

**TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, NOVEMBER 16, 2023, 6:00 PM
AGENDA**

Join by Zoom: <https://us06web.zoom.us/j/82001982566?pwd=OKWNEgpsOaFg8byzKSbSSGsLF6slbe.1>

Meeting ID: 820 0198 2566

Passcode: 455822

Dial by your location: 312 626 6799

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

DATE: Thursday, December 21, 2023
TIME: 6:00 PM

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

1. Call to Order/Confirm Proper Proof of Posting
2. Approve Minutes from November 16, 2023
3. Review Preliminary Plat for Talarczyk Subdivision of Property by Large Lot
4. Review Draft Master Park Plan with Possible Action to Recommend that the Town Proceed
5. Review Preliminary Public Facilities Planning from Vierbicher
6. Discuss the Possible Development of a Portal to be Hosted on the Green County GIS Database
7. Continue to 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)
8. Continue Review of Sample Driveway Ordinances that Have Provisions for Field Drive Access and Farm Drive/Commercial Access
9. Continue to Discuss Town Process for Development Potential Questions
10. Adjourn

Pursuant to applicable law, notice is hereby given that a quorum or a majority of the New Glarus Town Board Members may attend this meeting. Information presented at this meeting may help form the rationale behind future actions that may be taken by the Town of New Glarus Board. Persons requiring additional services to participate in a public meeting may contact the Town Clerk for assistance: 608-527-2390.

Posted: 12/14/2023

New Glarus Town Hall
New Glarus Maintenance
New Glarus Post Office
<https://townofnewglarus.com/>

Chris Narveson, Chair
Town of New Glarus Plan Commission
Tim Schleeper, Plan Administration
John Wright, Clerk-Treasurer

TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, NOVEMBER 16, 2023
MINUTES

Members Attending: Chris Narveson: Chair (departed at 6:58 PM); John Ott, Reg Reis, Craig Galhouse, Mark Pernitz, John Freitag (Chair Pro Tem after the departure of Narveson), and Robert Elkins

Absent: None

Also Attending: John Wright: Clerk-Treasurer and Tim Schleeper: contract planner from Vierbicher

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 from October 19, 2023:** Motion to approve the meeting minutes from October 19, 2023, as presented, was made by Commissioner Ott; seconded by Commissioner Elkins. Motion carried 7-0.
3. **Review Draft Materials to Update Impact Fees Needs Assessment of Chapter 80** – Tim Schleeper introduced the proposed amendments to the Needs Assessment Study, a redline copy of Chapter 80, and redline copy of Exhibit A from Chapter 55 Fees. Schleeper reminded the group of the basis for determining qualifying projects that are based upon population projections. Existing deficiencies cannot be addressed by levying an impact fee. Four projects are recommended for impact fees: Highway/Transportation Facilities, Parks, New Glarus Public Library, and New Glarus Public Facilities. Consistent with current standards, any fee that is not spent or encumbered by a qualifying project must be returned, with interest, within eight years of the date collected. There followed a discussion as to whether the proposed fees were adequate, appropriate, or in excess of planned future projects, proportionate to projected increases to population. Impact fees cannot be collected for a capital project for a school district, so the school sports complex would not qualify. It was noted that if another trail project was recommended, the Town of New Glarus Comprehensive Outdoor Recreation Plan could be amended, following a public hearing, and the Needs Study amended, also following a public hearing. The existing Town Hall facility, located in the Village, may be relocated to the STH 39 property at a future date.

Motion to recommend the Needs Assessment Study and revisions to Chapters 80 and 55 to the Town Board for approval, as presented, was made by Commissioner Ott; seconded by Commissioner Galhouse. Motion carried 7-0.

4. **Continue to 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)** – There was discussion as to whether the proposed form was too detailed or whether the detail was necessary to let the public know of the obligations, rights, and restrictions within the Town of New Glarus Land Division/Subdivision Ordinance. Clerk-Treasurer Wright noted in the past that agents who were familiar with the Town ordinance would represent property owners throughout the process. Increasingly, Wright continued, realtors, surveyors, and the owners themselves are navigating what can be a complicated process, particularly if the property is within the zoning or plat review authority of the Village of New Glarus.

Motion to recommend the development checklist to the Town Board for approval, as presented, was made by Commissioner Galhouse; seconded by Commissioner Pernitz. Motion carried 6-1.

5. **Update on Zentner Road Property Residential Permit** – Clerk-Treasurer Wright reported that he was able to locate a zoning permit application dated June 11, 1997 to build a residence on the property that also has a Conditional Use Permit transferred to the current owners. This is significant in terms of whether the house can be considered as a homesite that existed prior to October 13, 1997 when the original Town of New Glarus Land Division/Subdivision ordinance was adopted. If it can and the current owners rescind the CUP to operate a commercial facility, the existing house may qualify to be a detached cluster lot if the parcel is developed further. John Anderson, the neighbor to this property, who shares a common access, wonders whether further

TOWN OF NEW GLARUS

development may require a driveway access built to Town road standards. The email response to Mr. Anderson was included in the packet.

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

- a. Realtor inquiry re: development potential of Lot 1 of CSM 1475 containing 4.487 acres outside of Village ETZ Jurisdiction – Clerk-Treasurer Wright reviewed the history of the property. It was originally included in a large parcel defined by Lot 1 of CSM 1288 by Norman Tuttle. A portion of this property was further subdivided in 1993 by CSM 1475 that includes the lot in question. Wright’s response to Real Estate Consultant Lexie Harris is in the packet. The parcel in question is the only one of the four adjacent parcels to lack direct access to a public road. However, the parcel to the north is under the same ownership, so if that owner grants an easement and records a shared driveway agreement with the Green County Register of Deeds, then it should qualify for one residential building site since this lot was defined pre-Ordinance.
- b. Realtor inquiry re: development potential of Lot 2 of CSM 638 containing 19.88 acres outside of Village ETZ jurisdiction – Clerk-Treasurer Wright reported that he responded to an email inquiry from Griffin Dobson, a sales partner for Terra Firma Realty. Wright responded that the lot in question was established pre-Ordinance, so should have one building site available. However, it does not have direct access to Pioneer Road. Eventually, the land to the west was developed as the Blue Vista subdivision. Wright acknowledged that the property now abuts Irish Lane, but does not know whether there is a guaranteed access to this public way. Commissioner Ott is the owner; he stated that there is a field road access for Lot 2.
- c. Resident inquiry re: development potential of Lot 3 of CSM 2378 containing 8.85 acres outside of Village ETZ jurisdiction – The email correspondence was contained in the packet. The original property development history, although complicated, confirmed that the subject property could not be further subdivided for an additional home. Wright encouraged the person making the inquiry to appear before the Plan Commission if they wanted any further clarification or determination.

