

TOWN OF NEW GLARUS
REGULAR TOWN BOARD MEETING
AUGUST 14, 2024, 6:00 PM
AGENDA

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

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

VIRTUALLY: <https://us06web.zoom.us/j/88675560397?pwd=bbqXP6t05XAWM5EBbo3e9PrD6USnmg.1>

Meeting ID: 886 7556 0397

Passcode: 224625

Dial by your location: 312 626 6799

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

1. Call to Order
2. Confirm Proof of Posting
3. Approve Minutes
 - a) Regular Town Board meeting – July 10, 2024
 - b) Special Town Board meeting – July 17, 2024
4. Public Comments
5. Discussion Regarding Review of Other Municipal Facilities with Possible Action to Approve a Town of New Glarus Plan of Action with Community Input
6. Review and Possibly Approve Quote for Septic, Well, and/or Fencing for STH 39 Town Property
7. Discussion with Possible Action Regarding Direction for Town Plan Commission to Review Town of New Glarus Comprehensive Plan for Commercial Development Opportunities Outside of the Village Extraterritorial Zoning Jurisdiction, Sunset Date for Open Space, Etc.
8. Discussion and Possible Action to Approve the Recommendation from the Town Plan Commission to Approve the Creation of a GIS Map of Normal Density Development Potential of the Six Sections of the Town within the Village of New Glarus Extraterritorial Zoning Jurisdiction
9. Update Regarding Site Work Plans for Town Property along STH 39 Including an Internal Trail
10. Discussion with Possible Action to Hire a Limited Term Employee to Work on Internal Park Trails on the STH 39 Property
11. Update on 2024 Road Maintenance
12. Discuss and Possibly Approve Driveway Escrow Refund to Essers for Farmers Grove Road
13. Discuss and Possibly Approve Class “B” Temporary Malt Beverage License and Temporary Soda License for the Wilhelm Tell Guild Annual Plan to be held on Saturday August 31, 2024 with a Rain Date on Sunday, September 1, 2024
14. Consider and Possibly Approve a 2024 Budget Amendment by Resolution
15. Patrolman Report
16. Clerk-Treasurer Report
 - a) Update on August 13, 2024 Partisan Primary
 - b) Approval and payment of bills
17. Chairman Report
18. Park Commission – July 17, 2024 regular minutes and June 26, 2024 special minutes
19. Plan Commission – July 18, 2024 minutes
20. Adjourn

POSTED: 8/07/2024

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

Chris Narveson, Chair

John Wright, Clerk-Treasurer

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

**REGULAR TOWN BOARD MEETING
WEDNESDAY, JULY 10, 2024
MINUTES**

Town Board Attending: Chris Narveson (Chair), Matt Streiff, Mark Pernitz, Bob Elkins, and Troy Pauli (6:02PM)

Board Members Absent: none.

Also Attending: John Wright: Town Clerk-Treasurer; Sara Beth Hahner: Deputy Clerk; Amy Trumble: New Glarus Public Library (departed 6:04PM); Tim Schleeper and Olivia Stramara: contract planners from Vierbicher; Harry Pulliam: Park Commission Chair.

1. **Call to Order** – Chair Narveson called the meeting to order at 6:01 PM.
2. **Confirm Proof of Posting** – Deputy Clerk Hahner attested to the proper proof of posting.
3. **Approve Minutes**
 - a) Joint meeting with the Village of New Glarus and New Glarus Library Board on June 10, 2024 – A motion to approve the minutes was made by Supervisor Elkins; seconded by Supervisor Pernitz. Motion carried 4-0.
 - b) Regular Town Board Meeting on June 12, 2024 – A motion to approve the minutes was made by Supervisor Streiff; seconded by Supervisor Elkins. Motion carried 4-0.
 - c) Special Town Board on June 17, 2024 – A motion to approve meeting minutes (closed session) was made by Supervisor Elkins; seconded by Supervisor Pernitz. Motion carried 4-0.
 - d) Special Town Board Meeting on June 24, 2024 - A motion to approve meeting minutes (closed session) was made by Supervisor Streiff; seconded by Supervisor Elkins. Motion carried 4-0.
4. **Public Comments:** Amy Trumble thanked the Town Board Supervisors for all their help (in the matter of the commercial offer to purchase Town Property by the Village of New Glarus, in which the Town Board approved providing a Letter of Intent outlining the initial terms of the sale of the Town Hall). Trumble stated the library submitted its proposal today for the Flexible Facilities Program Grant and will be notified of any grant award on or before October 1, 2024.
5. **Reviewed and/or approved:**
 - a) Transfer of Department of Natural Resource Grant from STH 39 to Durst Road to Within the STH 39 Town Park: Chair Narveson stated he was informed that this is possible, but the completion timeline is short. He stated he was informed that the Town's submittal should include an intergovernmental agreement between the Town and New Glarus-Monticello High Schools cross-country teams to demonstrate cooperation with the Town for the upkeep of running trails for the teams' practices and meets. Supervisor Pernitz stated he and Coach Dennis Haak did a walkabout of the Town property last weekend. Pernitz discussed the potential of multi-use trail development, using such materials as crushed limestone and mown grass trails. Clerk-Treasurer Wright reminded the Board of the information shared at the Special Town Board Meeting of June 17, 2024 and the monies that remain in support of the project. Tim Schleeper stated Vierbicher can amend its contract to design the trails. Motion to transfer the Natural Resources Grant (from STH 39) to within the STH 39 Town Park made by Supervisor Streiff; seconded by Supervisor Pauli. Motion carried 5-0.
 - b) Document of Support with the New Glarus School District Cross Country Team to demonstrate intergovernmental cooperation: Provided in the meeting packet. No action needed.
 - c) Requests for Proposal for septic and well for STH 39 Town property and fencing quotes: Chair Narveson stated that borings could help further determine the best locations for future buildings. There followed a discussion about design options A and B in the Master Park Plan, if a combined building (Public Works and Town Hall) is possible, and whether other locations along STH 39 are being considered. Tim Schleeper stated Vierbicher can provide fencing specifications to share with potential contractors. Motion to approve Chair Narveson to accept quotes for site testing for septic and well and to accept bids for fencing to be installed along the farmette property lines made by Supervisor Pernitz; seconded by Supervisor Elkins. Motion carried 5-0.
6. **Review and Possibly Approve Master Park Plan for the Town of New Glarus:** Motion to approve the Master Park Plan with the amendment that what is designated currently as the existing Agriculture Access now become a crushed limestone multi-use bike/hike path, with the option to accommodate for other types of

surfaces, as needed, due to slopes made by Supervisor Pernitz; Seconded by Supervisor Pauli. Motion carried 5-0.

7. Consider and Possibly Approve Appointments to an Ad Hoc

- a) Garage building subcommittee
- b) Town Hall building subcommittee

After discussion and without objection, the Town Board, along with Town Staff, will take part in field trips to tour existing municipal buildings before forming subcommittees. Because a quorum is likely, notices of field trips will be properly posted.

8. Discussion with Possible Action Regarding Site Work Plans for Town Property along STH 39: No action needed.

9. Update on Discussions with the Village of New Glarus Board and Public Library Board: The update was provided during: 4. Public Comments.

10. Discuss and Possibly Appoint a Town Member to a Swiss Church Cemetery Committee: After discussion, without objection, the response to the Village will be that the Board is unable to get involved at this time. Chair Narveson will share this decision with the Village Administrator.

11. Review and Possibly Approve Request to Use Town Hall Community Room for Hunter Safety Classes on August 10-11, 2024 and Distribute Sample Ordinances: Supervisor Pauli states he was approached by Brent Peters about the potential use of the Community Room for a DNR Hunter Safety course. Peters provided a letter from the DOA that summarizes the Certificate of Protection in lieu of an insurance policy. Wright stated he was told there would be working firearms in the building, but no ammunition present. Motion to approve a request to use the Town Hall Community Room for hunter safety classes August 10-11, 2024, waiving the \$25 fee due to Supervisor Pauli's sponsoring the request, made by Supervisor Pernitz; seconded by Supervisor Streiff. Motion Carried 5-0

12. Review and Possibly Approve Operator Licenses: Clerk-Treasurer Wright stated that Chief Sturdevant conducted the background check on all applicants and has recommended approval for all three Motion to approve the Operator Licenses for Thoemke, Bhattacharya, and Holcomb made by Supervisor Elkins; seconded by Supervisor Pernitz. Motion carried 5-0.

13. Review of Fireworks Permits Approved by the Town Chair: Three permits were submitted: one approved by the Town Chair and two approved by the Clerk-Treasurer in the absence of the Chair. No action needed. There followed a discussion about whether the Town should publicly notice approved permits in the newspaper, on the Website, and on social media.

14. Discuss and Possibly Approve Class "B" Temporary Malt Beverage License and Temporary Soda License for the New Glarus Männerchor for Volksmarch and Volksfest to be held on Saturday August 3, 2024, and Sunday, August 4, 2024: Clerk-Treasurer Wright presented the application and was available for any questions. Motion to approve the application made by Supervisor Streiff; seconded by Supervisor Pauli. Motion carried 5-0.

