

REGULAR TOWN BOARD MEETING, October 19, 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, October 19, 2022, at the Town Hall. Proper notice was given as the agenda was posted at the town hall and on the town's website October 14, 2022. The Pledge of Allegiance was said. Present by roll call were chairman Mike Dorsey, 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 were Todd and Michelle Peterson; Bridget and James McMahon; Mike Sushoreba and Kathleen Melin. Appel/Kelly **moved** to approve the agenda; **motion carried**. Kelly/Appel **moved** to approve the minutes as printed for the September 21, 2022, town board meeting; **motion carried**.

Public comment: Kathleen Melin read a letter to the Board in opposition to the proposed zoning ordinance amendment to the racetrack special exception language.

Committee, Commission and Employee Reports: The treasurer's report was reviewed. Receipts for the period ending September 30, 2022, amounted to \$3,461.24, cash balance on September 30, 2022, was \$233,412.40. Mr. Jacobs gave the highway report. A resolution was presented to amend the 2022 budget. Kelly/Bergmann **moved** to adopt Resolution 22-34 amending the 2022 Budget; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 22-34

A RESOLUTION TO AMEND THE 2022 BUDGET
FOR THE TOWN OF ST. CROIX FALLS

WHEREAS the Town's highway expenses will exceed the amount budgeted in 2022; and
WHEREAS the Town of St. Croix Falls has sixty-four thousand, sixty-three dollars and forty-nine cents (64,063.49) left of American Rescue Plan Act (ARPA) funds in the Town's General Operations Fund.
THEREFORE BE IT RESOLVED by the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, that the sum of thirty thousand dollars (\$30,000.00) is hereby transferred from the General Operations Fund to be designated to the Highway expense account.

Ms. Krueger presented the clerks report. Bergmann/Hall **moved** to approve payment of vouchers #22-249 through #22-269 amounting to \$49,026.64; **motion carried** on a unanimous roll-call vote, 5-0. The 2022 year to date budget summaries were reviewed. The permit logs were reviewed. Supervisor Kelly stated the County Board is finalizing their budget with no anticipated tax increases. Supervisor Hall updated the Board on traffic counts on town roads.

New Business: Kelly/Bergmann **moved** to adopt Resolution 22-35 approving an Intergovernmental Boundary Agreement between the City of St. Croix Falls and Town of St. Croix Falls and giving legal counsel the ability to make minor corrections to the agreement if needed; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 22-35

A RESOLUTION APPROVING AN INTERGOVERNMENTAL BOUNDARY AGREEMENT BETWEEN THE
TOWN OF ST. CROIX FALLS AND THE CITY OF ST. CROIX FALLS

WHEREAS, the Town of St. Croix Falls and the City of St. Croix Falls have had discussions relative to the future growth of the City and the annexation by the City of portions of the Town; and
WHEREAS it is the desire of the parties that such future annexation occur in an orderly and cooperative manner, recognizing the governmental prerogatives of both the Town of St. Croix Falls and City of the St. Croix Falls; and

WHEREAS the Town of St. Croix Falls and the City of St. Croix Falls desire to enter into a general agreement pursuant to Wisconsin Statutes 66.0301.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls approves entering into an intergovernmental boundary agreement with the City of St. Croix Falls.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement between the Town of St. Croix Falls and the City of St. Croix Falls be effective upon signing and become part of this enacting resolution.

Intergovernmental Agreement

Between the Town of St. Croix Falls and the City of St. Croix Falls

THIS AGREEMENT is made by and between the Town of St. Croix Falls ("the Town"), a Wisconsin Town located in Polk County, Wisconsin, and the City of St. Croix Falls ("the City"), a Wisconsin City located in Polk County, Wisconsin.

RECITALS

A. The Town and the City have had discussions relative to the future growth of the City and the future annexation by the City of portions of the Town.

B. It is the desire of the parties that such future annexation occur in an orderly and cooperative manner, recognizing the governmental prerogatives of both parties.

