

TOWN OF NEW GLARUS
REGULAR TOWN BOARD MEETING
SEPTEMBER 11, 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/84755882589?pwd=L1EF4caDN4paaiQ8G8Uu9i10Xabi6b.1>

Meeting ID: 847 5588 2589

Passcode: 492679

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 from Regular Town Board meeting – August 14, 2024
4. Public Comments
5. Discuss and Possibly Approve the Final Plat for the Talarczyk 6-Lot Land Division by Normal Density (Preliminary Plat Approved Following the Public Hearing Held on February 14, 2024)
6. Presentation by New Glarus Fire District Board Member of Upcoming Operational and Capital Cost Estimates
7. Discussion Regarding Review of Other Municipal Facilities with Possible Action to Approve a Town of New Glarus Plan of Action with Community Input
8. Review and Possibly Approve Quote for Septic and Well for STH 39 Town Property
9. Continued 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.
10. Review and Possibly Approve Resolution 240911 to Amend Resolution 231213 Regarding the Appointment of Election Officials for the 2024-2025 Election Cycle
11. Update Regarding Site Work Plans for Town Property along STH 39 Including an Internal Trail
12. Continued Discussion with Possible Action to Hire a Limited Term Employee to Work on Internal Park Trails on the STH 39 Property
13. Update on 2024 Road Maintenance
14. Consider and Possibly Approve a 2024 Budget Amendment by Resolution and Possibly Set Special Town Board Meeting to Approve the 2024 Pay 2025 Levy
15. Patrolman Report
16. Clerk-Treasurer Report
 - a) Approval and payment of bills
 - b) Recruitment of election officials for the 2024 General Election
17. Chairman Report
18. Park Commission – August 21, 2024 regular minutes
19. Plan Commission – August 15, 2024 minutes
20. Adjourn

POSTED: 9/05/2024

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, AUGUST 14, 2024
MINUTES**

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

Board Members Absent: Troy Pauli

Also Attending: John Wright: Town Clerk-Treasurer; Sara Beth Hahner: Deputy Clerk; Tim Schleeper: contract planner from Vierbicher; Craig Galhouse: Plan Commissioner (departed 7:34PM); and Randall Shotliff (departed 7:52PM)

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) Regular Town Board meeting on July 10, 2024 – A motion to approve the minutes was made by Supervisor Pernitz; seconded by Supervisor Elkins. Motion carried 4-0.
 - b) Special Town Board Meeting on July 17, 2024 – A motion to approve the minutes was made by Supervisor Streiff; seconded by Supervisor Pernitz. Motion carried 4-0.
4. **Public Comments:** None.
5. **Discussion Regarding Review of Other Municipal Facilities with Possible Action to Approve a Town of New Glarus Plan of Action with Community Input:** Supervisors discussed their visits to municipal buildings in Stoughton and Brooklyn. It was suggested that Supervisors also visit the Town Hall in Moscow next week. Chair Narveson reported that the County is receiving bids for the new County garage, and he will share the bid results at the September Town Board meeting. Narveson stated that the Town could buy five acres from Randall Shotliff or Green County for \$100,000 and locate the new Town garage near the new County garage. Randall Shotliff was in attendance to discuss the availability of the parcel. There followed a discussion about potential savings if the Town and the County were to share costs for certain expenses. Examples of certain expenses include the installation of access roads, and well and septic.

Chair Narveson noted he was uncertain if the County would be interested in sharing well and septic. The Board discussed gathering information to compare the costs of locating the Town garage on this site versus the STH 39 Town property. It was noted that an additional land purchase would require a public hearing. The group present discussed whether having a park adjacent to a public works facility would create liability issues. The Board discussed moving forward with the already-approved plan for Vierbicher to create schematic site plans for the Town garage to be located at STH 39 Town property. Without objection, Chair Narveson asked Tim Schleeper to present those plans at the September Town Board meeting.
6. **Review and Possibly Approve Quote for Septic, Well, and/or Fencing for STH 39 Town Property:** Chair Narveson reported no bids have been collected yet for septic and well. Estimates for fencing were included in the meeting packet. A revised estimate from D.R.H. Fencing was provided at the meeting. The estimate includes two fence options: option one is a 4-strand barbed wire fence. Option two is a four-foot-tall woven wire fence. Both options are for a fence 2,820 feet in length. Chair Narveson stated the owners of the farmette have been part of the discussion as the fence would separate the farmette from the Town property and owners have agreed to reimburse the Town \$800 for the cost of the gate and the strand of barbed wire along the top of the woven wire fence, if that option is selected. There followed a discussion about locating the fence on the property lines and removing trees. Motion to move forward with the estimate for the woven wire fence topped with one strand of barbed wire and a gate, at a cost of \$12,000, to be located on the property lines, removing trees as needed, was made by Supervisor Pernitz; seconded by Supervisor Streiff. Motion carried 4-0.
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.:** Supervisor Pernitz stated the Plan

Commission is looking for direction from the Town Board before the Plan Commission proceeds with a review of the Comprehensive Plan for commercial development opportunities. Plan Commissioner Galhouse reminded the Town Board that Chapter 110 restricts commercial development to inside the Village's Extraterritorial Zoning (ETZ) area and asks whether the Town Board is asking the Plan Commission to look at options outside the ETZ for commercial development. Currently, commercial development is only allowed at normal density (i.e., 35 acres per lot). Galhouse noted that the cluster option is not available for commercial development. Chair Narveson suggested that the Town should consider that option. There followed a discussion about the December 2025 sunset date for open space and that the prior revision of the Comprehensive Plan was in 2018. It was noted that the Plan is usually revised every ten years. Chair Narveson pointed out that in the absence of Supervisor Pauli that further discussion and possible action be deferred until the September meeting. Without objection, the item was deferred.

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:** The Town Board discussed the proposal for Vierbicher to create a six-section sample of the proposed GIS map. It was noted that providing a GIS map as a resource to the public could reduce the number of inquiries that are currently handled by Town staff. Motion to approve the proposal set forth in the August 8, 2024 letter from Vierbicher at a cost of \$3,100 made by Supervisor Pernitz; seconded by Supervisor Elkins. Motion carried 4-0.
9. **Update Regarding Site Work Plans for Town Property along STH 39 Including an Internal Trail:** Chair Narveson stated the Wisconsin DNR approved the grant amendment to move the location of the work to within the STH 39 property owned by the Town. The grant was previously approved for a trail along STH 39, from the STH 39 Town property to Durst Road. Tim Schleeper stated he will be at the STH 39 Town property tomorrow to mark the extents of the gravel trail. No archaeological or historic survey is required because the land has been plowed in the past. Without objection, Wright will contact Phil Salkin (Archaeological Consulting and Services) that he will not need to conduct the survey. Chair Narveson stated that a volunteer has been mowing paths and tending to prairie restoration preparations.
10. **Discussion with Possible Action to Hire a Limited Term Employee to Work on Internal Park Trails on the STH 39 Property:** Chair Narveson stated he had in mind an individual who owns their own equipment and suggested the Town reimburse them based upon the number of hours the equipment is used. It was stated that the amount would not exceed \$90,000. It is anticipated that the work could be completed before October 2024. There was a discussion on the need to post the job. Supervisor Pernitz reminded the Board that the work must be completed no later than June of 2025, per the grant requirements. Motion to authorize the hiring of one to two LTEs, with no benefits to be extended, made by Supervisor Streiff; seconded by Supervisor Pernitz. Motion carried 4-0.
11. **Update on 2024 Road Maintenance:** Chair Narveson reported that the chip sealing of Town roads continues per the Town road maintenance plan for 2024 and patching will be done by next week.
12. **Discuss and Possibly Approve Driveway Escrow Refund to Essers for Farmers Grove Road:** Motion to approve made by Supervisor Streiff; seconded by Supervisor Pernitz. Motion carried 4-0.
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:** Motion to approve made by Supervisor Elkins; seconded by Supervisor Pernitz. Motion carried 4-0.
14. **Consider and Possibly Approve a 2024 Budget Amendment by Resolution:** Clerk-Treasurer Wright stated he is working with CPA Tara Bast of Johnson Block on potential budget amendments to address budget lines that were exceeded since the hiring of the Deputy Clerk and Deputy Treasurer, as well as overruns of the

contracted planner budget that can be addressed through the Impact Fees transferred out for that purpose. Wright stated he plans to present a proposal at the September Town Board meeting.

- 15. Patrolman Report:** Chair Narveson reported that Patrolman Roesslein has been re-grading the site in preparation for the Village's installation of an adaptive playground at Candy Cane Park over the past two weeks. The mowing of Town road rights-of-way is ongoing is on hold until the County tractor and batwing mower become available. Crops planted in the right of way on Marty Road have yet to be removed. Downed trees that were moved off Town roads and piled still need to be picked up. One vehicle is in the shop for mechanical repair. There followed a discussion about implementing yearly inspections of the Town vehicles. The Town Board took no action.
- 16. Clerk-Treasurer Report**
- a) Update on August 13, 2024 Partisan Primary: Deputy Clerk Hahner reported that 451 ballots were cast throughout the day on Tuesday. Ten Election Officials staffed the polling place over two shifts. Polls opened at 7AM and closed at 8PM. Election materials were handed off in-person to Green County officials by 9:15PM.
 - b) Approval and payment of bills – Motion for approval of checks 21635 thru 21644, 21647 thru 21669, checks 21645 and 21646 were voided due to printing error, payment of bills and approval of ACH, deposits and transfers made by Supervisor Pernitz; seconded by Supervisor Streiff. Motion carried 4-0.
 - c) ATV-UTV use on Town Roads – Deputy Clerk Hahner summarized email correspondence from the Wisconsin Elections Commission. Offering a survey on election day is not recommended. There followed a discussion about offering a survey online on the Town website that could also be included in the next Town newsletter.
- 17. Chairman Report:** Chair Narveson reported that at the Special Town Board meeting of July 17, 2024, the Town Board approved that the 2025 employee health insurance percentage of coverage will be 88%, which is the maximum amount a municipality may contribute, and is the Town's current contribution percentage.
- 18. Park Commission – July 17, 2024 minutes:** The draft minutes were included in the meeting packet. Chair Narveson stated that the Park Commission is looking for a Prairie Restoration Specialist to advise on projects at the STH 39 property.
- 19. Plan Commission – July 18, 2024 minutes:** The draft minutes were included in the meeting packet. No discussion.
- 20. Adjourn – Motion to adjourn made by Supervisor Pernitz; seconded by Supervisor Streiff. Meeting adjourned at 8:00PM.**

Approved:

Prepared by Sara Beth Hahner, Deputy Clerk



September 6, 2024

Members Town Board
Town of New Glarus
26 Fifth Avenue
New Glarus, WI 53574

Re: Final Plat Review – Talarczyk Property
Town of New Glarus

Dear Chair Narveson and Board Members:

I am writing regarding the Final Plat of Ward Creek Arboretum prepared by Talarczyk Land Surveys on behalf of Karen Talarczyk. The final plat dated August 27, 2024, Deed Restrictions, and a Private Road Easement agreement have been provided. The Final Plat is 5 pages and is based on the preliminary plat presented to the Town in January of this year. We have reviewed the materials provided for compliance with the Towns code of ordinances and good development practices.

