POLK COUNTY, WISCONSIN

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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, February 19, 2019 at 2:00 p.m.

Order of Business:

1. Call to Order
2. Receipt of Evidence and Opinion on Proper Notice
3. Roll Call
4. Pledge of Allegiance
5. Approval of Agenda
6. Matters Offered For Adoption on Consent Agenda:
   a. Consideration/corrections to the published minutes from January 22, 2019 County Board Special Meeting
   b. Resolution No. 12-19: Resolution to Approve Zoning Ordinance Amendment for the Town of St Croix Falls
7. Public Comments –3 minutes per person –not to exceed 30 minutes total
8. Confirmation of Appointments
   a. Confirmation of Appointment of Bernie Desmarais to Board of Adjustment for term ending May 31, 2021
9. Presentation – Kwik Trip and Osceola Auto Body Proposal to Purchase Tax Delinquent Lands Located in Village of Osceola –Scott Tiegen/Kwik Trip and Dan Tronrud/Osceola Auto Body

10. Resolutions and Ordinances Returning from Committee for Discussion and Action:

    a. Report of Environmental Services Committee:

    - Resolution No. 04-19: Resolution Concerning Offer of Kwik Trip to Purchase Tax Delinquent Lands Located in Village of Osceola (Discussion and Action on Revised Offer)

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

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

11. Presentation and Discussion on Performance Management Process and Practices – Andrea Jerrick Deputy County Administrator/Employee Relations Director

12. Supervisors Announcements
13. 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.

Polk County Board of Supervisors

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

Minutes of the Special Session of the Board of Supervisors
Tuesday, January 22, 2019

Vice Chairman Luke called the January 22, 2019 special session of the Polk County Board of Supervisors to order at 2:00 p.m.

Vice Chairman Luke 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, and published/posted on the County website in accordance with Wisconsin Statute Section 985.02 on January 16, 2019. In addition, the Office of the County Clerk distributed on January 16, 2019 copies of such notice of meeting and proposed resolutions to supervisors via e-mail or mail in accordance with Article 3, Section 2 of the County Board Rules of Order.
The County Clerk stated that the Amended Agenda was posted in the Government Center, posted on the County website, and copies of such notice of meeting distributed to the supervisors and media via email on January 16, 2019.

The County Board received verbal opinion of Corporation Counsel Malone that the initial advance written notice and the amended agenda, 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.

Vice Chairman Luke recognized the County Clerk for purposes of taking roll call. Thirteen County Board Supervisors were present representing a quorum. Absent and excused were Supervisors Johansen and Bonneprise.

Vice Chairman Luke led the County Board in the Pledge of Allegiance.

Vice Chairman Luke called to the floor consideration and approval of the Amended Agenda as published. **Motion** (Jepsen/Demulling) to adopt the Amended Agenda.
Vice Chairman Luke declared that the following items would be struck from the agenda: 13.a. Ordinance 01-19: To Repeal and Recreate Article 3.1.a. of the Polk County Board of Supervisors Rules of Order Ordinance- Concerning the Sponsorship and Processing of Proposed Resolutions and Ordinances which will be referred to the Executive Committee, 13. d. Ordinance 06-19: Amendments to Subdivision Ordinance, 13. e. Ordinance No. 07-19: Amendments to

Comprehensive Land Use Ordinance, 13. f. Ordinance No. 08-19: Amendment to Shoreland Protection Zoning Ordinance and 15.a. Resolution No. 76-18: Resolution to Rescind Moratorium on the Administration of County Rural Road/Address Numbering System and to Call for the Vote on Proposed Ordinance No. 48-18: Polk County Uniform Rural Addressing and Road Numbering Ordinance would be struck from the agenda as Resolution No. 09-19: Resolution to Rescind Moratorium on the Administration of County Rural Road/Address Numbering System replaces said Resolution No. 76-18. Chairman Luke also declared that Agenda Item 15.d. Resolution No. 92-18: Resolution to Develop Revision to Gandy Dancer Trail Polk County Segment Master Plan would be moved on agenda and addressed as Item 10.c.
Motion (Masters/Jepsen) to adopt the Amended Agenda with said changes. Vice Chairman Luke called for a voice vote on the motion to adopt the Amended Agenda striking said Ordinances and Resolution No. 76-18 as stated and changing order of agenda. **Motion** carried by unanimous voice vote.

Vice Chairman Luke called to the floor for approval of the Consent Agenda. **Motion** (Masters/Jepsen) to adopt the Consent Agenda as noticed**.** Vice Chairman Luke called for a voice vote on the motion to adopt Consent Agenda. **Motion** carried by unanimous voice vote. Matters adopted under the Consent Agenda: Minutes from December 18, 2018 special session and regular meeting adopted as published.

Time was given for public comment. Public comment was received by County Board.

County Board received introduction to the new Veteran's Service Officer, Andrew Butzler.

Vice Chairman Luke called upon Interim Administrator Fuge to provide the Administrator's Report to the County Board. Condition of County is strong. Personnel is most valuable resource of the County. Under development are positions of Land Use Director and IT Director. Wellness fair will be held on January 23, 2019. Finance: closing books for 2019, audit pending. 2019 Budget Book is under production. County received award for budget information and documentation. Public Health Readiness Consortium was awarded a grant of $172,553.00 for "Enhancing Public Health Preparedness: The Opioid Epidemic".
Budget development process will begin for 2020. Lime Quarry, Nursing Home, and Fairgrounds will have financial/business analysis completed on each by Clifton Larson Allen. Fairground proposals to be considered by Executive Committee.

Interim Administrator Fuge announced the appointment of Tonya Eichelt to Community Services Director and provided details regarding the final selection process for the Community Services Director position. Interim Administrator Fuge announced the appointment of Linda Heimstead to the Library Planning Committee.
Vice Chairman Luke called for a motion to confirm said appointments.
Motion (Jepsen/Demulling) to confirm the appointments of Tonya Eichelt to Community Services Director and Linda Heimstead to the Library Planning Committee. Vice Chairman Luke called for a voice vote on the motion to confirm said appointments. **Motion** to confirm

appointments of Tonya Eichelt to Community Services Director and Linda Heimstead to Library Planning Committee carried by unanimous voice vote.

Resolution No. 92-18: Resolution to Develop Revision to Gandy Dancer Trail Polk County Segment Master Plan. Vice Chairman Luke called upon Supervisor Nelson to provide information regarding the resolution to the County Board. Vice Chairman Luke called upon Corporation Counsel Malone provide a legal opinion regarding the resolution to the County Board. Vice Chairman Luke called for a motion in regard to action on Resolution No. 92-18.

Motion (Jepsen/Masters) to adopt Resolution No. 92-18 (which will go back to Environmental Services Committee for further action regarding revisions to Gandy Dancer Trail Polk County Segment Master Plan). Vice Chairman Luke called for a roll call vote on said motion. **Motion** to adopt Resolution No. 92-18 carried by roll call vote with 9 voting yes, 4 voting no and 2 absent (Voting no: Supervisors Prichard, O'Connell, Luke, and Larsen, Absent were Supervisors Johansen and Bonneprise). **Resolution No. 92-18**: Resolution to Develop Revision to Gandy Dancer Trail Polk County Segment Master Plan adopted.

Vice Chairman Luke called for a 5 minute recess at 3:04 p.m. Vice Chairman Luke called the County Board back into legislative session at 3:14 p.m.

Vice Chairman Luke called to the floor for a motion to convene in Closed Session.
Motion (Masters/Olson) to convene in closed session for purposes and on statutory basis noticed on the amended agenda. Vice Chairman Luke called for a voice vote on said motion. **Motion** to convene in closed session carried by unanimous voice vote.

Vice Chairman Luke asked that the record reflect those present for closed session: Supervisors Brad Olson, Doug Route, Tracy LaBlanc, Chris Nelson, Brian Masters, Michael Prichard, Jim Edgell, Kim O'Connell, Larry Jepsen, Vice Chairman Jay Luke, Joe Demulling, Michael Larsen, and Russ Arcand. Also present were, Sharon Jorgenson, County Clerk, Malia Malone, Corporation Counsel; Andrea Jerrick, Employee Relations Director/Deputy Administrator; and Maggie Wickre, Finance.

** Closed Session 3:14 p.m.** (Minutes separate and under seal)

*Reconvened in Open session: 4:57 p.m.

Vice Chairman Luke declared the Board back in legislative session at 4:58 p.m.

Upon reconvening in open session, Vice Chairman Luke made the following announcement to the press regarding action in closed session:

Confirmation of employment as County Administrator was made with Nicholas Osborne.

Vice Chairman Luke called to the floor proposed ordinances and resolutions for direction action (require two-thirds vote to place on the floor):

Ordinance No. 02-19: Amendment to the Polk County ATV and UTV Route Ordinance to Provide for Year Round Travel on Designated Routes.

Vice Chairman Luke called to the floor Ordinance No. 02-19: Amendment to the Polk County ATV and UTV Route Ordinance to Provide for Year Round Travel on Designated Routes.
Vice Chairman Luke called for a motion in regard to action on Ordinance No. 02-19.

Motion (Jepsen/Arcand) to move Ordinance No. 02-19 to the floor for debate and direct action. Vice Chairman Luke called for a voice vote on said motion. **Motion** carried by unanimous voice vote.
Vice Chairman Luke called upon Supervisor Route to provide information regarding the resolution. Vice Chairman Luke called for a motion to adopt Ordinance No. 02-19.

