



POLK COUNTY, WISCONSIN

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Sharon Jorgenson, County Clerk
100 Polk Plaza, Suite 110, Balsam Lake, WI 54810
Phone (715) 485-9226 Email Sharon.Jorgenson@co.polk.wi.us

AMENDED AGENDA AND NOTICE OF MEETING

ENVIRONMENTAL SERVICES COMMITTEE

Government Center, 100 Polk County Plaza, Balsam Lake, WI 54810

County Board Room

Wednesday, February 6, 2019 at 9:00 a.m.

A quorum of the County Board may be present

¹Amendments Added or Revised in Amended Notice Issued February 1, 2019

Materials – Agenda, Minutes of January 23, 2019 Meeting; 2019 Work Plan.

1. Call to order
2. Approval of agenda
3. Approval of minutes for January 23, 2019
4. Public Comments – 3 minutes per person – not to exceed 30 minutes total
5. Receipt of Information on Matters Noticed from Supervisors not Seated as Committee Members
6. Land Conservation/Land and Water Resources
7. Review and Approve 2018 Wildlife Damage Abatement Claims – Chad Alberg USDA Wildlife Services
8. Parks, Recreation, Trails and Forestry:
 9. Trail Management – Update on WDNR Review of Master Plans for Stower Seven Lakes State Trail and Cattail State Trail
 10. Trail Management – Develop Work Plan for Revision and Variance to Master Plan for Gandy Dancer State Trail
11. Resolution No. 10-19: Resolution Concerning the Request of the Village of Luck for Cost-Sharing on Project to Replace South Shore Drive Culvert and Big Butternut Lake Dam
12. ¹Consideration of Joint Offer of Kwik Trip and Dan Tronrud to Purchase Tax Delinquent Lands Located in the Village of Osceola

**** CLOSED SESSION****

On matters noticed as Item 11 and 12, the Committee may go into closed session, as follows:

Pursuant to Wisconsin Statute § 19.85(1)(g), the Committee may convene in closed session for the purpose of conferring with legal counsel for Polk County who is rendering oral or written advice concerning strategy to be adopted by the Committee as

a recommendation to the County Board on with respect to anticipated litigation in which the County is or is likely to become involved.

Pursuant to Wisconsin Statute Section 19.85 (1)(e), the Committee may convene in closed session for the purpose of deliberating upon a negotiation strategy ultimately to be adopted by the County Board with respect to the noticed offer to purchase, because bargaining reasons exist in considering and responding to said offer to purchase such tax delinquent lands.

Following the closed session the Committee will convene in open session to make an announcement on matters acted upon in closed session and to take up, consider and act upon in open session those subject matters noticed for consideration or action on this meeting notice for open session or closed session.

13. Planning and Zoning:

Public Hearing and Recommendation- 10:00 a.m.

- Proposed amendments to the Polk County Comprehensive Land Use, Shoreland Protection Zoning, and Chapter 18 Subdivision Ordinances. The comprehensive and shoreland ordinance amendments allow reduced private road setbacks if town approval is received and change the maximum accessory building height from 25 feet to 35 feet. The amendments to the Polk County Chapter 18 Subdivision Ordinance remove all unenforceable road standards.
- Following the public hearing, the Committee will deliberate and develop recommendations concerning the enactment of the proposed amendments to the zoning ordinances.

14. Discussion and Update on New Shoreland Zoning Map and Ordinance
Including General Zoning Districts

15. Preliminary Plat Review: Ryan Subdivision; Section 36, Town of Lincoln

16. Consideration of Change in Board of Adjustment Fees for Variances and Administrative Appeals.

17. Resolution No. 12-19: Resolution to Approve Zoning Ordinance Amendment for the Town of St Croix Falls – Town of St Croix Falls Resolution No. 19-02: Recommendation on Town of St Croix Falls Ordinance Amendment – Ordinance 19-01

18. Committee Calendar and Identification of Subject Matters for Upcoming Meetings

19. Adjourn

Items on the agenda not necessarily presented in the order listed. 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. Requests are confidential.

OFFER TO PURCHASE

Kwik Trip, Inc., a Wisconsin corporation, with offices located at 1626 Oak Street, La Crosse, Wisconsin 54603 or its assigns ("Buyer") offers to purchase from Polk County, Wisconsin, with offices located at 100 Polk County Plaza, No. 3220, Balsam Lake, Wisconsin 54810 ("Seller"), certain real estate located on Ridge Road, Village of Osceola, Wisconsin (Parcel Nos. 165-00612-0000 and 165-00613-0000), as generally described and generally depicted on attached Exhibit A (the legal description of which shall be verified by an ALTA survey to be commissioned by Buyer), together with easements, access rights, and privileges appurtenant thereto, and rights, title and interest in and to any land lying in the bed of any adjoining road or alley ("Property"), on the following terms and conditions.

Earnest money of Ten Thousand and 00/100 Dollars (\$10,000.00) shall be tendered within ten (10) days from acceptance of this Offer. All earnest money paid shall be held in the trust account of Buyer's title company ("Title Company") and shall be applied toward payment of the purchase price. If this Offer is not accepted on or before February 22, 2019 this Offer shall become null and void.

Upon acceptance of this Offer by Seller and Buyer, this Offer shall constitute an agreement for the purchase and sale of the Property ("Agreement") on the following terms and conditions:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Property. Seller will validly sell and deliver to Buyer, by general warranty deed, free and clear of all defects, liens and encumbrances, except for current taxes not yet delinquent, and Buyer will accept and acquire at Closing, the Property.

1.2 Purchase Price for Real Property.

(a) Amount and Payment. The purchase price for the Property shall be Three Hundred Twenty-five Thousand and 00/100 Dollars (\$325,000.00) ("Purchase Price"), which shall be payable, less earnest money and other closing adjustments, at Closing via wire transfer by the Title Company.

(b) Closing Adjustments.

(i) Real estate taxes shall be prorated as of the Closing Date. If tax bills for the year of the Closing Date are not available as of the Closing Date, such proration shall be based upon the tax bills for the calendar year immediately preceding the calendar year in which the Closing Date occurs, and Seller's proportionate share thereof shall be deducted from the purchase price payable hereunder; and

(ii) All utility charges, if any, for the Property shall be metered as of the Closing Date and paid by Seller on or immediately after the Closing Date without the requirement of proration. Utility charges which cannot be so metered shall be prorated on the basis of the last period for which a statement is available.

1.3. Personal Property. There is no personal property included in the sale.

2. NO ASSUMPTION OF LIABILITIES. BUYER DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY OF SELLER'S OBLIGATIONS OR LIABILITIES OF ANY NATURE WHATSOEVER, AND THE SAME SHALL CONTINUE TO BE THE RESPONSIBILITY OF SELLER.

3. WARRANTIES OF SELLER. Seller warrants to Buyer and agrees that:

3.1 Compliance. Seller will comply with all applicable laws as may be required for the valid and effective transfer of the Property to Buyer.

3.2 Absence of Consents, Liabilities and Litigation. No consent or authorization is required for the consummation by Seller of the transactions contemplated hereby. There is no lease, agreement, mortgage, financing statement, security agreement or other instrument to which Seller is a party and by which the Property is subject or bound. There is no liability, order, judgment, stipulation, consent decree or obligation of any kind whatsoever to which the Property will be subject following consummation of the transactions contemplated hereby. There is no legal proceeding or investigation pending or threatened against Seller or the Property, which could materially and adversely affect it, nor has Seller committed any act which could give rise to any such legal proceeding or investigation.

3.3 Property.

(a) Title. Seller will have, as of the Closing Date, good and marketable title to and undisputed possession of the Property. Seller's title will be as of Closing Date free and clear of all defects, liens, and encumbrances not approved by Buyer in writing, including, without limitation, all claims of parties in possession, unpaid taxes and special assessments, easements, rights-of-way, mortgages, judgments, encumbrances, leases, tenancies, franchise agreements, restrictive covenants, encroachments, party wall agreements, mineral interests, or other matters not acceptable to Buyer. Seller's title has not been disputed and no person or entity has any option to purchase, contract for the purchase of, or claim to or against the Property for any reason whatsoever.

(b) Quantity. The Property consists of approximately 77.95 acres, all of which is located outside of adjacent streets.

(c) Condition. There are no underground storage tanks or wells located on the Property. There is no solid waste located on the Property.

(d) Matters Affecting the Property. Seller has no notice or knowledge of: (i) actions, corrective actions, special proceedings, bankruptcies or probate proceedings affecting the Property; (ii) any planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property; (iii) any order requiring any repairs to or corrections of any existing conditions of the Property; (iv) any violation of any subdivision, land use, zoning, building or environmental laws or governmental requirements affecting the Property

or the ownership, occupancy or use thereof or the proposed use and development of the Property thereof by Buyer; (v) any planned or pending condemnation with respect to the Property or any part thereof; or (vi) any spill, overflow, release or leak incident from any underground storage tank impacting or which may impact the Property and/or adjacent ground water. No structures situated on adjacent properties encroach onto the Property. A right of access exists to, and the Property extends to the street line of all adjacent streets. Adequate governmental authority exists to maintain the access to public streets currently existing from the Property. All bills and charges for work, labor and services rendered and materials furnished in the improvement of the Property have been paid and no person or entity has filed or has a right to file a mechanic's lien therefor. The Property is not located within a flood plain. Seller has no notice or knowledge of any accumulation in or about the Property and adjacent groundwater of: (i) petroleum, PCBs, asbestos, urea formaldehyde or any hazardous waste or toxic, pollutant, contaminant or other substance regulated by any state or federal statute including the Solid Waste Disposal Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901) or the Toxic Substance Control Act (15 U.S.C. Sec. 2604) or by any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such substances or wastes; or (ii) other substances of public health concern.

3.4 Warranties True at Closing; Survival of Warranties. Each of the warranties of Seller set forth herein or in any exhibit or instrument delivered pursuant hereto shall be true and correct on the Closing Date as if made again on and as of the Closing Date, shall be effective regardless of any investigation that may have been or may be made by or on behalf of Buyer, and shall survive the Closing Date.

4. CLOSING DATE. Closing shall take place on or before June 30, 2019; or at such other time as shall be mutually agreed upon. The date and event of closing are, respectively, herein referred to as "Closing Date" and "Closing". Closing shall be held via mail through Buyer's title company or such other place as shall be mutually agreed upon.

5. COVENANTS OF SELLER.

5.1 Conduct Pending Closing Date. Seller agrees to provide Buyer with full access to examine the Property. Seller shall furnish Buyer with copies of all deeds, restrictive covenants, easements, financing statements, lis pendens, leases, agreements, mortgages, security agreements or other instruments to which Seller is a party and/or by which the Property is subject or bound. Seller shall advise Buyer fully as to any agreements, leases or tenancies not in writing affecting the Property. Pending Closing, Seller agrees to cooperate with Buyer in obtaining the permits, approvals and licenses necessary for Buyer's ownership and operation of the Property.

5.2 Title Insurance. Seller shall provide Buyer existing title policies and/or abstracts of the Property within ten (10) days from acceptance of this Offer. Buyer shall obtain a commitment to issue an ALTA Form 2006 owner's title insurance policy in the amount of the Purchase Price. All expense incurred in obtaining such commitment and in paying the premium charge for the final title policy shall be paid by Seller. Such title commitment shall show good and marketable title to the Property in Seller subject only to exceptions or encumbrances

acceptable to Buyer. Should Buyer notify Seller in writing of any title matters (exceptions to title or exclusions from title) not acceptable to Buyer ("Title Defect"), Seller shall utilize its best efforts to correct such title matters. Seller shall have thirty (30) days from delivery of Buyer's notice to have such title matters removed from the title commitment and/or to have the title insurance company commit to insure against any loss or damage which may arise or result from such title matters, and in such event, Closing shall be forty-five (45) days after delivery of Buyer's notice or the Closing Date, whichever is later. If Seller is unable to correct such title matters within the appropriate thirty (30) day period, Buyer may, at its option, take all necessary action to do so, and deduct all costs thereof from the purchase price payable hereunder. Buyer shall have all necessary time to correct such title matters provided Buyer proceeds with reasonable diligence. If Buyer is unable to correct such title matters or opts not to attempt to do so, Buyer may in its sole discretion terminate this Agreement without any liability by written notice to Seller.

5.3 Survey; Certification.

(a) Seller will provide Buyer with all surveys of the Property in its possession. Buyer shall obtain an updated survey of the Property, and Seller agrees to cooperate with Buyer in obtaining such survey. All expenses incurred in obtaining such survey shall be paid by Buyer. Such survey shall be prepared in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Title Association and the American Congress on Surveying and Mapping in 2016, and shall include a proper and complete legal description of such Property and shall show: (i) external boundaries of such Property and the length and direction of each dimension; (ii) access to and names of the nearest or adjacent public roads; (iii) the locations of all recorded easements; (iv) the locations of any flood plains; (v) the legal description and street address of such Property and the number of square feet within such property; (vi) setback requirements; (vii) physical encroachments onto such Property and from such Property onto adjacent property; (viii) the locations of monuments at corners; (ix) the locations of all improvements; (x) the locations of all utilities and if they have not been extended to the boundary of such Property, the nearest point from which they could be extended to such Property; (xi) the locations of all concrete pads, stand pipes, vent pipes and filler pipes; (xii) the topography of the Property at two foot intervals; and (xiii) other information necessary or required by the title company to remove the "survey" exception in the title commitment;

(b) The survey described above shall contain a certification by the surveyor to Buyer and all those who may purchase, take a mortgage on or insure title to the Property described therein within one (1) year from the date of said survey that (i) the information, courses, and distances shown are correct, (ii) the title lines and lines of actual possession are the same, (iii) the size, location and type of buildings and improvements are as shown and all are within the boundary lines and applicable setback lines of such Property, (iv) there are no violations of zoning ordinances or restrictions with reference to the location, size or height of said buildings and improvements, (v) there are no easements or uses affecting such Property appearing from a careful inspection of the same, other than as shown on the commitment of title insurance described in Section 5.2 hereof and depicted thereon, (vi) there are no encroachments affecting such Property except as shown on the survey, and (vii) no part of such Property lies within a flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only).

5.4 Transfer Fees. Seller shall be responsible for and shall pay all state transfer fees and/or deed taxes imposed with respect to the transfer of the Property to Buyer.

5.5 Nonforeign Affidavit. Seller shall deliver to Buyer at Closing Seller's affidavit that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in and in accordance with the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder).

5.6 Further Instruments. On Closing Date, or thereafter if necessary, Seller shall, without cost or expense to Buyer, execute and deliver to or cause to be executed and delivered to Buyer such further instruments of transfer and conveyance as Buyer may reasonably request, and take such other action as Buyer may reasonably require to carry out more effectively the sale and transfer of the Property contemplated by this Agreement and to protect the right, title and interest of Buyer in and enjoyment by Buyer of the Property.

6. MUTUAL COVENANTS AND WARRANTIES.

6.1 Special Assessments. Special assessments, if any, for work on the site of the Property commenced and any areawide assessments or charges for work plans adopted prior to or on Closing Date shall be paid by Seller. Special assessments, if any, for work on such site of the Property commenced after Closing Date, shall be paid by Buyer. Seller shall pay any agricultural penalty/back taxes on the Property which are due and payable through the Closing Date.

6.2 Eminent Domain. If all or any portion of the Property or points of access thereto are condemned by public or quasi-public authority prior to Closing, Seller immediately shall notify Buyer thereof and of the portion of the Property which shall have been condemned. Buyer may, in its sole discretion, terminate this Agreement without any liability by written notice to Seller within fifteen (15) days following notice of such condemnation.

6.3 Binding Obligation. Seller warrants to Buyer and Buyer warrants to Seller that this Agreement constitutes its valid and legally binding obligation enforceable against it in accordance with the provisions hereof.

6.4 Specific Performance. Buyer shall have the right to specific performance, upon tender of payment by Buyer, of each of the agreements and obligations of Seller to be performed hereunder by Seller, in addition to all other remedies Buyer may have at law or in equity.

6.5 Property Testing. Buyer, at Buyer's expense, may enter upon the Property to conduct such tests and make such examinations, including soil, boring and environmental tests, as Buyer deems necessary. In the event the results of tests or examinations conducted by Buyer or Buyer's representative(s) do not verify that there is no accumulation in or about the Property or adjacent groundwater of petroleum, PCBs or any hazardous waste or toxic pollutant, contaminant or other substance regulated by any state or federal statute including Solid Waste Disposal Act, as amended, the Comprehensive Environmental Response, Compensation, and

Liability Act of 1980, as amended (42 U.S.C. Sec. 9601), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901) or the Toxic Substance Control Act (15 U.S.C. Sec. 2604) or by any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such substances or wastes, or other substances of public health concern, or if Seller acknowledges that the Property is contaminated by any such waste or substances, Buyer may in its sole discretion, terminate this Agreement.

