

TOWN OF ARCADIA

Trempealeau County



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Nancy Rohn, Town Treasurer (608) 323-7063

Town of Arcadia Minutes of Regular Board Meeting Monday, March 3, 2014 at 7:00 p.m.

The board meeting was called to order by Chairman Ronald Tuschner at 7:04 p.m. Open meeting certifications were met. Roll call was taken. Board members present: Chairman Ronald Tuschner and Supervisor Mike Wineski. Supervisor Ivan Pronschinske was absent. Also present were the attached list of residents.

A motion was made by M. Wineski and seconded by R. Tuschner to adopt the agenda. The motion was carried unanimously with a voice vote.

The approval of the minutes of February 5, 2014 and February 17, 2014 were delayed to the next meeting.

A motion was made by M. Wineski and seconded by R. Tuschner to approve disbursements of March 3, 2014. The motion was carried unanimously with a voice vote.

M. Wineski led the Pledge of Allegiance.

At 7:07 p.m. R. Tuschner opened the floor to public comments for other topics that were not listed on the March 3, 2014, agenda. Kathy Lockington stated that the DNR had visited her home. She had questions on the acrylamides; does the Town of Arcadia get a list of companies that provide the acrylamides and if the acrylamides they are using are high or low grade; she would like this information in writing. She also asked if there is a committee that meets with the sand company and where/when/if that meeting would be held. Kathy's third point concerned water testing. She explained her situation: spending \$500.00 for testing for petroleum products, putting filters on the water softener due to sand issues; issues with the toilet; and putting filters on the furnace. What information is there on blasting or is there any reimbursement because of blasting? R. Tuschner made the second call for public comments and then a third call. He then closed the public comments at 7:10 p.m.

At this time R. Tuschner explained that comments on each agenda item should be kept to 2-3 minutes, be concise and to the point, and to speak loudly and clearly. Notes will be taken by him, the Clerk, and the tape recorder will be used to complete the minutes from tonight's meeting.

Ayres Associates Contract for Stevens Lane Over Tamarack Creek

M. Wineski stated that this was reviewed at the last meeting and there was an error in the original contract. It was corrected. A motion was made by M. Wineski and seconded by R. Tuschner to approve the contract as corrected. The motion was carried unanimously with a voice vote. R. Tuschner explained the error. The contract included 2 sites and the Board only wanted the Stevens Lane project. The cost was for a specific amount per site.

Amendment to the Guza Sand Mine by Superior Silica Sands

Jim Walker and Sharon Masek gave a presentation. See the attached PowerPoint notes for details. Last May EMES became a public corporation. They explained the Town of Arland Mine site; the process of the wet plant and the removal of the clay; the haul route to Winona for barge or rail transportation; recycling of water; little actual water usage; reclamation being completed right away; and 60 acres being disturbed at one time. The site layout was explained along with the processing details and plant layout. There are no supervisors. Instead there is a crew of 4 people that know all 4 jobs and the crew decides how the rotation of jobs will be completed. At 7:51 p.m. R. Tuschner opened up the floor to public questions. Jim Kulig asked about trucks operating 24/7. The time for trucks is 6 a.m. to 8 p.m. He had a concern for 250 trucks; is this one way for a total of 500 trucks; and where is the benefit to the neighbors. J. Walker confirmed that it would be 500 trucks. Deb Klaeser had questions on water, chemicals, recycling, and testing. J. Walker stated these are the same flocculants used in city drinking water; and this is not an issue, because little water is used. S. Masek stated that the scrubbers use plain water; flocculants are added to the clarifier to make the small pieces stick together; sediments are sampled, but how often this is done depends on the Town of Arcadia's request; the samples go to a certified lab; and there was an explanation of the acrylamides; and they are a food grade chemical. J. Walker stated there will be no discharge to streams; that all water will remain on the property. K. Lockington asked if a copy of the company that supplies the acrylamides and what type of acrylamides would be given to the Town of Arcadia. S. Masek responded that the County requires that information; if companies are changed the DNR is notified; if the Town of Arcadia asks for the information, it will be provided; and an explanation of the source of the acrylamides and high quality was given. The County is given the information on what and how much is used. The DNR keeps track of it. If the township asks for the information, we provide it. There is an annual report. She then talked about the grade they are currently using and the company that provides it. J. Walker welcomed all to visit the plant in Barron County. There were no further questions from the public. R. Tuschner announced that the Board re-did the road use agreement. In the agreement the road will be reconstructed to the Town of Arcadia's specification which are similar to County J, the hill will be taken down, there will be no cost to the Town of Arcadia, the care of the road for the duration of the mine will also be at no cost to the Town of Arcadia, and payment will be made at 10 cents per ton. M. Wineski stated that everyone knew that his chicken barn was located on the map. He talked about the Board's visit to the Barron County site. He had no concerns about noise or dust, has some concern over the trucks, but is not against this proposal. A motion was made by M. Wineski and seconded by R. Tuschner to approve the amendment to the Guza Sand Mine. In further discussion, R. Tuschner stated that the 3 Board members visited the Barron County site. In comparison to other industries, there was no dust; it was clean, no masks were worn; they follow MSHA rules; he was impressed with the plant; 1 truck leaves every 3-7 minutes; and this is located right in the village/town. The motion was carried unanimously with a voice vote. The Clerk was instructed to send a letter to the ELCU Committee at the County. R. Tuschner stated that the forms the people completed would be kept on record, but not read due to the time factor. D. Klaeser requested information on who to contact for a tour. S. Masek provided that information. At 8:13 p.m. R. Tuschner called for a short break.

