

**NOTICE  
VILLAGE OF OSCEOLA  
BOARD MEETING (REVISED)**

Date: May 11, 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. Swearing in of newly elected Trustees
3. Approval of the agenda
4. Approval of the minutes:
  - a) Regular meeting dated April 13, 2021
5. Public input and ideas (Limit 5 minutes per speaker)
6. Reports:
  - a) Staff reports
    - i. Fire
    - ii. Building Inspection
    - iii. Administration
    - iv. Police
    - v. Public Works
    - vi. Utilities
    - vii. Library
  - b) Chamber of Commerce/Mainstreet
7. Other business – discussion and possible action re:
  - a) Committee/Commission/Board Appointments
    - i. Betsy Kremser                      Library Board (3-year term expiring in 2024)
    - ii. Amanda Wicklund                  Library Board (2-year term expiring in 2023)

- b) Resolution #21-05 Authorizing the Issuance and Sale of \$2,400,000 General Obligation Refunding Bonds
  - c) Site plan Review for Osceola Auto Body (402 S. Cascade St.)
  - d) Final Plat approval for Kreekview Estates Addition
  - e) Award 2021 Park mowing contract to Jagusch Lawn Care (\$12,204.00)
  - f) Ordinance #21-02 To amend chapter A222 Fees and Salaries
  - g) Ordinance #21-03 To amend section 207-6 Stop signs, traffic control lights and railroad crossings
  - h) 2021 Trustee appointments to Village Commissions/Committees
8. Permits and Licenses:
- a) Operator license
    - i. Sara Carlson – Osceola Braves
    - ii. Amy C Hallis – Minit Mart
    - iii. Kade Koecher – PYs
    - iv. Lori Lancaster – Minit Mart
    - v. Timothy Nybeck – Minit Mart
    - vi. Dallas Nyhagen – Minit Mart
    - vii. Robert Switalla – Osceola Braves
    - viii. Briana Webster – PYs
  - b) Liquor License
    - i. “Class B Beer” & “Class C Wine” - Milk, LLC d/b/a Wisconsin Milk House, Lisa M. Erickson, Agent
    - ii. “Class B Beer Six-Month” - Osceola Braves, Inc., Kathryn M. Cloutier, Agent
  - c) Kennel License
    - i. Linda Kiran Stordalen – 945 Pioneer Drive
  - c) Special Event Permit
    - i. Regional Downtown Arts Workshop – Osceola Main Street/Chamber Deb Rose, Agent
9. Board, Committee, Commission and Agency Reports:
- a) Board of Appeals                      May 19, 2020                      (BOA approved April 23, 2021)
  - b) Admin & Finance                      March 5, 2021                      (Committee approved April 2, 2021)
  - c) Historic Preservation                      March 10, 2021                      (Commission approved April 26, 2021)
  - d) Library Board                      March 11, 2021                      (L. Board approved April 8, 2021)
  - e) Airport Commission                      March 23, 2021                      (Commission approved April 19, 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
2. Airport
3. Industrial Park
4. River
5. Falls
6. Downtown Businesses
7. Personalization/Historic of Downtown Feel
8. Access to major population center
9. Medical Services
10. Recreational opportunities and the Braves (tied ranking for number 10)

**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: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 5/6/2021  
Re: Item 2: Swearing of newly/elected appointed board members

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Newly elected Village Board members were sworn in according to statutes in a timely manner. The swearing in tonight is more of a photo opportunity and reaffirmation.

# Official Oath

STATE OF WISCONSIN, )  
 ) ss  
\_\_\_\_\_ County)

I, \_\_\_\_\_, having been elected or appointed to  
the office of \_\_\_\_\_,  
(title)

but have not yet entered upon the duties thereof, swear (or affirm) that I will support the  
constitution of the United States and the constitution of the State of Wisconsin, and will  
faithfully discharge the duties of said office to the best of my ability.

So help me God.

\_\_\_\_\_  
(Signature of elected or appointed official)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of person authorized to administer oaths)

Notary Public or  other official \_\_\_\_\_  
(Official title, if not a notary)

If Notary Public: My commission expires \_\_\_\_\_, or  is permanent

# VILLAGE OF OSCEOLA BOARD PROCEEDINGS

The Village of Osceola met for a regular meeting on April 13<sup>th</sup>, 2021 at the Village Hall/Discovery Center. Village President Buberl called the meeting to order at 6:00 p.m.

