

REGULAR TOWN BOARD MEETING, March 18, 2015

The regular meeting of the Town Board of the Town of St. Croix Falls was called to order by Chairman Steve Palmer at 6:15 p.m. on Wednesday, March 18, 2015, at the Town Hall. Proper notice was given as the agenda was posted in the three designated locations of the Town Hall, Super America and Lamperts on March 13, 2015, and the amended agenda was posted in the three designated locations of the Town Hall, Super America and Lamperts on March 16, 2015. Present by roll call were Chairman Steve Palmer, supervisors Frank Behning, James Beistle, Mike Dorsey and Erick Vitalis. Also present were town treasurer Maxine Spiess, town clerk Janet Krueger, zoning administrator James Alt, public works employee Joe Hein and legal counsel Gary Bakke. Others in attendance were Darel Hall who arrived at 6:30 p.m. Beistle/Behning **moved** to adopt the agenda; **motion carried**. Behning/Dorsey **moved** to approve the meeting minutes as printed for the February 18, 2015; **motion carried**.

No public comment was had.

Reports were given: The treasurer's report was reviewed. Receipts for the period ending February 28, 2015, amounted to \$267,942.12; cash balance on February 28, 2015, was \$437,226.17. Beistle/Vitals **moved** to receive the treasurer's report; **motion carried**. Mr. Hein gave the highway report. Mr. Hein has posted the spring road restrictions and informed the Board the wing plow was repaired at Polk County due to wear.

With the arrival of Mr. Hall, Chairman Palmer asked the Board to considered new business item G. With no opposition the animal control agreement was reviewed. Dorsey/Behning **moved** to adopt Resolution 15-12 appointing Darel Hall as the Town's animal control officer; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 15-12

A RESOLUTION APPOINTING DAREL HALL AS ANIMAL CONTROL OFFICER FOR THE TOWN OF ST. CROIX FALLS

WHEREAS Wisconsin Statute 172.02 authorizes the taking up animals running at large; and
WHEREAS the Town Board of the Town of St. Croix Falls wished to hire an individual for the purpose of investigating animal issues and picking up stray animals.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, appoints Darel Hall as the Animal Control Officer for the Town of St. Croix Falls under the terms and conditions outlined in the Animal Control Officer Agreement; and

BE IT FURTHER RESOLVED that the appointment be effective immediately upon the execution of the Animal Control Officer Agreement; and

BE IT FURTHER RESOLVED that the Animal Control Officer shall be paid on a per call basis, at an hourly rate of \$20.00 per hour and mileage reimbursable at current IRS mileage rate.

Ms. Krueger presented the clerk's report. Behning/Dorsey **moved** to approve Resolution 15-06 amending the 2015 budget; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 15-06

A RESOLUTION TO AMEND THE 2015 BUDGET FOR THE TOWN OF ST. CROIX FALLS

WHEREAS the Town Board of the Town of St. Croix Falls received numerous overpayments on Real Estate taxes collected in January 2015; and

WHEREAS issuing reimbursement checks for the overpayments will exceed the amount budgeted in the Miscellaneous Refund account for 2015.

THEREFORE BE IT RESOLVED by the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, that the sum of \$3,500.00 is hereby transferred from the Operations Fund to the Miscellaneous Refund account for the reimbursement of real estate tax overpayments.

Beistle/Behning **moved** to approve payment of vouchers 15-051 through 15-090 amounting to \$948,218.54; **motion carried** on a unanimous roll-call vote, 5-0. The 2015 year-to-date budget summaries were reviewed. Mr. Alt gave the zoning administrator's report. Mr. Alt stated the re-write of the comprehensive plan amendments was near complete and the comprehensive plan committee was scheduled to meet on April 1, 2015, to review the re-write. Mr. Alt informed the Board that the

subdivision violation was near a resolution. The building inspector's report was reviewed. Supervisor Dorsey had some rough prices for a brine tank and sprayer. Supervisor Dorsey was asked to prepare a quote to be reviewed next month. Chairman Palmer gave the chairman's update. The meeting with the City and property owners regarding a proposed frontage road went well. A cancelled meeting with the DOT and property owner regarding a potential frontage road access across from Peer Avenue will need to be rescheduled.

