



Polk County Board of Supervisors

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

Minutes of the Regular Meeting of the Board of Supervisors Tuesday, February 19, 2019

Vice Chairman Luke called the February 19, 2019 regular 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, posted on the County website (February 8, 2019), and published in a legal newspaper in accordance with Wisconsin Statute Section 985.02 the week of February 11, 2019. In addition, the Office of the County Clerk distributed on February 8, 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 February 18, 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. Eleven County Board Supervisors were present representing a quorum. Absent and excused were Supervisors Johansen, Bonneprise, Masters and Nelson. Supervisor Nelson joined meeting at 2:08 p.m. bringing the total to twelve Supervisors present.

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

Vice Chair Luke called to the floor for a motion to suspend the Rules of Order to allow for approval of the amended agenda and to debate and act upon all resolutions noticed.

Motion (Jepsen/Demulling) to suspend rules to allow for approval of amended agenda and to debate and act upon all resolutions noticed on the agenda.

Vice Chair Luke called for a roll call vote on said motion. **Motion** carried by unanimous roll call vote (11 voting for and 4 Supervisors absent).

Vice Chairman Luke called to the floor consideration and approval of the Amended Agenda as published. **Motion** (Demulling/Jepsen) to adopt the Agenda as Amended. Vice Chairman Luke called for a voice vote on the motion to adopt the Amended Agenda. **Motion** carried by unanimous voice vote.

Vice Chairman Luke called to the floor for approval of the Consent Agenda. **Motion** (O'Connell/Larsen) 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 January 22, 2019 special session adopted as published and **Resolution No. 12-19**: Resolution to Approve Zoning Ordinance Amendment for the Town of St Croix Falls adopted.

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

Time was given for the County Board Chairperson's report, no report was received.

Vice Chairman Luke called upon Interim Administrator Fuge for the Administrator's report. The County Board received updates regarding the status of open positions including the Criminal Justice Collaborating Council Coordinator, Information Technology Director, and Land Use Division Director. The County Board received budgetary updates on various departments. The financial forecast report on the Lime Quarry is pending from Clifton-Larsen. A safety analysis report on the Recycling Center is pending. The Fairgrounds needs assessment is underway. The Fairgrounds Management agreement is in process. Upcoming meetings include Municipal Roundtable meeting at the Government Center on February 21 at 1:00 p.m. and Department of Transportation meeting in Osceola regarding the detour study for Highway 8 on March 7, 2019 at 4:00 p.m.

Interim Administrator Fuge announced the appointment of Bernie Desmarais to the Board of Adjustment for the term ending May 31, 2021.

Vice Chairman Luke called for a motion to confirm said appointment.

Motion (Jepsen/Larsen) to confirm the appointments of Bernie Desmarais to the Board of Adjustment for the term ending May 31, 2021. Vice Chairman Luke called for a voice vote on the motion to confirm said appointment. **Motion** to confirm appointments Bernie Desmarais to the Board of Adjustment for the term ending May 31, 2021 carried by unanimous voice vote.

Vice Chairman Luke called upon Scott Teigen, Kwik Trip Vice President and Dan Tronrud, owner of Osceola Auto Body to provide information to the County Board regarding the Kwik Trip and Osceola Auto Body Proposal to Purchase Tax Delinquent Lands located in the Village of Osceola.

The Board received updates from Corporation Counsel Malone regarding pending claims from Public Administration Associates, Friends of Stower Seven Lakes State Trail and Peter Henry v. Polk County Board of Supervisors.

Vice Chairman Luke called to the floor for a motion to convene in Closed Session.

Motion (Nelson/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.

**** Closed Session 2:47 p.m.** (Minutes separate and under seal)**

Vice Chairman Luke asked that the record reflect those present for closed session: Supervisors Brad Olson, Doug Route, Tracy LaBlanc, Chris Nelson, Michael Prichard, Jim Edgell, Kim O'Connell, Larry Jepsen, Vice Chairman Jay Luke, Joe Demulling, Michael Larsen, and Russ Arcand. Also present were, Jeff Fuge, Interim County Administrator; Sharon Jorgenson, County Clerk; Malia Malone, Corporation Counsel; Emil Norby, Highway Commissioner; and Tim Anderson, County Planner.

*Reconvened in Open session: 3:48 p.m.

Vice Chairman Luke called for a recess at 3:48 p.m. Vice Chairman Luke declared the Board back in legislative session at 3:58 p.m.

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

That no action would be taken in regard to the pending claims and litigation items noticed on the agenda and the same will be addressed at the March County Board meeting if necessary. Vice Chairman Luke also announced that the Board discussed the Kwik Trip sale and Resolution No. 13-19: Resolution Rescinding Resolution No. 75-18 Authorizing the Submission of the Proposed Master Plan for the Stower Seven Lakes Trail and the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural Resources.

Vice Chairman Luke called to the floor **Resolution No. 13-19**: Resolution Rescinding Resolution No. 75-18 Authorizing the Submission of the Proposed Master Plan for the Stower Seven Lakes Trail and the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural Resources.

Vice Chairman Luke called for a motion to adopt Resolution No. 13-19.

Motion (Nelson/Route) to adopt Resolution No. 13-19. Vice Chairman Luke called for a voice vote on said motion. **Motion** to adopt Resolution No. 13-19 carried by unanimous voice vote (Absent were Supervisors Johansen, Masters, and Bonneprise). **Resolution No. 13-19**: Resolution Rescinding Resolution No. 75-18: Authorizing the Submission of the Proposed Master Plan for the Stower Seven Lakes Trail and the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural Resources adopted.

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 upon Supervisor O'Connell to provide information regarding the resolution. Vice Chairman Luke called for a motion to adopt Resolution No. 04-19.

Motion (O'Connell/Larsen) to adopt Resolution No. 04-19. Vice Chairman Luke called for a voice vote on the motion to adopt Resolution No. 04-19.

Motion (O'Connell/Larsen) to amend Resolution No. 04-19 as provided in Amendment 1 and Amendment 2, below as follows:

Amendment 1:

At Line 29, insert the following:

"WHEREAS, at the Environmental Services Committee meeting of February 6, 2019, Kwik Trip 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 Kwik Trip and to amend this resolution to incorporate the revised offer to purchase; and

WHEREAS, on February 7, 2019, Kwik Trip forwarded to the County its revised offer to purchase, a copy of which is marked as the "Kwik Trip 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 Kwik Trip, identified and attached here to as the "Kwik Trip Offer 02-07-2019", to purchase for a sales price of Three Hundred Fifty-Five Thousand (\$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 Kwik Trip 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 Kwik Trip offer incorporated into this resolution.

Vice Chairman Luke called for a voice vote on said amendments to Resolution No. 04-19.

Motion to amend Resolution No. 04-19 as stated carried by unanimous voice vote.

Vice Chairman Luke called for a voice vote to adopt Resolution No. 04-19 as amended. **Motion** to adopt Resolution No. 04-19 as amended 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 adopted as amended.

Corporation Counsel Malone was excused from the County Board session at 4:04 p.m.

Vice Chairman Luke called upon Deputy County Administrator/Employee Relations Director Jerrick to provide information to the Board regarding incoming Administrator Osborne and the process of developing Performance Management Process and Practices. Board received information regarding scheduling individual meetings with new County Administrator Osborne and the need for the Board/Executive Committee to develop recommendations and goals with the new Administrator to use for the 90 day performance evaluation.

Time was given for Supervisors announcements.

Vice Chairman Luke called for a motion to adjourn. **Motion** (Larsen/Demulling) 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 4:14 p.m.