Cleaning Person for Town of Arcadia Hall, Kitchen, and Office

At 8:21 p.m. R. Tuschner read the estimate submitted by Tammy Glandt for cleaning. She would charge \$60.00 per cleaning, charging the same amount each time. Her estimate is attached. T. Glandt would have to clean a couple of times to see how long it would take and then provide a contract with an amount between \$50.00 and \$60.00. Discussion followed on what would be included in the cleaning and walls/painting. A motion was made by M. Wineski and seconded by R. Tuschner to bring in Tammy Glandt to clean, find the cost, and then procedure with approving the hiring. The motion was carried unanimously with a voice vote. The Clerk was instructed to contact T. Glandt tomorrow.

Resolution from ALLEnergy Sand LLC

R. Tuschner read the attached resolution. Dean Sukowatey stated that their facility will be close to Superior Silica Sands with clarifiers, the difference would be no trucking, but have the use of conveyors. He proceeded to show the advertisement from the Arrow Shopper and the Trempealeau County Times. Funding would come through royalties from shipping sand. How could this be afforded? The advertisement example stated money would be saved by not trucking. R. Tuschner opened the floor to questions. Marlys Kolstad stated that when the agenda was posted she came to the Town of Arcadia office to look at the resolution and took notes. She had the following questions: Who authored this resolution? R.

