



**MINUTES**  
**General Government Committee**  
County Board Room  
Balsam Lake, WI 54810  
10:00 a.m. Monday, March 19, 2018

Meeting called to order by Vice Chair Arcand @10:00 a.m.  
Members present

Attendee Name	Title	Status
Brian Masters	Chair	Absent
Russ Arcand	Vice Chair	Present
Dean Johansen	Supervisor	Present
Larry Jepsen	Supervisor	Absent
Chris Nelson	Supervisor	Present

Also present: Sharon Jorgenson, County Clerk; Jeff Fuge, Interim County Administrator/Corporation Counsel; Andrea Jerrick, Deputy County Administrator/Employee Relations; Supervisor Route, Supervisor LaBlanc, Supervisor Bonneprise, Randy LaFaive, Construction Manager Representative from Market & Johnson; members of the public, and member of the press.

**Approval of Agenda-** Vice Chair Arcand called for a motion to approve agenda. **Motion** (Johansen/Nelson) to approve agenda. Motion carried by unanimous voice vote.

**Approval of Minutes-** Vice Chair Arcand called for a motion to approve the minutes of the February 8, 2018 meeting as published. **Motion** (Johansen/Nelson) to approve the minutes. **Motion** carried by unanimous voice vote.

**Public Comment** – Public comment was received by committee.

**Announcements**

Committee received information from Interim Administrator Fuge regarding County Administrator updates and need for added legal services for County.

**Discussion Items**

**Serenity Home Lease** – County is currently in a long term lease situation with Serenity Home.

**Committee Meeting Times-** Vice Chair Arcand announced that committee meeting times will be decided after the April election.

**Administrator succession plan** – Chair Arcand called upon Andrea for update. Committee received information regarding recommendation to have recruiter/search firm perform search for both County Administrator with Community Services Director position. Request for Proposal is prepared and may be released on Wednesday 3/21.

Committee received update on Governor's Budget and potential impact on government programs from Interim Administrator Fuge.

**2018 Workplan** – Committee will review 2018 workplan at next meeting.

**Revision of Fairgrounds Management Agreement** – Vice Chair Arcand called upon Interim Administrator Fuge to give committee information regarding Fairgrounds Agreement which dates back to 2003 and needs update.

### **Action Items**

Recommendation on proposed Resolution 29-18: Resolution to Amend 2018 Budget for the Rental of Bleachers for Fairgrounds. Committee received information from Interim Administrator Fuge regarding resolution. Supervisor Nelson opposes renting bleachers as issue was to be resolved last year through Ad Hoc Fairgrounds Committee and others. **Motion (Johansen/Arcand)** to approve Resolution 29-18 and recommend to County Board. **Motion** to approve Resolution 29-18 and recommend for passage to the County Board carried by majority voice vote with one voting nay (Supervisor Nelson opposed).

Award Contract for Demolition of Fairgrounds Grandstand: Vice Chair Arcand called upon Randy LaFaive, Construction Manager Representative from Market & Johnson to provide information regarding Bid Package Summary for Polk County Fairgrounds Grandstand Demolition. Committee received Bid Package Summary sheet from Randy LaFaive. LaFaive stated that a DNR permit and testing for lead/asbestos/other hazards will be needed before demolition can begin. Supervisor Nelson asked that minutes reflect that the scope of work for demolition bids was done without input from Fair Society. LaFaive suggested having contractor meet with County and Fair Board to discuss practicable demolition plan and make determination/decisions as to practicable salvage procedure. **Motion** (Nelson/Johansen) to approve and award bid to lowest bidder Haas Sons Inc. and recommend to County Board. **Motion** to award bid carried by majority voice vote with one opposed (Supervisor Arcand voting no). **Motion** Nelson/Johansen that balance of money appropriated for demolition (\$17,020.00) be held for contingency or other phases of project until completion of fairgrounds demolition. **Motion** carried by unanimous voice vote.

Recommendation on Proposed Resolution 23-18: Resolution to Set Compensation for Elected Officials for Term 2018-2021 – Sheriff and Clerk of Court. Vice Chair Arcand called upon Deputy County Administrator Jerrick to present information regarding salary adjustments. Committee received information showing comparable compensation amounts for Clerk of Circuit Court and Sheriff elected offices. **Motion** (Arcand/Johansen) to approve salary adjustment per Deputy Administrator Jerrick's recommendation for Clerk of Circuit Court for 2019 through 2022 and recommend to County Board. **Motion** to approve salary adjustment and four year salary schedule for Clerk of Circuit Court and recommend passage to the County Board carried by majority voice vote with one opposed (Supervisor Nelson voting no).

**Motion** (Arcand/Johansen) to approve salary adjustment for Sheriff per Deputy Administrator Jerrick's recommendation and recommend to County Board. **Motion** to approve salary adjustment and four year

salary schedule for Sheriff and recommend passage to the County Board carried by unanimous voice vote.

Recommendation on Proposed Ordinance 10-18: Ordinance Establishing Cut-Off Times for Filing and Recording Documents in the Register of Deeds Office was discussed. **Motion** (Nelson/Johansen) to approve and recommend to County Board. **Motion** to approve and recommend passage to the County Board carried by unanimous voice vote

Recommendation on Proposed Ordinance 11-18: Amending Self-Organized Ordinance to Repeal Meeting Limitation on Per Diem Compensation was discussed. **Motion** (Johansen/Nelson) to approve and forward to County Board without recommendation. **Motion** to approve and forward to County Board without recommendation to the County Board carried by unanimous voice vote

### **Future Agenda Items**

Next meeting April 12, 2018 @ 10:00 a.m.

Operational review of assigned functions.

Serenity Home Lease

County Administrator updates

Governor's budget and potential impact on government programs

### **Adjourn**

**Motion (Johansen/Nelson)** to adjourn. **Motion** carried by unanimous voice vote.

Meeting adjourned 12:00 p.m.

Respectfully submitted,

Sharon Jorgenson  
County Clerk





# POLK COUNTY, WISCONSIN

[WWW.CO.POLK.WI.US](http://WWW.CO.POLK.WI.US)

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

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## AGENDA AND NOTICE OF MEETING

### GENERAL GOVERNMENT COMMITTEE

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

County Board Room

Monday, March 19, 2018, at 10:00 a.m.

A quorum of the County Board may be present

Materials: February 8<sup>th</sup>, 2018, Minutes

- |       |  |  |
|-------|--|--|
| 10:00 | <ol style="list-style-type: none"> <li>1. <b>Call to order</b> <ol style="list-style-type: none"> <li>a. Approval of agenda</li> <li>b. Approval of minutes for February 8<sup>th</sup>, 2018</li> </ol> </li> </ol>   | Russ Arcand  |
| 10:05 | <ol style="list-style-type: none"> <li>2. <b>Public comment (3 minutes)</b></li> </ol>   |  |
| 10:10 | <ol style="list-style-type: none"> <li>3. <b>Announcements and committee information</b></li> <li>4. <b>Discussion items</b> <ol style="list-style-type: none"> <li>a. Serenity Home Lease</li> <li>b. Committee meeting times</li> <li>c. County administrator succession planning</li> <li>d. Governor’s Budget and Impact on Government Programs</li> <li>e. 2018 Workplan</li> <li>f. Revision of Fairgrounds Management Agreement</li> </ol> </li> </ol>  | <p>Jeff Fuge</p> <p>Russ Arcand</p> <p>Andrea Jerrick</p> <p>Jeff Fuge</p> |
| 11:00 | <ol style="list-style-type: none"> <li>5. <b>Action Items</b> <ol style="list-style-type: none"> <li>a. Ordinance No. 10-18: Ordinance Establishing Cut-Off Times for Filing and Recording Documents in the Register of Deeds Office.</li> <li>b. Ordinance No. 11-18: Amending Self-Organized Ordinance to Repeal Meeting Limitation on Per Diem Compensation.</li> <li>c. Resolution No. 23-18: Resolution to Set Compensation for Elected Officials for Term 2018-2021 – Sheriff and Clerk of Court</li> <li>d. Resolution No. 29-18: Resolution to Amend 2018 County Budget to Provide Appropriation for Purchase of Temporary Bleachers at the Fairgrounds</li> <li>e. Award Contract for Demolition of Fairgrounds Grandstand</li> </ol> </li> </ol> | Jeff Fuge  |
| 12:00 | <ol style="list-style-type: none"> <li>6. <b>Identification of Subject Matters for Upcoming Meetings</b></li> <li>7. <b>Adjourn</b></li> </ol>   |  |

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



## POLK COUNTY, WISCONSIN

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

### Minutes

#### General Government Committee

County Board Room  
 Balsam Lake, WI 54810  
 10:00 a.m. Thursday, February 8, 2018

Meeting called to order by Vice Chair Arcand at 10:00 a.m.

Members present

Attendee Name	Title	Status
Brian Masters	Chair	Absent
Russ Arcand	Vice Chair	Present
Dean Johansen	Supervisor	Absent
Larry Jepsen	Supervisor	Present
Chris Nelson	Supervisor	Present

Also present: Marilyn Blake, Deputy County Clerk; Dana Frey, County Administrator; Andrea Jerrick, Deputy County Administrator; Jeff Fuge, Corporation Counsel, Todd Demers, IT Department Head; Vince Netherland, EDC; Joe Demulling, County Board Member; members of the public and press.

**Approval of Agenda-** Vice-Chair Arcand called for a motion to approve agenda as noticed. **Motion** (Jepsen/Nelson) to approve agenda. Vice-Chair Arcand called for a voice vote on the motion to approve agenda as noticed. **Motion** carried by unanimous voice vote.