Respectfully submitted,

Sharon E. Jorgenson, Polk County Clerk



POLK COUNTY, WISCONSIN

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***AMENDED* Notice of Meeting and Agenda**

Polk County Board of Supervisors

100 Polk County Plaza, Balsam Lake, Wisconsin
 Polk County Government Center - County Board Room
Tuesday, February 19, 2019 at 2:00 p.m.

¹Matters Added, Struck or Revised in Amended Agenda, Issued February 18, 2019:
 Items 5, 6, 9, 10, 13, 14, and 16.

Order of Business:

1. Call to Order
2. Receipt of Evidence and Opinion on Proper Notice
3. Roll Call
4. Pledge of Allegiance
5. ¹ Motion to Suspend Rules, Article 3. 1. a., and 2, to allow for Approval of Amended Agenda and to Debate and Act upon All Resolutions Noticed (Two-Thirds Vote Needed)
6. ¹ Approval of Agenda Confirming to Amended Notice of Meeting/Amended Agenda
7. 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
8. Public Comments –3 minutes per person –not to exceed 30 minutes total
9. ¹ County Board Chairperson’s Report
10. ¹ Administrator’s Message – Information and Discussion
 - a. Preliminary Report on 2018 Year End Financials and Highway Facility Project Fund
 - b. Status Report on Business Analysis for Lime Quarry
 - c. 2019 Budget Book
 - d. Administrator Transition Planning
11. Confirmation of Appointments
 - a. Confirmation of Appointment of Bernie Desmarais to Board of Adjustment for term ending May 31, 2021
12. ****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**
13. ¹ ****County Claims – Discussion and Action**
 - a. ***Pending Claim of PAA for Compensatory Damages Related to Recruitment**
 - b. ***Pending Claim of Friends of Stower Seven Lakes State Trail Related to the Master Trail Plan of Stower Seven Lakes State Trail**
 - c. ***Pending Litigation of Peter Henry v. Polk County Board of Supervisors, Polk County Case No. 2019CV41**

Polk County Board of Supervisors

14. ¹**Resolution No.13-19: Resolution to Rescind Resolution No. 75-18: Authorizing the Submission of the Proposed Master Plans for the Stower Seven Lakes Trail and the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural Resources – Discussion and Direct Action

** CLOSED SESSION**

The County Board may convene in closed sessions for purposes and subject matters, as follows:

Pursuant to Wisconsin Statute § 19.85(1)(g), the Board may convene in closed session for the purpose of conferring with legal counsel for Polk County who is rendering oral or written advice concerning strategy to be adopted by the Board with respect to pending claims and litigation concerning the pending claim of PAA, the pending claim of the Friends of Stower Seven Lakes State Trail; the pending litigation of Peter Henry v. Polk County Board of Supervisors, Polk County Case No. 2019CV41; and anticipated claims regarding the Stower Seven Lakes State Trail, as noticed in Items 13. a.- c.; and 14.

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 Offer of Kwik Trip to Purchase Tax Delinquent Lands Located in Village of Osceola, because bargaining reasons exist in considering and responding to said offer to purchase such tax delinquent lands.

Following the closed session the 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.

15. 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)
16. ¹Presentation and Discussion on Transition, Onboarding and Setting Performance Expectations for incoming Administrator – Andrea Jerrick Deputy County Administrator/Employee Relations Director
17. Supervisors Announcements
18. Adjourn

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

RESOLUTION NO. 13-19

Resolution Rescinding Resolution No. 75-18: Authorizing the Submission of the Proposed Master Plans for the Stower Seven Lakes Trail and the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural Resources

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

Ladies and Gentlemen:

WHEREAS, Polk County manages and operates the Stower Seven Lakes Trail and the Cattail Trail in accordance with the terms and conditions of a Memorandum of Understanding with the Wisconsin Department of Natural Resources (hereinafter "WDNR"); and

WHEREAS, the Wisconsin Administrative Code § NR 44.04 requires the WDNR to develop a Master Plan for the trails it manages; and

WHEREAS, Polk County and the WDNR entered into a Memorandum of Understanding that, in part, requires Polk County to conduct a planning process that satisfies certain planning requirements and substantially conforms to the requirements of NR 44.04; and,

WHEREAS, Polk County Board of Supervisors, in Resolution 75-18, forwarded a Master Plan to the WDNR; and

WHEREAS, WDNR brought up potential deficiencies with the October 2018 Master Plan as it relates to the Stower Seven Lakes Trail, in a letter dated November 30, 2018; and

WHEREAS, Polk County Staff met with WDNR staff on February 15, 2019, to discuss the County's initial attempt at addressing the potential deficiencies and to clarify roles and responsibilities between Polk County and the WDNR as it relates to the planning process; and

WHEREAS, Polk County staff are working to address the potential deficiencies, and WDNR has offered to provide guidance; and

NOW, THEREFORE, BE IT RESOLVED that, the Polk County Board of Supervisors rescinds Resolution 75-18 to allow County staff and County elected officials to address the potential deficiencies, consistent with the Memorandum of Understanding referenced above.

Offered on the 19th day of February, 2019.

BY: Brad Olson, Supervisor, District #1
Doug Route, Supervisor, District #2

James Edgell, Supervisor, District #8
Kim O'Connell, Supervisor, District #9

Dean Johansen, Chair,
Supervisor, District #3,

Larry Jepsen, Supervisor, District #10

Chris Nelson, Supervisor, District #4

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

Tracy LaBlanc, Supervisor, District #5

Michael Larsen, Supervisor, District #12

Brian Masters, Supervisor, District #6

Russell Arcand, Supervisor, District #13

Michael Prichard, Supervisor, District #7

John Bonneprise, 2nd Vice Chair,
Supervisor, District #14

Joe DeMulling, Supervisor, District #15

Fiscal Impact: The proposed resolution presents no fiscal impact.

Legal Impact: The resolution will halt the implementation of the 2018 Stower Seven Lakes Trail Master Plan and the 2018 Cattail Trail Plan until potential deficiencies are addressed.

Reviewed and Recommended By County Administrator:



Jeffrey B. Fuge
Interim County Administrator

Approved as to Form and Execution:



Malia T. Malone, Corporation Counsel

Excerpt of Minutes

30 At its regular business meeting on the 19th day of February 2019, the Polk County Board of
31 Supervisors acted upon Resolution No. 13-19; Resolution to Rescind Resolution No. 75-18:
32 Authorizing the Submission of the Proposed Master Plans for the Stower Seven Lakes Trail and
33 the Cattail Trail (Polk County Segment) to the Wisconsin Department of Natural Resources, as
34 follows:

- Adopted by majority voice vote
- Adopted by simple majority of the board of supervisors by a vote of _____ in favor and _____ against.
- Adopted by unanimous voice vote.
- Adopted as amended. See Below.
- Other: _____

Insert amendment to resolution according to minutes:

SIGNED BY:

ATTEST:

Dean Johansen, County Board Chairperson

Sharon Jorgenson, County Clerk

Polk County Board of Supervisors Rules of Order Ordinance
(Amended November 13, 2018)

Article 1. Purpose

- 1. The purpose of this Ordinance is to provide a procedure in which rules are designated to protect the rights of participation of members of the Polk County Board of Supervisors, to insure equal application of those rights, to maintain order, and thereby to protect also the interests of their constituents. This Ordinance further provides for the county board standing committee system.