15. Patrolman Report – Updates and Discussion of Crops Growing within Town Rights-of-Way with Possible Action: Chair Narveson stated the Patrolman is having to mow the rights-of-way along some town roads again and stated there have been complaints about crops encroaching too far into the right-of-way. There followed a discussion about sending out notices prior to the planting season starting next year. The Board discussed that the current situation on Marty Road could be a safety hazard for motorists. Motion to have the Town Patrolman mow five feet of the corn crop growing in the right-of-way, plus the vision corners going around the curves along the right-of-way, on Marty Road made by Supervisor Elkins; seconded by Supervisor Streiff. Motion carried 5-0.

Chair Narveson provided an update on the Town's participation in the installation of an adaptive playground at Candy Cane Park. The Town had been approached to assist with this Village project. Plans are to create an access point near 10th Avenue and 5th Street. The Town Patrolman expects to begin site work next week.

16. Clerk-Treasurer Report

- a) Update on August 13, 2024 Partisan Primary preparations: Clerk-Treasurer Wright provided an update on election training for the Town Staff and Election Officials. 51 absentee ballots were mailed out the last week of June.

- b) Approval and payment of bills: Motion to approve checks 21616-21634, ACH, and transfers made by Supervisor Pernitz; seconded by Supervisor Elkins. Motion carried 5-0.
- c) Request to send Deputy Treasurer to 2024 WMCA Annual Conference for New Clerks Class on Wednesday, August 28, 2024 from 9 AM until 4 PM: \$90 enrollment plus mileage reimbursement and hourly pay: Motion to approve made by Supervisor Pauli, seconded by Supervisor Elkins. Motion carried 5-0.
- d) Update on 2024 Maintenance of Effort Report for Fire Protective Services and EMS: Deputy Clerk Hahner reported the MOE report was successfully completed and submitted on time and that the DOR sent out a thank you email to municipalities for completing the first report of its kind.
- e) Coordination with Weed Commissioner and need of a replacement in 2025: Clerk-Treasurer Wright reported that current Weed Commissioner Mike Davis is stepping down and a new commissioner will need to be appointed for next year. This is a joint position with the Village.
- f) Presentation Of 2023 Financial Statements With Independent Auditor's Report And Confirm Submission of 2023 Annual Financial Report For The Census Bureau: Clerk-Treasurer Wright stated copies of the report were provided to the Town Board. He can relay any questions to Tara Bast.

Additional item: Clerk-Treasurer Wright stated that the Brazen Dropouts Cycling Club has provided the Town with a Certificate of Insurance for their event on Saturday, August 10, 2024.

- 17. **Chairman Report**: The Town Board discussed potential options to survey Town residents about ATV/UTV use of Town roads. Deputy Clerk Hahner will contact the Wisconsin Elections Commission about surveys in polling places.
- 18. **Park Commission – June 19, 2024 regular minutes and June 26, 2024 special minutes**: Chair Pulliam stated he hopes to have a report from the restoration committee at next week's meeting and updates on the DNR grant will likely be discussed.
- 19. **Plan Commission – June 20, 2024 minutes**: The draft meeting minutes were in the packet. No discussion.
- 20. **Adjourn** – Motion to adjourn made by Supervisor Pernitz; second by Supervisor Streiff. Meeting adjourned at 8:04PM.

Approved:

Prepared by Sara Beth Hahner, Deputy Clerk

Town of New Glarus
SPECIAL TOWN BOARD MEETING, SITE VISITS
WEDNESDAY, JULY 17, 2024
MINUTES

Town Board Attending: Chris Narveson (Chair), Matt Streiff, and Mark Pernitz

Absent: Bob Elkins (visited the day prior) and Troy Pauli

1. **Call to Order** – Chair Narveson called the meeting to order at 2:00 PM at the Stoughton Public Works facility located at 2439 County Highway A in Stoughton, Wisconsin.
2. **Proof of Posting** – Chair Narveson attested to the proper proof of posting.
3. **Review and Possibly Approve 2025 Employee Health Insurance Percentage of Coverage by the Town** – Chair Narveson reported that two employees are currently covered by health insurance offered through the Wisconsin Department of Employee Trust Funds (ETF). Since the enactment of Act 10, the maximum amount a municipality may contribute is 88% towards the health insurance premium of average premiums within Green County offered by qualified providers. Traditionally, the Town has offered its qualifying employees health insurance and, if accepted, the Town covers 88% of the premium cost. The rates for 2025 health insurance premiums, by County, were released by the ETF early this year and they require municipalities to commit to their percentage of support on or before July 31, 2024.

A motion to approve Town coverage of qualifying employee health insurance at a rate of 88% was made by Supervisor Pernitz; seconded by Commissioner Streiff. Motion carried 3-0.
4. **Conduct Building Tours** – No members of the public joined the group as they reviewed the City of Stoughton Public Works facility or the subsequent tour of the Town of Brooklyn Fire/EMS facility, located at 401 West Main Street in Brooklyn Wisconsin. The group arrived in Brooklyn at 4:06 PM.

Adjourn – A motion to adjourn was made by Supervisor Streiff; seconded by Commissioner Pernitz. Motion carried 3-0 at 4:24 PM.

Approved:

Transcribed from Chair Narveson notes by John Wright, Clerk-Treasurer



ESTIMATE

Verona, WI

July 27, 2024	ESTIMATE DATE
Chris 3495	CUSTOMER ID

When Quality Matters

Raymond A. Hellenbrand

Cell: (608) 516-5526

Home: (608) 848-2804

Fax: (608) 848-2804

E-mail: drhfence@gmail.com

Amount Due Date: -

Please remit balance within 15 days of invoice.
Or add a 1.5% interest charge per month.

1.5% interest:

Amount Due After Due Date:

CUSTOMER INFO:

Chris Narveson

26 Fifth Ave

New Glarus, Wi

Phone: 608-636-3495

Email: cnarveson@greencountywi.org

Estimate Detail

Date	Item #	Description	Quantity	\$ per		Down Payment / Discount
				Quantity	Total Charge	
7/27/24	1	Install 2820' of a 4-strand barb wire fence, all corners will be double braced for strength. Includes one 16' gate opening. 5 steel and a wood with a 12' spacing and 4 point Cattlemans barb wire.	1	9,700.00	9,700.00	
	2	This would be 2820' of a 4' Woven wire fence		12,700.00	-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Total					9,700.00	-

PROPERTY BOUNDARIES ARE THE RESPONSIBILITY OF THE PROPERTY OWNERS

After the job has started there will be an extra charge for:

1. Installation of gates if not already on the bid
2. Tree and brush cutting
3. Removal of brush
4. Tear out of old fence
5. Removal of old materials
6. Digging through rock
7. Hand dig over electrical lines

Subtotal \$ 9,700.00

Down Payment / Discount \$ -

Total Amount Due Estimate

Down payment to accept bid: \$ 5,820.00

Make all checks payable to: DRH Fencing, LLC

8112 Dairy Ridge Rd.

Verona, WI 53593

Looking forward to your business!

Sager Fencing

W5151 Harper Rd
Monticello, WI 53570
Office: 608-328-2299
Roger: 608-558-2419
Jeremy: 608-558-5504
Gavin: 608-558-2209
Fax: 608-328-2298
Email: jhsager@gmail.com

Date: 7-23-24
Name: Chris Norvesson (Town of New Glau)
Address: W6594 Hwy 39
City, State: New Glau
Phone: 608-636-3495
Email: _____

Job Specifications

chain link
wood
steel
vinyl
farm

Feet 2820
Gates 0
Gates _____
Height _____
Corners _____
Ends _____
Gate 9/11
Color:
Reg
Black
Brown

Remove old fence
Remove dirt
Bottom wire
Brush

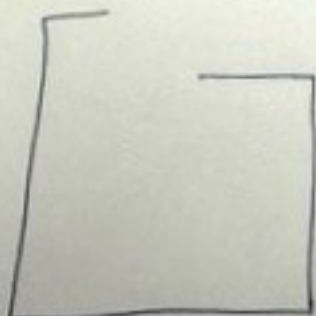
Diggers #: _____
Date: _____ Time: _____

Notes

\$ _____ per hole for hand digging
with utilities present.

GATES EXTRA

2820' 4 Barbbed wire 11,860.00
2820' 47" woven 17,600.00

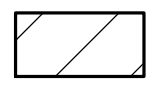




Signature _____
Customer Acceptance of Contract

\$ _____



Legend

-  Lot Division Potential
-  2023 Parcels
-  PLSS Sections

Notes:

1. Lands not hatched have no additional building site potential.
2. Lands hatched may have additional building site potential using cluster density rules.
3. Labelling shown includes the land owner name at date of ordinance adoption (1997) followed by potential large lot density building sites available. An asterisk indicates that this land is part of a larger acreage land block.



June 14, 2024

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

Re: Agreement to Provide Professional Services

Dear Chris,

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

I. PROJECT UNDERSTANDING

Client desires a visual tool to communicate land development potential within the Town. The information will be conveyed by maps of the Town with basic supporting documentation. Initially the maps may be made public via the Town web portal using Portable Document Format (PDF) with the potential to have Green County host a layer on the Green County GIS Data Viewer.

II. SCOPE OF SERVICES

A. General

Consultant shall evaluate large lot land division potential for building sites on a section-by-section basis through the Town based on Chapter 110 of the Town's Code of Ordinances. This potential shall be transferred to PDF section maps of the Town with a legend, reference to the original farm owner at date of ordinance, and other information to assist the public with interpretation of the information.

