal line.

Mark Brown
President

RECEIVED JUN 27 REC'D

Ekum Title LLC
ALTA Universal ID: 003103
113 W. 8th Street
Monroe, WI 53566

File No./Escrow No.: 1123050013
 Print Date & Time: July 07, 2023 8:16 am
 Officer/Escrow Officer: Janice Raymond
 Settlement Location: 113 W. 8th Street
 Monroe, WI 53566
 Property Address: W6599 State Road 39
 New Glarus, WI 53574
 Borrower: Ashley Haffner and Richard Haffner
 WI
 Seller: Town of New Glarus
 WI
 Lender: First National Bank and Trust Company
 Settlement Date : July 07, 2023
 Disbursement Date : July 07, 2023

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Financial		
		Lender Credits from First National Bank and Trust Company		100.00
	595,000.00	Sale Price of Property	595,000.00	
		Deposit		6,250.00
		Loan Amount		464,000.00
1,500.00		Seller Credit		1,500.00
		Prorations/Adjustments		
	254.85	LP Proration 150 gal X 1.699/gal	254.85	
3,753.09		City/Town Taxes Proration 20.07/per day X 187 days		3,753.09
		Loan Charges to First National Bank and Trust Company		
		0.875% of Loan Amount (Points)	4,060.00	
		Document Preparation Fee	375.00	
		Underwriting Fee	250.00	
		Wire Transfer Fee	27.50	

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Loan Charges to First National Bank and Trust Company (continued)		
		Appraisal Fee \$450.00 paid outside closing by Borrower		25.00
		Credit Report Fee	108.65	
		Flood Certification Fee	11.10	
		Tax Service Fee	65.00	
		Completion Certificate/Repairs	100.00	
		Flood Monitoring Fee	2.00	
		Prepaid Interest First National Bank and Trust Company	1,867.12	
		Impounds		
		Property Taxes to First National Bank and Trust Company 9.000 Months at \$666.41/month	5,997.69	
		Title Charges and Escrow/Settlement Charges		
		Closing Fee to Ekum Title LLC	375.00	
		Lender's Title Insurance to Ekum Title LLC Coverage: \$464,000.00 Premium: \$425.00 Version: ALTA Loan Policy (6/17/06)	425.00	
150.00		GAP Endorsement to Ekum Title LLC		
150.00		Deed Preparation to Atty. Perry J. Armstrong		
25.00		Special Assessment Search/Sale to Ekum Title LLC		
		Overnight Mail Fee - Lender Docs to Ekum Title LLC	35.00	
200.00		Seller Closing Fee to Ekum Title LLC		
1,675.00		Owner's Title Insurance to Ekum Title LLC Coverage: \$595,000.00 Premium: \$1,675.00 Version: ALTA Owner's Policy (6/17/06)		
		Commissions		
8,425.00		Real Estate Commission - Listing Agent FWHG to First Weber Hedeman Group	0.00	
12,850.00		Real Estate Commission - Selling Agent to First Weber Hedeman Group	0.00	
8,425.00		Real Estate Commission - Listing Agent C21 to Century 21 Advantage Real Estate		
		Government Recording and Transfer Charges		
		Recording Fees to Green County Register of	60.00	

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Government Recording and Transfer Charges (continued)		
		Deeds		
1,785.00		WI Transfer Tax to Green County Register of Deeds		
		Miscellaneous		
		Homeowner's Insurance Premium to Erie Insurance Company	1,898.00	
Seller			Borrower	
Debit	Credit		Debit	Credit
38,938.09	595,254.85	Subtotals	610,911.91	475,628.09
		Due from Borrower		135,283.82
556,316.76		Due to Seller		
595,254.85	595,254.85	Totals	610,911.91	610,911.91

PARKS COMMISSION MEETING

Wednesday, June 21, 2023

Minutes

Attending: Chair Harry Pulliam, Kelly Ruschman, Mona Sue French, Mark Pernitz, Chris Narveson, Rose Pertzborn, and Jason Neton (arrived at 6:07 PM)

Absent: Dana Emmerton (excused)

Also Attending: John Wright (departed at 6:07 PM): Clerk Treasurer and Shahnaz Shahidain: Village of New Glarus resident

1. **Call to Order:** Meeting was called to order by Chair Pulliam at 6:12 PM.
2. **Proof of Posting:** Clerk-Treasurer Wright attested to proper proof of posting.
3. **Approve Minutes**
 - a. April 5, 2023, Special Meeting – Clerk-Treasurer Wright printed the framework he had prepared for these minutes to those members in attendance.
 - b. May 17, 2023 Regular Meeting – Motion to approve the minutes was made by Commissioner French; seconded by Commissioner Pernitz. Motion carried 6-0.
4. **Public Comments** – Shahidain inquired about a timeframe for planting fruit trees and raspberry bushes. There was a discussion of possible timeframes depending upon: whether our grant application is approved; harvesting of current crops; construction of site infrastructure; and preparation of a site plan for the park. Pertzborn will talk to Elliott Buol about his use of herbicides and soil tests.
5. **Discuss Progress on Establishment of Friends Group for Town Park** – Pertzborn reported that the group hasn't had a chance to meet yet. They will try to meet before next month's meeting. Pertzborn will talk to Vijay Limaye about a graduate student to help with the site planning. Neton will talk to Matt Wallrath about a recommendation for a planner. Narveson reported that there are some people from the Village interested in participating in the Friends group.
6. **Discuss Offer from Matt Stelter to Walk Town Park with Parks Commission** – Pulliam reported that Matt Stelter is willing to do this. Narveson suggested that we wait until the crops are out. Pulliam to create a list of people to invite, including the following: Town Board and Town Plan Commission members; Village Board and Parks members; School District personnel and teachers; soil sisters; and Dan Ziegler.

Narveson reported that the sale of the farmette is scheduled to close in mid-July. Net proceeds should be in the area of \$550,000. Funds will be used for site infrastructure work to be done this fall and for the construction of the town garage. Any funds from the grant application will be used for these purposes also.
7. **Review Farmette Survey and Insurance for Park** – Materials were included in the meeting packet. No discussion.
8. **Action to Adopt the 2022 Budget Retroactively and Recommend to the Town Board a Transfer of Unused 2022 Parks Commission Budgetary Funds to Sinking Fund Checking Account**

Motion by Narveson to add \$4,162 to the Town Park/Town Trail Sinking Fund in the 2022 Parks Budget, bringing that item to \$8,662 and the total Parks Budget to \$15,000; this

would result in a budget balance (surplus) of \$10,185 (\$6,023 + 4,162); seconded by Pernitz. Motion approved.

Motion by Narveson to recommend to the Town Board the transfer of the 2022 Parks Budget Balance (surplus) of \$10,185 to the Town Park/Town Trail Sinking fund; seconded by Pernitz. Motion approved.

