

TOWN OF NEW GLARUS

REGULAR TOWN BOARD MEETING

MARCH 10, 2021

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: Via Zoom DATE: Wednesday, March 10, 2021
Meeting ID: 988 1173 4836
Password: 501540 TIME: 7:00 p.m.

All Regular Town Board meetings will be conducted remotely via Zoom until further notice. If you would like to attend please log on to Zoom and enter the information above.

AGENDA

- 1) Call to Order
- 2) Proof of Posting
- 3) Approve Town Board Minutes
 - a) February 10, 2021 Special Meeting Minutes
 - b) February 10, 2021
- 4) Public Comments
- 5) Patrolman's Report
- 6) Engineer's Report
 - a) Review proposal for engineering work for Cnty NN trail project
 - b) Review proposal for Plan Administration Services
- 7) Review/Approve revised fire district agreement
- 8) Discuss potential renewal of computer support services
- 9) Discuss potential full property revaluation
- 10) Clerk-Treasurer Report
 - a) Report on small claims court for personal property debt collection
 - b) Report on past February election & upcoming April election
 - c) Schedule Board of Review/Virtual Open Book
 - d) Approval to order UW Extension 2021 Board of Review Training video when available
 - e) Approval and Payment of Bills
 - f) Schedule Next Town Board Meeting/Annual Meeting – Tuesday, April 20, 2021
- 11) Chairman's Report
 - a) Report on ETZ substation
 - b) Report on Friends of NG State Park email
- 12) Plan Commission
 - a) February 18, 2021 minutes
 - b) Consider Doll building envelope resolution
- 13) Adjourn

POSTED: New Glarus Town Hall 3/9/21
New Glarus Garage 3/9/21
New Glarus Post Office 3/9/21
Townofnewglarus.com 3/9/21

Chris Narveson
Chairman

Jesse Wahl
Clerk-Treasurer

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

Town of New Glarus
SPECIAL TOWN BOARD MEETING
ZOOM MEETING ID 988 1173 4836 PASSWORD 501540
WEDNESDAY, FEBRUARY 10, 2021
MINUTES

ATTENDING – BOARD MEMBERS: Chris Narveson, Bob Elkins (via Zoom), Matt Streiff, Jim Hoesly (via Zoom), Troy Pauli

ALSO ATTENDING (in person): Jesse Wahl – Clerk-Treasurer, Kim Tschudy

- 1) **Call to Order:** Meeting called to order at 7:02 pm by C. Narveson.
- 2) **Proof of Posting:** J. Wahl attested to proper notice of special meeting.
- 3) **Open public hearing on proposed designation of the log cabin located at N9486 State Hwy 69 as a Historic Landmark:** C. Narveson opened discussion on the historic status of the log cabin at the above address. K. Tschudy introduced photos & commentary about several unique qualities of the building that show its historic value to the community. He is interested in creating an application for the property to be recognized on the National Historic Register. No other public input was provided on the topic.
- 4) **Close Public Hearing:** C. Narveson closed the public hearing portion of the meeting.
- 5) **Discuss and take action on “An Ordinance Designating a Historic Landmark in the Town of New Glarus:** A roll call vote is called for the creation of the state ordinance: T. Pauli – aye; M. Streiff – aye; J. Hoesly – aye; B. Elkins – aye; C. Narveson – aye. Creation of ordinance is approved unanimously.
- 6) **Adjourn:** J. Hoesly made a motion to adjourn the meeting, B. Elkins 2nd. Motion carries unanimously. Special meeting adjourned at 7:21 pm.

Town of New Glarus

TOWN BOARD MEETING

ZOOM MEETING ID 988 1173 4836 PASSWORD 501540

WEDNESDAY, FEBRUARY 10, 2021

MINUTES

ATTENDING – BOARD MEMBERS: Chris Narveson, Bob Elkins (via Zoom), Matt Streiff, Jim Hoesly (via Zoom), Troy Pauli

ALSO ATTENDING (in person): Jesse Wahl – Clerk-Treasurer

- 1) **Call to Order:** Meeting called to order at 7:21 pm by C. Narveson.
- 2) **Proof of Posting:** J. Wahl attested to proper posting.
- 3) **Approve Minutes:**
 - a) **2021 Caucus:** M. Streiff noted the following corrections to the minutes: attendees – Emily Streiff, Grace McLaughlin (via Zoom); M. Streiff nominated T. Pauli for 2nd Supervisor; T. Pauli 2nd the motion to adjourn; change 2020 to 2021. J. Hoesly motions to approve the 2021 Caucus minutes with the noted corrections, M. Streiff 2nds. Motion carries unanimously.
 - b) **January 6, 2021:** T. Pauli motions to approve the January 6 meeting minutes with the correction of 2021 instead of 2020, B. Elkins 2nds. Motion carries unanimously.
- 4) **Public Comments:** None
- 5) **Patrolman's Report:**
 - a) **Approve mailbox replacements** – Heil & Zimmerman: M. Streiff made a motion to approve the payment of \$50 each to property owners Heil & Zimmerman for the replacement of mailboxes damaged by the plow, J. Hoesly 2nd. Motion carries unanimously.
- 6) **Evaluate employee reviews for Clerk-Treasurer & Patrolman:** C. Narveson reported on the 2020 employee evaluation for the Patrolman and the 6-month/2020 employee evaluation for Clerk-Treasurer. Per prior board decision all employee evaluations will now take place in January as opposed to anniversary of date of employment. Raises were discussed for the employees as evaluations were positive. T. Pauli made a motion for a 3% wage increase for the Patrolman effective January 1, 2021; J. Hoesly 2nd. Motion carries unanimously. J. Hoesly made a motion for a 2.5% wage increase for the Clerk-Treasurer effective January 1, 2021; B. Elkins 2nd. Motion carries unanimously.
- 7) **Create Historical Preservation Committee:** C. Narveson proposed the creation of a Historical Preservation Committee as the Town now has 2 historic properties and if more are proposed discussion should be held at a committee level before being presented to the Town Board. B. Elkins would be willing to serve on the committee as he already serves on one for the Village of New Glarus. M. Streiff & T. Pauli would also serve. C. Narveson appoints M. Streiff as chairman of the committee, which will only meet as needed. He will reach out to the Parks Committee for additional members. B. Elkins will serve as the historian for the committee. C. Narveson makes a motion for the creation of a historical preservation committee with M. Streiff, T. Pauli, & B. Elkins as members and M. Streiff as the chair. J. Hoesly 2nds. Motion carries unanimously.
- 8) **Discuss possible AirBnB on Highland Drive:** C. Narveson has been contacted by a property owner in the Highlands about a possible AirBnB. Approval will need to go through Green County Zoning, but Town input will be requested. Discussion was had on whether a public hearing will be necessary at the Town level. There may be neighborhood covenants restricting use of the property in this manner. C. Narveson will contact the property owner to request they research the neighborhood covenants before moving forward.
- 9) **Clerk-Treasurer Report**
 - a) **Approve enrollment in Virtual Clerk-Treasurer Institute in July:** J. Wahl requested approval to enroll in the Virtual Clerk-Treasurer Institute through UW-Green Bay in the Level 2 Clerk Program. Early registration will save money for the Town, and J. Wahl will also look into possible scholarship opportunities. J. Hoesly motioned to support the enrollment, B. Elkins 2nd. Motion carries unanimously.
 - b) **Approval & Payment of Bills:** J. Wahl presents checks 20336 – 20363 & various ACHs. T. Pauli motions to approve the checks and ACHs. M. Streiff 2nds. Motion carries unanimously.
- c) **Schedule Next Town Board Meeting:** The next Town Board meeting will be on Wednesday, March 10 at 7 pm. Meetings will continue to be held via Zoom.