B. Specific Services Provided by Consultant

1. Section maps of the Town (1 through 36) will be provided depicting which parcels have large-lot density development potential, and the potential building sites available. These maps will be created in PDF format using the Consultants GIS software.
2. Split computation sheets for each parcel with additional development potential shall be created to assist the public with understanding the basis for the development potential interpretation. This information will be based on the Clients Access database used to track land divisions within the Town.

III. INFORMATION PROVIDED BY OTHERS

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

- A. Assistance from the Town Clerk regarding parcels with complex land development history.

IV. SCHEDULE

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

Activity	Date
1. Authorization to Proceed	July 10, 2024
2. Draft Maps for Review by Town Plan Commission	September 19, 2024
3. Final Maps and documents to Town for Approval and Use	October 17, 2024

V. SCHEDULE OF DELIVERABLES

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

- A. PDF Maps of Development Potential
- B. PDF Documentation for Development Potential Determinations

VI. DESIGNATION OF RESPONSIBLE PARTIES

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

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

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

VII. FEES

- A. **The estimated hourly fee to provide the scope of services described herein is: \$16,100**
- B. The estimated fees are based on 36 sections of review not including lands within the Village of New Glarus. The above budget is based on 2.5 professional hours of analysis and map making in each section of the Town.
- C. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

VIII. GENERAL TERMS AND CONDITIONS

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

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

Sincerely,


Timothy Schleeper, PE
Project Leader

Enclosure: General Terms and Conditions

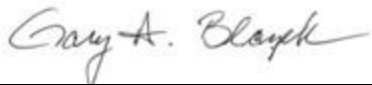
AUTHORIZATION TO PROCEED

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

Client

Consultant

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



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

Date

June 14, 2024

Date

Witness



Witness

© Vierbicher Associates, Inc.

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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

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

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

5. Additional General Considerations (for projects involving construction)

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

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

6. Fees

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

7. Sales Tax for Landscape Design Services

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

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

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

8. Dispute Resolution

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

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

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

9. Insurance

A. Consultant

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

B. Client

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

C. Contractor

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

10. Limitations of Liability/Indemnity

A. Definitions:

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

B. Limitation of Liability

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

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

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

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

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

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

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

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

11. Betterment

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

12. Use of Documents

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

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

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

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

14. Use of Electronic Media

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

15. Opinions of Cost

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

16. Approvals

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

17. Certifications

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

18. Third Parties

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

19. No Express or Implied Warranty

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

20. Damages Waiver

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

21. Standard of Care

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

22. Termination

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

A. For Cause

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

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

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

23. Force Majeure/Project Schedule

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

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

24. Successors, Assigns and Beneficiaries

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

25. Municipal Financial Advisor Services

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

26. Controlling Laws

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

27. Entire Agreement

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

28. Authority

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



August 8, 2024

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

Re: Agreement to Provide Professional Services (Updated August 2024)

Dear Chris,

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

I. PROJECT UNDERSTANDING

Client desires a visual tool to communicate land development potential within the Town. The information will be conveyed by maps of the Town with basic supporting documentation. Initially the maps may be made public via the Town web portal using Portable Document Format (PDF) with the potential to have Green County host a layer on the Green County GIS Data Viewer.

II. SCOPE OF SERVICES

A. General

Consultant shall evaluate large lot land division potential for building sites on a section-by-section basis through the Town based on Chapter 110 of the Town's Code of Ordinances. This potential shall be transferred to PDF section maps of the Town with a legend, reference to the original farm owner at date of ordinance, and other information to assist the public with interpretation of the information.

B. Specific Services Provided by Consultant

1. Section maps of the Town within the ETZ area will be provided (6 sections) depicting which parcels have large-lot density development potential, and the potential building sites available. These maps will be created in PDF format using the Consultants GIS software.
2. Split computation sheets for each parcel with additional development potential shall be created to assist the public with understanding the basis for the development potential interpretation. This information will be based on the Clients Access database used to track land divisions within the Town.

III. INFORMATION PROVIDED BY OTHERS

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

- A. Assistance from the Town Clerk regarding parcels with complex land development history.

IV. SCHEDULE

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

Activity	Date
1. Authorization to Proceed	August 14, 2024
2. Draft Maps for Review by Town Plan Commission	September 19, 2024

V. SCHEDULE OF DELIVERABLES

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

- A. PDF Maps of Development Potential
- B. PDF Documentation for Development Potential Determinations

VI. DESIGNATION OF RESPONSIBLE PARTIES

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

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

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

VII. FEES

- A. **The estimated hourly fee to provide the scope of services described herein is: \$3,100**
- B. The estimated fees are based on 6 sections of review not including lands within the Village of New Glarus. The above budget is based on 2.5 professional hours of analysis and map making in each section of the Town.
- C. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

VIII. GENERAL TERMS AND CONDITIONS

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

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

Sincerely,


Timothy Schleeper, PE
Project Leader

Enclosure: General Terms and Conditions

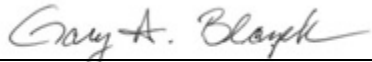
AUTHORIZATION TO PROCEED

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

Client

Consultant

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



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

Date

August 8, 2024

Date

Witness



Witness

© Vierbicher Associates, Inc.

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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

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

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

5. Additional General Considerations (for projects involving construction)

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

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

6. Fees

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

7. Sales Tax for Landscape Design Services

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

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

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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.

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A. Consultant

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

C. Contractor

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

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- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
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In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

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

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

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

11. Betterment

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

12. Use of Documents

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

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

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

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

14. Use of Electronic Media

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

15. Opinions of Cost

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

16. Approvals

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

17. Certifications

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

18. Third Parties

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

19. No Express or Implied Warranty

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

20. Damages Waiver

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

21. Standard of Care

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

22. Termination

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

A. For Cause

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

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

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

23. Force Majeure/Project Schedule

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

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

24. Successors, Assigns and Beneficiaries

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

25. Municipal Financial Advisor Services

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

26. Controlling Laws

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

27. Entire Agreement

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

28. Authority

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

TOWN OF NEW GLARUS Green

County, Wisconsin

(608) 636-3495

APPLICATION FOR DRIVEWAY CONSTRUCTION PERMIT

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

Name of Property Owner: Alex & Elizabeth Esser

Address of New Driveway: Farmers Grove Road

Name of Applicant: Brian Butenhoff Phone Number of Applicant: 608- [REDACTED]

Date of Application: 11-30-23 Contractor: JBC Custom Homes LLC

Date culvert will be installed 12/4

Date six inches of aggregate rock will be laid down 12/6

Date final application of two inches of gravel will be done _____

Date erosion control will be finished _____

Signature [Signature]
(Owner, Agent, Contractor)

Date 11/30/23

Inspection Fee \$ 500

Security Deposit: \$ 1,000

Date of Receipt of Fee: 12/04/2023
ck 120 56 JBC Custom Homes

Received By: John Wright

A Construction Permit/Driveway Access Permit, will be granted for the above driveway provided the construction plan conforms to the New Glarus Driveway Permit Ordinance. A driveway construction plan and erosion control plan must be presented to the Patrol Superintendent, (608) 558-4965. A non-refundable Five Hundred Dollar (\$500) Inspection Fee and a refundable One Thousand Dollar (\$1,000) security deposit must be posted before a permit will be issued.

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

RECEIVED NOV 30 REC'D

Results of Inspection:

X Driveway plan and completion dates are in accordance with ordinance approved by Town Board.

_____ Driveway is not acceptable

_____ Owner will make required improvements by _____

_____ Owner is unwilling to correct defects.

Signature [Signature]
(Town Chair or Designee)

Date 7-28-2024

Signature [Signature]
(Town Clerk)

Date 7-30-2024

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

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

FEE \$ _____

Application Date: _____

Town Village City of _____

County of _____

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

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

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

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

1. Organization (check appropriate box) →

Bona fide Club

Church

Lodge/Society

Veteran's Organization

Fair Association or Agricultural Society

Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name _____

(b) Address _____
(Street) Town Village City

(c) Date organized _____

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President _____

Vice President _____

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: _____

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

(a) Street number _____

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event _____

(b) Dates of event _____

DECLARATION

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

Officer _____
(Signature / Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

SODA WATER BEVERAGE LICENSE

NO. 155

\$ 10.00

To sell soda water beverages, pursuant to section 60.053 (2) of the Wisconsin Statutes.

STATE OF WISCONSIN,
Town of New Glarus
Green County, WI

..... TO ALL WHOM IT MAY CONCERN:

WHEREAS, the local governing body for the Town of New Glarus, County of Green Wisconsin, has authorized the granting of a License to **WILHELM TELL COMMUNITY GUILD** upon application therefore, which application is on file in the Clerk's office, to sell Soda Water Beverages as defined by Section 97.34 of the Wisconsin Statutes, to be consumed on or off the premises, pursuant to Section 66.053 (2) of the Wisconsin Statutes;

AND WHEREAS, the said applicant has paid to the Treasurer the sum of **\$ 10.00** for such License as provided by local ordinances, and has complied with all the requirements necessary for obtaining such license:

LICENSE IS HEREBY ISSUED to said applicant to sell Soda Water Beverages to be consumed on or off the premises, pursuant to Section 66.053(2) of the Wisconsin Statutes, at the following described premises:

TELL GROUNDS, W5199 COUNTY HWY W, NEW GLARUS, WI

FOR THE PERIOD OF **AUGUST 31 AND SEPTEMBER 1, 2024**. This license is subject to all resolutions, ordinances, regulations and provisions as may be at any time imposed by the local governing body or any laws of the State of Wisconsin, and subject to revocation as provided by law.