Tuschner answered that it was authored by ALLEnergy. M. Kolstad addressed her questions to D. Sukowatey. Question: What does a presolution mean? D. Sukowatey stated that the attorneys wrote it and without going back to the context and reading the sentence in context, he couldn't explain it. M. Kolstad stated that it was the first word of the document; and clarified with R. Tuschner that it was the first word of the document. M. Wineski answered that it probably was a typographical error. M. Kolstad pointed out another typographical error. Question: Paragraph number 2 states that ALLEnergy has approached the City of Arcadia for annexation; who was approached. D. Sukowatey stated they approached the city attorney; the attorney spoke with members of the city council; and they will continue to have meetings with the city council and city attorney. M. Kolstad stated that she checked with city clerk's office and there is no record of any meeting. D. Sukowatey stated that they met with Terry Madden and members of the city council. Question: In one of the paragraphs it was stated that the Town Board was not in favor, but in August of 2013 this very Board approved ALLEnergy's proposal/project by a 2 to 1 vote. Is that correct? R. Tuschner stated that there was nothing wrong with that verbiage, because if it is a 2 to 1 vote on a 3 member board, each one of us has a right to vote his conscience. Does it mean that we are favoring sand mining? No, it does not. What was presented to us that night and the preceding meeting is how we voted. It doesn't mean we are in favor of that mine or any other mine, we voted on the context of what was presented to us. Question: When did the Board get this information? R. Tuschner got the information and put it on the Clerk's desk on February 26, 2014. M. Wineski responded that he had only seen it 10 minutes before the meeting. M. Kolstad asked if the Board had a chance to ask questions. M. Wineski answered no, but R. Tuschner stated that they will be asking questions and that is what this meeting is for, in public. Question: Has the Town of Arcadia's attorney seen this? R. Tuschner stated that he hasn't seen it because it wasn't presented to him. M. Kolstad stated that the Towns Association website says that a resolution should be reviewed by the Town's attorney before it is passed. R. Tuschner said it recommends. There have been other resolutions passed that we did not go to the attorney on. M. Wineski stated that it can be viewed by the attorney and it could be passed contingent on attorney approval. Henry Schultz asked about the royalty being up to \$150,000.00. Can it be zero? D. Sukowatey stated that the amount is contingent on the tonnage of sand shipped at 83 cents per ton; he explained how the amount was arrived at; this is just an estimate. H. Schultz asked if there was a contract between ALLEnergy and the Town of Arcadia which binds you to aid at a certain scale. D. Sukowatey stated that this was the proposal to the City of Arcadia. H. Schultz asked what the commitment to the Town was. D. Sukowatey said the commitment is in the pre-annexation agreement with the City, so that is our commitment to the proposal with the annexation. H. Schultz asked for clarification on paragraph 9 about no strings attached. D. Sukowatey stated that the Town of Arcadia can say at any time, no we don't want any royalties or funds; we don't want this agreement anymore; so that's what the no strings attached means. H. Schultz asked when this agreement would become enforceable. D. Sukowatey answered upon annexation. H. Schultz asked if it would then be in the form of writing. D. Sukowatey stated yes, absolutely; as I described earlier, based on the tonnage of sand that is shipped. Andy Schultz asked if the City of Arcadia received a proposal. D. Sukowatey responded, yes. A. Schultz asked if the Town Board had seen the proposal. D. Sukowatey stated no, they have not. A. Schultz asked how the Town could bind ourselves up to \$150,000 when we haven't seen the scale on the City's proposal. You are going to give us up to \$150,000 based on the proposal to the City. D. Sukowatey stated that the proposal to the City of Arcadia is based upon the 83 cents per ton subject up to the number of tons shipped, as an estimate of 200,000, then 800,000, and 1.2 million tons the next year. A. Schultz asked the Town of Arcadia Board how they would know then if they haven't seen this on paper. R. Tuschner stated, as his opinion, that if this is annexed to the City, and we are included in that agreement, that would be the first time the Board would see it, this does not bind us, this resolution does not bind us, when and if they get annexed to the City that is the documentation, as I understand it, that binds them to the payments they have stated. A. Schultz said the Board is making a resolution telling the City that we are OK with this without even knowing the details. R. Tuschner said we are OK with the \$150,000.00 per year, assuming that is the max, and as explained tonight this would be after the third year if it goes as planned. There is no binding contractual agreement coming out of our pocket, out of our monetary fund, no. To me, only me speaking, this is a one sided thing. An example would be bequeathing money to the Town of Arcadia upon death. If this is their wishes and desires and keeps up out of any contractual obligation to pay them, I would be against it now. I don't want to tie the Town up. Rob Reichwein asked if ALLEnergy would sell to another company, would they still be responsible for the \$150,000. D. Sukowatey stated that yes, it carries out. R. Reichwein agreed with M. Wineski that other resolutions have passed without attorneys looking at them, but that is usually resolutions that you made, and not an outside agency. They are acting in the best interests of them and not the Town of Arcadia. M. Wineski stated that if there

