

VILLAGE OF NEW GLARUS - VILLAGE BOARD PROCEEDINGS REGULAR MEETING

Village Hall Board Room
319 2nd Street New Glarus, WI

Zoom Meeting Link: <https://us02web.zoom.us/j/81391227236>

8/1/2023

7:00 P.M.

7:00 P.M. Regular Meeting	Page #
1. Call to Order – Please Silence All Cell Phones	
2. Approval of agenda	
3. Public appearances and citizen comments on items not listed on this agenda. [Items will not be debated or acted upon at this meeting but will be referred to the proper staff/committee if action is required.] – <i>Please keep comments to 3 minutes</i>	
4. Approval of Consent Agenda	
A. Approval of Minutes of 7.18.23 Regular Meeting	4
B. Approval of Claims	6
5. New Business	
A. Presentation: WPPI Energy, Marty Dreischmeier	
B. Consideration/Discussion: Development Agreement with the New Glarus School District	
C. Consideration/Discussion: New Glarus School District Water & Sewer Utility Refund	
D. Consideration/Discussion: Village Board Salaries	11
6. Parks and Recreation	
7. Public Works and Safety	
A. Consideration/Discussion: Yield Sign on 9 th Avenue at 8 th Street	
8. Personnel and Finance	
9. President’s Report	
10. Announcement: The Village Board Will Adjourn into Closed Session Pursuant to Wisconsin State Statute 19.85(1)(e): Deliberating or negotiating the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and may reconvene to open session pursuant to State Statute 19.85 (consideration of offer to purchase portion of property located at 600 4 th Avenue for Village right-of-way)	
11. The Board may take action as a result of the closed session	
12. Adjournment	

Roger Truttman, President

AGENDA POSTED: N.G. Village Hall 7/28/23
 N.G. Post Office 7/28/23
 Bank of New Glarus 7/28/23

Kelsey Jenson, Clerk

PERSONS REQUIRING ADDITIONAL SERVICES TO PARTICIPATE IN A PUBLIC MEETING MAY CONTACT THE VILLAGE CLERK FOR ASSISTANCE AT 527-2510

Village Board Meeting Notes

August 1, 2023

Consent Agenda:

Approval of Minutes of 7/18 Regular Meeting: The minutes are included in the packet for consideration.

Approval of Claims: The claims lists are included in your packet and include: ACH for payroll expenses, wire for power; payroll vouchers 17439 to 17488 totaling \$46,649.21; and checks 42239 to 42285 totaling \$414,404.46.

New Business:

Presentation: WPPI Energy, Marty Dreischmeier: Marty is the Chief Financial Officer of WPPI Energy and will give a general update on WPPI to the Village Board.

Consideration/Discussion: Development Agreement with the New Glarus School District: The School District and Village have been working together to finalize plans for a land swap to ensure road access to the School's property adjacent to Windlach Street. The School is no longer using this property for a future primary school, and plans to sell it. The property owners of 719 Windlach Street have agreed to the land swap, and the attorneys between the School and Village have drafted a development agreement which would transfer the title of the School property to the Village in order for the Village to work directly with the property owner on the deal. The proposed development agreement is included in the agenda packet and has been reviewed and approved by the New Glarus School Board.

Consideration/Discussion: New Glarus School District Water & Sewer Utility Refund: On July 13, New Glarus Utilities staff discovered a utility billing error with the School District's football field account. The water for the football field was being billed twice, once for the football field and once for the Elementary School. Additionally, the football field was being charged for sewer usage even though it should not have been. Over a seven-year period, staff found that the water amount overcharged was \$3,501.71 and the sewer amount overcharged was \$6,799.56, for a total of \$10,301.27. New Glarus Utilities is obligated to refund the School District this amount, and staff have corrected the issue for future billing. The School District has been notified of this error and the refund amount.

Consideration/Discussion: Village Board Salaries: A few Village Board Trustees have mentioned interest in increasing Trustee salaries. The current salaries are set in the Village's code Section 82-7, which states the following:

A. The Village President and other Trustees who make up the Village Board, whether operating under general or special law, may by majority vote of all the members of the Village Board determine that a salary be paid the President, Trustees and other Village officials and employees. The salaries and compensation to be paid to Village officers and employees shall be annually determined by resolution of the Village Board. Salaries heretofore established shall so

remain until changed by ordinance and shall not be increased or diminished during their terms of office.