Given under my hand and the corporate seal of the Town of New Glarus, this. 14th day of **AUGUST, 2024**.

.....
Clerk-Treasurer



Town of New Glarus

Transaction Detail by Account

July 11 - August 14, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE	DEBIT
10000 DDA 2306 - 2 - 1								
07/17/2024	Sales Receipt	1535	Wilhelm Tell Community Guild Inc.		-Split-	20.00	20.00	\$20.00
08/14/2024	Bill Payment (Check)	21635	Anthony Kesich		21000 Accounts Payable (A/P)	-15.00	5.00	
08/14/2024	Bill Payment (Check)	21636	Associated Appraisal Consultants		21000 Accounts Payable (A/P)	-1,250.00	-1,245.00	
08/14/2024	Bill Payment (Check)	21637	Auto Value New Glarus		21000 Accounts Payable (A/P)	-27.98	-1,272.98	
08/14/2024	Bill Payment (Check)	21638	Bjoin Limestone		21000 Accounts Payable (A/P)	-162.69	-1,435.67	
08/14/2024	Bill Payment (Check)	21639	Blanchardville Co-op Oil Association		21000 Accounts Payable (A/P)	-557.61	-1,993.28	
08/14/2024	Bill Payment (Check)	21640	Computer Know How		21000 Accounts Payable (A/P)	-161.50	-2,154.78	
08/14/2024	Bill Payment (Check)	21641	Finger Publishing, Inc		21000 Accounts Payable (A/P)	-22.05	-2,176.83	
08/14/2024	Bill Payment (Check)	21642	General Code		21000 Accounts Payable (A/P)	-1,195.00	-3,371.83	
08/14/2024	Bill Payment (Check)	21643	General Code		21000 Accounts Payable (A/P)	-1,874.00	-5,245.83	
08/14/2024	Bill Payment (Check)	21644	Green County Clerk		21000 Accounts Payable (A/P)	-1,500.00	-6,745.83	
08/14/2024	Check	21645	Void - misprint	Information printed on the back of the check	51980 Other General Government	0.00	-6,745.83	\$0.00
08/14/2024	Check	21646	Void - misprint	Information printed on the back of the check	51980 Other General Government	0.00	-6,745.83	\$0.00
08/14/2024	Bill Payment (Check)	21647	Green County Highway Department		21000 Accounts Payable (A/P)	-56,591.03	-63,336.86	
08/14/2024	Bill Payment (Check)	21648	Green County Solid Waste Management		21000 Accounts Payable (A/P)	-327.00	-63,663.86	
08/14/2024	Bill Payment (Check)	21649	Helen Beck		21000 Accounts Payable (A/P)	-100.00	-63,763.86	
08/14/2024	Bill Payment (Check)	21650	Jason Neton		21000 Accounts Payable (A/P)	-56.33	-63,820.19	
08/14/2024	Bill Payment (Check)	21651	JBC Custom Homes.		21000 Accounts Payable (A/P)	-1,000.00	-64,820.19	
08/14/2024	Bill Payment (Check)	21652	Johnson Block and Company, Inc		21000 Accounts Payable (A/P)	-5,000.00	-69,820.19	
08/14/2024	Bill Payment (Check)	21653	Mark Pernitz.		21000 Accounts Payable (A/P)	-39.96	-69,860.15	
08/14/2024	Bill Payment (Check)	21654	New Glarus Fire District		21000 Accounts Payable (A/P)	-11,835.86	-81,696.01	
08/14/2024	Bill Payment (Check)	21655	New Glarus Hardware		21000 Accounts Payable (A/P)	-76.85	-81,772.86	
08/14/2024	Bill Payment (Check)	21656	New Glarus Utilities		21000 Accounts Payable (A/P)	-339.20	-82,112.06	
08/14/2024	Bill Payment (Check)	21657	New Glarus Welding		21000 Accounts Payable (A/P)	-220.00	-82,332.06	
08/14/2024	Bill Payment (Check)	21658	Paul Klassy JR		21000 Accounts Payable (A/P)	-50.00	-82,382.06	
08/14/2024	Bill Payment (Check)	21659	Pellitteri Waste Systems		21000 Accounts Payable (A/P)	-9,707.92	-92,089.98	
08/14/2024	Bill Payment (Check)	21660	Sara Hahner		21000 Accounts Payable (A/P)	-20.79	-92,110.77	
08/14/2024	Bill Payment (Check)	21661	Securian Financial Group, Inc		21000 Accounts Payable (A/P)	-233.07	-92,343.84	
08/14/2024	Bill Payment (Check)	21662	Total Inspection Services, LLC		21000 Accounts Payable (A/P)	-1,425.06	-93,768.90	
08/14/2024	Bill Payment (Check)	21663	Total Inspection Services, LLC		21000 Accounts Payable (A/P)	-825.71	-94,594.61	
08/14/2024	Bill Payment (Check)	21664	Total Inspection Services, LLC		21000 Accounts Payable (A/P)	-648.24	-95,242.85	
08/14/2024	Bill Payment (Check)	21665	Total Inspection Services, LLC		21000 Accounts Payable (A/P)	-1,013.88	-96,256.73	
08/14/2024	Bill Payment (Check)	21666	Visa		21000 Accounts Payable (A/P)	-773.93	-97,030.66	
08/14/2024	Bill Payment (Check)	21667	Visa		21000 Accounts Payable (A/P)	-406.27	-97,436.93	
08/14/2024	Bill Payment (Check)	21668	WTA Green County Unit		21000 Accounts Payable (A/P)	-50.00	-97,486.93	
08/14/2024	Bill Payment (Check)	21669	Yahara Materials		21000 Accounts Payable (A/P)	-284.16	-97,771.09	
08/13/2024	Payment	2210	Alex & Elizabeth Esser		13000 Accounts Receivable (A/R)	85.89	-97,685.20	\$85.89
07/24/2024	Payment	7503	Karen Talarczyk		13000 Accounts Receivable (A/R)	824.83	-96,860.37	\$824.83
07/16/2024	Deposit				-Split-	75.00	-96,785.37	\$75.00
07/18/2024	Transfer			TRANSFER TO MUNICIPAL LEGACY ACCOUNT XXXXXX1623	Repurchase Agreement 1623	-13,000.00	-	
							109,785.37	
07/18/2024	Deposit		State of WI - DOA	State of Wisconsin WI PS ACH XXXXXX2094	43420 Fire Insurance 2%	11,835.86	-97,949.51	\$11,835.86
07/19/2024	Deposit			TRANSFER FROM MUNICIPAL LEGACY ACCOUNT XXXXXX1623	Repurchase Agreement 1623	1,000.00	-96,949.51	\$1,000.00
07/19/2024	Expense		Alliant Energy	Alliant - WPL PAYMENT XXXXXX0000	53420 Street Lighting	-70.08	-97,019.59	
07/22/2024	Deposit		State of WI - DOA	State of Wisconsin WI PS ACH XXXXXX6557	43410 State Shared Revenue	11,908.15	-85,111.44	\$11,908.15
07/22/2024	Expense		Organic Payroll	PAYROLLBILLING BILLING XXXXX6028	Uncategorized Expense	-59.00	-85,170.44	
07/22/2024	Transfer			TRANSFER TO MUNICIPAL LEGACY ACCOUNT XXXXXX1623	Repurchase Agreement 1623	-11,000.00	-96,170.44	
07/22/2024	Deposit		State of WI - DOA	State of Wisconsin WI PS ACH XXXXXX6556	43430 Exempt Computer Aid	56.12	-96,114.32	\$56.12
07/24/2024	Expense			Group Insurance EFTPAY WS2GPCXXXX1908	51980 Other General Government	-4,597.92	-	
							100,712.24	
07/24/2024	Deposit				-Split-	2,065.15	-98,647.09	\$2,065.15
07/26/2024	Deposit				-Split-	50.00	-98,597.09	\$50.00



Town of New Glarus

Transaction Detail by Account

July 11 - August 14, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE	DEBIT
07/26/2024	Transfer			TRANSFER TO MUNICIPAL LEGACY ACCOUNT XXXXXX1623	Repurchase Agreement 1623	-2,000.00	-	
							100,597.09	
07/31/2024	Expense		Wisconsin Retirement System	EMPLOYE TRUST FU WRS REMIT 0880000	21520 21520 Retirement Deductions Payable (WRS)	-1,583.13	-	
							102,180.22	
07/31/2024	Expense		Spectrum	SPECTRUM SPECTRUM 2043319	51535 Other Financial Expenses:51600-02 Town Hall Utilities	-259.96	-	
							102,440.18	
08/05/2024	Expense		Organic Payroll	PAYROLLBILLING BILLING XXXXX6028	Uncategorized Expense	-59.00	-	
							102,499.18	
08/09/2024	Expense		WE Energy	WE ENERGIES PAYMENT XXXXXXXX5200001	51535 Other Financial Expenses:51600-03 Town Hall Maintenance	-9.90	-	
							102,509.08	
08/09/2024	Expense		WE Energy	WE ENERGIES PAYMENT XXXXXXXX5200002	51535 Other Financial Expenses:51600-02 Town Hall Utilities	-9.90	-	
							102,518.98	
08/12/2024	Deposit				-Split-	7,223.48	-95,295.50	\$7,223.48
08/12/2024	Transfer			TRANSFER TO MUNICIPAL LEGACY ACCOUNT XXXXXX1623	Repurchase Agreement 1623	-8,000.00	-	
							103,295.50	
08/13/2024	Transfer			Impact fees from Brueggemann for W6032 Durst Road	Impact Fees 4612	-4,800.00	-	
							108,095.50	
Total for 10000 DDA 2306 - 2 - 1						\$ -		\$35,144.48
						108,095.50		

