NOTICE VILLAGE OF OSCEOLA BOARD MEETING – AMENDED AGENDA

Date: February 8, 2022 Time: 6:00 pm CST

Place: Board Room (310 Chieftain Street) &

Virtual GoToMeeting

In an effort to support community health management initiatives surrounding the COVID-19 pandemic, this meeting is also available virtually through a web-based/telephone meeting platform called "GoTo Meeting". Please follow the instructions on the posted agenda to listen and/or participate during the meeting.

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BOARD MEETING AGENDA

- 1. Call to order
- 2. Approval of the agenda
- 3. Approval of the minutes:
 - a) Regular meeting dated January 11, 2022
 - b) Special meeting dated February 2, 2022
- 4. Public input and ideas (Limit 5 minutes per speaker)
- 5. Reports:
 - a) Staff reports
 - i. Administration
 - ii. Police
 - iii. Public Works
 - iv. Utilities
 - v. Library
 - vi. Fire
 - vii. Building Inspection
 - b) Chamber of Commerce/Mainstreet
- 6. Other business discussion and possible action re:
 - a) Approval of 2022 phase II "Commitment to Purchase" snow plow build out contract with contractor (\$109,698)
 - b) Approval purchase of 2022 Ford Police Interceptor and buildout with Ewald Automotive/Build Out (\$46,000)

- c) Donor wall and signage (Mill Pond Learning Foundation)
- d) Update on removing "Discovery Center" from municipal building
- e) Approval of Local 101 Wisconsin Professional Police Association contract with Village of Osceola (one year contract for 2022)
- f) Ordinance #22-01 Electrical Code Update
- g) HWY 243 bridge update
- h) Adjust August and November Board meetings to August 10th and November 9th, 2022, due to elections
- Rezone of parcel 165-00582-0000 from R-3 Multi-Family Residential to R-3 PUD (130 Ridge Road)
- j) Approval of Certified Survey Map:
 - i. Vacating of a portion of right-of-way
 - ii. Dedicating future road right-of-way
 - iii. Dividing parcel 165-00582-0000 into two new parcels
- 7. Permits and Licenses:
 - a) Temporary Class "B" Beer License
 - i. Osceola Lion's Club Osceola Firefighter's Ball
 - b) Special Events Permit
 - i. Osceola Firefighter's Ball Friends of Osceola Fire & Rescue
- 8. Board, Committee, Commission and Agency Reports:

a)	Osceola Ind. Dev. Corp	October 14, 2021	(Corp approved January 13, 2022)
b)	Admin & Finance	December 3, 2021	(Committee approved February 4, 2022)
c)	Library Board	December 9, 2021	(L. Board approved January 13, 2022)
d)	Airport Commission	December 20, 2021	(Commission approved January 17, 2022)
e)	Plan Commission	January 4, 2022	(Commission approved February 2, 2022)

- 9. Approval of vouchers payable
- 10. Any other business as permitted by law
- 11. Adjourn

The Power of 10 are the 10 most significant assets in the community identified by the Board. They are listed below:

1. Schools

5. Falls

Medical Services

2. Airport

6. Downtown Businesses

10. Recreational opportunities and the Braves (tied ranking for number 10)

Industrial Park
 River

7. Personalization/Historic of Downtown Feel8. Access to major population center

NOTE: It is possible that members of other governmental bodies of the municipality may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Meetings may be recorded for public viewing and record retention.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Village Hall at (715) 294-3498.

VILLAGE OF OSCEOLA BOARD PROCEEDINGS January 11th, 2022

The Village of Osceola met for a Regular meeting on January 11, 2022 at Village Hall. Village President Jeromy Buberl called the meeting to order at 6:01 p.m.

Present: Buberl, Brad Lutz, Bruce Gilliland remotely Holly Walsh, Joel West, Deb Rose, and Van Burch Staff present: Benjamin Krumenauer, Frances Duncanson, Ron Pedrys, Shelby Friendshuh, Others present: Nealy Corcoran from The Sun, Dave Rasmussen of MSA, remotely Mike Forecki, Lisa Curry, Rose Statler, Trudy Lorenz, and other citizens

Motion by Walsh and seconded by Rose to approve the agenda

Ayes-7 Nays-0 Motion carried

Motion by Burch and seconded by West to approve the minutes of the Regular meeting dated December 14, 2021

Aves-7 Navs-0 Motion carried

Public input and ideas (Limit 5 minutes per speaker) Lisa Curry of 397 Ridge Road thanked the Board for their work and commented on last week's Planning Commission meeting regarding the Ridge Road area housing development. Ms. Curry felt seventy units was too much on that size of a lot and a good site is the bluff area. She also had questions on the rent price, size, and green area preservation.

Reports:

Staff reports

<u>Building Inspection-Krumenauer:</u> Reported that 2021-year end numbers were a total of 103 permits with an estimated value of \$11.16 million. This includes twenty-six new homes, eighteen alterations, seven other permits

Administration-Krumenauer: The slides for the Chamber Annual meeting are in the packets. We had an increase in equalized value and borrowing capacity. Upcoming projects are potential residential developments and industrial growth. Walsh asked about long-range planning of what kind of development and where in the community various uses are appropriate. Krumenauer responded updates to the Village Comprehensive and Strategic plans would address these issues.

<u>Police-Pedrys:</u> The Dept. was busy in December with stolen vehicles, (both recovered) a felony battery case, and meth possession. There were eleven arrests. New tasers were ordered to lock in the price quote and will be paid out of the 2022 budget. The Stuff the Squad event was successful with two squads completely full of items for the Open Cupboard. OPD Community Coffee events will be held in January and February at Caribou.

<u>Public Works-Waters:</u> December was busy no shortage of snow and moving it. The plow truck was down a single day and repairs managed internally. They are hauling sand and salt as time permits to be ready for winter occurrences. The trails are open and lighting system maintained. There is lots of traffic on the trails and they are working with Corey Pratt to groom a trail for fat tire bicycles. They are working on the winter ice skating rink. They are planning for spring supplies and time frames for ordering. The new railing for the Board room/polling place will be installed by the February Primary election. The final quote for the new plow truck build came in and will be on agenda next month to move forward. Lutz asked about the future of holiday lights downtown. Krumenauer responded the existing lights are cooked and the intent is to work with the Chamber to see what available and secure funding is. Buberl recognized the Chamber for their annual meeting last night and there were lots of kudos to the Public Works Dept. for all they do.

<u>Utilities-Caruso Absent:</u> Krumenauer stated the report was in the packets with usage numbers. They are looking for contracts to clean and televise lines and are in the RFP process right now. West asks about the sewer sampler failing and parts availability. Walsh asked about the digestor blower and Krumenauer stated we will be replacing it.

<u>Library-Friendshuh:</u> December was a busy month with finalizing reporting on grants and collaborating with staff for 2022 goals. Their service model has changed with new hours and no more drive through services. People are browsing more in person and checking out more. There were 329 new collection items last month due to year end donations. They made year end purchases for the children's area.

Fire-Elfstrom: The Dept. had twelve runs with eight in the Village, four in Farmington. Of those two were traffic, five alarms, four structures, and one lift assist. Two members are attending fire officer training at Northwoods Technical College. General Sprinkler donated about \$5,000 worth of new hose to the Dept. We donated some to Dresser/Allied after checking our inventory. Fireman's Ball will be in person this year on February 12th.

Chamber of Commerce/Mainstreet-Sattler: The annual meeting was held last night. Forty-one businesses were helped with grants of \$121,000. We had the most Main Street volunteer hours of all the Main Street Communities in Wisconsin. The organization was five new Board members. Sattler thanked Administrator Krumenauer and DPW Waters and Village staff for their assistance over the past year and look forward to continuing the partnership

Other business – discussion and possible action re:

Motion by Rose and seconded by Gilliland to approve ARPA allocation to purchase Board software upgrades (not to exceed \$20,000)

Ayes-7 Nays-0

Motion carried

Discussion was held on audio issues in the Board room and upgrades that would be an improvement. In addition video capabilities can be improved. Going paperless using tablets and a new laptop were discussed as well. Quotes were received and we could upgrade and obtain these items using \$20,000 out of discretionary ARPA funds.

Motion by Burch and seconded by Gilliland to approve Resolution #22-01 support for, and authorization to pursue EDA Competitive Tourism Grant (grant request for \$1,240,000)

Aves-7

Navs-0

Motion carried

Krumenauer stated this is a grant with a rolling deadline through the EDA but needs to be submitted by the end of the month. There is a 20% local match required. If received the grant would covers two CIP items, the parking lot behind the Post Office and the Cascade Falls Trail Head and decking. The local portion is maxed at \$247,000 and the projects are in TIF#3.

Motion by Rose and seconded by Burch to approve Operator Licenses for Diane Chambers – Osceola Stop, Molly Gilroy – Minit Mart, and Madison Skipper – Tippy Canoes

Aves-7

Navs-0

Motion carried

Motion by West and seconded by Gilliland to approve Board, Committee, Commission and Agency Reports as listed:

a)	Court Commission	August 31, 2021	(Commission approved January 6, 2021)
b)	Public Works Committee	September 22, 2021	(Committee approved January 6, 2021)
c)	Library Board	October 14, 2021	(L. Board approved November 11, 2021)
d)	Airport Commission	November 15, 2021	(Commission approved December 20, 2021)
e)	Plan Commission	December 7, 2021	(Committee approved January 4, 2021)
	Aves-7	Navs-0 Motion	carried

Motion by West and seconded by Lutz to approve vouchers payable

Ayes-7 Navs-0 Motion carried

Discussion of and action on any other appropriate items Trustee Lutz offered to work with Administrator Krumenauer about video issues.

President Buberl adjourned the meeting at 7:18 p.m.

Respectfully submitted by Frances Duncanson, MMC-WCPC Village Clerk

VILLAGE OF OSCEOLA SPECIAL BOARD MEETING PROCEEDINGS February 2, 2022

The Village of Osceola Board met for a Special Meeting on February 2nd, 2022 at Village Hall. Village President Jeromy Buberl called the meeting to order at 6:30 p.m.

Present: Buberl, Van Burch, Bruce Gilliland, Brad Lutz, Deb Rose, Holly Walsh, Joel West Staff present: Benjamin Krumenauer, Frances Duncanson

Motion by Burch and seconded by Gilliland to approve the agenda

Ayes-7 Nays-0 Motion carried.

President Buberl exited the meeting at 6:31 p.m.

Motion by Burch and seconded by Gilliland to go into closed session proceedings at 6:32 p.m. pursuant to Wisconsin Statute §19.85(1)(c) & (e) for purposes of(e) deliberating or negotiating the purchasing of public properties, the investing of public funds

Roll call vote: Ayes-Burch, Gilliland, Lutz, Rose, Walsh Nays-0 Abstain-West Motion carried

Trustee West exited the meeting at 6:35 p.m.

Motion by Gilliland and seconded by Burch to come out of closed session proceedings at 8: 46 p.m. Roll call vote: Ayes-Burch, Gilliland, Lutz, Rose, Walsh Nays-0 Motion carried

The Board took a five-minute recess.

Motion by Rose and seconded by Gilliland to have Administrator Krumenauer offer housing development terms to Liefschultz of: purchase of Village owned land for \$100,000, payment of impact fees of \$39,075, and pay-go TIF benefits of \$2,325,000 over the life of the district.

Roll call vote: Ayes-Burch, Gilliland, Lutz, Rose Nays-Walsh Motion carried

President Buberl and Trustee West rejoined the meeting at 8:55 p.m.

Discussion of and action on any other appropriate items: President Buberl reviewed several points of Roberts Rules of Order.

President Buberl adjourned the meeting at 9:00 p.m.

Respectfully submitted by

Frances Duncanson, MMC-WCPC Village Clerk



OSCEOLA POLICE DEPARTMENT

310 Chieftain Street - Lower Level P.O. Box 217 Osceola, WI 54020

Phone: 715-294-3628 Fax: 715-294-2862 Ron Pedrys - Chief of Police

To:

Village President Jeromy Buberl and Village of Osceola Trustees

CC:

Administrator Benjamin Krumenauer

From: Police Chief Ron Pedrys

Date:

Wednesday, February 2, 2022

Re:

January 2022 Village Board Police Report

During January 2022, OPD Officers made 15 custodial arrests (2 felony arrests and 13 misdemeanor arrests). Officers made a total of 90 traffic stops that resulted in 40 traffic citations being issued. Additionally, 16 overnight parking violation citations were issued. 80 incident reports were processed and OPD Officers logged 564 total calls for service.

Some incidents OPD Officers responded to and investigated in January included five OWI arrests (two 1st offenses, two 2nd offense and one 3rd offense), a burglary investigation, two felony bail jumping incidents, two resisting/obstructing an Officer arrests, two criminal damage to property investigations, a misdemeanor battery investigation, and a possession of methamphetamine arrest. OPD Officers also responded to 9 citizen assists, 5 vehicle lockouts, 6 animal complaints, 12 reports of suspicious activity and 2 thefts.

Administration:

On January 5th, Officer Bach and I were guests for the Senior Center potluck luncheon. After the luncheon, we gave a presentation about current scam trends and how to avoid scams. We enjoy putting on these kinds of presentations and we often learn things from those we are presenting to.

This week, I will be advertising statewide again for part-time Police Officer candidates. It seems shortly after we hire and fully train a part-time Officer, they leave OPD for a full-time position elsewhere. As I have mentioned many times before, OPD's heavy reliance on PT Officers and the lack of quality candidates and applicants nationwide is far from an ideal combination for our community. Additionally, this on-going cycle is a financial drain on the Village due to the costs associated with hiring, equipping, and training multiple new part-time Officers annually.

Over the past few weeks, I have been working to update OPD's Strategies and Action Plan. There are several components to this plan, but the primary objectives outline departmental goals, Officer training, continued

community engagement and community-oriented policing techniques and expectations. I initially completed this plan in 2015 but it was not officially adopted by the Village Board. My goal is to update this plan for 2022-2026 and present a draft of this plan to the Police and Fire Committee. My hope is that the P&F Committee will provide feedback and recommend that the plan be brought to the entire Village Board for review and, eventually, approval.

In the coming weeks, I will be reaching out to OMC, the Osceola Schools, and the Polk County Sheriff's Department in the hopes of putting together a collaborative community-wide presentation about methamphetamine. The primary goal for this presentation is methamphetamine education and awareness. I envision this presentation will include some eye-opening statistics, and firsthand accounts from individuals that have personally felt its devasting effects, either directly or indirectly (individual addiction and its impacts on family).

The next OPD Community Coffee events will be held at Caribou Coffee on Friday, February 18th and Friday, February 25th. We hope to see you there.

Thank You.

Respectfully Submitted,

Ron Pedrys – Police Chief

Village of Osceola



To: President Buberl and Village Board Members

From: Todd Waters (Public Works Coordinator)

CC: Fran Duncanson

Date: February 8th, 2022

Re: January Public Works Department Board Update

Streets:

- January started with multiple snow occurrences, cold temperatures, and wind. Public Works responded appropriately to all events during and after work hours to control drifting and icy conditions on roads and sidewalks.
- Public Works began the process of moving heavier snow loads from medians and right-of-way by utilizing a skid steer mounted snowblower, loader, and m/t trackless. This is in preparation for additional snow storage from our streets and sidewalks as we move farther into winter.
- Truck and equipment maintenance continues after every snow event. Washing, changing plow blades and greasing equipment are a standard, along with identifying and replacing broken or worn parts.

Parks:

- The ice rink was officially opened in January with a solid 3-inch base of ice. Maintenance continues weekly with additional water added, brooming, and a monitored warming house. The lights are on daily from 530pm-10pm to allow residents and visitors to enjoy evening skating.
- The Braves restroom concrete sinks received a sanding and fresh coat of paint in both restrooms. All hardware has been tested and checked for tightening or replacement on doors and dividers.
- Tree identification, light trimming and known invasive species areas have been identified in Village parks. Public
 Works is internally developing a plan for 2022 to combat specific areas and looking forward to working with the
 Wisconsin Department of Natural Resources in finding long term solutions and grant opportunities to eradicate
 invasive species and replace with natural or maintainable species.

Building Maintenance:

- With snow events lacking in the later part of the month the department has put organization at the top of the list.
 The Public Works facility and other maintained buildings are receiving a deep clean and reorganization of all stocked materials. Inventorying and creating a more efficient work space has been at the forefront.
- Public Works in conjunction with Derrick construction have provided a railing accommodation to the Discovery Center meeting room.



To: President Buberl and Village Board Members

From: Rick Caruso, Utilities Coordinator

CC: Fran Duncanson

Date: February 8, 2022

Re: Utility Department February Board Update

Water Utility:

- Water produced in January totaled 5.897 million gallons.
- With over 3.5 feet of frost in the ground, we have notified select "winter water" customers to start running water to keep their shallow service lines from freezing.
- The electric heater has failed at Well 4 and a new heater has been ordered. Operators caught this failure and were able to run temporary heat before other temperature related failures occurred.
- The drive cooling fan motor bearings failed at Well 3 and has been repaired. This cooling fan runs 24/7 to cool the electronics at the well house. We were able to repair this with parts from a failed drive we had kept for spare parts.

Sewer Utility:

- Sewer Treated in January totaled 6.938 million gallons.
- Return activated sludge pump seal water plumbing has been upgraded by operators to stainless steel
 due to internal corrosion of the steel pipe. The corrosion resistant stainless steel will offer a lasting
 repair over the original galvanized steel piping.
- Routine generator exercising led to discovery of a failed starter motor at the WWTP. A new starter motor was obtained locally and was installed by operators.
- A leaking fine screen wash solenoid valve has been repaired by operators. The valve is initialized by the compactor to wash the organic matter from the screenings and return the organic material to the biological process.



To: Wilberg Memorial Library Board of Trustees

From: Library Director; Shelby Friendshuh

CC: Village Board of Osceola

Date: February 2022

DIRECTOR/ADMINISTRATION

January was a busy month as we all adjusted to our new hours. We are happy to announce that our circulation rates have shot up to levels we haven't seen since July of last year and we averaged about 65 visits per day! We attribute this rise to the expansion of our hours, especially on Saturdays. We have been hearing a lot of positive feedback from the community about this change. Looking ahead, the next month will involve preparing and completing our annual report which I should have finalized and available for viewing next month.

MATERIALS CIRCULATION

January 2022, Total Items Circulated: 3,834 Public Computer Uses for January 2022: 63 eBook Checkouts for January 2022: 1,107

New Patrons in January 2022: 10

COLLECTIONS

We acquired 168 new items last month. Additionally, we officially received all of the materials that we purchased through the UW-Madison Center for East Asian Studies grant that we were awarded last year. Most of these are on display in the library if you'd like to stop in and see them!

EVENTS & ACTIVITIES

January Events/Participation:

As is standard in the beginning of the year, especially given the holiday season and colder weather, we have not been holding as many events and programs. However, Rebekah did develop a Community Reading Challenge in which any and every patron



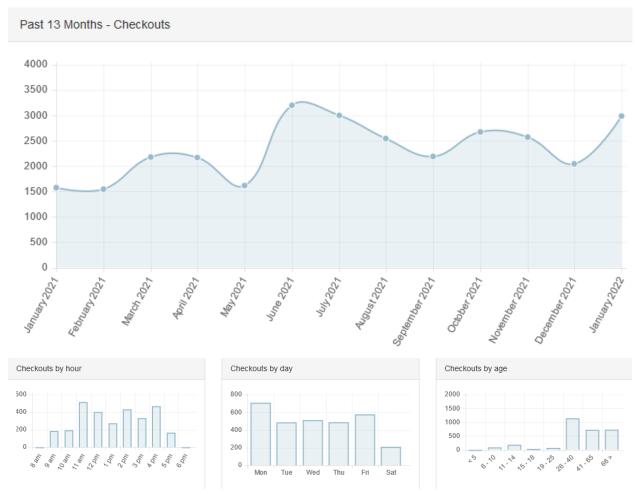
can enter their name into a monthly drawing for each book they read during the month. The monthly prize is a \$10 gift card to a bookstore.

FACILITIES & STAFF

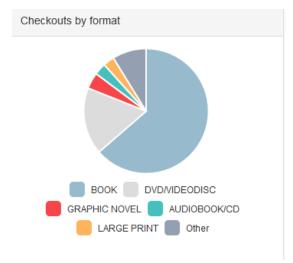
Staff has done will in the adjustment to our new hours and has been working diligently to plan our 2022 ongoing programs.

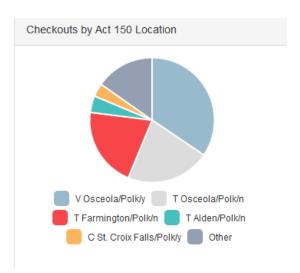
In personal news, though many of you may know, I am expecting my second child in July. Working with staff we've already begun to plan out what my leave might look like and how we can have as seamless a transition as possible during the several weeks that I will be away.

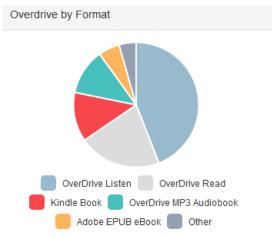
Osceola Circulation Statistics

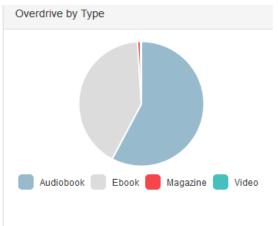


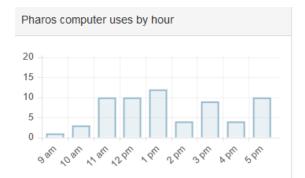


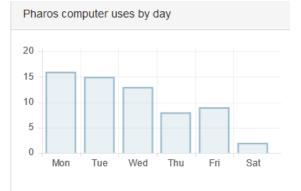














OSCEOLA FIRE AND RESCUE

Station - 657 HWY 35 PO Box 217 Osceola, WI 54020 Emergency: 911 Non-Emergency (715) 294-3440

To: President Buberl and Village Board Members

From: Osceola Fire & Rescue

CC: Fran Duncanson

Date: February 8, 2022

Re: Fire & Rescue Monthly Report

RUNS

- 5 Runs total
 - 4 Village of Osceola
 - 1 Town of Farmington
 - Run breakdown
 - 1 Controlled burn not called in
 - 2 Alarm
 - 1 Structure Fire
 - 1 Lift Assist

UPDATES IN BOLD

- Training in January consisted of annual review of our department Exposure Control guidelines
 and review of our HazMat Awareness level response with emphasis on those materials and
 special hazards likely to be encountered in our jurisdiction. We walked through scenarios and
 use of the Emergency Response Guidebooks.
- Members of department have been volunteering their personal time to promote and prepare for support of the upcoming Firefighter's Ball.
- Structure fire on 2/2/2022 was in temps below zero and required hours on scene. Thanks
 need to go to Allied Fire for their great support in mutual aid under those challenging
 conditions. We would also like to thank Matt O'Hare, Pottsie's Place, Robyn Foster and
 Osceola Area Ambulance Service, Bruce Peper along with Kwik Trip who helped with
 rehabilitation and getting food and refreshments to crews on scene and at the Firehall during
 clean up.

Municipality Permits Report

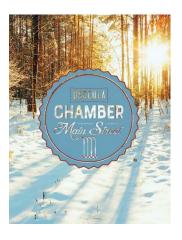
1/1/2022 to 1/31/2022

VILLAGE OF OSCEOLA			Total Value	Total Fees	Total Fines
VOS22-01	165-00844-0076		\$200,000.00	\$1,367.72	
CENTURY BUILDING	TEAM LLC CENTURY BUI	LDING TEAM LLC 1309542			
1240 OAKEY CT		NEW SINGLE FAMILY DWELLING			
VOS22-02	165-00844-0077		\$200,000.00	\$1,367.72	
CENTURY BUILDING	TEAM LLC CENTURY BUI	LDING TEAM LLC 1309542			
1230 OAKEY CT		NEW SINGLE FAMILY DWELLING			
VOS22-03	165-00674-0000		\$10,000.00	\$247.00	
Daniel Johnson					
894 MAPLE DR		ALTERATIONS			

Permit Distribution

New Home=2 Alteration=1

Γotals	Total Permi	ts 3 Total Value	e	\$410,000.00	
Admin	\$338.00	Impact		Plan Review	\$234.04
Inspection	\$2,340.40 Sta	te Permit Seal	\$70.00	House Number	
Fines		Other			
				Total Fees	\$2,982.44



Report from Chamber & Main Street Director for Chamber Board Feb. 4th, 2022

COMMITTEE REPORTS:

- Ambassadors: We have welcomed two new Ambassadors- Makenzie Lange from RCU and Jessi Kruger from Mighty Ducts duct cleaning.
 - o Ambassadors met for a lunch and learn meeting on January 20th.
 - The ambassadors will be doing a ribbon cutting for The Secret Closet Feb. 24th at 5 pm.

PAST FVFNTS:

- Meetings:
 - The Chamber Annual Meeting was held on January 10, 2022.

Current Projects in the Works:

- Chamber Newsletter
 - o Newsletter will now come out bi-weekly vs. monthly.
- Introductions for New Members and Board Members:
 - Currently working to get photos and short bios of members to put together for the website and create a video.
- BID District
 - Regular meetings are starting for discussion on the BID district and plans are being put into place.
- Updates to the Chamber and Tourism Website
 - o Currently working on updates and a refresh of the websites.
- Fee Structure
 - Currently working on a new fee structure for memberships with more options.



To: Village Board Members

From: Todd Waters, Public Works Coordinator

CC: Fran Duncanson

Date: December 14th, 2021

Re: Item 6a: Approve 2022 "Commitment to Purchase" snow plow build out contract with contractor

(\$109,698)

GENERAL INFORMATION

Background

The 2022 Capital Improvement Plan has a planned capital budget allowance of \$200,000 for the purchase of a plow truck (CIP Item CE 011). Late December 2021 the Village began procuring a new 2022 International plow. The first half of the plow (chassis) is reserved and currently under development. This purchase will be for \$102,139.48. To complete the buildout and receive the vehicle by late fall, 2022, staff is requesting approval of the complete buildout for a cost of \$109,698.00.

BID Number	Bid Quote	
1	Monroe Truck Equipment	\$111,928.00
2	Universal Truck Equipment Inc	\$109,698.00

Given the current cost of construction and the high demand for equipment the hopeful purchase cost of \$200,000 will be exceeded by \$11,837.48.

CIP Number	Description	Budget
CE 011	DPW - Snowplow Truck	\$200,000.00
	International HV507 SFA	\$102,139.48
	Full Snow Plow Buildout (Universal)	\$109,698.00
	Total Equipment Cost	\$211,837.48
	Overage	\$11,837.48

Funding for this project and the additional overage will be provided by reducing the other 2022 Public Works capital equipment purchases.

Action(s) Requested

Action 1: Staff is requesting Village Board approve the budgeted capital expenditure and act on committing to purchasing the full buildout of the plow truck. Note that this is approval is for signatures only and is not a release of budgeted funds until summer 2022.

Attachment(s)

1. RFQ Documentation (preferred contractor)

RECOMMENDATION(S)

Village Staff recommend approval of Item 6a as stated.

CAPITAL EQUIPMENT

DPW - Snow Plow

CATEGORY: CAPITAL EQUIPMENT EST. COMPLETION DATE: 2022 DEPARTMENT PRIORITY: HIGH

Location: Not Applicable Project: CE 011 Fund: Capital Improvement Equipment



Description & Scope: Equipment purchase includes new 5 yard two-axle truck with dump box, snow plow attachments and various safety equipment including back up cameras and flood lights.