C. The City and the Town desire to enter into a general agreement pursuant to Wisconsin Statutes 66.0301.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the parties agree as follows:

1. Establishment of Development Boundary

Attached as Exhibit A are maps of the Boundaries between the Town and City as of the effective date of this Agreement ("2022 Maps"), East of Glacier Drive or the extension thereof.

2. Actions Relating to Properties Inside the Boundary

The parties agree that from and after the effective date of this Agreement, the City may annex property as permitted by Wisconsin Statutes.

3. Actions Relating to Properties Outside the Boundary.

For areas within the Town and outside the Boundary and East of Glacier Drive or the extension thereof, annexations may occur as permitted by Wisconsin Statutes, provided the Town consents via a majority of the Town Board.

4. Additional Planning, Cooperation, and Consultation Provisions.

The parties, in order to promote cooperation in future development activities, further agree as follows:

(a) Advance Notice. The City shall provide advance written notification to the Town of any application for annexation outside the City. Said notice shall be mailed at least 10 days prior to any meeting of the City's Plan Commission at which any such annexation is to be discussed or considered. The City recognizes the benefits of communication and cooperation on annexation efforts regarding this notice; however, the failure to provide this notice to the Town does not invalidate any annexation proceedings conforming to State Statute.

(b) Maintenance. There is a frontage road extending East from Kwik Trip property for approximately ½ mile (just to the south of Highway 8) ("Frontage Road"). The Town agrees to maintain the Frontage Road in all respects, until the time that it requires full replacement of asphalt or concrete. At that time, if the City has not annexed the majority of the parcels along the Frontage Road, the Town and the City will share in

the costs based on the percentage of the property abutting the Frontage Road lying within each entity's jurisdiction. The obligations in Paragraph 3(b) shall survive the expiration or termination of this Agreement.

(c) Revenue Sharing. In the event that during the term of this Agreement, the City annexes any of the property shown in Annexation Area 1-A, the City agrees that after the Town receives any revenue from such annexed property, required by statute, that the City will provide to the Town a payment equal to the Town's mill rate at the time of annexation multiplied by the property's current assessed value, divided by 1,000, in each of the next five years.

5. Term.

The term of this Agreement shall commence upon approval by the governing bodies of both parties and the execution of this Agreement by the authorized representatives of both parties and shall extend for 10 years from commencement of the term, unless extended or modified by mutual agreement of the parties.

6. Binding Effect.

This Agreement shall bind, and accrue to the benefit of, all successors of the parties, whether one or more. For example, if a part of the Town should be incorporated, both the incorporated and unincorporated entities shall be considered to be parties bound by the terms of this Agreement. Except as to the rights of owners of land in the Town and except as otherwise expressly set forth herein, this Agreement is for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity.

7. Recording.

A notice of this Agreement may be recorded with the Polk County Register of Deeds by either party.

8. Dispute Resolution.

(a) The parties acknowledge that this Agreement was created to prevent or minimize resort to litigation over the issues dealt with herein. In that spirit, the parties to agree to make good faith efforts to apply and cooperate with alternative dispute resolution methods, voluntary or Court-encouraged, when disagreements arise, and to encourage property owners and electors who may assert standing to litigate with respect to the Agreement or its implementation to do so as well.

(b) Before engaging in any litigation in relation to this Agreement, the parties shall engage in a mediation process as follows:

(1) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.

(2) Either representative thus designated may ask for the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request, a qualified mediator will be appointed by the chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin or, if the chairperson fails to appoint a mediator, by the American Arbitration Association.

(3) The mediation session shall take place within 30 days of the appointment of the respective representatives designed by the parties, or the designation of a mediator, whichever occurs last.

(4) The mediator thus named shall not have the authority to impose a settlement upon the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. Such mediation sessions shall be private and limited to the designated representatives of the parties and the mediator except as may be necessary to comply with the Wisconsin Open Meetings law. The expenses of the mediator, if any, shall be borne equally by the parties.

9. Remedies

(a) Either party may seek specific performance of this Agreement in addition to any other remedies available at law or in equity.

(b) The breaching party shall pay the other party's attorney's fees and expenses reasonably incurred in seeking remedies for the breach.