Article 2. Meetings

- 1. The regular business meetings of the Polk County Board of Supervisors will be held on the third Tuesday of each month. Meetings will begin at 6:00 p.m. Exceptions will include the annual meeting in November which will conform to §59.11(1) and the organizational meeting held in April of even numbered years which will be held on the third Tuesday of April at a time noticed by the chairperson.
- 2. A Committee of the Whole or a Planning and Informational Meeting may be scheduled quarterly or called as needed at the discretion of the chairperson or upon committee referral.
- 3. A majority of the county board supervisors at a noticed public meeting may cancel or reschedule a county board meeting.
- 4. County board meetings may be scheduled upon submittal of a written petition per §59.11(2)(a) by a majority of county board supervisors.
- 5. The county board chairperson may cancel or reschedule a county board meeting in case of severe weather or an emergency.
- 6. Ten days public notice must be given of cancellation or rescheduling of a non-emergency county board meeting except as stated in #5.
- 7. All county board supervisors must be present unless excused for good cause by the county board chairperson.
- 8. A majority of the supervisors entitled to a seat on the board shall constitute a quorum.
- 9. Seating of the county board members shall be in such an arrangement so all members face the chairperson and each other. Supervisors are to be seated by district number order.
- 10. The chairperson shall take the chair at the scheduled time and call the meeting to order. The clerk shall call the roll to determine if a quorum is present. The chairperson shall preserve order and decorum.

- 1
2 11. Public comment at county board of supervisor's meetings shall be allowed after the
3 speaker has been formally recognized by the chairperson. Each person may go to the
4 podium and identify themselves by name and municipality of residency before addressing
5 the board. Each person has three minutes to make their presentation which includes
6 distribution of handouts. The chairperson has the responsibility to conduct the public
7 comment period in an orderly and respectful manner.
8
- 9 12. The start of board meetings shall include the Pledge of Allegiance and Time for
10 Reflection.
11
- 12 13. The public and county board members shall observe the decorum of the proceedings and
13 shall refrain from unnecessary conversations and cell phone usage while the board is in
14 session.
15
- 16 14. Any county-oriented meeting that is held on Wednesday shall be concluded by 5:00 p.m.
17
18

19 **Article 3. Ordinances and Resolutions**

20

- 21 1. The county board shall consider only resolutions and ordinances that meet all of the
22 following:
23
- 24 a. A resolution or ordinance must be endorsed by either one or more sponsoring board
25 members or by the county administrator pursuant to §59.18(5). All endorsed resolutions
26 and ordinances shall be filed with the clerk and be noticed on the agenda of the county
27 board meeting that follows immediately after the date of filing. At such meeting, the
28 county board shall note the proposed resolution or ordinance received as introduced and
29 refer such resolution to the standing committee as the county board may determine by
30 simple majority. All proposed resolutions or ordinances referred to committee shall
31 receive committee recommendation of for or against passage, with or without revision, or
32 moved out of committee for final board action without committee recommendation. The
33 county board may take up for action any introduced resolution or ordinance directly and
34 without committee consideration only upon a vote of two-thirds majority of the
35 supervisors present upon motion of such resolution or ordinance to the floor for purposes
36 of adoption.
37 (Amended November 13, 2018)
38
- 39 b. Resolutions and ordinances must be approved as to form by corporation counsel. The
40 form of the resolution or ordinance shall conform to Wisconsin Statute Section 59.02 and
41 substantially comply with the form contained in Appendix A, attached to these rules.
42 Consideration for approval will only be given to properly endorsed documents and no
43 unlawful resolution or ordinance will be approved. The county administrator and
44 corporation counsel shall review all resolutions and ordinances prior to introduction to
45 the county board and shall initial each resolution or ordinance as recommended, not
46 recommended or reviewed only.

- 1
2 c. Any resolution that proposes an appropriation or expenditure must be reviewed by the
3 General Government Committee before the matter will be considered by the county
4 board. The county administrator is directed to append a fiscal impact statement to any
5 resolution or ordinance that requires funding that has not been authorized for
6 appropriation or expenditure in the current year. The corporation counsel is directed to
7 append a legal impact statement on any and all proposed resolutions or ordinances.
8 Notwithstanding the omission of such recommendation or said impact statements, the
9 county board may adopt any resolution or ordinance as it may determine in its discretion.
10
11 2. The county board chairperson shall prepare the agenda with the assistance of the county
12 clerk and administrator. The county clerk shall circulate to all board members a copy of
13 the agenda and all ordinances and resolutions plus related supporting documentation
14 noticed in the agenda at least ten calendar days before the regular monthly county board
15 meeting.
16
17 3. The county clerk shall timely publish the agenda in a publication of Polk County and on
18 the Polk County website.
19
20 4. The county board shall only consider matters contained on the agenda so circulated and
21 timely published unless a majority of the board votes to suspend these rules of order.
22

23 **Article 4. Debate**

- 24
25 1. Debate will only begin after a motion has been made and seconded to bring it to the floor.
26
27 2. Motions and amendments shall be put in writing at the request of the chairperson or the
28 clerk.
29
30 3. When any member wishes to speak in debate or deliver any matter to the board, he or she
31 shall raise their hand, stand if they wish, respectfully address the chairperson and shall
32 confine remarks to the question.
33
34 4. When two or more members wish to speak at once, the chairperson shall name the person
35 who is to speak first.
36
37 5. A motion that does not pertain to the question on the floor shall not be received.
38
39 6. A motion to close debate is out of order as long as any member who has not yet spoken
40 on the issue is seeking recognition.
41
42 7. No member shall speak more than twice and not longer than five minutes each on the
43 same question except by permission of the chairperson. No member shall be allowed to
44 speak upon the same question more than once until all members have had an opportunity
45 to speak on said question.
46

- 1 8. The chairperson in consultation with the corporation counsel shall decide questions of
 2 order. A majority of the board may appeal the decision.
 3
- 4 9. The chairperson may call the vice chairperson or second vice chairperson to the chair and
 5 may debate any questions before the board.
 6
- 7 10. A motion to adjourn shall be decided without debate.
 8
 9

10 **Article 5. Voting**

- 11
- 12 1. The chairperson shall clearly state or read the resolution or motion prior to voting.
 13
- 14 2. All questions shall be put in proper form. Those in favor say "Aye". Those opposed say
 15 the same sign.
 16
- 17 3. The chairperson or any member may call for a roll call vote on any question. Votes shall
 18 be recorded by the clerk.
 19
- 20 4. All roll call votes of the county board shall proceed on a rotating basis.
 21
- 22 5. The chairperson or any member may call for a ballot vote on any question. A ballot vote
 23 has preference over a voice vote and over a roll call vote. Votes shall be recorded by the
 24 clerk.
 25
- 26 6. Prior to discussion a supervisor may request of the chairperson to be excused from voting
 27 for a valid cause. Supervisors who do not vote without approved abstention shall have
 28 their vote counted in the negative.
 29
- 30 7. The chairperson shall vote on a call.
 31

32 **Article 6. Election of Chairperson and Vice Chairpersons.**

- 33
- 34 1. The county board shall elect a chairperson, first vice chairperson and second vice
 35 chairperson at the organizational meeting after supervisors have taken the oath of office
 36 and voting would conform to state law. The chairperson, first vice chairperson and
 37 second vice chairperson shall serve a two-year term.
 38

39 **Article 7. Duties of the County Board Chairperson**

- 40
- 41 1. The county board chairperson shall preside at county board meetings.
 42
- 43 2. The chairperson shall transact all necessary county board business as required by
 44 §59.12(1).
 45
- 46 3. The chairperson has the authority to appoint ad hoc and advisory committee members.