Description of Existing Parcel

As noted in our preliminary plat review, the parcel acreage at time of ordinance supports the 6 normal density building sites proposed with the Applicant's proposed Final Plat.

Proposed Land Division Comments

Open Space – Open space requirements are included in Notes 1 and 2 on page 4 of the Plat and in Provision 1a. in the Deed Restrictions and Covenants. As I read the notes provided, each lot will be required to provide a recordable document showing the location of the proposed building, location of the building envelope, and confirmation that 91% of the lot will be maintained as open space when the lot owner requests a building permit. This is being done in lieu of graphically defining the building envelopes on the Plat (except for Lot 5 where the existing homes and building envelope information is included). The Town will need to maintain a record of this requirement and future lot owners will be required to submit recordable documents with this information for future action by the Town Board prior to issuing building permits for these lots.

Driveways – Lots 2, 3, 5, and 6 will use the existing driveway serving Lot 5 for access off Kubly Road. A private road easement is indicated on the Plat and an agreement has been provided detailing the use and maintenance of the private road/drive. The location of driveways to serve the individual lots is not known at this time, however, they will likely be more than 500-feet requiring emergency pull offs per the Town's Driveway Ordinance (Chapter 36). In addition, there may be areas of steep slopes traversed by these driveways. We recommend a driveway plan be prepared for Lot 5 to confirm the existing driveway meets current Town standards and that a provision be

September 6, 2024

Page 2 of 2

added to the Deed Restrictions and Covenants requiring each lot owner to provide a driveway plan for Town approval in accordance with Chapter 36 when they submit a building permit application to the Town. A portion of the driveway for Lot 4 will be in the Town of Exeter. Verification shall be provided that the driveway location is acceptable to the Town of Exeter. As a side note, the Deed Restrictions and Covenants contain a few minor grammatical errors that should be corrected in the final version of this document (envelop vs. envelope, Subdivisio vs. Subdivision, etc.).

Final Plat Comments

The Technical Requirements for Final Plats are stated in Town Ordinance section [§110-17](#). The Plat presented meets the requirements of this section of Ordinance. We recommend that a note be added to the plat noting "Private Road Easement and Utility Easement Agreement recorded by separate instrument."

Considerations for Final Approval

We have provided a draft Conditional Approval motion for the Town Board to use that includes language reflecting the recommendations in this letter. The Town Board should review the draft motion and amend it to meet the need of their desired action.

Should you have any questions please feel free to contact me.

Sincerely,



Timothy L. Schleeper, PE

Cc: John Wright, Clerk, Town of New Glarus
Robert Talarczyk, Talarczyk Land Surveys, LLC

Ward Creek Arboretum Plat – POSSIBLE RECOMMENDATION FOR CONDITINAL APPROVAL

A motion to CONDITIONALLY APPROVE the Final Plat of Ward Creek Arboretum subject to the following:

1. The Applicant shall amend the Deed Restrictions and Covenants to add the following provision: "Each lot owner is to provide a driveway plan for Town review and approval prior to submitting a building permit application. The building permit application may not be issued without a driveway plan showing the proposed driveway will meet the Town Driveway ordinance. Building Occupancy may be withheld by the Town pending verification that the constructed driveway meets Town Ordinance."
2. The Applicant shall provide a driveway plan for the Joint Private Drive showing how the existing driveway to Lot 5 meets the Town driveway ordinance requirements. If the current driveway does not meet the Town Ordinance, the plan shall demonstrate how the driveway will be modified to meet the ordinance, and the Applicant shall propose a timeline for completing the modifications.
3. The Applicant shall provide written verification that the proposed driveway access location for Lot 4 on Airport Road is acceptable to the Town of Exeter.
4. All revisions to the Final Plat, the Deed Restrictions and Covenants, and confirmation for the driveway location, shall be provided to the Town Engineer and Planner for review prior to the Applicant requesting signature on the Plat by the Town Chair.

Clerk Treasurer

From: Robert Talarczyk <bob@talarczyksurveys.com>
Sent: Thursday, August 22, 2024 9:46 AM
To: tsch@vierbicher.com
Cc: Clerk Treasurer; Chris Narveson; Chris Narveson; Deputy Clerk; Deputy Treasurer; Robert Duxstad
Subject: Re: Six Large Lot Subdivision, Towns of New Glarus and Exeter, Green County
Attachments: 23166_2 Final_Plat-Sheet.pdf

Tim,

Attached is the final plat in its final form as we have it right now. As you can see, it substantially conforms to the preliminary plat. We did increase the size of Lot 4 to have it be at least 40 acres in New Glarus Township. There are existing overhead utility lines running along the driveway back to the buildings, but any new electric lines will be underground. According to Chris Gill at Alliant, there is no electric anywhere near Lot 4 along Airport Road. I met with Chris onsite to coordinate an underground utility easement through Lot 5 that will serve Lot 4. I'm not sure where that six figure number came from. Perhaps that's what he thought it would cost to bring the electric along Airport Road to serve Lot 4.

Yeah, I asked Bob to work with you to come up with a note that satisfies the town regarding the building envelopes (as you mentioned in the preliminary plat process). I don't think anyone is going to be building on 9% of these lots. It will be nice to have the flexibility because I wouldn't know where to depict envelopes, the lots are so big with multiple potential building sites.

Thanks, let me know if you need anything else.

Bob Talarczyk

Professional Land Surveyor

Talarczyk Land Surveys

517 2nd Avenue
New Glarus, WI 53574
608.527.5216 office
bob@talarczyksurveys.com
www.talarczyksurveys.com



On Thu, Aug 22, 2024 at 8:53 AM Timothy Schleeper <tsch@vierbicher.com> wrote:
John:

I am good with that. I need the Final Plat now to begin to review it.

Bob:

Regarding the electric and gas, I am not fully following your emails. Is the cost to bury electricity back to the rear lots the 6-figure cost? Are you seeking a variance to keep electric overhead? Hopefully you've had a chance to talk with Atty Duxstad about the envelopes and come up with some language that satisfies you for future flexibility.

Thanks,
Tim

On Thu, Aug 22, 2024 at 8:07 AM Clerk Treasurer <clerk@townofnewglaruswi.gov> wrote:

Tim,

I spoke with Chair Narveson this morning by phone. He is fine with bypassing the Plan Commission and taking the matter directly to the Board for consideration to authorize the Town Chair to sign the final plat if all conditions have been satisfied.

I have attached the draft Town Board agenda. The special Town Board meeting that I assumed will be tomorrow will likely be next week (site visit to Town of Moscow public works facility). The agenda is subject to change, but I wanted to assure everyone that Tim and Chris agree that the Board can consider the matter in September.

Thanks,

John

John Wright

Town of New Glarus Clerk-Treasurer

(608) 527-2390

From: Timothy Schleeper <tsch@vierbicher.com>

Sent: Wednesday, August 21, 2024 10:02 AM

To: Clerk Treasurer <clerk@townofnewglaruswi.gov>

Cc: Bob Talarczyk (bob@talarczyksurveys.com) <bob@talarczyksurveys.com>

Subject: Re: Six Large Lot Subdivision, Towns of New Glarus and Exeter, Green County

I do not recall. Based on the ordinance wording in 110.14, it would appear to me that the final plat should go to the Town Board for approval. I don't see mention of the Plan Commission re-reviewing it.

Sincerely,

Tim

On Tue, Aug 20, 2024 at 9:51 AM Clerk Treasurer <clerk@townofnewglaruswi.gov> wrote:

Tim,

I am trying to write minutes for the Plan Commission. Do you recall whether the Holme's Final Plat for Nature's Gift went directly to the Town Board or made a stop at the Plan Commission?

Thanks,

John

John Wright

Town of New Glarus Clerk-Treasurer

(608) 527-2390

From: Timothy Schleeper <tsch@vierbicher.com>

Sent: Tuesday, August 20, 2024 9:46 AM

To: Robert Talarczyk <bob@talarczyksurveys.com>

Cc: Clerk Treasurer <clerk@townofnewglaruswi.gov>; Robert Duxstad <duxstad@swwilaw.com>

Subject: Re: Six Large Lot Subdivision, Towns of New Glarus and Exeter, Green County

Bob:

Thank you for letting me know.

Sincerely,

Tim

On Mon, Aug 19, 2024 at 3:51 PM Robert Talarczyk <bob@talarczyksurveys.com> wrote:

Hi Tim,

We are finally getting around to finalizing my family's subdivision plat and are planning on coming to the September PC meeting for final approval. I'm going to forward you a few emails that show my back and forth correspondence with the utility companies serving the subdivision. We ended up putting utility easements along every lot line.

Thanks.

Bob Talarczyk

Professional Land Surveyor

Talarczyk Land Surveys

517 2nd Avenue

New Glarus, WI 53574

608.527.5216 office

bob@talarczyksurveys.com

www.talarczyksurveys.com



----- Forwarded message -----

From: **O'Brien, David** <david.obrien@tdstelecom.com>

Date: Fri, Dec 29, 2023 at 8:18 AM

Subject: Six Large Lot Subdivision, Towns of New Glarus and Exeter, Green County

To: Robert Talarczyk <bob@talarczyksurveys.com>

Cc: Ferguson, Chris <chris.ferguson@tdstelecom.com>, ROW <ROW@tdstelecom.com>

Robert,

TDS would like a 10' easement along the shared driveway. I would assume this will match what Alliant wants to do. Outside of that we would like anywhere Alliant adds easement TDS would like to be included.

