

**TOWN OF NEW GLARUS
REGULAR TOWN BOARD MEETING**

NOVEMBER 14, 2023, TO FOLLOW SPECIAL TOWN MEETING ADJOURNMENT THAT BEGINS AT 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/82219646106?pwd=wzfbd1Zz79Okf0CAIPCIQP0JaoIaEI.1>

Meeting ID: 822 1964 6106

Passcode: 430395

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 from Special Town Board Meeting on October 30, 2023
4. Public Comments
5. Review and Possibly Approve the 2024 Budget
6. Review and Possibly Approve Vierbicher Service Agreements for:
 - a) State Highway 39 Trail Development
 - b) Town Garage Site Planning
 - c) Hayes Lane Improvements
7. Review and Possibly Approve 2023 Budget Amendments by Resolution 231114
8. Review and Possibly Write Off Two Delinquent Personal Property Tax Bills from 2011 for Soil Essentials and ATT Capital Services for a Total of \$174.28
9. Review and Possibly Authorize Transfers from Town Park Sinking Funds into Certificates of Deposit as Requested by the Town of New Glarus Park Commission
10. Review and Possibly Approve Driveway Escrow Refunds
 - a) Ryan O’Flanagan for W5921 Legler Valley Road for non-residential access
 - b) Keith and Ashley Rockett for W5946 Durst Road for residential access
11. Patrolman Report
12. Clerk-Treasurer Report
 - a) Approval and payment of bills
 - b) Publication of 2024 Spring Election Notice: November 23, 2023
13. Chairperson Report
14. Parks Commission
 - a) October 18, 2023 minutes
 - b) October 28, 2023 invasive species workshop
 - c) November 4, 2023 Town land walkabout
15. Plan Commission – October 19, 2023 minutes
16. Adjourn

Posted 11/09/2023

Revised/reposted 11/13/2023

New Glarus Town Hall

New Glarus Maintenance Building

New Glarus Post Office

<https://townofnewglarus.com/>

Chris Narveson, Chair

John Wright, Clerk-Treasurer

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

**REGULAR TOWN BOARD MEETING
MONDAY, OCTOBER 30, 2023
MINUTES**

Town Board Attending: Chris Narveson (Chair), Jim Hoesly, and Robert Elkins

Board Members Absent: Troy Pauli and Matt Streiff

Also Attending: Harry Pulliam: Chair of Town Park Commission; Kelly Ruschman: Town Park Commissioner; Grace McLaughlin: Town resident; Tara Bast: Johnson Block; and John Wright: Town of New Glarus Clerk-Treasurer

1. **Call to Order** – Chair Narveson called the meeting to order at 5:01 PM.
2. **Confirm Proof of Posting** – Clerk-Treasurer Wright attested to the proper proof of posting.
3. **Approve Regular Town Board Meeting Minutes from October 11, 2023** – A motion to approve the October 11, 2023 meeting minutes, as presented, was made by Supervisor Elkins; seconded by Supervisor Hoesly. Motion carried 3-0.
4. **Public Comments** – None.
5. **Review and Possibly Approve Resolution 231030-1 to Adopt a Substitute for a Treasurer’s Bond for 2023 pay 2024** – Clerk-Treasurer Wright explained the purpose of the resolution that was requested by the Green County Treasurer, Sherri Hawkins.
A motion to approve Resolution 231030-1 for a substitution for a treasurer’s bond was made by Supervisor Hoesly; seconded by Supervisor Elkins. Motion carried 3-0.
6. **Review and Approve Refund of Collected Impact Fees that Were not Spent or Committed Within Eight Years of Collection** – Clerk-Treasurer Wright reviewed the provided spreadsheet of the next seven payers of impact fees who are due a refund for fees and interest unused within the eight year period of collection. The total amount due back is \$3,668.78.
A motion to refund unused impact fees, plus interest, to the seven who paid them within the past eight years, was made by Supervisor Elkins; seconded by Supervisor Hoesly. Motion carried 3-0.
7. **Consider and Possibly Approve the Transfer of Impact Fees into General Fund for Community Park Improvements** – Wright introduced the draft resolution to transfer \$991.24 of two collected impact fees, as recommended by the Town Park Commission at their October 18, 2023 meeting, to the general fund to pay for DOT prairie mix grass seed. Town Park Chair Pulliam was able to clarify that the recommendation was to purchase enough seed for two acres of the Blue Bird Ridge Conservancy based upon advice from Stephen Fabos of Indigenous Restorations, LLC. Pulliam noted that the least expensive prairie mix option is approximately \$600 an acre; the better option, for upland sandy soils, is \$1,020 an acre.
A motion to approve Resolution 231030-2 to transfer \$991.24 from the impact fees account to the general fund to pay for capital costs associated with the purchase of prairie seed mix for Blue Bird Ridge Conservancy was made by Supervisor Hoesly; seconded by Supervisor Elkins. Motion carried 3-0.
8. **Review Proposals for 2024-2026 Maintenance Assessment Contract and Possibly Select One for Award** – Clerk-Treasurer Wright presented the original proposal from Associated Appraisal Services for \$15,000 a year for maintenance assessment services from 2024-2026, a second proposal received from Accurate Appraisal, LLC for \$12,000 a year, and a third from Equity Appraisal, LLC for \$11,800 a year for the same service. There followed a brief discussion regarding the merits of continuing with a service that utilizes the current software (Market Drive) that is offered by Associated and Equity. Those Board members present agreed that their experience with the exterior revaluation conducted by Associated Appraisal Consultants was positive and the work was completed in a professional manner. Supervisor Elkins and Supervisor Hoesly own some property in the Village and did not have any negative response to their interaction with Accurate Appraisal, LLC staff during the Village of New Glarus Interim Market Update. Wright stated that he worked with Equity Appraisal, LLC while serving the City of Mineral Point and the experience was a positive.
A motion to approve the proposal presented by Associated Appraisal Consultants for maintenance assessment services from 2024-2026 at a rate of \$15,000 a year was made by Supervisor Hoesly; seconded by Supervisor Elkins. Motion carried 3-0.

9. **Review and Possibly Approve Checks, Deposits, and ACH Payments** – Motion to approve checks 21303 through 21318, deposits, and ACH transactions was made by Supervisor Hoesly; seconded by Supervisor Elkins. Motion carried 3-0.
10. **Consider Recommendation from Town Plan Commission to Approve Amendment 1 to the Impact Fee Agreement** – Chair Narveson noted that the original contract with Vierbicher was for \$7,200, of which \$3,500 has already been paid. Due to outcome of the Needs Study conducted by Barrientos Design and Consulting as well as the purchase of 97+ acres at the end of 2022, the emphasis of the updates to Chapter 80 Impact Fees has changed. Vierbicher has proposed Amendment 1 to the original contract for an additional \$1,500 to accommodate these changes and to complete the process to amend or repeal and replace the original Chapter 80 and fees to be collected in the future.

A motion to approve Amendment 1 for an increase of \$1,500 to the original contracted price, as presented by Vierbicher, was made by Supervisor Elkins; seconded by Supervisor Hoesly. Motion carried 3-0

18. **Review 2024 Draft Budget** – Chair Narveson stated that one issue that arose when he met with Tara Bast (Johnson Block), and Clerk-Treasurer Wright on October 13, 2023, is how best to address the new need to mow the Town land on State Highway 39 and on Durst Road. A tractor could cost up to \$200,000. An eight month lease, by comparison, would cost approximately \$8,000 a year. A batwing mower would cost approximately \$20,000. There followed a brief discussion of road work planned by the Town of Washington for their portion of Disch Road. If the Town of New Glarus defers maintaining their portion of Disch, it might free funds for other costs in 2024.

Tara Bast provided those in attendance with a handout of different factors to consider for the 2024 budget. She noted that the sale of the STH 39 farmette, planned use of ARPA funds (to pay a portion of the interest on the \$1.4 million loan), refunds and transfers from the Impact Fee bank account, interest, etc. has changed the original assumptions for the fund balance in 2023. The first option would be to assign \$250,000 of the sale of land proceeds to fund the preparation work for and construction of future public works facility assumes an increase for debt service not covered by ARPA funds. If the offset for debt service is increased, then the allowable 2023 levy payable 2024 would be \$914,552.

There followed a discussion as to whether to assume a sale of one or more residential lots in 2024 from the land purchased by the Town. This led to additional discussion about the best location of the public works facility and separation of access for potential residential lots. It was noted that the site review, by the invitation of the Town Park Commission, this Saturday, might benefit the Board members in making such decisions. There followed a discussion as to whether to cover costs with income in excess of what was included in the 2023 budget or retain a considerable portion to reduce future borrowing. Chair Narveson estimated the probable cost to construct a new public works facility between \$1.5 and \$2 million.

Clerk-Treasurer Wright stated that Net New Construction (one factor in increasing the allowable levy) is not solely dependent on the value of new homes, but also the reclassification of land from ag use to residential use. The contract assessor has been made aware that the typical building envelope in the Town is 2.0 acres, so ag conversions should, at minimum, be this size unless it is a buildable parcel established pre-Ordinance that is less than 2.0 acres. Supervisor Hoesly and Elkins indicated their support of leasing a tractor instead of a capital purchase. Tara Bast recommended securing borrowing options from the Bank of New Glarus and the State Commission of Public Lands to pay the Town share of the replacement of a pumper apparatus for the New Glarus Fire Department in 2027.

Town Park Chair Harry Pulliam recommended that the Town retain the services of a master planner to assist with how the Town park is best preserved and utilized. Pulliam will meet virtually with Tim Schleeper, Town contract planner with Vierbicher, and two planners this Wednesday. An estimated cost for these services is between \$15,000 and \$20,000. Knowles-Nelson Stewardship Grant funds may be available to offset this cost.

Without objection, Tara Bast should incorporate the assumptions discussed into the 2024 budget and share it with the Town Clerk-Treasurer to post and publish.

14. **Adjourn** – Motion to adjourn made by Supervisor Elkins; second by Supervisor Hoesly. Meeting adjourned at 6:24 PM.

Approved:

Prepared by John Wright, Clerk-Treasurer

**TOWN OF NEW GLARUS
YEAR 2024 TOWN BUDGET SUMMARY**

Notice is hereby given that on November 14, 2024 at 6:00 PM. at the New Glarus Town Hall 26 5th Avenue, a Public Hearing will be held on the proposed 2024 Town Budget. The proposed detail budget is available for inspection at the New Glarus Town Hall. The following is a summary of the proposed 2024 Town of New Glarus Budget.