- 1
2 4. Vacancies on the county board shall be filled by appointment of the chairperson on an
3 interim basis until the next regular scheduled election. Recommendations may be
4 submitted from town, village or city boards located within the supervisory district. Any
5 vacancy on the county board shall be filled no later than 31 days after the occurrence of
6 any such vacancy.
7
8 5. The chairperson shall provide a monthly report to the county board that will include a
9 report on travel taken and meetings attended with a summary of issues addressed, as well
10 as travel and meetings planned in the future.
11
12 6. The chairperson shall develop an orientation meeting for newly elected supervisors prior
13 to the organizational meeting.
14
15 7. The chairperson shall serve as ex-officio member with voting privileges of a committee,
16 board or commission of the county board when a quorum of the regular members is not
17 present at a meeting.
18

19 **Article 8. County Board Standing Committee System**

- 20
21 1. **Establishment, Membership and Composition:** Five (5) standing committees are
22 established as follows:
23
24 a. Executive Committee, composed of five (5) members consisting of the county board
25 chairperson, the first vice chairperson, the second vice chairperson, and two members
26 elected from the county board. The county board chairperson shall serve as chairperson
27 of the committee.
28
29 b. Environmental Services Committee, composed of six (6) members, 5 of which are
30 supervisors and one (1) member who shall be the Farm Service Agency (FSA)
31 chairperson or designee of the FSA chairperson. The committee chairperson and vice
32 chairperson shall be a supervisor. The person seated as the FSA chairperson or designee
33 thereof shall have voting rights only on matters concerning land conservation, agriculture
34 and extension education and be considered as a member present for determining the
35 existence of a quorum of the committee on all matters before the committee.
36
37 c. General Government Committee, composed of five (5) supervisors.
38
39 d. Health and Human Services Board, composed of five (5) supervisors and
40 four (4) citizen members meeting the qualifications of Wisconsin Statutes
41 §§ 46.23(4) and 251.03(1).
42
43 e. Public Safety and Highway, composed of five (5) supervisors.
44
45
46

- 1 2. **Appointment:**
2
- 3 a. The appointment and election of supervisors to said county board standing committees
4 shall occur at the organizational meeting. As reasonably as possible, supervisors shall
5 serve on two county board standing committees. The chairperson shall appoint
6 supervisors to standing committees as selected for appointment by self- nomination and
7 election. The appointments made on the self- nomination and election are subject to
8 confirmation by the county board.
9
- 10 b. Subject to the confirmation of the county board, the county administrator shall appoint
11 citizen members to the county board standing committees.
12
- 13 3. **Executive Committee – Duties and Responsibilities:** The Executive Committee shall
14 have duties, responsibilities and assigned functions, as follows:
15
- 16 a. The fundamental purpose of the Executive Committee shall be advisory to special needs
17 situations. When conflict exists between committees, the Executive Committee shall
18 mediate and recommend solutions prior to the matter being referred to the full county
19 board.
20
- 21 b. The Executive Committee shall serve as the county’s ethics board.
22
- 23 c. The Executive Committee shall consider revisions to the rules of order and provide
24 recommendations to the county board.
25
- 26 d. The Executive Committee shall have other duties and responsibilities as determined
27 through resolution adopted, and amended as appropriate by simple majority of the
28 county board.
29
- 30 e. The Executive Committee shall conduct the annual performance review of the county
31 administrator. In addition, the committee shall review with the administrator his or her
32 goals and objectives for the coming year. Recommendations shall then be forwarded to
33 the county board for consideration.
34
- 35 4. **Duties and Responsibilities Common to Other Standing Committees.** With
36 exception of the Executive Committee, the county board standing committees are
37 responsible for developing policy recommendations to the county board on the functions,
38 programs and services assigned to the respective committee. A standing committee has
39 the responsibility to develop broad outlines and principles of governance concerning the
40 administration and management of respectively assigned functions, programs and
41 services. A standing committee develops such governance by providing advisory
42 recommendations to the county administrator and department heads who are responsible
43 for the administration and management of such assigned functions, programs and
44 services. Each standing committee has the common duties and responsibilities, as
45 follows:
46

- 1 a. **Legislation.** Review and make a recommendation to the county board on all proposed
2 resolutions and ordinances assigned to that committee. This review may incorporate a
3 public hearing or any other action to obtain public input at the discretion of the chair and,
4 as appropriate, the recommendations of the county administrator. Following such review,
5 a committee must vote whether to recommend an ordinance or resolution be adopted or
6 not adopted by the county board and whether that resolution be amended; alternatively a
7 committee may vote to make no recommendation to the county board. A committee may
8 also re-refer a resolution or ordinance to another standing committee. The committee
9 chair is responsible to provide the county board a written report of the recommendation at
10 the time the proposed resolution and ordinance is received by the county board for final
11 action.
12
- 13 b. **Budget Development and Execution.** Consistent with financial policies, review and
14 make recommendations on the budget proposed by the county administrator for each
15 assigned function, program or service. This review may incorporate a public hearing or
16 any other action to obtain public input at the discretion of the committee chair or as
17 directed by law or the county board. With respect to the development of the budget, the
18 committee must issue a recommendation to county board to adopt, amend or strike, the
19 proposed budget appropriation and expenditure for respective assigned functions,
20 programs and services. The committee chair must provide the county board a written
21 report on the committee recommendation prior to meeting held to conduct a public
22 hearing on the budget.
23
- 24 c. **Program Evaluations.** Periodically evaluate or oversee the evaluation of programs
25 assigned to the committee. The program evaluation will consider compliance of the
26 assigned program with policy as set by the county board, relevance of the program,
27 relative importance of the program, and its efficiency and effectiveness in achieving
28 results. The report on program evaluation must be submitted to the county board and
29 upon receipt made public.
30
- 31 d. **Committee Contact of Assigned Outside Agencies and Organizations.** The standing
32 committee makes recommendations to the county board concerning the partnership or
33 business relationship of the County with outside agencies and organizations as assigned
34 to the respective committee by this ordinance or subsequent resolution. The standing
35 committee provides advisory recommendations to county administrator, department
36 heads or other county staff on the administration of the contractual relationship with the
37 respective assigned outside agency or organization.
38
- 39 e. **Policy Priorities.** Annually review policy priorities as determined by the county board
40 and make recommendations to the county board on any amendment to these policy
41 priorities including inclusion of a new priority, deletion of an existing priority, or
42 amendment to any existing priority.
43
- 44 f. **Policy implementation.** Annually review the key strategies and key performance
45 indicators as developed by the relevant department to implement these policy priorities,
46 assess progress toward that implementation and make recommendations to the county