6.6 Property Exchange. At the option of Seller, Seller may choose to be paid the Purchase Price through a tax-free land exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 as amended. In the event the Seller elects the method of payment as a tax-free land exchange, Seller shall pay all expenses relating to the purchase and assignment of the exchanged land. Seller agrees that an escrow agent, chosen by Seller, shall acquire the exchange property and that Buyer shall not take title to said exchange property. Buyer makes no warranty and assumes no liability in the event the Internal Revenue Service determines that said exchange is not a tax-free exchange pursuant to Internal Revenue Code Regulations.

7. TERMINATION OF AGREEMENT.

7.1 Causes. This Agreement, unless sooner terminated in accordance with the provisions hereof, may be terminated prior to Closing by:

- (a) mutual consent of the parties;
- (b) written notice from Buyer to Seller, if there has been a material misrepresentation or breach by Seller in the warranties or covenants of Seller set forth herein, or if any of the conditions set forth herein have not been satisfied or waived by Buyer in writing or Closing has not occurred by the Closing Date or the date of such notice, whichever is later; or
- (c) written notice from Seller to Buyer if there has been a material misrepresentation or breach by Buyer in the warranties or covenants of Buyer set forth herein.

7.2 Effect of Termination. If this Agreement is terminated in accordance with the provisions hereof, all earnest money paid hereunder shall be immediately paid or returned to Buyer. In the event of a wrongful termination of this Agreement by Buyer, all earnest money paid hereunder shall be paid to or retained by Seller as liquidated damages and as Seller's sole remedy.

7.3 Right to Proceed. If any of the conditions set forth herein have not been satisfied, Buyer may waive its rights to have such conditions satisfied and may proceed with the transactions contemplated hereby.

8. CONDITIONS. Each of the agreements and obligations of Buyer to be performed hereunder by Buyer are conditional on the satisfaction of the following conditions:

8.1 Acts to be Performed. Each of the agreements and obligations of Seller to be performed hereunder by Seller on or before the Closing Date shall have been duly performed.

8.2 Warranties True at Closing. Each of the warranties of Seller set forth herein or in any exhibit or instrument delivered pursuant hereto shall be true and correct on and as to Closing Date.

8.3 Absence of Changes and Litigation. There shall have been no material adverse change in the Property, and there shall not have been any occurrence, event, or set of circumstances, which might reasonably be expected to result in any such material adverse change before or after Closing Date. There shall be no proceeding or investigation pending or threatened against Seller or Buyer or affecting the Property which, in the reasonable judgment of Buyer, would make the consummation of the transactions contemplated by this Agreement inadvisable.

8.4 Due Diligence; Survey; Site Investigation. On or before June 30, 2019 ("Contingency Date"), Buyer shall have obtained: (i) a satisfactory outcome to its due diligence investigation with respect to the Property; (ii) Buyer's satisfactory review of the zoning of the Property to determine that the Property is adequate for Buyer's intended development and use of the Property; (iii) a satisfactory survey and site investigation verifying Seller's warranties with respect to the Property; (iv) a satisfactory outcome to its soil, boring and environmental testing; (v) satisfactory evidence that the Property and the contemplated operation and use of the Property by Buyer complies with all applicable laws; and (vi) determination within Buyer's sole discretion, that the Property is economically viable for Buyer's intended development and use of the Property.

8.5 Instruments of Transfer. At least seven (7) days prior to Closing, Seller shall have delivered to Buyer for review and approval, drafts of such instrument or instruments of transfer and conveyance regarding the Property of the nature hereinbefore specified. Once reviewed and approved by Buyer, all original signed documents shall be deposited with the Title Company to be held in trust until the Closing Date.

8.6 Survey. On or before the Contingency Date, Buyer shall have reviewed and approved of the survey as described in Section 5.3 hereof, which shall show, to the complete satisfaction of Buyer, with respect to the Property that: (i) there are no violations of zoning ordinances or any other restrictions with reference to the size, height or location of the buildings and other improvements located on the Property, including those to be constructed by Buyer; (ii) there are no easements, recorded or apparent, or other uses which adversely affect the Property or Buyer's use thereof; (iii) there are no encroachments onto the Property or of improvements on the Property onto adjoining land; (iv) the Property does not lie within a flood or lakeshore erosion hazard area as shown on any map published by the Federal Emergency Management Agency, the U.S. Department of Housing and Urban Development or the Wisconsin Department of Natural Resources; (v) the Property is adequate, within Buyer's sole discretion, for its construction, operation and use as a Kwik Trip convenience store/fueling station and car wash; and (vi) no other condition exists which would unreasonably interfere with or restrict Buyer's use of the Property for the purposes for which it was intended or delay Buyer's development of the Property. Any nonconformity herewith shall be deemed a Title Defect as defined herein.

8.7 Title Insurance. On or before the Closing Date, Buyer shall have received and approved the title insurance commitment referred to in Section 5.2 hereof.

Buyer may acknowledge satisfaction or waiver of any of the foregoing conditions, only by delivering written notice of satisfaction or waiver to Seller on or before the Contingency Date. If Buyer does not acknowledge in writing the satisfaction of one or more of the foregoing conditions (or otherwise waive the same in writing) on or before the Contingency Date, then this Agreement shall automatically be deemed to be null and void, without action required of either party, the Earnest Money (and all interest) shall be returned to Buyer, and Buyer and Seller shall thereafter be released from any liability or obligation hereunder.

Notwithstanding anything contained herein to the contrary, it shall be a condition of Buyer's obligation to close this transaction that (i) the representations and warranties made by Seller in Section 5 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time; (ii) Seller shall have complied with all of the terms and conditions contained in this Agreement; and (iii) the status and marketability of title shall have been established to Buyer's satisfaction in accordance with this Agreement.

9. **NOTICES.** Any notice required or permitted hereunder shall be in writing and shall be considered delivered in all respects when it has been delivered by hand or mailed via UPS Overnight Mail to Buyer or to Seller at their respective address first above written, or electronically via e-mail to Seller at jefff@co.polk.wi.us, or to Buyer at STeigen@kwiktrip.com with a copy to JLong@kwiktrip.com.

10. **BROKERAGE.** Seller and Buyer respectively warrant to each other that no person provided services as a broker or finder with respect to the transaction contemplated hereby.

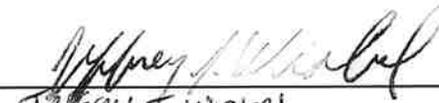
11. **MISCELLANEOUS.** This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and shall be binding upon the parties and their respective heirs, successors and assigns. There are no agreements or understandings between the parties other than those set forth herein or in a written instrument executed simultaneously herewith. This Agreement may be amended and any of the provisions hereof may be waived, only by a written instrument executed on behalf of all of the parties or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter. Time is deemed to be of the essence with respect to all of the provisions hereof.

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Executed as of February 1, 2019.

BUYER:
KWIK TRIP, INC.

By:



Its:

Jeffrey J. Wrabel
VP, CFO & Treasurer

Accepted as of _____, 2019, and Seller acknowledges that upon such acceptance this Offer shall constitute an agreement for the purchase and sale of the Property on the foregoing terms and conditions.

SELLER:
POLK COUNTY, WISCONSIN

By:

Jeffrey Fuge

Its:

County Administrator

EXHIBIT A
PROPERTY

Property located on:
Ridge Road
Osceola, Wisconsin
(Parcel Nos. 165-00612-0000 and 165-00613-0000)

See attached depiction and the Polk County Parcel Information Sheets related to the Property

[Seller shall provide to Buyer a complete legal description of the Property within ten (10) days from acceptance of this Offer]



Alt. Parcel #:

VILLAGE OF OSCEOLA
POLK COUNTY,
WISCONSIN

Owner and Mailing Address: POLK COUNTY (TAX DEED) 100 POLK COUNTY PLZ BALSAM LAKE WI 54810		Co-Owner(s):	
Districts:		Physical Property Address(es): Information Not Available	
Dist#	Description	Parcel History:	
1700	WITC DISTRICT	Date	Doc #
4165	OSCEOLA SCHOOL DIST	09/04/2015	833279
0107	OSCEOLA FIRE DISTRICT	09/25/2012	800938
Legal Description: OUTLOT 176 OF THE OUTLOT PLAT LOC IN THE VILLAGE OF OSCEOLA (SOMETIMES INCORRECTLY REFERRED TO AS THE ASSESSORS PLAT) ... <i>more...</i>		Vol/Page	Type
Acres: 38.450		29/179	CSM
		/	FINDF
		956/911	PRD
		956/910	DOMLET
		<i>more...</i>	

Plat	Tract (S-T-R 40% 160% GL)	Block/Condo Bldg
* OUTO-OUTLOTS V OSCEOLA	27-33N-19W	LOT 176

2018 Valuations: Values Last Changed on 09/26/2016

Class and Description	Acres	Land	Improvement	Total
X3-COUNTY	38.446	0.00	0.00	0.00
Totals for 2018				
General Property	0	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00
Totals for 2017				
General Property	0.000	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00

2018 Taxes	Bill #	Fair Market Value:	Assessment Ratio:
	40918	0.00	0.9308

	Amt Due	Amt Paid	Balance	Installments	
Net Tax	0.00	0.00	0.00		
Special Assessments	0.00	0.00	0.00		
Special Charges	11.20	0.00	11.20		
Delinquent Charges	0.00	0.00	0.00		
Private Forest Crop	0.00	0.00	0.00		
Woodland Tax	0.00	0.00	0.00		
Managed Forest Land	0.00	0.00	0.00		
Prop Tax Interest		0.00	0.00		
Spec Tax Interest		0.00	0.00		
Prop Tax Penalty		0.00	0.00		
Spec Tax Penalty		0.00	0.00		
Other Charges	0.00	0.00	0.00		
TOTAL	11.20	0.00	11.20		
<i>Interest Calculated For 12/20/2018</i>					
				End Date	Total
				1	01/31/2019
				2	07/31/2019
				Net Mill Rate 0.021043927	
				Gross Tax 0.00	
				School Credit 0.00	
				Total 0.00	
				First Dollar Credit 0.00	
				Lottery Credit 0 Claims 0.00	
				Net Tax 0.00	

Key

* Primary

Alt. Parcel #:

VILLAGE OF OSCEOLA
POLK COUNTY,
WISCONSIN

Owner and Mailing Address: POLK COUNTY (TAX DEED) 100 POLK COUNTY PLZ BALSAM LAKE WI 54810		Co-Owner(s):	
Districts:		Physical Property Address(es): Information Not Available	
Dist#	Description	Parcel History:	
1700	WITC DISTRICT	Date	Doc #
4165	OSCEOLA SCHOOL DIST	09/25/2012	800938
0107	OSCEOLA FIRE DISTRICT	07/26/2004	683955
		07/26/2004	683956
			674/807
			more...
Legal Description: OUTLOT 177 OF THE OUTLOT PLAT LOC IN THE VILLAGE OF OSCEOLA (SOMETIMES INCORRECTLY REFERRED TO AS THE ASSESSORS PLAT)		Acres: 39.500	

Plat	Tract (S-T-R 40¼ 160¼ GL)	Block/Condo Bldg
* OUTO-OUTLOTS V OSCEOLA	27-33N-19W	LOT 177

2018 Valuations: Values Last Changed on 05/15/2013

Class and Description	Acres	Land	Improvement	Total
X3-COUNTY	39.500	0.00	0.00	0.00
Totals for 2018				
General Property	0	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00
Totals for 2017				
General Property	0.000	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00

2018 Taxes Bill # 40919 Fair Market Value: 0.00 Assessment Ratio: 0.9308

	Amt Due	Amt Paid	Balance	Installments	
				End Date	Total
Net Tax	0.00	0.00	0.00	1	01/31/2019
Special Assessments	0.00	0.00	0.00	2	07/31/2019
Special Charges	11.20	0.00	11.20		11.20
Delinquent Charges	0.00	0.00	0.00		0.00
Private Forest Crop	0.00	0.00	0.00	Net Mill Rate 0.021043927	
Woodland Tax	0.00	0.00	0.00	Gross Tax 0.00	
Managed Forest Land	0.00	0.00	0.00	School Credit 0.00	
Prop Tax Interest		0.00	0.00	Total 0.00	
Spec Tax Interest		0.00	0.00	First Dollar Credit 0.00	
Prop Tax Penalty		0.00	0.00	Lottery Credit 0 Claims 0.00	
Spec Tax Penalty		0.00	0.00	Net Tax 0.00	
Other Charges	0.00	0.00	0.00		
TOTAL	11.20	0.00	11.20		

Interest Calculated For 12/20/2018

Key

Primary

Osceola WI

Write a description for your map.

ge Rd

Legend

*KT
Here
Toward
Approx 25 Acres*

35

Jeff Fuge

From: Katie Klug <KKlug@kwiktrip.com>
Sent: Friday, February 01, 2019 2:01 PM
To: Jeff Fuge
Subject: FW: Kwik Trip Offer to Purchase 78 acres and agreement to sell 25 acres to Osceola Auto Body
Attachments: Osceola subdivided.pdf; Osceola site plan.pdf

From: Scott Teigen
Sent: Friday, February 01, 2019 1:42 PM
To: Jeff@co.polk.wi.us; brad.olson@co.polk.wi.us; doug.route@co.polk.wi.us; dean.johansen@co.polk.wi.us; christopher.nelson@co.polk.wi.us; tracy.lablanc@co.polk.wi.us; muskymasters@yahoo.com; Prichard.Mike@dorseyalumni.com; kim.oconnell@co.polk.wi.us; larry.jepsen@yahoo.com; jkluke@amerytel.net; rusty@cltcomm.net; jdemulling@centurttel.net
Cc: Dan@osceolautobody.com; Julie Long <JLong@kwiktrip.com>; Katie Klug <KKlug@kwiktrip.com>; Tom Reinhart <TReinhart@kwiktrip.com>
Subject: Kwik Trip Offer to Purchase 78 acres and agreement to sell 25 acres to Osceola Auto Body

Dear Jeff and Polk County Board of Supervisors,

Below is our letter of understanding with Dan Tronrud (Osceola Auto Body) for us to work together to acquire this 78 acres from Polk County and he will end up with 25 acres to accommodate his future expansion and growth. Also attached above is a sketch showing approximately the anticipated subdivision of this larger parcel at this point. Kwik Trip will acquire the entire property and then sell him the 25 acres he wants and needs. Dan also indicated to me that we needed to increase the Offer price to Polk County from \$250,000 to \$325,000 which we are doing. This truly is a win-win situation for the community, for Dan and for Kwik Trip.

Jeff you will receive our revised Offer today as we discussed yesterday. Thank you for sending me the contact info for your Board of Supervisors. Hopefully we can keep this on the February agenda. I have also attached a copy of our preliminary site plan for this property showing building with attached car wash, separate diesel canopy, truck parking and our typical gas canopy.

We look forward to seeing you all soon and greatly appreciate your support of this Sale. Thanks again!!!

Scott

Scott Teigen-Vice President
Kwik Trip, Inc.
700 Wolske Bay Road, Suite 280
Menomonie, WI 54751
(715) 235-6626
(715) 556-4444 Cell
(715) 235-7808 (FAX)
steigen@kwiktrip.com

KWIK TRIP INC. MISSION STATEMENT

"To serve our customers and community more efficiently than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated and to make a difference in someone's life."

From: Scott Teigen

Sent: Friday, February 1, 2019 12:32 PM

To: Dan@osceolaautobody.com

Cc: Julie Long <JLong@kwiktrip.com>; Katie Klug <KKlug@kwiktrip.com>; Tom Reinhart <TReinhart@kwiktrip.com>

Subject: Letter of Understanding/Intent to sell 25 acres

Dan,

It was great to meet you yesterday and I look forward to working together with you in our acquiring this 78 acres in Osceola and then selling you 25 acres adjacent and west of your existing property. This entire transaction is for the mutual benefit of the community of Osceola, you and your business and Kwik Trip. You want and need additional land to expand and Kwik Trip would like to build a Convenience store with fuel and car wash. We both will create additional tax base and create jobs in the community. A win-win-win!!

As we discussed and agreed our plan to accomplish these goals are as follows:

- 1) Kwik Trip will increase its Offer to Purchase (the entire 78 acres) with Polk County from \$250,000 to \$325,000.
- 2) Provided Kwik Trip is successful in the acquisition of the 78 acres, Kwik Trip will sell you 25 acres located directly west of your property with the north property line being set at a point 30 feet north of your existing auto body building (a rough sketch of the property is attached). The cost of the property will be at the same cost per acre that Kwik Trip is paying plus a shared cost of the surveying, rezoning and subdivision costs. I verified with the City today that the property is currently zoned R-3 but Kari did not foresee any issues with a rezoning for our particular uses.
- 3) Kwik Trip will handle the survey, rezoning and subdivision process in conjunction with our Convenience store with fuel, truck parking and car wash approval process. This process will take several months.
- 4) We will enter into official purchase agreement with you upon Polk County accepting our Offer to Purchase.
- 5) There will be use restrictions on the property to protect your business and ours.

We look forward to working with you through this entire transaction----as we stated yesterday when we shook hands on the deal!! Please contact me at your earliest convenience with any questions or concerns.