New Business: Ordinance 15-01 amending the swing-away mailbox ordinance was reviewed and the second reading was had. Behning/Dorsey **moved** to approve Resolution 15-07 adopting Ordinance 15-01 amending the Swing-Away Mailbox Support Ordinance; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 15-07

A RESOLUTION ADOPTING ORDINANCE 15-01 AMENDING SWING-AWAY MAILBOX SUPPORT ORDINANCE

WHEREAS the Town Board for 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 Board of the Town of St. Croix Falls adopted a Swing-Away Mailbox Support Ordinance on October 15, 2008; and

WHEREAS the Town Board of the Town of St. Croix Falls deems it necessary to amend the Swing-Away Mailbox Support Ordinance, section, Placement Requirements and Design Specifications to follow the United States Postal Service guidelines; and

WHEREAS the Town Board of the Town of St. Croix Falls held the first reading of the proposed Swing-Away Mailbox Support Ordinance amendment on February 18, 2015, and a second reading was held on March 18, 2015.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, does approve Ordinance 15-01 entitled "Swing-Away Mailbox Support Ordinance Amendment"; and

BE IT FURTHER RESOLVED that this ordinance becomes effective upon passage and publication of this enabling resolution.

Ordinance 15-01

AMENDING SWING-AWAY MAILBOX SUPPORT ORDINANCE ORDINANCE 15-01

Section 1: Purpose

The purpose of this ordinance is to amend Section IV Placement Requirements and Design Specifications as follows:

SECTION IV: PLACEMENT REQUIREMENTS AND DESIGN SPECIFICATIONS

- The support post shall be a minimum of three (3) feet from the edge of pavement and the front of the mailbox aligned with the outside edge of the shoulder.
- The required height of the mailbox shall be ~~between 42 inches and 48 inches~~ as specified by the United States Postal Service policy.
- The support post pipe shall be one and one-half (1 ½) inches inside diameter or less. Metal channel posts shall weigh no more than two (2) pounds per foot. Alternatively, wood posts no larger than 4 inches by 4 inches are acceptable.
- A device shall be attached to the mailbox support post (such as a chain) to prevent the mailbox from swinging 360 degrees if struck by an object.

Section 2: Effective Date

This ordinance shall take effect from and after its passage and legal publication.

A letter the St. Croix Falls United States Postal Service will be sending to residents on their postal routes was reviewed along with a draft letter from the Town reminding town residents any mailbox support alterations will require a swing-away support. Ordinance 15-02 entitled "Temporary Vendor Ordinance" was reviewed and the second reading was had. The permit card and application were reviewed as well. Mr. Alt will amend the permit card to include the vendor's signature on the face of the permit. Dorsey/Behning **moved** to approve Resolution 15-08 adopting Ordinance 15-02 entitled "Temporary Vendor Ordinance"; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 15-08

A RESOLUTION ADOPTING ORDINANCE 15-02 ENTITLED "TEMPORARY VENDOR ORDINANCE"

WHEREAS the Town Board for 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 Board of the Town of St. Croix Falls deems it advisable and necessary to adopt an ordinance regulating by permit vendors who have short term sale of items that may be considered seasonal or of an

infrequent nature in the Town of St. Croix Falls; and

WHEREAS the Town Board of the Town of St. Croix Falls held the first reading of the proposed temporary vendor ordinance on December 17, 2014, and a second reading was held on March 18, 2015; and

WHEREAS the Town Plan Commission held a public hearing on the proposed temporary vendor ordinance on March 18, 2015.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, does approve Ordinance 15-02 entitled "Temporary Vendor Ordinance"; and

BE IT FURTHER RESOLVED that this ordinance becomes effective upon passage and publication of this enabling resolution.

**Ordinance 15-02
TEMPORARY VENDOR ORDINANCE
FOR THE TOWN OF ST. CROIX FALLS
ORDINANCE 15-02**

- I. **PURPOSE:**
In order to allow businesses in the commercial district to better utilize their property by allowing the short term sale of items that may be considered seasonal or of an infrequent nature, the Town of Saint Croix Falls will allow, by permit, the sale of specific items on commercial properties under specified conditions and restrictions.
- II. **PERMITS:**
Permits are required for all temporary vending activity within the commercial district for the Town of Saint Croix Falls that will not require a special exception as of the adoption date of this Ordinance.
- III. **TEMPORARY VENDOR PERMIT CONDITIONS:**
- A. **Temporary permits must be obtained a minimum of 2 business days prior to use.**
 - B. **Temporary permits may only be obtained from the Saint Croix Falls Town Hall during regular business hours.**
 - C. **All temporary signage and displays must be put away at the end of each business day.**
- IV. **TEMPORARY VENDOR PERMIT RESTRICTIONS:**
- A. **No temporary permits will be granted for greater than 30 consecutive calendar days per permit,**
 - B. **Sales of items for more than 60 consecutive calendar days in a given year will be required to obtain a special exception.**
 - C. **Temporary vending activity may not directly conflict with the primary sales activities of an established business in the commercial district.**
 - D. **Sales of animals will be limited to dogs and/or cats and will be limited to no more than 12 animals on site at any given time.**
 - E. **Sales of alcohol, tobacco or firearm products will not be permitted.**
 - F. **Temporary vending activities may not occupy more than 25% of the designated parking area.**
- V. **REVOCAION:**
The Town of Saint Croix falls reserves the right to deny or revoke a permit for temporary vending at their discretion with 24 hour notice.
- A. **Reasons for revocation of a temporary vending permit would be, but would not be limited to:**
- 1) **Failure to comply with conditions of the temporary permit**
 - 2) **Temporary vending activity creates a traffic hazard**
 - 3) **Temporary vending activity creates a public nuisance**
 - 4) **Temporary vending activity exceeds 60 days in a given year**
- VI. **EFFECTIVE DATE:**
This ordinance shall take effect from and after its passage and legal publication.

