

1 Polk County Board of Supervisors
2 Resolution No. 66-17
3 Resolution to Authorize Lease Agreement with Wisconsin Department of Transportation
4 (Road Salt Storage Facility)

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

6 Ladies and Gentlemen:

7 WHEREAS, pursuant Wisconsin law, Polk County and the Wisconsin Department of Transportation
8 (WisDOT) are authorized to enter into intergovernmental agreements for the lease of County lands to
9 the Wisconsin Department of Transportation for the purpose of constructing and maintaining a road salt
10 storage facility; and

11 WHEREAS, Polk County owns land located at 818 Loon Drive, Balsam Lake, Wisconsin, comprising of
12 approximately 3,000 square feet of the property described as NE ¼ SW ¼ of Section 10, T34 North,
13 Range 17 West, Village of Balsam Lake, Polk County, Wisconsin, that is suitable for such purposes.

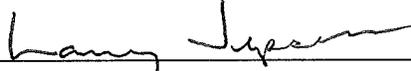
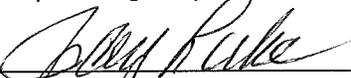
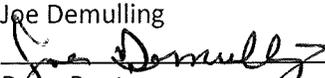
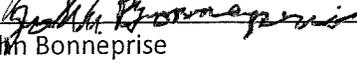
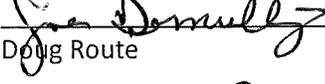
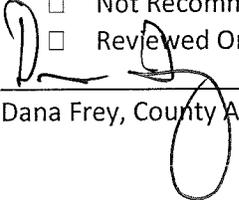
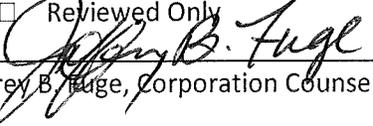
14 NOW, THEREFORE, BE IT RESOLVED that, pursuant to Wisconsin Statute Section 59.52(6)(c), the Polk
15 County Board of Supervisors authorizes and approves a lease of the above described lands to the
16 Wisconsin Department of Transportation on terms and conditions consistent with those provisions
17 contained in the proposed LEASE AGREEMENT, attached hereto and incorporated herein.

18 BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statute Section 59.52(6)(c), the Polk County
19 Board of Supervisors directs the County Clerk to execute on behalf of Polk County the contemplated
20 lease agreement.

21 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes and directs the Polk
22 County Highway Commissioner to administer the lease authorized herein.

23 BE IT FURTHER RESOLVED that the lease proceeds reduce the cost of the road salt storage facility.

Polk County Board of Supervisors
 Resolution No. 66-17
 Resolution to Authorize Lease Agreement with Wisconsin Department of Transportation
 (Road Salt Storage Facility)

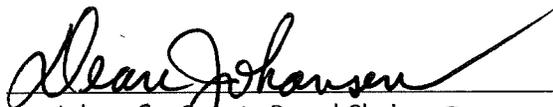
Funding Source/ Funding Amount:	WisDOT/ As provided in Proposed Lease
Date Reviewed as to Appropriations:	
Committee Recommendation as To Appropriation:	
Effective Date:	Upon Passage
Dated Submitted To County Board	October 17, 2017
Submitted on Sponsorship and Recommendation of the Polk County Public Safety and Highway Committee	 _____ Larry Jepsen
 _____ Jay Luke, Chairperson	 _____ Joe Demulling
 _____ John Bonneprise	 _____ Doug Route
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  _____ Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  _____ Jeffrey B. Fugle, Corporation Counsel

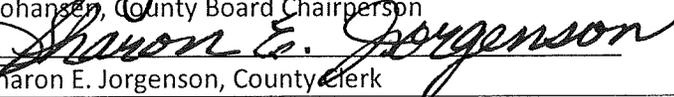
Acknowledgement of County Board Action

At its regular business meeting on the 17 of October 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No.66-17: Resolution to Authorize Lease Agreement with Wisconsin Department of Transportation (Road Salt Storage Facility), as follows:

- Enacted by simple majority by a vote of _____ in favor and _____ against.
- Enacted by unanimous vote.
- Defeated by a vote of _____ in favor and _____ against.
- Defeated by voice vote.
- Action Deferred by Procedural Action, as follows: _____

SIGNED BY:



 Dean Johansen, County Board Chairperson
 Attest: 

 Sharon E. Jorgenson, County Clerk

LEASE AGREEMENT
Between
Polk County, Wisconsin
And
Wisconsin Department of Transportation
Regarding
Road Salt Storage Facility

Section 1: Lease Agreement

This lease agreement (“Lease”) is made and entered into this 17 day of October 2017, by and between Polk County (“Landlord” or “County”) and the Wisconsin Department of Transportation (“Tenant” or “WisDOT”) pursuant to Tenant’s statutory authority under Wis. Stat. §§ 84.01(13), 84.07, 84.09, and 85.15. Tenant needs the leased premises, as described in Section 2.4, below, to construct a road salt storage facility. The leased premises represent the best location for such a facility based on Tenant’s operational needs. Tenant owns no comparable real estate suitable for this purpose. In consideration of the mutual promises and covenants contained in this Lease, Landlord and Tenant agree:

Section 2: Basic Lease Provisions

- 2.1 Definitions:** As used in this Lease unless the context requires another interpretation:
- 2.1.1** “Access” or “accessibility” means the ability to freely use the allocated capacity for state salt storage.
 - 2.1.2** “Capacity allocation” or “allocated capacity” means the agreed upon portion, measured in percentage, of the facility’s functional capacity designated for the storage of salt for use on the state trunk and interstate highway systems and the capacity allocated for the storage of salt for use on county trunk or other roadways.
 - 2.1.3** “Financed” means the provision of funds to develop design and plans, purchase land or materials, pay for construction, or any combination thereof by one party or jointly among the parties. The term “financed” does not include payments by Tenant to Landlord for salt storage under the routine maintenance Authority for Expenditure Agreement or the Sodium Chloride Reimbursement, Section 02-20-35 of the State Highway Maintenance Manual.
 - 2.1.4** “Hazardous substances” means any substance that is toxic, ignitable, reactive, or corrosive, and whose storage, handling, disposal, or transport is regulated by federal, state, or local statute, rule, regulation, or ordinance and shall include any material or substance that is defined as “hazardous waste,” “extremely hazardous waste,” or “hazardous substance” pursuant to federal, state, or local statute, rule, regulation, or ordinance, including, but not limited to, asbestos, polychlorinated biphenyls (“PCBs”) and petroleum products.

- 2.1.5 “Ownership” means the land or building or equipment or any combination thereof titled or otherwise documented in the name of the county, state, or any agency thereof.
- 2.1.6 “Substantive refurbishment” means major repairs and maintenance. It is further defined as repairs costing in excess of the road salt storage facility’s remaining residual value or typically 15% of the original purchase price of such facility.
- 2.2 **Landlord:** Polk County, Wisconsin, 818 Loon Drive, Balsam Lake, WI 54810
- 2.3 **Tenant:** Wisconsin Department of Transportation, 4802 Sheboygan Avenue, Madison, WI 53707.
- 2.4 **Leased Premises:** Approximately 3,000 square feet of Landlord’s property described as NE1/4, SW1/4, S10 T34N R17W, Balsam Lake, WI (“leased premises”) as shown in **Exhibit A** attached hereto.
- 2.5 **Lease Term:** Forty (40) years (“initial term”). Further, the parties shall have the option to renew this Lease beyond the initial term as described in Section 5, below (“renewal term”).
- 2.6 **Occupancy Commencement Date:** January 1, 2018.
- 2.7 **Occupancy End Date [Initial Term]:** January 1, 2058. Landlord shall provide Tenant evidence of any appropriate certificate of occupancy and use or other authorizations required by local ordinances or regulations for Tenant’s occupancy and use of the leased premises as a road salt storage facility.
- 2.8 **Rent:** Tenant may authorize, upon request from Landlord, to occupy a mutually agreed to tonnage of the total capacity allocation of the road salt storage facility described in Section 4.1 below during the initial term and any renewal term. This allowance shall constitute the rent Tenant pays to Landlord. Tenant shall owe Landlord no additional form of rent payment in the event Landlord chooses not to occupy any of the agreed to tonnage of the total capacity allocation of the road salt storage facility described in Section 4.1 below at any point in the initial term and any renewal term.

Section 3: Maintenance Payment

Tenant shall pay Landlord a lump sum payment for maintenance of the leased premises and the road salt storage facility described in Section 4.1 below on April 1 from January’s invoice of every year during the initial term and any renewal term. Such payments shall be calculated according to WisDOT’s Highway Maintenance Manual Section 02-20-35, January 2016, attached hereto as **Exhibit B** attached hereto. As a matter of law applicable to Tenant, the payment described in this Section 3 is subject to the availability of appropriated funds that may be lawfully used for such payment. Tenant will obligate funds for the initial term of this Lease upon execution of this Lease. Tenant will obligate funds for any renewal term of this Lease upon providing the notice required in Section 5, below. These obligations do not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution.

Section 4: Construction, Alteration, and Refurbishment

- 4.1 **Construction and Alteration:** Tenant shall have the right to construct and subsequently alter, with Landlord’s advance written consent (not to be

unreasonably withheld or delayed) a road salt storage facility having a total capacity allocation of 3,000 tons on the leased premises (“facility”). The facility’s construction and subsequent alteration, if any, shall be financed solely by Tenant, made in compliance with all laws, regulations, codes, and assigned specifications as shown in **Exhibit C** (original project plans) attached hereto, and shall be completed in a safe and workman like manner with new, first class materials. Upon installation, the facility shall become and remain the Landlord’s property. Tenant expects the facility to have a projected services life of 50 years. Tenant shall agree with Landlord annually to reserve Landlord’s tonnage percentage of the facility for storage of Landlord’s salt, in accordance with Section 2.8, above.

- 4.2 **Refurbishment:** If the facility’s service life exceeds the 50 year service life WisDOT originally projected, WisDOT and County may have the option to engage in a substantive refurbishment of the facility as agreed to by WisDOT and the County. The substantive refurbishment of the facility shall be financed by County on terms mutually agreeable to WisDOT and County. Nothing in this Section 4.3 limits the provisions contained in Section 5, below.
- 4.3 **Relocation:** In the event County elects to discontinue operations at this site, County may terminate this Lease by providing thirty (30) days written notice to Tenant. County shall provide WisDOT, at County’s expense, equivalent road salt storage capacity at a mutually agreeable location(s) or repay the depreciation expenses WisDOT incurs under Section 7.2, below.