Motion (Route/Arcand) to adopt Ordinance No. 02-19. Vice Chairman Luke called for a voice vote on the motion to adopt Ordinance No. 02-19. **Motion** to adopt Ordinance No. 02-19 carried by majority voice vote. Ordinance No. 02-19: Amendment to the Polk County ATV and UTV Route Ordinance to Provide for Year Round Travel on Designated Routes adopted.

Ordinance No. 03-19: Ordinance Requiring the Use of Parcel Identification Number on Documents Submitted for Recording Pertaining to Real Estate.

Vice Chairman Luke called to the floor Ordinance No. 03-19: Ordinance Requiring the Use of Parcel Identification Number on Documents Submitted for Recording Pertaining to Real Estate.
Vice Chairman Luke called for a motion in regard to action on Ordinance No. 03-19.

Motion (O'Connell/Masters) to move Ordinance No. 03-19 to the floor for debate and direct action. Vice Chairman Luke called for a voice vote on said motion. **Motion** carried by unanimous voice vote.

Motion (O'Connell/Larsen) to adopt Ordinance No. 03-19. Vice Chairman Luke called for a voice vote on the motion to adopt Ordinance No. 03-19. **Motion** to adopt Ordinance No. 03-19 carried by unanimous voice vote. Ordinance No. 03-19: Ordinance Requiring the Use of Parcel Identification Number on Documents Submitted for Recording Pertaining to Real Estate adopted.

Vice Chairman Luke called to the floor receipt of proposed ordinances and resolutions for referral to committee:

Resolution No. 04-19: Resolution Concerning Offer of Kwik Trip to Purchase Tax Delinquent Lands Located in Village of Osceola. Vice Chairman Luke called to the floor, Resolution No. 04-

19: Resolution Concerning Offer of Kwik Trip to Purchase Tax Delinquent Lands Located in Village of Osceola.
Vice Chairman Luke called for a motion in regard to action or referral to committee on Resolution No. 04-19.
Motion (Masters/Jepsen) to refer Resolution No. 04-19 to the Environmental Services Committee and General Government Committee for consideration and recommendation. Vice Chairman Luke called for a voice vote on said motion. **Motion** carried by unanimous voice vote.

Resolution No. 04-19: Resolution Concerning Offer of Kwik Trip to Purchase Tax Delinquent Lands Located in Village of Osceola referred to Environmental Services Committee and General Government Committee for consideration and recommendation.

Resolution No. 10-19: Resolution Concerning the Request of the Village of Luck for Cost-Sharing on Project to Replace South Shore Drive Culvert and Big Butternut Lake Dam. Vice Chairman Luke called to the floor, Resolution No. 10-19: Resolution Concerning the Request of the Village of Luck for Cost-Sharing on Project to Replace South Shore Drive Culvert and Big Butternut Lake Dam. Vice Chairman Luke called for a motion in regard to action or referral to committee on Resolution No. 10-19.

Motion (Route/Arcand) to refer Resolution No. 10-19 to the General Government Committee for consideration. Point of Order by Supervisor Arcand that no debate is allowed on Resolution No. 10-19 since the motion is to refer resolution to General Government Committee. Vice Chairman Luke called for a voice vote on said motion. **Motion** carried by majority voice vote.

Resolution No. 10-19: Resolution Concerning the Request of the Village of Luck for Cost-Sharing on Project to Replace South Shore Drive Culvert and Big Butternut Lake Dam referred to General Government Committee for consideration and recommendation.

Resolution No. 09-19: Resolution to Rescind Moratorium on the Administration of County Rural Road/Address Numbering System.
Vice Chairman Luke called to the floor, Resolution No. 09-19: Resolution to Rescind Moratorium on the Administration of County Rural Road/Address Numbering System.
Vice Chairman Luke called for a motion to in regard to action on Resolution No. 09-19.

Motion (Jepsen/Demulling) to move Resolution No. 09-19 to the floor for debate and direct action. Vice Chairman Luke called for a voice vote on the motion to move Resolution No. 09-19 to the floor.
Motion carried by majority voice vote with some dissenting (unable to verify two-thirds vote). Chairman O'Connell called for a roll call vote on said motion. **Motion** to bring Resolution No. 09-19 to the floor carried by roll call vote with 11 voting for and 2 voting against (Voting against: Supervisors Olson and O'Connell, Absent were Supervisors Johansen and Bonneprise).

Vice Chairman Luke called for a motion to adopt Resolution No. 09-19.
Motion (Jepsen/Demulling) to adopt Resolution No. 09-19. Vice Chairman Luke called upon Interim Administrator Fuge to provide information regarding the resolution to the County Board.
Vice Chairman Luke called for a voice vote on said motion. **Motion** to adopt Resolution No. 09-19 carried by majority voice vote. **Resolution No. 09-19**: Resolution to Rescind Moratorium on the Administration of County Rural Road/Address Numbering System adopted.

Resolution No. 97-18: Resolution to Recommend the Removal of the Current Members of the Polk County Board of Adjustment by the Office of the County Administrator.

Vice Chairman Luke called for a motion to adopt Resolution No. 97-18.
Motion (Masters/Jepsen) to adopt Resolution No. 97-18.
Vice Chairman Luke called upon Interim Administrator Fuge to provide information regarding the resolution and the current status of the Board of Adjustment Committee.

Supervisor Masters called for the question.
Motion (Nelson/no second) to amend Resolution No. 97-18 to change wording on line 22 of resolution. Corporation Counsel Malone provided legal opinion regarding the motion to amend line 22. **Motion** died for lack of a second.
Vice Chairman Luke called for a voice vote on motion to adopt Resolution No. 97-18, then called for a roll call vote. **Motion** carried by roll call vote with 9 voting for and 4 voting against, and 2 absent. (Voting against Supervisor Route, Prichard, Jepsen, and Larsen. Absent were Supervisors Johansen and Bonneprise).

Resolution No. 97-18: Resolution to Recommend the Removal of the Current Members of the Polk County Board of Adjustment by the Office of the County Administrator adopted.

Time was given for Supervisors announcements.

Vice Chairman Luke called for a motion to adjourn. **Motion** (Masters/Larsen) to adjourn. Vice Chairman Luke called for a voice vote on the motion to adjourn. **Motion** to adjourn carried by unanimous voice vote. Vice Chairman Luke declared meeting adjourned 5:41 p.m.

Respectfully submitted,

Sharon E. Jorgenson, Polk County Clerk

RESOLUTION 12 -19
Resolution to Approve Zoning Ordinance Amendment for the Town of St Croix Falls

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

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

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

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

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

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

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

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

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

Submitted and Sponsored by:

Reviewed and Approved As to Form:

Jeffrey B. Fuge, Interim County Administrator

Approved as to Form and Execution:

Malia T. Malone

Malia T. Malone, Corporation Counsel
- No legal impact for Polk County.

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

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

SIGNED BY:

_____
Dean Johansen, County Board Chairperson

Attest: _____
Sharon Jorgenson, Polk County Clerk

TOWN of ST. CROIXFALLS

www.townofstcroixfalls.org
POLK COUNTY, WISCONSIN

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

January 18, 2019

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

RE: Amendment to Town Zoning Ordinance

Dear Land Information Director,

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

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

Sincerely,

Janet Krueger

Janet Krueger
Town Clerk

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

TOWN
Of
ST. CROIX FALLS
Polk County, Wisconsin

AMENDING ZONING ORDINANCE No. 1 ENTILTED "TOWN ZONING ORDINANCE"
ORDINANCE 19-01

Section 1: Purpose

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

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

Section 2: Effective Date

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

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

Frank Behning, Town Chair

Attested: Janet Krueger, Town Clerk

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

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

TOWN
Of
ST. CROIX FALLS
Polk County, Wisconsin

Resolution 19-02

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

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

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

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

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

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

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

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

Dated this 16th day of January 2019

Frank Behning, Chairperson

Attest: Janet Krueger, Town Clerk

Approved by:

_x_Roll Call Vote:
_5_Yeas; _0__Nays; _0__Absent/Abstain

Polk County Board of Supervisors - February 19, 2019
Information Memo and Committee Report

Subject: Resolution No. 04-19: Resolution Concerning Offer of Kwik Trip to Purchase Tax Delinquent Lands Located in Village of Osceola - (Discussion and Action on Revised Offer)

Introduced/First Reading: January 22, 2019
Second Reading: February 19, 2019

Overview:

This memo updates the status of this matter as previously discussed in the Informational Memo circulated in the meeting packet for January 22, 2019.

Resolution No. 04-19 returns to the County Board on second reading for discussion and action.

At the January 22, 2019 County Board meeting, Resolution No. 04
The Environmental Services Committee has recommended to the County Board to amend Resolution No. 04-19 to reflect and incorporate the most recent offer of KwikTrip to purchase the tax delinquent properties for a purchase price of $355,000 on terms specified. A copy of the offer to purchase, "KwikTrip Offer 02-07-2019", is attached. The committee recommends passage of Resolution No. 19 as so amended. The committee recommends that the County Board accept the offer of KwikTrip as submitted. The language recommended by the committee to amend Resolution No. 4-19 is found on page 2 of this memo.

Consideration and action on the KwikTrip Offer 02-07-2019 is time sensitive. The offer has a sunset of February 22, 2019. KwikTrip is seeking to complete the transaction by June 30, 2019.

The two properties, identified as 165-00612-0000 and 165-00613-0000, are adjacent parcels consisting of approximately 78 acres of development property south of the Village and off of State Road 35/Cascade Street.

The County has attempted unsuccessfully to sell the parcels at public auctions held in July and October 2018. In July, the public auction offered each parcel separately at a minimum bids of $170, 000 and $175,000, respectively. At the October 2018 sale, the County offered the two parcels together at a minimum bid of $250,000. Neither public sale received a minimum bid.