Ordinance 15-03 amending the Town Zoning Ordinance No. 1 was reviewed and the second reading was had. Behning/Dorsey **moved** to approve Resolution 15-09 adopting Ordinance 15-03 amending the Town's Zoning Ordinance No. 1; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 15-09

A RESOLUTION ADOPTING ORDINANCE 15-03 AMENDING ZONING ORDINANCE No. 1

WHEREAS the Town Board for 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 20th 2011; October 19, 2011; November 16, 2011; August 21, 2013; and

WHEREAS the Town Board of the Town of St. Croix Falls deems it advisable and necessary to amend Zoning Ordinance No. 1 to include provisions for a temporary vending licenses as follows:

- Chapter III, section C.3.b. was altered to allow temporary vending permits; and

WHEREAS the Town Board of the Town of St. Croix Falls held a public hearing on the proposed amendments on March 11, 2015, and the first reading of the proposed amendments on December 17, 2014, and a second reading was held on March 18, 2015.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, does approve Ordinance 15-03 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 15-03 become effective upon passage and publication and/or posting according to Wisconsin State Statute.

Ordinance 15-03

AMENDING ZONING ORDINANCE No. 1 ENTITLED "TOWN ZONING ORDINANCE"

Section 1: Purpose

The purpose of this ordinance is to amend Chapter III General Zoning, Section C Districts, 3 Commercial District, b. Permitted Uses as follows:

- b. Permitted Uses. Permitted uses must abide by all Town Zoning Ordinances including a. of the Commercial Zoning District Ordinance. Requests to the Town Zoning Administrator in the Commercial Zoning District shall meet the requirements of Chapter I, Section D, g. (1) through (4). Permitted uses shall be reviewed by the Town Zoning Administrator for verified compliance with ordinances, Town Commercial Design Guidelines, and any applicable regulations from both State and County agencies. If a proposed use will involve the selling of goods for a temporary timeframe and meets all of the requirements of the Temporary Vendor Ordinance then that ordinance will govern the proposed use. The following are permitted uses, provided that the business will be selling goods for these uses that are primarily new items:

Section 2: Effective Date

This ordinance shall take effect from and after its passage and legal publication.

Beistle/Vitalis moved to adopt Resolution 15-10 amending the Schedule of Fees for the Town of St. Croix Falls; motion carried on a unanimous roll-call vote, 5-0.

Resolution 15-10

A RESOLUTION AMENDING THE SCHEDULE OF FEES FOR THE TOWN OF ST. CROIX FALLS

WHEREAS the Town Board for 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 Board on March 16, 2011, by means of Resolution 11-05 did adopt an ordinance entitled "Fee Ordinance for the Town of St. Croix Falls"; and

WHEREAS the Town Board wishes to act in good order for the health, safety, and welfare of the public by establishing a schedule of fees.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, does hereby create a fee schedule entitled:

SECTION 1 – Fees

The following Fees are established for use with permits, licenses, etc. issued in accordance with ORDINANCE No. 11-03 Relating to Fees for the Town of St. Croix Falls.

All fees are due at the time of application unless otherwise noted.

FEES

Ordinance

Title or

Category

Permit, Application, or

Procedure

Fee

Zoning

Ordinance

Land Use Permit

\$50

Sign Permit

\$25

Special Exception Application

\$250

Variance Application

\$250

Zoning Map Amendment (re-zone)

\$250

Request for special meeting of Town

\$250 per meeting

Board or Plan Commission

Building Permit

\$50 at the time of the application, remainder of the fee when the permit

is signed for.

Building Code Ordinance

#11-11

Building Permit Fees:
 One- and Two-Family Dwellings, Sheds, Structures, Additions& Alterations
 *Valuation is based on the Cost Table published by the ICC

Total Valuation	Fee (subject to minimums below)
up to \$2000	\$15 plus \$1.67 per \$100 over \$500
\$2,001 to \$25,000	\$40 plus \$7.60 per \$1000 over \$2000
\$25,001 to \$50,000	\$215 plus \$4.20 per \$1000 over \$25,000
\$50,001 to \$100,000	\$320 plus \$3.20 per \$1000 over \$50,000
\$100,000 to \$500,000	\$480 plus \$2.42 per \$1000 over \$100,000
\$500,001 to \$1,000,000	\$1450 plus \$2.15 per \$1000 over \$500,000
over \$1,000,000	\$2525 plus \$1.38 per \$1000 over \$1,000,000

All fractions are charged at the full incremental rate.