	2022 Actual	2023 Budget	2023 Actual Thru September	Estimated 2023 Actual	2024 Budget	% Change
Revenues:						
Property taxes	\$ 849,810	\$ 880,343	\$ 880,343	\$ 880,343	\$ 914,552	3.89%
Other taxes	2,498	-	3,919	3,919	-	0.00%
Intergovernmental	340,318	143,573	107,778	210,272	285,034	98.53%
Licenses & Permits	52,113	34,938	36,356	41,780	35,598	1.89%
Public charges for services	108,805	111,287	130,934	130,934	124,350	11.74%
Interest	7,114	3,000	22,341	22,341	35,000	1066.67%
Miscellaneous revenues	23,842	-	569,898	569,898	153,250	#DIV/0!
Loan Proceeds	1,550,273	-	-	-	200,000	#DIV/0!
Total revenues	2,934,773	1,173,141	1,751,569	1,859,487	1,747,784	48.98%
Expenses:						
Current:						
General government	247,285	202,596	181,053	246,467	269,527	33.04%
Public safety	110,006	114,288	113,135	116,183	133,030	16.40%
Public works	451,586	452,571	341,802	472,586	508,245	12.30%
Culture & recreation	4,005	15,000	1,482	15,000	15,000	0.00%
Conservation & development	-	-	-	-	4,000	#DIV/0!
Capital outlay	1,547,237	16,248	6,706	24,516	361,248	2123.34%
Debt Service:	375,000	399,123	24,123	461,550	460,052	15.27%
Total expenditures	2,735,119	1,199,826	668,301	1,336,302	1,751,102	45.95%
Net surplus (deficit)	199,654	(26,684)	1,083,268	523,186	(3,318)	
Net Change in Fund Balance	199,654	(26,684)	1,083,268	523,186	(3,318)	Use of Reserves / Fund Balance
Fund Balance - beginning of year	640,046	839,700	839,700	839,700	1,362,885	
Fund Balance - end of year	\$ 839,700	\$ 813,015	\$ 1,922,968	\$ 1,362,885	\$ 1,359,568	
Fund Balance Nonspendable	\$ 93,077	\$ 3,000		\$ 3,000	\$ 3,000	
Fund Balance Restricted (Impact Fees)	\$ 147,138	\$ 80,501		\$ 64,010	\$ 78,258	
Fund Balance Restricted (Unspent Debt)	\$ -	\$ -		\$ -	\$ -	
Fund Balance Restricted (ARPA Funds)	\$ -	\$ -		\$ -	\$ -	
Fund Balance committed	\$ 71,458	\$ 71,458		\$ 71,458	\$ 71,458	
Fund Balance assigned	\$ 384,048	\$ 147,364		\$ 814,048	\$ 814,048	
Fund Balance unassigned	\$ 143,979	\$ 510,692		\$ 410,369	\$ 392,804	22% Percent of Expenses
Applied Fund Balance	\$ 199,654	\$ (26,684)			\$ (3,318)	
		2022/2023	2023/2024	Increase	% Increase	
Total tax levy		\$ 880,343	\$ 914,552	\$ 34,209	3.9%	
Assessed value estimate		\$ 252,450,200	\$ 255,158,700	\$ 2,708,500	1.1%	
Tax rate (per \$1,000)		\$ 3.49	\$ 3.58	\$ 0.10	2.8%	
Equalized value		\$ 257,628,200	\$ 287,119,900	\$ 29,491,700	11.4%	
Equalized tax rate		\$ 3.42	\$ 3.19	\$ (0.23)	-6.8%	
Long-term debt outstanding 12/31		\$ 3,270,767	\$ 2,913,054			

Notice is also given that a SPECIAL TOWN MEETING of the electors of the Town of New Glarus will follow the Budget Hearing pursuant to Sec. 60.12(1)c) of the Wisconsin Statutes. The purpose is as follows:

- To approve the 2024 Town Highway Expenditures
Total Highway Budget = \$ 743,245 Total Hwy Construction = \$ 185,000
- To adopt the 2023 Tax Levy to be paid in year 2024 pursuant to Sec. 60.10(1)(a) of Wisconsin Statutes
2023/2024 Town Tax Levy Proposed = \$ 914,552
2022/2023 Town Tax Levy Proposed = \$ 880,343

Dated November 1, 2023
John Wright, Clerk-Treasurer
Posted: New Glarus Post Office, New Glarus Garage and Town Hall
file: NG 2024 Draft Budget



November 8, 2023

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

Re: Agreement for Professional Services
STH 39 Recreational Trail Development
Town of New Glarus, Wisconsin

Dear Chris:

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

I. PROJECT UNDERSTANDING

The Town desires the development of a recreational trail to connect the new Community Park on STH 39 (former Hayes Farm) to the existing recreational path along Durst Road (approximately 3,500 feet, see Exhibit A). A 15-foot easement will be obtained along the right-of way for the length of the path. The path is planned for the north side of the STH 39 from Durst Road to the Smith property across from the Town Park. At this point the path will cross STH 39 and run westward along the south side of the right-of-way to Hayes Lane. The path will be constructed within an easement outside of the STH right-of-way for the full length proposed. The Town has already acquired verbal commitments for much of the project. Consultant will provide plans, exhibits, and project documents to facilitate the construction of an 8 to 10-foot gravel-surfaced path.

II. SCOPE OF SERVICES

A. General

Consultant shall provide surveying and engineering services for the above project. These services include survey of the proposed route, preparation of engineering drawings and specifications, applying for regulatory agency approvals, and construction staking.

B. Specific Services Provided by Consultant

1. **Topographic Site Map:** Consultant shall complete a topographic site map that depicts existing features and conditions. The limits of the topographic survey shall be from the northern edge of the STH 39 pavement and extend 30 feet beyond the right-of-way and include existing surface features, utilities, driveways, and other elements that may affect the trail design. Existing utilities shall be located through the Digger's Hotline Service. A topographic site map shall include locating existing property irons to the extent they are in existence at the time of

the survey. This does not constitute a right-of-way survey. The topographic site map shall depict the following items:

- a) Substantial, visible, above-ground structures and improvements, including any existing buildings, driveways, and parking lots lying within the exterior boundaries of the subject site.
- b) Street trees and trees larger than 12" diameter at breast height (dbh).
- c) Utilities shall be shown as located in the field by Digger's Hotline. The size and invert elevation of sanitary sewers and storm sewers shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size and invert elevations shall be shown based on available record drawings.
- d) The location of private utilities that are not within the standard scope of what would be marked as part of a diggers hotline locate request is not included in the scope. Client shall request private utility locates, if desired. Consultant shall coordinate this work as an additional service.
- e) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.
- f) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).
- g) Improvements lying within the street rights-of-way of Durst Road and STH 39 immediately adjacent to the parcels surveyed shall be located. Improvements will include, but are not limited to, sidewalk, pavement, curb & gutter, curb cuts, utilities, utility poles, utility pedestals and signs.

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

2. **Preliminary Design Plans:** Consultant shall complete a preliminary design of the desired trail improvements. The preliminary design shall be shared with Client and Town staff for review prior to preparing the final design. This includes preparing a preliminary Opinion of Probable Cost of the proposed improvements. This will include evaluating potential conflicts between the proposed construction and existing dry utilities (gas, electric, communication, etc.)
3. **Final Plans for Approval and Construction:** Based on comments received from the Client, Consultant shall finalize the project plans for approval and construction of the project. Final plans shall include:
 - Title Sheet, Typical Sections, and General Notes
 - Existing conditions
 - Plan and Profile Sheets
 - Cross sections at 50' intervals

- Erosion Control Plan
- Construction details per Town and/or regulatory standards

This includes updating a final opinion of cost for the project and assumes attendance at a Town Board meeting with a public information presentation. It is assumed that Town work force will be completing this project, therefore we have not included preparation of public bidding documents with this proposal. Should the Town determine they wish to publicly bid this project we can add this service as a Contract Amendment.

4. **Prepare Permit Applications:** Consultant shall prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:

- WDNR WRAPP – Construction Erosion Control
- Green County Highway Work in Right-of-Way

All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit fees are the responsibility of the Client.

5. **Construction Staking:** Consultant shall provide one-time horizontal and vertical staking consisting of the following:
- a. Finished Grade Staking: The finished grade elevations shall be staked at 50' intervals at a consistent offset from the trail centerline. This will allow horizontal location of the trail and confirmation of the finished grades prior to placing the final gravel surface.
 - b. Culverts (where required): Culverts shall be staked at offsets to the discharge, at structures, and at intervals of approximately 25' along pipe runs. Stakes shall indicate an offset distance to the pipe and include a cut/fill to the pipe flow line. This work assumes culvert staking will be done during the same trip to stake the Finished Grade.

This contract assumes a one-time staking for the various components described. Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided. Staking shall be completed at the request of the Client or Contractor on behalf of the Client provided a minimum of 48 hours' notice is given. This service is proposed on a time and expense basis.

6. **Easement Exhibits and Additional Survey for Grading:**
As part of the project, Consultant shall prepare exhibit maps depicting the recreation path easement location on individual parcels. It may also be necessary to acquire temporary grading easements from adjacent property owners to facilitate path construction. Until the preliminary plans have been completed and the Town has reviewed and authorized completion of the final design, the amount of work required cannot be estimated. Consultant will provide the required exhibits or maps as appropriate to assist the Town in obtaining the required easements or properties including completing additional boundary / topographic survey as an additional service. This item may include time to meet with the individual homeowners and review the proposed project and easement documents. Consultant proposes to provide this work on a Time and Expense basis.

III. SCHEDULE

This Agreement is based upon the following anticipated schedule:

<u>Activity</u>	<u>Date</u>
1. Authorization to Proceed -----	November 14, 2023
2. Topographic Survey-----	December 1, 2023
3. Preliminary Plan Preparation and Review by Town -----	January 2024

IV. SCHEDULE OF DELIVERABLES

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

- A. Electronic copies (PDF) of plans for Town review, easement exhibits, permit applications submitted to reviewing agencies, and other related materials as requested.
- B. Electronic copies (PDF) of opinions of probable construction cost as they are developed for the project scope.

V. DESIGNATION OF RESPONSIBLE PARTIES

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

Overall coordination and project supervision for Consultant is the responsibility of Timothy Schleeper, Project Manager. Tim, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Tim in our Madison office.

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

VI. FEES

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

1. Topographic Survey (Fixed Fee)	\$6,500
2. Preliminary Plans (Fixed Fee)	\$8,600
3. Final Plans for Approval and Construction (Fixed Fee)	\$6,400
4. Prepare Permit Applications (Fixed Fee)	\$1,800
5. Construction Staking	Time & Expense
6. Easement Exhibits and Additional Survey for Grading	Time & Expense
	TOTAL: \$23,300

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

VIII. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

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

Sincerely,

Timothy Schleeper
Project Manager

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

AUTHORIZATION TO PROCEED

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

Client

Consultant

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

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

November 14, 2023
Date

November 8, 2023
Date

Witness

Witness

© Vierbicher Associates, Inc.

Legend

 Project Area

 Project Location



Town of New Glarus – STH 39 Recreational Trail Construction
Exhibit A – Project Location - Durst Road to Hayes Lane
September 2023

vierbicher
planners | engineers | advisors





November 13, 2023

Mr. Chris Narveson, Chair
Town of New Glarus
26 5th Street
New Glarus, WI 53574

Re: Agreement for Professional Services
STH 39 Town Garage Site
Town of New Glarus, Wisconsin

Dear Chris:

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

I. PROJECT UNDERSTANDING

The project involves the construction of a new Town Garage building and supporting infrastructure on the Town Park property along STH 39. The Town has contemplated a Town Garage, Town Hall, material storage, and stormwater management facilities on part of the site. Creation of multiple residential lots is also contemplated.

II. SCOPE OF SERVICES

A. General

Consultant shall provide schematic layouts of the site for a 60 x 90 enclosed building to house vehicles, bunker areas for material storage, the addition of a Town Hall, parking facilities, and stormwater facilities as required to meet current Wisconsin DNR Standards.