9. **Continue Discussion for Name of Park** – Further discussion and possible action was deferred to a future meeting, without objection.
10. **Plan Fall Workshops and Events**
 - a. Pollinator Workshop at Hidden Knoll with Micah Kloppenburg of Xerces Society (Early Evening on a Weekday, Week of August 21, 2023) – Pulliam reported that Micah Kloppenburg is available to do a Pollinator workshop the week of August 21, 2023.
 - b. Invasives Removal Talk and Workday at Town Park with Matt Wallrath (10 AM - 1 PM, Saturday, August 26, 2023; Shovels & Loppers Needed) – Matt Wallrath is available to do an Invasives Removal workshop at the Town Park on August 26, 2023. A discussion took place about having the pollinator workshop at Blue Bird Conservancy. Narveson recommended scheduling the Invasives Removal workshop after the crops are out.
 - c. Seed Collecting Workshop (at Hidden Knoll or Another Area Prairie?) with Matt Sheaffer of Taylor Creek Nursery (on a weekend after Labor Day) – Pulliam reported that Matt Sheaffer is willing to do a seed collecting workshop sometime after Labor Day. A discussion took place about scheduling the seed collecting and pollinator workshops, and the walking tour in a timeframe such that a single flyer/newspaper insert could be used to publicize those events as well as the fall eCycle event scheduled for Saturday October 14, 2023. Pulliam will check on scheduling options with the speakers and we will continue the discussion next month.
 - d. Walk the Park with Local Supporters
 - e. Fall eCycle Event (Saturday, Oct. 14, 2023)
 - f. Fall Tree Sale
 - g. Bow Hunting Workshop with Ian Munnoch – Pulliam reported that Ian Munnoch offered to do a bow hunting workshop. Our fall schedule is full and we will discuss this next year.
 - h. Geocaching – Pulliam reported that he has not had a response from the potential speaker he contacted regarding a geocaching workshop.
11. **Plan Outreach to Community**
 - a. Recommendations for workshops – Neton renewed his recommendation that the town create a listserv to publicize events. He will look into how to set this up.
 - b. Scouts, 4-H, High School students
12. **Update on Suggested Modifications to Ordinance Codifying Parks Commission, Including Reference to Deposits into Town Parks Sinking Fund** – No discussion.
13. **Schedule Next Meeting** – The next meeting will be held on Wednesday, July 19, 2023 at 6:00 PM.
14. **Adjourn:** Motion to adjourn by Pernitz; seconded by Neton at 8:05 PM. Motion carried.

Approved:

Minutes transcribed from M. Pernitz notes

2022 Parks Budget

Fund	2022 Budget	Actual to Date	Current Balance
Town Park/Town Trail Sinking Fund	\$ 8,662	\$ -	\$ 42,110
Community Partnerships Sinking Fund	\$ -	\$ -	\$ 7,346
Community Park Site Evaluation			
Trail Development		\$ -	\$ -
Per Diems (7 members X 13 meetings X \$35 = \$3,185 + Chair x 13 meetings x \$50=650 Total \$3,835)	\$ 3,835	\$ 2,680	\$ 1,155
(\$3,835 x 7.5%)	\$ 288	\$ 201	\$ 87
Parks Workshops/Projects	\$ -	\$ -	\$ -
Honorarium \$ -			
Refreshments \$ -			
Update CORP	\$ 1,165	\$ 1,052	\$ -
Chamber Bucks incentive to complete CORP survey	300		
Newspaper Insertions/Publications	150		
Postal Connections (350 x3)	600		
Printing of newspaper inserts	100		
Direct mailing to Blue Vista residents	15		
TPE Membership	\$ 300	\$ 250	\$ 50
Mailed Flier for Tree Salle and e-Cycling	\$ 650	\$ 631	\$ -
Tree Sale flier	600		
Mileage reimbursements	50		
Recruitment / Holiday Party	\$ 100	\$ -	\$ -
Pool Scholarships	\$ -	\$ -	\$ -
Krafty Kids	\$ -	\$ -	\$ -
Maintenance/Restoration of BRC	\$ -	\$ -	\$ -
Totals	\$ 15,000	\$ 4,815	\$ 10,185
To Date Budget Balance	\$ 10,185		
Less Per Diems	\$ -		
Less Payroll Taxes	\$ -		
Sub total	\$ 10,185		
Spend or Carry Over to 2024	\$ 10,185		