No Permit Required for Re-Siding, Re-Shingling, Replacing same size windows or Cabinets.

Other Inspection Fees:

For items not covered by the square footage valuation, Fee will be based on contractor cost.

Plan Review	15% of plan fee
Additional plan review from changes and additions	\$50
Inspection outside normal business hrs	\$50
Reinspection	\$50
Inspection with no specified category	\$50
Erosion control permit	\$50
State UDC Seal	\$30 (or current fee)
Administrative Fee	20% of Permit Fee, Maximum \$50

Driveway Ordinance

Driveway Permit \$75

Subdivision Ordinance

Plan Commission Hearing Fee for Preliminary and Final Plat	\$100 for each hearing, due before hearing is scheduled
Minor Subdivision Review Fees	1 lot, \$500, 2 or more lots \$750, plus a \$50 per lot Town administrative fee

	Major Subdivision Review Fees	Concept Plan Review \$500 Preliminary Plat Review \$1000 plus \$25 per lot Final Plat Review \$300
	Parkland Dedication (major or minor subdivision)	\$350 per lot created
	Map Updating Fee (for any subdivision or change of lot lines)	\$50 per lot created or changed
Temporary Vendor Ordinance	Temporary Vendor Permit	\$5
Licenses (yearly unless otherwise noted)	Liquor Licenses / Beer Licenses	According to Chapter 125 WI Statutes (2009-2010)
	Cigarette & Tobacco License	According to Chapter 134.65 WI Statutes (2009-2010)
	Operators Licenses (bartenders license)	According to Chapter xxx WI Statutes (2009-2010)
	Racetrack	\$100
	Pawn Shop	According to Chapter 134.71 WI Statutes (2009-2010)
	Secondhand Article Dealer	According to Chapter 134.71 WI Statutes (2009-2010)
	Secondhand Jewelry Dealer	According to Chapter 134.71 WI Statutes (2009-2010)
	Secondhand Article Dealer Mall or Flea Market License	According to Chapter 134.71 WI Statutes (2009-2010)
	Dog License	\$5 if spayed or neutered, \$10 if not spayed or neutered. \$50 for a kennel license (12 dogs), \$5 a dog for every dog more than 12.

	Sexually Orientated Business License	\$250 Original and renewal
Miscellaneous Fees	Copies	\$.25 per page
	Public Notices (For notices not included in application fees for zoning requests).	\$25
	Audio Files	\$5

BE IT FURTHER RESOLVED that this schedule replaces any past fee schedules and shall become effective upon passage and posting thereof.
 Beistle/Behning **moved** to adopt Resolution 15-11 amending the Schedule of Penalties and Cash Deposits for the Town of St. Croix Falls; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 15-11

A RESOLUTION AMENDING THE SCHEDULE OF PENALTIES AND CASH DEPOSITS FOR VIOLATION OF TOWN ORDINANCES

WHEREAS, the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, has village powers under Section 60.10(2)(c), Wis.Stats., that grants general police powers as set forth in Section 61.34(1), Wis.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 Board on November 19, 2007, by means of Resolution 07-43 did adopt an “Issuance of Citations for Violation of Town Ordinances” which was repealed and amended by Resolution 08-37;

WHEREAS, the Town Board wishes to act in good order for the health, safety, and welfare of the public by establishing a schedule of penalties and cash deposits for violations of Town Ordinances; and

WHEREAS, the Town Board adopted Ordinance 15-02 entitled “Temporary Vendor License Ordinance on March 18, 2015;

THEREFORE BE IT RESOLVED, that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, does hereby amend the schedule of penalties and cash deposits for violations of the Town’s ordinances:

SCHEDULE OF PENALTIES AND CASH DEPOSITS

<u>Ordinance Title or Category</u>	<u>Offense</u>	<u>Penalty</u>
Zoning Ordinance	Violation	\$75 per violation
Failure to obtain a land use, sign or special exception permit	Violation	Cost of the permit is two (2) times the ordinary fee
Junked Vehicles & Appliance on Private Property (Ordinance 12-03)	Violation	\$50 per vehicle or Appliance
Behavior of Animal Ordinance (Ordinance 00-03)	Violation	First Offense: \$50 Second Offense: \$100 Subsequent Offenses: \$200 \$50 for impound fee
Adult Entertainment Ordinance	Violation	Not less than \$100 and not more than \$500 per violation
Outdoor Burning Ordinance	Violation	First Offense: Warning Letter

