



## POLK COUNTY, WISCONSIN

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### **\*\*Amended Notice of Meeting and Agenda**

#### **Polk County Board of Supervisors**

100 Polk County Plaza, Balsam Lake, Wisconsin  
Polk County Government Center - County Board Room

**Tuesday, October 17<sup>th</sup>, 2017, at 6:00 p.m.**

Regular Business Meeting  
Open Session

#### Order of Business:

1. Call to Order
2. Receipt of Evidence and Opinion on Proper Notice
3. Roll Call
4. Pledge of Allegiance
5. Time of Reflection
6. Approval of Agenda
7. Matters Offered For Adoption on Consent Agenda:
  - a. Consideration/corrections to the published minutes from September 19, 2017, County Board Meeting
  - b. Resolution No. 65 -17 Resolution to Grant a Zoning District Change & to Amend Zoning District Map for Town of Balsam Lake
8. Public Comments –3 minutes per person –not to exceed 30 minutes total
9. County Board Chair Report
  - a. Confirmation of Appointment to Committees Affiliated With Polk County
    - i. Aging Advisory Committee– Kate Isakson
10. Receipt of Reports from County Board Standing Committees
11. Administrator's Report
  - a. Confirmation of Appointment of Laurel Park as Citizen Member to Polk County Aging Advisory Committee
  - b. 2018 Budget Proposal of Polk County

**\*\*Following the Administrator's Report, the County Board will convene as the Committee of the Whole on matters noticed herein. The Committee of the Whole may receive information, deliberate and provide the County Board with recommendation concerning such noticed Subject matters. The Committee of the Whole may not take final action on such matter. Once the Committee of the Whole adjourns and the County board reconvenes to conduct legislative activity, the County Board may take action on such matters noticed herein and recommended by the Committee of the Whole, only upon two-thirds majority vote of members present to take up and act upon such matters.**

12. Committee of the Whole:
  - a. Discussion of Resolutions and Ordinances Noticed on the Agenda
  - b. Status Report and Discussion of Highway Facility Project

- c. Receipt of information and Discussion Concerning Highway Facility Project & Bids
- d. Adjournment of Committee of the Whole

Following adjournment of the Committee of the Whole, the County Board will reconvene as a legislative body to take up, consider and act upon the subject matters identified herein, as follows:

- 13. Reconvene as County Board
- 14. Motion to Act on Matters Considered and Recommended by the Committee of the Whole, as noticed in number 12, above.
- 15. Proposed Resolutions and Ordinances Received for First Reading and Referral to Committee (to be considered at the November 21<sup>st</sup>, 2017, County Board meeting unless the County Board authorizes a second reading and vote on final passage at this meeting or as specifically noticed herein for Second Reading and Adoption. This action has been requested for Resolutions/Ordinances marked with an asterisk(\*)).

- a. \*Resolution No. 72-17: Resolution Authorizing Involvement in Opioid Litigation

\*Proposed Resolutions Concerning Highway Garage Project:

- b. \*Resolution No. 66-17: Resolution to Authorize Lease Agreement with Wisconsin Department of Transportation (Road Salt Storage Facility)
- c. \*Resolution No. 67-17: Resolution to Award Construction Contracts for Highway Garage - Bid Package #2
- d. \*Resolution No. 68-17: Resolution to Adopt Project Budget and to Authorize Expenditures for Highway Garage Project
- e. \*Resolution No. 71-17: Resolution to Transfer Funds from the Sales Tax Fund to the General Fund and to Transfer General Fund Unassigned Fund Balance to the Highway Facility Capital Project Account

\*General Obligation Bonds

- f. \*Resolution No. 69-17: Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not To Exceed \$18,385,000 General Obligation Promissory Notes, Series 2017.

\*Publication of Public Hearing on Proposed 2018 Budget

- g. \*Resolution No. 70-17: Resolution to Hold a Public Hearing on the 2018 Budget Proposal of Polk County

- 16. Proposed Resolution and Ordinances Offered for Second Reading and Adoption or Enactment at October 17<sup>th</sup>, 2017, meeting:

On Recommendation by General Government Committee:

- a. Ordinance No. 58-17: Amending Ordinance to Declare the County of Polk Self-Organized (County Board Compensation for Term 2018-2020)

- b. Resolution No. 60-17: Resolution to Authorize Demolition of Polk County Fairground Grandstand

On Recommendation by Public Safety and Highway Committee:

- c. Resolution No. 57-17: Resolution Delegating to Highway Commissioner Approval Authority for Functional Classification Changes

On Recommendation by Environmental Services Committee:

- d. Resolution No. 64-17: Resolution to Authorize Transfer of Tax Delinquent Property to Town of McKinley
- e. Resolution No. 59-17: Resolution Affirming Polk County as Sponsor and Managing Coordinator of The Stower Seven Lakes State Trail  
**\*\*Closed Session** – Pursuant to Wisconsin Statute Section 19.85(1)(g), the County Board may convene in closed session to consider and receive a verbal opinion from Corporation Counsel on anticipated litigation concerning the Stower Seven Lakes State Trail.

Following the closed session, the County Board will reconvene in open session and consider and act on matters noticed herein on this amended notice of meeting, including those matters noticed for open session and closed session.

Resolutions Concerning Highway Garage Project

- f. Resolution No. 62-17: Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #1

17. Supervisors Announcements

18. Adjourn

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



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On Recommendation by Environmental Services Committee:

- d. Resolution No. 64-17: Resolution to Authorize Transfer of Tax Delinquent Property to Town of McKinley
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Resolutions Concerning Highway Garage Project

- f. Resolution No. 62-17: Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #1

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**Polk County Board of Supervisors**  
Polk County Government Center - County Board Room  
100 Polk County Plaza, Balsam Lake, Wisconsin

**Minutes of the Regular Meeting**  
**Tuesday, September 19<sup>th</sup>, 2017**

Chairman Dean Johansen called the regular September 19<sup>th</sup>, 2017 meeting of the Polk County Board of Supervisors to order at 6:02 p.m.

Chairman Johansen recognized the County Clerk for purposes of receiving evidence of proper notice. The County Clerk stated that the notice of meeting was properly posted in the Government Center Building, posted on the County website, and published in a legal newspaper in accordance with Wisconsin Statute Section 985.02 the week of September 11, 2017. In addition, the Office of the County Clerk distributed on September 8, 2017 copies of such notice of meeting and proposed resolutions to supervisors via e-mail and mail in accordance with Article 3, Section 2 of the County Board Rules of Order.

The County Board received verbal opinion of Corporation Counsel Fuge that the initial advance written notice, posted and published as described by the Clerk satisfied the applicable provision of Wisconsin Open Meetings Law and the applicable procedural provisions of the Polk County Board Rules of Order.

Chairman Johansen recognized the County Clerk for purposes of taking roll call. All fifteen County Board Supervisors were present.

Chairman Johansen led the County Board in the Pledge of Allegiance.

Chairman Johansen called for a Time of Reflection. No Time of Reflection was received.

Chairman Johansen called to the floor consideration and approval of the agenda as noticed.

**Motion** (Bonneprise/Jepsen) to approve the agenda as noticed. Chairman Johansen called for a voice vote on the motion to approve the agenda. **Motion** carried unanimously by voice vote.

Chairman Johansen called to the floor for approval of the Consent Agenda. **Motion** (Masters/Jepsen) to approve the Consent agenda as published. Chairman Johansen called for a voice vote on the motion to adopt Consent Agenda. **Motion** carried unanimously by voice vote. Minutes from August 15<sup>th</sup>, 2017 approved as published.

Time was given for public comment. Board received public comment.

County Board received County Board Chair report regarding information on Wisconsin Indianhead Technical College, dues paid to Wisconsin Counties Association, and announcement of the upcoming Governor's Northern Wisconsin Economic & Community Development Summit on October 25, 2017 in Trego for Supervisors who wish to attend.

Chairman Johansen called upon Deputy Administrator Jerrick to present monthly administrator's report. County Board received the written Report of Standing Committees from Deputy Administrator Jerrick and Chair acknowledged receipt of reports from standing committees. County Board received information regarding funding mix options for Highway Facility Project with more information to follow in October. Policy 10 issue and information will be addressed in committee meetings in October. Board will consider budget ceilings in October. Board may offer policy amendments for budget. Deputy Administrator noted the purple ribbons in the government center are to celebrate National Recovery Month to increase awareness and understanding of mental illness and substance use, celebrate those in recovery, and, at the same time extended gratitude to behavioral health employees for their dedication and commitment in serving the public.

Chairman Johansen called the Board in recess at 6:31 p.m. Chairman Johansen called the Board back in session at 6:38 p.m.

Chairman Johansen declared Board in session convening as Committee of the Whole at 6:38 p.m.

Chairman Johansen called upon Deputy Administrator Jerrick for status report on Highway Facility project. Board received information on upcoming bid events for Highway Facility project: October 3<sup>rd</sup> – Local Contractor informational meeting for Bid Package 2, October 13<sup>th</sup> bids for Bid Package 2 are due with bid opening at 2 p.m. Executive Committee will make recommendations on Bid Packages 1 and 2 in October. Board received a copy of bid tabulation results and presentation of bid results for former Bishop Building remodeling from James Hanke, representing Construction Manager Market & Johnson.

Chairman Johansen called for a motion to adjourn Committee of the Whole session. **Motion** (Demulling/Jepsen) to adjourn Committee of the Whole session. Chairman Johansen called for a voice vote on the motion to adjourn Committee of the Whole session. **Motion** to adjourn Committee of the Whole session (6:58 p.m.) carried by unanimous voice vote.

Chairman Johansen declared County Board back in legislative session (6:58 p.m.).

Chairman Johansen called to the floor first reading of the following resolutions:

Resolution No. 57-17: Resolution Delegating to Highway Commissioner Approval Authority for Functional Classification Changes – To be referred to Public and Safety Highway Committee.

Ordinance No. 58-17: Amending Ordinance to Declare the County of Polk Self-Organized (County Board Compensation for Term 2018-2020) – To be referred to General Government Committee.

Resolution No. 59-17: Resolution Affirming Polk County as Sponsor and Managing Coordinator of the Stower Seven Lakes State Trail – To be referred to General Government Committee and Environmental Services Committee.

Resolution No. 60-17: Resolution to Authorize Demolition of Polk County Fairground Grandstand – To be referred to General Government Committee.

Resolution No. 62-17: Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #1 – To be referred to Executive Committee

Resolution No. 64-17: Resolution to Authorize Transfer of Tax Delinquent Property to Town of McKinley – To be referred to Environmental Services Committee.

Chairman Johansen called for a motion to receive noted resolutions and ordinance for first reading and referral to appropriate committees **Motion** (Jepsen/Masters) to receive and refer resolutions and ordinance to appropriate committees. Chairman Johansen called for a voice vote on the motion. **Motion** carried by majority voice vote with one opposed (Supervisor O’Connell).

Chairman Johansen called for a procedural motion to have second reading and vote on final passage for Resolution No. 61-17 and Resolution No. 63-17. **Motion** Luke/Demulling to move to the floor for second reading and consideration for adoption Resolution No. 61-17: Resolution Affirming Support of Proposed Judgeship Legislation to Establish Third Branch of Polk County Circuit Court; and Resolution No. 63-17: Resolution to Award Construction Contracts for Highway Garage – Bishop Building Remodeling. Chairman Johansen called for a voice vote on the motion. **Motion** carried by unanimous voice vote.

Chairman Johansen called to the floor, Resolution No. 61-17: Resolution Affirming Support of Proposed Judgeship Legislation to Establish Third Branch of Polk County Circuit Court. Chairman Johansen called for a motion to adopt Resolution 61-17. **Motion** (Masters/Route) to adopt Resolution No. 61-17. Chairman Johansen called for a voice vote to approve the motion to adopt Resolution No. 61-17. **Motion** to adopt Resolution 61-17 carried by unanimous voice vote. Resolution 61-17 adopted.