- 1 administrator as to their adjustment and related management direction including a review
2 of annual reports on assigned programs.
3
- 4 g. **Intergovernmental Relations.** Review pending state and federal legislation that may
5 affect programs over which the committee has oversight responsibility and assist the
6 county board in developing a coordinated response to this legislation including any
7 communication with federal, state and local representatives and municipal officials,
8 assigning a member as a liaison to regional and state governmental organizations as
9 recommended by the committee and authorized by the county board.
10
- 11 h. **Committee organization and meetings.** Unless previously noticed, committee meetings
12 are to be held monthly at a set time at the Government Center. Although committees
13 may meet jointly, two committees may not independently meet at the same time without
14 the consent of the county board chair.
15
- 16 i. **Organization.** At the first meeting of each committee following the organizational
17 meeting held in April of even numbered years, a committee must elect officers consisting
18 of committee chair and vice chair and establish a schedule for regular monthly meetings
19 to be held at the same day of the month and time, including alternative or second meeting
20 dates in each month.
21
- 22 j. **Cancellation.** The committee chair may cancel or reschedule a committee meeting for
23 reasons of weather, lack of a quorum, schedule conflict, lack of committee business, or
24 other operational reasons. Every effort should be made to provide at least four days'
25 notice of any cancellation or rescheduling.
26
- 27 k. **Work plan.** To implement these priorities, a committee must develop a work plan that
28 organizes committee work on a set calendar and, by December of each year, assess the
29 current work plan and adopt a work plan for the following year. A work plan will
30 identify objectives for the year, including, but not limited to, program evaluations, special
31 presentations and special meetings. The committee shall file with the clerk a report on
32 the assessment of the current year's plan. Said report must include an evaluation of
33 progress against the previous year's work plan.
34
- 35 l. **Agenda.** The committee chair must oversee the preparation of the agenda for all
36 committee meetings. The county clerk must circulate a copy of the agenda and all
37 relevant ordinances and resolutions plus related supporting documentation noticed in the
38 agenda to committee members at least four calendar days before the meeting. As
39 possible, committee agendas should include approximate time for agenda items for the
40 convenience of the public and other observers and participants.
41
- 42 m. **Convening a meeting.** The chair shall call the meeting to order at the scheduled time,
43 determining whether a quorum is present. If a quorum is not present, the committee may
44 not convene and business may not be conducted. The chair shall preserve order and
45 decorum. The county board chair may sit as an ex-officio member in the event of a lack
46 of quorum.

- 1
2 n. **Public comment.** Public comment at committee meetings is allowed after the speaker
3 has been formally recognized by the chair. Each person must identify themselves by
4 name and municipality of residence before addressing the committee. Each person has
5 three minutes to make their presentation. Only county employees or supervisors may
6 distribute literature or handouts. Materials presented by persons speaking during public
7 comment will be received by the clerk. The chair has the responsibility to conduct the
8 public comment period in an orderly and respectful manner.
9
- 10 o. **Supervisor Information.** During a committee meeting, a supervisor who is not a
11 member of the committee is allowed to present information that is related to a resolution
12 or ordinance sponsored by such supervisor or on points of interest relevant to those
13 functions, programs or services assigned to the committee. The committee chair shall
14 maintain the decorum of the meeting so as to prevent the supervisor from engaging in
15 debate on matters received from a supervisor or on matters otherwise noticed on the
16 agenda. The clerk will prepare the agenda to afford notice of the receipt of such
17 supervisor information in compliance with the open meeting law.
18
- 19 p. **Subcommittees.** A committee may create subcommittees to be composed of members of
20 the Polk County Board of Supervisors or citizens as the committee deems expedient in
21 carrying out its responsibility.
22
- 23 **5. Environmental Services Committee.**
- 24 a. **Assigned Functions.** The functions, programs and services of the Environmental
25 Services Committee are those programs and services administered and managed through
26 the Land and Water Resources Department; Register of Deeds, Parks, Recreation, Trails
27 and Forestry Department; Land Information Department; UW Extension Office; and
28 Lime Quarry.
29
- 30 b. **Contact Committee.** The Environmental Services Committee serves as the contact
31 committee for the following outside agencies and organizations:
32 1. Farm Service Agency
33 2. Gandy Dancer Trail Commission
34 3. Northern Regional Trail Advisory Committee
35 4. Polk County Economic Development Corporation
36 5. Polk County Museum
37 6. Polk County Tourism Council
38 7. Revolving Loan Fund/EDC Loan Committee
39 8. West CAP
40 9. West Central Wisconsin Regional Planning Committee
41 10. Wisconsin Department of Natural Resources
42 11. Wisconsin Department of Agriculture, Trade and Consumer Protection
43 12. University of Wisconsin Extension
44
- 45 c. **Specific Duties and Responsibilities.** The Environmental Services Committee carries
46 out the following duties and responsibilities:

- 1 1. Serve as the land conservation committee pursuant to Wisconsin Statute Section
- 2 92.07.
- 3 2. Nominate persons for appointment to serve as commissioners on public inland
- 4 lake protection and rehabilitation district boards. Supervisors will be nominated
- 5 and appointed to those districts that are in their supervisor district. Supervisors
- 6 will have the option of designating a representative in their stead that resides or
- 7 owns property within the lake district. Such designation would be brought before
- 8 the committee for nomination. Supervisors or citizens so appointed will receive
- 9 no County compensation or reimbursement.
- 10 3. Serve as the planning and zoning commission pursuant to Wisconsin Statute
- 11 Section 59.69
- 12 4. Authorize the sale of tax delinquent property and set appraisals of the same
- 13 pursuant to Wisconsin Statute Section 75.69.
- 14 5. Oversee the University Extension Program as established under Wisconsin
- 15 Statutes Section 59.56(3).
- 16 6. Review and authorize claims for damage to domestic animals by dogs pursuant to
- 17 Wisconsin Statutes Section 174.11.
- 18 7. Provide recommendations concerning the development of the following County
- 19 ordinances: Board of Adjustment Procedures, Comprehensive Land Use (Zoning),
- 20 Floodplain, Lower St. Croix Riverway, Sanitary, Shoreland Protection Zoning,
- 21 Subdivision, Telecommunication Towers and Related Facilities and Small Wind
- 22 Energy Systems. Provide recommendations for those ordinances administered
- 23 through the Land Information Department.
- 24 8. Hear and rule on special exceptions, conditional uses and variances under
- 25 ordinances assigned to the committee.
- 26 9. Provide a recommendation to the county board on the County usage of lands
- 27 proposed for acquisition.
- 28 10. Set price of lime pursuant to Wisconsin Statute Section 59.70(24).
- 29
- 30 **6. General Government Committee.**
- 31 a. **Assigned Functions.** The assigned functions, programs and services of the General
- 32 Government Committee are those functions, programs and services administered and
- 33 managed through Administration; Employee Relations; Corporation Counsel; County
- 34 Clerk; County Treasurer; and Information Technology Department. The General
- 35 Government Committee provides policy recommendations to the county board and
- 36 advisory recommendations to the county administrator and buildings director on the
- 37 management of County lands and facilities and the Recycling Center.
- 38
- 39 b. **Committee Contact.** The General Government Committee serves as the contact
- 40 committee for the following outside agencies and organizations:
- 41 1. Polk County Fair Society
- 42 2. Arnell Memorial Humane Society
- 43 3. Polk County Library Planning Committee
- 44 4. Indianhead Federated Library System
- 45 5. Salvation Army
- 46 6. Endeavors Adult Development Center

- 1
2 c. **Specific Duties and Responsibilities.** The General Government Committee carries out
3 the following duties and responsibilities:
4 1. Serve as the county finance committee with authority to transfer funds between
5 budgeted items of an individual county office or department, if such budgeted
6 items have been separately appropriated, and to supplement the appropriations for
7 a particular office, department, or activity by transfers from the contingent fund,
8 pursuant to Wisconsin Statute Section 65.90.
9 2. Perform all functions described within budget and financial management policies
10 and state law including making recommendations on the size and financing of the
11 overall County budget.
12 3. Recommend the overall staffing plans developed for authorization in the County
13 Budget.
14 4. Review all claims brought before or filed against the County.
15 5. Negotiate all labor contracts for Polk County and recommend to the county board
16 the approval of these agreements.
17 6. Recommend to the full county board the setting of compensation for elected
18 county officials and appointed employees as provided by Wisconsin Statute
19 Section 59.22.
20 7. Review and make recommendations on any lease agreements between Polk
21 County and other agencies.
22 8. Review and make recommendations concerning County public depositories and
23 investments.
24 9. Recommend the acquisition of real estate for County use.
25 10. Hear grievance disputes and appeals of personnel decisions in accordance with
26 applicable provisions of county personnel policies.
27 11. Serve as the grievance committee pursuant to Wisconsin Statute Section 59.26.
28