Purpose: Provide all year maintenance to Village roads and parks.

History & Key Milestones: Replacement of 14-year old 2007 Sterling plow.

Comprehensive Plan Action Item (Y/N): No

GENERAL PROJECT COST DETAILS

TOTAL PROJECT COST	200,000
Prior Year Funding	0
PRIOR YEAR AVAILABLE	0
FY 2022 Proposed	200,000
FY 2023-2026 Proposed	0
Remaining Need	0

Example Vehicle

FINANCIAL SUMMARY

	PRIOR YEAR	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL FY 2022 - 2026
LOCAL		200,000					200,000
STATE							
FEDERAL							
OTHER							
OPERATING IMPACT	A new vehicle	A new vehicle will have decreased maintenance needs with limited major expenses projected					

Notes:

The vehicle has an year around use including parks, streets and general labor.



To: Village Board Members

From: Osceola Police Department

CC: Fran Duncanson

Date: March 9, 2021

Re: Item 6b: Approve Purchase of 2022 Ford Police Interceptor and buildout with Ewald

Automotive/build out (\$46,000)

GENERAL INFORMATION

Background

The 2022 Capital Improvement Plan has a planned capital budget allowance of \$46,000 for the purchase and re-fit of a new police squad vehicle. Staff has procured a quote through the State of Wisconsin guided 2022 procurement process. The squad vehicle as described is a Ford Police Interceptor SUV similar to already operational squads and will be replacing the departments oldest squad. Working directly with the State allows the Village to get the lowest rate and also ensuring sound process of procurement. Attached is a copy of the vehicle quote.

BID Number	Company	Bid Quote
1	State Negotiated Squad Provider (pre-discount)	\$44,305

Staff worked closely on this procurement and found that Ewald Automotive Group does meet all requirements the Police Department has required. The remaining balance of this budgeted CIP item will go towards outfitting and striping of the vehicle. It should also be noted that a projected auction sale of the old vehicle should net \$5,000 that will remain in the capital improvement fund.

CIP Number	Description	Budget
CE 015	Police – Squad Vehicle	\$46,000
	Squad Vehicle/Delivery	\$44,305
	Discount	-\$6,521
	Purchase Price	\$37,784
	Re-fit	\$8,216

Action(s) Requested

Action 1: Staff is respectfully requesting that the Village Board approve the budgeted capital expenditure for the purchase a new 2022 squad vehicle.

Attachment(s)

1. Quote Documentation

RECOMMENDATION(S)

Village Staff recommend approval of Item 6b as stated.

CAPITAL EQUIPMENT

POLICE - SQUAD CAR

CATEGORY: CAPITAL EQUIPMENT EST. COMPLETION DATE: VARIABLE DEPARTMENT PRIORITY: HIGH

LOCATION: NOT APPLICABLE PROJECT: CE 015 FUND: CAPITAL IMPROVEMENT EQUIPMENT



Description & Scope: Equipment includes a new police squad SUV with upgraded equipment including barriers, night vision and security.

Purpose: Public safety

History & Key Milestones: Replacement of 2014

K9 squad

Comprehensive Plan Action Item (Y/N): No

GENERAL PROJECT COST DETAILS				
TOTAL PROJECT COST	46,000			
Prior Year Funding	0			
PRIOR YEAR AVAILABLE	0			
FY 2022 Proposed	46,000			
FY 2023-2026 Proposed	98,000			
Remaining Need	98,000			

Example Vehicle

FINANCIAL SUMMARY

	PRIOR YEAR	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL FY 2022 - 2026
LOCAL	46,000	46,000		48,000	50,000		144,000
STATE							
FEDERAL							
OTHER							
OPERATING IMPACT	A new vehicl	new vehicle will have decreased maintenance					

Notes:

This capital improvement category includes regular purchases of squad vehicles in years 2022, 2024 & 2025.



To: Village Board

From: Benjamin Krumenauer, Village Administrator

CC: Files

Date: 2/4/2022

Re: Item 6c: Donor wall and signage (Mill Pond Learning Foundation)

GENERAL INFORMATION

Background

Mill Pond Learning Foundation has requested an opportunity to update the Village Board and seek approvals on the proposed signage for the Library/Senior Center spaces. Outstanding responsibilities to be discussed include individual room donor plaques, area labels, large donor wall and display areas. MPLF representative Marcia Dressel will be available to answer questions and provide updates on MPLF.

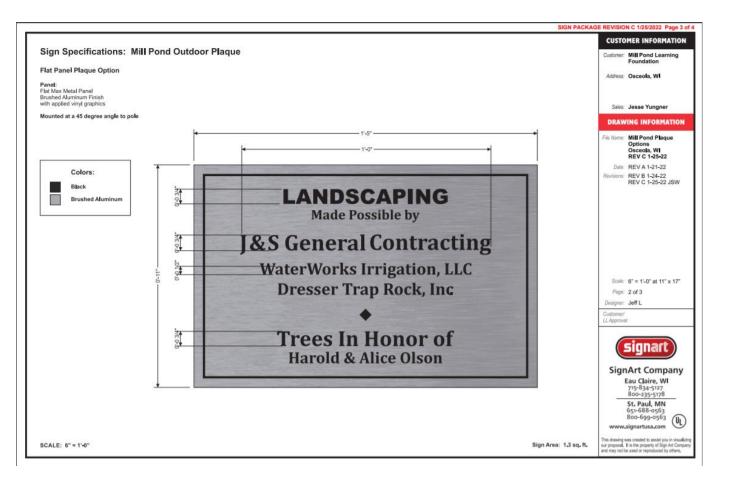
Action(s) Requested

1. Review and potential approval of MPLF recommendations

Attachment(s)

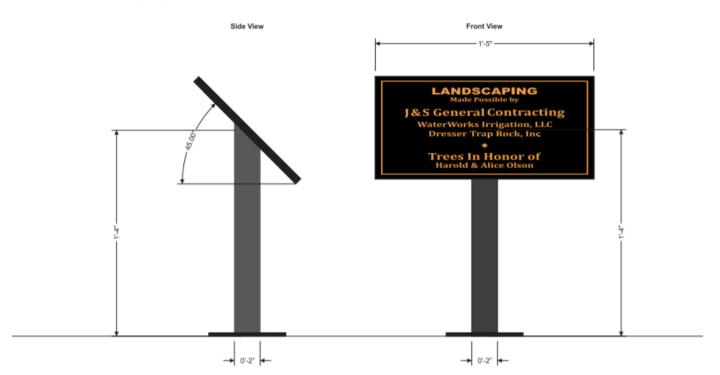
1. Proposed signage and donor walls

Outdoor/Landscaping



Outdoor/Landscaping

2" Diameter Steel Pole painted black mounted into ground plaque installed on pole at a 45 degree angle for readability

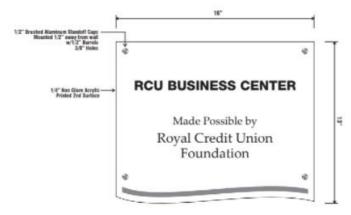


Signart specifications

Donor signage in corridor spaces

<u>Link to modified corridor plaques</u>, similar in style and materials to those installed inside the library.

Example:





"Opportunity" Wall - S wall of corridor, E of stairs/elevator



This proposal is for a permanently printed laminate and acrylic

The overall size is 5' 2 3/8" x 4'. The title plate is scratch resistant acrylic with printed black text measuring 16" X 37 5/8". It mounts with six silver standoffs to an 18" x 39 3/4" Neutral Twill laminate base. Also included are eleven 4 1/4" freestanding letters painted taupe and two impressionist accents.

There are two modules with a 16" x 38 7/8" and 16" x 37" acrylic plate with printed text and photos. They each mount to a Neutral Twill laminate base.

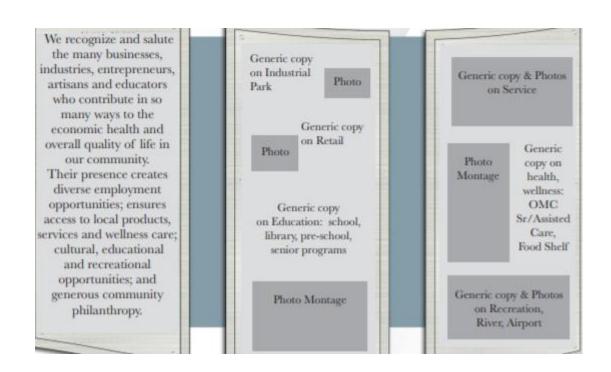
copy

Concept drawing





Sample text for Opportunity wall



Kravik recognition



Kravik copy





History, Opportunity, Our Donors headings/lettering

Lettering to match Wilberg Memorial and in Village Hall areas

Advanced Graphix

Customer Service / Sales

Contact: Sally Knoche

Local: 651-490-3221 (ext 15)

Toll Free: 888-388-3221

email: sally@advancedgraphix.com

Donor wall



Thank you to these donors who helped make this Discovery Center possible.

> \$1.250.000 Mark & Deborah Kravik

\$500,000-\$999.999 Fred C. & Katherine B. Andersen Foundation Charles & Gloria Wilberg Trust

\$250,000-\$499,999 Hardenbergh Foundation Royal Credit Union Foundation Wisconsin Senior Grant

\$100.000-\$249.999 Joel & Heidi Hazzard Orville & Kathleen Johnson Polaris Foundation

\$50,000-\$99,999 The Addy Family Andersen Corporate Foundation Hugh J. Andersen Foundation J & S General Contracting MidWestOne Bank Northwire, Inc. Dr. Steve & Donna Schletty

\$25,000-\$49,999 Bernick Family Foundation Roger Hale & Nor Hall Sherry Hanson & Mary Clare Huberty Jack & Diane Moser Osceola Lions Club SF Insurance Group - Gauper & Fitzgerald Stratis Industries

> \$15,000-\$24,999 Core Products Mark & Lisa Erickson Friends of the Osceola Library, Inc. Hiawatha National Bank Osceola Betsy Kremser Paul & Ann Marie Pueschner Dr. John & Doris Simenstad

\$10,000-\$14,999 John & Kim Gearin and Family John & Ronda Haley Timm & Helen Johnson Drs. Paul & Cindy Kremser Trudy & Dan Lorenz

Noah Insurance Group and Tim & Kim Henningsgard Osceola Medical Center René W. Pelletier M.D. & Barbara A. Pelletier Mike Schmidt & Gall Hanson

\$5,000-\$9,999

Abrahamson Nurseries Tom & Gae Magnafici and Mike Addy & Nancy J. Waterworks Irrigation, LLC Johnson Jeffrey & Ann Meyer Bill's Ace Hardware Family of Harold & Alice Dale & Marcia Dressel Mary & Tim Pauloy Dresser Trap Rock Jeff & Karen Elkin The RiverGroup Financial Advisors Federated Co-ops Ronald Strom Anna Hanson: Richard & Carolyn Johnson The Sun and Carter & Amy Ron K. Johnson Johnson Roger & Part Kumlien Robert & Kathy Vesperman

\$2,500-\$4,999 AnnMarie Foundation Shirley Johnson Cheryl Beardslee & Steve Margo A. Johnson Schanback T. Howard & Shannon Killifea Royal Credit Union Osceols Nancy Beck Lucie & Charlotte Sallin Beverly & Gary Reckmann Rob & Nancy Bullard Dave & Mary Smith Carlson Farms Wayne & Peggy Tomfohrde Janet Susan Feske Jeff & Kerl Uzpen

Ron & Jo Jasperson

John & Karla Jenkins

The Fem Brunclik Family

\$1,000-52,499

Bob & Theresa Wolf

John & Sue Gertach

Warren & Karlene Abell Patricia A. Carlson David & Amy Anderson Mary P. Cotch Cheryl Anderson-Hustad Sharon Dole Jennifer Beyer Kimberly Donaldson Julie & Michael Biedrzycki Mary & Boyd Doech Stephen & Eve Bjork Pam Drinkwine Gree Braun Jan & Earl Duckett Lynn Braunworth & Martin Rhonda & Jim Dunham The LaVonne Ellingson Family Hamm Harold G. & Jean Marilyn Dr. Susan E. Esch Brown Norma Fish

Kent & Ann Jefferson Bradley & Susan Johnson Barbara L. Johnson Elaine J. Johnson Kelly Johnson Wayne & Mary Johnson Tracy Junker Jeff Kaiser Kapco Metal Stamping Nicholas Kulke Mariellyn Kuske Gretchen Ruth Larson Jane Maki Rita & Joe Maloney Charl & Kevin McBride Kelly McBride Dan & Nancy McElfresh and Family Mike & Bonnie McMartin Valerie & Phil Memmer Michele Memit Terry Metz Debarah Meyer Anne Miller Ward & Kathleen Moberg Deb & Dan Murphy Jessica & Todd Neumann The Diane Newman Family

Bruce & Barbara Gillland

Reneë Gothmann

Mary & Peter Gove

Sylvia Kathy Grant

Richard & Deborah Gregory

Scott Hagen & Army

Erickson Hagen

Accounting Services, LLC

Judy Hartman

Barbara Hanson & Hanson

Tyler & Mary Norenberg Osceola Historicai Society Osceola Senior Citizens Club. Margaret Pennings & Dan Morths Plante Marian Quinn & Diane Bystron Arleine Reardon Jeff & Inez Reardon Maria E. Riles Richard & Kathy Ruhsam Terry Ruhsam Peggy Rydeen Gretchen & Denny Sampson Joel Schwochert Security State Bank of Marine Drs. April & Brian Smith and Osceola Family Eye Care Sharon Sponger Cindy Stimmer Steven & Lisa Stroshane Amanda Tembreull Patricia Thompson and Studio A Salon Spa Tom Tinkham & Jacquelyn Hauser Nancy & Jerry Viebrock Merry Vinette Dr. Peggy A. Weber Judy Weiss White Pine Fund of the St. Croix Valley Foundation Michael & Marge Williams E. David Wiseman & Deborah A. Borek Kymberly A. Wright

\$1-3999 Rebekah Palmer Carole & Earl J. Plattner, Sr. Anonymous Assumption Council Polk County Amateur Radio of Catholic Women Association Kathy Beran PO CO Penners Helen Vater Blaha Janie Peterson Shirley Braun Memorial Sandra Ptahler Lee & Judy Carlson Cindy Poutre Catholic Order of Foresters James Price Dick's Fresh Market James Quinn Gregory Exborn RE/MAX Synergy's Muske LaVonne Ellingson Community Support Krista Erickson Foundation Mike & Patrice Evens Vernon F. Redlich Patrick Flanders Deb Rose & Rick Raffesberger Natasha Hauranek Don & Andrea Rud Tom Hecht & Sue Burrows The Sanders Family Rob Hollman Lisa Schiebel Dean Hinnuer Sally & Daniel Score Richard Hoverman Wayne & Susan Shelton Dr. Douglas B. & Angela K. Andrea Skinner Johnson Idella Staab Kathryn Jones Dave & Kathy Stephansen Jonathan Kahn Alan & Nancy Swenson Dodd & Nancy Knutsen Bruce & Mary Swenson Jerissa & John Koenig Jerry & Gienna Tack Richard & Norma Kretzschmar Lisa Thorsland Corey Lardingis Lloyd & Diane Tinney Janet Len-Rics Sharon Vazquez David & Stephanie Lindholm Chris Wahlstrons Dorathy Lindholm Michelle L. Ward Mike Waschbisch Jennifer Lutz Jeff & Connie Marschike Doug Wellumson Ellen McEvoy Barb Young Wetzel Steven & Florence McKenzie Lynn & Jake Whaten Larry & Kelli Mederich Wisconsin Association of Repeaters, Inc. Timothy Neumann Jill & Paul Norstrem Joyce Matry Zaiser Alice Olson Memorial

Corrine Zehm

Kirk & Carol Otto



To: Village Board

From: Benjamin Krumenauer, Village Administrator

CC: Files

Date: 2/4/2022

Re: Item 6d: Update on Removing "Discovery Center" from municipal building

GENERAL INFORMATION

Background

At the behest of members of the community, department staff and Village Trustees staff began researching improved exterior signage. Proposed improvements include the removal of "Discovery Center" on the upper level and replaced with "Public Library" and "Senior Center". Additionally, staff is requesting an update to the lower level signage to include better descriptions of core village hall services. Total cost of project is \$18,790 (Sources of funding: \$5,000 police donation, \$1,000 senior center donation, \$4,860 library, \$7,930 village).

Action(s) Requested

1. Review of proposed exterior wall signage

Proposed Signage



Senior Center Cost: \$4,830 (Senior Center is donating \$1,000)



Public Library: \$4,860



Osceola: \$4,655 Police: \$1,840 Village Hall: \$2,380



To: Village Board

From: Benjamin Krumenauer, Administrator

CC: Board Packet

Date: 2/4/2022

Re: Item 6e: 2022 Employee Agreement between Village and Police Union Local 101 (1 year)

ITEM DESCRIPTION:

This item pertains to the employment agreement between the Village of Osceola and the Police Department employees represented by Wisconsin Professional Police Association. The proposed agreement is for one year and relates to employee hourly wages, benefits and general protections.

ATTACHMENTS:

1. Proposed 2022 employee agreement

ANALYSIS:

Regular duty Osceola police officers are represented within the Wisconsin Professional Police Association (WPPA). Wisconsin allows for public safety employees to unionize with respects to regular activities, wages, benefits and other acceptable methods within state regulations. Representatives from the Village and Police Department/WPPA met on several occasions and were able to come up with a one-year agreement. The updated contract is attached for your review. Areas of change include:

ARTICLE VIII WAGES:

• Represented employees will receive a 3.0% increase in wages as reflected in the agreement. Rates will be retroactive to January 1, 2022. This is reflected in Appendix "A"

January 1, 2022
With 3% increase at the base

	AA (\$/hour)	BB (\$/hour)
Start of Year 1	27.92	28.92
Start of Year 2	28.91	29.91
Start of Year 3	29.88	30.88
Start of Year 4	30.87	31.87
Start of Year 5	31.86	32.86

ARTICLE IX – UNIFORMS SECTION 9.01

- The Village, per standard budget expenses will also increase funding for replacement ballistic vests from \$1,160 to \$1,400.
- The annual uniform allowance shall be increased from \$550 per employee to \$650.

ARTICLE XXII - TERMINATION

• Agreement is for one-year and shall be affective January 1, 2022 and terminate on December 31, 2022

OTHER NOTES

The Village Board has stated that several areas of the general village employee handbook are due for updates in 2022. Many of these updates may impact future agreements with the police staff. Due to this and the general disagreements pertaining to base wages, staff and WPPA represented employees will likely begin discussions on a multi-year agreement much earlier than normal in 2022.

RECOMMENDATION(S):

Admin & Finance Committee reviewed and recommend approval of the union agreement.

Administrator recommends approval of Item 6e approval of employee agreement between Village and Police Union Local 101.

Agreement between the

VILLAGE OF OSCEOLA

and the

OSCEOLA PROFESSIONAL POLICE ASSOCIATION



LOCAL 101

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2022 -

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	RECOGNITION ASSOCIATION ACTIVITY SENIORITY GRIEVANCE PROCEDURE DISCIPLINE HOURS OF WORK WEEK, HOURS AND OVERTIME WAGES UNIFORMS LEAVE OF ABSENCE SICK LEAVE FUNERAL LEAVE JURY DUTY MILITARY LEAVE VACATION HOLIDAYS INSURANCE RETIREMENT CONTRIBUTIONS WORKER'S COMPENSATION EDUCATIONAL INCENTIVE SEPARABILITY, CONDITIONS OF AGREEMENT AMENDMENTS AND SAVINGS CLAUSE TERMINATION DUES DEDUCTION DUES DEDUCTION DUES DEDUCTION DUES DEDUCTION DUES DEDUCTION OTHER AGREEMENT MAINTENANCE OF BENEFITS MILEAGE ENTIRE MEMORANDUM OF AGREEMENT SIGNATURE PAGE APPENDIX "A"

<u>AGREEMENT</u>

This Agreement made and entered into at the Village of Osceola, Wisconsin, by and between the Village of Osceola as the municipal employer, hereinafter referred to as "Employer" and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, hereinafter referred to as the "Association," as the representative of all regular full-time employees who are employed by the Village of Osceola Police Department.

ARTICLE I - MANAGEMENT RIGHTS

<u>Section 1.01</u> - Except as otherwise specifically provided in this Agreement, the Village retains all the rights and functions of management that it has by law.

<u>Section 1.02</u> - Without limiting the generality of the foregoing, this includes:

- (a) To direct all operations of the Village;
- (b) To establish reasonable work rules and regulation;
- (c) To hire, promote, schedule and assign employees to positions and tasks within the Village in accordance with the terms of this Agreement;
- (d) To relieve employees of their duties subject to the terms of this Agreement;
- (e) To maintain efficiency of Village operations;
- (f) To take whatever reasonable action is necessary to comply with the United States Constitution, state or federal law;
- (g) To introduce new or improved methods or facilities or to change existing methods or facilities;
- (h) To determine the kinds and amounts of services to be performed as pertains to Village operations and the number and kind of employees to perform such services;
- (i) To determine the methods, means, and personnel by which Village operations are to be conducted;
- (j) To take whatever reasonable action is necessary to carry out the functions of the Village in situations of emergency;

(k) To suspend, demote, discharge, or take other disciplinary action against the employees for just cause.

Section 1.03 - Employees shall comply with all reasonable work rules. Said rules and regulations shall be in writing and shall be posted on the Employees premises at a designated location where they shall be visible to all employees. A copy of said rules and regulations and any changes thereof shall be sent to the Association.

Any changes in wages, hours, or working conditions contrary to the provisions of this Agreement shall be negotiated between the Village and the Association prior to implementation.

ARTICLE II - RECOGNITION

Section 2.01 - The Employer hereby recognizes the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association as the sole and exclusive bargaining agent for all regular full-time employees of the Police Department but excluding all supervisory, managerial, and confidential personnel. A regular full-time employee is defined as an employee who is on pay status a minimum of 2080 hours for a twelve (12) month period.

ARTICLE III - ASSOCIATION ACTIVITY

Section 3.01 - Association business may be conducted by employees during work hours in such a way as not to interfere with the operation of the Employer without loss of pay. Employees shall give advance notice to the Chief before engaging in Association business and collective bargaining. Time for the Association business shall be limited to no more than one (1) hour per week except for negotiation sessions and arbitration hearings for which the employee would be subject to call if the employee is on duty.

<u>Section 3.02</u> - The Association shall have the right to post Association material on a designated portion of the bulletin board on the Employer's premises.

ARTICLE IV - SENIORITY

<u>Section 4.01</u> - Seniority shall be determined by the employee's length of service as of the first date of employment by the Employer.

Section 4.02 - All new employees shall be on probation for a period of twelve (12) months. The Employer agrees to evaluate all probationary officers on a quarterly basis. The probationary employee shall receive a copy of each quarterly evaluation. Evaluations will be conducted by the Chief of Police. Both the Chief of Police and the probationary employee shall sign the quarterly evaluation. The probationary officer's signature shall have no other meaning or inference other than that the probationary officer reviewed the quarterly evaluation and received a copy of the quarterly evaluation. If the employee's work performance proves unsatisfactory or if the employee is determined unfit for continuance in the service during the probationary period, the employee may be terminated by Employer.

<u>Section 4.03</u> - Layoffs shall be subject to seniority within the department: last hired, first laid off; last laid off, first called back.

Section 4 04 - An employee's accumulation of time worked will be terminated if the employee is discharged. If employee is laid off, employee shall retain his/her seniority for two (2) years after lay off

Section 4.05 - During the period of time a regular full-time employee is laid off pursuant to Section 4.04, the employer agrees to reimburse the employee, following completion of the schooling, the costs of schooling, tuition, and required study materials including textbooks, meals, mileage and lodging for the laid off employee to keep his/her certification as mandated by the State of Wisconsin Training and Standards Board to the extent it is reimbursed by the State or Federal Government. If the employee is fully recalled or works in excess of six hundred (600) hours in the twelve (12) calendar months following involuntary layoff, the Village will reimburse the employee for the balance of reasonable and necessary expenses listed above not reimbursed by others. The laid off employee shall attend the training on his/her own time. The twelve (12) month period referred to in this section shall commence on the date of involuntary layoff.

ARTICLE V - GRIEVANCE PROCEDURE

Section 5.01 - Definition: The term "grievance" means a dispute between the Employer and the Association concerning the interpretation, application, or violation of this Agreement. All days referred to in this article shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays listed in this contract. Furthermore, all time limits in this procedure may be extended by mutual agreement, in writing, by the parties.

Section 5.02 - Procedure: A grievance shall be handled in the following manner:

- Step 1: An employee who has a grievance shall, within ten (10) days from the date such grievance arises or from the date employee has knowledge thereof, which occurs first, report such grievance to the Chief of Police. The Chief of Police shall respond within ten (10) days.
- Step 2: If the grievance is not satisfied in Step 1, it shall be reduced in writing and submitted to the Employer within ten (10) days, and the Employer shall respond in writing within ten (10) days of said meeting.
- Step 3: If the grievance is not satisfied in Step 2, the matter may be submitted within ten (10) days to the Wisconsin Employment Relations Commission, who shall appoint a member of its staff to hear the matter. The arbitrator appointed by the WERC shall meet with the parties at a mutually acceptable date to review the evidence and hear testimony relating to the grievance. Upon completion of the hearing, the arbitrator shall render a written decision to both parties, which shall be final and binding except for judicial review. The arbitrator shall have no authority to add to or modify the terms of this agreement. The parties shall be responsible for any and all costs and out of pocket expenses they may incur.

ARTICLE VI - DISCIPLINE

Section 6.01 - When an employee is required to meet with the Chief of Police and if said meeting may involve discipline, the Chief of Police shall notify the employee at the onset of said meeting. The employee shall have the right to have an Association representative present if the employee so chooses. An Association representative, if on duty status, may be present at the

settlement of any disciplinary matters without loss of pay. The standard of appeal for any disciplinary matter shall be for just cause.

Section 6.02 - Any employee who receives a written notice of the Employer's intent to demote, suspend, or discharge, may request a hearing with the Police Review Board within ten (10) days of the receipt of the Employer's written notice of intent to demote, suspend, or discharge, pursuant to the terms of state statute 62.13. The Employer shall give the Association a copy of said written notice.

At the conclusion of the Police Review Board hearing and upon receipt of the finding of fact from the Police Review Board, the employee or the Association may request arbitration pursuant to step 3 of Article V. However, the Association must notify the Employer within ten (10) days of receipt of the Police Review Board finding of fact of its intention to pursue arbitration.

Section 6.03 - Personnel Procedures:

- (a) An employee shall have the right to inspect the entire contents of his/her personnel file as defined in Wisconsin Statutes 103.13.
- (b) An employee shall have a right to copies of any material placed in his/her file at no cost to the employee.
- (c) Management shall not place any reports dealing with internal police investigations that were proven to be unfounded or unmeritorious in the employee's permanent record. Employees may attach their response to any and all complaints. The Employer will not require the employee to take a polygraph test.