Present: Buberl, Deb Rose, Brad Lutz, Bob Schmidt, Joel West, and Bruce Gilliland. Van Burch attended remotely.

Staff present: Benjamin Krumenauer, Frances Duncanson, Ron Pedrys, Shelby Friendshuh, Todd Waters, Rick Caruso

Others present: Holly Walsh, Justin Fischer, Trudy Lorenz

Motion by Lutz and seconded by Gilliland to approve the agenda

Ayes-7                      Nays-0                      Motion carried.

Motion by Gilliland and seconded by West to approval the minutes of the Regular meeting dated March 9, 2021

Ayes-7                      Nays-0                      Motion carried.

**Public input and ideas (Limit 5 minutes per speaker)** Newly elected Trustee Holly Walsh introduced herself.

## Reports:

### Staff reports

Library-Friendshuh: The are getting ready to reopen the library with visits by appointment going well. The Library received a grant for community conversation and Friendshuh will take an e-course on administration. Circulation has boosted back up to the 3000 range 172 new items were added to the collection. A high school student donated some sports equipment like balls and hoops. They are still doing take home kits. People can go online and fill out survey of interest and staff will fill a bag with items. The Library would like to display local artwork.

Fire-Elfstrom The Dept was busy with 12 runs in March. Elfstrom met with the Airport Commission regarding hangar compliance inspections, less than half complied last year. They are looking at a forfeiture for non-compliance. The Dept. did electrical and air drops in the station themselves to save costs. Three members took state certification exams, and one also completed the Fire Officer course. The old tile was removed to polish the concrete for upcoming maintenance; made possible by donations from Friends of the Fire Dept. and the Horst Foundation. The 1984 pumper truck did not pass inspection, they are testing to see if it can be fixed. Schmidt wonders if it is still really needed with newer equipment.

Building Inspection-Krumenauer: Five new homes for about \$1 million in permit value in the Gateway neighborhood were issued. School District related projects added another \$3 million in permit value last month.

Administration-Krumenauer: The old library is now sold, and proceeds will be applied to debt reduction. A meeting was held with the Mill Pond Foundation representatives in March. Nothing is set in stone, but signage is moving forward. The Village will receive \$252,000 in stimulus relief funding with a range of specific uses including health and business enhancements related to the pandemic as well as utilities such as sewer, water, and broadband. Oak Ridge Road signage ordinance will be up for approval next month to assist in traffic control. With the donation from the Horst Foundation there will be new way finding signage and a flag outside. It has been a busy month with outreach to eight business developers. Two of those interested were not able to fit here. West asks about the Mill Pond organization providing finance information. Krumenauer responded they turned over two of the five years of data with the current audit not finished yet. They were not willing to provide complete openness at this time other than what is required by law.

Police-Pedrys: March was a busy month with a couple of search warrants executed resulting in several arrests and recovery of narcotics. The new squad car was picked up and is in to be outfitted. Some items are on back order and some items will be reused. The order for body cameras was placed. The software grant is closed out and the Village received reimbursement.

Public Works-Waters: presented a PowerPoint. Temperature swings have had the Dept. working on flood control and deicing storm sewers. Street sweeping and cleaning is progressing. Waters recognized employee Mike Mallin for developing a sweeping program and repairing the Pelican sweeper. With good weather park cleanup and trimming is taking place. The parks are getting busy, with bathrooms open except Oakey Park. They have received the new mower trailer and two new mowers. Waters met with the Grow Osceola Group on improvements and a better Trail system. Some time was spent on Village grounds improvement, with 20 trees cleaned up and fencing tightened up. Building maintenance continues with HVAC. Schmidt asks if COVID monies can be used for HVAC improvements. West asks about exterior operating concerns, Waters replied they need to address mulching, landscaping, and securing the irrigation system.

Utilities-Caruso The oxidation ditch bearing failed. When this has happened in the past it was a \$10-\$17,000 repair bill. This time we did it ourselves and avoided the need for a crane. The locking nuts were not stainless steel as desired. The ballasts failed in the ultraviolet disinfection system and were replaced. Digester blowers were serviced.

Chamber of Commerce/Mainstreet-Deb Rose for Ross: Grow Osceola is cleaning up the downtown and fundraising through Give Big for flowers and décor. Banners are being finalized and will be up in May. The Train is going to run this year. Nancy Beck has old metal signs to illuminate the falls and they are building a kiosk in the area.