(c) If the breach involves development or annexation or a challenge to an annexation, all taxes, assessments, and other revenues realized by the breaching party from the subject property during the remaining term of this Agreement shall be paid to the other party.

10. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements, and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the parties, and the fact that one or more of its provisions was drafted by one party or the other shall not be construed to the benefit or detriment of either party.

11. Authority.

Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Copies of the resolutions of the City's Common Council and the Town's Board authorizing this Agreement are attached to this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

A request for a minor subdivision of parcel #044-00242-0000 located at 2123 160th Avenue was presented. Hall/Kelly **moved** to adopt Resolution 22-36 approving a minor subdivision of parcel #044-00242-0000 into two lots; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 22-36

**A RESOLUTION APPROVING A MINOR SUBDIVISION
IN THE TOWN OF ST. CROIX FALLS – GEORGIA E. ANDRIA PARCEL**

WHEREAS Georgia E. Andria, owner of real property in the SW ¼ of SE ¼ of Section 9, T34N, R18W, identified as Tax Parcel No. 044-00242-0000 and located at 2123 160th Avenue, and

WHEREAS the owner has proposed dividing the current 16.79 acres, more or less, into two parcels, remaining parcel (Lot 1) consisting of 13.56 acres and the new parcel (Lot 2) consisting of 3.23 acres; and

WHEREAS the Plan Commission of the Town of St. Croix Falls held a public hearing on October 12, 2022, and after reviewing the request recommends Town Board approval.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, does approve the creation of a minor subdivision from Tax Parcel No. 044-00242-0000 into two parcels, one parcel (Lot 1) consisting of 13.56 acres and (Lot 2) consisting of 3.23 acres; and

BE IT FURTHER RESOLVED that the Town Board authorizes a Town Representative to sign the "Polk County Subdivision Ordinance Town Board Check List", and

BE IT FURTHER RESOLVED that the Town Board requests the Polk County Land Information Office to review and approve the creation of this minor subdivision, and

BE IT FURTHER RESOLVED that the subdivider provide the Town with a copy of the Certified Survey Map after same has been recorded in the Polk County Register of Deeds Office.

An application for eleven mobile storage units at 2174 US Highway 8 was presented. Kelly/Bergmann **moved** to adopt Resolution 22-37 approving eleven mobile storage units at parcel #044-00905-010 located at 2174 US Highway 8; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 22-37

A RESOLUTION APPROVING 11 MOBILE STORAGE CONTAINERS ON PARCEL #044-00905-0010 – COMMERCIAL DISTRICT

WHEREAS, Jason Water, for Rainmaker Enterprises (FF) LTD, owner of real property in the Town of St. Croix Falls, is requesting to place eleven mobile storage containers on parcel #044-00905-0010, Section 34, located at 2174 US Highway 8; and

WHEREAS, the Town of St. Croix Falls Zoning Ordinance No. 1, Chapter III, Section E, 2. a. states “if an applicant desires more than one mobile storage container per parcel, the request shall come before the Town Board for consideration and possible approval”.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, approves the placement of eleven mobile storage containers on parcel #044-00905-0010, Section 34, located at 2174 US Highway 8; and

BE IT FURTHER RESOLVED that the Town Clerk be authorized to issue the permit for the two mobile storage containers.

The First reading was had on the Zoning Ordinance No. 1, Chapter III, Section C, 2-Agricultural District, Special Exception amendment for racetrack to read as “**Racetrack *or similar uses***; provided however, no racetracks ***or similar uses*** will be permitted on any parcel unless a racetrack was previously located on that parcel.” Discussion was had on proceeding with proposing a town levy increase. Bergmann/Kelly **moved** to adopt Resolution 22-38 proposing exceeding the levy limit via a special town elector meeting; **motion carried** on a unanimous roll-call vote, 4-1 (Yeas: Appel, Bergmann, Dorsey, Kelly; Nays: Hall).