		Second Offense: \$50 Subsequent Offenses: \$200
Swing Away Mailbox Ordinance	Violation	\$75 per violation
Snow and Debris Ordinance	Violation	First Offense: Warning Letter Second Offense and Subsequent Offenses: \$50
Driveway & Highway Access Ordinance	Violation	\$100 per violation
Subdivision Ordinance	Violation	\$1000 for each lot or part of a lot so disposed of, Leased, or Offered
ATV & UTV Ordinance	Violation	As defined in Wis. Stats. 23.33
Intoxicating Liquor & Fermented Malt Beverages Ordinance	Violation	\$500 per violation and possible denial, suspension or revocation of license.
Public Nuisance Ordinance	Violation	First Offense: Warning Letter Second Offense: \$50 Subsequent Offenses: \$100

Temporary Vendor Ordinance

Violation

\$50 per violation

Penalties and costs may be added as a special charge on the tax roll.

If a penalty in the above table conflicts with a penalty expressly defined in a specific Town Ordinance, the Ordinance shall control.

Nothing in this Schedule shall preclude the Town from maintaining any appropriate action to prevent or remove a violation of any provision of the Town's Ordinances.

SECTION 2 – SCHEDULE OF CASH DEPOSITS

The following Schedule is established for use with citations issued in accordance with ORDINANCE NO. 07 – 02 Ordinance Relating to Issuance of Citations for Violations of Town Ordinances.

Ordinance Title or Category

Offense

Deposit

Zoning Ordinance	Violation	\$75, plus current court costs
Failure to obtain a land use, sign or special exception permit	Violation	Cost of the permit is two (2) times the ordinary fee, plus current court costs
Junked Vehicles & Appliance on Private Property (Ordinance 12-03)	Violation	\$50, plus current court costs
Behavior of Animal Ordinance (Ordinance 00-03)	Violation	First Offense: \$50, plus current court costs Second Offense: \$100, plus current

		court costs Subsequent Offenses: \$200, plus current court costs \$50 for impound fee
Adult Entertainment Ordinance	Violatio n	Not less than \$100 and not more than \$500 per violation, plus current court costs
Outdoor Burning Ordinance	Violatio n	First Offense: Warning Letter Second Offense: \$50, plus current court costs Subsequent Offenses: \$200, plus current court costs
Swing Away Mailbox Ordinance	Violatio n	\$75, plus current court costs
Snow and Debris Ordinance	Violatio n	\$50, plus current court costs
Driveway & Highway Access Ordinance	Violatio n	\$100, plus current court costs
Subdivision Ordinance	Violatio n	\$1000, plus current court costs
ATV & UTV Ordinance	Violatio n	As established by Wis. Stats. 23.33, plus current court costs
Intoxicating Liquor & Fermented Malt Beverages Ordinance	Violatio n	\$500, plus current court costs
Public Nuisance Ordinance	Violatio n	Second Offense: \$50, plus current court costs Subsequent Offenses: \$100, plus current court costs
Temporary Vendor Ordinance	Violati on	\$50, plus current court costs

BE IT FURTHER RESOLVED, that Resolution 14-32 be repealed; and
BE IT FURTHER RESOLVED, that this schedule shall become effective upon passage and posting thereof.

Mr. Alt presented amendments to the Town’s Zoning Ordinance No. 1, Chapter V regarding signs. The amendments were reviewed and the first reading was had. The two new road agreements for boundary roads with the Town of Osceola, one for minor road maintenance and one for major road maintenance were reviewed. Behning/Dorsey **moved** to adopt Resolution 15-01 approving the minor road maintenance agreement and the major road maintenance agreement with the Town of Osceola. Supervisor Beistle **moved** to table Resolution 15-01 until the April board meeting; **motion failed** due to lack of second. The **motion for Resolution 15-01 carried** on a roll-call vote, 4-1(Yeas: Dorsey, Behning, Vitalis, Palmer; Nays: Beistle).

Resolution 15-01

A RESOLUTION APPROVING THE MINOR ROAD MAINTENANCE AND MAJOR ROAD MAINTENANCE AGREEMENT BETWEEN THE TOWN OF OSCEOLA AND THE TOWN OF ST. CROIX FALLS
WHEREAS, the Town of Osceola and the Town of St. Croix Falls share common boundaries on portions of

120th Avenue and Summit Street; and

WHEREAS, a Road Maintenance Agreement dated January – February 1994, is no longer current.

THEREFORE BE IT RESOLVED, that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, ratifies and approves the 2015 Minor Road Maintenance Agreement and Major Road Maintenance Agreement between the Town of Osceola and the Town of St. Croix Falls; and

BE IT FURTHER RESOLVED, that Road Maintenance Agreement dated January – February 1994, be rescinded; and

BE IT FURTHER RESOLVED, that the 2015 Minor Road Maintenance Agreement and Major Road Maintenance Agreement be made part of this Resolution by reference and attached hereto.