Amended budget adopted 06.21.2023

Statement date	Beginning Balance	Credit	Debit	Interest	Ending Balance
12/29/2017	\$ 27,079.12	\$ -	\$ -	\$ 2.30	\$ 27,081.42
1/31/2018	\$ 27,081.42	\$ -	\$ -	\$ 2.30	\$ 27,083.72
2/28/2018	\$ 27,083.72	\$ -	\$ -	\$ 2.08	\$ 27,085.80
3/30/2018	\$ 27,085.80	\$ -	\$ -	\$ 2.30	\$ 27,088.10
4/30/2018	\$ 27,088.10	\$ -	\$ -	\$ 2.23	\$ 27,090.33
5/31/2018	\$ 27,090.33	\$ -	\$ -	\$ 2.30	\$ 27,092.63
6/29/2018	\$ 27,092.63	\$ -	\$ -	\$ 2.22	\$ 27,094.85
7/31/2018	\$ 27,094.85	\$ -	\$ -	\$ 2.31	\$ 27,097.16
8/31/2018	\$ 27,097.16	\$ -	\$ -	\$ 2.30	\$ 27,099.46
9/28/2018	\$ 27,099.46	\$ -	\$ -	\$ 2.22	\$ 27,101.68
10/31/2018	\$ 27,101.68	\$ -	\$ -	\$ 2.66	\$ 27,104.34
11/30/2018	\$ 27,104.34	\$ -	\$ -	\$ 5.79	\$ 27,110.13
12/31/2018	\$ 27,110.13	\$ -	\$ -	\$ 5.99	\$ 27,116.12
1/31/2019	\$ 27,116.12	\$ -	\$ -	\$ 11.52	\$ 27,127.64
2/28/2019	\$ 27,127.64	\$ -	\$ -	\$ 10.41	\$ 27,138.05
3/29/2019	\$ 27,138.05	\$ -	\$ -	\$ 10.78	\$ 27,148.83
4/30/2019	\$ 27,148.83	\$ -	\$ -	\$ 11.90	\$ 27,160.73
5/31/2019	\$ 27,160.73	\$ -	\$ -	\$ 11.53	\$ 27,172.26
6/28/2019	\$ 27,172.26	\$ -	\$ -	\$ 10.42	\$ 27,182.68
7/31/2019	\$ 27,182.68	\$ -	\$ -	\$ 12.29	\$ 27,194.97
8/30/2019	\$ 27,194.97	\$ -	\$ -	\$ 11.18	\$ 27,206.15
9/30/2019	\$ 27,206.15	\$ -	\$ -	\$ 11.55	\$ 27,217.70
10/31/2019	\$ 27,217.70	\$ -	\$ -	\$ 11.56	\$ 27,229.26
11/29/2019	\$ 27,229.26	\$ -	\$ -	\$ 10.82	\$ 27,240.08
12/31/2019	\$ 27,240.08	\$ -	\$ -	\$ 11.94	\$ 27,252.02
1/31/2020	\$ 27,252.02	\$ -	\$ -	\$ 11.57	\$ 27,263.59
2/28/2020	\$ 27,263.59	\$ -	\$ -	\$ 10.46	\$ 27,274.05
3/31/2020	\$ 27,274.05	\$ -	\$ -	\$ 7.77	\$ 27,281.82
4/30/2020	\$ 27,281.82	\$ -	\$ -	\$ 3.36	\$ 27,285.18
5/29/2020	\$ 27,285.18	\$ -	\$ -	\$ 3.25	\$ 27,288.43
6/30/2020	\$ 27,288.43	\$ -	\$ -	\$ 3.59	\$ 27,292.02
7/31/2020	\$ 27,292.02	\$ -	\$ -	\$ 3.48	\$ 27,295.50
8/31/2020	\$ 27,295.50	\$ -	\$ -	\$ 3.48	\$ 27,298.98
9/30/2020	\$ 27,298.98	\$ -	\$ -	\$ 3.37	\$ 27,302.35
10/30/2020	\$ 27,302.35	\$ -	\$ -	\$ 3.37	\$ 27,305.72
11/30/2020	\$ 27,305.72	\$ -	\$ -	\$ 3.48	\$ 27,309.20
12/31/2020	\$ 27,309.20	\$ -	\$ -	\$ 3.48	\$ 27,312.68
1/29/2021	\$ 27,312.68	\$ -	\$ -	\$ 3.26	\$ 27,315.94
2/26/2021	\$ 27,315.94	\$ -	\$ -	\$ 3.14	\$ 27,319.08
3/31/2021	\$ 27,319.08	\$ -	\$ -	\$ 3.70	\$ 27,322.78
4/30/2021	\$ 27,322.78	\$ -	\$ -	\$ 3.37	\$ 27,326.15
5/28/2021	\$ 27,326.15	\$ -	\$ -	\$ 3.14	\$ 27,329.29
6/30/2021	\$ 27,329.29	\$ -	\$ -	\$ 3.71	\$ 27,333.00
7/30/2021	\$ 27,333.00	\$ -	\$ (20,000.00)	\$ 1.99	\$ 7,334.99
8/31/2021	\$ 7,334.99	\$ -	\$ -	\$ 0.64	\$ 7,335.63
9/30/2021	\$ 7,335.63	\$ -	\$ -	\$ 0.60	\$ 7,336.23

10/29/2021	\$	7,336.23	\$	-	\$	-	\$	0.58	\$	7,336.81
11/30/2021	\$	7,336.81	\$	-	\$	-	\$	0.64	\$	7,337.45
12/31/2021	\$	7,337.45	\$	-	\$	-	\$	0.62	\$	7,338.07
1/31/2022	\$	7,338.07	\$	-	\$	-	\$	0.62	\$	7,338.69
2/28/2022	\$	7,338.69	\$	-	\$	-	\$	0.56	\$	7,339.25
3/31/2022	\$	7,339.25	\$	-	\$	-	\$	0.62	\$	7,339.87
4/29/2022	\$	7,339.87	\$	-	\$	-	\$	0.58	\$	7,340.45
5/31/2022	\$	7,340.45	\$	-	\$	-	\$	0.64	\$	7,341.09
6/30/2022	\$	7,341.09	\$	-	\$	-	\$	0.60	\$	7,341.69
7/29/2022	\$	7,341.69	\$	-	\$	-	\$	0.58	\$	7,342.27
8/31/2022	\$	7,342.27	\$	-	\$	-	\$	0.66	\$	7,342.93
9/30/2022	\$	7,342.93	\$	-	\$	-	\$	0.60	\$	7,343.53
10/31/2022	\$	7,343.53	\$	-	\$	-	\$	0.88	\$	7,344.41
11/30/2022	\$	7,344.41	\$	-	\$	-	\$	0.91	\$	7,345.32
12/30/2022	\$	7,345.32	\$	-	\$	-	\$	0.91	\$	7,346.23
1/31/2023	\$	7,346.23	\$	-	\$	-	\$	0.97	\$	7,347.20
2/28/2023	\$	7,347.20	\$	-	\$	-	\$	0.85	\$	7,348.05
3/31/2023	\$	7,348.05	\$	-	\$	-	\$	0.94	\$	7,348.99
4/28/2023	\$	7,348.99	\$	-	\$	-	\$	0.85	\$	7,349.84
5/31/2023	\$	7,349.84	\$	-	\$	-	\$	1.00	\$	7,350.84
6/30/2023	\$	7,350.84	\$	-	\$	-	\$	0.91	\$	7,351.75