29 **7. Health and Human Services Board.**

30 a. **Assigned Functions.** The assigned functions, programs and services of the Health and
31 Human Services Board are those functions, programs and services administered and
32 managed through the Community Services Division(Health Department, Behavioral
33 Health Department; Department of Children and Families, and Medical Examiner);
34 Golden Age Manor Nursing Home; Child Support Agency; and Veterans Services.
35

36 b. **Committee Contact.** The Health and Human Services Board serves as the contact
37 committee for the following outside agencies and organizations:

- 38 1. Kinship of Polk County
39 2. ABC for Rural Health
40 3. Community Referral Agency
41 4. Polk County Housing Authority
42

43 c. **Specific Duties and Responsibilities.** The Health and Human Services Board carries out
44 the following duties and responsibilities:

- 45 1. Serves as the local board of health pursuant to Wisconsin Statute Section 251.03.
46 2. Perform all duties as required by Wisconsin Statute Section 46.23(5m).

3. Assist the Public Health Department in assessment of community health needs.
4. Attend as possible public health legislative events, regional Board of Health trainings and agency professional advisory committee meetings.
5. Understand, respect, and adhere to federal regulations, Wisconsin Statutes and rules of confidentiality to which the Health and Human Services Board must adhere.
6. Oversee policy as implemented through funding for outside agencies including the Polk County Housing Authority.

8. Public Safety and Highway Committee.

- a. **Assigned Functions.** The assigned functions, programs and services of the Public Safety and Highway are those functions, programs and services administered and managed the Polk County Sheriff's Department; Emergency Management; District Attorney and Victim/Witness Office; and Clerk of Circuit Court.
- b. **Committee Contact.** The Public Safety and Highway Committee serves as the contact committee for the following outside agencies and organizations:
 1. Polk County Circuit Court/Judiciary
 2. Polk County Criminal Justice Collaborating Council.
 3. Polk County Local Emergency Planning Committee
 4. Polk County Highway Safety Committee
- c. **Specific Duties and Responsibilities.** The Public Safety and Highway Committee carries out the following duties and responsibilities:
 1. Provide a forum for the Polk County Circuit Court judges to discuss issues involving the court system and public safety.
 2. Conduct an annual tour of the Polk County jail and make recommendations to the county board for any policy changes relating to that program.
 3. Assign a member of the committee to serve as a liaison to the Polk County Criminal Justice Collaborating Council, Inc.
 4. Serve as the highway committee pursuant to Wisconsin Statute Section 83.015, as a policy-making body determining the broad outlines and principles governing administration of the Highway Department.
 5. Hears permit appeals of the Highway Department decisions pursuant to Wisconsin Statutes § 86.07.
 6. Establish policy for the Highway Department infrastructure asset management goals, supporting fixed assets, and business plan.
9. **Modification of County Board Standing Committee Provisions.** Notwithstanding provisions herein to the contrary, the county board may amend, modify, reassign or transfer the specific provisions under this article, County Board Standing Committee System, by simple majority vote of supervisors present.

Article 9. Compensation and Reimbursement

- 1 1. The county board shall consider revisions to the compensation and reimbursement of
2 members of the county board of supervisors at its annual meeting of odd numbered years
3 and there fix the compensation of board members to be next elected by two-thirds vote,
4 consistent with Wisconsin Statute §59.10(3)(f).
5
- 6 2. The county board chairperson, first vice chairperson and second vice chairperson shall
7 receive compensation as set by said county board resolution.
8
- 9 3. County board members shall receive per diem plus travel mileage, meals and lodging
10 expenses as established by policy through resolution adopted and amended as appropriate
11 by simple majority of the county board.
12
- 13 4. Notwithstanding 2., above, supervisors and citizens appointed to serve on the board of
14 commissioners of public inland lake protection and rehabilitation districts shall not
15 receive County paid compensation or reimbursements.
16
- 17 5. All county board reimbursement requests shall be handled consistent with current Polk
18 County reimbursement policy and presented to the county clerk for review and approval
19 by the county board chair. The county board chairperson's reimbursement requests shall
20 be approved by any county board supervisor.
21
- 22 6. If a noticed meeting is cancelled because of lack of quorum, per diems and mileage will
23 be paid to those members attending.
24

25 **Article 10. General**

- 26
- 27 1. County board members shall conduct themselves in a respectful manner at all functions
28 of Polk County interest.
29
- 30 2. County supervisors are subject to the Polk County Code of Ethics, adopted pursuant to
31 Wisconsin Statute §19.59.
32
- 33 3. In the event that any provision of these rules of order is in conflict with federal, state or
34 local law, such provision shall be null and void without affecting the validity of the
35 remaining provisions of these rules of order.
36
- 37 4. All past rules in conflict with these rules of order are hereby rescinded.
38
- 39 5. In all questions relating to parliamentary procedure on the county board, the latest edition
40 of *Robert's Rules of Order* shall be the final authority.
41
- 42 6. These rules of order shall be determined by a majority vote at the organizational meeting
43 of a newly elected county board. With exception to the provisions of Article 8, County
44 Board Standing Committee System, amendments of these rules of order shall require a
45 two-thirds vote of the county board of supervisors present at a properly noticed meeting,

1 Amendments to the provisions of Article 8, County Board Standing Committee System,
2 shall require simple majority vote of supervisors present

- 3
4 7. These rules of order shall be printed and each current and newly elected supervisor shall
5 receive a copy. It will be the duty of the county board chairperson to maintain and update
6 the rules of order as called for by the county board.

7
8 Appendix A found on Page 15.

9
10
11 (History: Enacted - Ordinance No. 17-16, April 19, 2016; Amended – Ordinance No. 58-17,
12 November 14, 2017; Amended, Ordinance No. ____-18, May 15, 2018; Amended Ord. No. 83-18,
13 Nov. 13, 2018).

Appendix A
Polk County Board of Supervisors Rules of Order Ordinance

RESOLUTION TEMPLATE
(Adopted: May 15, 2018)

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“Resolution No. ____-18
Resolution <Insert Title, as appropriate>

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

Ladies and Gentlemen:

WHEREAS, (Optional) <Insert language that supports or gives background to the resolution>; and

WHEREAS.....

NOW, THEREFORE, BE IT RESOLVED, the Polk County Board of Supervisors <Insert operative
language>.

BE IT FURTHER RESOLVED <Insert additional operative language>.

BE IT FURTHER RESOLVED that this resolution is effective upon passage. <Insert other specified date,
as appropriate>.

Offered on the ____ day of ____, _____. <Insert date and month of the County Board

BY: <Insert as appropriate, Names and Districts of Sponsoring Supervisor; County Administrator; or
Committee and Committee Chair>

Fiscal Impact Note: <Insert brief explanation of the fiscal impacts, if any, that the resolution may
present.(Completed by Administrator)>

Legal Impact Note: <Insert brief explanation of the legal impacts, if any, that the resolution may present.
If the resolution does not present legal impacts, so state. (Completed by Corporation Counsel).