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

Motion by West and seconded by Rose to approve the appointment of Max Waddell to the Airport Commission for a 3-year term expiring in 2024.

Ayes-7            Nays-0            Motion carried.

General financial and debt service schedule update

Justin Fischer of Robert Baird & Company updated the Board on issues related to debt service and the larger Village financial plan with a ten-year timeline. A few years ago we were close to the maximum debt limit with only 3% capacity left. Now due to growth and repayment we are at 17% capacity. We are planning for equipment and capital borrowing by designing projects one year and completing them the next. The Village is sitting in a strong position in savings due to stimulus funding. The utilities are functioning strongly.

Motion by Rose and seconded by Burch to approve Resolution #21-04 Providing for the Sale of Approximately \$2,400,000 General Obligation Refunding Bonds

Ayes-7            Nays-0            Motion carried.

Motion by Rose and seconded by Gilliland to approve the 2021 Arbor Day proclamation

Ayes-7            Nays-0            Motion carried.

**Video, open meetings and retention discussion**

Trustee Lutz requested this agenda item. Discussion was held on Village meeting videos being posted online. When we switched to a remote meeting format the videos generated from our virtual partner get treated differently. The file size is very large to convert and upload for viewing. The videos have backup copies kept offsite and are available. Krumenauer is working with our IT company to resolve the issue. Buberl states the file must download first, then upload to our website. Krumenauer stated we are not required to video but once we have, it is treated like an open record. The minutes are the official

legal permanent record. Rose asked about putting a link on the front page of the website to view the meeting.

**Permits and Licenses:**

Motion by West and seconded by Gilliland to approve Operator licenses for Aaron Hendren and Quentin Murray at Valley Spirits

Ayes-7                      Nays-0                      Motion carried.

Motion by Rose and seconded by Gilliland to approve a Kennel License for Kehren at 441 Ladd Lane

Ayes-7                      Nays-0                      Motion carried.

**Board, Committee, Commission and Agency Reports:**

Motion by Lutz and seconded by West to approve the following minutes and reports:

Historic Preservation	December 1, 2020	(Committee approved March 10, 2021)
Public Works	December 16, 2020	(Committee approved March 17, 2021)
Airport Commission	January 18, 2021	(Committee approved March 23, 2021)
Library Board	February 11, 2021	(Committee approved March 11, 2021)
Admin & Finance	March 5, 2021	(Committee approved April 2, 2021)
Library Board	March 11, 2021	(Committee approved April 8, 2021)
	Ayes-7	Nays-0                      Motion carried.

Motion by West and seconded by Rose to approval vouchers payable

Ayes-7                      Nays-0                      Motion carried.

**Discussion of and action on any other appropriate items**

Burch stated he is looking forward to joining the meeting in person live next month. Lutz welcomes Holly Walsh to the Board and complimented the election staff. Rose thanked Trustee Bob Schmidt for all his work and input over his time on the Board and stated he will be missed. Rose values his knowledge and enjoys having him here. Gilliland stated he was great to work with. West echoes the other comments. Schmidt state he will miss nights like tonight and enjoyed his tenure and thanked them for the support. Buberl thanked Schmidt for everything he brings to the table and loved getting to know him.

President Buberl adjourned the meeting at 7:33 p.m.

Respectfully submitted by

Frances Duncanson, MMC-WCPC  
Village Clerk



## OSCEOLA FIRE & RESCUE

Monthly Report – May 2021

- 7 - runs total
  - 5 – runs in Village
  - 2 – run Mutual Aid Allied Fire
  - Run breakdown
    - 2 – Structure Fire - Mutual Aid Allied Fire, 1 call back for re-kindle
    - 1 – Alarm
    - 1 – Rescue
    - 3 – Lift Assist; 2 for 970, 1 for OMC