B. Specific Services Provided by Consultant

1. **Topographic Site Map:** A topographic site map shall be completed over the area identified on the attached Exhibit A. The topographic site map shall depict the following items:
 - a) Substantial, visible, above-ground structures and improvements, including any existing buildings and driveways lying within the exterior boundaries of the subject site.
 - b) Trees larger than 12" diameter at breast height (dbh).
 - c) Utilities shall be shown as located in the field by Digger's Hotline. The size and invert elevation of storm sewers shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size

and invert elevations shall be shown based on available record drawings.

- d) The location of private utilities that are not within the standard scope of what would be marked as part of a diggers hotline locate request is not included in the scope. Client shall request private utility locates, if desired. Consultant shall coordinate this work as an additional service.
- e) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.
- f) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).
- g) Improvements lying within the right-of-way of STH 39 immediately adjacent to the parcels surveyed shall be located. Improvements will include, but are not limited to, sidewalk, pavement, curb & gutter, curb cuts, utilities, utility poles, utility pedestals and signs.

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

- 2. **Schematic Design (SD)**: Consultant shall prepare a Schematic Design Site Plan to represent the desired site concepts. Consultant anticipates creation of up to 3 potential site layout plans depicting the Town garage, parking and material storage, and residential lot layouts. This includes existing conditions, general locations of proposed buildings, roads, driveways, parking lots, grading, and stormwater management facilities. The layouts developed will be presented to the Town Parks, Plan Commission and Town Board for review and comment.
- 3. **Design Development (DD)**: Based on the site plan approved by the Client from the SD phase, Consultant shall prepare the DD drawings. The intent is that the plans will be provided to Client to build initial infrastructure (access, stormwater management, parking) in advance of building construction. Consultant shall prepare the following plans:
 - a) **Demolition Plan**: A demolition plan shall be prepared to include existing site features to be removed, deconstructed, and demolished. The scope does not include the preparation of the reuse and recycling plan or any other plans or permit approvals associated with demolition.
 - b) **Site Plan**: Site plan shall be prepared based on the schematic site plan provided or approved by Client during the SD phase. The site plan shall dimensionally show the proposed buildings, roads, driveways, parking lots, grading, stormwater management and amenities such as trash enclosures, retaining walls, etc. Retaining wall design is not included in the scope of this agreement. ADA parking stalls shall be added to comply with Department of Justice 2010 standards based on the number of stalls added to this site. All site features required by the Client shall be provided to Consultant a minimum of five days prior to all submittal deadlines.

- c) Grading and Erosion Control Plan: A grading and erosion control plan shall be prepared to include existing and proposed contours, and other features necessary to depict the existing and proposed drainage conditions. Building exposure elevations, including all floor elevations, and the location of accessible routes shall be provided to Consultant.
 - d) Stormwater Management Plan: A stormwater management report shall be prepared to address Wisconsin DNR stormwater management requirements. Stormwater management plan shall include completing the calculations associated with the stormwater runoff in combination with the proposed controls to meet the regulatory requirements. Stormwater facilities that are required to meet the performance standards will be incorporated into the grading plan as necessary. A Stormwater report and draft maintenance agreement are included in this task.
 - e) Wet Utility Plan: Wet utility plans shall be prepared to show the location of the required storm sewer facilities including the type and location of all appurtenant components of each utility. Fire flow and sewer capacity calculations are not anticipated in scope.
 - f) Geotechnical Coordination: Soil test pits are required to complete the stormwater management design. Consultant shall coordinate with a Geotechnical sub consultant to perform onsite soil test pit evaluations. If requested, this shall include coordinating with the Geotechnical sub consultant to perform soil borings to determine the soil characteristics for use by others for the building or other structural design components. A map shall be prepared showing the suggested test pit and boring locations and depth of boring required with input from Client. Consultant will seek to obtain quotes from one or more Geotechnical firms. Client or Owner shall contract directly with Geotechnical firm.
 - g) Meetings: This item includes attendance at three Town meetings and one public hearing. If additional meetings are required, they shall be completed on a time and expense basis.
4. **Construction Documents**: Upon conditional approval by the Town, the plans shall be finalized including spot grades, rim grades, invert grades, and the types of materials to be used. Necessary detail drawings shall be prepared at this time. This item shall include addressing relevant comments from the regulatory agencies. Upon completion of this item, plans shall be ready to be issued for construction. An opinion of probable cost for the proposed improvements is included in the scope
5. **Preparation of Permit Applications**: Consultant shall prepare and submit the following permit applications:
- Wisconsin Department of Natural Resources (WDNR) Water Resources Application for Project Permits (WRAPP).
 - Department of Safety and Professional Services (DSPS) Exterior Plumbing Review for Infiltration (if Required)

All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the

Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

C. Additional Services if Requested by Client

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

1. **Site Plan Revisions:** During the design phase of the project, revisions to the site layout may lead to additional drafting and engineering design. Any revisions to the plans beyond what is included in the scope above shall be invoiced on a time/expense basis after receiving authorization from the Client.
2. **Easement Documents:** The proposed development may require the creation of new easements relating to stormwater, parking, ingress/egress, private utilities, or other rights. Consultant shall work with Client, Client's attorney, and Municipal staff to aid in the preparation of these easements. Deliverables by the Consultant may include legal descriptions and exhibit maps for inclusion in the easement documents. The proposed development may also require existing easements to be released and/or relocated. Consultant shall work with the Client, Client's attorney, and utility providers having the right to serve the area to aid in the preparation of the necessary documents. Fees for the preparation of easement exhibit maps and legal descriptions for the release of existing easements and/or the creation of new easements shall be completed on a time and expense basis.
3. **Construction Staking:** Consultant shall provide construction staking services for the project on an as-requested basis. This includes placement of red-tops / blue tops for subgrade and pavement grades, building staking, and staking for storm sewers, culverts, and stormwater management facilities.
4. **POWTS / Well Design:** Consultant shall provide design of the wastewater disposal system (POWTS) and well system for the site, including preparation of permit applications for the designed system. This assumes building water demand requirements are provided by the building plumbing designer. Test pits for system design will be required to complete this work. Permit application fees and separate subcontract for test pit soil evaluation are the responsibility of the Client.

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

III. INFORMATION PROVIDED BY OTHERS

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

- A. Architectural site plans (in AutoCAD) for specific building architecture to be incorporated into the site. Absent this, Consultant shall plan for building pads of the approximate dimensions mentioned in the scope above.
- B. Geotechnical Exploration Report

IV. SCHEDULE

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

<u>Activity</u>	<u>Date</u>
1. Authorization to Proceed -----	November 14, 2023
2. Topographic Survey-----	December 2023
3. Completion of Schematic Design-----	December 31, 2023

V. SCHEDULE OF DELIVERABLES

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

- A. Electronic (PDF) documents of SD, and DD Plans and Exhibits
- B. Electronic (PDF) documents of permit applications filed on behalf of the Client.

VI. DESIGNATION OF RESPONSIBLE PARTIES

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

Overall coordination and project supervision for Consultant is the responsibility of Timothy Schleeper, Project Manager. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Tim in our Madison office.

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

VII. FEES

A. The Fixed Fee to provide the scope of services described herein is as follows:

1. Topographic Survey	\$6,900
2. Schematic Design	\$7,900
3. Design Development Drawings.....	\$12,900
4. Construction Documents / Preparation of Permit Applications.....	\$7,800
	TOTAL: \$35,500

Additional Services if Requested or Required can be provided on a time and expense basis or by written contract amendment with fee. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

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

VIII. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

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

Sincerely,


Timothy Schleeper, Project Manager. He
Project Leader

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

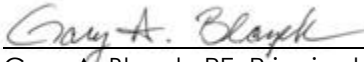
AUTHORIZATION TO PROCEED

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

Client

Consultant

Chris Narveson, Highway Commissioner
Town of New Glarus
26 5th Street
New Glarus, WI 53574



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

Date

November 13, 2023
Date

Witness



Witness

© Vierbicher Associates, Inc.

Legend

 Project Area

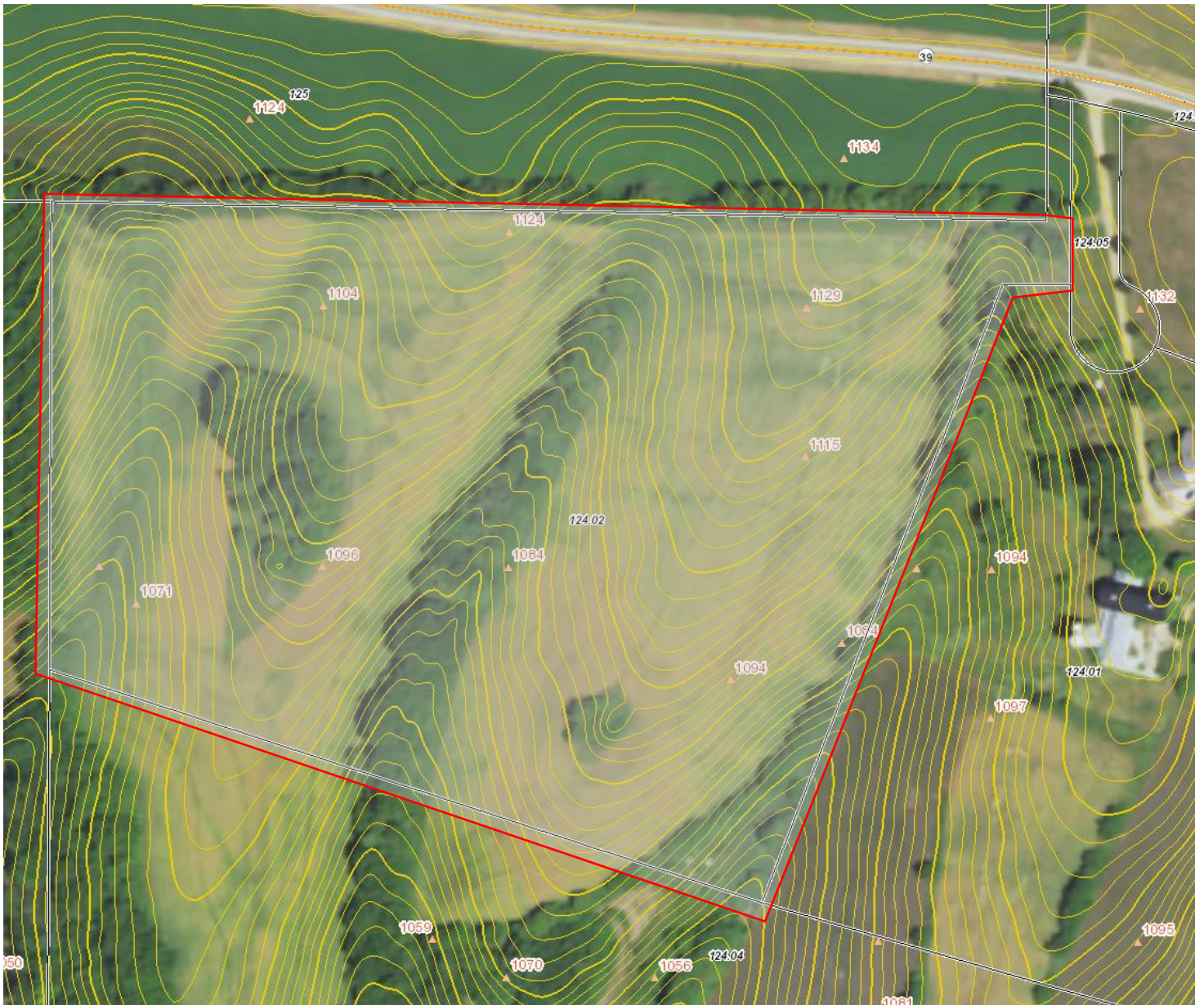


Exhibit A – Town of New Glarus

Town Garage Site – STH 39

November 13, 2023

vierbicher
planners | engineers | advisors



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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