Statement date	Beginning Balance	Credit	Debit	Interest	Ending Balance
12/29/2017	\$ 13,510.19	\$ -	\$ -	\$ 1.15	\$ 13,511.34
1/31/2018	\$ 13,511.34	\$ -	\$ -	\$ 1.15	\$ 13,512.49
2/28/2018	\$ 13,512.49	\$ -	\$ -	\$ 1.04	\$ 13,513.53
3/30/2018	\$ 13,513.53	\$ -	\$ -	\$ 1.14	\$ 13,514.67
4/30/2018	\$ 13,514.67	\$ -	\$ -	\$ 1.11	\$ 13,515.78
5/31/2018	\$ 13,515.78	\$ -	\$ -	\$ 1.15	\$ 13,516.93
6/29/2018	\$ 13,516.93	\$ -	\$ -	\$ 1.11	\$ 13,518.04
7/31/2018	\$ 13,518.04	\$ -	\$ -	\$ 1.15	\$ 13,519.19
8/31/2018	\$ 13,519.19	\$ -	\$ -	\$ 1.15	\$ 13,520.34
9/28/2018	\$ 13,520.34	\$ -	\$ -	\$ 1.11	\$ 13,521.45
10/31/2018	\$ 13,521.45	\$ -	\$ -	\$ 1.15	\$ 13,522.60
11/30/2018	\$ 13,522.60	\$ 4,500.00	\$ -	\$ 1.16	\$ 18,023.76
12/31/2018	\$ 18,023.76	\$ -	\$ -	\$ 1.53	\$ 18,025.29
1/31/2019	\$ 18,025.29	\$ -	\$ -	\$ 1.53	\$ 18,026.82
2/28/2019	\$ 18,026.82	\$ -	\$ -	\$ 1.38	\$ 18,028.20
3/29/2019	\$ 18,028.20	\$ -	\$ -	\$ 1.43	\$ 18,029.63
4/30/2019	\$ 18,029.63	\$ -	\$ -	\$ 1.58	\$ 18,031.21
5/31/2019	\$ 18,031.21	\$ -	\$ -	\$ 1.53	\$ 18,032.74
6/28/2019	\$ 18,032.74	\$ -	\$ -	\$ 1.38	\$ 18,034.12
7/31/2019	\$ 18,034.12	\$ -	\$ -	\$ 1.63	\$ 18,035.75
8/30/2019	\$ 18,035.75	\$ -	\$ -	\$ 1.48	\$ 18,037.23
9/30/2019	\$ 18,037.23	\$ 4,500.00	\$ -	\$ 1.67	\$ 22,538.90
10/31/2019	\$ 22,538.90	\$ 8,258.00	\$ -	\$ 8.40	\$ 30,805.30
11/29/2019	\$ 30,805.30	\$ -	\$ -	\$ 12.24	\$ 30,817.54
12/31/2019	\$ 30,817.54	\$ -	\$ -	\$ 13.51	\$ 30,831.05
1/31/2020	\$ 30,831.05	\$ -	\$ -	\$ 13.09	\$ 30,844.14
2/28/2020	\$ 30,844.14	\$ -	\$ -	\$ 11.83	\$ 30,855.97
3/31/2020	\$ 30,855.97	\$ -	\$ -	\$ 8.79	\$ 30,864.76
4/30/2020	\$ 30,864.76	\$ -	\$ -	\$ 3.81	\$ 30,868.57
5/29/2020	\$ 30,868.57	\$ -	\$ -	\$ 3.68	\$ 30,872.25
6/30/2020	\$ 30,872.25	\$ -	\$ -	\$ 4.06	\$ 30,876.31
7/31/2020	\$ 30,876.31	\$ -	\$ -	\$ 3.93	\$ 30,880.24
8/31/2020	\$ 30,880.24	\$ -	\$ -	\$ 3.93	\$ 30,884.17
9/30/2020	\$ 30,884.17	\$ -	\$ -	\$ 3.81	\$ 30,887.98
10/30/2020	\$ 30,887.98	\$ -	\$ -	\$ 3.81	\$ 30,891.79
11/30/2020	\$ 30,891.79	\$ 13,106.00	\$ -	\$ 4.80	\$ 44,002.59
12/31/2020	\$ 44,002.59	\$ -	\$ (6,553.00)	\$ 5.55	\$ 37,455.14
1/29/2021	\$ 37,455.14	\$ -	\$ -	\$ 4.46	\$ 37,459.60
2/26/2021	\$ 37,459.60	\$ -	\$ -	\$ 4.31	\$ 37,463.91
3/31/2021	\$ 37,463.91	\$ -	\$ -	\$ 5.08	\$ 37,468.99
4/30/2021	\$ 37,468.99	\$ -	\$ -	\$ 4.62	\$ 37,473.61
5/28/2021	\$ 37,473.61	\$ -	\$ -	\$ 4.31	\$ 37,477.92
6/30/2021	\$ 37,477.92	\$ -	\$ -	\$ 5.08	\$ 37,483.00
7/30/2021	\$ 37,483.00	\$ -	\$ -	\$ 4.62	\$ 37,487.62
8/31/2021	\$ 37,487.62	\$ -	\$ -	\$ 4.93	\$ 37,492.55
9/30/2021	\$ 37,492.55	\$ -	\$ -	\$ 4.62	\$ 37,497.17

10/29/2021	\$	37,497.17	\$	4,500.00	\$	-	\$	4.93	\$	42,002.10
11/30/2021	\$	42,002.10	\$	-	\$	-	\$	5.52	\$	42,007.62
12/31/2021	\$	42,007.62	\$	-	\$	-	\$	5.35	\$	42,012.97
1/31/2022	\$	42,012.97	\$	-	\$	-	\$	5.35	\$	42,018.32
2/28/2022	\$	42,018.32	\$	-	\$	-	\$	4.83	\$	42,023.15
3/31/2022	\$	42,023.15	\$	-	\$	-	\$	5.35	\$	42,028.50
4/29/2022	\$	42,028.50	\$	-	\$	-	\$	5.01	\$	42,033.51
5/31/2022	\$	42,033.51	\$	-	\$	-	\$	5.53	\$	42,039.04
6/30/2022	\$	42,039.04	\$	-	\$	-	\$	5.18	\$	42,044.22
7/29/2022	\$	42,044.22	\$	-	\$	-	\$	5.01	\$	42,049.23
8/31/2022	\$	42,049.23	\$	-	\$	-	\$	5.70	\$	42,054.93
9/30/2022	\$	42,054.93	\$	-	\$	-	\$	5.18	\$	42,060.11
10/31/2022	\$	42,060.11	\$	-	\$	-	\$	15.44	\$	42,075.55
11/30/2022	\$	42,075.55	\$	-	\$	-	\$	17.29	\$	42,092.84
12/30/2022	\$	42,092.84	\$	-	\$	-	\$	17.30	\$	42,110.14
1/31/2023	\$	42,110.14	\$	-	\$	-	\$	18.46	\$	42,128.60
2/28/2023	\$	42,128.60	\$	-	\$	-	\$	16.16	\$	42,144.76
3/31/2023	\$	42,144.76	\$	-	\$	-	\$	17.90	\$	42,162.66
4/28/2023	\$	42,162.66	\$	-	\$	-	\$	16.17	\$	42,178.83
5/31/2023	\$	42,178.83	\$	-	\$	-	\$	19.07	\$	42,197.90
6/30/2023	\$	42,197.90	\$	-	\$	-	\$	17.34	\$	42,215.24

RESOLUTION 230712
BUDGET RESOLUTION REGARDING PARKS COMMISSION SINKING FUND(S)

The Town Board of the Town of New Glarus, Green County, Wisconsin do resolve as follows:

WHEREAS the Town of New Glarus Board do have the authority as granted under Wis. Stats. §67.11 and §234.26 to establish a sinking fund (s); and

WHEREAS the Town of New Glarus Board approved a 2022 budget for the Town of New Glarus Parks Commission totaling \$15,000.00 for expenditures; and

WHEREAS, the Town of New Glarus Parks Commission has requested that \$10,185.00 of the \$15,000.00 that was budgeted be placed in a Community Park/Town Hall Sinking Fund for Capital Projects;

NOW, THEREFORE, BE IT RESOLVED that the New Glarus Town Board, in legal session assembled, that \$10,185.00 from the 2022 Parks budget shall be deposited into the Town Parks and/or Trail Sinking Fund for Capital Projects. Said deposit is to be made forthwith.

Approved and signed by the New Glarus Town Board on the 12th day of July, 2023.