Scott

Scott Teigen-Vice President
Kwik Trip, Inc.
700 Wolske Bay Road, Suite 280
Menomonie, WI 54751
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POLK COUNTY, WISCONSIN

WWW.CO.POLK.WI.US

Sharon Jorgenson, County Clerk
100 Polk Plaza, Suite 110, Balsam Lake, WI 54810
Phone (715) 485-9226 Email Sharon.Jorgenson@co.polk.wi.us

AGENDA AND NOTICE OF MEETING

ENVIRONMENTAL SERVICES COMMITTEE

Government Center, 100 Polk County Plaza, Balsam Lake, WI 54810

County Board Room

Wednesday, February 6, 2019 at 9:00 a.m.

A quorum of the County Board may be present

Materials – Agenda, Minutes of January 23, 2019 Meeting; 2019 Work Plan.

1. Call to order
2. Approval of agenda
3. Approval of minutes for January 23, 2019
4. Public Comments – 3 minutes per person – not to exceed 30 minutes total
5. Receipt of Information on Matters Noticed from Supervisors not Seated as Committee Members
6. Land Conservation/Land and Water Resources
7. Review and Approve 2018 Wildlife Damage Abatement Claims – Chad Alberg USDA Wildlife Services
8. Parks, Recreation, Trails and Forestry:
9. Trail Management – Update on WDNR Review of Master Plans for Stower Seven Lakes State Trail and Cattail State Trail
10. Trail Management – Develop Work Plan for Revision and Variance to Master Plan for Gandy Dancer State Trail
11. Resolution No. 10-19: Resolution Concerning the Request of the Village of Luck for Cost-Sharing on Project to Replace South Shore Drive Culvert and Big Butternut Lake Dam

**** CLOSED SESSION**** The Committee may go into closed session under Wisconsin Statute § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to anticipated litigation in which it is or is likely to become involved.

12. Planning and Zoning:

Public Hearing and Recommendation- 10:00 a.m.

- Proposed amendments to the Polk County Comprehensive Land Use, Shoreland Protection Zoning, and Chapter 18 Subdivision Ordinances. The comprehensive and shoreland ordinance amendments allow reduced private road setbacks if town approval is received and change the maximum accessory building height from

25 feet to 35 feet. The amendments to the Polk County Chapter 18 Subdivision Ordinance remove all unenforceable road standards.

- Following the public hearing, the Committee will deliberate and develop recommendations concerning the enactment of the proposed amendments to the zoning ordinances.

13. Discussion and Update on New Shoreland Zoning Map and Ordinance Including General Zoning Districts
14. Preliminary Plat Review: Ryan Subdivision; Section 36, Town of Lincoln
15. Consideration of Change in Board of Adjustment Fees for Variances and Administrative Appeals.
16. Resolution No. 12-19: Resolution to Approve Zoning Ordinance Amendment for the Town of St Croix Falls – Town of St Croix Falls Resolution No. 19-02: Recommendation on Town of St Croix Falls Ordinance Amendment – Ordinance 19-01
17. Committee Calendar and Identification of Subject Matters for Upcoming Meetings
18. Adjourn

Items on the agenda not necessarily presented in the order listed. 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. Requests are confidential.



POLK COUNTY, WISCONSIN

WWW.CO.POLK.WI.US

Sharon Jorgenson, County Clerk
100 Polk Plaza, Suite 110, Balsam Lake, WI 54810
Phone (715) 485-9226 Email Sharon.Jorgenson @co.polk.wi.us

MINUTES

Environmental Services Committee

Government Center County Board Room
100 Polk County Plaza Balsam Lake, WI 54810
9:00 A.M. Wednesday, January 23, 2019

Member Attendance

Attendee Name	Title	Status
Kim O'Connell	Chair	Present
Tracy LaBlanc	Supervisor	Present
Doug Route	Supervisor	Present
Brad Olson	Vice Chair	Present
Jim Edgell	Supervisor	Present
Lyle Doolittle	FSA Representative	Present

Also present were Sharon Jorgenson, County Clerk; Jeff Fuge, Interim County Administrator; Malia Malone, Corporation Counsel; Paul Heimstead, DNR Forester; Mark Gossman, Forest Administrator; members of the public and of the press. Supervisor Olson joined meeting at 9:13 a.m.

Meeting called to order by Chair O'Connell at 9:02 A.M.

Approval of Agenda- Chair O'Connell called for a **motion** to approve the amended agenda. **Motion** (Route/LaBlanc) to approve the amended agenda carried by unanimous voice vote.

Approval of Minutes – Chair O'Connell called for a **motion** to approve the minutes of the January 9, 2019 meeting. **Motion** (LaBlanc/Route) to approve the minutes of the January 9, 2019 meeting as published carried by unanimous voice vote.

Public Comment –Six public comments were received by the committee.

Receipt of Information from non-committee Supervisors on Matters Noticed – No Supervisors addressed the committee.

Chair O'Connell declared that Agenda Item #13: Timber Sale Information and Approval of Timber Sale Bids would be moved and considered before the Public Hearing on the agenda.

2019 Timber Sale Information and Bid Award. Chairman O'Connell called to the floor discussion regarding timber sales and recognized Forest Administrator Mark Gossman for the purpose of receiving information. Committee received printed bid summary information

regarding Timber Sale Bids from Forest Administrator Gossman. Chairman O’Connell called for a motion to accept the high bids from bidders noted totaling \$161,313.75 for the Forest Timber Sale. **Motion** (Olson/Route) to accept the high bids totaling \$161,313.75 as listed on the bid summary (as disclosed below per the printed hand-out information). Chair O’Connell called for a voice vote on said motion. **Motion** carried by unanimous voice vote.

Tract #	Sale Name	Contractor/Bidder	High Bids
2-17	B.C.A.S.C.T	No Bids	No Bids
1-18	Bear Track Ridge	Lauritsen	\$ 27,895.00
2-18	Mylar Grouse	Lauritsen	\$ 40,117.50
3-18	Mckinley Triple Skull	Darin Duncan	\$ 14,199.00
4-18	Number One	Lauritsen	\$ 48,425.00
5-18	Sommers Lake	Norton Lumber	\$ 30,677.25
		TOTAL	\$161,313.75

Chair O’Connell called to the floor proposed Resolution No. 04-19: Resolution to Authorize Direct Sale of Tax Delinquent Lands Located on Ridge Road, Village of Osceola – Kwik Trip Offer to Purchase. Chair O’Connell recognized Jeff Fuge, Interim Administrator for the purpose of receiving information regarding the Kwik Trip offer to purchase Tax Delinquent Properties located in the Village of Osceola. Committee received information from Interim Administrator Fuge regarding the offer to purchase. The County has received an equal offer from Osceola Auto Body and Midwest One Bank expressed interest regarding the parcels of property.

Motion (Olson/LaBlanc) to reject the Kwik Trip offer to purchase and move to County Board, **NOT** recommending Resolution No. 04-19 for passage by County Board. Chair O’Connell called for a voice vote on said motion. **Motion** to reject the Kwik Trip offer to purchase and move to County Board **NOT** recommending Resolution No. 04-19 for passage carried by unanimous voice vote.

Motion (Route/Edgell) to move parcels (Parcel 165-00612-0000 and 165-00613-0000) to public auction (after the February 19, 2019 County Board Meeting) with \$250,000 minimum bid. Chair O’Connell called for a voice vote on said motion. **Motion** to move said property parcels to public auction carried by unanimous voice vote.

Chair O’Connell brought to the floor proposed Resolution No. 10-19: Resolution Concerning the Request of the Village of Luck for Cost-Sharing on Project to Replace South Shore Drive Culvert and Big Butternut Lake Dam. The Committee received information from Interim Administrator Fuge regarding the proposed resolution. Committee will have a closed session regarding this Resolution at February 6, 2019 meeting. No action was taken on this Resolution.

Chair O’Connell recognized Jeff Fuge, Interim Administrator to report on the status of the WDNR review of County Master Plan for Stower Seven Lakes State Trail and Cattail State Trail. Committee received an update from Interim Administrator Fuge that staff will be completing a letter addressing and responding to WDNR’s letter issues November 30, 2018. Staff will distribute a copy of the letter to Supervisors and post it on the County website.

Chair O'Connell brought to the floor Ordinance No. 95-18: Amendment to Polk County Board of Adjustments Procedures Ordinance. The committee received information regarding the Ordinance from Interim Administrator Fuge. The committee received a legal opinion regarding Ordinance No. 95-18 from Corporation Counsel Malone. Corporation Counsel provided the recommendation to revise County Board Rules of Order to provide for nomination of candidates for the Board of Adjustment by the Environmental Services Committee.

Motion (O'Connell/Edgell) to propose revision of the County Board Rules of Order to add a provision that authorizes the Environmental Services Committee to recommend nominations to the Administrator for appointments to the Board of Adjustment, to move the proposed revision on to the Executive Committee, and to recommend to the County Board to defeat proposed Ordinance No. 95-18. Chair O'Connell called for a voice vote on said motion. **Motion** carried by unanimous voice vote.

Chair O'Connell called for a break at 9:54 A.M. Chair O'Connell called the meeting back in session at 10:06 A.M.

Public Hearing

Chair O'Connell opened the Public Hearing for Conditional Use Permit Application @ 10:06 A.M. Supervisor Route informed the committee that his wife visited Diane Engstrand, a caretaker at Skonewood, because they are first cousins but no discussion was made regarding the conditional use permit. Supervisor Route has no financial interest in said property, so the committee determined there was no conflict of interest. Jason Kjeseth, Zoning Administrator presented a staff report regarding the request to add two cabins on existing property. Brian Hobbs from the Polk County Health Department presented a report regarding Skonewood facilities and health department licensing to the Committee. Chair O'Connell called upon Dave Engstrand representing Skonewood to give testimony on behalf of the application. A letter of representation was received from the Skonewood Board to allow for such testimony, and one public comment in support of the permit was received. Chair O'Connell closed the Public Hearing at 10:22 A.M. Discussion. O'Connell/Kjeseth presented the findings of facts.

Findings of Fact: The committee found the following findings of fact during the hearing: facility is well maintained, water drainage way will be maintained, proposed structures meet all the required setbacks, no floodplain on the property, access to the property is off a town road, Skonewood owns the adjacent lands, septic system is adequate, not adding campsites, up to four tourist rooming houses allowed for health code, meets existing health code, one neighbor spoke in favor of the request.

Motion (Olson/LaBlanc) to approve the conditional use permit application for expanding recreational camp to include two additional dwellings. Chair O'Connell Called for a voice vote on said motion. **Motion** carried by unanimous voice vote.

Chair O'Connell brought to the floor discussion regarding amendment to Shoreland Protection Zoning Ordinance Revisions regarding general zoning districts within shoreland areas and tourist rooming house provisions. Chair O'Connell recognized Zoning Administrator Kjeseth for the purpose of receiving information regarding general zoning districts within shoreland areas. Discussion. Zoning Administrator Kjeseth will send proposed final draft to DNR regarding amendments, provide copy of proposed draft to committee members, and bring back proposed lake map to Environmental Services Committee. Consensus of committee was to use 300 feet buffer. Input will be sought from towns later during process.

Chair O'Connell called to the floor the work session on planning process for the Gandy Dancer Trail Master Plan. Corporation Counsel Malone provided information to the Committee regarding the next steps to take regarding the trail master plan. Interim Administrator Fuge proposed that preparedness meetings go forward and that the Administrator and Staff would propose the revised project plan for the Gandy Dancer Trail Master Plan.

Motion (Olson/Route) to direct staff to begin the process of revising the Gandy Dancer Trail Master Plan. Chair O'Connell called for a voice vote on said motion. **Motion** carried by unanimous voice vote.

Chair O'Connell called to the floor the discussion on the work session on the 2019 Work Plan. Committee received information from Interim Administrator Fuge regarding items that will be on the work plan.

January: Crop claim price setting, Timber Sales, Finalize next year's work plan in January, Rules of Order review/suggested changes –Jan through May

February: Review of Governors Budget, Tree replacement schedule, Wildlife Damage/Crop claims

March: Business Analysis of Lime Quarry

April: Recycling analysis/review, Tax Deed Listings

May: End of May Budget Development, Review of repairs on various dams owned by Polk County

June & July: Receipt of Annual Reports, Review of Functions

August: Review and Revision of Comprehensive Forest Plan

October: Budgets/Budget Amendments, Annual Forestry Plan

Next Meeting: February 6, 2019 at 9:00 a.m.

Possible Future Agenda items:

Feb 6 Agenda: Public Hearing, Closed session RE: Res 10-19 Butternut Dam, Country Dam property, Wildlife Damage Claims – Chad Alberg, Update on department reorganization
Feb 27 agenda – Discussion regarding Storm Water Erosion Ordinance (with public hearing set for March 27 agenda).

Motion (Olson/Edgell) to adjourn. **Motion** carried by unanimous voice vote of the committee members present. Chair O’Connell declared meeting adjourned at 11:22 a.m.

Respectfully submitted,

Sharon Jorgenson
Polk County Clerk

**STOWER SEVEN LAKES
STATE RECREATION TRAIL**

POLK COUNTY, WISCONSIN

**MASTER PLAN
October, 2018**

(Revised January 29, 2019)

Polk County Environmental Services Committee

**Kim O'Connell-Chairman
Brad Olson -Vice Chairman
Jim Edgell
Doug Route
Tracy LaBlanc**

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I. Introduction and Executive Summary

The Stower Seven Lakes Trail Master Plan is a modification of the 2004 Master Plan in order to reflect current uses allowed and prohibited on the trail. Aspects of this plan were completed by the Subcommittee, as part of the trail planning process chosen by the Environmental Services Committee of the Polk County Board of Supervisors (Appx. B). See the Public Participation section (Appx. C) of this plan for more details on the process.

This Master Plan represents the strategy of Polk County as well as various trail advocates and user groups for the development, operation, and maintenance of a 13.48 mile railroad corridor presently known as the Stower Seven Lakes Trail. The trail is located on a former Minneapolis St. Paul and Sault Ste. Marie Railroad right-of-way which begins two miles east of Dresser and extends into the City of Amery, Wisconsin. Within the City of Amery, the corridor width ranges from 60 feet wide to 180 feet wide, whereas in the rural branch of the corridor, the trail right-of-way is consistently 100 feet wide. The trail consists of approximately 174 acres and generally runs in a west to east direction. Map 1 shows the regional location of the trail. Map 2 shows the location of the trail in Polk County.

The trail right-of-way was acquired from Wisconsin Central Limited in 2003 by the WDNR under the Stewardship Program. Subsequently, a Memorandum of Understanding (MOU) was signed by the Wisconsin Department of Natural Resources (WDNR) and the County of Polk (Appx. A). Under the terms of the MOU, the WDNR granted a trail easement to Polk County designating the trail as a "State Trail" under section NR 51.73, Wis. Adm. Code.

II. Goals and Objectives

A. Goals:

- Provide and preserve a recreational trail at least 13 miles in length stretching from Dresser to Amery. The all-season trail will provide two-way traffic for bicycling, hiking, horseback riding, snowmobile use and ATV/UTV use.

B. Objectives:

- To complement present economic benefits of trails existing in Polk County and provide opportunities for economic development not reflected in current trail usage.
- To provide recreational opportunities that complement present trail opportunities in Polk County and provide recreational opportunities that presently are underrepresented in the Polk County Trail system.
- To enhance opportunities for tourism in Polk County.
- To respect the wishes and investments of landowners and communities through which the trail passes.

- To provide for recreational opportunities that promotes the health and safety of the community.
- To preserve the rural character and environmental integrity of the trail.
- To anticipate the urbanization of the area through which the trail passes and provide for possible future use of the trail as an alternative transportation system between communities.
- To provide opportunities for the greatest number of projected uses of the trail consistent with the previous objectives.

III. Management and Land Development

A. Land Acquisition and Ownership

- The WDNR acquired the rail grade right-of-way from the Wisconsin Central Limited by means of Stewardship funds. The WDNR has paid all costs to acquire the property and will maintain ownership of the entire right-of-way. Under the terms of the MOU, the WDNR has conveyed a non-exclusive easement to Polk County and other valuable considerations. The WDNR will not issue other easements that will adversely affect the use of the property for the intended trail purposes.
- Additional property may be acquired to support trail functions and unique ecosystems.

B. Uses of the Trail Corridor

1. Encouraged Primary Uses

- Bicycling
- Walking, Hiking, Jogging
- Dog sledding
- Nature and scenery viewing
- Snowmobiling: Snow covered periods. When permitted by the Polk County Parks department. Only groomed areas maybe traveled.
- ATV/UTV with stringent speed limit restrictions of 15 mph near village boundaries, housing, parks, trail heads shelters, public gathering places and business establishments to account for noise and safety on primary rail bed portion of the trail corridor (map 2).