Chairman Johansen called to the floor, Resolution No. 63-17: Resolution to Award Construction Contracts for Highway Garage – Bishop Building Remodeling. Chairman Johansen called for a motion to adopt Resolution 63-17. **Motion** (Bonneprise/Jepsen) to adopt Resolution No. 63-17. **Motion** (Arcand/Bonneprise) to amend Resolution No. 63-17 starting at line 17, as follows:

“NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorizes that the public improvement project of the construction of the Polk County Highway Garage,

including the remodeling of the Bishop Building, proceed with all expenditures to be approved by the Polk County Board of Supervisors (deleting the following wording: awards the various construction contracts to the respective lowest responsible contractor identified on “Bishop Building Bid Package Awarded Contracts”, attached hereto and incorporated herein).

BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statute Sections 59.52(29) and 66.0901, the Polk County Board of Supervisors awards the various construction contracts to the respective lowest responsible contractor identified on ‘Bishop Building Bid Package Awarded Contracts’, attached hereto and incorporated herein.”

Chairman Johansen called for a voice vote to approve the motion to amend Resolution No. 63-17. **Motion** to amend Resolution 63-17 carried by majority voice vote with one opposed (Supervisor Edgell).

**Motion** Jepsen/Masters to further amend Resolution No. 63-17, to insert as and for Funding Source as “Highway Facility Project Fund”; Funding amount of \$326,098.00, and awarding construction contracts for bid package as per bid tabulation results. Chairman Johansen called for a voice vote on the motion. **Motion** to add funding source as “Highway Facility Project Fund” and funding amount as “\$326,098.00”, and add Bid award information to contractors as per Bid Tabulation sheet carried by unanimous voice vote.

Proposed amendment by Supervisor Nelson on Resolution No. 63-17. Motion Nelson/Olson to further amend Resolution No. 63-17 as follows:

“BE IT FURTHER RESOLVED that the County Board of Supervisors authorizes an additional allocation of \$20,000 for contingency fund purposes with authorization for expenditure consistent with the County Finance procurement policy.”

After discussion, Chairman Johansen received the request of Supervisor Nelson and Supervisor Olson to withdraw said motion and declared said motion withdrawn.

Chairman Johansen called the board in recess at 7:39 p.m. Chairman Johansen called the board back in session at 7:49 p.m.

**Motion** Nelson/Olson to further amend Resolution No. 63-17 as follows:

“BE IT FURTHER RESOLVED that, notwithstanding applicable provision in the County Finance Policy, the County Administrator is authorized to enter into construction contracts in sums not exceeding \$20,000 as necessary for contingency matters that may arise in the performance of contracts awarded in this resolution” (and re-number as lines 26 to 28).

Chairman Johansen called for a voice vote on the proposed amendment to Resolution No. 63-17. Motion carried by unanimous voice vote.

Chairman Johansen called for a roll call vote on the motion to adopt Resolution No. 63-17 as amended. **Motion** to adopt Resolution No. 63-17 as amended carried by roll call vote with 13 supervisors for and two opposed (Supervisors Prichard and Edgell). Resolution 63-17 adopted as amended.

Time was given for Supervisors Reports/Announcements. Board received reports from Supervisors.

Chairman Johansen called for a motion to adjourn. **Motion** (Masters/Prichard) to adjourn. Chairman Johansen called for a voice vote on the motion to adjourn. **Motion** to adjourn carried by unanimous voice vote. Chairman Johansen declared meeting adjourned 7:56 p.m.

Respectfully submitted,

Sharon E. Jorgenson, Polk County Clerk

As Reviewed and Marked by Corporation Counsel

**County of Polk**  
**Office of the County Administrator**

Dana Frey  
County Administrator  
100 Polk Plaza, Suite 220  
Balsam Lake, WI 54810  
Phone (715) 485-9212



Andrea Jerrick  
Deputy County Administrator  
100 Polk Plaza, Suite  
Balsam Lake, WI 54810  
Phone (715) 485-9123

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October 6, 2017

MEMORANDUM

TO: Polk County Board of Supervisors

FROM: Dana Frey, County Administrator  
Andrea Jerrick, Deputy Administrator

RE: Resolutions on Highway Facility

Given the size of the packet for October 17<sup>th</sup>, we thought it worthwhile to write a brief cover memo to let you know what's in that packet. We also want to let you know that we are considering having another Committee of the Whole meeting on October 16<sup>th</sup> to review all of the Highway Facility issues; once we have confirmed that, we will call you and let you know.

First, an update. Last Tuesday, a bidders' conference was held here on Bid Package 2 to help local contractors bid for work on the new facility, and sixteen contractors attended. Bids are due by 2:00 PM Friday October 13<sup>th</sup>; if you know of contractors who might be interested, please encourage them to bid.

Construction on the old Bishop building (renamed Highway Building 2) will start on Monday. We had some success in getting local contractors to bid; over one-fourth of the contractors were from Polk County and all but one from northwestern Wisconsin. The project will be completed well before winter, providing great indoor storage for all of our seasonal equipment!

We are firming up costs for the new facility, and will have a recommendation on financing for the General Government Committee next Thursday afternoon, October 12<sup>th</sup>. As stated from the beginning, we are looking at a mix of bonding and fund balance to pay for the facility; the exact mix is of course up to the County Board. We will have a separate memorandum on this issue next week.

Bids will be opened on Friday, October 13<sup>th</sup>, compiled over the weekend, and presented to the Executive Committee on the afternoon of Monday, October 16<sup>th</sup>. We expect quite a few bids on all aspects of the facility, as the interest has been high. Note, again, that we are considering a special Committee of the Whole meeting on Monday evening and will let you know.

**Resolutions and brief summary:**

**Resolution No. 66-17: Resolution to Authorize Lease Agreement with Wisconsin Department of Transportation (Road Salt Storage Facility).** This resolution provides for State funding of the new salt shed at the Highway Facility to compensate the County for the cost of storage to be used on State highways by our State crews. WisDOT will pay \$450,000 of the \$696,000 construction costs, or nearly 2/3 of the total cost.

**Resolution No. 67-17: Resolution to Award Construction Contracts for Highway Garage - Bid Package #2.** This resolution covers the bulk of the project and, together with Bid Package #1 (and the Bishop remodeling) authorizes most of the upcoming expenditures.

**Resolution No. 68-17: Resolution to Adopt Project Budget and to Authorize Expenditures for Highway Garage Project.** This resolution adopts the project budget (the amount will need to be amended following final bids) and allows the County Administrator to approve change orders of up to \$50,000. **Resolution No. 71-17: Resolution to Transfer Funds from the Sales Tax Fund to the General Fund and to Transfer General Fund Unassigned Fund Balance to the Highway Facility Capital Project Account.** This resolution would transfer the balance of the sales tax fund to the General Fund (estimated at approximately \$1 million on December 31) and expend fund balance in an amount decided by the County Board.

**Resolution No. 69-17: Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not To Exceed \$18,385,000 General Obligation Promissory Notes, Series 2017.** This is the main resolution as it authorizes the sale of bonds to both fund the new highway facility and to refinance the 2005 bonds. (As a reminder, refinancing these bonds will save the County about \$400,000 in interest costs.) As written, this resolution would authorize a full \$11.3 million in bonding for the new Highway Facility and \$7 million to refinance the 2005 bond; we will have an amendment prepared to reduce that amount through the use of fund balances. The timetable is for the sale to be noticed on October 19<sup>th</sup>, the sale to occur on October 26<sup>th</sup>, and the Executive Committee to meet that day to agree to the sale terms. The reason for the short timetable is we have to issue a call letter on the 2005 bond refinancing by November 1.

**Resolution No. 62-17: Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #1.** As you may recall, action on this resolution was deferred from the September meeting as only one bid was received on a major component of that package. If approved, this resolution would authorize the structural part of the facility to be built.

Please contact us if you have questions on any of these issues.

RESOLUTION 65 - 2017

Resolution to Grant a Zoning District Change & to Amend Zoning District Map for Town of Balsam Lake

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

1. WHEREAS, Terry Peer has petitioned the Polk County Board of Supervisors
2. requesting that a parcel of real estate be rezoned General Business/Commercial (B-1) District, thereby
3. removing said parcel from the Hamlet (H-1) and Residential-Agricultural (RA-5) districts; and
4. WHEREAS, the Town Board of Balsam Lake has not objected to said District Change; and
5. WHEREAS, a public hearing was held on Wednesday, September 20, 2017, at 9:15am, at the Polk
6. County Government Center by the Environmental Services Committee of the Polk County Board of
7. Supervisors as required by the provisions of Wisconsin Statute Section 59.69(5)(e) regarding said
8. District Change; and
9. WHEREAS, at said public hearing no objections were filed with regard to said proposed Zoning
10. District Change; and
11. WHEREAS, the Environmental Services Committee of the Polk County Board of Supervisors has
12. reviewed said proposed Zoning District Change, and has recommended that the Polk County Board of
13. Supervisors grant said proposed change.
14. NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors grant the
15. proposed zoning change.
16. BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statute Section 59.69(5)(e), the Polk
17. County Board of Supervisors does hereby amend the Polk County Comprehensive Land Use
18. Ordinance to provide that the following described parcel of real estate be removed from the
19. H-1 and RA-5 Districts and be rezoned to the B-1 District:
20. Lot 5, CSM #6698, recorded in volume 30/page 152, located in the NW
21. ¼ of the NE ¼ of Sec 31/T34N/R17W, Town of Balsam Lake, Polk
22. County, WI, parcel #006-00914-0200, 3 acres.
23. BE IT FURTHER RESOLVED that said district change to be recorded on the Zoning District map
24. of the Town of Balsam Lake, which is on file in the office of the Polk County Zoning Administrator
25. pursuant to Section 10.4.1 of the Polk County Comprehensive Land Use Ordinance.

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

Submitted & sponsored by the Environmental Services Committee:

Kate Isakson  
Dale Wood  
James A. Edgelee

L. A. O'Connell  
Riley Crabtree

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

[Signature]  
Dana Frey, County Administrator

Review By Corporation Counsel:

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

[Signature]  
Jennifer B. Edge, Corporation Counsel

At its regular business meeting on Tuesday, October 17, 2017, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution 65-17: Resolution to Grant a Zoning District Change and to Amend Zoning District Map for the Town of Balsam Lake, by a simple majority vote of \_\_\_ in favor and \_\_\_ against.

Dated this 17<sup>th</sup> day of October, 2017 at Polk County Wisconsin.

\_\_\_\_\_  
Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
Sharon Jorgenson, Polk County Clerk

# Polk County Land Information Department



Zoning | Planning | Mapping | Surveyor

100 Polk County Plaza, Suite 130  
Balsam Lake, WI 54810

Phone (715) 485-9279  
Fax (715) 485-9246

Sara McCurdy, Director

TO: County Board Supervisors  
FROM: Zoning Administration  
DATE: September 20, 2017  
RE: District Change from Hamlet/Residential-Agricultural-5 to Commercial (B-1)  
1738 US Hwy 8, Sec 31/T34N/R17W, Town of Balsam Lake, parcel #006-00914-0200

On Wednesday, September 20, 2017, Terry Peer petitioned the Polk County Environmental Services Committee to rezone 3 acres from Hamlet/Residential-Agricultural-5 to Commercial (B-1) located on the above captioned property. At the public hearing, no objections were filed and the committee recommends the proposed change. If approved, the following uses will be allowed:

- Appliances Sales/Service
- Antique stores
- Art Galleries
- Auto Sales and Service
- Banks, Credit Unions or other financial institutions
- Barber/Beauty Shop
- Bars/taverns
- Bowling Alleys
- Car Washes
- Clothing stores
- Community Center
- Coffee Shop
- Convenience stores
- Day Care Center
- Drug Store or Pharmacy
- Essential Services
- Farm implement - repair & sales
- Feed Mill
- Florist
- Firework Stands
- Fruit and Vegetable Market, Grocery, Meat and Fish Market or other food products store
- Funeral Homes
- Furniture, Office Equipment stores
- Gas stations
- Gyms/exercise facilities
- Hardware and Paint Store
- Indoor Storage Facilities
- Internet Cafe
- Jewelry Store
- Landscaping Sales
- Laundromat Business & Professional offices or clinics
- Liquor Store
- Lumber Yard
- Manufacture or storage in connection with any of the above uses, when clearly incidental to the conduct of the retail business on the premises.
- Marine Sales and service
- Motels/Hotels
- Museums
- Music sales/service
- Pet shop
- Radio, Televisions & other electronics sales/service
- Real Estate Offices
- Restaurant, Drive-In Food Service, Supper Club, and Catering
- Sporting Goods and Accessories
- Small engine repair
- Truck Stop
- Theater
- Veterinarians
- Video Sales and Rental
- There may be one single-family dwelling unit on the premises, either attached or detached in connection with any of the above uses.

