

Polk County Board of Supervisors

Polk County Government Center
100 Polk County Plaza, Balsam Lake, WI
County Board Room

Tuesday, March 19, 2013

Regular Business Meeting, 6:00 PM

Open Session

1. Call to Order
2. Evidence of Proper Notice
3. Roll Call
4. Pledge of Allegiance
5. Time of Reflection – Supr. Schmidt
6. **Consent Agenda**
 - *Consideration of noticed agenda for March 19, 2013 meeting;
 - *Consideration/corrections to the published minutes of the January 13, 2013 meeting; **A. Approval of Resolution No. ____ -13, Resolution to Approve Zoning Ordinance Amendments for the Town of Garfield.**
7. Public Comments - 3 minutes per person- not to exceed 30 minutes total
8. Chairman's Report, Wm. Johnson
9. Time for Committee Q&A (if any)
10. Administrator's Report, Dana Frey
11. Confirmation of Chairman's Appointments:
 - Supr. Nelson and Supr. Kienholz to Polk County Library Planning Committee
12. Confirmation of Administrator's Appointments:
 - Dave Mueller, Lynne Schauls, Cricket LaFond, Cole Z, Peggy Farmer & Deanna Wheeler to Polk County Library Planning Committee
 - Dale Wood – 3/1/13 – 3/1/16 (3 yr. term) Land Conservation Committee
 - Wayne Tomfohrde – 3/1/13 – 3/1/18 (5 yr. term) Polk County Housing Authority
13. Confirmation of DNR Appointments of 2013 Emergency Fire Wardens for Polk
EMERGENCY FIRE WARDENS:
 - Keith & Michelle Schmidt for T. of Clam Falls (Clam Falls Tavern)
 - Patty & Ron Fredericks for T. of Clam Falls & T. West Sweden (Sun down Saloon)
 - Jeff Moats for T. of West Sweden, T. of Luck and T. of Clam Falls (Ray's Firestone)
 - Julie Haines for T. of St. Croix Falls & T. of Sterling (Wolf Creek Bar)
14. **Proposed Resolutions and Ordinances**
 - B. Resolution No. ____ -13, Resolution to Section 174.11 Dog Claim of CheyeAnn Michael**
 - C. Resolution No. ____ -13, Resolution to Disallow Claim of Paul Burritt**

- D. Resolution No. ____ -13, Resolution to Authorize Agreement with Village of Osceola for the Acquisition and Sale of Tax Delinquent Property Located at 130 Ridge Road in the Village of Osceola, Wisconsin In Accordance with Wisconsin Statutes 75.365(3)**
- E. Resolution No. ____ -13, Resolution to Approve the Amended 15-Year (2006-2020) Polk County Forest Comprehensive Land Use Plan**
- F. Resolution No. ____ -13, Resolution Concerning Wisconsin Department Of Natural Resources Outdoor Recreation Aids for the County of Polk**
- G. Resolution No. ____ -13, Resolution to Accept Donation of Land from Janet Ahlgren**
- H. Resolution No. ____ -13, Resolution to Authorize Hazardous Waste Collection Agreement with Northwest Wisconsin Regional Planning Commission in Accordance with Wisconsin Statutes 66.0301**
- I. Resolution No. ____ -13, Resolution to Approve a Memorandum of Agreement with the Wisconsin Department of Natural Resources, Division of Forestry to Participate in the Knowles-Nelson Stewardship Land Acquisition Grant Program**
- J. Resolution No. ____ -13, Resolution to Authorize Participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact Agreement**
- K. Resolution No. ____ -13, Resolution Concerning Newspaper Publication of Legal Notices**

15. Supervisor's Reports

16. Adjourn

This meeting is open to the public according to Wisconsin State Statute 19.83. Persons with disabilities wishing to attend and/or participate are asked to notify the County Clerk's office (715-485-9226) at least 24 hours in advance of the scheduled meeting time so all reasonable accommodations can be made.

A

Resolution to Approve Zoning Ordinance Amendments for the Town of Garfield

TO THE HONORABLE BOARD OF SUPERVISORS OF THE COUNTY OF POLK WISCONSIN:

WHEREAS, the Town of Garfield administers their own Zoning Ordinance; and

WHEREAS, paragraph 3 of Wisconsin Statute Chapter 60.62 relating to town zoning authority, if exercising village powers, reads: "In counties having a county zoning ordinance, no zoning ordinance or amendment of a zoning ordinance may be adopted under this section unless approved by the county board;" and

WHEREAS the Town of Garfield adopted Zoning Ordinance No 3-2010 on February 1, 2011 and was amended on December 20, 2011; and

WHEREAS, the Town Board of the Town of Garfield deems it advisable and necessary to amend Article 4, Section F and Article 5, Section B and E of the Zoning Ordinance; and

WHEREAS, public hearings were held at the October 11 and December 13, 2012 Plan Commission meetings on the proposed amendments and was approved by the town of Garfield on January 8, 2013 ; and

WHEREAS, the Polk County Board of Supervisors must also approve of the Ordinance Amendments.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Board of Supervisors hereby approves the attached Zoning Ordinance Amendments for the Town of Garfield.

Funding Amount & Source: Not applicable
Finance Committee Recommendation: Not applicable
Effective Date: Upon Passage & Publication

Submitted & sponsored by the Land Information Committee:

Craig M. ...

James S. Edgell

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved As to Form
- Recommended
- Not Recommended
- Reviewed Only

Jeffrey B. Fuge, Corporation Counsel

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution ____-13: Resolution to Approve Zoning Ordinance Amendments for the Town of Garfield, by a simple majority vote of __ in favor and __ against.

Dated this 19th day of March, 2013 at Polk County Wisconsin.

William Johnson, IV, County Board Chairperson

Attest: _____
Carole Wondra, Polk County Clerk

A1

Resolution No. 02-2013

RESOLUTION ADOPTING ZONING ORDINANCE AMENDMENTS

**TOWN OF GARFIELD,
Polk County, WI**

The Town Board of the Town of Garfield, Polk County, Wisconsin, does resolve the following:

WHEREAS the Town Board of the Town of Garfield has village powers under Section 60.10(2)(c), Wis. Stats., that grants police powers as set forth in Section 61.34(1), Wis. Stats., to act for the good order of the Town, for its commercial benefit and for the health, safety, and welfare of the public; and

WHEREAS the Town of Garfield adopted the Town Zoning Ordinance on February 1, 2011; and

WHEREAS the Town Board of the Town of Garfield deems it advisable and necessary to amend Article 4, Section F and Article 5, Sections B and E of the Zoning Ordinance; and

WHEREAS a public hearings were held at the October 11, 2012 and December 13, 2012 Plan Commission meetings on the proposed amendments; and

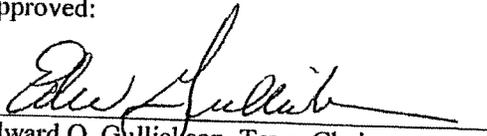
NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Garfield does approve Resolution 02-2013 amending Article 4, Section F and Article 5, Sections B and E of the Zoning Ordinance; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Garfield hereby petitions the Polk County Board of Supervisors to concur and ratify the amendments; and

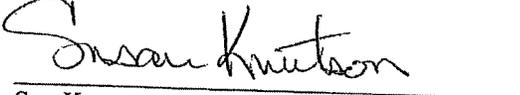
BET IT FURTHER RESOLVED that these ordinance amendments become effective upon passage and publication of this enabling resolution.

ADOPTED this 8th day of January, 2013.

Approved:


Edward O. Gullickson, Town Chairman

Attest:


Sue Knutson, Town Clerk

B

Resolution No: ____-13

Resolution to Section 174.11 Dog Claim of CheyeAnn Michael

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, CheyeAnn Michael has filed an Owner's Claim for Damages by Dogs to Animals and Affidavit of Owner , claiming damage to fifty (50) chickens at a total replacement cost of \$74.00; and

WHEREAS, the Town of Johnstown investigated said claim and found that that the claimed damages were caused by dogs and that the fair market value of said chickens were as claimed.

WHEREAS, pursuant to Section 174.11(1), the Agriculture and Extension Education Committee, after reviewing said claim and considering the Affidavit of Owner and the Affidavit of the Investigative Committee, recommends that the Polk County Board of Supervisors disallow the claim of CheyeAnn Michael.

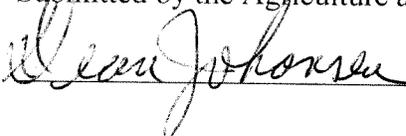
NOW, THEREFORE, BE IT RESOLVED, that, pursuant to Wisconsin Statute Section 174.11(2)(b), the Polk County Board of Supervisors disallows the dog claim of CheyeAnn Michael.

BE IT FURTHER RESOLVED, that this resolution shall constitute a Notice of Disallowance, and that a certified copy of the same shall be served by certified mail, return receipt requested, upon Claimant, CheyeAnn Michael.

BE IT FURTHER RESOLVED, that pursuant to Wis. Stat. § 893.80(1g), no action or claim may be brought against Polk County or its officers, boards, committees, agents or employees after six months from the date of service of said notice.