2. Encouraged Secondary Uses

- Cross country skiing
- Snowshoeing
- Horseback riding

3. Allowed Uses
 - Administrative and maintenance vehicles
 - Pets: With restrictions including leashes, feces disposal & closed areas.
 - Small electric carts used by disabled individuals during snow-free periods
 - Vehicles on designated roadways and parking areas may operate within the trail corridor.
4. Prohibited Uses
 - Off-highway motorcycles.
 - Hunting and trapping.
 - Camping: Within the trail corridor except in designated campsites.
 - Private occupancy.
 - Conducting Business, Promotions or Advertising: Within the trail corridor.
5. Utilities
 - WDNR rules will govern
 - Polk County is the primary contact.
6. Crossings: Public roads, Private Residential, Farm, Recreation & Other
 - WDNR rules will govern
 - Polk County is the primary contact.

C. Development Program

1. Initial Development

The MOU specifies that the development of the trail is the responsibility of Polk County. The WDNR has granted an easement to Polk County for the development, maintenance and operation of the trail. It is understood that the WDNR will assist Polk County financially with trail development through available grant/aid programs.

Under the terms of the MOU, the trail will be managed by Polk County Parks Department.

2. Development Standards

In accordance with the MOU, the trail was developed in compliance with the WDNR Design Standards Handbook, WDNR “Snowmobile Trail Signing Handbook” (Publ-AA-023), and AASHTO “Guide for the Development of Bicycle Facilities” will also be followed. All structures placed in the WDNR Right-Of-Way will need prior WDNR approval.

Associated facilities, if any, will be designed and constructed in compliance with state and local building codes and the American’s With Disabilities Act.

Provide for the development, with appropriate stake-holders, of a plan to create a parallel silent-sport-only trail within the corridor separate from the original rail bed trail.

D. Operation & Maintenance Program

Polk County will have the primary responsibility for the operation and maintenance of the trail in Polk County and its contractors and cooperators. The Polk County Parks Department under the direction of the Environmental Services Committee will act as the primary agent of the County.

The daily operation of the trail will be supplemented by Polk County ordinances and park directives. Daily operation is directed and performed by the Polk County Parks Department and its contractors and cooperators. Daily routine enforcement is the responsibility of Polk County.

User fees will not exceed those established in s. 27.01, Stats., and will be subject to written approval by the WDNR. The standard state trail bicycle fees will be charged and State bicycle trail passes will be honored. Snowmobile and ATV/UTV trail pass fees and/or registration will be enforced according to WDNR requirements.

User information will include maps, brochures and signing that will provide facility, service, safety and emergency information, rules, regulations and advice on a seasonal basis.

E. Interpretation

In Polk County the trail offers many opportunities to make trail users more aware of the landscape they are traveling through. Opportunities exist to provide interpretive information on the geology, the numerous ecosystems, the native wildlife, and the cultural history of the area. Interpretation is a long-term objective that can be accomplished jointly by Polk County and local interest groups.

Assessments were done (Appx. D) and cultural resources were addressed. In the future these areas will be inspected and maintained.

F. Wildlife Management

The trail passes through many ecosystems and will provide many opportunities to observe wildlife. Due to the limited land base, many wildlife management opportunities are precluded.

G. Timber and Vegetative Management

The Vegetation adjacent to the trail is representative of the great natural diversity that occurs in Northwestern Wisconsin. Periodic maintenance will occur to enhance the vegetation as well as protect trail users and facilities. Annually, the trail will be monitored for vegetation growth and will be mowed or sprayed to maintain the minimum trail width as required by the

WIDNR. Invasive species such as buckthorn and spotted Knapweed will be treated to mitigate the spread. Hazard trees such as rotten, leaning, or tress within the minimum width of the trail, will be trimmed or cut down. Timber harvests may be conducted to maintain the minimum width of the trail and reduce hazard trees. The timber is owned by the State. The timber sale prescription and paper work will be approved by the applicable WIDNR Property Manager. In addition, all proceeds from the timber sale will be collected and reimbursed to the WDNR.

H. Management Issues

- Control of non-allowed uses will be achieved through a combination of public information, using Park and Sheriff's Department personnel.
- Vandalism to signs, bridges and the trail surface will be addressed through regular inspections, rapid repair, and enforcement.
- All existing trail crossing agreements have been reviewed to reflect the present and future uses. Requests for new crossings will be handled on an individual basis in accord with the WDNR "Department Design Standards Handbook". Routine inspection will insure compliance to crossing agreements and will ensure control of unauthorized crossings. This will require DNR real estate resources. DNR should be consulted to discuss details.
- Trespass, both to and from the trail corridor may require the use of various control options including planting, fencing, signing, surveying and law enforcement.

I. Recreation Needs and Justification

Following is Wisconsin's 2018 Statewide Recreation Opportunities Analysis (ROA), between eight Regions identifying current uses and needs. The table below is based on responses to a questionnaire sent to all county park systems in 2018.



Table 14: Existing recreation opportunities at county park properties:

The values are number of responses for each region where opportunities are available.

Activities	REGIONS									Of the counties providing data, those that provide opportunities at their county park properties	
	Great Northwest	Northwoods	Upper Lake MI	Central Winnebago Waters	Western Sands	Miss. River Corridor	Southern Gateways	Lower Lake MI	Coastal	Number	Percent
Non-motorized trail activities											
Motorized activities											
Consumptive-related activities											
Non-consumptive activities											
Other recreation activities											
Bird/wildlife watching	5	9	6	10	4	3	6	5	48	100%	
Canoeing/kayaking	5	9	6	10	4	3	6	5	48	100%	
Nature photography	5	9	6	10	4	3	6	5	48	100%	
Use of picnic areas/day use areas/beach areas	5	9	6	10	4	3	6	5	48	100%	
Dog walking on trails	5	9	6	10	4	3	5	5	47	98%	
Snowshoeing	5	9	6	10	4	3	5	5	47	98%	
Fishing	5	9	6	10	4	3	5	5	47	98%	
Cross-country skiing - on ungroomed trails	5	9	6	10	4	3	4	5	46	96%	
Hiking/walking/running on trails	5	9	6	9	4	3	5	5	46	96%	
Snowmobiling	5	9	6	10	4	1	5	5	45	94%	
Gathering berries, mushrooms, etc.	5	9	4	10	4	3	5	5	45	94%	
Paddle boarding	5	9	6	10	4	2	5	4	45	94%	
Swimming in lakes/ponds/rivers	5	9	6	10	4	2	4	5	45	94%	
Motor boating (including pontoon boats)	4	9	6	10	3	2	6	3	43	90%	
Geocaching	5	7	6	9	3	3	5	4	42	88%	
Bicycling - mountain biking	5	9	6	8	2	3	3	3	39	81%	
Bicycling - recreational/rail-trail biking	4	9	5	8	1	3	4	5	39	81%	
Bicycling - winter/fat tire biking	4	7	6	7	2	3	3	4	36	75%	
Horseback riding	5	9	5	7	2	1	3	4	36	75%	
Hunting - migratory birds	5	9	4	6	4	2	2	4	36	75%	
Hunting - big game	5	9	4	5	4	2	2	4	35	73%	
Cross-country skiing - on groomed trails	5	9	6	7	1	2	2	2	34	71%	
Hunting - small game	5	9	3	5	4	2	2	4	34	71%	
Hunting - turkey	5	9	3	5	4	2	2	4	34	71%	
Camping - tent	5	9	3	4	4	2	4	3	34	71%	
Trapping	5	9	3	5	3	1	2	3	31	65%	
Camping - RV/pop-up	5	9	3	4	4	2	2	2	31	65%	
Sledding	2	6	3	7	2	2	4	3	29	60%	
Target firearm shooting at designated ranges	4	9	2	9	1	2	-	-	27	56%	
Riding ATVs or UTVs	5	9	4	2	3	-	2	1	26	54%	
Disc golf	1	5	5	6	1	1	3	3	25	52%	
Playing sports on athletic fields	1	4	5	5	1	3	3	2	24	50%	
Target archery at designated ranges	4	8	3	4	1	1	-	1	22	46%	
Visiting dog parks	1	3	3	5	4	1	1	3	21	44%	
Ice Skating	1	5	2	5	1	1	3	2	20	42%	
Riding dual-sport motorcycles	3	8	4	1	2	-	-	-	18	38%	
Driving 4WD vehicles	4	8	3	1	1	-	-	-	17	35%	
Playing sports on courts	1	3	2	5	2	1	-	2	16	33%	
Tennis	1	4	1	5	-	-	-	1	12	25%	
Visiting splash pads	1	3	1	2	3	-	-	-	10	21%	
Counties in the region providing data	5	9	6	10	4	3	6	5			

Table 15: Trends in rec recreation participation at county park properties

The values are mean responses of trends in participation at county park properties where opportunities are available.

On County Park properties:		REGION								STATE
		Great Northwest	Northwoods	Upper Lake MI Coastal	Lake Winnebago Waters	Western Sands	Miss. River Corridor	Southern Gateways	Lower Lake MI Coastal	
Strong increase	↑↑↑									
Moderate increase	↑↑									
Slight increase	↑									
About constant	↔									
Slight decrease	↓									
Moderate decrease	↓↓									
Few or no opportunities	*									
Activity										
Bicycling - winter/fat tire biking	↑↑↑	↑↑	↑↑↑	↑↑	↑↑↑	↑↑↑	↑↑↑	↑↑	↑↑↑	↑↑↑
Camping - RV/pop-up	↑↑	↑↑	↑↑	↑↑↑	↑↑↑	↑↑↑	↑↑↑	↑↑↑	↑	↑↑↑
Bicycling - mountain biking	↑↑	↑↑	↑↑↑	↑↑↑	↑↑↑	↑↑↑	↑↑	↑↑↑	↑↑↑	↑↑↑
Riding ATVs or UTVs	↑↑↑	↑↑↑	↑↑	↑↑	↑↑↑	↑↑↑	↑↑	*	↑↑↑	↑↑↑
Canoeing/kayaking	↑	↑↑	↑↑	↑↑↑	↑↑	↑↑	↑↑↑	↑↑	↑↑	↑↑
Bicycling - recreational/rail-trail biking	↑↑	↑	↑↑	↑↑↑	↑↑	↑↑	↑↑↑	↑↑	↑↑	↑↑
Use of picnic areas/day use areas/beach areas	↑↑	↑	↑↑	↑↑	↑↑	↑↑	↑↑↑	↑↑	↑↑	↑↑
Paddle boarding	↑↑	↑	↑↑	↑↑	↑↑	↑↑	↑↑↑	↑↑	↑↑	↑↑
Dog walking on trails	↔	↑	↑↑	↑↑↑	↑↑	↑↑	↑↑↑	↑	↑↑	↑↑
Hiking/walking/running on trails	↑	↑	↑↑	↑↑↑	↑↑	↑↑	↑↑↑	↑	↑↑	↑↑
Fishing	↑	↔	↑↑	↑↑	↑	↑	↑↑	↑	↑↑	↑↑
Motor boating (including pontoon boats)	↑	↔	↑↑	↑↑	↑	↑	↑↑	↔	↑	↑
Snowshoeing	↔	↑↑	↑	↑	↑	↑	↑↑	↔	↑	↑
Target firearm shooting at designated ranges	↑↑	↑	↔	↔	↑↑	↑↑	*	*	↑	↑
Target archery at designated ranges	↑	↑	↑	↑↑	↔	↔	*	↑↑	↑	↑
Bird/wildlife watching	↑	↔	↔	↑	↔	↔	↑↑	↑↑	↑	↑
Nature photography	↑	↔	↔	↑↑	↔	↔	↑↑	↑	↑	↑
Swimming in lakes/ponds/rivers	↑	↔	↑	↑↑	↔	↔	↑↑	↑	↑	↑
Cross-country skiing - on groomed trails	↑	↑↑	↑↑	↔	↑	↑	*	↓	↑	↑
Driving 4WD vehicles	↔	↔	↑	*	↑	↑	*	*	↔	↔
Horseback riding	↑	↑↑	↑	↔	↑	↑	*	↓↓	↔	↔
Gathering berries, mushrooms, etc.	↑	↔	↔	↔	↔	↔	↑↑	↔	↔	↔
Hunting - turkey	↑	↑	↔	↔	↔	↔	↑↑	↓	↔	↔
Camping - tent	↑	↔	↓↓	↑	↓	↓	↑↑↑	↑	↔	↔
Hunting - small game	↔	↔	↓	↓	↔	↔	↑↑	↓	↔	↔
Hunting - migratory birds	↔	↔	↑	↓	↔	↔	↔	↔	↔	↔
Riding dual-sport motorcycles	↑	↑	↔	*	↓	↓	*	*	↔	↔
Hunting - big game	↓	↓	↓	↓	↔	↔	↑↑	↓	↔	↔
Cross-country skiing - on ungroomed trails	↔	↔	↔	↔	↔	↔	↓↓	↓↓	↓	↓
Trapping	↔	↓	↔	↓	↔	↔	↓↓	↓↓	↓	↓
Snowmobiling	↔	↑	↓	↓↓	↓↓	↓↓	↓↓	↓↓	↓↓	↓↓

Table 16: Top recreation needs at county park properties

The values are the percent of counties identifying the recreation activities as a top 5 need on their properties.

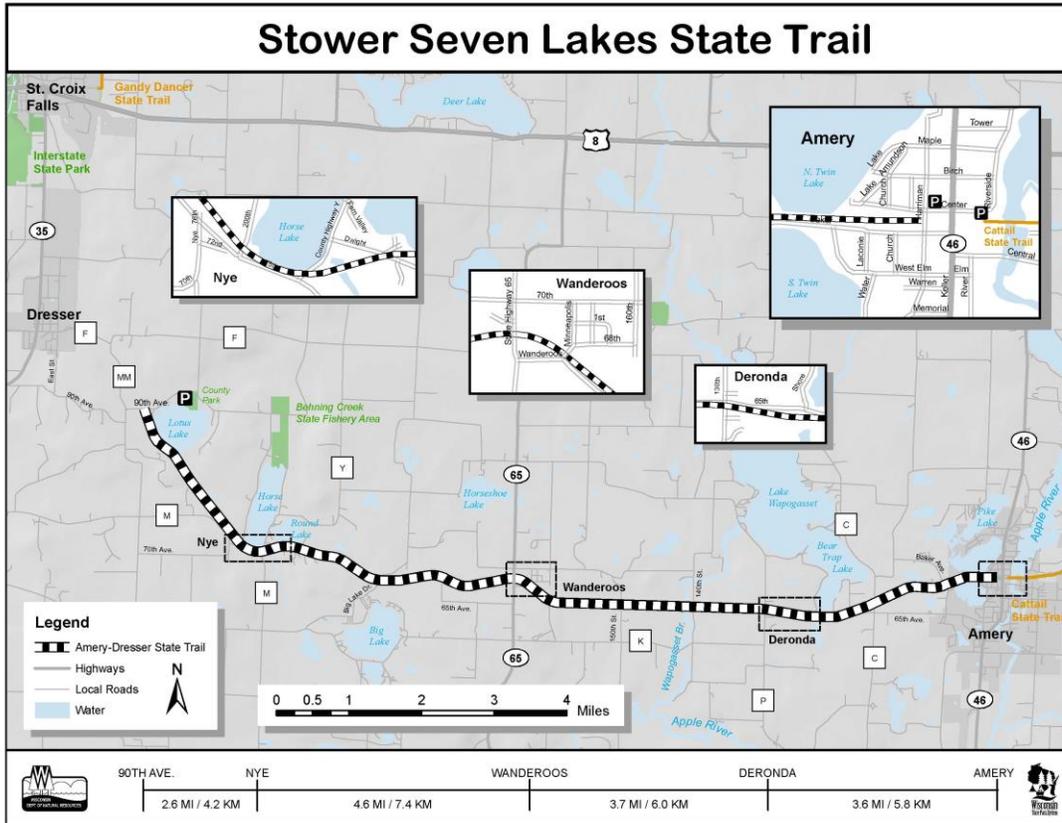
Activity	REGION								STATE average
	Great Northwest	Northwoods	Upper Lake MI Coastal	Lake Winnebago Waters	Western Sands	Mississippi River Corridor	Southern Gateways	Lower Lake MI Coastal	
Percent of responding counties that identified the activity as being a top need on their properties									
High demand in the region	67% to 100%								
Moderate demand in the region	33% to 66%								
Low demand in the region	0% to 32%								
Campsites	57%	67%	50%	50%	57%	100%	71%	29%	58%
Hiking/walking/running trails	43%	44%	50%	80%	57%	50%	29%	57%	53%
Bicycling trails - mountain biking	57%	56%	67%	50%	43%	50%	29%	57%	51%
Bicycling trails - recreational/rail-trail	29%	33%	50%	50%	29%	50%	57%	71%	46%
Motorized recreation trails	86%	89%	17%	50%	43%	0%	0%	14%	42%
Public shore access	29%	11%	67%	60%	43%	50%	14%	71%	42%
Dog parks	0%	0%	17%	30%	29%	75%	57%	71%	32%
Boat launches	43%	22%	33%	30%	14%	50%	14%	14%	26%
Playgrounds	29%	22%	50%	10%	43%	25%	29%	0%	25%
Hunting opportunities	0%	22%	0%	40%	57%	0%	14%	14%	21%
Picnic areas	29%	0%	17%	10%	14%	25%	29%	43%	19%
Disc golf courses	14%	11%	0%	0%	14%	25%	43%	29%	16%
Equestrian trails	14%	22%	33%	0%	14%	0%	14%	0%	12%
Shooting ranges	14%	11%	0%	10%	14%	0%	0%	0%	7%
Sports fields	0%	0%	17%	0%	0%	0%	0%	29%	5%
Sports courts	0%	11%	0%	0%	14%	0%	0%	0%	4%
Number of counties providing input	7	9	6	10	7	4	7	7	

J. Analysis of Services

Parking areas, shelters, and restroom facilities currently exist along the trail in the City of Amery, at Lotus Lake County Park, in Nye, in Wanderoos, and in Deronda (Map 2). These facilities are deemed to meet the needs of the current uses and volume of usage on the trail based on periodic visits to these facilities. On-going monitoring of trail usage will occur to ensure that parking and restroom facilities are adequate for the future usage levels.