**Conditional Uses:** Airport, hospital, breweries, brew-pubs, wineries, outdoor storage facilities and other similar and compatible use as determined by the Board of Adjustment.

Resolution No. 72-17  
Authorizing Involvement in Opioid Litigation

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

Ladies and Gentlemen:

WHEREAS Polk County ("County") is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

WHEREAS, issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Wisconsin and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic ("Opioid Epidemic"); and

WHEREAS, the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

WHEREAS, the National Institute for Health has identified the manufacturers of certain of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and unethical marketing practices; and

WHEREAS, certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and

WHEREAS, County has spent millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and

WHEREAS, County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and

WHEREAS, County's provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County's ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and

WHEREAS, all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and

WHEREAS, County has been informed that numerous counties and states across the country have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to force the persons and entities responsible for the Opioid Epidemic to assume financial responsibility for the costs associated with addressing, combatting and otherwise dealing with the Opioid Epidemic; and

WHEREAS, County has engaged in discussions with representatives of the law firms of von Briesen & Roper, S.C., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) related to the potential for County to pursue certain legal claims against certain opioid manufacturers; and

WHEREAS, County has been informed that the Law Firms have the requisite skill, experience and wherewithal to prosecute legal claims against certain of the opioid manufacturers on behalf of public entities seeking to hold them responsible for the Opioid Epidemic; and

WHEREAS, the Law Firms have proposed that County engage the Law Firms to prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would not be compensated unless County receives a financial benefit as a result of the proposed claims and the Law Firms would advance all claim-related costs and expenses associated with the claims; and

WHEREAS, all of the costs and expenses associated with the claims against certain of the opioid manufacturers would be borne by the Law Firms; and

WHEREAS, the Law Firms have prepared an engagement letter, which is submitted as part of this Resolution (“Engagement Letter”) specifying the terms and conditions under which the Law Firms would provide legal services to County and otherwise consistent with the terms of this Resolution; and

WHEREAS, County is informed that the Wisconsin Counties Association has engaged in extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms, County and other counties in the prosecution of claims against certain of the opioid manufacturers; and

WHEREAS, County would participate in the prosecution of the claim(s) contemplated in this Resolution and the attached Engagement Letter by providing information and materials to the Law Firms and, as appropriate, the Wisconsin Counties Association as needed; and

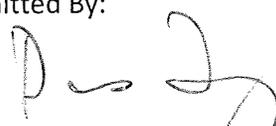
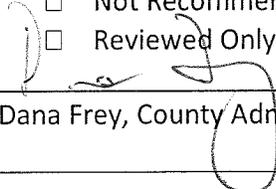
WHEREAS, County believes it to be in the best interest of County, its citizens, residents, visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims against certain of the opioid manufacturers, all upon the terms and conditions set forth in the Engagement Letter; and

WHEREAS, by pursuing the claims against certain of the opioid manufacturers, County is attempting to hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs assumed by County and other public agencies across the country in dealing with the Opioid Epidemic.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorizes and agrees to be bound by the Engagement Letter, attached hereto and incorporated herein, and hereby directs the appropriate officer of the County to execute the same on behalf of the County.

BE IT FURTHER RESOLVED that County shall endeavor to faithfully perform all actions required of County in relation to the claims contemplated herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and assist the Law Firms in relation thereto.

BE IT FURTHER RESOLVED that the Clerk is directed to forward a copy of this Resolution, together with the signed Engagement Letter, to the Wisconsin Counties Association, 22 E. Mifflin Street, Suite 900, Madison, Wisconsin, 53703.

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	
Effective Date:	Upon Passage
Dated Submitted To County Board	October 17, 2017
Submitted By: 	_____
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

At its regular business meeting on the 17<sup>th</sup> of October 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 72-17: Resolution to Authorize Involvement in Opioid Litigation, as follows:

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

SIGNED BY:

\_\_\_\_\_  
Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
Sharon E. Jorgenson, County Clerk

September 25, 2017

**VIA EMAIL**

Polk County  
c/o Dean K. Johansen, Board Chair  
Dana Frey, County Administrator

**RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers***

Dear Polk County Officials:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively “Counsel”) will provide legal services to Polk County (“County”) in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively “Opioid Manufacturers”). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

**SCOPE OF SERVICES**

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers (“Lawsuit”) upon the terms and conditions set forth herein.

**RESPONSIBILITIES**

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County’s inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers (“National Law Firm”) and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel

and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<b><u>Firm Name</u></b>	<b><u>Percentage of Fees if Successful</u></b>
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	45%
Simmons Hanly Conroy LLC	45%

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

#### **ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT**

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County

disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c., respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being

advised of the circumstances of the potential or actual conflict and County has provided informed consent.

## **FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES**

### **A. Calculation of Contingent Fee**

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

### **B. Nature of Contingent Fee**

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

### **C. Disbursement of Recovery Proceeds to County**

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law

Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

### **TERMINATION OF REPRESENTATION**

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

### **SETTLEMENT**

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

### **NO GUARANTEE OF RECOVERY**

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

### **LIMITED LIABILITY**

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

### **COMMUNICATION BY E-MAIL**

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

### **FILE RETENTION AND DESTRUCTION**

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

### **MISCELLANEOUS**

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

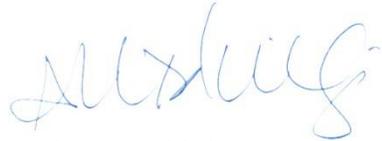
The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

**CONCLUSION**

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

**von BRIESEN & ROPER, s.c.**



Andrew T. Phillips

**CRUEGER DICKINSON LLC**



Erin K. Dickinson

**SIMONS HANLY CONROY LLC (Acknowledged)**

Paul J. Hanly, Jr.

POLK COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

cc: Corporation Counsel

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

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

Ladies and Gentlemen:

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

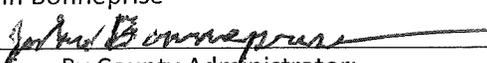
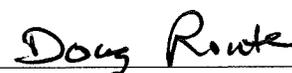
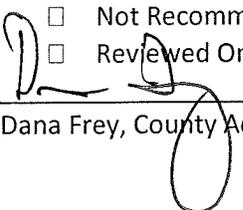
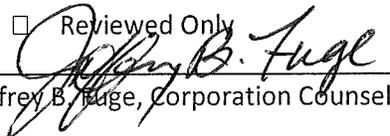
WHEREAS, Polk County owns land located at 818 Loon Drive, Balsam Lake, Wisconsin, comprising of approximately 3,000 square feet of the property described as NE ¼ SW ¼ of Section 10, T34 North, Range 17 West, Village of Balsam Lake, Polk County, Wisconsin, that is suitable for such purposes.

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

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

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

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

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

Acknowledgement of County Board Action

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

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

SIGNED BY:

\_\_\_\_\_  
 Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_

Sharon E. Jorgenson, County Clerk

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

**Section 1: Lease Agreement**

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

**Section 2: Basic Lease Provisions**

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

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

### Section 3: Maintenance Payment

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

### Section 4: Construction, Alteration, and Refurbishment

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

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

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

### **Section 5: Renewal Term**

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

### **Section 6: Permitted Use**

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

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

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

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

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

### Section 8: Utilities

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

### Section 9: Insurance and Related Liability

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

### Section 10: Damage or Destruction

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

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

## Section 11: Taxes

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

## Section 12: Default

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

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

### **Section 13: Duty to Keep Premises Free of Liens**

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

### **Section 14: Termination**

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

### **Section 15: Indemnity**

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

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

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

## **Section 16: Environmental Matters**

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

## Section 17: Miscellaneous Provisions

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

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

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

23

Landlord:

Tenant:

Polk County

Wisconsin Department of Transportation  
Regional Operations Manager

\_\_\_\_\_  
By: Sharon Jorgenson

\_\_\_\_\_  
By: Tom Beekman

Dated this \_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_ day of \_\_\_\_\_, 2017

Wisconsin Department of Transportation  
Statewide Maintenance Engineer

\_\_\_\_\_  
By: James Hughes

Dated this \_\_\_ day of \_\_\_\_\_, 2017

1 Polk County Board of Supervisors  
2 Resolution No. 67-17  
3 Resolution to Award Construction Contracts for Highway Garage – Bid Package #2

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

5 Ladies and Gentlemen:

6 WHEREAS, in adopting Resolution No. 50-17, the Polk County Board of Supervisors approved and adopted  
7 plans for the construction of the Polk County Highway Garage (Project); and

8 WHEREAS, it is in the interest of the County for the project to move forward in a timely and integrated manner  
9 on multiple divisions of work with the County Board awarding construction contracts to the lowest responsible  
10 bidder for each division of work; and

11 WHEREAS, Bid Package #2 for the construction work of the new facility has been competitively bid, and, on  
12 October 13, 2017, the County and Market & Johnson, construction manager, opened and reviewed bids  
13 received and those accepted as conforming bids were evaluated; and

14 WHEREAS, on October 16, 2017, the Executive Committee considered the bid submissions accepted as  
15 conforming for Bid Package #2 and recommended to the County Board to award those certain construction  
16 contracts for Bid Package #2 to the corresponding lowest responsible bidder identified on the document  
17 entitled Bid Package #2 Awarded Contracts, attached hereto and incorporated herein.

18 NOW, THEREFORE, BE IT RESOLVED that, pursuant to Wisconsin Statute Sections 59.52(29) and 66.0901, the  
19 Polk County Board of Supervisors awards the various construction contracts to the respective lowest  
20 responsible contractor identified on Bid Package #2 Awarded Contracts, attached hereto and incorporated  
21 herein.

22 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the County Administrator, in  
23 coordination with Market & Johnson, to let, negotiate and execute on behalf Polk County those construction  
24 contracts awarded in this resolution.

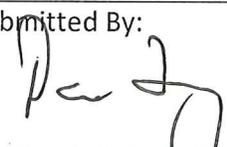
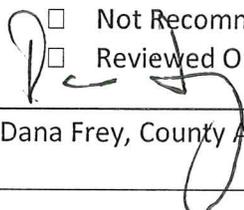
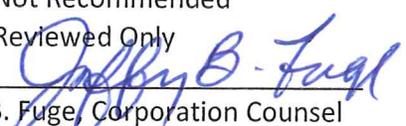
Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction  
Contracts for Highway Garage – Bid Package #2

**Bid Package #2 Awarded Contracts**

WORK CATEGORY AND NUMBER	SPECIFICATION SECTION(S) PORTION OF WORK	BID AWARD - CONTRACTOR	BID AMOUNT

Resolution No. 67-17

Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #2

Funding Source/ Funding Amount:	Highway Facility Project Fund/ As stated in Resolution
Date Reviewed as to Appropriations:	Executive Committee – October 16, 2017
Committee Recommendation as To Appropriation:	Passage
Effective Date:	Upon Passage
Dated Submitted To County Board	October 17, 2017
Submitted By: 	_____
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

At its regular business meeting on the 17<sup>th</sup> of October 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 67-17: Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #2, as follows:

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

SIGNED BY:

\_\_\_\_\_  
Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
Sharon E. Jorgenson, County Clerk

Polk County Board of Supervisors  
Resolution No. 68-17

Resolution to Adopt Project Budget and to Authorize Expenditures for Highway Garage Project

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

Ladies and Gentlemen:

WHEREAS, in adopting Resolution No. 50-17, the Polk County Board of Supervisors approved and adopted plans for the construction of the Polk County Highway Garage (Project); and

WHEREAS, on September 13, 2017, the Polk County Board of Supervisors, meeting as the Committee of the Whole, received cost estimates for the Highway Garage Project that included anticipated expenditures to construct the new facility, professional services, remodel the Bishop Building, demolition of the existing Highway Shop building and site restoration, and amounts recommended by Market & Johnson, construction manager, for contingencies that may arise in the course of construction and completion of all aspects of the Highway Garage Project; and

WHEREAS, as the County has received bids on the project and awarded construction contracts, the cost estimates have been revised and are identified on the "Bid Package and General Construction Elements Working Budgets", attached hereto and incorporated herein.