Funding Amount:	Not Applicable	Funding Source:	Dog Fund
Date Finance Committee Advised:		Not Applicable	
Finance Committee Recommendation:		Not Applicable	
Effective Date:		Upon Passage	
Date Submitted to County Board:		March 19, 2013	

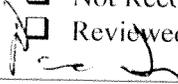
Submitted by the Agriculture and Extension Education Committee:



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Review By County Administrator:

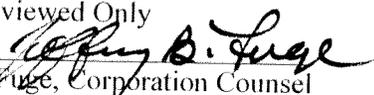
- Recommended
- Not Recommended
- Reviewed Only


 Dana Frey, County Administrator

Review By Corporation Counsel:

Approved as to Form

- Recommended
- Not Recommended
- Reviewed Only


 Jeffrey B. Fuge, Corporation Counsel

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution ____-13: Resolution to Section 174.11 Dog Claim of CheyeAnn Michael, by a simple majority vote of _____ in favor and _____ against.

 William Johnson, IV, County Board Chairperson

Attest: _____
 Carole Wondra, Polk County Clerk

C

Resolution No: ____-13

Resolution to Disallow Claim of Paul Burrirt

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, Claimant, Paul Burrirt, by and through his attorney, Peter J. Nickitas, did cause to be served upon the Polk County Clerk a Supplemental Notice of Claim, dated January 16, 2013; and

WHEREAS, said Supplemental Notice of Claim incorporates a Notice of Claim of Paul Burrirt served upon the County Clerk on April 4, 2012; and

WHEREAS, said Supplemental Notice of Claim incorporates by reference a federal lawsuit brought by Claimant against Polk County; and

WHEREAS, in said Supplemental Notice of Claim, said Claimant makes a demand against Polk County for the sum of \$50,000 exclusive from and without limitation to claims contained in the federal law suit; and

WHEREAS, the County's insurance company and assigned insurance defense counsel have recommended that the Polk County Board of Supervisors disallow the claims of Paul Burrirt contained and incorporated in the Supplemental Notice of Claim.

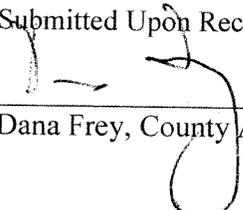
NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors disallows the claim of Paul Burrirt, as made through his attorney Peter J. Nickitas and contained in the Supplemental Notice of Claim, dated January 16, 2013.

BE IT FURTHER RESOLVED, that this resolution shall constitute a Notice of Disallowance, and that a certified copy of the same shall be served by certified mail, return receipt requested, upon Claimant, Paul Burrirt, his attorney, Peter J. Nickitas.

BE IT FURTHER RESOLVED, that pursuant to Wis. Stat. § 893.80(1g), no action or claim may be brought against Polk County or its officers, boards, committees, agents or employees after six months from the date of service of said notice.

Funding Source/ Amount:	Not Applicable
Date Finance Committee Advised:	Not Applicable
Finance Committee Recommendation:	Not Applicable
Effective date:	Upon Passage
Date Submitted to the Polk County Board:	March 19, 2013

Submitted Upon Recommendation of the County Administrator:



Dana Frey, County Administrator

C1

Review By Corporation Counsel:

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only

Jeffrey B. Fuge
Jeffrey B. Fuge, Corporation Counsel

County Board Action:

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above resolution, Resolution ____-13; Resolution to Disallow Claim of Paul Burritt, by a vote of _____ in favor and _____, against.

William Johnson, IV, County Board Chairperson

Attest: _____
Carole Wondra, Polk County Clerk

D

Resolution to Authorize Agreement with Village of Osceola for the Acquisition and Sale of Tax Delinquent Property Located at 130 Ridge Road in the Village of Osceola, Wisconsin In Accordance with Wisconsin Statutes Section 75.365(3)

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, Sec. 75.365 of the Wisconsin Statutes provides that counties may enter into agreements with any local municipality for the purposes, among other things, of limiting the liability of the county in taking tax title to lands and selling to a municipality by private sale tax delinquent properties taken by the county; and

WHEREAS, the property taxes on the property located at 130 Ridge Road in the Village of Osceola, Wisconsin, are delinquent and Polk County has initiated tax lien foreclosure proceedings against this parcel pursuant to Wisconsin Statute Section 75.521; and

WHEREAS the Village of Osceola has expressed interest in acquiring said property from Polk County whereby the County shall obtain title to the property by tax foreclosure proceedings and then convey the same to the Village of Osceola for \$88,682.37 which amount reflects the payments made by the County to the Village of Osceola in settlement of delinquent property taxes of record for the years 2000-2012, inclusive; and

WHEREAS, as further consideration for said property, the Village of Osceola agrees to cancel all outstanding charges for special assessments, to assume liability for any 2013 real estate taxes assessed against said parcel, and to indemnify, hold harmless, and defend Polk County from any and all liability including claims, legal expenses and costs of every kind related to the taking of tax title to the property and the sale of the property to the Village of Osceola.

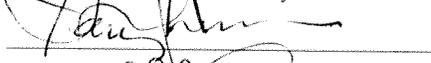
NOW, THEREFORE, BE IT RESOLVED that, pursuant to Wisconsin Statute Section 75.365(3), the Polk County Board of Supervisors approves and authorizes the Agreement Regarding the Acquisition and Sale of Tax Delinquent Property, attached hereto and incorporated herein, concerning the property located at 130 Ridge Road, Village of Osceola, Wisconsin, and having the legal description of:

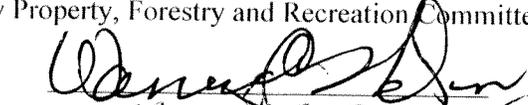
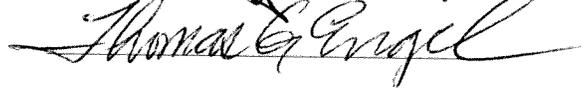
“Outlot 162, except that part, if any, located East of the right-of-way of State Trunk Highway No. 35, in the Outlot Plat of the Village of Osceola in Polk County, Wisconsin.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes and directs the County Board Chair and County Clerk to enter into said attached Agreement and execute as necessary any and all documents required to effectuate the transfer of said property consistent with this resolution and such Agreement.

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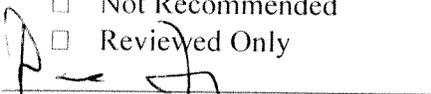
Funding Source/ Funding Amount:	Village of Osceola to Pay for all costs of transfer
Date Finance Committee Advised:	Not Applicable
Finance Committee Recommendation:	Not Applicable
Effective Date:	Upon Passage
Date Submitted to the Polk County Board:	March 19, 2013
Sponsored and submitted by the Polk County Property, Forestry and Recreation Committee:	

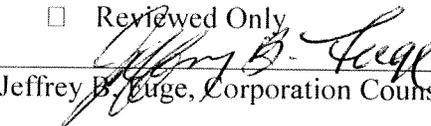
Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only


 Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only


 Jeffrey B. Furge, Corporation Counsel

County Board Action:

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above resolution, Resolution ____-13; Resolution to Authorize Agreement with Village of Osceola for the Acquisition and Sale of Tax Delinquent Property Located at 130 Ridge Road in the Village of Osceola, Wisconsin In Accordance with Wisconsin Statutes Section 75.365(3); by a vote of _____ in favor and _____, against.

 William Johnson, IV, County Board Chairperson

Attest: _____
 Carole Wondra, Polk County Clerk

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AGREEMENT

REGARDING THE PURCHASE OF THE PROPERTY LOCATED AT 130 RIDGE ROAD, OSCEOLA, WISCONSIN

THIS AGREEMENT is made between the County of Polk, a political subdivision of the State of Wisconsin with its principal place of business at 100 Polk County Plaza, Balsam Lake, Wisconsin (hereinafter "County") and the Village of Osceola, a municipal corporation with its principal place of business at 310 Chieftain Street, Osceola, Wisconsin (hereinafter "Village").

1. The following described property (hereinafter "Property"), is currently subject to foreclosure by the County for unpaid taxes plus applicable interest and penalties:

130 Ridge Road, Osceola, Wisconsin
(Polk County Tax Parcel No. 165-00582-0000)

2. The County has filed for judgment vesting title to the property in the County, pursuant to Sec. 75.521, Wis. Stats, in Polk County Case No. 13 CV 53.
3. The Village would like to acquire the property from the County pursuant to the applicable provisions of Section 75.365, Wis. Stats., and has requested the County to acquire title to the property for the purpose of selling it to the Village.

THEREFORE, the Village and County agree as follows:

1. The respective governing bodies of the County and the Village have authorized this Agreement and a certified copy of each respective authorizing resolution shall be appended to this Agreement and the quit-claim deed from County to Village.
2. Upon final disposition of the foreclosure process, the County will convey to Village by quit-claim the Property in exchange for the total sum of \$88,682.37, which amount reflects the payments made by the County to the Village in settlement of the Village's local share of delinquent property taxes owed for the years 2000-2012, inclusive.
3. The Village agrees to release the County from any liability for outstanding charges for special assessments which are made post filing of the 75.721 petition, to assume liability for any 2012 and 2013 real estate taxes assessed against said parcel, and indemnify, hold harmless, and defend the County from any and all liability including claims, awards, damages, demands, settlement costs, legal expenses and costs of every kind related to the sale of the property to the Village pursuant to this Agreement.
4. The County will assume all costs necessarily incurred to acquire title to the Property pursuant to Section 75.521.
5. The Village will assume all costs to convey and transfer the Property consistent with Section 75.365 and this Agreement, for example, recording and transfer fees (if any), title

D3

search, abstract, title commitment, survey, condition report, environmental studies, and other similar costs. The County and Village shall each pay their own professional and administrative costs.

- 6. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, and no Agreements or promises shall be recognized which are not embodied in this Agreement.