Given that the County has already advertised and attempted to sell the properties as public sale, the County Board has the discretion to authorize a direct sale of one or both of the properties.

****

Proposed Amendment to Resolution No. 4-19
On Recommendation of the Environmental

Motion _____, Second_____, to amend Resolution No. 4-19 as provided in Amendment 1 and Amendment 2, below as follows:

Amendment 1:

At Line 29, insert the follows:

"WHEREAS, at the Environmental Services Committee meeting of February 6, 2019, KwikTrip presented and outlined a revised offer to purchase the subject properties for a purchase price of $355,000 and revised terms and conditions; and

WHEREAS, the Environmental Services Committee has recommended to the County Board to accept the revised offer of KwikTrip and to amend this resolution to incorporate the revised offer to purchase; and

WHEREAS, on February 7, 2019, KwikTrip forwarded to the County its revised offer to purchase, a copy of which is marked as the "KwikTrip Offer 02-07-2019", and is attached hereto and incorporated herein."

Amendment 2:

To further amend Resolution No. 4-19, at Lines 30-33, to read as follows:

"NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors confirms the acceptance of the offer of KwikTrip, identified and attached here to as the "KwikTrip Offer 02-07-2019", to purchase for a sales price of ~~Two~~ Three Hundred Fifty-Five Thousand ($~~250,000~~ 355,000) Dollars, the two adjacent properties along Ridge Road in the village of Osceola and having the legal descriptions, as follows:"

And to renumber Resolution No. 4, accordingly.

****

Fiscal impact Note: The County took the parcels in 2010 through tax foreclosure. The total taxes that were written off, which include special assessments and charges, amounted to $351,231.43 for both parcels, $175,861 on Parcel#165-00612; and $175,369 on Parcel#165-00613. Acceptance of the KwikTrip Offer 02-07-2019 would restore wholly the County moneys disbursed to taxation districts for the delinquency. For these reasons, the transaction has a neutral financial impact.

Legal Impact Note: Passage of Resolution No. 4-19, as amended, would result in binding the County to the terms and conditions of the revised KwikTrip offer incorporated into this resolution.

Resolution No. 4-19
Resolution to Authorize Direct Sale of Tax Delinquent Lands Located on Ridge Road, Village of Osceola –Kwik Trip Offer to Purchase

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

Ladies and Gentlemen:

WHEREAS, in 2010, the County acquired two adjacent parcels of tax delinquent property consisting of 78 acres situated along Ridge Road in the Village of Osceola, as depicted on the attached aerial map; and

WHEREAS, when taking the properties, total delinquent taxes, special assessments and charges amounted to $351,231.43 for both parcels, $175,861 on Parcel#165-00612; and $175,369 on Parcel#165-00613;

WHEREAS, in accordance with Wisconsin Statute Section 75.69(1) and upon the directive of the Environmental Services Committee, the County had offered the properties separately at the public auction held in July 2018 for a minimum bids of $170, 000 and $175,000, with neither property receiving a minimum bid; and

WHEREAS, in accordance with Wisconsin Statute Section 75.69(1) and upon the directive of the Environmental Services Committee, the County had offered the properties together for a minimum bid of $250,000, with said sale receiving no minimum bid for the properties; and

WHEREAS, Kwik Trip has submitted an offer to purchase both properties by direct sale for a purchase price of $250,000, an amount equivalent to the appraisal price set by the Environmental Services Committee when it authorized the October 2018 public auction, a copy of the proposed real estate offer being here attached.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors confirms the acceptance of the offer of Kwik Trip to purchase for a sales price of Two Hundred Fifty Thousand ($250,000) Dollars the two adjacent properties along Ridge Road in the village of Osceola and having the legal descriptions, as follows:

<u>Parcel: 165-00612-0000:</u>

Outlot 176 of the Outlot Plat of the Village of Osceola being located in the Southeast Quarter of the Southwest Quarter of Section 27, Township 33 North, Range 19 West, except the dedicated roadway as shown on Certified Survey Map 6515 Volume 29 Page 179 Document 833279; also excepting a parcel described in Volume 193 Page 544 Document 280972 for highway purposes.

<u>Parcel: 165-00613-0000</u>

Outlot 177 of the Outlot Plat of the Village of Osceola being located in Southwest Quarter of the Southwest Quarter of Section 27, Township 33 North, Range 19 West.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors determines that the subject properties are authorized for direct sale at the appraisal price after conducting two public sales, both having failed to result in a bid at the appraisal price set by the Environmental Services Committee.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the County Administrator to execute and carry out all performance obligations required of the County as provided in the proposed real estate agreement, attached hereto.

BE IT FURTHER RESOLVED that the Clerk is directed to execute an appropriate deed upon completion of the terms and conditions of said real estate agreement

Offered on the 22nd day of January, 2019.

By _____
Jeffrey B. Fuge, Interim County Administrator

Reviewed By County Administrator and Offered without Recommendation

_____
Jeffrey B. Fuge
Interim County Administrator

Fiscal Impact Note: The sale of the properties consistent with the offered terms and conditions would result in a receipt of $250,000 to the General Fund. The sale would also result in a transfer of $101,231.43, said sum representing the net loss in relation to tax moneys disbursed by the County to taxation districts.

Approved as to Form and Execution:

_____
Malia T. Malone, Corporation Counsel

Legal Impact Note: The resolution binds the County to sell the subject properties consistent with the terms and conditions of the incorporated real estate agreement.

Excerpt of Minutes

At its regular business meeting on the ____day of January 2019, the Polk County Board of Supervisors acted upon Resolution No.4-19: Resolution to Authorize Direct Sale of Tax Delinquent Lands Located on Ridge Road, Village of Osceola – Kwik Trip Offer to Purchase, as follows:

- ☐ Adopted by a majority of the members present by a vote of _____ in favor and _____ against.
- ☐ Adopted by unanimous voice vote.
- ☐ Adopted as amended. See Below.
- ☐ Defeated

Insert amendment to resolution according to minutes:

SIGNED BY:

_____

Dean Johansen, County Board Chairperson

ATTEST:

_____

Sharon Jorgenson, County Clerk

Polk County Board of Supervisors, February 19, 2019
Resolution No. 4-19
Kwik Trip Offer 02-07-2019

OFFER TO PURCHASE

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

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

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

1. PURCHASE AND SALE OF PROPERTY.

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

1.2 Purchase Price for Real Property.

(a) Amount and Payment. The purchase price for the Property shall be ~~Two~~ Three Hundred ~~Fifty~~ Fifty-five Thousand and 00/100 Dollars ($~~250~~355,000.00) ("Purchase Price"), which shall be payable, less earnest money and other closing adjustments, at Closing via wire transfer by the Title Company.

(b) Closing Adjustments.

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

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

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

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

~~3~~2. WARRANTIES OF SELLER. Seller warrants to Buyer and agrees that:

~~3~~2.1 Compliance. Seller will comply with all applicable laws as may be required for the valid and effective transfer of the Property to Buyer.

~~3~~2.2 Absence of Consents, Liabilities and Litigation. No consent or authorization is required for the consummation by Seller of the transactions contemplated hereby. There is no lease, agreement, mortgage, financing statement, security agreement or other instrument to which Seller is a party and by which the Property is subject or bound. ~~There is no liability, order, judgment, stipulation, consent decree or obligation of any kind whatsoever to which the Property will be subject following consummation of the transactions contemplated hereby. There is no legal proceeding or investigation pending or threatened against Seller or the Property, which could materially and adversely affect it, nor has Seller committed any act which could give rise to any such legal proceeding or investigation.~~

~~3~~2.3 ~~Property.~~

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

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

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

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

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

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

~~4~~3. CLOSING DATE. Closing shall take place on or before June 30, 2019; or at such other time as shall be mutually agreed upon. The date and event of closing are, respectively, herein referred to as "Closing Date" and "Closing". Closing shall be held via mail through Buyer's title company or such other place as shall be mutually agreed upon.

~~5~~4. COVENANTS OF SELLER.

~~5~~4.1 Conduct Pending Closing Date. Upon acceptance of this Agreement, Seller agrees to provide Buyer with full access to examine the Property. ~~Seller shall furnish Buyer with copies of all deeds, restrictive covenants, easements, financing statements, lis pendens, leases, agreements, mortgages, security agreements or other instruments to which Seller is a party and/or by which the Property is subject or bound. Seller shall advise Buyer fully as to any agreements, leases or tenancies not in writing affecting the Property. Pending Closing, Seller agrees to cooperate with Buyer in obtaining the permits, approvals and licenses necessary for Buyer's ownership and operation of the Property.~~

~~5~~4.2 Title Insurance. ~~Seller shall provide Buyer existing title policies and/or abstracts of the Property within ten (10) days from acceptance of this Offer.~~ Buyer shall obtain a commitment to issue an ALTA Form 2006 owner's title insurance policy in the amount of the Purchase Price. All expense incurred in obtaining such commitment and in paying the premium charge for the final title policy shall be paid by Seller. Such title commitment shall show good and marketable title to the Property in Seller subject only to exceptions or encumbrances

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

~~5.3~~ 4.3 Survey; Certification.