**Approval of Minutes-** Vice-Chair Arcand called for a motion to approve the minutes of the January 11, 2018, meeting. **Motion** (Jepsen/Nelson) to approve January 11, 2018 minutes as published. Vice-Chair Arcand called for a voice vote on the motion to approve January 11, 2018 minutes. **Motion** carried by unanimous voice vote.

**Public Comment** – Time was given for public comment. Public comment was received and handouts provided

#### Announcements

Administrator Frey asked Vince Netherland, Polk County Economic Development Corporation to discuss what he does and how he interacts with the Extension office. He presented examples of how Extension has been a valuable partner to EDC. This is especially true working with small businesses and in grant writing. They offer a different type of expertise and education that is not offered through EDC.

## Discussion items

Corporation Counsel Fuge indicated that the draft lease regarding WITC has been received and reviewed and is still a work in progress. It should be finalized by next week.

Acting Chair Arcand declared that since Chairman Masters was not present it was a consensus of the other committee members that the discussion of meeting times should wait until the new board is seated and the committee formed.

Administrator Frey addressed the committee regarding County Administrator succession planning. He had recently attended a meeting where the subject of hiring a chief executive was discussed. He indicated that the county board as a whole needs to develop a vision of what they want to look like going forward and be able to communicate that to all future candidates. He discussed the time frames that should be in place and some of the common errors that are made by the selecting body.

Ms. Jerrick discussed the hiring process for the County Administrator position. She indicated that they will use an outside executive recruitment firm and they usually ask for the county vision. The cost of using a recruitment firm is in the area of \$20,000-\$25,000. She anticipates that sometime during October to December, 2018 they will begin the process in order to have a new administrator in place by July, 2019. The recruitment firm recommends no overlap of administrators, or at a maximum, a 30 day overlap.

Lime Quarry and Recycling Center financial history—Mr. Frey handed out a spreadsheet of income and expenses for the past seven years for the lime quarry and the recycling center. He further discussed that it is necessary to use the financial information along with other information when evaluating the programs.

2018 Work plan:

The committee added Lime Quarry financial update for the month of April.

The committee added Recycling financial evaluation for May

The Committee received a demonstration from Todd Demers showing how the new board room mobile computers will work. He reviewed the options with the committee and they all agreed that they had chosen option four with Mobile Notebooks. This information has been presented in the past. Administrator Frey stated the money for updating the technology is already in the budget so the IT department will proceed with the project.

## Action Items

Vice-Chair Arcand called to the floor for a motion regarding Resolution 09-18, to Award and Fund Contract for Demolition of Fairgrounds Grandstand (Amending 2018 County Budget) **Motion** (Jepsen/Arcand) to forward Resolution 09-18 to the County Board for passage. Discussion followed. **Motion** (Jepsen/Nelson) to amend the resolution by removing “well in advance” with “as soon as possible, but in any event no later than May 31, 2018.” Vice-Chairman Arcand called for a voice vote on the amendment. **Motion** to amend carried on unanimous voice vote.

**Motion** (Nelson/Arcand) to further amend Resolution 09-18 to add, after “in the interest of the County”, “with options for salvage by the Polk County Fair Society as practical”. Vice-Chair Arcand called for a voice vote on the amendment. **Motion** to amend carried with unanimous voice vote.

Vice-Chairman Arcand called for a vote on Resolution 09-18, as amended to be forwarded to the full County Board for passage. **Motion** (Jepsen/Nelson) so moved. Vice-Chairman Arcand called for a voice vote on the motion. **Motion** carried by unanimous voice vote.

Vice-Chairman Arcand called for a motion to approve Resolution 08-18, to Authorize and Fund Purchase of Bleacher Seating for Fairgrounds (Amending 2018 County Budget). **Motion** (Jepsen/Arcand) to move forward Resolution 08-18 to the County Board for first reading and return to General Government Committee for review of funding and recommendations on appropriations and passage. Discussion followed. Vice-Chairman Arcand called for a voice vote on Resolution 08-18. **Motion** passed by majority voice vote (2 yes and Nelson voting no).

Vice-Chairman Arcand called for a 5 minute break at 12:05 pm by a majority voice vote. Vice-Chairman called the meeting back into at 12:10 pm.

No action was taken on **Ordinance 10-18**, Establishing Cut-Off Times for Filing and Recording Documents in the Register of Deeds Office, by the committee. It will be considered at the March, 2018 General Government meeting.

Vice-Chairman Arcand called for a motion regarding **Resolutions 05-18**, Intent to Establish Polk County as a Certified Broadband Forward! Community, **Ordinance No. 06-18**-Enactment of the Polk County Broadband Network Project Ordinance and **Resolution 03-18** In Support of Broadband Expansion Grant Applications to Improve Broadband Service in Polk County all at the same time to move forward to the County Board for first reading. No discussion. Vice-Chairman called for a voice vote on the three items. **Motion** (Nelson/Jepsen) to forward all to the County Board for first reading. Vice-Chairman Arcand called for a voice vote on the motion. **Motion** carried by unanimous voice vote.

Vice-Chairman Arcand called for a motion to forward Resolution 81-17, to Dedicate and Allocate Proceeds of Sale of Tax Delinquent Properties for Redemption of 2017 Promissory Notes, to the County Board for passage. **Motion** (Nelson/Jepsen) to forward Resolution 81-17 to the County Board. Vice-Chairman called for a voice vote on Resolution 81-17 to be forwarded to the County Board for passage. **Motion** carried on a unanimous voice vote.

Vice-Chairman Arcand called for a motion to go into closed session.

Pursuant to Wisconsin State Statute Section 19.85(1)(g), the committee may convene in closed session to receive a verbal legal opinion concerning the litigation strategy that may be adopted in the pending legal actions as noticed herein.

**Motion** (Jepsen/Nelson) to go into closed session. **Motion** to go into closed session carried by roll call vote with unanimous yes vote. Acting Chair announced that Deputy Clerk Marilyn Blake and Corporation Counsel would be present in closed session. No other staff members present. Closed session began at 12:28 p.m. Acting Chair requested a motion to return to open session. **Motion** (Jepsen/Nelson) to return to open session. Motion to return to open session carried on a unanimous voice vote.

Returned to open session at 12:30 pm. It was announced that no action was taken during the closed session.

**Future Agenda Items**

Ordinance 10-18 Establishing Cut-Off Times for Filing and Recording Documents in the Register of Deeds Office.

Serenity House Lease-March

Governor's budget and impact on government programs-March

Financial analysis information on Lime Quarry Recycling Center April

Financial analysis information on Recycling Center-May

Committee requested that hiring selection and process for County Administrator be placed as future agenda item for Executive Committee agenda.

Next meeting will be Thursday, March 8, 2018 at 10:00 a.m.

**Adjourn**

**Motion** (Nelson/Jepsen) to adjourn. Vice-Chair Arcand called for a voice vote on the motion to adjourn.

**Motion** carried by unanimous voice vote.

Meeting adjourned 12:31 p.m.

Respectfully submitted,

Marilyn Blake  
Deputy County Clerk

**Lease Agreement**  
**Polk County and Salvation Army**  
**Polk County Jail, 200 Polk County Plaza, Balsam Lake, Wisconsin**

This Commercial Lease Agreement ("Lease Agreement") is made and effective this 8<sup>th</sup> day of August, 2017, by and between the County of Polk, ("Landlord") and the Salvation Army, ("Tenant").

RECITALS

1. Landlord is the owner of land and improvements located at 200 Polk County Plaza, Balsam Lake, Wisconsin, commonly known as the Polk County Jail, which is situated on the property having a legal description as contained in the Warranty Deed recorded as Document Number 356460 at Volume 360, page 532, in the office of Register of Deeds for Polk County. For the purposes of this Lease said property is known as the "Leased Premises".
2. Tenant is a foreign corporation, authorized to do business in the State of Wisconsin and has a place of business, the Salvation Army Wisconsin and Upper Michigan Division, 11315 West Watertown Plank Road, P.O. Box 26019, Wauwatosa, WI 53226-0019. Tenant has maintained the office of the Polk County Salvation Army Unit and has provided short term support shelter services, home stabilization services and emergency assistance under the program name Salvation Army Serenity House at the Leased Premises through previous lease agreement. Tenant desires to enter into this Lease Agreement for the purpose of continuing the maintenance of the Polk County Salvation Unit office and delivering the programs and services of the Salvation Serenity Home at the Leased Premises.
3. Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained herein, and other good and valuable consideration, Landlord and Tenant agree and enter into this Lease Agreement, as follows:

TERMS AND CONDITIONS

1. Term:

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for term of three (3) years beginning on January 1, 2017 and ending December 31, 2019.