Thanks,

Dave O'Brien

[Email:David.OBrien@tdstelecom.com](mailto:David.OBrien@tdstelecom.com)

Phone:608-577-9654

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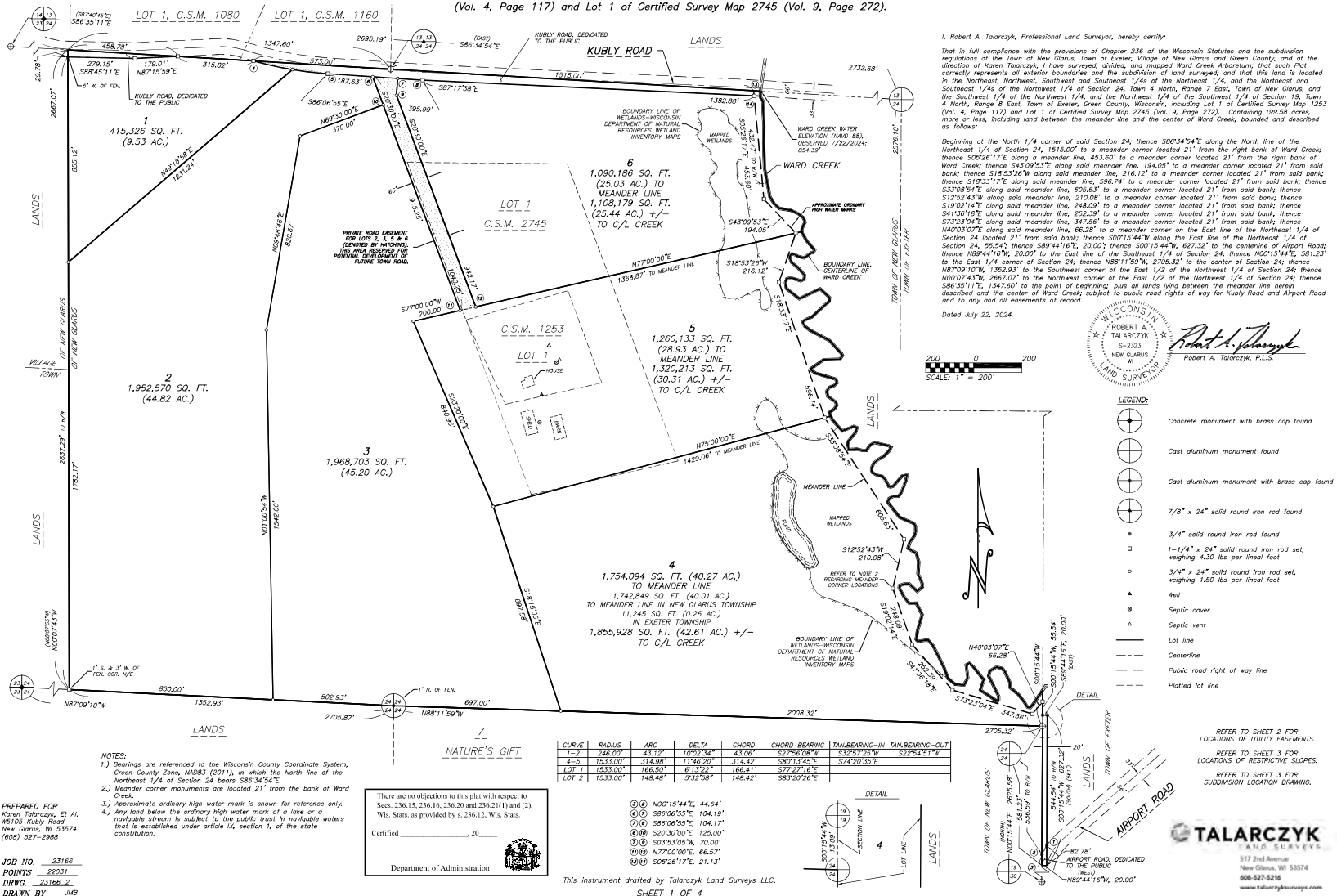
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WARD CREEK ARBORETUM

Located in the Northeast, Northwest, Southwest and Southeast 1/4s of the Northeast 1/4, and the Northeast and Southeast 1/4s of the Northwest 1/4 of Section 24, Town 4 North, Range 7 East, Town of New Glarus, and the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of Section 19, Town 4 North, Range 8 East, Town of Exeter, Green County, Wisconsin, including Lot 1 of Certified Survey Map 1253 (Vol. 4, Page 117) and Lot 1 of Certified Survey Map 2745 (Vol. 9, Page 272).



I, Robert A. Talarczyk, Professional Land Surveyor, hereby certify:

That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Town of New Glarus, Town of Exeter, Village of New Glarus and Green County, and at the direction of Karen Talarczyk, I have surveyed, divided, and mapped Ward Creek Arboretum; that such Plat correctly represents all exterior boundaries and the subdivisions of land surveyed; and that this land is located in the Northeast, Northwest, Southwest and Southeast 1/4s of the Northeast 1/4, and the Northeast and Southeast 1/4s of the Northwest 1/4 of Section 24, Town 4 North, Range 7 East, Town of New Glarus, and the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of Section 24; the Northeast 1/4 of Section 19, Town 4 North, Range 8 East, Town of Exeter, Green County, Wisconsin, including Lot 1 of Certified Survey Map 1253 (Vol. 4, Page 117) and Lot 1 of Certified Survey Map 2745 (Vol. 9, Page 272), containing 108.68 acres, more or less, including land between the meander line and the center of Ward Creek, and described as follows:

Beginning at the North 1/4 corner of said Section 24; thence S86°34'24"E along the North line of the Northeast 1/4 of Section 24, 1515.00' to a meander corner located 21' from the right bank of Ward Creek; thence S02°26'17"E along a meander line, 433.60' to a meander corner located 21' from the right bank of Ward Creek; thence S47°09'53"E along said meander line, 194.05' to a meander corner located 21' from said bank; thence S18°53'26"W along said meander line, 216.12' to a meander corner located 21' from said bank; thence S18°33'17"E along said meander line, 596.74' to a meander corner located 21' from said bank; thence S33°08'54"E along said meander line, 605.63' to a meander corner located 21' from said bank; thence S12°52'43"W along said meander line, 210.08' to a meander corner located 21' from said bank; thence S19°02'14"E along said meander line, 248.09' to a meander corner located 21' from said bank; thence S41°36'18"E along said meander line, 252.39' to a meander corner located 21' from said bank; thence S73°23'30"E along said meander line, 347.56' to a meander corner located 21' from said bank; thence S40°03'02"E along said meander line, 662.38' to a meander corner on the East line of the Northeast 1/4 of Section 24 located 21' from said bank; thence S00°15'44"W along the East line of the Northeast 1/4 of Section 24, 55.54'; thence S88°44'16"E, 20.00'; thence S00°15'44"W, 627.32' to the centerline of Airport Road; thence N88°41'16"W, 20.00' to the East line of the Southwest 1/4 of Section 24; thence N00°15'44"E, 581.23' to the East 1/2 corner of Section 24; thence N88°11'59"W, 2705.32' to the center of Section 24; thence N87°09'10"W, 1352.93' to the Southwest corner of the East 1/2 of the Northwest 1/4 of Section 24; thence N02°07'43"W, 2667.07' to the Northwest corner of the East 1/2 of the Northwest 1/4 of Section 24; thence S86°30'11"E, 1347.60' to the point of beginning; plus all lands lying between the meander line herein described and the center of Ward Creek, subject to public road rights of way for Kubly Road and Airport Road and to any and all easements of record.

Dated July 22, 2024.



- LEGEND:**
- ⊕ Concrete monument with brass cap found
 - ⊙ Cast aluminum monument found
 - ⊕ Cast aluminum monument with brass cap found
 - 7/8" x 24" solid round iron rod found
 - 3/4" solid round iron rods found
 - ⊖ 1-1/4" x 24" solid round iron rod set, weighing 4.30 lbs per linear foot
 - ⊕ 3/4" x 24" solid round iron rod set, weighing 1.50 lbs per linear foot
 - ⊕ Well
 - ⊕ Septic cover
 - ⊕ Septic vent
 - Lot line
 - - - Centerline
 - - - Public road right of way line
 - ⊕ Plotted lot line

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING	TAN BEARING-IN	TAN BEARING-OUT
1-2	246.00'	43.19'	102°23'44"	43.08'	S17°56'08"W	S33°02'45"E	S22°24'51"E
4-5	1533.00'	314.98'	11°46'20"	314.42'	S80°13'42"E	S74°20'35"E	
LOT 1	1533.00'	166.50'	61°13'23"	166.41'	S77°27'16"E		
LOT 2	1533.00'	148.44'	51°52'58"	148.42'	S85°32'20"E		

- NOTES:**
- 1.) Bearings are referenced to the Wisconsin County Coordinate System, Green County Zone, NAD83 (2011), in which the North line of the Northeast 1/4 of Section 24 bears S86°34'54"E.
 - 2.) Meander corner monuments are located 21' from the bank of Ward Creek.
 - 3.) Approximate ordinary high water mark is shown for reference only.
 - 4.) Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by a 236.12, Wis. Stats.

Certified _____ 20____

Department of Administration

PREPARED FOR
Karen Talarczyk, Et Al
W5105 Kubly Road
New Glarus, WI 53574
(608) 527-2988

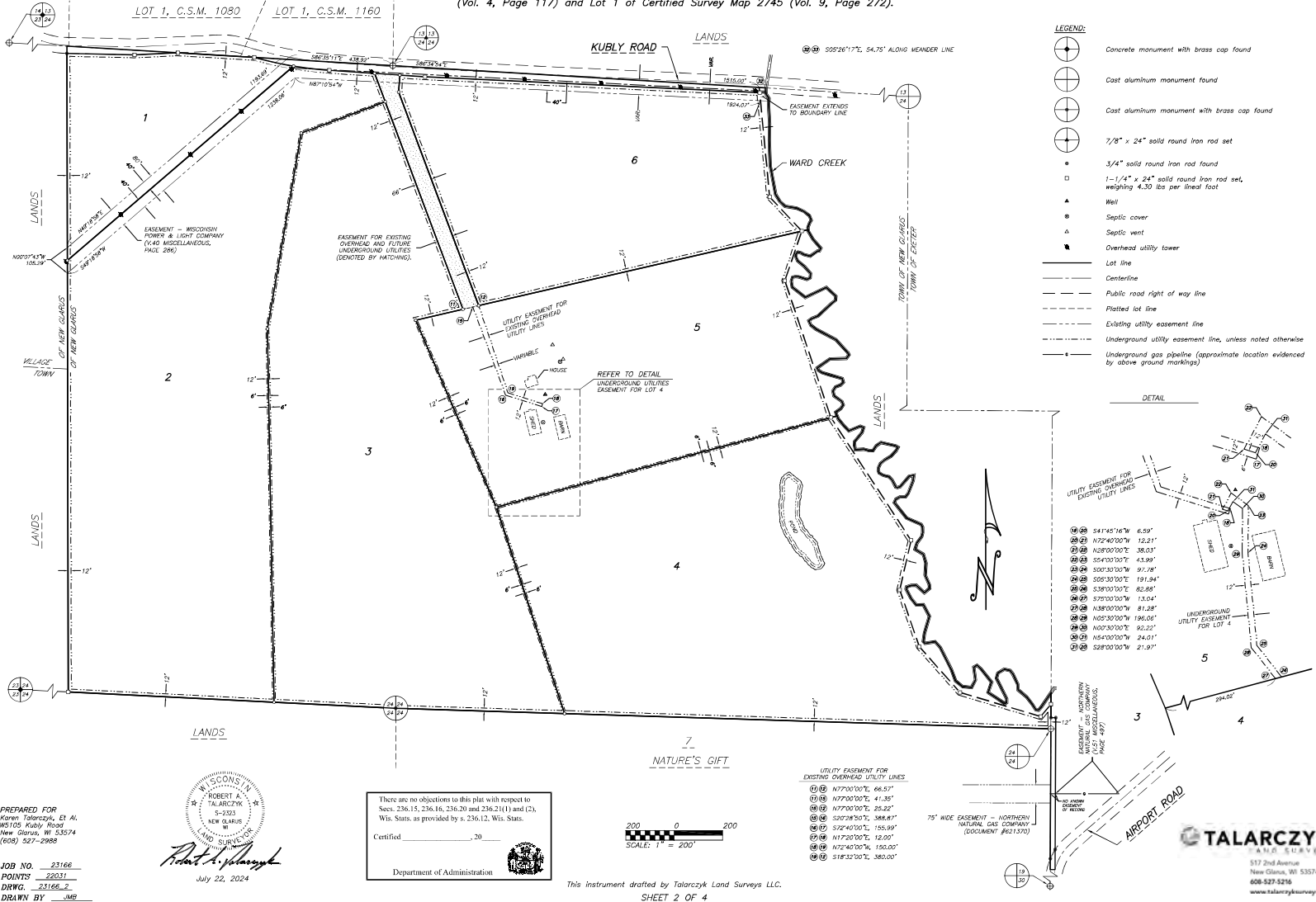
JOB NO. 23166
POINTS 22031
DRWG. 23166_2
DRAWN BY JMB