ARTICLE VII - HOURS OF WORK WEEK. HOURS AND OVERTIME

Section 7.01 - Work Schedule: The standard work schedule shall consist of Two (2) twelve-hour on duty days to be followed by two (2) rest days, followed by three (3) twelve-hour on duty days, followed by two (2) rest days, followed by two (2) on-duty days, followed by three (3) rest days, 2-2-3-2-2-3 as a repeating 28-day cycle. The on-duty workday shall be as outlined below including a one-half (½) hour paid lunch period during which time the employee shall be on call. The employee shall be allowed two (2) twenty-minute paid breaks per shift. Under no

circumstances may an employee's shift be changed for disciplinary purposes. Pursuant to the partial exemption from the Fair Labor Standards Act for employees engaged in law enforcement activities (Section 7 (k); 29 C.F.R. 553.201 et seq; 553.23), the total hours worked in a 14 day work period can be aggregated for determining overtime. Under a 14 day work period a maximum of 86 aggregate hours can be worked before the Employer is required to pay overtime. The Employer hereby establishes a 14 day work period allowing for 86 hours to be worked in aggregate before overtime is paid. It is understood that this schedule produces 84 work hours within the 14 day period or 2,184 work hours in a year. The Employer understands that the required hour for a FTE under this Agreement is 2,080, and that the employees do not desire to work the additional 104 hours per year or 4 hours per 14 day work period. Therefore, the employee shall work a minimum of 80 hours per 14 day work period; however, nothing in this Agreement shall prevent the employee from working up to the 86 hours in the 14 day work period, as approved by the Police Chief. In order to accommodate the 12-hour work day and 14 day work period within the total of 2,080 hours per year, the employee, with the approval of the Police Chief, may schedule the unpaid time off in hourly increments. However, the employee is required to utilize half of the unpaid time from January 1 through June 30 and the remaining half of the unpaid time by December 31. The employee may utilize more or less than half of the unpaid time during each half of the year upon making a request to the Police Chief and approval by the Police Chief and the Village Administrator. The use of this unpaid time shall not count toward the hours aggregated to determine overtime pay for the 14 day work period.

Section 7.02 - Overtime: All employees who work in excess of 86 hours in a 14 day work period shall receive one and one-half (1 ½) times the straight hourly rate for hours worked in excess of 86 for the work period; however, notwithstanding the previous statement, all employees who work in excess of the regular twelve (12) hour work schedule shall receive one and one-half (1 ½) times the straight hourly rate for all overtime hours worked. Any overtime worked in excess of the twelve (12) hour work schedule and paid as overtime shall not count toward the hours aggregated to determine overtime pay for the 14 day work period. As an alternative, employees may bank overtime and utilize it later as compensatory time off at the rate of one and one-half (1 ½) hours for each hour of overtime. All overtime hours are subject to

approval and review by the Chief of Police. Use of compensatory time off must be approved by the Chief of Police. Employees can accumulate compensatory time off on an unlimited basis. Any compensatory time on the books at July 1 in any calendar year may be paid to the employee at the sole option of the employee. Any compensatory time on the books as of December 31st of any calendar year shall be paid out to the employee on the first payroll period in January of the succeeding year. Each January 1st the employee shall start the calendar year with no compensatory time on the books.

<u>Section 7.03</u> - Call in Pay: Any employee who is ordered to report for duty at a time other than the employee's regular tour of duty shall be compensated at a minimum of two hours at the straight time rate, or time plus one-half whichever is greater.

Section 7.04 - Court Pay: All employees who report for court duty during off-duty hours shall be compensated a minimum of two (2) hours to include travel time. All employees shall be paid 2 hours at the regular hourly rate for court appearances that are canceled less than 24 hours of the required court time of said appearance.

Section 7.05 - Law Enforcement Dog Handling Pay: It is understood that the employee responsible for the Employer's law enforcement dog handling will be compensated, per appropriate federal and state statutes, for time spent caring for the law enforcement dog. It is agreed that one half-hour per day is sufficient time to undertake care of the law enforcement dog.

ARTICLE VIII - WAGES

Section 8.01 - Wages shall be paid according to the wage scale attached hereto as Appendix "A." The Village reserves the right to determine initial placement on the wage grid for new hires with prior law enforcement experience.

Section 8.02 - In order to allow the police officers to receive payment of their wages on a regular two (2) week pay cycle, as do all other Village employees, it is agreed that police officers will have their annual wages divided by the 26 pay periods and paid routinely that amount, plus pay for any overtime worked during that pay period.

Pay to be calculated using the following formula:

Hourly rate of pay (from schedule A) x annual number of hours =

\$ total annual regular wages, divided by 26 pay periods = regular two (2) weeks' pay. All overtime and other pay earned during the pay period shall be added with the regular pay for the period.

ARTICLE IX - UNIFORMS

Section 9.01 - The Employer shall provide each new full-time employee with a complete uniform, including a ballistic vest, Type 3A or better, as defined by department policy of the Osceola Police Department. In addition, the Village of Osceola agrees to provide replacement ballistic vests based upon the manufacturer's specifications. Replacement ballistic vests shall be mutually agreed upon by the Employer and the affected bargaining unit employee, and the costs of the replacement ballistic vest shall not exceed \$1,400.00, paid entirely by the Village of Osceola.

The annual uniform allowance shall be \$650.00 per bargaining unit employee per calendar year. Uniforms and/or equipment items purchases with an employee's uniform allowance shall conform with departmental policy. For reimbursement out of the individual bargaining unit employee's annual uniform allowance, the affected employee shall turn in receipts to the Village of Osceola for reimbursement. Said reimbursements shall be paid within thirty days of receipt by the Village of Osceola.

Section 9.02 - If at any time while in the performance of his/her duties an employee so damages, destroys, or loses any personal property such as glasses, watches, etc., or department issued uniform items, the Employer will pay the total cost of such replacement or repair, provided, however, any damage, destruction, or loss was not caused by negligence of the employee. Disputes will be resolved using the grievance procedure.

ARTICLE X - LEAVE OF ABSENCE

Section 10.01 - Approved Leave: Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) calendar days and may, at the sole discretion of the Employer, be extended for like periods. Written permission for extension must be secured from the Employer. The employee must make suitable arrangements for continuation of health insurance payments before any leave may be approved by the Employer. At the employee's option, any leave of absence taken may be deducted from the vacation credits of the employee taking such leave. Any such leave of absence shall be without pay and no accumulation of benefits during the time off.

ARTICLE XI - SICK LEAVE

Section 11.01 - Each full-time employee shall earn and accumulate eighty (80) hours of sick leave with pay at his/her regular rate of pay for each twelve (12) months of employment. Sick leave may be accumulated on account to a maximum of seven hundred twenty (720) hours. When an employee's sick leave bank reaches the maximum of seven hundred twenty (720) hours, employee shall continue to receive eighty (80) hours additional sick leave days for each twelve (12) months of employment; but at the end of the year, employee shall be paid at the rate of fifty (50) percent of his/her current salary for the hours not used in excess of the seven hundred twenty (720) hours maximum.

Section 11.02 - After an employee has been on sick leave for three (3) consecutive days, the Employer may require that the employee submit a doctor's certificate to the Employer.

Section 11.03 - Any days on which the employee would not have been scheduled to work will not count against sick leave.

Section 11.04 - Sick leave may be taken on an hourly basis for doctor appointment, etc., with the provision that authorization be obtained twenty-four (24) hours in advance. Sick leave may also be taken on an hourly basis if such illness occurs during the regular workday. Sick leave may not be used for any purpose other than sickness of the employee.

<u>Section 11.05</u> - Upon retirement, all employees shall have the option to receive in a lump-sum payment one-half the current rate of pay per hour for each hour remaining in their sick

leave account; or the retiring employee may request the Employer to establish a health insurance premium account for the employee. The employee must notify the Employer thirty (30) days prior to severance of employment as to how the sick leave shall be paid. Such premium account shall only be used for the purpose of making payments of premiums for the Employer's health insurance program on behalf of the retired employee. Payments of such premiums will be on the basis of whatever the premium cost per month is until such premium account is depleted or the retired employee is no longer eligible to participate in the Employer's health insurance program. In the event the premium account is depleted, the employee may continue to participate in the Employer's health insurance program at his/her own expense. For the purposes of this section, "retirement" shall be defined as any employee discontinuing his/her service with the department at or after the normal retirement age determined by the Wisconsin Retirement Fund or as the result of a permanent disability that would not allow the continuance of employment as a police officer. For the term of this agreement, the payment defined above shall be paid into the employee's VEBA account defined in Section 17.04 of this agreement.

Section 11.06 - Sick Leave for Family Illness: Employee's will be allowed to use sick leave in case of emergency injury or serious illness in the immediate family where the family member requires the constant attention of the employee. The Employer may require the employee to make other arrangements for the family member within forty (40) working hours. Immediate family members are defined as the officer's spouse, children, or other member of the employee's household.

ARTICLE XII - FUNERAL LEAVE

Section 12.01 - An employee shall be granted funeral leave with pay for the purpose of attending the funeral of a member of the employee's immediate family. Said leave shall not exceed five (5) days for the following funerals: spouse of the employee, and children. Said leave shall not exceed three (3) days for the following funerals: employee's parent, brothers, and sisters. Said leave shall not exceed one (1) day for the following funerals: Parents-in-law, grandparents, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, and aunts. The funeral of more than one (1) person at any one time shall be considered one (1) funeral.

ARTICLE XIII - JURY DUTY

Section 13.01 - An employee covered by this Agreement who serves on a jury shall be paid by the Employer the difference between the earnings for such jury duty and his/her regular earnings, except that in the case of the employee who reports for daily jury duty but is dismissed from serving on the jury on any day. Such employee shall return to his/her job to complete the regularly scheduled workday.

ARTICLE XIV - MILITARY LEAVE

<u>Section 14.01</u> - All employees who are called for military duty for the United States Government shall be considered on leave of absence and shall retain all seniority rights cumulatively and without interruption.

Section 14.02 - Each such employee shall, on request, be reinstated to a comparable position he/she held on entering the service, provided such request is made within fifteen (15) days after such employee is lawfully available to return to work.

Section 14.03 - Employees who are members of active Military Reserve or National Guard Units and are required to attend yearly training sessions may elect to take the said two-week (2) period as his/her vacation period; however, it shall not be mandatory.

ARTICLE XV - VACATION

<u>Section 15.01</u> - <u>All existing employees as of December 31, 2016</u> shall be eligible for vacation as follows:

After one year of continuous service	. forty hours
After second year	eighty hours
After fourth year	eighty-eight hours
After fifth year	ninety-six hours
After seventh year	one hundred four hours
After eighth year	one hundred twelve hours
After ninth year	one hundred twenty hours
After tenth year	one hundred twenty-eight hours
After eleventh year	one hundred thirty-six hours
After twelfth year	one hundred forty-four hours
After thirteenth year	one hundred fifty-two hours
After fourteenth year	one hundred sixty hours

Employees hired on or after January 1, 2017 shall follow the vacation and accrual schedule in Exhibit "B". The vacation will be pro-rated and accrued for each payroll period during the year.

Section 15.02 - Any vacation expected to be earned by an employee during a calendar year shall be made available to the employee each January 1. Should the employee separate prior to years end a deduction for vacation taken and not earned shall be made.

Section 15.03 - Any employee who has qualified for his/her first vacation with pay and who is laid off, discharged or resigns shall receive vacation wages prorated at the rate of one-twelfth (1/12) for each full month worked on the basis of the period worked at the time of said interruption or termination of employment.

Section 15.04 - The following procedures will be followed in the selection of vacations:

- (a) The employees covered by this Agreement will select their first week's vacation on the basis of seniority. Employees shall designate their choice of vacation period on or before December 15th of the previous year; however, this provision may be waived by the Chief in his sole discretion.
- (b) If an employee does not select his/her vacation as specified in (a) above, then an employee shall give notice to the Chief of intent to take vacation time and the amount of vacation to be taken at least thirty (30) days before the vacation is to begin. Shorter notice of intent to take vacation may be approved by the Chief, at the Employer's discretion, absent scheduling conflict.
- (c) Employees may be permitted to take all accrued vacation at once or to split the vacation on an hourly basis. The Employer may require the employee to split or defer vacation periods in order that the necessary functions of the Police Department be maintained. If an employee must defer his/her vacation at the request of the Employer, it shall be carried forward and arrangements made for vacation allotment.

<u>Section 15.05</u> - All time lost because of duty-related injury or illness shall count as time worked for vacation purposes.

Section 15.06 - In the event of death of an employee who is entitled to vacation pay under provisions hereof such vacation pay and earnings due such employee shall be paid to his/her lawful heirs at the rate of pay in effect at the time of death in accordance with the law.

ARTICLE XVI - HOLIDAYS

<u>Section 16.01</u> - Full time employees in the bargaining unit shall receive sixty-eight (68) hours total pay for holidays as follows:

New Year's Day

Friday before Easter (one-half day)

Memorial Day

Easter

Labor Day

Fourth of July

Christmas Eve

Thanksgiving Day

New Year's Eve

Christmas Day

<u>Section 16.02</u> - Employees shall receive holiday pay in one lump sum in November of each year.

Section 16.03 - Employees shall receive one-floating holiday at the Officers regularly assigned work hours.

ARTICLE XVII - INSURANCE

Section 17.01 - Surgical and Medical Insurance: The Employer will continue in effect a surgical and medical insurance plan and a dental insurance plan. The Employer shall contribute eighty-seven and one half (87.5) percent of the monthly health and dental insurance premiums, and the employee shall contribute twelve and one half (12.5) percent of the monthly health and dental insurance premiums. This is to be done under the Village Section 125 Plan. In the event an employee voluntarily elects not to participate in the Employer's group health insurance plan, the employer agrees to compensate the employee, as taxable income, an amount equal to 100% of the monthly premium amount that the Village would have paid had the employee remained on the Villages' insurance plan, not to exceed \$400 per month. This shall also be done under the Village Section 125 Plan. Said payment shall be in addition to employee's regular rate of pay. However, at any time during the year, the employee can elect to enroll in the Employer's health

insurance plan subject only to the underwriting requirements of the insurance company providing coverage. Election to enroll shall terminate the per month payment.

Section 17.02 - Conditions of Insurance:

- (a) The Employer shall continue to make its premium contributions for a period of seven (7) months from the date last worked with respect to an employee who is absent due to an occupational illness or injury. In the event an employee recovers monies in a civil litigation resulting from a duty related injury or illness, against any unknown third party or parties, the employee shall make the Employer whole for any monies the Employer expended for health insurance premiums, while the employee was on injury or illness status.
- (b) If an employee is granted leave of absence and desires to have his/her insurance coverage continued, employee must pay the Employer, from the date of the leave of absence being effective, sufficient monies to pay the required monthly premiums during the period of absence subject to State and Federal law.
- (c) When an employee is discharged for cause, is laid off or voluntarily terminates his/her employment, the Employer shall make its premium contribution for the month during which such termination occurs and shall be required to make no further contribution as to that employee.
- (d) When a laid-off employee is reinstated, the Employer shall, if possible, make its required premium contribution for the month in which the employee returns to work.
- (e) When an employee who has been on a leave of absence returns, the Employer shall make its required premium contribution beginning with the month following the employee's return to work.
- (f) If an employee is laid off, on leave of absence, pensioned, or disabled because of an illness or injury beyond the period set forth in subsection (a) of this section or if an employee is retired, the Employer will accept the monthly premium from the employee and remit such contribution to the insurance carrier so long as permitted by the carrier and the terms of its coverage, not to exceed age 65.

Section 17.03 - Life Insurance: The Employer shall pay one hundred (100) percent of the cost of life insurance premiums for each employee covered under the terms and conditions of this agreement. The life insurance shall be the same identical plan provided to other Village of Osceola employees.

Section 17.04 - Long-Term Disability Insurance: Effective January 1, 2013, the Village shall pay 100% of premiums for all eligible employees for a long-term disability insurance plan which pays 60% of an employee's wages, up to \$4,000 per month upon a qualifying disability, after a 90-day waiting period.

Section 17.05 - Voluntary Employee Beneficiary Association.

- Life Insurance and Health Plan. The Village of Osceola agrees to participate in the Life Insurance and Health Plan for collectively bargained public employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Post Employment Health Plan, a division of PEPSCO, a deferred compensation plan provider, to act as Plan Administrator and LaSalle National Bank to act as trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of the following category of employees: Osceola Professional Police Association, Local No. 101, WPPA/LEER.
- (b) For the term of this agreement the Employer shall contribute for each eligible employee the amount of \$50.00 per month. Additionally, upon termination, 100% of the eligible employees accumulated sick leave balance that would otherwise have been paid to the eligible employee had the Employer not participated in the Plan shall be contributed to the Plan. In order to minimize the risk of this plan being found discriminatory under section 105[h] of the Internal Revenue Code of 1986, as amended [Code"], the Administrator may request that a contribution amount to a highly compensated eligible employee's account be reduced to the maximum amount contributed on behalf of a non-highly compensated eligible

- employee. If such a request is made, the reduction amount shall be paid to the employee in the form of wages.
- (c) The Employer and Association further agree that for the term of this agreement, salary or hourly rate of pay, for the sole purpose of computing pensionable wages and overtime rates of pay, shall include the Employer's recurring contributions to the Plan (i.e., not lump sum contributions) that would have been recognized as a pensionable benefit had such amounts not been contributed to the plan.
- (d) All contributions, including the administration costs, shall be deducted from the employee's gross wages.
- (e) It is understood that at no time will the Employer make or be asked to make contributions for retiree health insurance other than as set forth in (d).
- (f) Participation is on a nonprecedential basis and shall never be used in any way or cited if any future proceedings.
- (g) Disputes involving this plan shall not be the subject of the grievance procedure.
- (h) The Union shall hold harmless and indemnify the Village in the event the Village shall be joined as a party defendant in a lawsuit relative to the above plan.

Section 17.06 - The Village of Osceola agrees to administer and pay administration costs to enable employee contributions to the Village of Osceola Section 125 plan. Employees, on a voluntary basis, shall be allowed to deposit to the Section 125 plan additional monies beyond their respective share of the monthly health insurance premium.

Section 17.07 - On a voluntary basis, the employee can contribute additional monies to their respective HSA accounts, not to exceed IRS guidelines. All monies in the employee's health savings account (HSA) shall be subject to rollover and portability.

ARTICLE XVIII - RETIREMENT CONTRIBUTIONS

Section 18.01 - The Employer shall make one hundred (100) percent of the Employer and employee contributions toward the Wisconsin Retirement System for all eligible employees hired before July 1, 2011. Each eligible employee shall be a participant in the Wisconsin Retirement System as provided by Wisconsin Statutes and rules promulgated by the Wisconsin

Department of Employee Trust Funds. Effective July 1, 2011, all new hires shall be required to contribute an amount equal to one-half of all actuarially required contributions for a general participant toward the Wisconsin Retirement System. If the Wisconsin State Legislature amends the required amount of the Employer contribution for employees hired before July 1, 2011, the revised percentage shall take effect on January 1st of the next full calendar year after adoption by the Legislature

ARTICLE XIX - WORKER'S COMPENSATION

Section 19.01 - Employees who become eligible for and receive Worker's Compensation benefits pursuant to Wisconsin law may elect to have the Employer deduct from the employee's accumulated sick leave account the actual time needed to generate the difference between the verified Worker's Compensation payment and the amount of the employee's regular daily wage. When the employee's sick leave account has been exhausted, the employee shall receive the Worker's Compensation payment only. Fringe benefits will not accrue during the Worker's Compensation benefit period.

ARTICLE XX - EDUCATIONAL INCENTIVE

Section 20.01 - In order to furnish an incentive for employees of the Police Department who desire to participate in criminal justice educational programs on their own time, an educational incentive program is hereby established.

<u>Section 20.02</u> - All employees who desire to participate in this program shall submit their request to the Chief for the Employer's approval by the Village Administrator, stating the school they desire to attend, the subjects of instruction, the number of credits, and tuition costs for such attendance.

Section 20.03 - Upon successful completion of each course the employee shall present to the Chief an official school recording indicating at least a "B" or 3.0 on a 4.0 scale in the subjects taken that semester together with an application for reimbursement of the tuition costs by the Employer. In addition, the employee shall submit documentary evidence that the tuition costs have been paid by him/her. Upon compliance with the provisions of this section, and approval by

the Village Administrator, reimbursement of the tuition costs shall be made by the Employer to the extent that funds are available. Should the employee leave employment with the Employer within three years from the date of the class or course for which the Village reimbursed tuition costs, the employee shall reimburse the Employer for the cost of the tuition or a prorated share of the tuition calculated from the date of the reimbursement over a three year period. No reimbursement shall be made for tuition costs which have been paid under any veterans benefit program or other program of a similar nature.

ARTICLE XXI - SEPARABILITY, CONDITIONS OF AGREEMENT. AMENDMENTS AND SAVINGS CLAUSE

<u>Section 21.01</u> - This Agreement constitutes an entire Agreement between the parties and no verbal Agreement shall supersede any of its provisions.

Section 21.02 - Neither party to this Agreement waives any rights possessed by it under State or Federal laws, regulations, or statutes. It is intended by the provisions of this Agreement that there be no abrogation or limits of duties, obligations, or responsibilities of the Employer which are now provided for by the State Statutes. In the event of conflict between the provisions of this Agreement and such State Statutes, the latter shall, in all cases, be applicable and shall prevail.

Section 21.03 - Any motions, resolutions, or ordinances heretofore adopted by the Employer and inconsistent with the foregoing provisions of this Agreement are hereby superseded by this Agreement.

Section 21.04 - This Agreement may not be amended, altered, or added to except by the mutual consent of the parties in writing.

Section 21.05 - If any article of this Agreement or an addenda thereto should be held invalid by operation of the law or any tribunal of competent jurisdiction, or of compliance, with, or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining and negotiations for purposes of arriving at a mutually satisfactory replacement for the affected article.

ARTICLE XXII - TERMINATION

Section 22.01 - This Agreement shall become effective from January 1, 2022, and continue in effect until December 31, 2022. By July 1 of the year terminating the contract, either party shall serve written notice upon the other that it desires to renegotiate, revise, or modify this Agreement, with negotiations to commence no later than August 1 unless mutually agreed upon. In the event such notice is served, the parties shall operate temporarily under the terms and provisions of this contract until a new contract is entered into. The parties agree to use the arbitration procedure in Wisconsin Stats. 111.77 and 111.70 as applicable to negotiations under WI. Stats. 111.77 if voluntary settlement cannot be reached in negotiations for a successor agreement. Either party can initiate the procedure.

ARTICLE XXIII - DUES DEDUCTION

Section 23.01 - The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER. In addition, the Local Association may authorize local dues which shall be deducted in conjunction with the WPPA/LEER dues. The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the end of each month. Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color or sex.

ARTICLE XXIV - DEFENSE OF A MEMBER OF THE BARGAINING UNIT BY THE VILLAGE ATTORNEY

Section 24.01 - The Employer shall authorize the Village Attorney and/or attorneys for any

insurance company insuring the Employer to defend actions brought by third persons against any member of the bargaining unit based upon claims growing out of acts done in the course of employment or out of any alleged breach of his/her duty as a police officer, pursuant to state statute or such defense be provided under the terms of any applicable insurance coverage of the Employer. The Employer shall provide personal liability insurance for false arrest.

ARTICLE XXV - NO OTHER AGREEMENT

Section 25.01 - The Employer agrees not to enter into any other agreement, written or verbal, with the members of the Police Department, individually or collectively, which in any way conflicts with the provisions of this Agreement. Any such agreement would be null and void.

ARTICLE XXVI - MAINTENANCE OF BENEFITS

Section 26.01 - Any benefit presently in effect specifically referred to in this Agreement, shall remain in effect for the duration of this Agreement.

ARTICLE XXVII - MILEAGE

Section 27.01 - When an employee uses his/her personal vehicle for Village business, the Employer shall pay the current Village rate per mile for all miles traveled on behalf of the Employer.

ARTICLE XXVIII - ENTIRE MEMORANDUM OF AGREEMENT

Section 28.01 - The agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties, and supersedes all previous agreements and past practices between the parties. Any supplemental amendment to this agreement shall not be binding upon either party unless executed in writing by the parties thereto. Waiver of any breach of this agreement by either party shall not constitute a waiver of any future breach of this agreement.

Dated this day of	, 2022.
VILLAGE OF OSCEOLA	OSCEOLA PROFESSIONAL POLICE ASSOCIATION PRESIDENT
By:Village President	By: Ein Leh
	WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION
Attest:Village Administrator	By: Ney Wombehin

APPENDIX "A"

Village of Osceola Wage Scale

January 1, 2022

With 3% increase at the base

	AA	BA
Start of Year 1	27.92	28.92
Start of Year 2	28.91	29.91
Start of Year 3	29.88	30.88
Start of Year 4	30.87	31.87
Start of Year 5	31.86	32.86

Shift Differential: Employees who commence work at 6:00 p.m. or later shall be paid a differential of \$.25 per hour for all contiguous hours worked.

APPENDIX "B"

VACATION (For those hired after January 1, 2017.)

Accrued	Hours
During Year	
Year 1	40
2	80
3	88
	96
5	104
4 5 6	112
7	104
8	112
9	120
10	128
11	136
12	144
13	152
14	160



Memo

To: Village Board

From: Benjamin Krumenauer, Administrator

CC: Board Packet

Date: 2/4/2022

Re: Item 6f: Ordinance #22-01 Electrical Code Update

ITEM DESCRIPTION:

Village staff are looking to update Chapter 92: Building Construction and Fire Protection to include new language pertaining to electrical inspections and permitting. Presently Village Code and the contracted Building Inspector are unable to provide electrical permits or inspections for commercial or industrial properties. All electrical permits and inspections are conducted through the State of Wisconsin. While a valid choice for services, the State is not able to review proposed improvements in a timely manner nor are they able to provide a cost-effective solution for the applicant.

It is with these motives in mind, the Village of Osceola is seeking adoption of the proposed ordinance language so electrical permits can be reviewed, approved and inspected within the Village of Osceola contracted inspection process. This process will likely save the developer permit cost as well as help expedite permits when requested.

ATTACHMENTS:

1. Proposed Ordinance #22-01

RECOMMENDATION:

Administrator and Building Inspector recommend approval of item 6f as proposed.

OSCEOLA CODE

ORDINANCE # 22-01

To Amend the Code of the Village of Osceola Chapter 92 Building Construction and Fire Prevention

The Village Board of the Village of Osceola do ordain as follows:

SECTION I: PURPOSE.

The Village of Osceola finds that it is in the public interest to enact a new portion Chapter 92 Building Construction and Fire Protection providing language regarding electrical code and inspection. Therefore, Code of the Village of Osceola is amended as such.

SECTION II: PROPOSED CODE AMENDMENTS.