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

(b) The survey described above shall contain a certification by the surveyor to Buyer and all those who may purchase, take a mortgage on or insure title to the Property described therein within one (1) year from the date of said survey that (i) the information, courses, and distances shown are correct, (ii) the title lines and lines of actual possession are the same, (iii) the size, location and type of buildings and improvements are as shown and all are within the boundary lines and applicable setback lines of such Property, (iv) there are no violations of zoning ordinances or restrictions with reference to the location, size or height of said buildings and improvements, (v) there are no easements or uses affecting such Property appearing from a careful inspection of the same, other than as shown on the commitment of title insurance described in Section ~~5~~4.2 hereof and depicted thereon, (vi) there are no

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encroachments affecting such Property except as shown on the survey, and (vii) no part of such Property lies within a flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only).

~~5~~4.4 Transfer Fees. Seller shall be responsible for and shall pay all state transfer fees and/or deed taxes imposed with respect to the transfer of the Property to Buyer.

~~5~~4.5 **Nonforeign Affidavit**. Seller shall deliver to Buyer at Closing Seller's affidavit that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in and in accordance with the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder).

~~5~~4.6 Further Instruments. On Closing Date, or thereafter if necessary, Seller shall, without cost or expense to Buyer, execute and deliver to or cause to be executed and delivered to Buyer such further instruments of transfer and conveyance as Buyer may reasonably request, and take such other action as Buyer may reasonably require to carry out more effectively the sale and transfer of the Property contemplated by this Agreement and to protect the right, title and interest of Buyer in and enjoyment by Buyer of the Property.

~~6~~5. MUTUAL COVENANTS AND WARRANTIES.

~~6~~5.1 **Special Assessments**. Special assessments, if any, for work on the site of the Property commenced and any areawide assessments or charges for work plans adopted prior to or on Closing Date shall be paid by Seller. Special assessments, if any, for work on such site of the Property commenced after Closing Date, shall be paid by Buyer. ~~Seller shall pay any agricultural penalty/back taxes on the Property which are due and payable through the Closing Date.~~

~~6~~5.2 Eminent Domain. If all or any portion of the Property or points of access thereto are condemned by public or quasi-public authority prior to Closing, Seller immediately shall notify Buyer thereof and of the portion of the Property which shall have been condemned. Buyer may, in its sole discretion, terminate this Agreement without any liability by written notice to Seller within fifteen (15) days following notice of such condemnation.

~~6~~5.3 **Binding Obligation**. Seller warrants to Buyer and Buyer warrants to Seller that this Agreement constitutes its valid and legally binding obligation enforceable against it in accordance with the provisions hereof.

~~6.4 Zoning. If the Property is not zoned for retail business use at the time of Seller's acceptance of the Offer, Buyer will after such acceptance, file an application to have the Property so zoned, and Seller agrees to cooperate with Buyer in obtaining such rezoning. All reasonable expense incurred in filing and processing such application for rezoning shall be paid by Buyer.~~

~~6.5~~5.4 **Specific Performance**. Buyer shall have the right to specific performance, upon tender of payment by Buyer, of each of the agreements and obligations of Seller to be

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performed hereunder by Seller, in addition to all other remedies Buyer may have at law or in equity.

~~6~~5.~~6~~5 Property Testing. Buyer, at Buyer's expense, may enter upon the Property to conduct such tests and make such examinations, including soil, boring and environmental tests, as Buyer deems necessary. In the event the results of tests or examinations conducted by Buyer or Buyer's representative(s) do not verify that there is no accumulation in or about the Property or adjacent groundwater of petroleum, PCBs or any hazardous waste or toxic pollutant, contaminant or other substance regulated by any state or federal statute including Solid Waste Disposal Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901) or the Toxic Substance Control Act (15 U.S.C. Sec. 2604) or by any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such substances or wastes, or other substances of public health concern, or if Seller acknowledges that the Property is contaminated by any such waste or substances, Buyer may in its sole discretion, terminate this Agreement.

~~6.76 Property Exchange. At the option of Seller, Seller may choose to be paid the Purchase Price through a tax-free land exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 as amended. In the event the Seller elects the method of payment as a tax-free land exchange, Seller shall pay all expenses relating to the purchase and assignment of the exchanged land. Seller agrees that an escrow agent, chosen by Seller, shall acquire the exchange property and that Buyer shall not take title to said exchange property. Buyer makes no warranty and assumes no liability in the event the Internal Revenue Service determines that said exchange is not a tax-free exchange pursuant to Internal Revenue Code Regulations.~~

~~7~~6. TERMINATION OF AGREEMENT.

~~7~~6.1 Causes. This Agreement, unless sooner terminated in accordance with the provisions hereof, may be terminated prior to Closing by:

(a) mutual consent of the parties;

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

(c) written notice from Seller to Buyer if there has been a material misrepresentation or breach by Buyer in the warranties or covenants of Buyer set forth herein.

~~7~~6.2 Effect of Termination. If this Agreement is terminated in accordance with the provisions hereof, all earnest money paid hereunder shall be immediately paid or returned to Buyer. In the event of a wrongful termination of this Agreement by Buyer, all earnest money paid hereunder shall be paid to or retained by Seller as liquidated damages and as Seller's sole remedy.

~~7~~6.3 Right to Proceed. If any of the conditions set forth herein have not been satisfied, Buyer may waive its rights to have such conditions satisfied and may proceed with the transactions contemplated hereby.

~~8~~7. CONDITIONS. Each of the agreements and obligations of Buyer to be performed hereunder by Buyer are conditional on the satisfaction of the following conditions:

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

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

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

~~8.4~~7.1 Due Diligence; Survey; Site Investigation. On or before June 30, 2019 ("Contingency Date"), Buyer shall have obtained: (i) a satisfactory outcome to its due diligence investigation with respect to the Property; (ii) Buyer's satisfactory review of the zoning of the Property to determine that the Property is adequate for Buyer's intended development and use of the Property; (iii) a satisfactory survey and site investigation verifying Seller's warranties with respect to the Property; (iv) a satisfactory outcome to its soil, boring and environmental testing; and (iv) satisfactory evidence that the Property and the contemplated operation and use of the Property by Buyer complies with all applicable laws~~; and (v) determination within Buyer's sole discretion, that the Property is economically viable for Buyer's intended development and use of the Property~~.

~~8.5~~7.2 Instruments of Transfer. At least seven (7) days prior to Closing, Seller shall have delivered to Buyer for review and approval, drafts of such instrument or instruments of transfer and conveyance regarding the Property of the nature hereinbefore specified. Once reviewed and approved by Buyer, all original signed documents shall be deposited with the Title Company to be held in trust until the Closing Date.

~~8.6~~7.3 Survey. On or before the Contingency Date, Buyer shall have reviewed and approved of the survey as described in Section ~~5~~4.3 hereof~~, which shall show, to the complete satisfaction of Buyer, with respect to the Property that: (i) there are no violations of zoning ordinances or any other restrictions with reference to the size, height or location of the buildings and other improvements located on the Property, including those to be constructed by Buyer; (ii) there are no easements, recorded or apparent, or other uses which adversely affect the Property or Buyer's use thereof; (iii) there are no encroachments onto the Property or of improvements on the Property onto adjoining land; (iv) the Property does not lie within a flood or lakeshore erosion~~

~~hazard area as shown on any map published by the Federal Emergency Management Agency, the U.S. Department of Housing and Urban Development or the Wisconsin Department of Natural Resources; (v) the Property is adequate, within Buyer's sole discretion, for its construction, operation and use as a Kwik Trip convenience store/fueling station and car wash; and (vi) no other condition exists which would unreasonably interfere with or restrict Buyer's use of the Property for the purposes for which it was intended or delay Buyer's development of the Property. Any nonconformity herewith shall be deemed a Title Defect as defined herein.~~

~~8.7~~7.4 Title Insurance. On or before the Closing Date, Buyer shall have received and approved the title insurance commitment referred to in Section ~~5~~4.2 hereof.

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

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

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~~9~~8. NOTICES. Any notice required or permitted hereunder shall be in writing and shall be considered delivered in all respects when it has been delivered by hand or mailed via UPS Overnight Mail to Buyer or to Seller at their respective address first above written, or electronically via e-mail to Seller at jefff@co.polk.wi.us, or to Buyer at STeigen@kwiktrip.com with a copy to JLong@kwiktrip.com.

~~10~~9. BROKERAGE. Seller and Buyer respectively warrant to each other that no person provided services as a broker or finder with respect to the transaction contemplated hereby.

~~11~~10. MISCELLANEOUS. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and shall be binding upon the parties and their respective heirs, successors and assigns. There are no agreements or understandings between the parties other than those set forth herein or in a written instrument executed simultaneously herewith. This Agreement may be amended and any of the provisions hereof may be waived, only by a written instrument executed on behalf of all of the parties or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter. Time is deemed to be of the essence with respect to all of the provisions hereof.

[The remainder of this page intentionally left blank]

Executed as of _____ 2019.

BUYER:
KWIK TRIP, INC.

By: _____

Its: _____

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

SELLER:
POLK COUNTY, WISCONSIN

By: _____
Jeffrey Fuge
Its: County Administrator

EXHIBIT A

PROPERTY

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

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

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

OFFER TO PURCHASE

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

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

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

1. PURCHASE AND SALE OF PROPERTY.

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

1.2 Purchase Price for Real Property.

(a) Amount and Payment. The purchase price for the Property shall be Three Hundred Fifty-five Thousand and 00/100 Dollars ($355,000.00) ("Purchase Price"), which shall be payable, less earnest money and other closing adjustments, at Closing via wire transfer by the Title Company.

(b) Closing Adjustments.

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

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

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

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

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

2.2 Absence of Consents, Liabilities and Litigation. No consent or authorization is required for the consummation by Seller of the transactions contemplated hereby. There is no lease, agreement, mortgage, financing statement, security agreement or other instrument to which Seller is a party and by which the Property is subject or bound.