were no strings attached, and we don't lose our rights, should we accept \$150,000 or up to \$150,000 per year, I'm probably going to say yes, just as any of you would. I want to make sure we are not saying something in here that we will regret later or we will lose the right later down the road to say no, because it will be too late because we already said this. We would gladly accept the money from ALLEnergy, they are trying to be a good neighbor, the Town did try to help them, it started at the Township, but it didn't happen, so now they are going to try to annex to the City so it could possibly happen, and I'm hoping they are going to help us out. K. Lockington asked how long the annual payment would be. D. Sukowatey stated that it would be 30 years of reserves with the existing mining reserves that we now have. R. Reichwein didn't get the answer, and asked if someone bought ALLEnergy out would this continue. D. Sukowatey clarified yes, it is all heirs and assigns and it is the obligations, as discussed with the attorney, for all heirs and assigns. R. Tuschner stated that the conditions are in perpetuity. R. Reichwein stated the conditions would have no effect if there was annexation. Ray Kamrowski asked if this would be annexed to the City of Arcadia. D. Sukowatey stated that it has been requested. R. Kamrowski talked about Arcadia Sands and the lack of care from the City for the neighbors; he cautioned people to check their dwellings and wells. He is not against sand mining, but the people need to be responsible to check your wells and everything else. D. Sukowatey stated that they will follow County models with wells and foundations; this will be done by engineers. R. Kamrowski asked who do we go to if there is a problem and whose problem is it. There has never been a representative from the sand company come to check my home, buildings, or well. It is because you didn't let them have the sand permits. R. Tuschner corrected him; it wasn't the Town of Arcadia. R. Kamrowski agreed that it was not only the Town, but the County. Now we are stuck with the problem and spend \$2,500 to get a well drilled. He's been on his land for 40 years and never had a problem with watering his cattle, but now this last year he couldn't get any water out of his well. R. Tuschner advised him to go see the City of Arcadia. R. Kamrowski stated that he has been to the City, but the only person to come to his property was Fritz. These are the problems that happen if they are annexed to the City. R. Tuschner stated that if things are done properly there shouldn't be a problem. Travis Mossman asked if the Town of Arcadia Board has looked into an extra-territorial zoning model. R. Tuschner stated that yes there has been one meeting and a second meeting has been requested. We are working on that phase of it also. Pat Rohn asked if there was a map of the property to be annexed. D. Sukowatey responded with a yes, but he didn't have it with him. Yes, there is a map. P. Rohn stated that he looked at the plat book and the Town of Arcadia is losing approximately \$60,000.00 of tax base if the land was annexed to the City of Arcadia; the resolution says that maybe \$150,000.00 will be available to the Town of Arcadia, but we are looking at \$60,000 after a 5 year period that we are losing on our tax base; that \$150,000 is not everything it is made out to be. M. Wineski said they don't have to give us anything; I hope you understand that. Discussion continued about the \$60,000 that the Town of Arcadia would lose if annexation happened. R. Tuschner stated that the Board has fought and tried to keep this property in the Town of Arcadia, so we wouldn't lose this evaluation; this is our tax base, our roads, ambulance service, police service, everything that we got. That's how we pay for that. We've lost that with Arcadia Sands, and we will be losing them. We are hoping to have them stay in the Town of Arcadia, but at this point have not been able to succeed at that. Paul Winey referenced the number of corporation names. D. Sukowatey didn't know how to answer; there are multiple LLC's; several have been chosen depending upon what we felt was the best opportunity as far as name, LLC, and the state of Wisconsin and what was available when. P. Winey asked which one this was. D. Sukowatey said the parent company is ALLEnergy, which is the important part; ALLEnergy Sand. P. Winey asked if the parent company is ALLEnergy Sand and not ALLEnergy Corporation. D. Sukowatey stated that the parent company is ALLEnergy Corporation. The company is ALLEnergy Sand for this project. P. Winey asked why all heirs and assigns are not included in the presolution. D. Sukowatey stated that the attorney wrote this, that he didn't write it, but will assure you that in the annexation agreement it is heirs and assigns. This is not a commitment from the Township, other than to ask them to say they want the funds. We are not asking them to tie themselves up in any way. The annexation will be the heirs and assigns. Nancy Rohn asked for an explanation on why the treasurer had to sign it; she was not privy to it and right now doesn't want to sign it. She would like an explanation as to why she has to sign it and asked to have their lawyer explain that. Richard Schank asked how long they have been mining sand. D. Sukowatey responded that our partners have been mining sand over 70 years. ALLEnergy has not mined sand; Joe Holst is a 40 year veteran of sand mining, Don Vry, our mining engineer is between 35 to 40 years. R. Schank asked is your company also a developer then. D. Sukowatey stated that they are working with the City of Arcadia on that depending on what funding is available either to TIF or some other opportunity that would provide funding. The answer is I don't know at this point; it is too early. R. Schank asked if the homes would be in the City of Arcadia. D. Sukowatey stated no, that this would be on annexed land