VILLAGE OF OSCEOLA

POLK COUNTY

By: _____

By: _____
William Johnson, IV, County Board Chair

Dated _____, 2013

Dated _____, 2013

Attest:

Attest:

By: _____

By: _____
Carol T. Wondra, County Clerk

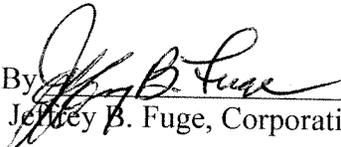
Dated _____, 2013

Dated _____, 2013

Approved as to Form:

Approved as to Form:

Name: _____
Title: _____

By: 
Jeffrey B. Fuge, Corporation Counsel

13

Resolution No: ____-13

Resolution to Approve the Amended 15-Year (2006-2020) Polk County Forest Comprehensive Land Use Plan

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, pursuant to Wisconsin Statute Section 28.11, Polk County has lands enrolled as County Forest; and

WHEREAS, on October 1, 2006, the Polk County Board of Supervisors adopted Resolution #49-06, resulting in the approval of the 15-Year (2006-2020) Polk County Comprehensive Land Use Plan ("Plan") in accordance with Wisconsin Statute Section 28.11(5)(a), and

WHEREAS, said Plan is a dynamic document that requires amendment from time to time as changing conditions require; and

WHEREAS, the Polk County Forester has presented the Polk County Property, Forestry and Recreation Committee with certain amendments to the Plan; and

WHEREAS, the Polk County Property, Forestry and Recreation Committee recommends that the Polk County Board of Supervisors approve amendments to said Plan consistent with proposed amendment language, contained in the Amended 15-Year (2006-2020) Polk County Forest Comprehensive Land Use Plan which is attached hereto and incorporated herein.

WHEREAS, in accordance with relevant statutory law, the amendments to the Plan must receive Wisconsin Department of Natural Resources approval after the Polk County Board of Supervisors approves of the same.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors approves the Amended 15-Year (2006-2020) Polk County Forest Comprehensive Land Use Plan, as attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the Polk County Forester to submit to the Wisconsin Department of Natural Resources for final approval as required by Section 28.11(5)(a) said amended plan.

Funding Amount: Not Applicable Funding Source: Not Applicable

Finance Committee Advised: Not Applicable

Date Submitted to County Board: March 19, 2013 Effective Date: Upon passage

E1

Submitted and Sponsored by the Polk County Property, Forestry and Recreation Committee:

Harry Johnson
Debra Johnson
Anna Engel

William F. Johnson, IV
Carole T. Wondra

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

Dana Frey
Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only

Jeffrey B. Page
Jeffrey B. Page, Corporation Counsel

County Board Action:

- On the 19th day of March 2013, the Polk County Board of Supervisors adopted Resolution No. ___-13: Resolution to Approve the Amended 15-Year (2006-2020) Polk County Forest Comprehensive Land Use Plan, by a majority vote of supervisors of ___ in favor and ___ against.

William F. Johnson, IV
Chairperson

ATTEST:

Carole T. Wondra
Carole T. Wondra, County Clerk

Dated this _____ day of _____, 2013.

Attachment: Amended 15-Year (2006-2020) Polk County Forest Comprehensive Land Use Plan

F

Resolution No. ____-13

Resolution Concerning Wisconsin Department of Natural Resources Outdoor Recreation Aids for the County of Polk

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, the County of Polk is interested in interested in acquiring or developing lands for public outdoor recreation purposes as described in the application for Wisconsin Department of Natural Resources Outdoor Recreation Aids; and

WHEREAS, financial aid is required to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, that the County of Polk has budgeted a sum sufficient to complete the project or acquisition.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the Director of Parks, Forestry, Buildings & Solid Waste or its designee to act on behalf of the County of Polk to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the County of Polk will comply with state or federal rules for the programs to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service, as appropriate, approval in writing before any change is made in the use of the project site.

Funding Source/ Funding Amount: _____
 Date Finance Committee Advised: _____
 Finance Committee Recommendation: _____
 Effective Date: Upon Passage
 Date Submitted to the Polk County Board: March 19, 2013

F1

Resolution ____-13; Resolution Concerning Wisconsin Department of Natural Resources Outdoor Recreation Aids for the County of Polk

Sponsored and submitted by the Polk County Property, Forestry and Recreation Committee:

Wesley K. ...
Thomas Engel

William F. Johnson, IV
Anthony ...

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

Dana Frey
Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only

Jeffrey B. Fuge
Jeffrey B. Fuge, Corporation Counsel

County Board Action:

At its regular business meeting on March 19, 2013, after due and proper notice have been provided, the Polk County Board of Supervisors adopted the above resolution, Resolution ____-13; Resolution Concerning Wisconsin Department of Natural Resources Outdoor Recreation Aids for the County of Polk, by a vote of _____ in favor and _____, against.

William F. Johnson, IV
William F. Johnson, IV, County Board Chairperson

Attest: Carole Wondra
Carole Wondra, Polk County Clerk

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RESOLUTION NO. ____-13

Resolution to Accept Donation of Land from Janet Ahlgren

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, Janet Ahlgren has made the request to donate to Polk County approximately 180 acres of land located in the Town of Balsam Lake to Polk County to be known as the Ahlgren Wildlife Preserve and Recreational Area; and

WHEREAS, the donation is conditioned upon the restriction that said lands be used for the public purposes of non-motorized recreation, forestry, and education; and

WHEREAS, in the event that Polk County is unable to fulfill said condition it is the intent of Janet Ahlgren that the title to the property revert back to her and that title be conveyed to the West Wisconsin Land Trust as provided by estate planning documents of Janet Ahlgren; and

WHEREAS, the Polk County Parks, Forestry and Recreation Committee has recommended that the County accept the donation of the above referenced 180 acres and that the County manage said lands for non-motorized recreational, forestry and educational purposes; and

WHEREAS, it is in the interest of the County to accept the donation of Janet Ahlgren and manage said lands for public uses of non-motorized recreation, forestry and education.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Wisconsin Statute Section 59.52(6)(a), the Polk County Board of Supervisors does, on behalf of Polk County, accept the donation of 180 acres of land in the Town of Balsam Lake from Janet Ahlgren.

BE IT FURTHER RESOLVED that, consistent with Article XI, Section 3a of the Wisconsin Constitution and Wisconsin Statute Section 66.1025, in the event that a condition or conditions of the donation becomes impossible or impracticable, the Polk County Board of Supervisors may by resolution upon two-thirds vote of its members elect to grant the land back to the donor, Janet Ahlgren or West Wisconsin Land Trust, as her designated heir, or, alternatively, accept from Janet Ahlgren or her heirs, a grant relieving Polk County from such condition or conditions, as appropriate.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs and authorizes that the appropriate county officials and officers to prepare and to execute any and all documents associated with the donation and conveyance of said lands from Janet Ahlgren to Polk County.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors designates said lands as the "Ahlgren Wildlife Preserve and Recreational Area", which shall be managed by the Polk County Parks Department for non-motorized recreational, forestry and educational purposes.

G-1

36 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs that the Polk
37 County Parks Department update the Polk County Outdoor Recreation Plan to include provision
38 for the non-motorized recreational, forestry and educational use of the Ahlgren Wildlife Preserve
39 and Recreation Area.

Funding Amount: Not Applicable

Funding Source: Not Applicable

Date Finance Committee Advised:

Finance Committee Recommendation:

Effective Date:

Upon Passage

Date Submitted to County Board:

March 19, 2013

Submitted by the Polk County Parks, Forestry and Recreation Committee

Janet Ahlgren
Janet Ahlgren
Janet Ahlgren

William Johnson
William Johnson

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

Dana Frey
Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved as to Form, 1/25/13
- Recommended
- Not Recommended
- Reviewed Only

Jeffrey B. Fuge
Jeffrey B. Fuge, Corporation Counsel

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution ____-13: Resolution to Accept Donation of Land from Janet Ahlgren, by a simple majority vote of _____ in favor and _____ against.

William Johnson, IV
William Johnson, IV, County Board Chairperson

Attest: _____
Carole Wondra, Polk County Clerk

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Resolution No. ____-13

Resolution to Authorize Hazardous Waste Collection Agreement with Northwest Wisconsin Regional Planning Commission In Accordance with Wisconsin Statutes Section 66.0301

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, Wisconsin Statutes Sec. 66.0301 provides that counties may enter into agreements with regional planning commissions for the purpose of providing for the administration of a municipal project or function on a cooperative basis; and

WHEREAS, Northwest Wisconsin Regional Planning Commission (NWRPC) currently operates a household hazardous waste collection and disposal program on behalf of constituent counties within its Regional Planning District in the State of Wisconsin; and

WHEREAS, the County, pursuant to Wisconsin laws, operates a similar collection program for household hazardous wastes within its boundaries; and

WHEREAS, NWRPC can provide household hazardous waste collection and disposal services to the County more economically than the County can on its own; and

WHEREAS, the Polk County Property, Forestry and Recreation Committee has recommended that the Polk County Board of Supervisors adopt a resolution authorizing an intergovernmental agreement between Polk County and NWRPC for the purposes of hazardous waste collection.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Wisconsin Statute Section 66.0301, the Polk County Board of Supervisors does, on behalf of Polk County, adopt and authorize the Hazardous Waste Collection Agreement, as attached hereto and incorporated herein, with Northwest Wisconsin Regional Planning Commission.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the Polk County Parks, Forestry, Buildings and Solid Waste Director to sign said Agreement and to administer such a contract on behalf of Polk County.