2. Rental Amount:

- A. Tenant shall pay to Landlord an annual rental payment of one dollar per year for each of the three years of the term and the same shall be due and payable as follows:

Year 1 – Upon Execution of Lease Agreement;  
Year 2 – On January 2, 2018; and

1 Year 3 – on January 2, 2019.  
2

3 Tenant shall pay such rental payments to Landlord at Polk County, Attn: Debbie Peterson,  
4 Director, Polk County Buildings, 100 Polk Co Plaza, Suite 10, Balsam Lake, WI 54810, or at such  
5 other place designated by written notice from Landlord or Tenant.  
6

7 B. As and for other consideration, Tenant agrees to pay utilities and other charges pursuant to  
8 the terms of the Lease Agreement.  
9

10 3. Use and Comprehensive Program Plan:  
11

12 A. Tenant warrants that it will lawfully occupy and use the Leased Premises for the sole and  
13 primary purpose of Polk County Salvation Unit office and delivering the programs and services  
14 of the Salvation Serenity Home to persons who reside in the community of Polk County.  
15

16 B. Tenant warrants that the programs and services delivered through the Salvation Army Serenity  
17 Program to participants at Leased Premises will substantially comply with the comprehensive  
18 program plan and any revision thereof delivered to and on file with Landlord. In executing the  
19 Lease Agreement, Tenant shall deliver to Landlord a current comprehensive program plan that  
20 details such services that Tenant provides to participants in said program; and a space design  
21 plan that identifies the dedicated location of residential and office area within the Leased  
22 Premises.  
23

24 C. Tenant shall revise the comprehensive program plan as necessary to reflect the array of  
25 programs and services delivered through the Salvation Army Serenity Home program at the  
26 Leased Premises. Tenant agrees to provide any revised comprehensive program plan no less  
27 than 15 days before implementing changes to program and services.  
28

29 D. In coordination with the preparation of the annual County Budget, Tenant shall file with  
30 Landlord no later than September 1 of each year an updated comprehensive program plan, or in  
31 the alternative, a statement to certify that the services provided detailed in the comprehensive  
32 program plan of the current year will not be modified for the subsequent year. Irrespective of  
33 providing such a statement, Landlord and Tenant agree that the Tenant may revise at any time  
34 the comprehensive program plan consistent with paragraph C., above.  
35

36 E. Tenant will also timely provide Landlord with any and all information as Landlord may require of  
37 external agencies pursuant to county policies.  
38

39 F. Tenant, its employees, agents and assigns will comply with any and all federal, state or local law  
40 or regulation. Tenant shall not cause or permit any nuisance whatsoever on the Leased  
41 Premises and shall abate or remove the same from the Leased Premises when having reason to  
42 know of any nuisance on the Leased Premises.  
43

44 G. Tenant understands that the Lease Premises is connected to the Polk County Government  
45 Center of Landlord. Tenant, its employees, agents, contractors, service providers and its  
46 participants are afforded access to the Government Center only during normal business hours

1 and for the sole limited purpose of conducting business with Polk County. Access to the  
 2 Government Center by other purposes unrelated to conducting business with Polk County or at  
 3 times other than normal business hours is strictly prohibited.

4  
 5 H. Tenant shall not bring or allow to be brought onto the Leased premises pets of any kind.

6  
 7 I. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of  
 8 storing, manufacturing or selling any explosives, flammables or other inherently dangerous  
 9 substance, chemical, thing or device.

10  
 11 4. Compliance with Law:

12  
 13 A. Tenant and Landlord each shall comply with all laws, orders, ordinances and other public  
 14 requirements now or hereafter affecting the Leased Premises.

15  
 16 B. Tenant warrants that it will lawfully occupy and use the Leased Premises in accordance with  
 17 federal, state or local law or regulation.

18  
 19 C. Tenant warrants that it has obtained and will maintain any and all licenses, permits,  
 20 approvals and authorizations required to lawfully maintain and operate the Polk County  
 21 Salvation Army Unit office and the Salvation Army Serenity Home program in accordance  
 22 and compliance with applicable federal, state and local laws. Upon executing this Lease  
 23 Agreement, Tenant will provide Landlord a copy of any current license, permit, approval,  
 24 authorization or certification in effect to maintain and operate the Polk County Salvation  
 25 Army Unit office and the Salvation Army Serenity Home program. Tenant agrees to provide  
 26 Landlord with a copy of any extension or renewal of the same within 5 business days of  
 27 receipt of same. Tenant shall notify Landlord within 5 business days of receiving from any  
 28 issuing authority notice of suspension, termination, cancellation or expiration of any such  
 29 any current license, permit, approval, authorization or certification. Landlord agrees that it  
 30 will execute any and all documents necessarily required by Tenant to maintain any such  
 31 license, permit or authorization.

32  
 33 D. A failure or inability of Tenant to maintain any and all licenses, permits, approvals,  
 34 authorizations, or certifications required to lawfully maintain an office or provide the  
 35 programs and services identified in this Lease Agreement will constitute an incurable default  
 36 of Tenant upon which the Lease Agreement may be terminated upon notice from Landlord.

37  
 38 5. Sublease and Assignment:

39  
 40 Due to the unique purpose to which Tenant will use the Leased Premises, Tenant shall have the  
 41 limited right, with Landlord's prior written consent, to assign this Lease to a corporation with  
 42 which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under  
 43 common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Landlord  
 44 shall not unreasonably withhold consent of sublease or assignment, except that Landlord may  
 45 withhold consent to sublease or assignment in the instance that the sublessee or assignee will

1 use the Leased Premises for a purpose other than for providing short term support services and  
2 emergency assistance services as a unit of the Salvation Army.

3  
4 6. Maintenance, Repairs, Remodeling and Improvements:

- 5  
6 A. By executing this Lease, Tenant accepts the Leased Premises in its existing condition(s) and  
7 acknowledges that the Leased Premises is in good order and repair.  
8  
9 B. Tenant shall maintain at Tenant's expense the Leased Premises in a clean and sanitary condition  
10 and Tenant shall surrender the premises at the termination of this Lease in as good a condition  
11 as when received; ordinary wear and tear accepted. Tenant shall commit no waste on the  
12 Leased Premises. Tenant shall pay Landlord the actual and necessary amount incurred by  
13 Landlord in maintaining the Leased Premises. On a monthly basis, Landlord shall invoice Tenant  
14 for the costs incurred in maintaining the Leased Premises and Tenant will pay such invoice  
15 within thirty days or receipt from Landlord. Said amounts shall be in addition to the rental  
16 amount described above.  
17  
18 C. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the  
19 Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings,  
20 and other parts of the Leased Premises damaged or worn through normal occupancy, except  
21 for, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall pay  
22 Landlord the actual and necessary amount incurred by Landlord in making such repairs to the  
23 Leased Premises. Said amount shall be in addition to the rental amount described above.  
24 Repairs of major mechanical systems or to the roof are the responsibility of Landlord.  
25  
26 D. Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to  
27 remodel, redecorate, make additions, improvements and replacements of and to all or any part  
28 of the Leased Premises from time to time as Tenant may deem desirable, provided the same are  
29 made in a workmanlike manner and utilizing good quality materials.  
30  
31 E. Tenant shall have the right to place and install personal property, trade fixtures, equipment and  
32 other temporary installations in and upon the Leased Premises and fasten the same to the  
33 premises.  
34  
35 F. All personal property, equipment, machinery, trade fixtures and temporary installations,  
36 whether acquired by Tenant at the commencement of the Lease term or placed or installed on  
37 the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any  
38 claim by Landlord. Tenant shall have the right to remove the same at any time during the term  
39 of this Lease provided that Tenant shall repair at a reasonable time after removal, at Tenant's  
40 expense, all damage to the Leased Premises caused by such removal.

41  
42 7. Property Taxes:

- 43  
44 A. Landlord warrants that as a governmental entity that the Leased Premises is exempt from  
45 taxation for general real property taxes. Landlord shall pay, prior to delinquency, all general  
46 real estate taxes and installments of special assessments coming due during the Lease term on

1 the Leased Premises, and all personal property taxes with respect to Landlord's personal  
2 property, if any, on the Leased Premises.

- 3  
4 B. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's  
5 personal property at the Leased Premises.

6  
7 8. Damages, Insurance and Indemnification:

- 8  
9 A. Tenant shall be responsible for any costs of repair whether covered or not covered by insurance  
10 in the event that the Leased Premises or any other part of the Building is damaged by fire or  
11 other casualty resulting from any act or negligence of Tenant, its employees, agents, invitee's  
12 contractors, guests, subleases, or assigns.

- 13  
14 B. Tenant shall promptly report to Landlord any damage caused to or discovered in or on the  
15 premises.

- 16  
17 C. Landlord, at its option, may, upon discovery of damage to the Leased Premises, make such  
18 repairs as are necessary to restore the Leased Premises to its original condition(s), and Tenant  
19 shall reimburse the Landlord for the total cost of any such repairs as provided herein.

- 20  
21 D. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its  
22 personal property, including removable trade fixtures, located in the Leased Premises. Tenant  
23 shall, at its own expense, maintain a policy covering theft of the personal property, equipment,  
24 machinery, trade fixtures and temporary installations of Tenant. Landlord shall not be required  
25 to maintain insurance against thefts within the Leased Premises.

- 26  
27 E. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability  
28 insurance with respect to the uses and particular activities in the Leased Premises and adjacent  
29 County lands with the premiums thereon fully paid on or before due date. Such insurance policy  
30 shall be issued by and binding upon an insurance company approved by Landlord and shall  
31 afford minimum protection of not less than \$3,000,000 combined single limit coverage of the  
32 perils of premises liability, bodily injury, property damage or combination thereof. Said policy  
33 shall name Landlord as an additional insured. Within 30 days of execution of this Lease  
34 Agreement, Tenant shall provide Landlord with current Certificates of Insurance evidencing  
35 Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's  
36 insurers to notify Landlord that a policy is due to expire at least (10) days prior to such  
37 expiration.

- 38  
39 F. Landlord shall maintain fire and extended coverage insurance on the Leased Premises in such  
40 amounts as Landlord shall deem appropriate. Landlord shall be responsible for replacement to  
41 the building or major mechanical equipment including furnace, electrical and plumbing to the  
42 extent that damage to the same is covered thereunder.