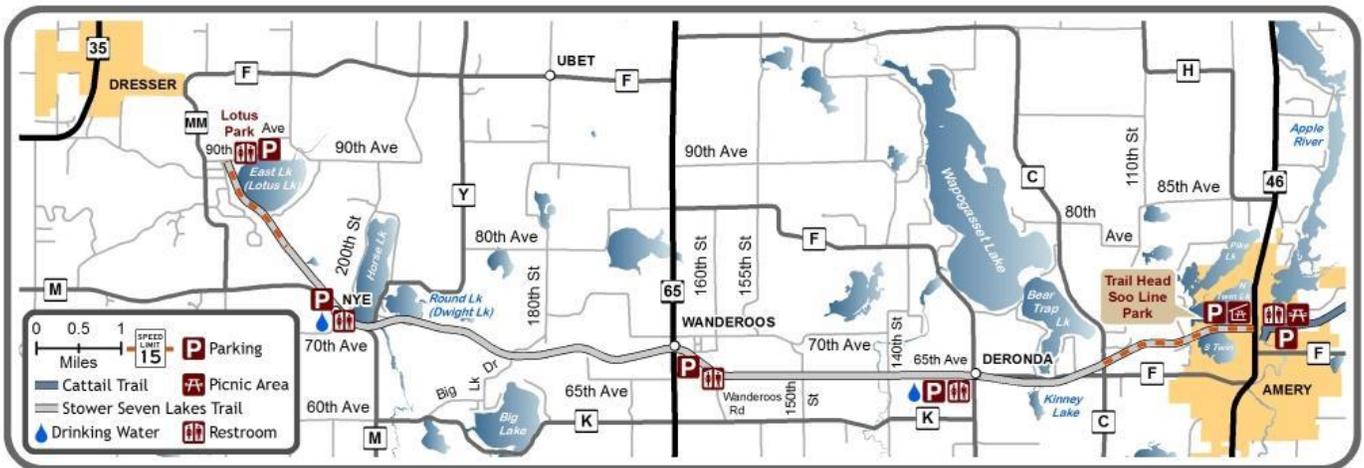
IV. APPENDIX

Map 1



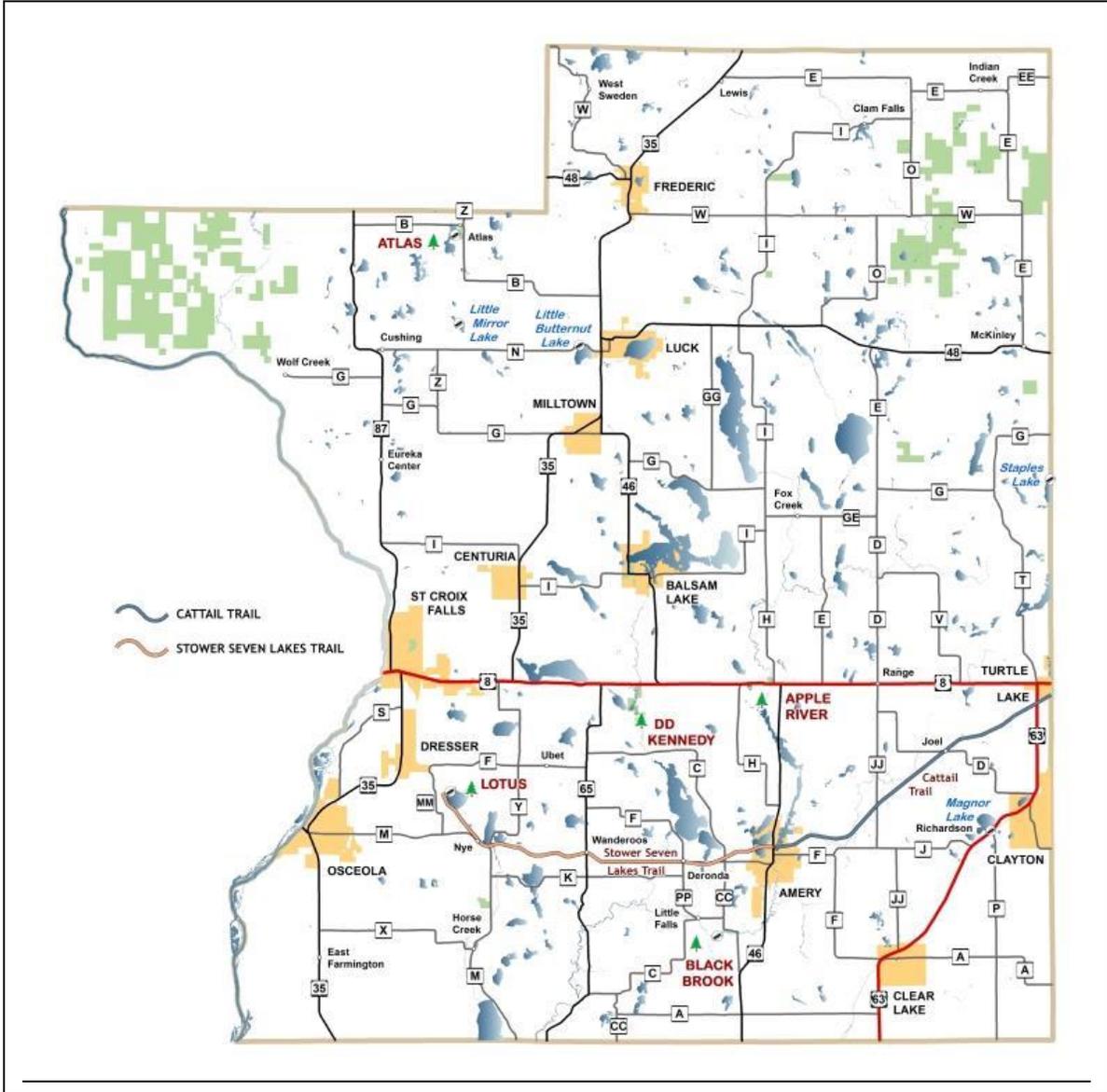
Map 2

Trail Amenities & Proposed Speed Limit



Map 3

Polk County



APPENDIX A: MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN POLK COUNTY AND
THE STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES**

I. Introduction

The purpose of this Memorandum of Understanding (MOU) is to set forth the agreements and understandings which have been reached between Polk County (County) and the State of Wisconsin Department of Natural Resources (Department) regarding the development and operation of approximately 13.48 miles of former rail corridor located in Polk County formerly known as the Amery to Dresser State Trail and now known as the Stower Seven Lakes State Trail (Trail). The property on which the Trail is located (Property) is presently owned by the Department.

The Department is interested in preserving former rail corridors for trail purposes and in creating trails for public use. The County has developed the Trail through earlier agreements with the Department, and is interested in continuing to maintain and operate the Trail as a public recreational trail. The County and the Department agree to work together to achieve their mutual goals as set forth below, and they agree that this MOU and the trail easement it references shall replace and supersede all earlier agreements between the Department and the County that pertain to the Trail.

II. Description of the Property

The property subject to this MOU is described generally as the grade from Amery to a point just southeast of Dresser, Wisconsin (Property). An exact legal description of the property is attached to this document as Exhibit A and a map of the Property attached hereto as Exhibit B. The trail easement referred to in this MOU, when executed, shall include and incorporate this MOU and all of its exhibits.

III. Consideration

The Department has acquired the grade from Amery to Dresser from the corridor owner. The Department will execute a trail easement with the County for the purposes contained in this document. The County will develop, operate, repair, and maintain the Trail.

IV. Obligations of the Department

1. The Department will convey by easement to the County the right to develop and to continue to operate, repair, and maintain the Trail as a component of the State Trail System. The County accepts the property "as is" on the date of conveyance.
2. The Department represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this MOU exists that would inhibit the ability of the County to possess and improve the property as contemplated by this MOU. If, however, such prohibitive conditions are discovered, either the Department shall take all steps reasonably

necessary to remove such conditions or the intent of this MOU being frustrated, the MOU shall terminate.

3. The Department will work with the County to identify funding sources for the development and repair of the Trail.
4. The Department will continue to designate the Trail as a "State Trail" under section NR 51.73, Wis. Adm. Code. The Trail will be included in any appropriate list of State Trails.
5. The Department will continue to make its Adopt-A-Trail program available to the County. The Department has an application process for groups interested in adopting a section of State Trail. This program is similar to the Department of Transportation's Adopt-A-Highway program.
6. The Department and the Natural Resources Board, with input from the County, will determine the allowable hunting, fishing, and trapping opportunities on the Property pursuant to section 29.089, Wis. Stats.

V. Obligations of the County

1. The County, with the assistance of the Department, will coordinate and prepare a plan for the Trail that describes trail management and development within two years of the conveyance of the easement. Specific recreational uses will be determined through the planning process. Per section NR 44.04 (13), Wis. Adm. Code, this plan is not required to comply with Chapter NR 44, Wis. Adm. Code; however, the plan shall be consistent with Chapter NR 44, Wis. Adm. Code to the extent practicable. The County shall review its Trail plan every 15 years to determine if the plan should be amended, revised or extended for another 15-year period. The County shall take measures to reasonably notify interested persons of said review, and then shall use an appropriate public involvement process to determine or examine issues related to management and use of the property and the need for plan revision. The plan shall contain a provision providing that it remains in effect until the County takes action to modify it.
2. The plan must include, at a minimum:
 - a. A public notification and participation process allowing for public comments on the draft plan.
 - b. A list of allowed trail uses, including where and when they are allowed (e.g. winter bicycling is allowed from Hwy Y to the Main Street trailhead, only when snow cover is 6" or greater). Year-round bicycling is encouraged and may be allowed in conjunction with snowmobile use (if allowed) Walking must be allowed on the Property at all times (section NR 1.61, Wis. Adm. Code).
 - c. A list of hunting, fishing, and trapping activities and areas as determined by the Department and Natural Resources Board pursuant to section 29.089, Wis. Stats. (shown on a map).

- d. A list of existing and anticipated support facilities (e.g. restrooms, parking lots).
 - e. A map showing locations of existing and anticipated support facilities and use zones.
 - f. Projected development costs.
 - g. Plans to address any identified environmentally sensitive or culturally or historically significant areas.
 - h. A set of management alternatives for the Trail, with a preferred alternative (the alternative that will be used) identified.
 - i. An estimated number of users per year.
 - j. The name and address of the office that will be managing the Trail.
 - k. An emergency action plan to include protocols and procedures for responding to reports of potentially hazardous conditions on the Trail.
 - l. The identification of desired vegetation types along the Trail.
3. The County will participate in or conduct public meetings, which are necessary for the establishment and development, management, and improvements of the Trail project, including for any major changes to the trail plan, such as eliminating or adding allowed trail uses or authorizing special events not addressed by the trail plan. The County should make its best efforts to comply with the intent of Chapter NR 44, Wis. Adm. Code, as it relates to public participation.
 4. The County shall provide a copy of the completed plan, with all of its exhibits, to the Department.
 5. The County shall develop, maintain, repair, and operate the Trail located within the County for recreational purposes, as funding becomes available.
 6. The County agrees that the development, construction, maintenance, and repair of the Trail will meet or exceed Department trail standards and any applicable standards mandated by state or federal law. The County further agrees that in operating the Trail, the County will comply with all applicable state and federal laws.
 7. The County shall comply with statutory inspection requirements in accordance with section 23.115(2), Wis. Stats., further described in Department Manual Code 2527.20, and shall provide the Department with copies of all inspection reports.
 8. Vegetative management.
 - a. Trees.
 1. Forest cover. Trees on the Property remain the property of the Department. Any proposed commercial timber sale must be reviewed by the Department. Although cooperative state trails are specifically excluded from forest certification, sustainable forestry practices are encouraged to maintain desired forest cover types. Depending on the desired cover type, different commercial or non-commercial practices may be used. When active management is proposed, the County shall

coordinate review of the proposed management activity with appropriate Department staff.

2. Hazard tree management. Hazard trees should be identified during the biannual property inspections (further described in Section V. 8. herein). If the volume of hazard trees is too large for County staff to handle, it agrees to consider contracting a commercial sale or other approach. Such work shall be coordinated with the Department.
- b. Non-tree vegetation including saplings, shrubs, and herbaceous vegetation.
1. Management for routine trail maintenance. A minimum maintained (clear) shoulder of at least 2 feet on either side of the trail tread (the traveled portion of the trail) is recommended. Acceptable maintenance techniques can include mowing, brushing, chainsaw work, and or pesticide application.
 2. Habitat conversion or establishment. If there is an opportunity to develop or enhance native habitat types, as established in the trail plan, the County will consult with the Department in the development of habitat projects. Such projects may include developing a prairie on a larger block of land within the trail right-of-way or along the trail corridor. Projects will be considered for approval by the Department if they are not adverse to existing laws or Department policy, and if they do not negatively impact an existing use.
- c. Pesticide application. Any pesticide application should be in accordance with Department Manual Code 4230.1 concerning DATCP (Department of Agriculture, Trade and Consumer Protection) certification and Department policy. The Department shall be notified of any proposed pesticide application in early fall of the year preceding the proposed application, to ensure that the required process can be followed for pesticide use on Department lands (Department Manual Code 4230.1).
9. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, and/or reinstallation of the Trail including, without limitation, zoning, building, health, environmental permits or licenses. The County shall indemnify the Department against payment of the costs therefor and against any fines or penalties that may be levied for the County's failure to procure or to comply with such permits or licenses, and the County shall pay any remedial costs to cure violations of federal, state or local laws. The Department agrees to cooperate with the County in securing any such permits or licenses by providing information and data upon request.
 10. The County agrees that any signage or display material relating to the Trail shall clearly identify the property is a State Trail owned by the Department and under the management and control of the County. No commercial advertising shall be allowed on the Property, unless the signage and its placement are in accordance with Department policy. The County may allow signs providing directional information about Trail-related services. No specific business names, commercial logos or fonts,

trademarks, or other advertising shall appear in signage within the Trail corridor. The Department reserves the right to remove non-compliant signage located on the Property. In the event that the Department's signage policy is modified, the above section on signage shall automatically reflect the modification.

11. The County, in connection with this MOU, shall open Trail-related facilities to the general public subject to reasonable rules and regulations, fees, and charges, as outlined below, for the management and operation of the Trail.

- A. Rules and regulations.

Pursuant to section NR 45.02, Wis. Adm. Code, the Department retains management, supervision, and control over the Property for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect the public or the Property. Daily routine enforcement remains the responsibility of the County. The County and other local units of government may adopt Chapter NR 45, Wis. Adm. Code provisions by ordinance.

- B. Admission Fees.

The County must use the Department's trail pass fee program if it charges a fee for use of the Trail. If admission fees are charged, the State Trail Pass (both annual and daily), the conservation patron license, and senior citizen recreation card issued by the Department shall be honored without additional admission charges. The County shall agree to waive all admission fees on State Parks Open House Day, whose date is determined by the Department, and on National Trails Day. National Trails Day is the first Saturday in June.

If the County uses the Department's trail pass fee program, the County may retain a commission that must be used for Trail operations and maintenance as provided for in section 27.01 (8m), Wis. Stats. A separate Trail Pass Sales Agreement between the County and the Department will be executed, detailing the sales and remittance procedures. The County may use sub-vendors to sell the passes.

If section 27.01(8) or (8m), Wis. Stats., is modified, this section on admission fees shall automatically reflect the modification.

12. In the exercise of its rights herein, including but not limited to the operation of the Property as a Trail, the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve successors or designees.
13. The County may enter into an agreement with a Friends Group which meets the criteria in section NR 1.71, Wis. Adm. Code, and Department policy. In recognition of the status of this Trail as a State Trail, the County agrees that the Department shall also be a co-signer of any Friends agreement.

14. The County may enroll volunteers in the Department's Adopt-A-Trail program, in accordance with Department policies and procedures.
15. The County will indemnify and hold harmless the Department and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the performance of this MOU by the County, its agents, contractors, servants, licensees, permittees, or employees. In case any action or proceeding is brought against the Department or its employees by reason of any such claim, the County, upon notice from the Department, will defend such action or proceeding.
16. Any contract between the County and a third party to perform duties authorized by this MOU must bind the third party to the County's obligations under this MOU.