Funding Source/ Funding Amount:	_____
Date Finance Committee Advised:	_____
Finance Committee Recommendation:	_____
Effective Date:	Upon Passage
Date Submitted to the Polk County Board:	March 19, 2013

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Sponsored and submitted by the Polk County Property, Forestry and Recreation Committee:

Henry Johnson
Thomas Engel
William Johnson, IV

William Johnson, IV
Thomas Engel

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

Dana Frey
Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only

Jeffrey B. Fuge
Jeffrey B. Fuge, Corporation Counsel

County Board Action:

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above resolution, Resolution ____-13; Resolution to Authorize Hazardous Waste Collection Agreement with Northwest Wisconsin Regional Planning Commission in accordance with Wisconsin Statutes Section 66.030; by a vote of _____ in favor and _____, against.

William Johnson, IV
William Johnson, IV, County Board Chairperson

Attest: _____
Carole Wondra, Polk County Clerk

HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is between Northwest Wisconsin Regional Planning Commission (hereinafter "NWRPC"), a Wisconsin quasi-municipal corporation, and Polk County, State of Wisconsin (hereinafter "County"), a Wisconsin quasi-municipal corporation.

WHEREAS, pursuant to Wisconsin Statute Section 66.0309, NWRPC currently operates a household hazardous waste collection and disposal program on behalf of constituent counties within its Regional Planning District in the State of Wisconsin; and

WHEREAS, the County, pursuant to Wisconsin laws, operates a similar collection program for household hazardous wastes within its boundaries; and

WHEREAS, both NWRPC and the County operate under their own waste generator numbers in accordance with state and federal regulations; and

WHEREAS, NWRPC can provide household hazardous waste collection and disposal services to the County more economically than the County can on its own, NWRPC desires to provide those services, and the County desires to receive those services; and

WHEREAS, NWRPC has a contract with WRR Environmental Service Co, Inc. (hereinafter "WRR") and would in conjunction with WRR identify, collect, package, transport, and dispose of waste collected at sites designated by the County at times to be agreed upon by NWRPC and the County.

WHEREAS, NWRPC will provide the County with proof of all requested insurance specifications and submit a certificate of insurance listing the County as an "additional" insured.

THEREFORE, pursuant to Wisconsin Statute Section 66.0301, NWRPC and County enter into this Hazardous Waste Collection Agreement consisting of certain terms and conditions, as follows:

TERMS OF THE AGREEMENT:

1. **Term of Agreement.** The term of this Agreement shall be from January 1, 2013 through December 31, 2013.
2. **Maintenance of Separate Generator Numbers to Be Required.** Each of the parties shall maintain separate generator numbers pursuant to state and federal laws and standards. The failure or refusal of a party to do so shall constitute immediate cause for termination of this Agreement by the other party. All household hazardous waste collected in the County pursuant to this Agreement shall be deemed waste generated by the County.
3. **NWRPC RESPONSIBILITIES.** NWRPC will provide all necessary, qualified staff (its own or through WRR) to perform all functions related to identifying, collecting,

packaging, transporting and disposing of all household hazardous waste from the County. NWRPC shall provide all tools, equipment, vehicles, and supplies necessary to perform these functions. NWRPC shall be responsible for transporting waste collected in the County to licensed disposal or recycling sites.

4. **County Responsibilities.** The County shall provide appropriate sites for collection of household hazardous waste. The County shall provide personnel to generally manage the sites, i.e, direct traffic and manage persons bringing household hazardous waste to the site. The County shall certify the types and quantities of waste collected at its sites before the wastes are transported from the sites.
5. **Rejection of Unacceptable Waste.** NWRPC has the right to reject unacceptable waste at the County's collection sites. Unacceptable waste is: radioactive materials; compressed gas cylinders; shock or heat sensitive materials; explosives (including shotgun shells, fireworks, gunpowder, etc.); infectious or biological wastes and sharps.
6. **Cost of Services.** In exchange for the services provided by NWRPC, the County shall pay NWRPC an amount determined by the following price schedule for waste collected in the County. SEE ATTACHMENT A
7. **Number of Events.** This Agreement shall be valid for up to two (2) household and agricultural hazardous waste collection event(s) held by the County on or about: September 27 and 28.
8. **Indemnification Agreement.**
 - a. The County shall defend, hold harmless, and indemnify NWRPC from any and all equitable and legal claims, causes of action, lawsuits, sanctions, penalties, forfeitures, costs, and other expenses, including but not limited to reasonable attorney's fees and other costs of defense, which may arise or which may be placed into suit at any time hereinafter, for which NWRPC may become responsible as a result of any action or inaction of the County, its officers, employees, or agents arising under this Agreement.
 - b. NWRPC shall defend, hold harmless, and indemnify the County for any and all equitable and legal claims, causes of action, lawsuits, sanctions, penalties, forfeitures, costs, and other expenses, including but not limited to reasonable attorney's fees and other costs of defense, which may arise or which may be placed into suit at any time hereinafter, for which the County may become responsible as a result of the action or inaction of NWRPC, its officers, employees, or agents arising under this Agreement.
 - c. This indemnification section can be enforced by any individual county which is a member of the regional planning district of NWRPC.
 - d. For purposes of this section, neither NWRPC nor any of the counties participating in its regional planning commission shall be deemed an agent of the County, nor shall the County be deemed an agent of NWRPC or any of those counties.
 - e. This indemnification section shall remain effective beyond the term of this Agreement.

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- 9. **Wisconsin Laws Applicable.** This Agreement shall be interpreted and construed according to the law of the State of Wisconsin.
- 10. **Agreement Nonassignable.** This Agreement shall not be assignable by either of the parties.
- 11. **Notices.** Notices under this Agreement shall be given to the following representatives of the parties.

Upon Northwest Regional Planning Commission to:

Sheldon Johnson, Deputy Director/Environmental Services Director

Upon Polk County to:

Deb Peterson, Director, Polk County Parks, Forestry, Buildings and Solid Waste,
100 Polk County Plaza, Suite 10, Balsam Lake, WI 54810; Tel: 715-485-9294;
Fax: 715-485-9110; E-mail: debbiep@co.polk.wi.us

Dated this _____ day of _____, 20_____

NORTHWEST REGIONAL PLANNING COMMISSION

By: _____

Myron Schuster, Executive Director

POLK COUNTY

By: _____
Deb Peterson, Director, Polk County Parks, Forestry, Buildings
and Solid Waste

Contract Reviewed and Approved as to Form:

Jeffrey B. Fuge
Jeffrey B. Fuge, Corporation Counsel

Dated: 3/14/2013

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POLK COUNTY

ATTACHEMENT A - 2013 Northwest Cleansweep Pricing Schedule

Waste Type	Rate	Qty
Paint	\$ 0.50	LB
Bulk Paint	\$ 120.00	Drum
Solvents	\$ 0.50	LB
Bulk Solvents	\$ 120.00	Drum
Other -Reg Liquids	\$ 0.45	LB
Flammable Gas (Aerosols + 1 lb cylinders)	\$ 1.80	LB
Flammable Propane Cylinders (Gas Grille type)	\$50	Each
Corrosives	\$ 2.50	LB
Bulk Corrosives (Acids/Bases)	\$ 345.00	Drum
Mercury	\$ 3.50	LB
Pesticides	\$ 2.50	LB
Oxidizers	\$ 2.50	LB
PCB (Liquid)	\$ 4.00	LB
PCB Ballasts	\$ 1.50	LB
PCB Capacitors	\$ 4.00	LB
Reactive Lab Packs	\$ 4.00	LB
All other Lab Packs	\$ 2.65	LB
Bulk Pesticides Liquid (Regulated)	\$ 360.00	Drum
Bulk Pesticide Liquid (Non- Regulated)	\$ 380.00	Drum
Bulk Pesticides Solid	\$ 460.00	Drum
Pesticide Sludge	\$ 2.50	LB
Bulk Pesticide Sludge (Liquid)	\$ 380.00	Drum
Bulk Pesticide Sludge (Solid)	\$ 460.00	Drum
Bulk Dioxins	\$ 8,000.00	Drum
5 gallon fiber pail	\$ 15.00	
5 gallon white pail (Poly)	\$ 13.00	
13 gallon drum poly (new)	\$ 40.00	
13 gallon drum poly (used)	\$ 20.00	
30 gallon drum steel	\$ 45.00	
30 gallon drum Poly (new)	\$ 50.00	
30 gallon drum Poly (used)	\$ 25.00	
55 gallon drum steel	\$ 30.00	
55 gallon drum poly (new)	\$ 70.00	
55 gallon drum poly (used)	\$ 30.00	
Cubic yard box (new)	\$ 60.00	
Cubic yard box (used)	\$ 25.00	
Vermiculite	\$ 13.00	Each
Oil Dry	\$ 10.00	Each
Manifest Reports	\$ 2.00	Each
Staff Labor	\$ 52.00	HR
Mileage		
Car (NWRPC fleet)	\$ 0.55	Mile
Car (Other fleet)	\$ 1.05	Mile
Truck	\$ 1.55	Mile
Semi	\$ 2.60	Mile
Lodging (if necessary)	\$ 80.00	Each
4' and under Fluorescent Lamps (includes circulars and U-tubes)	\$ 0.50	Each
5' and over Fluorescent Lamps	\$ 0.75	Each
4' and under Shatter Shield Fluorescent Tubes	\$ 1.75	Each