Ordinance 92-8 Commercial Electrical

- 92-8.1 Authority
- 92-8.2 Purpose
- 92-8.3 Scope
- 92-8.4 Adoption of Codes
- 92-8.5 Commercial Electrical Inspector
- 92-8.6 Electrical Permit Required
- 92-8.7 Electrical Permit Fees
- 92-8.8 Electrical Inspections Required
- 92-8.9 Exemptions
- 92-8.10 Penalties
- 92-8.1 AUTHORITY. Pursuant to Wisconsin State Statute §101.86(1) and Wis. Admin. Code SPS 316, the Village of Osceola is exercising jurisdiction over commercial electrical wiring in their municipality.
- 92-8.2 PURPOSE. The purpose of this ordinance is for the practical safeguarding of persons and property from hazards arising from electrical wiring and the use of electricity.
- 92-8.3 SCOPE: The scope of this ordinance is for the requirements for permits and inspections per SPS 316.012. These areas include:
 - A. Farms
 - B. Public Buildings
 - C. Places of Employment
 - D. Campgrounds
 - E. Manufactured Home Communities
 - F. A public marina, pier, dock, or wharf
 - G. A recreation vehicle park

- 92-8.4 ADOPTION OF CODES. The current version of the Wisconsin Electrical Codes; SPS 316 of the Wisconsin Administrative Code; and all amendments thereto, is adopted in its entirety and incorporated by reference.
- 92-8.5 COMMERCIAL ELECTRICAL INSPECTOR: The municipality shall designate and appoint an Electrical Inspection Agency to provide Commercial Electrical Inspector(s) who shall administer and enforce this ordinance and shall be certified by the State as a Commercial Electrical Inspector, as specified by Wisconsin Statutes.
- 92-8.6 ELECTRICAL PERMIT REQUIRED: No electrical wiring within the scope of this ordinance may be started or continued unless the owner of the premises where the installation is to occur, or their agent, holds a permit from the designated Electrical Inspection Agency. An electrical permit shall expire 12 months after the date of issuance.
- 92-8.7 ELECTRICAL PERMIT FEES: The fees associated with commercial electrical fees shall be set forth by and approved by resolution by the municipality and per their fee schedule.
- 92-8.8 ELECTRICAL INSPECTIONS REQUIRED: All electrical wiring within the scope of this ordinance shall be subject to inspections.
- 92-8.9 Exemptions: No permit or inspection is required of any installation, repair, or maintenance of electrical wiring within an existing industrial facility or an existing manufacturing facility per the requirements of Wis. Stat. § 101.875(2)
- 92-8.10 PENALTIES: Enforcement of this section shall be by means of withholding of electrical permits, imposition of forfeitures and injunctive action. Forfeitures shall be not less than \$25.00 nor more than \$1,000 for each day of noncompliance. Failure to request a permit prior to the start of the work will have a penalty of double the original permit fee.

SECTION III: COMMERCIAL ELECTRICAL PERMIT FEES

SECTION III hereby amends Chapter A222-1 Fees and Schedules to include electrical permit fees as listed below:

Commercial Electrical Permit Fees

(A) Commercial Electrical WWIA 1-18-22

The total cost of the commercial electrical permit will be the **SUM** of the administrative fee(A1) and the permit fee(A2).

(A1) Commercial Electrical Administrative Fee

Administrative/Base fee is 15% of the permit fee calculated in (A2) below.

(A2) Commercial electrical Permit Fee

(A2.1) Temporary Electrical Service

\$85.00

(A2.2) New Service Fee:

Up to 200 Amp Service

\$85.00

\$35 per 100 amps over 200 amps

*Includes one service disconnect. Each additional is \$17

(A2.3) Panels/Subpanels:	\$25 per 100 amps of panel overcurrent
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(A2.4) Transformers or similar \$.35 per KVA

 (A2.5) Fire Pump
 \$150.00

 (A2.6) Generators
 \$150.00

 (A2.7) ATS
 \$100.00

(A2.8) Solar Photovoltaic \$25 per KW *Requires plan review

Minimum Fee of \$200 and a Max fee of \$500

(A2.9) Fire alarm, signaling, comm, and/or similar \$12 per Cabinet or Controller

 (A2.10) Elevator and/or other similar
 \$85/Car

 (A2.11) Swimming pools
 \$250.00

 (A2.12) Fuel Pumps
 \$30/Pump

(A2.13) Branch circuit/feeder fees

Branch circuit/feeder fees are based on the overcurrent size protecting the circuit.

** 1/2/3 pole over current devices are all counted the same.

Up to 30 Amps	\$8.00
31-60 Amps	\$18.00
61 - 200 Amp	\$40.00
201 - 800 Amp	\$60.00

- (B) Plan review fee of \$80 per hour, charged by the quarter hour
- (C) Minimum commercial permit fee shall be \$150
- (**D**) Starting without a permit is subject to double the normal permit fee.
- (E) Renewal Fee will be half of the original permit fee with a minimum of \$75 and a max of \$250.
- (**F**) Re-inspection fee of \$80 will be applied to 3 or more re-inspections.

SECTION IV: EFFECTIVE DATE

This ordinance shall be in force after its introduction and publication as provided by statute.

SECTION V: SIGNATURES

Adopted the 8 th day of February, 2022.	
	Jeromy Buberl, Village President
	fy that the foregoing Ordinance was duly adopted by the at a legal meeting held on this 8 th day of February, 2022.
	Frances Duncanson, Village Clerk



Memo

To: Village Board

From: Benjamin Krumenauer, Administrator

CC: Files

Date: 2/4/2022

Re: Item 6g: HWY 243 Bridge Update

GENERAL INFORMATION

Village representatives including Board members, PC members and staff are participating in the research and development of the HWY 243 bridge project. Focus group tasks include review of completed environmental studies, initial review of location concepts and at some point final bridge designs.

Step One: Environmental Review and Existing Conditions has been completed. This step focuses on the site parameters and what issues/opportunities it presents.

Step Two: Alternatives Evaluation, focuses on potential sites for a new bridge and what sort of typical design and construction window is needed. Also included in this step is the general location and potential impacts including bluff, parkway and road issues. This is the current step.

Step Three: Final design and construction, will be completed with an anticipated construction window in 2025.

Attached are the most recent document sets related to the project.

For a complete update, visit: https://www.dot.state.mn.us/metro/projects/hwy243osceola/

ATTACHMENT(S)

1. Project PowerPoint Update

ACTION(S)

1. None: general update only



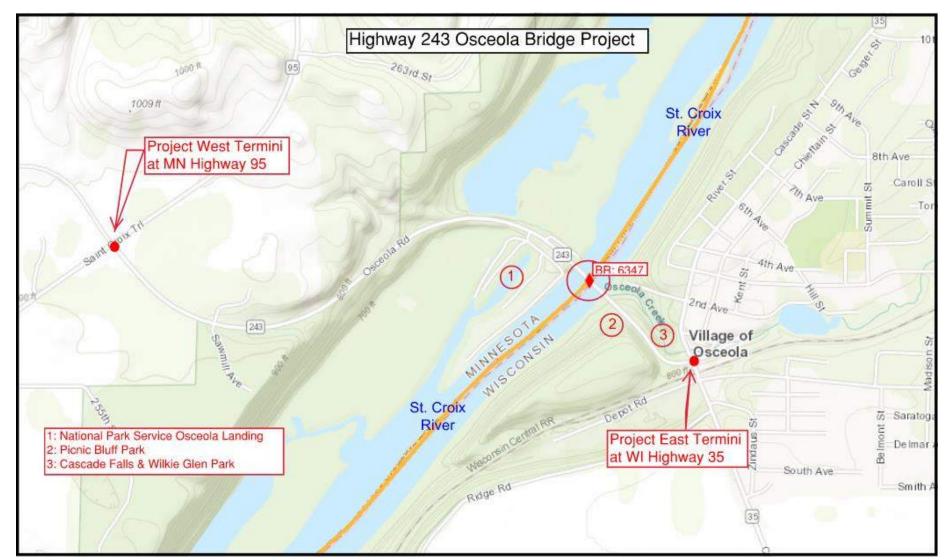
MnDOT Metro District & WisDOT Northwest Region

Hwy 243 Osceola Bridge Project

Cooperating and Participating Agency Meeting #2 – January 26, 2022



Hwy 243 Osceola Bridge Project



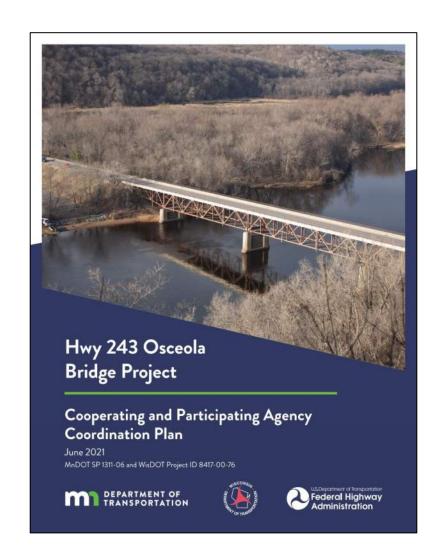






Agency Coordination Plan

- Concurrence from Cooperating Agencies at key decision points
 - NPS USACE, EPA, USFWS, USCG
 - Concurrence Point #1, purpose
 and need
 - Completed in Summer 2022
 - Concurrence Point #2,
 identification of preferred alt.
 - Concurrence Point #3,
 mitigation measures
- Participating Agencies:
 - Minnesota DNR, Wisconsin DNR,
 Village of Osceola, Franconia
 Township









Environmental Review Process

- NEPA Review Process
 - Planned to be an Environmental Assessment (EA)
 - Section 4(f) path to be determined
- MEPA Review Process
 - Minnesota Rules 4410
 - Discretionary EAW
 - Proposer: MnDOT Metro, **RGU: MnDOT OES**



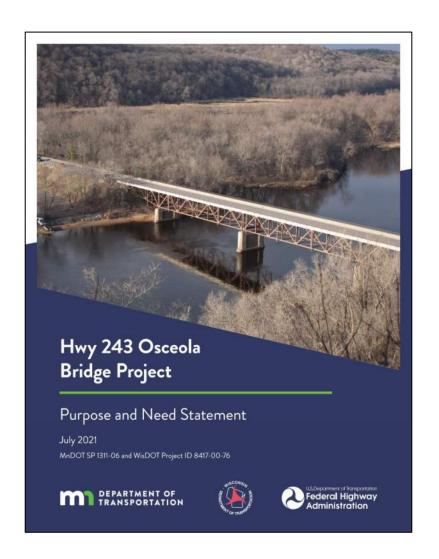






Purpose and Need Statement

- Primary Need
 - Bridge Condition
- Secondary Need
 - Walkability/Bikeability
 - Accommodations on existing bridge
 - Pedestrian/bicycle destinations
- Additional Considerations
 - Maintenance of Traffic During Construction
 - Osceola Landing
 - Stormwater Management
 - Regulatory Requirements
 - Ecological Connectivity



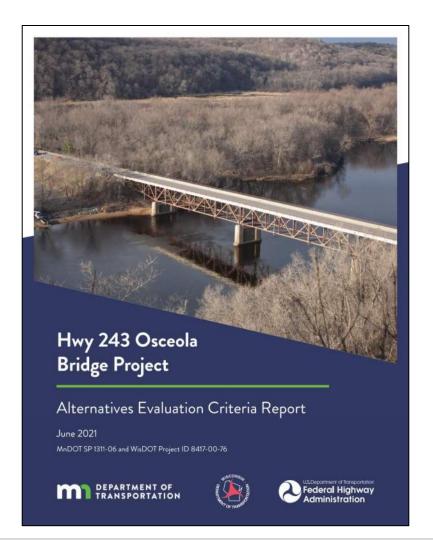






Alternatives Evaluation Criteria Report

- Three step evaluation process
- Progressively greater level of design detail and analyses with each step
- Report identifies
 evaluation criteria,
 performance measures,
 and methodologies with
 each step









Alternatives Evaluation Process

Identify Range of Alternatives

Identify Preferred Alternative

· Primary need (bridge condition) · Fatal flaw evaluation · Existing bridge pier investigation Step 1 Secondary need (walkability/bikeability) · Quantitative and qualitative assessment • Corridor and centerline alignment level of detail Step 2 • Initial assessment of social, economic, and environmental impacts · Quantitative and qualitative assessment · Preliminary design layout level of detail Detailed assessment of social, economic, and environmental impacts Step 3 Bridge type study



Public Engagement Summary

- Purpose and Need and Alternatives Evaluation Criteria published to project webpage
- 15-day public comment period
 - May 19 through June 4
- Media outreach
 - MnDOT & WisDOT public notices
 - News release
 - Gov delivery email
 - Ads in local newspapers
- 95 comments received
 - Nearly 2/3 comments addressed pedestrian and bicycle accommodations

MnDOT & WisDOT welcomes public input on the Osceola Bridge/Highway 243 Project

Share your ideas!

What updates do you want to see on the Oscools Bridge?

MnDOT and WsDOT have developed a draft purpose and need statement on the Oscocla BridgerHighway 243 project and are asking for the public's feedback beginning Wednesdey. May 19. The purpose and read statement are part of the environmental review process and outlines the purpose of the project and the enticipated social, occurrence, and environmental impacts of the proposed action. It is used as a guide to evaluate alternatives and eventually select a preferred option.

The Oscania Bridge was built in 1953 and is an important interstate crossing over the St. Croix River. MnDOT and WisDOT are evaluating bridge reconstruction proposed for 2025. The proposed work will express the bridge connection between Washington! Chicago counties in Winnesota and Polk County in Wisconsin.

Modet.gov/metro/projects/hery243escenia

A T5-day comment period is available for written comments from the public through Friday, June 4, 2021. You may select your comments to jono.comg/fi@state.mnus or send your comment we mail to Droitry Temperoch/MnDOT 1500 W. County Road B-2. Rosewille, MN 55113-3174



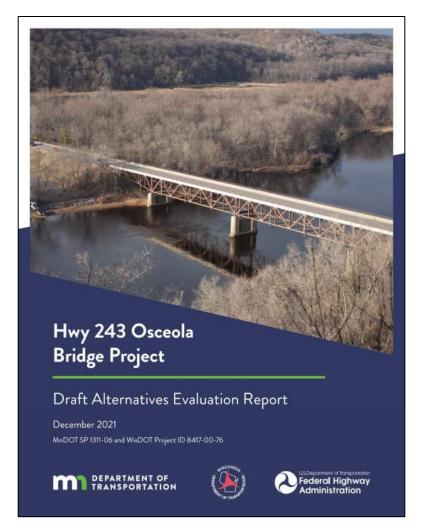






Alternatives Evaluation Step 1

- Completed in Fall 2021
- Informal agency review period
 - November 24 through
 December 13, 2021
 - Feedback from NPS
- Step 1 Evaluation
 - Seven Build Concepts and No Build Alternative
 - Primary bridge condition need
 - Fatal flaw evaluation

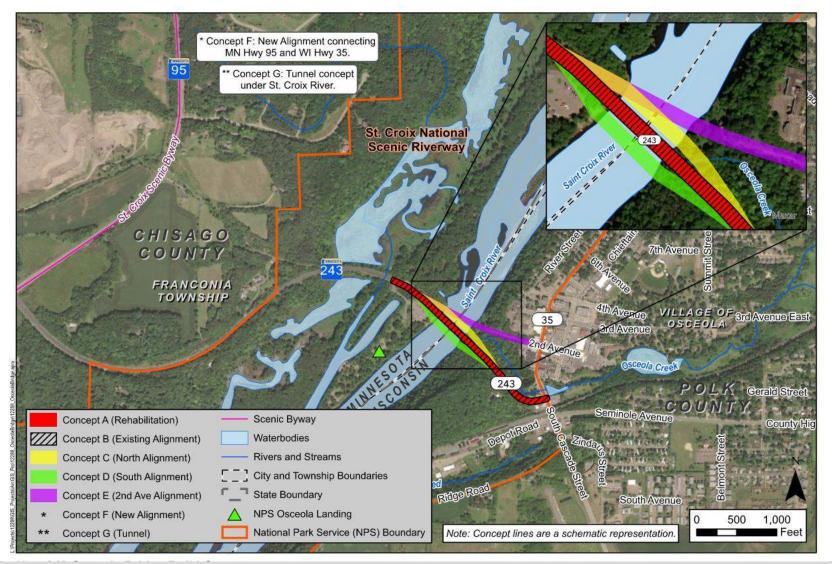








Step 1 Build Concepts









Step 1 Evaluation Matrix

Table 1. Step 1 Evaluation Matrix - Purpose and Need

Primary Need

Fatal Flaw

o Build Alternative and uild Concepts Description		National Bridge Inventory (NBI) condition ratings	Extends service life of structure	vice life of Improves structural robustness Meets the transportation purpose and need?		Fatal flaw evaluation ⁽²⁾	Recommendation	
No Build Alternative	Maintain existing Hwy 243 bridge, routine bridge maintenance	No, does not improve NBI condition ratings. Deck = 4 Superstructure = 5 Substructure = 6	No, does not extend service life. Nearing end of service life for bridge deck. Remaining service life (RSL) for superstructure and substructure of 10-30 years. (3)	No, does not improve structural robustness. Bridge remains load posted at 40 tons (40T). Fracture critical, deck truss structure.	No, does not improve bridge condition. Deterioration will progress and result in eventual closure of Hwy 243 bridge.	Not applicable (N/A)	Retain as per NEPA requirements. Serves as baseline condition against which other alternatives are compared.	
Build Concept A	Rehabilitate existing bridge. Replace deck and superstructure. Re-use existing piers.	Partial, improves NBI condition ratings for deck and superstructure. Deck = 8 Superstructure = 8 Substructure = 6	Partial, extends service life of bridge deck and superstructure. RSL for substructure of 10-30 years. (3)	Partial, improves structural robustness for deck and superstructure (no load posting and not fracture critical). Does not improve structural robustness for substructure.	Partial, improves bridge deck and superstructure condition. Does not provide long-term substructure improvement.	Analysis of existing bridge substructure determined there is not adequate capacity to support a new superstructure and bridge deck. (4)	<u>Dismiss</u> from further consideration.	
Build Concept B	New Hwy 243 bridge on existing alignment (f)	Yes, improves NBI condition ratings. Deck = 8 Superstructure = 8 Substructure = 8	Yes, extends service life. Estimated service life of new bridge 75 years.	Yes, improves structural robustness. New structure with no load posting and not fracture critical.	Yes, improves bridge condition.	No fatal flaw identified.	Retain for further consideration.	
Build Concept C	New Hwy 234 bridge on north side of existing structure (1)	Yes, improves NBI condition ratings. Deck = 8 Superstructure = 8 Substructure = 8	Yes, extends service life. Estimated service life of new bridge 75 years.	Yes, improves structural robustness. New structure with no load posting and not fracture critical.	Yes, improves bridge condition.	No fatal flaw identified.	Retain for further consideration.	
Build Concept D	New Hwy 234 bridge on south side of existing structure (1)	Yes, improves NBI condition ratings. Deck = 8 Superstructure = 8 Substructure = 8	Yes, extends service life. Estimated service life of new bridge 75 years.	Yes, improves structural robustness. New structure with no load posting and not fracture critical.	Yes, improves bridge condition.	No fatal flaw identified.	Retain for further consideration.	
Build Concept E	New Hwy 234 bridge along 2nd Avenue alignment in WI (f)	Yes, improves NBI condition ratings. Deck = 8 Superstructure = 8 Substructure = 8	Yes, extends service life. Estimated service life of new bridge 75 years.	Yes, improves structural robustness. New structure with no load posting and not fracture critical.	Yes, improves bridge condition.	No fatal flaw identified.	Retain for further consideration.	
Build Concept F	New Hwy 234 bridge on new alignment between MN Hwy 95 and WI Hwy 35 (f)	Yes, improves NBI condition ratings. Deck = 8 Superstructure = 8 Substructure = 8	Yes, extends service life. Estimated service life of new bridge 75 years.	Yes, improves structural robustness. New structure with no load posting and not fracture critical.	Yes, improves bridge condition.	Creates a new crossing of the St. Croix National Scenic Riverway. Would have adverse effects to the St. Croix Riverway outstanding remarkable values (ORVs) and other protected resources on both sides of the St. Croix River.	<u>Dismiss</u> from further consideration.	







Step 1 Evaluation Results

- Concepts Dismissed from Further Consideration
 - Build Concept A (Rehabilitation Concept)
 - Analysis of existing bridge substructure determined there is not adequate capacity to support new superstructure and bridge deck
 - Existing Pier Reuse Technical Memorandum
 - Build Concept F (New Alignment)
 - New crossing of St. Croix National Scenic Riverway
 - Adverse effect to St. Croix Riverway outstanding remarkable values
- Concepts Recommended for Further Evaluation
 - No Build Alternative
 - Five Build Concepts

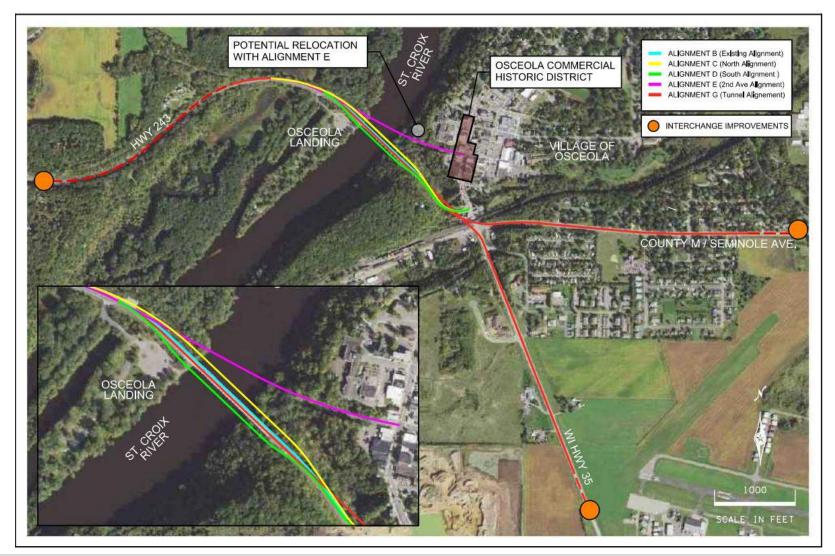


Alternatives Evaluation Step 1A

- Four additional considerations identified since Alternatives Evaluation Criteria Report
 - Added to help distinguish substantive differences among Build Concepts determined to address primary bridge condition need
 - Reflective of unique nature of Build Concepts
 - Build Concepts developed to engineered alignment level of detail
 - Asset Management
 - Asset Security Concerns
 - Operational Requirements
 - Changes in Traffic Patterns



Step 1A Build Concept Alignments









Step 1A Evaluation Matrix

Table 3. Step 1A Evaluation Matrix

Evaluation Criteria	No Build Alternative	Build Concept B (Existing Alignment)	Build Concept C (North Alignment)	Build Concept D (South Alignment)	Build Concept E (2 nd Avenue Alignment)	Build Concept G (Tunnel Concept)
Asset Management	No change.	Similar amount of asset to be managed compared to existing conditions.	Similar amount of asset to be managed compared to existing conditions.	Similar amount of asset to be managed compared to existing conditions.	Similar amount of asset to be managed compared to existing conditions.	Substantial investment. Greatest amount of asset to be managed. Additional bridge structure to manage for nonmotorized crossing of St. Croix River.
Asset Security Concern	No change.	Similar security issues to manage as existing conditions. Manage through traditional means.	Similar security issues to manage as existing conditions. Manage through traditional means.	Similar security issues to manage as existing conditions. Manage through traditional means.	Similar security issues to manage as existing conditions. Manage through traditional means.	Greatest security issues to manage due to underground and confined nature of tunnel compared to bridge structures.
Operational Requirements	No change.	No new operational systems required.	Many new operational systems required. These systems require continuous, active maintenance.			
Change in Traffic Patterns	Maintains existing traffic patterns.	Maintains existing traffic patterns.	Maintains existing traffic patterns.	Maintains existing traffic patterns.	Change in traffic patterns. Loss of onstreet parking. Commercial relocations and Impact to Osceola Commercial Historic District. Routes truck traffic through downtown Osceola.	Change in traffic patterns. Tunnel alignments extend beyond project terminus at WI Hwy 35. Redirects traffic east or south of existing Hwy 243 intersection.