Section 5: Renewal Term

So long as neither Landlord nor Tenant is not in material default under this Lease or any other agreement between the parties, this Lease shall automatically renew for an additional 10 year term as of the expiration of the initial term upon the same terms and conditions unless either Landlord or Tenant gives not less than one hundred and twenty (120) days written notice to the other party prior to the expiration of the initial term. Such written notice shall be made in accordance with Section 17.3, below.

Section 6: Permitted Use

Subject to any applicable federal, state, and local laws and regulations, Landlord and Tenant shall use the leased premises and the facility (“said locations”) for storing sand and/or a sand/salt mixture as designated by WisDOT, at its sole discretion, in furtherance of highway maintenance operations. Said locations shall not be open to the public.

Section 7: Customary Maintenance and Repair, Depreciation, and Capacity Allocation

- 7.1 **Customary Maintenance and Repair:** Landlord shall customarily maintain and repair the facility with reasonable dispatch with the funds it receives under Section 3, above. If the costs of maintenance and repair are less than the sum of the funds Landlord receives under Section 3, above, Landlord may retain the remainder. If the costs of maintenance and repair are more than the sum of the

funds Landlord receives under Section 3, above, Landlord shall pay for the outstanding balance.

- 7.2 **Depreciation:** Tenant shall share in the depreciation costs for the facility when WisDOT's salt purchases for the year exceed WisDOT's capacity in the facility. The share is determined by multiplying depreciation costs by the ratio of WisDOT purchases (in tons) exceeding WisDOT capacity to total purchases less WisDOT capacity.
- 7.3 **Tenant's and Landlord's Capacity Allocation:** Tenant shall occupy 100% of the capacity allocation of the road salt storage facility described in Section 4.1, above, during the initial term and any renewal term. In accordance with Section 2.8, above, Tenant may authorize, upon Landlord request to occupy a mutually agreed to tonnage of the total capacity allocation of the road salt storage facility described in Section 4.1, above, during the initial term and any renewal term.

Section 8: Utilities

Landlord shall pay or cause to be paid all charges for water, sewerage, gas, electricity, waste disposal, heat or other fuel or power or any other utility or serviced delivered to or used in connection with the said locations or Tenant's occupancy thereof.

Section 9: Insurance and Related Liability

- 9.1 **Landlord's Insurance:** Landlord shall obtain and carry at all times during the initial term and any renewal term of this Lease a policy for bodily injury and property damage liability insurance, to the satisfaction of Tenant, insuring the facility at its full replacement value. All insurance must be procured from insurance companies licensed or approved to do business in the State of Wisconsin. Landlord shall furnish Tenant with a certificate of insurance establishing that such insurance is in effect before execution of this Agreement.
- 9.2 **Tenant's Insurance:** Tenant is self-insured. WisDOT's Self-Funded Liability and Property Programs protect WisDOT. County employees may not file workers' compensation claims against WisDOT's insurance policy.
- 9.3 **Landlord's Liability:** If the facility (or any part thereof) is damaged or destroyed, Landlord will be held fully liable and financially responsible, in accordance with Section 10, below.
- 9.4 **Tenant's Liability:** Wisconsin Stat. § 895.46 provides that WisDOT pays for certain negligence claims against WisDOT's employees and agents. WisDOT as the contracting entity maintains sovereign immunity. WisDOT cannot waive sovereign immunity, indemnify, or waive subrogation or liability in any manner.

Section 10: Damage or Destruction

If the facility (or any part thereof) is damaged or destroyed by casualty covered by insurance or highway maintenance operations Landlord performs negligently, then this Lease shall remain in full force and effect, and Landlord shall fully repair or restore the facility (or any part thereof) with reasonable dispatch. If the facility (or any part thereof) is damaged or destroyed by neither

casualty covered by insurance nor highway maintenance operations Landlord performs negligently, Tenant may terminate and cancel this Lease by giving written notice to Landlord within sixty (60) days after the occurrence of such damage or destruction or engage in a substantive refurbishment of the facility as provided in Section 4.2, above.

Section 11: Taxes

- 11.1 Personal Property Taxes:** Tenant is not subject to personal property taxes as provided in Wis. Stat. § 70.11(1). Tenant shall respond to any claims that it has failed to pay, before delinquency, all taxes, assessments, license fees, and other charges (“taxes”) that are mistakenly levied and assessed against Tenant’s personal property installed or located on the leased premises or in the facility and that are alleged to become payable during the term of this Lease.
- 11.2 Real Property Taxes:** Tenant is not subject to real property taxes as provided in Wis. Stat. § 70.11(1).