10) Chairman's Report:

- a) **Appoint J. Hoesly as Joint ETZ Committee member:** C. Narveson is appointing J. Hoesly as a member of the Joint ETZ Committee with the Village of New Glarus. The Committee will be meeting February 24, 2021 to review a proposed substation in the ETZ.

11) Plan Commission:

- a) **January 21, 2021 minutes:** Not available at the time of the meeting.
- b) **Consider replacement of Land Planning Computer:** C. Narveson proposed the replacement of the 2nd office computer as it is outdated & underpowered. The 2nd office computer will be used by Plan Commission members to research proposed land use agenda items. There was no objection to the purchase.
- c) **Approve continued work by Ward Services & T. Schleeper for Plan Commission Consulting:** Ward services is currently reviewing & updating electronic Land Planning files for the Town. T. Schleeper/Vierbicher will be utilized as a planning consultant by the Plan Commission as necessary. C. Narveson will also find a committee member interested in keeping minutes for Plan Commission meetings with an approved fee per diem.

- 12) Adjourn:** M. Streiff motioned to adjourn the meeting, B. Elkins 2nd. Motion carries unanimously. Meeting adjourned at 8:47 pm.



March 9, 2021

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

Re: Agreement to Provide Professional Consulting Services

Dear Chair Narveson and Members of the Town Board,

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

I. PROJECT UNDERSTANDING

On occasion, property owners and developers request clarifications regarding the development potential of various properties within the Town. These inquiries are generally small in terms of overall time commitment but require a knowledge of the Town of New Glarus Land Division Ordinance, a review of the subject parcels' land division history, and written opinion of the property potential for development. These duties are generally defined within the Town of New Glarus Ordinance as those of the 'Plan Administrator'.

The Town has worked with a consultant to develop a document database and mapping database to help answer questions regarding property development potential. The Town desires the occasional services of an individual to fulfill the role of 'Plan Administrator'. This person would utilize the Town database information to provide assistance on an as-needed basis for development inquiries.

II. SCOPE OF SERVICES

A. Specific Services Provided by Consultant

Consultant shall work as directed by the Town to:

- 1) Review document and mapping databases to determine the development potential for properties within the Town;
- 2) Provide a written recommendation to the Plan Commission, Town Chair or Town Board regarding the development potential of the property;
- 3) Attend meetings to clarify or explain Consultant's recommendation.

B. Additional Services if Requested by Town

If requested by Town, Consultant is prepared to perform site visits and provide other documentation falling within the duties of the 'Plan Administrator' as defined in the Town Land Division Ordinance.

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. SCHEDULE

A. Consultant is prepared to begin work upon authorization to proceed.

IV. SCHEDULE OF DELIVERABLES

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

A. Written documentation with findings on property development potential and recommendations for Town consideration.

V. FEES

A. The scope of services provided shall be completed on a time and expense basis with an allowance amount of \$4,000. The allowance shall not be exceeded without prior authorization.

B. Reimbursable expenses are included in the above stated fees.

VI. GENERAL TERMS AND CONDITIONS

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

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

Sincerely,


Timothy L. Schleeper, PE

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

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

Date

Witness

Consultant



David M. Glusick, PE, Principal
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, WI 53717

March 9, 2021

Date



Witness

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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

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

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

5. General Considerations (for projects involving construction)

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

6. Fees

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

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

7. Sales Tax for Landscape Design Services

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

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

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

8. Dispute Resolution

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

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

9. Insurance

A. Consultant

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

B. Client

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

C. Contractor

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

10. Limitations of Liability/Indemnity

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

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

11. Use of Documents

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

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

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

13. Use of Electronic Media

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

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

14. Opinions of Cost

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

15. Approvals

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

16. Certifications

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

17. Third Parties

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

18. Consequential Damages Waiver

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

19. Standard of Care

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

20. Termination

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

A. For Cause

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

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

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

21. Force Majeure

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

22. Successors, Assigns and Beneficiaries

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

23. Municipal Financial Advisor Services

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

24. Controlling Laws

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

25. Entire Agreement

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



March 9, 2021

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

Re: Agreement for Engineering Consulting Services
County Highway "NN" Trail Construction– Town of New Glarus, Wisconsin

Dear Chair Narveson and Members of the Town Board:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Professional Services to the Town of New Glarus (Client) for the design and construction of a recreational trail along County Highway "NN". All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The contemplated project involves the construction of a Recreational Trail on the north side of CTH "NN" from the intersection with CTH "N" to New Glarus Woods State Park property (approximately 4,400 feet). A 15 foot wide easement will be obtained along the northern side of the CTH "NN" right-of-way in which the path will be constructed. The Town has already acquired easements for much of the project and is in the process of acquiring the remaining easements. It is assumed this project will be performed with Town work forces.

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 Survey:** Consultant shall complete a topographic survey that depicts existing features and conditions. The limits of the topographic survey shall be from the northern edge of the CTH "NN" 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. Topographic survey 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 survey shall include:

- a) Features within the survey limits including, but are not limited to, pavement, driveways, utilities, utility poles, utility pedestals, utility structures, trees (>8" DBH) and signs.
- b) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior limits of the project site.
- c) Topographic shots shall also be taken at 50' intervals along the streets and at driveway centerlines.
- d) Contours at one-foot intervals shall be depicted. Elevations shall be based upon NAVD 88 datum.
- e) A minimum of two project benchmarks shall be located and identified on the topographic survey map.
- f) Existing utilities shall be shown on the map from field located markings by a Diggers Hotline One-Call request and utility maps obtained by the Consultant from the utility companies serving the subject property. Consultant shall not perform any excavations as part of this survey to determine the location of underground facilities. Private utility locates are not part of this survey.
- g) Easements, as referenced on the plat or subsequent surveys shall be shown to the extent that such matters can be depicted.

As part of this work, Consultant shall prepare a base map of the existing conditions for use in design of the improvements.

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 contract for 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. Any re-staking that may be required shall be completed on a time and expense basis. 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.

6. **Miscellaneous Construction Assistance:** Consultant shall attend meetings, visit the site, and provide Construction Assistance as needed at the request of the Client. For purposes of this proposal, Consultant has assumed 4 site visits related to this item.

C. Additional Services if Requested by Client

If necessary, Consultant is prepared to provide the following services on a time and materials basis (or by contract amendment) upon approval by the Client:

Easement and Right-of-Way Acquisition & Additional Survey

It may be necessary to acquire temporary grading easements from adjacent property owners. 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 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.

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. SCHEDULE

This Agreement is based upon the following anticipated schedule:

<u>Activity</u>	<u>Date</u>
A. Field Data Collection	March 15, 2021
B. Preliminary Design.....	April 12, 2021
C. Final Plans & Permit Applications	May 10, 2021
D. Construction Start	June / July 2021
E. Construction Complete	August 2021

IV. SCHEDULE OF DELIVERABLES

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

- A. Appropriate submittals to WDNR and the Client for WDNR WRAPP submittal. (Per NR 151)
- B. Engineer's Opinion of Probable Cost prior to bidding.
- C. Computerized (Microsoft Word, Excel, AutoCAD compatible) copy of plans, and construction photographs as appropriate.

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 Leader. 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.