7. **Continued Review of Sample Driveway Ordinances that Have Provisions for Field Drive Access and Farm Drive/Commercial Access** – Commissioner Galhouse introduced his review of the Town’s ordinance and those of other municipalities and Green County. His written observations are included in the packet. For the benefit of public safety, he recommended access approval that leads to any structure where people may regularly gather, including agribusinesses, commercial properties, and residences. Galhouse noted that our current ordinance does not address unique situations such as quarries, wineries, etc. A field road permit might be desirable to make certain drainageways are not restricted or blocked and to limit eroding of the edge of public ways. The Town of York has a special provision for Town lanes in the event that further development occurs. Commissioner Pernitz requested more time to review the research presented by Commissioner Galhouse. Without objection, the item will be added to the December agenda.

8. **Continue to Discuss Town Process for Development Potential Questions** – Without objection, this item will be added to future agendas to determine when inquiries should be referred to the Town Technical Review Committee or to Vierbicher where charges would apply.

9. **Adjourn**

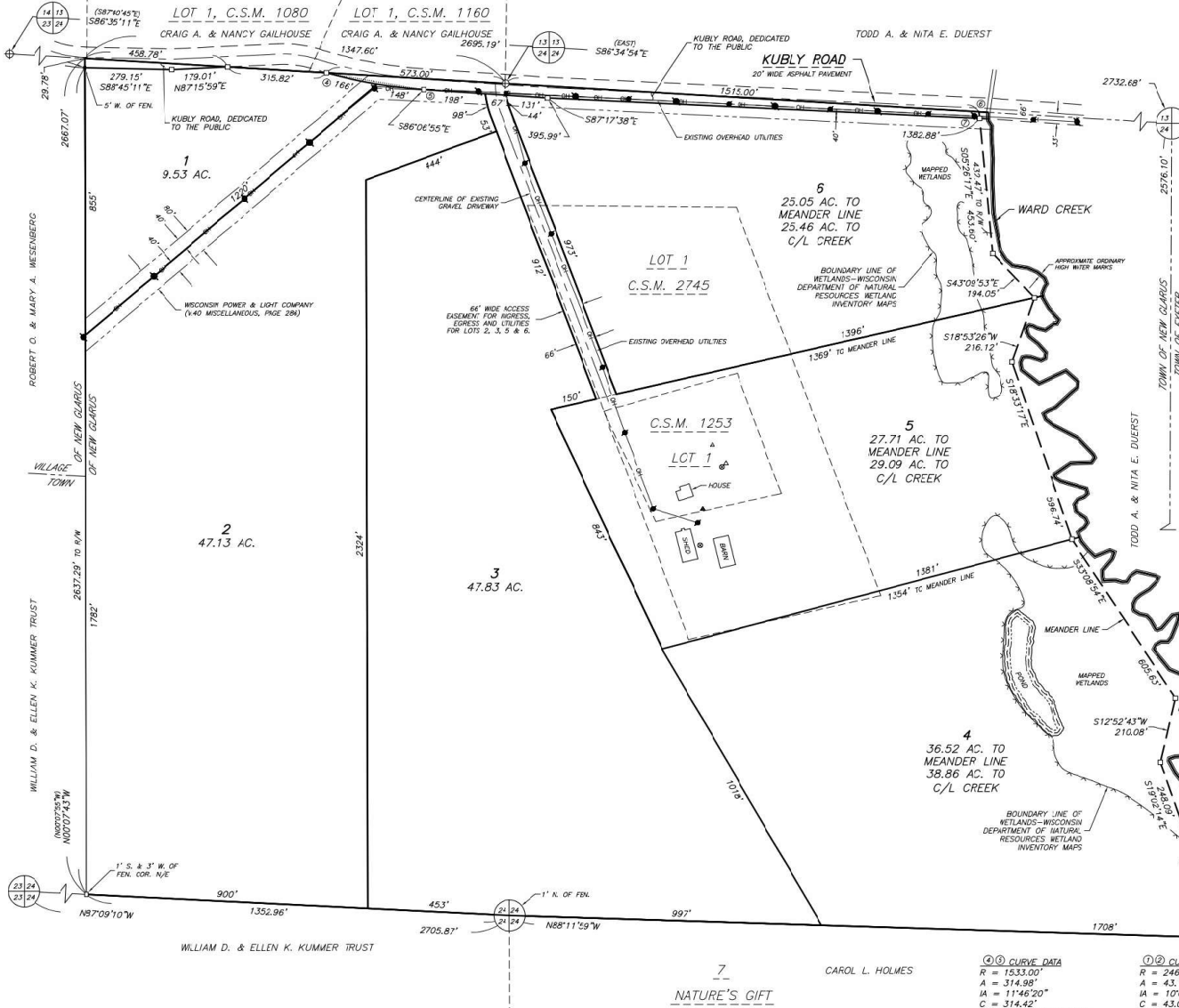
Motion to adjourn by Commissioner Pernitz; seconded by Commissioner Ott. Motion carried 6-0 at 8:00 PM. Then next meeting will be held on December 21, 2023 at 6:00 PM.

Approved:

John Wright, Clerk-Treasurer

TALARCZYKS' PRELIMINARY PLAT

Part of the Northeast, Northwest, Southwest and Southeast 1/4s of the Northeast 1/4, and the Northeast and Southeast 1/4s of the Northwest 1/4 of Section 24, Town 4 North, Range 7 East, Town of New Glarus, and the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of the Southwest 1/4 of Section 19, Town 4 North, Range 8 East, Town of Exeter, Green County, Wisconsin.