Section 12: Default

- 12.1 Tenant’s Default:** All of the following shall be considered events of Tenant’s default:
- 12.1.1.** Tenant shall fail to perform any of the covenants or conditions herein contained on the part of Tenant, and such default shall continue for thirty (30) days after Landlord gives Tenant written notice thereof (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such thirty (30) day period, and provided Tenant commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion); or
- 12.1.2.** If this Lease shall, by act of Tenant or by operation of law or otherwise, pass to any party other than Tenant without consent of Landlord.
- 12.2 Landlord’s Remedies:** If Tenant defaults, as set forth in Section 12.1, subject to the applicable cure periods stated therein, Landlord shall have and may exercise the following rights:
- 12.2.1.** Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term, or condition required hereby to be performed by Tenant, and Landlord shall have the right to correct or remedy any such default.
- 12.2.2.** Landlord may enter said locations immediately and remove the Tenant’s property and store said property in a public warehouse or at a place selected by Landlord until Tenant cures its default.
- 12.2.3.** On termination, but only to the extent permitted by law applicable to Tenant, Landlord may seek remedies from Tenant relating to the breach.

- 12.3 Landlord's Default and Tenant's Remedies:** If Landlord shall fail to perform any of the covenants or conditions required to be performed by it under this Lease, and such default shall continue for thirty (30) days after Tenant gives Landlord written notice thereof (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such thirty (30) day period, and provided Landlord commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion), Tenant may, but shall not be obligated to, remedy such default. Upon Tenant's demand, Landlord shall pay Tenant all reasonable sums expended or obligations incurred by Tenant in connection therewith. Notwithstanding the foregoing, Tenant shall have and may exercise any and all rights provided in law or equity.
- 12.4 Waiver of Failure to Declare Default:** A waiver by either party of a breach or default by the other under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default, nor of any other term or condition of this Lease, and the failure of a party to assert any breach or to declare a default by a party shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

Section 13: Duty to Keep Premises Free of Liens

Tenant shall not permit any mechanics', laborers', materialmans', or other liens to stand against said locations, and the equipment for any labor or material furnished to said locations, in connection with work of any character performed or claimed to have been performed on said locations, whether such work performed or materials furnished prior to or subsequent to the commencement of this Lease. Tenant and Landlord shall properly and fully pay and discharge any and all claims on which a lien against said locations may or could be based.

Section 14: Termination

- 14.1.** This Lease shall terminate upon the earlier of the following:
- 14.1.1.** Expiration of the initial term (i.e., 40 total years) if either Landlord or Tenant provides the written notice required in Section 5 indicating it does not wish to automatically renew this Lease;
 - 14.1.2.** Expiration of the renewal term if this Lease is automatically renewed as generally provided in Section 5 (i.e., 50 total years);
 - 14.1.3.** Upon Tenant's election, after having given Landlord sixty (60) days' notice prior written notice;
 - 14.1.4.** 1 July 2019, if the facility is not constructed by that time; or
 - 14.1.5.** As otherwise provided in this Lease.

Section 15: Indemnity

- 15.1. Indemnification of Landlord:** Wisconsin law prohibits Tenant from entering into any indemnification agreements whereby Tenant would indemnify Landlord

(or any of its directors, shareholders, officers, members, managers, employees, agents, or representatives).

- 15.2. Indemnification of Tenant:** Landlord shall indemnify, defend, and hold Tenant (and its directors, shareholders, officers, employees, agents, and representatives) harmless from and against all claims, actions, damages, liability, and expenses (including reasonable attorney fees and actual costs) arising from, out of, or in connection with the loss of life, personal and bodily injury, and damage to property arising from any accident or occurrence upon said locations, caused in whole or in part by any act or omission of Landlord, its contractors, agents, or employees. Tenant shall have no liability for any presence of any hazardous substances existing at or affecting said locations prior to the Occupancy Commencement Date of this Lease, nor be responsible for any presence of any hazardous substances that may, at any time, percolate into, onto, or under said location from a source located upon adjacent property not caused by Tenant. Landlord shall indemnify and hold Tenant harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for the settlement of claims, attorney's fees, and consultant and expert fees) arising from the presence, disposal, or release of any hazardous substances at said locations existing at or affect said locations as of the Occupancy Commencement Date of this Lease or which may occur following the Occupancy Commencement Date of this Lease as a result of any act or omission of Landlord, its contractors agents, or employees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Section 16: Environmental Matters

- 16.1. Obligations of Landlord and Tenant:** To the extent legally applicable, the parties shall comply with all federal, state, and local environmental laws and regulations in the conduct of the use of said locations, including, but not limited to, Wis. Stat. § 85.17 and Wis. Admin. Code ch. Trans 277. Except as required in the ordinary course of its business, the parties shall not permit or conduct either the generation, treatment, storage, or disposal of any hazardous substance on said locations, and to the extent permitted by law, will perform all remedial actions reasonably necessary as a result of the presence of any hazardous substances on, at, or near said locations, which such hazardous substances are located on or beneath the surface of said locations, as a result of an act or omission of the parties made pursuant to this Agreement. Any required remediation shall be paid for by WisDOT and County according to the ratio provided in WisDOT's Highway Maintenance Manual Section 02-20-35. The County will maintain the reports required under Wis. Admin. Code § Trans 277.05. The foregoing covenants shall survive the expiration of the initial term and any renewal term.
- 16.2. Notice of Claim:** Landlord and Tenant agree to provide the other party with any notice of an environmental claim made by third parties or any governmental entity related to said locations immediately after receipt of any such claim.