The Client designates Chris Narveson as Town 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

The estimated fees to provide the scope of services described herein are as follows:

1. Topographic Survey	\$8,500
2. Preliminary Design Plans.....	\$7,900
3. Final Plans for Approval and Construction.....	\$5,900
4. Prepare Permit Applications	\$1,300
5. Construction Staking	\$2,100
6. Miscellaneous Construction Assistance	\$1,200

TOTAL \$26,900

VII. GENERAL TERMS AND CONDITIONS

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

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

Sincerely,


Timothy L. Schleeper, PE

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 Avenue
New Glarus, WI 53574

Date

Witness

Consultant



David M. Glusick, PE, Principal
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, WI 53717

3/9/21
Date



Witness

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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

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

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

5. General Considerations (for projects involving construction)

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

6. Fees

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

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

7. Sales Tax for Landscape Design Services

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

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

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

8. Dispute Resolution

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

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

9. Insurance

A. Consultant

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

B. Client

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

C. Contractor

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

10. Limitations of Liability/Indemnity

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

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

11. Use of Documents

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

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

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

13. Use of Electronic Media

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

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

14. Opinions of Cost

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

15. Approvals

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

16. Certifications

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

17. Third Parties

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

18. Consequential Damages Waiver

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

19. Standard of Care

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

20. Termination

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

A. For Cause

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

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

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

21. Force Majeure

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

22. Successors, Assigns and Beneficiaries

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

23. Municipal Financial Advisor Services

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

24. Controlling Laws

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

25. Entire Agreement

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

**INTER-GOVERNMENTAL AGREEMENT BY AND BETWEEN THE
VILLAGE OF NEW GLARUS, TOWN OF PERRY, TOWN OF PRIMROSE,
TOWN OF YORK, AND TOWN OF NEW GLARUS REGARDING
THE MAINTENANCE OF THE NEW GLARUS FIRE DISTRICT**

WHEREAS, the Village of New Glarus, a Wisconsin municipal corporation, the Towns of Perry and Primrose being located in Dane County, and the Towns of York and New Glarus, being located in Green County, each a Wisconsin body corporate and politic, (together, the “Municipalities”), through their respective governing bodies, desire to address common needs to provide fire protection and rescue services; and

WHEREAS, the Municipalities have the power and authority under the laws of the State of Wisconsin to enter into an agreement for fire protection and rescue services in the hereinafter described area and for the purchase, acquisition and maintenance of fire and rescue vehicles, and all necessary equipment therefor, and for the payment for the same in the manner hereinafter set forth; and,

WHEREAS, the Municipalities deem it necessary, advantageous and efficient to provide fire protection jointly for the Municipalities; and,

WHEREAS, the Municipalities participating in this agreement are presently party to an agreement dated February 25, 1991 and desire by this Agreement to repeal and replace the existing agreement as of the effective date of this Agreement; and

WHEREAS, in consideration of the mutual promises herein set forth the Municipalities agree to cooperate for the public good as set forth herein;

NOW THEREFORE, it is hereby agreed as follows:

1. Purpose. It is the intent of the Municipalities that fire protection continue to be provided in the manner in which it has been in the past by the New Glarus Volunteer Fire Department (“Fire Department”). Except to the extent herein provided, the responsibility for the organization, management, operation and control of the Fire Department rests with the Fire Department. The purpose of this Agreement is to establish a method by which proper funding of fire protection and rescue services can be secured, to specify the rights of the Municipalities in buildings, vehicles and equipment purchased with municipal funds, and to otherwise allocate such responsibility and make such further provisions as are necessary to provide fire protection for the public, residents, businesses, and non-profit entities of the participating Municipalities.
2. Legal Status. The Municipalities do contract, each with the other, and as authorized by the provisions of Wis. Stats. §§60.55, 61.65(1)(a) and 66.0301 do hereby agree to

form a Fire District for residents, businesses and non-profit entities of participating municipalities, which shall be known as the New Glarus Fire District, (the “District”) for the safety of residents and visitors to the participating municipalities.

3. Name. The name of the District shall be the New Glarus Fire District and its headquarters shall be located in the Fire Department headquarters located at 218 4th Ave, in the Village of New Glarus, Green County, Wisconsin.
4. Territorial Boundaries. The District shall be comprised of the following territories:
 - A. All of the area within the corporate limits of the Village of New Glarus, Green County Wisconsin;
 - B. The whole of the Township of New Glarus;
 - C. Section Nos. 12, 13, 14, 15, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and parts of Section Nos. 10, 11, 15, 16, and 19, all in the Town of Primrose, Dane County, Wisconsin.
 - D. Section Nos. 24, 25, and 36 and parts of Nos. 11, 12, 13, 23, 26 and 35 all in the Town of York, Green County, Wisconsin.
 - E. All of Section No. 36 and parts of Section Nos. 24, 25, 26, 34, and 35 all being in the Town of Perry, Dane County, Wisconsin.
5. Additional Territory. Any additional territory may be added to the District by the Trustees upon the following conditions:
 - A. That the proposed territory be contiguous with the existing boundaries of the District.
 - B. That a written petition of all the legal owners of the property proposed to be attached shall be filed with the Trustee.
 - C. That a favorable vote in favor of the petition be made by at least five (5) of the seven (7) Trustees.
6. Boundary Modification Process. No addition to, nor detachment from, the District shall be determined by the Trustees until they have first consulted with the officials of the fire district and the territory from which the lands are to be detached or to which they are to be added. Consultation shall mean that the Trustees shall contact the representatives of any fire district from which the lands are to be detached or to which they are to be added and to request from said district a copy of the minutes of any action taken by said district either favorably or unfavorably on the question. Such

information shall be received by the Trustees prior to consideration of any action on addition or detachment from the District.

Any territory may be detached from the District by written petition, by the legal owners of the land to be detached and upon a vote approving of same by at least five (5) of the seven (7) Trustees.

7. Trustees Composition and Legal Duties.

- A. Board of Trustees Established. The District herein created shall be governed by a board of Trustees (“Board”). The Board shall consist of seven (7) voting representatives: two (2) from the Village of New Glarus, two (2) from the Town of New Glarus, and one (1) each from the Towns of York, Primrose and Perry. Each Board representative shall serve a three-year term. The representatives on the Board from the Village of New Glarus shall be appointed by the Village Board President, subject to confirmation by the Village Board. The representatives of the participating Towns shall be appointed by the respective Town Chairs, subject to confirmation by the respective Town Boards. The term of each member shall expire on June 30 of the last year of their term. Persons appointed to fill a vacancy shall serve out the term of their predecessor. In all instances, each member appointed to the Board shall serve until a successor is appointed and qualifies. Each Trustee shall be a resident of the municipality for which they are appointed.

- B. Administration. In order that there may be direct and prompt action on all administrative matters and problems arising hereunder, the Board is hereby delegated the right to exercise any required administrative function and duty for and on behalf of the District including, without limitation because of enumeration, the right to contract with personnel for operation of the fire equipment, to establish the charges for services rendered and to make collections for the same, to deposit and disburse funds appropriated, the submission and approval of budgets and reports. The Board may make such recommendations to the
Municipalities as it deems to be the best interest of the District.

- C. Quorum. A majority of the members of the Board entitled to a seat shall constitute a quorum.

- D. Board Officers. The Board shall establish and elect its own officers to-wit: a President and Vice-President. The Board may also elect a Treasurer and/or Secretary or it may contract for such services. Elections and any decisions as to Treasurer and/or Secretary shall be by majority vote.