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

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

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

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

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

8. Dispute Resolution

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

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

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

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

B. Client

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

C. Contractor

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

10. Limitations of Liability/Indemnity

A. Definitions:

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

B. Limitation of Liability

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

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

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

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

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

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

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

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

11. Betterment

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

12. Use of Documents

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

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

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

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

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

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

16. Approvals

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

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

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

19. No Express or Implied Warranty

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

20. Damages Waiver

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

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

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

A. For Cause

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

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

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

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

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

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

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

26. Controlling Laws

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

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

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



November 13, 2023

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

Re: Agreement for Engineering Consulting Services
Hayes Lane Reconstruction
Town of New Glarus, Wisconsin

Dear Chris:

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

I. PROJECT UNDERSTANDING

The project involves the reconstruction of Hayes Lane from the intersection with State Trunk Highway (STH) 39 to the platted cul-de-sac terminus. The project includes reconstructing the roadway to improve it to a section consistent with Town Road requirements. As part of this work, a section of widened roadway is being considered to facilitate parking for Community Park access. The existing driveway to the Hayes farmstead may be altered such that it meets the cul-de-sac terminus of Hayes Lane at a right angle.

Where appropriate, culverts will be included as part of the project to facilitate proper drainage. A drainage way exists along the western edge of the right-of-way. Drainage through this shall be considered to ensure storm sewer conveyance is adequately addressed.

The project will consist of widening an existing driveway into a wider rural cross-section, therefore, under NR 151, the project may require provisions for treating total suspended solids.

II. SCOPE OF SERVICES

A. General

Consultant shall provide engineering services for the above project. These services include preparation of engineering drawings and specifications, applying for regulatory agency approval, bidding and contract award, and Contract Administration.

B. Specific Services Provided by Consultant

Task 1 – Design Phase

1. Conduct a kick-off meeting with the Client to review project requirements and design considerations.

2. Complete a topographic site map that depicts existing features and conditions. The limits of the topographic site map shall extend 10' feet beyond each right-of-way and include existing surface features, utilities, roadway sections, and other elements that may affect the design. The Topographic site map shall include locating existing monumentation to the extent that said monumentation is in existence at the time the field work is completed. Consultant has not attempted to verify property boundaries and/or right-of-ways as a part of locating existing monumentation. Said monumentation may, or may not, represent actual property boundaries and or right-of-ways and does not constitute a property or right-of-way survey.

The topographic site map shall depict the following items:

- a) Features within the topographic site map limits include, but are not limited to, sidewalk, pavement, curb and gutter, curb cuts, driveways, utilities, utility poles, utility pedestals, utility structures, and signs.
- b) Substantial, visible, above-ground structures and improvements, including any existing buildings, driveways, and parking lots lying within the exterior boundaries of the subject site.
- c) Street trees and trees larger than 4" diameter at breast height (dbh).
- d) Utilities shall be shown based on field location by Digger's Hotline. The size and invert elevation of culverts shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size and invert elevations shall be shown based on available record drawings.
- e) The location of private utilities that are not within the standard scope of what would be marked as part of a diggers hotline locate request is not included in the scope. Client shall request private utility locates, if desired. Consultant shall coordinate this work as an additional service.
- f) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.
- g) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

3. Prepare a base map of the existing conditions for use in the design of the improvements.
4. Complete a preliminary design of the desired street and parking improvements. The preliminary design shall be used to identify any design challenges or limiting features affecting the design. The preliminary design shall be shared with Client

Staff to review prior to preparing the final design. Preliminary design shall be shared on an ongoing basis to discuss various elements as they become apparent. This scope includes up to two design phase meetings with Client as necessary.

5. Prepare a preliminary Opinion of Probable Cost based on the preliminary design for Client to evaluate budget considerations.
6. Determine potential conflicts between the proposed construction and existing dry utilities (gas, electric, communication, etc.)
7. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering.
8. Following a meeting with Client to review preliminary design plans, prepare final plans of the proposed improvements. Final plans shall include:
 - Title Sheet
 - Typical Sections and General Notes
 - Existing conditions
 - Legend and contact information
 - Plan and Profile Sheets
 - Cross sections at 50' intervals and driveways
 - Erosion Control Plan
 - Construction details per Town and/or regulatory standards
9. Prepare project bidding documents.
10. Update the Opinion of Probable Cost to reflect the final design and bid quantities.
11. Attend the following meetings:
 - Preliminary Design Review Meeting
 - Public Information Meeting
 - Town Board Meeting
12. Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:
 - WDNR Notice of Intent (Per NR 151.24(3))
 - WisDOT Work in Right-of-Way

All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

Task 2 – Bidding Phase

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.

2. Attend the bid opening and prepare a tabulation of the bids received.
3. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.
4. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

Task 3 – Contract Administration Phase

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary.
2. Construction Staking
 - a) Staking: Consultant shall provide one-time horizontal and vertical staking consisting of the following:
 - (1) Subgrade Staking: The subgrade elevation (for streets) shall be staked at 50' intervals along the alignment of the roadway. The offsets shall include a distance to the centerline and a cut/fill to the subgrade elevation.
 - (2) Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.
 - (3) Staking shall be completed at the request of Client provided a minimum of 48 hours notice is given.
 - (4) Staking assumes that the ground elevation shall be within 1-foot of the finished sub-grade elevation for each item to be staked and the site shall be free and clear of any obstructions that would prevent the stakes from being placed in the required locations.
 - (5) This contract assumes a one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.
3. Review contractor submitted pay applications and recommend action to the Client.
4. Review and make recommendations on contractor-requested change orders.
5. Provide general project management and coordination throughout construction.

Task 4 – Construction Observation

1. Provide a Project Representative (PR) to observe construction activities. The PR shall be on-site on an as-needed basis during construction. The presence of the PR shall not relieve the contractor of their obligations to conform to the

requirements of the agreement between the Owner and Contractor.

2. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

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

- A. Traffic counts or analysis to determine geometric design negotiations for property rights acquisitions or special assessments.

IV. INFORMATION PROVIDED BY OTHERS

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

- A. Record drawings within the project limits to the extent they exist.
- B. Existing soil conditions within the project limits.
- C. Input as to the desired typical section to be constructed and the parking configuration.

V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

Activity	Date
A. Award of Civil Design Contract.....	November 14, 2023
B. Field Data Collection	December, 2023
C. Preliminary Design	January, 2024
D. Present Plans at Public Meetings.....	February, 2024
E. Final Plans, Bidding Documents & Regulatory Submittals	March, 2024
F. Bid Process	April, 2024
G. Contract Award	April 2024
H. Construction Start.....	May 2024
I. Construction Complete.....	August 2024

VI. SCHEDULE OF DELIVERABLES

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

- A. NOI submittal (Per NR 151 , if required).
- B. Engineer's Opinion of Probable Cost prior to bidding.
- C. Bid tabulation.
- D. Hard copies of plans and specifications for bidding.
- E. Computerized (Microsoft Word, Excel, AutoCAD compatible) copy of plans, contract volume, cost estimate, and bid tabulation.

VII. DESIGNATION OF RESPONSIBLE PARTIES

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

Overall coordination and project supervision for Consultant is the responsibility of Timothy Schleeper, Project Manager. He, along with other personnel, shall provide the services required

for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Timothy Schleeper, Project Manager.

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

VIII. FEES

A. The fees to provide the scope of services described herein is summarized as follows:

1.	Tasks 1: Design Phase (Fixed Fee)	\$20,300
2.	Task 2: Bidding Phase (Fixed Fee)	\$3,000
3.	Task 3: Contract Administration (Fixed Fee)	\$4,300
4.	Construction Observation (Estimate)*	\$1,700
	TOTAL	\$29,300

* This amount is based on 10 hours. If the project does not require 10 hours of effort, the amount will reflect actual hours at the rate of \$170 per hour. Observation will be charged for on-site time only. No travel time will be charged for the project.

B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

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

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

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

Sincerely,


Timothy Schleeper, Project Manager
Project Leader

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

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

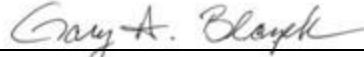
Client

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

Date

Witness

Consultant



Gary A. Blazek, PE, Principal
Vierbicher Associates, Inc.
201 E. Main St, Suite 100
Madison, Wisconsin 53717

November 13, 2023
Date



Witness

© 2023 Vierbicher Associates, Inc.

Legend

 Project Area



Exhibit A – Town of New Glarus

Hayes Lane Reconstruction

November 13, 2023

vierbicher
planners | engineers | advisors



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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

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

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

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

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

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

8. Dispute Resolution

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

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

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

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

B. Client

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

C. Contractor

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

10. Limitations of Liability/Indemnity

A. Definitions:

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

B. Limitation of Liability

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

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

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

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

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

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

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

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

11. Betterment

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

12. Use of Documents

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

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

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

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

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

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

16. Approvals

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

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

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

19. No Express or Implied Warranty

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

20. Damages Waiver

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

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

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

A. For Cause

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

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

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

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

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

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

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

26. Controlling Laws

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

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

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

Town of New Glarus
Green County, WI
RESOLUTION 22-12-31
2023 BUDGET AMENDMENTS

WHEREAS, the Town Board of the Town of New Glarus adopted a budget for the Town of New Glarus on November 9, 2022 for calendar year 2023, that appropriated the necessary funds for Town operations and administration; and

WHEREAS, the Town of New Glarus staff has further reviewed the 2023 budget and determines it is in the best interest of the Town of New Glarus to amend the 2023 operational budget as provided on Exhibit A attached hereto; and

WHEREAS, Wis. Stats. §65.90(5)(a) requires the approval of two-thirds of the members of the Town Board to amend an adopted budget; and

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of New Glarus that the budget amendments in Exhibit A are appropriated for the year 2023 as stated.

Approved and signed on November 14, 2023.