### UPDATES IN BOLD

- 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.
    - **As of this time for completed business inspections, approximately 50% have some issues identified for follow ups. Nearly all work with us and comply. Overall, we expect at current pace to see approximately 5% of businesses not comply with repeated requests and will need progression to the next steps of notification and enforcement.**
    - **Airport hangar inspections are ongoing and we will compile full list of those that have responded to requests for inspection on May 31<sup>st</sup>, 2021. Remaining list of those that have not responded will be given formal notices.**
  - 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
- Update on Firefighter training:
  - Two members of the department are currently in Part C and Hazmat Ops. These are all required to take Firefighter I certification.
- Floor in meeting/assembly area will be in process of being stripped and polished. Thanks to donations from the Friends of Osceola Fire & Rescue, **Kwik Trip**, and Horst Foundation.
- Annual pump testing is done. Our 1984 Chevy Pumper did fail on the vacuum test. We are currently in process of evaluating extent of repair. **Repair of pump will be done. Not having pump certified will impact our ability to keep resources in district with regard to mutual aid coverage, and will also have a significant impact on our department ISO rating.**

# Municipality Permits Report

4/1/2021 to 4/30/2021

## VILLAGE OF OSCEOLA

			Total Value	Total Fees	Total Fines
VOS21-18	165-00804-0000		\$1,600.00	\$60.00	
John Marier					
409 DELMAR AVENUE		FENCE			
VOS21-19	165-00844-0045		\$220,000.00	\$1,519.96	
CENTURY BUILDING TEAM LLC   1309542					
291 GATEWAY PARKWAY		NEW SINGLE FAMILY DWELLING			
VOS21-20	165-00844-0042		\$205,000.00	\$1,198.54	
CENTURY BUILDING TEAM LLC					
321 GATEWAY PARKWAY		NEW SINGLE FAMILY DWELLING			
VOS21-21	165-00040-0000		\$2,000.00	\$60.00	
DEREK NELSON					
500 CHIEFTAIN STREET		SIGN			
VOS21-22	165-00817-3100		\$200,000.00	\$1,342.42	
JESSIE JAMES. SMITH   931478					
407 SMITH AVE UNITS A&B		NEW TWO FAMILY DWELLING			

# Municipality Permits Report

4/1/2021 to 4/30/2021

VOS21-23	165-00817-3100		\$200,000.00	\$1,342.42
JESSIE JAMES. SMITH   931478				
407 SMITH AVE UNITS C&D		NEW TWO FAMILY DWELLING		
VOS21-24	165-00589-0000		\$4,000.00	\$130.00
ROWBOUGH PARTNER				
200 SEMINOLE AVENUE		Deck		
VOS21-25	165-00844-0063		\$2,000.00	\$130.00
Michael Young				
1250 KIMBALL AVENUE		Deck		
VOS21-26	165-00601-0118		\$18,000.00	\$130.00
PATRICIA CARLSON				
118 COTTAGE DRIVE		DECK		
VOS21-27	165-00601-0120		\$10,000.00	\$130.00
DEBORAH HOWARD				
120 COTTAGE DRIVE		DECK		
VOS21-28	165-00844-0120		\$2,595.00	\$60.00
LINDA DIEHL				
310 STAPLES ROAD		SHED		

# Municipality Permits Report

4/1/2021 to 4/30/2021

VOS21-29	165-00327-0000		\$15,742.00	\$194.40
Aaron Lewicki				
1026 FRONTAGE ROAD		ALTERATIONS		
VOS21-30	165-00844-0103		\$180,000.00	\$1,150.20
Century Building Team				
421 STAPLES ROAD		NEW SINGLE FAMILY DWELLING		
VOS21-31	165-00562-0000		\$30,000.00	\$130.00
HUTTON HOMES LLC   987723				
602 RIVER STREET		PORCH		
VOS21-32	165-00372-0000		\$1,800.00	\$60.00
MARSHA HOVEY				
805 CASCADE ST N		FENCE		

## Permit Distribution

Fence=2  
 New Home=5  
 Sign=1  
 Deck=4  
 Shed=1  
 Other=1  
 Alteration=1  
 Porch=1

## Totals

**Total Permits** 15 **Total Value** \$1,092,737.00

<b>Admin</b>	\$922.40	<b>Impact</b>	<b>Plan Review</b>	\$561.54
<b>Inspection</b>	\$5,979.00	<b>State Permit Seal</b>	<b>House Number</b>	
<b>Fines</b>		<b>Other</b>	<b>Total Fees</b>	\$7,637.94