VI. General

1. This MOU is subject to all applicable laws and regulations.
2. This MOU may be revised or amended by mutual written agreement of the Department and the County.
3. The Department must approve, and has sole discretion over, all land transactions, crossings, and easements for the Property, but the County will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for driveway and road crossings will be provided to the County. If a request conforms to the guidelines, it will be referred to the Department. If a request does not conform to Department guidelines, the County will deny the request. The Department retains the right to issue other non-conflicting easements, leases, or permits, but shall make every effort to refrain from entering into agreements that would physically alter the Trail or limit its use. The Department shall retain all proceeds from these transactions.
4. An annual meeting between the County and Department will take place to review development and acquisition progress, operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the Trail project.
5. This MOU shall not be construed as creating a public debt on the part of the Department in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations.
6. The County assumes complete responsibility for the development, operation, maintenance, and repair of the Trail. The Department has no obligation to develop, operate, maintain, or repair the Trail at any time.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By Ed Elde
Daniel L. Meyer, Secretary

2-28-18
Date

12/04/17

APPENDIX B: RESOLUTION

Resolution No. 28-18

Resolution Providing for Comprehensive Planning Process for Stower Seven Lakes State Trail Plan and Cattail Trail (Polk County Segment) Plan

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

Ladies and Gentlemen:

WHEREAS, in coordination with the Wisconsin Department of Natural Resources (WDNR), Polk County manages and operates the Stower Seven Lakes State Trail and the Polk County segment of the Cattail Trail without a valid trail plan for the use of either trail as otherwise required by applicable Natural Resources regulation and specific provisions of the respective memorandum of understanding with WDNR; and

WHEREAS, it is beneficial to the citizens of Polk County and other users of these trails and in the interest of the County for Polk County to continue as sponsor and managing coordinator of the Stower Seven Lakes State Trail and the Polk County segment of the Cattail Trail; and

WHEREAS, the Environmental Services Committee has recommended to the County Board to provide for a comprehensive trail plan development process involving the two connected trails of the Stower Seven Lakes State Trail and the Polk County segment of the Cattail Trail, and to conduct such comprehensive process in accordance with Natural Resources administrative regulations concerning trail plan development, including, but not limited to Chapter NR 44 and the applicable provisions of the memorandum of understanding for each respective trail.

NOW, THEREFORE, the Polk County Board of Supervisors resolves as follows:

- 1. Resolution No. 43-17, Authorizing the Development of a Multi-Use, Multi-Season Trail Management Plan for Stower Seven Lakes Trail, is rescinded.
- 2. Resolution 59-17, Affirming Polk County As Sponsor and Managing Coordinator of The Stower Seven Lakes State Trail, is amended, at Lines 23-28, as follows:

“NOW, THEREFORE BE IT RESOLVED that the Polk County Board of Supervisors affirms the commitment of Polk County to serve as sponsor and managing coordinator of the Stower Seven Lakes State Trail and the Polk County segment of the Cattail Trail and to perform or carry-out all responsibilities of sponsor and managing coordinator of the Trail each such trail consistent with applicable federal and state law, regulatory provisions, and grant conditions, and terms and conditions of the respective memorandum of understanding.”

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors agrees to the terms of the Memorandum of Understanding and Cooperative Easement, attached hereto, concerning the Stower Seven Lakes State Trail.”

- 38 3. The Environmental Services Committee is authorized and directed to engage in and conduct
39 a comprehensive trail plan development process for the purpose of preparing a state trail plan
40 for the Stower Seven Lakes State Trail and a trail plan for the Polk County segment of the Cattail
41 Trail.
- 42 4. The Environmental Services Committee is authorized and directed to form a
43 subcommittee to develop and provide advisory recommendations to the Committee in the
44 course of the comprehensive trail planning process, including, but not limited to, the
45 formation of the trail plans that would be presented for public hearing conducted by the
46 Committee.
- 47 5. Such subcommittee shall be composed of 5, 7 or 9 members as determined and appointed
48 by the Environmental Services Committee.
- 49
- 50 6. The membership of the subcommittee shall include one member of the Environmental
51 Services Committee, who shall serve as subcommittee chairperson; at least one
52 authorized representative of the Friends of the Stower Seven Lakes Trail; and the
53 remaining members as persons who are affected by or interested in the use, management
54 and operation of either the Stower Seven Lakes State Trail or the Polk County segment of
55 the Cattail Trail.
- 56 7. Notwithstanding present resolution to the contrary, the members of the subcommittee
57 may receive per diem compensation as determined by the County Board after the
58 Committee has formed the subcommittee and appointed its members.
- 59 8. The comprehensive planning process authorized herein and the trail plans prepared
60 through such process shall be consistent with Chapter NR 44, Wis. Adm. Code to the
61 extent practicable and the applicable terms and conditions of the memorandum of
62 understanding between Polk County and the Wisconsin Department of Natural Resources
63 Department.
- 64 9. The provisions of Resolution No. 59-17 not affected herein shall remain in effect.

Fiscal Note: This resolution does not require additional appropriation from the General Fund for the 2017 fiscal year to carry out the organizational matters of the resolution. The costs to carry out the organizational matters can be covered with the budgets of the County Board and the county department designated to administer and manage the trails. The costs to gather data and analysis and preparation for public involvement participation events are unknown at this time and will be addressed when the Environmental Services Committee prepares a public involvement plan.

Legal Note: The resolution presents no legal impacts and provides for compliance with administrative regulation and contractual obligations concerning the County's management and operation of the respective trails.

Signed and sponsored by:

Brad Olson, Supervisor, District #1

James Edgell, Supervisor, District #8

Doug Route, Supervisor, District #2

Kim O'Connell, Supervisor, District #9

Dean Johansen, Chair,
Supervisor, District #3,

Larry Jepsen, 2nd Vice Chair,
Supervisor, District # 10

Chris Nelson, Supervisor, District #4

Jay Luke, 1st Vice Chair,
Supervisor, District #11

Tracy LaBlanc, Supervisor, District #5

Kate Isakson, Supervisor, District #12

Brian Masters, Supervisor, District #6

Russell Arcand, Supervisor, District #13

Michael Prichard, Supervisor,
District #7

John Bonneprise, Supervisor, District #14

Joe DeMulling, Supervisor, District #15

Effective Date:	Upon Passage
Dated Submitted To County Board	March 20, 2018 Second Reading:
Reviewed and Approved as to Form: <u>Jeffrey B. Fyge</u> Jeffrey B. Fyge, Interim County Administrator/Corporation Counsel	Fiscal Impact and Legal Impacts: As stated in the resolution.
<p>At its regular business meeting on the 20th day of March, 2018, the Polk County Board of Supervisors acted on Resolution No.28-18: Resolution In Resolution Providing for Comprehensive Planning Process for Stower Seven Lakes State Trail Plan and Cattail State Trail (Polk County Segment) Plan , as follows:</p> <p><input checked="" type="checkbox"/> Adopted by simple majority of the board of supervisors by a vote of <u>8</u> in favor and <u>6</u> against. <i>1 absent</i></p> <p><input type="checkbox"/> Enacted by unanimous vote.</p> <p><input type="checkbox"/> Defeated</p> <p>SIGNED BY: <u>Dean Johansen</u> Dean Johansen, County Board Chairperson</p> <p>Attest: <u>Suzanne E. Jorgenson</u> Suzanne E. Jorgenson, County Clerk</p>	

APPENDIX C: PUBLIC PARTICIPATION SECTION

At the March 20th, 2018 meeting of the Polk County Board of Supervisors, Resolution 28-18 was adopted to authorize a comprehensive planning process for the Stower Seven Lakes State Trail and Cattail Trail (Polk County Segment) Plan. This resolution set in motion a process to develop trail plans. The process chosen by the Environmental Services Committee (ESC) to obtain recommendations on the development of these plans is to form a Trail Planning Subcommittee. Member of the subcommittee were determined through an application process.

Trail Planning Subcommittee Members:

Brad Olson – Chair / Jon Fogelberg / Doug Johnson / Brandon Whittaker / Rick McGuiggan / Katie Bruns /Ronald Minnick

Letters:

Letters and emails were sent to municipalities and trail groups asking them to recommend applicants to be on the subcommittee and to return a recommendation with the application. Ads were placed in local papers as shown below. Updates on meetings and events were emailed to local municipalities, snowmobile council members, stower seven lakes trail members, and bicycle trail pass vendors along with any additional public asking for updated information.

Website:

A website was created and available through the Polk County Parks webpage titled Welcome to the project page for the stower Seven Lakes & Cattail Trail Plans. The webpage listed trail information along with the subcommittee applications and up to date information on agendas, minutes, trail plan drafts, trail information, and public events.

Public Survey:

A public survey was created and announced on the website and in the newspapers. The survey was available by going online to survey monkey. It was also available to print and mail or email from our website. A total of 1,964 surveys were received. Summary of survey results can be seen on page 27.

Public Hearing:

A public hearing was held on July 31st, 2018, 6:00 pm at Unity High School, Performing Arts Center, Balsam Lake, WI to assess the interested public's desired uses of the trail. The public hearing was published on the website and through ads in the newspapers. Interested parties were given the right to appear before the committee to provide comments in verbal or written form concerning the proposed ordinance. A total of 58 speakers signed the walk-in-sheet to speak during the hearing. An estimate of 200 attended the public hearing.

Conclusion:

Information gained from the public hearings, in combination with information and input from other sources, were reviewed by the subcommittee and formed the basis for the recreational trail use plan. The subcommittee voted to recommend to the Polk County Environmental

Service Committee to keep the current non-motorized uses and add snowmobiling, and horseback riding. An open house was held on August 28, 2018, 6:00 pm in the County Board Room at the Polk County Government Center, Balsam Lake, WI. The open house was published on the website and newspapers. An estimate of 25 people attended.

Subcommittee Newspaper Advertising

**POLK COUNTY SEEKS
APPLICANTS FOR SUBCOMMITTEE**

**Stower Seven Lakes Trail & Cattail
Trail Planning Project**

Trail Planning Subcommittee will work with Environmental Service Committee (ESC) to identify & suggest future goals and objectives for the Stower Seven Lakes Trail & Cattail Trail.

**For more information and the application go to:
Trail Planning Project on www.co.polk.wi.us/parks**

Applications are open now thru Friday, May 11, 2018.

Selection of subcommittee will be conducted by the ESC at their May 23, 2018 mtg. Members on the subcommittee is a volunteer position. No compensation for membership on the subcommittee shall be given.

For more information contact Debbie Peterson, Director of Polk County Parks, Forestry, Buildings, & Solid Waste Department at 715-485-9294 or email: polk_recreation@co.polk.wi.us.

Notice Public Hearing
**STOWER SEVEN LAKES TRAIL &
CATTAIL TRAIL PLANNING**
Tuesday, July 31, 2018 at 6:00 p.m.
Unity High School, Performing Art Center
Balsam Lake, WI

Polk County Stower Seven Lakes and Cattail Trail Subcommittee public hearing is set to receive comments on the proposed trail usage changes for the Stower Seven Lakes Trail and Cattail. The purpose of the hearing is to determine the uses of the Stower Seven Lakes Trail and Cattail Trail and complete the trail masterplans required by the state.

Previous meetings and trail plan drafts are available for viewing on www.co.polk.wi.us/parks. Interested parties have a right to appear before the committee to provide comment in verbal or written form concerning the proposed ordinance. Comments are limited to 3 minutes per person. In order to give a comment before the committee or turn in written comment individuals must sign in at the entrance door between 5:45 p.m. to 7:00 p.m. In addition, interested persons may submit written documentation concerning the proposed ordinance prior to the public hearing by directing the same to the Polk County Parks Department, 100 Polk County Plaza, Suite #10, Balsam Lake, WI 54810 or by e-mail at polk_recreation@co.polk.wi.us. Documentation received before the public hearing will be presented to the Trail Subcommittee for receipt during the public hearing.

News Release

FOR IMMEDIATE RELEASE

For more information contact:
Debbie Peterson
Parks, Forestry, Buildings, & Solid Waste Director
Polk County
100 Polk Plaza #10
Balsam Lake, WI 54810
715-485-9294

Trail Planning Survey Questions

A survey on the uses of the Stower Seven Lakes and Cattail Trail is now available online through www.co.polk.wi.us/parks website. This survey has been put together by the Polk County Trail Planning Subcommittee for the purpose of gathering public opinion on the Cattail and Stower Seven Lakes Trails so high-quality recreation opportunities can be provided. Please answer all questions. Only surveys with all questions answered will be accepted. One survey form per person. Surveys can be printed and filled out online by going to www.co.polk.wi.us/parks or individually mailed and postmarked by July 9 to Polk County Parks, 100 Polk County Plaza Suite 10, Balsam Lake, WI 54810.

For further information, contact Deb Peterson – Director of Buildings, Solid Waste, Parks and Forestry Department at (715)485-9294 or email polk_recreation@co.polk.wi.us

**STOWER SEVEN LAKES TRAIL &
CATTAIL TRAIL PLANNING**

You are invited to attend an
Open House

To celebrate the determined recommendation to present to the Polk County Environmental Service Committee to move forward with the master plans for the Stower Seven Lakes Trail and the Cattail Trail.

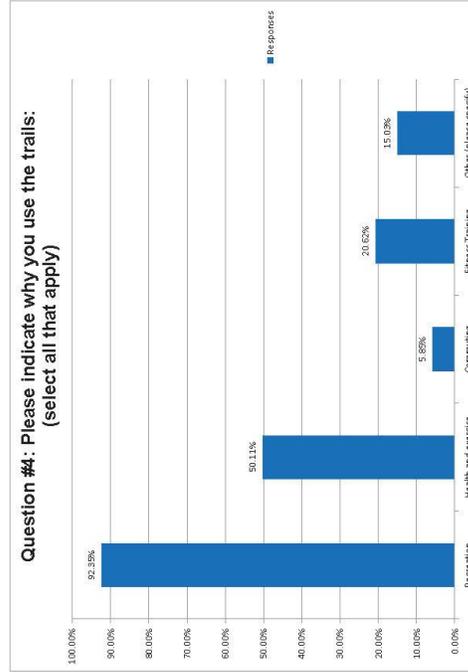
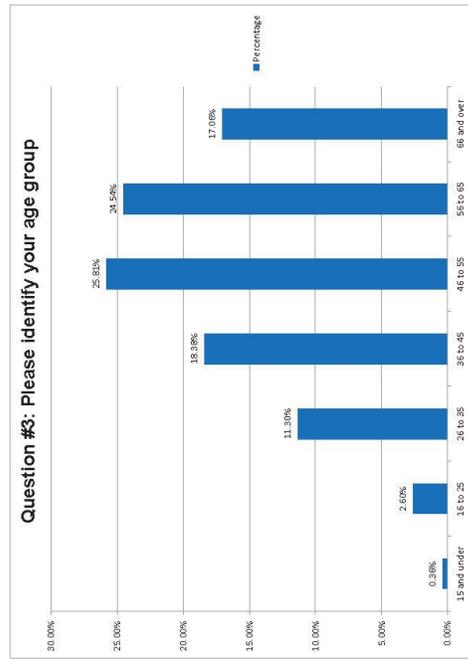
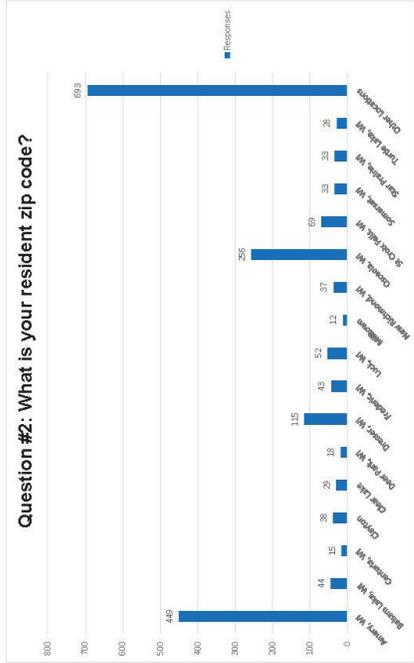
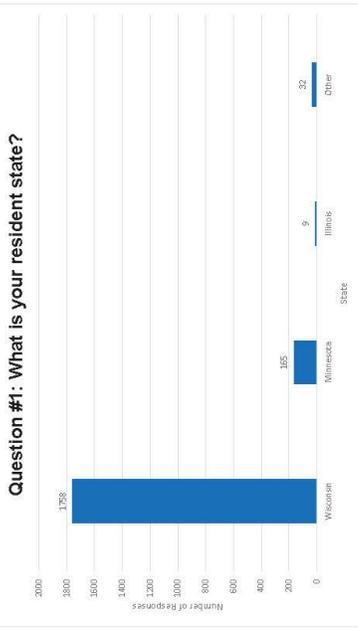
Tuesday, August 28, 2018 at 6:00 p.m.
County Board Room, 100 Polk County Plaza
Polk County Government Center
Balsam Lake, WI