By: _____
Chris Narveson, Town Chair

Witnessed By: _____
John Wright, Clerk-Treasurer

Matt Streiff, Town Supervisor

Troy Pauli, Town Supervisor

Jim Hoesly, Town Supervisor

Robert Elkins, Town Supervisor

Exhibit A
2023 Budget Amendments

Budget Amendment Table

Revenue / Source

Account	Source	Approved Budget	Change	Amended Budget	
Intergovernmental					
43531 LRIP/TRIP	Bridge Aid	\$ -	\$ 1,670.50	\$ 1,670.50	
43620 In Lieu of Taxes on State Conservation Lands	WI DNR	\$ -	\$ 1,336.83	\$ 1,336.83	
	Total amendment			\$ 3,007.33	
Licenses and Permits					
44400-01 Land Division Plan Review	Sundry applicants	\$ 2,000.00	\$ 2,779.62	\$ 4,779.62	Apply \$2,779.62 change towards Planning Consultant expenses
	Total amendment			\$ 4,779.62	
Miscellaneous Charges					
48110 Interest Income		\$ 3,000.00	\$ 32,350.19	\$ 35,350.19	Will continue to increase until 12/31/2023; use change of \$32,350.19 to pay identified expenses below
48200-01 Rental Income for W6599 STH 39	Joseph Hartwig	\$ -	\$ 3,500.00	\$ 3,500.00	Apply towards W6599 STH 39 maintenance
48900 Other Miscellaneous Revenues	Sale of W6599 STH 39 farmette	\$ -	\$ 556,061.91	\$ 556,061.91	
	Refund from Joel Hedeman	\$ -	\$ 500.00	\$ 500.00	
	Refund from Haffner (return of tax credit)	\$ -	\$ 3,753.09	\$ 3,753.09	
	Lease of ag land	0	\$ 6,500.00	\$ 6,500.00	Apply towards W6599 STH 39 maintenance
	Total amendment			\$ 605,665.19	
	Net change to revenue		\$ 608,452.14	\$ 613,452.14	

Expenditure / Use

Account	Approved Budget	Change	Amended Budget	
General Government				
51300 Legal Consultant				
51300-02 Planning consultant	\$ 18,000.00	\$ 13,629.50	\$ 31,629.50	Apply \$15,347 Impact Fees towards (more costs arriving); apply overage for Planning Consultant income
51400 General Administrative				
51400-01 Office Equipment	\$ 1,000.00	\$ (1,000.00)	\$ -	Apply towards Office Supplies
51400-02 Office Supplies	\$ 3,500.00	\$ 1,000.00	\$ 4,500.00	
51400-03 Software Maintenance Agreements	\$ 4,200.00	\$ 1,658.37	\$ 5,858.37	Apply interest income overage
51400 Election Wages	\$ 2,500.00	\$ (800.00)	\$ 1,700.00	Apply towards election dinners/expenses
51400-02 Election Dinner/Expenses	\$ 1,100.00	\$ 800.00	\$ 1,900.00	
51520 Clerk-Treasurer Salary	\$ 51,231.00	\$ 2,000.00	\$ 53,231.00	
51520-01 Clerk-Treasurer Overtime	\$ 1,000.00	\$ (1,000.00)	\$ -	Apply towards Clerk-Treasurer Salary
51535 Other Financial Expenses				
51600-04 W6599 STH 39 Maintenance	\$ -	\$ 18,077.11	\$ 18,077.11	Apply rental and lease income of \$10,000; rest from interest income overage (\$8,077.11)
51600-05 W6599 STH 39 Utilities	\$ -	\$ 215.35	\$ 215.35	Apply interest income overage
51620 Summer Help Payroll	\$ 1,000.00	\$ (1,000.00)	\$ -	Apply towards Clerk-Treasurer Salary
51910 Illegal Taxes, Tax Refunds & Uncollectible Taxes, Special Assessments	\$ -	\$ 15,499.62	\$ 15,499.62	Distributed from Impact Fees transferred into GF
51980 Other General Government				
51980-01 Recodification	\$ 3,000.00	\$ 530.00	\$ 3,530.00	Apply interest income overage
53311-01 Patrolman Payroll	\$ 61,524.00	\$ 5,000.00	\$ 66,524.00	Apply overtime to salary
53311-011 Patrolman Overtime	\$ 5,000.00	\$ (5,000.00)	\$ -	
53311-02 Snowpatrol Salary	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00	Apply driving incentive
53312-011 Snowpatrol driving incentive	\$ 1,000.00	\$ (1,000.00)	\$ -	
53311-40 Road Maintenance	\$ 150,000.00	\$ 20,000.00	\$ 170,000.00	Apply \$20,000 from assigned fund balance
	Net change to expenses	\$ 69,609.95	\$ 376,664.95	

Durst Road Trail projected expenses; how paid

DNR Grant	\$ 45,000	
Impact Fees	\$ 20,000	
Park Sinking Fund	\$ 55,000	
Unassigned Fund Balance	\$ 15,190	remainder if needed
	<u>\$ 135,190</u>	

Change in interest towards expenses total
\$ 17,680.83

Budget amendment - use of fund balance:

Restricted - Impact Fees	\$ 15,347
Assigned - road work (maintenance)	\$ 20,000
Total	\$ 35,347

Town of New Glarus
Budget vs. Actuals: 2023 - FY23 P&L
 January - December 2023

	Total					Actual	Budget	Over/Under
	Actual	Budget	over Budget	% of Budget				
Income								
41110 General Property Taxes	854,677.36	880,343.00	-25,665.64	97.08%				
41113 Delinquent Personal Property Taxes Retained	11.42		11.42					
41116 Lottery Tax Collection IN/OUT	25,686.33		25,686.33		taxes	\$ 880,375.11	\$ 880,343.00	\$ 32.11
41150 MFL Taxes - during Feb Settlement	2,430.92	0.00	2,430.92					
41300 Payments in lieu of taxes	1,181.30	1,300.00	-118.70	90.87%	other taxes	\$ 2,430.92	\$ 1,300.00	\$ 2,430.92
41801 Personal Property Tax Interest	475.54	476.00	-0.46	99.90%				
43410 State Shared Revenue	1,461.62	9,774.00	-8,312.38	14.95%	September 15, 2023 Revised Estimate is \$19,021.27; likely error			
43420 Fire Insurance 2%	10,547.62	8,946.00	1,601.62	117.90%				
43430 Exempt Computer Aid	56.12	56.00	0.12	100.21%				
43531 State Grant - State Transportation Aid	119,875.40	119,860.00	15.40	100.01%				
43534 LRIP/TRIP	1,670.50		1,670.50		Bridge Aid			
43545 State Grant - Recycling	1,002.14	1,001.00	1.14	100.11%				
43610 Payments for Municipal Services	50.30	160.00	-109.70	31.44%				
43620 In Lieu of Taxes on State Conservation Lands	1,336.83		1,336.83					
43720 Green County Matching Funds	2,000.00	2,000.00		100.00%				
43650 MFL From DNR - After Feb Settlement	87.77		87.77		Intergovernmental	\$ 139,745.14	\$ 143,573.00	\$ (3,827.86)
44110 Liquor, Beer, Malt, & Cigarette License	317.00	450.00	-133.00	70.44%	Final shared revenue payment of \$7,681.03 November 20, 2023; see revision above			
44113 Soda License	20.00	20.00	0.00	100.00%				
44210 Dog License Fee IN/OUT	-11.50	220.00	-231.50	-5.23%				
44310 Building Permits	17,412.52	16,000.00	1,412.52	108.83%				
44400 Zoning Permits & Fees			0.00					
44400-01 Land Division Plan Review	4,779.62	2,000.00	2,779.62	238.98%				
Total 44400 Zoning Permits & Fees	\$ 4,779.62	\$ 2,000.00	\$ 2,779.62	238.98%				
44900 Other Regulatory Permits & Fees			0.00					
44900-02 Driveway Permits	3,000.00	2,000.00	1,000.00	150.00%				
44900-03 Impact Fees	17,810.00	14,248.00	3,562.00	125.00%				
Total 44900 Other Regulatory Permits & Fees	\$ 20,810.00	\$ 16,248.00	\$ 4,562.00	128.08%	Licenses and Permit	\$ 43,327.64	\$ 34,938.00	\$ 8,389.64
46310 Highway Maintenance Services	2,288.50		2,288.50					
46310-12 Sale of Culverts/Guardrails	10,901.40	1,500.00	9,401.40	726.76%				
Total 46310 Highway Maintenance Services	\$ 13,189.90	\$ 1,500.00	\$ 11,689.90	879.33%				
46420-00 Garbage and refuse collection	116,768.96	109,387.00	7,381.96	106.75%				
46900 Other Public Charges for Services			0.00					
46900-01 Special Assessment Search	725.00	400.00	325.00	181.25%				
Total 46900 Other Public Charges for Services	\$ 725.00	\$ 400.00	\$ 325.00	181.25%	Charges for Services	\$ 130,683.86	\$ 111,287.00	\$ 19,396.86

48200 - Town Hall Rental Income	0.00		0.00	
48200-01 - Rental Income for W6599 County Road 39	0.00		0.00	
48200-01 - Rental Income for W6599 State Road 39	3,500.00		3,500.00	
Total 48200 - Town Hall Rental Income	\$ 3,500.00	\$ 0.00	\$ 3,500.00	
48900 Other Miscellaneous Revenues	569,332.34		569,332.34	
48920 Tree Sale	153.00		153.00	
Total 48900 Other Miscellaneous Revenues	\$ 569,485.34	\$ 0.00	\$ 569,485.34	
Total Income	\$ 1,767,548.01	\$ 1,168,141.00	\$ 599,407.01	151.31%
Gross Profit	\$ 1,767,548.01	\$ 1,168,141.00	\$ 599,407.01	151.31%
Expenses				
51100 Legislative (board)			0.00	
51100-01 Association Dues	1,254.95	1,400.00	-145.05	89.64%
51100-02 Printing & Publication	829.81	750.00	79.81	110.64%
Total 51100 Legislative (board)	\$ 2,084.76	\$ 2,150.00	-\$ 65.24	96.97%
51110 Board Salaries		14,856.00	-14,856.00	0.00%
51110-02 Board Workshops	90.00	500.00	-410.00	18.00%
51110-03 Board Travel Expenses	75.33	200.00	-124.67	37.67%
5111001 51110-01 Board Per Diem	0.00	4,500.00	-4,500.00	0.00%
Total 51110 Board Salaries	\$ 165.33	\$ 20,056.00	-\$ 19,890.67	0.82%
51120 51120 Plan Commission Per Diem		3,120.00	-3,120.00	0.00%
51120-01 Plan Commission Travel Expense	30.00		30.00	
Total 51120 51120 Plan Commission Per Diem	\$ 30.00	\$ 3,120.00	-\$ 3,090.00	0.96%
51300 Legal Consultant	2,100.00	13,000.00	-10,900.00	16.15%
51300-01 Audit/Budget	16,930.00	15,000.00	1,930.00	112.87%
51300-02 Planning Consultant	31,629.50	18,000.00	13,629.50	175.72%
51300-06 Enineeering and Plan Development		1,500.00		
Total 51300 Legal Consultant	\$ 50,659.50	\$ 46,000.00	\$ 4,659.50	110.13%
51400 General Administrative	98.00		98.00	
51400-01 Office Equipment		1,000.00	-1,000.00	0.00%
51400-02 Office Supplies	4,954.73	3,500.00	1,454.73	141.56%
51400-03 Software Maintenance Agreements	5,799.37	4,200.00	1,599.37	138.08%
Total 51400 General Administrative	\$ 10,852.10	\$ 8,700.00	\$ 2,152.10	124.74%
51440 Election Wages	1,638.33	2,500.00	-861.67	65.53%
51440-02 Election Dinner/Expenses	2,236.17	1,100.00	1,136.17	203.29%
Total 51440 Election Wages	\$ 3,874.50	\$ 3,600.00	\$ 274.50	107.63%
51520 51520 Clerk-Treasurer Salary	52,374.36	51,231.00	1,143.36	102.23%
51520-01 Clerk-Treasurer Overtime		1,000.00	-1,000.00	0.00%
51520-02 Clerk-Treasurer Education	20.00	800.00	-780.00	2.50%
51520-03 Clerk-Treasurer Travel Expense		400.00	-400.00	0.00%
51520-04 Clerk-Treasurer WRS	3,166.67	3,236.00	-69.33	97.86%
51520-05 Clerk-Treasurer Health Insurance	19,717.74	21,389.00	-1,671.26	92.19%
51520-06 Clerk-Treasurer Life Insurance	353.27	374.00	-20.73	94.46%

Miscellaneous	\$ 572,985.34	\$ -	\$ 572,985.34
Totals Check	\$ 1,769,548.01	\$ 1,171,441.00	\$ 599,407.01

\$16,195 projected YE Board salaries + per diem

\$2,885 projected YE Plan Comm per diems

**Some costs associated with PW facility and STH 39 trail
Park Commission may take \$3,700 from their budget for K-N Grant application**

Revisions to CORP, special meetings, sale of W6599 STH 39 property, etc.