B. Members of the Village Board shall receive the following salaries:

(1) Village President: \$3,000 annually.

(2) Village Trustees: \$30 for each Board meeting attended, plus \$20 for each standing committee meeting attended. The chair of a standing committee shall receive \$300 annually in addition to the per-meeting reimbursement.

Given that the Village code states that salaries should not be increased or diminished during the current term of office, the Village Board could consider passing an ordinance that increases salaries for the next term. If the Board would like to move in that direction, staff can work on drafting an ordinance. The Village spent \$9,150.27 on Board salaries and fringe in 2023.

Public Works & Safety:

Yield Sign on 9th Avenue at 8th Street: At their July 12, 2023 meeting, the Public Works Committee recommended adding a yield sign to 9th Avenue at the 8th Street intersection. The Committee recommended a yield instead of a stop sign because the intersection is uphill and can be difficult to stop at during the winter months.

VILLAGE BOARD PROCEEDINGS
VILLAGE OF NEW GLARUS
7/18/2023

REGULAR MEETING-CALL TO ORDER: President Truttman called the regular meeting to order at 7:00 p.m.

PRESENT: Michael Bell, Larry Stuessy, Peggy Kruse, Mike Marty, Gof Thomson and Roger Truttman.

ABSENT: Chuck Phillipson.

ALSO PRESENT: Casey Umhoefer, Bekah Stauffacher (NG Chamber), Kevin Hendrickson (NG Fire Chief), Kristie Mueller (NG EMS Chief), Amy Trumble (Library Director), Joe Cockcroft (Public Works Director), Lauren Freeman (Village Administrator), Chief Jeff Sturdevant (Police Chief), Kelsey Jenson (Clerk-Treasurer)

APPROVAL OF AGENDA: Motion by Michael Bell, second by Larry Stuessy to approve the 7.18.23 agenda. Motion carried (6-0).

PUBLIC APPEARANCES AND CITIZEN COMMENTS: None.

CONSENT AGENDA: Motion by Peggy Kruse for approval of the consent agenda, second by Larry Stuessy. Motion carried (6-0).

APPROVAL OF MINUTES OF 7.5.23 Regular Meeting

APPROVAL OF CLAIMS: The claims lists were presented to the Board and include: ACH for payroll expenses and health insurance, e-check for life insurance, and journal entry for utilities; payroll vouchers 17388 to 17438 totaling \$43874.56; and checks 42185 to 42238 totaling \$420,575.78.

JUNE 2023 BUILDING INSPECTION REPORT

JUNE 2023 POLICE REPORT

JUNE 2023 FINANCIALS

NEW BUSINESS

Consideration/Discussion: Ridgeview Farms Application for Land Division by Certified Survey Map (CSM), Cardinal Crest Lane, Parcel 2301400440240: Motion by Mike Marty to approve Ridgeview Farms Application for Land Division by Certified Survey Map (CSM), Cardinal Crest Lane, Parcel 2301400440240, based on the Village Planner and ETZ Committee recommendations with a note to the surveyor to consider changing lots to out lots, noting their specific use and whether they are public or private land, and additionally add dimensioning to all easements not parallel with existing lot lines, second by Larry Stuessy. Motion carried (6-0).

Consideration/Discussion: ARPA Projects Update: Motion by Michael Bell to approve Option 3 – miTime Module and Civic Software Upgrade, second by Peggy Kruse. Motion carried (7-0).

PARKS AND RECREATION: None.

PUBLIC WORKS AND SAFETY:

Consideration/Discussion: Special Event Permit – Art in the Park, Willhelm Tell: Motion by Gof Thomson to approve Agenda items A, B, C, D, second by Peggy Kruse. Motion carried (6-0).

Consideration/Discussion: Special Event Permit – Family Fest, Grace Church: See motion above.

Consideration/Discussion: Special Event Permit – Fire Fest, NGFD: See motion above.

Consideration/Discussion: Operator License for Amanda Babler, Stace Jones, Felicia Patterson, & Iris Fanning: See motion above.