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5' and over Shatter Shield Fluorescent Tubes	\$ 2.25	Each
Tanning Bed Lamps	\$ 2.00	Each
Heavy-weight Incandescent Bulbs (Includes spot and flood lamps)	\$ 0.50	Each
High-Intensity Discharge (HID) Lamps (Includes high pressure sodium, metal halide and mercury vapor)	\$ 2.50	Each
Batteries - (NiCads, Lithium, Mercury)	\$ 1.50	LB
Oil Filters	\$ 1.00	Each
Complete Computer System	\$ 16.00	Each
Monitor	\$ 15.00	Each
CPU	\$ 5.00	Each
Desktop Printers, Fax and Copy Machines; VCR/DVD players, stereo, record player	\$ 5.00	Each
Microwaves	\$ 10.00	Each
Floor Copiers (stand alone)	\$ 50.00	Each
TV (Projection)	\$ 75.00	Each
TV's up to 21" diagonal	\$ 15.00	Each
TV's greater than 21" diagonal (excluding big screen and projector TV's)	\$ 20.00	Each
Keyboards, mouse and cables	No Charge	Each

Shaded items require payment by businesses or individuals

All other items paid for by project funds

12/13/2012

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Resolution to Approve a Memorandum of Agreement with the Wisconsin Department of Natural Resources, Division of Forestry to participate in the Knowles-Nelson Stewardship Land Acquisition Grant Program

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, Polk County has lands enrolled as county forest pursuant to s. 28.11 of the Wisconsin Statutes, and;

WHEREAS, on October 1, 2006, the Polk County Board of Supervisors adopted Resolution #49-06, resulting in the approval of the 15-Year (2006-2020) Polk County Forest Comprehensive Land Use Plan ("Plan") in accordance with Wisconsin Statute Section 28.11(5)(a); and

WHEREAS, as described in Chapter 400 of the Polk County Forest Comprehensive Land Use Plan, the Polk County Board of Supervisors has the authority, pursuant to Wisconsin Statute Section 28.10, to acquire properties for the purpose of establishing county forest land; and

WHEREAS, the acquisition of said properties are beneficial to Polk County by perpetually providing forest products to our local economy, increasing and sustaining revenues to the County, providing outdoor recreation opportunities to the public, and improving property administration on the county forest; and

WHEREAS, Polk County is eligible to participate and make application to the Knowles-Nelson Stewardship Land Acquisition Grant Program for land acquisition consistent with said plan; and

WHEREAS, grant funding may provide funding up to 50% of the acquisition price; and

WHEREAS, as a condition of the eligibility to county forest land grants, Polk County must enter into a Memorandum of Agreement (MOA) with the Wisconsin Department of Natural Resources, Division of Forestry; and

NOW, THEREFORE, BE IT RESOLVED, the Polk County Board of Supervisors approves and adopts the Memorandum of Agreement with the Wisconsin Department of Natural Resources, Division of Forestry.

BE IT FURTHER RESOLVED that the future acquisition of any county forest land eligible for Knowles-Nelson Land Acquisition Stewardship Grant funding shall require additional approval of the Polk County Board of Supervisors prior to making application;

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the Polk County Forester to forward a signed MOA to the Wisconsin Department of Natural Resources.

BE IT FURTHER RESOLVED that Polk County recognizes and acknowledges that if financial assistance is made available by the Wisconsin Department of Natural Resources, and Polk County accepts said financial assistance, then Polk County will comply with state rules for the program and meet the financial obligations under the grant;

BE IT FURTHER RESOLVED that if grant funding becomes available, then the Polk County Forester shall seek the recommendation from the Property, Forestry and Recreation Committee on a County Board resolution, as appropriate, to authorize said future acquisition.

Funding Amount: Not Applicable Funding Source: Not Applicable
Finance Committee Advised: Not Applicable
Date Submitted to County Board: March 19, 2013 Effective Date: Upon passage

Submitted and Sponsored by the Polk County Property, Forestry and Recreation Committee:

Larry Jensen Harlan
Udwin P. K... Will...
Thomas Engel

Review by County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

Dana Frey, County Administrator

Review by Corporation Counsel

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only

Jeffrey B. Fugge
Jeffrey B. Fugge, Corporation Counsel

County Board Action:

On the 19th day of March, 2013, the Polk County Board of Supervisors adopted Resolution No. ____-13: Resolution to Approve a Memorandum of Agreement with the Wisconsin Department of Natural Resources, Division of Forestry to Participate in the Knowles-Nelson Stewardship Land Acquisition Grant Program, by a majority vote of supervisors of _____ in favor and _____ against.

William F. Johnson, IV
Chairperson

ATTEST:

Carole T. Wondra, County Clerk

Dated this _____ day of _____, 2013

MEMORANDUM OF AGREEMENT

BETWEEN

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

and the

Counties with County Forests as defined under s. 28.10 & 28.11 Wis. Stats

**Warren Knowles-Gaylord Nelson Stewardship Program 2010-2020
Land Acquisition subprogram**

I. PURPOSE

The purpose of this Memorandum of Understanding (Agreement) is to allow the Wisconsin Department of Natural Resource's (DNR) Division of Forestry and any of the signatory twenty nine counties (Counties) to this Agreement that partner in the management of the Wisconsin County Forests as established under s. 28.10 and s. 28.11 Stats., to work cooperatively in maximizing and prioritizing available land acquisition subprogram funding for the betterment of conservation and nature-based outdoor recreation in Wisconsin.

II. SCOPE

This Agreement constitutes the "memorandum of agreement" referenced in s. NR 51.963 Wis. Admin. Code. This Agreement establishes the procedures for a County project submission, priorities for acquisition, eligible costs and funding availability, and which shall be coordinated through the DNR Division of Forestry.

III. DEFINITIONS

Words and phrases defined in s. NR 51.002 and subchapter XIV, NR 51, Wis. Admin. Code, are used in the same sense in this Agreement unless a different definition is specifically provided.

IV. FUNDING

All County and State Forestry projects will be evaluated using the ranking criteria and process in section IV. B & C of this Agreement. Cumulatively, the Counties will be eligible to receive a minimum of 25% of stewardship land acquisition subprogram funding allocated from the appropriation under s. 20.866 (2) (ta) to the DNR Division of Forestry each fiscal year if eligible County projects totaling that amount have been submitted by the Counties. County projects in excess of the 25% may receive funding dependent on their ranking under this Agreement amongst all projects (DNR & County) submitted.

Any portion of each fiscal year's funding allotment designated for County purchases not awarded by the following February 28 shall revert to the Department for land acquisition under s. 23.0917(3), Stats.

V. PROJECT ELIGIBILITY, APPLICATION, APPROVAL AND INVOICING

A. Eligibility

1. Any County having property entered in the county forest law program under s. 28.11(4) Stats. may apply for funding of a project.
2. A project must be for acquisition of property suitable for entry in county forest under s. 28.11(4), Stats.
3. The following property types are ineligible for project funding:
 - a. Any property that has restrictions or other covenants that prevent or limit the property from being managed under ss. 28.11(1) or 23.09(2)(d) Stats.
 - b. Property acquired more than one year prior to a request for funding under this Agreement
 - c. Property used for licensed game farms, fur farms, deer farms, shooting preserves, forest nurseries, or experimental purposes
 - d. Property used for commercial or industrial purposes inconsistent with the purposes of the county forest law in s. 28.11(1) Stats.
 - e. Property with perpetual easements which are inconsistent with the purposes of the County Forest law in s. 28.11(1) Stats.
4. Eligible costs
 - a. Fair market value of the property as determined by DNR appraisal guidelines except as provided in s. 23.0917(b) to (d), Stats.
 - b. Associated costs including appraisal work, land surveys, relocation payments, title evidence, recording fees, historical and cultural assessments required by DNR, and environmental inspections and assessments incurred up to one year before the date of the application submittal.
5. Ineligible costs. Ineligible costs include, but are not limited to, environmental cleanup costs, brokerage fees, real estate transfer taxes, or any other costs not identified in ss. NR 51.002(1) and NR 51.006(2), Wis. Adm. Code., or in section V. A. 4.

B. Application Process

1. Application content. The following components are required for a county to apply for Stewardship Land acquisition subprogram funding:
 - a. Basic applicant information, on a form provided by DNR.
 - b. A comprehensive description of the property to be acquired, including proposed land use, future operation and maintenance plans, and public access provisions consistent with s. 23.0916(2), Stats.
 - c. A map of the property that identifies land forms, water features, forest types, and trail systems.
 - d. A completed checklist as provided under s. NR 52.03(2)(a), Wis. Admin. Code., which is incorporated into the Application Form.