51520-07 Clerk-Treasurer Mileage		350.00	-350.00	0.00%
Total 51520 51520 Clerk-Treasurer Salary	\$ 75,632.04	\$ 78,780.00	-\$ 3,147.96	96.00%
51525 Tax Collection Contract	2,038.39	2,000.00	38.39	101.92%
51530 Assessor Salary/Contract	6,875.00	8,000.00	-1,125.00	85.94%
51535 Other Financial Expenses			0.00	
51600-02 Town Hall Utilities	5,467.52	6,100.00	-632.48	89.63%
51600-03 Town Hall Maintenance	2,691.98	3,000.00	-308.02	89.73%
51600-04 W6599 STH 39 Maintenance	18,077.11		18,077.11	
51600-05 W6599 STH 39 Utilities	215.35		215.35	
Total 51535 Other Financial Expenses	\$ 26,451.96	\$ 9,100.00	\$ 17,351.96	290.68%
51620 Summer Help Payroll		1,000.00	-1,000.00	0.00%
51910 Illegal Taxes, Tax Refunds & Uncollectible Taxes, Special Assessments	15,499.62		15,499.62	
51932 WRK/BOP Insurance	117.00	14,000.00	-13,883.00	0.84%
51938 Bonds - Clerk, Blanket, Notary	364.00	390.00	-26.00	93.33%
51980 Other General Government	0.00		0.00	
51980-01 Recodification	3,530.00	3,000.00	530.00	117.67%
51980-02 Website	772.56	1,200.00	-427.44	64.38%
Total 51980 Other General Government	\$ 4,302.56	\$ 4,200.00	\$ 102.56	102.44%
52200 Fire Protection	71,744.54	70,143.00	1,601.54	102.28%
52200-01 Fire Maintenance	49.00		49.00	
Total 52200 Fire Protection	\$ 71,793.54	\$ 70,143.00	\$ 1,650.54	102.35%
52300 EMS	28,888.93	28,645.00	243.93	100.85%
52400 Building inspection	13,710.70	15,200.00	-1,489.30	90.20%
52900 Other Public Safety		300.00	-300.00	0.00%
53270 Town Garage			0.00	
53270-01 Garage Maintenance	76.98	1,200.00	-1,123.02	6.42%
53270-02 Garage Utilities	3,632.53	5,500.00	-1,867.47	66.05%
Total 53270 Town Garage	\$ 3,709.51	\$ 6,700.00	-\$ 2,990.49	55.37%
53311 Hwy & Street Admin (Local)	1,196.89	3,000.00	-1,803.11	39.90%
53311- 92 Road Maintenance - Zentner Road	20,252.63		20,252.63	
53311-00 Highway and Street Maintenance		2,500.00		
53311-03 Patrolman Education		500.00	-500.00	0.00%
53311-08 Drug Screening/Physical	225.00	250.00	-25.00	90.00%
53311-20 Equipment Repairs	3,839.98	7,200.00	-3,360.02	53.33%
53311-21 Fuel, Oil, Etc	13,429.02	13,500.00	-70.98	99.47%
53311-22 Equipment - Tires	552.63	5,000.00	-4,447.37	11.05%
53311-23 Tree Trimming	3,382.46	10,000.00	-6,617.54	33.82%
53311-26 Green County Matching	-2,000.00	2,000.00	-4,000.00	-100.00%
53311-30 Gravel	2,869.84	12,000.00	-9,130.16	23.92%
53311-31 Sand & Salt	18,803.40	18,000.00	803.40	104.46%
53311-32 Black/Coldpatch	8,568.24	500.00	8,068.24	1713.65%
53311-33 Road Signs	586.01	1,400.00	-813.99	41.86%

Bill will come at end of year

General Government \$ 198,946.76 \$ 201,096.00 \$ (1,149.24)
\$218,026.76 with Board salary & Board and Plan Per Diems projected

Public Safety \$ 114,393.17 \$ 114,288.00 \$ 105.17

53311-34 Culverts/Endcaps	502.16	3,500.00	-2,997.84	14.35%
53311-40 Road Maint - 2nd St		150,000.00	-150,000.00	0.00%
53311-44 Road Main - Ashley Ln	5,352.02		5,352.02	
53311-46 Road Main - Dean Ln	7,156.15		7,156.15	
53311-48 Road Main - Durst Rd	38,640.18		38,640.18	
53311-51 Road Main - Farmers Grove	26,035.95		26,035.95	
53311-59 Road Maintenance - Kempfer Lane	8,019.32		8,019.32	
53311-61 Road Maintenance - Klassy Road	32,373.90		32,373.90	
53311-65 Road Maintenance - Legler Valley Road	49.45		49.45	
53311-67 Road Maintenance - Marty Rd	30.95		30.95	
53311-77 Road Maintenance - Primrose Center Road	10,307.68		10,307.68	
53311-88 Road Maintenance - Village View Circle	323.12		323.12	
53311-93 Road Maintenance - Dahlk Road	4,028.14		4,028.14	
53311-99 Road Maintenance Klitzke Road	1,760.96		1,760.96	
5331101 53311-01 Patrolman Payroll	60,008.20	61,524.00	-1,515.80	97.54%
53311-011 Patrolman Overtime		5,000.00	-5,000.00	0.00%
53311-013 Patrolman WRS	3,642.81	3,886.00	-243.19	93.74%
53311-014 Patrolman Health Insurance	19,717.74	21,389.00	-1,671.26	92.19%
53311-015 Patrolman Life Insurance	401.06	438.00	-36.94	91.57%
Total 5331101 53311-01 Patrolman Payroll	\$ 83,769.81	\$ 92,237.00	-\$ 8,467.19	90.82%
5331102 53311-02 Snowpatrol Salary	4,205.08	3,000.00	1,205.08	140.17%
53312-011 Snowpatrol Driving Incentive		1,000.00	-1,000.00	0.00%
Total 5331102 53311-02 Snowpatrol Salary	\$ 4,205.08	\$ 4,000.00	\$ 205.08	105.13%
Total 53311 Hwy & Street Admin (Local)	\$ 294,260.97	\$ 323,087.00	-\$ 28,826.03	91.08%
53315 Vierbecher (Road & Highway Construction)	3,005.38	6,500.00	-3,494.62	46.24%
53420 Street Lighting	292.23	500.00	-207.77	58.45%
53620 Refuse & Garbage Collection	69,256.77	76,228.00	-6,971.23	90.85%
53635 Recycling	25,682.44	35,360.00	-9,677.56	72.63%
53640 Weed & Nuisance Control	155.02	1,000.00	-844.98	15.50%
Public Works	\$ 396,362.32	\$ 449,375.00	\$ (53,012.68)	
57000 Capital Outlay - Town Hall	0.00	2,000.00	-2,000.00	0.00%
57190 Other General Government Outlay				
57199 Impact Fee Capital	0.00	14,248.00	-14,248.00	
57324 Hwy Equipment Capital Outlay	2,220.00		2,220.00	
Capital Outlay	\$ 2,220.00	\$ 2,000.00	\$ 220.00	
57620 Parks		15,000.00	-15,000.00	0.00%
57620-03 Parks Workshops	1,007.27		1,007.27	
57620-05 Parks Printing	374.62		374.62	
57620-12 Town Hall Beautification	149.70		149.70	
Total 57620 Parks	\$ 1,531.59	\$ 15,000.00	-\$ 13,468.41	10.21%
58100 Principal	-316,862.04		-316,862.04	
58100-04 Principal Account 15201775		358,176.00	-358,176.00	0.00%

**Additional 2023 mailer and per diems estimated to increase expenses to \$5,670.59
Park Commission may agree to pay K-N Grant Application costs of \$3,700**

Culture, Rec, Ed \$ 1,531.59 \$ 15,000.00 \$ (13,468.41)

Total 58100 Principal	-	\$ 316,862.04	\$ 358,176.00	-	\$ 675,038.04	-88.47%
58221 Interest charges			40,947.00		-40,947.00	0.00%
58290 Other Interest & Fiscal Charges (late fees)		341,009.82			341,009.82	
58293 Reimbursements		339.57			339.57	
5829301 Phone Reimbursement		416.32	696.00		-279.68	59.82%
Total 58293 Reimbursements	\$	755.89	\$ 696.00	\$	59.89	108.60%
Payroll Expenses					0.00	
Company Contributions					0.00	
Health Insurance		0.00			0.00	
Retirement		0.00			0.00	
Total Company Contributions	\$	0.00	\$ 0.00	\$	0.00	
Taxes		0.00			0.00	
Total Payroll Expenses	\$	0.00	\$ 0.00	\$	0.00	
Uncategorized Expense		0.00			0.00	
Total Expenses	\$	738,357.51	\$ 1,181,578.00	-	443,220.49	62.49%
Net Operating Income	\$	1,029,190.50	-	\$ 13,437.00	\$ 1,042,627.50	-7659.38%
Other Income						
48110 Interest Income		35,350.19	3,000.00		32,350.19	1178.34%
Total Other Income	\$	35,350.19	\$ 3,000.00	\$	32,350.19	1178.34%
Net Other Income	\$	35,350.19	\$ 3,000.00	\$	32,350.19	1178.34%
Net Income	\$	1,064,540.69	-	\$ 10,437.00	\$ 1,074,977.69	-10199.68%

Friday, Nov 10, 2023 09:27:05 AM GMT-8 - Accrual Basis

Debt Service \$ 24,147.78 \$ 399,123.00 \$ (374,975.22)

Total Check \$ 737,601.62 \$ 1,180,882.00 \$ (442,280.38)

Interest Income \$ 35,350.19 \$ 3,000.00 \$ 32,350.19

Total Revenue Above \$ 1,804,898.20 \$ 1,174,441.00 \$ 631,757.20
Total Revenue Per 2023 Budget \$ 1,173,141.00
Difference \$ 1,300.00 net of \$2498 and \$2000 above

Total Expenditures Above \$ 737,601.62 \$ 1,180,882.00 \$ (442,280.38)
Total Exp Per 2023 Budget \$ 1,199,826.00
Difference \$ (18,944.00) below

Board FICA	\$	1,056.00	
51300-06	\$	1,500.00	
53311-00	\$	2,500.00	
53311-04	\$	696.00	
53311-30	\$	10,000.00	\$12,000 not \$2,000
Impact Fees	\$	14,248.00	
	\$	<u>30,000.00</u>	

MUNICIPALITY	PARCEL NUMBER	NAME	TAX YEAR	AMOUNT DUE
23024	00070001	SOIL ESSENTIALS	2011 \$	153.91
23024	00050001	ATT CAPITAL SERVICES	2011 \$	20.37

TOWN OF NEW GLARUS Green
County, Wisconsin
(608) 558-4965

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: Ryan O'Flanagan

Address of New Driveway: Legler Valley Road

Name of Applicant: Ryan O'Flanagan Phone Number of Applicant: 608-239-8543

Date of Application: 3-24-2003 Contractor: Richard Alme

Date culvert will be installed _____

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 [Signature]
(Owner, Agent, Contractor)

Date 4-2-2003

Inspection Fee \$ 500.00 # 8853

Security Deposit: \$1,000 # 8854

Date of Receipt of Fee: 4/20/2023

Received By: [Signature]

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, (608) 558-4965. A non-refundable Five Hundred Dollar (\$500) Inspection Fee and a refundable One Thousand Dollar (\$1,000) security deposit must be posted before a permit will be issued.