By: _____
Chris Narveson, Town Chair

Matt Streiff, Town 1st Supervisor

Troy Pauli, Town 2nd Supervisor

Jim Hoesly, Town 3rd Supervisor

Robert Elkins, Town 4th Supervisor

Clerk Treasurer

From: Housley, Cheryl - DNR <Cheryl.Housley@wisconsin.gov>
Sent: Friday, June 30, 2023 2:21 PM
To: Chris Narveson ; Harry Pulliam; Chris Narveson; Clerk Treasurer; Mark Pernitz
Subject: RE: Grant Expiration Notice: Town of New Glarus CTH NN Trail Development, 2020-23, RTP-1023-20ND
Attachments: Executed_RTP_1023_20ND_DNR Grant Agreement.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Town of New Glarus officers,
Chris Narveson and I talked today about the Town's options with the open RTP grant (for \$45K) since grant period expires today 6/30/2023.

The Town's three options are:

- 1) Complete the trail project as applied (parallel to CTH NN connecting into the state park). Trail construction needs to happen in the next year to 18 mos. Request a grant extension from me by Friday July 15.
OR
- 2) Provide solid justification, map, and timeline to amend the grant's scope of work. In lieu of CTH NN trail, the Town proposes to complete a trail along CTH H connecting to _____,
OR a trail connection from Hwy 39/Duerst Rd to new Town Park property. If one of these alternate plans is the Town's choice, the proposed scope of work amendment still needs to be evaluated by DNR staff to be sure it supports the original ranking of the \$45K RTP grant award. As well this project needs to be constructed in the next ~18 mos. Reply with a basic plan and justification to support alternative location for Town's trail by Friday July 15, 2023.
OR
- 3) Town submits its request to cancel grant agreement from Fall of 2020, and release obligated grant funding to allow other municipal applicants to completed desired trail projects with this funding.

Please discuss these options with your Town board at its next meeting on July 13.

I'll need Town's decision and Town's reply regarding any alternative plans by Friday July 15, 2023.

FYI - attached is the Town's existing grant agreement.

Thank you.

-Cheryl

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Cheryl Housley

New Cell: 608-516-9560

Cheryl.Housley@wisconsin.gov

From: Clerk Treasurer <clerk@townofnewglaruswi.gov>
Sent: Tuesday, June 27, 2023 6:37 AM
To: Chris Narveson <cnarveson@greencountywi.org>; Harry Pulliam <hfpulliam@gmail.com>; Chris Narveson <cnarveson@townofnewglaruswi.gov>
Cc: Housley, Cheryl - DNR <Cheryl.Housley@wisconsin.gov>

Subject: FW: Grant Expiration Notice: Town of New Glarus CTH NN Trail Development, 2020-23, RTP-1023-20ND
Importance: High

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Chris and Harry,

I received this yesterday afternoon from Cheryl Hoesly prior to my return from a brief vacation.

John

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

From: Housley, Cheryl - DNR <Cheryl.Housley@wisconsin.gov>
Sent: Monday, June 26, 2023 12:24 PM
To: Clerk Treasurer <clerk@townofnewglaruswi.gov>
Subject: FW: Grant Expiration Notice: Town of New Glarus CTH NN Trail Development, 2020-23, RTP-1023-20ND
Importance: High

The Town of New Glarus CTH NN Trail Development, 2020-23 project is **due to expire on 06/30/2023** (grant # RTP-1023-20ND)

All project (design & construction) expenses to be claimed under the grant need to be incurred prior to 6/30/2023.

Please advise if the project will not be complete by 06/30/2023. An extension can be considered, if justified.

Thank you!

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Cheryl Housley

New Cell: 608-516-9560

Cheryl.Housley@wisconsin.gov

From: Housley, Cheryl - DNR
Sent: Friday, May 19, 2023 4:10 PM
To: Clerk Treasurer <clerk@townofnewglarus.com>
Subject: Grant Expiration Notice: Town of New Glarus CTH NN Trail Development, 2020-23, RTP-1023-20ND

John,

The Town of New Glarus CTH NN Trail Development, 2020-23 project is **due to expire on 06/30/2023.**

All project (design & construction) expenses to be claimed under the grant need to be incurred prior to 6/30/2023.

Please advise if the project will not be complete by 06/30/2023. An extension can be considered.

Thank you,
-Cheryl

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Cheryl Housley

Community Services Specialist, Community & Financial Assistance Bureau/Division of External Services

Wisconsin Department of Natural Resources

3911 Fish Hatchery Rd, Fitchburg WI 53711

NEW Cell: (608)516-9560

Cheryl.Housley@wisconsin.gov



dnr.wi.gov



State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
3911 Fish Hatchery Road
Fitchburg WI 53711-5397

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 29, 2020

► **REQUIRES IMMEDIATE ACTION** ◀
Recreational Trails Program
Grant# RTP-1023-20
Grant Amount: \$45,000.00

Chris Narveson, Town Chairman
Town of New Glarus
PO Box 448
New Glarus, WI 53574

Dear Mr. Narveson:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **Town of New Glarus CTH NN Trail Development, 2020-23**

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Cheryl Housley at the South Central Region, 3911 Fish Hatchery Rd, Fitchburg, WI 53711. Your grant is not official until you have returned the signed copy. Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: September 8, 2020 through June 30, 2023. All project activities must occur within this time period to be eligible costs for reimbursement.

Reimbursement Check: Your reimbursement check will be mailed to Town Of New Glarus, Chris Narveson, PO Box 448, 26 5th Avenue, New Glarus, WI 53574. Please notify us if this is not the correct person to receive checks.

Changes to the approved project scope may not be made without prior approval from the Department.

Please note: To simplify record keeping on chargebacks for equipment referenced in county machinery agreements, we will use rates established by the Department of Transportation (DOT). The correct version of the DOT rates will be indicated on your grant web page located at <http://dnr.wi.gov/Aid/Grants.html>.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Cheryl. Feel free to contact Cheryl at cheryl.housley@wisconsin.gov, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

FOR

Jim Ritchie, Director
Bureau of Community Financial Assistance

State of Wisconsin
 Department of Natural Resources
 P. O. Box 7921
 Madison, WI 53707-7921

OUTDOOR RECREATION AIDS GRANT AGREEMENT
 Form 8700-065 Rev. 08-16

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor Town of New Glarus	Project Number RTP-1023-20ND								
Project Title Town of New Glarus CTH NN Trail Development, 2020-23									
Period Covered by This Agreement September 8, 2020 Through June 30, 2023	Name of Program Recreational Trails Program								
Project Scope and Description of Project The Town of New Glarus will utilize federal Recreational Trails Program funding to construct their 0.85 mile CTH NN Trail. This will be a multi-use trail (8' wide) that will connect to the New Glarus Woods State Park.									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table border="0"> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$135,190.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">Up to 50%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$45,000.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$90,190.00</td> </tr> </table>	Total Project Cost	\$135,190.00	Cost-Share Percentage	Up to 50%	State Aid Amount	\$45,000.00	Project Sponsor Share	\$90,190.00	<ol style="list-style-type: none"> 1. <i>Chapter NR 50, Wisconsin Administrative Code</i> 2. <i>Application Dated 05/01/2020</i>
Total Project Cost	\$135,190.00								
Cost-Share Percentage	Up to 50%								
State Aid Amount	\$45,000.00								
Project Sponsor Share	\$90,190.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Recreational Trails Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Agreement, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project scope as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees to conform to generally accepted accounting principles and practices for project funds and to record project funds in a separate account. All financial records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, shall be kept and made available for inspection for three (3) years after final payment is issued by the DEPARTMENT.
10. Agrees to report data and information acquired as part of the project to the DEPARTMENT in the format specified by the DEPARTMENT's Coordinator (see Part 1 of this agreement for contact information).
11. Agrees to submit reimbursement request within two (2) months from the project end date. Reimbursement requests must be accompanied by proofs of purchase and proofs of payment for costs being claimed.