2.3 Title. Seller will have, as of the Closing Date, good and marketable title to and undisputed possession of the Property. Seller's title will be as of Closing Date free and clear of all defects, liens, and encumbrances not approved by Buyer in writing.

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

4. COVENANTS OF SELLER.

4.1 Conduct Pending Closing Date. Upon acceptance of this Agreement, Seller agrees to provide Buyer with full access to examine the Property.

4.2 Title Insurance. Buyer shall obtain a commitment to issue an ALTA Form 2006 owner's title insurance policy in the amount of the Purchase Price. All expense incurred in obtaining such commitment and in paying the premium charge for the final title policy shall be paid by Seller. Such title commitment shall show good and marketable title to the Property in Seller subject only to exceptions or encumbrances acceptable to Buyer. Should Buyer notify Seller in writing of any title matters (exceptions to title or exclusions from title) not acceptable to Buyer ("Title Defect"), Seller shall utilize its reasonable efforts to correct such title matters. Seller shall have thirty (30) days from delivery of Buyer's notice to have such title matters removed from the title commitment Closing shall be forty-five (45) days after delivery of Buyer's notice or the Closing Date, whichever is later. If Seller is unwilling or unable to correct such title matters within the appropriate thirty (30) day period, Buyer may: (i) terminate this Agreement by written notice to Seller, and in such event, receive a refund of its earnest money; or (ii) waive any defect in title, and in such event, proceed to closing the transaction contemplated by this Agreement..

4.3 Survey; Certification.

(a) Buyer shall obtain an updated survey of the Property, and Seller agrees to cooperate with Buyer in obtaining such survey. All expenses incurred in obtaining such survey shall be paid by Buyer. Such survey shall be prepared in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Title Association and the American Congress on Surveying and Mapping in 2016., and shall include a

proper and complete legal description of such Property and shall show: (i) external boundaries of such Property and the length and direction of each dimension; (ii) access to and names of the nearest or adjacent public roads; (iii) the locations of all recorded easements; (iv) the locations of any flood plains; (v) the legal description and street address of such Property and the number of square feet within such property; (vi) setback requirements; (vii) physical encroachments onto such Property and from such Property onto adjacent property; (viii) the locations of monuments at corners; (ix) the locations of all improvements; (x) the locations of all utilities and if they have not been extended to the boundary of such Property, the nearest point from which they could be extended to such Property; (xi) the locations of all concrete pads, stand pipes, vent pipes and filler pipes; (xii) the topography of the Property at two foot intervals; and (xiii) other information necessary or required by the title company to remove the "survey" exception in the title commitment;

(b) The survey described above shall contain a certification by the surveyor to Buyer and all those who may purchase, take a mortgage on or insure title to the Property described therein within one (1) year from the date of said survey that (i) the information, courses, and distances shown are correct, (ii) the title lines and lines of actual possession are the same, (iii) the size, location and type of buildings and improvements are as shown and all are within the boundary lines and applicable setback lines of such Property, (iv) there are no violations of zoning ordinances or restrictions with reference to the location, size or height of said buildings and improvements, (v) there are no easements or uses affecting such Property appearing from a careful inspection of the same, other than as shown on the commitment of title insurance described in Section 4.2 hereof and depicted thereon, (vi) there are no encroachments affecting such Property except as shown on the survey, and (vii) no part of such Property lies within a flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only).

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

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

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

5. MUTUAL COVENANTS AND WARRANTIES.

5.1 Special Assessments. Special assessments, if any, for work on the site of the Property commenced and any areawide assessments or charges for work plans adopted prior to or on Closing Date shall be paid by Seller. Special assessments, if any, for work on such site of the Property commenced after Closing Date, shall be paid by Buyer.

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

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

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

5.5 Property Testing. Buyer, at Buyer's expense, may enter upon the Property to conduct such tests and make such examinations, including soil, boring and environmental tests, as Buyer deems necessary. In the event the results of tests or examinations conducted by Buyer or Buyer's representative(s) do not verify that there is no accumulation in or about the Property or adjacent groundwater of petroleum, PCBs or any hazardous waste or toxic pollutant, contaminant or other substance regulated by any state or federal statute including Solid Waste Disposal Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901) or the Toxic Substance Control Act (15 U.S.C. Sec. 2604) or by any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such substances or wastes, or other substances of public health concern, or if Seller acknowledges that the Property is contaminated by any such waste or substances, Buyer may in its sole discretion, terminate this Agreement.

6. TERMINATION OF AGREEMENT.

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

(a) mutual consent of the parties;

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

(c) written notice from Seller to Buyer if there has been a material misrepresentation or breach by Buyer in the warranties or covenants of Buyer set forth herein.

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

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

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

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

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

7.3 Survey. On or before the Contingency Date, Buyer shall have reviewed and approved of the survey as described in Section 4.3 hereof.

7.4 Title Insurance. On or before the Closing Date, Buyer shall have received and approved the title insurance commitment referred to in Section 4.2 hereof.

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

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

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

[The remainder of this page intentionally left blank]

Executed as of FEBRUARY 7 2019.

BUYER:
KWIK TRIP, INC.

By: _____
JEFFREY MUNOSKY

Its: VICE PRESIDENT & CFO

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

SELLER:
POLK COUNTY, WISCONSIN

By: _____
Jeffrey Fuge

Its: County Administrator

EXHIBIT A

PROPERTY

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

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

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

Ridge Rd
Ridge Rd
165005720000
165005750000
165005770000
165005820000
165005820010
165005820100
165005820200
165005820001
165005831000
165005880000
165005880100
South Ave
165005870000
S Cascade St
S Cascade St
165999990000
165006090000
165006100000
165006110000
165006120000
165006130000
022010970000
022010960000
165006200000
Map data ©2018 Google Imagery ©2018 , DigitalGlobe, USDA

Parcel #: 165-00612-0000

Valid as of 12/20/2018 01:57 PM

Alt. Parcel #:

VILLAGE OF OSCEOLA
POLK COUNTY,
WISCONSIN

Owner and Mailing Address:

POLK COUNTY (TAX DEED)
100 POLK COUNTY PLZ
BALSAM LAKE WI 54810

Co-Owner(s):

Physical Property Address(es):

Information Not Available

Districts:

Dist#	Description
1700	WITC DISTRICT
4165	OSCEOLA SCHOOL DIST
0107	OSCEOLA FIRE DISTRICT

Parcel History:

Date	Doc #	Vol/Page	Type
09/04/2015	833279	29/179	CSM
09/25/2012	800938	/	FINDF
07/26/2004	683956	956/911	PRD
07/26/2004	683955	956/910	DOMLET

more...

Legal Description: **Acres:** 38.450

OUTLOT 176 OF THE OUTLOT PLAT LOC IN THE VILLAGE OF OSCEOLA (SOMETIMES INCORRECTLY REFERRED TO AS THE ASSESSORS PLAT) ... *more...*

Plat	Tract (S-T-R 40¼ 160¼ GL)	Block/Condo Bldg
* OUTO-OUTLOTS V OSCEOLA	27-33N-19W	LOT 176

2018 Valuations:

Values Last Changed on 09/26/2016

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

2018 Taxes

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

	Amt Due	Amt Paid	Balance
Net Tax	0.00	0.00	0.00
Special Assessments	0.00	0.00	0.00
Special Charges	11.20	0.00	11.20
Delinquent Charges	0.00	0.00	0.00
Private Forest Crop	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Prop Tax Interest		0.00	0.00
Spec Tax Interest		0.00	0.00
Prop Tax Penalty		0.00	0.00
Spec Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	11.20	0.00	11.20

Interest Calculated For 12/20/2018

Installments

	End Date	Total
1	01/31/2019	11.20
2	07/31/2019	0.00

Net Mill Rate		0.021043927
Gross Tax		0.00
School Credit		0.00
Total		0.00
First Dollar Credit		0.00
Lottery Credit	0 Claims	0.00
Net Tax		0.00

Key

* - Primary

Parcel #: 165-00613-0000

Valid as of 12/20/2018 02:04 PM

Alt. Parcel #:

VILLAGE OF OSCEOLA
POLK COUNTY,
WISCONSIN

Owner and Mailing Address:

POLK COUNTY (TAX DEED)
100 POLK COUNTY PLZ
BALSAM LAKE WI 54810

Co-Owner(s):

Physical Property Address(es):

Information Not Available

Districts:

Dist#	Description
1700	WITC DISTRICT
4165	OSCEOLA SCHOOL DIST
0107	OSCEOLA FIRE DISTRICT

Parcel History:

Date	Doc #	Vol/Page	Type
09/25/2012	800938	/	FINDF
07/26/2004	683955	956/910	DOMLET
07/26/2004	683956	956/911	PRD
		674/807	

more...