Plan conforms with Town of New Glarus Driveway Ordinance: [Signature]
(Town Chair or designee)

Results of Inspection:

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 [Signature]
(Town Chair or Designee)

Date 10-19-2023

Signature _____
(Town Clerk)

Date _____

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: Keith + Ashley Rackett

Address of New Driveway: W 5946 Durst Road

Name of Applicant: Keith Rackett Signature of Applicant: Keith Rackett

Date of Application: 5/5/2022 Contractor: Anderson Carpentry

Date culvert will be installed 5/20/2022

Date six inches of aggregate rock will be laid down 5/22/2022

Date final application of two inches of gravel will be done 6/1/2022

Date erosion control will be finished 7/1/2022

Signature Keith Rackett
(Owner, Agent, Contractor)

Date 5/5/2022

Inspection Fee \$ 500⁰⁰ cash

Security Deposit: \$500⁰⁰ cash

Date of Receipt of Fee: 5/10/2022

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 Town Board. 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: [Signature]
(Town Chairman/Clerk)

An additional fee for culvert size will be charged

Results of Inspection:

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 [Signature]
(Town Board Chairman)

Date 10-19-2023

Signature _____
(Town Clerk)

Date _____



Town of New Glarus

Transaction Detail by Account

October 31 - November 14, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE	DEBIT
10000 DDA 2306 - 2 - 1								
11/14/2023	Bill Payment (Check)	21319	Blanchardville Co-op Oil Association		21000 Accounts Payable (A/P)	-588.70	-588.70	
11/14/2023	Bill Payment (Check)	21320	Computer Know How		21000 Accounts Payable (A/P)	-101.50	-690.20	
11/14/2023	Bill Payment (Check)	21321	Double D Services, Inc		21000 Accounts Payable (A/P)	-2,076.24	-2,766.44	
11/14/2023	Bill Payment (Check)	21322	Green County Solid Waste Management		21000 Accounts Payable (A/P)	-27.00	-2,793.44	
11/14/2023	Bill Payment (Check)	21323	Jason Neton		21000 Accounts Payable (A/P)	-29.45	-2,822.89	
11/14/2023	Bill Payment (Check)	21324	Keith or Ashley Rockett		21000 Accounts Payable (A/P)	-500.00	-3,322.89	
11/14/2023	Bill Payment (Check)	21325	MCHS Occupational Health		21000 Accounts Payable (A/P)	-40.00	-3,362.89	
11/14/2023	Bill Payment (Check)	21326	New Glarus Hardware		21000 Accounts Payable (A/P)	-54.96	-3,417.85	
11/14/2023	Bill Payment (Check)	21327	New Glarus Utilities		21000 Accounts Payable (A/P)	-313.11	-3,730.96	
11/14/2023	Bill Payment (Check)	21328	New Glarus Welding		21000 Accounts Payable (A/P)	-121.86	-3,852.82	
11/14/2023	Bill Payment (Check)	21329	News Publishing Co., Inc		21000 Accounts Payable (A/P)	-40.80	-3,893.62	
11/14/2023	Bill Payment (Check)	21330	Pellitteri Waste Systems		21000 Accounts Payable (A/P)	-9,571.72	-	
							13,465.34	
11/14/2023	Bill Payment (Check)	21331	Ryan or Danette O'Flanagan		21000 Accounts Payable (A/P)	-1,000.00	-	
							14,465.34	
11/14/2023	Bill Payment (Check)	21332	Securian Financial Group, Inc		21000 Accounts Payable (A/P)	-221.54	-	
							14,686.88	
11/14/2023	Bill Payment (Check)	21333	SSM Health Medical Group		21000 Accounts Payable (A/P)	-30.00	-	
							14,716.88	
11/14/2023	Bill Payment (Check)	21334	Visa		21000 Accounts Payable (A/P)	-647.97	-	
							15,364.85	
10/31/2023	Expense		Spectrum	SPECTRUM SPECTRUM 6853919	51535 Other Financial Expenses:51600-02 Town Hall Utilities	-257.95	-	
							15,622.80	
10/31/2023	Expense		Wisconsin Retirement System	EMPLOYEE TRUST FU WRS REMIT 0880000	21520 21520 Retirement Deductions Payable (WRS)	-1,671.65	-	
							17,294.45	
11/09/2023	Expense			CHECK 21307	10000 DDA 2306 - 2 - 1	12,776.60	-4,517.85	\$12,776.60
11/09/2023	Expense			CHECK 21307	10000 DDA 2306 - 2 - 1	-	-	
						12,776.60	17,294.45	
11/09/2023	Deposit				-Split-	1,525.00	-	\$1,525.00
							15,769.45	
11/10/2023	Expense		WE Energy	WE ENERGIES PAYMENT 070451995200001	51535 Other Financial Expenses:51600-02 Town Hall Utilities	-18.75	-	
							15,788.20	
11/10/2023	Expense		Organic Payroll	PAYROLLBILLING BILLING XXXXX6028	51400 General Administrative:51400-03 Software Maintenance Agreements	-59.00	-	
							15,847.20	
11/10/2023	Expense		WE Energy	WE ENERGIES PAYMENT 070451995200002	53270 Town Garage:53270-02 Garage Utilities	-12.43	-	
							15,859.63	
Total for 10000 DDA 2306 - 2 - 1						\$ -	\$14,301.60	
						15,859.63		

Town of New Glarus

Transaction List by Date October 31 - November 14, 2023

DATE	TRANSACTION TYPE	NUM	POSTING	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
11/14/2023	Bill Payment (Check)	21319	Yes	Blanchardville Co-op Oil Association		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-588.70
11/14/2023	Bill Payment (Check)	21320	Yes	Computer Know How		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-101.50
11/14/2023	Bill Payment (Check)	21321	Yes	Double D Services, Inc		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-2,076.24
11/14/2023	Bill Payment (Check)	21322	Yes	Green County Solid Waste Management		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-27.00
11/14/2023	Bill Payment (Check)	21323	Yes	Jason Neton		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-29.45
11/14/2023	Bill Payment (Check)	21324	Yes	Keith or Ashley Rockett		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-500.00
11/14/2023	Bill Payment (Check)	21325	Yes	MCHS Occupational Health		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-40.00
11/14/2023	Bill Payment (Check)	21326	Yes	New Glarus Hardware		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-54.96
11/14/2023	Bill Payment (Check)	21327	Yes	New Glarus Utilities		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-313.11
11/14/2023	Bill Payment (Check)	21328	Yes	New Glarus Welding		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-121.86
11/14/2023	Bill Payment (Check)	21329	Yes	News Publishing Co., Inc		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-40.80
11/14/2023	Bill Payment (Check)	21330	Yes	Pellitteri Waste Systems		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-9,571.72
11/14/2023	Bill Payment (Check)	21331	Yes	Ryan or Danette O'Flanagan		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-1,000.00
11/14/2023	Bill Payment (Check)	21332	Yes	Securian Financial Group, Inc		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-221.54
11/14/2023	Bill Payment (Check)	21333	Yes	SSM Health Medical Group		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-30.00
11/14/2023	Bill Payment (Check)	21334	Yes	Visa		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-647.97
10/31/2023	Expense		Yes	Spectrum	SPECTRUM SPECTRUM 6853919	10000 DDA 2306 - 2 - 1	51535 Other Financial Expenses:51600-02 Town Hall Utilities	-257.95
10/31/2023	Expense		Yes	Wisconsin Retirement System	EMPLOYE TRUST FU WRS REMIT 0880000	10000 DDA 2306 - 2 - 1	21520 21520 Retirement Deductions Payable (WRS)	-1,671.65
11/09/2023	Expense		Yes		CHECK 21307	10000 DDA 2306 - 2 - 1	10000 DDA 2306 - 2 - 1	-
11/09/2023	Deposit		Yes			10000 DDA 2306 - 2 - 1	-Split-	1,525.00
11/10/2023	Expense		Yes	WE Energy	WE ENERGIES PAYMENT 070451995200002	10000 DDA 2306 - 2 - 1	53270 Town Garage:53270-02 Garage Utilities	-12.43
11/10/2023	Expense		Yes	WE Energy	WE ENERGIES PAYMENT 070451995200001	10000 DDA 2306 - 2 - 1	51535 Other Financial Expenses:51600-02 Town Hall Utilities	-18.75
11/10/2023	Expense		Yes	Organic Payroll	PAYROLLBILLING BILLING XXXXX6028	10000 DDA 2306 - 2 - 1	51400 General Administrative:51400-03 Software Maintenance Agreements	-59.00

NOTICE OF SPRING ELECTION

Town of New Glarus
Tuesday, April 2, 2024

Election Details

There will be an election to be held in the Town of New Glarus, on Tuesday, April 2, 2024. The following offices are to be elected to succeed the present incumbents listed:

<u>Office</u>	<u>Incumbent</u>
Town Board 3 rd Supervisor	Jim Hoesly
Town Board 4 th Supervisor	Robert Elkins

Office Terms

All terms are for two years beginning on Tuesday, April 16, 2024.

For Candidates

The first day to circulate nomination papers is December 1, 2023, and the final day for filing nomination papers is 5:00 p.m., on Tuesday, January 2, 2024, in the office of the Town of New Glarus Clerk.

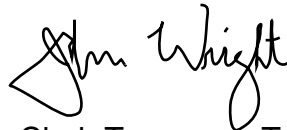
Primary Election

If a primary is necessary, the primary will be held on Tuesday, February 20, 2024.

Additional Information

Acceptable Photo ID will be required to vote at this election. If you do not have a photo ID, you may obtain a free ID for voting from the Division of Motor Vehicles.

Done in the Town of New Glarus,
on this 6th day of November, 2023.



