

**NOTICE  
VILLAGE OF OSCEOLA  
BOARD MEETING**

Date: March 9, 2021  
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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1. Call to order
2. Approval of the agenda
3. Acceptance of donation to Village by Horst Rechelbacher Foundation
4. Approval of the minutes:
  - a) Regular meeting dated February 9, 2021
5. Public input and ideas (Limit 5 minutes per speaker)
6. Reports:
  - a) Staff reports
    - i. Public Works & Utilities
    - ii. Library
    - iii. Fire
    - iv. Building Inspection
    - v. Administration
    - vi. Police
  - b) Chamber of Commerce/Mainstreet
7. Other business – discussion and possible action re:
  - a) Resolution #21-02 Affirmation of Paul Elfstrom as Fire Chief
  - b) Resolution #21-03 Expressing support for WCWBF Request for IUP Revisions
  - c) Millpond Learning Foundation update regarding finances and donor signage
  - d) Approval of sale agreement/developer agreement with Judkins LLC

- e) Approve capital purchase of two zero turn mowers (Boy's Outdoor Power: \$7,700.00)
  - f) Approve purchase of 2021 police squad vehicle (\$36,436.00)
  - g) ATT agreement for Bluff Tower antenna lease
  - h) T-Mobile agreement for Bluff Tower antenna lease
  - i) Ordinance #21-01 Amending Chapter 74. Animals, Article I. Dogs
  - j) Map of Survey: Various parcels (Village of Osceola initiative)
  - k) Tax Increment District Policy
8. Permits and Licenses:
- a) Operator license
    - i. Sharon Wettschreck-PYs
9. Board, Committee, Commission and Agency Reports:
- a) Sewer and Water Committee dated November 24, 2020 (approved February 22, 2021)
  - b) Library Board dated January 14, 2021 (approved February 11, 2021)
  - c) Planning Commission dated February 2, 2021 (approved March 2, 2021)
  - d) Admin & Finance Committee dated February 8, 2021 (approved on March 5, 2021)
10. Approval of vouchers payable
11. Discussion of and action on any other appropriate items
12. Adjourn

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

- |                        |   |
|------------------------|---|
| 1. Schools             | 7. Personalization/Historic of<br>Downtown Feel                               |
| 2. Airport             | 8. Access to major population center  |
| 3. Industrial Park     | 9. Medical Services   |
| 4. River               | 10. Recreational opportunities and the<br>Braves (tied ranking for number 10) |
| 5. Falls               |   |
| 6. Downtown Businesses |   |

**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.



# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Board Packet  
Date: 3/5/2021  
**Re: Item 3: Acceptance of Donation to Village by Horst Rechelbacher Foundation**

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## **GENERAL INFORMATION**

### ***Background***

Jill Greenhalgh, Managing Director of Horst Rechelbacher Foundation notified the Village that part of the Foundation's 2021 donation priorities include Osceola. Greenhalgh will be attending the March meeting to present a donation of \$15,000 to the Village. Her intent is to distribute equal portions to Fire, Police and General. This non-binding act is very much appreciated, and the funds will go to good uses yet to be determined.

**VILLAGE OF OSCEOLA**  
**BOARD MEETING PROCEEDINGS**  
**February 9, 2021**

The Village of Osceola met remotely for a regular meeting on February 9<sup>th</sup>, 2021. Village President Buberl called the meeting to order at 6:00 p.m.

Present: Buberl, Van Burch, Bruce Gilliland, Deb Rose, Brad Lutz, Joel West, and Bob Schmidt  
Staff present: Benjamin Krumenauer, Frances Duncanson, Todd Waters, Rick Caruso, Ryan Kenny, Shelby Friendshuh, Andrew Bach  
Others present: Trudy Lorenz, Tim Anderson, Denise Everson, Jason Schulte, Germaine Ross, Kimberly Judkins, and several other members of the public.

President Buberl announced the item pertaining to the approval of RDA Farm Lease Contract (2021-2023) would be struck from the agenda.

Motion by West and seconded by Rose to approve the agenda  
Ayes-7                      Nays-0                      Motion carried.

Motion by Burch and seconded by Schmidt to approve the minutes of the regular meeting held January 12, 2021  
Ayes-7                      Nays-0                      Motion carried.

**Public input and ideas (Limit 5 minutes per speaker)**

Tim Anderson of 906 Oak Ridge Drive-Thanked the Board for the time to talk about Oak Ridge Drive and the recurring issue of speeding. He has gotten passed backing out of his driveway. He appreciates the police presence at the elementary school area.

Trudy Lorenz of Oak Ridge Drive-Commented on the reckless driving from 8<sup>th</sup> to 10<sup>th</sup> streets ending at the high school. There is speeding, dragging, and other bold driving before and after school and school events. The increased Police presence and writing tickets helps. They have tried as a neighborhood to get people to slow down, and were met with obscene gestures. A group of concerned residents has a petition. Lorenz thanked them all for listening.

Denise Everson of 811 Oak Ridge Drive-They are all concerned about the heavy traffic after school and sporting events. She has spoken with Chief Pedrys and put out signs, some have been out taking down plate numbers and car descriptions, and spoke to high school as well.

President Buberl commented the Police and Public Works Committee will continue to be discuss the issue.

**Reports:**

a) **Staff reports**

- i. Police-Krumenauer: Chief Pedrys is out of town at training. Krumenauer presented a memo from Police Dept. Kwik Trip donated to the Police and Fire Dept and gave a big thanks to them.
- ii. Public Works & Utilities-Waters: Snow removal was busy in January. The more it snows the more there is to haul away. They are digging deep into equipment maintenance and repairs to the wheel loader. Holiday tree pick up was busy this year. Waters informed the Board of the dangers of invasive beetles in the trees sometimes. In Village Parks they are cutting and burning invasive species like buckthorn and cutting brush back from the right of way. The ice rink is completed and getting a lot of use along with the warming shack. Building maintenance is continuing along with adjusting controls at the Discovery Center and cross training other employees. Caruso:



reported on a 6” cast iron main broke on Summit. Rural Water provided assistance in locating where the water was coming from that was flowing in to the plant so repairs could be made.

- iii. Library-Friendshuh: the last month was spent working on the annual report that is sent to the State and used to help determine funding. More Take Home kits are made and the program is very successful. They are applying for a grant for small rural libraries in the amount of \$3,000 to host community conversations about civic engagement and local government functions.
  - iv. Fire-Elfstom: Reported it was a slow month, with only one run with an extrication. They are working on improving airport hangar inspections and compliance. They met with the Service Awards representative about the program. Two members are taking haz mat and part C of firefighter certifications. Saturday night is the virtual Fireman’s Ball. Kwik Trip donated to the Dept. and they will be using the donation to buy equipment and work on the floor.
  - v. Building Inspection-Krumenauer: Quiet January for permits with only two permits pulled.
  - vi. Administration-Krumenauer: The traffic petition was received from the Oak Ridge neighborhood residents and forwarded to the Board. Both Public Works and Police are addressing the issue and looking at all options. There will be an informational email to follow. Krumenauer is negotiating with cell phone providers to consider lease amendments to see if we can improve the terms to get the best bang for our buck. Financial planning is underway for TIF#2 to capitalize on potential revenues before we close out the district. Policies to vet potential developers who desire TIF benefits are under consideration. The Village is continuing to look at plans to open the buildings from COVID restrictions.
2. Chamber of Commerce/Mainstreet-Ross: Thank you to the Village for increasing funding. They held the annual meeting and reviewed year end reports. They have several new Board members and are working on the budget. The Economic Vitality Committee intended on having a housing presentation. We are all invited to the presentation that now will be virtual. There were many more downtown visitors. Top priorities are being reviewed.

**Other business – discussion and possible action re:**

Motion by Rose and seconded by West to approve the Mutual aid agreement with the City of St. Croix Falls-Police Department initiative.

Ayes-7                      Nays-0                      Motion carried.

Officer Bach went through the agreement and commented it is a step in the right direction for officer safety. Schmidt commented the Police-Fire Committee reviewed and supports the agreement.

Motion by West and seconded by Lutz to approve Mike Miller to Osceola Housing Authority with the term to April 2026.

Ayes-7                      Nays-0                      Motion carried.

Motion by Gilliland and seconded by Rose to approve Certified Survey Map for 102/108 Chieftain Street (the former Village library site) pending final approval of sale of property

Ayes-7                      Nays-0                      Motion carried.

Motion by Burch and seconded by Rose to approve Resolution #21-01 “International Migratory Bird Day”

Ayes-7                      Nays-0                      Motion carried.

Motion by West and seconded by Burch to approve Proposed Ordinance Amendment Chapter 74. Animals, Article I. Dogs (First Read)

Ayes-7                      Nays-0                      Motion carried.

This proposed amendment would allow for three dogs before a kennel license would be required.

**3. Permits and Licenses:**

Motion by West and seconded by Rose to approve operator licenses for Kayla Cross-PYs, Bobbi Daly-PYs, Dayton Glor-Tippy’s, Shelby Kent-Valley Spirits, Danielle Kleven-Valley Spirits, Cole Rennaker-Minit Mart, Gary Wick-Osceola Rod & Gun Club

Ayes-7            Nays-0            Motion carried.

Motion by Rose and seconded by Schmidt to approve a Kennel license for Harold & Ann Gjerner at 614 Summit Street

Ayes-7            Nays-0            Motion carried.

Motion by Rose and seconded by Gilliland to approve the following Board, Committee, Commission and Agency Reports:

- a) Redevelopment Authority dated    April 30, 2019 (approved January 28, 2021)
- b) Police & Fire Committee dated    May 7, 2020 (approved January 29, 2021)
- c) Planning Commission dated        December 1, 2020 (approved February 2, 2021)
- d) Library Board dated                December 10, 2020 (approved January 14, 2021)
- e) Admin & Finance Committee dated    December 4, 2020 (review on February 8, 2021)
- f) Airport Commission dated         December 21, 2020 (January 18, 2021)

Ayes-7            Nays-0            Motion carried.

Motion by West and seconded by Gilliland to approve vouchers payable

Ayes-7            Nays-0            Motion carried.

Developers presentation:

Krumenauer reviewed the location and neighbors of Lot #2 off Ridge Road. Kim Judkins and partners are proposing a new day care center that is much needed in area to support local families and workers. They are outgrowing their existing location and the landlord needs the space for his own business use. In search of expansion, they can't find an existing building, and this is the next opportunity. They present the proposed layout. More and more families need help, they are currently the only day care provider in the school district. There is a waiting list for newborns to get in to care. Buberl asks if they can handle more families. Judkins replies they want to expand and add to their license capacity, but they don't want to get too huge a center. West asks how many families/children served. Judkins responded there are 55 enrolled, a few part time, and wants to add about 20 children. Gilliland asks about the time frame to build. They were supposed to be out of their current location last October, but the lease was extended until July 1<sup>st</sup>. They are hoping the landlord will give time until the building is ready.

Motion by Burch and seconded by West to going into closed session at 7:25 p.m. pursuant to Wisconsin Statute §19.85(1)(e) for purposes of reviewing an offer to purchase Village property. This pertains to a 1.62-acre property located on Ridge Road (Parcel 165-00582-0200).

Roll call vote: Ayes-Buberl, Burch, Gilliland, Lutz, Rose, Schmidt, West Nays-0    Motion carried.

Motion by Rose and seconded by Burch to come out of closed session at 8:20 p.m.

Roll call vote: Ayes-Buberl, Burch, Gilliland, Lutz, Rose, Schmidt, West Nays-0    Motion carried.

Discussion of and action on any other appropriate items: Rose commented on the Spring Primary Election coming up February 16<sup>th</sup>.

President Buberl adjourned the meeting at 8:29 p.m.

Respectfully submitted by

Frances Duncanson, MMC-WCPC  
Village Clerk



# Memo

**To:** President Buberl and Village Board Members

**From:** Todd Waters (Public Works Coordinator)

**CC:** Fran Duncansen

**Date:** March 9th, 2021

**Re:** March Board Update

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Streets:

- Windblown road closures, freezing and thawing, and multiple snow occasions on Village roadways, parking lots and sidewalks kept Public Works busy with public safety at the forefront.
- The freezing and thawing caused several storm sewer backups that Public Works quickly alleviated preventing ice buildup on roadways.
- Snow blowing boulevards where large accumulation of snow has amounted to continue sidewalk snow removal in safe route to school areas and beyond.

Parks:

- Ice rink maintenance continued in March along with Public Works building a pond hockey goal for all to utilize.
- Public Works built five 8 foot picnic tables to both replace old and add new to park spaces.

Building Maintenance:

- Changed failed bulbs, updated fixtures and ballasts for better lighting and energy cost savings
- Installed hardware for curtains in the Library Department in 2 locations of the Discovery Center



# Memo

**To:** President Buberl and Village Board Members

**From:** Rick Caruso, Utilities Coordinator

**CC:** Fran Duncanson

**Date:** March 9, 2021

**Re:** Utility Department March Board Update

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## Water Utility:

- Water pumped in October totaled 4.89 million gallons for the month of February.
- Required covid related reports were submitted to the PSC.
- Ralph and Ryan replaced damaged motor conduit at well 4. The conduit had become brittle over time and serves wiring from the variable frequency drive to the 250 HP electric motor that drives the well pump.
- Two new meters were installed and ten were replaced in the month of February.
- The Utility Department has initiated a move to cloud storage for our forms, maps and plans. This project has been spearheaded by Ryan Kenny with the goal to be able to access this information in the field.

## Sewer Utility:

- Wastewater treated totaled 6.8 million gallons in February.
- The 6" sewer on Kent Street off 7<sup>th</sup> Ave plugged on the morning of February 15<sup>th</sup>. Even with the temperatures as low as they were (-29F), the line was able to be jetted and service was restored with very minimal flooding to the effected homes.
- Annual hauled waste permits have been issued to septic haulers to permit disposal of septic and holding tank wastes to our treatment system.
- Maintenance was performed to the priming system at the Industrial Park pump station. The station operates using vacuum to draw wastewater into the pumps and will foul without regular maintenance causing the pumps to run dry.
- The WWTP performed well through the cold weather despite setbacks from the January water main break, a slug load of grease, and a broken pipe in Dresser sending clear water to the plant. We are grateful to be on the other side of winter.



## Memo

**To:** Wilberg Memorial Library Board of Trustees

**From:** Library Director; Shelby Friendshuh

**CC:** Village Board of Osceola

**Date:** March 2021

### **DIRECTOR/ADMINISTRATION**

This last month I spent the majority of my administrative time finishing both the annual report as well as the application for the LTC Grant. Thank you to everyone who has expressed their support as well as to those who sent their Letter of Support to be submitted with the application. We should know by the end of the month if we will be a recipient of the grant. As we move into March we are now working on the reopening plans to move into the next phase of reopening: visits by appointment. The current plan is to expand our services on March 15th.

### **MATERIALS CIRCULATION**

February 2021, Total Items Circulated: 2,296

**Curbside pick up only as of 11/18/2020**

Public Computer Uses for February 2021: 0

eBook Checkouts for February 2021: 1,044

New Patrons in February 2021: 4

### **COLLECTIONS**

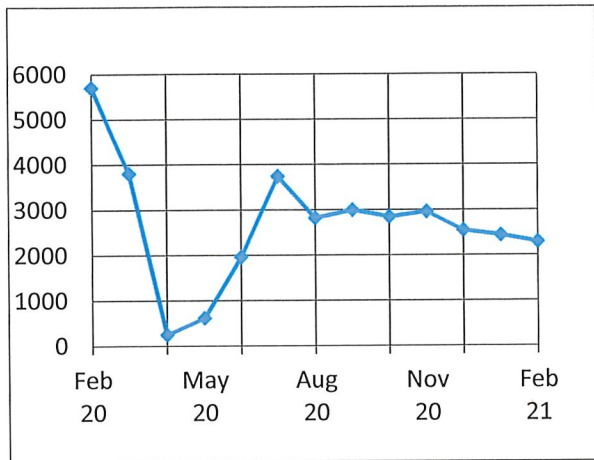
135 new items were added to the collection this month.

One of the most successfully circulating collections right now is our children's picture books as we continue to offer 'Mystery Pick-Ups', patrons can come to our drive up window and pick up a bundle of books that we hand select. This is especially helpful for parents that have difficulty searching through the online catalog to pick up the large number of books their children typically want to take home! We love this service as it allows us to not only help parents and take some of the stress of picking new books, but it also lets us showcase our newest and favorite children's books.

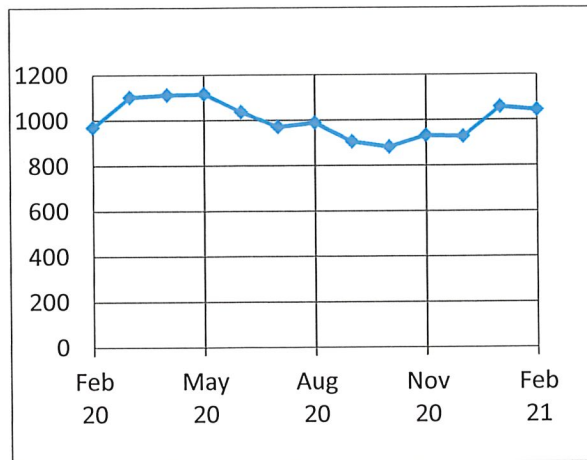
# Osceola Public Library Monthly Statistical Report

## February 2021

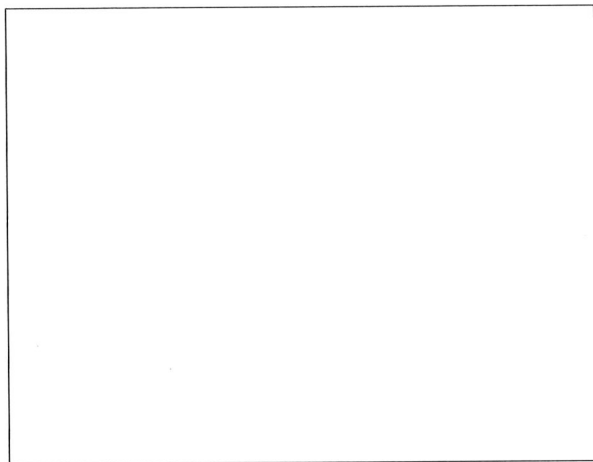
### Total Materials Circulated



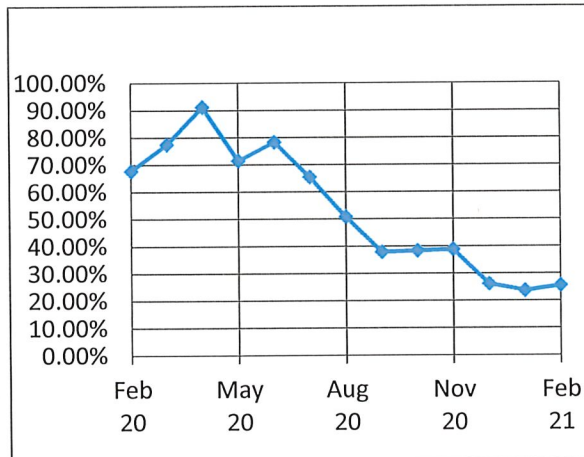
### Downloadable Media Circulation



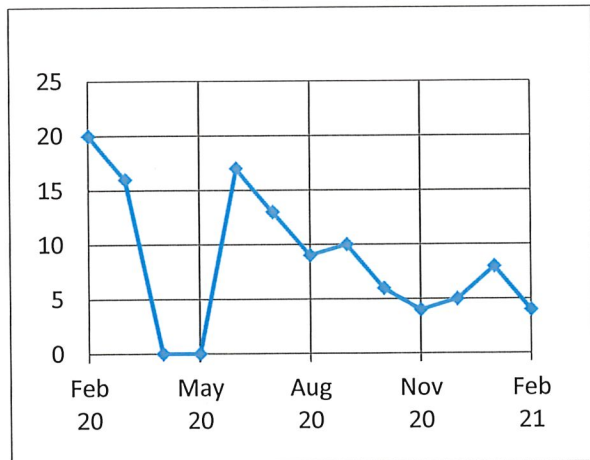
### Total Library Visits (Based on Door Counter)



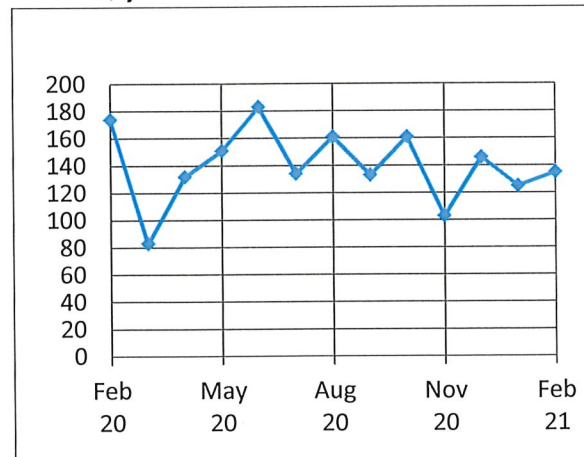
### Percent of Locally Owned Check Outs



### New Library Card Registrants

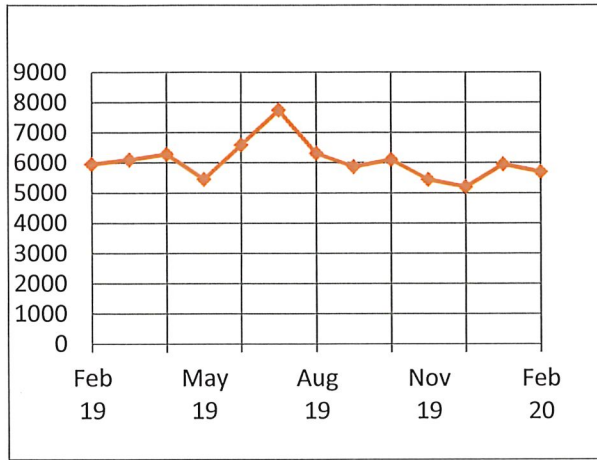


### Qty of Items Added to Collection

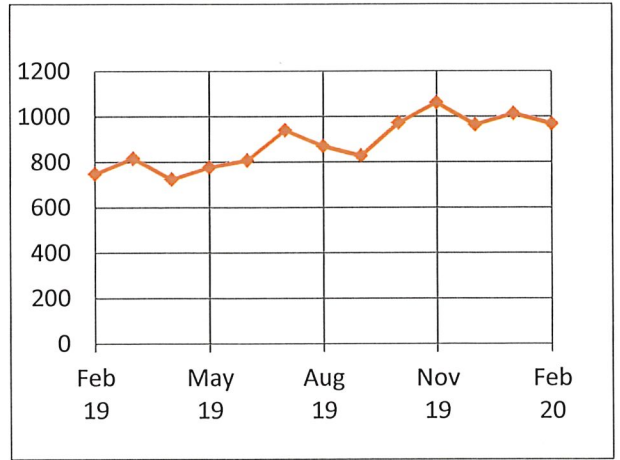


**Osceola Public Library Monthly Statistical Report  
February 2020**

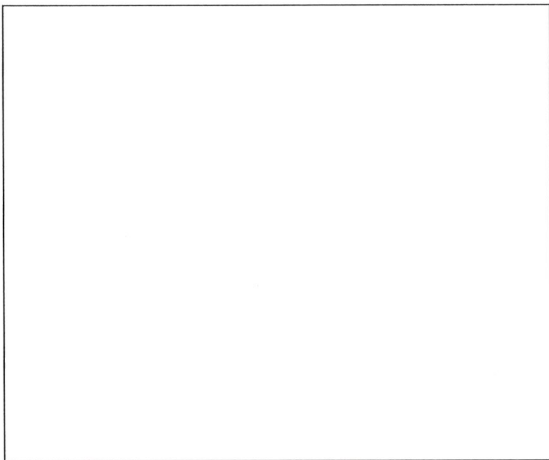
**Total Materials Circulated**



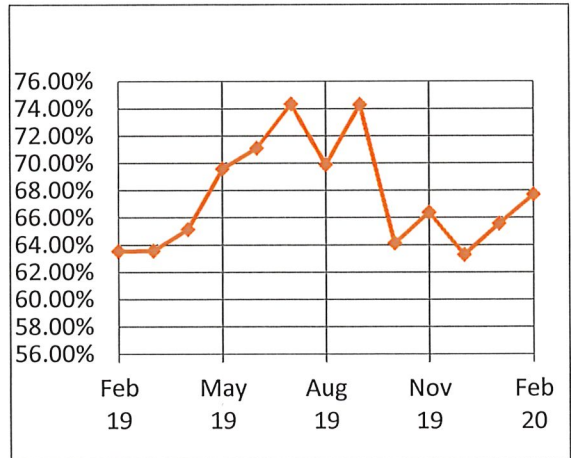
**Downloadable Media Circulation**



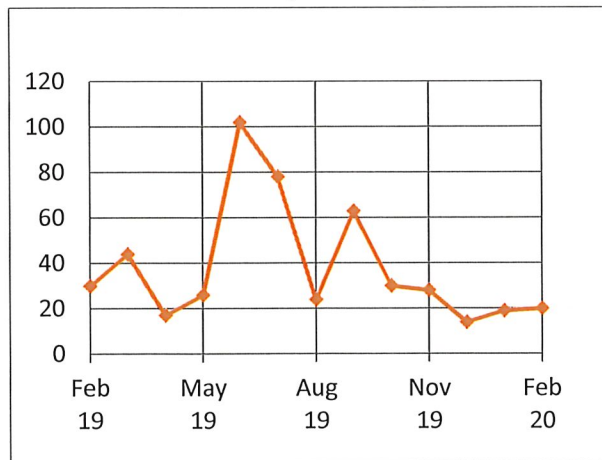
**Total Library Visits (Based on Door Counter)**