Section 17: Miscellaneous Provisions

- 17.1. **Governmental Regulations:** Landlord and Tenant shall operate the facility in full compliance with the requirements of all governing federal, state, and local authorities.
- 17.2. **Successors and Assigns:** This Lease may not be assigned without the written consent of the parties. All of the covenants, agreements, terms, and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and permitted assigns.
- 17.3. **Notices:** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by either United States Certified Mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, at the address listed in Sections 2.2 or 2.3, above, as the case may be, or such other address as one party shall have designated in writing to the other party hereto.
- 17.4. **Binding Effect.** The covenants, agreements, and obligations herein contained, except as otherwise specifically provided herein, shall extend to, bind, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns (but in the case of assigns, only to the extent that assignment is permitted herein). This Lease shall remain in full force and effect regardless of whether Polk County provides maintenance to WisDOT's state trunk and interstate highway system.
- 17.5. **Force Majeure:** If either party is delayed from the performance of any act required herein by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war, or like reasons not the fault of the party delayed, then the period of performance of the act shall be extended for a period equivalent to the period of delay.
- 17.6. **Surrender of Premises:** At the expiration of the initial term (if this Lease is not automatically renewed) or renewal term (if this Lease is automatically renewed) or if this Lease is terminated, Tenant shall surrender the keys to Landlord and shall inform Landlord of all combinations on locks, safes, and vaults on said locations.
- 17.7. **Governing Law:** The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Lease, with application of conflict of law principles.
- 17.8. **Invalidity of a Single Provision:** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.
- 17.9. **Languages Inclusive:** Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- 17.10. **Captions:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or paragraphs of this Lease, nor in any way affect this Lease.

- 17.11. **Quiet Enjoyment and Accessibility:** Landlord hereby covenants and agrees that if Tenant shall not then be in default beyond any period for the cure thereof, Tenant shall, at all times during the term of this Lease, have peaceable and quiet enjoyment and possession of said locations without any manner of molestation or hindrance from Landlord or any other person, firm, or corporation. Tenant shall have unimpeded access to said locations throughout the initial term and, if exercised, any renewal term to realize the permitted use described in Section 6, above.
- 17.12. **Recordable Lease:** Landlord agrees that upon Tenant's request, Landlord will promptly cause a memorandum or short form lease in accordance with the terms hereof to be recorded with the Office of the Register of Deeds for Polk County. Tenant shall submit a form of such memorandum or short form lease in recordable form to Landlord for its approval, with such approval not to be unreasonably withheld.
- 17.13. **Survival:** All representations, warranties, and other agreements described in this Lease shall survive the expiration or termination of this Lease.
- 17.14. **Right of Entry:** Landlord shall have unimpeded access to said locations throughout the initial term and, if applicable, any renewal term to realize the permitted use described in Section 6, above. Only properly authorized County personnel or contractors shall store, handle, or remove sand or salt on or from said locations.
- 17.15. **Entire Agreement:** This Lease and the exhibits referenced in it contain the entire agreement between the parties and shall not be modified in any manner except by written amendment attached to this Lease and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

23

Landlord:

Tenant:

Polk County

Wisconsin Department of Transportation
Regional Operations Manager


By: Sharon Jorgenson

By: Tom Beekman

Dated this 17 day of October, 2017

Dated this ___ day of _____, 2017

Wisconsin Department of Transportation
Statewide Maintenance Engineer

By: James Hughes

Dated this ___ day of _____, 2017

Polk County, WI

Legend

- Addresses
- ▬ Lakes and Rivers
- ▬ Rivers and Streams
- ▭ Sections
- ▭ Parcels
- ▬ Railroad
- ▭ Cities (Scale below 25000)
- ▭ Villages (Scale below 25000)
- ▭ Towns
- ▭ TwpRdGridweb
- ▭ Surrounding Counties
- ▭ Hospitals
- ✈ Airports
- † Cemeteries
- Ⓜ Churches
- Ⓜ Government Center
- 📖 Libraries
- 📍 Polk County Information Center
- 📧 Post Offices
- 🎓 Schools
- 🚤 Boat Access Carry In
- 🚤 Boat Access Ramp
- Public Lands
- ▭ US Highway Shield
- ▭ US Highways
- ▭ WI State Highway Shield
- ▭ State Highways
- ▭ County Road Shield
- ▭ County Road
- ▭ County Recreates
- ▭ Township Roads

0 200 400 600ft
 Scale: Feet
 Disclaimer: This map is not guaranteed to be accurate, complete, or up-to-date. The user assumes all responsibility of the information shown on this map.