Minor Road Maintenance Agreement

This Minor Road Maintenance Agreement (“Agreement”) is entered into by and between the **Town of Osceola** (“Osceola”) and the **Town of St. Croix Falls** (“St. Croix Falls”) effective as of March 18, 2015 (“Effective Date”).

RECITALS:

WHEREAS, Osceola and St. Croix Falls share common boundaries some of which contain roadways which are approximately one-half in Osceola and one-half in St. Croix Falls, and

WHEREAS, both jurisdictions are responsible for maintaining their respective sections of the roadway; and

WHEREAS, both jurisdictions would like to increase the efficiency of the minor maintenance operation and allocate the state maintenance dollars equitably, and

WHEREAS, pursuant to Wis. Stat. 66.0301 the parties have the authority to contract with each other for the purpose of providing services and jointly exercising their respective powers to take care of roadways.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

1. Definitions.

(A) **Minor Road Maintenance.** “Minor Maintenance” means brushing and mowing; snow and ice control; and snow plowing.

2. **Term.** Commencing on the Effective Date and continuing for a term of ten (10) years, which term shall be automatically renewed upon the same terms as set forth herein unless thirty days prior to December 31 either party notifies the other in writing of its intent to terminate this agreement.

3. Affected Streets.

(A) **Minor Road Maintenance – Roadway to be Maintained by Osceola.** Osceola shall perform the Minor Maintenance on the following sections of Roadway:

(i) **Poplar Lane for second half of the agreement commencing on the sixth year of the agreement and every other five years thereafter.**

(B) **Minor Road Maintenance – Roadway to be Maintained by St. Croix Falls.** St. Croix Falls shall perform the Minor Maintenance on the following sections of Roadway:

(i) **Summitt Road (Village of Dresser portion)**

(ii) **Poplar Lane for the first five years and every other five year period thereafter.**

4. **Default.** It shall be an act of Default (“Default”) under this Agreement with respect to a party if such party:

(A) fails to perform any of its obligations under this Agreement, or rectify any breach of any covenant or other undertaking by such party in this Agreement; or

(B) a party ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceeding; or

(C) in rendering the services under this Agreement, a party fails to conduct itself in a professional and workmanlike manner consistent with other services in Northwestern Wisconsin.

5. **Indemnification.** Each party will indemnify, defend and hold harmless the other party and its officers, board members, employees, agents, consultants, advisors, accountants, financial advisors, legal counsel or other representatives (“Representatives” and collectively, with the party, the “Indemnified Persons”), and will reimburse the Indemnified Persons for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys’ fees and expenses) or diminution of value, whether or not involving a third-party claim (collectively, “Damages”), arising from or in connection with (with respect to a party):

i. Any event of Default by such party pursuant to this Agreement;

ii. Any breach of any covenant or obligation of such party in this Agreement;

iii. Any of the services provided by such party pursuant to this Agreement; or

iv. Any willful misconduct or negligence of such party or any of its officers, board or council members, agents, representatives, contractors or employees.

6. General.

(A) **Governing Law.** This Agreement will be governed by and constructed under the laws of the State of Wisconsin without regard to conflicts-of-laws principles that would require the application of any other law.

(B) **Venue.** Any suit, action or proceeding with respect to this Agreement shall be brought exclusively in the Wisconsin state courts of competent jurisdiction in Polk County, Wisconsin or United States District Court located in the City of Madison.

(C) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

(D) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and no statement, promise or inducement made by either party, or an agent or either party, that is not contained in the Agreement will be valid or

binding on the parties hereto. This Agreement may not be renewed, enlarged, modified, or extended except by the written approval of both parties. Unless renewed or extended, this Agreement will automatically expire on the Expiration Date. Once effective, this Agreement terminates and supersedes any prior agreements between the parties.

- (E) **Insurance.** Upon request, each party will provide the other party with certificates of insurance evidencing that such party has obtained (and is maintaining during the term of this Agreement) policies of insurance that are standard for municipalities in Northwestern Wisconsin.
- (F) **Prior Agreement.** Effective upon the Effective Date, that certain agreement regarding minor road maintenance dated February 8, 1994, between the Town of St. Croix Falls and the Town of Osceola that that portion of the February 8, 1994, agreement be and hereby is terminated.

IN WITNESS WHEREOF, the undersigned have signed this Agreement to be effective as of the Effective Date.

Major Road Maintenance Agreement

This Major Road Maintenance Agreement ("Agreement") is entered into by and between the **Town of Osceola** ("Osceola") and the **Town of St. Croix Falls** ("St. Croix Falls") effective as of March 18, 2015 ("Effective Date").