- 43  
44 G. Landlord and Tenant each hereby release the other, including employees, agents, family  
45 members, invitees and guests of the other from all liability arising from loss, damage or injury  
46 caused by fire or other casualty to the extent of any recovery by the injured party under a policy

1 of insurance which permits waiver of liability and which waives the insurer's rights of  
 2 subrogation.

- 3
- 4 H. Landlord shall not be liable for any damage or injury occurring on or about the Leased Premises  
 5 to Tenant, its employees, assigns or subleases, guests or invitees, or to any personal property  
 6 whatsoever that may be on the Leased Premises, except in the case of Landlord's failure to  
 7 perform, or negligent performance of, a duty imposed by law.
- 8
- 9 I. Tenant hereby agrees to protect, indemnify and hold Landlord, its boards, committees, elected  
 10 and appointed employees, insurers, agents and assigns, harmless from and against any and all  
 11 loss, costs, expense, damage or liability arising out of any accident or other occurrence(s) on the  
 12 Leased Premises or any part thereof, or in any common area, or any adjacent County lands used  
 13 for the purpose of providing programs and services offered by Tenant, causing injury to any  
 14 person or property whomsoever and whatsoever, no matter how caused, except in the case of  
 15 Landlord's failure to perform or negligent performance of a duty imposed by law.
- 16
- 17 J. The provision for insurance and indemnification shall survive the expiration or termination of  
 18 this Lease Agreement with respect to any claims or liability accruing prior to such expiration or  
 19 termination.

20

21 9. Utilities:

- 22
- 23 A. Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and  
 24 utilities used by Tenant on the Leased Premises during the term of this Lease, unless otherwise  
 25 expressly agreed in writing by Landlord. In the event that any utility or service provided to the  
 26 Leased Premises is not separately metered, Landlord shall pay the amount due and separately  
 27 invoice Tenant for Tenant's pro rata share of the charges based upon the square footage of the  
 28 Leased Premises in relation to the entire square footage of buildings of the Landlord served by  
 29 particular utility. Tenant shall pay such amounts within fifteen (15) days of invoice.
- 30
- 31 B. Tenant acknowledges that the Leased Premises are designed to provide standard office use  
 32 electrical facilities and standard office lighting. Tenant shall not use any equipment or a device  
 33 that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion,  
 34 overloads the wiring or interferes with electrical services to other tenants.

35

36 10. Signs:

- 37
- 38 A. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at  
 39 locations selected by Tenant, any signs which are permitted by applicable zoning ordinances  
 40 and private restrictions. Landlord may refuse consent to any proposed signage that is in  
 41 Landlord's sole opinion, too large, deceptive, unattractive or otherwise inconsistent with or  
 42 inappropriate to either the Leased Premises or adjacent County buildings and lands.
- 43
- 44 B. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from  
 45 governmental authorities or adjoining owners for Tenant to place or construct the foregoing

1 signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs  
2 installed by Tenant. Tenant shall remove any sign upon termination of the Lease Agreement.  
3

4 **11. Entry:**  
5

- 6 A. Landlord shall have the right to enter without notice upon the Leased Premises at reasonable  
7 hours to inspect, maintain or repair the same, provided Landlord shall not thereby unreasonably  
8 interfere with Tenant's business on the Leased Premises.  
9
- 10 B. In cases of emergency, Landlord shall have the right to enter the Leased Premises, without  
11 notice.  
12

13 **12. Parking:**  
14

- 15 A. During the term of this Lease, Tenant shall have the non-exclusive use in common with  
16 Landlord, of the non-reserved common automobile parking areas, driveways, and footways,  
17 subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.  
18
- 19 B. Landlord reserves the right to designate parking areas on the Leased Premises or in reasonable  
20 proximity thereto, for Tenant, Tenant's agents, service providers, guests, invitees and service or  
21 program participants. Tenant will make efforts to assure that its agents, employees, service  
22 providers and program participants utilize designated parking areas. Tenant shall be  
23 responsible party for premises liability relative to injury or damages to Tenant, Tenant's agents,  
24 service providers, guests, invitees and transitional program participants when sustaining injury  
25 or damage through the use of said designated areas for purposes related to the provision or  
26 receipt of programming and support services offered by Tenant.  
27

28 **13. Building Rules:**  
29

- 30 A. Tenant will comply with the rules of the Leased Premises that the Landlord has adopted and  
31 altered, from time to time, for the management of its lands and facilities. Tenant will cause its  
32 employees, agents, guests, invitees and participants to do so.  
33
- 34 B. Tenant warrants that it has established rules for persons participating in services and programs  
35 provided by Tenant. Upon executing this Lease Agreement, Tenant shall provide Landlord with  
36 a copy of such program and service rules. Tenant shall provide Landlord with a copy of a  
37 revision to such rules upon adoption of any revision and in no event later than implementation  
38 of such revised rules.  
39

40 **14. Damage and Destruction of Leased Premises:**  
41

- 42 A. If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire,  
43 casualty or structural defects, such damage or defects not being the result of any act of  
44 negligence by Tenant or its agents, employees or invitees, such that the Leased Premises is  
45 uninhabitable or cannot be used for Tenant's purposes, then either the Landlord or Tenant shall  
46 have the right to terminate this Lease upon written notice to the other party within sixty (60)

1 days of the date of such damage. In the event of minor damage to any part of the Leased  
 2 Premises, and if such damage does not render the Leased Premises uninhabitable or unusable  
 3 for Tenant's purposes, Landlord, at its own discretion, may promptly repair such damage at the  
 4 cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be  
 5 liable to Tenant for any losses that Tenant may sustain whatsoever.  
 6

- 7 B. The provisions of this paragraph extend not only to the matters aforesaid, but also to any  
 8 occurrence which is beyond Tenant's reasonable control and which renders the Leased  
 9 Premises, or any appurtenance thereto, uninhabitable, inoperable or unfit for occupancy or use.

10  
 11 **15. Default and Waiver:**

- 12  
 13 A. By Tenant: In the event of a default by Tenant in the payment of rent or performance of  
 14 any term and condition, covenant, representation or warranty to be kept, observed and  
 15 performed by Tenant, Tenant shall have fifteen (15) days after receipt of written notice from  
 16 Landlord to cure such default. Upon receipt of notice of default, Tenant shall undertake, with  
 17 diligence, efforts to timely cure such default. In the event that the Tenant shall fails to cure any  
 18 default within 15-days after receipt of said notice of default, Landlord may declare the Lease  
 19 ended and terminated by giving Tenant written notice of termination and intent to regain  
 20 possession of the Leased Premises, as provided by Wisconsin law. If possession of the Leased  
 21 Premises is not surrendered, Landlord may reenter the Leased Premises for the purpose of  
 22 regaining possession of the Leased Premises and enforcing its rights as Landlord under  
 23 Wisconsin Law.  
 24  
 25 B. Default by Landlord: If there is a default with respect to any of Landlord's covenants,  
 26 warranties or representations under this Lease, and if the default continues more than fifteen  
 27 (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at  
 28 its option and without affecting any other remedy hereunder, cure such default and seek  
 29 reimbursement from Landlord. If this Lease terminates prior to Tenant's receiving full  
 30 reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant  
 31 on demand.  
 32  
 33 C. Landlord and Tenant shall have, in addition to the remedy above provided, any other right or  
 34 remedy available to each on account of any default by the other, either in law or equity.  
 35  
 36 D. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to  
 37 take any action on account of such default if such default persists or is repeated, and no express  
 38 waiver shall affect any default other than the default specified in the express waiver and that  
 39 only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant  
 40 shall not be construed as a waiver of a subsequent breach of the same covenant, term or  
 41 condition.  
 42  
 43 E. Landlord and Tenant shall use reasonable efforts to mitigate damages. Neither party to this  
 44 Lease Agreement shall be liable for attorney's fees, court costs and disbursements incurred by  
 45 the other in connection with a dispute that arises hereunder.  
 46

1     16. Quiet Possession:  
2

- 3           A. Landlord covenants and warrants that upon performance by Tenant of its obligations  
4           hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and  
5           undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.  
6
- 7           B. Notwithstanding paragraph 16. A., above, Tenant acknowledges that Landlord requires access  
8           to the Leased Premises on a daily basis and consents that the employees, agents, and  
9           contractors of Landlord may have access to the Leased Premises without the provision of notice  
10          for the purpose of providing and conducting janitorial or maintenance service and repair work  
11          to the Leased Premises or the Government Center, as necessary.
- 12
- 13          C. Tenant and Landlord warrant that each of them has approved appropriate county and  
14          corporate resolutions authorizing adoption of this Lease Agreement. Tenant agrees to provide  
15          Landlord with a copy of such corporate resolution upon execution of this Lease Agreement.  
16

17     17. Condemnation:  
18

- 19          A. If any legally constituted authority condemns the Leased Premises or such part thereof which  
20          shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public  
21          authority takes possession. Tenant shall account for utility charges as of through the date of  
22          condemnation. Such termination shall be without prejudice to the rights of either party to  
23          recover compensation from the condemning authority for any loss or damage caused by the  
24          condemnation.  
25
- 26          B. Tenant waives any right to claim any compensation with respect to the improvements.  
27          Landlord waives any claim to compensation with personal property that may arise through  
28          condemnation proceedings.  
29