Step 1A Evaluation Results

- Concepts Dismissed from Further Consideration
 - Build Concept E (2nd Avenue Alignment)
 - Changes in traffic patterns in Village of Osceola and impacts to Osceola Commercial Historic District
 - Build Concept G (Tunnel Concept)
 - Asset management, asset security concern due to underground and confined nature of tunnel, greater operational requirements compared to bridge structure
 - Changes in traffic patterns
 - Tunnel Concept Technical Memorandum
- Concepts Recommended for Further Study in Step 2
 - Build Concept B (Existing Alignment)
 - Build Concept C (North Alignment)
 - Build Concept D (South Alignment)



Step 2 Alternatives Evaluation

- Secondary walkability/bikeability need, other considerations (constructability, etc.), and SEE impact evaluation criteria
- Good/Fair/Poor ratings

Alternatives Evaluation Process and Criteria

Table 2. Step 2 Evaluation Criteria and Performance Categories

Category	Evaluation Criteria	Performance Measure	Methodology/Tool	Poor Performance	Fair Performance	Good Performance
Secondary Need	Walkability/ Bikeability	Multi-modal level of service (MMLOS) (segment-based analysis)	Oregon DOT MMLOS methodology	LOS E/F	LOS C/D	LOS A/B
		Pedestrian and bicycle level of traffic stress (LTS) (segment-based analysis)	Oregon DOT pedestrian and bicycle LTS methodology	Pedestrian LTS 4 Bicycle LTS 4	Pedestrian LTS 2 or LTS 3 Bicycle LTS 2 or LST 3	Pedestrian LTS 1 Bicycle LTS 1

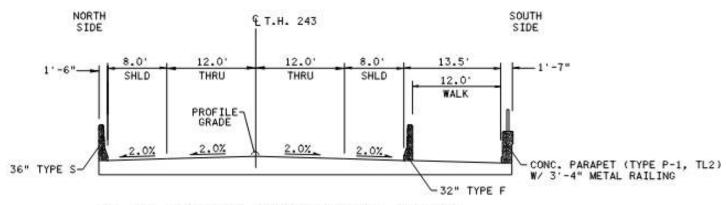






Step 2 Build Alternatives

- Three Build Alternatives developed to engineered corridor footprint level of detail
 - 45 mph design speed
 - Typical section with 12-ft travel lanes, 8-ft shoulders, 12-ft trail
 - Assumed trail on south side for purposes of Step 2
 - Worst-case scenario for Step 2, not final cross section

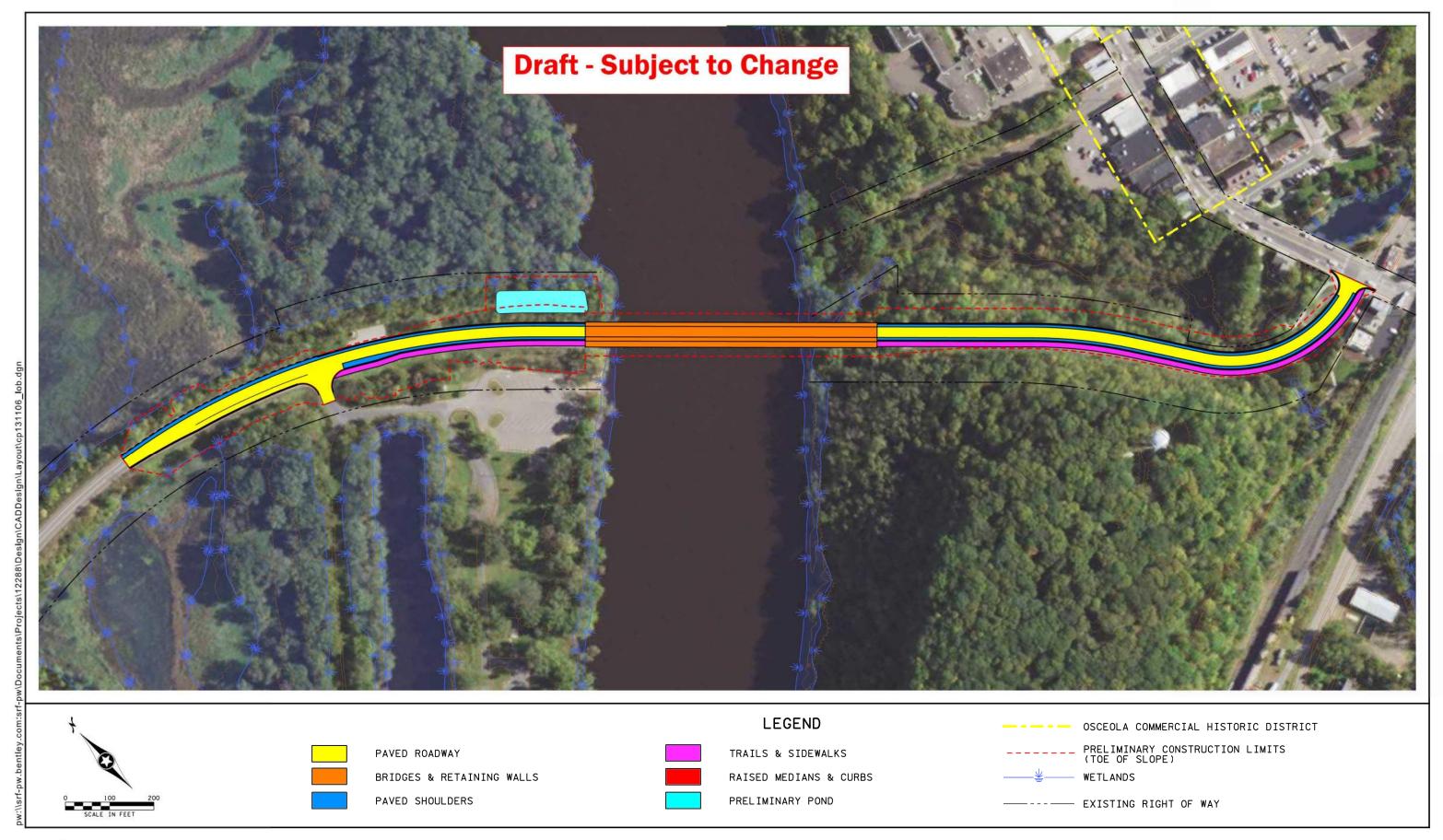


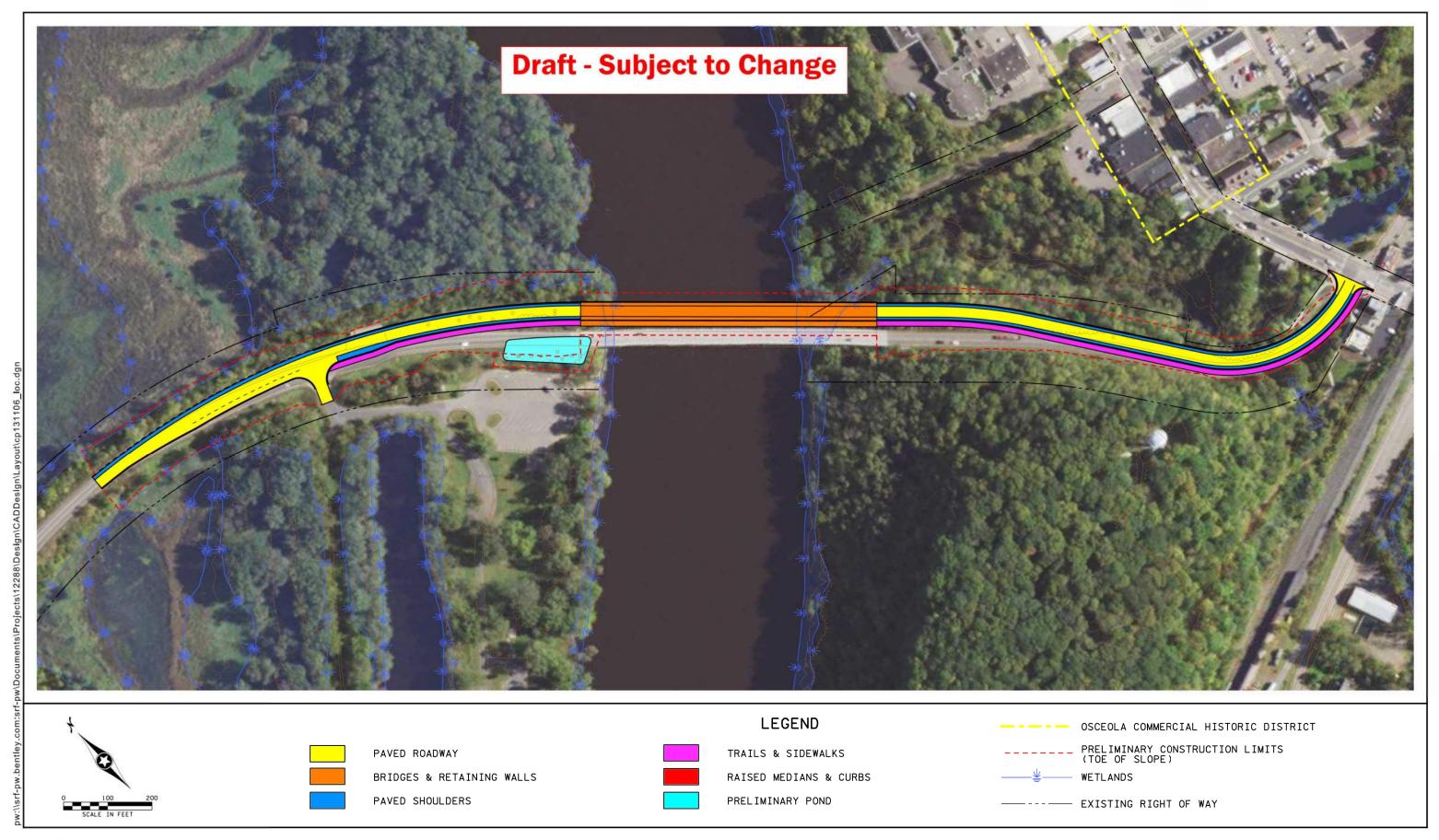
TH 243 PROPOSED BRIDGE TYPICAL SECTION
DESIGN SPEED = 45 MPH



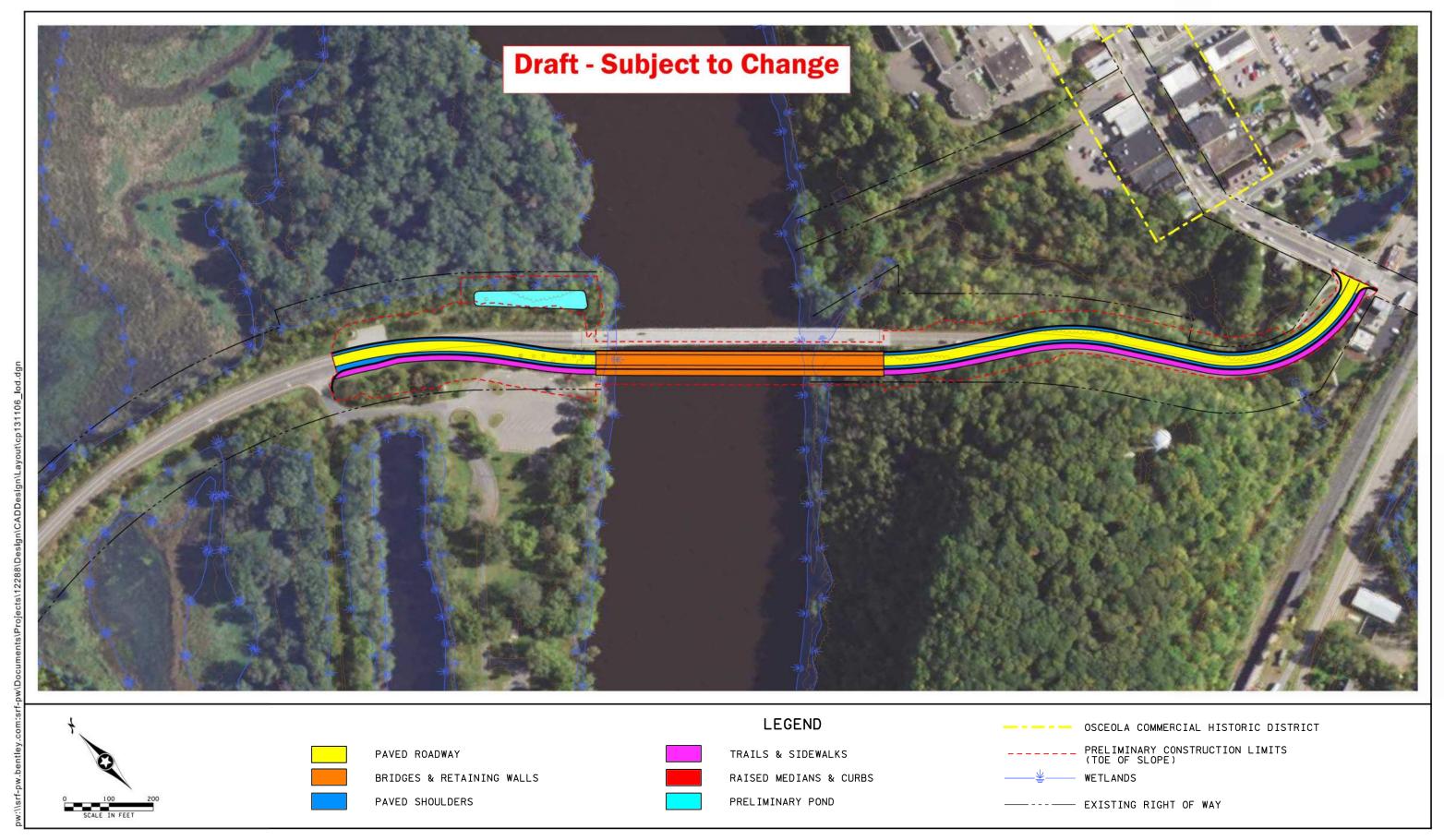














HWY 243 - Alternative D - South Alignment

Bluff Impacts Evaluation Criterion



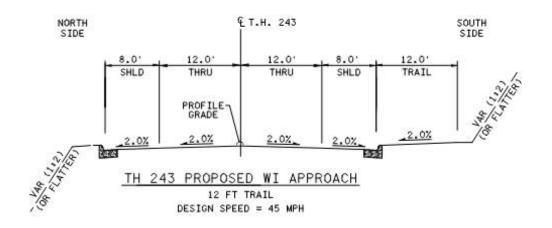






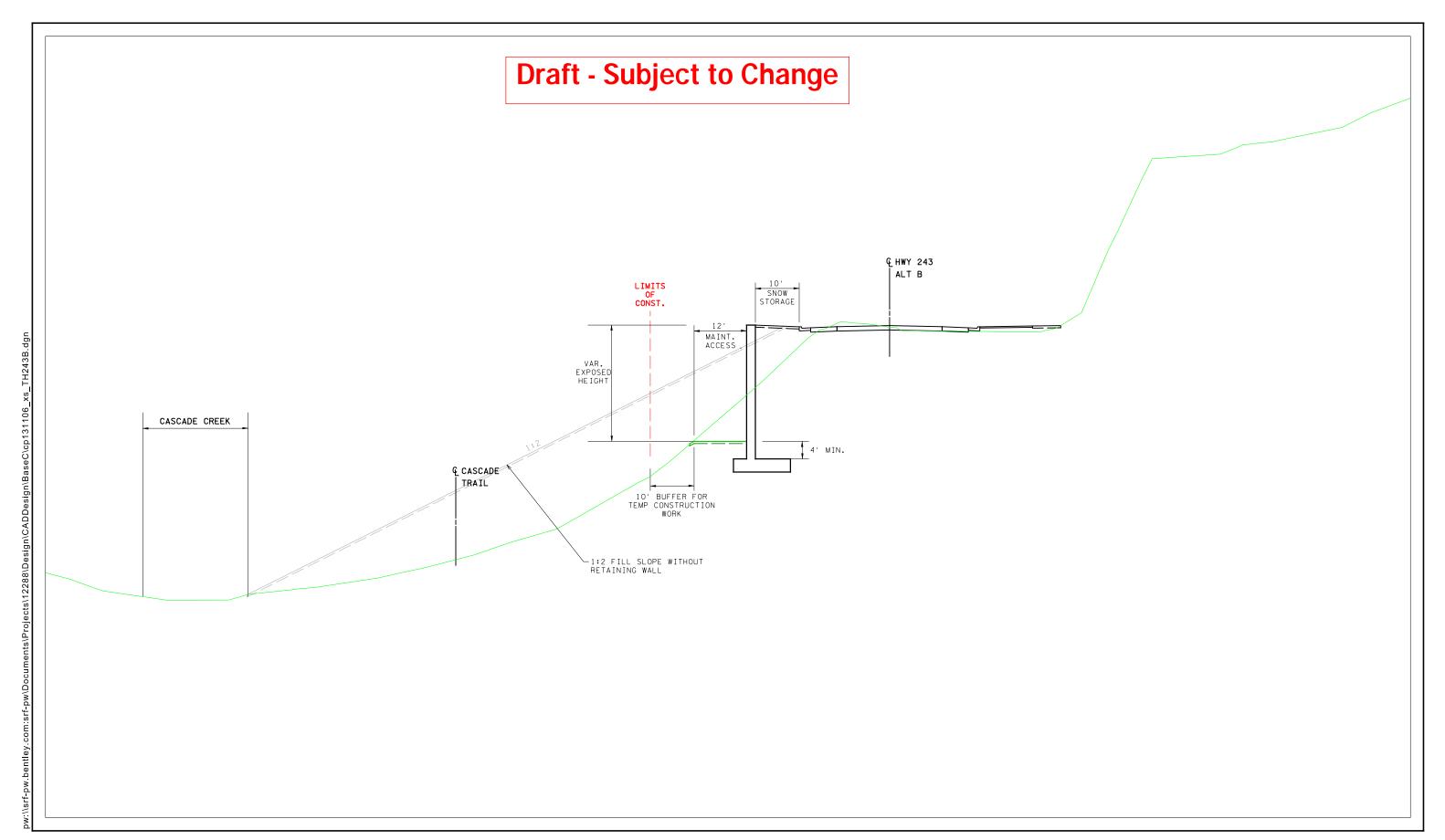
Bluff Impacts Evaluation Criterion

- Started with proposed trail along existing south curb line and cut/fill slopes
 - 1:2 fill slope on north side of Hwy 243, 1:2 cut slope on south side of Hwy 243

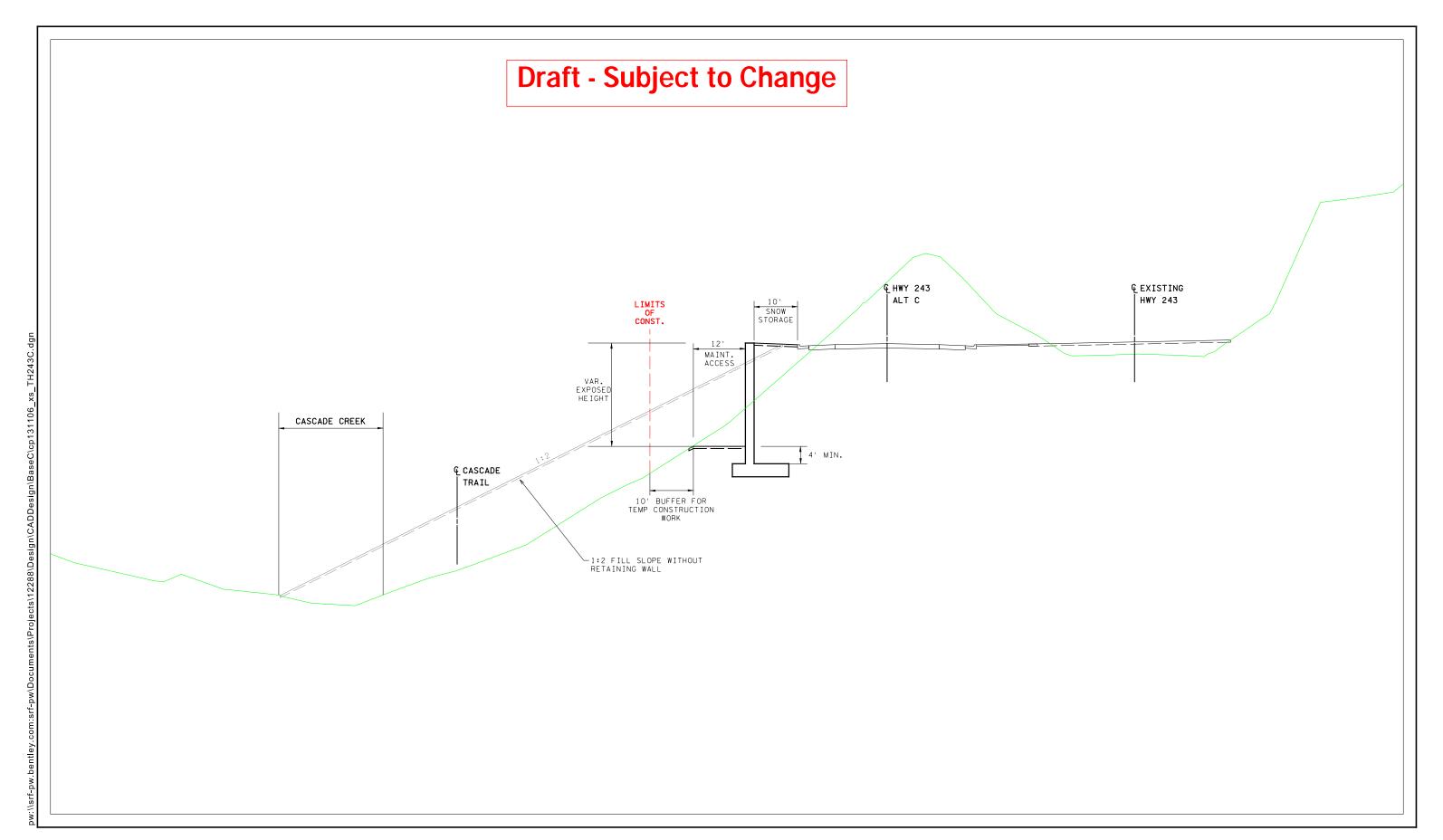


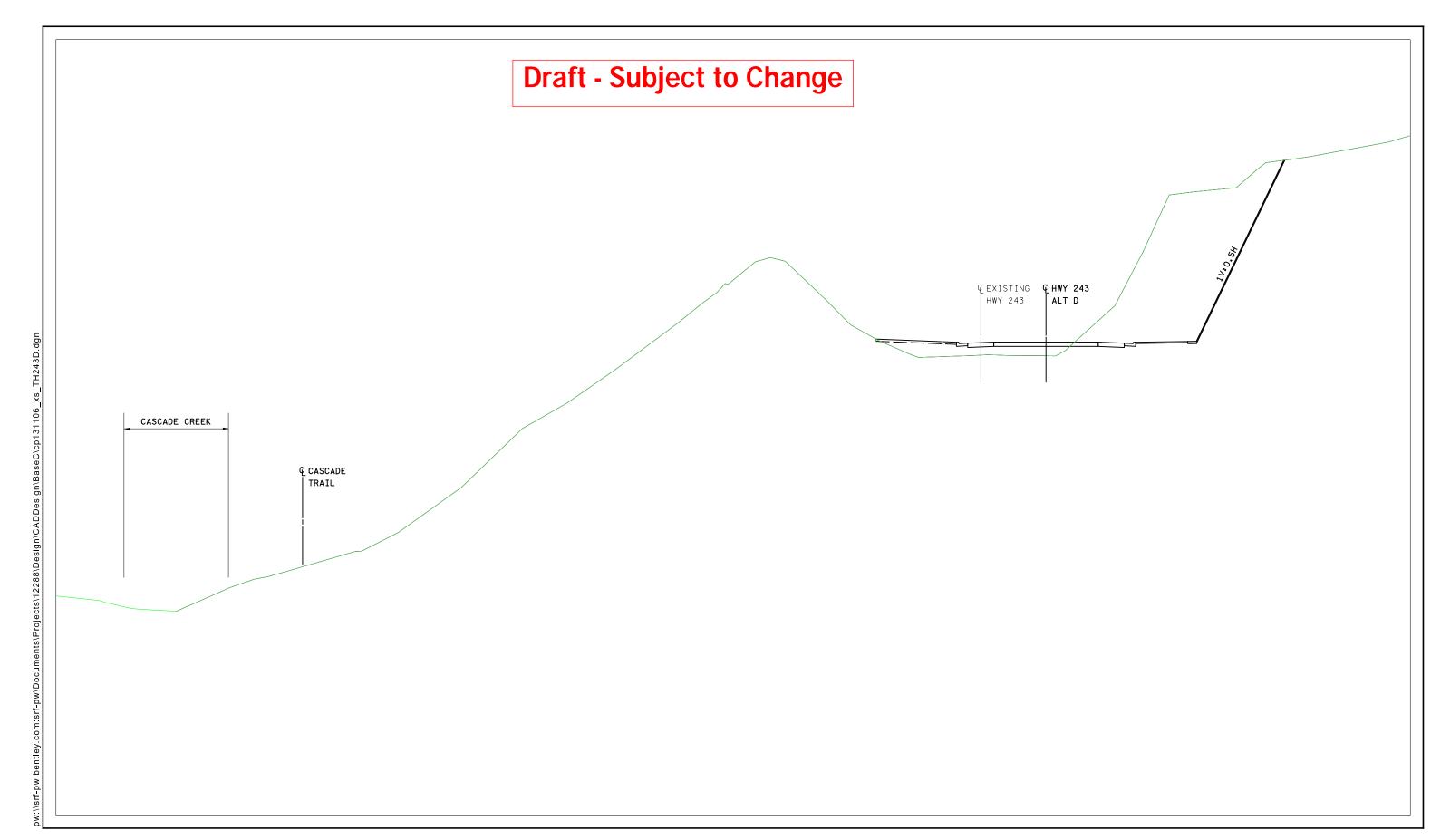
- Incorporated retaining walls on north side of Hwy 243, steeper (1:0.5) cut slope on south side of Hwy 243
 - Added bluff disturbance (volume, cubic yards) to evaluation criteria