DESCRIPTION
Part of the Northeast, Northwest, Southwest and Southeast 1/4s of the Northeast 1/4, and the Northeast and Southeast 1/4s of the Northwest 1/4 of Section 24, Town 4 North, Range 7 East, Town of New Glarus, and the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of the Southwest 1/4 of Section 19, Town 4 North, Range 8 East, Town of Exeter, Green County, Wisconsin, bounded and described as follows:

Beginning at the North 1/4 corner of said Section 24; thence S86°34'54"E along the North line of Section 24, 1515.00' to a meander corner located 21' from the right bank of Ward Creek; thence S05°26'17"E along a meander line, 453.60' to a meander corner located 21' from the right bank of Ward Creek; thence S43°09'53"E along said meander line, 194.05' to a meander corner located 21' from said bank; thence S18°53'26"W along said meander line, 216.12' to a meander corner located 21' from said bank; thence S18°33'17"E along said meander line, 596.74' to a meander corner located 21' from said bank; thence S33°09'54"E along said meander line, 605.63' to a meander corner located 21' from said bank; thence S12°52'43"W along said meander line, 210.08' to a meander corner located 21' from said bank; thence S19°02'14"E along said meander line, 248.09' to a meander corner located 21' from said bank; thence S41°38'18"E along said meander line, 252.39' to a meander corner located 21' from said bank; thence S73°23'04"E along said meander line, 347.56' to a meander corner located 21' from said bank; thence N40°03'07"E along said meander line, 66.28' to a meander corner on the East line of Section 24 located 21' from said bank; thence S00°15'44"W along the East line of Section 24, 55.54'; thence S89°44'16"E, 20.00'; thence S00°15'44"W, 627.32'; thence N89°44'16"W, 20.00' to the East line of Section 24; thence N07°15'44"E, 581.23' to the East 1/4 corner of Section 24; thence N88°11'59"W, 2705.32' to the center of Section 24; thence N87°09'10"W, 1352.56' to the Southwest corner of the East 1/2 of the Northwest 1/4 of Section 24; thence N00°07'43"W, 2667.07' to the Northwest corner of the East 1/2 of the Northwest 1/4 of Section 24; thence S86°35'11"E, 1347.60' to the point of beginning; plus all lands lying between the meander line herein described and the center of Ward Creek; subject to public road rights of way for Kubly Road and Airport Road and to any and all easements of record.

Parcel contains 199.58 acres (3,693,616 sq. ft.), more or less, including land between the meander line and the center of Ward Creek.

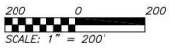
- LEGEND:**
- Concrete monument with brass cap found
 - Cast aluminum monument found
 - Cast aluminum monument with brass cap found
 - 7/8" x 24" solid round iron rod set
 - 3/4" solid round iron rod found
 - 1/4" x 24" solid round iron rod set, weighing 4.30 lbs per lineal foot
 - Well
 - Septic cover
 - Septic vent
 - Utility pole
 - Lot line
 - Centerline
 - Public road right of way line
 - Platted lot
 - Utility Easement

①① CURVE DATA
R = 246.00'
A = 43.12'
IA = 11°46'20"
C = 314.42'
CH. BRG. = S8C13'45"E
TAN. BRG. IN = S74°20'35"E

②② CURVE DATA
R = 246.00'
A = 43.12'
IA = 10°02'34"
C = 43.06'
CH. BRG. = S27°56'09"W
TAN. BRG. IN = S32°57'25"W
TAN. BRG. OUT = S22°54'51"W

②② N00°15'44"E, 44.64'
②② S05°26'17"E, 21.13'

NOTES:
1.) Bearings are referenced to the Wisconsin County Coordinate System, Green County Zone, NAD83 (2011), in which the North line of the Northeast 1/4 of Section 24 bears S86°34'54"E.
2.) Meander line monuments are located 21' from the bank of Ward Creek.



I hereby certify that this survey complies with Chapter A-E 7 of the Wisconsin Administrative Code, that I have surveyed, monumented, and mapped the lands described herein, and that this map is a correct representation thereof in accordance with the information provided.

October 31, 2023



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

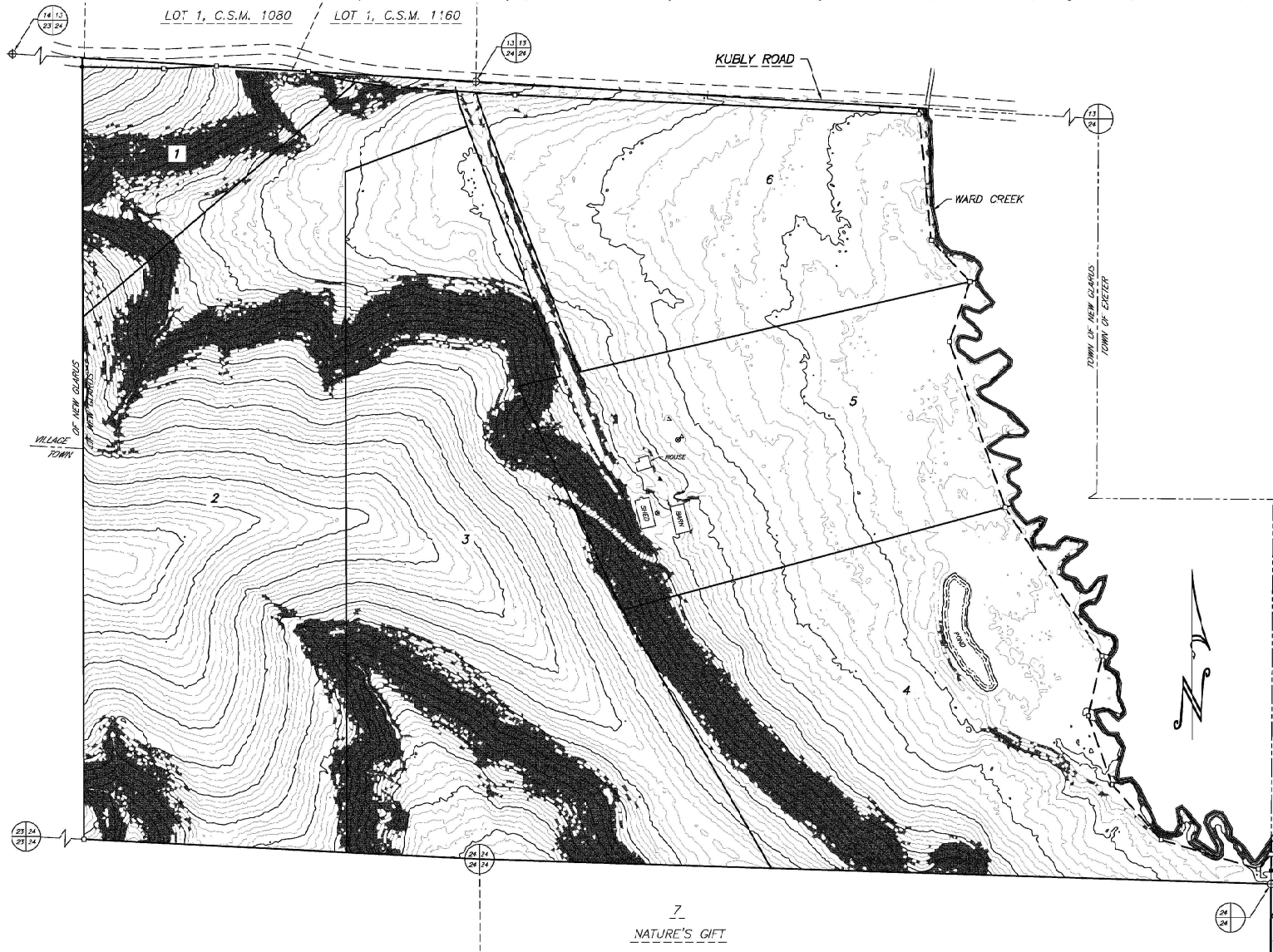
PREPARED FOR
Karen Talarczyk, Et Al.
85105 Kubly Road
New Glarus, WI 53574
(608) 527-2988