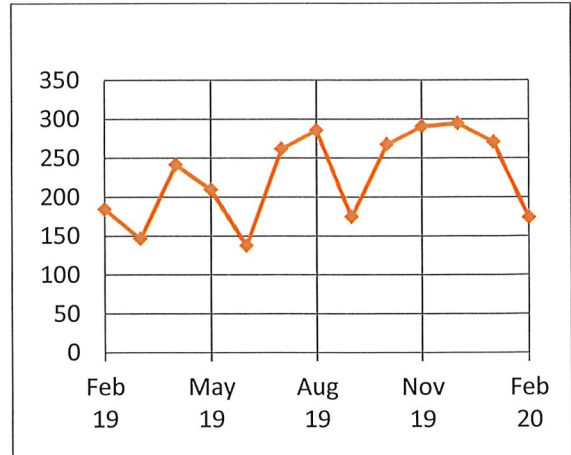
**Percent of Locally Owned Check Outs**



**New Library Card Registrants**



**Qty of Items Added to Collection**





## OSCEOLA FIRE & RESCUE

Monthly Report – March 2021

- 8 - runs total
  - 5 – runs in Village
  - 2 – run Farmington Township
  - 1 – run Chisago County
  - Run breakdown
    - 1 – Structure Fire-Mutual Aid Chisago County
    - 1 – Dumpster Fire
    - 2 – Alarm
    - 1 – Water Leak
    - 1 – Equipment Fire
    - 2 – Lift Assist

### UPDATES IN BOLD

- **Elections were held on 2/22/2021. Don Stark has stepped down as Chief after 14 years and will remain on department as a Firefighter. Dan Strobach has also stepped down as Captain. Newly elected members are:**
  - **Chief – Paul Elfstrom**
  - **Asst Chief – Dylan Annis**
  - **Captain – Josh Connors**
  - **Captain – Tanner Olschefske**
- Police and Fire Committee meeting was held on 2/29/2021. Some topics of discussion that will be coming through to the Village Board will be
  - Implement and define better accountability to businesses and Hangar operators for inspection availability or compliance. **Follow up was held with Ben Krumenauer on with regard to existing ordinance and statutes as initial steps forward.**
  - Look to getting monthly or bimonthly updated budget so we can better administer at the department level.
  - Discussion on putting together a better outlay of future capital expenditure. What should that look like and how to plan and manage.
  - Health and wellness as future considerations to budget
- **Adding additional air and power drops to finish hook ups to all apparatus for shore power and utility hookup.**
- Update on Firefighter training:
  - Two members of the department are currently in their Part C and Hazmat Ops. These are all required to take Firefighter I certification.
  - Three members of the department will be taking Fire Officer I practical exam on March 13 as part of the WI state certification.



- 1 member of the department is currently shadowing instructors at WITC as part of completing Fire Instructor I certification.
  - 1 member is currently taking Fire Officer I course.
- **2021 Firefighters Virtual Ball was successful, the event highlighted the department, equipment and hall as well as extend thank you to all the donors and sponsors who have generously supported the Osceola Fire Department.**

# Municipality Permits Report

2/1/2021 to 2/28/2021

## VILLAGE OF OSCEOLA

VOS21-03 165-00844-0046  
GRANDEMOORE HOMES INC | 1299539

281 GATEWAY PARKWAY

NEW SINGLE DWELLING

Total Value	Total Fees	Total Fines
\$211,060.00	\$1,254.42	

### Permit Distribution New Home=1

<b>Totals</b>		Total Permits	1	Total Value		
Admin	\$150.00	Impact		Plan Review	\$97.22	
Inspection	\$972.20	State Permit Seal	\$35.00	House Number		
Fines		Other		Total Fees	\$1,254.42	

# Municipality Permits Report

1/1/2021 to 2/28/2021

## VILLAGE OF OSCEOLA

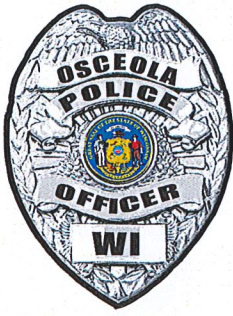
		Total Value	Total Fees	Total Fines
VOS21-01	165-00185-0000	\$1,800.00	\$120.00	
Chad Skifstad				
516 3RD AVENUE	ELECTRICAL			
VOS21-02	165-00719-0000	\$7,900.00	\$127.20	
WALSH, HOLLY				
405 RIDGE ROAD	ALTERATIONS			
VOS21-03	165-00844-0046	\$211,060.00	\$1,254.42	
GRANDEMOORE HOMES INC   1299539				
281 GATEWAY PARKWAY	NEW SINGLE DWELLING			

### Permit Distribution

Electrical=1  
Alteration=1  
New Home=1

## Totals

	Total Permits	3	Total Value	Impact	Plan Review
Admin	\$191.20		\$220,760.00		\$97.22
Inspection	\$1,178.20		\$35.00	House Number	
Fines				Other	
			<b>Total Fees</b>		\$1,501.62



## OSCEOLA POLICE DEPARTMENT

310 Chieftain Street – Lower Level

P.O. Box 217

Osceola, WI 54020

Phone: 715-294-3628 Fax: 715-294-2862

Ron Pedrvs - Chief of Police

To: Village President Jeromy Buberl and Village of Osceola Trustees

CC: Administrator Benjamin Krumenauer

From: Police Chief Ron Pedrvs

Date: Wednesday, March 3, 2021

Re: February 2021 Village Board Police Report

During February 2021, OPD Officers made 7 custodial arrests (2 felonies and 5 misdemeanors). Officers made a total of 42 traffic stops that resulted in 21 traffic citations being issued. 52 incident reports were processed in January and 473 calls for service were logged by Officers.

Some other incidents OPD Officers responded to in February included 5 citizen assists, 2 alarms, 2 domestic disturbances, 10 suspicious activities, 5 mental health calls (two of which resulted in transports to mental health facilities), 1 O.W.I (1<sup>st</sup> Offense) and 10 other agency assists. 140 business checks were also logged by Officers.

### Administration:

In February, I attended the Wisconsin Police Leadership Conference (WPLF) presented by the Wisconsin Chiefs of Police Association. This conference is put on twice annually for law enforcement leaders statewide. This was once again a good conference but this 2021 conference was definitely different than past years. Conference attendance was limited to ensure social distancing for all sessions and events. Vendor attendance was also limited.

Last week, OPD received the new squad budgeted for 2021. The squad is a 2021 Ford Interceptor SUV. The graphics will be placed on the squad Monday, March 8<sup>th</sup>. Some of the equipment for the squad is on backorder and, as soon as that equipment is received, the squad will be outfitted and completed for use by Officers. The squad being taken out of service will be sold for the Village, via public auction, online.

Administrator Krumenauer and I have been keeping up to date with the COPS Grant requirements and reporting. Anyone who is familiar with grants knows these quarterly financial and progress reports can be detailed and somewhat time consuming, but this is time well spent for the federal funds received. I will also be closing out the State of Wisconsin E-grant later this month. That will allow the Village to receive 100% reimbursement for the dictation software and the several cases of disinfectant spray OPD received. The total reimbursement amount is \$9,394.00.

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Body worn cameras (BWC) were budgeted for OPD in 2021. Initial cost estimates for BWC well exceeded budgeted amounts. After much research over the past three months (and speaking with BWC vendors in person at the WPLF Conference in February), I was able to locate a vendor that will provide high quality BWC for OPD within the budgeted amounts for 2021 and beyond. I have also been searching for state or federal BWC grants, in the hopes of offsetting this expense however, to date, there are no state or federal BWC grants offered.

Last week, OPD hired part-time Officer Jessica Daeffler. Jessica did well throughout the hiring process and she came highly recommended by others. She will be a great addition to our community and to OPD. Jessica starts her field training on Wednesday, March 10<sup>th</sup> and it is anticipated she will successfully complete her field training in mid to late June.

Thank You.

Respectfully Submitted,



Ron Pedrys – Police Chief  
Village of Osceola



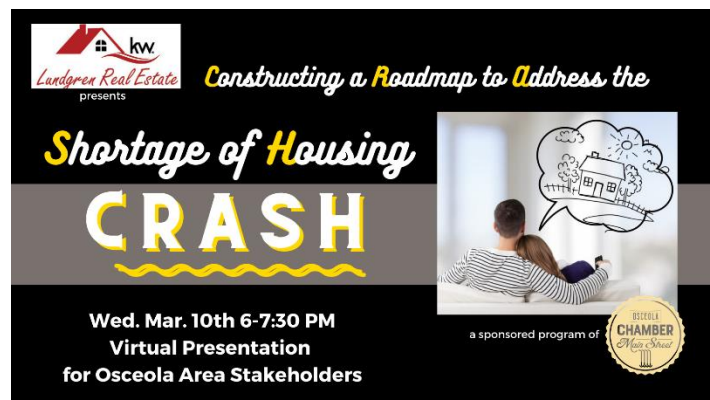
## Report from Chamber & Main Street Director for Village Board Mar. 5th, 2021

### COMMITTEE REPORTS:

1. **Ambassadors** – Regrouping and planning first Customer Service Awards.
2. **Membership** – Working on New Member packets First virtual social mixer called BLITZR reviewed and set up for April 1, 2021.
3. **Economic Vitality**- Reviewed and updating Business Toolkit:  
<https://www.myosceolachamber.org/new-businessentrepreneur-toolkit.html>- 12 pages of information for people interested in starting a business in Osceola.  
Planned Housing virtual presentation set for Mar. 10<sup>th</sup>
4. **Retail, Restaurant and Beverage Group**- Working on calendar for entire year and quarterly Ladies Night Out events.
5. **Streetscape & Grow Osceola**- no meeting in February.

**PAST EVENTS: On to a Cleaner Brighter Future-** Thur. March 4th 8-9 AM Virtual Presentation “Beyond COVID-19 and onto a Cleaner, Brighter Future!” This presentation included Xcel Energy’s bold goals to reduce carbon emissions thru renewable energy sources and electric transportation. Opportunity to schedule free, one-on-one, custom energy consults following the presentation. Extra dollars count, especially now! Large or small, any business can benefit from this program.

### UPCOMING EVENTS:



Wed. March 10th 6-7:30 PM Virtual Presentation "**Constructing a Roadmap to Addressing the Shortage of Housing**" **CRASH**- This presentation from our WI Main Street Consultant, Errin Welty is the kick-off event and is geared for Osceola area business stakeholders, planning commissions, elected officials and developers interested in creating a forward-looking strategy for housing development. This collaborative approach is intended to plan to set Osceola apart in the region as a desirable location for future housing projects.

Thur. March 11<sup>th</sup> 5 PM **Customer Service award at Bill's Ace Hardware.** We will honor Mary Howard and Brittany Jensen.

## Report from Chamber & Main Street Director for Village Board Mar. 5th, 2021

**NEW MEMBERS:** Wisconsin Indianhead Technical College-New Richmond Branch,  
United Way St Croix Valley and Mighty Clean Air Ducts.

### **DIRECTOR NOTES**

- Director participated in the St. Croix Legislative Days this year Feb 23, 24---advocating for business needs with other key leaders in the area in virtual visits with eight different legislators. See Attached program topics.
- Chamber & Main Street Board Officers elected-Lisa Erickson-President, Shawn Kammerud-Vice President, Jane Maki-Secretary, Nancy Beck- Treasurer.  
Pete Kammerud elected as new board member at last annual membership meeting.
- WI Main Street Accreditation Renewal approved on Feb 17<sup>th</sup>.
- Membership Renewals almost completed for 2021- good response. Scheduling 1:1 Community Champion visits with larger stakeholders.
- Awarded JEM grant through WI Dept. of Tourism with Minnesota Transportation Museum(train) \$39,000 -three year grant – TV advertising for Osceola as a Destination No direct \$ but will increase train ridership and visitors to Osceola Area businesses with packages and coupons called “Choo Choo Specials”.

# ST. CROIX VALLEY LEGISLATIVE DAYS

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February 23 & 24, 2021





# CONTENTS

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## COVID-19 IMPACTS—FUTURE SUPPORT

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## BROADBAND



## Overview

The St. Croix Valley is comprised of three counties: Pierce, Polk and St Croix. These counties, and their picturesque, productive and diverse communities are located directly across the border from MN and are all a simple drive from the metropolitan areas of Minneapolis and St. Paul. With a population of 180,000 and a growth rate of 6.06% since 2010 and growing, these communities are quickly developing due to the changing environment that the pandemic and civil unrest have caused in neighboring large population centers. The following topics are areas we feel our legislative body can assist us in making Wisconsin, and the St. Croix Valley, a strong and vibrant economy.

# COVID-19 IMPACTS - FUTURE SUPPORT

## SMALL BUSINESS STIMULUS 2.0

Small businesses in particular were hit very hard by the Pandemic and the economic aftermath. The Federal CARES Act and the subsequent programs that it supports were a critical life-line. Wisconsin received its allocation of Federal CARES Act funds in the spring and summer of 2020. Several programs were created by WEDC and the Department of Administration and distributed as grants to businesses negatively impacted by COVID-19. All units of local government (towns, villages, cities, and counties) received COVID aid grants, too.

### Requests:

- » Please **support ongoing grants and funding to assist small businesses**. Many continue to struggle coming out of the economic impact of the pandemic.
- » Please **support tax initiatives that help reduce financial burden** on small business and stimulate future investment.

**THE FEDERAL CARES ACT AND THE SUBSEQUENT PROGRAMS THAT IT SUPPORTS WERE A CRITICAL LIFELINE.**



## We're All In Grants from the WEDC

	BUSINESSES ASSISTED	GRANTS
Pierce County	344	\$1,430,000
Polk County	348	\$1,377,500
St. Croix County	691	\$3,065,000
<b>TOTALS:</b>	<b>1,383</b>	<b>\$5,872,500</b>

# Thank you!

...for the COVID Relief funding and grants to businesses and units of local government.



# COVID-19 IMPACTS - FUTURE SUPPORT

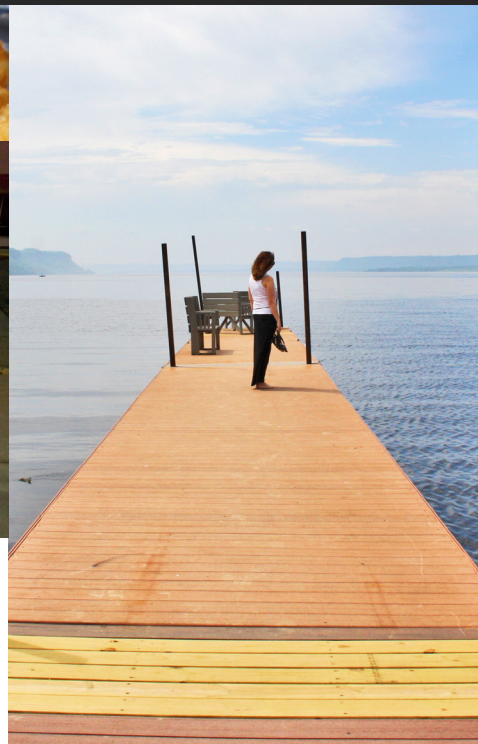
## FUNDING FOR TWIN CITIES MARKETING

The Twin Cities and surrounding metro area of Minneapolis/St. Paul are a little over an hour drive to many of the St. Croix Valley's unique destinations. Located directly across the river from the St. Croix Valley, the Twin Cities offers a large population base within easy driving distance for tourists and visitors to our area. The economic impact of attracting these potential tourists and visitors to our area is an important revenue stream both in direct sales and tax revenue.

South Dakota has been aggressively pursuing MN firms. Wisconsin has primarily been focused on marketing to the Chicago area. The St. Croix Valley has had success in having MN businesses look to Western Wisconsin for their business. Secondly, we would also like to lure residential relocations, primarily from the Twin Cities Metro area. It would be very beneficial to have the state pursue a comprehensive marketing program that addresses specific regional needs.

### Requests:

- » Please **support funding of marketing initiatives** that will allow the St. Croix Valley to reach this important demographic.



# COVID-19 IMPACTS - FUTURE SUPPORT

## TOURISM

The St. Croix Valley is one of the most diverse and beautiful destination areas of Wisconsin. Tourism, recreation and vacation traveler spending brings new dollars into communities and is a valuable source of local tax revenues.

Outdoor recreation in the St. Croix Valley pays big dividends. Outdoor Recreation drives an estimated \$7.8 billion in consumer spending in Wisconsin and directly supports approximately 93,000+/- jobs. Wisconsin is poised to further grow this important sector of the economy with the newly-created Office of Outdoor Recreation.

Off-road, multi-use trail connections between communities are increasingly important amenities which enhance a region's livability. Year-round use returns significant revenue to state and local economies. Traveler expenditures in the St. Croix Valley are significant and continue to grow.

### Visitor Spending and Tourism Related Employment

	2019 SPENDING	2018 SPENDING	% CHANGE	2019 JOBS
Pierce County	\$30.8 million	\$29.7 million	+3.56%	464
Polk County	\$95.4 million	\$91.7 million	+3.96%	1,172
St. Croix County	\$119.6 million	\$117.8 million	+1.6%	4,601
<b>Region Total</b>	<b>\$245.8 million</b>	<b>\$239.2 million</b>	<b>+2.76%</b>	<b>6,237</b>
<b>Wisconsin</b>	<b>\$13.667 billion</b>	<b>\$13.31 billion</b>	<b>+2.62%</b>	<b>202,217</b>

#### Requests:

- » Please continue to **support The Office of Outdoor Recreation** to enhance the state's outdoor economy by promoting outdoor activities and building partnerships with outdoor-related businesses.
- » Please **support additional funding for recreational trails and corridors** through WisDOT, the DNR, or other state programs.

## Thank you!

...for the TRAVEL Grant funding designation that specifically targeted the tourism organizations.





# WORKFORCE DEVELOPMENT

## WORKFORCE HOUSING

Workforce housing is a complex problem that is both a housing supply problem, as well as an affordability problem. Incomes of moderate and middle income households have essentially been stagnant for the last 10 years while housing and rent costs continue to rise. Workforce housing fills an important societal need by creating safe homes and enabling communities to attract and keep important employees. Workforce housing has outperformed the overall multifamily market for the past four years, with relatively low vacancy rates and above-average rent growth.

**WORKFORCE HOUSING FILLS AN IMPORTANT SOCIETAL NEED BY CREATING SAFE HOMES AND ENABLING COMMUNITIES TO ATTRACT AND KEEP IMPORTANT EMPLOYEES.**

### Requests:

- » **Modify the tax-exempt provision** for non-profit serving low income housing. This will provide some level of compensation to the local unit of government. Because of the loss of the tax revenues, small communities are reluctant to accept multi-family housing projects.
- » **Increase the amount of residential development permitted in a “mixed-use” TIF district** from 35% to 60% if the development exceeds 35% is used for workforce housing.
- » Expand from one year to three years the length of time a community may **extend the life of a TIF district** for the purpose of increasing the amount of workforce housing in the community.
- » **Incentivize local communities** to implement policies that encourage additional workforce housing development. Support initiatives program to attract and retain skilled employees in Wisconsin to help address local workforce needs. Public/Private partnership increase talent attraction efforts.
- » **Support Department of Administration (DOA) Housing Grants.**
- » Create a state **workforce housing tax credit administered by WHEDA** for multi-family workforce housing.
- » Create a **sales tax exemption for building equipment and supplies** used in workforce housing development to drive down housing construction costs.

# WORKFORCE DEVELOPMENT

## TRANSPORTATION, INFRASTRUCTURE AND TRANSIT

A safe and reliable transportation system is an economic driver for tourism, agriculture, commerce, and manufacturing. Even with the additional funding in the 2019-2020 budget, a substantial gap remains between transportation revenue streams and highway infrastructure needs.

St. Croix Valley residents generally lack access to a public transportation system necessary to fulfill employment, health, and essential needs of aging, underprivileged, student, and disabled populations.

Work is underway among units of local government to address public transportation and accessibility, including the recent creation of the Chippewa-St. Croix Rail Commission in January 2021.

Intergovernmental cooperation among the units of government is a good first step, leading to future planning and implementation.

### Requests:

- » Continue to **work towards a sustainable transportation funding model**. The St. Croix Valley and Wisconsin cannot support its transportation needs without the necessary levels of revenue.
- » Consider **funding and supporting rural communities** as they strive to establish a safe and reliable public transit system.
- » Support the **growth and development of electric vehicle charging infrastructure**.
- » Consider the **Carmichael Road Bridge, I-94/Carmichael interchange and the US 12, County U-West Junction WIS 65 infrastructure** priority when scheduling.
- » Consider **reinstating to the schedule the widening of Highway I-94**, which would add another lane in either direction from Exit 4 to Exit 10.

**A SUBSTANTIAL GAP  
REMAINS BETWEEN  
TRANSPORTATION  
REVENUE STREAMS  
AND HIGHWAY  
INFRASTRUCTURE  
NEEDS.**

## Thank you!

...for the scheduling/design of numerous highway transportation projects throughout the St. Croix Valley. Your continued support for the following transportation projects in the planning phase is appreciated:

- » Barron and Polk Counties – US 8 Corridor Preservation Study, WIS 35 - US 53
- » St. Croix County – I-94 Corridor Study, US 12 - WIS 65, US 63/WIS 64 Environmental Assessment Study, WIS 64 Designation and Conversion Study, 150th Street - WIS 65

# WORKFORCE DEVELOPMENT

## AFFORDABLE CHILDCARE

Wisconsin families continue to struggle to find access, affordable, and quality daycare throughout our region. Birth to 5 is the most critical time in a child's development. Over the last decade, regulated family childcare programs declined by 68%. Access issues include transportation and waitlists of over a year. In our Western Region, there are an estimated 47,000 children and only 28,000 childcare spots. The average cost of infant care is more than \$12,000 per year. The federal government defines affordable childcare as 7% of yearly income. In St. Croix County, which is one of St. Croix Valleys' higher-income areas, it would be \$5,400 per year. The majority of our high-quality rated providers are center-based, which typically costs more, leaving some families unable to afford it. The other issue is the Early Childhood Education lacks professional respect, adequate pay, benefits, and diversity. The average hourly wage of a Wisconsin Child Care worker is \$10-13 per hour.

### Requests:

- » **Support the Early Education Workforce Tax Credit** to strengthen Wisconsin's Child Care Workforce.
- » Offer **grants for start-up costs to in-home family childcare businesses** to meet the needs in the rural communities.
- » **Invest in early care and education** through the existing early care system.

**EARLY CHILDHOOD  
EDUCATION LACKS  
PROFESSIONAL  
RESPECT, ADEQUATE  
PAY, BENEFITS, AND  
DIVERSITY.**





# HIGHER EDUCATION

## UW-System

The University of Wisconsin is increasingly refining its funding priorities to more closely align with the state's most pressing needs and to reflect a renewed commitment to the Wisconsin Idea. Campuses have been deeply affected by the financial impacts of the COVID-19 pandemic. In the coming biennium, additional base operational funds will allow them to build back reserves and continue to invest in the high-quality education our students demand, while offsetting the enduring effect of the continued tuition freeze.