This instrument drafted by Talarczyk Land Surveys LLC.
SHEET 1 OF 4

TALARCYZK
LAND SURVEYS
117 2nd Street
New Glarus, WI 53574
608-527-5216
www.talarczykland.com

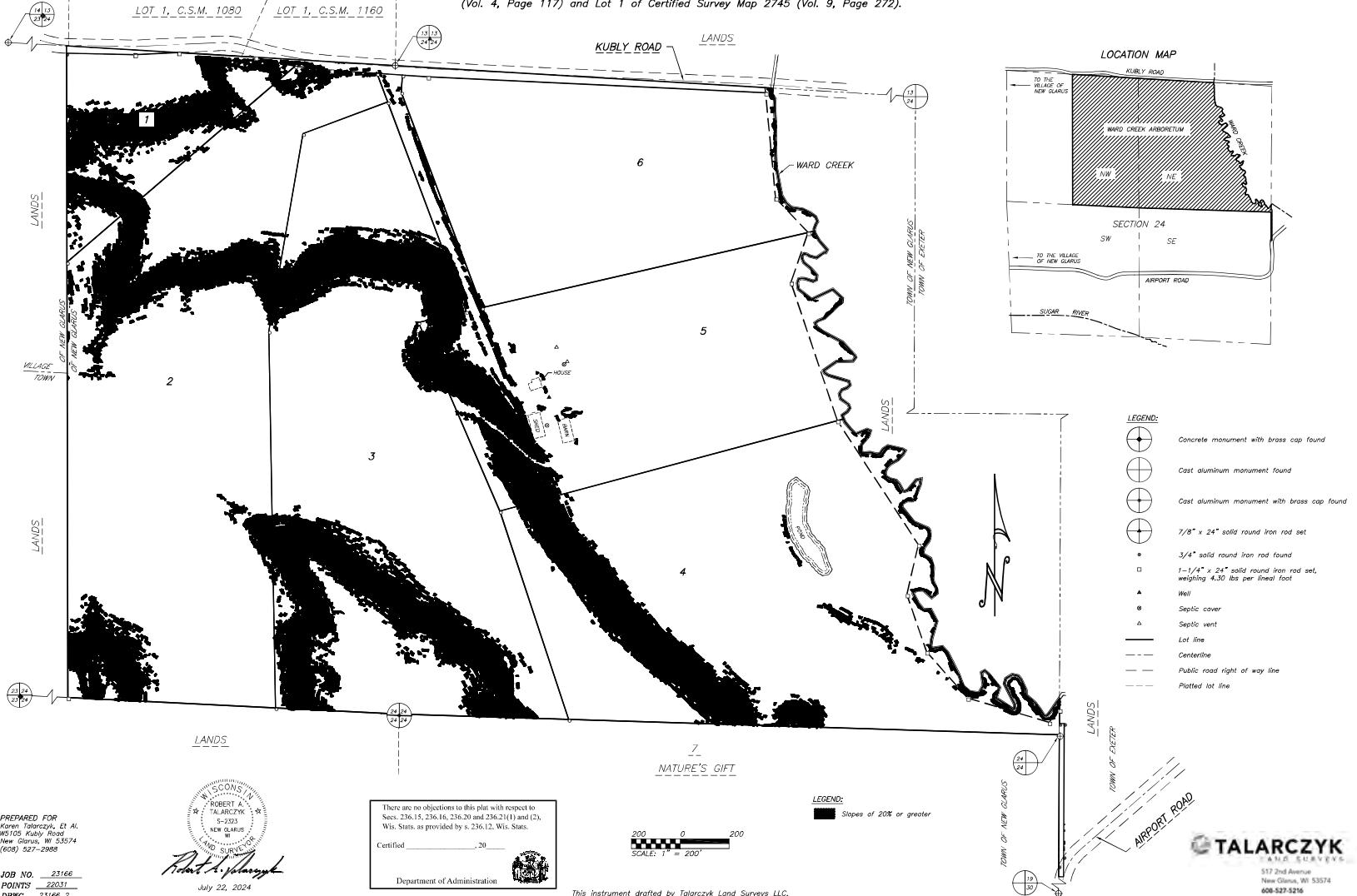
WARD CREEK ARBORETUM

Located in the Northeast, Northwest, Southwest and Southeast 1/4s of the Northeast 1/4, and the Northeast and Southeast 1/4s of the Northwest 1/4 of Section 24, Town 4 North, Range 7 East, Town of New Glarus, and the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of Section 19, Town 4 North, Range 8 East, Town of Exeter, Green County, Wisconsin, including Lot 1 of Certified Survey Map 1253 (Vol. 4, Page 117) and Lot 1 of Certified Survey Map 2745 (Vol. 9, Page 272).



WARD CREEK ARBORETUM

Located in the Northeast, Northwest, Southwest and Southeast 1/4s of the Northeast 1/4, and the Northeast and Southeast 1/4s of the Northwest 1/4 of Section 24, Town 4 North, Range 7 East, Town of New Glarus, and the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of the Southwest 1/4 of Section 19, Town 4 North, Range 8 East, Town of Exeter, Green County, Wisconsin, including Lot 1 of Certified Survey Map 1253 (Vol. 4, Page 117) and Lot 1 of Certified Survey Map 2745 (Vol. 9, Page 272).



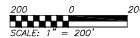
PREPARED FOR
Karen Talarczyk, Et Al.
W8105 Kubly Road
New Glarus, WI 53574
(608) 527-2988

JOB NO. 23166
POINTS 22031
DRWG. 23166_2
DRAWN BY JMB



July 22, 2024

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20____
Department of Administration



LEGEND:
Slopes of 20% or greater

This instrument drafted by Talarczyk Land Surveys LLC.
SHEET 3 OF 4

TALARCYK
LAND SURVEYS
517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczykland.com

WARD CREEK ARBORETUM

Located in the Northeast, Northwest, Southwest and Southeast 1/4s of the Northeast 1/4, and the Northeast and Southeast 1/4s of the Northwest 1/4 of Section 24, Town 4 North, Range 7 East, Town of New Glarus, and the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of Section 19, Town 4 North, Range 8 East, Town of Exeter, Green County, Wisconsin, including Lot 1 of Certified Survey Map 1253 (Vol. 4, Page 117) and Lot 1 of Certified Survey Map 2745 (Vol. 9, Page 272).

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I have caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented herein. I also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of New Glarus, The Village of New Glarus, The Town of Exeter, The County of Green, and the Wisconsin Department of Administration.

WITNESS the hand and seal of said owner this ____ day of _____, 20____. In the presence of:

Karen A. Talarczyk, Trustee
Karen A. Talarczyk Revocable Trust

STATE OF WISCONSIN)

____ COUNTY) SS

Personally came before me this ____ day of _____, 20____, the above named Karen A. Talarczyk to me known to be the same person who executed the foregoing instrument and acknowledged the same.

My commission expires _____

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I have caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented herein. I also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of New Glarus, The Village of New Glarus, The Town of Exeter, The County of Green, and the Wisconsin Department of Administration.

WITNESS the hand and seal of said owner this ____ day of _____, 20____. In the presence of:

Mihaw S. Talarczyk

STATE OF WISCONSIN)

____ COUNTY) SS

Personally came before me this ____ day of _____, 20____, the above named Michael S. Talarczyk to me known to be the same person who executed the foregoing instrument and acknowledged the same.

My commission expires _____

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I have caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented herein. We also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of New Glarus, The Village of New Glarus, The Town of Exeter, The County of Green, and the Wisconsin Department of Administration.

WITNESS the hand and seal of said owner this ____ day of _____, 20____. In the presence of:

Joseph D. Talarczyk

STATE OF WISCONSIN)

____ COUNTY) SS

Personally came before me this ____ day of _____, 20____, the above named Joseph D. Talarczyk to me known to be the same person who executed the foregoing instrument and acknowledged the same.

My commission expires _____



Karen A. Talarczyk

July 22, 2024

PREPARED FOR
Karen Talarczyk, Et Al
W5105 Kubby Road
New Glarus, WI 53574
(608) 527-2988

JOB NO. 23166
POINTS 22031
DRAWN 23166_2
DRAWN BY JMB

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20____
Department of Administration



OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I have caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented herein. I also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of New Glarus, The Village of New Glarus, The Town of Exeter, The County of Green, and the Wisconsin Department of Administration.

WITNESS the hand and seal of said owner this ____ day of _____, 20____. In the presence of:

Matthew R. Talarczyk

STATE OF WISCONSIN)

____ COUNTY) SS

Personally came before me this ____ day of _____, 20____, the above named Matthew R. Talarczyk to me known to be the same person who executed the foregoing instrument and acknowledged the same.

My commission expires _____

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I have caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented herein. I also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of New Glarus, The Village of New Glarus, The Town of Exeter, The County of Green, and the Wisconsin Department of Administration.

WITNESS the hand and seal of said owner this ____ day of _____, 20____. In the presence of:

Daniel R. Talarczyk

STATE OF WISCONSIN)

____ COUNTY) SS

Personally came before me this ____ day of _____, 20____, the above named Daniel R. Talarczyk to me known to be the same person who executed the foregoing instrument and acknowledged the same.

My commission expires _____

OWNER'S CERTIFICATE OF DEDICATION:

As owners, we hereby certify that we have caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented herein. We also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: The Town of New Glarus, The Village of New Glarus, The Town of Exeter, The County of Green, and the Wisconsin Department of Administration.

WITNESS the hand and seal of said owner this ____ day of _____, 20____. In the presence of:

Jennifer A. Talarczyk, Trustee
Robert A. Talarczyk and Jennifer A. Talarczyk Revocable Trust dated May 5, 2023

Robert A. Talarczyk, Trustee
Robert A. Talarczyk and Jennifer A. Talarczyk Revocable Trust dated May 5, 2023

STATE OF WISCONSIN)

____ COUNTY) SS

Personally came before me this ____ day of _____, 20____, the above named Robert A. Talarczyk and Jennifer A. Talarczyk to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

My commission expires _____

REGISTER OF DEEDS CERTIFICATE:

Received for record this ____ day of _____, 20____, at ____ o'clock ____ M., and recorded in Volume ____ of Plats on Pages ____.