30     18. Subordination:  
31

32           Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien  
33           presently existing or hereafter arising upon the Leased Premises, or upon the Building and to  
34           any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee  
35           shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this  
36           Lease on such terms and subject to such conditions as such mortgagee may deem appropriate  
37           in its discretion. Landlord is hereby irrevocably vested with full power and authority to  
38           subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter  
39           placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute  
40           such further instruments subordinating this Lease or atoning to the holder of any such liens as  
41           Landlord may request. In the event that Tenant should fail to execute any instrument of  
42           subordination herein required to be executed by Tenant promptly as requested, Tenant hereby  
43           irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's  
44           name, place and stead, it being agreed that such power is one coupled with an interest. Tenant  
45           agrees that it will from time to time upon request by Landlord execute and deliver to such  
46           persons as Landlord shall request a statement in recordable form certifying that this Lease is

1 unmodified and in full force and effect (or if there have been modifications, that the same is in  
 2 full force and effect as so modified), stating the dates to which rent and other charges payable  
 3 under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant  
 4 alleges a default stating the nature of such alleged default) and further stating such other  
 5 matters as Landlord shall reasonably require.  
 6

7 **19. Brokers:**  
 8

9 Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or  
 10 agent and that Tenant has not otherwise engaged in, any activity which could form the basis for  
 11 a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in  
 12 connection with this Lease.  
 13

14 **20. Memorandum of Lease:**  
 15

16 The parties hereto contemplate that this Lease should not and shall not be filed for record, but  
 17 in lieu thereof, at the request of either party, Landlord and Tenant shall execute a  
 18 Memorandum of Lease to be recorded for the purpose of giving record notice of the  
 19 appropriate provisions of this Lease.  
 20

21 **21. Headings:**  
 22

23 The headings used in this Lease Agreement are for convenience of the parties only and shall not  
 24 be considered in interpreting the meaning of any provision of this Lease.  
 25

26 **22. Successors:**  
 27

28 The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their  
 29 respective legal representatives, successors and assigns.  
 30

31 **23. Governing Law:**  
 32

33 This Lease Agreement shall be governed, construed and interpreted by, through and under the  
 34 Laws of the State of Wisconsin.  
 35

36 **24. Final Agreement and Severability:**  
 37

38 This Lease Agreement constitutes the entire agreement of the Landlord and Tenant and may  
 39 not be modified except by a further writing that is duly executed by both parties. In the event  
 40 that any part of this Lease Agreement is determined by a court of competent jurisdiction to be  
 41 invalid, the remaining provisions shall be unaffected and remain in full force and effect.  
 42  
 43  
 44  
 45

46 **25. Notice and Administration Designation:**

Any notice required or permitted under this Lease Agreement shall be deemed sufficiently given or served if sent by United States mail addressed, as follows:

A. Landlord (POLK COUNTY):

Debbie Peterson, Director, Polk County Buildings, 100 Polk Co Plaza, Suite 10, Balsam Lake, WI 54810(715-485-9278); and

Jeffrey B. Fuge, Office of the Corporation Counsel, 1005 West Main Street, Suite 100, Balsam Lake, WI 54810, (715-485-9210).

Landlord designates the Direct of Polk County Buildings, to administer and act on behalf of Landlord in performing and carrying out the terms and conditions of this Lease Agreement.

B. Tenant (The Salvation Army):

Duana Bremer, Social Services Director, 200 Polk County Plaza, Balsam Lake, WI 54810 (715-485-1221).

C. Landlord and Tenant shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

26. Signatures:

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written, as follows:

For Landlord – By Polk County:

Sharon Jorgenson  
Sharon Jorgenson, County Clerk

Dated: 9-20-17

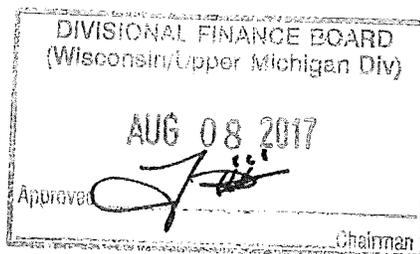
Debbie Peterson  
Debbie Peterson, Director  
Parks, Buildings and Solid Waste Department

Dated: 9-18-17

For Tenant – Salvation Army:

Major Tim Meyer  
Name: Major Tim Meyer  
Title: Divisional Secretary

Dated: 8/8/17



1  
2  
3  
4  
5  
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7  
8  
9  
10  
11

*Lease Agreement Approved as to Form:*

s/ Jeffrey B. Fuge  
Jeffrey B. Fuge, Bar No. 1024292  
Polk County Corporation Counsel  
1005 West Main Street, Suite 100  
Balsam Lake, WI 54810  
Tel: 715-485-9210  
Fax: 715-485-9171  
E-mail: jefff@co.polk.wi.us

*Dated: July 6, 2017*

POLK COUNTY, WISCONSIN  
 Received for record this  
 22nd day of May  
 AD 2003 at 12:30PM  
 and recorded in volume 931  
 of records page 215  
 Document Number 657746

*Ret. Jeff Faye*

*Jonnie Hallberg*  
 Register of Deeds

Agreement Between Polk County and the Polk County Fair Society  
 for the Management and Use of the Polk County Fairground Land

1. WHEREAS, Polk County is a body corporate pursuant to Wis. Stat 59.01 and Polk County holds title to the lands, commonly known as the Polk County Fairground Lands, that have a legal description as contained in Exhibit A, which is attached hereto and incorporated herein.
2. WHEREAS, Polk County Fair Society, Inc. (hereinafter "Polk County Fair Society"), is a non-profit corporation, formed in 1973 in accordance with state statutes.
3. WHEREAS, a group of about 100 people organized the first Polk County Fair in 1861, in Farmington Township. It was held in that area until 1886 when the Polk County Fair Society was organized. This organization acquired land in St. Croix Falls, for locating the present fairgrounds. The Polk County Fair Society was officially organized as an agricultural society in accordance with state statutes July 7, 1894.
4. WHEREAS, a change of ownership was deemed beneficial to both parties, Polk County Fair Society sold the Polk County Fairgrounds to Polk County for the sum of one dollar.
5. WHEREAS, Polk County and the Polk County Fair Society entered into an agreement dated April 16, 1975 for the purpose of managing and using the Polk County Fairgrounds, situated on the Polk County Fairground Lands, for the Polk County Fair and other uses as permitted by the Polk County Fair Society.
6. WHEREAS, upon mutual agreement, Polk County and the Polk County Fair Society deem it appropriate to revise the agreement of April 16, 1975.
7. THEREFORE, for the valuable consideration set forth herein, Polk County and the Polk County Fair Society enter into this agreement for the management and use of the Polk County Fairground Lands.

## ARTICLE I

## General Provisions

1. The April 16, 1975 agreement is hereby terminated and this agreement replaces and supercedes the April 16, 1975 agreement. The April 16, 1975 agreement terminates immediately upon signatures of the parties.
2. The agreement shall be recorded with the Register of Deeds, Polk County. Polk County shall be responsible for recording costs.

## ARTICLE II

## Fairgrounds Land Description and Definitions

1. The Polk County Fairground Lands is the property described in Exhibit A, which is attached hereto and incorporated herein.
2. The Polk County Fairground means the grounds and all facilities situated on the Polk County Fairground Lands. The Polk County Fairgrounds includes all facilities consistent with this agreement.
3. An aerial map showing the Polk County Fairground Lands, grounds and facilities, as they exist at the time of the agreement is attached hereto and incorporated herein as Exhibit B.

## ARTICLE III

## Ownership

1. The Polk County Fairground Lands and facilities are owned and shall continue to be owned by Polk County.
2. Any new fairground facilities constructed on the Polk County Fairground Lands shall be owned by Polk County.

## ARTICLE IV

## Management and Use of Fairgrounds and Fairground Facilities

1. It is the intent of the parties that the Polk County Fair Society shall have exclusive control of the management and use of the Polk County Fairgrounds consistent with the terms of this agreement. No committee, sub-committee or Department of Polk County shall make or allow any land, structure, or operational changes on

afore described property without the mutual agreement of the Polk County Fair Society and the Polk County Property, Forestry and Recreation Committee.

2. Polk County will provide fairground facilities, including buildings, grounds, grandstand, fences, walkways and roads, that are adequate for the Polk County Society's needs to conduct the Polk County Fair as herein provided.
3. New facilities of the Polk County Fairgrounds will be constructed as the need is determined by mutual agreement of the Polk County Property, Forestry and Recreation Committee and the Polk County Fair Society according to the Polk County Purchasing Policy.
4. The Polk County Fair Society may take such action to repair or replace equipment or materials without consulting the Polk County Property, Forestry and Recreation Committee whenever the Polk County Fair Society Board determines that there exists either an emergency or conditions that may cause a threat to safety of create further damage to buildings and grounds.
5. The Polk County Fair Society shall conduct an annual Polk County Fair and other uses as permitted by the Polk County Fair Society consistent with this agreement. The Polk County Fair Society is responsible for making all arrangements with users of the Polk County Fairgrounds.
6. The Polk County Fair Society will develop standard contracts and rental fee schedules applicable to the use of the Polk County Fairgrounds for the Polk County Fair and for other non-fair uses.
7. Users of fairgrounds shall arrange for security as needed for events.
8. The Polk County Fair Society shall prepare through its Buildings and Grounds Committee a facilities maintenance plan and related budget requests to the Polk County Property, Forestry and Recreation Committee no later than August 31<sup>st</sup> of each year. This maintenance plan will be developed in conjunction with the Polk County Parks and Buildings Department.
9. Polk County Fair Society will comply with City of St. Croix Falls ordinances, Polk County ordinances, State of Wisconsin statutes and Federal regulations.
10. Polk County Fair Society will comply with legally established Polk County documented policies.
11. Polk County Fair Society will cooperate with Polk County governmental agencies and departments.