- E. Rules for Meetings. The rules contained in the latest edition of Robert's Rules of Order shall guide the Board in all cases to which they are applicable and in which they are not inconsistent with any special rules of order the Board may have adopted.
- F. Board Meetings.
1. The Board shall fix a date and time for its regular meetings, providing its meetings are held at least monthly.
 2. Special meetings may be called upon with a twenty-four (24) hour written notice by the President or the Secretary or when requested in writing by two Board members.
 3. A copy of the minutes of each Board meeting shall be provided to the clerk of each participating Municipality.
- G. Disbursement of Board Funds. Disbursement of Board funds by check shall be signed by the securer and the President. The Treasurer shall be bonded.
- H. Audits. The Board shall have its financial records audited by an independent certified public accountant every five (5) years. The auditor shall provide copies of the audit report and any management letter to the Clerks of the Municipalities within 15 days after completion of the audit. The costs of the audit shall be paid by the Municipalities in proportionate shares as set forth in paragraph 8, below. Any of the Municipalities shall have the authority to audit the books of the District at any other time, and the District shall provide full disclosure in the event of any requested additional audit. Any such additional audit shall be at the expense of the municipality or municipalities requesting the additional audit.
- I. Monthly Reporting. Monthly, by the first day of each month, or more often, at the option of the Board, or upon a written request by any one of the municipalities, the Board Treasurer shall prepare an itemized statement of all revenues and expenditures of the District and shall submit a copy of such statement to the Clerk of each Municipality. The monthly report from the Treasurer shall include balance sheets and income statements with actual revenues and expenditures identified by month and a comparison tracking to the annual budget.
- J. Liaison. The Board shall keep themselves fully advised of all matters related to Protection Services afforded within and without the District as to the needs of the District and shall make such recommendations to Fire Department

and/or the Municipalities as it deems to be in the best interest of the District. The Board shall also act as a liaison between the Municipalities and the Fire Department and shall exercise the joint general supervisory powers of the Municipalities. Except as otherwise provided in this Agreement, responsibility for the management, operation, and control of the delivery of fire protection services in the District rests with the Fire Department.

- K. Property. The Board shall have the exclusive power to purchase, lease, sell, and dispose of for the District the real property, personal property, equipment and supplies on such terms and conditions as they shall determine, and ownership of same shall be held in the name of the District.

- L. Fire Department. The Board shall annually request of the Fire Department to submit to the District prior to its September meeting a proposed budget for the ensuing calendar year which shall reflect the estimated balance of funds on hand at the end of the current year and the proposed receipts and disbursements for the following year by budgeted categories. The Board shall meet and review the proposed budget with the Fire Department at a meeting prior to September 15 and shall make such modifications to the budget as they deem appropriate. On or before September 15 of each year, the Board shall present the budget for fire protection services as recommend by the boards of each of the Municipalities.

The boards of each Municipality shall either approve or disapprove of the budget submitted by the Board. Should any Municipal board disapprove the proposed budget, the board of each of the Municipalities shall jointly meet on or before November 30 of said year, and shall by majority arrive at the final budget for the ensuing calendar year. At said meeting, each Municipality shall have the same number of votes as they have as members on the Board.

8. Funding

- A. The costs of the operation, capital acquisitions and necessary equipment shall be provided by the Municipalities. The cost of vehicles used by the Fire Department and the necessary associated equipment, the cost of operating, staffing, maintaining, housing and repairing said vehicles and equipment, the cost of providing public liability insurance, property damage insurance to protect the parties hereto and the public, and workers compensation insurance for employees and volunteers of the Fire Department shall be calculated between and paid by the Municipalities by using the improved equalized values for each municipality as a percentage of the equalized values for the entire district.

- B. Improved equalized values shall be determined for each municipality by the Wisconsin Department of Revenue Statement of Changes in Equalized Values by class and item website.
- C. On or before September 1 of each calendar year, the clerk for each municipality shall provide the other municipal clerks with the information pertaining to improved equalized values.

9. Ownership Interest of Assets. The ownership interest of each participating municipality in any real estate and improvements, vehicles and equipment owned or acquired by the District (“Property”) shall be proportionate to the respective contribution made by such municipalities toward acquisition and operating costs as set forth in paragraph 8, above. If any items of Property are donated to, or acquired by the District by gift, they shall remain an asset of the District notwithstanding any other provision herein, including Section 17, and a withdrawing member will not receive a proportionate share of such asset unless the withdrawal is in conjunction with a final dissolution of the District.

To the extent that motor vehicles or equipment are purchased directly from contributions of residents of the District or from funds contributed by the New Glarus Fire Department rather than from contributions of the Municipalities, such motor vehicles or equipment shall belong to the District and not to the Municipalities and no Municipality may claim a share of such motor vehicles or equipment until its final dissolution of the District. In the event of a final dissolution of the District, property rights shall attach to such property in the proportion that each Municipalities’ equalized valuation is to a total equalized valuation of the entire Fire District.

10. Fire Department Building. The premises currently used by the Fire Department for firehouse purposes is titled in the name of the District. The right to possession of the premises by the District and the Fire Department shall continue notwithstanding the withdrawal of any Municipality from the District.

11. Revenues to the District. All revenues received by a participating Municipality from fire and rescue calls and from the 2% Fire Dues Program administered under the Division of Industry Services (IS) of the Wisconsin Department of Safety and Professional Services (DSPS), shall be delivered to the Board as soon as is reasonably practicable after receipt and shall be disbursed by the Board, as required, to defray the operational costs incurred in connection with the service provided under this agreement, and to provide a depreciation reserve fund for the purchase of replacement equipment and vehicles. Should such revenue prove insufficient for such purposes, then each of the Municipalities will pay proportionate shares of any deficit on the basis of their proportionate shares as set forth in paragraph 8, above. All charges for fire calls shall be billed to the Municipalities to this agreement or to any Contract

Municipality receiving services. Each municipality may pay charges for fire calls directly or indirectly bill the resident, business, or non-profit entity involved in the fire call for subsequent payment to the Fire Department.

12. Municipal Borrowing. In the event that the Municipalities determine, following the request of the Board, that the District would benefit from borrowing funds for a significant capital project on behalf of the District, any of the municipalities, at its option, may undertake to borrow funds utilizing general obligation debt. If undertaken, the remaining municipalities shall execute promissory notes to the borrowing municipality for their respective contributions toward payment for the project in the same manner specified in paragraph 6 above.
13. Management and Control of Vehicles, Equipment and Real Estate. The ownership and control of real estate and improvements, vehicles and equipment currently held under the prior agreement are intended to continue under ownership of the Municipalities of the District and under the management and control of the Board.
14. Mutual Aid Agreements: It is further agreed by the parties hereto that fire protection services may be furnished to residents of non-participating municipalities to the extent approved and permitted by the Board, including but not limited to the Mutual Aid Box Alarm System (MABAS). The Board shall review and approve mutual aid agreements pursuant to Section 66.03125 Wisconsin Stats., and establish the radius within which mutual aid will be provided.
15. Recognition of Existing National and State Fire Codes: The parties to this agreement hereby recognize the following national and state fire codes:
 - a. The International Fire Code as may be amended from time to time and to the extent -adopted by the Wisconsin Administrative Code;
 - b. National Fire Protection Association code as may be amended from time to time;
 - c. Chapters SPS 314, 330 and 361-366 of the Wisconsin Administrative Code as may be amended from time to time.