Register of Deeds

TOWN OF NEW GLARUS

TOWN TREASURER'S CERTIFICATE:

STATE OF WISCONSIN)

COUNTY OF GREEN) SS

I, John Wright, being the duly elected qualified and acting town clerk-treasurer of the Town of New Glarus, do hereby certify in accordance with the records of my office, there are no unpaid taxes or unpaid special assessments as of this ____ day of _____, 20____, on any of the land included in the plat of Ward Creek Arboretum.

Town Treasurer

TOWN OF NEW GLARUS

TOWN BOARD APPROVAL CERTIFICATE:

Resolved, that the plat of Ward Creek Arboretum in the Town of New Glarus is hereby approved by the town board.

Town Chair

I hereby certify that the foregoing is a copy of a resolution adopted by the town board of the Town of New Glarus.

Town Clerk

VILLAGE OF NEW GLARUS APPROVAL: Approved for recording this ____ day of _____, 20____ by the Village of New Glarus.

Village Clerk

TOWN OF EXETER

TOWN TREASURER'S CERTIFICATE:

STATE OF WISCONSIN)

COUNTY OF GREEN) SS

I, Dawn Marie Stass, being the duly elected qualified and acting town clerk-treasurer of the Town of Exeter, do hereby certify in accordance with the records of my office, there are no unpaid taxes or unpaid special assessments as of this ____ day of _____, 20____, on any of the land included in the plat of Ward Creek Arboretum.

Town Treasurer

TOWN OF EXETER

TOWN BOARD APPROVAL CERTIFICATE:

Resolved, that the plat of Ward Creek Arboretum in the Town of Exeter is hereby approved by the town board.

Town Chair

I hereby certify that the foregoing is a copy of a resolution adopted by the town board of the Town of Exeter.

Town Clerk

COUNTY TREASURER'S CERTIFICATE:

STATE OF WISCONSIN)

COUNTY OF GREEN) SS

I, Sherril A. Howles, being the duly elected qualified and acting treasurer of the County of Green, do hereby certify in accordance with the records of my office, there are no unpaid taxes or unpaid special assessments as of this ____ day of _____, 20____, on any of the land included in the plat of Ward Creek Arboretum.

County Treasurer

GREEN COUNTY LAND USE & ZONING APPROVAL CERTIFICATE:

Resolved, that the plat of Ward Creek Arboretum in the Town of New Glarus and the Town of Exeter is hereby approved by the Green County Land Use and Zoning Department.

Zoning Administrator

This instrument drafted by Talarczyk Land Surveys LLC.

SHEET 4 OF 4

TALARCYK
LAND SURVEYS
517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczyklandsurveys.com

Document No.

DEED RESTRICTIONS AND COVENANTS

Return to:
Atty. Robert S. Duxstad
PO Box 737
Monroe, WI 53566

Parcel Numbers 230240175.0000,
230140132.1000, 230240175.0200, and
230140132.1000

To protect and preserve the values in those lands described in the **Ward Creek Arboretum Plat** (“Plat”), recorded as Document Number _____, in the office of the Register of Deeds, Green County, State of Wisconsin (“Plat”), located in the Town of New Glarus, Wisconsin, for the mutual benefit and protection of all owners of Lots 1 – 6 of the Plat, the Karen A. Talarczyk Revocable Trust, Daniel R. Talarczyk, Joesph D. Talarczyk, Matthew R. Talarczyk, Michael S. Talarczyk, and the Robert A. Talarczyk and Jennifer A. Talarczyk Revocable Trust dated Mary 5, 2023, being the present owners of all the lots (“Owners”) hereby covenants and agrees that Lots 1-6 of the Plat shall be subject to the following protective covenants, and servitudes which are to run with the land and shall be binding on all present and future owners of Lots 1-6 of the Plat.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years, after which time those covenants shall be automatically extended for successive periods of ten years unless an instrument signed by two-thirds of owners of Lots Numbers 1-6 of the Plat has been recorded, agreeing to change said covenants in whole or in part. Notwithstanding the above, the following provisions contained in Sections1 below may be amended only with the permission of the Town of New Glarus (“Town”):

1. Provisions required by Town of New Glarus.

- a. Lots 1-6 of the Plat are subject to the Open Space requirements of the Town of New Glarus ordinances. No building or residence shall be constructed on any lot, except in an area designated as a building envelop or cluster envelop approved by the Town of New Glarus on the Plat or another recorded instrument approved by the Town of New Glarus. 91% of Lots 1-6 shall remain open space as undeveloped land and free of residential, industrial or commercial structures pursuant to the Town of New Glarus ordinances unless otherwise approved by the Town of New Glarus. Only agricultural use, recreational use, passive recreational use, municipal use, and the preservation of environmentally sensitive features are allowed in open spaces. This provision shall not preclude the approval of cluster developments in Lots 2, 3 or 4 of the Plat.
- b. There may be no further re-division of any Lot, except for the purpose of conveying part of a lot to the owner or owners of an adjoining lot or lands; and except in the event of the creation of a Minor Subdivision with Cluster Developments on Lots 2, 3 or 4.
- c. Not more than one residence may be built on any lot, except in the event an owner of Lots 2, 3 or 4 obtains approval of a Minor Subdivision with a Cluster Development from the Town of New Glarus for up to three building sites for residences on their respective lot.
- d. No residences nor buildings shall be located on any lot except in conformity with said Plat, and all applicable state, county and other municipal rules, regulations and ordinances pertaining thereto.
- e. Section 110-28 of the Town of New Glarus Land Division and Subdivision Code provides when the land included in a Subdivision Plat abuts upon or is adjacent to land used for agriculture, farming or grazing purposes, the land divider shall, if requested by adjacent landowners, erect, keep, and maintain partition fences, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between such land and the adjacent land. The Owners subjects the land included in the Plat to a covenant binding the Owners, their grantees, heirs, successors, and assigns to erect and maintain such fences, without cost to the adjoining owners, so long as the adjoining land is used for agriculture, farming or grazing purposes.
- f. Lot owners shall minimize their use of outdoor lighting so as not to create a nuisance for other Lot owners' enjoyment of the night sky. Outdoor lighting shall be shielded and directed downward.

2. Land Use and Building Type. All lots shall be restricted to use for residential, conservation, agricultural purposes or a business that complies with the Town of New Glarus and Green County Zoning Ordinances, provided the Lot owner owns fifty percent (50%) or more of said business. No manufacturing business activity shall be conducted on any lot including raising domestic pets for sale except as modified in the paragraph entitled "Livestock" below.

In addition to the restrictions stated above, the following uses are prohibited:

- (1) community living arrangements of any size;
- (2) municipal buildings;
- (3) sheltered facilities for battered women or other persons;
- (4) living quarters for any registered sex offender.

3. **Nuisances.** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All lots shall be kept free of noxious weeds.

4. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Any residence constructed upon any lot shall be completed within one year after the beginning of the construction thereof.

5. **Signs, Mailboxes and Newspaper Drops.** Except for fire number signs and no trespass signs, no sign of any kind shall be displayed to public view on any lot except (a) one sign of not more than five square feet advertising the property for sale or rent, (b) a sign used by a builder to advertise the property during the construction and sales period, (c) a sign of not more than ten square feet advertising the lot owner's business, or (d) a temporary sign placed by the owners of a lot during an election campaign. Mailboxes and newspaper drops for Lots 2, 3, 5 and 6 shall be clustered in a single location recommended by the United States Postal Service in the right of way of Kubly Road within the *Private Road Easement*.

6. **Animals And Livestock.** No porcine shall be raised, bred, or kept on any lot. Dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and do not number more than three dogs and five cats for any household. Not more than ten horses may be kept on any lot. Not more than ten (10) fowl shall be raised, bred or kept on any lot. Not more than ten (10) sheep, bovine animals or goats may be kept on any lot.

7. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All outside containers shall be kept in a clean and sanitary condition. All refuse of any description shall be confined to the rear or side of the house, except refuse containers may be set at the roadside for a period not to exceed twelve hours before and after scheduled pickup.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

9. **Future Amendments.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by two-thirds of the current owners of Lots One through Six of the Plat, and duly recorded in the office of the Register of Deeds of Green County, Wisconsin.

10. **Notices.** All notices to any party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested.

11. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

14. **Signatures.** The undersigned individuals have executed this Agreement and by doing so represent that they have been or are authorized to do so on behalf of themselves and/or the entities they represent. The Parties also agree that this Agreement, and any amendments to this Agreement, may be transmitted by facsimile or e-mail. The Parties intend that faxed or electronic signatures constitute original signatures and are binding on all Parties.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

SIGNATURES APPEAR ON SUBSEQUENT PAGES.

THIS DOCUMENT WAS PREPARED BY:
Robert S. Duxstad, Duxstad McDaniel Law Group, S.C.
P.O. Box 737, Monroe, WI 53566
State Bar No. 10108491

Document No.

**PRIVATE ROAD EASEMENT AND UTILITY
EASEMENT AGREEMENT**

Return to:
Atty. Robert S. Duxstad
PO Box 737
Monroe, WI 53566

Parcel Numbers 230240175.0000,
230140132.1000, 230240175.0200, and
230140132.1000

**THIS PRIVATE ROAD EASEMENT AND UTILITY
EASEMENT AGREEMENT** (the *Agreement*) is established by
the Karen A. Talarczyk Revocable Trust, Daniel R. Talarczyk, Joesph D. Talarczyk, Matthew R.
Talarczyk, Michael S. Talarczyk, and the Robert A. Talarczyk and Jennifer A. Talarczyk
Revocable Trust dated Mary 5, 2023, (hereinafter referred to as “Owners”) for the benefit of the
present and future owners of Lots One (1), Two (2), Three (3), Five (5) and Six (6) of the **Ward
Creek Arboretum Plat** (“Plat”), recorded as Document Number _____, in the office of the
Register of Deeds, Green County, State of Wisconsin.

RECITALS:

- A. The Plat depicts and describes a Private Road Easement for Lots 2, 3, 5, and 6 (“*Private Road Easement*”).
- B. There currently exists a private road on the Private Road Easement that serves the lands now known as Lots 2, 3, 5 and 6 of the Plat (*Private Road*) and is used as the existing driveway for the residence located on Lot 5 of the Plat.
- C. The Owners are willing to create a permanent easement over the *Private Road Easement* to enable the current and future owners of Lots 2, 3, 5 and 6 of the Plat to use the *Private Road* under the terms of this Agreement.

D. The Plat also depicts areas designated as an *Easement for Existing Overhead and Future Underground Utilities* and an *Underground Utility Easement for Lot 4*, and Owners are willing to create over said areas to enable the current and future owners of Lots 1 through 6 of the Plat to use said easement areas for installation and maintenance of utilities under the terms of this Agreement.

AGREEMENT

1. **Grant of Private Road Easement.** Owners grant a nonexclusive easement and right-of-way to the current and future owners of Lots 2, 3, 5, and 6 of the Plat, their successors and assigns to use the *Private Road Easement* as a private road for ingress and egress to Kubly Road and for the issuance of residential driveway permits from the Town of New Glarus.