Legal Description: **Acres:** 39.500

OUTLOT 177 OF THE OUTLOT PLAT LOC IN THE VILLAGE OF OSCEOLA (SOMETIMES INCORRECTLY REFERRED TO AS THE ASSESSORS PLAT)

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

2018 Valuations:

Values Last Changed on 05/15/2013

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

2018 Taxes

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

	Amt Due	Amt Paid	Balance
Net Tax	0.00	0.00	0.00
Special Assessments	0.00	0.00	0.00
Special Charges	11.20	0.00	11.20
Delinquent Charges	0.00	0.00	0.00
Private Forest Crop	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Prop Tax Interest		0.00	0.00
Spec Tax Interest		0.00	0.00
Prop Tax Penalty		0.00	0.00
Spec Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	11.20	0.00	11.20

Interest Calculated For 12/20/2018

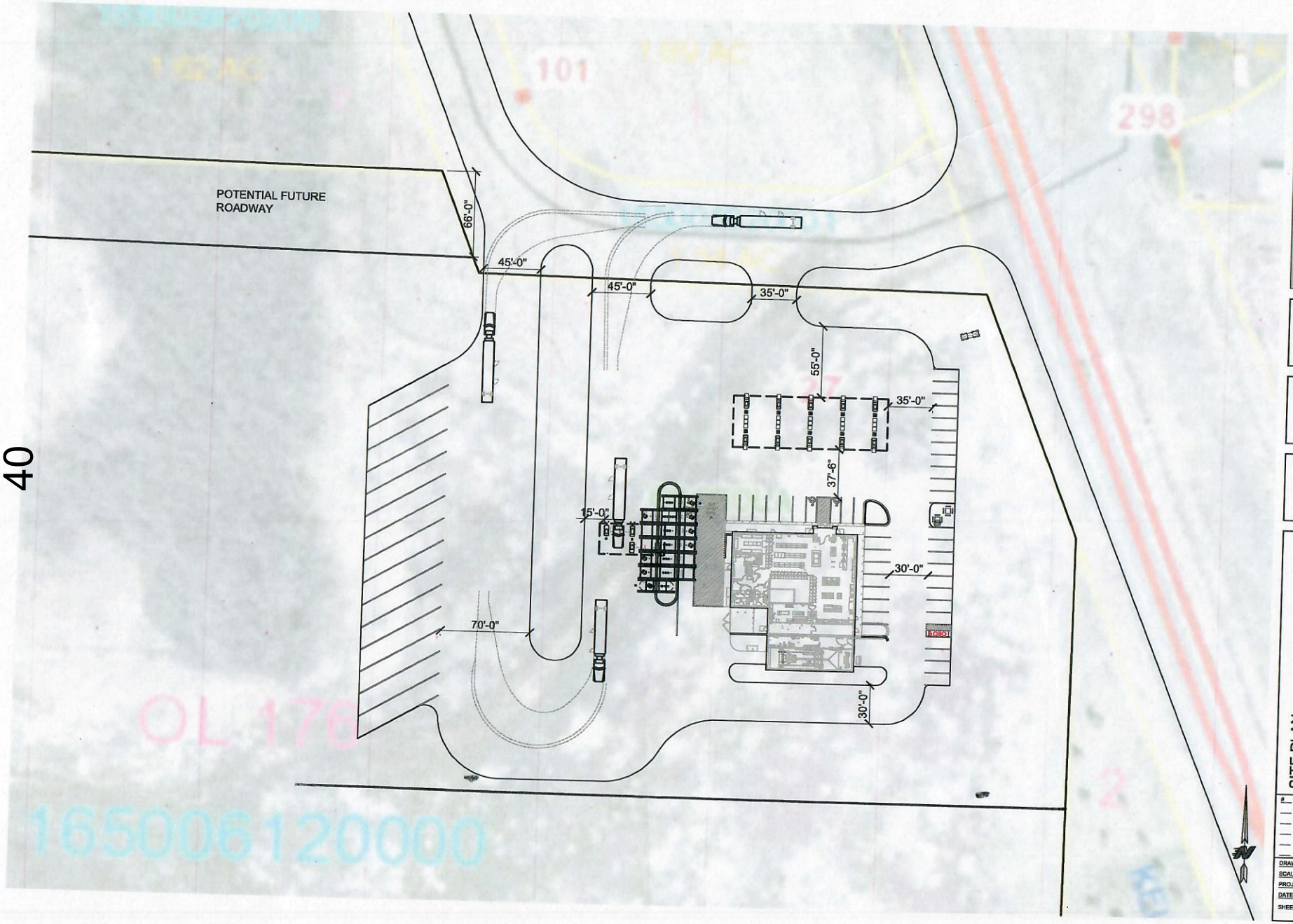
Installments

	End Date	Total
1	01/31/2019	11.20
2	07/31/2019	0.00

Net Mill Rate		0.021043927
Gross Tax		0.00
School Credit		0.00
Total		0.00
First Dollar Credit		0.00
Lottery Credit	0 Claims	0.00
Net Tax		0.00

Key

* - Primary



KWIK TRIP

KWIK STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

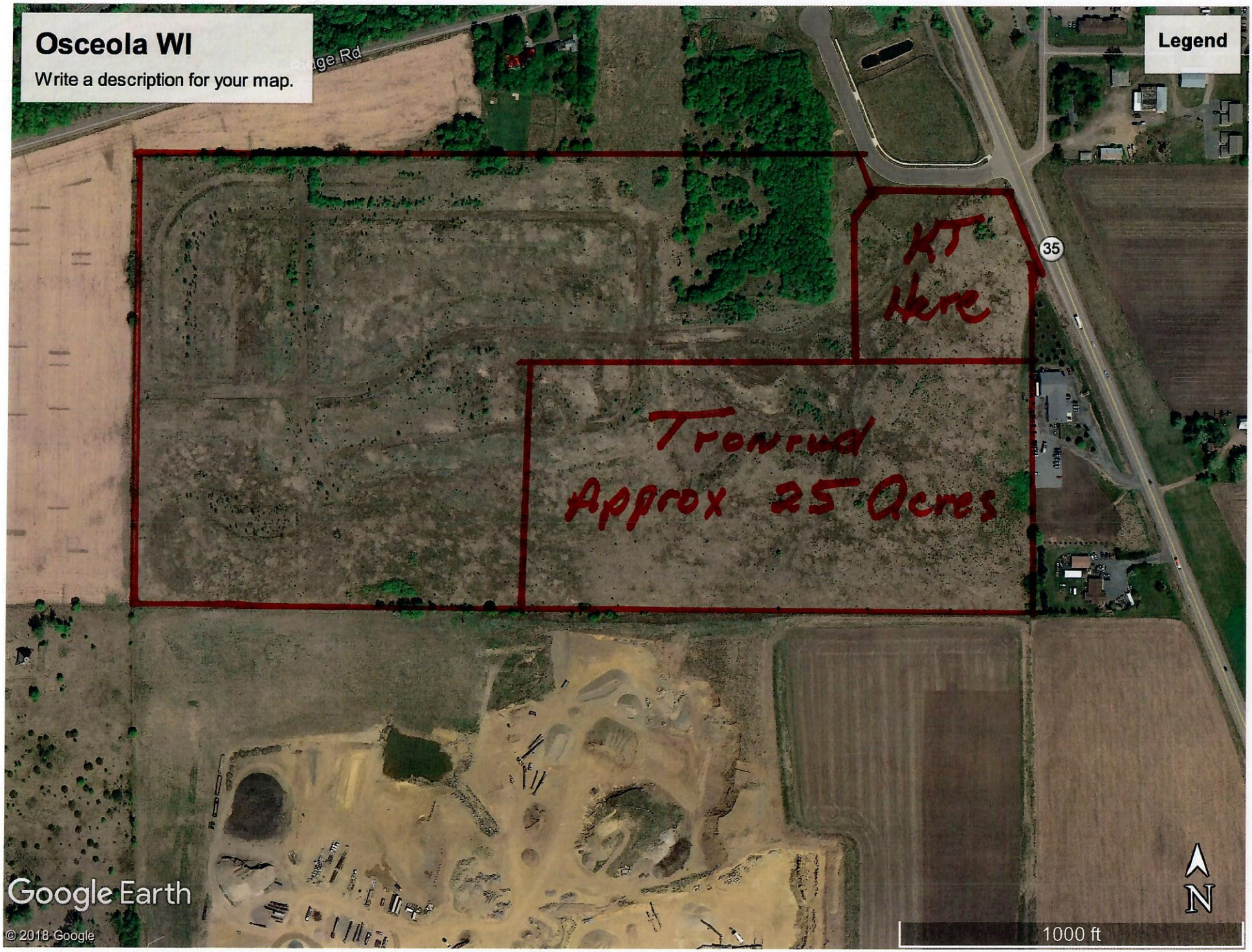
SITE PLAN

CONVENIENCE STORE #XXX
WITH ONE-BAY CARWASH & SIDE DIESEL

STH 35
OSCEOLA, WI

#	DATE	DESCRIPTION

DRAWN BY	NPB
SCALE	1" = XX'-0"
PROJ. NO.	0001
DATE	2018-12-27
SHEET	SP1


Osceola WI
Write a description for your map.
Legend
Rage Rd
35
KJ Here
Trowrud
Approx 25 Acres
Google Earth
© 2018 Google
N
1000 ft

Jeff Fuge

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

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

Dear Jeff and Polk County Board of Supervisors,

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

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

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

Scott

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

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

From: Scott Teigen
Sent: Friday, February 1, 2019 12:32 PM
To: Dan@osceolaautobody.com
Cc: Julie Long <JLong@kwiktrip.com>; Katie Klug <KKlug@kwiktrip.com>; Tom Reinhart <TReinhart@kwiktrip.com>
Subject: Letter of Understanding/Intent to sell 25 acres

Dan,

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

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

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

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

Scott

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

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

Sharon Jorgenson

From:	Jeff Fuge
Sent:	Thursday, February 7, 2019 12:08 PM
To:	Dean Johansen; Jay Luke; Brad Olson; Douglas Route; Christopher Nelson; Tracy LaBlanc; 'muskymasters@yahoo.com'; 'Prichard.Mike@dorseyalumni.com'; Kim O'Connell; Larry Jepsen; 'Russ Arcand'; Joe Demulling (jjdemulling@centurytel.net)
Cc:	Steve Geiger; Malia Malone; Sharon Jorgenson; Tammy Peterson
Subject:	Limited Closure of Stower Seven Lakes State Trail (Motorized Use and Trapping, Hunting and Equestrian Use Prohibited)
Attachments:	Stower_AdminMemo_Limited Closure02072019_1132.pdf

Dear Supervisors:

I am writing to inform you that today, February 7, 2019, the County has issued and implemented a limited closure on the Stower Seven Lakes State Trail. The County's action was necessitated by a directive of the Wisconsin Department of Natural Resources to the County dated February 6, 2019 that stated that motorized uses and those non-motorized uses of trapping, hunting and equestrian uses are prohibited uses on the Stower Seven Lakes State Trail. The County's limited closure complies with and its consistent with the WDNR directive. The issuance of the County limited closure is a management decision further made necessary by the County's opening of the Trail, made by management decision issued on December 13, 2018. The February 7, 2019 County directive reverses the earlier directive that opened the Trail to snowmobile use. The Trail will remain open to the non-motorized uses of walking, bicycling, cross-country skiing and snowshoeing.