JOB NO. 23166
POINTS 23166
DRWG. 23166_1
DRAWN BY JMB

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

TALARCZYKS' PRELIMINARY PLAT

Part of the Northeast, Northwest, Southwest and Southeast 1/4s of the Northeast 1/4, and the Northeast and Southeast 1/4s of the Northwest 1/4 of Section 24, Town 4 North, Range 7 East, Town of New Glarus, and the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of the Southwest 1/4 of Section 19, Town 4 North, Range 8 East, Town of Exeter, Green County, Wisconsin.



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- 3/4" solid round iron rod found
- 1-1/4" x 24" solid round iron rod set, weighing 4.30 lbs per lineal foot
- Well
- Septic cover
- Septic vent
- Lot line
- Centerline
- Public road right of way line
- Platted lot

LEGEND:

- Slopes of 20% or greater

NOTES:
1.) Elevations are NAVD 88 (GEOID12A) and are shown in feet. Contour interval is 2 feet.



Robert A. Talarczyk
October 31, 2023

7
NATURE'S GIFT



PREPARED FOR
Karen Talarczyk, Et Al
46105 Kubly Road
New Glarus, WI 53574
(608) 527-2989

JOB NO. 23166
POINTS 23166
DRWG. 23166-T
DRAWN BY JME

SHEET 2 OF 3

TALARCZYK
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 - Public road right of way line
 - Platted lot

WISCONSIN
 ROBERT A. TALARCZYK
 S-2223
 NEW GLARUS, WI
 LAND SURVEYOR
Robert A. Talarczyk
 October 31, 2023

PREPARED FOR
 Karen Talarczyk, Et Al.
 W2105 Kubly Road
 New Glarus, WI 53574
 (608) 527-2988

JOB NO. 23166
 POINTS 23166
 DRWG. 23166_1
 DRAWN BY JMB

200 0 200
 SCALE: 1" = 200'

SHEET 3 OF 3

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



December 13, 2023

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

Re: Agreement to Provide Planning Consulting Services
Preparation of a Community Park Master Plan
Town of New Glarus, WI

Dear Chris,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Planning Services to Town of New Glarus (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement. The anticipated Plan Development Schedule has been included as an attachment to this Agreement.

I. PROJECT UNDERSTANDING

The Client desires a Community Park Master Plan to guide programming and development of the recently purchased 'Hayes Farm' on STH 39. The purchase of this property was intended to provide a future public works garage site, 'Community Park', and potential residential development lots. Client desires to create a forward-looking document that engages the Parks Commission and works with community stakeholders to identify community goals for use of the park and direct improvements to meet those goals.

The Plan creation process shall involve the Parks Commission and interested members of the New Glarus community, and stakeholders' groups with specific knowledge and expertise. Through focus group meetings, design charrettes, public survey and public meetings, the completed plan will provide a brief parcel history, document the community engagement process, identify desired park uses and management strategies, create a prioritized implementation plan, and recommend potential sources of funding for the desired park elements.

II. SCOPE OF SERVICES

A. General

Consultant shall facilitate a process that will develop a Community Park Master Plan for the Town of New Glarus. Consultant shall work with the Parks Commission and interested citizens of the Community to formulate this document.

B. Specific Services Provided by Consultant

1. Master Plan Development

As part of Master Plan Development, Consultant shall prepare narratives, photographs, exhibits, and other graphical and tabular data to communicate the desired park elements with focus groups, the Parks Commission, and other interested stakeholders. Some of the activities, research and evaluations completed as part of this process include the following:

a) Inventory and Analysis

- 1) Consultant shall review other Town Plans (CORP, Comprehensive Plan, Needs Assessment, and Impact Fee) to ensure consistency between the proposed Community Park Master Plan and other approved Town plans.
- 2) Review and document existing property strengths and opportunities, as well as challenges, weaknesses, and threats.
- 3) Review state and federal standards for accessibility and access to proposed areas of improvement and the site.
- 4) Consultant shall summarize data from Parks Commission and engaged community members for incorporation into updated plan.
- 5) Consultant shall conduct necessary research regarding desired park elements at selected regional and local scales with the intention of driving design decisions.

b) Schematic Design and Design Development

- 1) Consultant will prepare schematic studies, relational diagrams and preliminary placement of desired elements while considering existing site features and requirements of desired park elements.
- 2) Discuss the schematic design with the Client to identify course of direction, make necessary adjustments and refine design decisions.
- 3) Prepare necessary graphics required to illustrate design intent and assemble suggested materials, plant palettes and other applicable resources.

- c) Implementation and Phasing - Consultant shall develop implementation schedules and strategies for the desired park amenities. This will include maintenance strategies and best practices to be implemented on a phased schedule. Maps and exhibits of the recommended facilities will be created to communicate desired trails, recreation opportunities, and features identified during public engagement phases of the project.

- d) Process Documentation - Consultant shall capture the content of the discussions throughout the planning process. Meeting minutes, sketches and other formative information will be included in the final Master Plan appendix to provide contextual reference and support of the proposed document.
- e) Funding Sources - Consultant shall review available public funding sources to assist with implementation of the desired park amenities. This work includes engaging local focus groups to procure project support (financial and physical).

2. **Public Engagement Process**

- a) Stakeholder Focus Group Meetings - Consultant shall conduct virtual focus group meetings with selected community stakeholder groups and advisory groups. These meeting will be used to identify desired development and maintenance strategies, provide best practice advice for restoration and conservation of habitat areas, and assist with developing community support of objectives, activities, and uses of the property.