- e. An estimate of eligible project costs as provided under section V. A. 4. (Note: The applicant is not required to have appraisals completed at this time. The application may include an estimate of the fair market value of the property based on the applicant's knowledge of the local real estate market. Any estimate of the value of the property should include comparable arms-length sales that are similar to the subject project. If the project is approved for funding the applicant will be required to comply with s. NR 51.967, Wis. Admin. Code.)
 - f. A County Board resolution authorizing the application.
 - g. A real estate option to purchase signed by the seller or a letter of intent indicating the landowner's willingness to sell the property subject to terms to be agreed upon at a later date.
 - h. Proof of applicant match for the project, (consistent with s. NR 51.962(4), Wis. Admin. Code).
2. Application Submission –
- a. Applications shall be accepted throughout the year by the Division of Forestry, County Forest Specialist at: 101 S. Webster St., Box 7921, FR/4 Madison, WI. 53707.
 - b. If insufficient funds prevent the DNR or Division of Forestry from making an award in any fiscal year, a county may request that the DNR or Division of Forestry consider the application in a subsequent fiscal year or when additional funds become available.
 - c. While property acquired more than one year prior to a request for funding remains ineligible for funding per section IV.A.3.b. of this Agreement, as an alternative the county may withdraw the application if the timing of the application precludes funding.
3. Ranking criteria
- a. All projects must satisfy the purposes identified in s. 28.11(1) and s. 28.04(2), Stats.
 - b. Management criteria
 - i. Degree to which the property is located within the forest blocking boundaries as identified in the County Forest Comprehensive Land Use Plan (County 15 Yr. Plan) or State Forest Master Plan.
 - ii. Size of the project
 - iii. Degree to which the project provides a physical buffer against land uses that would diminish habitat, management or visitor experience
 - iv. Whether the project would allow for extinguishment of previously secured easements or land use agreements across State / County lands
 - v. Whether the project is free of existing structures or developments
 - vi. Whether the project is identified within an existing plan including the land legacy report, statewide forestry plan, forest legacy plan, Statewide Comprehensive Outdoor Recreation Plan (SCORP), county outdoor recreation plan, county 15 yr. plan, or other similar plans.
 - vii. Frequency and recent history of a County receiving Stewardship land acquisition grants
 - c. Natural Resource criteria
 - i. Whether the project encompasses or protects exemplary natural communities (high conservation value forests) and / or habitats for rare, threatened, and endangered species as identified in the natural heritage database or the wildlife action plan.
 - ii. Degree to which the project provides linkages between blocks of existing public land for habitat connectivity

- iii. Whether the project supports and / or protects highly productive forest land
 - iv. Whether the project contains extraordinary scenic features of regional or statewide significance such as vistas or other significant geological formations.
 - v. Whether the project protects undeveloped / remote lakes, ponds, rivers, undeveloped shoreline, headwaters areas, or recharge areas
 - vi. Degree to which the project protects critical water resources including wetlands, headwaters, groundwater-charge areas or other areas that encompass high quality water resources (Designated Outstanding & Exceptional Water Resources, Wild Rivers, Trout streams).
- d. Recreation criteria**
- i. Whether the project either maintains or provides new public access, especially to lakes, streams and rivers
 - ii. Degree to which the project contributes to the development of planned facility / infrastructure identified in a County Forest Comprehensive Land Use Plan (County 15 yr. plan) or State Master Plan
 - iii. Degree to which the project provides connectivity for linear trails; connecting existing public land and creating additional trail opportunities
 - iv. Degree to which the project would help to serve a large populations center or serve as a high use recreation destination point, or located along a major travel corridor for easy access.
- e. Economic criteria**
- In addition to considering the economic benefits related to management efficiencies, natural resources and recreation elements above:
- i. Increase the ability to provide direct and indirect benefits from tourism/recreation and timber economies to local and statewide businesses (consider percent in productive forest and current and future timber values and potential for short term sustainable timber harvests)
 - ii. Degree to which the project expands upon or creates a new recreational use which would benefit the local/regional tourism economy
 - iii. Degree to which the project would reduce current and future costs of services to local units of government or existing State & County ownerships (surveys, encroachments, road maintenance)
 - iv. Whether the project would provide a considerable value for the cost, taking advantage of cost share opportunities, grants, donations to provide a good economic return for the Stewardship funding
 - v. Degree to which the project would maximize Stewardship funds through acquisition at a low cost/acre.
- f. Partnership criteria**
- i. Degree to which the project has local / regional support and commitment from the community
 - ii. Degree to which multiple organizations contribute to the acquisition costs
 - iii. Whether the sellers are willing to donate a portion of the property value
 - iv. Whether the project helps protect tribal gathering rights or other culturally important locations
- g. Threats /Risks and Opportunity criteria**
- i. Whether the project is at high risk for permanent conversion to development or other land use inconsistent with the purposes of the State or County Forests

- ii. Whether the project is in one larger parcel (360+ acres) or consolidates multiple smaller parcels
- iii. Whether the project is a large working forest within or adjacent to an existing project boundary

C. Approval and Ranking process

1. County stewardship applications received by May 1st of the year preceding the State fiscal funding year will be evaluated in that year's initial ranking process against the aforementioned criteria to determine funding up to the 25% allocation provided in section IV. of this Agreement.
2. If the 25% allocation is not totally encumbered during the May 1st application period other county applications that meet the eligibility requirements will be funded up to the limits of the 25% allocation.
3. Applications received after the 25% allocation is encumbered for a fiscal year will be evaluated jointly with State forest acquisitions based on the criteria in section V. B.3 of this Agreement.
4. Acquisitions that include a restriction on hunting, fishing, trapping, hiking, or cross country skiing will require approval of the Natural Resources Board
5. Ranking process
 - a. Applications shall be rated by a panel consisting of the DNR County Forest Specialist, DNR State Forest Specialist, Chief State Forester or designee, Wisconsin County Forests Association (WCFA) Executive Director, and another individual selected by the WCFA Board of Directors.
 - b. Applications shall be rated based on the criteria in section V. B.3 of this Agreement using the worksheet "State & County Forest Land Acquisition (project) Priority Ranking Tool" that is appended to this Agreement.
 - c. As funding is available and applications are submitted, awards may be made on a continuous basis.

VI. CONFLICT RESOLUTION

In the event a disagreement over a decision made under the terms of this Agreement occurs, a stepped-approach, more specifically described below, will be used to resolve the issue. Unresolved issues will be forwarded to the next level within 30 days of a decision at the prior level. A summary of the discussion and unresolved issues at the prior level shall accompany the request for review at successive levels.

Initial review shall be conducted by:

- A.** Level 1 - The DNR County Forest Specialist, WCFA Executive Director, and the complainant shall collaborate to resolve the issue. If no resolution can be reached:
- B.** Level 2 - The project ranking panel, consisting of the DNR County Forest Specialist, DNR State Forest Specialist, DNR Chief State Forester or designee, Executive Director of WCFA

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and one member appointed by the WCFA Board of Directors shall convene. If no resolution can be reached:

- C. Level 3 - The DNR Chief State Forester, County Board Chair from the county of the complainant, the President of the WCFA Board of Directors, and the Director of the DNR Bureau of Community Financial Assistance will be the final arbiters of the dispute.

VII. NOTICE

The DNR agrees to provide the Counties with prompt notice of changes to the statutes, administrative rules, guidance, and practices that may impact the Parties and the Agreement if such changes are identified by the DNR.

VIII. TERM OF AGREEMENT

The Agreement will take effect for each signatory County upon signature by the DNR and the signatory County, and shall continue through June 30, 2015. Sixty days prior to the termination date, the Parties shall evaluate and negotiate necessary changes. If no changes are required, the Agreement will automatically renew for an additional five years.

IX. TERMINATION

Termination prior to June 30, 2015 is possible upon 60 days written notice by either DNR or any signatory county following the Conflict Resolution process outlined in Section VI. All projects approved prior to the termination date will continue to completion. Termination by an individual County shall only impact that County with respect to this Agreement, and shall not constitute termination of the Agreement for any other signatory County to this Agreement.

X. LIABILITY

On behalf of itself, its officers, directors, members, employees, personnel, agents, and representatives, all Parties agree that they shall be responsible for their own acts and omissions and the results thereof and shall not be responsible for the acts or omissions of the other Parties, nor the results thereof to the extent authorized by Wisconsin law.

XI. ASSIGNMENT

No right or duty of this Agreement, in whole or in part, may be assigned, delegated or subcontracted without the written consent of all Parties.

XII. AMENDMENT

No amendment to this Agreement shall be effective except in writing and signed by all Parties.

XIII. COMPLETE AGREEMENT

The Agreement incorporates all attached appendices and documents, and supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Agreement between the Parties. The Parties shall make copies of the Agreement available to appropriate staff.

XIV. CONTROLLING LAW

The interpretation and performance of this Agreement shall be governed by the laws of the State of Wisconsin.

XV. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding this Agreement shall be liberally construed in favor of the Agreement to effect the purpose and scope of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose and scope of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

XVI. SEVERABILITY

If any provision of the Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

XVII. SIGNATURES

The DNR and Counties may separately sign this Agreement which shall, in the aggregate, be signed by all Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the counterpart held by the DNR shall be controlling.

Wisconsin Department of Natural Resources

By: _____
DNR Secretary

Date

POLK County

By: Will G. G. [Signature]
Polk County Board Chair

02.11.2013
Date

By: Larry Jepsen [Signature]
Polk County Forestry Committee Chair

2-11-13
Date

By _____

Date

Polk County Forest Administrator

J

Resolution No. _____-13

Resolution to Authorize Participation in the Northwest Wisconsin Regional
Medical Examiner Mutual Aid Compact

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF
POLK:

Ladies and Gentlemen:

WHEREAS, the County governments of Barron, Dunn, Pierce, Polk and St. Croix desire to
participate in a Mutual Aid Compact for emergency medical examiner assistance; and

WHEREAS, emergencies involving mass fatality incidents may arise within the jurisdictional
boundaries of the specified counties located in Northwest Wisconsin, which may require
additional assistance beyond each county's own resources; and

WHEREAS, the training and/or expertise of medical examiner staff personnel throughout the
Northwest Wisconsin Region could be requested to assist in dealing with mass fatality incidents
within the geographical boundaries of the counties; and

WHEREAS, the parties recognize that mass fatality incidents can more effectively be handled by
pooling of human resources; and

WHEREAS, the parties have authority to enter into the Northwest Wisconsin Regional Medical
Examiner Mutual Aid Compact pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314
and Chapter 323 of the Wisconsin Statutes; and

NOW THEREFORE, BE IT RESOLVED, that the Polk County Board of Supervisors approves
and authorizes participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid
Compact, as attached hereto and incorporated herein, for emergency medical examiner
assistance.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes and directs
the Polk County Medical Examiner to enter into and to administer said compact on behalf of
Polk County.