### Requests:

- » Please **support the UW System biennial budget request**, with a 3.5% base increase, to allow UW campuses to help confront Wisconsin's challenges. Among the initiatives in the budget request: expand and enhance online educational opportunities; support 20 county-based agriculture positions; support students' mental and behavioral health; launch the Wisconsin Tuition Promise; and increase funding for Wisconsin teachers and school leaders.
- » Please support the UW System capital budget request, in particular full construction **funding for the UW-River Falls Science and Technology Innovation Center**, the highest priority new STEM facility request in the UW System. This facility will support the talent and innovation needs of the employers in the St. Croix Valley and beyond.
- » Please **support the UW System request for modest UW employee pay increases**. Until recent years, UW employees had gone multiple biennia with no increases.

## Thank you!

...for continued support of the **Dairy Innovation Hub**, a collaborative effort of UW-Madison, UW-River Falls and UW-Platteville to support the state's dairy industry through research and dairy-related initiatives.

...for the \$2M in planning funds for the Science and Technology Innovation Center, as allocated in the 2019-21 budget.





# HIGHER EDUCATION

## Technical College Offerings

For two decades, State financial aid for Wisconsin Technical College students has lagged behind the other higher education sectors, while technical college students have nearly twice the need. An annual increase of \$11.8 million in Wisconsin grants for WTCS students will reduce their reliance on loans, allow them to take additional classes, earn their credentials quickly, and apply what they have learned by becoming employed in the local workforce.

### Requests:

- » An **increase of \$11.8 million General Program Revenue in each year of the biennium** to increase the average WTCS Wisconsin Grant award to \$1,100 and to expand the pool of eligible students to those enrolled in at least 3 credit hours.
- » **Replace the 10 semester and six year caps with a maximum credit limit of 128 hours.** This aligns with the Wisconsin GI Bill eligibility limit.
- » An **increase of \$300,000 General Program Revenue in each year of the biennium for administrative support** to the Higher Education Aids Board to make the necessary IT infrastructure updates to implement the proposed changes above.
- » At every opportunity, **endorse apprenticeship and specialized training options** to address regional workforce challenges.

## Thank you!

...for supporting additional investment in technical education in the last biennial budget. Prior to COVID-19, it was being used to expand K12 academies and partnerships in both technical college districts.

...for lending stability during COVID-19 supporting funding lapses rather than more drastic adjustments through a budget repair bill.

...for supporting transfer opportunities for technical college students via the Universal Transfer Agreement framework.





# BROADBAND

Broadband is the modern equivalent of electricity, telephone, and water/sewer services. High speed connections drive agriculture, main streets, e-commerce and learning. As more people are embracing a more rural lifestyle, broadband is a critical part of both residential and commercial economic growth in our communities. In 2020, St. Croix County was among six communities receiving technical assistance under the Broadband Connectors Pilot Program to ensure readiness for future broadband funding options.

## Requests:

- » **Support \$200 million in the 2021-2022 budget** to expand the Broadband Expansion Grant Program, as referenced in the recent State of the State Address.
- » **Expand the technical assistance support offered under the Broadband Connectors Pilot** to all rural communities that need broadband.

**BROADBAND IS A  
CRITICAL PART OF  
BOTH RESIDENTIAL  
AND COMMERCIAL  
ECONOMIC  
GROWTH IN OUR  
COMMUNITIES.**

## Thank you!

– In fiscal year 2020, over \$3.3M was awarded in State Broadband Expansion grants within the St. Croix Valley.

Pierce County	\$444,211
Polk County	\$1,114,341
St. Croix County	\$82,250
<b>TOTAL:</b>	<b>\$1,640,802</b>





# LEGISLATIVE DAYS PARTNERS



UNIVERSITY OF WISCONSIN

## River Falls





# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Board Packet  
Date: 3/5/2021  
**Re: Item 7a: Tax Increment District Policy**

---

## **GENERAL INFORMATION**

### **Background**

Long time Fire Chief Don Stark has opted to resign his position. This proactive step was taken by Stark to allow for the fire department to look towards the future. Stark has been the chief for many years and will still continue to volunteer as an operator. Per Village Code, fire department volunteers cast ballots providing guidance on who the next chief should be. Paul Elfstrom was recommended by majority for this position. In order for Elfstrom to officially take the position, an affirmation by the majority of the Village Board is required. The attached Resolution #21-02 provides a simplified mechanism of approval.

### **Relevant Code**

1. Chapter 24 Section 5-6 of the Code of the Village of Osceola

### **Action(s) Requested**

**Action 1:** Village Administrator and Fire Department Volunteers are seeking re-affirmation of Paul Elfstrom as the new Village Fire Chief.

### **Attachment(s)**

1. Resolution #21-02 Affirmation of Paul Elfstrom as Fire Chief

## **RECOMMENDATION(S)**

### **Osceola Fire Department**

On February 22, 2021: Osceola Fire Department provisionally voted in Paul Elfstrom as Fire Chief.

**RESOLUTION #21-02  
VILLAGE OF OSCEOLA  
POLK COUNTY, WISCONSIN**

**AFFIRMATION OF OSCEOLA FIRE DEPARTMENT FIRE CHIEF**

**WHEREAS**, the Village of Osceola Fire Department provides direct service to the Village of Osceola and the Township of East Farmington, and has been duly created under local and state laws; and

**WHEREAS**, the Osceola Fire Department is guided through Chapter 24 – Fire Department of the Code of the Village of Osceola and other approved procedure documents; and

**WHEREAS**, the Osceola Fire Department is staffed with paid volunteers with an approved Fire Chief, Assistant Chief, Salary Officer, Training Officer, Captains, Drivers and Firefighters; and

**WHEREAS**, annually the Osceola Fire Department conducts a vote to elect a Fire Chief, and when necessary will seek affirmation by the Village Board when a new individual has been internally elected by majority; and

**WHEREAS**, the most recent election count was completed on February 22, 2021 at a noticed department wide meeting where Paul Elfstrom with 30 years of experience was provisionally elected by majority; and

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Osceola agrees that the process was followed and affirms by majority that Paul Elfstrom is confirmed as the Fire Chief until such a time when the position is voluntarily vacated, not re-elected by majority of the Osceola Fire Department or any other applicable regulation.

Adopted this the 9th day of March, 2021.

---

Jeromy Buberl, Village President

ATTEST: I hereby certify that the foregoing Resolution was duly adopted by the Village of Osceola at a legal meeting held on the 9th day of March, 2021.

---

Frances Duncanson, Clerk



# Memo

To: Village Board Members  
From: Rick Caruso, Utilities Coordinator  
CC: Fran Duncanson  
Date: March 9, 2021  
**Re: Resolution #21-03 Expressing Support of Changes to Clean Water Fund (CWF) Intended Use Plan (IUP)**

---

## **GENERAL INFORMATION**

### **Background**

In anticipation of potential capital improvement projects at the West Central Wisconsin Biosolids Facility (WCWBF), the Biosolids Commission has asked member communities to support changes to the eligibility criteria for Clean Water Fund loans issued by the DNR. These loans are low interest and have the potential for principal forgiveness, making them advantageous for communities that seek them. Regional facilities such as the WCWBF are not currently eligible for the CWF financing or principal forgiveness, and member communities have historically financed WCWBF projects through the CWF process on behalf of the facility. The requested changes would allow regional facilities to be eligible for the subsidized loans with the potential for principal forgiveness. The attached resolution expresses the Village of Osceola's support of revisions to the criteria that determines CWF eligibility and principal forgiveness.

### **Action(s) Requested**

**Action 1:** Village is requesting a review and approval of Resolution #21-03.

### **Attachment(s)**

1. Proposed Resolution #21-03

## **RECOMMENDATION(S)**

### **Water and Sewer Committee**

On February 23, 2021: Water and Sewer Committee recommended approval 3-0 to approve the resolution.

### **Village Staff**

Village Staff recommend approval of Item 7b as stated.

**RESOLUTION #21-03  
VILLAGE OF OSCEOLA  
POLK COUNTY, WISCONSIN**

**EXPRESSING SUPPORT FOR WCWBF REQUEST FOR IUP REVISIONS**

**WHEREAS**, the Village of Osceola is a member of the West Central Wisconsin Biosolids Facility (WCWBF) Commission; and

**WHEREAS**, the WCWBF Commission has constructed and continues to maintain and operate a regional sludge treatment facility for its member and non-member communities; and

**WHEREAS**, the WCWBF Commission members intend to fund future upgrades to the WCWBF using the State of Wisconsin's Clean Water Fund Program, administered by the Department of Natural Resources (DNR) and the Department of Administration (DOA); and

**WHEREAS**, the DNR and DOA publish an Intended Use Plan (IUP) annually that establishes criteria for CWF Principal Forgiveness (PF) eligibility; and

**WHEREAS**, the WCWBF has requested the Clean Water Fund Program to expand the Regionalization PF eligibility criteria in the IUP to include existing regional facilities and regionalization projects that relate to sludge/biosolids treatment and the elimination of sludge outfalls; and

**WHEREAS**, the requested IUP changes would benefit the WCWBF member communities and encourage non-traditional regionalization projects that provide financial, managerial, and environmental benefits for Wisconsin's communities;

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Osceola supports the WCWBF Commission's request to for revisions to the Clean Water Fund Program IUP.

Adopted this the 9th day of March, 2021.

\_\_\_\_\_  
Jeromy Buberl, Village President

ATTEST: I hereby certify that the foregoing Resolution was duly adopted by the Village of Osceola at a legal meeting held on the 9th day of March, 2021.

\_\_\_\_\_  
Frances Duncanson, Clerk



# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Board Packet  
Date: 3/5/2021  
**Re: Item 7c: Millpond Learning Foundation update regarding finances and donor signage**

---

## GENERAL INFORMATION

### *Background*

Millpond Learning Foundation has requested a discussion with the Village Board regarding donor signage (individual room and overall donor wall). Presently there are several ongoing discussions with MPLF including donor signage, historical wall completion and the large outstanding balance yet to be reconciled. MPLF has agreed by email to update the Board on all of these topics. MPLF intends to complete the donor wall and signage but has provided no dialogue on the balance due. It has also come to the attention of Village Staff that MPLF intends to dissolve. Village legal council is developing a response to this and we will be taking any steps to collect the outstanding balance.

### *Attachment(s)*

1. General timeline of events pertaining to the Discovery Center/Village Hall project



## Library/Village Hall Historical Timeline

### 2014

- July 2<sup>nd</sup> Admin and Finance Committee (*Recommended Approval of the Following*)
- MOU\* with Library Board
  - MOU\* with MPLF
  - Financing Plan
- \*MOU – Memorandum of Understanding  
**(Exhibits 1a and 1b)**
- July 8<sup>th</sup> Village Board Meeting (*Approved the Following*)
- MOU with Library Board
  - MOU with MPLF (information only)
  - Financing Plan (\$75,000 for interim financing for MPLF)
  - Establish a Design Review Committee
- July 10<sup>th</sup> Mill Pond Learning Foundation (*Approved the Following*)
- MOU with Library Board
- July 16<sup>th</sup> Library Board Meeting
- MOU with Village Board (*Approved*)
  - MOU with MPLF (*Approved*)
  - Recommend member to Design Review Committee
- July 23<sup>rd</sup> Mill Pond Learning Foundation
- Recommend member to Design Review Committee
- August 6<sup>th</sup> Public Works Committee - Reviewed RFQ Process (by invitation only) for architect
- Frisbee
  - Hoffman
  - SEH
  - Cedar Corporation
- August 12<sup>th</sup> Village Board Meeting
- Initiated RFP Process
  - Appointed Design Review Committee
- September 15<sup>th</sup> RFQ's due to the Village
- September 23<sup>rd</sup> Design Review Committee reviewed RFQ submittals and made recommendation to Village Board - SEH
- September 30<sup>th</sup> Village Board Selected SEH as architect
- October 14<sup>th</sup> Village Board

- Approved architect contract
- Authorized contract for 30% design

December 11<sup>th</sup> Building Plans – 3 Story Design (**Exhibit 2**)

- Village hall was on main level at corner of Chieftain and 4<sup>th</sup> with Police Garage on lower level off of 3<sup>rd</sup> Avenue
- Senior center was on lower level
- Library was on main level and 2<sup>nd</sup> story
- Existing Fire Station remained as is

## 2015

January 7<sup>th</sup> 30% drawing and cost estimates received from architect

January 22<sup>nd</sup> MPLF informed the Library Board and Village Board, based on its pledges and other funds received, that there are or will be sufficient funds by August 1, 2015. No documentation received.

January 26<sup>th</sup> Ballot language for the referendum to finance the Village’s share of the project sent to Polk County (**Exhibit 3**)

January 28<sup>th</sup> Building Plans (**Exhibit 4**)

- Village hall was on main level at corner of Chieftain and 4<sup>th</sup> with Police Garage on lower level off of 3<sup>rd</sup> Avenue
- Senior Center was on lower level
- Library was on main level and 2<sup>nd</sup> story
- Existing fire station remained as is

April 7<sup>th</sup> Village Referendum - Passed

April 21<sup>st</sup> Building Plans – 3-Story (**Exhibit 5**)

- Village Hall was on main level at corner of Chieftain and 4<sup>th</sup> with Police Garage on lower level off of 3<sup>rd</sup> Avenue
- Senior center was on lower level
- Library was on main level and 2<sup>nd</sup> story
- Existing fire station remained as is

April 27<sup>th</sup> Design Team first meeting with S.E.H.

May 5<sup>th</sup> MPLF provides data on funds collected and pledges for inclusion in information for public hearing on CDBG Grant Submittal – (**Exhibit 6 – Project Budget**)

May 1-6 Staff designs RFP process for Construction Manager

- May 12<sup>th</sup> Village Board adopts Resolution 15-03 Authorizing submittal of CDBG application to the State for Senior Center (**Exhibit 7a and 7b**)
- Village Board approves Request for Proposals (RFP) soliciting a Construction Manager for the project.
- Public Hearing on State CDBG Grant Submittal
- Approved RFP for Construction Manager
- May 20<sup>th</sup> CDBG Grant Submitted
- June 3<sup>th</sup> RFP's for Construction Manager Due
- June 22<sup>nd</sup> Building Redesign – 2-Story (**Exhibit 8**)
- MPLF pressed for redesign putting Library on main floor – Said they could not raise funds with previous design
  - Moving City Hall to lower level
  - Eliminating 3<sup>rd</sup> floor
  - Police garage and city needs now conflict with existing fire hall
  - Delay on resolving the issue would delay construction by a year
- July 2<sup>nd</sup> 2-story Option presented to Design Review Committee (**Exhibit 9**)
- Fire Hall would have remained as-is
  - Not recommended by Committee
- July 14<sup>th</sup> Village Board
- Approved Market and Johnson as Construction Manager
- August 1<sup>st</sup> Original Date for Library/Mill Pond Learning Foundation to provide funds for Library portion of the project – **Funds not received**
- Original date Village Hall staff would have commenced planning for move into temporary offices
- August 10<sup>th</sup> CDBG Grant Award Announcement for Senior Center – Approved – Village to receive up to \$488,610
- August 11<sup>th</sup> Village Board
- Approved contract with construction manager Market and Johnson
- September 2<sup>nd</sup> Revised Date for Library/Mill Pond Learning Foundation to provide funds for Library portion of the project - **Funds not received**

## Original Dates for Building Items – Not initiated on original schedule due to MPLF Funding Shortfall

- September 8<sup>th</sup> Village Board Meeting
- Approves final building footprint
  - Authorize quotes or bids for
    - Soil correction on parking area
    - Tree Removal
    - Move or demolish 306 Kent Street
- September 15<sup>th</sup> Decision on whether to move or demolish 306 Kent Street
- September 22<sup>nd</sup> Special Village Board Meeting
- Consider quotes for:
    - Soil correction on parking area
    - Tree Removal
    - Demolition or removal of 306 Kent Street
- September 30<sup>th</sup> Village signs CDBG grant agreement with State
- October 7<sup>th</sup> Second Revised date for Library/Mill Pond Learning Foundation to provide funds for Library portion of the project. **Funds not received.**
- Oct – Dec. Original timeline for architect to work on design development  
*[This is when the project would have started incurring significant architect fees and it would be important to know that the MPLF has the funds at this time.]*
- October 13<sup>th</sup> Village Board Meeting
- Approve authorization to bid soil correction work in Southeast corner of Village Hall Block
- October 30<sup>th</sup> Soil correction, tree removal and demolition and removals completed
- November 10<sup>th</sup> Village Board Meeting
- Library/Village Hall/Discovery Center – Design/Site Layout Coordination with Fire Hall
- December 8<sup>th</sup> Village Board Meeting
- Library/Village Hall/Discovery Center – Design/Site Layout Coordination with Fire Hall



## 2016

Jan – March	Original timeline for architect to prepares plans and specs for bidding documents
January 12 <sup>th</sup>	Original date for Village Authorizing Bond Anticipation Note for up to \$2.4 Million
January 14 <sup>th</sup>	<p>Village Administration and Finance Committee</p> <ul style="list-style-type: none"><li>• Discussed Library/Village Hall/Senior Center Project and dividing project into two phases in order to start Village Hall and Senior Center portion. Elevator could be installed and HVAC sized for addition of Library later</li><li>• Kravik said that he would step down as fundraising chair if the project was in two phases and seek to return the funds already donated</li></ul>
February 8 <sup>th</sup>	Original date for Village Access to Bond Anticipation Note Proceeds and draws funds as needed
February 6 <sup>th</sup>	<p>Memo to Village Board regarding CDBG requirement that project end date be no later than August 6, 2017 (<b>Exhibit 10a</b>)</p> <p>Memo to the Village Board regarding project – (<b>Exhibit 10b</b>) - Main points:</p> <ul style="list-style-type: none"><li>• Total estimate project costs are \$7,988,697</li><li>• Includes \$200,000 for library furniture that MPLF later asked to from the budget and MPLF will fund separately, but total due from MPLF to Village remained the same</li><li>• MPLF contribution was \$4,400,000</li><li>• (\$512,308) shortfall based on projected sources and uses of funds</li><li>• Estimated shortfall in Library revenue to meet operating expenses in the new building</li></ul>
February 16 <sup>th</sup>	<p>Memo to Village on Revised Building Option (<b>Exhibit 11</b>)</p> <ul style="list-style-type: none"><li>• Reconfigure building into two parts allowing Village Hall and Senior Center to be constructed and separate wing for library</li><li>• Where two wings overlap, the elevator, mechanical, electrical and other shared space and be located</li><li>• Village could maintain CDBG schedule to complete building.</li></ul>

March 22 <sup>nd</sup>	Village requests CDBG grant extension – <b>(Exhibit 12)</b>
	Village receives CDBG grant extension – New deadline to complete building October 31, 2018
April 5 <sup>th</sup>	Original date to Advertise for Bids
April 12 <sup>th</sup>	Original date for Village Board to approve temporary offices
May 16 <sup>th</sup>	Original date to receive bids
June 14 <sup>th</sup>	Village Board Meeting <ul style="list-style-type: none"> <li>Board appoints Gary and Deb to Village Hall/Library/Mill Pond Learning Foundation Partnership Committee which is designed to share information on fund raising</li> </ul>
June 16 <sup>th</sup>	Original date for Village move to temporary Offices
June 27 <sup>th</sup>	Original date for Preconstruction Meeting
July 11 <sup>th</sup>	Original date to start Building Construction and Site Work on Building Portion of the Site, including demolition or removal of Village Hall <i>[Goal to start work by mid-year 2016 or risk CDBG Grant – Program rules specify that applicants start work within six months of award, and with this timeline we would be 10-11 months from the award.]</i>
July 12 <sup>th</sup>	Village Board Meeting <ul style="list-style-type: none"> <li>Approved MPLF preparing EDA grant for Fab Lab and Business Portion of Village Hall/Library/Discovery Center</li> </ul>
December 13 <sup>th</sup>	Village Board Meeting <ul style="list-style-type: none"> <li><u>Approved authorization to develop and agreement for up to a \$1 million bridge loan with Royal Credit Union to aid cash flow with MPLF as they raise funds. (Agreement was never prepared or executed). Village President said it would help MPLF with fundraising. (Exhibit 23)</u></li> <li><u>Village Administrator informed the Board that the action would be a liability of the Village and count against the Village’s debt limit.</u></li> </ul>
December 31 <sup>st</sup>	Third revised target date for MPLF to raise all funds. – Based on budget of March 16, 2016 - \$4,261,300 needed from MPLF for building project. <b><u>Funds not received.</u></b>

## 2017

- January 5<sup>th</sup> Special Village Board Meeting
- Discussed Library/Village Hall/Discovery Center Building options
- January 13<sup>th</sup> Special Village Board Meeting (Closed Session)
- Discussed option for locating Fab Lab in a different building. Options included Fullerton Lumber site, former bank building, vacant land in Osceola Heights.
  - Board asks for site and building layout with old fire hall removed.
- February 7<sup>th</sup> MPLF Board Meeting - At the suggestion of the Village President the MPLF Board approves withholding a portion of funds due to the Village in the amount of \$50,000 as leverage to be sure CDBG senior grant is allocated to MPLF costs. **(Exhibit 13)**
- February 23<sup>rd</sup> Special Village Board Meeting (Closed Session)
- Discussed possibility of purchasing for Fullerton Lumber Building for Fire Hall
  - Discussed removing proposed Fab lab from Library/Village Hall/Discovery Center building and locating it in its own building. Space was becoming too large for the building, needing at least 3,800 s.f. The larger the Library space grew on the second floor, the larger the lower floor housing the Village office grew, along with cost, but additional space not needed by the Village.
  - With removal of Fab Lab building footprint can be reduced. Discussion of building a facility for the long term and making it one or two to four feet bigger.
  - Build out library space immediately and not wait for full MPLF funding
  - MPLF reported \$660,000 and in-kind commitments
- March 14<sup>th</sup> Village Board Meeting (Closed Session)
- Discussed purchase of former Fullerton Lumber Building
- April 11<sup>th</sup> Village Board Meeting
- Approved lease between Village and Royal Credit Union for Temporary Office Space when new building is constructed
- April 17<sup>th</sup> Special Village Board Meeting
- Approve purchase of former Fullerton Building property for Fire Hall and Public Works Facility
  - Only this resolved the design issues created by MPLF proposed redesign from June 2015

- Approved contract with Architect – S.E.H. for design services for new fire hall
- June 13<sup>th</sup> Village Board Meeting
- Approved Resolution 17-05 Submitting EDA Public Works Application for Fab Lab
- July 11<sup>th</sup> Village Board Meeting
- Update on Library/Village Hall/Discovery Center
- August 8<sup>th</sup> Village Board Meeting - Memo to Village Board Project Update – **(Exhibit 14)**
- Costs exceed expected funding by \$416,195, \$18,510 for the Village and \$397,685 for MPLF
  - Based on MPLF financial statements of June 30, 2017 total unfunded amount from MPLF is \$1,127,977
  - Board is advised that if it enters into a construction contract and MPLF funding is not available, the Village will be obligated to pay all the construction costs
  - Taking bids on August 9<sup>th</sup> for foundation and footing package for Library/Village Hall/Senior Center
- August 9<sup>th</sup> Village accepts bids for foundation and footing package for Library/Village Hall/Discovery Center
- September 12<sup>th</sup> Village Board Meeting
- Update on Library/Village Hall/Discovery Center
  - Information on existing and projected Village debt **(Exhibit 15)**
- October 10<sup>th</sup> Village Board Meeting
- Accepted \$500,340 in grant assistance from the U.S. Department of Commerce, Economic Development Administration to Construct Osceola Fab Lab and Workforce Development Facility
- October 24<sup>th</sup> Special Village Board Meeting
- Authorized issuance of \$2.4 million in GO Promissory Notes and Issuance and sale of \$2.4 million Note Anticipation Note
  - Awarded bids for Village Hall/Library/Discovery Center
- November 14<sup>th</sup> Village Board meeting Update on Library/Village Hall/Discovery Center – Memo **(Exhibit 16)**
- Approved contract with West Central Wisconsin Regional Planning Commission for Management of EDA Grant for Fab Lab and Workforce Development Facility

December 12 <sup>th</sup>	Village Board Meeting - Update on Library/Village Hall/Senior Center
December 31 <sup>st</sup>	Estimate of MPLF Funds Available for Discovery Center - <b>(Exhibit 17a MPLF Statement of Financial Position 12/31/2017 and 17b Estimated Cash Available for the project)</b>
<b>2018</b>	
January 12 <sup>th</sup>	Email from Gary Beckmann regarding my request to MPLF for their share of the funds for the project. <b>(See Exhibit 18)</b>
January – May	MPLF provides monthly cash flow statements to the Village Board presented by Village President Gary Beckmann. <b>(Exhibit 19)</b> <ul style="list-style-type: none"> <li>• The MPLF committed to providing cash flow information to the Village Board monthly and repeatedly assured the Village that it would receive the over \$4 million pledged for the project.</li> <li>• From July onward MPLF inexplicably stopped providing the information in written form</li> </ul>
February 13 <sup>th</sup>	Village Board Meeting - Awarded final bids for Library/Village Hall/Discovery Center
March 13 <sup>th</sup>	Village Board Meeting - Public Hearing on CDBG Senior Grant  Appointed ad hoc committee to review qualifications from Architects for Osceola Fab Lab and Workforce Development Facility
April 10 <sup>th</sup>	Village Board Meeting - Selection of architect for Fab Lab and Workforce Development Facility
June 12 <sup>th</sup>	Village Board meeting - Public Hearing – Senior Center CDBG Grant
June 30 <sup>th</sup>	Per Office of MN Attorney General Website MPLF has net worth of \$189,035 <b>(Exhibit 20)</b>
July 10 <sup>th</sup>	Village Board Meeting - Approved plans and specifications and authorized bidding for sewer and water utilities for Fab Lab and Workforce Development Facility
August 14 <sup>th</sup>	Village Board Meeting - Board decides to hold on awarding bids for sewer and water utilities for Fab Lab and Workforce Development Facility
July 31 <sup>st</sup>	Construction Complete



September	MPLF Statement of Financial Position and Activities ( <b>Exhibit 21a and 21b</b> )
October 18 <sup>th</sup>	Library/Village hall/Discovery Center/Senior Center Construction Budget – ( <b>Exhibit 22</b> ) - <b>MPLF owes the Village \$1,219,262.03</b>
December 11 <sup>th</sup>	Village Board Meeting <ul style="list-style-type: none"> <li>• Village approved short-term debt borrowing that included \$783,158.24 in payments due from MPLF but not received by the Village</li> </ul>
September 11 <sup>th</sup>	Village and MPLF met to reinitiate conversation.
September 24 <sup>th</sup>	MPLF cancelled joint meeting
October 9 <sup>th</sup>	Village and MPLF met to continue resolution. MPLF asked for background on certain aspects of construction. Village complied with additional information. Village asked for clarifications with no results.
January 8 <sup>th</sup>	Village and MPLF held a joint meeting with all members. Meeting ended with an agreed upon methodology to finalize billing.
February 13 <sup>th</sup>	Administrator met with Bob Wolf (MPLF) regarding agreed upon billing methodology. Method was the rejected by MPLF in later correspondence
March 4 <sup>th</sup>	MPLF cancelled joint meeting
March 10 <sup>th</sup>	MPLF cancelled joint meeting
March 25 <sup>th</sup>	Administrator sent email shouting out for a future meeting (no response)
April 24 <sup>th</sup>	Administrator sent email again trying to set up a meeting (no response)
May 12 <sup>th</sup>	Village attorney emailed MPLF seeking an update. Response was provided stating within the next few days an answer would be provided. (no email provided as of June 6, 2020).
June 6 <sup>th</sup>	Final resolution drafted and distributed to Village Board. Included with resolution was a cost breakdown using the agreed upon methodology. A second email was put together highlighting this timeline and other attachments.



# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Files  
Date: 3/5/2021  
**Re: Item 7d: Proposed sale of Lot 2 Osceola Heights Development (165-00582-0200)**

## **ITEM DESCRIPTION:**

Last month, the Village was presented with a concept and offer to purchase a 1.62 acre Village owned development site located within the Osceola Heights Development (Lot 2: PID 165-00582-0200). The attached sale agreement and general developer agreement is the culmination of that effort.

**Sale Agreement:** Provides for the final closure of the property as well as detailing various aspects including paperwork, closing process and final sale price.

**Developer Agreement:** Provides direction and signatures for the overall development of the site (layout, building location, setbacks, etc).

Both documents state that site plan review will be completed and all appropriate committee and/or commission approvals must be done prior to pulling of building permits. Judkins LLC has reviewed to the terms of these agreements have approved. Upon Village approval, signatures will be collected.

## **ATTACHMENTS:**

1. Proposed Sale Agreement
2. Proposed Developer Agreement

## **SALE DETAILS:**

**Buyer:** Judkins LLC  
**Sale Price:** \$50,000 with \$500 earnest and all expenses covered by buyer  
**Closing:** Within 120 days of joint approval (anticipated closing on April 30, 2021)

## **RECOMMENDATION(S):**

Administrator recommends approval of item 7d.

## VACANT LAND SALE AND PURCHASE AGREEMENT

- A. This Vacant Land Sale and Purchase Agreement (this “Agreement”) is between the Village of Osceola, a Wisconsin municipality (“Seller”), and Judkins LLC, a Wisconsin based employer (“Buyer”).
- B. This Agreement is effective on the date all parties have signed it (the “Effective Date”).
- C. Seller is the owner of approximately 1.62 acres of vacant land located in Polk County, Wisconsin, as depicted on Exhibit A attached hereto (the “Property”), which parcel is recognized as Lot 2 of the Osceola Heights Development (PID 165-00582-0200). The legal description for the Property, is attached hereto as Exhibit B.

### Agreement

In consideration of the mutual agreements, covenants and warranties contained in this Agreement, Buyer and Seller agree as follows.

- 1. **Purchase and Sale.** Seller agrees to sell and Buyer agrees to buy the Property, together with all easements, privileges, rights and appurtenances pertaining to the Property, including any permanent fixtures or other improvements located on the Property.
- 2. **Purchase Price.**
  - 2.1 **Purchase Price.** The total purchase price (“Purchase Price”) for the Property is Fifty Thousand and 00/100ths Dollars (\$50,000.00). The Purchase Price shall be paid subject to the terms of this Agreement.
  - 2.2 **Earnest Money.** Earnest money in the sum of \$500.00 shall be deposited with the Title Company within five (5) days of the Effective Date.
- 3. **Contingencies.**
  - 3.1 **Seller’s Documents.** Within 10 days from the Effective Date, Seller shall deliver to Buyer:
    - 3.1.1 All surveys, maps and plats of the Property or relating to the Property that are in Seller’s possession, and
    - 3.1.2 All other environmental reports or studies relating to or affecting the Property or conducted in proximity to the Property which are in the Seller’s possession, and
    - 3.1.3 All contracts with third parties relating to the maintenance or operation of the Property which would survive closing of this transaction, and
    - 3.1.4 All leases or other term documents giving anyone other than the Seller rights of possession or use of the Property, and

**3.1.5** Any other documents reasonably requested by Buyer.

**3.2 As Is Condition.** As a material part of the consideration for this Agreement, Buyer agrees to accept the Property on an “as is” and “where is” basis, with all faults, except as noted in this Agreement. Seller makes no representations or warranties as to fitness for any particular purpose, merchantability, condition, absence of defects or faults, absence of hazardous or toxic substance, flooding, or compliance with laws and regulations and zoning, including, without limitation, those relating to health, safety, and the environment, as they may apply to the current condition of the Property or Buyer’s intended development, construction or use, or for any other purpose. Similarly, no warranty or representation is made by Seller, nor any agreement undertaken with respect to the Property. Buyer acknowledges that Buyer has entered in this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and, except as noted in this Agreement, Buyer is not now relying upon, and will not later rely upon, any representations and warranties made by Seller or anyone acting or claiming to act by, through, under or on Seller’s behalf concerning the Property, except for the specific express representations and warranties contained in this Agreement. The provisions of this paragraph shall survive indefinitely any closing or termination of this Agreement and shall not be merged into any documents executed or delivered at Closing, as defined below.

**3.3 Inspection.** Buyer may, at its sole cost, within 90 days of the Effective Date (the “Due Diligence Period”), make such inspections and/or testing of the Property as it desires. All inspections shall be done during normal business hours with at least one (1) day prior notice to Seller. No invasive testing shall be allowed without Seller’s prior consent. Seller shall be allowed to accompany Buyer or its consultant during any inspection. Buyer shall restore the Property to its prior condition upon completion of the inspections. If Buyer finds the Property in an unacceptable condition, at Buyer’s sole discretion, Buyer may terminate this Agreement prior to the end of the 90 day Due Diligence Period.

**3.4 Additional Contingencies.**

**3.4.1** Written approval of the purchase by Buyer, and

**3.4.2** Approvals of the sale by the Osceola Village Board, and

**3.4.3** Sale contingent upon successful completion of a Site Plan Review of the proposed development, and

**3.4.4** Completion of a Developer Agreement between the Village and Judkins LLC, and

**3.4.5** Detailed business plan to be provided to the Village Administration Office so as to ensure project viability, and

3.4.6 All closing expenses including realtor fees are paid for by the buyer.

#### 4. Seller's Representations and Warranties.

- 4.1 **Good Standing.** Seller is a municipality and is in good standing under the laws of the State of Wisconsin. Seller is not being sued or involved in any court action or other litigation or dispute that would affect Seller's ability to sell the Property with free and clear title.
- 4.2 **Authority to Act.** Seller is duly qualified to transact business in the State of Wisconsin and has the requisite power and authority to enter into and perform this Agreement subject to its terms and execute those closing documents to be signed by Seller. The closing documents have been, or will as of the Closing Date, be duly authorized by all necessary action on the part of Seller and have been or will be as of the Closing Date, as applicable, duly executed and delivered. The execution, delivery and performance by Seller of the documents does not conflict with or result in a violation of Seller's governing documents, or any judgment, order or decree of any court or arbiter to which Seller is a party. All documents either executed or to be executed by Seller are valid and binding obligations of Seller and are enforceable in accordance with their terms. This Agreement has been authorized by all necessary action of Seller and the party executing this Agreement on Seller's behalf has full authority to bind Seller to the terms of this Agreement.
- 4.3 **No Bankruptcy.** There is no bankruptcy or other debtor-creditor proceeding now pending or resulting in any action, order or judgment which affects the validity or terms of this Agreement.
- 4.4 **Insurability.** Seller is not aware of any condition, defect or inadequacy which if not corrected would result in the termination of, or increase in the cost of, insurance coverage except as those conditions disclosed to Buyer.
- 4.5 **Termination of Contracts.** Seller will, on or prior to the Closing, terminate any contracts or leases it has which encumber the Property except those disclosed to Buyer as surviving Closing.
- 4.6 **Compliance with Laws.** To the best of Seller's knowledge, Seller has complied with all, and is not in violation of any, applicable federal, state or local statutes, laws, ordinances, regulations, rules and/or permits governing or affecting the property or the operation of the business located on the property, including, without limitation:
- 4.6.1 Zoning or other similar laws, ordinances or regulations, and
  - 4.6.2 Environmental laws, regulations, rules or permits, and
  - 4.6.3 All relevant federal, state and local licensing laws and regulations.

#### 5. Buyer's Representations and Warranties.



- 5.1 Good Standing.** Buyer is duly formed and is in good standing under the laws of the State of Wisconsin.
- 5.2 Authority to Act.** Buyer is duly qualified to transact business in the State of Wisconsin and has the requisite power and authority to enter into and perform this Agreement and execute those closing documents to be signed by Buyer. The closing documents have been, or will as of the Closing Date, be duly authorized by all necessary action on the part of the Buyer and have been or will be as of the Closing Date, as applicable, duly executed and delivered. The execution, delivery and performance by Buyer of the documents does not conflict with or result in a violation of Buyer's governing documents, or any judgment, order or decree of any court or arbiter to which Buyer is a party. All documents either executed or to be executed by Buyer are valid and binding obligations of Buyer and are enforceable in accordance with their terms. This Agreement has been authorized by all necessary action of Buyer and the party executing this Agreement on Buyer's behalf has full authority to bind Buyer to the terms of this Agreement.

**6. Title Evidence.**

- 6.1 Commitment.** Seller shall, within 10 days of the Effective Date, obtain a commitment ("Commitment") issued by a title company acceptable to Buyer (Title Company) for an ALTA, 2006 Form B Owner's Policy of Title Insurance insuring title to the Property in the amount of the Purchase Price. Seller shall have the Commitment updated to include the correct legal description of the Property once the survey of the Property is completed.
- 6.2 Endorsements.** The Commitment shall have attached the following endorsements requested by Buyer if available: Contiguity, zoning, access, and extended coverage. Buyer acknowledges that certain endorsements may not be available if Buyer elects not to perform an ALTA survey.
- 6.3 Exception Documents.** Copies of all documents noted as exceptions to the title of the Property shall be attached to the Commitment or otherwise delivered to the Buyer and Seller concurrently with the delivery of the Commitment.
- 6.4 Survey.** Buyer may obtain at its sole cost a survey meeting the most recent ALTA/ACSM standards certified to Buyer, Title Company and Seller a copy of which shall be provided to Seller. Seller and Buyer shall also obtain any necessary survey's and certificated survey maps to create a legal description for the Property and split the Property from Seller's adjoining lands.
- 6.5 Prior Documents.** Seller shall furnish copies of all other documents in the Seller's possession affecting the Property or its title, for example, abstracts, surveys and prior title insurance policies.

- 7. Objections and Requirements of Title.** Within 15 business days after Buyer receives all of the documents specified in Paragraph 6, Buyer shall notify Seller in writing of any

objections to the form or contents of the documents or the condition of title contained in the Commitment. Buyer's failure to make any objections within that time period will constitute a waiver of objections. Any matter shown on the Commitment or Survey and not objected to by Buyer shall be a permitted exception pursuant to this Agreement. Seller may within 10 days after receipt of Buyer's objections make efforts to cure any objections prior to the expiration of the Due Diligence Period. In no event will Seller's failure to cure any objections be deemed a default under this Agreement. Once the Commitment is updated with the correct legal description of the Property, Buyer shall have an additional 15 business days to make objections to the form or contents of the documents or the condition of title contained in the Commitment.

- 8. Corrections of Title or Survey Objections.** If the objections are not cured within the Due Diligence Period, Buyer may either terminate this Agreement and receive a prompt refund of the Earnest Money, or waive the objections and continue to Closing. Nothing in this paragraph shall be deemed a waiver of any other rights or obligations of the parties.
- 9. Closing Place and Date.** The closing ("Closing") will take place at the office of the Title Company, or at another place as agreed in writing. Closing shall take place no later than 120 days following the Effective Date or such other date as agreed by the parties in writing ("Closing Date").
- 10. Seller's Closing Deliveries.** Seller shall deliver the following at Closing:
  - 10.1 Deed.** A Warranty Deed, in recordable form, conveying the Property to Buyer and a completed Wisconsin Real Estate Transfer Return.
  - 10.2 Affidavits and Certifications.** Affidavits and Certifications fully executed by the Seller as follows:
    - 10.2.1** A Seller's Affidavit indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which construction liens could be filed; and that there are no other unrecorded interests in the Property, together with any standard owner's affidavit and/or indemnity which may be required by the title company to issue the title policy and indicating that on the Closing Date all representations and warranties are true and correct, and
    - 10.2.2** A fully executed Non-Foreign Certification, substantially in the form of Exhibit 10.2.2, for Section 1445 of the Internal Revenue.
  - 10.3 Settlement Statement.** A Settlement Statement fully and completely describing the financial terms of this transaction, showing at a minimum the purchase price, the credits and proration, payments for third party services, whether from proceeds or outside Closing, and all other additions to, subtractions from or payments and receipts affecting the Closing.

**10.4 Village Board Resolution.** A Resolution by the Village Board or copies of Board minutes authorizing the transaction contemplated by this Agreement and authorizing Seller's signatory to execute all documents necessary to effectuate this transaction.

**10.5 Reasonable and Customary Documents.** All other reasonable and customary documents.

**11. Buyer's Closing Deliveries.**

**11.1 Purchase Funds.** The Purchase Price as shown in Paragraph 2 of this Agreement.

**11.2 Certification.** Certificate substantially in the form as shown on Exhibit 11.2 that the Buyer is not a designated national or blocked person shown on the "OFAC List" compiled by the U.S. Department of Treasury.

**11.3 Right of First Refusal.** In the event Developer does not complete the Minimum Improvements as shown on Exhibit 11.3 within 24 months of final property sale the Village shall have the option and right to purchase the Property for Fifty Thousand and 00/100ths Dollars (\$50,000.00) as if there was no development on the vacant lot. This shall constitute a right of first refusal held by the Village on the vacant lot, the form of which shall be commercially reasonable, executed by both parties, and recorded by the Buyer.

**11.4 Future Property Sale Clause Agreement.** It has been mutually agreed upon that the Seller has provided a substantial discount on the sale of the Property to help encourage development. As shown on Exhibit 11.4, the Buyer agrees to reimburse the Village 50% of the market valuation appreciation of the land and further agrees to record said agreement.

**11.5 Settlement Statement.** A Settlement Statement fully and completely describing the financial terms of this transaction, showing at a minimum the purchase price, the credits and prorations, payments for third party services, whether from proceeds or outside Closing, and all other additions to, subtractions from or payments and receipts affecting the Closing.

**12. Closing Adjustments.**

**12.1 Real Estate Taxes.** Seller shall pay, by credit to Buyer at Closing, all outstanding real estate taxes and special assessments on the Property, whether or not currently due and payable, which are assessed for any calendar year prior to Closing. All real estate taxes on the Property assessed for the year of Closing shall be prorated between Seller and Buyer as of the Closing Date based upon the prior year's taxes on the Property. Buyer shall receive a credit at Closing for that portion of the real estate taxes covering the period from January 1 of the year of Closing to the Closing Date. Buyer shall pay all real estate taxes on the

Property which become payable following the Closing Date. As the Property is currently owned by the Village of Osceola, it is anticipated that no proration will be required as no taxes are assessed.

- 12.2 Real Estate Transfer Fee (Tax).** Real estate transfer fees, if any, shall be paid by Buyer.
  - 12.3 Recording Costs.** Recording costs to record the sale contingencies as defined and to cure any title objections, if any, shall be paid by Buyer. All other recording costs, including the deed shall be paid by Buyer.
  - 12.4 Title Insurance Commitment.** The cost of the Commitment and premiums, including search and policy fees and fees for endorsements required to provide title in the condition called for in this Agreement, shall be paid by Seller. Cost of a Lender's Title Insurance Policy, if required, shall be paid by Buyer.
  - 12.5 Title Insurance Policy Endorsements.** The premiums for policy endorsements requested by Buyer shall be paid by Buyer.
  - 12.6 Title Insurance Gap Coverage.** The premiums due the title insurance company for extending down the date of the Commitment and the policy to the Closing Date or the date of recording the conveyance, whichever is later, shall be paid by Buyer.
  - 12.7 Survey.** The cost of the survey and certified survey map, if required, to divide the Property from Seller's adjoining land shall be split between Seller and Buyer.
  - 12.8 Title Company Closing Costs.** Closing costs shall be split between Seller and Buyer.
  - 12.9 Professional Fees.** All professional fees shall be paid by the party for whom the professional is working, unless otherwise agreed by the parties in writing.
- 13. Possession Date.** Seller shall deliver possession of the Property to Buyer on the Closing Date.
- 14. Closing Contingencies.**
- 14.1 Representations and Warranties.** The representations and warranties of Seller and Buyer contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.
  - 14.2 Title and Survey.** The title to and survey of the Property shall have been found or deemed acceptable to Buyer, or shall have been made acceptable, in accordance with the requirements and terms of this Agreement.
  - 14.3 Environmental Matters.** Buyer shall have determined that it is satisfied with the results of and matters disclosed by any environmental site assessments, soil

tests, engineering inspections, hazardous substances and environmental reviews of the Property.

15. **Removal of Personal Property.** Seller shall have removed all of Seller's personal property, except for property left with Buyer's consent.
16. **No Adverse Effects.** The Property shall not have been adversely affected in any material way as a result of release of hazardous substances or other casualty or act of God, or act of a public enemy whether or not covered by insurance on or before the Closing Date.
17. **No Litigation.** No lawsuit, zoning change, governmental investigation or other proceeding challenging the transaction contemplated in this Agreement or which might adversely affect the right of Buyer to own, develop, or use the Property after the Closing Date for Buyer's intended use, shall have been threatened or instituted, including, without limitation, any proceeding alleging that the Property is an Indian burial grounds or other burial grounds, on or before the Closing Date.
18. **Default.**
  - 18.1 **Buyer's Remedies.** If Seller defaults under this Agreement, including a failure to close the sale of the Property as required, and fails to cure such default within 10 days after receipt of written notice from Buyer, then Buyer at its sole discretion, may do any of the following:
    - 18.1.1 Terminate this Agreement by giving written notice of termination to Seller and earnest money shall be refunded to Buyer.
  - 18.2 **Seller's Remedies.** If Buyer defaults under this Agreement, including a failure to close the sale of the Property as required, and fails to cure such default within 10 days after receipt of written notice from Seller, then Seller at its sole discretion, may do any of the following:
    - 18.2.1 Terminate this Agreement by giving written notice of termination to Buyer and Seller shall receive the Earnest Money as liquidated damages. Following notice and payment, except as otherwise set forth in this Agreement, Buyer and Seller shall be released from their liabilities and obligations under this Agreement.
19. **Broker's Commission.** Each of the parties represents to the other that it has not incurred any brokerage commission or finder's fee as a result of this transaction and Buyer and Seller agree to hold the other harmless from all liabilities suffered relating to any other brokerage commission or finder's fee incurred as a result of their respective actions. The provisions of this Paragraph survive Closing or termination of this Agreement.
20. **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing, by electronic mail (email) provided sender receives confirmation of receipt or facsimile (fax) and shall be deemed to have been duly given if delivered in person to the individuals listed below; sent postage prepaid by United States certified mail, return receipt requested; sent for receipted delivery on the next business day



with a nationally-recognized express courier email or fax number (and sender shall bear the burden of proof of delivery). All notices shall be sent to the following addresses or numbers, until the addresses are changed by 30 days' notice.

**20.1 If to Seller:** Village of Osceola  
Attn: Benjamin Krumenauer, Village Administrator  
310 Chieftain Street  
P.O. Box 217  
Osceola, WI 54020  
Fax: 715-294-2210  
Email: [benjaminkrumenauer@vil.osceola.wi.us](mailto:benjaminkrumenauer@vil.osceola.wi.us)

With a copy to: Bakke Norman, S.C.  
Attn: Paul H. Mahler  
1200 Heritage Drive  
P.O. Box 308  
New Richmond, WI 54017-0308  
Fax: 815-927-0411  
Email: [pmahler@bakkenorman.com](mailto:pmahler@bakkenorman.com)

**20.2 If to Buyer:** Judkins LLC  
Attn: Kimberly & Jason Judkins  
729 Prospect Avenue  
Osceola, WI 54020  
Phone: 715-294-3915  
Email: [carebaredaycare@yahoo.com](mailto:carebaredaycare@yahoo.com)

**20.3 Date of Notice.** Notices shall be deemed given as of the date the notice is postmarked, if sent by certified mail; the date it is placed with an express courier, if sent by express courier; the date of email or fax transmission, if sent by email or fax; or on the date delivered, if personally delivered. If the last day for giving any notice or taking any action required or permitted under this Agreement would otherwise fall on a Saturday, Sunday or legal holiday, that last day shall be postponed until the next legal business day.

**21. Mutual Indemnification.** Seller will indemnify and hold Buyer harmless from all liabilities (including reasonable attorneys' fees in defending against claims) arising out of claims by third parties relating to acts or occurrences on, at or with respect to the Property which occur prior to the Closing, unless the claims relate to acts by Buyer or its agents including any acts relating to Buyer's due diligence investigation. Buyer will indemnify and hold Seller harmless from all liabilities (including reasonable attorneys' fees in defending against claims) arising out of claims by third parties relating to acts or occurrences on, at or with respect to the Property which occur on or after the Closing and any pre closing activities by Buyer on the Property unless the claims relate to acts by Seller or its agents. The provisions of this Section 21 shall survive the Closing or the termination of this Agreement and are not subject to the damage limits imposed by Section 18.