RECITALS:

WHEREAS, Osceola and St. Croix Falls share common boundaries some of which contain roadways which are approximately one-half in Osceola and one-half in St. Croix Falls, and
WHEREAS, both jurisdictions are responsible for maintaining their respective sections of the roadway; and
WHEREAS, both jurisdictions would like to increase the efficiency of the maintenance operation and allocate the state maintenance dollars equitably, and

WHEREAS, pursuant to Wis. Stat. 66.0301 the parties have the authority to contract with each other for the purpose of providing services and jointly exercising their respective powers to take care of roadways.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

7. Definitions.

(B) **Major Road Maintenance.** "Major Maintenance" means repaving, seal coating, patching, crack filling, shouldering, and signage, when necessary.

8. **Term.** Commencing on the Effective Date and continuing until the date which is thirty (30) days after one party provides the other party with written notice of such party's cancellation of this Agreement, the parties will maintain certain portions of the roadways in the manner set forth below.

9. Affected Streets.

(A) **Prior to resurfacing of 120th Avenue between County Road Y and 208th Street.**

1.) **Major Road Maintenance - Roadways to be Maintained by Osceola.** Osceola shall perform the Major Maintenance on the following sections of Roadway:

(i) **120th Avenue:** between County Road Y and 208th Street. Of the 1 mile Osceola will be maintaining, St. Croix Falls is currently receiving .5 miles in state road aid.

2.) **Major Road Maintenance - Roadways to be Maintained by St. Croix Falls.** St. Croix Falls shall perform the Major Maintenance on the following section of Roadway:

(i) **Summit Road:** from 220th Street west to the Village of Dresser limits. Of the .82 miles Osceola is currently receiving .55 miles road aid.

(C) **After the resurfacing of 120th Avenue between County Road Y and 208th Street.**

1.) **Major Road Maintenance – Roadways to be Maintained by Osceola.** Osceola shall perform the Major Maintenance on the following sections of Roadway in which they receive state road aid on.

(i) **120th Avenue:** from 208th Street .5 miles east.

(ii) **Summit Road:** beginning after .27 miles west of 220th Street for .55 miles.

2.) **Major Road Maintenance – Roadways to be Maintained by St. Croix Falls.** St. Croix Falls shall perform the Major Maintenance on the following section of Roadway in which they receive state road aid on.

(i) **120th Avenue:** from County Road Y .5 miles west.

(ii) **Summit Road:** from 220th Street .27 miles west.

10. **Default.** It shall be an act of Default ("Default") under this Agreement with respect to a party if such party:

(D) fails to perform any of its obligations under this Agreement, or rectify any breach of any covenant or other undertaking by such party in this Agreement; or

(E) a party ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceeding; or

(F) in rendering the services under this Agreement, a party fails to conduct itself in a professional and workmanlike manner consistent with other services in Northwestern Wisconsin.

11. **Indemnification.** Each party will indemnify, defend and hold harmless the other party and its officers, board members, employees, agents, consultants, advisors, accountants, financial advisors, legal counsel or other representatives ("Representatives" and collectively, with the party, the "Indemnified Persons"), and will reimburse the Indemnified Persons for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising from or in connection with (with respect to a party):

v. Any event of Default by such party pursuant to this Agreement;

vi. Any breach of any covenant or obligation of such party in this Agreement;

vii. Any of the services provided by such party pursuant to this Agreement; or

viii. Any willful misconduct or negligence of such party or any of its officers, board or council members, agents, representatives, contractors or employees.

12. General.

- (G) **Governing Law.** This Agreement will be governed by and constructed under the laws of the State of Wisconsin without regard to conflicts-of-laws principles that would require the application of any other law.
 - (H) **Venue.** Any suit, action or proceeding with respect to this Agreement shall be brought exclusively in the Wisconsin state courts of competent jurisdiction in Polk County, Wisconsin or United States District Court located in the City of Madison.
 - (I) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
 - (J) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and no statement, promise or inducement made by either party, or an agent or either party, that is not contained in the Agreement will be valid or binding on the parties hereto. This Agreement may not be renewed, enlarged, modified, or extended except by the written approval of both parties. Unless renewed or extended, this Agreement will automatically expire on the Expiration Date. Once effective, this Agreement terminates and supersedes any prior agreements between the parties.
 - (K) **Insurance.** Upon request, each party will provide the other party with certificates of insurance evidencing that such party has obtained (and is maintaining during the term of this Agreement) policies of insurance that are standard for municipalities in Northwestern Wisconsin.
 - (L) **Prior Agreement.** Effective upon the Effective Date, that certain agreement regarding road maintenance dated February 8, 1994, between the Town of St. Croix Falls and the Town of Osceola be and herby is terminated.
- IN WITNESS WHEREOF,** the undersigned have signed this Agreement to be effective as of the Effective Date.