by Dennis Bagniewski property if indeed we do move with the process to annex. R. Schank asked who develops, the City or ALLEnergy. D. Sukowatey stated that ALLEnergy would be developing that land. R. Schank questioned, are you a developer plus a sand mine. D. Sukowatey clarified that that would be a separate company from the sand operation. K. Lockington made a comment about her brother-in-law and his death with lung cancer; asked that if there were 13 names for the company that all 13 names would be put on all documents, because the more figures, the more teeth you have. I would encourage you to do that. D. Sukowatey stated there is only one company, that is the parent, and that is ALLEnergy Corporation; the LLC is ALLEnergy Sand; all of the LLC's have had no activity and they won't have any activity, until the annexation, and that will be ALLEnergy Sand. K. Lockington asked if they were connected on paper. D. Sukowatey stated that they were, because he is the CEO and the managing member of the LLC, so they are connected. Tim Pronschinske asked why there were so many companies. D. Sukowatey explained that at the time we developed the LLC, the names that were available in Wisconsin, the LLC names, when the names became available that we liked, we chose ALLEnergy Sand. P. Winey asked about paragraph 4 where it states a royalty payment of up to \$150,000 per year, to me that, this seems very nebulous; to give an out, I understand what you are saying, Mike, to take nothing, or to hope for the best. Is there any difficulty in stating just exactly what that royalty payment is instead of an amount up to, when you talk about the 83 cents per ton royalty? D. Sukowatey said it is stated in the annexation agreement with the City. P. Winey asked why this is such a stripped down version. D. Sukowatey said he didn't think the Township wanted to review 20 some pages of a document when this is a commitment from us to them, not them to us. This is what our counsel said was appropriate. P. Winey asked if our counsel said it was appropriate. M. Wineski said we talked about that already. R. Schank asked as annexation happens, how are roads broken up, when a portion is City and a portion Township, how are you going to handle that? R. Tuschner stated that was the reason to have and have had meetings. These things have got to be brought up to see who is responsible for what. The same things are being brought up with the City of Blair and the Town of Preston. He gave examples of the Town of Preston and the City of Blair. This is one of the reasons we wanted them to stay in the Town of Arcadia. There are a lot of things and issues; that is why we were trying to welcome them with open arms. M. Wineski stated that we haven't seen the footprint yet and where it will happen. When it does we will need to meet with the City of Arcadia to come to an agreement. R. Tuschner stated that other agreements are in place with other Towns on snow plowing. R. Schank stated that is the minor part of this. The major part is who will fix the road when it needs to be fixed or repaired. M. Wineski stated that would be worked out and put into an agreement prior to that happening. R. Tuschner stated that right now the Town of Arcadia has no place at the table. Noah Slaby asked about the existing avenue on the mine site with all landowners agreeing. D. Sukowatey stated, yes. N. Slaby asked what is your hold up with going forward and approaching the City. D. Sukowatey stated there is a process; the City of Arcadia has a proposal that they got last week; they will read it this week; and it is a process that the City goes through. R. Kamrowski asked about how long the operation would be for. D. Sukowatey stated that as long as they are shipping sand they are still obligated. They will have \$50 million in this project. You saw the numbers from Superior. One night I was there and they said there is no way you can do it for that amount. We are; we have all the bids; our partners have been in the sand business a majority of their lives; we are not investing that kind of money; the difference is the economy, much like Ashley Furniture and others on what is the cost of production; if we are saving \$10 or more per ton by using conveyors and not using trucks and shipping sand 10 hundred miles; others are shipping sand as much as a hundred miles. Ray Weltzien stated they have a proposal for 30 years. D. Sukowatey stated that it would cost over \$10 million per year to ship it to Winona and trans load; so we are giving back a million dollars. We still have a nine dollar cushion against our competitors that are shipping sand. Our business model was built for the down term. Everyone can take care of themselves in the up term. That is the economics of our sand operation is the non-trucking model. R. Weltzien asked if there was any way to re-vote to keep this in the Town of Arcadia; to keep it in the township and keep the tax base. R. Tuschner stated that we have no control; the people can turn around and say yes we want it back in the Town of Arcadia even if it is by a referendum, but it still has to clear the County. If the County would resist and say no, that is it. R. Weltzien asked D. Sukowatey what his answer to that was. D. Sukowatey stated that they have a parallel path. They are appealing it back to the County, but it is on appeal. We are on a parallel path; all we want is a permit. So if we can come back and get a permit from the County we are willing to do that under the conditions; and we have had some people tell us that the conditions are outrageous. We accepted the conditions; we spent 3 ½ hours that day on October 9th; but we are willing to accept the conditions; but that right now is not our option; we are appealing it. That is all I can tell you and that is all we can do. R. Weltzien stated that as a taxpayer, we are losing revenue if it is going to happen either way; we let it slip through our