# Municipality Permits Report

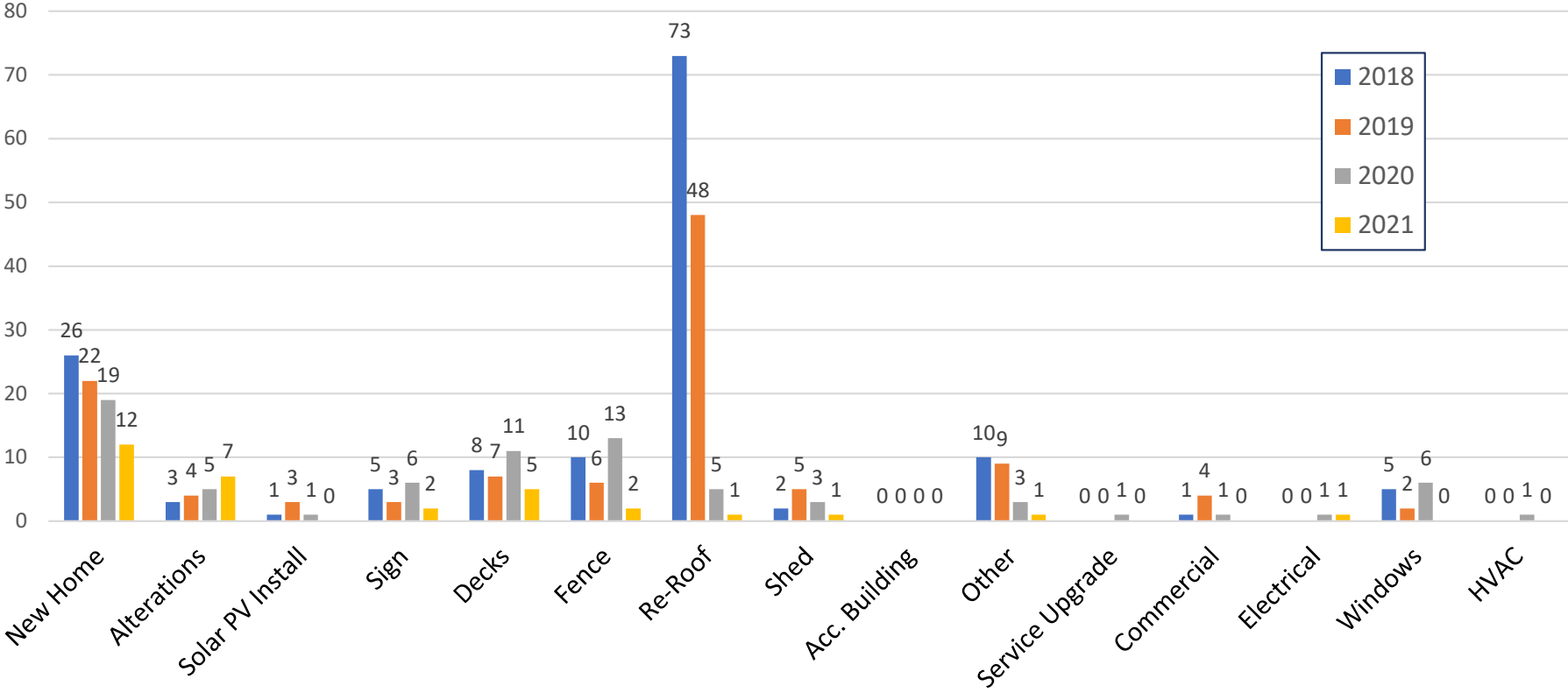
1/1/2021 to 4/30/2021

## Permit Distribution

Fence=3  
 Electrical=1  
 Alteration=7  
 New Home=12  
 HVAC=2  
 Sign=2  
 Deck=5  
 Re-roof=1  
 Shed=1  
 Other=1  
 Porch=1

<b>Totals</b>		<b>Total Permits</b>	<b>33</b>	<b>Total Value</b>	<b>\$5,405,071.66</b>
<b>Admin</b>	\$2,679.20	<b>Impact</b>		<b>Plan Review</b>	\$1,253.44
<b>Inspection</b>	\$27,370.20	<b>State Permit Seal</b>		<b>House Number</b>	
<b>Fines</b>		<b>Other</b>		<b>Total Fees</b>	\$31,722.84

**Building Permits by Category (4/30/2021)**





# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Board Packet  
Date: 5/7/2021  
Re: **Item 6a iii: Administrator Report**

April was a busy month for the Administration Department. Staff continue to sort and organize files in preparation for archived file storage and a remodel of file storage areas to safely store files still located at the Wastewater Treatment Plant. Staff is continuing to work closely with financial partners and our audit team on 2020 paperwork and are producing new reports and materials to continue our 2021 community outreach campaign. In addition to normal work, listed below are a few focused updates.