John Wright
Clerk-Treasurer, Town of New Glarus

Published: November 23, 2023

TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, OCTOBER 19, 2023
MINUTES

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

Absent: John Freitag

Also Attending: John Wright: Clerk-Treasurer; Tim Schleeper: contract planner from Vierbicher; Randall Shotliff (departed at 6:35 PM): potential developer of STH 39 property; Kristin Vike-Steinich and Bob Steinich (departed around 7:15 PM): potential developers of Zentner Road 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 September 21, 2023, as presented, was made by Commissioner Ott; seconded by Commissioner Elkins. Motion carried 6-0.

3. **Review Richard and Mary Hefty Property Potential from October 13, 1997 to Present –** Clerk-Treasurer Wright presented a brief overview of the revision to the 2007 split calculation based upon a Plat of Survey received from Rob Sommers, GIS Specialist with Green County. Based upon the 1997 assessment roll, the total contiguous acres for Richard and Mary Hefty was 195.330. The 2007 Survey Plat acreage increased the total area contained by parcels 23024 0122.0000 and 23024 0150.0000 to 88.78 acres. Based upon this, the revised computation now assumes the starting contiguous acreage at date of ordinance as 200.653 acres.

The normal density calculation of large lots changed from 5.58 to 5.73. Both computations are rounded down to 5 large lots. There is an inherited open space restriction on the land purchased by Randall Shotliff due to the prior sale of 4 large lots with building sites. Each sale represents 35 acres of land required for normal density divisions. One sale exceeded 35 acres (Monroe Highfliers) so there is a small credit towards the open space obligation and another sale (Schmid) requires 29.40 acres of the remaining acreage to be deed restricted from residential or commercial development. The total amount of the restriction on the 88.78 acres purchased by Shotliff is 28.13, leaving 60.65 acres available for development.

Tim Schleeper observed that the original computation would have left 55.33 acres for development for one large lot or up to 4 cluster lots. The increase to 60.65 acres of land available for development does not change the number of lots by normal or cluster density. Schleeper stated that affidavits were filed by the Town with the Green County Register of Deeds between 2006 and 2007 to make land owners aware of the Town land division ordinance. The Town and Vierbicher have maintained records for land divisions to track development and to answer inquiries.

The current owner, Randall Shotliff petitioned for more flexibility to separate the four potential lots instead of adhering to the contiguity standard of a cluster division. Commissioner Ott responded that the cluster option was adopted in 1999 to encourage the consolidation of services. By splitting a cluster of four into two pairs, it does not adhere to this original concept or intent. The detached cluster option only applies when a homesite existed prior to the date of ordinance adoption: October 13, 1997. A lot in isolation is considered a normal density division and consumes 35 acres. A detached, normal density lot and three-lot cluster, therefore, would require 75 acres for development; there is only 60.65 available.

Schleeper noted that there has been a precedent for divided, but not developed property, to be acquired to bring under a single ownership to reflect the conditions as of October 13, 1997. In this situation, the property could be divided to the maximum density standard. At this time, the

TOWN OF NEW GLARUS

Town of New Glarus land division and subdivision code does not allow for the transfer of development rights.

4. **Inquiries Received by Town Staff:**

- a. Continued discussion re: development potential for property owned by Kristine Vike-Steinich – Ms. Vike-Steinich would like to sell the existing home and some land and to add to the existing horse stable a new home. She and her husband were wondering if that would be possible. She acknowledged that the Conditional Use Permit (CUP) to operate a riding arena, horse boarding facility, and offer riding lessons was transferred with the purchase of the property on November 30, 2022. The CUP is not currently being used. Clerk-Treasurer Wright reviewed the history of the property. The former owner, Gerald Torgeson, sold 91.50 of the 96.50 acres that were contiguous and under single ownership at date of ordinance to Jeff and Patricia Klossner in 2003. There was an existing home on the property (zoning permit issued in June of 1997), which consumed one large lot. The sale to the Anderson family in 2022 consumed another large lot. It would take 105 contiguous acres at date of ordinance under the same ownership for a third large lot. There followed a brief discussion regarding the development potential if the facilities under the transferred CUP were not operated as a business. The 24.23 acres sold to the Anderson family resulted in a deficit open space obligation on the remaining land of 10.77 acres. 61.5 acres of the 67.27 acres is available for development. The current calculation assumes that the home built in 1997 is on a large lot, which would consume 35 acres with a balance of 26.5 acres left for development. That is too little to divide again by large lot or cluster division. However, if the 61.5 acres available for development was subdivided under the cluster scenario and the CUP was rescinded, then there would be up to four cluster lots available, with the existing home on one of them. There followed a brief discussion about a proposed neighbor exchange with the Anderson family to alter the existing access. Provided there is a joint driveway easement agreement to guarantee access and maintenance of the shared access, the exchange would not create any new lots and would be recorded as a neighbor exchange, typically by Certified Survey Map.
- b. Update on Larry Disch inquiry about 72.71 acres within Village ETZ, A-T District – Clerk-Treasurer Wright reported that Mr. Disch was provided with the Plan Commission meeting minutes from September 21, 2023 to make him aware that his property within the A-T District of the Village of New Glarus Extraterritorial Zoning (ETZ) jurisdiction and may have only four residential lots available, instead of the usual five for a property of this size under the cluster scenario. Wright encouraged Mr. Disch to visit with the Village Administrator about his options.
- c. Inquiry from Garrison and Jane Ott re: development potential of 36.38 acre parcel with one existing home within the Village ETZ, A-P District – Wright reported that his initial contact was to confirm that the existing house could be replaced (around May 23, 2022). During a second inquiry (around September 1, 2023), Mr. Ott was made aware that the long driveway does not appear to conform to the current Town standards for a residential driveway if the home is replaced. A third inquiry (around September 25, 2023) was received from Jane Ott about the development potential of the property beyond the one existing house to be replaced. Wright's email response on September 24, 2023 reminded the Ott family about the likely need to improve the driveway to the current standard and to review the development potential within the A-P District of the Village ETZ jurisdiction. A link was sent to Ms. Ott to Chapter 36, the Town Driveway Ordinance, and Chapter 110, the Town Land Division/Subdivision Ordinance, and §305-110 of the Village ETZ ordinance for the A-P District and ETZ map. The email further stated that

TOWN OF NEW GLARUS

the 36.38 acres, defined as Lot 1 of CSM 1069, allows for one house since 40 acres is the minimum acreage to exercise the cluster scenario.

- d. Inquiry from Dave Lamp re: development potential of 42.39 acre parcel with one existing home – David Lamp, W6287 Legler Valley Road, contacted Wright by phone to ask about the remaining development potential of land that had been owned at date of ordinance by Andrew and Rose Leto. There is one normal density (large lot) available for the existing home or up to 3 lots under the cluster scenario. These basic facts were shared with the Lamp family by an email from Wright dated September 27, 2023.
- e. Inquiry from Margaret Howden re: remaining development potential of contiguous and non-contiguous acreage with one existing homesite an three lot cluster division – Wright reported that he initially shared with Ms. Howden, by email, all scanned records held by the Town on September 28, 2023. On October 2, 2023 and October 3, 2023, Wright sent additional information regarding the contiguous acreage at date of ordinance under single ownership, additional Certified Survey maps (CSMs), July 28, 2016 Town Plan Commission minutes (corrected on an unknown date), and a calculation of remaining development potential. Due to a neighbor exchange with Richard and Mary Hefty, the two histories are intertwined and complicated. The contiguous acreage, under single ownership at date of ordinance, was 90.345. Parcel 23024 0152.0100 of 2.2 acres was sold in 1999 prior to the adoption of the amendment to the land division/subdivision code, so is treated as a normal density division, resulting in a 32.8 acre open space obligation on the balance of the property.

In 2001, Howden swapped Lot 1 of CSM 3120 (35.53 acres) for Lot 3 of CSM 3120 (35.00 acres). Although this parcel (23024 150.2100, Lot 3 of CSM 3120) has not been developed, it has been treated as a normal density division for the sake of computing the remaining land division potential. It is assumed that the exchange of the two parcels included one building site. Lot 1 (parcel 23024 0152.7000) had a home built after Monroe Highfliers sold it to the Hubanks family. A three-lot cluster division was approved by the Town Board following a public hearing on September 13, 2016. Of the 34.79 acres sold, a 5.22 acre deed restriction was recorded on CSM 4995 that is outside of Lot 1, Lot 2, and Lot 3. Of the original 90.345 acres, approximately 15 acres is left for development, which is too little for a normal density or cluster division.

Howden has retained a pre-ordinance property defined as Lot 1 of CSM 574 that contains 67.72 acres. There is one existing home, which would consume the available lot according to normal density. If it is developed by cluster scenario instead, then the property would have up to five potential lots, one of which would contain the existing home and residential accessory structures. Lastly, Howden retains parcel 23024 0208.0000 that contains 40 acres. It was not contiguous with the other property at date of ordinance, so the development potential must be calculated separately. Howden will need to present a concept plan for the Plan Commission to review before any action can be taken.

5. **Discuss and Possibly Recommend to Town Board Approval of Impact Fee Update Agreement Amendment 1** – Tim Schleeper reported that the Need Study prepared by Barrientos Design and Consulting and acquisition of land by the Town for a park and public works facility in 2022 changed the focus of the original proposal by Vierbicher, approved by the Town Board on August 11, 2021. To make the proposed revisions in 2023 to Chapter 80 and to amend the Service Area Map, Vierbicher is requesting an amendment to the original contract price of \$7,200 to \$8,700. The Town has already paid \$3,500 of this cost.

TOWN OF NEW GLARUS

Motion to recommend to the Town Board approval of the Amendment number 1, as presented, to change the scope of the Impact Fee ordinance update was made by Commissioner Pernitz; seconded by Commissioner Elkins. Motion carried 6-0.

6. **Review Updated Development Checklist as Prepared by Tim Schleeper, Vierbicher, and Supply Feedback with Possible Changes and/or Motion to Recommend Approval by Town Board (if needed)** – Tim Schleeper stated that the checklist presented to the Commission at the July 21, 2022 meeting was focused upon divisions by Certified Survey Map (CSM). He presented an updated draft for consideration. Commissioner Pernitz noted that use of the term *populate* might be best substituted with another word or phrase. There followed a brief discussion regarding when appearances before the Plan Commission or inquiries would trigger charges for the person making an inquiry. Schleeper reasoned that if the Plan Commission takes no action, then the discussion is likely not subject to charges. Without objection, the checklist will be added to the November agenda for further consideration.
7. **Continue Review of Sample Driveway Ordinances that Have Provisions for Field Drive Access and Farm Drive/Commercial Access** – Commissioner Ott questioned whether the creation of a permitting process for field road access would improve the Town ability to collect for damages to public roads. Chair Narveson responded that the permit would allow the Town to have a contact for a particular access in the event there is damage to a public road at that location. It was noted that a permitting system cannot regulate random actions or willful illegal acts, but instead it would regulate recurring, legal use. There followed a brief discussion about how best to protect the edge of public roads from damage, including aprons with sufficient base materials and pads for loading semis. Without objection, the topic will be added to the next agenda for continued discussion.
8. **Continue to Discuss Town Process for Development Potential Questions** – Item 6, above, partially addressed this topic.
9. **Adjourn**
Motion to adjourn by Commissioner Elkins; seconded by Commissioner Pernitz. Motion carried 6-0 at 7:52 PM.

Approved:

John Wright, Clerk-Treasurer