hands right in front of us. D. Sukowatey stated that is why they are proposing this; because of the loss after 5 years of the tax revenue to the Township. The County doesn't lose, but the Town does. A. Schultz explained that Wisconsin has no extract tax on sand that leaves Wisconsin. He referenced Alaska and North Dakota that tax oil and gas that leave the state. Minnesota and Michigan tax iron as it leaves the mine site. As soon as it leaves, it is taxed. In Wisconsin we will not tax the iron mine until it makes a profit. Our Governor and legislators will not put an extract tax on the sand that is leaving Trempealeau County forever. If we had an extract tax, we could get 10% to the Town, 20% to the County, and the rest would go to the State. The Governor and legislation are giving our sand away. We have no control; we are just giving it away. R. Weltzien said his question was not to tax the sand mine, but whether to keep our tax base. If they go to the City, we still have the sand mine there, but don't get any taxes for the Town of Arcadia. R. Tuschner stated that an open part of the mine is severely taxed because it is industrial. R. Weltzien said we will lose that plus every acre to the sand mine, because now the Township is smaller and we have the same amount of roads. Now it will show up as a loss of tax revenue. R. Tuschner agreed. R. Weltzien added this is plus whatever building they take off, and whatever we lose going out there. We are losing acreage in the Town of Arcadia. We have lost it here and may lose it over there. Who knows where else, if it is going to happen it will happen; I'm not saying it is right or wrong, but once it is a loss, the Township is smaller and it will never come back. R. Tuschner referenced the Town of Preston's loss of land. At 9:14 p.m., a motion was made by M. Wineski and seconded by R. Tuschner to accept the resolution from ALLEnergy Sand contingent on the approval of the Town's attorney, and the signature probably should be the Town Clerk and not the Treasurer, but maybe it is the Treasurer because it is the money. M. Wineski stated he wanted to make sure this is not limiting us to anything. We certainly could use the extra funds; as long as it comes free of charge; it doesn't cost us anything; and with no strings, which it says. R. Tuschner stated that they have done this before with other documents; pending clarification from the attorney. It is a hard decision to make. I don't care what side of the fence you are on. It makes no difference. I don't see this, unless the attorney can pick it out, to where this document; and I will want to know that; it will be a specific question to me; as I read it with my non-attorney mind; when it says be it further resolved that the Town of Arcadia understands that the payment of royalties are no strings attached, and that is in quotes, overture from ALLEnergy, and there is no required obligation of the Town of Arcadia to receive such royalties. I'm not an attorney, but my simple comprehension of what is written or what I read, tells me not, but if it is, it will have to be in that resolution, if our attorney deems it so necessary. I don't want to take a gift horse and throw it out the door, when I sit here, and I'm going to be asking you for more money when we start losing land base. I am one of those people who have to pay it. This last year we have some major landowners that pay \$20,000 or \$25,000 a year in taxes. I am little peanut that pays 7 or 8. We had to go up \$1400 in my taxes this year. We will survive, do without, tell me what you would be thinking when you are sitting on the Board and you have to tell everyone else in the Township that your taxes are going up. Maybe your expenses do not go up or back down accordingly. That's where I am unbiased; I am looking at the dollars. The motion was carried unanimously with a voice vote. R. Tuschner told D. Sukowatey that the Board would get back to him after our attorney has reviewed it and will let you know the final yes or no, and that will be in open session.

Use of Pronschinske Lane by ALLEnergy Sand LLC

D. Sukowatey stated that there were previous talks about using Pronschinske Lane; there will be 4-10 trucks hauling the fines back to the mine site about a mile and a half. He asked what the Town of Arcadia needed and what to do to get the road to where the Town wants it and the process of using it. What do we need to do to accomplish that? R. Tuschner stated that a road use agreement was needed. This has been done with others that use a Town road for these purposes, and we need to be consistent. D. Sukowatey asked if there was a boiler plate agreement. That was done with the County and they would like to do that with this one. M. Wineski stated to give a copy of an existing agreement and to have a future meeting. R. Tuschner stated there would be one or two meetings and to follow the process. Chuck Johnson stated that there was no discussion on Pronschinske Lane. R. Tuschner stated that this will be discussed in the future; this is just the very beginning. It will be on the agenda. At 9:22 p.m. R. Tuschner called for a short break.

Change in Employee Policies and Benefit Handbook under the Leave Section

At 9:29 p.m. discussion continued. R. Tuschner read the portion of the handbook concerning jury duty. M. Wineski asked about a situation in which an employee is involved in a law suit. He suggested adding the word subpoena in place of court appearance. The Clerk was instructed to work on the language and bring this to the next meeting. A motion was

made by R. Tuschner and seconded by M. Wineski to add the word subpoena after jury duty in the paragraph. The motion passed unanimously with a voice vote.