Our office will be placing this matter on the agenda of the February 19, 2019 County Board meeting for information and discussion and provide an update on this fluid matter at that time.

A copy of the Administrator memo issuing the limited closure and the WDNR letter dated February 6, 2019 is attached. A paper copy will be made available to Supr. Edgell, Larson and Bonneprise and circulated in the County Board Packet.

In closing, I advise you to refrain from discussing amongst other supervisors the closure or uses of the Stower Seven Lakes State Trail unless doing so in a meeting that has been properly given advance written notice.

Thank you.

Jeff

Jeffrey B. Fuge
Interim County Administrator
Direct: 715-485-9282

Office

Office of County Administrator
100 Polk County Plaza, Suite 220
Balsam Lake, WI 54810
Tel: 715-485-9212

The preceding e-mail and its attachments contain information which is confidential, privileged, and exempt from public disclosure under the Wisconsin Open Meetings Law, Wisconsin Public Records Law, and other forms of discovery. The same is not intended for transmission to or receipt by unauthorized recipients/persons. If you have received this e-mail and its attachments in error or

Jeffrey B. Fuge
Interim County Administrator
100 Polk County Plaza, Suite 220
Balsam Lake, WI 54810
715-485-9282
jefff@co.polk.wi.us

February 7, 2019

To: Mr. Steve Geiger
Polk County Surveyor/Interim Land Information Director/Land Information Officer
Land Use Division

RE: Administrator Memo
Stower Seven Lakes State Trail – Limited Closure of Trail
All Motorized Use, Trapping, Hunting and Equestrian Use Prohibited

I issue this memo as a directive providing for a limited closure of certain uses on the Stower Seven Lakes State Trail (Trail). The limited closure prohibits motorized use, including, but not limited to snowmobile and ATV/UTV usage, and the non-motorized activities of trapping, hunting and equestrian use. The limited closure does not prohibit those non-motorized uses of walking, bicycling, cross-country skiing and snowshoeing. Such non-motorized uses are not affected by the limited closure.

This directive for limited closure is effective immediately and will remain in effect until the closure is lifted by Administrator Memo. This directive is issued as a matter of conformity with the directive of the Wisconsin Department of Natural Resources contained in its letter dated February 6, 2019. A copy of that letter is attached. The County's closure is consistent with that directive provided by WDNR in that letter.

I am further providing the instruction to the Parks, Trails and Recreation Department to undertake all actions necessary to communicate and implement the limited closure, to announce and post notice of the closure, and to work with external stake holders to afford notice of the closure. It is appropriate to keep the Trail open to those non-motorized uses of walking, bicycling, cross-country skiing and snowshoeing and to prepare and operate the Trail for such uses.

By copy, notification of the limited closure is provided to the Sheriff's Department.

Sincerely,

Jeffrey B. Fuge
Interim County Administrator

c: Ms. Malia Malone, Corporation Counsel
Sheriff Brent Waak

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

February 6, 2019

Steve Geiger
Polk County Surveyor/Interim Land Information Director/Land Information Officer
100 Polk County Plaza, suite 170
Balsam Lake WI 54810

Subject: Stower Seven Lakes Trail Plan Amendment

Dear Mr. Geiger:

Thank you for your January 29th, 2019 email and amended trail plan. While some of the elements of concern outlined in our letter were addressed, the recently submitted plan still does not meet the requirements in the existing MOU between the County and the DNR.

Section V. 3. of the MOU requires the County to undertake an adequate planning process before adding allowed trail uses or authorizing special events not addressed in the trail plan. Since the 2018 plan does not satisfy the requirements in the MOU, no new uses may be added. Consequently, the only uses that may be allowed on the trail are walking, bicycling, cross-country skiing and snowshoeing. Trapping, hunting, equestrian and motorized uses must continue to be prohibited on the trail until and unless the County completes a planning process and drafts a new plan adding such uses in accordance with the requirements in the MOU.

We value our partnership with Polk County and want to continue to work together to develop, manage and operate the trail. James Yach, Secretary's Director, and I would like to meet with you (and your staff as appropriate) on Monday February 11th at 11:00am at your office to discuss this matter further. Rachel DePalma from my office will be reaching out to you to confirm this date or more suitable for your schedule.

Thank you.

Ben Bergey

Ben Bergey, Bureau Director, Wisconsin State Park System

Cc:
James Yach
Cameron Bump
Diane Milligan
Missy VanLanduyt

Jeffrey B. Fuge
Interim County Administrator
100 Polk County Plaza, Suite 220
Balsam Lake, WI 54810
715-485-9282
jefff@co.polk.wi.us

December 13, 2018

To: Mr. Steve Geiger
Polk County Surveyor/Interim Land Information Director/Land Information Officer
Land Use Division

RE: Administrator Memo
Stower Seven Lakes State Trail – Directive to Immediately Open Trail for Operation and Usage for Snowmobile Travel

I issue this memo as a directive to open the Stower Seven Lakes State Trail (Trail) for snowmobile usage, effective immediately. This directive implements the County Board's policy decision to use the Trail for snowmobile usage as described and contained in the County master plan adopted by the County Board at its October 2018 meeting.

The Administrator directive is made upon additional information. On December 12, 2018, WDNR staff confirmed to the County that irrespective of the WDNR review of the County Board approved plan, the County may implement snowmobile usage on the Trail. In its letter dated November 30, 2018, WDNR provided the statement that WDNR does not approve those trail plans that are submitted to WDNR. Conversation with WDNR staff on December 12, 2018 reaffirmed this WDNR position. After receiving this information, my review of language of the Memorandum of Understanding (MOU) with County Staff reached the same conclusion. I further note that WDNR has issued no directive or order that prohibits the County from operating the Trail for snowmobile use.

Based upon the language in the MOU, it is my conclusion that the County is obligated to manage, maintain and operate the Trail for recreational purposes without specificity as to use or planned use that may otherwise be reduced to a trail plan. Said in a different way, no language in the MOU ties operation of the Trail to any use, non-motorized, motorized or multi-use. Equally, no language in the MOU requires the County to develop and adopt a trail plan as a condition precedent to operation of the Trail for a particular use. I have reached the conclusion that the County's operation of the Trail and the uses for which the County operates the Trail is not tied to those obligations in the MOU that otherwise require the County to engage in trail planning and to develop a trail for County Board approval. While the County has the obligation to operate the trail and to engage in planning activities under the MOU, each such obligation is not inter-related to one another. Such obligations are distinction and separate.

Having noted the above and that the County Board has already made the policy decision to manage, maintain and operate the Trail for snowmobile travel as an identified use, it is not only necessary, but also appropriate, that such decision, to open and operate the Trail for snowmobile travel, be

implemented without delay for the 2018-2019 snow season. Consistent with the County Board's policy decision and this directive to open and operate the Trail for snowmobile usage immediately, I am directing the Parks, Trails and Recreation Department to undertake all actions necessary to operate and open the Trail for safe usage of both non-motorized use and snowmobile use as soon as possible for the 2018-2019 winter/snow season. Such steps are to include, and be not limited to:

1. Manage, maintain and operate the Trail for non-motorized uses and snowmobile travel.
2. Sign the Trail appropriately to allow for non-motorized uses and snowmobile travel.
3. Sign the Trail to give notice that ATV/UTV use of any segment of the Trail is prohibited.
4. Develop and issue news releases that announces the opening of the Trail for snowmobile travel for the current winter season and provide such public relations information to local newspapers, partnered organizations that have a shared interest in the maintenance of the Trail for non-motorized and snowmobile usage alike, and town, village and city governments through which the Trail traverses. Such information must include information that ATV/UTV use of any segment of the Trail is prohibited.
5. Issue notices consistent with snow conditions that the Trail is open for snowmobile travel or closed when snow conditions prohibit snowmobile usage.
6. Coordinate such efforts with the Friends of Stower Seven Lakes State Trail and the Polk County Snowmobile Council and provide such organizations with a copy of this Administrator's Memo. Coordination with such organization is necessary for information sharing and to perform necessary activities for non-motorized uses and snowmobile travel.
7. Issue, as appropriate, such communications to WDNR to inform them of the opening and operation of the Trail for snowmobile trail and coordinate with WDNR as necessary in management, maintenance and operation of the Trail for non-motorized uses and snowmobile use.
8. Conduct all activities for management, maintenance and operation of the Trail as provided in the MOU, including providing WDNR appropriate information and documentation responsive to the WDNR letter of November 30, 2018.