## ARTICLE V

## Financial Responsibilities

1. Polk County is responsible for special assessment costs attributable to the Polk County Fairground Lands.
2. Polk County shall be responsible for the cost of any federal, state or local permit required to construct, repair or improve the Polk County Fairgrounds. Polk County shall obtain any and all permits necessary.
3. The Polk County Fair Society is responsible for the cost of electricity and telephone attributable to the operation of the Polk County Fairgrounds for the Polk County Fair and other uses. Polk County shall be responsible for water and sewer usage costs.
4. The Polk County Fair Society shall seek federal, state and local aid, where available, to conduct and operate the Polk County Fair.
5. Polk County shall provide financial aid to Polk County Fair Society to the extent state aid does not cover exhibit premium costs. Such financial support shall continue in order to assure the continuation for the annual Polk County Fair. This budget cost shall be submitted to the Finance Committee by August 31<sup>st</sup> each year.
6. The Polk County Fair Society will work with Polk County and its various committees in developing fairgrounds related funding requests to be included in the Polk County Budget each year. The Polk County Fair Society shall submit its budget request consistent with the budgetary and purchasing policies of Polk County.
7. Polk County waives any right to the income that the Polk County Fair Society receives through the Polk County Fair and other non-fair events conducted on the Polk County Fairgrounds as permitted by the Polk County Fair Society. Polk County Fair Society shall retain in its treasury all user fees received, less operational expenses.
8. The Polk County Fair Society shall use income from all sources for the purposes of conducting the annual Polk County Fair and to carry out its obligations under this agreement in managing, using and maintaining the Polk County Fairgrounds.

ARTICLE VI

Insurance

1. Polk County will include property damage and premises liability coverage for the Polk County Fairgrounds and provide the Polk County Fair Society with a certificate of such coverages.
2. The Polk County Fair Society will maintain liability insurance that covers bodily injury and property damage in an amount not less than \$100,000 per occurrence and \$500,000 policy limits. The liability coverage of the Polk County Fair shall extend to premises liability and such coverage shall be primary to Polk County's coverage on the same.
3. The Polk County Fair Society shall maintain workers compensation insurance coverage in an amount not less than \$100,000 per occurrence.
4. The Polk County Fair Society shall provide Polk County with a certificate of said coverages.
5. The Polk County Fair Society shall require a certificate of insurance on liability coverage from any user of the Fairground for uses and events other than the Polk County Fair.

Polk County Fair Society, Inc.

David S. Berglund  
President

May 7, 2003  
Date

Shirley Lantier  
Secretary

May 7, 2003  
Date



Personally came before me this 7th day of May, 2003, the above named David S. Berglund, President, and Shirley Lantier, Secretary, of the Polk County Fair Society, Inc., to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Robert W. Luce  
Notary Public, Polk County, Wisconsin  
My Commission: 5/1/2002

Polk County  
[Signature]

Chairperson  
[Signature]  
County Clerk

5-22-03  
Date

5/22/03  
Date

State of Wisconsin )  
County of Polk )

Personally came before me this 22<sup>nd</sup> day of May, 2003, the above named Donald Lutschel, Chairperson, and Cathy Albrecht, County Clerk, of Polk County, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]  
Notary Public, Polk County, Wisconsin  
My Commission: 2/1/07

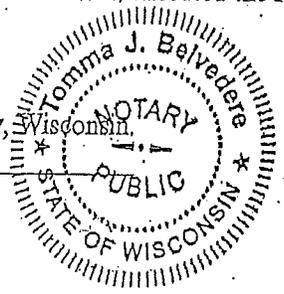


Exhibit A - Legal Description of Fairground Lands

The Polk County Fair Ground Lands consist of the property having the legal description as follows:

1. Outlot Twenty-One (21);
2. The East 235 feet of Outlot Sixty-Two (62);
3. Outlot Sixty-Five (65), except the West 180 feet thereof;
4. Outlot Sixty-Seven (67);
5. The North 188.58 feet of the outlot Sixty-Eight (68);
6. All of outlot Twenty-Two (22), except:
  - a. A parcel of land in the Southeast corner of said outlot Twenty-Two (22) more particularly described as follows: Commencing at the Southeast corner of outlot Twenty-Two (22), thence West along the South line of outlot Twenty-Two (22) 149.75 feet, thence North parallel to the East line of outlot Twenty-Two (22) a distance of 400 feet, thence East along a line parallel to the South line of outlot Twenty-Two (22), a distance of 149.75 feet to the East line of outlot Twenty-Two (22), thence South along the East line of outlot Twenty-Two (22) a distance of 400 feet to the point of beginning; and
  - b. A parcel of land in outlot Twenty-Two (22) as particularly described in Volume 1 of Certified Survey Maps, page 60, as Instrument No. 306653; and
  - c. A parcel of land in outlot Twenty-Two (22) described in Volume 288 of Deeds on page 281, as Document No. 324143.
7. Outlot Sixty-Nine (69);
8. A parcel of land located in outlot Seventy-One (71) more particularly described as follows: Commencing at the Southwest corner of said outlot Seventy-One (71), thence North along the West line of outlot Seventy-One (71) to the Northwest corner of outlot Seventy-One (71), thence East along the North line of outlot Seventy-One (71) a distance of 41.25 feet, thence South parallel with the West line of outlot Seventy-One (71) a distance of approximately 496.8 feet to the North line of Louisiana Street (South line of outlot Seventy-One (71)); thence Southwest along the North line of Louisiana Street (South line of outlot Seventy-One (71)) to the point of beginning.

All said parcels located in the City of St. Croix Falls, County of Polk, State of Wisconsin,

657746

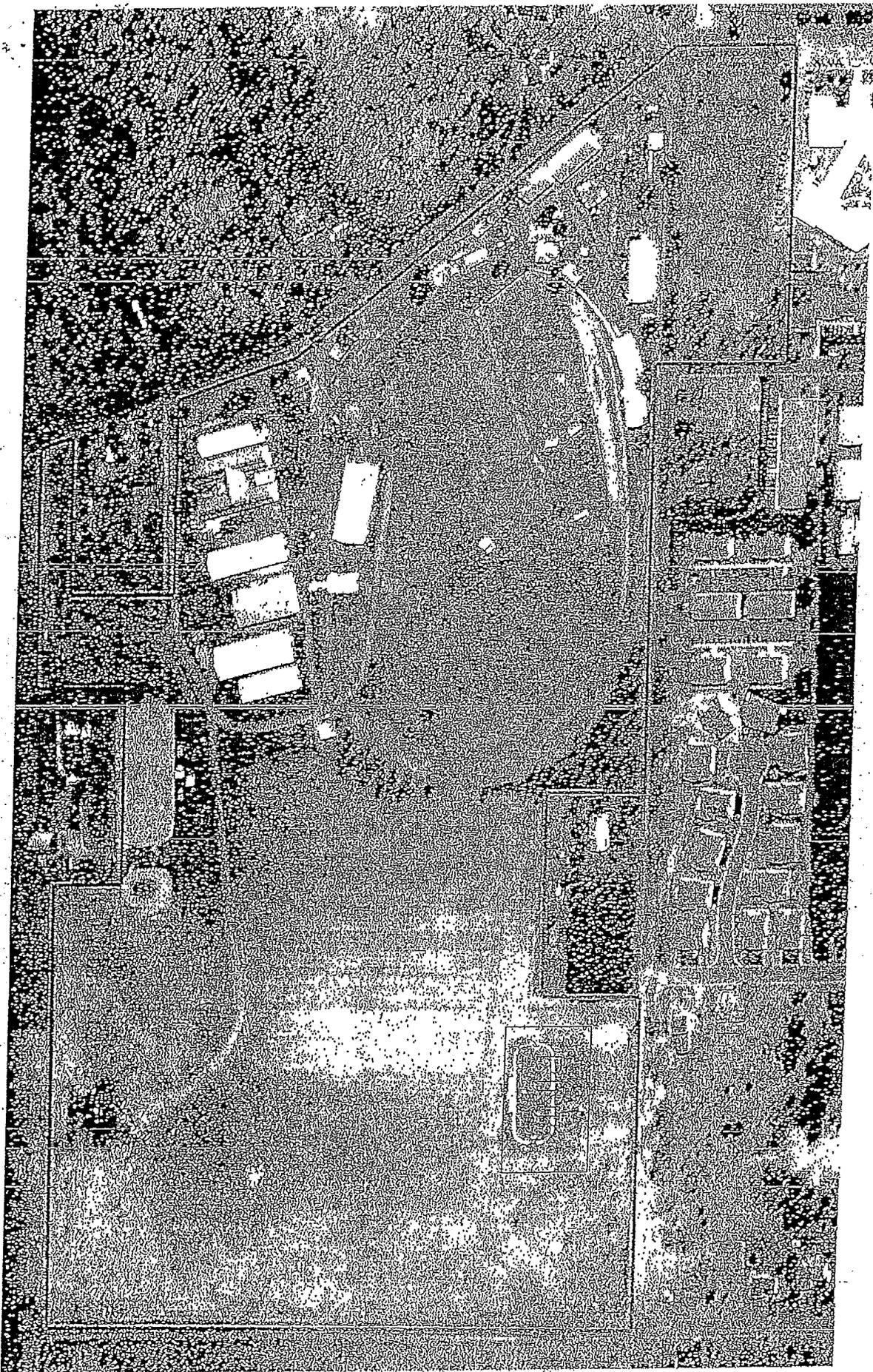


EXHIBIT  
B

Parcel #: 281-01060-0000

11/02/2016 01:13 PM  
PAGE 1 OF 1

Alt. Parcel #:   
 Current  281 - CITY OF ST CROIX FALLS  
POLK COUNTY, WISCONSIN  
 Creation Date Historical Date Map # Sales Area Application # Permit # Permit Type # of Units  
 0