The Fire Chief, as a recognized deputy of the Wisconsin Department of Safety and Professional Services, is responsible for fire inspections. The Fire Chief shall obtain enforcement of the above mentioned codes where necessary, with the cooperation of the respective Village Attorney or Town Attorney.

16. Providing Services to Contract Municipalities. Fire services may be furnished to residents of contract municipalities to the extent permitted by the Board, which shall

establish the radius within which fire and emergency service calls will be answered and the charge to be made for such calls. All amounts received for service calls outside the District are to be credited toward the operation and maintenance of the District and to reduce the Municipalities' proportionate shares of funding the District as determined by this agreement.

17. Withdrawal from Agreement. In the event of withdrawal from this Agreement by any of the Municipalities, the remaining Municipalities shall purchase the interest of the withdrawing party or parties in any vehicles or equipment owned proportionately by the Municipalities at the then book value thereof (i.e. cost less depreciation). The depreciation on trucks and other similar long-lived equipment which were purchased new shall be computed on a straight-line basis of ten (10) years. The depreciation on all other equipment, including that which is not new when purchased by the District, shall be depreciated on the basis of a regular accepted life for such equipment.

The withdrawing party or parties shall receive no reimbursement from the remaining Municipalities nor shall they have further interest in any vehicle or equipment which is either fully depreciated or which has no cost basis to the Municipalities at the time of the withdrawal. The remaining Municipalities shall purchase the interest of the withdrawing party or parties in the real estate and firehouse titled in the name of the District. The value of the withdrawing party's interest shall be calculated by multiplying said party's proportionate interest in the total District times the appropriate percentage of the total original cost of the fire station. The appropriate percentage for the years 2021-2030 shall be 20%. For all years after 2030, unless additional real property is acquired, the appropriate percentage shall be 0%. The interest of the withdrawing party or parties shall be paid by the remaining Municipalities over a period of five (5) years in equal amounts. No interest shall accrue on any unpaid balances.

The withdrawing Municipality shall also receive a proportionate share of surplus funds of the District on hand as of the withdrawal date. This shall include a proportionate share of any funds set aside and/or earmarked for future expenditures. The withdrawing Municipality shall also be charged its proportionate share of all outstanding debt incurred for fire protection as of the date of its withdrawal.

18. Miscellaneous Provisions.

- A. This Agreement shall be in force for an initial term of twenty (20) years following approval by the last Municipality ("Effective Date"). This Agreement shall renew for a successive twenty year term unless it is terminated by providing one (1) year written notice by any one of the Municipalities wishing to terminate no later than, one (1) year prior to the renewal.

- B. This Agreement shall become binding upon each party hereto and effective upon its being executed by the authorized officers of the Municipalities. Until then, the Parties will continue to operate under the existing agreement.

- C. The Municipalities participating in this Agreement recognize that this Agreement repeals all prior agreements between the parties concerning fire trucks or fire services. The ownership of equipment, vehicles and property currently held under prior agreements are intended to continue under the name of the District, and under the management and control of the Board. Additionally, the Board shall provide management and control of the jointly owned municipal real estate which is utilized in carrying out the functions of the District.

- D. The District Board may from time to time by a majority vote make, alter, amend or rescind any part of this Agreement, subject, however, to the approval of the Boards of each of the participating Municipalities.

IN WITNESS WHEREOF, the Village Board of the Village of New Glarus has authorized its Board President and Village Clerk to sign this Agreement this ____ day of _____, 2021.

VILLAGE OF NEW GLARUS

_____	_____	Roger
Truttmann, President	Lynne Erb, Village Clerk	

IN WITNESS WHEREOF, the Town Board of the Town of New Glarus has authorized its Board Chair and Town Clerk to sign this Agreement this ____ day of _____, 2021.

TOWN OF NEW GLARUS

_____	_____
Chris Narveson, Chairman	Jesse Wahl, Town Clerk-Treasurer

IN WITNESS WHEREOF, the Town Board of the Town of York has authorized its Board Chair and Town Clerk to sign this Agreement this ____ day of _____, 2021.

TOWN OF YORK

Stephen Van Hout, Chairman

Jessica L. Schlumpf, Town Clerk

IN WITNESS WHEREOF, the Town Board of the Town of Perry has authorized its Board Chair and Town Clerk to sign this Agreement this ____ day of _____, 2021.

TOWN OF PERRY

Roger Kittleson, Chairman

Mary Price, Town Clerk

IN WITNESS WHEREOF, the Town Board of the Town of Primrose has authorized its Board Chair and Town Clerk to sign this Agreement this ____ day of _____, 2021.

TOWN OF PRIMROSE

Dale Judd, Chairman

Ruth Hansen, Town Clerk

Drafted by:
Attorney William E. Morgan Murphy
Desmond S.C.
State Bar No. 1036014 33 E. Main
Street, Suite 500 Madison, WI 53703

Assessment Proposal Summary for the Town of New Glarus

Services Performed For:
 Town of New Glarus
 Pattie Salter
 Town Clerk

**Associated Appraisal
 Consultants, Inc.**
 Appleton ■ Hurley ■ Lake Geneva



Fee Schedule

The figures below are based on 3 years of professional assessment services. Optional add-on assessment services for a revaluation would be in addition to the price of annual Maintenance.

Contract Proposal	2020 Assessment Year	2021 Assessment Year	2022 Assessment Year
MAINTENANCE	\$7,500	\$7,500	\$7,500
FULL REVALUATION	-	+\$45,000	Optional Add-on Assessment Service
EXTERIOR REVALUATION	-	+\$35,000	

Out-of-Pocket Expenses / Invoice Procedures

MAINTENANCE: The compensation due the Assessor shall continue to be paid in monthly installments throughout the 2020, 2021 and 2022 assessment year(s).

REVALUATION: Payment shall be made on a monthly basis for services and expenses incurred during a Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

- Full Revaluation includes both exterior and interior inspections of all improved parcels. Exterior Revaluation only includes exterior inspections of improved parcels.
- Municipality shall be responsible for all postage costs during the revaluation year and are estimated to cost \$1,175+ depending on how many notices etc. are mailed.
- For budgeting purposes if the Town were to conduct a Full Revaluation for the 2021 assessment year the estimated total compensation would be as follows:

Maintenance	Full Revaluation	Postage	Total
\$7,500	+\$45,000	+\$1,175	= \$53,675

- Financing options are available upon request to spread the revaluation cost over two years.