Consultant anticipates four Focus Group meetings. Individual meetings with Green County Leaders, The Prairie Enthusiasts (Prairie Bluff Chapter), and the Friends of the Park. The fourth meeting will focus on site access and accommodation for those with limited mobility.

- b) Milestone Meetings - Prior to this meeting, the Consultant shall provide an agenda with specific discussion points and example materials for review. This includes sample plan ideas for different desired park components, general plans of the property, and notes from the park walkabout that may guide desired uses within the park.

Following Stakeholder Focus Group meetings, Consultant shall meet with the Parks Commission to present initial plan concepts and results from the Focus Group meetings. This meeting will direct the uses, activities, improvements included in the Draft Master Plan delivered at the subsequent (April 2024) Park Commission meeting.

Following delivery of the Draft Master Plan, the Parks Commission will have opportunity to review the plan and provide final comments to the Consultant. There will be one final meeting with the Parks Commission conducted to capture any final revisions, and to recommend approval of the updated plan for a public hearing and adoption by the Town Board. This assumes the Client shall coordinate the public hearing meeting time, location, and publication.

- c) Community Wide Survey - Consultant shall work with the Park Commission to prepare a park and recreation survey that is made available online and in hard copy format (via local Shopper publication). This assumes Client will be responsible for costs of publication.

3. **Plan Finalization and Adoption**

Consultant shall update the Final Master Plan with the maintenance plans and management plans as well as funding prospects and implementation strategies supporting identified goals and objectives.

This includes presentation of the Final Master Plan at a public hearing and attendance at Park Commission and Town Board meetings for adoption of the plan.

C. Additional Services if Requested by Client

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

1. **Public Workshop(s)** - Consultant shall hold a public meeting to measure citizen park and recreation needs and desires. This public meeting is an opportunity for public participants to provide insight into the needs and demands of the community.
2. **Community Engagement Posters** - Consultant shall prepare activity posters to obtain feedback from the City Residents regarding Park Goals, strategies, and priorities (used at the workshop and available after).

The Client will be responsible for placing the posters in the City Hall and monitoring the posters. Client will be responsible for notifying the city residents of the posters, and times to access the posters. The posters should be available for at least two weeks.

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

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

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

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

- A. Engineering design.
- B. Legal services.
- C. Financial Advisor services and funding applications.

IV. INFORMATION PROVIDED BY OTHERS

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

- A. Staff coordination of meetings, meeting minutes, and publications.

V. SCHEDULE

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

<u>Activity</u>	<u>Date</u>
1. Authorization to Proceed	December 2023
2. Kick-Off Meeting	January 2024
3. Focus Group and Milestone Meetings	February - June 2024
4. Public Hearing.....	June 2024
5. Final Approval.....	June 2024

VI. SCHEDULE OF DELIVERABLES

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

Draft and Final Master Plan documents in pdf format

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have the 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 Olivia Stramara, Project Leader. She, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Olivia.

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

VIII. FEES

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

1. Master Plan Development	\$13,700
2. Public Engagement Process and Meetings	\$7,400
3. Plan Finalization and Adoption	\$3,500
	Total: \$24,600

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

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 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 Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Olivia Stramara
Project Leader

Enclosure: General Terms and Conditions
Project Schedule


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



Gary A. Blazek, PE, Principal
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, Wisconsin 53959

Date

December 13, 2023

Date

Witness



Witness

© Vierbicher Associates, Inc.

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

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, 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. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that 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 net fee received by the Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

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

11. 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.

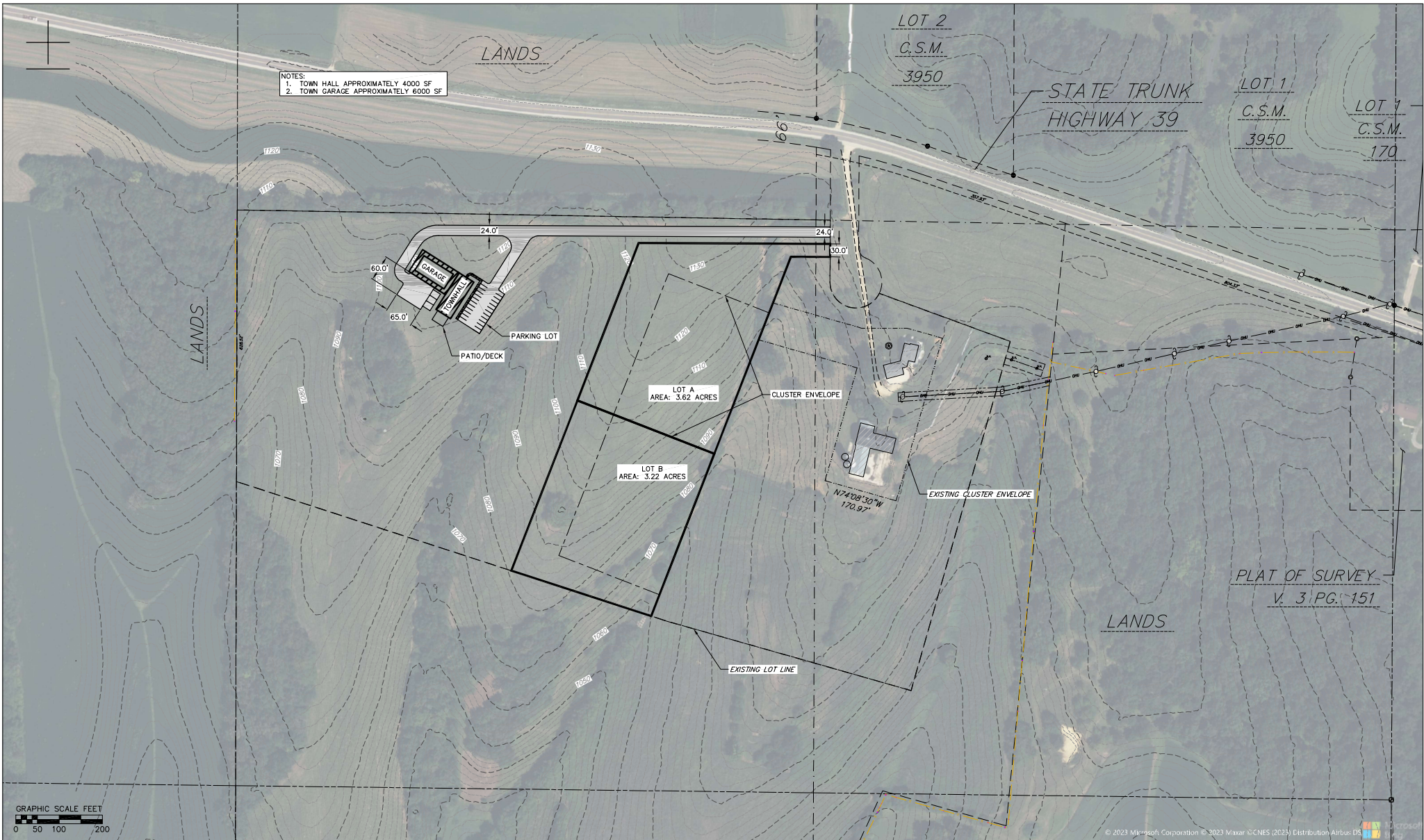
27. Entire Agreement

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.