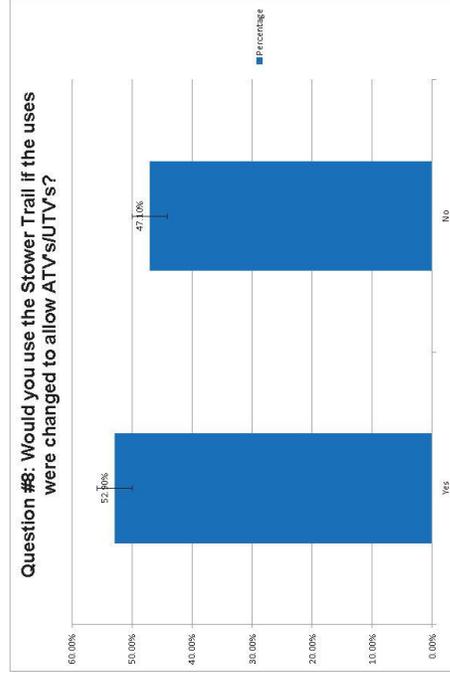
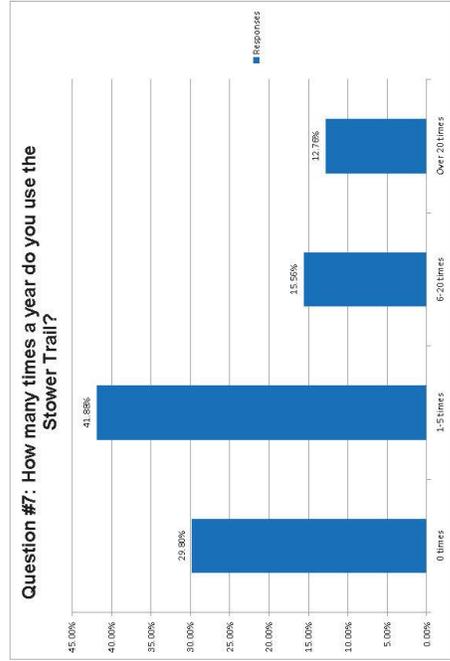
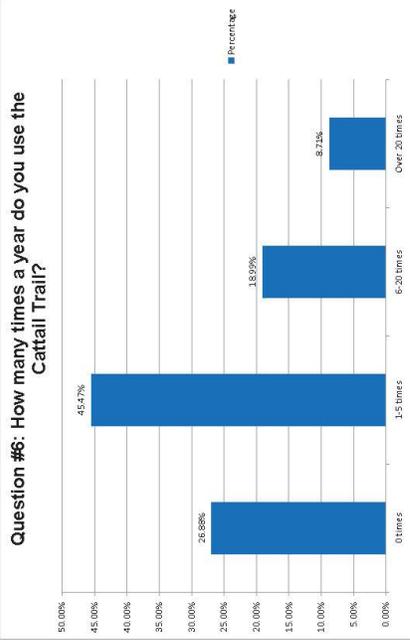
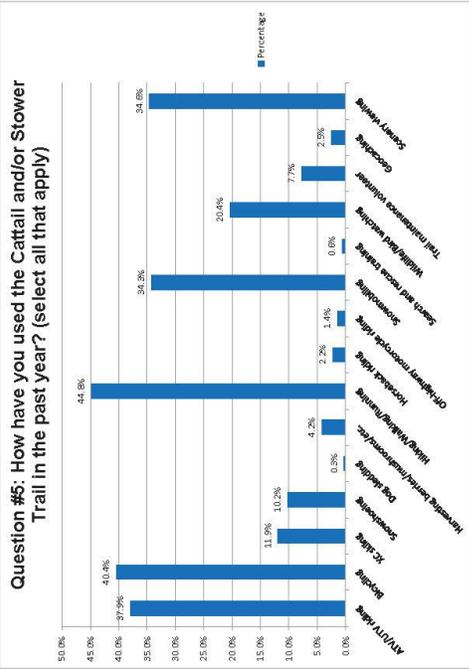
The voted recommendation is to leave the current uses on the Cattail Trail as is and add horseback riding as a use to the entire trail. For the Stower Seven Lakes Trail the voted recommendation is to keep the current uses and add horseback riding, and snowmobiles to the approved uses when permitted.

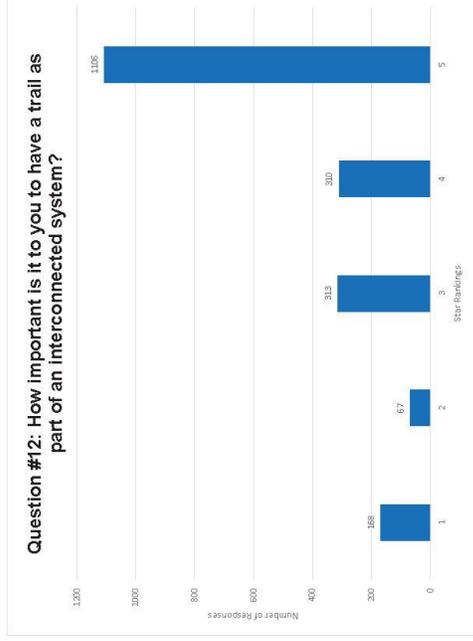
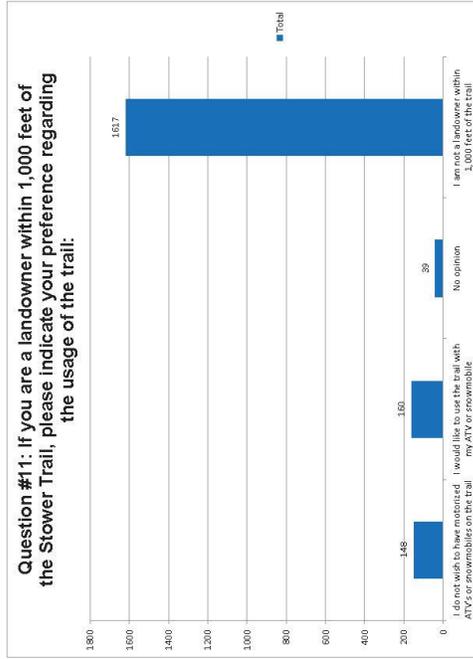
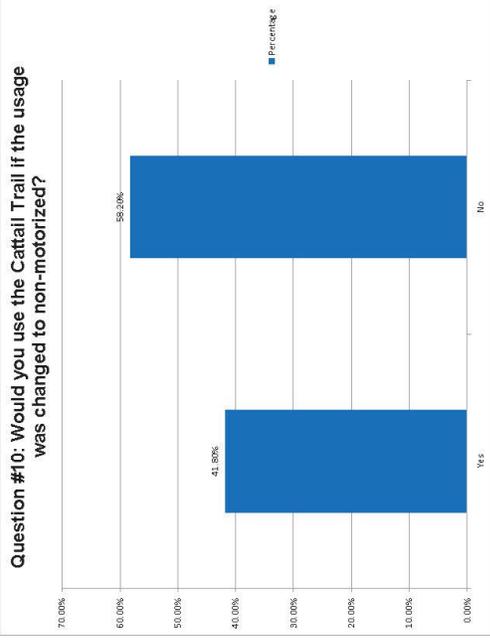
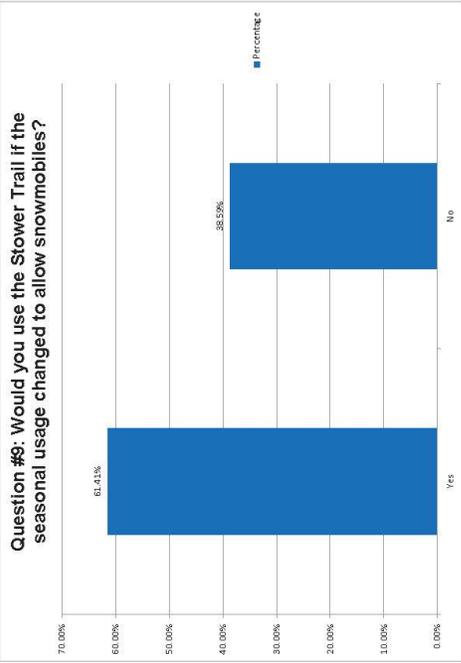
For more information visit www.co.polk.wi.us/parks (Stower Seven Lakes & Cattail Trail Planning Project), email polk_recreation@co.polk.wi.us, or call 715-485-9294.

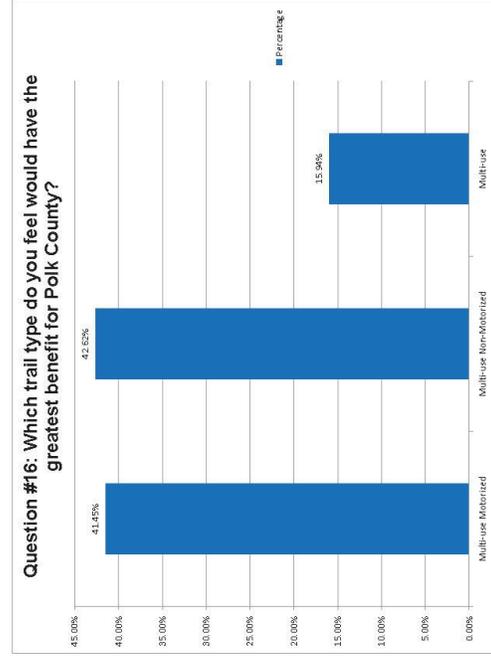
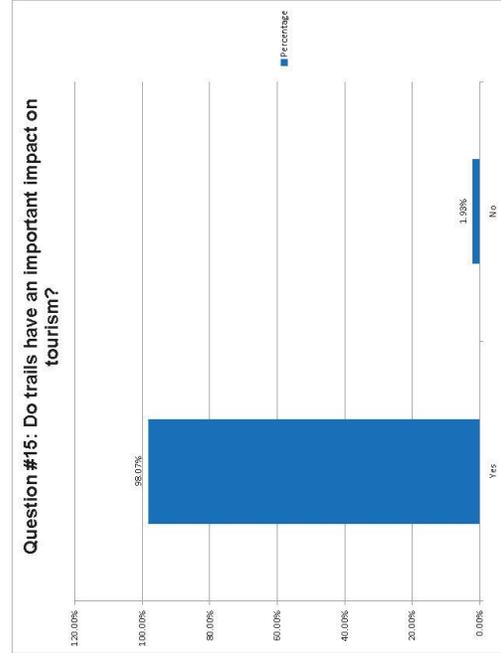
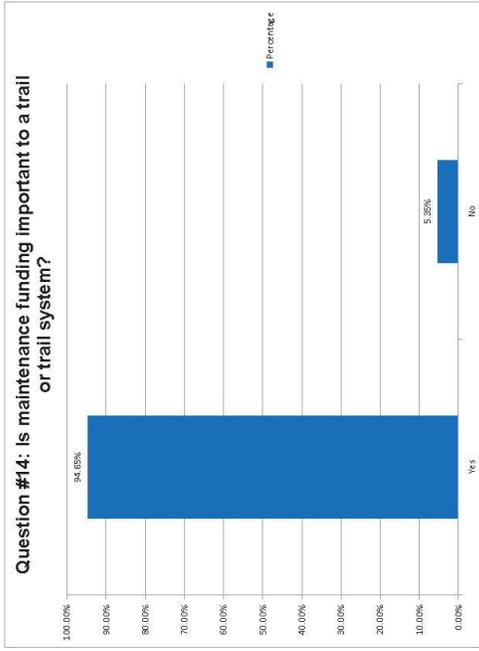
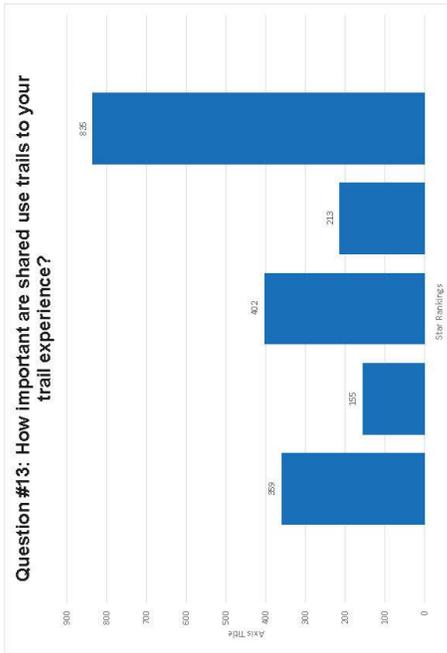
Survey Question Results

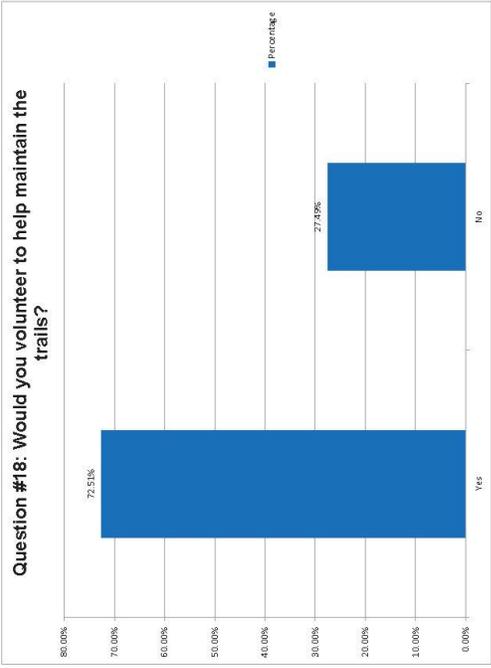
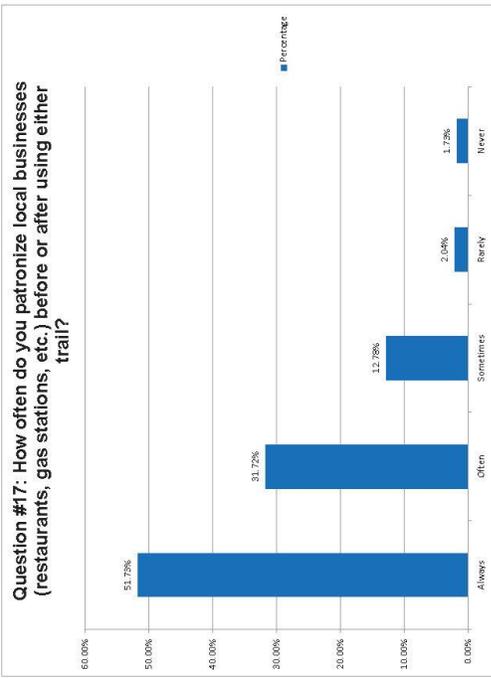
Trail Planning Survey Results: 1964 total respondents











APPENDIX D: 2009 AYRES ENVIRONMENTAL SITE ASSESSMENT

Executive Summary

Polk County, P.O. Box 623, Balsam Lake, WI 54810-0623, retained Ayres Associates to conduct a Phase I Environmental Site Assessment (ESA) of the abandoned Central Ltd. railroad corridor beginning 3 miles south of Dresser and extending to Amery, in Polk County, Wisconsin. Polk County intends to use the corridor for a recreational trail.

We prepared this Phase I ESA generally following procedures established by the American Society for Testing and Materials (ASTM). The ASTM publication that documents the ESA procedures is entitled *E1527-00 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The scope of services is in Appendix A.

Summary of Findings

Findings of this Phase I ESA are based on a site reconnaissance visit to view the subject property and adjoining properties, review of regulatory records and historical documents, and conducting interviews. The corridor was divided into seven separate sections for discussion purposes in the main report. Refer to Table 1 in the main report for a summary of findings for each of the seven sections along the railroad corridor. General findings are as follows:

- The subject property includes approximately 173.685 acres in portions of Sections 28, 29, 31, 32, 33, Township 33 North, Range 16 West; Sections 31, 32, 33, 34, 35, 36, Township 33 North, Range 17 West; and Sections 21, 25, 26, 27, 28, Township 33 North, Range 18 West, Polk County, Wisconsin.
- The subject property is currently owned by the Wisconsin Central Ltd. Railroad and is an abandoned railroad corridor constructed prior to the early 1900s. The railroad tracks have been removed from the subject property within the last 5 years. Right-of-way widths throughout the corridor are predominantly 100 feet with some variance in width from 40 feet to 200 feet in urban areas. The corridor runs generally in a west to east direction.
- Land use along the railroad corridor is primarily rural; however, the corridor runs through the unincorporated communities of Nye, Wanderoos, and Deronda, and the City of Amery.
- The railroad grade consists of an elevated railbed with a gravel surface. Rural sections of the corridor are covered with vegetation that is encroaching along both sides of the railbed.
- Topography is generally flat to gently sloping and varies approximately 90 feet in elevation from west to east. Surface water features include Lotus Lake, Round Lake, Horse Lake, Bear Trap Lake, Kinney Lake, Mud Lake, North and South Twin Lakes, Sucker Branch Creek, and the Apple River. The depth to ground water varies from near surface to about 10 feet below ground surface on the subject property.
- Lowlands, recreational lakes, farmland and farmsteads, woodlands, fallow grasses, and residences border rural areas of the subject property. The urban areas in Nye, Wanderoos, Deronda, and Amery include residential and commercial development.
- No building structures, aboveground storage tanks (ASTs), underground storage tanks (USTs), hazardous waste, soil staining, or stressed vegetation were observed on the subject property.