Town of New Glarus

Check #s 20364 - 20390, payroll direct deposits
& various ACHs

Transaction List by Date
February 11 - March 10, 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
02/19/2021	Payroll Check	DD	Rudolph Gerber	Pay Period: 01/30/2021-02/12/2021	-Split-	689.40
02/19/2021	Payroll Check	DD	Rudolph Gerber	Pay Period: 01/30/2021-02/12/2021	Direct Deposit Payable	-689.40
02/19/2021	Payroll Check	DD	Ron D. Roesslein	Pay Period: 01/30/2021-02/12/2021	-Split-	2,453.21
02/19/2021	Payroll Check	DD	Ron D. Roesslein	Pay Period: 01/30/2021-02/12/2021	Direct Deposit Payable	-2,453.21
02/19/2021	Payroll Check	DD	Jesse M. Wahl	Pay Period: 01/30/2021-02/12/2021	-Split-	846.43
02/19/2021	Payroll Check	DD	Jesse M. Wahl	Pay Period: 01/30/2021-02/12/2021	Direct Deposit Payable	-846.43
02/19/2021	Expense		Alliant Energy	Alliant - WPL PAYMENT	53420 Street Lighting	-21.46
02/19/2021	Expense		Alliant Energy	Alliant - WPL PAYMENT	53420 Street Lighting	-12.88
02/23/2021	Deposit				-Split-	941.71
02/23/2021	Expense			DEPOSIT CORRECTION DEBIT	44210 Dog License Fee IN/OUT	-8.00
02/24/2021	Deposit			DEPOSIT (correction for improper scan)	44210 Dog License Fee IN/OUT	8.00
02/26/2021	Deposit			Interest	48110 Interest Income	304.51
02/26/2021	Deposit			INTEREST	48110 Interest Income	19.19
02/26/2021	Expense		Wisconsin Retirement System	EMPLOYE TRUST FU WRS REMIT 08800 EMPLOYE TRUST FU WRS REMIT 0880000	21520 Retirement Deductions Payable (WRS)	-329.85
02/26/2021	Deposit			INTEREST	48110 Interest Income	3.14
02/26/2021	Deposit			Interest	48110 Interest Income	4.31
02/26/2021	Deposit			INTEREST	48110 Interest Income	24.50
03/05/2021	Payroll Check	DD	Rudolph Gerber	Pay Period: 02/13/2021-02/26/2021 6 emergencies (2 missed on previous pay period)	-Split-	422.94
03/05/2021	Payroll Check	DD	Rudolph Gerber	Pay Period: 02/13/2021-02/26/2021 6 emergencies (2 missed on previous pay period)	Direct Deposit Payable	-422.94
03/05/2021	Payroll Check	DD	Ron D. Roesslein	Pay Period: 02/13/2021-02/26/2021	-Split-	1,867.56
03/05/2021	Payroll Check	DD	Ron D. Roesslein	Pay Period: 02/13/2021-02/26/2021	Direct Deposit Payable	-1,867.56
03/05/2021	Payroll Check	DD	Jesse M. Wahl	Pay Period: 02/13/2021-02/26/2021 Joint ETZ meeting	-Split-	976.96
03/05/2021	Payroll Check	DD	Jesse M. Wahl	Pay Period: 02/13/2021-02/26/2021 Joint ETZ meeting	Direct Deposit Payable	-976.96
03/08/2021	Tax Payment		IRS	Tax Payment for Period: 01/01/2021-02/28/2021	21512 Federal Withholding Taxes Payable	-3,027.85
03/09/2021	Bill Payment (Check)	20364	Quill	3498408	21000 Accounts Payable (A/P)	-237.26
03/09/2021	Bill Payment (Check)	20365	Pat Klossner		21000 Accounts Payable (A/P)	-76.60
03/09/2021	Bill Payment (Check)	20366	Ruth Elmer		21000 Accounts Payable (A/P)	-140.00
03/09/2021	Bill Payment (Check)	20367	Leslie Brugger		21000 Accounts Payable (A/P)	-150.00
03/09/2021	Bill Payment (Check)	20368	Vicki Sasso		21000 Accounts Payable (A/P)	-147.50
03/09/2021	Bill Payment (Check)	20369	Jan Hoesly		21000 Accounts Payable (A/P)	-73.30
03/09/2021	Bill Payment (Check)	20370	Deb Schilt		21000 Accounts Payable (A/P)	-80.00
03/09/2021	Bill Payment (Check)	20371	Russel Dobitz		21000 Accounts Payable (A/P)	-500.00
03/09/2021	Bill Payment (Check)	20372	Jeff & Elizabeth Lamb		21000 Accounts Payable (A/P)	-500.00
03/09/2021	Bill Payment (Check)	20373	Visa		21000 Accounts Payable (A/P)	-904.64
03/09/2021	Bill Payment (Check)	20374	Blanchardville Co-op Oil Association		21000 Accounts Payable (A/P)	-2,568.69
03/09/2021	Bill Payment (Check)	20375	WARD services		21000 Accounts Payable (A/P)	-1,734.00
03/09/2021	Bill Payment (Check)	20376	New Glarus Utilities		21000 Accounts Payable (A/P)	-299.57
03/09/2021	Bill Payment (Check)	20377	New Glarus Welding		21000 Accounts Payable (A/P)	-40.67
03/09/2021	Bill Payment (Check)	20378	Computer Know How		21000 Accounts Payable (A/P)	-956.49
03/09/2021	Bill Payment (Check)	20379	News Publishing Co., Inc		21000 Accounts Payable (A/P)	-33.39
03/09/2021	Bill Payment (Check)	20380	Menards - Madison West	30580365	21000 Accounts Payable (A/P)	-688.66
03/09/2021	Bill Payment (Check)	20381	Pellitteri Waste Systems		21000 Accounts Payable (A/P)	-8,984.59
03/09/2021	Bill Payment (Check)	20382	Viking Hardware		21000 Accounts Payable (A/P)	-214.37
03/09/2021	Bill Payment (Check)	20383	Associated Appraisal Consultants		21000 Accounts Payable (A/P)	-625.00
03/09/2021	Bill Payment (Check)	20384	Kasieta Legal Group		21000 Accounts Payable (A/P)	-1,500.00

Town of New Glarus

Transaction List by Date
February 11 - March 10, 2021

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
03/09/2021	Bill Payment (Check)	20385	Helen Beck		21000 Accounts Payable (A/P)	-100.00
03/09/2021	Bill Payment (Check)	20386	Vierbicher		21000 Accounts Payable (A/P)	-825.00
03/09/2021	Bill Payment (Check)	20387	Double D Services, Inc		21000 Accounts Payable (A/P)	-
03/09/2021	Deposit				-Split-	39,136.00
03/10/2021	Bill Payment (Check)	20388	CNA Surety		21000 Accounts Payable (A/P)	1,007.00
03/10/2021	Bill Payment (Check)	20389	Weaver Auto Parts		21000 Accounts Payable (A/P)	-200.00
03/10/2021	Bill Payment (Check)	20390	Securian Financial Group, Inc		21000 Accounts Payable (A/P)	-86.44
03/10/2021	Deposit				-Split-	-126.94
03/10/2021	Deposit				-Split-	1,875.00
03/10/2021	Deposit				-Split-	5,154.00

Town of New Glarus

Bills and Applied Payments

February 11 - March 10, 2021

DATE	TRANSACTION TYPE	MEMO/DESCRIPTION	NUM	AMOUNT
Associated Appraisal Consultants				
03/09/2021	Bill Payment (Check)		20383	-625.00
03/01/2021	Bill	March 2021	153150	625.00
Blanchardville Co-op Oil Association				
03/09/2021	Bill Payment (Check)		20374	-2,568.69
02/28/2021	Bill	Feb fuel/correction for Jan/Feb miscalculation		2,568.69
CNA Surety				
03/10/2021	Bill Payment (Check)		20388	-200.00
02/28/2021	Bill	clerk-treasurer bond 5/1/21-5/1/22		200.00
Computer Know How				
03/09/2021	Bill Payment (Check)		20378	-956.49
03/08/2021	Bill	Mar Microsoft 365		87.50
02/24/2021	Bill	Lenovo M720 Desktop - Plan Computer		819.00
03/03/2021	Bill	5 pt switch for printer connection	35367	49.99
Deb Schilt				
03/09/2021	Bill Payment (Check)		20370	-80.00
02/16/2021	Bill	Feb 16 Spring Primary 8 hours x \$10/hr		80.00
Double D Services, Inc				
03/09/2021	Bill Payment (Check)		20387	-
				39,136.00
02/15/2021	Bill	custom fuel tank 2020 ford f-550	25366	990.00
02/15/2021	Bill	upfit 2020 f-550 truck per quote	25365	38,146.00
Helen Beck				
03/09/2021	Bill Payment (Check)		20385	-100.00
03/04/2021	Bill	Mar Cleaning		100.00
Jan Hoesly				
03/09/2021	Bill Payment (Check)		20369	-73.30
03/01/2021	Bill	Spring Primary Feb 16, 2021 7 hrs + 20 min webinar @ \$10/hr		73.30