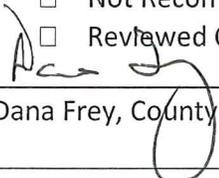
NOW, THEREFORE, BE IT RESOLVED that Polk County Board of Supervisors adopts a project budget for the Highway Garage Project in the amount not to exceed \$11,687,432, as reflected and itemized in the "Bid Package and General Construction Elements Working Budgets" attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the County to incur expenditures in a sum of not to exceed the adopted project budget amount for the purpose of completing all aspects of the Highway Garage Project.

BE IT FURTHER RESOLVED that, notwithstanding purchasing provisions contained in the County Finance policy, the Polk County Board of Supervisors authorizes the County Administrator to authorize contracts or work that may arise as a contingency or change order in an amount not to exceed \$50,000.

Polk County Board of Supervisors  
Resolution No. 68-17

Resolution to Adopt Project Budget and to Authorize Expenditures for Highway Garage Project

Funding Source/ Funding Amount:	
Date Reviewed as to Appropriations:	General Government – October 12, 2017 Executive Committee – October 16, 2017
Committee Recommendation as To Appropriation:	Passage
Effective Date:	Upon Passage
Dated Submitted To County Board	October 17, 2017
Submitted By:	_____
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

At its regular meeting on the 17<sup>th</sup> of October 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 68-17: Resolution to Adopt Project Budget and to Authorize Expenditures for Highway Garage Project, as follows:

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

SIGNED BY:

\_\_\_\_\_  
Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
Sharon E. Jorgenson, County Clerk

Resolution No. 71-17

Resolution to Transfer Funds from the Sales Tax Fund to the General Fund and to Transfer General Fund Unassigned Fund Balance to the Highway Facility Capital Project Account

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

Ladies and Gentlemen:

1 WHEREAS, the Polk County Board of Supervisors is undertaking the construction of a new  
2 highway facility; and

3 WHEREAS, the Polk County Board of Supervisors is desirous of maintaining a stable and  
4 sustainable level of debt service; and

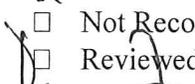
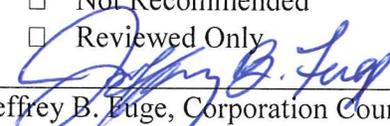
5 WHEREAS, Polk County has built fund balance to a level that exceeds that in current policy and  
6 the amount needed for prudent financial management; and

7 WHEREAS, this excess fund balance may be used to offset a portion of the cost of the new  
8 highway facility.

9 NOW, THEREFORE, BE IT RESOLVED that the entire amount of the sales tax fund balance as  
10 of December 31, 2017, be transferred to the General Fund.

11 BE IT FURTHER RESOLVED that \_\_\_\_\_ of the unassigned General Fund fund balance as  
12 of December 31, 2017, be transferred to the Highway Facility Capital Project Account  
13 established by Resolution 36-17.

14 BE IT FURTHER RESOLVED that an amount of \_\_\_\_\_ of the Capital Project  
15 Account be set aside as a contingency for potential cost adjustments.

Funding Source/ Funding Amount:	As noted in Resolution
Date Reviewed as to Appropriations:	
Committee Recommendation as To Appropriation:	
Effective Date:	Upon Passage
Dated Submitted To County Board	October 17, 2017
Submitted By: 	
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on October 17, 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 71-17, Resolution to Transfer Funds from the Sales Tax Fund to the General Fund and to Transfer General Fund Unassigned Fund Balance to the Highway Facility Capital Project Account, as follows:

- Adopted by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Adopted by majority voice vote.
- Defeated by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: \_\_\_\_\_

SIGNED BY:

\_\_\_\_\_  
Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
Sharon E. Jorgenson, County Clerk

RESOLUTION NO. 69-17

RESOLUTION AUTHORIZING THE ISSUANCE AND  
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO  
EXCEED \$18,385,000 GENERAL OBLIGATION  
PROMISSORY NOTES, SERIES 2017

1 WHEREAS, on August 15, 2017, the County Board of Supervisors of Polk County,  
2 Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted an initial  
3 resolution authorizing the issuance of general obligation bonds or promissory notes in an amount  
4 not to exceed \$11,330,000 for the public purpose of financing the construction and equipping of  
5 a highway facility and reimbursement of related land and building acquisition costs (the  
6 "Project") and an initial resolution authorizing the issuance of general obligation bonds in an  
7 amount not to exceed \$7,055,000 for the public purpose of refunding obligations of the County  
8 (the above-referenced initial resolutions are referred to herein as the "Initial Resolutions");

9 WHEREAS, on August 15, 2017, the County Board of Supervisors of the County also  
10 adopted a resolution providing that the general obligation bond or promissory note issues  
11 authorized by the Initial Resolutions be issued and sold for the purpose of paying the cost of the  
12 Project and refunding obligations of the County;

13 WHEREAS, the obligations to be refunded are the General Obligation Refunding Bonds,  
14 dated March 15, 2005, due on and after December 1, 2018 (the "Refunded Obligations")  
15 (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

16 WHEREAS, the County Board of Supervisors hereby finds and determines that the  
17 Project is within the County's power to undertake and therefore serves a "public purpose" as that  
18 term is defined in Section 67.04(1)(b), Wisconsin Statutes;

19 WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in  
20 the best interest of the County to refund the Refunded Obligations for the purpose of achieving  
21 debt service savings;

22 WHEREAS, the County is authorized by the provisions of Section 67.12(12), Wisconsin  
23 Statutes, and the Initial Resolutions to borrow money and issue general obligation promissory  
24 notes for such public purposes and to refinance its outstanding obligations;

25 WHEREAS, it is the finding of the County Board of Supervisors that it is in the best  
26 interest of the County to direct its financial advisor, PMA Securities, Inc. ("PMA"), to take the  
27 steps necessary for the County to offer and sell its general obligation promissory notes (the  
28 "Notes") at public sale and to obtain bids for the purchase of the Notes; and

29 WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the County  
30 Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best  
31 interest of the County to delegate to the Executive Committee of the County Board the authority  
32 to accept on behalf of the County the bid for the Notes that results in the lowest true interest cost  
33 for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution

1 by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated  
2 herein by reference (the "Approving Certificate").

3 NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the  
4 County that:

5 Section 1. Sale of the Notes; Parameters. For the purpose of paying costs of the Project  
6 and the Refunding, the County is authorized to borrow pursuant to Section 67.12(12) Wisconsin  
7 Statutes, the principal sum of not to exceed EIGHTEEN MILLION THREE HUNDRED  
8 EIGHTY-FIVE THOUSAND DOLLARS (\$18,385,000) upon the terms and subject to the  
9 conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in  
10 Section 15 of this Resolution, the Chairperson and County Clerk are hereby authorized,  
11 empowered and directed to make, execute, issue and sell to the financial institution that  
12 submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the County, the  
13 Notes aggregating the principal amount of not to exceed EIGHTEEN MILLION THREE  
14 HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$18,385,000). The purchase price to be  
15 paid to the County for the Notes shall not be less than 100% of the principal amount of the Notes  
16 and the difference between the initial offering prices provided by the Purchaser of the Notes and  
17 the purchase price to be paid to the County by the Purchaser shall not exceed 3.50% of the  
18 principal amount of the Notes, with an amount not to exceed 2.50% of the principal amount of  
19 the Notes representing the Purchaser's compensation and an amount not to exceed 1.00% of the  
20 principal amount of the Notes representing costs of issuance, including bond insurance premium,  
21 payable by the Purchaser.

22 Section 2. Terms of the Notes. The Notes shall be designated "General Obligation  
23 Promissory Notes, Series 2017"; shall be issued in the aggregate principal amount of up to  
24 \$18,385,000; shall be dated as of their date of issuance (which shall be on or after December 1,  
25 2017); shall be in the denomination of \$5,000 or any integral multiple thereof; and shall be  
26 numbered R-1 and upward. The Notes shall mature on the dates and in the principal amounts set  
27 forth below, provided that the principal amount of each maturity may be increased or decreased  
28 by up to \$300,000 for the 2018 maturity and up to \$150,000 for each of the 2019 through 2027  
29 maturities and that the aggregate principal amount of the Notes shall not exceed \$18,385,000.  
30 The schedule below assumes the Notes are issued in the aggregate principal amount of  
31 \$17,850,000.

<u>Date</u>	<u>Principal Amount</u>
12-01-2018	\$2,670,000
12-01-2019	2,385,000
12-01-2020	2,445,000
12-01-2021	2,310,000
12-01-2022	1,255,000
12-01-2023	1,285,000
12-01-2024	1,315,000
12-01-2025	1,355,000
12-01-2026	1,395,000
12-01-2027	1,435,000

1 Interest shall be payable semi-annually on June 1 and December 1 of each year  
2 commencing on June 1, 2018. The true interest cost on the Notes (computed taking the  
3 Purchaser's compensation and costs of issuance paid by the Purchaser into account) will not  
4 exceed 3.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day  
5 months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

6 The present value debt service savings achieved by the Refunding (the "Savings") shall  
7 be at least 4.00% of the principal amount refunded.

8 Section 2A. Designation of Maturities. For purposes of State law, the Notes are  
9 designated as being issued to pay and discharge the debts incurred by the County through the  
10 issuance of the Refunded Obligations and any obligations refunded by the Refunded Obligations  
11 in the order in which those debts were incurred, so that the Notes of the earliest maturities are  
12 considered to be issued to discharge the debts which were incurred first, and the remaining  
13 maturities are considered to be issued to finance the Project.

14 Section 3. Redemption Provisions. The Notes shall not be subject to optional  
15 redemption or shall be callable as set forth on the Approving Certificate.

16 Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be  
17 executed and delivered in substantially the form attached hereto as Exhibit B and incorporated  
18 herein by this reference.

19 Section 5. Tax Provisions.

20 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the  
21 principal of and interest on the Notes as the same becomes due, the full faith, credit and  
22 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of  
23 the taxable property of the County a direct annual irrepealable tax in the years 2017 through  
24 2026 for payments due in the years 2018 through 2027 in the amounts set forth on the Schedule.

25 (B) Tax Collection. So long as any part of the principal of or interest on the  
26 Notes remains unpaid, the County shall be and continue without power to repeal such levy or  
27 obstruct the collection of said tax until all such payments have been made or provided for. After  
28 the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the  
29 County and collected in addition to all other taxes and in the same manner and at the same time  
30 as other taxes of the County for said years are collected, except that the amount of tax carried  
31 onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt  
32 Service Fund Account created below.

33 (C) Additional Funds. If at any time there shall be on hand insufficient funds  
34 from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due,  
35 the requisite amounts shall be paid from other funds of the County then available, which sums  
36 shall be replaced upon the collection of the taxes herein levied.