The drafted language for the Town's Employee Handbook requiring a commercial driver's license and medical card was reviewed. Behning/Vitalis **moved** to approve the following language to be added to the Employee Handbook: ***CDL (Commercial Driver's License) Requirement and Medical Card - The Town of St. Croix Falls requires that any employee operating a town commercial motor vehicle have a valid CDL (Commercial Driver's License) and medical card. No employee is permitted to operate a town commercial motor vehicle without such CDL and medical card. Drivers are responsible for having their Medical Examiner's Certificates with them at all times. The expense of obtaining the initial CDL endorsement and the initial Medical Examiner's Certificate is the responsibility of the employee. Renewal of DOT Medical Examiner's Certificate - Drivers shall notify the Town Clerk at least 30 days prior to the expiration of the Medical Examiner's Certificate. Driving without a valid, current, DOT card is not permitted. After an employee has acquired an initial CDL and Medical Examiner's Certificate, the Town of St. Croix Falls will reimburse the employee for the expense of renewing the Medical Examiner's Certificate as necessary. For any employee that was previously exempted from holding a medical card prior to the date of this requirement, the Town of St. Croix Falls will reimburse that employee for the cost of the initial medical examination and Medical Examiner's Certificate;*** **motion carried.** Lawn care service quotes were reviewed. Dorsey/Vitalis **moved** to approve Lake Services Unlimited quote for lawn mowing services at a rate of \$52.50 per cutting; **motion carried** on a unanimous roll-call vote, 5-0. Behning/Vitalis **moved** to approve Turf Management Specialties quote for a one time application of crabgrass pre-emergent and post emergent broadleaf herbicide at a rate of \$140.00; **motion carried** on a unanimous roll-call vote, 5-0. The clerk informed the Board that there is a county assessment proposal included in the State budget bill. Behning/Vitalis **moved** to approve Resolution 15-13 opposing the county assessment; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 15-13

Resolution in Opposition to County Assessment

WHEREAS, the Wisconsin Department of Revenue (DOR) proposes to change from municipal assessment to county assessment that requires 100% assessment of every property every year; and

WHEREAS, this proposal will cause an unfathomable waste of taxpayer dollars through extraordinary cost increases; and

WHEREAS, citizens will only be able to access a few Board of Review proceedings throughout an entire county, which significantly decreases the ability of local knowledge to create accuracy in the assessment process; and

WHEREAS, towns, cities, and villages are no longer in control of their own costs because the county will just send them a bill; and

WHEREAS, the proposal is an unprecedented intrusion into local government by requiring the state to suggest a salary range for their assessment director and work with the county to set a county budget and number of employees; and

WHEREAS, the DOR has cited assessor problems as part of their rationale, but has never revoked an assessor license despite having the authority; and

WHEREAS, over the last five years the DOR has already required additional work and detailed information from assessors to improve the process; and

WHEREAS, this proposals kills private sector jobs and grows public sector jobs; and

WHEREAS, the DOR cites that Wisconsin is one of few states that has municipal assessment, but forgets to note the strong leadership of Wisconsin citizens, our state's dedication to local input, and the simple lack of town government in many states;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin does hereby oppose the implementation of county assessment in Wisconsin and asks for the proposal to be removed from the budget; and

BE IT FURTHER RESOLVED, that Towns are and have always been willing to work with the State of Wisconsin, fellow local government groups, and other stakeholders to continually improve the assessment process.

The annual meeting agenda was reviewed. Discussion was had on road ditch clean up. Behning/Dorsey **moved** to approve publication for Spring Road Ditch Clean Up; **motion carried** on a unanimous roll-call vote, 5-0.

No closing public comment was had.

The Chair read the call for executive session per Wisconsin Statutes 19.85(1) (c) to perform an employee's annual evaluation and review personnel. Beistle/Behning **moved** to recess the open session and convene in closed session pursuant to Wis.Stats. 19.85(1) (c) for the purpose of conducting an employee evaluation and review of personnel; **motion carried** on a unanimous roll-call vote, 5-0, and the meeting recessed at 8:34 p.m.

The Town board reconvened in open session at 9:46 p.m. with the Board members and legal counsel being present. The remainder of the minutes were recorded by Supervisor Beistle.

Behning/Vitalis, **moved** to approve a compensation adjustment for the town clerk as follows: 1) a wage increase of two and one-half percent (2 ½%) bringing the hourly rate to \$19.52; and 2) for the next year of employment eight additional hours of personal time-off; **motion carried** unanimously on a roll call vote, 5-0.

Behning/Vitalis **moved** pursuant to Wis. Stat. 19.85(1)(b) to consider termination of a town employee and pending that closed session instruct the Town Board Chairperson as the employee's supervisor to not call him in during the time of suspension; **motion carried**.

There being no further business, Dorsey/Behning **moved** to adjourn; **motion carried** and the meeting adjourned at 9:50 p.m.

Minutes prepared by Janet Krueger, Town Clerk
And James Beistle, Town Board Supervisor