The Department:

12. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$45,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
13. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the

agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. Protected Species impacted by project:

o REQUIRED MEASURES

Suitable habitat for the Henslow's Sparrow may be present within or immediately adjacent to the project area. The birds and their nests and eggs are also protected under the federal Migratory Bird Treaty Act (MBTA). To avoid impacts to this listed species, the project shall follow one of the two options below:

- (i) Assume the birds are present on the site, and avoid all disturbances to the project site from May 5 - August 10. If the project can avoid disturbing areas within or adjacent to suitable habitat during this time period, there will not be any further project restrictions related to this species. If the project cannot completely avoid all areas of suitable habitat or take of the species, please contact me regarding the possibility of applying for an Incidental Take Permit/Authorization.
- (ii) Not assume the birds are present on the site and have a qualified biologist conduct surveys to determine if they are present (surveys must be conducted at the appropriate time of year and the biologist and survey protocols must be sent to the Review Program for approval prior to the initiation of surveys). If the Henslow's Sparrow are not found on the site as a result of the surveys, you will not have any project restrictions related to these species. If surveys are conducted and the Henslow's Sparrow is recorded, option (i) must be followed above. Survey results should be submitted to the Endangered Resources Review Program.

o RECOMMENDED MEASURES

Suitable habitat for the Yellow-breasted Chat (SC) may be present within or immediately adjacent to the project area. Although not protected under the state endangered species law, it is recommended that disturbances to the project site be avoided from May 20-August 5, nesting date period, to avoid impacting this species.

Suitable habitat for the Eastern Meadowlark (SC) may be present within or immediately adjacent to the project area. Although not protected under the state endangered species law, it is recommended that disturbances to the project site be avoided from April 25 - July 30, nesting date period, to avoid impacting this species.

Suitable habitat for the Bobolink (SC) may be present within or immediately adjacent to the project area. Although not protected under the state endangered species law, it is recommended that disturbances to the project site be avoided from May 10-July 25, nesting date period, to avoid impacting this species.

- 2. If any trees will need to be removed for this project, they will have to be removed before June 1 or after August 15. The project site has been screened per the Wisconsin Natural Heritage Inventory (NHI Portal) database which contains all current Northern Long-eared Bat roost sites and hibernacula in Wisconsin. The NHI Portal contains verified survey results from WI DNR, FWS, and private organizations. The NHI Portal was consulted for this project, and per U.S. Fish and Wildlife Service's 4(d) rule, it was determined that this project is more than 150 feet from a known maternity roost tree AND is more than 1/4 mile from a known hibernacula.
- 3. Projects involving development or modification of facilities must comply with 2010 Americans with Disabilities Act requirements. DNR guidance is available at <http://dnr.wi.gov/files/PDF/pubs/cf/CF0031.pdf>.
- 4. If SPONSOR expends federal grant funds totaling \$750,000 or more during the fiscal year and those funds were received from a State or Federal agency, the SPONSOR agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform - Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office.
- 5. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at https://dnr.wi.gov/topic/stormwater/standards/const_standards.html. Additional erosion control guidance can be found in the Wisconsin Construction Site Erosion Control Field Guide via the internet at <https://dnr.wi.gov/topic/stormwater/documents/WIconstECfieldGuide.pdf>. BMPs shall be properly installed and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization.

6. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
7. This project is using Federal funds or is using state funds that the DNR is using as match to a Federal grant. As a result, you are required to complete DNR Form 9300-230 <http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf>, titled Grant Partner Financial Data Report, and submit the completed form to the DNR along with each reimbursement request that you submit.
8. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the approval of this Department.
9. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.

C. Federal Grant Conditions

1. Disadvantaged Business Enterprises (DBE) in grant project related activities

- i. This requirement relies on your voluntary actions of project sponsors to demonstrate that they have taken affirmative steps to make DBE enterprises aware of project activities that are subject to public bidding or requests for proposals (RFP) for professional services. The current DBE eligibility directory is found on the Wisconsin Department of Transportation's website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>
- ii. RFP – Voluntary actions for RFPs for professional services such as engineering or design include making DBE enterprises aware of your services.
- iii. Public Bidding – There are two voluntary actions requested of project sponsors: (1) your bid specifications encourage general contractors to use DBE enterprises as subcontractors where appropriate, and (2) when you publicize bid specifications for any portion of your RTP grant, that you review the eligibility directory for appropriate DBE contractors and provide the bid announcement to them by direct mail. There are no additional requirements regarding the normal review and selection of the lowest responsible bidder.
- iv. Depending on your project, you can indicate your affirmative actions through the following items that would be appropriate:
 - i. Copies of correspondence that indicate DBE enterprises that were involved in the RFP process for professional services.
 - ii. Copy of the bid specifications that indicate your encouragement of general contractors utilizing DBE contractors as subcontractors.
 - iii. Copies of the direct mail letters to DBE contractors announcing the opportunity to provide a bid on the project construction activity.
 - iv. Copies of the DBE Contract Summary indicating DBE contractors solicited and contractor's follow-up.
- v. If the DBE Contractor is selected as the lowest responsible bidder, then it should be so noted as part of the project claim documentation. We will rely upon the project billing submission as the appropriate point to report on DBE participation.

2. Audit Requirements, Regulations and Financial Record Retention of Federal Funds

- i. If SPONSOR expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency, the SPONSOR agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform – Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines issued by Wisconsin Department of Administration, State Controller's Office and found at <https://www.ecfr.gov/cgi-bin/text-idx?SID=9b51e871f90641719d99f048171d1e3c&mc=true&node=sp2.1.200.e&rgn=div6>.
- ii. This grant is funded through Fixing America's Surface Transportation (FAST) Act which reauthorized the Recreational Trails Program (RTP) for Federal fiscal years 2016 through 2020 as a set-aside of funds from the Transportation Alternatives (TA) Set-Aside under the Surface Transportation Block Grant Program (STBG). This procurement shall be subject to the regulations contained Section 20.219, Recreational Trails Program, of the Catalog of Federal Domestic Assistance, beta.sam.gov.
- iii. The grantee shall maintain the financial information and dated records used in the preparation or support of the cost submission for the grant in effect on the date of execution for this grant until three years after the final voucher has been approved by the Federal Highway Administration. The department, US Department of Transportation, or their agents, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The grantee shall provide proper facilities for such access and inspection. In addition, they shall have access to all records which relate to any dispute, appeal, or

litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

3. Data Universal Number System (DUNS) and Central Contractor Registration (CCR)

- i. All subrecipients of federal funds must have a nine-digit DUNS number in order. For more information: 1-866-705-5711 or <http://fedgov.dnb.com/webform>.
- ii. All subrecipients of federal funds must maintain annual registration in the CCR database: <https://uscontractorregistration.com/central-contractor-registration-ccr/>.