Author: Wisconsin Department of Transportation
 Data Provider: Wisconsin Department of Transportation
 Date: 12/2011
 Source: Wisconsin Department of Transportation

Exhibit A Salt Shed Location

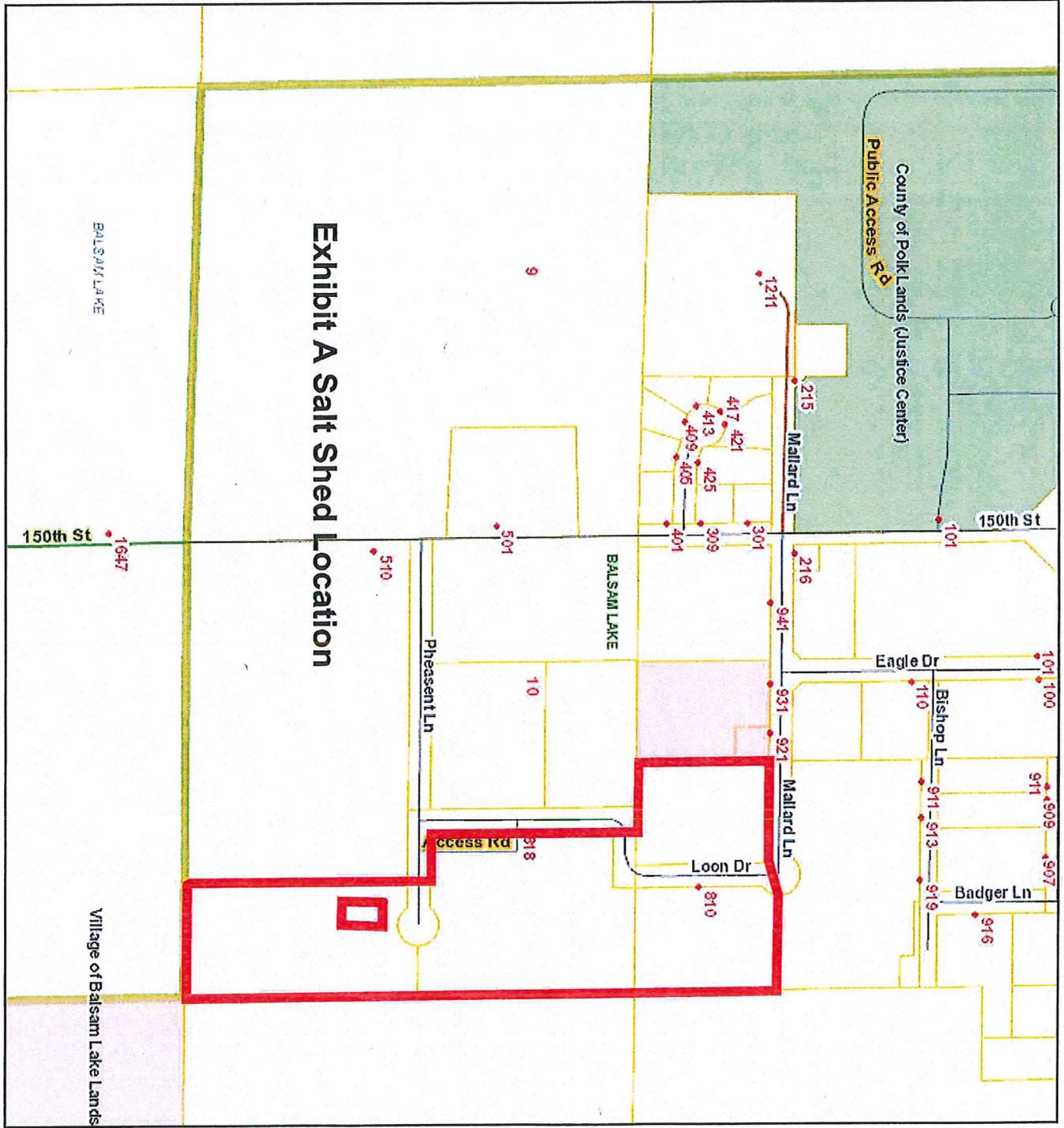
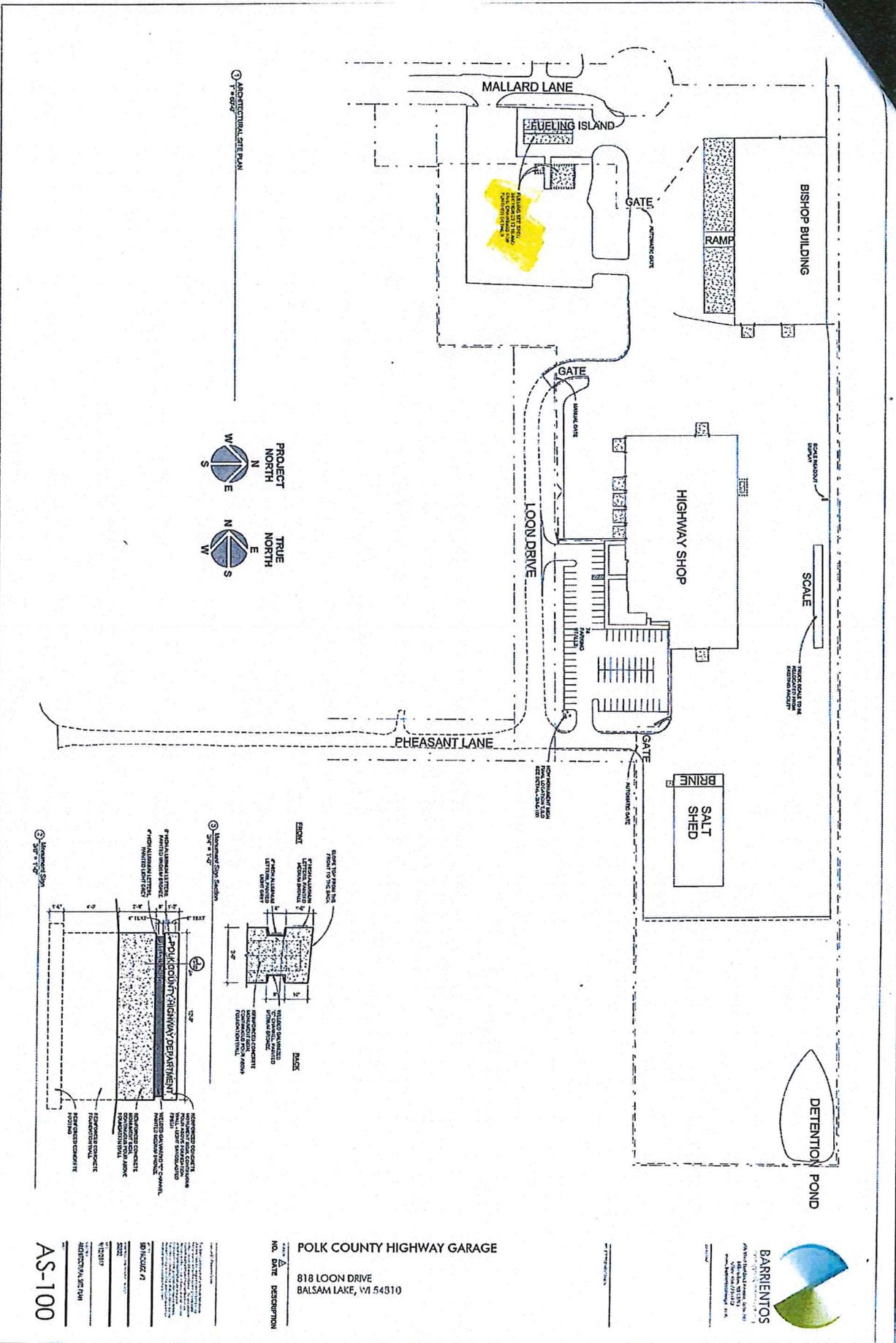
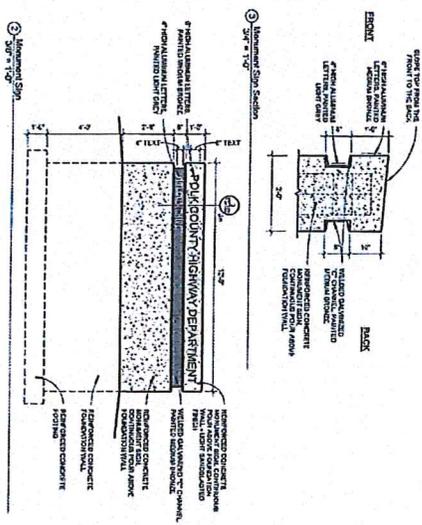
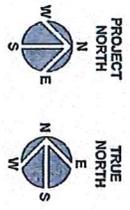