1                   Section 6. Segregated Debt Service Fund Account.

2                   (A) Creation and Deposits. There be and there hereby is established in the  
3 treasury of the County, if one has not already been created, a debt service fund, separate and  
4 distinct from every other fund, which shall be maintained in accordance with generally accepted  
5 accounting principles. Debt service or sinking funds established for obligations previously  
6 issued by the County may be considered as separate and distinct accounts within the debt service  
7 fund.

8                   Within the debt service fund, there hereby is established a separate and distinct account  
9 designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series  
10 2017" (the "Debt Service Fund Account") and such account shall be maintained until the  
11 indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County  
12 Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the  
13 County at the time of delivery of and payment for the Notes; (ii) any premium not used for the  
14 Refunding which may be received by the County above the par value of the Notes and accrued  
15 interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated  
16 for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such  
17 other sums as may be necessary at any time to pay principal of and interest on the Notes when  
18 due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further  
19 deposits as may be required by Section 67.11, Wisconsin Statutes.

20                   (B) Use and Investment. No money shall be withdrawn from the Debt Service  
21 Fund Account and appropriated for any purpose other than the payment of principal of and  
22 interest on the Notes until all such principal and interest has been paid in full and the Notes  
23 canceled; provided (i) the funds to provide for each payment of principal of and interest on the  
24 Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be  
25 invested in direct obligations of the United States of America maturing in time to make such  
26 payments when they are due or in other investments permitted by law; and (ii) any funds over  
27 and above the amount of such principal and interest payments on the Notes may be used to  
28 reduce the next succeeding tax levy, or may, at the option of the County, be invested by  
29 purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or  
30 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes  
31 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service  
32 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform  
33 with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any  
34 applicable Treasury Regulations (the "Regulations").

35                   (C) Remaining Monies. When all of the Notes have been paid in full and  
36 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service  
37 Fund Account shall be transferred and deposited in the general fund of the County, unless the  
38 County Board of Supervisors directs otherwise.

39                   Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of  
40 the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued  
41 interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund  
42 Account created above) shall be deposited into a special fund separate and distinct from all other

1 funds of the County and disbursed solely for the purpose or purposes for which borrowed or for  
2 the payment of the principal of and the interest on the Notes. In no event shall monies in the  
3 Borrowed Money Fund be used to fund operating expenses of the general fund of the County or  
4 of any special revenue fund of the County that is supported by property taxes. Monies in the  
5 Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies,  
6 including any income from Permitted Investments, remaining in the Borrowed Money Fund after  
7 the purpose or purposes for which the Notes have been issued have been accomplished, and, at  
8 any time, any monies as are not needed and which obviously thereafter cannot be needed for  
9 such purpose(s) shall be deposited in the Debt Service Fund Account.

10 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be  
11 Permitted Investments, but no such investment shall be made in such a manner as would cause  
12 the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the  
13 Regulations and an officer of the County, charged with the responsibility for issuing the Notes,  
14 shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the  
15 date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are  
16 not "arbitrage bonds," within the meaning of the Code or Regulations.

17 Section 9. Compliance with Federal Tax Laws. (a) The County represents and  
18 covenants that the projects financed by the Notes and by the Refunded Obligations and the  
19 ownership, management and use of the projects will not cause the Notes and the Refunded  
20 Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The  
21 County further covenants that it shall comply with the provisions of the Code to the extent  
22 necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable,  
23 the rebate requirements of Section 148(f) of the Code. The County further covenants that it will  
24 not take any action, omit to take any action or permit the taking or omission of any action within  
25 its control (including, without limitation, making or permitting any use of the proceeds of the  
26 Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an  
27 arbitrage bond or a private activity bond within the meaning of the Code or would otherwise  
28 cause interest on the Notes to be included in the gross income of the recipients thereof for federal  
29 income tax purposes. The County Clerk or other officer of the County charged with the  
30 responsibility of issuing the Notes shall provide an appropriate certificate of the County  
31 certifying that the County can and covenanting that it will comply with the provisions of the  
32 Code and Regulations.

33 (b) The County also covenants to use its best efforts to meet the requirements and  
34 restrictions of any different or additional federal legislation which may be made applicable to the  
35 Notes provided that in meeting such requirements the County will do so only to the extent  
36 consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and  
37 to the extent that there is a reasonable period of time in which to comply.

38 Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be  
39 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of  
40 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined  
41 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to  
42 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to  
43 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing

1 the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless  
2 the County has contracted with a fiscal agent to authenticate the Notes, at least one of the  
3 signatures appearing on each Note shall be a manual signature. In the event that either of the  
4 officers whose signatures appear on the Notes shall cease to be such officers before the Closing,  
5 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as  
6 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and  
7 directed to do all acts and execute and deliver the Notes and all such documents, certificates and  
8 acknowledgements as may be necessary and convenient to effectuate the Closing. The County  
9 hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements  
10 and contracts in conjunction with the Notes, including but not limited to agreements and  
11 contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate  
12 calculation services. Any such contract heretofore entered into in conjunction with the issuance  
13 of the Notes is hereby ratified and approved in all respects.

14 Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the  
15 Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin,  
16 which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of  
17 Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The County hereby authorizes the  
18 Chairperson and County Clerk or other appropriate officers of the County to enter a Fiscal  
19 Agency Agreement between the County and the Fiscal Agent. Such contract may provide,  
20 among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats.  
21 Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

22 Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause  
23 books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The  
24 person in whose name any Note shall be registered shall be deemed and regarded as the absolute  
25 owner thereof for all purposes and payment of either principal or interest on any Note shall be  
26 made only to the registered owner thereof. All such payments shall be valid and effectual to  
27 satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

28 Any Note may be transferred by the registered owner thereof by surrender of the Note at  
29 the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment  
30 duly executed by the registered owner or his attorney duly authorized in writing. Upon such  
31 transfer, the Chairperson and County Clerk shall execute and deliver in the name of the  
32 transferee or transferees a new Note or Notes of a like aggregate principal amount, series and  
33 maturity and the Fiscal Agent shall record the name of each transferee in the registration book.  
34 No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for  
35 transfer.

36 The County shall cooperate in any such transfer, and the Chairperson and County Clerk  
37 are authorized to execute any new Note or Notes necessary to effect any such transfer.

38 Section 13. Record Date. The 15th day of the calendar month next preceding each  
39 interest payment date shall be the record date for the Notes (the "Record Date"). Payment of  
40 interest on the Notes on any interest payment date shall be made to the registered owners of the  
41 Notes as they appear on the registration book of the County at the close of business on the  
42 Record Date.

1           Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In  
2 order to make the Notes eligible for the services provided by The Depository Trust Company,  
3 New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the  
4 Blanket Issuer Letter of Representations, which the County Clerk or other authorized  
5 representative of the County is authorized and directed to execute and deliver to DTC on behalf  
6 of the County to the extent an effective Blanket Issuer Letter of Representations is not presently  
7 on file in the County Clerk's office.

8           Section 15. Conditions on Issuance and Sale of the Notes. The issuance of the Notes and  
9 the sale of the Notes to the Purchaser are subject to satisfaction of the following conditions:

10           (a) approval by the Executive Committee of the principal amount, definitive  
11 maturities, redemption provisions, interest rates and purchase price for the Notes, which approval  
12 shall be evidenced by execution by the members of the Executive Committee of the Approving  
13 Certificate; and

14           (b) realization by the County of the Savings in an amount equal to at least 4.00% of  
15 the principal amount refunded.

16           The Notes shall not be issued, sold or delivered until these conditions are satisfied. Upon  
17 satisfaction of these conditions, the Chairperson of the Executive Committee is authorized to  
18 execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

19           Section 16. Official Statement. The County Board of Supervisors hereby directs the  
20 Executive Committee to approve the Preliminary Official Statement with respect to the Notes  
21 and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule  
22 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and  
23 Exchange Act of 1934 (the "Rule"). All actions taken by the Executive Committee or other  
24 officers of the County in connection with the preparation of such Preliminary Official Statement  
25 and any addenda to it or final Official Statement are hereby ratified and approved. In connection  
26 with the Closing, the appropriate County official shall certify the Preliminary Official Statement  
27 and any addenda or final Official Statement. The County Clerk shall cause copies of the  
28 Preliminary Official Statement and any addenda or final Official Statement to be distributed to  
29 the Purchaser.

30           Section 17. Undertaking to Provide Continuing Disclosure. The County hereby  
31 covenants and agrees, for the benefit of the owners of the Notes, to enter into a written  
32 undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of  
33 certain financial information and operating data and timely notices of the occurrence of certain  
34 events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the  
35 Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and  
36 the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific  
37 performance of the obligations thereunder and any failure by the County to comply with the  
38 provisions of the Undertaking shall not be an event of default with respect to the Notes).

39           To the extent required under the Rule, the Chairperson and County Clerk, or other officer  
40 of the County charged with the responsibility for issuing the Notes, shall provide a Continuing

1 Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and  
2 terms of the County's Undertaking.

3 Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are  
4 hereby called for prior payment and redemption on December 1, 2017 (or on such other date  
5 approved by the Executive Committee in the Approving Certificate) at a price of par plus  
6 accrued interest to the date of redemption subject to final approval by the Executive Committee  
7 as evidenced by the execution of the Approving Certificate.

8 The County hereby directs the County Clerk to work with the Purchaser to cause timely  
9 notice of redemption, in substantially the form attached hereto as Exhibit C and incorporated  
10 herein by this reference (the "Notice"), to be provided at the times, to the parties and in the  
11 manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents  
12 of the County to effectuate the redemption of the Refunded Obligations are hereby ratified and  
13 approved.

14 Section 19. Record Book. The County Clerk shall provide and keep the transcript of  
15 proceedings as a separate record book (the "Record Book") and shall record a full and correct  
16 statement of every step or proceeding had or taken in the course of authorizing and issuing the  
17 Notes in the Record Book.

18 Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond  
19 insurance with respect to the Notes, the officers of the County are authorized to take all actions  
20 necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are  
21 authorized to agree to such additional provisions as the bond insurer may reasonably request and  
22 which are acceptable to the Chairperson and County Clerk including provisions regarding  
23 restrictions on investment of Note proceeds, the payment procedure under the municipal bond  
24 insurance policy, the rights of the bond insurer in the event of default and payment of the Notes  
25 by the bond insurer and notices to be given to the bond insurer. In addition, any reference  
26 required by the bond insurer to the municipal bond insurance policy shall be made in the form of  
27 Note provided herein.

28 Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions,  
29 rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the  
30 provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so  
31 conflict. In the event that any one or more provisions hereof shall for any reason be held to be  
32 illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The  
33 foregoing shall take effect immediately upon adoption and approval in the manner provided by  
34 law.

Polk County Board of Supervisors  
Resolution No. 69-17

Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$18,385,000 General Obligation Promissory Notes, Series 2017

Funding Source/ Funding Amount:	As Noted in Resolution
Date Reviewed as to Appropriations:	General Government - October 12, 2017
Committee Recommendation as To Appropriation:	Passage
Effective Date:	Upon Passage
Dated Submitted To County Board	October 17, 2017
Submitted and sponsored by:	_____
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only _____ Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only _____ Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

At its regular business meeting on the \_\_\_\_\_ of \_\_\_\_\_ 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 69-17: Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$18,385,000 General Obligation Promissory Notes, Series 2017

- Adopted by a simple majority of the members present by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Adopted by unanimous vote.
- Defeated by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Defeated by voice vote.
- Action Deferred by Procedural Action, as follows: \_\_\_\_\_

SIGNED BY:

\_\_\_\_\_  
Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
Sharon E. Jorgenson, County Clerk

Resolution No. 70-17

1 Resolution to Hold a Public Hearing on the 2018 Budget Proposal of Polk County

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

4 Ladies and Gentlemen:

5 WHEREAS, Section 65.90(1) Wisconsin Statutes, requires Polk County to annually  
6 formulate a budget and hold hearings on the proposed budget; and

7 WHEREAS, consistent with Section 59.18(5), the County Administrator has prepared,  
8 presented and submitted to the Polk County Board of Supervisors, during the meeting of  
9 Wednesday, September 13, 2017, Board of Supervisors Committee of the Whole  
10 Workshop the proposed draft budget for fiscal year 2018; and

11 WHEREAS, consistent with the budget preparation provisions of the Polk County  
12 Financial Policy, the respective county board standing committees have reviewed the  
13 submitted 2018 Budget Proposal and made recommendations on amendments that they  
14 have deemed appropriate.