Town of New Glarus

Transaction List by Date

July 11 - August 14, 2024

DATE	TRANSACTION TYPE	NUM	POSTING	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
07/17/2024	Sales Receipt	1535	Yes	Wilhelm Tell Community Guild Inc.		10000 DDA 2306 - 2 - 1	-Split-	20.00
08/14/2024	Bill Payment (Check)	21635	Yes	Anthony Kesich		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-15.00
08/14/2024	Bill Payment (Check)	21636	Yes	Associated Appraisal Consultants		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-1,250.00
08/14/2024	Bill Payment (Check)	21637	Yes	Auto Value New Glarus		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-27.98
08/14/2024	Bill Payment (Check)	21638	Yes	Bjoin Limestone		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-162.69
08/14/2024	Bill Payment (Check)	21639	Yes	Blanchardville Co-op Oil Association		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-557.61
08/14/2024	Bill Payment (Check)	21640	Yes	Computer Know How		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-161.50
08/14/2024	Bill Payment (Check)	21641	Yes	Finger Publishing, Inc		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-22.05
08/14/2024	Bill Payment (Check)	21642	Yes	General Code		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-1,195.00
08/14/2024	Bill Payment (Check)	21643	Yes	General Code		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-1,874.00
08/14/2024	Bill Payment (Check)	21644	Yes	Green County Clerk		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-1,500.00
08/14/2024	Check	21645	Yes	Void - misprint	Information printed on the back of the check	10000 DDA 2306 - 2 - 1	51980 Other General Government	0.00
08/14/2024	Check	21646	Yes	Void - misprint	Information printed on the back of the check	10000 DDA 2306 - 2 - 1	51980 Other General Government	0.00
08/14/2024	Bill Payment (Check)	21647	Yes	Green County Highway Department		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-
08/14/2024	Bill Payment (Check)	21648	Yes	Green County Solid Waste Management		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	56,591.03
08/14/2024	Bill Payment (Check)	21649	Yes	Helen Beck		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-327.00
08/14/2024	Bill Payment (Check)	21649	Yes	Helen Beck		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-100.00
08/14/2024	Bill Payment (Check)	21650	Yes	Jason Neton		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-56.33
08/14/2024	Bill Payment (Check)	21651	Yes	JBC Custom Homes.		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-1,000.00
08/14/2024	Bill Payment (Check)	21652	Yes	Johnson Block and Company, Inc		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-5,000.00
08/14/2024	Bill Payment (Check)	21653	Yes	Mark Pernitz.		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-39.96
08/14/2024	Bill Payment (Check)	21654	Yes	New Glarus Fire District		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-
08/14/2024	Bill Payment (Check)	21655	Yes	New Glarus Hardware		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	11,835.86
08/14/2024	Bill Payment (Check)	21655	Yes	New Glarus Hardware		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-76.85
08/14/2024	Bill Payment (Check)	21656	Yes	New Glarus Utilities		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-339.20
08/14/2024	Bill Payment (Check)	21657	Yes	New Glarus Welding		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-220.00
08/14/2024	Bill Payment (Check)	21658	Yes	Paul Klassy JR		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-50.00
08/14/2024	Bill Payment (Check)	21659	Yes	Pellitteri Waste Systems		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-9,707.92
08/14/2024	Bill Payment (Check)	21660	Yes	Sara Hahner		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-20.79
08/14/2024	Bill Payment (Check)	21661	Yes	Securian Financial Group, Inc		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-233.07
08/14/2024	Bill Payment (Check)	21662	Yes	Total Inspection Services, LLC		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-1,425.06
08/14/2024	Bill Payment (Check)	21663	Yes	Total Inspection Services, LLC		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-825.71
08/14/2024	Bill Payment (Check)	21664	Yes	Total Inspection Services, LLC		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-648.24
08/14/2024	Bill Payment (Check)	21665	Yes	Total Inspection Services, LLC		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-1,013.88
08/14/2024	Bill Payment (Check)	21666	Yes	Visa		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-773.93
08/14/2024	Bill Payment (Check)	21667	Yes	Visa		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-406.27
08/14/2024	Bill Payment (Check)	21668	Yes	WTA Green County Unit		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-50.00
08/14/2024	Bill Payment (Check)	21669	Yes	Yahara Materials		10000 DDA 2306 - 2 - 1	21000 Accounts Payable (A/P)	-284.16
08/13/2024	Payment	2210	Yes	Alex & Elizabeth Esser		10000 DDA 2306 - 2 - 1	13000 Accounts Receivable (A/R)	85.89
07/24/2024	Payment	7503	Yes	Karen Talarczyk		10000 DDA 2306 - 2 - 1	13000 Accounts Receivable (A/R)	824.83
07/16/2024	Deposit		Yes			10000 DDA 2306 - 2 - 1	-Split-	75.00
07/18/2024	Transfer		Yes		TRANSFER TO MUNICIPAL LEGACY ACCOUNT XXXXXX1623	10000 DDA 2306 - 2 - 1	Repurchase Agreement 1623	-
07/18/2024	Deposit		Yes	State of WI - DOA	State of Wiscons WI PS ACH XXXXXX2094	10000 DDA 2306 - 2 - 1	43420 Fire Insurance 2%	11,835.86
07/19/2024	Expense		Yes	Alliant Energy	Alliant - WPL PAYMENT XXXXXX0000	10000 DDA 2306 - 2 - 1	53420 Street Lighting	-70.08
07/19/2024	Deposit		Yes		TRANSFER FROM MUNICIPAL LEGACY ACCOUNT XXXXXX1623	10000 DDA 2306 - 2 - 1	Repurchase Agreement 1623	1,000.00
07/22/2024	Deposit		Yes	State of WI - DOA	State of Wiscons WI PS ACH XXXXXX6556	10000 DDA 2306 - 2 - 1	43430 Exempt Computer Aid	56.12
07/22/2024	Deposit		Yes	State of WI - DOA	State of Wiscons WI PS ACH XXXXXX6557	10000 DDA 2306 - 2 - 1	43410 State Shared Revenue	11,908.15
07/22/2024	Expense		Yes	Organic Payroll	PAYROLLBILLING BILLING XXXXX6028	10000 DDA 2306 - 2 - 1	Uncategorized Expense	-59.00

Town of New Glarus

Transaction List by Date

July 11 - August 14, 2024

DATE	TRANSACTION TYPE	NUM	POSTING NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
07/22/2024	Transfer			TRANSFER TO MUNICIPAL LEGACY ACCOUNT XXXXXX1623	10000 DDA 2306 - 2 - 1	Repurchase Agreement 1623	- 11,000.00
07/24/2024	Expense			Group Insurance ETFPay WS2GPCXXXX1908	10000 DDA 2306 - 2 - 1	51980 Other General Government	-4,597.92
07/24/2024	Deposit				10000 DDA 2306 - 2 - 1	-Split-	2,065.15
07/26/2024	Deposit				10000 DDA 2306 - 2 - 1	-Split-	50.00
07/26/2024	Transfer			TRANSFER TO MUNICIPAL LEGACY ACCOUNT XXXXXX1623	10000 DDA 2306 - 2 - 1	Repurchase Agreement 1623	-2,000.00
07/31/2024	Expense		Spectrum	SPECTRUM SPECTRUM 2043319	10000 DDA 2306 - 2 - 1	51535 Other Financial Expenses:51600-02 Town Hall Utilities	-259.96
07/31/2024	Expense		Wisconsin Retirement System	EMPLOYE TRUST FU WRS REMIT 0880000	10000 DDA 2306 - 2 - 1	21520 21520 Retirement Deductions Payable (WRS)	-1,583.13
08/05/2024	Expense		Organic Payroll	PAYROLLBILLING BILLING XXXXX6028	10000 DDA 2306 - 2 - 1	Uncategorized Expense	-59.00
08/09/2024	Expense		WE Energy	WE ENERGIES PAYMENT XXXXXXXX5200002	10000 DDA 2306 - 2 - 1	51535 Other Financial Expenses:51600-02 Town Hall Utilities	-9.90
08/09/2024	Expense		WE Energy	WE ENERGIES PAYMENT XXXXXXXX5200001	10000 DDA 2306 - 2 - 1	51535 Other Financial Expenses:51600-03 Town Hall Maintenance	-9.90
08/12/2024	Deposit				10000 DDA 2306 - 2 - 1	-Split-	7,223.48
08/12/2024	Transfer			TRANSFER TO MUNICIPAL LEGACY ACCOUNT XXXXXX1623	10000 DDA 2306 - 2 - 1	Repurchase Agreement 1623	-8,000.00
08/13/2024	Transfer			Impact fees from Brueggemann for W6032 Durst Road	10000 DDA 2306 - 2 - 1	Impact Fees 4612	-4,800.00

Employer Contribution Calculation Tool

This tool is designed to aid employers in determining their employer contribution rate for health insurance based on the State Statutes that govern employer contributions.