EXHIBIT "A"



① ARCHITECTURAL SITE PLAN
1" = 60'



POLK COUNTY HIGHWAY GARAGE
 818 LOON DRIVE
 BALSAM LAKE, WI 54810

NO. DATE DESCRIPTION

AS-100





Highway Maintenance Manual
 Chapter 02 Administration
 Section 20 Eligible Costs
 Subject 35 Sodium Chloride Storage

Bureau of Highway Maintenance
 January 2016

1.0 Authority

All sodium chloride storage sheds located on county property, financed by the department, shall upon installation become and remain the property of the county. (The department shall agree with the county annually to reserve its square footage of any shed for storage of state salt.) The county will insure and maintain these facilities. The county shall be responsible for communicating with the vendor concerns about warranty items related to the facilities.

The department shall pay a portion of the costs of maintenance, repairs, regulatory fees, and depreciation of storage facilities for sodium chloride. The payment calculation is dependent upon who funded the construction of the facility. The 2016 reimbursement will be paid in January based on 2014 costs.

2.0 Definition of Cost

1. For all sodium chloride storage facilities located on county property, the maintenance and repair costs shall be shared using the ratio of department sodium chloride purchased (in tons) to the total of all sodium chloride purchased by the department and county in the prior year.
2. The department shall share in the depreciation costs for facilities when the department's sodium chloride purchases for the year exceed the department-financed capacity in the county. The share is determined by multiplying depreciation costs by the ratio of department purchases (in tons) exceeding department-financed capacity to total purchases less department financed capacity.