Funding Amount:	Not Applicable	Funding Source:	Not Applicable
Date Finance Committee Advised:			Not Applicable
Finance Committee Recommendation:			Not Applicable
Effective Date:			Upon Passage
Date Submitted to County Board:			March 19, 2013

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Submitted by the Polk County Public Protection and Judicial Committee

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

[Signature]
Dana Frey, County Administrator

Review By Corporation Counsel:

- APPROVED AS TO FORM**
- Recommended
 - Not Recommended
 - Reviewed Only

[Signature]
Jeffrey B. Fuge, Corporation Counsel

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution ____-13: Resolution to Authorize Participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact, by a simple majority vote of _____ in favor and _____ against.

[Signature]
William Johnson, IV, County Board Chairperson

Attest: [Signature]
Carole Wondra, Polk County Clerk

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NORTHWEST WISCONSIN REGIONAL
MEDICAL EXAMINER MUTUAL AID COMPACT
(For County Emergency Medical Examiner Assistance)

This Mutual Aid Compact (hereinafter "*Agreement*") is made and entered into among the county governments of Barron, Dunn, Pierce, Polk and St. Croix, as authorized by their respective governing bodies.

WHEREAS, emergencies involving mass fatality incidents may arise within the jurisdictional boundaries of the specified counties located in Northwest Wisconsin, which may require additional assistance beyond each county's own resources; and

WHEREAS, the training and/or expertise of Medical Examiner staff personnel throughout the Northwest Wisconsin Region could be requested to assist in dealing with mass fatality incidents within the geographical boundaries of the counties; and

WHEREAS, the parties recognize that mass fatality incidents can more effectively be handled by pooling of human resources; and

WHEREAS, the parties have authority to enter into this Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact, pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314 and Chapter 323 of the Wisconsin Statutes.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. The parties agree to use their best efforts to ensure the public safety and protect the citizens within the confines of the geographical jurisdictions of the respective parties.
2. This Agreement shall have a term of a one-year period; the Agreement shall automatically be renewed on a year-to-year basis. Any of the parties may terminate this Agreement by providing at least ninety (90) days written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement.
3. No separate legal entity will be created by this Agreement.
4. The power to make a request for assistance or to provide assistance under this Agreement shall reside with the Medical Examiner department of each respective county.
5. It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement shall not be mandatory, and shall be within the sole discretion of the party receiving the request. Assistance may be refused, and assistance which is being provided may be terminated at any time, within the sole discretion of the party receiving the request. In situations where the responding Emergency Management staff personnel are unable to furnish the requested assistance, they will notify the

requesting party as soon as practicable that assistance will not be rendered. No party may make any claim whatsoever against the requested party for refusal of assistance.

6. Any person acting for a member under this agreement shall, at all times, remain an employee of his or her respective county. Medical Examiner staff provided under this agreement shall be at no charge to the requesting county. However, any expenses incurred by the assisting county that are recoverable from third parties, responsible parties or from State or Federal disaster assistance funds, shall be reimbursed to the assisting county.
7. In the case of an incident, Medical Examiner staff personnel will operate under the established command structure of the requesting county.
8. During the term of this agreement, each party shall maintain the following General Liability Insurance coverage: \$1,000,000 bodily injury and \$1,000,000 property damage. Each party shall, immediately upon execution of this Agreement, provide each other with a certificate evidencing such insurance. In the event that any party receives notification of cancellation of such policy, said party shall immediately notify all other parties of such notice. In the event that any party has its policy cancelled or caused its coverage to terminate, each of the other parties may, by written notice, terminate this Agreement.
9. No party operating under the terms of this Agreement shall discriminate against any individual because of race, color, religion, sex, age, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability, status as a veteran of the Vietnam era, or any other legally protected status, in any manner, prohibited by the laws of the State of Wisconsin or the laws of the United States.

Survival: The terms and conditions of this Agreement shall survive completion of the services under this Agreement or any termination of this Agreement.

Waiver: A waiver by any party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement for being void should a provision which is of the essence of this Agreement be determined void.

Integration: This Agreement, including issued Task Orders (and their respective attachments, if any) represents the entire and integrated agreement between the parties. It supersedes all prior

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and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Assignment: No party shall assign any rights or duties under the Agreement without the prior written consent of the other parties. Unless otherwise stated in written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the Agreement.

No Construction Against Any Party: This Agreement is the product of negotiations among the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against any party.

Multiple Originals: This Agreement may be executed in multiple originals, each of which together shall constitute a single agreement.

Captions: The parties agree that in the Agreement captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

No Partnership or Joint Venture: This Agreement shall not in any way be deemed to create a partnership or joint venture between the parties of the Agreement.

Statutory Protections: It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the parties of any immunity, liability limitation or other protection available to them under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court or competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the party shall apply unless the party elects otherwise.

Compliance with Laws: The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances and other laws.

IN WITNESS WHEREOF, the parties have executed this agreement.

Jon Dinnies
Polk County Medical Examiner

Date

William F. Johnson, IV
Polk County Board Chair

Date

Carole T. Wondra
Polk County Clerk

Date

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At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the resolution, Resolution ____-13: Resolution to Authorize Participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact, by a simple majority vote of _____ in favor and _____ against. A certified copy of said resolution is attached hereto and incorporated herein.

William Johnson, IV, County Board Chairperson

Date: _____

Attest: _____
Carole Wondra, Polk County Clerk

Date: _____

K

Resolution Concerning Newspaper Publication of Legal Notices

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, Wisconsin Statutes Sections 59.14 and 985.02 requires Polk County to publish its legal notices, consisting of certain public notices, meetings notices, ordinances and proceedings in statutorily qualified newspapers that are likely to give notice in the area or to the persons affected by County business; and

WHEREAS, while state law allows a county board of supervisors to designate only one official qualified newspaper, a county with the population size of Polk County is neither required to designate an official newspaper nor required to seek bids for the publication of legal notices; and

WHEREAS, under Wisconsin Statute Section 985.05(2), a county that designates an official newspaper must publish all of its legal notices in that one designated newspaper; and

WHEREAS, under Wisconsin Statute Section 985.08(5), a county may only publish its legal notices in newspapers that qualify under Section 985.03; and

WHEREAS, in adopting Resolution No. 31-05, the Polk County Board of Supervisors designated the *Inter-County Leader* as the official newspaper and designated the *Tri County Advertiser* and the *Indianhead Advertiser* as secondary newspapers; and

WHEREAS, the three designations contained in Resolution 31-05 are conflicting to the extent that the County and its personnel, namely the County Clerk, are prevented from complying with state law requirements when causing any legal notice of the County to be published; and

WHEREAS, on legal opinion, the Corporation Counsel has recommended to lift the designation so that the County may publish its legal notices in compliance with state law.

NOW, THEREFORE, BE IT RESOLVED that, the Polk County Board of Supervisors repeals Resolution No. 31-05.

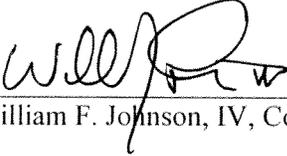
BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs that the legal notices of the County be published in newspapers qualified pursuant to Wisconsin Section 985.03 without designation as "official newspaper" as may be made under Section 985.05(1).

BE IT FURTHER RESOLVED that the County Clerk shall require, as a condition to publication of any legal notice of the County, that any publisher of a qualified newspaper shall file with the County Clerk a certificate as required under Section 985.03(2).

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Funding Source/ Funding Amount:	Not Applicable
Date Finance Committee Advised:	Not Applicable
Finance Committee Recommendation:	Not Applicable
Effective Date:	Upon Passage
Date Submitted to the Polk County Board:	March 19, 2013

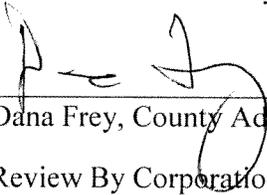
Submitted By:



William F. Johnson, IV, County Board Chairperson

Review By County Administrator:

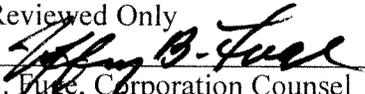
- ~~Approved as to Form~~
- Recommended
- Not Recommended
- Reviewed Only



Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only



Jeffrey B. Fuge, Corporation Counsel

County Board Action:

At its regular business meeting on March 19, 2013, the Polk County Board of Supervisors adopted the above resolution, Resolution ____-13; Resolution Concerning Newspaper Publication of Legal Notices; by a vote of _____ in favor and _____, against.

 William Johnson, IV, County Board Chairperson

Attest: _____
 Carole Wondra, Polk County Clerk

POLK COUNTY BOARD OF SUPERVISORS
Minutes from Tuesday, March 19, 2013
Polk County Government Center – County Board Room
Balsam Lake, WI 54810

Chairman Johnson called the regular March 19, 2013 meeting of the Polk County Board of Supervisors to order at 6:00 PM.

Chairman Johnson recognized Carole Wondra, County Clerk for purposes of receiving evidence on proper notice. County Clerk informed the County Board that notice of the agenda was properly posted in three public buildings, published in the county's legal paper and posted on the county website the week of March 11, 2013. Chairman Johnson recognized Corporation Counsel, Jeffrey Fuge, for purposes of receiving legal opinion with respect to sufficiency of notice. The County Board received the verbal opinion of Corporation Counsel that the advance written notice posted and published as described by the County Clerk satisfied the applicable provisions of Wisconsin Open Meetings Law and the applicable procedural provisions of the Polk County Board Rules of Order.