## 22. Miscellaneous.

- 22.1 Entire Agreement; Enforceability; Modification.** This Agreement, including any recitals, incorporated documents, and any attached exhibits, all of which are made a part of this Agreement, contains the entire Agreement of the parties concerning this subject matter. This Agreement should be read carefully because only those terms in writing in this Agreement are enforceable. No other terms or oral promises which are not in the Agreement may be legally enforced and no promises, projection, inducements or representations made before the date of this Agreement will change the terms of this Agreement or be binding on any party. No promises or other terms shall be implied in this Agreement. No amendment of this Agreement shall be binding unless it is in writing and signed by the party against whom enforcement is sought.
- 22.2 Survival; No Merger.** The terms of this Agreement shall survive and be enforceable after the Closing and shall not be merged in the Closing.
- 22.3 Governing Law.** This Agreement and any other documents related to its subject matter shall be interpreted and enforced in accordance with the laws of the State of Wisconsin.
- 22.4 Severability.** The invalidity or unenforceability of one provision of this Agreement will not affect the validity or enforceability of the other provisions.
- 22.5 Time of the Essence.** Time is of the essence with respect to all matters provided in this Agreement.
- 22.6 Construction.** This Agreement shall not be interpreted in favor of or against either Seller or Buyer merely because of their respective efforts in preparation. Each and every provision of this Agreement has been negotiated by each party and as such each and every provision has essentially been drafted by both parties, and any statutory or common-law presumption under which this Agreement would be construed in favor of, or against, either party is waived by each party.
- 22.7 Binding Effect.** This Agreement shall both bind and benefit the parties to this Agreement and their respective heirs, personal representatives, successors, and permitted assigns. The parties do not intend that there be any third party or other beneficiaries of this Agreement except the parties to this Agreement and their respective heirs, personal representatives, successors and permitted assigns. The covenants, agreements, conditions, terms, obligation, limitations and undertakings in this Agreement shall be construed as covenants running with the land.
- 22.8 Waivers; Consents.** A party shall not be deemed to have made a waiver, consent or approval under this Agreement unless it does so in writing, and the mere failure of a party to act to enforce any provision of this Agreement shall not be considered a waiver, consent or approval and shall not prevent that party from enforcing any provision of this Agreement in the future. Any waiver,

consent or approval under this Agreement shall apply only to the matter expressly waived, consented to or approved, and shall not be deemed to be a waiver, consent or approval of any subsequent breach or of any other provision of this Agreement.

**22.9 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy of this Agreement by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

*[Signatures appear on following page.]*

**BUYER:**

Dated: \_\_\_\_\_

Judkins LLC

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

Dated: \_\_\_\_\_

Village of Osceola, WI

Signature: \_\_\_\_\_

By: Jeromy Buberl

Its: Village President

Signature: \_\_\_\_\_

By: Frances Duncanson

Its: Village Clerk

<b>Exhibit List</b>	
Exhibit A	Aerial Depiction of the Property
Exhibit B	Legal Description of the Property
Exhibit 10.2.2	Non-Foreign Certification
Exhibit 11.2	OFAC Certificate
Exhibit 11.3	Judkins LLC Development Agreement
Exhibit 11.4	Future Property Sale Clause Agreement

# Exhibit A

## AERIAL DEPICTION OF THE PROPERTY





**Exhibit B**

**LEGAL DESCRIPTION OF THE PROPERTY**

**PARCEL IDENTIFICATION NUMBER**

165-00582-0200

**LEGAL DESCRIPTION**

LOT 2 CSM #6515 V29 P179 (833279) LOC IN PT NE SW & PT SE SW SEC 27; BEING PT OL 162 & PT OL 176 OUTLOT PLAT OF THE VILLAGE OF OSCEOLA

**DEVELOPMENT DESCRIPTION**

Lot 2 Of Osceola Heights Development

**Exhibit 10.2.2**

**CERTIFICATION**

TO: Judkins LLC.

Section 1445 of the Internal Revenue Code provides that a transferee or buyer of a U.S. real property interest must deduct and withhold tax from the amount it pays to a transferor or seller if the seller is a foreign entity. A buyer is exempt from this requirement if it receives an affidavit from the seller stating that the seller is not a foreign entity. To induce you, as buyer, to refrain from deducting and withholding the tax upon the disposition of the Property, as defined in the attached Agreement, Gary A. and Constance S. Larson ("Seller") hereby certifies to you that:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Seller's Tax Identification Number is: 39-6006338
3. Seller's address is: 310 Chieftain Street, P.O. Box 217, Osceola, WI 54020.

Seller understands that this certification may be disclosed to the Internal Revenue Service by you, and that any false statement contained in this certification could be punishable by fine, imprisonment, or both.

Under penalties of perjury, the Village of Osceola, a Wisconsin municipality, by Benjamin Krumenauer, its Village Administrator, declares: that he has examined this certification; to the best of his knowledge and belief, it is true, correct and complete.

Dated: \_\_\_\_\_ **Village of Osceola**

\_\_\_\_\_  
By: Benjamin Krumenauer  
Its: Village Administrator

**Exhibit 11.2**

**OFAC CERTIFICATION**

Judkins LLC. (“Buyer”) is not identified on the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the Office of Foreign Assets Control pursuant to any authorizing United States law, regulation or Executive Order of the President of the United States (“OFAC List”) nor is Buyer subject to trade embargo or economic sanctions pursuant to any authorizing United States law, regulation or Executive Order of the President of the United States.

**BUYER:**

Dated: \_\_\_\_\_

Judkins LLC

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit 11.3**

**JUDKINS LLC DEVELOPMENT AGREEMENT**

## Exhibit 11.4

### FUTURE PROPERTY SALE CLAUSE AGREEMENT

- A. This Future Property Sale Clause Agreement (this “Agreement”) is between the Village of Osceola, a Wisconsin municipality (“Village”), and Judkins LLC, a Wisconsin based employer (“Developer”).
- B. This Agreement is effective on the date all parties have signed it (the “Effective Date”).
- C. Village is the owner of approximately 1.62 acres of vacant land located in Polk County, Wisconsin, as depicted on Exhibit A attached hereto (the “Property”), which parcel is recognized as Lot 2 of the Osceola Heights Development (PID 165-00582-0200) and will be disposed of per already established Sale Agreement.

#### Agreement

On or around February 9<sup>th</sup>, 2021 the Board of the Village of Osceola reviewed an offer to purchase Village owned property by the Buyer. This agreement was further re-affirmed on or around March 9, 2021. To help support new growth and development the Village has elected to sell the property at a discounted rate with the understanding that at the time of future sale of said property by the Developer a portion of net land sale proceeds will be distributed to the Village. All built improvements to the Property shall not be included.

- 1. **Land Value Calculation Methodology.** The value of the Land due to the Village shall be calculated as follows:

*(Appraised Valuation of Land at Time of Sale – Initial Purchase Price) x 50% (0.50) = Sale Proceeds to be Distributed to Village.*

- 2. **Calculation Definitions.** The following definitions will be used to calculate the distribution to Village.
  - 2.1. **Appraised Valuation of Land at Time of Sale.** The appraised valuation at time of sale is derived from the current land value of the Property at a future time of sale when the Developer so chooses to dispose of the property. Unless mutually agreed upon by the Village and the Developer, an appraisal by a qualified commercial appraiser, acceptable to the Village, that separates out the Land from the value of the improvements on the land shall be used.
  - 2.2. **Initial Purchase Price.** The parties agree that the Developer’s Purchase Price for the Land as of the commencement of this Agreement is \$50,000.00.
  - 2.3. **Sale Proceeds to be Distributed to Village.** The distribution rate is 50% (0.50) of the total difference from future appraised land value less initial sale price.

3. **Calculation Tables.** The below calculation tables should be used to complete the distribution rates.

**Distribution Calculations**

Line 1	Total appraised valuation of property at time of future sale	
Line 2	Valuation of built structures at time of sale	-
Line 3	Valuation of land. This value is to be used to calculate distribution <b>(Line 1 – Line 2)</b>	=

Line 4	Initial Purchase Price (per 2021 sale/development agreement)	\$50,000.00
Line 5	Appreciated Market Value <b>(Line 3 – Line 4)</b>	=
Line 6	Village/Developer split calculation 50% (0.50)	0.50
Line 7	Net Land Proceeds to be Distributed to Village <b>(Line 5 x Line 6)</b>	=

4. **Recording of agreement.** This agreement shall be recorded as a lien against the property so as to ensure that all future commitments are met. Developer further agrees to duly notify all appropriate parties of intent to sell the property. It is further understood that this mutually beneficial agreement shall be honored by all parties.
5. **Expiration.** This agreement shall be in effect for the full life of the developer’s ownership of the property and any subsidiary of the developer or the parent company Judkins LLC. At the successful completion of this agreement and as agreed upon by all parties, the lien on the Property will be satisfied.
6. **Signatures.**

**DEVELOPER:**

Dated: \_\_\_\_\_

Judkins LLC

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**VILLAGE:**

Dated: \_\_\_\_\_

Village of Osceola, WI

Signature: \_\_\_\_\_

By: Jeromy Buberl

Its: Village President

Signature: \_\_\_\_\_

By: Frances Duncanson

Its: Village Clerk



## VILLAGE OF OSCEOLA, WI

### Judkins LLC (Carebare Daycare) Development Agreement

This Development Agreement ("Agreement") is made and entered into on the date both parties have signed this Agreement, by and between the Village of Osceola, Wisconsin (the "Village") and Judkins LLC, of Osceola, Wisconsin. ("Developer").

#### WITNESSETH THAT:

**WHEREAS**, the Village is the owner of certain unimproved land in the Village, said Property is Lot 2 of the Osceola Heights Development area (PID 165-00582-0200), and is further identified on Exhibit A ("Property"); and

**WHEREAS**, Developer intends to improve Property with a new structure, parking, landscaping, pedestrian accommodations and other site improvements so as to provide a built space for a child care facility; and

**WHEREAS**, Developer has entered into a parallel sale agreement for the purchase of the Property; and

**WHEREAS**, the Village has or will prior to commencement provide documentation of formal approval of the Sale and Developer Agreements; and

**WHEREAS**, Developer intends to complete the necessary purchase of Property and corresponding improvements outlined below within a 24-month development period commencing on the final sale of the Property; and

**WHEREAS**, The Village wishes to sell the Property to the Developer and has provided all the required documentation per sale agreement; and,

**WHEREAS**, the Developer has supplied preliminary development plans as shown in Exhibit B and will submit all required materials for final approval prior to construction; and

**WHEREAS**, this Agreement is intended to set forth the conditions and requirements for development of the Project and to ensure fulfillment thereof; and

**NOW, THEREFORE**, in consideration of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

The Developer agrees to complete the Project in accordance with the conditions, requirements, and intent as established by Exhibit B of this Agreement, and all applicable federal, state and local laws and regulations or conditions.

#### Conditions.

- 1. Development Enhancements.** The Developer has stated their intent to develop the Property with improvements including:

- 1.1. Structure.** Proposed structure is to be a stick frame or similar construction method as approved by Building Inspector. Improvements include interior design components, multiple egress points, façade improvements including approved architectural features such as hip walls or stone/brick enhancements, and a designated entrance point.
  - 1.2. Parking.** All driving surfaces are to be paved with a bituminous surface within the development window. All apron improvements within the Road right-of-way are to be made in concrete.
  - 1.3. Landscaping.** Landscaping as proposed by the Developer includes façade enhancements along the road and parking lot side of the proposed structure. Adequate turf or landscaping beds will also be planted within the improved portion of the lot.
  - 1.4. Pedestrian Accommodations.** Sidewalk will be installed along the road side of the development in a manner that is consistent with adjacent properties and with guidance from Village representatives.
  - 1.5. Utilities.** Storm, sewer and water laterals are available to the property. These services are planned on being used and all appropriate impact fees will be collected at time of building permit.
  - 1.6. Signage.** Business signage if proposed will align with all applicable local land use and zoning regulations.
- 2. Costs.** The Developer shall pay for all costs of the Project, including all normal and customary fees associated with such a construction project.
- 3. Utilities.** The Developer shall pay all costs associated with lateral sanitary sewer, storm sewer and water-main connections for the Project as necessary.
- 4. Public Infrastructure and Right of Way.** During the construction of the Project the Developer shall maintain all existing public infrastructure, utilities, and right of ways in good repair, and any blockage, closures or work done on any public infrastructure and right of ways shall be approved in advance by the Public Works Director. Developer shall repair any damage done to public infrastructure during development of the Project.
- 5. Storm Water Retention.** Regional stormwater facilities are provided to the Property via storm lateral to an adjacent Village owned stormwater detention facility (PID 165-00582-0010). It is understood that the Developer is permitted access to this facility to treat stormwater runoff from the Property. It is further understood that this regional detention facility is designed to handle an engineered storm event and further Property development may require additional onsite facilities. The Developer understands that appropriate civil engineering review should be completed to ensure adequate local or regional storm capacity is available.
- 6. Property Grading.** The Developer is responsible for all grading, and shall perform all work in such a way as to prevent erosion to surrounding property.
- 7. Erosion Control.** The Developer is responsible for providing adequate erosion control measures during construction so as to ensure adequate protection of adjacent properties and public infrastructure from storm events.
- 7. Plans and Specifications.** All plans, special provisions, proposals, specifications, and contracts for the Project shall be prepared by the Developer or its agent subject to normal and customary approvals by the Village representatives including but not limited to Village Engineer, Building Inspector, Site Plan Review Committee, Plan

Commission and Village Board and shall conform to Village design standards, technical specifications.

8. **Timeline.** Developer has agreed that Developer will complete the Project no later than 24-months after final purchase of Property. If Developer fails to complete the Project within the agreed upon timeline, ownership of the Property reverts to the Village as per approved sale agreement.
9. **Ownership of Property and Improvements.** Upon completion of the Project, Developer will own the Property in fee simple and the financial security and reversion provisions of this Agreement shall expire (and any unused financial security shall be returned to Developer).
10. **No Conveyance or Assignment.** Developer agrees not to assign or convey ownership of the Property during the construction of the Project without prior Village approval. The Village agrees to give such approval to a transfer from the Developer to an LLC or Corporation which is wholly owned by Developer or by 100% of the owners of Developer, if said LLC or Corporation will contractually obligate itself to the terms of this agreement, including this "No Conveyance or Assignment" clause. Any proposed transferee must agree to the terms of this Agreement. Any other transfer is subject to the discretion of the Village.
11. **Liability for Defects.** Neither the Village review and approval of plans and specifications nor observations during construction shall relieve the Developer or the Developer's agents, engineer or contractor(s) of responsibility for the adequacy of design, materials, and workmanship, nor of liability for any errors or omissions in design or defects in materials or workmanship, all responsibility and liability for which shall remain with the Developer and/or the Developer's engineer and/or contractor(s).
12. **Binding Effect.** The terms and provisions, hereof, shall run with the land and shall be binding upon the parties hereto and their heirs, representatives, successors, and assigns, including all future owners of all or any part of the Project.
13. **Hold Harmless.** The Developer shall defend, indemnify and hold harmless the Village of Osceola and its agents, officers, and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from this Agreement or the enforcement thereof or the construction of the Project, except as the same may arise out of or result from the negligence of the Village, its agents, officers, or employees. The Developer further specifically releases the Village of Osceola, its agents, officers, and employees from any liability in connection with the handling of any escrowed funds pursuant to the terms of this Agreement, so long as they are handled in accordance with the terms of this Agreement.
14. **Transferability.** This Agreement is not transferable without the prior written consent of the Village.
15. **Recording.** The Village may record this Agreement with the Register of Deeds, at its cost. Miscellaneous. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
16. **Governmental Immunity.** Notwithstanding any other provision in this Agreement, the Village does not waive or modify any of the Village's rights concerning limitations and immunities contained within Wisconsin statutory and common law including but not

limited to Wis. Stat. §893.80 and §345.06; such limits, caps and immunities are preserved by the municipality.

- 17. **Open Government.** The parties acknowledge that the Village is subject to open government laws such as the public records and open meetings laws, and the documents related to this transaction may be subject to release pursuant to a public records request.
- 18. **Governing Law.** This Agreement and any other documents related to its subject matter shall be interpreted and enforced in accordance with the laws of the State of Wisconsin.

**WHEREFORE**, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**DEVELOPER:**

Dated: \_\_\_\_\_ Judkins LLC

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**VILLAGE:**

Dated: \_\_\_\_\_ Village of Osceola, WI

Signature: \_\_\_\_\_

By: Jeromy Buberl  
Its: Village President

Signature: \_\_\_\_\_

By: Frances Duncanson  
Its: Village Clerk

<b>Exhibit List</b>	
Exhibit A	Legal Description of the Property
Exhibit B	Developer's Preliminary Project Plans

# Exhibit A

## LEGAL DESCRIPTION OF THE PROPERTY

**PARCEL IDENTIFICATION NUMBER:** 165-00582-0200

**LEGAL DESCRIPTION:** LOT 2 CSM #6515 V29 P179 (833279) LOC IN PT NE SW & PT SE SW SEC 27; BEING PT OL 162 & PT OL 176 OUTLOT PLAT OF THE VILLAGE OF OSCEOLA

**DEVELOPMENT DESCRIPTION:** Lot 2 Of Osceola Heights Development





Exhibit B  
Developer's Preliminary Project Plans



# Memo

To: Village Board Members  
 From: Todd Waters, Public Works Coordinator  
 CC: Fran Duncanson  
 Date: March 9, 2021  
 Re: **Approve Capital Purchase of Two Zero Turn Mowers (Boyd’s Outdoor Power: \$7,700)**

## GENERAL INFORMATION

### Background

The 2021 Capital Improvement Plan has a planned capital budget allowance of \$12,000 for the purchase of two new zero turn mowers and mower trailer. Staff have solidified three quotes from local dealerships for two new zero turn lawn mowers. Attached are copies of each mower RFQ.

BID Number	Company	Bid Quote
1	Baribeau Implement Co. Inc.	\$8,898.00
2	Boyd’s Outdoor Power	\$7,700.00
3	Tri-State Bobcat	\$8,875.00

Staff reviewed the bids and determined that Boyd’s Outdoor Power out of Dresser meets all requirements and are also the low bid. Additionally, RFQ’s are currently out to local dealerships for the mower trailer. Quotes will be reviewed and internally approved for purchase if appropriate.

CIP Number	Description	Budget
<b>CE 009</b>	<b>DPW – Mower Trailer</b>	<b>\$12,000.00</b>
	Two Zero Turn Mowers	\$15,830.00
	Trade-in/Discount	-\$8,830.00
	<b>Purchase Price</b>	<b>\$7,700.00</b>
	Trailer (not to exceed)	\$4,300.00

### Action(s) Requested

**Action 1:** At this time staff is respectfully requesting that the Village Board approve the budgeted capital expenditure for the purchase of 2 new zero turn mowers.

### Attachment(s)

1. RFQ Documentation

## RECOMMENDATION(S)

### **Village Staff**

Village Staff recommend approval of Item 7e as stated.



# Sales Quotation

2209 US Hwy 8  
St. Croix Falls, WI 54024

[www.baribeauimplement.com](http://www.baribeauimplement.com)

email: [ray.pliscott@chibardun.net](mailto:ray.pliscott@chibardun.net)

phone: 715-483-1138 ext. 15

fax: 715-483-9704

**Sales Person: Ray Pliscott**

3/3/21

Valid till 5-3-21

Name: Village of Osceola  
address: 310 Cheifain St  
Osceola, WI 54020  
Phone: 715-417-0973 ( Todd )

**2 - CUB CADET PROZ 554 L KW ZERO TURN MOWERS**

Suspension Seat

27 hp Kawasaki Engine

54" Deck

TRADE: 2 - Gravely ProTurn 52 Zero Turn Mowers  
s# 050584 / s# 050286

	\$	19,598.00
	\$	-
	\$	-
	\$	-
<b>SALE PRICE:</b>	<b>\$</b>	<b>19,598.00</b>
trade allowance	\$	10,700.00
	\$	-
<b>TOTAL SALE PRICE:</b>	<b>\$</b>	<b>8,898.00</b>

# Boyd's Outdoor Power

930 State Road 35 South  
 Dresser, WI 54009  
 Phone: (715) 294-3014 Fax: (715) 294-3958

## Invoice Estimate

**62655**

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. NO returns on electrical parts (including batteries). NO returns on special ordered items.

Bill To				Ship To			
VILLAGE OF OSCEOLA PO BOX 217 OSCEOLA, WI 54020							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
1013		040878	(715) 294-3498	(715) 417-0973	Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address			Department
TT	House Account	12/31/20	62655	TODDWATERS@MYOSCEOLA.COM			Counter Sales

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
79108200	ARIP	SEAT-SUSP, KIT	2		2	\$499.95	\$350.00	\$700.00
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
991232	GRAW	PROTURN ZX52	1		1	\$7,915.00	\$7,915.00	\$7,915.00
		SN 040262						
991232	GRAW	PROTURN ZX52	1		1	\$7,915.00	\$7,915.00	\$7,915.00
		SN 040283						
991210	USEW	PROTURN 52 - KAWI	-1		-1		\$2,832.00	(\$2,832.00)
		SN 050584						
991210	USEW	PROTURN 52 - KAWI	-1		-1		\$2,832.00	(\$2,832.00)
		SN 050286						

Description	Line	Reference	Quantity	Net Each	Amount
Misc Item		20% DISCOUNT ON NEW MOWERS	-2	\$1,583.00	(\$3,166.00)

Invoice Total	\$7,700.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$7,700.00</b>

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. NO returns on electrical parts (including batteries). NO returns on special ordered items.

Notes:



Customer acknowledges receipt thereof:





# Memo

To: Village Board Members  
From: Osceola Police Department  
CC: Fran Duncanson  
Date: March 9, 2021  
Re: **Approve Capital Purchase of 2021 Police Squad Vehicle (Ewald Automotive Group: \$36,436.00)**

---

## GENERAL INFORMATION

### Background

The 2021 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 2021 procurement process. The squad vehicle as described is a Police Interceptor SUV similar to already operational squads and will likely replace the oldest fleet vehicle. 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)	\$43,570

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.

CIP Number	Description	Budget
CE 015	Police – Squad Vehicle	\$46,000
	Squad Vehicle/Delivery	\$43,570
	Discount	-\$7,134
	<b>Purchase Price</b>	<b>\$36,436</b>
	Re-fit (not to exceed)	\$9,564

### Action(s) Requested

**Action 1:** Staff is respectfully requesting that the Village Board approve the budgeted capital expenditure for the purchase a new 2021 squad vehicle.

### Attachment(s)

1. Quote Documentation



**RECOMMENDATION(S)**

**Village Staff**

Village Staff recommend approval of Item 7f as stated.



## **Ewald Automotive Group**

Chrissy Gensch | 262-673-9400 | [chrissy.gensch@ewaldauto.com](mailto:chrissy.gensch@ewaldauto.com)

# **Osceola Police Department**

**Prepared For: Chief Ron Pedrys**

715-294-3628

[ronpedrys@vil.osceola.wi.us](mailto:ronpedrys@vil.osceola.wi.us)

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD



# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (  Complete )

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$40,630.00
Dest Charge	\$1,245.00
Total Options	\$1,695.00
<b>Subtotal</b>	<b>\$43,570.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$7,134.00)
<b>Subtotal Discount</b>	<b>(\$7,134.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$36,436.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$36,436.00</b>

### Comments:

2021 Ford Utility to the specifications as detailed. Registration fees are not included. Pricing is valid through 1/22/21, all orders must be placed before this date.

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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Data Version: 11827. Data Updated: Sep 8, 2020 11:28:00 PM PDT.



# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Standard Equipment

### Mechanical

- Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
- Transmission: 10-Speed Automatic (STD)
- 3.73 Axle Ratio (STD)
- 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
- Transmission w/Oil Cooler
- Automatic Full-Time All-Wheel
- Engine Oil Cooler
- 80-Amp/Hr 800CCA Maintenance-Free Battery
- Hybrid Electric Motor 220 Amp Alternator
- Class III Towing Equipment -inc: Hitch
- Trailer Wiring Harness
- Police/Fire
- 1670# Maximum Payload
- GVWR: 6,840 lbs (3,103 kgs)
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 19 Gal. Fuel Tank
- Dual Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Lithium Ion Traction Battery

### Exterior

- Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
- Tires: 255/60R18 AS BSW
- Steel Spare Wheel

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (  Complete )

## Exterior

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Fully Automatic Projector Beam Led Low/High Beam Headlamps

LED Brakelights

## Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

## Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column


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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (  Complete )

## Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Ford Fleet Telematics Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Interior

Trip Computer

Analog Display

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

Air Filtration

## Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## Selected Model and Options

MODEL		
CODE	MODEL	MSRP
K8A	2021 Ford Police Interceptor Utility AWD	\$40,630.00

COLORS	
CODE	DESCRIPTION
UM	Agate Black

ENGINE		
CODE	DESCRIPTION	MSRP
99C	Engine: 3.0L V6 EcoBoost -inc: (148-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon, 3.31 Axle Ratio	\$790.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00

OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00

AXLE RATIO		
CODE	DESCRIPTION	MSRP
—	3.31 Axle Ratio	Inc.

PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD ( Complete )

## SEAT TYPE

CODE	DESCRIPTION	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

## ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
76D	Underbody Deflector Plate -inc: Engine and transmission shield	\$335.00

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket	\$0.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
59B	Keyed Alike - 1284x	\$50.00

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$50.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$25.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
<b>Options Total</b>		<b>\$1,695.00</b>

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# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (  Complete )

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$40,630.00
Total Options	\$1,695.00
Vehicle Subtotal	\$42,325.00
Destination Charge	\$1,245.00
<b>Grand Total</b>	<b>\$43,570.00</b>

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# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Files  
Date: 3/5/2021  
Re: **Item 7g: ATT Agreement for Bluff Tower Antenna Lease**

## **ITEM DESCRIPTION:**

Thanks to prime locations, several cell phone providers utilize the Village's water towers as antenna hubs. This mutually beneficial agreement allows for private companies to save on tower construction and maintenance. As a tradeoff to that savings, each company provides a monthly lease payment in order to reserve a space. Presently the village has five different providers spread out over the towers (Verizon and Alltel on the CTH M Tower & ATT, Cedar Cliff and T-Mobile on the Bluff Tower).

While the driving force for the T-Mobile contract renegotiation is due to a merger with SPRINT, ATT is wholly focused on providing 5G antenna placements in the best locations. ATT feels that working with the Village, is preferred over private entities. As such, they have proposed the below rates. These rates are based off of a back-and-forth negotiation and

## **ATTACHMENTS:**

1. ATT Cell Tower Retention Offer (pre-contract parameters)

## **PROPOSED RATES:**

As per the revised ATT Cell Tower Retention Offer, the Village was presented with two different options:

### **Option 1:**

- Commencing on January 1, 2022, the rent will be \$1,400.00 per month. Everything will remain the same as it is now, until this date.
- Commencing on October 23, 2023, the rent will increase by 2% on an annual basis.
- Extension of terms. New expiration date will be October 22, 2048.

### **Option 2:**

- Commencing on January 1, 2022, the rent will be \$1,600.00 per month. Everything will remain the same as it is now, until this date.
- Commencing on October 23, 2032, the rent will increase by 2% on an annual basis. Rent will remain fixed at \$1,600.00 per month until October 23, 2032.
- Extension of terms. New expiration date will be October 22, 2048.

## **ANALYSIS**

After February, Admin & Finance Committee meeting, Village Staff were able to negotiate a higher rate than originally proposed. The original rate proposed by ATT was for \$1,200 per month. This rate constituted a nearly \$5,600 drop in annual revenues. The Village relies on these contracts to provide a steady and predictable revenue of over \$85,000 a small drop is manageable, but a larger drop combined with other provider negotiations would have required a corresponding drop in Village services. The smaller rates, though painful, are still within Village budgeting ability and is deferred until the 4<sup>th</sup> quarter in 2022. Each rate is acceptable from a funding perspective while still providing an annual escalator of 2% and contract assurance for a further 27 years.

Option 2 looks more attractive as it is a smaller immediate change in rate, but it is not the highest overall if longevity is discussed. With the 2% escalator, the monthly rate of Option A exceeds Option B before the 10-year freeze is up. The accumulated total will take longer to reach a breakeven point (2040), but it is still greater at the tail end. It is for this reason that Option A is preferred. Below is a full breakdown over the life of the contract:

Accumulated Total	Annual	\$1400 @ 2% begin 2022	Year	\$1600 hold then 2% @ 2032	Annual	Accumulated Total
\$16,800.00	\$16,800.00	\$1,400.00	2022	\$1,600.00	\$19,200.00	\$19,200.00
\$33,936.00	\$17,136.00	\$1,428.00	2023	\$1,600.00	\$19,200.00	\$38,400.00
\$51,414.72	\$17,478.72	\$1,456.56	2024	\$1,600.00	\$19,200.00	\$57,600.00
\$69,243.01	\$17,828.29	\$1,485.69	2025	\$1,600.00	\$19,200.00	\$76,800.00
\$87,427.87	\$18,184.86	\$1,515.41	2026	\$1,600.00	\$19,200.00	\$96,000.00
\$105,976.43	\$18,548.56	\$1,545.71	2027	\$1,600.00	\$19,200.00	\$115,200.00
\$124,895.96	\$18,919.53	\$1,576.63	2028	\$1,600.00	\$19,200.00	\$134,400.00
\$144,193.88	\$19,297.92	\$1,608.16	2029	\$1,600.00	\$19,200.00	\$153,600.00
\$163,877.76	\$19,683.88	\$1,640.32	2030	\$1,600.00	\$19,200.00	\$172,800.00
\$183,955.31	\$20,077.56	\$1,673.13	2031	\$1,600.00	\$19,200.00	\$192,000.00
\$204,434.42	\$20,479.11	\$1,706.59	2032	\$1,632.00	\$19,584.00	\$211,584.00
\$225,323.11	\$20,888.69	\$1,740.72	2033	\$1,664.64	\$19,975.68	\$231,559.68
\$246,629.57	\$21,306.46	\$1,775.54	2034	\$1,697.93	\$20,375.19	\$251,934.87
\$268,362.16	\$21,732.59	\$1,811.05	2035	\$1,731.89	\$20,782.70	\$272,717.57
\$290,529.40	\$22,167.24	\$1,847.27	2036	\$1,766.53	\$21,198.35	\$293,915.92
\$313,139.99	\$22,610.59	\$1,884.22	2037	\$1,801.86	\$21,622.32	\$315,538.24
\$336,202.79	\$23,062.80	\$1,921.90	2038	\$1,837.90	\$22,054.76	\$337,593.01
\$359,726.85	\$23,524.06	\$1,960.34	2039	\$1,874.66	\$22,495.86	\$360,088.87
\$383,721.38	\$23,994.54	\$1,999.54	2040	\$1,912.15	\$22,945.78	\$383,034.64
\$408,195.81	\$24,474.43	\$2,039.54	2041	\$1,950.39	\$23,404.69	\$406,439.34
\$433,159.73	\$24,963.92	\$2,080.33	2042	\$1,989.40	\$23,872.79	\$430,312.12
\$458,622.92	\$25,463.19	\$2,121.93	2043	\$2,029.19	\$24,350.24	\$454,662.37
\$484,595.38	\$25,972.46	\$2,164.37	2044	\$2,069.77	\$24,837.25	\$479,499.61
\$511,087.29	\$26,491.91	\$2,207.66	2045	\$2,111.17	\$25,333.99	\$504,833.60
\$538,109.04	\$27,021.75	\$2,251.81	2046	\$2,153.39	\$25,840.67	\$530,674.28
\$565,671.22	\$27,562.18	\$2,296.85	2047	\$2,196.46	\$26,357.49	\$557,031.76
\$593,784.64	\$28,113.42	\$2,342.79	2048	\$2,240.39	\$26,884.64	\$583,916.40

**= Break even point between Option A and Option B**

	<b>Current Rate</b>	<b>Proposed Rate (Option A)</b>	<b>Current Escalator</b>	<b>Proposed Escalator</b>
<b>Monthly</b>	\$1,679.83	\$1,400.00	3% (every year)	2% (every year)
<b>Annually</b>	\$20,158.00	\$16,800		
<b>Commencement</b>	October 23, 2022			
<b>Termination</b>	October 22, 2048			

**RECOMMENDATION(S):**

**Admin & Finance Committee**

On March 5, 2021: Admin & Finance Committee recommended approval 2-0 to approve item 7g Option A.

**Village Staff**

Administrator recommends approval of Item 7g Option A with no additional conditions.



March 2, 2021

Village of Osceola  
P.O. Box 217  
310 Chieftain Street  
Osceola, WI 54020

Re: Communications Facility located at 97 Cascade Street, Osceola, WI 54020

Contract #: 116015 / FA#: 10128834

Dear Village of Osceola,

Thank you for responding positively to the letter that was sent to you in regards to the AT&T TOSS Program. AT&T Mobility ("AT&T") has engaged MD7 to work with you to make the above-referenced site better for both parties. The conditions AT&T desires to implement in all new "go forward" leases are referenced in the bullet points below. We look forward to coming to a mutually beneficial agreement.

**Criteria for Cellular Site Retention:**

**Option A:**

AT&T will need the following to secure a longer-term lease with you:

- **\$1,400.00** per month, commencing **October 23, 2022**
- **2%** rent increase every year, commencing **October 23, 2023**
- Extension of Lease through **October 22, 2048**
- Lease provisions as listed below in order of vitality for AT&T

**Or**

**Option B:**

- **\$1,600.00** per month, commencing **October 23, 2022**
- **2%** rent increase every year, commencing **October 23, 2032**
- Rent will remain fixed at \$1,600.00 per month until October 23, 2032
- Extension of Lease through **October 22, 2048**
- Lease provisions as listed below in order of vitality for AT&T



In order to maintain its long-term flexibility, AT&T will also require many of the following lease provisions to address future technological and network changes:

- Expansion of Permitted Use

“Tenant, its personnel, invitees, contractors, agents, subTenants, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights may available to it under law and equity, including the right to cure Landlord’s default and to deduct the costs of such cure from any monies due to Landlord from Tenant.”

- Right of First Refusal

“Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this paragraph, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this paragraph. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this paragraph with respect to any future proposed conveyances as described herein.”

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to March 9, 2021. Please keep in mind that AT&T's discussion process has a deadline of 90 days from your initial response. If satisfactory terms and conditions are not agreed upon through a signed amendment within this 90 day period, this will trigger AT&T's review of alternate locations.

Thank you for your consideration.

Sincerely,

**MD7** James Rodriguez

*Lease Consultant*

**d:** (858) 926-3890

**a:** 10590 West Ocean Air Drive, Suite 300  
San Diego, CA 92130

**e:** jarodriguez@md7.com

**Authorized Agent for AT&T Mobility**

cc: Gregory D. Ohmer

*Director-Network Planning, AT&T Mobility*





# Memo

To: Village Board  
 From: Benjamin Krumenauer, Administrator  
 CC: Files  
 Date: 3/5/2021  
 Re: **Item 7h: T-Mobile Agreement for Bluff Tower Antenna Lease**

## ITEM DESCRIPTION:

Thanks to prime locations, several cell phone providers utilize the Village’s water towers as antenna hubs. This mutually beneficial agreement allows for private companies to save on tower construction and maintenance. As a tradeoff to that savings, each company provides a monthly lease payment in order to reserve a space. Presently the village has five different providers spread out over the towers (Verizon and Alltel on the CTH M Tower & ATT, Cedar Cliff and T-Mobile on the Bluff Tower).

During the February and March Admin & Finance Committee meetings, specific details were presented, and it was felt that T-Mobile’s rate was less than what the Village would be willing to receive for Bluff Tower space. As such Village Staff entered into negotiations. T-Mobile has provided a revised rate proposal below. Unfortunately, this rate is still less than what the Village is receiving monthly. This is the best rate Village Staff could receive. A detailed rate review is described below.

## ATTACHMENTS:

1. T-Mobile Cell Tower Retention Agreement

## PROPOSED RATES:

	Current Rate	Proposed Rate	Current Escalator	Proposed Escalator
Monthly	\$1,311.75	\$1,100.00	10% (every five years)	2% (every year)
Annually	\$15,741.00	\$13,200.00		

	10% escalator (every five years)	2% escalator (every year)
Rate after year 5	\$1,210.00	\$1,214.49
Rate after year 10	\$1,331.00	\$1,340.90
Rate after year 20	\$1,610.51	\$1,634.55

## **ANALYSIS**

While the Village would like to see a rate that is always higher than the previous contract, the threat of losing the overall contract is always something to factor in. After a thorough negotiation, the Village was presented a final rate of \$1,100 per month with a 2% annual rate escalator. This was T-Mobile's final rate. This rate is within acceptable tolerances. Additionally, the Village was able to extend the current rate through 2021 instead of an immediate rate adjustment at time of signature.

This contract as proposed will remain in place until both parties elect to terminate or until a new rate negotiation is initiated. It is considered a first amendment to the original site agreement. The proposed T-Mobile Lease contract is attached to this memo and provides a more detailed listing of all parameters. I have made several minor corrections to the agreement (listed in red). These corrections have been agreed upon and are not substantive in nature.

## **RECOMMENDATION(S):**

### **Admin & Finance Committee**

On March 5, 2021: Admin & Finance Committee recommended approval 2-0 to approve item 7h.

### **Village Staff**

Administrator recommends approval of Item 7h with no additional conditions.

## **FIRST AMENDMENT TO SITE AGREEMENT**

This First Amendment to Site Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Village of Osceola, a Wisconsin municipal corporation, ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Site Agreement dated February 22, 2000, including all amendments to Site Agreement (collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at State Highway 35, Osceola, WI 54020 and also locally known as the Bluff Tower site (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. The Lease is in full force and effect and neither Landlord nor Tenant is in breach under the terms of the Lease.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for Four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided that Tenant may elect not to renew by providing Landlord thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. Starting on January 1, 2022, (the "**Revised Rent Date**"), Tenant shall pay Landlord One thousand one hundred and 00/100 Dollars (\$1,100.00) per month ("**Rent**")<sup>(1)</sup>, partial calendar months will be prorated in advance, by the fifth (5th) day of each calendar month. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.
4. Rent shall be adjusted annually on the anniversary of the Revised Rent Date by an amount equal to two percent (2%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.
5. Tenant and its employees and agents will have 24/7 access to the Premises at no additional charge.
6. Landlord consents to allow Tenant to complete upgrades and additions of new equipment on the Premises for no additional consideration, in compliance with required permits.
7. Tenant may transmit and receive on any frequencies permitted by law.
8. Notwithstanding anything to the contrary in the Lease, Tenant may terminate the Lease without further liability, with a termination fee of three (3) months' current Rent

("Termination Fee") Any prepaid Rent for any time period after the termination date shall be refunded to Tenant within thirty (30) days of termination.

9. Landlord shall be responsible for maintaining all portions of the Property in good order and condition, including without limitation, plumbing, elevators, the roof and support structure, landscaping and common areas, as applicable.
10. Tenant shall have the right to enlarge the footprint of the Premises, to the extent practicable, so that Tenant may implement any necessary upgrades and additions ("**Additional Premises**"), for an increased monthly Rent of Five Dollars (\$5) per square foot. Addition of coaxial cables, raceways, conduits and other ancillary equipment shall not require increased Rent or additional fees.
11. Tenant shall have the right to assign, or otherwise transfer the Lease, upon Tenant's delivery to Landlord of written notice of any assignment or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the assignee, or transferee for performance under the Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate. Tenant shall have the right to sublease the Lease without the need for Landlord consent.
12. Tenant reserves the right to update the description of the Premises to reflect any modifications or changes, from time to time during the Term of the Lease. Exhibit B is attached and shall become a part of the Lease.
13. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance / A1N0413A

If to Landlord:

Village of Osceola  
PO Box 217  
310 Chieftain Street  
Osceola, WI 54020  
Attn: Mayor's Office Administration

14. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.

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15. Landlord will execute a Memorandum of Agreement at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.
16. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Landlord.
17. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
18. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.
19. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
20. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

**LANDLORD:**

**Village of Osceola, a Wisconsin municipal corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

**T-Mobile Central LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
T-Mobile Contract Attorney, as to form





# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 3/5/2021  
Re: Item 7i: Proposed Ordinance Amendment Chapter 74. Animals, Article I. Dogs-Second Read

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Last year when we issued kennel licenses it was discussed we amend our ordinances to reflect kennel licenses would not be required for three dogs. The proposed language changes reflect this by striking three or more dogs to more than three dogs; a license would then not be required unless the owner had four or more dogs. This change would put us in line with what is common in our area.

In addition language has been struck that would require applicants to get approve of neighbors.

## Chapter 74. Animals

[HISTORY: Adopted by the Village Board of the Village of Osceola as indicated in article histories. Amendments noted where applicable.]

### GENERAL REFERENCES

Nuisances — See Ch. 160.

Peace and good order — See Ch. 168.

## Article I. Dogs

[Adopted 8-10-1993 by Ord. No. 7-93 as Sec. 10.07 of the 1993 Code]

### § 74-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

#### AT LARGE

To be off the premises of the owner and not under the control of the owner or a member of his or her immediate family over 12 years of age, either by leash or otherwise.

#### OWNER

Includes any person owning, harboring or keeping a dog in this village. The occupant of any premises on which a dog remains or to which it customarily returns daily for a period of 10 days is presumed to be harboring or keeping the dog.

### § 74-2. License required; kennel license; fees.

[Amended 1-12-1999 by Ord. No. 99-01]

- A. No person shall own, harbor or keep any dog more than five months of age without complying with the provisions required under §§ 174.05 to 174.09, Wis. Stats. The annual license fee payable to the Village Treasurer shall be set by resolution of the Village Board from time to time. In addition to the license fee, any person who keeps more than ~~two~~ **three** dogs shall obtain a kennel license at an annual fee to be set by resolution of the Village Board from time to time.<sup>[1]</sup>

[1] *Editor's Note: See Ch. A222, Fees and Salaries.*

- B. Private dog kennel license.

[Added 2-13-2007 by Ord. No. 07-11]

- (1) Any premises with ~~three or more~~ **more than three** dogs over the age of five months is required to have a private dog kennel license issued by the Village Board. The temporary boarding of additional licensed dogs for up to 30 days shall not require a private dog kennel license, provided that the boarding is not for commercial purposes. ~~A private dog kennel license shall not be issued unless the application for such license is accompanied by the written approval thereof by the occupants of all privately owned real estate abutting the premises on which such kennel is to~~

~~be located or unless the applicant's kennel is 300 feet or more from any adjacent owner's property line. Approval of abutting property owners is necessary only for the initial licensing.~~

- (2) In circumstances requiring a private dog kennel license under this subsection, no dogs may be kept on the premises until the private dog kennel license is issued and the fee is paid.
- (3) The annual license fee for a private dog kennel shall be set by resolution of the Village Board.
- (4) Where a kennel would otherwise be a private kennel, but the licensee breeds and sells pups, then the kennel must comply with all regulations of a commercial kennel, including obtaining a zoning permit for said use and payment of licensing fees.
- (5) Where the licensee is not the owner of the premises, the owner of the premises shall be subject to the rules and regulations of this article pertaining to permitted number of dogs and all other health, welfare and safety regulations pertaining to dogs or enacted for the general welfare of the public. No license shall be issued to a non-owner licensee unless the owner of the premises acknowledges in writing he/she is subject to the provisions of this article.

### § 74-3. Restrictions on the keeping of dogs; dangerous dogs.

[Amended 2-13-2007 by Ord. No. 07-10; 11-13-2007 by Ord. No. 07-23]

A. No person shall own, harbor, or keep any dog which:

- (1) Is at large within the limits of the Village.
- (2) Habitually pursues any vehicle upon any public street, alley or highway.
- (3) Molests or defiles or destroys any property, excepting that of the owner or custodian.
- (4) Assaults or attacks any person or molests or annoys any person when that person is off the property of the owner or custodian of such animal.
- (5) Habitually barks or howls to the annoyance of any two or more persons.
- (6) Does not carry the tag as provided by § 74-5.
- (7) Is a dangerous dog contrary to this section.

(a) Definitions. "Dangerous dog," as used in this section, means:

- [1] Any dog which approaches or chases any human being or domestic animal in a menacing fashion or apparent attitude of attack, without provocation, on public or private property;
- [2] Any dog which bites, inflicts injury, attacks, or otherwise endangers the safety of human beings or domestic animals, without provocation, on public or private property;  
or
- [3] Any dog owned, harbored, or trained primarily or in part for fighting.

B. Impoundment. Any dog impounded by the Health Officer or Police Department for violation of this article may, upon establishment to the satisfaction of the court of the vicious character of said animal by testimony under oath, be euthanized at the direction of the Police Chief. If the court does not issue an order authorizing the humane destruction of the animal, it may be reclaimed from the impounding authority upon payment of all impoundment fees and kept in the Village upon proof to the court's satisfaction of compliance with Subsection C.



C. Restrictions. The owner of any animal determined by the Municipal Court to have violated any provision of Subsection **A(7)** of this section, shall be subject to all of the following restrictions:

- (1) Registration. The owner of any dangerous animal shall register it with the Village Clerk upon disposition, and annually thereafter on or before January 31 of each year, by providing a current color photograph of the animal and payment of a registration fee of \$75. Said fee may be modified by resolution of the Village Board. Upon payment of the fee, the owner shall be issued a dangerous animal leather buckled collar of an approved color for the purpose of identification.
- (2) Liability insurance. At the time of registration, the owner of any dangerous animal shall provide proof of liability insurance in the amount of at least \$250,000 for any acts of property damage or liability incurred by virtue of injury inflicted by such animal. Such insurance shall name the Village as coinsured solely for the purpose of notice of cancellation of the policy.
- (3) Display of standard sign. The owner of any dangerous animal shall display a standard sign approved by the Village on his or her premises facing out from all sides of the premises warning that there is a dangerous animal on the property. This sign should be visible and capable of being read from a public highway or thoroughfare or within 20 feet of its placement. In addition, the owner shall conspicuously display a standard sign and a symbol warning children of the presence of a dangerous animal.
- (4) Identification. Before release to the owner, the impounding authority or licensed veterinarian shall implant a device that can be later detected to aid in the proper identification of the animal as dangerous.
- (5) Collar. The collar issued to the owner shall be worn by the animal at all times as proof of registration, except when being groomed. If, when due to the length of the animal's hair, the collar is not visible, an approved colored leather lead may be used.
- (6) Duty to keep animal under restraint while on owner's property. While on the owner's property, a dangerous animal must be securely and humanely confined indoors or in a secure enclosed and locked pen or structure, suitable to prevent the entry of young children, and designed to prevent the animal from escaping. Such pen or structure must have a minimum dimension of five feet by 10 feet and must have secure sides and a secure top. If it has no bottom secured to the sides, the sides must be imbedded into the ground no less than two feet. The enclosure must also provide protection from the elements for the animal.
- (7) Duty to keep animal under restraint while off owner's property. A dangerous animal may be off the owner's premises if it is muzzled and restrained by an approved leather lead not exceeding three feet in length and is under control of an adult, able-bodied person. The muzzle must be made in a manner that will not cause injury or pain to the animal or interfere with its vision or respiration, but must prevent it from biting any person or animal.

D. Penalties for violations.

- (1) An owner of a dangerous animal who fails to register the animal is subject to a forfeiture of not less than \$100 nor more than \$250 per day.
- (2) An owner of a dangerous animal who registers but neglects to have the dangerous animal collar worn by the animal at all times, obtain liability insurance, display the standard sign, or properly restrain the animal is subject to a forfeiture of not less than \$25 nor more than \$250 per day.
- (3) Except as otherwise provided, any person who shall violate any provision of this article or any order, rule or regulation made hereunder shall be subject to a penalty as provided in § 1-19 of this Code.

- (4) Every day that a violation of this section continues shall be deemed a separate offense. In addition to the foregoing penalties, any person who violates this section shall pay all expenses including shelter, food, handling, veterinary care, and expert testimony fees necessitated by enforcement of this section.
- (5) Exemptions. The provisions of this section regarding dangerous animals shall not apply to animals owned by law enforcement agencies and used for law enforcement purposes.

E. Severability. If any provision of this section is adjudged invalid by any court of competent jurisdiction, such judgment shall not affect or impair the validity of the remainder of this section.

## § 74-4. Annual vaccination required.

[Amended 1-12-1999 by Ord. No. 99-01]

Every dog owner shall have such dog inoculated with an antirabies vaccine by a veterinarian during the months of August and September of each year. Proof of current vaccination shall be provided to the Clerk at time of licensing.

## § 74-5. Certificate and tag.

The Village Clerk shall prepare certificates in triplicate form for distribution to licensed veterinarians. The certificate shall contain provisions for inserting information, including the name and address of the owner of the dog, date of vaccination, number of rabies tag, breed, age, color and sex of dog and such other information as may be required. The veterinarian shall furnish a rabies tag of durable material which shall be attached to the collar or harness of the dog as evidence of such inoculation, and such tag shall be numbered and shall contain the year of issuance.<sup>[1]</sup>

[1] *Editor's Note: Original Sec. 10.07(6), Duty of veterinarian, which immediately followed this section, was deleted 1-12-1999 by Ord. No. 99-01.*

## § 74-6. Impounding or destroying dogs.

[Amended 1-12-1999 by Ord. No. 99-01]

Any person may impound a dog found in violation of § 74-3 and any police officer may kill any dog which habitually pursues any vehicle upon any street, alley or highway of the Village or which assaults or attacks any person. The possession of any dog so impounded or seized may be obtained by paying the Treasurer of the Village a fee as set by resolution of the Village Board from time to time.<sup>[1]</sup> After such dog has been so impounded for seven days, it shall be destroyed under the direction of a police officer or Health Officer of the Village. Notice of impounding shall be given by the person or officer in possession of the dog within 24 hours of the impounding to the owner of the dog, if known.