Click on each green box below, and then click the corresponding drop-down arrow. Select your response from the options presented by the drop-down arrow. Once a response is provided for each green box, the employer contribution will be displayed as a dollar value.

To clear values and start over, click the "Clear Values" button at the bottom.

Step 1: Select your county from the drop-down arrow in the green box.

Green

Step 2: Select your Program Option Code from the drop-down arrow in the green box.

PO2

Step 3: Is the employee group a collective bargaining unit? Select your answer from the drop-down arrow in the green box.

No

Step 4: Is the employee group for part-time employees who work less than 1044 hours per year? Select your answer from the drop-down arrow in the green box.

No

Given the information you provided, the total premium the employer contribution will be based on is:

	Single Coverage	Family Coverage
\$	1,130.64	\$ 2,784.34

Step 5: Select the percent of the total premium the employer will contribute from the drop-down arrow in the green box.

88%

That percentage calculates to the following employer contribution (in dollars):

	Single Coverage	Family Coverage
\$	994.96	\$ 2,450.22

2024 Municipal Official Contact Information

Comun Code 23024	Municipality TOWN OF NEW GLARUS	Account No. 0658	Report Type ORIGINAL
----------------------------	---	----------------------------	--------------------------------

CLERK/TREASURER								Information is current and correct <input checked="" type="checkbox"/>	
First Name JOHN	MI	Last Name WRIGHT	Date Assumed 01/01/2022		Physical Address is same as Mailing address <input type="checkbox"/>				
Mailing Address				Physical Address					
Street 1 PO BOX 448				Street 1 26 5TH AVE					
Street 2				Street 2					
City NEW GLARUS		State WI	Zip Code 53574		City NEW GLARUS		State WI	Zip Code 53574	
Contact Information									
Primary Email CLERK@TOWNOFNEWGLARUSWI.GOV				Secondary Email					
Work phone (608) 527-2390		Cell phone		Home phone		Fax (608) 527-3390			

HEAD OF GOVERNMENT								Information is current and correct <input checked="" type="checkbox"/>	
First Name CHRIS	MI	Last Name NARVESON	Date Assumed 04/01/2015		Physical Address is same as Mailing address <input checked="" type="checkbox"/>				
Mailing Address				Physical Address					
Street 1 W5943 DURST ROAD				Street 1 W5943 DURST ROAD					
Street 2				Street 2					
City NEW GLARUS		State WI	Zip Code 53574		City NEW GLARUS		State WI	Zip Code 53574	
Contact Information									
Primary Email CNARVESON@TOWNOFNEWGLARUSWI.GOV				Secondary Email					
Work phone (608) 636-3495		Cell phone		Home phone (608) 527-5677		Fax			

Preparer Information / Signature Statement			
Preparer			
Name John Wright	Title Town of New Glarus Clerk-Treasurer	Email clerk@townofnewglaruswi.gov	Phone (608) 527-2390
Signature Statement			
Under penalties of law, I declare this form and all applicable attachments are true, correct, and complete to the best of my knowledge and belief			
Do you agree with the statement above?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Confirmation		
You successfully submitted your report		
Submission Date 07-31-2024 10:44 AM	Submission Type ORIGINAL	Confirmation Number ADB20240658O1722440679751

PARK COMMISSION MEETING

July 17, 2024

Minutes

Attending: Harry Pulliam (Chair), Kelly Ruschman, Mark Pernitz, Chris Narveson, Jason Neton (arrived at 6:08 PM), and Mona Sue French (arrived at 6:20 PM)

Absent: Rose Pertzborn

Also attending: John Wright: Clerk-Treasurer; Shahnaz Shahidain: Village of New Glarus resident, and Frank Grenzow: Town of New Glarus resident,

1. **Call to Order** – Chair Pulliam called the meeting to order at 6:06 PM.
2. **Proof of Posting** – Clerk Treasurer Wright attested to proper proof of posting.
3. **Approve Minutes**
 - a. June 19, 2024 – A motion to approve the June 19, 2024 regular minutes as presented, was made by Commissioner Narveson; seconded by Commissioner Pernitz. Motion carried, 4-0.
 - b. June 26, 2024 – A motion to approve the June 26, 2024 special minutes as presented, was made by Commissioner Pernitz; seconded by Commissioner Ruschman. Motion carried, 4-0.
4. **Public Comments** – Shahnaz Shahidain stated that she was impressed by the adopted Master Park Plan. Chair Pulliam reported that Kim Seffrood of Everything's Possible Foundation had requested a draft copy of the Town Master Park Plan from Town staff. Pulliam stated that the two chatted by phone this morning. The group historically has partnered with municipalities to assist with playground equipment.
5. **Report on Town Board Approval of Master Park Plan on July 10, 2024** – Chair Pulliam reported that the Board approved the Plan at their regular meeting last week. It was noted that there was one amendment to the Plan to designate the north/south trail for biking/hiking, likely to be constructed of crushed limestone, some sections may possibly be paved where washing due to stormwater might occur, and the option of mowed grass paths.
6. **Update on Prairie Restoration at Town Park** – Commissioner Neton reported that he has spoken with Jasmine Wyant, the invasives specialist with the Upper Sugar River Watershed Association regarding possible vendor choices. He contacted Agrecol (Evansville), who specialize in native seeds. This vendor works in conjunction with other services, including Heartland Ecological Group (Mount Horeb). Neton's point of contact has been Jeff Kraemer, the Vice President of the organization. The preferred method for seeding is broadcasting although the drilling method is an available option. The cost per acre includes three years of management by their team. According to Neton, Applied Ecological Services (Brodhead) is another option. They were acquired by Resource Environmental Solutions (RES, Bellaire, TX) in 2021. Terence Ruane is Neton's point of contact. Neton will be meeting with Kristina Weld, a project manager from Quercus Land Stewardship Services (Black Earth) Thursday, August 1, 2024 at 3:30 PM at the Town property. Chair Pulliam reported that he has spoken with a representative from Adaptive Restoration (Mount Horeb).

Commissioner Neton's goal is to set up meetings with vendors and all members are welcome to attend. Chair Pulliam recommended that once dates and times are established, to share the information with Town Hall staff so they can distribute the information to Park Commission members. There followed a brief discussion regarding parking at the Town property on State Highway 39. Commissioner Neton stated that he has yet to reach out to Tall Grass Restoration (Milton), Good Oak Ecological Services (Madison), Eco-Resource Consulting (Stoughton), or Field & Stream Restorations (Cottage Grove). Commissioner Ruschman confirmed that Elliot Buol will establish a cover crop after harvesting winter wheat this year.

7. Update on Decision by Town Board re: Grant for Trail along Hwy 39 –

Commissioner Narveson stated that he and Commissioner Pernitz have spoken with Cheryl Housley about adoption of the Master Park Plan and the amendment to accommodate an internal trail or trails within the Park property in order to transfer the grant previously awarded to the Town. Tim Schleeper of Vierbicher and Associates referred to a draft plan of trails that was not available to share within the packet or with the group present. A north/south trail is expected to be ten feet in width. Those present at the meeting reviewed the Path Types map within the adopted Master Park Plan. Commissioner Pernitz advocated including as many grassy trails into the proposal with for the DNR as possible. It was noted that an archaeological survey is required when the soil is disturbed below plow depth and would likely only apply to sections of the proposed north/south trail. Clerk-Treasurer Wright reported that he has heard back from Phil Salkin of Archaeological Consulting and Services that he is available to conduct a survey, when requested. It was further noted that Elliot Buol is flexible regarding planting/harvesting/spraying based on decisions made by the Town.

Commissioner Narveson stated that the Town needs to erect a fence to separate the Town property from the farmette. Narveson noted that Vierbicher will be refining the concept, but that a contractor will define the actual methods and layout based on the slope and soil depth. There followed a brief discussion of the possibility of blasting and crushing stone on site. Commissioner Pernitz stated that paths/trails to the north should possibly be deferred until buildings are erected. Pernitz provided a brief report regarding his conversations with Dennis Haak and the needs of the cross country team of Monticello/New Glarus. There followed a brief discussion regarding the need for limited vehicular access to maintain the passive recreational resources/orchard/pavilion that are proposed.

8. Discuss and Consider Invasives Removal and Seeding at Bluebird Ridge –

Commissioner Neton stated that he has yet to reconnect with Steve Fabos of Indigenous Restorations. Without objection, further discussion of this topic will be deferred until the August meeting.

9. Discuss Community Foundation of Southern Wisconsin Grant Application – Chair Pulliam reported that Rose has constraints upon her availability to assist him. Ruschman and Wright volunteered to assist, if requested.

10. Annual Tree Sale Income and Expenses Report – Clerk-Treasurer Wright presented the income minus refunds and expenses. The remaining balance is \$779.90. He noted that the mailed flyer for the sale was paid for in 2023 at a cost of \$500.

Motion to apply \$279.90 of the surplus funds towards 2025 costs was made by Commissioner Pernitz; seconded by Commissioner Ruschman. Discussion: Chair Pulliam wondered whether the \$500 expense paid in 2023 should also include some publication costs that might total approximately the \$779.90 profit reported this year. Commissioner Pernitz retracted his motion to which Ruschman agreed. Clerk-Treasurer Wright was instructed to provide the actual costs to the group for the August meeting. Without objection, further action and discussion will be deferred until the August meeting.