2. **Permitted Users.** The easement granted in Section 1, above, may be used by the owners of Lots 2, 3, 5, and 6 of the Plat, their tenants, employees, customers, and invitees in common with the other owners of Lots 2, 3, 5, and 6 of the Plat, their tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The Owners of Lots 2, 3, 5, and 6 of the Plat, shall each bear one-fourth of all expenses of maintaining, repairing, and removing snow and debris from the *Private Road*. In the event an owner of a Lot quitclaims its interest in the *Private Road Easement* to the owner of Lot 5, remaining owners who retain an interest in the *Private Road Easement* shall share equally in the expenses of maintaining, repairing, and removing snow and debris from the *Private Road*. Repairs and maintenance shall be performed at such times and in such a manner as are mutually agreeable to the parties. If the parties are unable to agree within 10 days of a written request by one or the other on the need for the repair or maintenance, then the matter shall be referred, upon any party's request, to arbitration.

4. **Option for Public Road.** In the event, one or more of the owners of Lots 2, 3, 5, and 6 of the Plat petition the Town of New Glarus to dedicate all or some portion of the *Private Road Easement* as a public road, and said petition is granted by the Town of New Glarus, the petitioning lot owners shall bear all expenses in improving that portion of the current driveway to Town on New Glarus standards to be accepted as a public road. The non-petitioning Lot owners shall not object to the dedication of all or a portion of the *Private Road Easement* if the costs of any improvements are paid by the petitioning lot owner(s).

5. **Indemnity.** Any owner of Lots 2, 3, 5, and 6 of the Plat shall indemnify and defend the other owners of Lots 2, 3, 5, and 6 of the Plat, their officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the *Private Road* by the owner of the respective Lot, its offices, agents, contractors, subcontractors, invitees, or employees.

6. **Equal Rights of Use.** The owners of Lots 2, 3, 5, and 6 of the Plat shall have equal rights of ingress and egress over the *Private Road Easement* and shall take no action to prevent the other party's enjoyment of such right.
7. **Grant of Utility Easement.** Lots One through Six of the Plat, respectively, shall be subject to the *Easement for Existing Overhead and Future Underground Utilities* and the *Underground Utility Easement for Lot 4* as depicted on the Plat.
8. **Purpose of Utility Easement.** The *Easement for Existing Overhead and Future Underground* and the *Underground Utility Easement for Lot 4* shall allow the owners of Lots One through Six of the Plat, their successors, and assigns to place, maintain, and repair underground utilities on said lots and maintain and repair overhead utilities serving said lots.
9. **Construction and Maintenance.** The owners of Lots One through Six of the Plat, their successors and assigns, shall have the right of ingress to and egress for the purpose of installing and maintaining underground utilities or maintaining existing overhead utilities, at their expense. Any owner shall restore the condition of the property to its pre-existing condition in the event of the need to install, replace or repair utilities. No owner shall interfere with the use of the *Easement for Existing Overhead and Future Underground Utilities* and the *Underground Utility Easement for Lot 4* by the other owners.
10. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable any owner of Lots One through Six of the Plat, their respective successors and assigns.
11. **Non-Use.** Non-Use or limited use of the easement rights granted in this Agreement shall not prevent any owner of Lots One through Six of the Plat from later use of the easement rights to the fullest extent authorized in this Agreement.
12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
13. **Future Amendments.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by two-thirds of the current owners of Lots One through Six of the Plat, and duly recorded in the office of the Register of Deeds of Green County, Wisconsin.
14. **Notices.** All notices to any party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested.
15. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

17. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

18. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Except as provided in Section 4 above, the owners of Lots 2, 3, 5, and 6 shall cooperate with each other and take such measures as may be necessary to prevent the dedication to the public of the *Private Road*, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

19. **Signatures.** The undersigned individuals have executed this Agreement and by doing so represent that they have been or are authorized to do so on behalf of themselves and/or the entities they represent. The Parties also agree that this Agreement, and any amendments to this Agreement, may be transmitted by facsimile or e-mail. The Parties intend that faxed or electronic signatures constitute original signatures and are binding on all Parties.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

SIGNATURES APPEAR ON SUBSEQUENT PAGES.

THIS DOCUMENT WAS PREPARED BY:
Robert S. Duxstad, Duxstad McDaniel Law Group, S.C.
P.O. Box 737, Monroe, WI 53566
State Bar No. 10108491

TOWN OF NEW GLARUS

RESOLUTION 240911

TO AMEND RESOLUTION 231213 REGARDING APPOINTMENT OF ELECTION OFFICIALS
FOR 2024-2025 ELECTION CYCLE

WHEREAS the Town of New Glarus election worker terms expire 12/31/23 and the Town has received four (4) nominations for election workers from the Republican party and six (6) nominations from the Democratic party.

NOW, THEREFORE, the Town Board of the Town of New Glarus, Green County, Wisconsin does hereby resolve to appoint the following to a two-year term beginning 1/1/2024 and ending 12/31/2025, as election workers:

Republican Nominees

Brenda Johnson
Richard Johnson
Lisa Bowers
Dave Staats

Democratic Nominees

Howard Cosgrove
Susan Cosgrove
Danford Bubolz
Anthony Kesich
Vicki Sasso
Tracey Schwalbe

Non-Partisan

Ruth Elmer
Jan Hoesly
Deb Schilt
Sue Bubolz
Mary Anne Oemichen
Jamie Zaffino
Judy Gielissen
Connie DaValt
Hallie Weintraub
Claire Legris

It is further resolved that said appointments shall include serving in the capacity of Election Inspector, Greeter and/or Tabulator, and Municipal Board of Canvassers as needed and shall be paid at the rate of \$10.00 per hour while serving in those capacities.

It is further resolved that at the time of appointment, Ruth Elmer, Judy Gielissen, Danford Bubolz, Sue Bubolz, Mary Anne Oemichen, Jamie Zaffino, Brenda Johnson, Richard Johnson, and Tracey Schwalbe have received the necessary training and may also serve as Chief Election Inspector and shall be paid at the rate of \$10.00 per hour while serving in that capacity. Any of the above-named appointees may serve as Chief Election Inspector upon receiving the baseline training certification as prescribed by the State Elections Board. A wage of \$10.00 per hour will be paid when serving as Chief Election Inspector.

Approved and signed on September 11, 2024.

Chris Narveson, Town Chair

Attest: John Wright, Clerk-Treasurer

2025 Recycling Grants to Responsible Units Application Form

Form 8700-2220 Rev. 6-16
State of Wisconsin Dept. of Natural Resources

Submit By: October 1, 2024*

Responsible Unit (RU)
Town of New Glarus
Muni Code: 23024
County: Green
Population: 1415
RU Category: Single

DNR Contact Information
Bureau of Community Financial Assistance - CF/2
Wendy Soleska
wendy.soleska@wisconsin.gov
608-852-1358

For instructions, please click

*NOTICE: This form is authorized by Chapter 287, Wis. Stats., and Chapter NR 542, Wis. Adm. Code. To be eligible to receive a grant, completion of this form is mandatory. Failure to submit the completed form to the department by October 1, 2024 will result in denial or reduction of grant funds for 2025. Personally identifiable information on this form is intended to be used by the Department for recycling program purposes, but may be made available to requesters as required by Wisconsin's Open Records law (ss.19.31-19.39, Wis. Stats.).

SECTION 1: CONTACT INFORMATION

Note: You are not able to add or update any authorized representative or contact information on the application this year. If you have changes, please contact Rachel Stark by email at DNRWAFacilityContactRegistry@wisconsin.gov or by phone at 920-650-4064.

A. Authorized Representative

The DNR central office has the responsible unit's authorizing resolution on file. According to our records, the authorizing resolution names the position of Clerk Treasurer as the authorizing representative.

John Wright
PO Box 448 26 5th Ave
New Glarus WI 53574-0448
Clerk Treasurer
608-527-2390 -
clerk@townofnewglaruswi.gov

B. Primary Contact

John Wright
PO Box 448 26 5th Ave
New Glarus WI 53574-0448
608-527-2390
clerk@townofnewglaruswi.gov

Section 2: RU PROGRAM INFORMATION

A. Multiple Member Information

As a single member RU, this section does not apply.

Does the RU plan to add or remove members (municipalities, counties, Yes No or tribes) in 2025?

If any of the above information is incorrect or if the join date or join type need to be modified, please contact DNRRecycling@wisconsin.gov.

B. Cooperative Agreement Information

If the responsible unit signed a cooperative agreement with at least one other responsible unit for the purpose of implementing efficiencies related to conducting one or more effective recycling program activities, add and complete the information requested.

Section 3: ELIGIBLE PROGRAM COSTS AND ESTIMATED COLLECTION TONNAGE

Fill in estimated recyclables collection in tons. Eligible program costs are determined by completing the estimated costs worksheet. Please remember that grant assistance is provided only for the single family and 2-4 unit residential portion of your recycling program. To print a blank estimated costs worksheet to work from before entering the final amounts into the online form, select the following link. [Blank Estimated Costs Worksheet](#)

Estimated collection in tons

132

2025 - Estimated Budget Spreadsheet
Form 8700-222B (Rev. 2-10)

Enter all anticipated 2025 recycling and yard waste program expenses by breaking them down by column and row. Costs should be entered in whole dollar amounts only. The expenses listed in the rows correspond to the Uniform Chart of Accounts (UCA) object codes. Scroll down to view entire list.

Recycling Expenditures UCA #53565 (including yard waste & waste tires)	A. Education	B. Collection (Curbside &/or Drop-off)	C. Processing & Marketing	D. Compliance & Enforcement	E. Estimated Total Costs
1. Salaries/Wages & Employee Benefits	0.00	0.00	0.00	0.00	0.00
2. Consulting & Professional Services	0.00	0.00	0.00	0.00	0.00
3. Utility Services	0.00	0.00	0.00	0.00	0.00
4. Purchased Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00
5. Purchased Services Printing & Advertising	0.00	0.00	0.00	0.00	0.00
6. Purchased Services Other(contractual svcs)	0.00	31,827.77	0.00	0.00	31,827.77
7. Office Supplies	0.00	0.00	0.00	0.00	0.00
8. Subscriptions & Dues	0.00	0.00	0.00	0.00	0.00
9. Employee Travel & Training	0.00	0.00	0.00	0.00	0.00
10. Operating Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
11. Repair & Maintenance Supplies	0.00	0.00	0.00	0.00	0.00
12. Insurance	0.00	0.00	0.00	0.00	0.00
13. Rents & Leases	0.00	0.00	0.00	0.00	0.00
14. Depreciation(Total depreciation costs in Row 14 Column E)	0.00	0.00	0.00	0.00	0.00
15. Hourly Equipment Use Charges(Total hourly use charges in Row 15 Column E)	0.00	0.00	0.00	0.00	0.00
16. Cost Allocations	0.00	0.00	0.00	0.00	0.00
17. Cost Allocations Other (not #53635)	0.00	0.00	0.00	0.00	0.00
Total	0.00	31,827.77	0.00	0.00	31,827.77

19. Costs - Recycling of banned items s. 287.07(1m), Wis. Stats. (Lead Acid Batteries, Electronics, Major Appliances and Oil)

0.00

20. Revenue - Sale of Recyclables

0.00

21. Total Ineligible Costs & Revenues (total of lines 19 and 20)

0.00

22. Total Eligible Recycling Costs (line 18 minus line 21)

31,827.77

Summary of Costs

Total costs of recycling program (Worksheet Line 18, Column E)

31,827.77

Total ineligible costs and revenue (Worksheet Line 21, Column E)

0.00

Total eligible recycling costs (Worksheet Line 22, Column E)

31,827.77

SECTION 4: CERTIFICATION

RU Name : Town of New Glarus

Municipal Code : 23024

This section must only be completed by your responsible unit's authorized representative or authorized representative's designee.