4. Transparency Act Reporting for Federal Funds

- i. The Federal Funding Accountability and Transparency Act (FFATA) requires WDNR to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 WDNR makes with federal funds it received after October 1, 2010. Prior to receiving funds, each affected subrecipient must report certain information to the WDNR so that the WDNR can fulfill its FFATA reporting requirements. Data reported by the WDNR may be viewed at www.USASpending.gov.

5. Cost Principles for Federal Grants to State and Local Governments

- i. 2 CFR Part 225 (formerly known as OMB Circular A-87) (<https://www.govinfo.gov/content/pkg/CFR-2012-title2-vol1/xml/CFR-2012-title2-vol1-part225.xml>) requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable.
- ii. Examples are included below.
 - i. The cost of alcoholic beverages is unallowable.
 - ii. Costs incurred by advisory councils are allowable.
 - iii. Audit costs are allowable.
 - iv. Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - v. Entertainment costs are unallowable.
 - vi. Travel costs are allowable if pre-approved by WDNR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
 - vii. If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.

6. Nondiscrimination Requirements

- i. If you receive federal funds, you must comply with, and you must require your subcontractors, if any, to comply with, all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- ii. Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
- iii. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the WDNR.
- iv. In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

7. Required Contract Provisions Federal-Aid Construction Contracts (Form FHWA-1273)

- i. Form FHWA-1273 (<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services)

8. Fair Labor Wages (Davis-Bacon Act)

Under current law, the prevailing rate of wage applies: "Construction work performed on highway projects on the Federal-aid highways" means any construction project that takes place in the right-of-way of a Federal-aid highway is subject to 23 U.S.C. 113. This would include work that may not appear to be highway construction (construction of wetlands, landscaping, etc.) but is an otherwise eligible project under Title 23. Thus, any Federal-aid construction project (regardless of Federal-aid funding

source) physically located within the right-of-way of a Federal-aid highway is subject to 23 U.S.C. 113 requirements. Under title 23, all public roads are "Federal-aid highways", except those that are functionally classified as local roads or rural minor collectors. FHWA interprets the language of 23 U.S.C. 113 as applying only when a Federal-aid project takes place within the right-of-way of a Federal-aid highway. Therefore, if an RTP project is within the right-of-way of a Federal-aid highway, Davis-Bacon wage rates must be followed. If an RTP project is not within the right-of-way of a Federal-aid highway, then 23 U.S.C. 113(a) does not apply. See <https://www.fhwa.dot.gov/construction/contracts/080625.cfm>.

9. Buy America

Buy America requirements apply to steel and iron permanently incorporated in a project funded under title 23 (and associated eligible contracts: <https://www.fhwa.dot.gov/map21/qandas/qabuyamerica.cfm>). See FHWA's Buy America Construction Program Guide: <https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>.

- a. FHWA Buy America requirements apply to all projects funded under title 23 U.S.C., including the RTP.
- b. The Buy America provision in 23 CFR 635.410 (b)(1)(ii) requires that steel/iron materials (including components and subcomponents) be melted and manufactured domestically.
- c. If documentation of domestic steel/iron manufacturing is not available, then a waiver request is necessary.
- d. FHWA processes quarterly Buy America waivers for vehicles and equipment, on the condition that the product has final domestic assembly (even if it is not possible to document the origin of the steel).
- e. Trail grooming vehicles and mechanized equipment primarily constructed with steel or iron must comply with Buy America requirements or must request a waiver.
- f. See FHWA's Notice of Buy America Waiver Request webpage (<https://www.fhwa.dot.gov/construction/contracts/waivers.cfm>) for more information.

10. Uniform Relocation Assistance and Real Property Acquisition Policies Act

- i. All project sponsors must comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This Act upholds the Fifth Amendment of the U.S. Constitution: "*...nor shall private property be taken for public use, without just compensation*". Regulations implementing this Act are found in 49 CFR Part 24 (<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a5b887806ac05ee5a4ad29c6b1aa5d66&r=PART&n=49y1.0.1.1.18>). These regulations will be applied to evaluating the acquisition of real property and any potential displacement activities. See https://www.fhwa.dot.gov/real_estate/uniform_act/.
- ii. FHWA generally requires the State to "acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project" (23 CFR 1.23). Most significant Federal-aid investments require the public interest in and access to a Federal-aid project to be in perpetuity. However, the extent of real property interest needed to protect the public interest should relate to the nature and magnitude of the expenditure. For example, if the project has only a minimal investment, a limited property use agreement may be sufficient.

11. Framework for Considering Motorized Use on Nonmotorized Trails and Pedestrian Walkways under 23 U.S.C. [sect] 217(h); https://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/framework.cfm:

- a. Bicycle Transportation and Pedestrian Walkways
 - i. Use of Motorized Vehicles may not be permitted on trails and pedestrian walkways under this section, except for:
 1. Maintenance purposes;
 2. When snow conditions and State or local regulations permit, snowmobiles;
 3. Motorized wheelchairs;
 4. When State or local regulations permit, electric bicycles; and
 5. Such other circumstances as the Secretary deems appropriate.
 - ii. Definitions – in this section, the following definitions apply:
 1. Electric bicycle – the term "electric bicycle" means any bicycle or tricycle with a low-powered electric motor weighing under 100 pounds, with a top motor-powered speed not in excess of 20 miles per hour.
 2. Wheelchair – the term "wheelchair" means a mobility aid, usable indoors, and designed for and used by individuals with mobility impairments, whether operated manually or motorized.

Notes: Nonmotorized trails and pedestrian walkways, by their nature, do not permit the use of motorized vehicles. However, there may be exceptional circumstances where motorized use should be permitted on segments of nonmotorized facilities. A decision to grant an exception should take place only after careful consideration to make sure that nonmotorized users and adjacent or nearby property owners are not unduly impaired. An exception should be considered only when other reasonable options have been exhausted. The exception may allow limited use of segments of nonmotorized trails and pedestrian walkways, such as for 90 degree crossings, short doglegs, crossing structures such as bridges, or other exceptional circumstances.