Consideration/Discussion: Ordinance 23-06 to Amend Section 288-21 (C) of the Municipal Code of the Village of New Glarus: Motion by Peggy Kruse to approve Ordinance 23-06 to amend Section 288-21 (C) of the Municipal Code of the Village of New Glarus, second by Larry Stuessy. Motion carried (6-0).

PERSONNEL AND FINANCE: None.

PRESIDENT’S REPORT: President Truttman announced that former Village Administrator Drake Daily’s father passed away and that a plant was sent to the family on behalf of the Village.

President Truttman and Trustee Gof Thomson thanked PW Director Joe Cockroft and his crew for the upkeep of the Village planters and landscape.

ADJOURN: Being no further business, President Truttman adjourned the meeting at 7:46 p.m.

– Kelsey Jenson,
Clerk-Treasurer

For more details on agenda items, please visit newglarusvillage.com to view the meeting agenda packet. A recording of the meeting is also available on the Village of New Glarus YouTube Channel.

Report Criteria:

Report type: Summary

Check Issue Date = 08/02/2023

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount
08/23	08/02/2023	42239	6001	ACCURATE APPRAISAL LLC	11,993.00
08/23	08/02/2023	42240	1165	BAKER & TAYLOR BOOKS	424.92
08/23	08/02/2023	42241	1210	BEACON ATHLETICS	199.00
08/23	08/02/2023	42242	4395	BOLEY TREE & LANDSCAPE CARE	825.00
08/23	08/02/2023	42243	1275	BORDER STATES ELECTRIC SUP	375.50
08/23	08/02/2023	42244	6203	BREY, ALEX	11.39
08/23	08/02/2023	42245	4935	C.D. SMITH CONSTRUCTION INC.	198,189.95
08/23	08/02/2023	42246	4332	COMPUTER KNOW HOW LLC	8,870.00
08/23	08/02/2023	42247	4179	COPLIEN PAINTING INC	13,717.00
08/23	08/02/2023	42248	1590	DELTA DENTAL	1,644.87
08/23	08/02/2023	42249	5299	DEPARTMENT OF ADMINISTRATION	2,665.25
08/23	08/02/2023	42250	1630	DIGGERS HOTLINE INC	465.60
08/23	08/02/2023	42251	3979	EHLERS & ASSOCIATES INC.	7,750.00
08/23	08/02/2023	42252	6208	FUNSETH, AARON	10.00
08/23	08/02/2023	42253	1860	GERBER LEISURE PRODUCTS	54.00
08/23	08/02/2023	42254	1900	GORDON FLESCH CO INC	118.30
08/23	08/02/2023	42255	5596	GREEN COUNTY TREASURER	10.00
08/23	08/02/2023	42256	5287	GREEN CTY CLERK	1,500.00
08/23	08/02/2023	42257	1930	GREEN CTY WASTE MGMT	3,792.71
08/23	08/02/2023	42258	5519	HELLER, BETH	144.88
08/23	08/02/2023	42259	5827	INFOSEND INC	550.15
08/23	08/02/2023	42260	6254	JEGLUM, BRIAN	5,000.00
08/23	08/02/2023	42261	5166	KIMBALL MIDWEST	154.65
08/23	08/02/2023	42262	2320	L.V. LABS WW LLC	2,302.50
08/23	08/02/2023	42263	2415	MARKS CHEMICAL LLC	882.00
08/23	08/02/2023	42264	5778	MIDWEST PATCH	1,034.50
08/23	08/02/2023	42265	2500	MIDWEST POOL SUPPLY	56.99
08/23	08/02/2023	42266	2515	MIDWEST TAPE LLC	517.55
08/23	08/02/2023	42267	6021	MP SYSTEMS	134,889.70
08/23	08/02/2023	42268	4512	MT HOREB UTILITIES	686.00
08/23	08/02/2023	42269	4316	MURPHY DESMOND S.C.	2,859.97
08/23	08/02/2023	42270	4073	NEW GLARUS CONCRETE	917.00
08/23	08/02/2023	42271	3120	SCHOOL DIST OF NEW GLARUS	3,501.71
08/23	08/02/2023	42272	4726	SHOE BOX	375.30
08/23	08/02/2023	42273	3210	SPEE-DEE DELIVERY SERVICE INC	207.85
08/23	08/02/2023	42274	6242	SSM HEALTH MEDICAL GROUP	472.00
08/23	08/02/2023	42275	3255	STREICHER'S	1,666.00
08/23	08/02/2023	42276	4065	STURDEVANT, JEFF	11.39
08/23	08/02/2023	42277	6127	SYMDON AUTO	283.05
08/23	08/02/2023	42278	5876	SYNERGY SALES LLC	1,498.20
08/23	08/02/2023	42279	6227	TALLMAN EQUIPMENT COMPANY INC	145.12
08/23	08/02/2023	42280	3335	TDS TELECOM	82.93
08/23	08/02/2023	42281	3385	THE MONROE TIMES	103.00
08/23	08/02/2023	42282	6255	TREETOP PRODUCTS INC.	2,753.23
08/23	08/02/2023	42283	5927	UNIFORM DEN EAST INC	352.85
08/23	08/02/2023	42284	3700	WI DEPT OF REVENUE	10.00
08/23	08/02/2023	42285	6253	ZERO9 HOLSTERS	329.45