11. **Updated 2024 Budget to Actual** – Wright presented the updated account balances, including the interest earned on the Certificate of Deposit. Wright does not have attendance information for ad hoc meetings, walkabouts, community input, or focus group meetings. If members are to be paid, he will need attendance information and confirmation of dates. The minimum amount to be deposited to a Park sinking fund may need to be reduced. After brief discussion, it was decided that members should be paid for their attendance. Members should direct this information to Clerk-Treasurer Wright so that he can update his meeting attendance spreadsheet and adjust the 2024 budget, year-to-date. A typo in the certificate of deposit balance was discovered. Wright reported that the actual balance is \$20,531. The document will be corrected.
12. **Update on Southwest Badger Natural Resource Conservation Fund** – Chair Pulliam stated that this is the same grant as previously discussed in item 9 above.
13. **Discuss and Consider Possible Revisions to Ordinance 2023-01 Codifying the Town of New Glarus Park Commission** – Commissioner Pernitz stated that there is no update at this time.
14. **Schedule Next Meeting, August 21, 2024, at 6:00 PM**
15. **Adjourn** – Motion to adjourn by Pernitz; seconded by Neton. Meeting adjourned at 7:25 PM.

Approved:

Prepared by John Wright, Clerk-Treasurer

Clerk Treasurer

From: Timothy Schleeper <tsch@vierbicher.com>
Sent: Tuesday, July 23, 2024 7:59 AM
To: Clerk Treasurer
Cc: Chris Narveson; Harry Pulliam; Mark Pernitz (mpernitz@gmail.com); Deputy Clerk
Subject: Re: TNG Community Park Map on Google Earth

Follow Up Flag: Follow up
Flag Status: Completed

John:

Each user needs to load the .KMZ file on their device to see the image. If you post the instructions and .KMZ file on the Town web page for download it could be mass-communicated.

Regarding the 6-sections, I can ask my people. The Google Earth file was started in AutoCAD and converted. I don't know if GIS has the same conversion, but can find out.

Tim

On Tue, Jul 23, 2024 at 7:23 AM Clerk Treasurer <clerk@townofnewglaruswi.gov> wrote:

Tim,

I was performing this on a desktop computer, so the app steps were slightly different. Nevertheless, I was able to load what you see below:

Welcome to the new Google Earth! 🎉 A new look, designed to speed up how you create and share

File View Add Tools Help

🔍 Search Google Earth



+ New

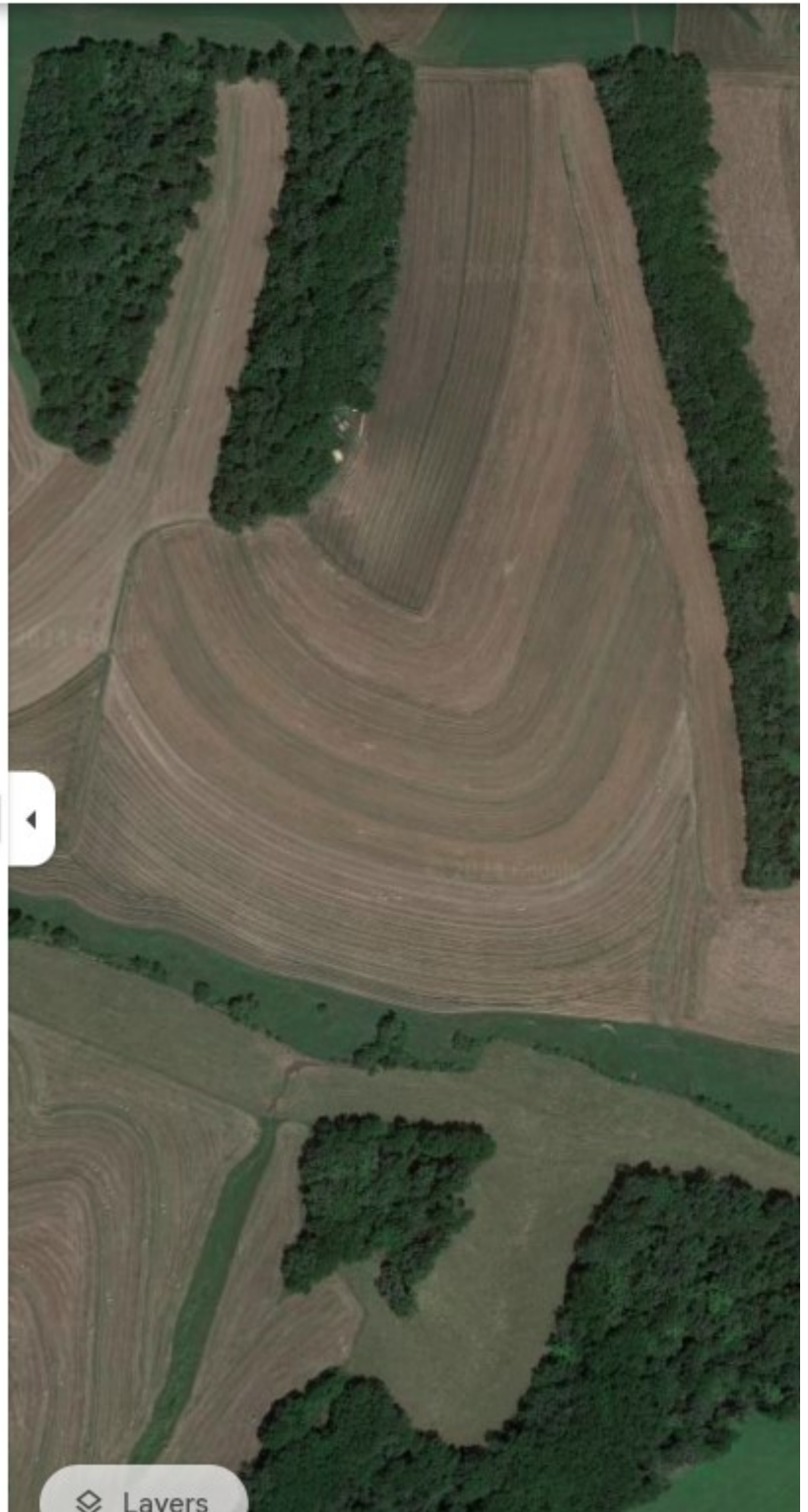
^ Drive projects



This is your running list of projects. Create new ones, open existing ones from Drive, or import files from your computer.

^ Local KML files

▶ **New Glarus Trails**
Jul 23, 2024



Am I able to send a link to this page to others for them to open or does each user need to follow the steps in order to display the same map? If the latter, here is the page link: <https://earth.google.com/web/@42.82211843,-89.69038733,321.29156132a,1724.26283068d,35y,359.84160729h,0t,0r/data=OgMKATA>. Would this be a possible way to host the graphic representation of the six Sections of the Town of New Glarus within the Village Extraterritorial Zoning Jurisdiction of properties with normal density development potential?

Thanks,

John

John Wright

Town of New Glarus Clerk-Treasurer

(608) 527-2390

From: Timothy Schleeper <tsch@vierbicher.com>

Sent: Monday, July 22, 2024 4:11 PM

To: Chris Narveson <cnarveson@greencountywi.org>; Harry Pulliam <hfpulliam@gmail.com>; Clerk Treasurer <clerk@townofnewglaruswi.gov>; Mark Pernitz (mpernitz@gmail.com) <mpernitz@gmail.com>

Subject: TNG Community Park Map on Google Earth

All:

Attached are instructions on how to load the Town Community Park Map onto Google Earth along with the ".KMZ" file you need for the data. We beta tested the file and instructions for Apple and Android operating systems and it should work on either system using the Google Earth application.

If you use Google Earth while walking about the site you should be able to see where you are positioned relative to the proposed Community Park features.

Please test this out and let me know if you have any questions or where we may want to add more instructions.

Sincerely,

Tim

Timothy L. Schleeper, PE

vierbicher
planners | engineers | advisors



Vierbicher
999 Fourier Drive, Suite 201
Madison, WI 53717

Call / Text / Fax - (608) 821-3959
Cell - (608) 219-5148



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The receiver warrants that it will not reproduce or otherwise make use of the data in any endeavor not directly related to the project for which it was produced.

The receiver agrees to assume all risk of the use of the information and to waive any claim that it could allege against Vierbicher. The Receiver also agrees to defend Vierbicher against any claim brought by a third party based on the Receiver's use of the information provided and to indemnify Vierbicher for any cost, loss or damage to Engineer resulting in any way the use of the information by the Receiver.

