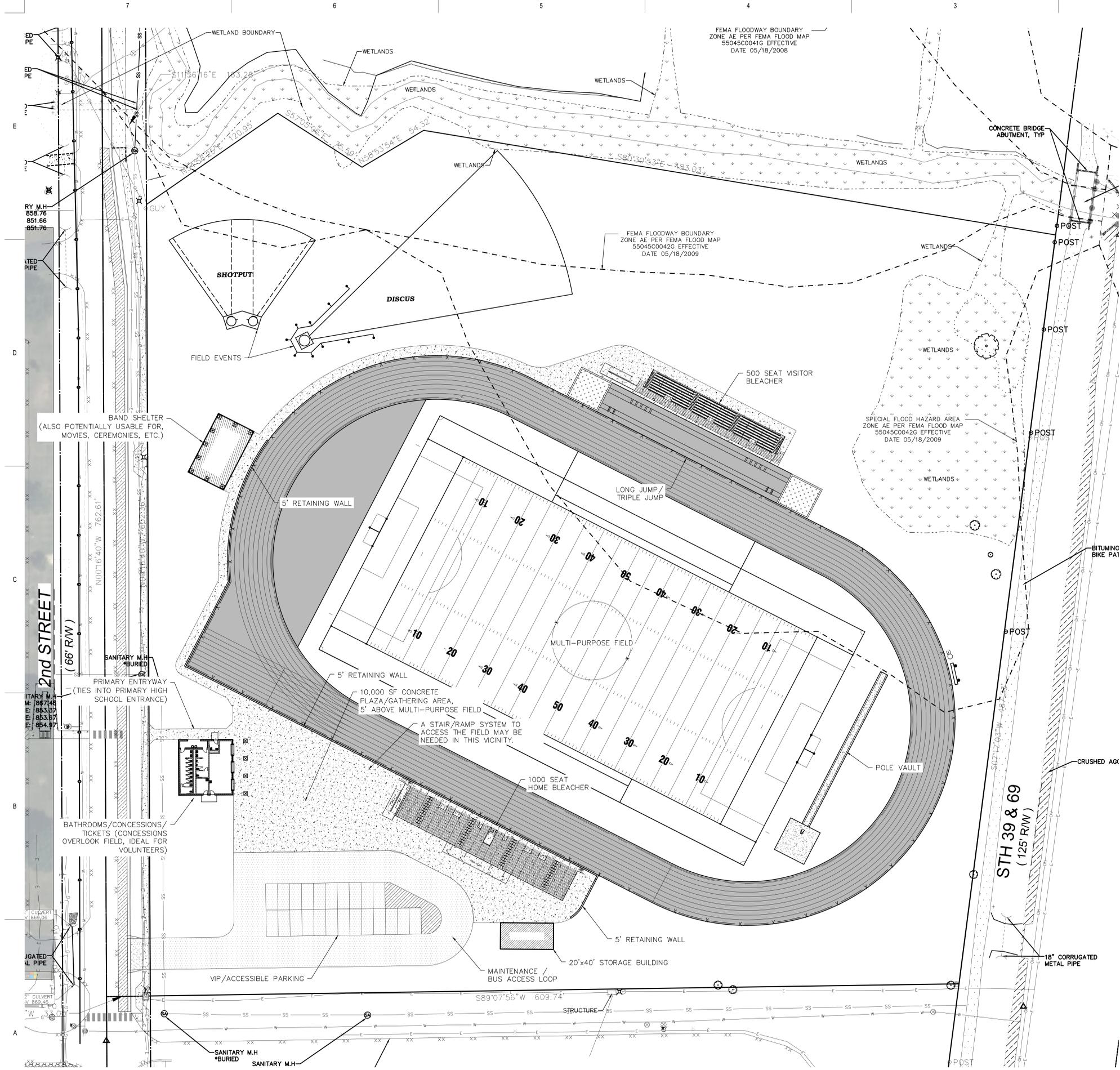


**AGENDA**

**SCHOOL DISTRICT OF NEW GLARUS  
FACILITIES, TRANSPORTATION AND TECHNOLOGY COMMITTEE MEETING  
MONDAY, JULY 17, 2023  
HIGH SCHOOL LIBRARY/MEDIA CENTER, ROOM 183 JOIN ZOOM MEETING USING  
LINK  
HTTPS://US02WEB.ZOOM.US/J/84272511277?PWD=AENHS1DXUJRAAJUVTZBIK  
3NNUXCVUT09 BY PHONE USING 1-646-568-7788 MEETING ID 842 7251 1277 &  
PASSWORD 995458  
1701 2ND STREET  
NEW GLARUS, WISCONSIN 53574  
6:30 PM**