Town of New Glarus

Bills and Applied Payments

February 11 - March 10, 2021

DATE	TRANSACTION TYPE	MEMO/DESCRIPTION	NUM	AMOUNT
Jeff & Elizabeth Lamb				
03/09/2021	Bill Payment (Check)		20372	-500.00
03/09/2021	Bill	Lamb - Return Driveway Deposit paid in 2020		500.00
Kasieta Legal Group				
03/09/2021	Bill Payment (Check)		20384	-1,500.00
01/31/2021	Bill	building inspector agreement, COBRA paperwork, log cabin	11374	1,500.00
Leslie Brugger				
03/09/2021	Bill Payment (Check)		20367	-150.00
03/01/2021	Bill	Spring Primary election February 16, 2021 14.66 hrs + 20 min webinar @\$10/hr		150.00
Menards - Madison West				
03/09/2021	Bill Payment (Check)		20380	-688.66
02/24/2021	Bill	2x12 - 16 + hardware for shop shelving rack	87377	688.66
New Glarus Utilities				
03/09/2021	Bill Payment (Check)		20376	-299.57
03/01/2021	Bill	Electric		299.57
New Glarus Welding				
03/09/2021	Bill Payment (Check)		20377	-40.67
03/04/2021	Bill	hose for plow	87103	40.67
News Publishing Co., Inc				
03/09/2021	Bill Payment (Check)		20379	-33.39
03/04/2021	Bill	2/10 special meeting notice		33.39
Pat Klossner				
03/09/2021	Bill Payment (Check)		20365	-76.60
03/01/2021	Bill	Spring Primary Feb 16, 2021 7.33 hours & 20 min webinar @ \$10/hr		76.60

Town of New Glarus

Bills and Applied Payments

February 11 - March 10, 2021

DATE	TRANSACTION TYPE	MEMO/DESCRIPTION	NUM	AMOUNT
Pellitteri Waste Systems				
03/09/2021	Bill Payment (Check)		20381	-8,984.59
02/28/2021	Bill	539 units garbage/recycling	1844469	8,984.59
Quill				
03/09/2021	Bill Payment (Check)		20364	-237.26
03/04/2021	Bill	address stamp		29.99
02/08/2021	Bill	HP toner, cups, lids	147249342	207.27
Russel Dobitz				
03/09/2021	Bill Payment (Check)		20371	-500.00
03/09/2021	Bill	Dobitz 2019 driveway deposit returned		500.00
Ruth Elmer				
03/09/2021	Bill Payment (Check)		20366	-140.00
03/01/2021	Bill	Spring Primary February 16,2021 13 hrs + 1 hour public testing @ \$10/hr		140.00
Securian Financial Group, Inc				
03/10/2021	Bill Payment (Check)		20390	-126.94
02/28/2021	Bill	Mar Life Insurance		126.94
Vicki Sasso				
03/09/2021	Bill Payment (Check)		20368	-147.50
03/01/2021	Bill	Spring Primary Feb. 16, 2021 14.5 hours + 20 min webinar @ \$10/hr		147.50
Vierbicher				
03/09/2021	Bill Payment (Check)		20386	-825.00
02/09/2021	Bill	Schneider - Argue Rd Development	00028	825.00
Viking Hardware				
03/09/2021	Bill Payment (Check)		20382	-214.37
02/28/2021	Bill	plow repair (Rudy), shovel, scraper, plexiglass (election)		214.37

Visa

Town of New Glarus

Bills and Applied Payments

February 11 - March 10, 2021

DATE	TRANSACTION TYPE	MEMO/DESCRIPTION	NUM	AMOUNT
03/09/2021	Bill Payment (Check)		20373	-904.64
03/01/2021	Bill	election meals, doorbell, clerk-treasurer institute, quickbooks, payroll, zoom		857.54
03/01/2021	Bill	2x4s for election barriers		47.10
WARD services				
03/09/2021	Bill Payment (Check)		20375	-1,734.00
03/08/2021	Bill	57.8 hours scanning, updating, distributing plan comm database & files	149	1,734.00
Weaver Auto Parts				
03/10/2021	Bill Payment (Check)		20389	-86.44
02/28/2021	Bill	hydraulic oil, hitch pin		86.44

-----Original Message-----

From: Ben Neff <ben.neff@me.com>

Sent: Tuesday, February 23, 2021 9:32 AM

To: Chris Narveson <cnarveson@townofnewglarus.com>; Arthur, John J - DNR <John.Arthur@wisconsin.gov>; Mark Pernitz <mpernitz@gmail.com>

Cc: Burns, Melissa M - DNR <melissa.burns@wisconsin.gov>; Schmelzer, Steven J - DNR <Steven.Schmelzer@wisconsin.gov>; Beth Blahut <bblahut@charter.net>

Subject: Re: County Highway NN and New Glarus Woods SP

Hi everyone, just wanted to follow up on this question and understand where things are at.

Thanks,

Ben

> On Feb 12, 2021, at 5:50 PM, Ben Neff <ben.neff@me.com> wrote:

>

> Hi everyone,

>

> Members of the Friends group have noticed an increase in the number of vehicles parked at New Glarus Woods State Park during the past 12 months; the skyrocketing popularity of individual outdoor activities during the pandemic has been well publicized. Residential development on County Highway NN has also expanded recently. The resulting increase of traffic on County Highway NN through the park is highlighting the dangerous dynamics between the highway, the NN parking lot, the campground entrance/exit onto NN, and the foot traffic on the highway between the NN lot and trail access points. Visibility is limited on this stretch through the park and vehicle speeds frequently exceed posted limits.

>

> The safety issues regarding the NN parking lot and the campground exit onto NN were documented in the park's original 1980 master plan. The plan recommended closure of Cnty Hwy NN as a solution, one that was also intended also address other negative impacts of the highway on the park. Although County Highway NN traffic through the park has been a topic of concern for some time among the DNR, County and Township (as well as the Friends group), so far there's been no formal plan and the problem has only worsened.

>

> My impression of the situation is that all parties wish to resolve this issue and could easily collaborate to find an agreeable solution. The Township of New Glarus has recently received a grant to construct a bike path along Cnty NN west of the park, so it seems like the right time to tackle a comprehensive solution to address all these issues.

>

> Would you please LMK if there is a plan in the works, or if a discussion can be scheduled to address this ongoing concern?