15 WHEREAS, consistent with the budget preparation provisions of the Polk County  
16 Financial Policies, the General Government Committee has reviewed the submitted  
17 proposed budget.

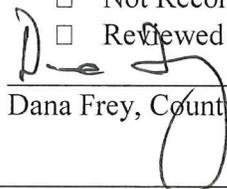
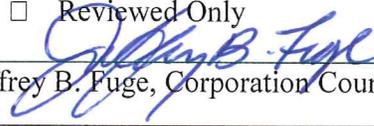
18 NOW, THEREFORE, BE IT RESOLVED, that the Polk County Board of Supervisors  
19 acknowledges receipt of the draft 2018 Budget Proposal, as submitted by the County  
20 Administrator and the recommendations on amendments of the various county board  
21 standing committees.

22 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors shall hold a  
23 public hearing of the proposed 2018 County Budget at 7:00 p.m. during the course of its  
24 annual meeting on Tuesday, November 14, 2017 and that such public hearing shall be  
25 held at the County Board Room at the Polk County Government Center, 100 Polk County  
26 Plaza, Balsam Lake, Wisconsin.

27 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors receives the  
28 formulated budget, "2018 Budget Proposal of Polk County" as attached hereto and  
29 incorporated herein, for the purposes of conducting said public budget hearing.

30 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors directs the  
31 County Clerk to have published as a Class 1 notice a notice of public budget hearing,  
32 which such notice shall include a summary of the budget consistent with Section  
33 65.90(3)(b) and notice that the proposed budget in detail is available for inspection at the  
34 office of the County Clerk and via Internet.

Funding Source/ Funding Amount:	As Provided in Submitted, Received and Amended 2018 Budget Proposal of Polk County
Date Reviewed as to Appropriations:	General Government – October 12
Committee Recommendation as To Appropriation:	Passage
Effective Date:	Upon Passage
Dated Submitted To County Board	October 17, 2017
Submitted By:	

Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel
--	--

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on October 17, 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 70-17: Resolution to Hold a Public Hearing on the 2018 Budget Proposal of Polk County, as follows:

- Adopted by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Adopted by majority voice vote.
- Defeated by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Defeated by majority voice vote
- Action Deferred by Procedural Action, as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNED BY:

\_\_\_\_\_  
 Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
 Sharon E. Jorgenson, County Clerk

Ordinance No. 58-17  
Amending Ordinance to Declare the County of Polk Self-Organized

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

Ladies and Gentlemen:

WHEREAS, pursuant to Ordinance No. 48-13, the Polk County Board of Supervisors declared Polk County a self-organized county; and

WHEREAS, pursuant to Wisconsin Section 59.10(1)(c), a county board of supervisors of a self-organized county has broad discretion to determine the compensation of supervisors; and

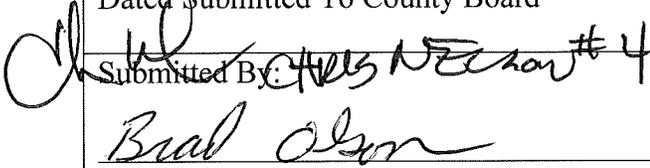
WHEREAS, it is in the interest of the County to establish a maximum amount of annual compensation for supervisors when setting the compensation for supervisors elected for the 2018-2020 term at the annual meeting to be held on or before November 14, 2017.

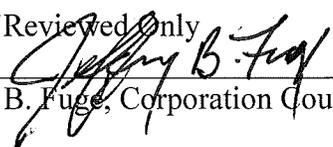
NOW, THEREFORE BE IT ORDAINED that, pursuant to Wisconsin Statute Section 59.10(1), the Polk County Board of Supervisors amends the Ordinance to Declare the County of Polk Self-Organized and creates Paragraph 3.d., to read as follows:

3. d. The maximum total amount of compensation of salary and/or per diems and reimbursements of travel and mileage expense that a supervisor, other than the chairperson, receive in any year may not exceed six thousand (\$6, 000.00) dollars.

BE IT FURTHER ORDAINED that the above amendment shall be effective with the first day of the 2018-2020 term of the Polk County Board of Supervisors.

(History: Ord. No. 48-13, December 17, 2013; Amended, Ordinance No. 58-17, October 17, 2017).

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	April 17, 2018
Dated Submitted To County Board	First Reading: September 19, 2017 Second Reading: October 17, 2017
Submitted By:  Brad Olson, Supervisor District#1	
Review By County Administrator: <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended

<input checked="" type="checkbox"/> Reviewed Only <input type="checkbox"/> _____ Dana Frey, County Administrator	<input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel
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Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on the \_\_\_\_ of \_\_\_\_\_ 2017, the Polk County Board of Supervisors considered and voted on Ordinance No. 58-17: Amending Ordinance to Declare the County of Polk Self-Organized, , as follows:

- Enacted by simple majority of the board of supervisors by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Enacted by unanimous vote.
- Defeated by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Defeated by voice vote.
- Action Deferred by Procedural Action, as follows: \_\_\_\_\_

SIGNED BY:

\_\_\_\_\_  
Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
Sharon Jorgenson, County Clerk

Certification of Publication

Ordinance No. 58-17: Amending Ordinance to Declare the County of Polk Self-Organized was published, pursuant to Wisconsin Statutes § 59.14(1), in the Inter-County Leader on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Sharon Jorgenson, County Clerk

Dated: \_\_\_\_\_

Resolution No. 60-17

Resolution to Authorize Demolition of Polk County Fairground Grandstand

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

Gentlemen:

WHEREAS, in September 2016, the Parks and Recreation Department conducted a structural evaluation of the existing Polk County Grandstand utilizing the services of Short Elliot Hendrickson, Inc. (SEH); and

WHEREAS, in its structural condition report dated October 19, 2016, SEH identified a number of structural elements in the Grandstand that are not adequate for minimum design loads and recommended a list of extensive repairs and offered the option of complete demolition and replacement with a code compliant and accessible structure as the more economically viable alternative; and

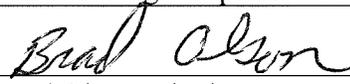
WHEREAS, the Polk County Fair Society has considered the report and recommendations of SEH and has requested the County to demolish and replace the existing Grandstand; and

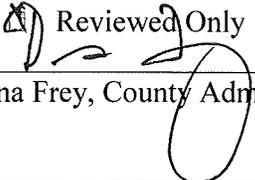
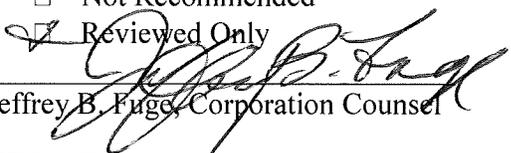
WHEREAS, the Environmental Services Committee and the General Government Committee had recommended the demolition of the existing grandstand when proposing Resolution No. 2-17; and

WHEREAS, it is in the interest of the County to demolition the grandstand in a timely manner to allow for the planning of Polk County Fairs in 2018 and subsequent years.

NOW, THEREFORE BE IT RESOLVED that the Polk County Board of Supervisors authorizes a public improvements project for the demolition of the grandstand at the Polk County Fairgrounds.

BE IT FURTHER RESOLVED that the County Administrator is authorized to let, negotiate and administer the demolition contract authorized herein in accordance with Wisconsin Statute Section 59.52(29).

Funding Source/ Funding Amount:	
Date Reviewed as to Appropriations:	
Committee Recommendation as To Appropriation:	Passage
Effective Date:	Upon Passage
Dated Submitted To County Board	First Reading – September 19, 2017
Submitted and Sponsored By:	 Brad Olson, District
Review By County Administrator:	Review By Corporation Counsel:

<input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	<input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel
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Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on the \_\_\_\_ of \_\_\_\_\_, 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 60-17: Resolution to Authorize Demolition of Polk County Fairground Grandstand; as follows:

- Adopted by simple majority of the board of supervisors by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Adopted by unanimous vote.
- Defeated by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Defeated by voice vote.
- Action Deferred by Procedural Action, as follows: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

SIGNED BY:

\_\_\_\_\_  
 Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
 Sharon Jorgensen, County Clerk

Polk County Board of Supervisors  
Resolution No. 57-17  
Resolution Delegating to Highway Commissioner Approval Authority for Functional  
Classification Changes

WHEREAS, Functional Classification is the process by which streets and highways are grouped into classes according to the character of service they are intended to provide; and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) uses functional classification for general transportation planning, to reference highway and street construction standards, and to determine eligibility for the rural or urban surface transportation program;

WHEREAS, the Wisconsin Department of Transportation (WisDOT), Bureau of Planning and Economic Development (BPED) and Division of Transportation Systems Development (DTSD) conducts the functional classification review with the cooperation of county and municipal governments; and

WHEREAS, the review of functional classifications by local governments is conducted by a qualified individual(s); and

WHEREAS, in accordance with federal regulations, proposed changes to the functional classification system are required to be approved by a county board; and

WHEREAS, in June 2016, WisDOT had issued a policy that clarifies that the approval authority for functional classification of county board may by resolution be delegated to a committee or a local expert consistent with the county's organizational structure; and

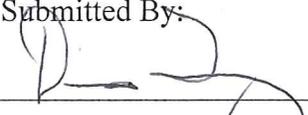
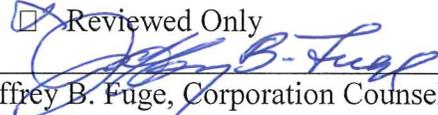
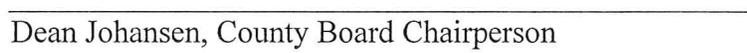
WHEREAS, pursuant to Wisconsin Statute Sections 83.01(7)(b) and 83.015(2)(b), in counties with a county highway commissioner appointed and supervised by a county administrator, the highway commissioner performs all duties required under law of the county board and highway committee and the highway committee performs policy making functions.

NOW, THEREFORE BE IT RESOLVED that the Polk County Board of Supervisors delegates to the Polk County Highway Commissioner its authority to approve proposed functional classification changes.

BE IT FURTHER RESOLVED, the Polk County Board of Supervisors directs that the Polk County Highway Commissioner shall:

1. Conduct review and approval of the functional classification proposal consistent with the Timeframes for Review of Functional Classification and Boundary Changes policy.
2. Submit to the Polk County Board of Supervisors written notification of the approved changes at its regular meeting held following the approved change.

BE IT FURTHER RESOLVED that upon presentation of the written notification of the approved functional classification changes the same shall be acknowledged and received by formal resolution of the Polk County Board of Supervisors and be reflected in the meeting minutes.

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	First Reading: September 19, 2017 Second Reading: October 17, 2017
Submitted By: 	
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only <input type="checkbox"/>  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel
Acknowledgement of County Board Action	
At its regular business meeting on the ____ of _____ 2017, the Polk County Board of Supervisors adopted the above resolution, Resolution No. 57-17: Resolution Delegating to Highway Commissioner Approval Authority for Functional Classification Changes.	
SIGNED BY:  <div style="text-align: center;">             Dean Johansen, County Board Chairperson         </div> Attest:  <div style="text-align: center;">           Sharon E. Jorgenson, County Clerk         </div>	

1 RESOLUTION 64-17

2 Resolution to Authorize Transfer of Tax Delinquent Property to Town of McKinley  
3 (Outlot 1, Sunrise Roost, Town of McKinley)

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

5 Ladies and Gentlemen:

6 WHEREAS, pursuant to Wisconsin Statutes Sections 59.52(6) and 75.365 (3), counties may transfer  
7 to local municipalities title to tax delinquent lands in a sum that the county board may determine to  
8 be in the interest of the county; and

9 WHEREAS, on August 31, 2017, Polk County acquired tax delinquent property consisting of 4.72  
10 acres located in the Township of McKinley, identified as having a parcel identification number of  
11 #038-00876-0001 and legally described as Outlot 1, Sunrise Roost, SW ¼ NE ¼ and SE ¼ NW ¼ of  
12 Section 10, Town 36N, Range 35W, Town of McKinley, Polk County, Wisconsin.