Authorized Representative

This application is not complete unless it is signed by the authorized representative or authorized representative's designee as appointed by the Responsible Unit in an authorizing resolution properly adopted by the Responsible Unit and on file with the DNR. We recommend that position title, rather than names of individuals, appear on the authorizing resolution. Doing so minimizes the need to revise the authorizing resolution when staff changes occur. Authorizing resolutions remain in effect until modified by the Responsible Unit and submitted to the DNR.

Certification

I hereby acknowledge that an Annual Report of Recycling Program Accomplishments and Actual Costs for 2025 will be due by April, 30 2026 and that failure to submit this report could cause my 2025 grant to be delayed and/or withheld.

I hereby certify that as part of effective recycling program, I understand I am obligated to notify the DNR about any changes to my program contact and/or authorizing resolution information.

I hereby certify that to the best of my knowledge, the information contained in this application and application attachments is correct and true. I understand and agree that any grant monies awarded as a result of this application shall be used in compliance with ch. 287, Wis. Stats., and chs. NR 542 and NR 544, Wis. Adm. Code.

By typing my name below and clicking submit, I certify on behalf of Town of New Glarus that the information entered in this Responsible Unit Basic and Consolidation Grant form is true and complete. Note: As of January 1, 2022, this online certification submittal is replacing the submittal of a printed signature page. Remember to save or print your report. An automated confirmation will be emailed to contacts.

Signature

Authorized Representative:

John, Wright

Submit Date:

9/5/2024

Submitted By:

John Wright

Confirmation #:

224860-S-20240905:090701

Clerk Treasurer

From: Deputy Clerk
Sent: Thursday, September 5, 2024 2:05 PM
To: Clerk Treasurer
Subject: FW: Wisconsin Towns Association - Town Official Workshop Receipt

John,
As discussed, I have registered for the virtual workshops for the week of 9/23.

Sara Beth Hahner
Deputy Clerk
Town of New Glarus
608-527-2390

From: Website <wtowns@wisctowns.com>
Sent: Thursday, September 5, 2024 2:02 PM
To: Deputy Clerk <deputyclerk@townofnewglaruswi.gov>
Subject: Wisconsin Towns Association - Town Official Workshop Receipt

You don't often get email from wtowns@wisctowns.com. [Learn why this is important](#)

Wisconsin Towns Association - Town Official Workshop Receipt

Thank you for registering for the event.

Order Information

Email: deputyclerk@townofnewglaruswi.gov
Phone: 6085272390
Town or Village: New Glarus (Town of)
County Name: WI
Order Date: 09-05-2024

Registrations

Event	Location	Date	Cost	Registrants	Total
Virtual Fall Town & Village Workshop	Virtual , Wisconsin	September 23, 2024	\$70.00	Sara Beth Hahner	\$70
				Total Cost	\$72.65

IN-PERSON WORKSHOP SCHEDULE

Clerks and Treasurers		General Topics	
7:45 - 8:00 a.m.	Registration	7:45 - 8:00 a.m.	Registration
8:00 - 9:00 a.m.	Meeting Notices, Agendas, and Minutes	8:00 - 9:00 a.m.	Legislative Update
9:00 - 10:00 a.m.	Budget and Levy Adoption Procedures	9:00 - 10:00 a.m.	Advanced Municipal Budgeting
10:00 - 10:15 a.m.	Break	10:00 - 10:15 a.m.	Break
10:15 - Noon	Municipal Levy Limit Worksheet Reporting	10:15 - Noon	Town Roads Roundup
Noon - 12:45 p.m.	Lunch	Noon - 12:45 p.m.	Lunch
12:45 - 1:45 p.m.	A Year in the Life of a Clerk (part 1)	12:45 - 1:45 p.m.	Advanced Effective Meetings
1:45 - 2:00 p.m.	Break	1:45 - 2:00 p.m.	Break
2:00 - 3:00 p.m.	A Year in the Life of a Clerk (part 2)	2:00 - 3:00 p.m.	Service Consolidation
3:00 p.m.	Evaluations / Adjourn	3:00 p.m.	Evaluations / Adjourn

LIVE WEBINAR / TELECONFERENCE SCHEDULE

Monday, 9/23	8:30 - 9:30 a.m.	Meeting Notices, Agendas, and Minutes
	9:30 - 10:30 a.m.	Budget and Levy Adoption Procedures
	10:30 - 10:45 a.m.	Break
	10:45 - 11:45 a.m.	Legislative Update
Tuesday, 9/24	1:00 - 2:45 p.m.	Town Roads Roundup
	2:45 - 3:00 p.m.	Break
	3:00 - 4:00 p.m.	Advanced Effective Meetings
Wednesday, 9/25	8:30 - 10:30 a.m.	A Year in the Life of a Clerk
	10:30 - 10:45 a.m.	Break
	10:45 - 11:45 a.m.	Advanced Municipal Budgeting
Thursday, 9/26	1:00 - 2:45 p.m.	Municipal Levy Limit Worksheet Reporting
	2:45 - 3:00 p.m.	Break
	3:00 - 4:00 p.m.	Service Consolidation

DRAFT Resident Survey: ATV/UTV use of Town Roads

The respondent's email (**shahner@gmail.com**) was recorded on submission of this form.

Email *

shahner@gmail.com

Name (last, first): *

Hahner, Sara Beth

Physical Address (include fire number): *

W5220 Highland Drive

Should the Town of New Glarus, Green County, Wisconsin, adopt an ordinance that permits individuals to operate ATV/UTVs on all Town roads and all County roads in the Town of New Glarus? *

- Yes, I would like all Town Roads and County Roads in the Town of New Glarus opened to ATV/UTV traffic.
- No, I would like all Town Roads and County Roads in the Town of New Glarus to continue to be closed to ATV/UTV traffic.

I confirm that I am a resident of the Town of New Glarus and submitted only one survey response (please submit only one response per household).



I confirm the above.

This content is neither created nor endorsed by Google.

Google Forms

DRAFT Resident Survey: ATV/UTV use of Town Roads

* Indicates required question

1. Email *

2. Name (last, first): *

3. Physical Address (include fire number): *

4. Should the Town of New Glarus, Green County, Wisconsin, adopt an ordinance that permits individuals to operate ATV/UTVs on all Town roads and all County roads in the Town of New Glarus? *

Mark only one oval.

Yes, I would like all Town Roads and County Roads in the Town of New Glarus opened to ATV/UTV traffic.

No, I would like all Town Roads and County Roads in the Town of New Glarus to continue to be closed to ATV/UTV traffic.

5. I confirm that I am a resident of the Town of New Glarus and submitted only one survey response (please submit only one response per household). *

Mark only one oval.

I confirm the above.

This content is neither created nor endorsed by Google.

Google Forms

Timestamp	Name (last, first):	Physical Address (include fire number):	Should the Town of New Glarus, Green County, Wisconsin, adopt an ordinance that permits individuals to operate ATV/UTVs on all Town roads and all County roads in the Town of New Glarus?	I confirm that I am a resident of the Town of New Glarus and submitted only one survey response (please submit only one response per household).	Email Address
9/5/2024 12:49:29	Hahner, Sara Beth	W5220 Highland Drive	Yes, I would like all Town	Yes	shahner@gmail.com

DRAFT Resident Survey: ATV/UTV use of Town Roads

1 response

[Publish analytics](#)

Name (last, first):

1 response

Hahner, Sara Beth

Physical Address (include fire number):

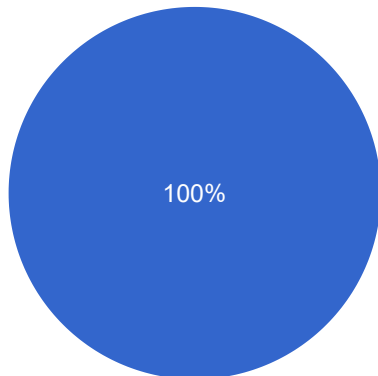
1 response

W5220 Highland Drive

Should the Town of New Glarus, Green County, Wisconsin, adopt an ordinance that permits individuals to operate ATV/UTVs on all Town roads and all County roads in the Town of New Glarus?

 [Copy](#)

1 response



- Yes, I would like all Town Roads and County Roads in the Town of New Glarus opened to ATV/UTV traffic.
- No, I would like all Town Roads and County Roads in the Town of New Glarus to continue to be closed to ATV/UTV traffic.



TOWN OF NEW GLARUS
PARK COMMISSION MEETING
August 21, 2024
Minutes

Attending: Harry Pulliam (Chair), Kelly Ruschman, Mark Pernitz, Chris Narveson, Jason Neton, and Mona Sue French.

Absent: Rose Pertzborn

Also attending: Nancy Streiff: Deputy-Treasurer and Frank Grenzow: Town of New Glarus resident.

1. **Call to Order** – Chair Pulliam called the meeting to order at 6:05 PM.
2. **Proof of Posting** – Deputy Clerk Treasurer Streiff attested to proper proof of posting.
3. **Approve Minutes** – A motion to approve the July 17, 2024. Regular minutes as presented, was made by French; seconded by Ruschman. Motion carried, 6-0.
4. **Public Comments** – The members in attendance discussed whether hunting would be allowed at the Town of New Glarus Park this year. French made a motion that the Town of New Glarus will not allow any hunting on the park property. Ruschman seconded the motion. Motion carried, 6-0.

The Town of New Glarus has been helping the Village of New Glarus with site preparations for the updated Candy Cane Park. On Saturday, August 24th at 8 AM there will be a workday to start assembling the new accessible playground equipment. Narveson noted that Town Patrolman, Ron Roesslein has donated a considerable amount of personal time working on this effort.

5. **Note That Mark Pernitz has Agreed to Serve Another 7-Year Term on the Park Commission**

6. **Update on Prairie Restoration at Town Park** – Jason & Kelly

Neton reported that he had meetings with four vendors regarding work to restore the prairie at the Town Park including Heartland Ecological Group, Resource Environmental Solutions, Adaptive Restoration, and Quercus Land Stewardship Services.