Reviewed By County Administrator:

Approved as to Form and Execution:

Name/County Administrator

Name/Corporation Counsel

Resolution Template
Excerpt of Minutes

At its regular business meeting on the ____ day of _____, __, the Polk County Board of Supervisors acted upon Resolution No. ____ - __: <Insert Title of Resolution>, as follows:

- Adopted by majority voice vote
- Adopted by simple majority of the board of supervisors by a vote of _____ in favor and _____ against.
- Adopted by unanimous voice vote.
- Defeated: _____
- Other: _____

_____.

SIGNED BY:

ATTEST:

, County Board Chairperson

, County Clerk

Appendix A
Polk County Board of Supervisors Rules of Order Ordinance
Ordinance Template

“Ordinance No. ____ - ____
<Insert Title, as appropriate>

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

Ladies and Gentlemen:

NOW, THEREFORE, BE IT ORDAINED, the Polk County Board of Supervisors enacts/amends/or other suitable language, as follows:

BE IF FURTHER ORDAINED that the above ordinance shall be effective upon passage and publication.

Offered this _____ day of _____, _____.

BY: <Insert as appropriate, Names and Districts of Sponsoring Supervisor; County Administrator; or Committee and Committee Chair>

Fiscal Impact Note: <Insert brief explanation of the fiscal impacts, if any, that the resolution may present.(Completed by Administrator)>

Legal Impact Note: <Insert brief explanation of the legal impacts, if any, that the resolution may present. If the resolution does not present legal impacts, so state. (Completed by Corporation Counsel).

Reviewed By County Administrator:

Approved as to Form and Execution:

Name/County Administrator

Name/Corporation Counsel

Ordinance Template
Excerpt of Minutes

At its regular business meeting on the ___ day of ____, __, the Polk County Board of Supervisors acted on Ordinance No. ___-___: <Insert Title of Ordinance >, as follows:

- Enacted by majority voice vote
- Enacted by simple majority of the board of supervisors by a vote of _____ in favor and _____ against.
- Adopted by unanimous voice vote.
- Defeated: _____
- Other: _____

SIGNED BY: _____
, County Board Chairperson

ATTEST: _____
, County Clerk

Certification of Publication

Ord. No. ___ - ___, as enacted the ___ day of ____, ___ was published in the <Insert Name of Legal Newspaper> on the ___ day of ____, ___.

, County Clerk



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:

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

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

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

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

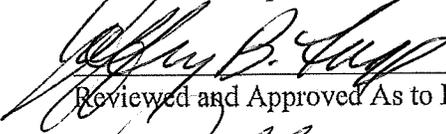
15 WHEREAS, the Town Board of the Town of St. Croix Falls deems it advisable and
16 necessary to
17 amend Zoning Ordinance No. 1, Chapter I, Administration and Enforcement, Section E,1. to be
18 consistent with the towns building code ordinance; and

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

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

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

Submitted and Sponsored by:


Reviewed and Approved As to Form:


Jeffrey B. Fuge, Interim County Administrator

Approved as to Form and Execution:

Malia T. Malone
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

33

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

www.townofstcroixfalls.org
POLK COUNTY, WISCONSIN

January 18, 2019

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

RE: Amendment to Town Zoning Ordinance

Dear Land Information Director,

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

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

Sincerely,


Janet Krueger
Town Clerk

Enclosure

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

34
TOWN
Of
ST. CROIX FALLS
Polk County, Wisconsin

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

Section 1: Purpose

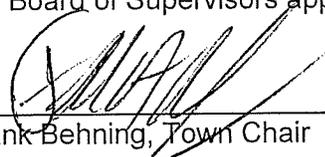
The purpose of this ordinance is to amend Chapter I - Administration and Enforcement, Section E – Zoning and Sanitary Permits, 1. – When a Permit is Required, a. – The Erection, Addition or Alteration of any Building, Structure or Portion Therefore be amended to read as follows:

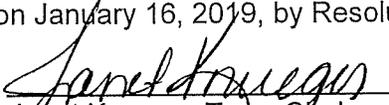
Construction of any new structure or any addition to an existing structure shall require a Land Use Permit from the Town, except ~~construction or alterations not needing a building permit per the Town building inspector~~ *accessory structures under 144 square feet* do not need to obtain a land use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

Section 2: Effective Date

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

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


Frank Behning, Town Chair

Attested: 
Janet Krueger, Town Clerk

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

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

35
TOWN
Of
ST. CROIX FALLS

Polk County, Wisconsin

Resolution 19-02

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

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

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

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

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

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

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

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

Dated this 16th day of January 2019


Attest: Janet Krueger, Town Clerk


Frank Behning, Chairperson

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:

Parcel: 165-00612-0000:

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.

Parcel: 165-00613-0000

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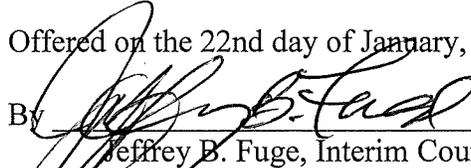
Outlot 177 of the Outlot Plat of the Village of Osceola being located in
Southwest Quarter of the Southwest Quarter of Section 27, Township 33
North, Range 19 West.

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.

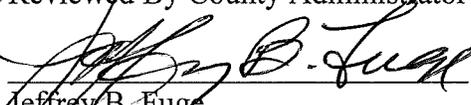
BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the
County Administrator to execute and carry out all performance obligations required of the
County as provided in the proposed real estate agreement, attached hereto.

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

61 At its regular business meeting on the ____ day of January 2019, the Polk County Board
62 of Supervisors acted upon Resolution No.4-19: Resolution to Authorize Direct Sale of Tax
63 Delinquent Lands Located on Ridge Road, Village of Osceola – Kwik Trip Offer to Purchase, as
64 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:

ATTEST:

Dean Johansen, County Board Chairperson

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

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

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

~~3.3 Property.~~

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

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

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

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

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

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

43. 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.

54. COVENANTS OF SELLER.

54.1 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.~~

54.2 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.

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(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;

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(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 54.2 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).

64.4 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.

64.5 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).

64.6 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.

65. MUTUAL COVENANTS AND WARRANTIES.

65.1 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.~~

65.2 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.

65.3 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.~~

~~6-55.4 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.

~~65.65~~ 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.

76. TERMINATION OF AGREEMENT.

76.1 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.

76.2 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.

76.3 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.

87. 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.

8.47.1 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; ~~and (v) determination within Buyer's sole discretion, that the Property is economically viable for Buyer's intended development and use of the Property.~~

8.57.2 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.

8.67.3 Survey. On or before the Contingency Date, Buyer shall have reviewed and approved of the survey as described in Section ~~54.3~~ 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.~~

~~8.77.4 Title Insurance.~~ On or before the Closing Date, Buyer shall have received and approved the title insurance commitment referred to in Section ~~54.2~~ 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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~~98. 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.

~~409. 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.

~~4410. MISCELLANEOUS.~~ This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and shall be binding upon the parties and their respective heirs, successors and assigns. There are no agreements or understandings between the parties other than those set forth herein or in a written instrument executed simultaneously herewith. This Agreement may be amended and any of the provisions hereof may be waived, only by a written instrument executed on behalf of all of the parties or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter. Time is deemed to be of the essence with respect to all of the provisions hereof.