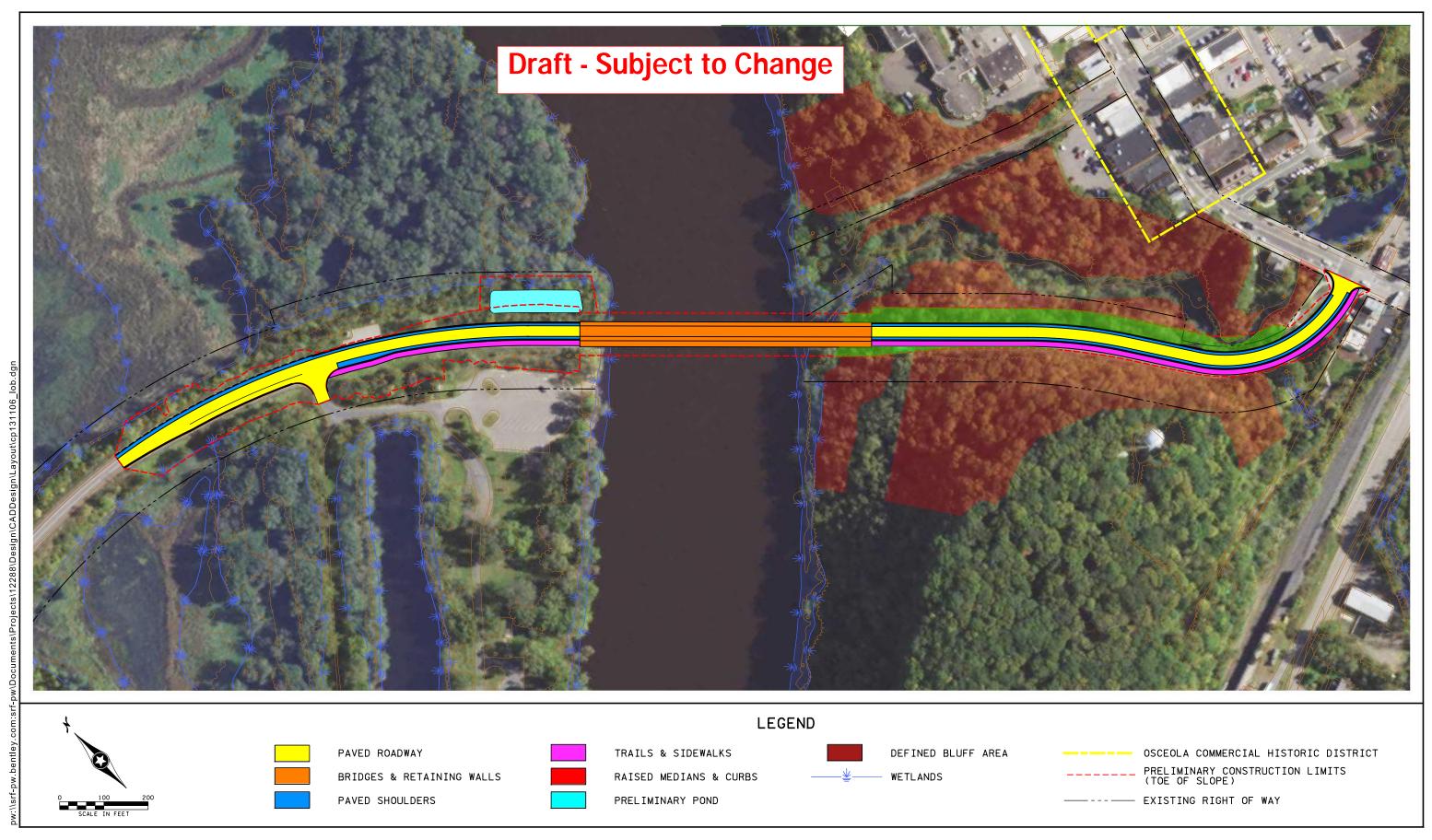








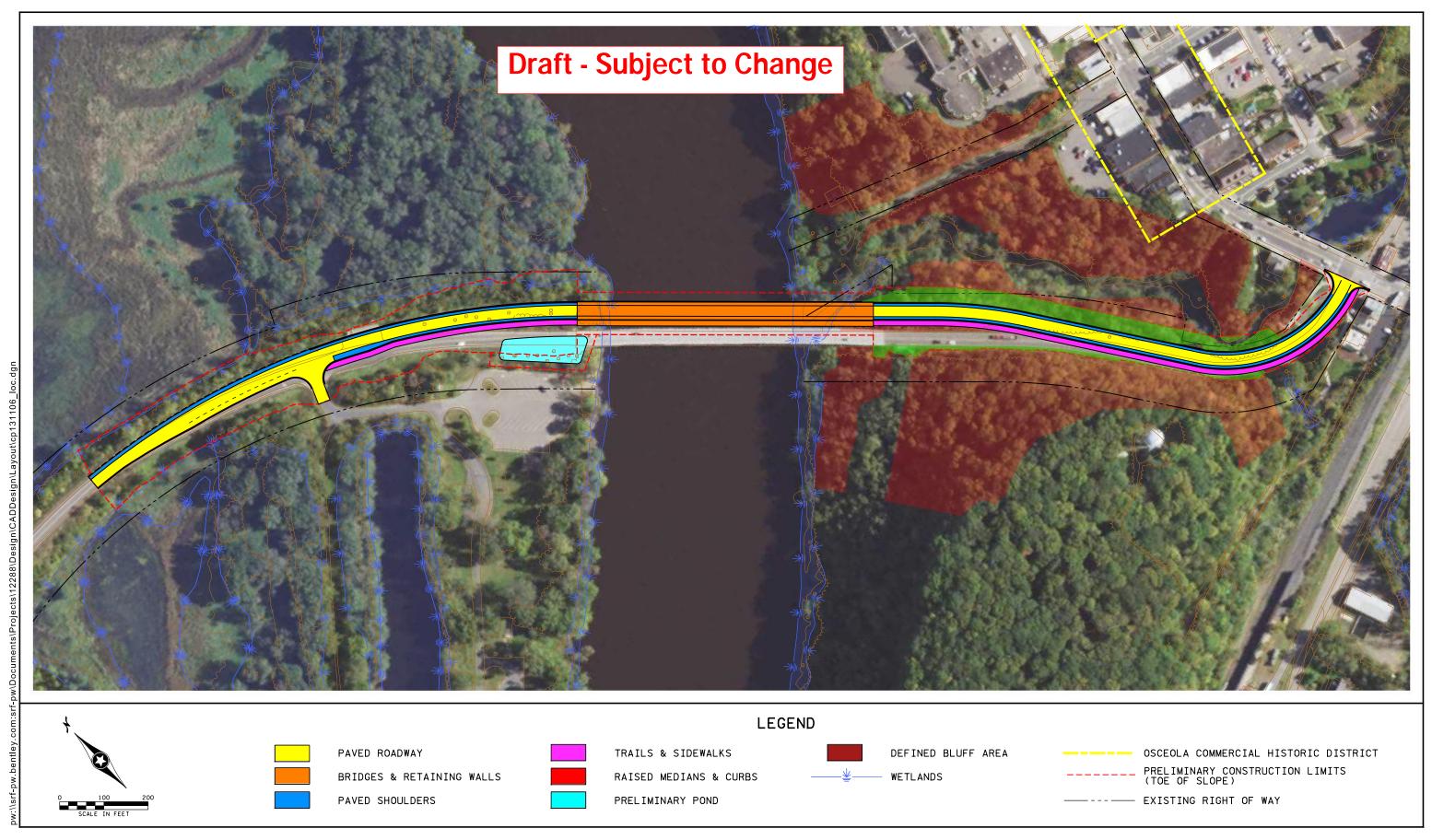






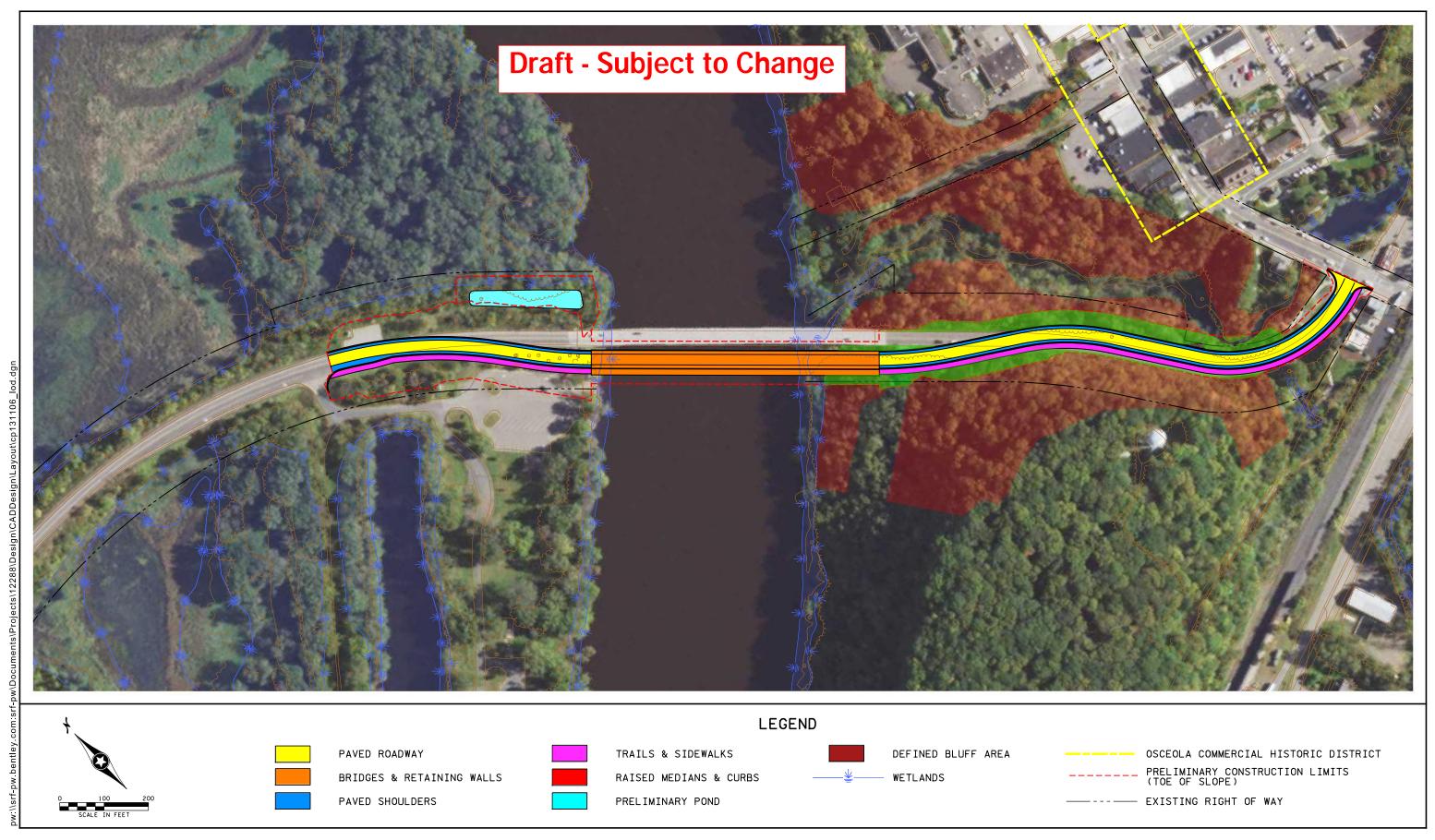
Osceola, WI

HWY 243 - Alternative B - Existing Alignment





HWY 243 - Alternative C - North Alignment





HWY 243 - Alternative D - South Alignment

Step 2 Evaluation Matrix

Step 2 Evaluation Matrix

Step 2 Evaluation Discussion

- Wisconsin bluff impacts
 - How will each agency consider bluff impacts?
- Trade-offs between widening to add dedicated trail and environmental impacts
 - "Choke point" along Hwy 243 approach to WI Hwy 35
- Permitting requirements
- Construction timelines
 - Construction time (bridge closure) vs. env. impacts
- Cooperating & Participating Agency Input
- What information do you need to complete reviews?



On-Going Activities Update

- Cultural resources
 - Phase I archaeology survey completed in Fall 2021
 - One site in MN recommended for Phase II evaluation
 - Two previously identified sites in WI recommended as eligible for listing on the NRHP

- Protected Species
 - Mussel survey completed in July 2020
 - Bridge inspection completed on June 28, 2021
 - Big brown bat (Eptesicus fuscus) observed on piers, bat signs observed on abutments
 - Eagle nest survey completed on December 14, 2021
 - No nests observed within vicinity of project
- Wetland Delineation
 - Level 2 wetland delineation in summer 2022



Project Schedule

- Alternative evaluation Steps 2 & 3: 2022
- Identification of preferred alternative: 2022
- EA/EAW: 2023
- Final design & permitting: 2024/2025
- Letting: Late Winter/Spring 2026
 - Opportunities to advance letting
- Start construction: 2026

Tentative schedule, subject to change



Next Steps

- Alternatives Evaluation Step 2
 - Cooperating & Participating Agency input
 - Local Advisory Committee (LAC) Meeting
 - Public open house
- Alternatives Evaluation Step 3
- Cooperating and Participating Agencies Meeting #3
- Concurrence Point #2
 - Preferred Alternative







Project Contacts

FHWA Contacts

Joe Campbell, FHWA MN Division

joe.w.campbell@dot.gov

651-291-6121

Nick Perna, FHWA WI Division

nicholas.perna@dot.gov

608-829-7516

MnDOT Contact

Dmitry Tomasevich, MnDOT Project Manager dmitry.tomasevich@state.mn.us

651-245-4406

WisDOT Contact

Marc Bowker, WisDOT Project Manager

marc.bowker@dot.wi.gov

715-635-4975

Project Webpage

http://www.dot.state.mn.us/metro/projects/hwy243osceola/





Memo

To: Village Board

From: Frances Duncanson, Village Clerk

CC: Benjamin Krumenauer, Village Administrator

Date: 2/4/2022

Re: Item 6h: Adjust August and November Board meetings to August 10th and November

9th, 2022, due to elections

There are four elections this year, and two of those fall on dates of our regular Village Board meetings of August 9^{th} and November 8^{th} , 2022.

Since both events are held in the same room we need to consider rescheduling the Board meetings. It has been suggested the next day, of August 10^{th} and November 9^{th} , 2022 would work well.

RECOMMENDATION

To reschedule the August and November Board meetings due to scheduling conflicts with the August Primary and November General Elections.



Memo

To: Village Board

From: Benjamin Krumenauer, Administrator

CC: Files

Date: 2/4/2022

Re: Item 6i: Rezone of parcel 165-00582-0000 from R-3 Multi-Family Residential to R-3 PUD

(130 Ridge Road)

GENERAL INFORMATION

Applicant

Petitioner: The Remada Company and Nechama LLC

5900 Green Oak Drive

Suite 305

Minnetonka, MN 55343

Current Property Owner: Village of Osceola

Survey Firm: Northland Land Surveying

Planning: West Consulting
Engineer: Steven's Engineering
Architect: Miller Hanson Architects

Action(s) Requested

Action 1: Petitioner is requesting approval of a general rezone of 130 Ridge Road (Parcel 165-

00582-0000 from R-3 to R-3 PUD. The proposed rezone is to facilitate the planned

development of a large-scale residential apartment complex.

Applicable Regulation(s)

- Chapter 218: Subdivision of Land and Stormwater Management within the Village of Osceola Municipal Code
- 2. Chapter 219: Zoning within the Village of Osceola Municipal Code
- 3. Village of Osceola Comprehensive Plan

Attachment(s)

- 1. General Site Map
- 2. Existing Zoning/Future Land Use Maps
- 3. Proposed Zoning Map

BACKGROUND

Subject Site

Existing Land Use	Zoning (Proposed)
Residential (single-family)/vacant	R-3 Multifamily Zoning District (R-3PUD)
TT' (T T)	n un
Historical Designation	Building
None	Not Historic
St Croix District Management Zone	Building (use)
None	Single-family

Adjacent Land Use and Zoning

Existing Land Uses		Zoning
North	Wooded/Depot Road	I-1 Light Industrial
East	Residential	R-3 Multifamily Zoning District
South	Residential/Senior Living	R-3 Multifamily Zoning District
West	Vacant	R-3 Multifamily Zoning District

Comprehensive Plan

Land Use Recommendation	Use Category
Current Land Use	Residential (multi-family)
Future Land Use	Residential (multi-family)

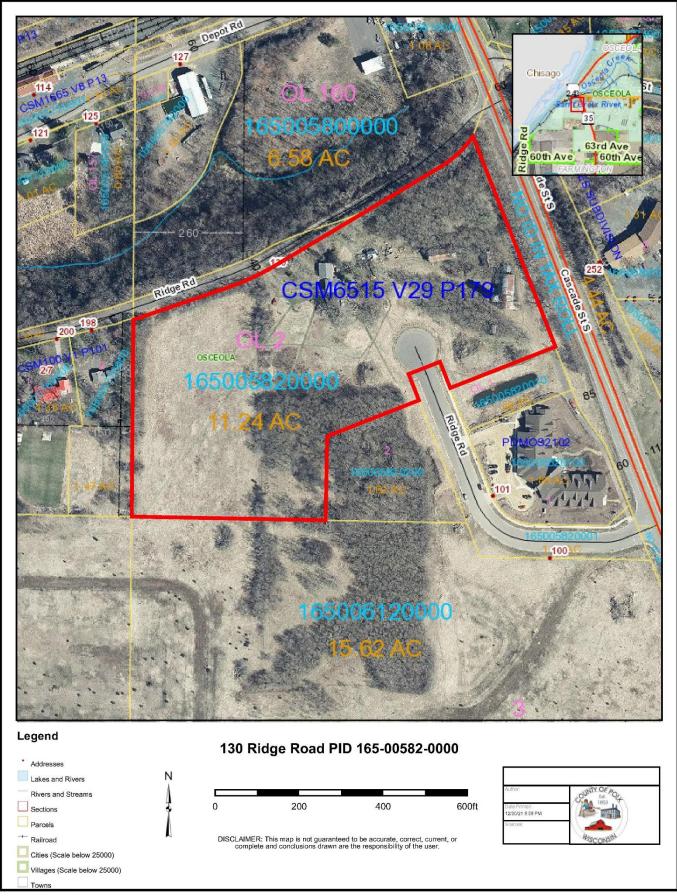
ANALYSIS

The development as proposed will require a PUD designation so as to allow the underlying zoning provide allowances for a multi-family development that is greater than 12 units. Presently the base designation has a maximum allowance of 12 residential units within a single lot. The Planned Unit Development designation will allow a development to exceed the base allowances. Benefits to the PUD overlay include additional power by the Plan Commission and Village Board. The Village in partnership with the developer are requesting the R-3 PUD designation over the whole property prior to splitting so as to provide additional design allowances for all areas. Additionally, this overall request will satisfy the 10 acre minimum area for PUDs. As this rezone is in the best interest of the Village and the developable area, Village staff recommend approval with no conditions.

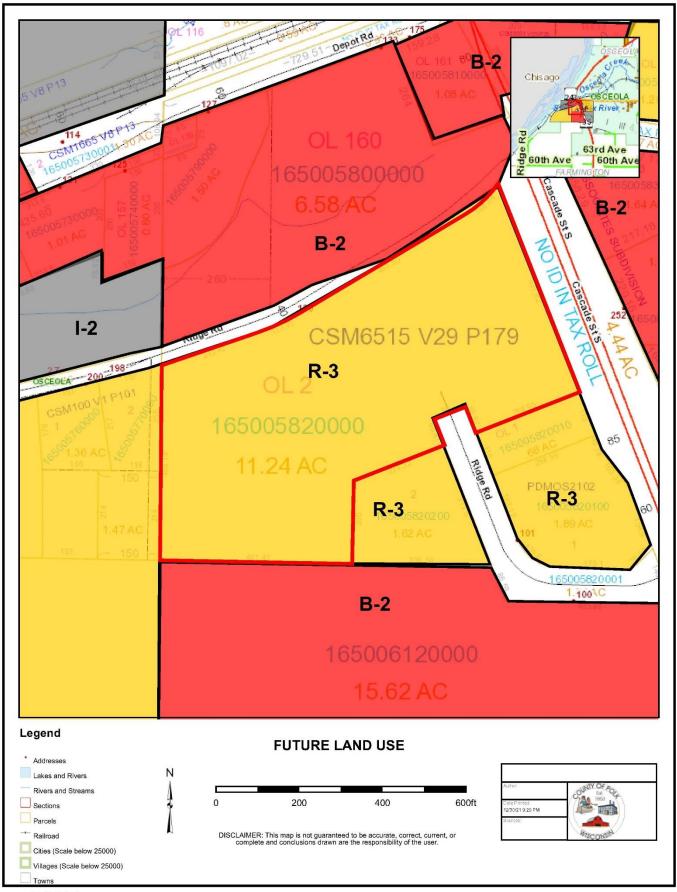
RECOMMENDATION(S)

Plan Commission reviewed and have recommended approval of the proposed rezone

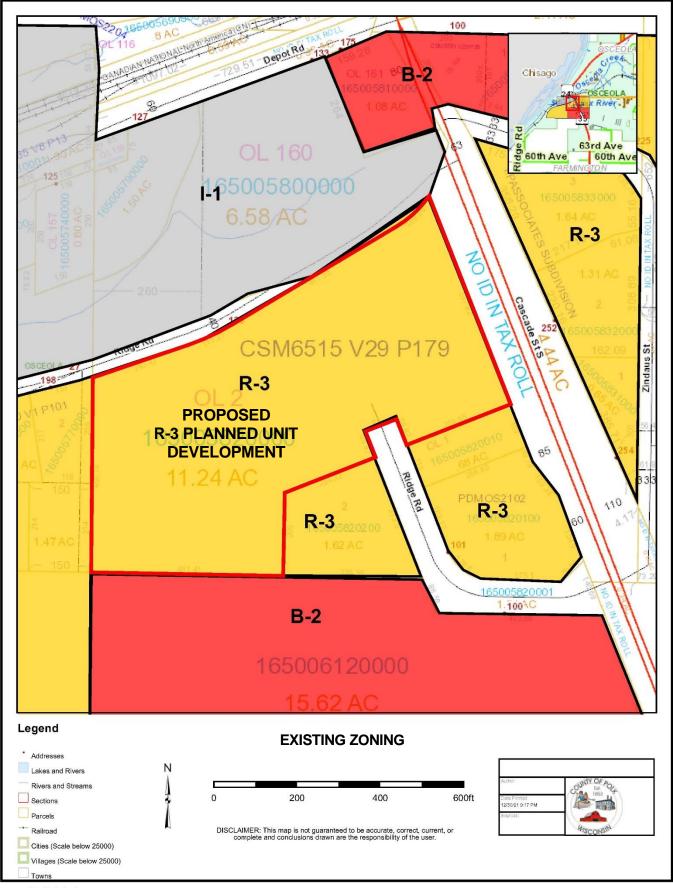
Village staff recommend approval of Item 6i as proposed



TwpRgGrdweb



TwpRgGrdweb



TwpRgGrdweb



Memo

To: Village Board

From: Benjamin Krumenauer, Administrator

CC: Files

Date: 2/4/2022

Re: Item 6j: Approval of Certified Survey Map

GENERAL INFORMATION

Applicant

Petitioner: The Remada Company and Nechama LLC

5900 Green Oak Drive

Suite 305

Minnetonka, MN 55343

Current Property Owner: Village of Osceola

Survey Firm: Northland Land Surveying

Planning: West Consulting
Engineer: Steven's Engineering
Architect: Miller Hanson Architects

Action(s) Requested

Action 1: Petitioner is requesting review and approval of the following action(s):

Approval of Certified Survey Map

- a. Vacating of a portion of right-of-way
- b. Dedicating future road right-of-way
- c. Dividing parcel 165-00582-0000 into two new parcels

Applicable Regulation(s)

- Chapter 218: Subdivision of Land and Stormwater Management within the Village of Osceola Municipal Code
- 2. Chapter 219: Zoning within the Village of Osceola Municipal Code
- 3. Village of Osceola Comprehensive Plan

Attachment(s)

1. Proposed certified survey maps

ANALYSIS

The proposed Certified Survey Map has two primary focus areas. The first is the official realignment of Ridge Road including the vacating of a small portion of existing, and the mapping of a new 80-foot-wide roadway. While the current development proposal instigated this map, official roadway discussion began in 2011 when the Village acquired the property. Due to funding constraints and the desire for flexibility the Village did not request a full dedication when the first half was constructed. Instead, a concept map was produced and was used as a basis for the proposed CSM. The proposed right-of-way aligns with Village design code and is laid out in such a fashion to allow future road construction including sidewalks, terraces and utilities. Note the road alignment has also been shifted to the south where it connects to existing Ridge Road so allowing for future expansions to the west.

The second component of the CSM is the mapping of two new parcels created wholly within the current parcel. The parcels as proposed include Lot 3 (4.84 acres) on the eastern half and Lot 4 (5.28 acres) on the west side. Lot 4 will likely see development in the future and could require additional platting as needed. Lot 3 on the other hand is tied to the proposed apartment complex. Lot 3 will maintain the 130 Ridge Road address.

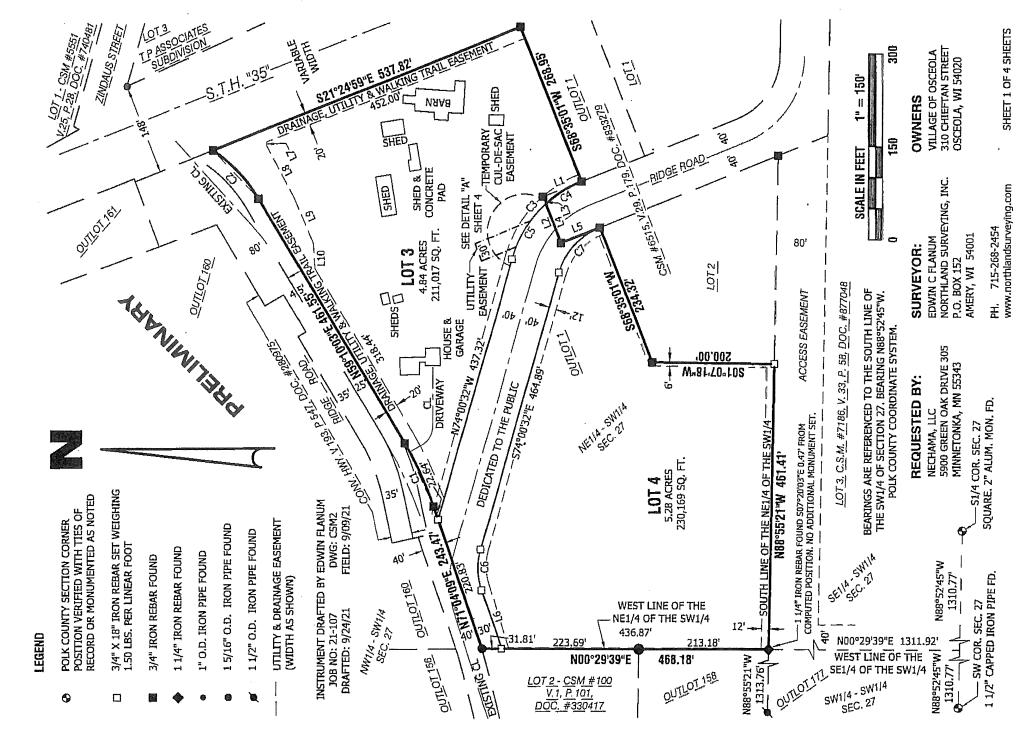
RECOMMENDATION(S)

Plan Commission reviewed and have recommended approval of the proposed rezone

Village staff recommend approval of Item 6j as proposed

CERTIFIED SURVEY MAP No.

LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 27, T33N, R19W, VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN; INCLUDING OUTLOT 2 OF CERTIFIED SURVEY MAP#6515, VOLUME 29, PAGE 179, DOCUMENT #833279.



SURVEY MAP No. CERTIFIED

LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 27, T33N, R19W, VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN; INCLUDING OUTLOT 2 OF CERTIFIED SURVEY MAP #6515, VOLUME 29, PAGE 179, DOCUMENT #833279.

SURVEYOR'S CERTIFICATE:

I, Edwin C. Flanum, Professional Wisconsin Land Surveyor, hereby certify that by the direction of Benjamin Krumenauer, I have surveyed, mapped and described the parcel of land which is represented by this Certified Survey Map; that the exterior boundary of the parcel of land surveyed and mapped is described as follows:

Located in part of the NE1/4 of the SW1/4 of Section 27, T33N, R19W, Village of Osceola, Polk County, Wisconsin;

curvature of a 190.00 foot radius curve, concave westerly, whose central angle measures 20°36′26″, whose chord bears N31°43′12″W and measures 67.97 feet; thence northerly, along the arc of said curve, 68.34 feet to said southeasterly line, thence S68°35′01″W, along said southeasterly line, 67.84 feet; thence S21°24′59″E, along said southeasterly line, 66.87 feet; thence S68°35′01″W, along said southeasterly line, 234.32 feet to the east line of said Outlot 2; thence S01°07′18″W, along said east line, 200.00 feet to said south line of Outlot 2; thence N88°55′21″W, along said south line, 461.41 feet to the point of beginning. Commencing at the S1/4 Corner of Section 27; thence N88°52'45"W, along the south line of the SW1/4 of said section, 1310.77 feet to the west line of the SE1/4 of the SW1/4 of said section; thence N00°29'39"E, along said west line, 1311.92 feet to the south line of Outlot 2 of Certified Survey Map Number 6515, recorded in Volume 29, Page 179, Document Number 833279 at the Polk County Register of Deeds Office, being the point of beginning; thence continuing N00°29'39"E, along the west line of said Outlot 1, 468.18 feet to the northwesterly line of said Outlot 2; thence N71°04'09"E, along said northwesterly line, 243.47 feet to the point of curvature of a 545.00 foot radius curve, concave northeasterly along said northwesterly line, 113.21 feet; thence N59°10'03"E, along said northwesterly line, 461.55 feet to the point of curvature of a 253.23 foot radius curve, concave northeasterly, whose central angle measures 107.81 feet; thence northeasterly, along said northwesterly line, 108.64 feet to the northeasterly line of said Outlot 2; thence S21°24'59"E, along said northeasterly line, 537.82 feet to the southeasterly line, 268.95 feet to the southeasterly line of said Outlot 2; thence S68°35'01"W, along said southeasterly line, 268.95 feet to the southeasterly line, 268.95 feet southeasterly line, 268.95 fee

Described parcel contains 11.25 acres (490,042 sq. ft.). Described parcel is subject to all easements, restrictions and covenants of record.

I, also certify that this Certified Survey Map is a correct representation to scale of the exterior boundary surveyed and described; that I have fully complied with the current provisions of Chapter 236.34 of the Wisconsin Statutes, the Land Subdivision Ordinance of the Village of Osceola, in surveying and mapping same.

Date

Edwin C. Flanum, P.L.S. #2487

CURVE TABLE

READING OUT	NEDO 17/1/2#E	N2do2E'17"E	NIZAODIS ZIMAI	W 35 00 1/W	N42°01'25"W	N74°00'32"W	コルクといいのアとう	37 00 76
REARTNG-IN	N71ehd/ng#E	N5001010E	MINISTANCIN	AN COLT TON	N21-24'59"W	N42°01'25"W	N71ºnd'ng"F	The state of the
1		108 64"	1	-1	- 1		1	
CHORD LENGTH	113.01	107.81	168 341	1000	16.10	104.70'	66.01	124 40
CHORD BEARING	N65°07'06"E	N46°52'37"E	N47°42'46"W	NO TO A CAST	V4 21 CF 1CM	N58°00'59"W	N88°31'48"E	コルフレルレクレアコ
CENTRAL ANGLE	11°54'06"	24°34'51"	52°35'33"	אריאביטוכ	02 00 07	31°59'07"	34°55'19"	(こうのるだっぱっ
RADIUS	545.00	,523,53	190,001	100.001	100 007	ISU,UU	110.00	110 001
CURVE	ij	מ	घ	2	, ,	3	ප	3

LINE TABLE

DISTANCE	66.87	80.00	12.16'	67.84'	66.87	100.04	6,44	92,77"	81,16	40.76
BEARING	N21°24'59"W	S68°35'01"W	S68°35'01"W	S68°35'01"W	S21°24'59"E	N71°04'09"E	S87°45'46"W	S62°20'16"W	S67°02'10"W	S87°08'08"W
LINE	11	- 73	<u> </u>	7	2	- 19	[7	3	6	110

EYOR:	C FLANUM	NORTHLAND SURVEYING, IN	IX 152	AMERY, WI 54001
SURVEYOR:	EDWIN C FLANUM	NORTHLAN	P.O. BOX 152	AMERY, WI

PH. 715-268-2454 www.northlandsurveying.com

VILLAGE OF OSCEOLA 310 CHIEFTAN STREET OSCEOLA, WI 54020 OWNER: Š

REQUESTED BY:

NECHAMA, LLC 5900 GREEN OAK DRIVE 305 MINNETONKA, MN 55343

CERTIFIED SURVEY MAP No.

LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 27, T33N, R19W, VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN; INCLUDING OUTLOT 2 OF CERTIFIED SURVEY MAP #6515, VOLUME 29, PAGE 179, DOCUMENT #833279.

REQUESTED BY:
NECHAMA, LLC
5900 GREEN OAK DRIVE 305
MINNETONKA, MN 55343

SURVEYOR: EDWIN C FLANUM NORTHLAND SURVEYING, INC. P.O. BOX 152 AMERY, WI 54001

OWNER: VILAGE OF OSCEOLA 310 CHIEFTAN STREET OSCEOLA, WI 54020

PH. 715-268-2454 www.northlandsurveying.com

VILLAGE BOARD RESOLUTION

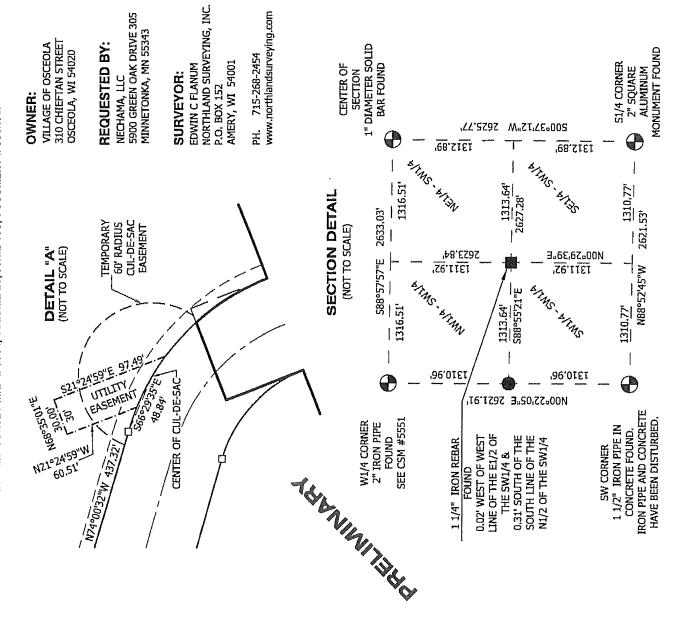
ge of Osceola is hereby approved by the Village Board of the Village	
n the Village of Osceola	
Resolved, that this Certified Survey Map in the Villa	
Resolved, that 1	of Osceola.

of Osceola,	
Date approved	Jeromy Buberl, President
Date signed	Jeromy Buberl, President
I hereby certify that the foregoing	. hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Osceola,
Frances Duncanson, Village Clerk / Treasurer DWNER'S CERTIFICATE OF DEDICATION	/ Treasurer
The Village of Osceola , a village d as owner, does hereby certify that divided, mapped, and dedicated a	The Village of Osceola , a village duly organized and existing under and by virtue of the faws of the State of Wisconsin, as owner, does hereby certify that said village caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map.
The Village of Osceola, does furthe submitted to the following for app	The Village of Osceola, does further certify that this Certified Survey Map is required by s,236,10 or s,236,12 to be submitted to the following for approval or objection; Village of Osceola.
N WITNESS WHEREOF, Kari Zegars Buberl, its president, and countersi seal to be hereunto affixed on this	N WITNESS WHEREOF, Kari Zegarski, Village Clerk / Treasurer has caused these presents to be signed by Jeromy Buberl, its president, and countersigned by Frances Duncanson, Village Clerk / Treasurer, at Osceola Wisconsin, and its seal to be hereunto affixed on this, day of,
Jeromy Buberl, Village President	Date
Frances Duncanson, Village Clerk / Treasurer	/ Treasurer Date
State of Wisconsin)SS County of Polk)	
Personally came before me this Frances Duncanson, Village Clerk / foregoing instrument, and to me k acknowledged that they executed (Notary Seal)	Personally came before me this day of, 20, Jeromy Buberl, Village President, and Frances Duncanson, Village Clerk / Treasurer of the Village of Osceola, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Village Clerk / Treasurer of said Village, and acknowledged that they executed the foregoing instrument as such officers as the deed of said village, by its authority. (Notary Seal)
Notary Public,	Wisconsin

My Commission expires

Š SURVEY MAP CERTIFIED

LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 27, T33N, R19W, VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN; INCLUDING OUTLOT 2 OF CERTIFIED SURVEY MAP #6515, VOLUME 29, PAGE 179, DOCUMENT #833279.



Access Restriction Clause

intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assigns. Any access shall be allowed only by special exception. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits "All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H."35"; it is expressly 'All lots and blocks are hereby restricted so that no owner, are revocable,

Highway Setback Restriction

Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained "No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its by contacting the County Highway Department." assigns.

Noise Notation "The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through—lane capacity.

SHEET 4 OF 4 SHEETS



Memo

To: Village Board

From: Frances Duncanson, Village Clerk

CC: Benjamin Krumenauer, Village Administrator

Date: 2/4/2022

Re: Item 7a (i): Temporary Class "B" Beer & Wine License – Osceola Lion's Club, event is

Osceola Firefighter's Ball

Kyle Weaver has applied for a Temporary Class "B" Beer & Wine License on behalf of the Osceola Lion's Club for use at the Osceola Firefighter's Ball to be held on February 12th. The Lion's Club has also supplied a certificate of insurance for liquor liability.

RECOMMENDATION

The applicant has met the requirements and Village staff recommends approval with no additional conditions.

PJ- RA1667

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions. 1/10/2022 Application Date: 10 FEE \$ Polk Osceola County of X Village City Town The named organization applies for: (check appropriate box(es).) X A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wls. Stats. X A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats. and agrees at the premises described below during a special event beginning and ending 1 a.m. 7 p.m. to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted. 1. ORGANIZATION (check appropriate box) 🛛 Bona fide Club 🔲 Church 🔲 Lodge/Society 🔲 Veteran's Organization 🗍 Fair Association Osceola Lions Club (a) Name PO Box 401, Osceola WI 54020 (b) Address (Street) X Village ☐ City Town (c) Date organized 1980 (d) If corporation, give date of incorporation . (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: X (f) Names and addresses of all officers: President Kyle Weaver, PO Box 925, Osceola WI 54020 Vice President Todd Neumann, 2309 40th Ave, Osceola WI 54020 Secretary Jarod Boerst, 857 217th St., Osceola WI 54020 Treasurer Michael Vetter, 2734 36th Ave, Osceola WI 54020 (g) Name and address of manager or person in charge of affair: Kyle Weaver, PO Box 925, Osceola WI 54020 2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD: (a) Street number 509 68th Ave, Osceola WI 54020 Block (b) Lot All (c) Do premises occupy all or part of building? __ (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: 3. NAME OF EVENT Osceola Firefighters Ball 2022 (a) List name of the event Feb. 12th, 2022 (b) Dates of event DECLARATION The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and bellef. Osceola Lions Club (Name of Organization) 1/10/2022 Officer Officer (Signature/date) (Signature/date Officer_ Officer (Signature/date) (Signature/date) Date Reported to Council or Board Date Filed with Clerk License No. Date Granted by Council Wisconsin Department of Revenue

AT-315 (R. 5-11)

OSCELIO-01

JSWENSON

DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE

ACORD

1/31/2022 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	ID THE	E CERTIFICA	TE HOLDER.						
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	is an	ADDITIONAL	L INSURED, the	the policy, certain	policies may	NAL INSURED require an end	provision lorsemen	sorb t. As	e endorsed. statement on
PRODUCER	, the c	Citinicate no	idel III ilou el eu	CONTACT Jodi Sw	enson				
Noah Insurance Group Inc.				PHONE (A/C, No, Ext): (715)	294-2510		FAX (A/C, No):	877)	662-4329
102 Cascade St. PO Box 699				E-MAIL ADDRESS: jodi@no	ahinsuranc	egroup.com			
Osceola, WI 54020						RDING COVERAGE			NAIC#
				INSURER A : West E					15350
INSURED				INSURER B:					
Osceola Lions Club				INSURER C:					
Po Box 401				INSURER D :					
Osceola, WI 54020				INSURER E :					
				INSURER F:					
COVERAGES CER	TIFICA	ATE NUMBE	R:			REVISION NU			
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIRI PERTA	EMENT, TERI	M OR CONDITION URANCE AFFORT	DED BY THE POLICED BY	DES DESCRIB PAID CLAIMS	BED HEREIN IS	111111111111111111111111111111111111111	.0	2 441 11 011 11 110
INSR TYPE OF INSURANCE	ADDL SI	UBR WD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	1 000 000
A X COMMERCIAL GENERAL LIABILITY						EACH OCCURRE	NCE	\$	1,000,000
CLAIMS-MADE X OCCUR		A195746		9/9/2021	9/9/2022	DAMAGE TO REN PREMISES (Ea oc	TED currence)	\$	100,000
						MED EXP (Any on	e person)	\$	Excluded
						PERSONAL & AD	/ INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				ļ		GENERAL AGGRE	GATE	\$	2,000,000
POLICY X PRO-						PRODUCTS - COM	MP/OP AGG	\$	2,000,000
OTHER:						COMPINED SING	ELIMIT	\$	
AUTOMOBILE LIABILITY						COMBINED SINGS (Ea accident)	LE LIMIT	\$	
ANY AUTO						BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMA (Per accident)	AGE .	\$	
								\$	
UMBRELLA LIAB OCCUR						EACH OCCURRE	NCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE		\$	
DED RETENTION \$						PFR	OTH-	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCID		\$	
(Mandatory in NH)						E.L. DISEASE - E/			
If yes, describe under DESCRIPTION OF OPERATIONS below	-	A195749		9/9/2021	9/9/2022	E.L. DISEASE - PO	OLICY LIMIT	\$	1,000,000
A Liquor Liability		A 199749		0,012021	0,0,101				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (AC	CORD 101, Additi	onal Remarks Schedu	ile, may be attached if mo	ore space is requi	ired)			
CERTIFICATE HOLDER				CANCELLATION	l				
For Informational Purposes				SHOULD ANY OF THE EXPIRATION ACCORDANCE V	ON DATE TH	HEREOF, NOTI	CE WILL	ANCE BE D	LLED BEFORE DELIVERED IN
1				AUTHORIZED REPRES					



Memo

To:

Village Board

From: Frances Duncanson, Village Clerk

CC:

Benjamin Krumenauer, Village Administrator

Date:

2/4/2022

Re:

Item 7b(i): Special Events Permits: Friends of Osceola Fire & Rescue/OFD – Osceola

Firefighter's Ball to be held February 12th, 2022

The Village has accepted an application for a special event permit from Don Stark on behalf of the Friends of Osceola Fire & Rescue/OFD for the Osceola Firefighter's Ball. It is to be held February 12th at the Custom Fire Hangar. This event is going back to live in person after being held virtually last year due to the pandemic.

RECOMMENDATION

The application was reviewed by Village Department Heads and I would recommend approval. There are no recommended conditions.

February Meeting

Village of Osceola 310 Chieftain St. Osceola, WI 54020 715 294-3498

SPECIAL EVENT PERMIT APPLICATION

1.	EVENT TITLE: Osceola Firefighter's Ball
2.	EVENT DATE: Saturday Feb. 12+n 2022
3.	EVENT DESCRIPTION Fundraiser for Friends of Osteola Fire & Rescue Event Location, Custom Fire hangar
4.	APPLICANT Applicant's Name Don Stark Title President - FOFR Address Phone Evening/cell phone 715-417-2175 Affiliation
	Are you an authorized applicant for this organization? YesX No Will this person be present at the event area or areas and in charge of the event at all times? YesX No
5.	EVENT PRINCIPALS If applicable, submit a list of principals involved in the proposed special event, including professional organizers, promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced or advertised, etc. Attach additional pages if necessary. Name Friends of Osceola Fire & Rescue/OFD Organization/Business/Agency/Affiliation
	Name Organization/Business/Agency/Affiliation Will this person(s) have authority to cancel or greatly modify event plans? YesX No
Specia	I Event Permit Application Page 1



6.	<u>EVEN</u>	NT COMPONENTS
	A.	Date requested February 12,2022
	B.	Requested hours of operation, from $\frac{\square \square \square \square}{\square \square}$ AM (PM) to $\frac{\square \square \square}{\square \square}$ (AM)/ PM
	C.	Set up - beginning date and time Floruly 11, 12:00 PM Dismantle by - date and time Floruly 13, 12:00 PM
		Dismantle by - date and time Floruing 13, 12.00 PM
	D.	Anticipated number of participants 30 spectators 300
	E.	If there is a fee or donation required as a condition of attendance or participation of this event, please describe the amounts to be collected from various categories of participants or spectators:
	F.	Rain date, if applicable
7.	Descr	ibe entertainment plans; if there will be music, sound amplification or any other noise of the plans of the intended hours INT AT AMPONT, MUNIC Play Ed INSIDE HANGE.
8.	applic event indem all ap	nnify the Village for any action against the Village arising from failure to comply with plicable copyright laws. Yes No
	A.	Will alcoholic beverages be served? Yes No (Please note that a separate license is required for sale or serving of alcoholic beverages)
		Describe how, where, when and by whom the alcoholic beverages will be served Li cence + permut will be thru the Osceola Lions Club
		Describe what method will be used to ensure that alcoholic beverages will be consumed only by persons 21 years of age and older ID at the down har with Stamp or wrist band
		If yes, describe what method will be used to ensure that alcoholic beverages will be restricted to the designated area. Nothing outside hanger, OFD members to watch doors.

Special Event Permit Application

Page 2

	B.	Will food and/or non-alcoholic beverages be served? Tes
		If yes, describe sanitation measures, food handling procedures and the nature of the food such as pre-packaged foods, hot dogs, pre-mixed soda, raw meats, fish, vegetables, unpeeled fruit, or peeled and cut fruit
		Charles Mr. My man ate ox fish leaght . Chelse
		STACKS TO THE WAY TO SOLVED A SOCIAL
		Shacks, no raw meats or fish Veggre, cheese checker trays, baked goods. Served in request
		Describe any plans you have for cooking food in the event area including fuel or electrical source to be used
	C.	Have you obtained the necessary permit from the Polk County Health Department Yes No
9.	VEN	DORS OR CONCESSIONAIRES
	<u>—</u>	Describe what vendors or concessionaires you will allow in conjunction with the
	71.	event, and the purpose of these concessions
		1
	B.	Describe how you intend to regulate, monitor, and control the type, number, and quality of vendors/concessionaires whom you may permit to operate in conjunction with the event
10.	SEC	URITY AND SAFETY PROCEDURES
	Α.	Describe your proposed procedures for set-up, operation, internal security, and crowd control
		OFO Members
Speci	al Ever	at Permit Application Page 3

	B.	If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event Lightny provided by Custom Fire
	C.	Describe plans to provide first aid, if needed
	D.	Describe the involvement of any vehicles or animals in the event
11.	<u>SANI</u> A.	Describe your plan for clean up and material preservation. Include number, type, and location of trash and recycling containers to be provided for the event. Indicate who will be responsible for clean-up activities during and after the event OFD WILL ON UP CLEAN UP CHENTER OFFICE CHENTER OF
	В.	Describe the number, type, and location of portable and/or permanent toilets to be provided for the event and the maintenance throughout the event On she and 4 portables provided by
		Raska Sewer

A.	Describe location, timing, and requirements for any proposed street closure.
В.	Describe number and location for all signs to be placed on Village property or roaright-of-way. Note that all signs may be erected 72 hours before an event and must be removed within 48 hours of the event TWO SIANS, ONL ON HWY 35 and ONL at LATIMACE TO CUSTOM THE
C.	Describe Village services and/or equipment requested for this event. This includes, but is not limited to, barricades, cones, signs, tables, and other equipment.
Plea	EATION MAP se attach a map or plans for your event land design. At minimum, the following item all be included. Please place a check mark $()$ by those included.
Plea	se attach a map or plans for your event land design. At minimum, the following item lld be included. Please place a check mark (√) by those included. A. If a route is involved, the beginning and finish area with arrows, and the place where buses, autos, or other motorized vehicles need to be considered B. Size and location of any tents or structures
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provision that the Village of Osceola is included as an additional insured. All sponsors of events at which alcoholic beverages are served must supply the Village with a Certificate of Insurance with coverage not less than \$1,000,000 combined single limit per event and naming the Village as an additionally insured party. The applicant shall hold the Village, its employees and agents, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to person or property caused by or resulting from the activities for which the permit is granted. The applicant shall also be required to notify the Village in the event there is a modification or termination of any of the terms of the insurance coverage. Such notification shall be provided not less than two weeks prior to the effective date of the modification or termination.

NOTE: The listed sponsor and responsible person will be responsible for the conduct of the group and for the condition of the public area. The permit is subject to all municipal codes in addition to all rules governing street right-of-ways. The applicant agrees that during use of the public area, the sponsor will not exclude any person from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of race, color, national origin, or handicap. The sponsor agrees to indemnify and save the Village harmless from and against all liabilities, claims, demands, judgments, losses, and all suits of law or in equity, costs, and expenses, including reasonable attorney fees, for injury or death of any person, or damage to any property arising from the holding of such special event. The sponsor will be responsible for the reimbursement of all costs incurred by the Village in the repair of damages to Village property directly arising from during the conduct of the event and any additional costs incurred by the Village that are deemed necessary for the safe conduct of the event

ANY FALSIFICATION OF ANSWERS TO THE PROCEEDING QUESTIONS WILL RESULT IN DENIAL OF THE APPLICATION.

Donald Stack	12-30-21
Signature of Applicant	Date

List emergency contact telephone numbers for applicant, event principals, and volunteer coordinator on the day of the event:

<u>ORGANIZATION</u>	EMERGENCY CONTACT NUMBER
OFD	715-417-2175
	<u>ORGANIZATION</u> OFD

FOR C	OFFICE USE ONLY
Pull W. Galg	O/-O5-ZOZZ Approved: Yes No Date
# Of Police hours (Approximate):	Total Labor cost:
Comments: V/A	
Parl Effslions Fire Chief	//5/2022 Approved: Yes No
# Of Fire hours (Approximate):	Total Labor cost:
Comments:	
Public Works Director # Of Public Works hours (Approximate): Comments: Musewie Me	
Village Administrator Grand Total Labor cost: Comments:	Z/2/2Z Date Approved: Yes No
Village Board action: Approved: Yes	es No Date: Page 7

Signature		Title	De	ate
OFFICE U	SE ONLY			
	N/A / / P			
	,	ble) where appropriate	unta	
1.		made of application requireme	ints	
2.	Event is approved by ' All required permits ar	_		
3. 4.	• •	e issued and on hic ee has been paid, if applicable	a.	
5.		and Hold Harmless Agreement		
6.	Application is complete			
	Special conditions are			
all powers	and authority necess	oke. The Village Administra ary to enforce the terms an	d conditions of an	ıy Special
all powers Event Per modify or the permit reserves t public saf	and authority necess mit, which may be iss revoke a permit when or when it is determin he right to shut down	oke. The Village Administra ary to enforce the terms an ued. The Village, through i ever the applicant fails to c ned to be in the best interes a special event that is in pr re is a violation of Village o	ld conditions of an ts Village Adminis omply with any pro st of the Village. T ogress if it is deen	ly Special trator, ma ovisions o The Village ned a
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Special Event Permit Application

Page 8

Adopted: xx-xx-xxxx

Summary of Proceedings

Osceola Industrial Development Corporation

Date: Thursday October 14, 2021

12:00 pm Village Hall

Location: Village Hall Room 105

Present: Tim Pauley, John Gauper, Mark Erickson, Ed Vater, Angelina Dorman, Benjamin

Krumenauer, Joel West

Absent: Terry Hauer

Citizens: None

1. <u>Call to Order</u> – Mark Erickson called the meeting to order at 12:07 pm

- 2. <u>Approval of Minutes</u>
 - a. <u>09-22-2020</u> Motion by Pauley and seconded by Vater to approve the September 22, 2020 meeting minutes. (Vote: Yes 7, No 0. Motion Carried)
- 3. Old Business
 - a. <u>OIDC</u> meeting of the Osceola Industrial Park members Erickson introduced the item and asked for input on the merits of a park wide gathering/event. Gauper stated his request that this be put on the agenda. He stated that an event like this is needed to continue the positive momentum of the industrial park.

Pauley stated that it has been years since the last event and Vater affirmed it by stating that he doesn't believe that he has ever been a part of one. Vater also stated that a coordinated outreach is needed by all including phone calls, mailings and in person visits.

Gauper suggested a winter event and a tentative date of April 20th was penciled in. He also said that the event could include a highlight of a local business/or additional considerations for the company hosting the event.

Erickson suggested that among other things, we can talk about the importance of OIDC and what it all entails.

b. <u>Updates on housing – shortage/boom</u> – Erickson opened the item and a broad discussion was had focusing on housing impacts and the shortage of all ranges of housing. Vater stated that a focused effort needs to be completed and unless there is a catalyst the discussion will only spin.

Krumenauer reminded the group of all that the Village is up to including additional funding for existing stock, potential developments and the support of new subdivisions. He also mentioned that the Village will continue to support these efforts and is willing to explore other non-traditional funding sources including grants, local funding, partnerships and even business owner involvement.

Adopted: xx-xx-xxxx

c. <u>OIDC</u> support for local businesses – Krumenauer requested this item to ask if the group was still interested in secondary support of local businesses by targeting funds for outreach, hiring and other marketing.

Vater stated that he is interested in all options to help tackle the housing/employee issues with our park. Of particular focus is the need to ensure a sound workforce.

After additional discussion, it was felt that a focused marketing approach should occur including stronger signage and even resources to supply to employment centers.

d. Item struck

- e. <u>Vacant industrial park properties</u> West stated that there is a lot of need for leasable warehouse space and this commission could look at that alternative for the remaining park properties. The idea is to support existing industry with uses that enhance instead of detract. It was mentioned that industries like Polaris and Tenere are bursting at the seams. Additional offsite storage space may provide a great resource. West stated that he knows of a contact and will be sure to pass it along to the group.
- f. Future residential development on Ridge Road West unveiled a proposed apartment complex that will be under discussion within the Village. The location is north of Ridge Road and south of Depot Road. The apartment will be multiple floors and buildings. It will include exercise areas, trails, garages and other amenities. He stated that this will support the housing in the area as well as help create additional housing for community members wishing to downsize as well as new arrivals.

The apartment complex was discussed a bit further and generally appreciated as it will continue to enhance the area.

4. New Business

a. <u>OIDC/Village website</u> – Krumenauer asked this item to be on the agenda so he could talk about the needs to revamp the OIDC page as well as the overall Village website. He stated that much of the content is dated and several pages have been deactivated as the links are broken and the content is not relevant. He stated that this is not an action item, but will be developing a formal funding request forward at another meeting. Krumenauer also talked about two existing sites through Polk County EDC. Progress in Polk and the general EDC site could also be explored with links to the Village page.

It was felt that this should be explored and if needed funding could be requested.

5. General Updates

a. Vater updated the members about the planned retirement of Chamber Director Germaine Ross. Germaine has been a part of the Chamber/Mainstreet for nearly 8 years and will be resigning

Adopted: xx-xx-xxxx

at the end of the year. As the process continues, he will be seeking out support in finding new leadership.

6. <u>Adjourn</u> – Motion by West and seconded by Gauper to adjourn the meeting (Vote: Yes – 6, No -0. Motion Carried)

Erickson adjourned the meeting at 1:49 pm with the next meeting tentatively set for January 13, 2021.

Recording Secretary: Benjamin Krumenauer

ADMINISTRATION & FINANCE COMMITTEE PROCEEDINGS DECEMBER 3, 2021

The Village of Osceola Administration & Finance Committee met for a Regular Meeting on December 3, 2021 at Village Hall. Chair Bruce Gilliland called the meeting to order at 10:33 a.m.

Present: Gilliland, Joel West, and remotely Deb Rose.

Staff present: Benjamin Krumenauer and Frances Duncanson

Motion by West and seconded by Rose to approve the agenda

Ayes-3

Motion carried

Public Forum-there were no members of the public present

Discussion and Possible Action re:

Motion by West and seconded by Rose to approve the minutes of the November 5, 2021 meeting

Ayes-3

Navs-0

Nays-0

Motion carried

Business Items: discussion and possible action re:

Tax Increment District #2 Fund Balance Update

Krumenauer reviewed fund balance hypotheticals if we collected a final year increment for housing initiatives. This included the potential redistribution of the increment to the other taxing jurisdictions. There was discussion on how closing TID#2 would impact the school district. Increased housing in the Village is also beneficial to the School by increasing students enrollment and state aids for them. It is estimated to be \$475,000 in revenue in the final year that would benefit housing. The decision for the Board is to either decertify TIF#2 or hold it open for another year to provide housing initiatives.

Motion Rose by and seconded by West to recommend to the Village Board to hold open TID#2 for an additional year to collect increment for housing initiatives.

Aves-3

Nays-0

Motion carried

Motion by Rose and seconded by West to recommend to the Village Board to approve the Financial Audit Review Services Contract with JBC (\$32,975)

Ayes-3

Nays-0

Motion carried

Teamsters Union Agreement

The tentative agreement would provide a 3% pay increase to maintain our wages where we are comparable to everyone else. The employees would like the boot allowance increased to \$200. This is within budget. There are no large wage adjustments for positions or departments. The employees are good with it.

Motion by West and seconded by Rose to recommend to the Village Board to approve the one-year tentative contract with the Teamsters.

Ayes-3

Nays-0

Motion carried

Any other business as permitted by law West had some comments about the software proposal from Civic Systems.

Chair Gilliland adjourned the meeting at 10:53 a.m.

Respectfully submitted by

Frances Duncanson, MMC-WCPC Village Clerk



Library Board of Trustees Minutes of Regular Meeting December 9, 2021

Trustees Present: Betsy Kresmer, Jeromy Buberl, Amber Krumenauer, Jessica Buberl, Michele Merritt,

Amanda Wicklund

Trustees Absent: Stephen Bjork

Also present: Library Director Shelby Friendshuh

President Bjork called the meeting to order at 5:33 p.m.

Removing two action items "2021 Goals Progress Report" and "Internship Marketing Project" and moving to next month due to some members needing to leave early. Motion to approve the agenda by Jeromy. Seconded by Jessica. Motion carried unanimously.

Approval of minutes for November Meeting. Motioned by Michele. Seconded by Amanda. Carried unanimously.

Citizens' Comments: None

Director's report: We finalized and approved budget. Approved new library hours starting January 2nd. Drive through will be closed down starting January. ARPA Grant was approved to be fully funded for book bike. Circulation: Solid month. Above where we were last month. Another strong month for e-books. Big Fun Playdate had police officers and their squad cars for children to check out. Started Spice up your Life cooking program. Shelby will be working with staff on group goals for 2022.

Monthly Financials: Everything is looking really good. We are at about 87% of the budget. Motion to approve the budget by Jessica. Seconded by Michele. Carried unanimously.