- Occasional piles of solid waste (refrigerators, freezers, and other materials) are scattered along the borders of the subject property. This waste appears to have been disposed by local residents and not by railroad use.
- This assessment did not reveal any sources of contamination originating on the subject property. Environmental records searches did reveal nine recognized environmental concerns (RECs) associated with properties that adjoin or are near the subject property. All of these properties pose a potential contamination threat to the subject property through migration from these off-site sources. Refer to Table 1 for a listing of these properties.

Conclusions

We performed this Phase I ESA of 13.48 miles of railroad corridor beginning 3 miles south of Dresser extending to Amery, in Polk County, Wisconsin, in general conformance with the scope and limitations of ASTM Practice E 1527-00. Any exceptions to, or deletions from, this practice are described in the "Limitations and Exceptions of Assessment" section of this report. This Phase I ESA revealed evidence of 10 recognized environmental conditions (RECs) that have the potential to affect the subject property. The following is a list of the RECs:

Nye Store LUST site	Section 1	(See Figure 7 for location)
Wanderoos Gift & Grocery LUST site	Section 4	(See Figure 7 for location)
Anderson Property ERP site	Section 7	(See Figure 7 for location)
Gorres Oil Co. Bulk Plant ERP site	Section 7	(See Figure 7 for location)
Equity Cooperative DATCP site	Section 7	(See Figure 7 for location)
Superlocker LUST site	Section 7	(See Figure 7 for location)
Amoco bulk plant site	Section 7	(See Figure 7 for location)
Railroad section house site	Section 7	(See Figure 7 for location)
City of Amery LUST site (Center Street)	Section 7	(See Figure 7 for location)

These sites are within close proximity to the subject property and are still under investigation, remediation, or environmental monitoring. They pose a potential threat to soil and ground water quality on the subject property. They should not impede the use of the property as a recreational trail; however, there is a risk that excavation or installation of a potable water supply near these sites could encounter contamination.

The discarded solid waste along the subject property is a business environmental risk that should be taken into account when purchasing this property. Other than the solid waste, no environmental concerns originating from the subject property were discovered in this assessment.

Introduction

Polk County, P.O. Box 623, Balsam Lake, WI 54810-0623, retained Ayres Associates to conduct a Phase I Environmental Site Assessment (ESA) of an approximately 13.48-mile railroad corridor beginning 3 miles south of Dresser and extending to Amery, in Polk County, Wisconsin. The Wisconsin Central Ltd. Railroad currently owns the corridor. Polk County intends to use the corridor for a recreational trail.

A book of figures (Exhibit A) supplied by Polk County is in Appendix A. The figures define the area of sale. The corridor is referred to as the subject property in this Phase I ESA report. To facilitate discussion, the corridor was divided into seven sections. The sections are as follows:

Section 1	90 th Avenue (start) to CTH Y (Nye)
Section 2	CTH Y (Nye) to Big Lake Drive
Section 3	Big Lake Drive to HWY 65 (Wanderoos)
Section 4	Hwy 65 (Wanderoos) to CTH P (Deronda)
Section 5	CTH P (Deronda) to CTH C
Section 6	CTH C to 105 th Avenue
Section 7	105 th Avenue to Apple River (finish)

Table 1 summarizes the location, length, and report figures that pertain to each section.

This Phase I ESA has generally been prepared following procedures established by the American Society for Testing and Materials (ASTM). The ASTM publication that documents the ESA procedures is entitled *E1527-00 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The scope of services is in Appendix B.

Purpose

The purpose of this Phase I ESA is to investigate the property with respect to the potential for petroleum contamination and the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This Phase I ESA identifies recognized environmental conditions (REC). The term "recognized environmental conditions" means the presence, or likely presence, of hazardous substances or petroleum products under conditions that indicate an existing release, a past release, or a material threat of a release into the ground, ground water, or surface water of the subject property. This Phase I ESA also identifies historical recognized environmental conditions (HRECs). The term "historical recognized environmental condition" means an environmental condition that in the past would have been considered a REC; however, due to remediation or case closure, the condition is not currently considered to be a REC.

Limitations and Exceptions of Assessment

This ESA does not include a certified asbestos survey, asbestos sampling, analyzing drinking water or painted surfaces for lead content, a naturally occurring radioactive materials (NORM) survey, or any other environmental sampling or testing (e.g., soil, water, air, building materials).

Weather conditions were overcast and warm on the day of the site reconnaissance visit and did not limit observations on the subject property. The entire property was viewed by driving a 4-wheel drive ATV along the corridor.

Site Description

Site Location and Property Description

The subject property covers portions of Sections 28, 29, 31, 32, 33, Township 33 North, Range 16 West; Sections 31, 32, 33, 34, 35, 36, Township 33 North, Range 17 West; Sections 21, 25, 26, 27, 28, Township 33 North, Range 18 West, in Polk County, Wisconsin. The general property location is shown on U.S. Geological Survey quadrangle maps in Figures 1, 2, and 3.

The subject property is approximately 13.48 miles long and encompasses approximately 173.685 acres. The tracks have been removed from subject property. No buildings are currently associated with the subject property. The approximate property boundaries are shown in Figures 4 through 20.

The property right-of-way width is generally 100 feet throughout the corridor. In urban areas including Nye, Wanderoos, Deronda, and Amery, the right-of-way varies from 40 feet to 200 feet in width.

Site and Vicinity Characteristics

The entire property consists of an elevated gravel railroad grade with vegetation protruding along the length of the corridor. Vegetation included grasses, weeds, and trees.

The subject property traverses rural and urban areas in a generally west to east direction. Rural areas include occasional residences, farmsteads and farm fields, lowlands, lakes, streams, and woodlands. In urban areas, numerous residences and businesses border the property. Urban areas include Nye, Wanderoos, Deronda, and Amery. Businesses include a gas station in Nye, a bread store and storage shed in Wanderoos, Anderson Construction and Supply east of Deronda, a refurbished train depot (Bear Trap School No. 6) east of CTH C, Ferrell Gas east of 105th Avenue, and an elementary school, chiropractor, Lamperts Lumber and a closed meat packing plant and deli in Amery.

Current and Past Uses of Subject Property

The tracks have been removed from the railroad grade and local residents are currently using the property as a recreational trail. Portions of the property have been washed out or are partially overgrown by vegetation. In the past, the property was used as an active railroad track to haul freight. Before the property was a railroad, it was either undeveloped or used as farmland. The subject property does not currently have any building structures or improvements other than culverts, bridges, and utility crossings.

Current and Past Uses of Neighboring Properties

Current land uses on neighboring properties include the following:

Section 1—Farmland, lowland, fallow grasses, recreational lakes, commercial, woodland and residential

Section 2—Recreational lake, lowland, farmland, woodland, fallow grasses, and residential

Section 3—Farmland, woodland, lowland, fallow grasses, and residential

Section 4—Lowland, farmland, woodland, fallow grasses, residential, and commercial

Section 5—Lowland, farmland, recreational lake, woodland, fallow grasses, and commercial

Section 6—Woodland, lowland, fallow grasses, residential, and a refurbished train depot

Section 7—Farmland, lowland, fallow grasses, recreational lakes, commercial, woodland, and residential, and includes the City of Amery

The general area has historically been farmland, woodland, and lowland with commercial areas near Nye, Wanderoos, Deronda, and Amery. Occasional residences have historically been located along the corridor and have become more numerous in recent years.

Cost of Board of Adjustment Public Hearing Application (Variance & Administrative Appeal

Activity		Staff Time		Pos
Assist in Application Process	\$	30.00	\$	
Review Application & Conduct Site Visit (2.5 hr)	\$	150.00	\$	
Special Review (LWRD, Health, Engineering, etc)*	\$	100.00	\$	
Class 2 legal notice to paper	\$	50.00		\$ 50
Class 2 legal notice to Adjoining owners, Towns, Lake				
Districts, DNR	\$	75.00	\$	
Hearing time	\$	125.00	\$	
Decision Letter & Finalization	\$	50.00	\$	
Subtotal:	\$	580.00	\$	

Total for BOA Hearing:

\$610-710

*May or may not be required in order to provide Board of Adjustment with additional inf

** These fees do not include any additional staff time, assistance from counsel, per diems, or a
from conducting multiple hearings on the same request.

*** Can save on newspaper publication costs if combined with other applications

Created: JK 1/

**Applications)
stage Fee**

-
-
-

1.00/week x2

25.00
-
5.00
130.00

formation
additional costs

5.

25/19

RESOLUTION 12-19

Resolution to Approve Zoning Ordinance Amendment for the Town of St Croix Falls

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

1 WHEREAS, the Town of St. Croix Falls administers their own Zoning Ordinance; and

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

6 WHEREAS the Town of St. Croix Falls adopted Zoning Ordinance No. 1 on August 5, 1965,
7 amended in its entirety on May 12, 1994 and subsequent amendments including the amendment
8 on March 20, 2001; January 16, 2008; February 18, 2009; May 20, 2009; October 21, 2009;
9 March 17, 2010; April 21, 2010; August 18, 2010; March 16, 2011; April 20, 2011; October 19,
10 2011; November 16, 2011; August 21, 2013; March 18, 2015; April 15, 2015; March 16, 2016;
11 March 15, 2017; November 15, 2017; June 20, 2018; October 17, 2018; and

12 WHEREAS, the Town Board of the Town of St. Croix Falls passed Resolution 19-02
13 adopting Ordinance 19-01 amending Zoning Ordinance No. 1 at their January 16, 2019 meeting;
14 and

15 WHEREAS, the Town Board of the Town of St. Croix Falls deems it advisable and
16 necessary to
17 amend Zoning Ordinance No. 1, Chapter I, Administration and Enforcement, Section E,1. to be
18 consistent with the towns building code ordinance; and

19 WHEREAS, the Polk County Board of Supervisors must also approve any zoning ordinance
20 amendments for the town; and

21 NOW, THEREFORE, BE IT RESOLVED, that the Polk County Board of Supervisors
22 hereby approves Resolution 19-02 adopting Ordinance 19-01 amending Zoning Ordinance No. 1.

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

Submitted and Sponsored by:

Reviewed and Approved As to Form:

Jeffrey B. Fuge, Interim County Administrator

Approved as to Form and Execution:

Malia T. Malone, Corporation Counsel

At its regular business meeting on February 19, 2019, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution 12-19: Resolution to approve Zoning Ordinance No. 1 amendment for the Town of St Croix Falls, by a simple majority vote of __ in favor and __ against.

Dated this _____ day of _____, 2019 at Polk County Wisconsin.

SIGNED BY:

Dean Johansen, County Board Chairperson

Attest: _____
Sharon Jorgenson, Polk County Clerk

TOWN of ST. CROIXFALLS

www.townofstcroixfalls.org
POLK COUNTY, WISCONSIN

FRANK BEHNING, CHAIRPERSON
KATIE APPEL, SUPERVISOR
MICHAEL DORSEY, SUPERVISOR
SHARON KELLY, SUPERVISOR
GARY KOECHER, SUPERVISOR
JANET KRUEGER, CLERK
MAXINE (MAX) SPIESS, TREASURER

January 18, 2019

Land Information
Attention Director
100 Polk County Plaza, Ste 130
Balsam Lake, WI 54810

RE: Amendment to Town Zoning Ordinance

Dear Land Information Director,

The Town Board of the Town of St. Croix Falls passed Ordinance 19-01 amending the Town's Zoning Ordinance No. 1, Chapter I - Administration and Enforcement, Section E – Zoning and Sanitary Permits, 1. a. to be consistent with the Town's Building Code Ordinance.

Please present the Town of St. Croix Falls Town Board approved Ordinance 19-01 amending the Town's zoning ordinance to the Polk County Board of Supervisors for their approval.

Sincerely,



Janet Krueger
Town Clerk

Enclosure

Ordinance 19-01 Zoning Ordinance No. 1 Amendment & Resolution 19-02

TOWN
Of
ST. CROIX FALLS
Polk County, Wisconsin

**AMENDING ZONING ORDINANCE No. 1 ENTITLED "TOWN ZONING ORDINANCE"
ORDINANCE 19-01**

Section 1: Purpose

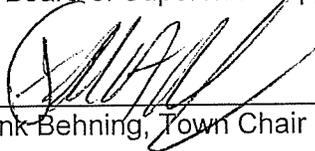
The purpose of this ordinance is to amend Chapter I - Administration and Enforcement, Section E – Zoning and Sanitary Permits, 1. – When a Permit is Required, a. – The Erection, Addition or Alteration of any Building, Structure or Portion Therefore be amended to read as follows:

Construction of any new structure or any addition to an existing structure shall require a Land Use Permit from the Town, except ~~construction or alterations not needing a building permit per the Town building inspector~~ *accessory structures under 144 square feet* do not need to obtain a land use permit. The project still must meet all the applicable requirements for obtaining a land use permit including, but not limited to, setbacks, height, and number of structures per parcel. In addition, only one (1) structure per parcel may be constructed with this exemption.

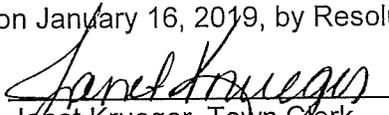
Section 2: Effective Date

This ordinance shall take effect from and after its passage, Polk County Board of Supervisors approval and legal publication.

Adopted on January 16, 2019, by Resolution 19-02



Frank Behning, Town Chair

Attested: 
Janet Krueger, Town Clerk

Posted on January 21, 2019, at the following locations:
Wayne's Cafe
Lampert's
Town Hall

Published in the Inter-County Leader on January 23, 2019.

TOWN
Of
ST. CROIX FALLS

Polk County, Wisconsin

Resolution 19-02

**A RESOLUTION ADOPTING ORDINANCE 19-01
AMENDING ZONING ORDINANCE No. 1**

WHEREAS the Town Board of the Town of St. Croix Falls has village powers under Section 60.10(2)(c), Stats., that grants police powers as set forth in Section 61.34(1), 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 St. Croix Falls adopted Zoning Ordinance No. 1 on August 5, 1965, amended in its entirety on May 12, 1994 and subsequent amendments including the amendments on March 20, 2001; January 16, 2008; February 18, 2009; May 20, 2009; October 21, 2009; March 17, 2010; April 21, 2010; August 18, 2010; March 16, 2011; April 20, 2011; October 19, 2011; November 16, 2011; August 21, 2013; March 18, 2015; March 15, 2017; June 20, 2018; October 17, 2018; and

WHEREAS the Town Board of the Town of St. Croix Falls deems it advisable and necessary to amend Zoning Ordinance No. 1, Chapter I, Administration and Enforcement, Section E, 1. To be consistent with the Town's Building Code Ordinance; and

WHEREAS the Plan Commission of the Town of St. Croix Falls held a public hearing on the proposed amendment on January 9, 2019, the first reading of the proposed amendment was had on December 19, 2018, and a second reading was held on January 16, 2019.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, does approve Ordinance 19-01 amending Zoning Ordinance No. 1; and

BE IT FURTHER RESOLVED that the Town Board of the Town of St. Croix Falls hereby petitions the Polk County Board of Supervisors to concur and ratify the amendment; and

BE IT FURTHER RESOLVED that Ordinance 19-01 become effective upon passage and publication and/or posting according to Wisconsin State Statute.

Dated this 16th day of January 2019


Attest: Janet Krueger, Town Clerk


Frank Benning, Chairperson

Approved by:

x Roll Call Vote:
5 Yeas; _0_ Nays; _0_ Absent/Abstain

ENVIRONMENTAL SERVICES COMMITTEE

2019 WORK PLAN

Date	Scheduled Agenda Items	Program Evaluation/Upcoming Issues
January	<ul style="list-style-type: none"> • Finalize 2019 Work Plan • Timber Sales 	<ul style="list-style-type: none"> • Rules of Order review/suggested changes –Jan thru May
February	<ul style="list-style-type: none"> • Tree Replacement schedule • Wildlife damage/Crop Claims 	<ul style="list-style-type: none"> • Governor’s Budget & impact
March	<ul style="list-style-type: none"> • Business Analysis of Lime Quarry 	
April	<ul style="list-style-type: none"> • Recycling Analysis/review • Tax Deed Listings 	
May	<ul style="list-style-type: none"> • Review of repairs on dams owned by Polk County 	<ul style="list-style-type: none"> • Budget Development – end of May
June	<ul style="list-style-type: none"> • Annual Report Receipt • Review of Functions 	
July	<ul style="list-style-type: none"> • Annual Reports 	
August	<ul style="list-style-type: none"> • Review/Revise Comprehensive Forest Plan 	
September		
October	<ul style="list-style-type: none"> • Budgets/Budget amendments • Annual Forestry Plan 	
November		
December	<ul style="list-style-type: none"> • Develop 2020 Work Plan 	

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