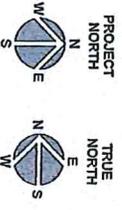
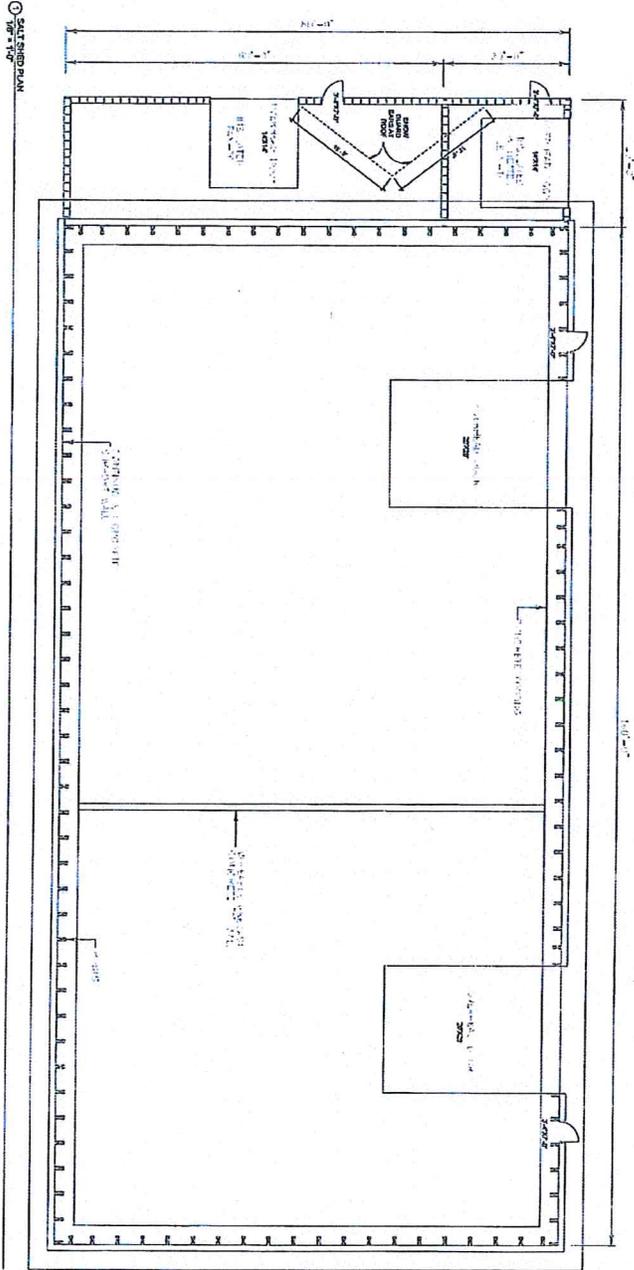
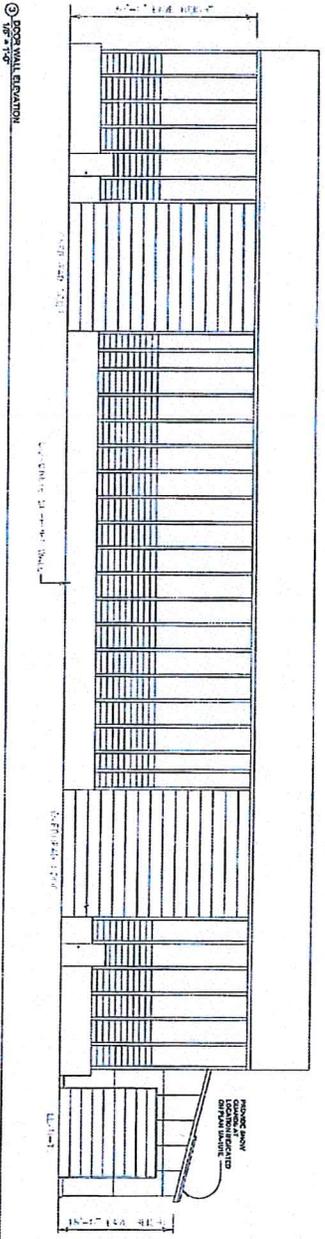
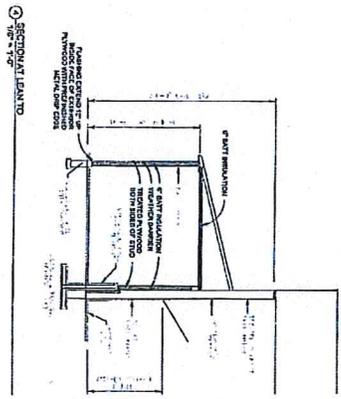
3.0 Replacement of State Financed Winter Maintenance Equipment

Once the state financed equipment is taken out of service, if the county chooses to purchase replacement equipment, the acquisition and O & M costs of the replacement equipment will be initially paid for by the county and then reimbursed by the state through the normal equipment rate formula.

In those instances where a unit of State financed equipment is past the end of its originally projected service life, the department will recognize the substantive refurbishment of the existing unit of state financed equipment by the county as an equipment replacement. A substantive refurbishment means major repairs and maintenance. It is further defined as repairs costing in excess of the equipment's remaining residual value or typically 15% of the original purchase price of the equipment.

The county will finance the substantive refurbishment and will recover its investment by charging the state or another county a mutually agreed upon rate for the use of this equipment. This non-standard equipment rate will be determined jointly by the department and the county and is subject to normal equipment rate review by the Machinery Management Committee.

EXHIBIT "C"



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POLK COUNTY HIGHWAY GARAGE
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NO.	DATE	DESCRIPTION
1	10/1/10	ISSUED FOR PERMITS
2	10/1/10	ISSUED FOR CONSTRUCTION
3	10/1/10	ISSUED FOR AS-BUILT
4	10/1/10	ISSUED FOR FINAL
5	10/1/10	ISSUED FOR ARCHIVE

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