Audit and Approved Bills: Motion to approve the bills by Jeromy. Seconded by Jessica. Carried unanimously.

2022 Holiday Schedule: Motion to approve 2022 Holiday schedule by Michele. Seconded by Amanda. Carried Unanimously.

Closed Session: Motion to go into closed session by Jeromy. Seconded by Michele.

Closed session started at 6:05 PM.

Roll Call Aye: Jeromy, Jessica, Amber, Michele, Amanda, and Betsy.

Roll Call Nay: 0



Library Board of Trustees Minutes of Regular Meeting December 9, 2021

Motion to come out of closed session by Jessica. Seconded by Michele. Carried Unanimously.

Closed session ended 6:19 PM.

Motion to approve use of the Library Director Review Template as presented by the Personnel Committee with the changes noted, by Amanda. Seconded by Jessica. Carried unanimously.

Next regularly scheduled meeting will be January 13th at 5:30 PM virtually and/or in person.

Meeting adjourned at 6:22 PM.

Respectfully submitted by,

Amber Krumenauer Library Board Secretary

Osceola Airport Commission Minutes December 20, 2021

Present: Joel West, Dick Johnson, Max Waddell, & Joe Greene

Absent: Pat Lee

Others Present: Benjamin Krumenauer, Village Administrator

1. Call the meeting to order - West called the Osceola Airport Commission to order at 4:00 p.m.

- 2. <u>Approval of the agenda</u> Motion by Johnson and seconded by Greene to approve the agenda. (Vote: Yes -3, No -0. Motion Carried)
- 3. <u>Approval of the November 15, 2021 minutes</u> Motion by Greene and seconded by Johnson to approve the minutes of the November 15, 2021 meeting. (Vote: Yes 3, No 0. Motion Carried)
- 4. <u>Invoices for payment</u> Johnson announced one large invoice for Minnesota Petroleum for \$3,192.01. Motion by Greene and seconded by Johnson to approve the invoice. (Vote: ves 3, No 0, Motion Carried)
- 5. <u>Review of Airport Financial Statements</u> Krumenauer provided the airports regular expenses and financials.
- 6. <u>Airport Manager's Report</u> Johnson gave an update on Cooper Engineering and the fuel system upgrade. He also talked about the 2021 snow removal thus far and other updates on 2021 punch list items.

7. Other Business

a) Proposed Verizon cell tower – Krumenauer updated the Commission and presented additional information on the proposed Verizon cell tower. He stated that the preferred location appears to be compliant with FAA rules but exceeds local height restrictions. It also presents a potential hazard for standard take off and approach lines for the turf runway.

After a discussion including alternatives and the importance of airport safety, the Commission directed Administrator to draft a letter providing airport position.

- b) Custom Fire Lease Update Krumenauer stated that no major action was taken on this item. Johnson also stated that it appears that the business is not selling and will remain under the Kirvida name.
- c) Hanger C-3, C-4, C-7, K-5, K-7 & Z-3 lease agreement renewals All lease agreements were reviewed and signed.
- 8. Other business as permitted by law Other business discussion included vacant hangers at OEO and how to ensure proper usage. A brief discussion was also held regarding a glider hanger and the desire to partially purchase an adjacent lot. Lastly taxiway B was discussed.
- 9. Adjourn There being no further items West adjourned the meeting at 4:46 p.m.

Respectfully submitted. Benjamin Krumenauer, Village Administrator

PLAN COMMISION OF THE VILLAGE OF OSCEOLA

Summary of Proceedings

January 4, 2022

Public Hearing

Pursuant to due call and notice the Plan Commission held a public hearing on Tuesday January 4, 2022 at 310 Chieftain Street, Osceola, WI 54020

Present: Buberl, Rose, Tomforhde, O'Connell, Bullard & Chantelois

Absent: Norenberg (excused)
Also in attendance: Joel West, West Consulting

<u>Call the Meeting to Order</u> - Buberl called the hearing to order at 7:00 pm.

<u>Announcement</u> – Buberl announced the intent of the public hearing and how it pertains to a proposed rezone, and road right-of-way dedication/vacation.

<u>Public Comment</u> – Kent Jefferson – 421 Ridge Road: discussed his concerns of the overall height of the structure and its relation to the setback from old Ridge Road. He said that he isn't against development, but is concerned of the height. He also mentioned the importance of subtle lights if allowed and not using major lights. Lastly, He mentioned his concerns regarding the potential impacts to traffic at the new Ridge Road and HWY-35.

Dan Sandager – 657 Ridge Road: stated that he has concerns on the location and how the development as a whole aligns with the Village's long term goals and plans. He mentioned the importance of the Village's "vision" or look to the future.

Adjourn – Being no other public comment, Buberl adjourned the public hearing at 7:09 pm.

Plan Commission

Pursuant to due call and notice the Plan Commission met on Tuesday December 7, 2021 at 310 Chieftain Street, Osceola, WI 54020

Present: Buberl, Rose, Tomforhde, O'Connell, Bullard & Chantelois

Absent: Norenberg (excused)
Also in attendance: Joel West, West Consulting

<u>Call the Meeting to Order</u> - Buberl called the meeting to order at 7:09 pm.

Approval of the Agenda - Motion by Rose and seconded by Bullard to approve the agenda.

Vote: Yes -6, No -0. Motion Carried.

<u>Approval of the Minutes</u> - Motion by O'Connell and seconded Bullard by to approve the December 7, 2021 meeting minutes.

Vote: Yes -6, No -0. Motion Carried.

<u>Public Forum</u> – Kent Jefferson – 421 Ridge Road: requested an alteration to the presentation process where

input is given after discussion of the item has been completed. O'Connell mentioned that a set process is available and can be reviewed.

Discussion and Possible Action re:

Buberl stated that he would be recusing himself due to a conflict of interest related to his spouses profession. He requested that Rose run the meeting during this item. Rose acknowledged.

a. Rezone of parcel 165-00582-0000 from R-3 Multi-Family Residential District to R-3 PUD (130 Ridge Road)

Rose announced the item and Krumenauer provided an overall review to the proposed development and the corresponding rezone.

O'Connell asked for an update on the north lots and the overall plan. Krumenauer stated that the proposed lots would be available for future development.

Bullard asked about the daycare site. Krumenauer stated that the development is on hold until further notice.

O'Connell asked about density. Krumenauer stated that the PUD overlay allows for a higher density than base allowances of 12 units per lot.

Being no other discussion motion by Bullard and seconded by Tomforhde to recommend approval of the proposed rezone.

(Vote: Yes -6, No -0. motion carried)

b. Approval of Certified Survey map

Krumenauer reviewed the proposed item including the proposed lot split, dedication of new Village road dight-of-way, and the vacating of a small portion of existing road right-of-way.

Rose inquired about the potential traffic impact to the new system. Krumenauer stated that a typical development of this size could add between 250-350 additional vehicle trips a day. The intersection could see additional peak traffic, but wouldn't be impacted overall to the point of not considering this development.

O'Connell asked when the new and old Ridge Road would be connected. Krumenauer stated that the current CIP shows a hopeful 2023 or 2024 project, depending on funding.

Bullard asked if a projected traffic impact is known for where traffic will head when leaving the development. Krumenauer stated that he is not sure on the preferred direction of future residents. The market study for the development includes an area that stretches further south than north, though this may not impact traffic patterns.

Rose asked for any other questions and if none for a vote.

Being no other discussion motion by O'Connell and seconded by Bullard to recommend approval of the proposed CSM.

(Vote: Yes -6, No -0. motion carried)

c. <u>Site plan review for a proposed 72-unit apartment structure and accessory structures</u> Krumenauer gave a simplified update on the overall project.

Joel West, 123 Kreekview Drive – is representing the developer stated his recusal as a Board Trustee and that he is available to answer any development related questions. He gave a brief update on the proposed open areas including the stormwater detention facilities. He stated the need for a 2:1 parking ratio to encourage adequate parking spaces and the overall need for the larger setbacks on three sides creating a reduction in setback to the south. West also discussed the proposed rent rates of the seventy two-bedroom and two one-bedroom units. Lastly, West discussed the general usage patterns of the site.

Rose inquired about the proposed landscaping plan. West stated that they are working directly with the Village on a final plan detail. The current plan includes general site trees, landscaping beds and perimeter landscaping.

Rose asked if additional parking lot lights will be considered. West said that currently the plan only calls for three total lights.

Being no other discussion motion by O'Connell and seconded by Bullard to recommend approval of the proposed development with the recommended conditions with the addition that all recording costs are paid for by the developer and that the developer is required to remediate all disturbed land on the site and adjacent site.

(Vote: Yes -6, No -0. motion carried)

Buberl came back into the meeting. Rose handed the meeting back.

Any other appropriate items to discuss –

O'Connell asked for an update on the old hospital. Krumenauer provided a brief update with the hope that PC will see options in the coming months.

Rose thanked the Plan Commission and stated the importance of community input and a transparent process with these developments.

Bullard asked for an update on the donor wall. Krumenauer said that he has received no updates.

Adjourn - Buberl adjourned the meeting at 8:17 pm

Respectfully submitted: Benjamin Krumenauer, Village Administrator

Posted From: 1/08/2022 From Account: Thru: 2/04/2022 Thru Account:

	Thru: 2,	704/2022 Thru Account:	
Check Nbr	Check Date	Payee	Amount
63148	1/12/2022	NORTHWOOD TECHNICAL COLLEGE	15,592.82
63149	1/12/2022	OSCEOLA SCHOOL DISTRICT	386,630.07
63150	1/12/2022	POLK COUNTY TREASURER	193,327.69
63151	1/18/2022	ADVANCED GRAPHIX INC.	130.00
63152	1/18/2022	AMAZON CAPITAL SERVICES	44.46
63153	1/18/2022	AMAZON.COM	650.69
63154	1/18/2022	ANDERSON TECHNOLOGIES	478.73
63155	1/18/2022	BAKER & TAYLOR	2,968.65
63156	1/18/2022	BILL'S ACE HARDWARE	38.83
63157	1/18/2022	BOYDS OUTDOOR POWER	6.04
63158	1/18/2022	CAPITAL ONE COMMERCIAL	162.30
63159	1/18/2022	CENTURYLINK	1,399.45
63160	1/18/2022	CINTAS	810.04
63161	1/18/2022	COUCH, TARA	100.00
63162	1/18/2022	DAVID D. DANIELSON	600.00
63163	1/18/2022	DEMCO	834.60
63164	1/18/2022	DEMCO	600.69
63165	1/18/2022	DEPARTMENT OF PUBLIC INSTRUCTION	200.00
63166	1/18/2022	DICK'S FRESH MARKET	535.24
63167	1/18/2022	EO JOHNSON	290.00
63168	1/18/2022	FAHRNER ASPHALT SEALERS, LLC	22,604.40
63169	1/18/2022	FEDERATED CO-OPS, INC.	94.27
63170	1/18/2022	HOME LIFE, INC.	25.00
63171	1/18/2022	J & S GENERAL CONTRACTING	16,348.00
63172	1/18/2022	LUDVIGSON LAW OFFICE 2014	1,625.00
63173	1/18/2022	MUNSON PLUMBING SERVICE, LLC	445.95
63174	1/18/2022	NOBLE'S TIRE SERVICE	558.08
63175	1/18/2022	NORTHWESTERN POWER EQUIPMENT CO., INC.	7,181.00
63176	1/18/2022	OFFICE DEPOT	304.46
63177	1/18/2022	OSCEOLA MEDICAL CENTER	40.00
63178	1/18/2022	OSCEOLA TOWING & REPAIR	211.44
63179	1/18/2022	OSCEOLA UTILITIES	5,069.74
63180	1/18/2022	P.F. PETTIBONE & CO.	334.80

Posted From: 1/08/2022 From Account: Thru: 2/04/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
63181	1/18/2022	PETTY CASH-LIBRARY	24.85
63182	1/18/2022	PIONEER PRESS	627.00
63183	1/18/2022	POLK COUNTY TREASURER	1,060.20
63184	1/18/2022	SAFE-FAST, INC.	1,422.00
63185	1/18/2022	SKOGLUND OIL COMPANY, INC.	417.05
63186	1/18/2022	STATE OF WISCONSIN COURT FINES & SURCHARGES	1,665.61
63187	1/18/2022	STREICHER'S	255.95
63188	1/18/2022	THE FLYING LOCKSMITHS	2,419.60
63189	1/18/2022	THE HOME DEPOT PRO	47.90
63190	1/18/2022	THE OSCEOLA SUN	828.00
63191	1/18/2022	THOMSON REUTERS - WEST	252.00
63192	1/18/2022	VILLAGE OF DRESSER	30.00
63193	1/18/2022	VISA	580.24
63194	1/18/2022	VISA	113.32
63195	1/18/2022	WEST WISCONSIN INSPECTION AGENCY, LLC	1,205.24
63196	1/18/2022	WI DEPT OF TRANS	2.68
63197	1/18/2022	XCEL ENERGY	12,124.26
63198	1/18/2022	ZARNOTH BRUSH WORKS, INC.	427.20
63199	1/20/2022	ABM	1,360.45
63200	1/20/2022	ANDREW BACH	130.94
63201	1/20/2022	ANDREW LAUDA	108.42
63202	1/20/2022	APPRAISAL SERVICES	7,820.00
63203	1/20/2022	ASHLEY SCHAETZEL	207.69
63204	1/20/2022	BENJAMIN KRUMENAUER	70.00
63205	1/20/2022	BILL'S ACE HARDWARE	96.38
63206	1/20/2022	BLUESTONE SAND & GRAVEL	642.66
63207	1/20/2022	BLUESTONE SAND & GRAVEL	408.07
63208	1/20/2022	BROOKE HARSHMAN	69.52
63209	1/20/2022	COMPENSATION CONSULTANTS, LTD	25.00
63210	1/20/2022	CULLIGAN OF RICE LAKE	9.00
63211	1/20/2022	CUSTOM FIRE APPARATUS INC	1,956.00
63212	1/20/2022	DAVID D. DANIELSON	200.00
63213	1/20/2022	DONALD RIGNEY	22.51

Posted From: 1/08/2022 From Account:

Thru: 2/04/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
63214	1/20/2022	EARL PAULSON	256.77
63215	1/20/2022	EASYITGUYS	4,932.22
63216	1/20/2022	EMC INSURANCE COMPANIES	9,128.35
63217	1/20/2022	EO JOHNSON LEASING	208.61
63218	1/20/2022	EPA AUDIO VISUAL, INC.	575.00
63219	1/20/2022	ERIC LEHMAN	260.00
63220	1/20/2022	FIELD TRAINING SOLUTIONS	295.00
63221	1/20/2022	FRANCES DUNCANSON	262.90
63222	1/20/2022	GENERAL TEAMSTERS UNION	369.00
63223	1/20/2022	GOVERNMENT BRANDS SHARED SERVICES	315.00
63224	1/20/2022	JENNIFER GILLER	150.00
63225	1/20/2022	JENNIFER ROYTEK	30.00
63226	1/20/2022	JOHN MARIER	207.69
63227	1/20/2022	JOSHUA MOERBITZ	207.69
63228	1/20/2022	LESLEY DIANE NACE	102.41
63229	1/20/2022	MIDWEST ONE BANK	1,097.12
63230	1/20/2022	NEI ELECTRIC	303.50
63231	1/20/2022	ONAGENE JUNE FIELD	66.85
63232	1/20/2022	OSCEOLA AREA AMBULANCE	37,772.00
63232	1/20/2022	OSCEOLA AREA AMBULANCE	-37,772.00
63233	1/20/2022	OSCEOLA AREA CHAMBER OF COMMERCE	7,500.00
63234	1/20/2022	PDI	59.94
63235	1/20/2022	POLK COUNTY ECONOMIC DEVELOPMENT CORP	2,700.00
63236	1/20/2022	POLK COUNTY HIGHWAY DEPARTMENT	7,698.15
63237	1/20/2022	REBEKAH PALMER	150.00
63238	1/20/2022	ROBERT W. BAIRD & COMPANY	4,250.00
63239	1/20/2022	RONALD PEDRYS	138.00
63240	1/20/2022	SECURIAN FINANCIAL GROUP, INC.	388.91
63241	1/20/2022	SF INSURANCE GROUP, LLC	1,880.00
63242	1/20/2022	SHELBY FRIENDSHUH	25.00
63243	1/20/2022	TANNER REBHAN	50.00
63244	1/20/2022	THOMAS GREEN	66.86
63245	1/20/2022	THOMSON REUTERS - WEST	126.00

Posted From: 1/08/2022 From Account: Thru: 2/04/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
63246	1/20/2022	TIMOTHY GADA	38.46
63247	1/20/2022	UNUM LIFE INSURANCE COMPANY OF AMERICA	399.24
63248	1/20/2022	VERIZON	343.91
63249	1/20/2022	WI PROFESSIONAL POLICE ASSOCIATION	170.00
63250	1/20/2022	WISCONSIN RURAL WATER ASSOC.	480.00
63251	1/27/2022	5 ALARM FIRE AND SAFETY EQUIPMENT, LLC	82.90
63252	1/27/2022	ASSOCIATED BANK GREEN BAY, N.A.	3,125.00
63253	1/27/2022	CARQUEST	171.49
63254	1/27/2022	CORELOGIC	4,325.97
63255	1/27/2022	DELTA DENTAL PLAN OF WISCONSIN	1,304.27
63256	1/27/2022	FRANCES DUNCANSON	11.70
63257	1/27/2022	GLATFELTER SPECIALTY BENEFITS/ VFIS	8,160.00
63258	1/27/2022	INFO-PRO LENDER SERVICES, INC.	3,481.72
63259	1/27/2022	OSCEOLA AREA AMBULANCE	35,672.00
63260	1/27/2022	POLK BURNETT	52.64
63261	1/27/2022	SHAN HUANG	207.69
63262	1/27/2022	SPECTRUM	124.98
63263	1/27/2022	STATE OF WI - EMPLOYMENT RELATIONS COMMISSION	200.00
63263	1/27/2022	STATE OF WI - EMPLOYMENT RELATIONS COMMISSION	-200.00
63264	1/27/2022	WE ENERGIES	4,671.25
63265	1/27/2022	WMCA	65.00
63266	2/01/2022	AMAZON CAPITAL SERVICES	29.97
63267	2/01/2022	AMAZON CAPITAL SERVICES	387.80
63268	2/01/2022	BENJAMIN KRUMENAUER	70.00
63269	2/01/2022	BILL'S ACE HARDWARE	18.99
63270	2/01/2022	CARQUEST	167.65
63271	2/01/2022	COMMERCIAL TESTING LAB.	990.75
63272	2/01/2022	CORE & MAIN LP	2,363.90
63273	2/01/2022	DAO FENG WEI	3,218.93
63274	2/01/2022	DIGGERS HOTLINE	25.34
63275	2/01/2022	DWAYNE WRIGHT	67.26
63276	2/01/2022	ERIC LEHMAN	230.00
63277	2/01/2022	ERIC MUSCHA	207.69

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63278	2/01/2022		262.90
63279	2/01/2022	HACH COMPANY	230.49
63280	2/01/2022		150.00
63281	2/01/2022	JENNIFER ROYTEK	30.00
63282	2/01/2022		207.69
63283	2/01/2022	NORTHERN LAKE SERVICE, INC.	270.00
63284	2/01/2022	OFFICE DEPOT	102.62
63285	2/01/2022	REBEKAH PALMER	150.00
63286	2/01/2022	RELIANCE ELECTRIC MOTORS	398.88
63287	2/01/2022	RONALD PEDRYS	138.00
63288	2/01/2022	SHELBY FRIENDSHUH	25.00
63289	2/01/2022	SMITH & LOVELESS, INC.	226.03
63290	2/01/2022	TANNER REBHAN	50.00
63291	2/01/2022	TIMOTHY GADA	38.46
63292	2/01/2022	TODD WATERS	200.00
63293	2/01/2022	WEST CENTRAL BIOSOLIDS COMMISSION	10,093.71
63294	2/01/2022	WI PROFESSIONAL POLICE ASSOCIATION	170.00
63295	2/01/2022	WISCONSIN STATE LABORATORY OF HYGIENE	26.00
63296	2/04/2022	BAKKE NORMAN. S.C.	2,885.00
63297	2/04/2022	CULLIGAN OF RICE LAKE	21.20
63298	2/04/2022	DICK'S FRESH MARKET	11.53
63299	2/04/2022	EASYITGUYS	4,932.22
63300	2/04/2022	EO JOHNSON LEASING	754.34
63301	2/04/2022	GENEVIEVE LEHMAN	234.51
63302	2/04/2022	JACQUELINE M CORK	71.99
63303	2/04/2022	LUDVIGSON LAW OFFICE 2014	1,990.00
63304	2/04/2022	MELANIE SMITH	150.00
63305	2/04/2022	NATIONWIDE TRUST COMPANY, FSB	150.00
63306	2/04/2022	PITNEY BOWES INC.	80.74
63307	2/04/2022	SECURIAN FINANCIAL GROUP, INC.	388.91
63308	2/04/2022	SHORT ELLIOTT HENDRICKSON	1,415.41
63309	2/04/2022	WEST WISCONSIN INSPECTION AGENCY, LLC	2,644.44
63310	2/04/2022	WI DEPT OF REVENUE	124.00

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63310	2/04/2022	WI DEPT OF REVENUE	-124.00
63311	2/04/2022	WILFRED J CHANTELOIS IV	102.95
63312	2/04/2022	WISCONSIN STATE LABORATORY OF HYGIENE	26.00
EFTPS	1/19/2022	EFTPS	10,372.85
MTA SWH	1/05/2022	MTA-MY TAX ACCOUNT	2,226.63
NWPEINV	1/18/2022	MIDWESTONE	7,181.00
V1192201	1/19/2022	BACH, ANDREW	1,743.48
V1192202	1/19/2022	BURROWS, HANNAH	87.27
V1192203	1/19/2022	CARUSO, RICHARD T.	1,740.59
V1192204	1/19/2022	DAEFFLER, JESSICA	576.82
V1192205	1/19/2022	DORN CUTLER, PRISCILLA R	238.57
V1192206	1/19/2022	DUNCANSON, FRANCES	750.62
V1192207	1/19/2022	FELDTMOSE, MARIE K.	491.39
V1192208	1/19/2022	FRIENDSHUH, SHELBY	1,194.48
V1192209	1/19/2022	GADA, TIMOTHY	1,775.34
V1192210	1/19/2022	GILLER, JENNIFER	1,100.61
V1192211	1/19/2022	HOVERMAN, RICHARD D.	211.67
V1192212	1/19/2022	JACOBS, MICHELLE	285.04
V1192213	1/19/2022	JOHNSON, ANDREW	155.14
V1192214	1/19/2022	KENNY, RYAN	1,686.73
V1192215	1/19/2022	KRENTZ, CARIE	111.15
V1192216	1/19/2022	KRUMENAUER, BENJAMIN	2,569.23
V1192217	1/19/2022	LEHMAN, ERIC M.	1,609.12
V1192218	1/19/2022	LEHMAN, JENNIFER T.	224.97
V1192219	1/19/2022	MALLIN, MICHAEL	1,497.02
V1192220	1/19/2022	MILLER, ANNE	663.33
V1192221	1/19/2022	PALMER, REBEKAH S.	760.28
V1192222	1/19/2022	PEDRYS, RONALD W.	2,273.50
V1192223	1/19/2022	REBHAN, TANNER	1,520.38
V1192224	1/19/2022	ROYTEK, JENNIFER L.	1,301.58
V1192225	1/19/2022	SCHILL, JUSTIN	1,373.65
V1192226	1/19/2022	TRACY, DAWN	451.69
V1192227	1/19/2022	TRACY, RALPH E.	1,649.81

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V1192228	1/19/2022	WATERS, TODD	1,679.28
V2022201	2/02/2022	BACH, ANDREW	1,663.99
V2022202	2/02/2022	BURROWS, HANNAH	157.92
V2022203	2/02/2022	CARUSO, RICHARD T.	1,671.95
V2022204	2/02/2022	DAEFFLER, JESSICA	596.36
V2022205	2/02/2022	DUNCANSON, FRANCES	1,477.71
V2022206	2/02/2022	FELDTMOSE, MARIE K.	518.92
V2022207	2/02/2022	FRIENDSHUH, SHELBY	1,194.48
V2022208	2/02/2022	GADA, TIMOTHY	1,616.16
V2022209	2/02/2022	GILLER, JENNIFER	1,078.45
V2022210	2/02/2022	HOVERMAN, RICHARD D.	211.67
V2022211	2/02/2022	JACOBS, MICHELLE	240.03
V2022212	2/02/2022	JOHNSON, ANDREW	531.80
V2022213	2/02/2022	KENNY, RYAN	1,583.52
V2022214	2/02/2022	KRENTZ, CARIE	730.49
V2022215	2/02/2022	KRUMENAUER, BENJAMIN	2,569.23
V2022216	2/02/2022	LEHMAN, ERIC M.	1,518.97
V2022217	2/02/2022	LEHMAN, JENNIFER T.	202.47
V2022218	2/02/2022	MALLIN, MICHAEL	1,439.78
V2022219	2/02/2022	MILLER, ANNE	724.00
V2022220	2/02/2022	PALMER, REBEKAH S.	760.28
V2022221	2/02/2022	PEDRYS, RONALD W.	2,273.50
V2022222	2/02/2022	REBHAN, TANNER	1,541.21
V2022223	2/02/2022	ROYTEK, JENNIFER L.	1,265.40
V2022224	2/02/2022	SCHILL, JUSTIN	1,322.03
V2022225	2/02/2022	TRACY, DAWN	519.13
V2022226	2/02/2022	TRACY, RALPH E.	1,590.19
V2022227	2/02/2022	WATERS, TODD	1,612.68
CRT122021	1/18/2022	MIDWESTONE	6,403.49
DECPMTREST	1/19/2022	VILLAGE OF OSCEOLA	212.76
STMT120621	1/21/2022	ВР	237.18
WDC-1-5-22	1/21/2022	GREAT WEST	802.26
WDC 1-18-22	1/19/2022	GREAT WEST	1,705.99

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WRS DEC2021	1/31/2022	WRS-EFT		13,117.71
EFTPS 1-5-22	1/05/2022	EFTPS		12,743.14
MTA SWH 1-18	1/18/2022	MTA-MY TAX ACCOUNT		1,546.72
			Grand Total	956,853.46

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GENERAL FUND CHECKING ALL Checks

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	Amount
tal Expenditure from Fund # 100 - GENERAL	225,893.91
tal Expenditure from Fund # 221 - LIBRARY	24,358.89
tal Expenditure from Fund # 250 - AIRPORT	13,360.04
tal Expenditure from Fund # 272 - DRESSER FORFEITURES	30.00
tal Expenditure from Fund # 275 - OSCEOLA MUNICIPAL COURT	14,199.09
tal Expenditure from Fund # 300 - DEBT SERVICE FUND	3,125.00
tal Expenditure from Fund # 410 - GENERAL CAPITAL FUND	18,978.73
tal Expenditure from Fund # 430 - TIF #2 FUND	1,000.00
tal Expenditure from Fund # 450 - TIF #3 FUND	1,000.00
tal Expenditure from Fund # 510 - WATER UTILITY	14,963.17
tal Expenditure from Fund # 520 - SEWER UTILITY	44,394.05
tal Expenditure from Fund # 730 - TAX AGENCY FUND	595,550.58
Total Expenditure from all Funds	956,853.46