

## REGULAR TOWN BOARD MEETING, April 20, 2022

The regular meeting of the Town Board of the Town of St. Croix Falls was called to order by Chairman Mike Dorsey at 6:00 p.m. on Wednesday, April 20, 2022, at the Town Hall. Proper notice was given as the agenda was posted at the town hall and on the town's website April 14, 2022. The Pledge of Allegiance was said. Present by roll call were supervisors Katie Appel, Will Bergmann, Jeremy Hall and Sharon Kelly. Also present were town clerk Janet Krueger, public works employee Steve Jacobs and legal counsel Adam Jarchow. Others in attendance for portions of the meeting were James Beistle. Bergmann/Kelly **moved** to approve the agenda; **motion carried**. Hall/Kelly **moved** to approve the minutes as printed for the March 16, 2022, regular town board meeting; **motion carried**.

No public comment was had.

Committee, Commission and Employee Reports: The treasurer's report was reviewed. Receipts for the period ending March 31, 2022, amounted to \$361.55, cash balance on March 31, 2022, was \$360,725.04. Mr. Jacobs gave the highway report. Ms. Krueger presented the clerks report. Kelly/Appel **moved** to approve payment of vouchers #22-075 through #22-105 amounting to \$29,022.09; **motion carried** on a unanimous roll-call vote, 5-0. The 2022 year to date budget summaries were reviewed. The zoning administration logs were reviewed. There were no supervisor or chairman reports.

New Business: Kwik Trip is working on obtaining easements for a potential frontage road so no update or agreement has been presented at this time. Once an agreement with Kwik Trip is presented work will begin on a Cooperative Boundary Agreement with the City of St. Croix Falls. The Fahrner representative was unable to attend the meeting. Materials that were going to be presented will be sent to board members via email. Discussion was had on spraying for invasive weeds in the road right-of-ways. Kelly/Hall **moved** to approve the spraying of weeds in the road right-of-ways up to half the total town acreage in one day of operation; **motion carried** on a unanimous roll-call vote, 5-0. Discussion was had on 2022 road work. Discussion was had on selling the old Cat 12 grader. A request for bids on the Cat 12 grader will be published in the Advertiser. Kelly/Appel **moved** to adopt Resolution 22-12 appointing the town clerk for a two year term; **motion carried** on a unanimous roll-call vote, 5-0.

### Resolution 22-12

#### A RESOLUTION APPOINTING A TOWN CLERK FOR THE TOWN OF ST. CROIX FALLS

WHEREAS the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, pursuant to Wis. Stats. 60.30(1e) adopted Ordinance 06-04 that the office of the town clerk shall be filled by appointment; and

WHEREAS the Town electors of the Town of St. Croix Falls on November 7, 2006, passed a town referendum approving the office of town clerk to be filled by appointment.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, does hereby appoint Janet Krueger as the Town of St. Croix Falls "Town Clerk" for a two year term effective April 20, 2022.

Appel/Bergmann **moved** to adopt Resolution 22-13 appointing alternate board of review members; **motion carried** on a unanimous roll-call vote, 5-0.

#### Resolution 22-13

A RESOLUTION APPOINTING ALTERNATE MEMBERS TO THE BOARD OF REVIEW FOR THE TOWN OF ST. CROIX FALLS

WHEREAS one of the changes to Wisconsin Statute Section 70.47 authorized the removal of Board of Review members for individual cases under specific circumstances, and

WHEREAS Section 70.47 (6m)(c) authorizes the appointment of alternate members to serve on the Board of Review when standing members are removed from individual cases, and

WHEREAS a standing member of the Board of Review may voluntarily remove himself/herself due to a possible conflict of interest or unable to serve for any other reason;

THEREFORE BE IT RESOLVED that the Town Board for the Town of St. Croix Falls, pursuant to Wisconsin Statute section 70.47 (6m)(c) and Section 70.46 (1), hereby appoints the following electors of the Town of St. Croix Falls as alternate Board of Review members:

Alternate 1: James H. Beistle, and

Alternate 2: Frank Behning

BE IT FURTHER RESOLVED that these appointments be effective immediately and run through the Monday before the third Tuesday of April 2023.

BE IT FURTHER RESOLVED that the Town Board of the Town of St. Croix Falls authorizes the per diem for the alternate members attending the Board of Review be set at eight dollars (\$8.00) per hour.

Appel/Kelly **moved** to adopt Resolution 22-14 approving the 2022 Reimbursement Agreement with the Deer Lake Improvement Association for the Deer Lake intern position(s) and portable toilet at the Deer Lake boat landing; **motion carried** on a unanimous roll-call vote, 5-0.

#### Resolution 22-14

A RESOLUTION APPROVING THE 2022 REIMBURSEMENT AGREEMENT WITH THE DEER LAKE IMPROVEMENT ASSOCIATION FOR THE DEER LAKE INTERN POSITION(S) AND PORTABLE TOILET AT DEER LAKE BOAT LANDING

WHEREAS, the Deer Lake Improvement Association has received an Invasive Species Education and Protection grant under the Clean Boats, Clean Waters program to conduct certain educational and prevention programs at Deer Lake; and

WHEREAS, the Deer Lake Improvement Association desires to avoid the expense and inconvenience of directly hiring the interns and managing payroll and other activities associated with paying the interns who will conduct the grant activities; and

WHEREAS, the Town of St. Croix Falls has the capability to hire the interns and provide payroll services; AND

WHEREAS, the Deer Lake Improvement Association would like the Town of St. Croix Falls share the cost of the two portable toilets rented for the boat landing from April thru October.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, will provide payroll services for the Deer

Lake Clean Boats, Clean Waters program in accordance with the 2022 Reimbursement Agreement Between the Deer Lake Improvement Association and the Town; and

BE IT FURTHER RESOLVED that the 2022 Reimbursement Agreement between the Deer Lake Improvement Association and the Town be effective upon signing and become part of this enacting resolution.