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Executed as of _____ 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

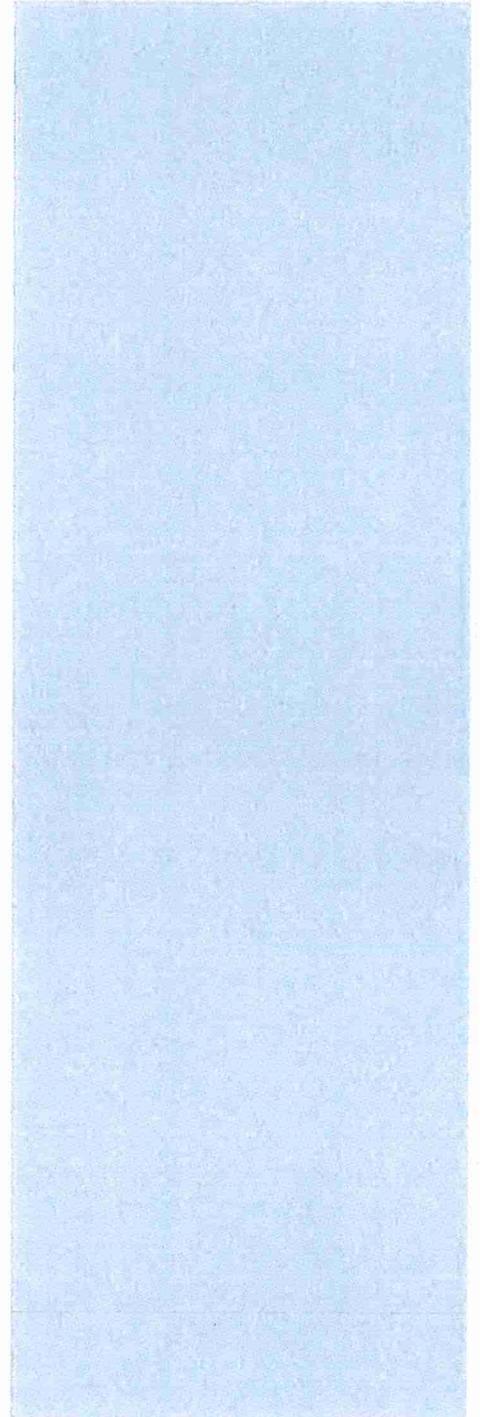
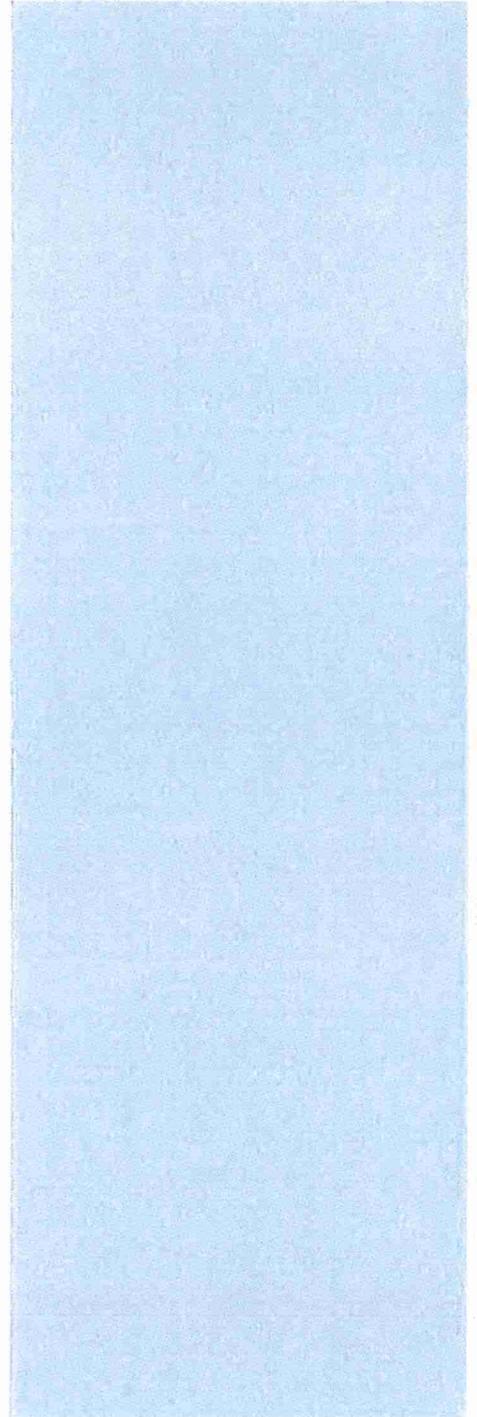


EXHIBIT A
PROPERTY

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.

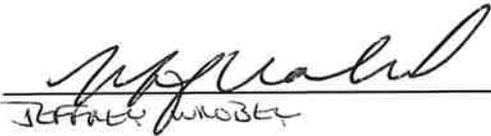
9. BROKERAGE. Seller and Buyer respectively warrant to each other that no person provided services as a broker or finder with respect to the transaction contemplated hereby.

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 FUGATE
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]

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):	
Districts:		Physical Property Address(es):	
Dist#	Description	Information Not Available	
1700	WITC DISTRICT		
4165	OSCEOLA SCHOOL DIST		
0107	OSCEOLA FIRE DISTRICT		
Legal Description:		Parcel History:	
OUTLOT 176 OF THE OUTLOT PLAT LOC IN THE VILLAGE OF OSCEOLA (SOMETIMES INCORRECTLY REFERRED TO AS THE ASSESSORS PLAT) ...		Date	Doc #
Acres: 38.450		09/04/2015	833279
		09/25/2012	800938
		07/26/2004	683956
		07/26/2004	683955
			956/911
			956/910
			CSM
			FINDF
			PRD
			DOMLET
			more...

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

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

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

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

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

Key

* -
Primary

Osceola WI

Write a description for your map.

ge Rd

Legend



Google Earth

© 2018 Google

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@osceolautobody.com; Julie Long <JLong@kwiktrip.com>; Katie Klug <KKlug@kwiktrip.com>; Tom Reinhart <TReinhart@kwiktrip.com>
Subject: Kwik Trip Offer to Purchase 78 acres and agreement to sell 25 acres to Osceola Auto Body

Dear Jeff and Polk County Board of Supervisors,

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

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

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

Scott

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

KWIK TRIP INC. MISSION STATEMENT

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

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

Dan,

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

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

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

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

Scott

Scott Teigen-Vice President
Kwik Trip, Inc.
700 Wolske Bay Road, Suite 280
Menomonie, WI 54751
(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 is 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

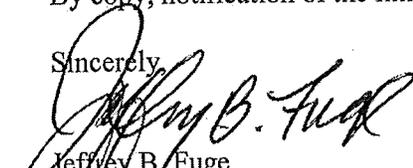
I issue this memo as a directive providing for a limited closure of certain uses on the Stower Seven Lakes State Trail (Trail). The limited closure prohibits motorized use, including, but not limited to snowmobile and ATV/UTV usage, and the non-motorized activities of trapping, hunting and equestrian 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, 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.

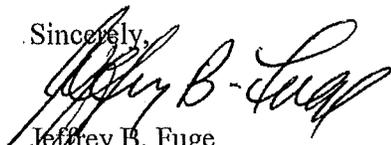
Having noted the above and that the County Board has already made the policy decision to manage, maintain and operate the Trail for snowmobile travel as an identified use, it is not only necessary, but also appropriate, that such decision, to open and operate the Trail for snowmobile travel, be

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 not 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
 DEPARTMENT OF NATURAL RESOURCES
 101 S. Webster Street
 Box 7921
 Madison WI 53707-7921

Scott Walker, Governor
 Daniel L. Meyer, Secretary
 Telephone 608-266-2621
 Toll Free 1-888-936-7463
 TTY Access via relay - 711



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, Bureau Director, Wisconsin State Park System

cc:

James Yach

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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.