Neton stated that he gathered feedback from each vendor on their recommendations and is expecting to receive quotes in a couple of weeks. The members of the Park Commission will review the quotes and determine the next steps at the September meeting. This effort will be the first step of a larger project. The Town may hire different groups to complete various tasks.

According to Neton, vendors suggested working on the eight to nine acres that are around the remnant prairie and then to use a combination of drill seeding and broadcast seeding depending on the location.

Per Grenzow, one advantage to drill seeding on hillsides would be that the seed would be less likely to wash away. Most of the vendors are willing to make custom seed mixes. Cost for seed mixes can range from \$300 - \$500 per acre, up to as much as \$3,000 per acre. One option would be to select a basic mix at \$300/acre range and then supplement with seeds from the Prairie Enthusiasts. Another option could be to work with Steve Fabos, who the Parks Commission has been working with in the past. Prior to planting the seeds, herbicide will likely need to be applied.

Grenzow recommended that it would be best to remove trees and brush when fields are bare before planting prairie seeds. Grenzow offered to cut down some trees that should be removed. Narveson offered to talk to Ron Roesslein about this and get back to Grenzow.

As a group, the Park Commission and any willing volunteers may start working on the Oak knoll.

7. **Update on Mowing at Town Park** – Frank Grenzow

Grenzow mowed a 12-foot-wide path around the Town Park. There are several trees and bushes along the fence that could be removed to increase the amount of usable land in the park. If these are removed, then the trail around the park could be closer to the outer perimeter providing a buffer for invasives from neighboring properties as well as provide a fire break. Per Grenzow, all four prairie restoration companies suggested that we plant the prairies out to the edges and then mow the trails where we want them.

8. **Report on Sunny Peace Prairie in Orfordville** – Frank Grenzow

Sunny Peace Prairie is similar in size to the New Glarus Town Park property. Grenzow recommends that all Park Commission members watch the 2-minute videos linked in the email provided in the packet. The videos explain the process to restore land to a native prairie, a cycle which usually takes four years.

9. **Update on Decision by DNR re: Grant for Trail Within Town Park** – Chris
Per Narveson, the New Glarus Town Board has approved hiring up to two people to work on the trails. They will ensure the grade/pitch are correct and that the storm water is controlled. The goal will be to try to work with the lay of the land rather than put in culverts. The DNR has given the Town a deadline of June 2025 to finalize trail construction. The goal is to have as much work completed this fall if as is possible.
10. **Discuss and Consider Invasives Removal and Seeding at Bluebird Ridge** – Report from Jason on his Meeting at BBRC with Steve Fabos of Indigenous Restorations. No update – defer to September agenda.
11. **Annual Tree Sale Income and Expenses Report** - The report was shared with the members present.
12. **Updated 2024 Budget to Actual** - The report was shared with those present.
13. **Update on Southwest Badger Natural Resource Conservation Fund Grant Application due Sept. 15, 2024** – Harry & Kelly. This is under review by Ruschman, Pertzborn, and Wright. Neton made a motion to submit the Grant Application and Narveson seconded. Motion approved 6 – 0.
14. **Discuss and Consider Possible Revisions to Ordinance 2023-01 Codifying the Town of New Glarus Park Commission** – Mark. No update
15. **Schedule Next Meeting**, September 18, 2024, at 6:00 PM
16. **Adjourn** – Motion to adjourn by Pernitz; seconded by Ruschman. Meeting adjourned at 7:48 PM.

Approved:

Prepared by Nancy Streiff, Deputy Treasurer

TOWN OF NEW GLARUS
PLAN COMMISSION MEETING
THURSDAY, AUGUST 15, 2024
MINUTES

Members Attending: Chris Narveson (Chair), Robert Elkins, Mark Pernitz, John Ott, Craig Galhouse, and John Freitag (arrived at 6:06 PM)

Absent: Reg Reis

Also Attending: John Wright, Clerk-Treasurer; Sara Beth Hahner: Deputy Clerk; and Tim Schleeper: contract planner from Vierbicher

1. **Call to Order and Proof of Posting:** Chair Narveson called the meeting to order at 6:00 PM. Clerk-Treasurer Wright attested to the proper proof of posting.
2. **Approve Minutes from July 18, 2024:** Motion to approve the meeting minutes from July 18, 2024, as presented, was made by Commissioner Elkins; seconded by Commissioner Ott. Motion carried 5-0.
3. **Town Board Discussion/Action Regarding Direction to Plan Commission for Comprehensive Plan** – Chair Narveson reported that the Town Board held a discussion at their regular meeting yesterday. Narveson noted that Supervisor Pauli was absent and Supervisor Streiff wanted additional time to consider possible goals for the Plan Commission regarding commercial development and possible amendments to the Comprehensive Plan. The item was deferred until the September meeting for further discussion.
4. **Town Board Discussion/Action Regarding Approval for Vierbicher to Produce Development Mapping for Six Sections Within the Village of New Glarus Extraterritorial Zoning Jurisdiction** – Chair Narveson reported that the Board approved the proposal for mapping six sections within the Village Extraterritorial Zoning jurisdiction (ETZ) as presented by Vierbicher. It was noted that there are more than six sections of the Town within the Village's ETZ. After brief discussion and without objection, the six PLSS Sections to be mapped to reflect development potential will be as follows: 10, 11, 12, 13, 14, and 15.
5. **Updates Regarding Transfer of Trails Grant Within STH 39 Property, Fencing Estimates, Site Visits of other Public Facilities, etc.** – It was reported that the Wisconsin Department of Natural Resources agreed to transfer the matching grant for trail development from the STH 39 to Durst Road segment to locations internal to the Town land on STH 39. The main trail segment will run north/south, will be 10' wide, and constructed principally of gravel. A parking area will need to be provided at the north end until public facilities are built. It was noted that grassy trails are planned throughout the property and along the perimeter. In order to qualify for the \$45,000 match, the Town will need to spend \$90,000 and be reimbursed thereafter. If the actual cost is less, then the DNR will reimburse 50% of the costs incurred. It was noted that most matching grants allow for planning costs and in-kind contributions to be included. Without objection, Clerk-Treasurer Wright will check with Cheryl Housley.

Chair Narveson reported that as a condition of sale of the W6599 CTH 39 property, the Town would pay to install a perimeter fence around the property. The Town Board approved a quote for \$12,000 at yesterday's meeting. The owners of the farmette are responsible for the installation of a gate and barbed wire strand atop the woven wire fence to be installed. Contract planner Tim Schleeper (Vierbicher) noted that the existing fence does not follow the property line and will need to be removed along with some trees. If cattle are present, the process could be complicated. Schleeper, when walking around the property, saw evidence that a forage crop of triticale had been planted.

Chair Narveson provided a brief report about the visit to public facilities by some members of the Town Board in the City of Stoughton and Town of Brooklyn. Narveson is hoping to schedule a meeting of Board members at the facilities within the Town of Moscow next week. He shared some preliminary

bid estimates to construct a public works facility for the Green County Highway Department that includes sewer and water, but excludes flatwork, asphaltic paving, and site work. County received optional estimates for solar or geothermal. Radiant heat is planned below the floors of the new facility to reduce utility costs.

6. **Continued Review of Sample Driveway Ordinances that Have Provisions for Field Drive Access and Farm Drive/Commercial Access** – The packet included the existing ordinance and a redline copy with proposed changes, including the listing of all current Town lanes. Available for members attending in person was an updated document provided by Tim Schleeper with all changes in the redline copy approved. There followed a brief discussion of the changes to the document, particularly the modified and added definitions. Commissioner Ott expressed concern that the new standards, if adopted, may be unable to be enforced. Schleeper stated that the Town could withhold an occupancy permit if certain documents are not submitted such as an engineering plan.

Motion to refer the redline draft amendments for Chapter 36 Driveways to the Town contract attorney for review was made by Commissioner Pernitz; seconded by Commissioner Elkins. Motion carried 6-0.

7. **Review of Disch Land Division of Property Along Durst Road by Certified Survey Map Within the Village of New Glarus Agricultural Transition District** – Chair Narveson reported that the Larry Disch proposed a land division by Certified Survey Map (CSM) on Durst Road which is scheduled to be reviewed by the Joint Town/Village ETZ Committee on Tuesday, August 20, 2024. Clerk-Treasurer Wright reported that he received a draft copy of the one lot CSM from surveyor Talarczyk on July 23, 2024 by email, but did not receive an application or payment. Surveyor Talarczyk had not shared the survey with planner Schleeper. Wright received the application today from Talarczyk that was prepared on July 23, 2024 but not submitted to the Town or to Vierbicher on the date it was prepared. It was noted that the Joint ETZ could review the variance request for the lot, which does not abut Durst Road, and to make a recommendation to the Village Board for their approval.

Clerk-Treasurer Wright provided a brief review of discussion of this property before this commission beginning in July of 2023 and the unique standards within the A-T District of the ETZ including: no open space requirement, restricted to no more than four lots without further permission from the Village, a minimum lot size of 2 acres without reference to a maximum size. Wright stated that no application fee or escrow has been collected for the proposed land division by the Town to date. There followed a discussion as to whether the land division could be approved with the condition that the application be submitted and the fees paid. A public hearing could be scheduled prior to the regular Town Board meeting on September 11, 2024 or may be deferred until October 9, 2024 depending upon the decision of this commission.

Motion to defer making a recommendation to the Town Board for approval until the September Plan Commission meeting for a public hearing prior to the regular Town Board meeting in October was made by Commissioner Freitag; seconded by Commissioner Elkins. Motion carried 6-0.

8. **Staff Reports**

- a) Update on zoning change history for 4.0 acre parcel along STH 69 – Clerk-Treasurer Wright provided an overview of the history of the ownership and petition to rezone the parcel from the Agricultural District to the Commercial District. Approval of the rezoning was conditional pending Wisconsin Department of Transportation (WisDOT) approval of the proposed billboard; the Conditional Use Permit was restricted to a billboard and no other buildings. If rejected by WisDOT, the zoning would revert to the Agricultural District, per minutes of the Green County Zoning and Land Use Committee. WisDOT initially approved and then revoked their approval. The property was never rezoned by County back to the Agricultural District. It was noted that if the land sells, the assessment classification should be changed from undeveloped or agricultural to commercial. No action was requested or taken on this item.
- b) Neighbor exchange to be recorded by Certified Survey Map without deed restriction language – Wright presented a recorded CSM for a neighbor exchange between Randall Shotliff and the owner

of a pre-Ordinance CSM to the southeast. Wright shared correspondence with Ekum Title to make them aware of the probable deed restriction upon development of the land which was sold. However, the face of the CSM lacks language regarding that restriction, which creates a potential burden on Town staff when reviewing the property if a building permit is issued for a non-agricultural use structure on the land conveyed to the new owner(s).

9. **Adjourn** – **Motion** to adjourn by Commissioner Ott; **seconded** by Commissioner Pernitz. **Motion carried** at 7:04 PM, 6-0. The next meeting will be held on September 19, 2024, at 6:00 PM.

Approved:

John Wright, Clerk-Treasurer

DRAFT