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount
Grand Totals:					<u>414,404.46</u>

Report Criteria:

Report type: Summary

Check.Check Issue Date = 08/02/2023

Report Criteria:

Check.Check Issue Date = 08/02/2023

<u>GL Invoice Acct</u>	<u>Amt</u>
Total 01:	3,501.71
Total 10:	33,530.97
Total 12:	4,250.00
Total 22:	5.23
Total 25:	1,189.33
Total 30:	11,689.00
Total 40:	205,397.00
Total 45:	556.27
Total 50:	141,889.37
Total 60:	3,602.87
Total 70:	3,792.71
Total 80:	5,000.00
Grand Totals:	<u>414,404.46</u>

VILLAGE OF NEW GLARUS-CLAIMS PRESENTED -

8/1/2023

CHECK #	PAYEE	DIST.	AMOUNT
ACH	941 Tax	PP# 15	13,926.77
ACH	WI Withholding	PP# 15	2,251.12
ACH	Great-West Retirement	deferred comp-pre tax	701.00
ACH	Great-West Retirement	deferred comp-post tax	150.00
ACH	WRS July Remittance	Retirement	15,147.59
WIRE	WPPI	power	174,706.50
ACH	Employee Trust Funds	flex/COBRA/dependant care	584.60
	Sub-total		207,467.58

Payroll - paid 7/28/23

17439	Kelsey Jenson	Clerk	1,711.19
17440	Deanna Young	Deputy Clerk	1,354.95
17441	Lauren Freeman	Administrator	2,176.18
17442	Mark Binger	PD	885.62
17443	Chanse Kaczmarek	PD	819.18
17443	Alex Brey	PD	2,385.64
17444	Hunter Krohn	PD	1,747.15
17446	Brian Bennett	PD	1,819.53
17447	Jeff Sturdevant	PD	2,666.60
17448	Molly Hultine	PD	255.79
17449	Ann Lahey	PD	561.41
17450	Joe Cockroft	PW	2,539.50
17451	Charles Loeffelholz	PW	1,480.09
17452	James (Sammy) Nelson	PW	1,013.04
17453	Kenneth Wolfe	PW	1,045.96
17454	Aaron Funseth	Water Treatment Plant	2,189.16
17455	Owen Palmer	PW	916.43
17456	Jason Borth	Utility	1,889.24
17457	William Kosmeder	Utility	2,354.93
17458	Kevin Funseth	Utility	2,377.17
17459	Beth Heller	Utility	1,202.82
17460	Erica Loeffelholz	Library	1,044.38
17461	Peggy Hammerly	Library	97.96
17462	Brooke Mathews	Library	946.05
17463	Alayna Lewis	Library	89.80
17464	Amy Trumble	Library	1,277.57
17465	Julie Hawkins	Library	490.16
17466	Amalia Morrison	Library	106.12
17467	Grady Johnson	Pool	368.81
17468	Megan Buol	Pool	1,212.05
17469	Mary Statz	Chalet	199.84
17470	Kari Morrison	Pool	322.07
17471	Karley Michels	Pool	135.06
17472	Eli Zimmerman	Pool	673.33
17473	Stephanie Zweifel	Pool	92.63
17474	Lindsey Schadewalt	Pool	297.31
17475	Sydney O' Flanagan	Pool	353.83
17476	Riley O' Flanagan	Pool	77.93