NOTES:
 1. TOWN HALL APPROXIMATELY 4000 SF
 2. TOWN GARAGE APPROXIMATELY 6000 SF

LOT 2
 C.S.M.
 3950

LOT 1
 C.S.M.
 3950

LOT 7
 C.S.M.
 170

STATE TRUNK
 HIGHWAY 39

LOT A
 AREA: 3.62 ACRES

LOT B
 AREA: 3.22 ACRES

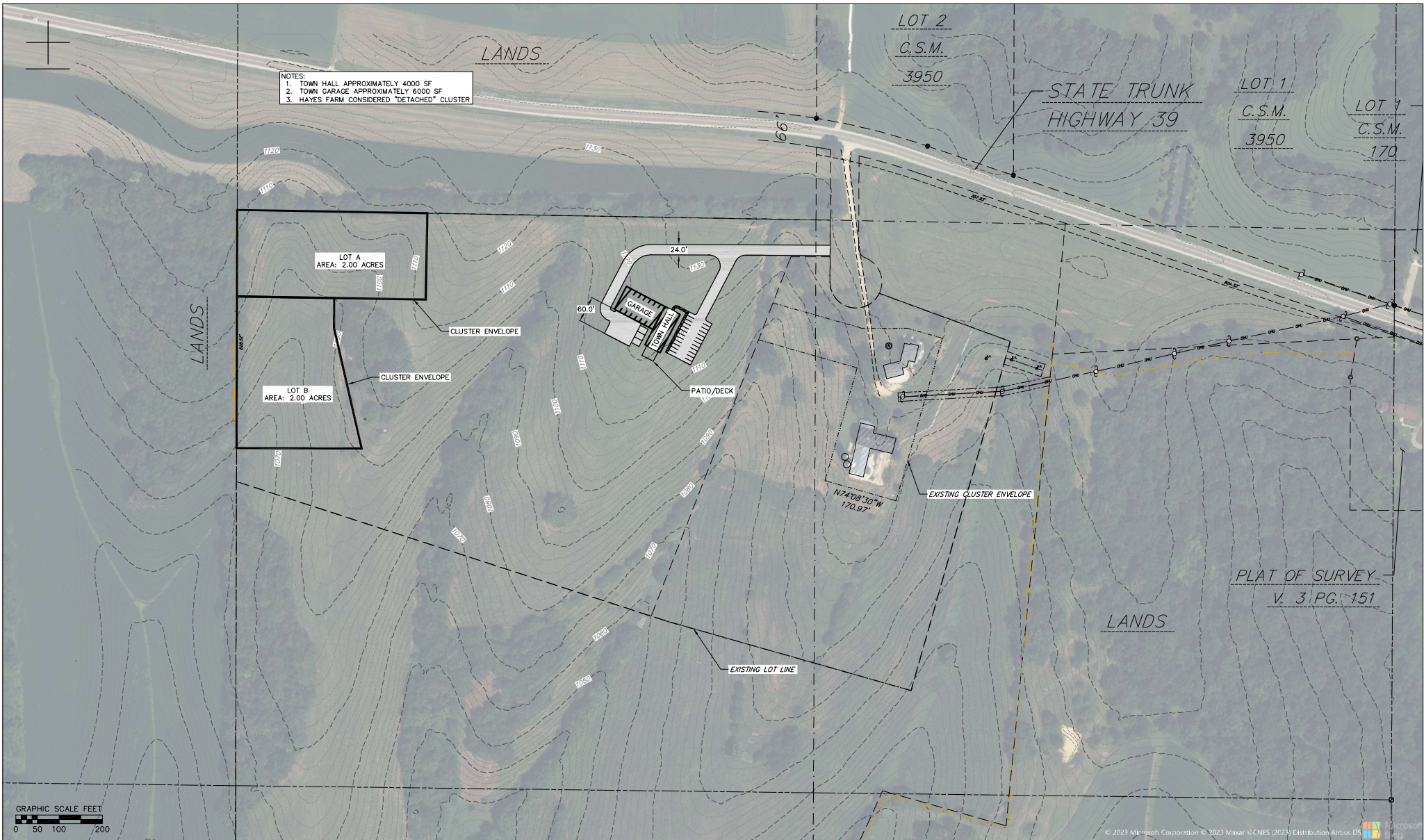
PLAT OF SURVEY
 V. 3 / PG. 151

GRAPHIC SCALE FEET
 0 50 100 200

TOWN HALL/GARAGE EXHIBIT A
 NEW GLARUS, WISCONSIN
 12/11/2023



11 Dec 2023 - 9:29 AM \\New Glarus, Town of\230354_Town Garage Site Development\CADD\230354_BaseEng.dwg by: mbra



TOWN HALL/GARAGE EXHIBIT B

NEW GLARUS, WISCONSIN
 12/11/2023



Chapter 36

DRIVEWAYS

[HISTORY: Adopted by the Town Board of the Town of New Glarus 9-11-1995 by Ord. No. 94-2, as amended 6-9-1997. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Building construction — See Ch. 15.

Fees — See Ch. 55.

Road excavations and obstructions — See Ch. 181.

§ 36-1 Statutory authority.

This chapter is adopted pursuant to the general police powers granted under § 61.34(1), Wis. Stats., and with specific authority under § 236.45, Wis. Stats.

§ 36-2 Purpose and applicability.