Tax Address: POLK COUNTY  100 POLK COUNTY PLAZA BALSAM LAKE WI 54810  Districts: SC = School SP = Special <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Type</th> <th>Dist #</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>SC</td> <td>5019</td> <td>ST CROIX FLS SCHOOL DIST</td> </tr> <tr> <td>SP</td> <td>0104</td> <td>ST...CROIX FIRE DISTRIC..</td> </tr> </tbody> </table>	Type	Dist #	Description	SC	5019	ST CROIX FLS SCHOOL DIST	SP	0104	ST...CROIX FIRE DISTRIC..	Owner(s): O = Current Owner, C = Current Co-Owner O - POLK COUNTY  Property Address(es): * = Primary  Notes:  Legal Description: Acres: 0.760 OUTLOT 69 & THE W 41.25' OF OUTLOT 71 ASSESSOR'S PLAT  Parcel History: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Date</th> <th>Doc #</th> <th>Vol/Page</th> <th>Type</th> </tr> </thead> <tbody> <tr> <td>05/22/2003</td> <td>647746</td> <td>931/215</td> <td>AGREEMENT</td> </tr> <tr> <td>10/05/1978</td> <td>388396</td> <td>411/527</td> <td>WD</td> </tr> <tr> <td>05/30/1975</td> <td>363691</td> <td>375/403</td> <td>WD</td> </tr> </tbody> </table>	Date	Doc #	Vol/Page	Type	05/22/2003	647746	931/215	AGREEMENT	10/05/1978	388396	411/527	WD	05/30/1975	363691	375/403	WD
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05/30/1975	363691	375/403	WD																							

Plat: \* = Primary Tract: (S-T-R 40% 160% GL) Block/Condo Bldg:  
 \* ASCF-ASSESSORS PLAT ST CROIX FA 20-34N-18W

**2016 SUMMARY** Bill #: Fair Market Value: Assessed with:  
 0

Valuations: Last Changed: 10/15/2014

Description	Class	Acres	Land	Improve	Total	State	Reason
COUNTY	X3	0.760	0	0	0	NO	
Totals for 2016:							
General Property		0.000	0	0	0		
Woodland		0.000	0		0		
Totals for 2015:							
General Property		0.000	0	0	0		
Woodland		0.000	0		0		

Lottery Credit: Claim Count: 0 Certification Date: Batch #:

Specials:

User Special Code	Category	Amount
Total		
	Special Assessments	0.00
	Special Charges	0.00
	Delinquent Charges	0.00

Ordinance No. ~~10~~18  
 Ordinance Establishing Cut-Off Times for  
 Filing and Recording Documents in the Register of Deeds Office

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

6 The Board of Supervisors of Polk County does ordain as follows:

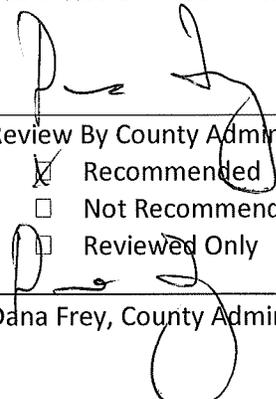
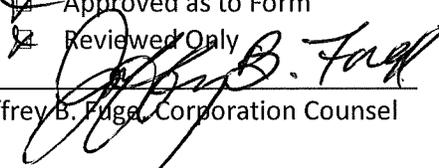
7 SECTION I - AUTHORITY. This ordinance is adopted pursuant to the authority of Wisconsin Statutes Sec.  
 8 59.20(3).

9 SECTION II – PURPOSE. The purpose of this ordinance is to provide the Register of Deeds office sufficient  
 10 time in which to complete the processing of documents filed for recording on the same day they are  
 11 received by setting cut off times for receipt of documents. Documents shall be accepted up to the end of  
 12 the business day, but may be processed the next business day if received after the cut-off time.

13 SECTION III – TIMES FOR FILING AND RECORDING DOCUMENTS. In order to assure the complete  
 14 processing of documents on the same day they are received, the Register of Deeds must receive a  
 15 document no later than 3:00 pm. Additional cut-off times are 2:30 pm on the last working day of the  
 16 month, and 1:00 pm on the last working day of the year. Documents received after the cut-off times  
 17 may be processed on the next official business day. For all other purposes, the office shall remain open  
 18 to the public until 4:30 pm on all official business days.

19 SECTION IV – REPEAL OF CONFLICTING ORDINANCES. Prior ordinances and resolutions are repealed to  
 20 the extent that they conflict with this ordinance.

21 SECTION V – EFFECTIVE DATE. This ordinance is effective the day after passage and publication as  
 22 provided by law.

Funding Source/ Funding Amount:	None/Not Applicable
Effective Date:	Upon Passage and Publication
Dated Submitted To County Board	First Reading: February 20, 2018
Submitted on Recommendation By:	_____
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only  Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Reviewed Only  Jeffrey B. Fuga, Corporation Counsel
Acknowledgement of County Board Action	

At its regular business meeting on the \_\_\_\_ of \_\_\_\_\_, 2018, the Polk County Board of Supervisors enacted Ordinance No. 10-18: Ordinance Establishing Cut-Off Times for Filing and Recording Documents in the Register of Deeds Office, as follows:

- Enacted by simple majority of the board of supervisors by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.
- Enacted by unanimous vote.

SIGNED BY:

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

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

Certification of Publication

Ordinance No. 10-18: Ordinance Establishing Cut-Off Times for Filing and Recording Documents in the Register of Deeds Office was published in the Inter-County Leader on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

Ordinance No.   -18:

Amending Self-Organized Ordinance to Repeal Meeting Limitation on Per Diem Compensation

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

Ladies and Gentlemen:

WHEREAS, in enacting the Self-Organized Ordinance, Ordinance No. 48-13, the Polk County Board of Supervisors declared Polk County a self-organized county, affording broad discretion and flexibility in the method of determining compensations of supervisors; and

WHEREAS, in enacting Ordinance No. 58-17, the County Board created Paragraph 3.d. of the Self-Organized Ordinance to establish a maximum number of 62 meetings for which a supervisor may receive per diem compensation,

WHEREAS, Paragraph 3.d., of said ordinance disregards the number of meetings that a supervisor must attend to fulfil the responsibilities on the county board committees, boards and commissions and the special committees to which a supervisor has been appointed or assigned; and

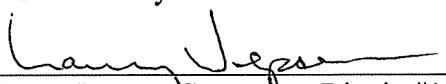
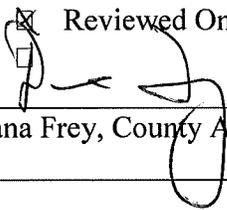
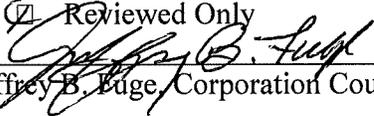
WHEREAS, the Attorney General has issued an opinion that concludes that it is lawful and within the discretion of county board to change the number of meetings for which a supervisor may receive per diem compensation by two-thirds majority vote and that such change would have immediate legal effect, unlike a change in the amount of per diem compensation, which would only have first effect in the subsequent term.

NOW, THEREFORE, BE IT ORDAINED that, pursuant to Wisconsin Statute Section 59.10(1), the Polk County Board of Supervisors rescinds Ordinance No. 58-17 and repeals Paragraph 3.d. of the Self-Organized Ordinance

BE IT FURTHER ORDAINED that this above amendment shall be effective upon passage and publication.

(History: Self Organized Ordinance - Ord. No. 48-13, December 17, 2013; Amended, Ordinance No. 58-17; Ordinance No.   -18)

Ordinance No. 11-18:  
Amending Self-Organized Ordinance to Repeal Meeting Limitation on Per Diem Compensation

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Passage and Publication
Dated Submitted To County Board	First Reading: February 19, 2018 Second Reading: March 20, 2018
Submitted By:  _____ Larry Jepsen, Supervisor District#10	_____ _____
Review By County Administrator: <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  _____ Dana Frey, County Administrator	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only  _____ Jeffrey B. Edge, Corporation Counsel
<b>Acknowledgement of County Board Action</b>	
Mark As Appropriate:	
<p style="text-align: center;">At its regular business meeting on the ____ of _____ 201<u>8</u>, the Polk County Board of Supervisors considered and voted on Ordinance No. <u>11</u>-18: Amending Self-Organized Ordinance to Repeal Meeting Limitation on Per Diem Compensation, as follows:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Enacted by two-thirds of supervisors present, by a vote of _____ in favor and _____ against.</li> <li><input type="checkbox"/> Enacted by unanimous vote.</li> <li><input type="checkbox"/> Defeated by a vote of _____ in favor and _____ against.</li> <li><input type="checkbox"/> Defeated by voice vote.</li> <li><input type="checkbox"/> Action Deferred by Procedural Action, as follows: _____ _____</li> </ul>	
SIGNED BY:	
<p style="text-align: center;">_____ Dean Johansen, County Board Chairperson</p> <p style="text-align: center;">Attest: _____ Sharon Jorgenson, County Clerk</p>	

Certification of Publication

Ordinance No.   -18: Amending Self-Organized Ordinance to Repeal Meeting Limitation on Per Diem Compensation was published, pursuant to Wisconsin Statutes § 59.14(1), in the Inter-County Leader on the \_\_\_\_\_ day of \_\_\_\_\_, 2018

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

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

## RESOLUTION 23-18

Resolution To Set Compensation for Elected Officials for Term 2019-2022  
(Sheriff and Clerk of Circuit Court)

**TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:****Ladies and Gentlemen:**

1 WHEREAS, it is in the best interests of Polk County to provide for the economic wellbeing of its elected officials  
2 and to create a work environment in which employees are compensated in a fair and equitable manner, and;

3 WHEREAS, Wisconsin Statute 59.22 (a) (1) requires the county board to establish the total annual  
4 compensation of elected officials before the earliest time for filing nomination papers for elective office which  
5 is established as April 15, 2018 with respect to the elected offices of the Sheriff and Clerk of Circuit Court for  
6 the term commencing January 1, 2018 , and;

7 WHEREAS, the Personnel Committee has considered several salary increase options and is recommending the  
8 following salary schedule for the offices of Sheriff and Clerk of Circuit Court for 2019, 2020, 2021 and 2022.