- b. The Federal Transit Administration issued [Disability Law Guidance on Segways](#) which allows persons with mobility related disabilities who use an electric personal mobility device to use Federally-funded nonmotorized facilities. (For

facilities on Federal lands, Federal Land Management Agency regulations supersede this USDOT policy.) The authority responsible for a specific nonmotorized facility may wish to issue a permit for the person with disabilities to display on the device so that others using the nonmotorized facility can recognize the legitimacy of this use. This same authority also may establish operating conditions such as speed limits or other restrictions needed for the safe operation of the facility by all users. See www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/use-segways-transportation-vehicles. Questions concerning disability issues should be directed to Bob Cosgrove or Candace Groudine, FHWA External Civil Rights Programs.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By Chris Wall
(Signature)

Clerk - Treasurer
(Title)

November 18, 2020
(Date)

By Jim Ritchie FOR
Jim Ritchie, Director
Bureau of Community Financial Assistance

October 29, 2020
(Date)

TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, JUNE 15, 2023
MINUTES

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

Absent: Reg Reis

Also Attending: John Wright: Clerk-Treasurer; Tim Schleeper: planner, Vierbicher Associates; James Baker (departed at 7:00 PM): surveyor; Corey Pope (departed at 6:13 PM): developer for Hustad Valley Road property; Bob Talarczyk (departed at 7:00 PM): surveyor; and Randall Shotliff (departed at 7:00 PM); developer for State Highway 39 property

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 May 18, 2023, as presented, was made by Commissioner Ott; second by Commissioner Elkins. Motion carried 6-0.
3. **Continue to Discuss Corey Pope Concept Plan for a 3-Lot Cluster Along Hustad Valley Road** – Applicant Pope stated that the concept plan has been further refined to better define the configuration of the three proposed lots and cluster envelopes. Originally, a short, common access point was proposed to the east of Hustad Valley Road with private driveways serving each proposed lot. Now, a separate access is proposed for each of the three lots: the approximate distance between the proposed access to Lot 3 and Lot 2 would be 60 feet and about 100 feet of separation between the proposed access for Lot 2 and Lot 1. Utilities will run along the Hustad Valley Road right-of-way. There will likely be pedestals for each proposed lot with services delivered underground. Town contract planner Tim Schleeper stated that the map includes areas of 20% slopes. Schleeper noted that each future applicant for a residential driveway will need to prove that the access will meet the Town driveway standards in effect at the time of application. It was noted that the Natural Heritage Inventory has already been provided by the Wisconsin Department of Natural Resources. The archaeological and historical review has already been conducted for this area, so will not need to be repeated. Notes will need to be included in the final recorded documents regarding deed-restricted open space. Chair Narveson asked Pope whether a culvert will be needed; there followed a brief discussion of the spacing of the private drives that are proposed.

A motion to approve the updated concept plan, as presented, was made by Commissioner Ott; second by Commissioner Freitag. Motion carried 6-0.

4. **Discuss Shotliff/Green County Highway Department Concept Plan Along STH 39** – Chair Narveson reported that the proposed 12-acre site for a future public works facility for the Green County Highway Department (GCHD) would include access to State Highway (STH) 39 built to Town road standards. The alignment of the access to the south will align with Ashley Lane in the event the Town Board wants to consider making that a through road in the future. An easement will be provided by GCHD for the communications tower to the south and east. There followed brief discussion of the proposed turn lane from STH 39 for eastbound traffic. Supervisor Ott noted the need for an industrial park within the Town. The current standard within the Town's Chapter 110 requires 35 acres per lot for commercial development, 91% of which would be deed-restricted open space. For this property, it would consume the remaining development potential still held by Randy Shotliff. Although this property is within the plat review area of the Village of New Glarus, it is outside of their extraterritorial zoning jurisdiction.

Tim Schleeper noted that the proposed cul-de-sac road to serve up to four residential lots, as proposed in the concept plan from Shotliff, exceeds the maximum preferred length of a cul-de-sac

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road per Chapter 75 of the Town of New Glarus Code of Ordinances. The proposed land division meets the Town's density standards for residential development. There followed a discussion of how best to record the proposed development: by certified survey map or plat. Each may have an impact upon what standards, per Wisconsin Chapter Trans 233, and requirements the Wisconsin Department of Transportation may apply/require. Without objection, the GCHD should seek advice from their corporate counsel. Furthermore, those members in attendance expressed their preference for the recorded document to show a connecting easement with Ashley Lane.

Motion to approve the concept plan contingent upon adding an easement for Green County Highway Department, was made by Commissioner Galhouse; second by Commissioner Freitag. Motion carried 6-0.

5. **Review Vierbicher Letter to Plan Commission Regarding Potential Remaining Development Potential for Roger Arn Land Scheduled for a Closing in June of 2023 Based Upon Plat of Survey and Previously Recorded Divisions and Neighbor Exchange** – Schleeper referred those in attendance to the letter within the packet. Based upon the Plat of Survey acreage provided by realtor Jeglum at the May meeting, plus the acreage of prior divisions of the acreage contiguous at date of ordinance, the total acreage before development was 283.08. However, the additional acreage does not change the development assumptions made in the original calculation by Town staff dated July 10, 2007. There followed a brief discussion regarding whether the homesite could be demolished so that a detached cluster lot could be relocated elsewhere. It was observed that the Village of New Glarus will need to agree to the detached cluster lot concept embodied in the Town's Chapter 110 before that assumption can be confirmed. Clerk-Treasurer Wright stated that he arrived at the same total acreage revision based upon the new Plat of Survey.
6. **Updates**
 - a. Clerk-Treasurer receipt of documents recorded with the Green County Register of Deeds before building inspector can issue building permit or certificates of occupancy – Wright confirmed that he has received a recorded Plat for Nature's Gift, a recorded CSM for the Hauser subdivision of her parcel to sell 10.0 acres of open space, and a recorded deed restriction provided by Hauser's attorney. It was noted that the deed restriction contains the original parcel number prior to subdivision. It is assumed that a copy of the document will be included with both children of the parent parcel.
 - b. Vierbicher GIS layer to map remaining development potential for non-contiguous parcels at date of ordinance with development potential/pre-ordinance certified survey map lots with development potential – Tim Schleeper will present an update later this fall; without objection.
7. **Review Staff Draft Affidavit to Notify Owners of Parcel 23024 0203.0000 that the Land was Subdivided from Parent Parcel into Two Parcels Post-Ordinance Without Further Deed Restricting Either from Future Residential Development** – Wright stated that he has yet to create a draft for the Commission members to review. Without objection, this item will be deferred until the July meeting.
8. **Adjourn**

Chair Narveson provided a brief update regarding the most recent and final counteroffer for the Lot 1 of the property located at W6599 STH 39.

Motion to adjourn by Commissioner Pernitz; seconded by Commissioner Elkins. Motion carried 6-0 at 7:43 PM.

Approved:

John Wright, Clerk-Treasurer