[1] *Editor's Note: See Ch. A222, Fees and Salaries.*

## § 74-7. Reports to Clerk.

Any person, police officer or Health Officer who shall kill or impound any dog shall make a report to the Village Clerk stating when and under what conditions he or she seized or impounded such dog and the owner's name, if known.

## § 74-8. Hobby kennels.

[Added 2-13-2007 by Ord. No. 07-11<sup>[1]</sup>



- A. Definition. A hobby kennel is defined as a kennel limited to the keeping of three or more than three dogs, provided the dogs are owned by the licensed kennel owner and shall specifically exclude the breeding or boarding of any dogs. The temporary boarding of additional licensed dogs for up to 30 days shall not be considered a hobby kennel, provided that the boarding is not for commercial purposes.
- B. All buildings and structures for a hobby kennel shall comply with the setback requirement for the zoning district.
- C. Every owner or operator of a hobby kennel shall:
- (1) Ensure that each dog shall have space for adequate exercise either within the kennel or adjacent thereto:
  - (2) Provide a shelter for each dog that provides sufficient space therein for the dog to stand and lie in comfort.
  - (3) Ensure the provision of natural light and ventilation.
  - (4) Ensure that all buildings and structures be constructed to prevent the escape of any dogs being kept.
  - (5) Not accept any dog for any other person for the purpose of boarding, breeding, harboring, training, or keeping for any purpose.

[1] *Editor's Note: This ordinance also renumbered former § 74-8 as § 74-9.*

## § 74-9. Violations and penalties.

Except as otherwise provided, any person who shall violate any provision of this article or any order, rule or regulation made hereunder shall be subject to a penalty as provided in § 1-19 of this Code.

## Article II. Animals in Public Buildings

[Adopted 7-10-2007 by Ord. No. 07-16]

### § 74-10. Intent.

This policy is adopted to maintain an environment in municipal buildings and offices conducive to the needs of the users and workers. Animal fears or phobias, allergies (which can result even after the animal is no longer present), and the difficulty keeping animals under control can create situations counter to the safety or comfort of employees and the public. All employees and users of municipal buildings should be able to use these buildings without those concerns.

### § 74-11. Specific provisions.

- A. Animals are prohibited in municipal buildings in the Village of Osceola, with the exception of guide dogs or other service animals accompanying individuals with disabilities and especially trained and educated for that purpose.
- B. The Village Board may grant exceptions for specific events. On occasions where the Board may grant an exception, the animals must be under the control (leashed or crated) of the owner. The animals must be licensed, and have evidence of state-required vaccinations as applicable.

## **§ 74-12. Violations and penalties.**

**Except as otherwise provided, any person who shall violate any provision of this article or any order, rule, or regulation made hereunder shall be subject to a penalty as provided in § 1-19 of this Code.**





# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Board Packet  
Date: 3/5/2021  
**Re: Item 7j: Map of Survey Various Parcels (Village of Osceola Initiative)**

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## **GENERAL INFORMATION**

### **Background**

This item pertains to the creation of new parcels and corresponding legal descriptions from 2 existing parcels. The Village owns property comprising the bulk of Eagle Point Park and Cascade Falls Park. These parcels are unique as they have multiple physical locations with the same parcel ID number and legal description. This practice though legal is not in the best interest of the Village as it is prohibiting the creation of TID #3. A simple Map of Survey has been completed that provides new legal descriptions for the parcels and subsequently places the properties back into legal compliance.

This Map of Survey is required in order to have WisDOR certify Tax Increment District #3. The attached Plan Commission memo provides additional context.

### **Action(s) Requested**

**Action 1:** Village Staff is requesting approval of the attached Map of Survey in order to finish certification of Tax Increment District #3.

### **Attachment(s)**

1. March 2, 2021 Planning Commission Staff Report
2. Proposed Map of Survey
3. TID #2 and TID #3 Overlay Map

## **RECOMMENDATION(S)**

### **Planning Commission**

On March 2, 2021: Plan Commission recommended approval 7-0 to approve the proposed Map of Survey.

### **Administrator**

Administrator recommends approval of Item 7j with no additional conditions.



# Memo

To: Planning Commission  
From: Benjamin Krumenauer, Administrator  
CC: Files  
Date: 2/26/2021  
**Re: Item 4b: Map of Survey Re-labelling Village Owned Parcels**

## **ITEM DESCRIPTION:**

This item pertains to a proposed Map of Survey officially splitting two parcels into four new parcels. A formal Map of Survey was required in order to develop new legal descriptions required by Polk County. This request is internally developed and will allow for final certification of Tax Increment District #3.

## **GENERAL INFORMATION**

**Petitioner:** Village of Osceola  
310 Chieftain Street Osceola, WI 54020

**Owner:** Village of Osceola  
310 Chieftain Street Osceola, WI 54020

**Survey Firm:** NorthLand Surveying, Inc  
PO Box 152 Amery, WI 54001

## **Action(s) Requested**

**Action 1:** Petitioner is requesting approval of a Map of Survey as detailed below and outlined on the attached documentation.

## **Applicable Provisions**

1. Chapter 218: Subdivision of Land and Stormwater Management within the Village of Osceola Municipal Code

## **Attachments**

1. Proposed Map of Survey
2. TID #2 and #3 Overlay Map

## **BACKGROUND**

### **Property Location and Type**

The subject properties total 23.9 acres in area and are improved parkland. Proposed parcel A constitutes the bulk of Cascade Falls and trails, while proposed parcels B, C and D constitute improved park space to the south of HWY-243. The properties continue to be used within planned land use maps. All parcels are owned by the Village of Osceola and are located wholly within Village limits.

<i>Description</i>	<i>Current Area (approx.)</i>	<i>Proposed Parcel #</i>	<i>Proposed Area (approx.)</i>	<i>TID District</i>
165-00528-0000 (A&C)	5.95 acres			
165-00569-0000 (B&D)	17.95 acres			
		165-00528-0100 (A)	4.28 acres	#3
		165-00569-0100 (B)	17.15 acres	#3
		165-00528-0000 (C)	1.67 acres	#2
		165-00569-0000 (D)	0.80 acres	#2

**Subject Site**

<i>Existing Land Use (all parcels)</i>	<i>Zoning (all parcels)</i>
Improved Park Space	Conservation District
<i>Historical Designation</i>	<i>Building</i>
Local Downtown Historic District	None

**Adjacent Land Use and Zoning**

<i>Existing Land Uses</i>		<i>Zoning</i>
<b>North</b>	Commercial/Parking	B-1 General Commercial District
<b>East</b>	Commercial/Public Park	B-1 General Commercial District
<b>South</b>	Public Park/Municipal Garage/Utility	I-2 General Industrial District
<b>West</b>	St. Croix River/Residential	R-U Urban Residential District

**Comprehensive Plan**

<i>Land Use Recommendation</i>	<i>Use Category</i>
Current Land Use	Park
Future Land Use	Park

**ANALYSIS**

As part of the ongoing TID #3 development, Wisconsin Department of Revenue provides one final review and certification. Wis DOR identified one anomaly. It was discovered that the legal description for existing TID #2 does not align with the actual parcel information. This was not known on the Village side and presented a bit of a challenge to overcome. It was determined that the easiest fix for this issue is to remove the parcels that were not listed within the legal description recognized by WisDOR.

The proposed Map of Survey does just that. By defining proposed parcels A & B with new descriptions and identifiers, the Village will be able to place them in the already provisionally approved TID #3. The remaining parcels (C & D) will continue to hold the current ID number and remain within TID #2. Because of Village Code (Chapter 218), any subdivision of land where new parcels are created requires Planning and Board review. The Village could have also completed a

Certified Survey Map, but the cost of doing one is more than the Map of Survey. As only the legal descriptions are changing, and the area is already well defined, a CSM would have been redundant. Village Staff, legal counsel, Polk County Staff and WisDOR all sat at the table and feel that this Map of Survey substantially fits the intent of the area as well as all legal requirements.

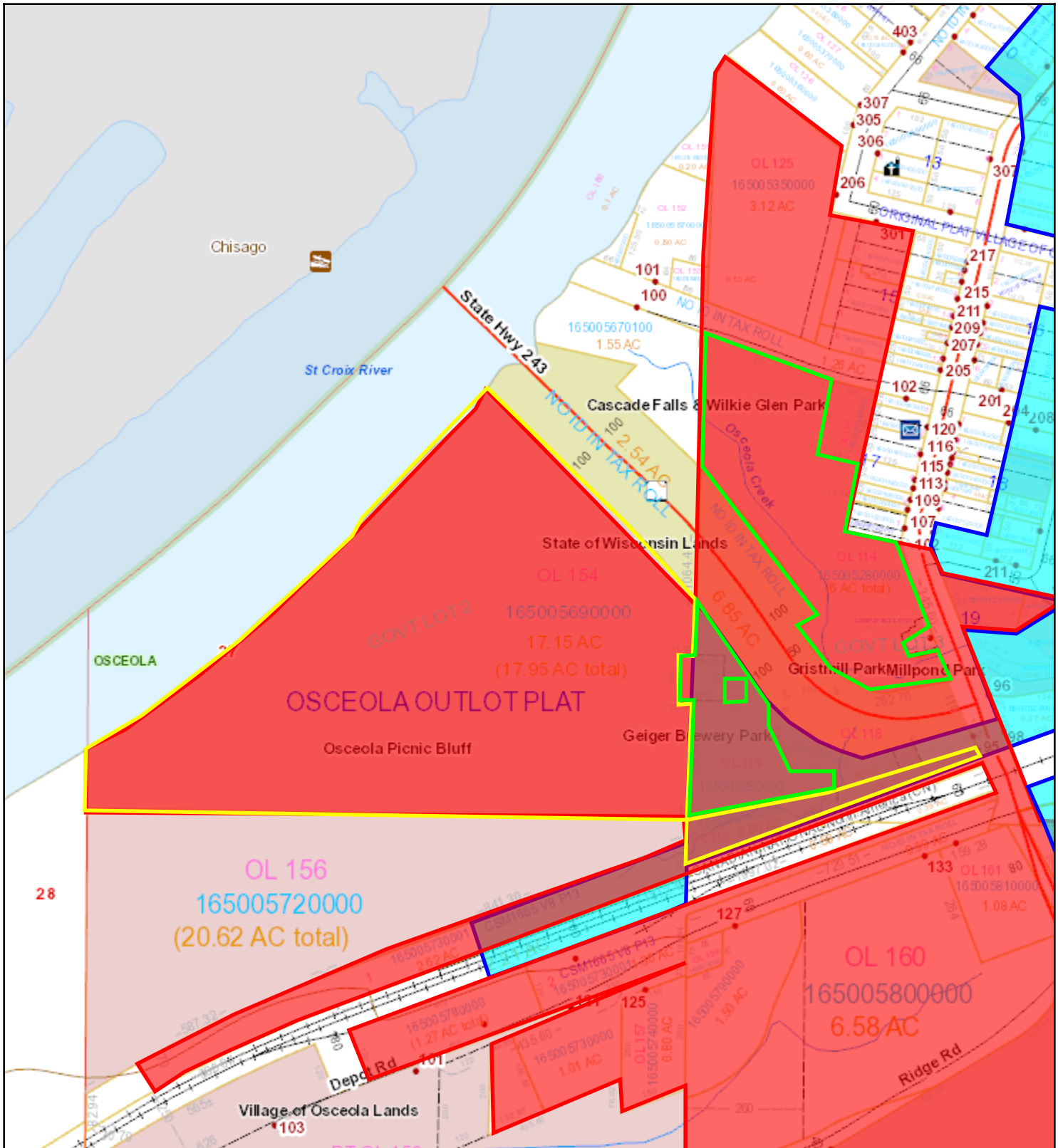
**RECOMMENDATION(s)**

Administrator recommends approval of Item 4b as proposed.











# Memo

To: Admin & Finance Committee  
From: Benjamin Krumenauer, Administrator  
CC: Files  
Date: 3/3/2021  
**Re: Item 5c: Tax Increment District Policy**

## **ITEM DESCRIPTION:**

With the creation of Tax Increment District No. Three wrapping up, it is important for the Village of Osceola to stay ahead of potential development proposals and financing requests. The Village has successfully managed two other districts over the years and has used a variety of review methods. The proposed policy is meant to be an update to other review practices and is geared towards the management of all future TIDs. The proposed policy provides a frame for:

1. The creation of new TIDs
2. The management of TIDs
3. The potential project scope and project funding with TIDs
4. Developer requirements and obligations when requesting funding through a TID

## **ATTACHMENTS:**

1. Final DRAFT TID Policy

## **RECOMMENDATION(S):**

1. Administrator recommends approval of Item 5c as proposed.



## **Village of Osceola, WI Tax Increment Financing Policy**

### **POLICY STATEMENT**

The Village of Osceola intends to encourage and promote the retention, expansion, and attraction of businesses; and to remediate conditions that impair the development or redevelopment of properties within our community, thus providing greater employment opportunities and broadening the Village's tax and economic base.

One of the tools available to the Village to execute this initiative is Tax Increment Financing (TIF). Wisconsin Statutes Chapter 66.1105 provides the authority for the Village to create Tax Incremental Financing Districts (TID's). The intent of these laws is to support the elimination of blight, rehabilitate or conserve areas of focus, and promote industrial or mixed-use development. The creation of a TID may only occur after review by the Plan Commission, adoption of a resolution by the Village Board, and approval by a Joint Review Board (JRB) comprised of representatives from the overlying taxing jurisdictions. In their approval, the JRB must make a positive assertion that, in its judgment, the development would not occur without the creation of the TID. This whole process coincides with public hearings and promotion of a TID Project Plan.

The Village has been and will continue to be deliberate in its use of tax increment financing and use this tool to accomplish the development and redevelopment goals of the community. All proposed uses of tax increment financing will be evaluated against the standards established in this policy and state law. Nothing in this policy prevents the Village Board from authorizing the use of tax increment financing when, in its sole judgment, such use is in the public's interest and consistent with Wisconsin Statutes.

### **REASON FOR POLICY**

1. Use Tax Increment Financing (TIF) responsibly as a tool to encourage new development and redevelopment consistent with the Comprehensive Plan.
2. Provide a range of development incentives, when necessary, to attract new development, retain local employers, stimulate their expansion and facilitate the redevelopment and revitalization of the downtown and other older areas.
3. Provide both existing and new businesses with a consistent set of guidelines for the Village's approach to incentive programs.
4. Maximize the effectiveness of the Village's limited resources in stimulating new development and redevelopment projects, which creates additional employment opportunities and expands the tax base.
5. Monitor the performance of active TID's to ensure their financial success.

## **IMPLEMENTATION**

1. The Village Administrator, in conjunction with designated staff, shall be responsible for implementing this Tax Increment Financing policy.
  - a. As development projects arise, the Village Administrator, or designated agent, shall have the authority to negotiate the types and level of development incentives needed in accordance with the provisions of this policy.
  - b. The Village Administrator shall regularly inform the Village Board and appropriate Village Committees/Commissions of the progress of negotiations.
2. The Village Board with Committee/Commission guidance shall have the final authority to review and approve all negotiated agreements.

## **DEFINITIONS**

1. "Greenfield Development" means development that occurs on land that has not previously been developed where there is no need to demolish or rebuild any existing structures.
2. "Redevelopment" means development that occurs on land where development previously occurred. May involve the adaptive reuse of existing structures or the demolition of existing structures followed by some form of re-use, including new construction.
3. "Target Area" means an area identified as an area for development or redevelopment. Targeted areas for development and targeted areas for redevelopment are approved by the Village Board.
4. "Redevelopment Area" means an area, project area, blighted area, or similar defined geographic region created in accordance with Wisconsin Statutes §§ 66.1301, 66.1331, 66.1333, or similar redevelopment laws as amended or added.

## **TAX INCREMENT DISTRICT CREATION**

Tax Incremental Districts (TIDs) will be created to further the development and redevelopment goals of the Village. The Village will be proactive in creating TIDs to stimulate and facilitate these efforts. The creation of new TIDs will be guided by the following principles:

1. TIDs will be created to further the development and redevelopment goals of the Village.
2. TIDs may be created with a focus on economic development.
3. The size and form of a TID should be focused on the size only needed to accomplish a specific set of goals.
4. When requested by a developer, adequate need must be proven prior to creation.

5. The creation of all TID's must follow and meet the requirements contained in Wisconsin Statutes § 66.1105.

### **TID LIMITS**

Wisconsin Statutes limit the equalized value of taxable property located in TID's to 12% of the total equalized value of taxable property in the Village. In addition, Wisconsin Statutes limit the total debt of a Village to 5% of equalized value. Any TID creation by the Village must be reviewed in conjunction with the overall financial position of the Village.

### **ELIGIBLE PROJECT COSTS**

Wisconsin Statutes § 66.11 05(2)(f) identify and define project costs that may be paid through the use of Tax Increment Financing. All such project costs may in the proper circumstance benefit the public and further the general welfare of the residents and taxpayers of the Village. However, as guidance to the Village in lawfully exercising its discretionary powers these eligible costs will be placed into the following categories:

1. Public Improvements of General Public Use.
2. Public Improvements of Development Specific Use.
3. Grants to Owners, Lessees, or Developers.

### **MAXIMUM AMOUNT OF ASSISTANCE**

It is the policy of the Village to provide no more than the minimum assistance necessary to make a project financially feasible. Each and every project will be evaluated to determine compliance with this policy. The Village will promote the use of a "Pay Go" option in order to ensure adequate protection of Village tax payers. The Pay Go option focuses on the reimbursement of funds to a developer for qualified and agreed upon developments and projects instead of the Village fronting the initial development cost of projects. This promotion of a Pay Go option does not prohibit the use of other development incentives. Instead, the Pay Go option should be first reviewed and only if Board approves should another option be further explored.

### **REQUESTS FOR DEVELOPMENT ASSISTANCE**

All requests for development assistance must be submitted in writing to the Village. Staff generally will consider the following before forwarding a recommendation to the Village Board:

1. Estimated total project costs
2. Estimated assessed value of project
3. Impact on local workforce development and employment opportunities

4. Amount of requested assistance
5. Statement of Sources and Uses for construction phase of project
6. 3-5 year operating pro-forma for project
7. Plan view of proposed project

### **FINANCIAL DUE DILIGENCE**

The Village may require some, or all, of the following:

1. Owner/Developer/Tenant financial statements (as applicable)
2. Confirmation of private financing
3. Any subrogation requirements

### **DEVELOPMENT AGREEMENT**

Any entity receiving financial assistance will be required to enter into a Development Agreement with the Village. The Village Board must approve all Development Agreements. Development agreements must contain, at a minimum:

1. Guarantee of Assessed Value
2. Guarantee of annual property tax payment
3. Maintenance of taxable status of PILOT agreement for greater of useful life of TID, period of assistance, or 20 years.
4. Security (e.g. mortgage on project, personal guarantees, or other collateral)

This Tax Increment Financing Policy is intended to provide the Village with a set of guidelines and procedures to direct the development and financial components of a Tax Increment District. All funding within the TID should be critically assessed and permitted only if the direct benefits of the development promote the continued health and well being of the Village of Osceola.

Recommended for adoption by the Admin & Finance Committee of the Village of Osceola on **Month, Date, Year**

Adopted by the Village of Osceola Board of Trustees on **Month, Date, Year**



# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 3/5/2021  
Re: Item 8a: Beverage Server Operator License

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The Village has accepted the below applications for Beverage Server Operator Licenses:

- i. Sharon Wettschreck-PYs

## **RECOMMENDATION**

Background checks have been completed by the Osceola Police Department and educational requirements satisfied. Village staff recommends approval of the above license request(s) with no additional conditions.





# Serving Alcohol

is proud to present this certificate to

**Shanon Wettschreck**

for successful completion of the online course

## Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- \* CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- \* OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- \* RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- \* DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- \* ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.



Verify online at  
[servingalcohol.com](http://servingalcohol.com)

Verification Code  
Adnf9RK9OG

Date Issued  
Feb 6th, 2021

**VALID FOR 2 YEARS**

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: Shanon Wettschreck

Certification Date: Feb 6th, 2021

Certificate Code: Adnf9RK9OG

Verify Online: [servingalcohol.com](http://servingalcohol.com)

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

**SERVING ALCOHOL INC**

**VALID FOR 2 YEARS**

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>



MINNESOTA

DRIVER'S LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



1 WETTSCHRECK  
2 SHANON LYN  
3 21918 MARTIN LAKE RD NE  
4 STACY, MN 55079-9379

4d DL [REDACTED] 4a ISS [REDACTED]  
3 DOB [REDACTED] 4b EXP [REDACTED]

9 CLASS D 9a END M  
12 RESTR NONE

Donor

15 SEX F 17 WG [REDACTED]  
16 HGT [REDACTED] 18 EYES HAZ

*Shanon Lyn Wettschreck*

5 DD 000000001920310

08/22/76



# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010111**

Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>	Beat <b>NONR</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
	Attempt <input type="checkbox"/>	Occurred	Date	Time
	<input type="checkbox"/>	On or From	<b>02/10/2021</b>	<b>09:15</b>
	<input type="checkbox"/>	To	<b>02/10/2021</b>	<b>Wed</b>
	<input type="checkbox"/>	Reported	<b>02/10/2021</b>	<b>09:15</b>
				<b>Wed</b>

Location of Incident **310 CHIEFTAIN ST, OSCEOLA, WI**

Cross Street \_\_\_\_\_ County \_\_\_\_\_

Dispo "V" = Victim "RP" = Reporting Party "W" = Witness "S" = Suspect "O" = Other

<b>O</b>	Last, First, Middle (Firm if Business) <b>WETTSCHECK, SHANON LYN</b>	Race <b>W</b>	Sex <b>F</b>	Age [REDACTED]	HT [REDACTED]	WT [REDACTED]	Hair	Eyes <b>HAZ</b>	Home Phone <b>(651) -</b>
Address <b>21918 MARTIN LAKE RD NE</b>		DOB [REDACTED]		DL Number [REDACTED]		State <b>MN</b>		Work Phone <b>(715)</b>	
City, State, Zip Code <b>STACY MN 55079</b>		SSN		Local ID #		State #		FBI #	
								Cell Phone [REDACTED]	

<b>O</b>	Last, First, Middle (Firm if Business) <b>PY'S, BAR</b>	Race	Sex	Age <b>0</b>	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-3314</b>
Address <b>109 N CASCADE (BOX 733) ST</b>		DOB <b>//</b>		DL Number <b>SALOON &amp; GRILL</b>		State <b>WI</b>		Work Phone <b>(715)</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN		Local ID #		State # <b>LIQUOR.LI</b>		FBI #	
								Cell Phone <b>0</b>	

	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address		DOB		DL Number		State		Work Phone	
City, State, Zip Code		SSN		Local ID #		State #		FBI #	
								Cell Phone	

	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address		DOB		DL Number		State		Work Phone	
City, State, Zip Code		SSN		Local ID #		State #		FBI #	
								Cell Phone	

Synopsis **Shanon Wettschreck applied for an Operator's License for PY's Bar. No WI or MN criminal histories were found. License recommended by Chief Pedrys.**

S O L V A B I L I T Y	Continuation Attached <input type="checkbox"/>	Property List Attached <input type="checkbox"/>	Property Damage \$
	UCR <b>9999</b>	Press Release <input type="checkbox"/>	Domestic Violence Case <input type="checkbox"/>
	Gang Related <b>N</b>	Hate Crime <input type="checkbox"/>	Victim Senior Citizen <input type="checkbox"/>
	Pursuit <input type="checkbox"/>	Force Used <input type="checkbox"/>	Child Abuse <input type="checkbox"/>
		County Code	Disposition <b>CLSD</b>
			Connecting Case #
	Report Complete/Ready for Review <input checked="" type="checkbox"/>		CAD/CFS Event #

Assigned To \_\_\_\_\_ Date \_\_\_\_\_

Officer ID <b>Assistant J. Giller</b> <b>J</b>	Reviewed By	Approved	Date
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## **WATER AND SEWER COMMITTEE**

**The Village of Osceola Water and Sewer Committee met via teleconference on Tuesday November 24, 2020 at 9:00 a.m.**

**Present:** Bruce Gilliland, Brad Lutz, Joel West

**Absent:** None

**Also Present:** Rick Caruso,

**1) Call to Order**

Meeting was called to order at 9:00am by Bruce Gilliland

**2) Approval of the agenda**

Motion by West, second by Lutz. (Vote Yes-3, No-0)

**3) Approval of the November 4<sup>th</sup> 2020 meeting minutes**

Motion by West, Second by Lutz. (Vote Yes-3, No-0)

**4) Discussion and possible action on Outdoor Use Meter Policy**

Caruso stated that there are 30-40 temporary plumbed meters on the exterior of homes that are removed by customers for winter. This increases labor as they need to be manually entered into our billing software when they are removed for the season. Additionally, the new meters and reading equipment are sensitive and are not meant to be repeatedly removed and installed. The current policy provides the customer a 5 year time period to return the meter and is not in line with Wisconsin State PSC code due to the a discontinuance of service that the current policy causes. Caruso stated he has confirmed with the PSC that these meters can be returned to the utility upon sale of the home or transfer of service to another customer. West suggested an escrow of \$250 to be refunded upon returning the meter. Caruso stated we needed to proceed carefully on charges because generally they need to be approved and filed with the PSC. After some discussion regarding the PSC code it was decided to attach the cost of replacing the meter of \$125 to the final bill to cover the cost of the meter in the event it was not returned and would be refunded upon receipt of the meter. Motion by West, Second by Lutz to forward the policy to the full board with the addition of \$125 refundable fee to section 13 of the outdoor use meter policy. (Vote Yes-3 No-0)

**5) Discussion and possible action on removal of plastic pipe from Standard Specification**

Caruso stated during developer paid projects such a contractor must follow our Standard Specification. Plastic pipe is unable to be thawed if it freezes, requires an additional bury depth, can be lost if the tracer wire breaks, and overall can increase costs of the utility. Caruso stated when the Village installs water main they exclusively use ductile iron pipe for these reasons

therefore we should not allow plastic pipe in other installations. Motion by Lutz Second by West to forward the recommendation to the full board for approval. (Vote Yes-3, No-0)

**6) Discussion and possible action on 2020 budget projections**

2020 Budget projections: Caruso stated the provided budget projections are more in line with the current fiscal year than as previously presented. No Action taken.