Dog License Fee: Reimbursement to the Town of Arcadia or Trempealeau County Humane Society

The office received an email from Paul Syverson, Trempealeau County Clerk; Executive and Finance Committee wanted a short survey sent about the Board's view on the County dog fund. Current practice: the Town of Arcadia collects the dog license fees, sends them to the County, when all expenses are paid for any dog damage/claims/tags, the remainder is prorated and returned to the Towns. There is discussion to give the remaining funds to the Trempealeau County Humane Society. They would be designated as the pound where dogs would be taken. The Executive and Finance Committee met this morning. The Humane Society also attended the meeting and stated that if they received this money the Towns would not have to pay the \$60.00 per dog fee when a dog was taken to them. Research was done on this item. The Town of Arcadia's check from the County for the last 3 years was \$5,390.00. We cannot see into the future, but even though the check is 3 years later, that amount far exceeds the money the Town of Arcadia pays for stray dogs. A motion was made by M. Wineski and seconded by R. Tuschner to reimburse the money to the Town of Arcadia. The motion passed unanimously with a voice vote.

Possible Change to Agenda Format

R. Tuschner stated that he has looked at other agendas on the internet, and had an example of the Arcadia School Board. Discussion was held about the sample and the procedure. The reason for changes concerns the last paragraph which gives the authority to add and discuss items. He read the last paragraph of the sample and discussion continued. M. Wineski would like to add items, but not put all items on the agenda in a detailed manner. M. Wineski suggested adding the bottom paragraph. The Clerk asked questions about the timelines and locations for posting agendas. This will be on the next agenda.

Warranty Expiration on CASE-IH

R. Tuschner discussed a 3 tier plan. Details of the plan discussed were: the number of hours on the vehicle, the number of years of warranty, and the cost of the plan. Randy Conrad questioned trading and not running out of warranty. Discussion continued. Kerry Suchla suggested purchasing the warranty. P. Winey asked about the original cost. R. Tuschner said it was 50 or 60 thousand plus the mower. This will be on the next agenda.

Trempealeau County Highway Department Road Petition Letter

R. Tuschner read the letter. He didn't understand it and would contact Jim Johnson. Discussion continued. This item will be on the next agenda.

Presentation by Louie Ferguson: Update of the Middle School building Project

Due to the lateness of the meeting this will be on a future agenda.

Correspondence:

The Clerk gave a report of the average number of hours put in the office. The hours vary from 20 to 30 per week. Beginning April, 2014 the posted office hours will be: Monday 4 p.m. to 7 p.m.; Wednesday 4 p.m. to 7 p.m.; and Thursday 8 a.m. to 5 p.m. (The information is attached to the minutes.) There was clarification on posted hours and number of hours. R. Tuschner gave an update on the Housing Committee Meeting. He stated that Mr. Sukowatey spoke of the Bagniewski farm. The Committee is looking for people that have land for sale for lower income housing. This will be put on the Arcadia is More website as a place to post sites that are available. The Committee meets once a month. Kraemer Letter on Contractor Training was read. The copy was given to R. Conrad. R. Conrad stated that the Road Crew will be attending training on March 25 at Newcomb Valley Inn. That is MSHA training. Also received was the new price list from Kraemer Company and the new contract. The Clerk will check the current prices for comparison and this will be on the next agenda. R. Tuschner will check with Nelson and check previous contracts. He made the comment that our roads are really bad and talked about the cracks and crack filling. Bob Sonsalla inquired when the Board would sign the Recycling contract as his insurance is concerned about liability. There is a public hearing on the Revised Trempealeau

County Animal Waste Management Ordinance on Wednesday, March 19, 2014 at 9:05 A.M. in the County Board Room of the Courthouse. This is posted on the Town of Arcadia's bulletin board.

Discussion was held about the next meeting date and time. A motion was made by R. Tuschner and seconded by M. Wineski to set the next regular Town of Arcadia Board meeting for Monday, March 17, 2014 at 7:00 p.m. Motion was carried unanimously with a voice vote. Agenda items were discussed previously. A list is in the office.

R. Tuschner adjourned the meeting at 9:57 p.m.

Respectfully submitted by,

Beth Killian
Town of Arcadia Clerk