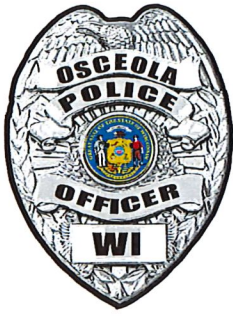
- 1. Fuel System Upgrade:** As part of the ongoing maintenance and upkeep of the L.O. Simenstad Airport, the Airport Commission approved a fuel system upgrade project. The project focuses on the reconstruction of existing fuel pumps and installation of a new 8,000-gallon jet fuel tank. These upgrades will be completed within the next month and provide a long-term solution to fueling local and commercial users. Funding for this project is provided through budgeted capital funds and substantial support by Federal and State funds. The project is 95% funded through grants with 5% (approximately \$30,000) is funded locally. Airport Manager Dick Johnson is the lead point of contact on this project and has also extended an offer to any Trustee that wishes to learn more about our local airport.



*1: 8,000 Jet Fuel Tank Install*

- 2. Donated Funds from Horst Rechelbacher Foundation:** Thanks to the Horst Rechelbacher Foundation, Village Admin was gifted \$5,000 in funds. After talking with several Board members and staff, we have come up with some nice projects to use those funds on. The funds were not restricted in any way by the Foundation. As such we feel that making some much needed enhancements to the Village Hall/Library building is the best route. If there are no objections, the Village would like to use these funds to install a new flagpole, bicycle racks and bicycle fixing station in partnership with Library, wayfinding and other various enhancements to the building. Staff feel that a new flagpole (likely near the main parking lot) and bicycle racks/fixing station will enhance the appeal of the building as well as function. The funding will also be used to provide much overdue Senior Center signage inside the building and the previously mentioned wayfinding signs to help visitors navigate. These one-time improvements will not impact the general budget nor provide any substantive increase in operating costs. If there are no objections, I anticipate completion of upgrades by the end of Summer.
  
- 3. Safe Routes to School Plan and Programming:** In Early 2020, the Village and Osceola School District partnered with local communities and West Central Wisconsin Regional Planning Commission on a Safe Routes to School Planning Grant. The grant request focused on planning safe infrastructure, local safety audits, school resource development and community outreach. The grant was provisionally awarded in mid-2020 but, due to delays at the State level, was not officially authorized to commence until just now. WCWRPC has received the notification to commence and will be reaching out to local communities/schools to begin the plan development. This multi-year initiative is a great resource for our community as it provides technical assistance and resources to support safe routes for our youth to get to and from school. Impact to the Village is \$3,000 in matching funds that have been internally budgeted thorough the 2021 budget. If you are interested in learning more about the program, or want to get involved, please reach out to Administration staff.





## OSCEOLA POLICE DEPARTMENT

310 Chieftain Street – Lower Level

P.O. Box 217

Osceola, WI 54020

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

Ron Pedrys - Chief of Police

To: Village President Jeromy Buberl and Village of Osceola Trustees

CC: Administrator Benjamin Krumenauer

From: Police Chief Ron Pedrys

Date: Monday, May 3<sup>rd</sup>, 2021

Re: April 2021 Village Board Police Report

During April 2021, OPD Officers made 11 custodial arrests (3 Felonies and 8 misdemeanors). Officers made a total of 82 traffic stops that resulted in 29 traffic citations being issued. 13 Municipal citations were also issued and 91 incident reports were processed. Officers logged 591 total calls for service.

Some other incidents OPD Officers responded to in April included 5 citizen assists, 3 alarms, 14 suspicious activities, 5 traffic complaints, 2 O.W.I.'s (1<sup>st</sup> Offense & 3<sup>rd</sup> Offense), a reckless abuse of a child investigation and 4 motor vehicle accidents. 139 business checks were also logged by Officers.

As mentioned at last month's Village Board meeting, in early April, OPD served two narcotic search warrants at residences in the Village. Assisting OPD were members of the Polk County Sheriff's Department and the St. Croix Valley Drug Task Force. Methamphetamine, marijuana and a variety of drug paraphernalia were located during both search warrants. These warrants were sought as a result of information received during ongoing narcotic investigations. The primary suspect in each of the search warrants was arrested and transported to the Polk County Jail for booking.