- A. The purpose of this chapter is to promote the public health, safety, and general welfare of the community and to enforce the goals and policies of the Town Board of the Town of New Glarus. These standards are designed to lessen erosion and drainage problems common to the terrain within the Town and allow efficient provision of emergency services, including fire prevention or protection and ambulance services.
- B. This chapter applies to construction or modification of private driveways located in the Town of New Glarus which provide access to buildings constructed or substantially modified after the effective date of this chapter.
- C. Within the Village of New Glarus ETZ area, applicable provisions of the Village's Zoning ordinance also apply, with the more restrictive provisions applying in the event of a difference between the Town's Driveway Ordinance and the Village's Zoning Ordinance. [Added 5-2-2012]

§ 36-3 Definitions.

As used in this chapter, the following terms shall have the meaning indicated:

DRIVEWAY

~~A road permitting vehicular access from a public highway to one or more dwelling units or commercial buildings located or to be constructed on adjacent lands.~~

Any distinct path, road or area of access from a public road in the Town to an improvement. A driveway can be classified as residential, agricultural, commercial, or industrial.

DRIVEWAY, RESIDENTIAL: A driveway providing access used for single or multifamily residential purposes only.

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DRIVEWAY, AGRICULTURAL: A driveway that provides primary access to agricultural improvements.

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DRIVEWAY, COMMERCIAL OR INDUSTRIAL: A driveway that provides access to commercial or industrial use property.

FIELD ROAD: A road or area of access that is used only for accessing a property for agricultural, forestry, land management, hunting, or similar purposes, and does not provide access to an improvement.

TOWN LANE: An in-drive maintained by the Town originally intended to serve a single farm residence to provide emergency services availability. Any changes from the original use of Town lanes require owner(s)/developer(s) to reconstruct the lane to current standards for driveways as specified in this ordinance.

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§ 36-4 Permit required; erosion control plan.

- A. No person shall construct, improve or rework a driveway which changes the existing topography of the land without first obtaining a driveway or driveway ~~access permit~~ field road permit from the New Glarus Town ~~of New Glarus~~ Patrolperson or Town Board designee. Re-graveling of a previously constructed driveway does not constitute a change in the existing topography of the land. Prior to consideration of the application by the Town Board, the applicant shall submit to the Town of New Glarus Patrolperson or Town Board designee, an application and a driveway construction plan which shall accurately describe the location of the proposed driveway and the specifications required by § 36-5 of this chapter for the driveway's construction. **[Amended 5-11-2022]**
- B. Any proposed driveway construction or modification shall be accompanied by an erosion control plan presented to the Town Patrolperson or Town Board designee prior to the issuance of a driveway permit. An erosion control plan shall include the driveway owner's intentions and timetable to reseed, mulch, ditch, place culvert(s), and carry out other erosion control measures, all of which shall be completed within 90 days after beginning driveway construction or modification. If an engineer's plan of the driveway is prepared according to the requirements of § 36-6 of this chapter, an erosion control plan shall specify only those measures which are not mentioned or required in the engineer's plan. **[Amended 5-11-2022]**
- C. Driveway and field road permits will be valid for one year from date of issue. Reapplication for a permit will be required for any improvements not completed during the permit period. Reapplication permits will not be denied without reasonable cause.
- D. No building permit for new residential construction will be issued until the driveway is constructed according to the specifications of this chapter.
- E. All new driveways proposed to be installed or any driveways or field roads alleged to be existing and serving open land without improvements and proposed to be converted to a driveway to serve one or more structures shall be subject to an inspection fee as established by the Town Board to be paid to the Town prior to the start of any construction on a new driveway and prior to the issuance of a building permit. An approved driveway shall be in place before a building permit can be issued. If the Town Patrolperson or Town Board designee determines that any part of the driveway may not comply to the standards of this chapter, the property owner must provide a certificate from a registered land surveyor or a professional engineer stating that the driveway does indeed meet the necessary requirements. **[Amended 12-4-2007 and 5-11-2022]**
- F. A refundable fee as established by the Town Board must be submitted with each driveway application. This fee may be in the form of personal check, surety bond, or cash bond. The fee or part thereof may not be refundable should there be damage to the Town road or other costs incurred by the Town of New Glarus by the construction of said driveway. **[Amended 12-4-2007]**
- G. A driveway access permit will be issued for the purpose of permitting vehicular access or other means of travel from a public highway to a private driveway, road, and field road for all persons seeking a building permit. All driveway specifications for construction in this chapter will apply. The applicant, who may be the owner, agent, or contractor, shall submit a location construction plan showing

specifications, including grade, slope, width, and length of the driveway, and erosion control procedures. Said construction plan will specify completion dates for culvert placement, aggregate placement, erosion control procedures, and final application of a two-inch layer of gravel. If the aforementioned completion dates are not met, then a penalty as determined in § 36-8 will be assessed.

§ 36-5 **Construction specifications.**

- A. An engineer's plan showing adequate erosion control measures is required for any segment of the proposed driveway which disturbs land with a grade of more than 20%, unless waived by the Town after Town Engineer's recommendation. **[Amended 5-2-2012]**
- B. Width; emergency access; materials. **[Amended 8-11-2021]**
 - (1) All driveways 250 feet or less in length shall be at least 14 feet in width. All driveways in excess of 250 feet shall be at least 16 feet in width. Driveways in excess of 500 linear feet shall install emergency access provisions per one of the standards in Subsection **B(1)(a)** or **(b)** below.
 - (a) The driveway shall have one pull-off lane erected for each additional 500 linear feet of length. Each pull-off lane shall be eight feet wide and 50 feet long and comply with all the standards for driveways. Pull-off lanes shall be strategically placed (i.e., for a 900-foot driveway, one pull-off lane would be located at approximately 450 feet).
 - (b) The driveway shall be constructed to a continuous uniform twenty-foot width. No pull-off lanes are required for driveways constructed to a continuous twenty-foot width.
 - (2) Driveways can be any solid surface. However, they must satisfy the minimum requirement of six inches of aggregate and two inches of gravel. Driveways shall be crowned to provide adequate drainage of water from the road surface.
- C. Each driveway shall have a culvert at the ditch line where the driveway meets the public road, unless waived by the Town Board. The culvert shall be at least 15 inches in diameter or of sufficient size so as to permit adequate drainage of the affected area. The length shall be determined by the Town Board; however, the minimum width of the driveway approach shall be 24 feet. Apron end walls shall be used on all culverts. **[Amended 10-19-1999]**
- D. A driveway which is at least 24 feet in length shall have a maximum grade of 5% at the point where the driveway enters onto a public road. A slight dip across the driveway shall be placed just before the culvert at the entrance to the public road to prevent debris from washing onto the public road.
- E. Ditches, roadway crowning, and culverts which provide acceptable drainage are required.
- F. The driveway's side banks shall be graded to a slope of no more than one foot of vertical rise in each three feet of horizontal distance, except where retaining walls and/or other erosion control measures are installed as specified in an engineer's plan approved by the Town Board.
- G. Curves in the driveway shall have an inside radius of not less than 36 feet.
- H. The maximum grade of the entire driveway or any given segment of the driveway shall not exceed 13%.
- I. The side banks shall be seeded promptly to control erosion.
- J. Once the construction of the driveway has begun, all specified erosion control measures, including retaining wall, ditching, culverts, crowning, and mulching and matting, shall be completed within 90 days.
- K. The driveway must have at least six inches of two-inch rock on the roadbed and covered with two

inches of three-fourths-inch gravel unless the Town Board considers otherwise.