17477	Emery Johnson	Pool	632.21
17478	Keatan Zimmerman	Pool	182.85
17479	Ellie Eichelkraut	Pool	474.26
17480	Camryn Arnett	Pool	491.51
17481	Nathan Heil	Pool	205.71
17482	Delaney Lynch	Pool	556.41
17483	Breckyn Thompson	Pool	515.90
17484	Clem Meter Brooks	Pool	515.90
17485	Simon Zimmerman	Pool	608.50
17486	Dunnell Kendrick	Pool	66.50
17487	Delaney Hoeper	Pool	776.69
17488	Carter Nemergut	Pool	446.29
	Payroll Subtotal		46,649.21

DEVELOPMENT AGREEMENT

This **Development Agreement** (“Agreement”) is made this 17th day of July, 2023 by and between Village of New Glarus, a Wisconsin municipal corporation, (the “Village”), and the New Glarus School District, (the “District”) (collectively, the “Parties”).

RECITALS

WHEREAS, the District has acquired property on the west side of New Glarus, being generally located west of 8th Street, south of 10th Avenue and adjacent to Windlach Street (“Property”); and

WHEREAS, the District is exploring the development of the Property; and

WHEREAS, the Village believes that the development of the Property would be in the public interest and beneficial to the Village as a whole; and

WHEREAS, the development of the Property would be greatly enhanced if there was an additional access to the Property from Windlach St.; and

WHEREAS, the owners of property located at 719 Windlach St. in the Village of New Glarus (“Windlach Owners”) have indicated a willingness to convey to the Village a portion of their property to allow the construction of a right-of-way access to the Property (“Access Property” Exhibit A) in exchange for consideration which includes the conveyance of a portion of the District’s Property (“Consideration Property”, Exhibit B) to the Windlach Owners in addition to other suitable consideration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the foregoing Recitals, which are fully incorporated herein, the Parties hereto intending to be legally bound, hereby agree as follows:

AGREEMENT

Section 1. Effective Date; Term. The term of this Agreement shall commence as of the above date (the “Effective Date”) and end upon the latest occurrence of the conveyance of the Consideration Property to the Windlach Owners and the purchase of the Access Property by the Village, unless terminated as provided herein.

Section 2. Consideration Property. In order to facilitate the Village’s efforts to obtain the Access Property, the District agrees to transfer title to the Consideration Property to the Village subject only to the terms of this Agreement.

Section 3. Acquisition of Access Property. Upon receipt of title to the Consideration Property, the Village will undertake reasonable efforts to obtain through negotiation, the Access Property from the Windlach Owners. The Parties understand and agree that in no circumstance shall it be required, or deemed reasonable, that the Village undertake to obtain the Access Property by way of condemnation. The District understands and agrees that the Village may, but is not

required to, transfer the Consideration Property to the Windlach Owners in order to secure the acquisition of the Access Property.

Section 4. Use of Access Property. The Village agrees that if it is successful in obtaining title to the Access Property, that the Village will continue to work cooperatively with the District or any successor or assignee owner of the Property to establish a reasonable and adequate public road access to the Property via the Access Property.

Section 5. Termination. If the Village determines that it cannot reasonably obtain the Access Property, as determined at the sole discretion of the Village, either due to an unwillingness of the Windlach Owners to transfer the Access Property, or for any other reason, or if the Village is unable to obtain title to the Access Property within six (6) months of the transfer of the Consideration Property to the Village, except as provided in Section 6 below, all obligations under this Agreement shall be ended.

Section 6. Reversion Upon Termination. In the event of termination as provided in Section 5, supra, the Village shall re-transfer the Consideration Property to the District upon request. The Parties agree to work cooperatively to achieve that re-transfer, including but not limited to, taking all steps necessary to obtain all necessary approvals.