13 WHEREAS, the Township of McKinley has authorized the acquisition of said tax delinquent property  
14 from Polk County for a sum of \$285.26, said sum being the amount of delinquent taxes and costs  
15 incurred in the course of tax foreclosure.

16 WHEREAS, on recommendation of the Environmental Services Committee, it is in the interest that  
17 the Polk County Board of Supervisors authorize an agreement for the sale and transfer of the  
18 subject tax delinquent property.

19 NOW THEREFORE, BE IT RESOLVED, that pursuant to Wisconsin Statute Sections 59.52(6) and  
20 75.365(3), the Polk County Board of Supervisors authorizes an agreement for the sale and transfer  
21 of the property identified as having a parcel identification number of # 038-00876-0001 and legally  
22 described as Outlot 1, Sunrise Roost, SW ¼ NE ¼ and SE ¼ NW ¼ of Section 10, Town 36N, Range  
23 35W, Town of McKinley, Polk County, Wisconsin, to the Town of McKinley for the sum of \$285.26,  
24 plus costs of transfer.

25 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes and directs the Polk  
26 County Parks & Recreation Director to enter into an intergovernmental agreement on behalf of Polk  
27 County for the sale and transfer of said property to the Town of McKinley consistent with this  
28 resolution and to perform on behalf of Polk County all performance obligations of said agreement.

29 BE IT FURTHER RESOLVED, that the Polk County Board of Supervisors authorizes and directs the  
30 County Clerk to cause to be issued a quit claim deed conveying title of said lands to the Township of  
31 McKinley upon satisfaction of all terms and conditions of said intergovernmental agreement.

Resolution No. 64-17  
 Resolution to Authorize Transfer of Tax Delinquent Property to Town of McKinley  
 (Outlot 1, Sunrise Roost, Town of McKinley)

Funding Source/ Funding Amount:	
Date Reviewed as to Appropriations:	
Committee Recommendation as To Appropriation:	
Effective Date:	Upon Passage
Dated Submitted To County Board	First Reading - September 19, 2017
Submitted and Sponsored By:	_____
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only _____ Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only _____ Jeffrey B. Fuge, Corporation Counsel
Acknowledgement of County Board Action	
Mark As Appropriate:  At its regular business meeting on the ____ of _____, 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 64-17: Resolution to Authorize Transfer of Tax Delinquent Property to Town of McKinley (Outlot 1, Sunrise Roost, Town of McKinley), as follows:  <input type="checkbox"/> Adopted by simple majority of the board of supervisors by a vote of _____ in favor and _____ against. <input type="checkbox"/> Adopted by unanimous vote. <input type="checkbox"/> Defeated by a vote of _____ in favor and _____ against. <input type="checkbox"/> Defeated by voice vote. <input type="checkbox"/> Action Deferred by Procedural Action, as follows: _____ _____	
SIGNED BY:  _____ Dean Johansen, County Board Chairperson  Attest: _____ Sharon E. Jorgenson, County Clerk	

# Town of McKinley

2527 15<sup>th</sup> Street  
Cumberland, WI 54829

*Mark Renstrom*  
Chairman

*Anna Weaver*  
Clerk

*Mandy Rouzer*  
Treasurer

*Robert Wurm*  
Supervisor

*Kevin Wickstrom*  
Supervisor

August 8, 2016

Ms. Amanda Nissen, Treasurer  
Polk County Government Center  
100 Polk County Plaza  
Suite 150  
Balsam Lake, WI 54810

Dear Ms. Nissen:

On behalf of the McKinley Town Board, this letter is to inform you that the Town of McKinley intends to incorporate 25<sup>th</sup> Street, commonly referred to as Outlot One (Sunrise Roost) in McKinley Township as a town road.

The Township will assume all maintenance of the road and back taxes, without penalties. We would take legal possession as soon as possible. This would expedite county mapping changes and State road aids that we receive.

If you have further questions, please feel free to contact our Town Chairman, Mark Renstrom, at 715-419-1944.

Sincerely,



Anna M. Weaver, Clerk



Mark Renstrom, Chairman

8-8-16



Robert Wurm, Supervisor

8-8-16



Kevin Wickstrom, Supervisor

8/8/16

**Town Board Meeting  
Tuesday, August 8, 2016, 6:00 p.m. at McKinley Town Hall**

Present: Kevin Wickstrom, Mandy Rouzer, Anna Weaver, Mark Renstrom, and Bob Wurm  
Also Present: John Holst, Marvin Marshall, and Bobbie Knudson

**REPORTS:**

Anna Weaver read the minutes of the July 19, 2016, monthly board meeting.  
Wurm/Wickstrom motion to approve the minutes as read. Carried.

Mandy Rouzer gave the Treasurer's report. The checkbook balance as of 7/31/2016 is \$225,999.30. Wickstrom/Wurm motion to approve the Treasurer's report as read. Carried.

Bob Wurm reported on the Frederic Fire Department. They did not get a DNR cost sharing grant. Lift assist has become an issue with a certain individual. Calls are up approximately ten calls over the last year. The Department ordered three new sets of turnout gear for \$5,051.00.

Bob Wurm reported that the Cumberland Fire Department raised \$30,000 in two recent fundraisers.

**PUBLIC COMMENT:**

None.

**OLD BUSINESS:**

1. Ed Dittbrenner's hired man went in the ditch and rutted up the road. John Holst hauled 1½" gravel on Footes Lake Lane and graded it out.
2. A local resident called police to say a drug deal was taking place in their neighborhood. Police were busy with another 911 call so the resident called Mark Renstrom.
3. There is a beaver plugging the culvert by Jack Sterner's home. Mark Renstrom talked to the individual that owns the land to get the okay to kill the beavers.

**NEW BUSINESS:**

1. 25<sup>th</sup> Street - Township Taking Possession: Bob Wurm made a motion to send a letter to Polk County with intent to incorporate 25<sup>th</sup> Street, commonly referred to as Outlot One

(Sunrise Roost) with details outlined in the attached letter. Motion was seconded by Kevin Wickstrom. Carried.

2. Scott McLeod – Review and Approval of Land Subdivision & Town Board Checklist: The Board reviewed, completed, and signed the checklist.
3. Consider Bid Proposal – 30<sup>th</sup> Street Crackfilling: Bob Wurm made a motion to accept the estimated proposal from Scott Construction, Inc. to poly fill cracks on 30<sup>th</sup> Street from Hwy 48 North to 260<sup>th</sup> Avenue to prepare for future chip seal in an amount not to exceed \$7,560.00. Motion was seconded by Kevin Wickstrom. Carried.
4. Approval of Use of Town Hall for 4-H Corn Boil: Mark Renstrom will tell Ed Dittbrenner it is okay to have the corn boil at the Town Hall. Date to be determined.
5. Patrolman's Prescription Glasses: Bob Wurm made a motion to pay \$225.00 towards the purchase of new glasses that were lost in a job-related incident. Seconded by Kevin Wickstrom. Carried.
6. Wickstrom/Wurm motion to pay August bills and that the Clerk can pay any other bills that need to be paid before the next Board meeting. Carried.
7. Set September 13, 2016, at 6:00 p.m. as the date for the next Board meeting.
8. Wickstrom/Wurm motion to adjourn meeting. Carried.

Agenda for next meeting reports, Town Hall, roads, parks, lakes, cemetery, bill, closed session if needed, and anything else that can legally come before the Board at this time.

Anna M. Weaver, Clerk

1 Resolution No. 59-17  
2 Resolution Affirming Polk County as Sponsor and Managing Coordinator of  
3 The Stower Seven Lakes State Trail

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

6 Gentlemen:

7 WHEREAS, the Wisconsin Department of Natural Resources (WDNR) administers the State Trail  
8 System, through which Polk County has entered into agreements for the cooperative development,  
9 administration and management of Stower Seven Lakes State Trails (Trail); and

10 WHEREAS, in receiving State Trail grants, Polk County has served as sponsor and managing  
11 coordinator for the Trail and has the responsibility to prepare all necessary cooperative plans,  
12 specifications and environmental reports, including citizen participation, for the Trail, and submit them  
13 to WDNR for written approval prior to the commencement of any development or improvement of the  
14 Trail and before implementing any change in use of the Trail; and

15 WHEREAS, in adopting Polk County Resolution No. 43-17, the Polk County Board of Supervisors  
16 expressed its intent for the Polk County to continue as sponsor and managing coordinator of the Trail  
17 and to undertake the initiative of developing a cooperative trail plan for Trail as a multi-use, multi-  
18 season trail;

19 WHEREAS, the initial agreements entered into by WDNR and Polk County for the coordinated  
20 management of the Trail have lapsed; and

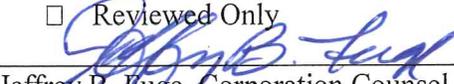
21 WHEREAS, it is in the interest of Polk County to continue as sponsor and managing coordinator of  
22 the Trail.

23 NOW, THEREFORE BE IT RESOLVED that the Polk County Board of Supervisors affirms the  
24 commitment of Polk County to serve as sponsor and managing coordinator of the Stower Seven Lakes  
25 State Trail and to perform or carry-out all responsibilities of sponsor and managing coordinator of the  
26 Trail consistent with applicable federal and state law, regulatory provisions and grant conditions.

27 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors agrees to the terms of the  
28 Memorandum of Understanding and Cooperative Easement, attached hereto.

29 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the Parks and  
30 Recreations Director to execute and administer on behalf of Polk County the Memorandum of  
31 Understanding and Cooperative Easement.

Resolution No. 59-17  
 Resolution Affirming Polk County as Sponsor and Managing Coordinator of  
 The Stower Seven Lakes State Trail

Funding Source/ Funding Amount:	
Date Reviewed as to Appropriations:	
Committee Recommendation as To Appropriation:	Passage
Effective Date:	Upon Passage
Dated Submitted To County Board	First Reading – September 19, 2017
Submitted and Sponsored By:	<hr/> <hr/>
 Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only <hr/> Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  <hr/> Jeffrey B. Fuge, Corporation Counsel
Acknowledgement of County Board Action	
Mark As Appropriate:  At its regular business meeting on the ____ of _____, 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. <u>59</u> -17: Resolution Affirming Polk County as Sponsor and Managing Coordinator of The Stower Seven Lakes State Trail, as follows:  <input type="checkbox"/> Adopted by simple majority of the board of supervisors by a vote of _____ in favor and _____ against. <input type="checkbox"/> Adopted by unanimous vote. <input type="checkbox"/> Defeated by a vote of _____ in favor and _____ against. <input type="checkbox"/> Defeated by voice vote. <input type="checkbox"/> Action Deferred by Procedural Action, as follows: _____ <hr/>	
SIGNED BY:  <hr/> Dean Johansen, County Board Chairperson  Attest: _____ <hr/> Sharon Jorgensen, County Clerk	

**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, and has been operated by the County and/or the Friends of the Amery-Dresser State Trail since 2010.

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. 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 DNR will execute a trail easement with the County for the purposes contained in this document. The County will operate, repair, and maintain the Trail. The Department will not acquire additional land for the Trail through the eminent domain process.