- L. All costs of the construction of the driveway, including the cost of the culverts and the engineer's plan, if required, shall be paid by the property owner requesting the driveway permit.
- M. A clear zone for emergency vehicles shall be maintained for the full length of all constructed driveways. Overhanging tree limbs, landscaping and other obstructions are not permitted within the clear zone. The clear zone shall be two feet wider than the constructed width of the driveway (one foot on each side of the driveway) with a minimum width of 18 feet. The clear zone shall be a minimum of 14 feet in height. The clear zone shall also be required for the full width of all pull-off areas constructed per § **36-5B(1)**. In cases where such a clearing would be environmentally damaging, the Town Board will determine if failure to clear will prevent or interfere with emergency service or create a safety hazard. [**Amended 8-11-2021**]
- N. The driveway must have a back out with a radius of at least 90° or a fifty-foot turning radius.
- O. The driveway must have an approach at the place where it intersects with the public road of at least 24 feet in width and an unobstructed view of at least 250 feet in each direction at that place unless the Town Board allows otherwise.
- P. Joint driveways will not be permitted without a joint driveway agreement establishing the proposed joint driveway and the manner of its construction, maintenance, and use.
- Q. The maximum length of driveways for developments located immediately adjacent to the Village boundary shall be 2,600 feet and construction shall comply with § **36-5B**. Driveway length and construction in the balance of the ETZ area shall be in accordance with § **36-5B**. [**Added 5-2-2012**]
- R. Driveway locations within the ETZ areas shall be consistent with all applicable Town ordinances and with the Village of New Glarus' official map for planned roads within the ETZ. [**Added 5-2-2012**]

§ 36-6 **Engineer's plan.**

- A. The Town Board may require the applicant to obtain a plan prepared by a professional engineer licensed by the State of Wisconsin prior to the construction or modification of any proposed driveway. An engineer's plan is required:
 - (1) For a driveway or segment of a driveway whose construction requires the disturbance of land with a slope of 25% or greater, unless waived by the Town Board;
 - (2) For a driveway or segment of a driveway whose construction requires a retaining wall or other special erosion control measures as determined by the Town Board or its authorized representative; or
 - (3) When the Town Board requests a plan for reasonable cause.
- B. The engineer's plan will include the following:
 - (1) The precise location of the driveway or segment(s) of the driveway which requires an engineer's plan.
 - (2) Grade of the driveway showing no segments exceeding 13%.
 - (3) Location and structure of any retaining walls.
 - (4) Location and size of any culverts.
 - (5) Cross section of the driveway.

- (6) Mulching, matting or other erosion control measures.
- C. When an engineer's plan is required, no construction of a driveway may commence until the engineer's plan is approved by the Town Board and a driveway permit is issued and, when applicable, any necessary approvals are obtained from Green County or the State of Wisconsin per § 86.07, Wis. Stats.
- D. The preparation of an engineer's plan does not guarantee the approval of a driveway permit application.

§ 36-7 Existing driveways and field roads.

When washing or other conditions created by existing driveways or field roads become a potential hazard to a public road, the Town Board shall notify the owner(s) of the land through which the driveway passes of such condition(s). Any property owner failing to correct a hazardous situation immediately (within 24 hours or less) upon notification shall be subject to the penalties of this chapter and shall be liable for any costs incurred by the Town of New Glarus to eliminate such hazard as provided in §§ 66.0627 and 66.0703, Wis. Stats. Problems of a nonemergency nature shall be corrected in 30 days.

§ 36-8 Violations and penalties.

- A. Should a driveway be constructed or modified in a way which violates the provisions of this chapter, the owner(s) of the land through which the driveway passes shall pay a forfeiture equal to three times the fee charged for the permit application, whether or not that fee has been paid. The owner(s) of the land shall also make the corrections indicated by the Town Board within a reasonable period of time determined by the Town Board.
- B. If the owner(s) of the land through which the driveway passes does not make the required corrections within the time specified, the Town Board shall determine the cost of correcting violations of the provisions of this chapter, including, when necessary, the return of disturbed land to its original condition. The cost shall be paid to the Town by the owner(s) of the property through which the driveway passes, as provided in §§ 66.0627 and 66.0703, Wis. Stats.

§ 36-9 Variances.

- A. The Town Board shall have the discretion to impose higher standards where in the opinion of the Town Board local conditions require higher standards or anticipated traffic in quantity or quality will require higher standards.
- B. The Town Board may grant variances from the minimum standards of § 36-5 in situations where strict application of the minimum standards will result in practical difficulty or unnecessary hardship, provided that such a variance shall not be contrary to the public interest, health or safety.
- C. Application for such variance shall be in writing by the landowner(s) stating fully all facts and shall be supplemented with maps, plans or other additional data which may aid the Town Board in the analysis of the proposed variance. The conditions upon which the request for a variance is based shall be unique to the property and not applicable generally to other property. The conditions shall not be mere inconvenience, financial hardship or self-imposed hardship.
- D. Any costs incurred by the Town in the approval or denial of a proposed variance shall be reimbursed to the Town by the applicant(s) seeking the variance. This shall include but not be limited to additional engineering studies, attorney fees and/or per diems by Town Board members.
- E. The Town Board, if it approves a variance, shall do so by motion or resolution and by majority vote. The reasons for approval or denial of a variance shall be entered in the minutes of the Town Board, and the Town Clerk shall notify the applicant of the decision.
- F. Variances for driveways on lands within the ETZ areas may be granted if they do not impair the intent and purpose of this chapter, Town plans and the ETZ Ordinance. Variances may be granted if they are

unique to the property, specific to the situation and not solely for economic basis. **[Amended 5-2-2012]**