Section 7. Notices. Any notice, payment, demand or other communication required or permitted under this Agreement shall be deemed to have been delivered and given for all purposes if delivered personally or if sent by registered or certified mail, return receipt requested, postage and charges prepaid or sent by overnight commercial courier, addressed as follows:

Village Administrator
Village of New Glarus
319 2nd Street
PO Box 399
New Glarus, WI 53574
(608) 527-2510

Jennifer Thayer, Superintendent
New Glarus School District
1701 2nd St.
New Glarus, WI 53574

Section 8. Closing. The closing to transfer the Consideration Property shall take place not later than thirty (30) days from the Effective date of this Agreement. The District shall, at its cost, prepare and provide necessary deeds and title work necessary to effectuate transfer of the Consideration Property contemplated by this Agreement, and shall pay all state and county transfer fees which may be due. The District shall also be responsible for all title insurance fees including endorsements requested by the District and all recording fees.

Section 9. Entire Agreement. This Agreement reflects the entire understanding of the Parties with respect to the subject matter contained herein. This Agreement shall not be changed or otherwise amended except by a written instrument executed by the Parties. This Agreement

may be supplemented by such further development agreements as may be necessary and appropriate for the development of the Property. No other rights or guarantees are contemplated by this Agreement.

Section 10. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Wisconsin and all applicable laws of the United States of America.

Section 11. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.

Section 12. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Roger Truttman, Village Board President

Date

Kelsey Jenson, Village Clerk-Treasurer

Date

Bill Oemichen, District Board Pres.

Date

EXHIBIT A

Being a part of Outlot 57A of the 1962 Revision of Part of New Glarus Assessor's Plat, located in part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 4 North, Range 7 East, Village of New Glarus, Green County, Wisconsin, the following Parcel "A" described as follows:

Commencing at the East 1/4 corner of Section 22, Township 4 North, Range 7 East;
Thence N 00°14'38" E along the East line of the Northeast 1/4 of said Section 22, 243.08 feet;
Thence N 89°19'46" W, 32.89 feet to a point on the West line of Lot 1 of Certified Survey Map No. 4714, said point also being on the North line of Lot 1 of Certified Survey Map No. 102 and being the Point of Beginning (POB) of the parcel to be described;
Thence continuing N 89°19'46" W along said North line, 40.00 feet;
Thence N 00°19'47" E, 190.72 feet;
Thence S 50°33'20" E, 51.55 feet to a point on the West line of Lot 1 of Certified Survey Map No. 4714;
Thence S 00°19'47" W along said West line, 158.44 feet to the Point of Beginning.
Containing: 6,983 Square Feet (0.160 Acres).

EXHIBIT B

Being a part of Lot 1 of Certified Survey Map No. 4714 as recorded in Volume 20 of Certified Survey Maps, Page 209-212, as Document No. 549122, located in part of the Southeast 1/4 of the Northeast 1/4 of Section 22 and a part of the Southwest 1/4 of the Northwest 1/4 of Section 23, all in Township 4 North, Range 7 East, Village of New Glarus, Green County, Wisconsin, the following parcel described as follows:

Commencing at the East 1/4 corner of Section 22, Township 4 North, Range 7 East;
Thence N 00°14'38" E along the East line of the Northeast 1/4 of Section 22, 243.08 feet;
Thence N 89°19'46" W, 32.89 feet to a point on the West line of Lot 1 of Certified Survey Map No. 4714, said point also being on the North line of Lot 1 of Certified Survey Map No. 102
Thence N 00°19'47" E along said West line, 158.44 feet to the Point of Beginning (POB) of the parcel to be described;
Thence continuing N 00°19'47" E along said West line, 87.06 feet to the Northwest corner of said Lot 1, said point also being on the southwesterly right-of-way line of Windlach Street;
Thence southeasterly 162.53 feet along said southwesterly right-of-way line of Windlach Street, concave northeasterly, having a radius of 183.00 feet and whose long chord bears S 25°06'47" E, 157.21 feet;
Thence N 50°33'20" W, 87.06 feet to the Point of Beginning.
Containing: 1,061 Square Feet (0.024 Acres).