- I. **Call to Order - Bill Oemichen, Chair**
- II. **Track/Soccer/Football Field Layout** **2**



- GENERAL NOTES:**
- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
  - GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
  - EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED PER STATE AND REQUIREMENTS.
  - SEE SHEET C4.0 FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
  - ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND/OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR.
  - VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF WORK.
  - BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO BID DATE.
  - BEFORE STARTING WORK, VERIFY WITH THE LOCAL AUTHORITIES THAT ALL REQUIRED PERMITS HAVE BEEN ACQUIRED.
  - COORDINATE CONSTRUCTION IN THE RIGHT OF WAY WITH THE LOCAL AUTHORITIES.
  - SIDWALK JOINTS SHALL BE INSTALLED AS INDICATED OR AS APPROVED BY THE CONSTRUCTION MANAGER.
  - ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED, FERTILIZED, AND CRIMP HAY MULCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

**PAVEMENT HATCH PATTERNS:**

INSTALL 3.5" ASPHALT PAVEMENT W/ 6" BASE W/ 12" BREAKER RUN		1 6.0
INSTALL 3.5" ASPHALT PAVEMENT W/ 6" BASE W/ POLYURETHANE TRACK SURFACING		2 6.0
INSTALL 4" CONCRETE SIDEWALK		3 6.0
INSTALL 7" HEAVY DUTY CONCRETE PAVEMENT		
INSTALL NEW ROADWAY ASPHALT PAVEMENT, MATCH EXISTING ROADWAY SECTION		



**Office Locations:**

**Davenport**  
220 Emerson Place, Suite 301  
Davenport, Iowa 52801

**Milwaukee**  
829 S. 1st Street  
Milwaukee, Wisconsin 53204  
T. 414.226.0200

**Sheboygan**  
1227A North 8th Street  
PO Box 955  
Sheboygan, Wisconsin 53082  
T. 920.459.4200

[www.brayarch.com](http://www.brayarch.com)

Civil Engineering  
Land Surveying  
Landscape Architecture

Sheboygan, WI 53081  
Davenport, IA 52804  
Sun Prairie, WI 53590

715.344.9999 (PH) 715.344.9922 (FX)  
pub@bc.com



Project Title:  
**NEW ACTIVITIES COMPLEX  
NEW GLARUS HIGH SCHOOL  
NEW GLARUS SCHOOL DISTRICT  
NEW GLARUS, WI**

REVISIONS:

Project Number:  
**3388**

Issued For:  
**OWNER  
REVIEW**

7/7/2023  
Sheet Title:

**PRELIMINARY  
MASTER  
PLAN**

Sheet Number:  
**C2.0**

NOT FOR CONSTRUCTION



7

6

5

4

3

2

1

7

6

5

4

3

2

1

2

III.	<b>Track/Soccer/Football Field Area Master Planning</b>	
IV.	<b>Property Agreement With the Village of New Glarus for Future Road Right-of-Way</b>	<b>4</b>

## 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 8<sup>th</sup> Street, south of 10<sup>th</sup> 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).

## V. **Adjourn**

PURSUANT TO APPLICABLE LAW, NOTICE IS HEREBY GIVEN THAT A QUORUM OR A MAJORITY OF THE NEW GLARUS SCHOOL DISTRICT BOARD MEMBERS MAY ATTEND THIS MEETING. INFORMATION PRESENTED AT THIS MEETING MAY HELP FORM THE RATIONALE BEHIND FUTURE ACTIONS THAT MAY BE TAKEN BY THE NEW GLARUS SCHOOL DISTRICT BOARD.

UPON REQUEST TO THE DISTRICT OFFICE, SUBMITTED TWENTY-FOUR (24) HOURS IN ADVANCE, THE DISTRICT SHALL MAKE REASONABLE ACCOMMODATIONS INCLUDING THE PROVISION OF INFORMATIONAL MATERIAL IN AN ALTERNATIVE FORMAT FOR A DISABLED PERSON TO BE ABLE TO ATTEND THIS MEETING.