**7) Any other appropriate items to discuss**

No other items were discussed

**8) Adjourn**

Bruce Gilliland adjourned the meeting at 9:21am

Submitted by Rick Caruso, Utilities Coordinator



**Library Board of Trustees**  
**Minutes of Regular Meeting January, 2021**

**Trustees Present:** Betsy Kremser, Stephen Bjork, Jeromy Buberl, Michele Merritt, Amber Krumenauer, Kaitlyn Carlson, Jessica Buberl

**Trustees Absent:** none

**Also present:** Library Director Shelby Friendshuh

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

Motion to approve the agenda by Kremser. Second by Merritt. Motion carried unanimously .

A motion to approve the **Minutes for the December 2020 regular meeting** by Jeromy Buberl. Seconded by Jessica Buberl. Carried unanimously.

**Citizens' Comments** - Ben Krumenaur shared with Friendshuh and Buberl that the sale of the former library building is closing soon and will require the signature of the library board. The board will approve this as an action item at the next February meeting or a special meeting if necessary.

**Director's report-** Friendshuh shared that this month was her masters completion. Her next step is to get her librarian certification. Another virtual Badger Talk is scheduled to offer virtual events. The library's drive up service continues to be well-received. Friendshuh also shared some year-end statistics regarding library usage and highlights of the year.

**Monthly financials-** Tentative final numbers will be shared next month, however the official report will be after the annual audit. Jeromy Buberl made a motion to approve the monthly financial results, second by Kremser. Carried 7-0.

**Audit and Approved Bills-** motion to pay the bills by Kremser, second by Merritt. Carried 7-0

**Trustees Chapter 6-** Friendshuh shared highlights from the Trustees handbook of chapter 6. This chapter is regarding evaluating the director. It is normal for a special committee to take on this task. It may include input from library employees in an organized fashion as well as a self evaluation related to the job description.





**Library Board of Trustees**  
**Minutes of Regular Meeting January, 2021**

**Reference Services Policy-** Shelby updated and modified a few things to the policy. Motion to approve the policy by Kremser and second by Jeromy Buberl. Carried 7-0

**COVID-19 Internal Response Plan:** Friendshuh shared an outline of 4 phases of opening based on the local trends of the virus activity.

Motion to go to closed session pursuant to Wisconsin Statute s. 19.85 (1)(c) for the purpose of considering employment, promotion, compensation, for performance evaluation date of any public employee over which the governmental body has jurisdiction or exercises responsibility by Kremser, second by Krumenauer. Carried 7-0

- a. closed session began at 6:29pm
- b. Return to open session at 7:21pm

Buberl made a motion to approve the review and second by Kremser. Carried 7-0. Bjork presented the option to have the personnel committee share the review in person with Friendshuh on Friday evening.

Next regularly scheduled meeting will be February 11th at 5:30 pm virtually

Meeting adjourned at 7:24pm

Respectfully submitted by,

Kaitlyn Carlson  
Library Board Secretary

**PLANNING COMMISSION  
OF THE VILLAGE OF OSCEOLA**

**Summary of Proceedings**

**February 2, 2021**

Pursuant to due call and notice the Planning Commission met on Tuesday February 2, 2021 via video conference

Present: Buberl, Rose, Tomforhde, Chantelois

Absent: Bents, O’Connell, Bullard

Also in attendance: Krumenauer, Tyler Norenberg

Call the Meeting to Order - Buberl called the meeting to order at 7:01 pm.

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

Vote: Yes – 4, No – 0. Motion Carried.

Approval of the Minutes - Motion by Tomforhde and seconded Rose by to approve the December 1, 2020 meeting minutes.

Vote: Yes –4, No –0. Motion Carried.

Krumenauer welcomed Tyler Norenberg to the meeting. Krumenauer stated that Norenberg is interested in becoming more active in the community and is looking to fill a future Planning Commission opening.

Discussion and Possible Action re:

Certified Survey Map for 102/108 Chieftain Street (former library site) – Krumenauer outlined the CSM including proposed property lines and site specifics. The site includes a new property line between lot 1 and lot 2 that is on the north building line of the former library. The primary reason for this tight line is to allow for the planned expansion of the Hauge Dental building. It was recommended that the CSM be recorded only after the final sale of the library is set.

Being no additional questions or comments, Chantelois made a motion with a second by Tomforhde to recommend approval of the certified survey map as proposed with the following conditions:

- a. Final recording of the CSM be completed at time of sale and is filed only upon successful completion.

(Vote: Yes – 4, No – 0. Motion Carried)

2021 Planning Commission priority project – Buberl presented the item and asked for input on 2021 Planning Commission focused projects. He went on to explain the importance of an active Commission and that we all desire to support more planning efforts instead of just approving developments. Suggestions for 2021 projects include: more comprehensive housing inventory mapping and analysis, Comprehensive Outdoor Recreation Plan update, or industrial park cutsheets. Norenberg said that he is part of the trails committee and would be willing to help support the CORP update. Buberl thanked the Commission and said that he will work with Krumenauer on a few of these.

Any other appropriate items to discuss – Buberl thanked Norenberg for is interest in Village Planning. He also updated the Commission on the planned 2025 highway 243 bridge project.

Adjourn - Buberl adjourned the meeting at 7:22 pm

Respectfully submitted: Benjamin Krumenauer, Village Administrator

**VILLAGE OF OSCEOLA**  
**ADMINISTRATION & FINANCE COMMITTEE PROCEEDINGS**  
**February 8, 2021**

The Village of Osceola Administration & Finance Committee met remotely on February 8, 2021. Chair Deb Rose called the meeting to order at 2:01 p.m.

Present: Rose and Bruce Gilliland

Excused: Bob Schmidt

Staff present: Benjamin Krumenauer and Frances Duncanson

Motion by Gilliland and seconded by Rose to approve the agenda

Ayes-2                      Nays-0

**Public Forum**-there were no members of the public present

**Discussion and possible action re:**

Motion by Gilliland and seconded by Rose to approve the Minutes of the December 4, 2020 meeting

Ayes-2                      Nays-0

**Business Items: Discussion and possible action re:**

Village Comprehensive Financial Plan (General Consulting Services Agreement)

As is common in Villages of our size from time to time we need to rely on outside experts to provide more complex financial guidance. In the past we have partnered with Baird. There is potential financing and sales issues related to the new TIF District that may need additional guidance. A financial plan for the Village is beneficial to call back on for potential debt service and capital needs and how it aligns with what we want to do. Revenue from property sales in the District have to stay in the District. Gilliland is happy to see this come before them and go forward. It is a good idea, and the costs are nominal. Rose agrees as it would free up some staff time and add another level of legitimacy and transparency. Gilliland stated it adds an objective third-party opinion.

Motion by Gilliland and seconded by Rose to recommend to the Village Board to approve the general consulting services agreement with Baird.

Ayes-2                      Nays-0

Bluff water tower antenna lease agreements (ATT & T-Mobile)

Krumenauer stated no action is needed and this was for discussion only. Both AT&T and T-Mobile subcontractors recently contacted the Village to negotiate contract renewals. AT&T is talking \$1,200 with a 2% riser and T-Mobile \$1,100 with 1% riser. We would like to see the \$1,200-\$1,700 range. If we say no, the contracts stay as is. They can research to see if we are still viable or consider going somewhere else. Their priorities are coverage to capacity by focus on data rather than phone calls. Rose asks if Ben compared what other communities are getting, Krumenauer responded it is in the \$1,600 to \$2,000 range. Rose and Gilliland were comfortable with Krumenauer negotiating.

Tax increment funding policy development

Krumenauer opened the discussion by stating we don't have any real policy for anyone who wants financial incentives from the Village. There was a recent meeting with Baird staff to ask what we should look for. The Village put together a document we can hand out to people looking for an incentive, asking them for required documents, business performas, why do you need this, where does it come from, why should we give you tax dollars, and we would supply information on the Village TIF district, properties available, infrastructure and Village services. It could include a review process and ranking without hamstringing us or locking in a percentage of benefit in writing. Gilliland liked the idea of standardized framework without being locked down and Rose agreed. The consensus was to work with Baird and then get the Board involved. Krumenauer will continue to refine and develop a policy.

Any other business as permitted by law None.

Chair Rose adjourned the meeting at 2:45 p.m.

Respectfully submitted by

Frances Duncanson, MMC-WCPC  
Village Clerk

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 2/06/2021 From Account:  
 Thru: 3/04/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
61708	2/08/2021	BOSS EQUIPMENT CORPORATION	3,500.00
61709	2/11/2021	BILL'S ACE HARDWARE	194.81
61710	2/11/2021	CASEY C BRENNAN GOESSL	1,708.37
61711	2/11/2021	CENTURYLINK	1,499.54
61712	2/11/2021	CINTAS	700.35
61713	2/11/2021	H & L MESABI	767.42
61714	2/11/2021	HAWKINS INC	11,055.10
61715	2/11/2021	JOSEPH VANBOXEL	146.21
61716	2/11/2021	KWIK TRIP	1,487.57
61717	2/11/2021	MACQUEEN EQUIPMENT INC.	388.99
61718	2/11/2021	MISSISSIPPI WELDERS SUPPLY CO., INC.	32.88
61719	2/11/2021	OSCEOLA AEROSPORT, LLC	2,242.09
61720	2/11/2021	RYAN KENNY	146.21
61721	2/11/2021	SHRED-IT USA	111.80
61722	2/11/2021	THE HOME DEPOT PRO	120.36
61723	2/11/2021	THE OSCEOLA SUN	105.00
61724	2/11/2021	WE ENERGIES	4,000.20
61725	2/11/2021	XCEL ENERGY	12,499.36
61726	2/12/2021	ANDREW BACH	356.12
61727	2/12/2021	BP	1,260.57
61728	2/12/2021	GLATFELTER SPECIALTY BENEFITS/ VFIS	7,175.00
61729	2/12/2021	OFFICE DEPOT	89.80
61730	2/12/2021	RON PEDRYS	95.00
61731	2/16/2021	BENJAMIN KRUMENAUER	70.00
61732	2/16/2021	ERIC LEHMAN	200.00
61733	2/16/2021	FRANCES DUNCANSON	350.00
61734	2/16/2021	GLATFELTER SPECIALTY BENEFITS/ VFIS	1,200.00
61735	2/16/2021	JENNIFER GILLER	150.00
61736	2/16/2021	JENNIFER ROYTEK	30.00
61737	2/16/2021	REBEKAH PALMER	150.00
61738	2/16/2021	RONALD PEDRYS	138.00
61739	2/16/2021	SHELBY FRIENDSHUH	25.00
61740	2/16/2021	TIMOTHY GADA	38.46

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 2/06/2021 From Account:  
 Thru: 3/04/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
61741	2/16/2021	WI SCTF	499.99
61742	2/17/2021	ACTION RADIO & COMMUNICATIONS, INC.	38.75
61743	2/17/2021	AMAZON.COM	690.93
61744	2/17/2021	ANDREW BACH	225.98
61745	2/17/2021	ANNE MILLER	20.00
61746	2/17/2021	ASSOCIATED BANK GREEN BAY, N.A.	3,150.00
61747	2/17/2021	BAKER & TAYLOR	1,173.93
61748	2/17/2021	BILL'S ACE HARDWARE	78.73
61749	2/17/2021	CHERYL HUSTAD	160.00
61750	2/17/2021	DARLENE BLAIR	162.50
61751	2/17/2021	DEBRA ROSE	142.50
61752	2/17/2021	EO JOHNSON	120.92
61753	2/17/2021	EO JOHNSON LEASING	213.40
61754	2/17/2021	IFLS LIBRARY SYSTEM	250.00
61755	2/17/2021	LIZ CHALKER	160.00
61756	2/17/2021	MARGARET MCCURDY	20.00
61757	2/17/2021	MIDWEST ONE BANK	147.38
61758	2/17/2021	OSCEOLA POLICE DEPARTMENT	80.00
61759	2/17/2021	OSCEOLA SCHOOL DISTRICT	735,902.84
61760	2/17/2021	PITNEY BOWES INC.	648.46
61761	2/17/2021	POLK COUNTY TREASURER	367,607.22
61762	2/17/2021	POLK COUNTY TREASURER	968.68
61763	2/17/2021	RICK CARUSO	480.36
61764	2/17/2021	ROGER ALLRICH	80.00
61765	2/17/2021	SHORT ELLIOTT HENDRICKSON	3,000.00
61766	2/17/2021	STAR-OBSERVER	80.08
61767	2/17/2021	STATE OF WISCONSIN COURT FINES & SURCHARGES	1,592.89
61768	2/17/2021	TARA COUCH	25.00
61769	2/17/2021	VILLAGE OF DRESSER	50.00
61770	2/17/2021	VISA	130.99
61771	2/17/2021	VISA	636.80
61772	2/17/2021	WITC	32,795.87
61773	2/23/2021	DELTA DENTAL PLAN OF WISCONSIN	1,140.10



## GENERAL FUND CHECKING

## ALL Checks

Posted From: 2/06/2021 From Account:  
 Thru: 3/04/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
61774	2/23/2021	FEDERATED CO-OPS, INC.	29.99
61775	2/23/2021	FRANCES DUNCANSON	33.60
61776	2/23/2021	HALI-BRITE INC.	412.45
61777	2/23/2021	J & S GENERAL CONTRACTING	2,169.25
61778	2/23/2021	SCHINDLER ELEVATOR CORPORATION	1,266.54
61779	2/23/2021	SPECTRUM	114.98
61780	2/23/2021	SUMMIT FIRE PROTECTION	650.00
61781	2/23/2021	VERIZON	221.79
61782	3/03/2021	ABM	1,360.45
61783	3/03/2021	APPRAISAL SERVICES	2,380.00
61784	3/03/2021	BAKKE NORMAN. S.C.	481.00
61785	3/03/2021	BAKKE NORMAN. S.C.	277.50
61786	3/03/2021	COMMERCIAL TESTING LAB.	900.25
61787	3/03/2021	DICK'S FRESH MARKET	136.96
61788	3/03/2021	EASYITGUYS	4,682.22
61789	3/03/2021	EASYITGUYS	79.52
61790	3/03/2021	EMC INSURANCE COMPANIES	23,746.20
61791	3/03/2021	EO JOHNSON LEASING	208.61
61792	3/03/2021	FEDERATED CO-OPS, INC.	523.58
61793	3/03/2021	GUARDIAN PEST SOLUTIONS, INC.	230.00
61794	3/03/2021	PARADISE PIZZA	70.08
61795	3/03/2021	POLK BURNETT	52.64
61796	3/03/2021	POLK COUNTY TREASURER	682.42
61797	3/03/2021	SECURIAN FINANCIAL GROUP, INC.	325.36
61798	3/03/2021	STATE OF WISCONSIN COURT FINES & SURCHARGES	1,603.85
61799	3/03/2021	SUMMIT FIRE PROTECTION	420.00
61800	3/03/2021	TARA COUCH	40.00
61801	3/03/2021	VILLAGE OF DRESSER	50.00
61802	3/03/2021	WATER CONSERVATION SERVICES, INC.	421.66
61803	3/03/2021	WEST WISCONSIN INSPECTION AGENCY, LLC	100.00
61804	3/03/2021	WI DEPT OF REVENUE	98.80
61805	3/03/2021	WI PROFESSIONAL POLICE ASSOCIATION	168.00
61806	3/03/2021	WISCONSIN SUPREME COURT	700.00

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 2/06/2021 From Account:  
 Thru: 3/04/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
61807	3/04/2021	AFLAC	432.04
61808	3/04/2021	AMAZON CAPITAL SERVICES	83.50
61809	3/04/2021	BENJAMIN KRUMENAUER	70.00
61810	3/04/2021	CULLIGAN OF RICE LAKE	19.20
61811	3/04/2021	DICK'S FRESH MARKET	92.26
61812	3/04/2021	ERIC LEHMAN	200.00
61813	3/04/2021	FRANCES DUNCANSON	350.00
61814	3/04/2021	JENNIFER GILLER	150.00
61815	3/04/2021	JENNIFER L. ROYTEK	30.00
61816	3/04/2021	NATIONWIDE TRUST COMPANY, FSB	150.00
61817	3/04/2021	OSCEOLA MEDICAL CENTER	40.00
61818	3/04/2021	PDI	49.95
61819	3/04/2021	REBEKAH PALMER	150.00
61820	3/04/2021	RONALD PEDRYS	138.00
61821	3/04/2021	SHELBY FRIENDSHUH	25.00
61822	3/04/2021	TIMOTHY GADA	38.46
61823	3/04/2021	WI DEPT OF JUSTICE - TIME	1,128.00
61824	3/04/2021	WI SCTF	499.99
61825	3/04/2021	WISCONSIN STATE LABORATORY OF HYGIENE	26.00
V2172101	2/17/2021	BACH, ANDREW	1,739.26
V2172102	2/17/2021	BURROWS, HANNAH	83.69
V2172103	2/17/2021	CADALBERT, MATTHEW	1,651.33
V2172104	2/17/2021	CARUSO, RICHARD T.	1,657.21
V2172105	2/17/2021	DORN CUTLER, PRISCILLA R	231.65
V2172106	2/17/2021	DUNCANSON, FRANCES	1,361.04
V2172107	2/17/2021	FELDTMOSE, MARIE K.	344.29
V2172108	2/17/2021	FRIENDSHUH, SHELBY	1,139.60
V2172109	2/17/2021	GADA, TIMOTHY	1,852.99
V2172110	2/17/2021	GILLER, JENNIFER	1,027.23
V2172111	2/17/2021	JACOBS, MICHELLE	320.23
V2172112	2/17/2021	KENNY, RYAN	1,493.48
V2172113	2/17/2021	KRENTZ, CARIE	708.76
V2172114	2/17/2021	KRUMENAUER, BENJAMIN	2,459.46

## GENERAL FUND CHECKING

## ALL Checks

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V2172115	2/17/2021	LEHMAN, ERIC M.	1,575.42
V2172116	2/17/2021	LEHMAN, GENEVIEVE	37.49
V2172117	2/17/2021	LEHMAN, JENNIFER T.	223.96
V2172118	2/17/2021	MALLIN, MICHAEL	926.13
V2172119	2/17/2021	MILLER, ANNE	634.19
V2172120	2/17/2021	PALMER, REBEKAH S.	725.24
V2172121	2/17/2021	PARO, CORA	180.73
V2172122	2/17/2021	PEDRYS, RONALD W.	2,372.40
V2172123	2/17/2021	REBHAN, TANNER	304.65
V2172124	2/17/2021	ROYTEK, JENNIFER L.	1,224.41
V2172125	2/17/2021	SCHILL, JUSTIN	1,249.78
V2172126	2/17/2021	TRACY, DAWN	493.61
V2172127	2/17/2021	TRACY, RALPH E.	1,750.78
V2172128	2/17/2021	WATERS, TODD	1,597.74
V3032101	3/03/2021	BACH, ANDREW	2,021.96
V3032102	3/03/2021	BURROWS, HANNAH	87.33
V3032103	3/03/2021	CADALBERT, MATTHEW	1,764.69
V3032104	3/03/2021	CARUSO, RICHARD T.	1,588.20
V3032105	3/03/2021	DUNCANSON, FRANCES	1,361.04
V3032106	3/03/2021	FELDTMOSE, MARIE K.	319.38
V3032107	3/03/2021	FRIENDSHUH, SHELBY	1,139.60
V3032108	3/03/2021	GADA, TIMOTHY	1,710.51
V3032109	3/03/2021	GILLER, JENNIFER	1,027.23
V3032110	3/03/2021	JACOBS, MICHELLE	315.45
V3032111	3/03/2021	KENNY, RYAN	1,441.49
V3032112	3/03/2021	KRENTZ, CARIE	700.33
V3032113	3/03/2021	KRUMENAUER, BENJAMIN	2,459.46
V3032114	3/03/2021	LEHMAN, ERIC M.	1,501.75
V3032115	3/03/2021	LEHMAN, GENEVIEVE	44.99
V3032116	3/03/2021	LEHMAN, JENNIFER T.	174.80
V3032117	3/03/2021	MALLIN, MICHAEL	867.10
V3032118	3/03/2021	MILLER, ANNE	634.19
V3032119	3/03/2021	PALMER, REBEKAH S.	725.24

3/05/2021

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GENERAL FUND CHECKING

ALL Checks

Posted From: 2/06/2021 From Account:  
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Check Nbr	Check Date	Payee	Amount
V3032120	3/03/2021	PARO, CORA	209.26
V3032121	3/03/2021	PEDRYS, RONALD W.	2,372.40
V3032122	3/03/2021	ROYTEK, JENNIFER L.	1,224.41
V3032123	3/03/2021	SCHILL, JUSTIN	1,199.79
V3032124	3/03/2021	TRACY, DAWN	493.61
V3032125	3/03/2021	TRACY, RALPH E.	1,633.73
V3032126	3/03/2021	WATERS, TODD	1,530.74
MAR MW1 IDR	3/03/2021	MIDWESTONE	26,528.68
CITPMT012021	2/17/2021	VILLAGE OF OSCEOLA	50.00
CITPMT022021	3/02/2021	VILLAGE OF OSCEOLA	25.00
<b>Grand Total</b>			<b>1,337,337.72</b>

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 2/06/2021 From Account:  
Thru: 3/04/2021 Thru Account:

## Amount

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Total Expenditure from Fund # 100 - GENERAL	104,646.71
Total Expenditure from Fund # 221 - LIBRARY	19,474.15
Total Expenditure from Fund # 250 - AIRPORT	3,606.22
Total Expenditure from Fund # 272 - DRESSER FORFEITURES	100.00
Total Expenditure from Fund # 275 - OSCEOLA MUNICIPAL COURT	8,622.16
Total Expenditure from Fund # 300 - DEBT SERVICE FUND	29,678.68
Total Expenditure from Fund # 510 - WATER UTILITY	20,514.05
Total Expenditure from Fund # 520 - SEWER UTILITY	14,389.82
Total Expenditure from Fund # 730 - TAX AGENCY FUND	1,136,305.93
Total Expenditure from all Funds	1,337,337.72