Resolution 22-38

RESOLUTION OF TOWN BOARD PROPOSING EXCEEDING LEVY LIMIT VIA SPECIAL TOWN ELECTOR MEETING

Whereas, the State of Wisconsin has imposed levy limits on town, village, city and county levies for 2022 and thereafter under s. 66.0602 of Wis. Statutes;

Whereas, s. 66.0602 of Wis. Statutes limits the allowable local levy for 2022 to a percentage increase of no more than the greater of (a) 0% of the 2021 payable 2022 adjusted actual levy as calculated under the state's levy limit law* or (b) a percentage equal to the percent change in equalized value due to net new construction less improvements removed, which for the Town of St. Croix Falls is 1.023 percent;

Whereas, the Town Board of the Town of St. Croix Falls, Polk County believes that for the 2022 tax levy (collected in 2023) it is in the town's best interest to exceed the state levy limit as described above by a greater percentage than 1.023 percent.

Whereas, the Town of St. Croix Falls 2021 payable 2022 adjusted actual levy is \$505,992; and further whereas the state law would limit the increase to \$5,176.30 for an allowable town tax levy before adjustments for 2022 (collected in 2023) of \$509,429.

Now Therefore the Town Board of the Town of St. Croix Falls, Polk County does hereby resolve and order as follows:

1. The town board supports an increase in the town tax levy for 2022 that will exceed the amount allowed by the state levy limit.
2. The town board directs that the question of increasing the allowable town tax levy for 2022 (to be collected in 2023) by 39.26 percent, which would increase the town levy by \$200,000 for a total town tax levy (after adjustments) of \$709,429, shall be placed on the agenda for the special town elector meeting to be held on November 16, 2022.

Appel/Kelly **moved** to adopt Resolution 22-39 setting the date and location for the public hearing on the proposed 2023 budget and calling a special town meeting of the electors; **motion carried** on a unanimous roll-call vote, 5-0.

Resolution 22-39

A RESOLUTION TO SET DATE, TIME, AND LOCATION OF PUBLIC HEARING ON THE PROPOSED 2023
BUDGET FOR THE TOWN OF ST. CROIX FALLS
AND TO CALL A SPECIAL MEETING OF THE ELECTORS
OF THE TOWN OF ST. CROIX FALLS

WHEREAS, Wisconsin Statute 65.90 requires a public hearing on the annual budget for a Town; and
WHEREAS, Wisconsin Statutes requires the calling of a special Town meeting to approve and adopt
the tax levy;

THEREFORE BE IT RESOLVED, that the Town Board of the Town of St. Croix Falls, Polk County,
pursuant to Wisconsin Statute 65.90 calls a public hearing on the proposed 2023 budget for the Town of St.
Croix Falls in Polk County to be held on 16th day of November, 2022, commencing at 7:00 p.m. at the Town
Hall;

BE IT FURTHER RESOLVED, that the Town Board of the Town of St. Croix Falls Calls pursuant to
Wisconsin Statutes 60.12(1)(c) a special town meeting of the electors on 16th day of November, 2022, to
begin immediately following completion of the public hearing on the proposed 2023 Budget, for the following
purposes;

1. To consider the adoption of a resolution by the electors at the town meeting endorsing a town board resolution which proposes that the town levy exceed the state allowable levy limit under Wisconsin Statute 66.0602, specifically a proposed tax levy which would exceed the allowable town tax levy for 2022, before adjustments, by 39.26 percent for a dollar increase of \$200,000.
2. To approve the 2022 town tax levy (to be collected in 2023), pursuant to Wisconsin Statutes 60.10(1) (a).
3. To approve combining the offices of the town clerk and town treasurer per Wisconsin State Statutes 60-305(1)(a).

A brochure requesting the support of a levy increase was reviewed. Minor amendments were made and the brochure will be mailed as soon as printing is done. The board discussed citations for animals running at large – no action was taken. The Board reviewed the Wisconsin State Statue language regarding Class “B” highways for clarification.

There was no closing public comment.

The next regular town board meeting is scheduled for November 16, 2022, at 6:00 p.m. with the 2023 Budget Hearing and Special Town Meeting of Electors at 7:00 p.m.

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

Minutes prepared by Janet Krueger, town clerk.