Chairman Johnson recognized the County Clerk for purposes of taking roll call. The County Clerk took roll: 19 members present. Absent at roll call were Supervisors Kienholz, Engel, Scoglio and Magnafici. Supervisor Scoglio joined immediately following roll call, 20 members present.

Chairman Johnson led the pledge of Allegiance.

Supr. Schmidt led the County Board in a time of reflection.

Chairman Johnson called for a motion to approve the consent agenda as published. Motion (Brown/Jepsen) to approve the consent agenda, as published. Chairman Johnson called for voice vote. **Motion to approve Consent Agenda, carried by unanimous voice vote. Approval of the Consent agenda included Resolution 05-13, Resolution to Approve Zoning Ordinance Amendments for the Town of Garfield. Resolution adopted.**

Time was given for public comments.

Supr. Kienholz joined the meeting at 6:10 p.m., 21 members present.

Chairman Johnson presented the Chairman's Report.

Time was given for committee questions and answers by the board members.

Administrator Frey presented the Administrator's Report and an update on finance.

Supr. Engel joined the meeting at 6:25 p.m., 22 members present.

Chairman Johnson called for a motion to approve the Chairman's appointments. Motion (Luke/Stroebe) to approve the Chairman's appointment of Supr. Nelson and Supr. Kienholz to the Polk County Library Planning Committee. Appointments approved by unanimous voice vote. Motion (Jepsen/Brown) to approve Administrator's appointments of Dave Muller, Lynne Schauls, Cricket LaFond, Cole Zrostlik, Peggy Farmer and Deanna Wheeler to the Polk County Library Planning Committee; Dale Wood to the Land Conservation Committee (3 yr term); and Wayne Tomfohrde, to the Polk County Housing Authority (5 yr. term). Appointments approved by unanimous voice vote.

March 19, 2013

Chairman Johnson called for a motion to approve the Confirmation of DNR Appointments of the 2013 Emergency Fire Wardens for Polk County. Motion (Masters/H. Johansen) to approve Appointments.

EMERGENCY FIRE WARDENS:

Keith & Michelle Schmidt for T. of Clam Falls (Clam Falls Tavern)

Patty & Ron Fredericks for T. of Clam Falls & T. West Sweden (Sun down Saloon)

Jeff Moats for T. of West Sweden, T. of Luck and T. of Clam Falls (Ray's Firestone)

Julie Haines for T. of St. Croix Falls & T. of Sterling (Wolf Creek Bar)

Appointments approved by unanimous voice vote.

Chairman Johnson called to the floor Resolution 06-13, Resolution to Section 174.11 Dog Claim of CheyeAnn Michael. Motion (Brown/Jepsen) to approve said resolution. Supr. D. Johansen addressed the resolution. **Motion (D. Johansen/Brown) to refer the resolution back to the Extension Committee for further review and recommendation. Motion to refer Resolution 06-13 back to Extension Committee carried by a roll call vote of 18 yes/4 no.** Voting yes: Supr. Brown, D. Johansen, Schmidt, H. Johansen, Kienholz, Caspersen, Engel, Edgell, Moriak, Luke, Nelson, Stroebel, O'Connell, Bergstrom, N. Johnson, Arcand, Cockroft and W. Johnson. Voting no: Supr. Masters, Scoglio, Hartung and Jepsen.

Chairman Johnson called to the floor Resolution 07-13, Resolution to Disallow Claim of Paul Burritt. Motion (Jepsen/Schmidt) to approve said resolution. Chairman Johnson recognized Corporation Counsel, Jeff Fuge for purposes of the Board receiving clarification on the resolution. Corporation Counsel, Jeff Fuge addressed the resolution. **Chairman called for a voice vote on motion to adopt Resolution 07 -13, Resolution to Disallow Claim of Paul Burritt, motion carried** by unanimous voice vote. Resolution adopted.

Chairman Johnson called for a short recess. The County Board stood in recess at 7:05 p.m.

The County Board reconvened at 7:15 p.m.

Chairman Johnson called to the floor Resolution 08-13, Resolution to Authorize Agreement with Village of Osceola for the Acquisition and Sale of Tax Delinquent Property Located at 130 Ridge Road in the Village of Osceola, Wisconsin in Accordance with Wisconsin Statutes Section 75.365.(3). Motion (Jepsen/H. Johansen) to approve said resolution. Chairman Johnson recognized Treasurer, Amanda Nissen for purposes of addressing the resolution. Treasurer Nissen addressed the resolution. **Chairman called for a voice vote on motion to adopt Resolution 08-13, to Authorize Agreement with Village of Osceola for the Acquisition and Sale of Tax Delinquent Property Located at 130 Ridge Road in the Village of Osceola, Wisconsin in Accordance with Wisconsin Statutes Section 75.365.(3), motion carried** by unanimous voice vote. Resolution adopted.

March 19, 2013

Chairman Johnson called to the floor Resolution 09-13, Resolution to Approve the Amended 15- Year (2006-2020) Polk County Forest Comprehensive Land Use Plan. Motion (Jepsen/D. Johansen) to approve said Resolution. Chairman Johnson recognized Polk County Forester, Jeremy Koslowski for purposes of addressing amendments to the Polk County Forest Plan. Forester Koslowski addressed the Resolution. **Chairman Johnson called for a voice vote on the motion to adopt Resolution 09-13 to Approve the Amended 15 year (2006-2020) Polk County Forest Comprehensive Land Use Plan. Motion carried** by unanimous voice vote. Resolution adopted.

Chairman Johnson called to the floor Resolution 10-13, Resolution Concerning Wisconsin Department of Natural Resources Outdoor Recreation Aids for the County of Polk. Motion ((Masters/O'Connell) to approve said Resolution. Chairman Johnson recognized Polk County Forester, Jeremy Koslowski for purses of addressing the Outdoor Recreation Aids Program. Forester Koslowski addressed the Resolution. **Chairman Johnson called for a voice vote on the motion to adopt Resolution 10-13, Concerning Wisconsin Department of Natural Resources Outdoor Recreation Aids for the County of Polk. Motion carried** by unanimous voice vote. Resolution adopted.

Chairman Johnson introduced Resolution "G" to Accept Donation of Land from Janet Ahlgren. Chairman Johnson offered to defer consideration on the resolution until a time in which Ms. Ahlgren could be present. Motion (Hartung/Masters) to postpone Resolution "G", Land Donation from Janet Ahlgren, until such noted definite time. Motion carried by unanimous voice vote.

Chairman Johnson called to the floor Resolution 11-13, Resolution to Authorize Hazardous Waste Collection Agreement with Northwest Wisconsin Regional Planning Commission in Accordance with Wisconsin Statutes Section 66.0301. Motion (Edgell/Masters) to approve said Resolution. Chairman Johnson recognized Director of Parks, Forestry, Buildings and solid Waste, Debbie Peterson for purposes of addressing the resolution. Director Peterson addressed the Resolution. **Chairman Johnson called for a voice vote on the motion to adopt Resolution 11-13, to Authorize Hazardous Waste Collection Agreement with Northwest Wisconsin Regional Planning Commission in Accordance with Wisconsin Statutes Section 66.0301. Motion carried** by unanimous voice vote. Resolution adopted.

Chairman Johnson called to the floor Resolution 12-13, Resolution to Approve a Memorandum of Agreement with the Wisconsin Department of Natural Resources, Division of Forestry to Participate in the Knowles-Nelson Stewardship Land Acquisition Grant Program. Motion (H. Johansen/Brown) to approve said Resolution. Chairman Johnson called for a voice vote on the motion to adopt Resolution 12-13, to Approve a Memorandum of Agreement with the Wisconsin Department of Natural Resources, Division of Forestry to Participate in the Knowles-Nelson Stewardship Land Acquisition Grant Program. Motion carried by unanimous voice vote. Resolution adopted.

March 19, 2013

Chairman Johnson called to the floor Resolution 13-13, Resolution to Authorize Participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact. Motion (Bergstrom/O'Connell) to approve said Resolution. Chairman Johnson recognized County Administrator Frey for purposes of addressing the resolution. Administrator Frey addressed the resolution. **Chairman Johnson called for a voice vote on the motion to adopt Resolution 13-13, to Authorize Participation in the Northwest Wisconsin Regional Medical Examiner Mutual Aid Compact. Motion carried by unanimous voice vote. Resolution adopted.**

Chairman Johnson called to the floor Resolution 14-13, Resolution Concerning Newspaper Publication of Legal Notices. Motion (O'Connell/Nelson) to approve said Resolution. Chairman Johnson recognized County Administrator Frey and Corporation Counsel, Jeff Fuge for purposes of addressing the resolution. Administrator Frey addressed the resolution. Corporation Counsel, Jeff Fuge addressed the resolution. **Motion (O'Connell/Kienholz) to amend said Resolution by striking all references to "Resolution No. 31-05" and inserting references "Resolution No. 31-09". Motion to amend Resolution 14-13 carried by unanimous voice vote. Chairman Johnson called for a voice vote to adopt Resolution 14-13 Concerning Newspaper Publication of Legal Notices, as amended. Motion carried by unanimous voice vote. Resolution adopted.**

Supervisor's reports were given.

Motion (D. Johansen/Scoglio) to adjourn. Motion carried by unanimous voice vote. Chairman Johnson declared meeting adjourned 8:06 p.m.