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TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, JULY 18, 2024
MINUTES

Members Attending: Chris Narveson (Chair), Robert Elkins, Mark Pernitz, John Ott, Craig Galhouse, and Reg Reis (arrived at 6:01 PM)

Absent: John Freitag

Also Attending: John Wright, Clerk-Treasurer; Tim Schleeper: contract planner from Vierbicher, and Ashley Haffner: Town of New Glarus resident (departed at 6:14 PM)

1. **Call to Order and Proof of Posting**: Chair Narveson called the meeting to order at 6:00 PM. Clerk-Treasurer Wright attested to the proper proof of posting.
2. **Approve Minutes from June 20, 2024**: Motion to approve the meeting minutes from June 20, 2024, as presented, was made by Commissioner Galhouse; seconded by Commissioner Elkins. Motion carried 5-0.
3. **Master Park Plan Adoption Update** – Chair Narveson reported that the Plan was approved at the July 10, 2024 Town Board meeting with amendments to accommodate interior trails in order to transfer the Wisconsin Department of Natural Resources Grant from the STH Highway 39 to Durst Road segment to the Town Park interior. Commissioner Ott noted that the potential residential cluster option lots are not included in the adopted Plan. Narveson stated the Plan can be amended once test holes determine the best location for municipal buildings. Narveson provided an update on the agreement between the Town and Village of New Glarus regarding the possible sale of the Town Hall. The offer to purchase is contingent upon the Village receiving the Flexible Facilities Program Grant. It was noted that discussions between the Town and Village will continue if the grant is not awarded, but the Town's Letter of Intent will be nullified. It was further reported that no firm decisions about the access to the Town property has been made (formerly Hayes Lane).
4. **Continued Discussion Regarding Standards for Commercial Development Within Chapter 110 Land Division and Subdivision** – The item was not added to the July 10, 2024 Town Board agenda for discussion or action in order to direct the Plan Commission to review the Town Comprehensive Plan for commercial opportunities, the sunset date of open space, etc. Without objection, the item will be referred to the Town Board for their August 14, 2024 meeting.
5. **Continued Discussion of a Portal to be Hosted on the Green County GIS Database with Possible Action to Recommend Estimate to Town Board for Approval** – Contract planner Schleeper reminded the group about the proposal from Vierbicher that he presented at the June 20, 2024 meeting to produce a map of the 35 Sections of the Town. Because action was deferred until this meeting, the proposed timeline for completion will be delayed until the Town Board approves this or another proposal. Schleeper stated the map resource, if approved, could be posted to the Town website and/or may be posted to the Green County GIS website if County agrees to host it. Commissioner Elkins asked who would update the map, if approved. Schleeper stated that it depended upon the approved format: if in the native GIS, then Vierbicher would update; if it is a static map posted to the Town website, then anyone who can amend Acrobat files would be able to make updates. There was a reminder that the history of land development is a resource that was developed by the Town and is organized in an Access database. The database has been maintained by Town staff and changes shared with Vierbicher.

Commissioner Galhouse wondered if a beta test would be possible in order for Plan Commission and Town Board members to review before the resource was posted live for public consumption. It was noted that this resource may save Town staff time answering development inquiries from residents, realtors, developers, etc. There followed a brief discussion of the probable impact upon development in the Village of New Glarus once a new water tower is erected. Chair Narveson asked if the members

would support a request for the Town Board to continue discussions with the Village of New Glarus Board regarding a cooperative boundary agreement. Potentially, such an agreement would simplify approval of developments within the Village's extraterritorial plat review jurisdiction. There was no opposition voiced. Commissioner Reis recounted the use of a disinterested third party (Mike Powers who served the State Assembly and Green County Board) in past negotiations with the Village, which Reis felt facilitated the process.

Motion to recommend for the Town Board to approve the expense for Vierbicher to develop the six Sections of the Town within the Village of New Glarus extraterritorial zoning jurisdiction as a pilot GIS map to graphically represent the remaining normal density development potential by Commissioner Galhouse; seconded by Commissioner Reis. Motion carried, 6-0. There followed a brief discussion that it is an applicant's obligation to prove development potential rather than that of the Town. Schleeper noted that in the City of Madison, applicants must present 60 years of title work as part of their petition to develop a property.

6. **Continued Review of Sample Driveway Ordinances that Have Provisions for Field Drive Access and Farm Drive/Commercial Access** – Although the online packet contains the current version of Chapter 36 and the proposed changes, paper copies had not been printed or inserted into tonight's packet. In spite of this limitation, Schleeper reported that he rearranged the existing chapter into three "chunks" in an effort to better organize the information. There followed a brief discussion of those who are seeking only an approved access and not approval of a driveway, leading to an improvement. As an example, some who are marketing residential lots feel an approved access will facilitate a sale. Commissioner Elkins expressed his concern that if the process for granting field access is made too difficult, no one will apply. It was noted that multiple entities may be driving into the same field, so finding who caused damage to the public way is made more difficult. It was further noted that an approved access for a future residential use lot does not guarantee that the driveway itself will be approved at a future date. It was stated that field access typically has lower standards for sight lines, which would be inappropriate for future access if developed for residential, commercial, or manufacturing purposes.

During the review of the proposed changes to Chapter 36, it was noted that the list of Town lanes did not include the entire current Town inventory with that designation. Those present discussed whether it would be better to list the entire inventory or not list any and only refer generally to public ways with this designation. There followed a discussion of the need in an update to the Town Comprehensive Plan to include a future roads map.

Motion to approve Vierbicher to the list all lanes in the draft revision of Chapter 36 to facilitate further discussion prior to attorney review by Commissioner Galhouse; seconded by Commissioner Reis. Motion carried, 6-0.

7. **Update on Zentner Road Development of Lot 2 of CSM 3452 with Cluster Potential: Neighbor Exchange** – Wright stated that the Town does not have approval authority over neighbor exchanges and that this was shared by the surveyor as a courtesy. This property was sold piecemeal by the Klossner family. Lot 1 was sold to the Andersons, which placed an open space deed restriction upon Lot 2 of CSM 3452 that was subsequently sold to the Steinich family, leaving a four cluster lot development potential available for Lot 2. According to surveyor Talarczyk, the owners of Lot 2 of CSM 3452 will be seeking to subdivide only three lots of cluster density at a date in the near future. By not developing a fourth cluster lot, the owners will avoid the need to build the shared driveway to a Town road standard.

8. **Inquiries/Staff Questions**

- a) Realtor inquiry regarding development potential of tax parcel 23024 0131.0200 containing approximately 127.560 acres – Clerk-Treasurer Wright reviewed his response to Realtor Dillon Muth regarding publicly available records that reflect the development potential of property without rendering a definitive determination. It was noted that the contiguous acreage at date of ordinance was comprised of two separate Certified Survey Lots (Lot 1 and Lot 2 of CSM 1576) that were

recorded pre-ordinance. Consequently, when Wright was the Deputy Clerk/Plan Administrator for the Town in the past, he created two development potential scenarios: one that calculated only the potential for Lot 1 and the other for the combined acreage for both lots. There followed a brief discussion with opinions aired, but no action due to the fact that no proposal has been presented to the Commission to consider.

- b) Question from Clerk-Treasurer about development potential for a single tax parcel composed of two Certified Survey Maps (CSMs) recorded prior to October 13, 1997 – Wright reported that this single tax parcel contains two separate lots defined pre-ordinance by CSM 171 and CSM 558. It was discovered when issuing a building permit when legal descriptions are reviewed by Town staff to ensure what is proposed conforms with local standards (e.g., not in deed-restricted open space, a lot that cannot fulfill setback standards, etc.). No action is necessary since the current owner has not presented a plan to develop Lot 1 of CSM 558.
 - c) Inquiry about development potential for parcel 23024 0255.0000 of 154.17 acres as defined as Lot 1 of Certified Survey Map 5695 – Wright reported that real estate agent Lexie Harris shared the recorded survey of the Hefty-Blum property discussed at previous meetings. Wright's response by email to Harris explains how normal and cluster density are determined mathematically. However, those calculations are not a definitive answer to development potential which must be determined by the Plan Commission, the Town Technical Review Committee, or by the contract planner from Vierbicher. The recorded survey contains 154.17 acres that were contiguous under single ownership at date of ordinance. The split computation created by the Town in 2008 assumed 153.00 acres as the basis for development. The difference in acreage does not change the assumed development potential by normal or cluster density.
 - d) Inquiry from individual prior to submitting an Offer to Purchase 6.7 Acres located on Pioneer Road to possibly Use as a Wedding Venue, Defined by Lot 2 of Certified Survey Map 985 – Wright reported that he received this inquiry by phone. However, he conducted a special assessment certification request for an adjacent parcel and included an email to his contact at Ekum Title in the packet about the challenges for both properties. Both are bisected by Pioneer Valley Creek and partially within Zone A as defined by FEMA flood insurance maps. Commissioner Galhouse stated that within the Agricultural District of Green County Zoning, a Conditional Use Permit could potentially be granted for a season event center between May 1 and October 31 annually. No action is necessary at this time. Instead, this and the following report illustrate the physical challenges of numerous lots within the Town with development potential.
 - e) Inquiry about parcel 23024 0018.3000 of 4.0 acres defined by metes and bounds – Wright responded to multiple inquiries about a parcel along STH 69 that had been zoned within the Commercial District in the past by Green County. The property is dominated by hydric soils that normally indicate a wetland, is bisected by Spring Valley Creek, and is mostly within Zone A of a FEMA defined floodplain. It is unknown whether the Wisconsin Department of Natural Resources would allow filling within this location to increase the utility of the property. No proposals have been received for the property, so no action is necessary.
9. **Adjourn** – Motion to adjourn by Commissioner Pernitz; seconded by Commissioner Elkins. Motion carried at 7:53PM. The next meeting will be held on August 15, 2024, at 6:00 PM.

Approved:

John Wright, Clerk-Treasurer