9 NOW, THEREFORE, BE IT RESOLVED, that the annual compensation for the following elected officials be  
10 established at the amounts indicated for the term of the elected office effective on the dates noted below:

11	<u>January 1, 2019</u>		<u>January 1, 2020</u>	
12	Sheriff	\$	Sheriff	\$
13	Clerk of Circuit Court	\$	Clerk of Circuit Court	\$
14	<u>January 1, 2021</u>		<u>January 1, 2022</u>	
15	Sheriff	\$	Sheriff	\$
16	Clerk of Circuit Court	\$	Clerk of Circuit Court	\$

17 BE IT FURTHER RESOLVED that that this salary schedule shall apply to all incumbent office holders as well as any  
18 individual newly elected or appointed to any of the listed offices after the adoption of this resolution.

19 BE IT FURTHER RESOLVED that said compensation shall mean salary which shall not be increased nor  
20 diminished during the noted term of office.

21 BE IT FURTHER RESOLVED that the compensation set by this resolution is separate and distinct from any other  
22 fringe benefit that the County may establish at its discretion or those benefits which state law may impose and  
23 adjust.

24 BE IT FURTHER RESOLVED that said elected officials shall be required to pay one-half (½) of total WRS required  
25 contribution on a pre-tax basis and the said share may change each year, when the required WRS rate is  
26 adjusted each year by the Wisconsin Department of Employee Trust Funds.

(Continued on P. 2)

27 BE IT FURTHER RESOLVED that said elected officials are conditionally eligible for health insurance, through Polk  
28 County's Group Health Insurance Plan, such eligibility for health insurance coverage is expressly subject to the  
29 same terms and conditions (e.g., premium contribution, deductibles, co-pays, etc.) as full-time non-  
30 represented employees' of Polk County.

31 BE IT FURTHER RESOLVED that said elected officials are otherwise eligible for the fringe benefit package  
32 provided to, and subject to the same terms and conditions as, full-time non-represented employees of Polk  
33 County.

Signed and sponsored by:



Funding Source/ Funding Amount:	2019: 2020: 2021: 2022: *Of future annual budgets
Effective Date:	January 1, 2019
Dated Submitted To County Board	First and second reading: March 20, 2018
Review By County Administrator: <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only
Dana Frey, County Administrator	Jeffrey B. Fuge, Corporation Counsel 

Acknowledgement of County Board Action

At its regular business meeting on the 20<sup>th</sup> of March 2018, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. 23-18: Resolution To Set Compensation for Elected Officials for Term 2019-2022 (Sheriff and Clerk of Circuit Court), as follows:

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

SIGNED BY:

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

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





**Sheriff Comparable Compensation Adjustments**

**2019-2022 Term**

County	2018 %		2019 %		2020 %		2021 %		2022 %	
	2018 Comp	Adj	2019 Comp	Adj	2020 Comp	Adj	2021 Comp	Adj	2022 Comp	Adj
Florence	\$49,720.61	2.00%	\$50,715.02	2.00%	\$51,729.32	2.00%	\$52,763.91	2.00%	\$53,819.19	2.00%
Menominee	\$49,837.92	2.00%								
Rusk	\$61,815.89	1.50%	\$68,000.00	9.09%	\$70,040.00	2.91%	\$72,141.20	2.91%	\$74,305.44	2.91%
Ashland	\$63,000.00	1%	\$63,700.00	1.10%	\$64,400.00	1.09%	\$65,000.00	0.92%	\$65,700.00	1.07%
Price	\$63,650.00	0.00%	\$72,425.00	12.12%	Subsequent years receive same % increase as given to non-rep employees					
	64434.42									
Forest	\$65,423.78	2.00%	\$69,349.21	5.66%	\$70,736.19	1.96%	\$72,150.91	1.96%	\$73,593.93	1.96%
	65723.1084									
Washburn	\$67,474.00									
Pepin	\$68,193.00	2.00%								
Sawyer	\$71,633.00	1.00%								
Bayfield	\$72,013.00	1.96%								
Grant	\$72,228.00	1.00%								
Vernon	\$72,539.33	1.50%								
Monroe	\$75,253.60	1.00%								
Juneau	\$77,062.00	1.00%	\$82,062.00	6.09%	\$83,703.00	1.96%	\$85,377.00	1.96%	\$87,085.00	1.96%
Lincoln	\$77,767.00	1.00%	\$78,822.00	1.34%	\$81,857.00	3.71%	\$85,008.00	3.71%	\$88,281.00	3.71%
Douglas	\$78,087.00									
Pierce	\$79,110.00	1.25%	\$85,210.00	7.16%	\$86,275.00	1.23%	\$87,353.00	1.23%	\$88,445.00	1.23%
Trempealeau	\$80,410.00	1.00%								
Vilas	\$81,314.00	3.85%								
Jackson	\$81,804.00	1.00%	\$81,804.00	0.00%	\$81,804.00	0.00%	\$82,213.00	0.50%	\$82,624.00	0.50%
Marquette	\$83,533.00	2.00%								
Oconto	\$83,665.38	0.00%								
Portage	\$84,132.02	1.50%	\$97,614.00	16.02%	\$99,078.21	1.50%	\$101,059.77	2.00%	\$103,080.97	2.00%
Green Lake	\$84,251.50	1.50%								
Waushara	\$84,853.00	1.48%								
Taylor	\$85,149.00	2.00%								
Barron	\$85,801.00	2%	\$90,801.00	5.51%	\$93,071.00	2.44%	\$95,398.00	2.44%	\$97,783.00	2.44%
Door	\$86,958.00		\$86,958.00	0.00%	\$86,958.00	0.00%	\$87,696.00	0.84%	\$89,888.00	2.44%
Dunn	\$87,195.00		\$93,735.00	7.50%	\$95,610.00	2.00%	\$97,522.00	2.00%	\$99,472.00	2.00%
Polk	\$88,542.00	1.50%	\$92,083.68	3.85%	\$94,385.77	2.44%	\$96,745.42	2.44%	\$99,164.05	2.44%



Polk County Board of Supervisors  
Resolution No. 29-18

Resolution to Amend 2018 Budget for Rental of Bleachers for Fairgrounds

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

Ladies and Gentlemen:

WHEREAS, the County Board has authorized the demolition of the Fairground grandstand and the County has moved forward to undertake such demolition; and

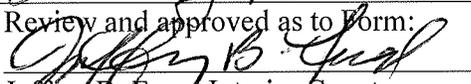
WHEREAS, it will be necessary for the County to appropriate moneys for the rental of bleachers to provide temporary seating at the Fairgrounds grandstand area for the 2018 season.

NOW, THEREFORE, BE IT RESOLVED that that the Polk County Board of Supervisors authorizes the rental of bleachers for the Fairgrounds in an amount not to exceed \$15,000.00.

BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statute Section 65.90(5)(a), the Polk County Board of Supervisors authorizes an amendment to the 2018 County Budget to transfer the sum of \$15,000 from County Fund Balance to the Fair Operating Budget and allocate the such sums for said rental.

BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statute Section 65.90(5)(a), the Polk County Board of Supervisors directs the Clerk to publish this resolution by Class 1 notice under Sections 985.02 and 985.07(1) within 15 days of passage and post the adopted resolution on the County's website.

Resolution No. \_\_\_\_-18  
 Resolution to Amend 2018 Budget for Rental of Bleachers for Fairgrounds

Funding Source/ Funding Amount:	Fund Balance: \$15,000 General Fund
Date Reviewed as to Appropriations:	March 19, 2018 General Government Committee
Committee Recommendation as To Appropriation:	Passage
Effective Date:	Upon Passage and Publication
Dated Submitted To County Board	March 20, 2018
Submitted By:	_____
Review and approved as to Form:  Jeffrey B. Fuge, Interim County Administrator/Corporation Counsel	Fiscal Impact: As stated in resolution Legal Impact: No Legal Impact

Acknowledgement of County Board Action

Mark As Appropriate:

At its regular business meeting on the \_\_\_\_\_ of \_\_\_\_\_ 2018, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. \_\_\_\_-18: Resolution to Amend 2018 Budget for Rental of Bleachers for Fairgrounds, as follows:

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

SIGNED BY:

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

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