**Reimbursement Agreement**  
**Between Deer Lake Improvement Association and**  
**the Town of St. Croix Falls**  
**For the Deer Lake Intern Position and**  
**Portable Toilet at the Deer Lake Boat Landing**

This REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into effective as of this 20th day of April, 2022 (“Effective Date”) by and between the Town of St. Croix Falls, Wisconsin (“Town”) and the Deer Lake Improvement Association (“Association”).

WHEREAS, the Association has received an Invasive Species Education and Protection grant (“Grant”) under the Clean Boats Clean Waters program in order to conduct certain educational and prevention programs at Deer Lake (“Grant Activities”);

WHEREAS, the Association will use the Grant funds to, among other things, reimburse the Town, which will hire interns to conduct the Grant Activities;

WHEREAS, the Association desires to avoid the expense and inconvenience of directly hiring the interns and managing payroll and other activities associated with paying the interns who will conduct the Grant Activities (“Services”);

WHEREAS, the Town has the capability to hire the interns and provide the Services;

WHEREAS, the Association desires the Town to hire the interns and provide the Services and the Town is willing to hire the interns and provide the Services upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the matters set forth above, the promises made by the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Employment of Interns. The Town agrees that unless such employment is earlier terminated by the Town (at its discretion), during the Term (as hereinafter defined), the Town will employ the interns to conduct the Grant Activities; provided, however, it is acknowledged and agreed that this Agreement is not, and does not constitute, an employment agreement between the Town and any such intern.

2. Provision of Services. During the Term of this Agreement, the Town agrees to provide the Services to the Association upon the terms and conditions set forth in this Agreement.

3. Term and Termination. The term (“Term”) of this Agreement shall commence on the Effective Date and shall end upon the earlier of (a) the date on which the Association is no longer conducting the Grant Activities during the summer of 2022; or (b) September 30, 2022. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party. The Association’s payment obligations under Section 4 below, the acknowledgement and agreement of the Association set forth in Section 4 below and the Indemnification set forth in Section 5 below shall all survive the termination or expiration of this Agreement.

4. Payment for the Services. The Association shall pay the Town for providing the Services in an amount equal to \$34.00 per hour of time spent by Town personnel providing the Services. In addition, the Association shall provide to the Town no later than thirty (30) days from invoice date for the amounts

sufficient to pay all interns their wage for that pay period and all taxes and other expenses related to such payment. The Association shall reimburse the Town for all reasonable costs and expenses incurred by the Town in connection with providing the Services, including any increase in the Town's insurance expense related to the this Agreement. In addition, the Association shall provide to the Town no later than thirty (30) days from invoice date the rental fee for one of the two portable toilets rented for the boat landing for the months of April thru October.

5. Indemnification. The Association agrees to indemnify, defend and hold the Town and its officers, board members, employees, agents, representatives and contractors ("Indemnified Parties") harmless from and against any loss, cost, expense, fee, liability, proceeding, litigation (including attorneys fees and costs) incurred or suffered by any of the Indemnified Parties arising from, or relating to, this Agreement, the Town's employment of the interns, the Services provided under this Agreement, and/or the conduct by the Association of the Grant Activities.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin applicable to contracts executed and fully performed within the State of Wisconsin, without regard to the conflicts of laws provisions thereof.

7. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when such counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Bergmann/Hall **moved** to approve portable toilets from Olson Sewer for the Deer Lake boat landing at (\$230.00) two hundred thirty dollars for two units per month; **motion carried** on a unanimous roll-call vote, 5-0. Kelly/Bergmann **moved** to amend Rules & Procedures Rule 5 "Posting Sites" with the addition of Super America and the deletion of Lampert's Lumber; **motion carried**. Appel/Kelly **moved** to approve Wisconsin Towns Association membership; **motion carried** on a unanimous roll-call vote, 5-0. The survey results were reviewed. A committee will need to be created to incorporate the survey results into the Comprehensive Plan.

The Town Board meeting recessed at 7:10 p.m. for the annual town meeting.

The Town Board meeting reconvened at 7:19 p.m. There was no public comment.

The chairman read the call for a closed session per Wisconsin State Statute 19.85(1) (c) for an annual employee performance review. Bergmann/Appel **moved** to adjourn to closed session at 7:20 p.m. per Wisconsin Statute 19.85 (1) (c) for an annual employee performance review; **motion carried** on a unanimous roll-call vote, 5-0.

The Town Board reconvened in open session at 7:42 p.m. with the board members and legal counsel present.

The board announced an annual performance review was conducted and the chairman will schedule time with the town clerk to review.

The chairman will request the public works employee to provide an update on the joint work agreement with the Town of Balsam Lake as part of the highway report for the May meeting.

The next regular town board meeting is scheduled for May 18, 2022, at 6:00 p.m.

There being no further business, Bergmann/Appel **moved** to adjourn the meeting; **motion carried** and the meeting was adjourned at 7:48 p.m.

Minutes prepared by Janet Krueger, town clerk and Sharon Kelly, Town Supervisor.