**IV. Obligations of the Department**

1. The Department will convey by easement to the County the right to develop, 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 cooperatively prepared 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.
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. snowmobiles 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 snowmobiling. 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. Attempts should be made to comply with the intent of Chapter NR 44 Wis. Adm. Code as it relates to public participation.
  4. The Department, via its Division Administrator, shall have final review of and approval authority over the plan.
  5. The County shall, 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 pursuant to section 23.115(2), Wis. Stats., further described in Department Manual Code 2527.20, and shall provide the Department with a 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.

- 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 therefore 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 is placed 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 as 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 to carry out the County's duties under this MOU. 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.

## **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 not enter into agreements that would physically alter the Trail or its uses. All proceeds from these transactions shall be payable to the Department.
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.
7. This MOU does not create an employment or agency relationship between the Department and the County, any employees or agents of the County, or any third parties.

## **VII. Termination**

1. County. The County may terminate this MOU by providing to Department ninety (90) days written notice of said termination. In the event the County terminates this MOU or the easement from the Department, the County will assume compliance responsibility for any state or federal grant obtained for Trail development and support purposes.



Document Number	Document Title
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State of Wisconsin  
 Department of Natural Resources  
 P.O. Box 7921  
 Madison, WI 53707

**COOPERATIVE STATE TRAIL  
 EASEMENT**

Section 23.09(10), Wis. Stats.  
 Form 2200-161

**THIS EASEMENT** made by and between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the "Department") and Polk County (hereinafter referred to as the "County").

**RECITALS**

**WHEREAS**, the Department has acquired the former Amery to Dresser railroad corridor for the purpose of developing, constructing, operating, maintaining and repairing a recreational trail on said lands (hereinafter referred to as the "Trail");

**WHEREAS**, the Trail is identified in the legal description marked as Exhibit "A" attached hereto and made a part hereof and the maps marked as Exhibit "B" attached hereto and made a part hereof;

**WHEREAS**, prior to the acquisition of the Trail, the Department and the County entered into a Memorandum of Understanding for the purpose of allowing the County to develop, construct, operate, maintain and repair said Trail;

**NOW, THEREFORE**, the Department, for mutual benefits and consideration, the sufficiency of which are hereby acknowledged, does hereby convey to the County, a nonexclusive easement for the purpose of developing, constructing, operating, maintaining and repairing the Trail.

It is understood by the Department and the County that this grant of non-exclusive easement is subject to the following conditions:

1. The County shall have the right to develop, construct, maintain, operate and repair, a recreational trail on the above-described lands located within the corridors of the former railroad grade, now known as the "Stower-Seven Lakes State Trail" for the purpose of bicycling, walking, snowmobiling or other mutually agreed upon compatible uses, as determined through the trail planning process as referenced in the Memorandum of Understanding signed \_\_\_\_\_, 2017, marked as Exhibit "C", attached hereto and made a part hereof.
2. The County agrees the Trail will be remain open for public use. If the Trail ever ceases to be used for recreational trail purposes for a period of 2 years, then all easement rights, title and interest to the eased premises shall automatically revert to and revest in the Department without necessity of reentry.
3. The County shall open the Trail and its associated facilities to the general public subject to reasonable rules and regulations, fees, and charges, as the County deems necessary for the management and operation of the recreational trail. Admission fees, if any, charged by the County shall not exceed those established in s. 27.01(7), Wis. Stats. Other fees shall remain similar to those contained in Chapter NR 45, Wisconsin

Recording Area  
 Return: Department of Natural Resources  
 Bureau of Facilities & Land – LF/6  
 P.O. Box 7921  
 Madison, WI 53707-7921  
 Attn: Closing Officer (E- )

Parcel Identification Number (PIN):

Administrative Code. The fees collected shall be split between the Department and the County and spent in accordance with s. 27.01(8m), Stats. If admission fees are charged, the conservation patron license and senior citizen card issued by the Department shall be honored without additional admission charges.

4. Development of the Trail shall conform to Department state recreational trail standards.
5. All fencing, surveying, signing, and similar activities which are related to the development, maintenance and operation of the Trail shall be the responsibility of the County.
6. This easement shall be nonexclusive, and the Department retains the right to sell, lease or convey other easements, including utility easements in and to the eased property, to one or more person(s), company(s) or entity(s), provided that any such subsequent use, lease or conveyance does not interfere with the rights granted hereunder. The Department must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the trail corridor, 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 the driveways and road crossings will be provided to the County. If requests conform to the guidelines, they will be referred to the Department for executing an easement, lease, or agreement. If the requests do not conform to Department guidelines, the County will deny the request. All proceeds from these transactions shall be payable to the Department. If the Department conveys any additional easements within the above-described property, the Department will require the respective grantees to restore the recreational trail to the satisfaction of the County.
7. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance and repair of the recreational trail including, without limitation, zoning, building, health, environmental permits or licenses, and shall indemnify the Department against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. The Department agrees to cooperate with the County in securing any such permits or licenses by providing information and data upon request.
8. The County will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the recreational trail or any portion of the eased premises.
9. The County agrees to record this easement and to pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this easement.
10. In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational 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 component of the military forces of the United States.
11. The Department reserves no control over the employment, discharge, compensation of or services rendered by the County employees or contractors, and the County shall be and remain an independent party, and nothing herein shall be construed as inconsistent with the status or as creating or implying any partnership or joint venture between the County and Department and employees of the County or employees of any contractor shall not be considered Department employees.

12. In connection with the performance of any work under the easement, the County agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Stats., race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The County agrees to take affirmative action to ensure employment opportunities for persons with physical disabilities.
13. The Department and the County agree that the provisions of Chapter NR 45, Wisconsin Administrative Code, remain applicable to the subject property. Pursuant to s. NR 45.01(1), Wisconsin Administrative Code, the Department retains management, supervision, and control over the property for the purpose of enforcing Chapter NR 45, Wisconsin Administrative Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the County.
14. Initial work to address boundary disputes, encroachment, trespass and other claims shall be the responsibility of the County. Since the County is more familiar with the trail, the County shall act as the first point of contact to identify boundary disputes, encroachments, trespass and other claims and inform the respective landowners of the same. The Department upon mutual agreement of both parties may enter into agreements for remnants of the property not needed for recreational trail purposes. Any such agreements may be subject to approval of the Natural Resources Board and the Governor and also subject to item 17 below. Should any of the adjacent landowners challenge County's and/or the State of Wisconsin's right to develop this trail by way of court action in either State or Federal court, or by other judicial or administrative challenge, the State will fully defend its rights to develop, in conjunction with the County, the trail which is the subject of this easement agreement.
15. The County agrees to save, hold harmless, defend, and indemnify the Department, and all of its officers, employees agents against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the County's occupancy, use, service, operation, or performance of work in connection with this easement, except for any liability, claim or cost resulting from the negligent or intentional acts or omissions of the Department, its officers, employees or agents.
16. This easement shall be in effect as of the date it is signed by both the Department and the County (whichever signs second).
17. Conveyance of this easement may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or owners, or the Department prior to the execution of this easement. The Department shall provide written notice of the necessity for the reestablishment of railroad or future highway project, which may result in the termination of this easement upon the discretion of the railroad or WisDOT. The County shall: (1) not materially change the grade or topography of the Trail; (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors, published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.

END OF CONDITIONS



1 Polk County Board of Supervisors  
2 Resolution No. 62-17

3 Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction  
4 Contracts for Highway Garage – Bid Package #1

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

6 Ladies and Gentlemen:

7 WHEREAS, in adopting Resolution No. 50-17, the Polk County Board of Supervisors approved and adopted  
8 plans for the construction of the Polk County Highway Garage (Project); and

9 WHEREAS, it is in the interest of the County for the Project to move forward in a timely and integrated manner  
10 on multiple divisions of work with the County Board awarding construction contracts to the lowest responsible  
11 bidder for each division of work; and

12 WHEREAS, Bid Package #1 for the construction work of concrete foundations, precast concrete, structural steel  
13 framing, site preparation and earthwork, and site utilities has been competitively bid, and, on September 12,  
14 2017, the County and Markert & Johnson, construction manager, opened and reviewed bids received and those  
15 accepted as conforming bids were evaluated; and

16 WHEREAS, on September 13, 2017, the Executive Committee considered the bid submissions accepted as  
17 conforming for Bid Package #1 and recommended to the County Board to award those certain construction  
18 contracts for Bid Package #1 to the corresponding lowest responsible bidder identified on the document  
19 entitled Bid Package #1 Awarded Contracts, attached hereto and incorporated herein.

20 NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorizes that the public  
21 improvement project of the construction of the Polk County Highway Garage, including the remodeling of the  
22 Bishop Building, proceed with all expenditures to be approved by the Polk County Board of Supervisors.

23 BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statute Sections 59.52(29) and 66.0901, the Polk County  
24 Board of Supervisors awards the various construction contracts to the respective lowest responsible contractor  
25 identified on Bid Package #1 Awarded Contracts, attached hereto and incorporated herein.

26 BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the County Administrator, in  
27 coordination with Market & Johnson, to let, negotiate and execute on behalf Polk County those construction  
28 contracts awarded in this resolution.

(Continued on P. 2)

Resolution No. 62-17

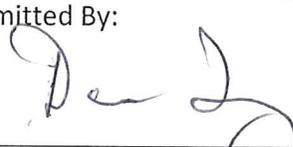
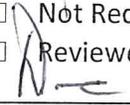
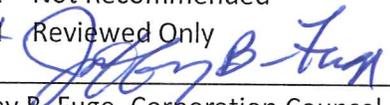
Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #1

**Bid Package #1 Awarded Contracts**

WORK CATEGORY AND NUMBER	SPECIFICATION SECTION(S) PORTION OF WORK	BID AWARD - CONTRACTOR	BID AMOUNT
03A - Concrete Foundations	03 12 00 – Concrete Forming and Accessories Furnish and Install		
	03 21 00 – Concrete Reinforcing Furnish and Install		
	03 31 00 – Cast-in-Place Concrete Furnish and Install		
03B - Precast	03 40 00 – Structural Precast Concrete Furnish and Install ** Includes wall panels and plank **		
05A - Steel Material	05 12 00 – Structural Steel Framing Furnish Only		
	05 21 00 – Steel Joist Framing Furnish Only		
	05 31 00 – Steel Decking Furnish Only		
	05 50 00 – Metal Fabrications Furnish Only		
	05 51 00 – Metal Stairs Furnish Only		
	05 52 13 – Pipe and Tube Railings Furnish Only		
	05 53 13 – Bar Gratings Furnish Only		
05B - Steel Erection	05 12 00 – Structural Steel Framing Install Only		
	05 21 00 – Steel Joist Framing Install Only		
	05 31 00 – Steel Decking Install Only		
	05 50 00 – Metal Fabrications Install Only		
	05 51 00 – Metal Stairs Install Only		
	05 52 13 – Pipe and Tube Railings Install Only		
	05 53 13 – Bar Gratings Install Only		
31A - Earthwork	31 05 10 – Site Preparation Furnish and Install		
	31 05 12 – Temporary Environmental Controls Furnish and Install		
	31 20 00 – Earth Moving Furnish and Install		
	31 37 00 – Rip Rap Furnish and Install		
	32 11 32 – Aggregate Base Course Furnish and Install		
33A - Site Utilities	33 11 30 – Water Service Furnish and Install		
	33 31 30 – Sanitary Service Furnish and Install		
	33 41 20 – Site Storm Sewer System Furnish and Install		

Resolution No. 62-17

Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #1

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	September 19, 2017
Submitted By: 	_____
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuge, Corporation Counsel

Acknowledgement of County Board Action

At its special business meeting on the 19<sup>th</sup> of September 2017, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 62-17: Resolution to Authorize Polk County Highway Garage Public Improvement Project and Award Construction Contracts for Highway Garage – Bid Package #1, as follows:

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

SIGNED BY:

\_\_\_\_\_  
Dean Johansen, County Board Chairperson

Attest: \_\_\_\_\_  
Sharon E. Jorgenson, County Clerk