> Thank you,

> Ben Neff



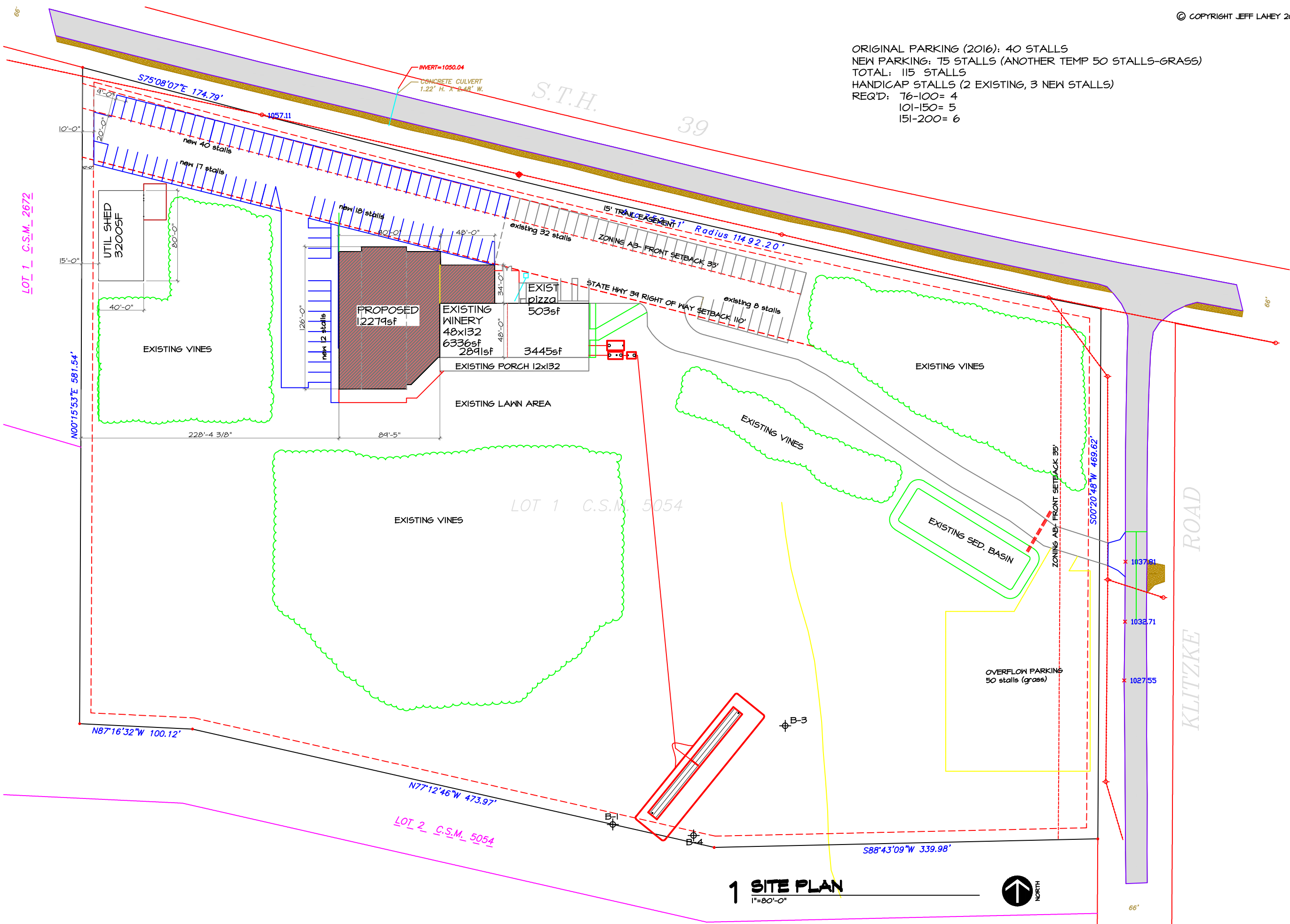
JEFFREY J LAHEY ARCHITECT

9110 COUNTY ROAD G
MOUNT HOREB, WI 53572
jlahey@jds.net

NO.	ISSUANCE	DATE
1	INITIAL	01-18-21

CERTIFICATION AND SEAL

ORIGINAL PARKING (2016): 40 STALLS
NEW PARKING: 75 STALLS (ANOTHER TEMP 50 STALLS-GRASS)
TOTAL: 115 STALLS
HANDICAP STALLS (2 EXISTING, 3 NEW STALLS)
REQ'D: 76-100 = 4
101-150 = 5
151-200 = 6



PROPOSED ADDITION FOR:
BAILEYS RUN WINERY & VINEYARD

N8523 KLITZKE ROAD
NEW GLARUS, WI 53574

DRAWING TITLE: SITE PLAN	
PROJECT NUMBER:	20052
DRAWN BY:	JJL
CHECKED BY:	JJL
SHEET NUMBER:	C101

1 SITE PLAN
1"=80'-0"



TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, FEBRUARY 18, 2021
AGENDA AND MINUTES

*****Meeting minutes presented in bold type for each agenda item*****

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

LOCATION: Plan Commission meetings will take place solely via Zoom until further notice due to risks associated with COVID-19.

Zoom Meeting
Meeting ID: 998 4822 3424
Password: 347806

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

DATE: Thursday, February 18, 2021
TIME: 7:00 p.m.

Attending: In Person: Chris Narveson

Via Zoom: Bob Elkins, Mark Pernitz, Craig Galhouse, Reg Reis, John Ott, Tim Schleeper, Bob Talarczyk, Eric Anton, Carla Wolf, Doug Karls, Dana Doll

AGENDA

- 1) Call to Order: **Meeting called to order at 7 pm by C. Narveson**
- 2) Proof of Posting: **C. Narveson attested to proof of posting**
- 3) Approve Minutes
 - a) **January 21, 2021 – deferred to next meeting.**
- 4) Public Comments – **Chris to provide commission members with draft field road ordinance at the 3/18/21 meeting.**
- 5) Review Doll Building Envelope
 - a) **Karls / Doll spoke about the home they would like to do.**
 - b) **The envelope can be adjusted but needs to follow the variance process and go to the Board.**
 - c) **The owner will need to prepare an exhibit for the Board to consider and which can be recorded in a manner that doesn't limit future owners or encumber the title for the property.**
 - d) **Doll requested to be on the March meeting and requested the Town Attorney draft a resolution for action by the Board.**
- 6) Discuss ETZ Forster Substation project
 - a) **Tim Schleeper presented the review letter and issues requested for plan adjustment.**
 - b) **Ott asked if the plan had been sent to the Drainage district for review. – Applicant responded no. Ott provided contact number for district liason. Applicant to contact the District and coordinate review and approval.**
 - c) **J. Freitag motioned to approve the plans per the recommendations in the Town Engineer's letter dated February 18, 2021 and to allow the parcel to access Valley View Road, J. Ott 2nd. Motion carries**
- 7) Review Wolf Buildable Lot

a) **Based on the preliminary research it appears that this lot is contiguous with the lot in the Town of Exeter and thus would not have a split available. The tax description does reference two CSMs however.**

b) **Tim Schleeper to look at CSM's on file in the Town office to see if further evidence of the lot / lots exists and contacts Ms. Wolf regarding same.**

8) Schedule Next Meeting Date as needed, currently listed for March 18, 2021 @ 7 pm

9) Adjourn – **7:59 pm**

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

AGENDA POSTED: New Glarus Town Hall: February 17th, 2021
 New Glarus Garage: February 17th, 2021
 New Glarus Post Office: February 17th, 2021
 townofnewglarus.com: February 17th, 2021

Minutes by:

Chris Narveson, Chair
Town of New Glarus Plan Commission

Tim Schleeper
Plan Administration

Posting by:

Jesse Wahl
Clerk -Treasurer



151.51

21

152.03

152.6

152.041

152.06

156.12

152.2

152.8

152.4

152.5

156.2