I am clarifying and re-emphasizing that the Administrator directive here, does <u>not</u> implement usage of the Trail for ATV or UTV usage. While the County Board adopted the master trail plan with ATV/UTV use as an identified use, the resolution adopting the master trail plan conditioned implementation of ATV/UTV use on the County receiving a decision from the Federal Highway Administration that opening the Trail for ATV/UTV usage would not require the County to repay grant moneys received through grant programs administered by said federal agency. Whether the ATV/UTV usage of the Trail is to be implemented will require additional County Board decision-making. Since the County has yet to apply for such decision, the Administrator directive is specific to and limited to opening the Trail for snowmobile usage.

Sincerely,

Jeffrey B. Fuge
Interim County Administrator

State of Wisconsin
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WISCONSIN
DEPT. OF NATURAL RESOURCES

November 30, 2018

Dean Johansen
Chairman, Polk County Board of Supervisors
100 Polk County Plaza, Suite 170
Balsam Lake, WI 54810

Subject: Stower Seven Lakes Trail Plan

Dear Chairman Johansen

We've received the documents provided by the County regarding its plans for the Stower Seven Lakes State Trail and the Cattail State Trail. This Department of Natural Resources (DNR) reviewed the documents related to the master plan for Stower Seven Lakes State Trail (plan) for consistency with our Memorandum of Understanding (MOU). Our review identified some elements that need clarification, correction and/or additional information in order to be consistent with the MOU. A summary of those elements is identified in items 1-6 listed below, and editorial suggestions are also provided.

We ask that the County either submit a new trail plan addressing these elements or submit a plan to cure these elements within 60 days of the date of this letter. We welcome the opportunity to discuss these elements in more detail should the County desire.

1. **Alternatives Analysis.** The MOU requires a "set of management alternatives with a preferred alternative identified." Explain the alternatives considered and why the selected alternative is preferable.

2. **Details Regarding Uses.** The MOU requires that the plan include a "list of allowed trail uses, including where and when they are allowed (e.g. winter bicycling is allowed from Hwy Y to the Main Street trailhead, only when snow cover is 6" or greater). Year-round bicycling is encouraged and may be allowed in conjunction with snowmobile use (if allowed). Walking must be allowed on the Property at all times." Section V.2.b. In addition, Section V.2.i requires that the plan identify the estimated number of users per year.

   This section of the plan identifying the allowable uses along with locations, timing and estimated popularity needs to be clearly articulated and detailed through plan narrative, maps or whatever other means the County deems necessary. If allowable uses will be accommodated through a secondary silent-sport-only trail as mentioned in the plan, this trail must also be addressed in detail in the plan, which should include all details explaining when and how the secondary trail will be developed.

   The plan must also estimate user numbers for the various trail uses.

3. **Public Participation.** The County is responsible for creating and following a process for consideration of public input, and the process must involve summarizing and addressing the public comments received. These process elements were not provided and need to be addressed and included in the plan.

The MOU required the County to participate in or conduct public meetings, and to comply with the intent of NR 44 as it relates to public participation. See Sections V.1, V.2 a., and V.3. Public participation planning is addressed in NR 44.04(7) and (8). The requirements and County actions are set forth below:

Requirement	County Action
The public shall be provided opportunities to participate throughout the planning process for a property. Participation may include meetings, hearings workshops, etc.	The committee used an online survey, a public hearing, and accepted written comments. It held an open house to celebrate its recommendation. The board took testimony (limited to 3 minutes/person; 30 minutes total) and invited people who did not speak to submit comments. It appears comments would have been received was after the vote took place.
As appropriate to the circumstances ... shall consult with federal, state, county, town and local units of government, local agencies and Indian tribes.	It is not clear whether the county consulted with towns, villages, other state agencies or tribal governments. **The plan should describe consultation, if any.**
Participation may be for the purposes of identifying issues, submitting suggestions, identifying and evaluating goals and objectives, and evaluating management and use alternatives.	Input was solicited on the committee's draft plan. This input focused on use alternatives (ATVs versus "silent sports"). **Plan should indicate other issues, suggestions, evaluation of goals and objectives, and evaluation of management and use alternatives.**
A public involvement plan shall be prepared and made available for comment before involvement is initiated. The plan may be revised.	A timeline was created that provided for a public hearing and review of comments, however the timeline did not include how comments would be addressed. **Plan should include the public involvement plan and how comments received will be addressed.**
A news release shall be issued when public involvement is initiated.	No news release was provided. **Plan should include news release if one was issued.**
A list of interested parties shall be maintained and these people shall be notified as appropriate.	It is unclear whether a list was maintained. **Plan should include the list of interested parties, how the list was maintained and how and when those parties were notified about the planning process.**
Staff shall provide the board with a summary of comments and unresolved conflicts or make any recommendations to resolve conflicts.	Online survey results were graphed. **Plan should include a summary of comments and address what recommendations were made to address comments and resolve conflicts.**

4. **Proposed Development.** The MOU requires "a list of existing and anticipated support facilities (e.g. restrooms, parking lots)," a "map showing locations of existing and anticipated support facilities and use zones," and projected development costs. Section V.2.d-f. The plan needs to include both a written list and a map showing both existing and anticipated support facilities as well as an analysis of projected costs. Because the secondary trail is proposed, the plan should include development costs associated with that trail as well as a map and written narrative describing the location of the trail. If there are no anticipated support facilities for the secondary trail, this should also be addressed in the plan.

5. **Environmental and Cultural Analysis.** The MOU requires "plans to address any identified environmentally sensitive or cultural or historically significant areas" and "identification of desired vegetation types along the trail." Section V.2.g and l.

The plan needs to describe how all identified environmentally and culturally significant features along the trail will be addressed. While the plan describes areas in general terms, the plan needs to specifically

include the currently identified environmentally and culturally significant features and describe how they will be addressed. Again, due to the inclusion of the secondary trail in the plan, this section should address environmentally sensitive and historically significant areas impacted by the secondary trail as well.

6. **Management.** The MOU requires the plan to include the name and address of the office that will be managing the trail, and an emergency action plan that includes protocols and procedures for responding to reports of potentially hazardous conditions on the trail. Sections V.2.j and k.

   Contact information should be included for any and all entities responsible for maintaining the trail. The plan should also include how hazardous trail conditions will be reported and the protocols and procedures needed to address hazardous trail conditions.

Additional Concerns with the Plan

We have identified concerns with the text of the plan and have identified them by page number in the table on the next page. Some of these concerns are addressed above; others are additional issues that must be addressed.

We appreciate our partnership with Polk County and want you to know we sincerely value the relationship that the DNR and Polk County have had over last several years with respect to not only the Stower Seven Lakes Trail but also the Cattail and Gandy Dancer State Trails. We look forward to further discussion and to continuing our productive relationship. Should you wish to discuss this letter in person, please contact Missy VanLanduyt at melissa.vanlanduyt@wisconsin.gov or 608-266-7617, or James Yach at james.yach@wisconsin.gov or 608-218-0711.

Sincerely,

Ben Bergey

Ben Bergey, Bureau Director, Wisconsin State Park System

cc:
James Yach
Cameron Bump
Diane Milligan
Missy VanLanduyt

Issues Identified in the Master Plan

Page #	Issue
1	Date is June 2018, not October.
1	DNR must be removed from this page as the DNR did not assist in drafting of this plan.
3	Acknowledges that the plan is incomplete.
3	States that the plan represents the strategy of Polk Co., various trail advocates and user groups and the DNR. Reference to DNR should be removed.
3.	The easement and designation are presented as future conditions, not things that have already happened. This should be corrected.
3	States that DNR will complete an environmental review of the property pursuant to WEPA. DNR does not do environmental reviews for actions by others. The MOU does not provide that DNR will review this plan, and this statement must be removed.
4	Goals and objectives don't address ATVs/UTVs, or creating separate trails.
5.	Easement was conveyed. Not "will be" conveyed.
5	Where and when will uses be allowed? Speed limits for ATVs noted "near" villages and other public gathering places. Show specific locations on a map.
5-6	States that DNR will be the primary contact for crossings. The MOU provides that the county will be the primary contact. Plan should be corrected.
6	Plan states that the County will provide for the development of a plan to create a parallel silent sport-only trail within the corridor. How is it reconciled with the uses identified on page 5? Development of the parallel/secondary trail should be described in detail in this plan, not a future plan.
6-7	States that the Friends will assist in planning / operating/maintaining trail along with county and snowmobile council for winter snowmobile use. Does this remain true and if so, is a new agreement needed? Plan should identify elements of maintenance by partners and any/all agreements to this effect.
7	Daily operation of the trail will not be directed by NR 45 and NR 50.
7	Interpretation section does not satisfy MOU and needs to be redeveloped and expanded upon.
7	Wildlife management section says the county will cooperate with the DNR to make the trail corridor available to wildlife management. Please clarify.
7	Timber and Vegetative Management section does not satisfy MOU and needs to be redeveloped and expanded upon.
8	States that management problems have been identified and will need to be dealt with as they occur. List the identified problems and process to address. Also states: "More may be updated through the trail planning process." This plan is the result of the trail planning process. Is there an additional process that may identify future issues and how they will be addressed? Please describe or complete as part of this planning process.
8	Control of management problems is to be addressed through "peer pressure"? This is listed twice. What is meant by this? Please clarify and outline process.
8	States that all existing trail crossing agreements require review and modification. Why was this review not conducted as part of the planning process? This will require DNR real estate resources. DNR should be consulted to discuss details.
8	Invasive species management is listed as a topic, but topic contains no discussion. Expand on this topic in the plan.
9	Analysis of services – need and demand – will be done "to some degree in the future." Why wasn't this analysis done as part of the planning process? Expand on this section and outline current and future processes.