### **Administration:**

On April 23<sup>rd</sup>, OPD implemented department-wide use of Body Worn Cameras (BWC). The Getac BWCs used by OPD are rugged and have a very good picture and sound quality. This entire BWC system is very user friendly. I would be happy to provide a demonstration of these cameras to you and answer any questions you might have so feel free to stop in to OPD anytime.

In early April, I participated in a video the Osceola School District made about A.L.I.C.E. A.L.I.C.E. is a critical incident response training program that many schools use to educate students and staff. A.L.I.C.E. is an acronym that stands for Alert, Lockdown, Inform, Counter & Evacuate. The school district did a great job on putting that training video together.

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On April 5<sup>th</sup>, all of the squad car RADARs and the departmental Laser received their annual inspections and testing. I am happy to report that all units passed and have been recertified for another 12 months.

On April 29<sup>th</sup>, the full-time OPD Officers received their department-issued cell phones. This has been a long time coming and these phones will be an invaluable tool for the Officers in the field. In addition to calling and texting, Officers now have another resource for high quality photos and videos. Officers can now also send captured media and data back to OPD electronically and will have resources like Google at their fingertips. The best part about these phones is that they are on the First Net network. That means during high volume events, like Wheels and Wings, OPD Officers will have network priority and they will always be able to make calls and send and receive data, when others cannot.

On April 29<sup>th</sup>, Officer Bach and I attended a Girl Scout Troop meeting for 1<sup>st</sup> primarily 1<sup>st</sup> graders at the Art Barn. The goal for our visit was to help the troop members earn their safety pins. Some of the topics discussed were what to do if lost, what to do if someone is choking and what to do in the event of a fire. As always, this was an awesome interaction. I am happy to report that all of the attendees earned their safety pins that day.

Have a great May!

Thank You.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Ron W. Pedrys". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ron Pedrys – Police Chief  
Village of Osceola



# Memo

**To:** President Buberl and Village Board Members  
**From:** Todd Waters (Public Works Coordinator)  
**CC:** Fran Duncanson  
**Date:** May 11th, 2021  
**Re:** May 2021 Public Works Department Board Update

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#### Streets:

- Public Works continues to install HFE with the continuing colder seasonal weather. Two rounds have been completed throughout the entire Village and pothole maintenance will continue throughout the early summer.
- Plow damage throughout the Village to public and private grounds has been repaired and seeded.
- Dump trucks have been converted for summer operations as we have already begun hauling brush, rock, gravel and debris.

#### Parks:

- All park restrooms are now currently open for business. Oakey Park restrooms have seen some real upgrades with towel, soap and toilet paper dispensers.
- Public Works continues to clean and trim parks. We have started mowing and operations in all of our parks and public spaces.
- Public Works in conjunction with the Village President, Village Board Trustees, and Administrator had a successful Arbor Day tree planting in Monarch Park.

#### Building Maintenance:

- A shunt sensor failure alerted the Discovery Center fire panel supervisory alert. A potential power surge in the system triggered the communication failure in the elevator maintenance room.
- Repairs continue to the Public Works site fence as we stretch and restring both chain link and barb wire while righting all posts.



# Memo

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

**From:** Rick Caruso, Utilities Coordinator

**CC:** Fran Duncanson

**Date:** May 11, 2021

**Re:** Utility Department May Board Update

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## Water Utility:

- Water pumped in the month of April totaled 5.761 million gallons.
- 76 Diggers Hotline locate requests were completed in the month of April.
- Seasonal water meters were installed at the Osceola Depot, Mount Hope Cemetery, and the Braves.
- A broken water main valve extension was able to be removed from the surface, avoiding the need to excavate.

## Sewer Utility:

- Wastewater treated totaled 7.984 million gallons in April.
- A check valve at the Industrial Park lift station was failed due to ragging and was repaired by crews. Downtime of the station was limited to approximately two hours due maintaining adequate stock of the required parts.
- 108 of 128 pieces of aerator locking hardware have now been replaced on the oxidation ditch.
- WWTP generator quarterly test run and transfer switch test has been completed.

## Memo

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

**From:** Library Director; Shelby Friendshuh

**CC:** Village Board of Osceola

**Date:** May 2021

### **DIRECTOR/ADMINISTRATION**

This month has been spent largely on the beginning process of planning for the LTC grant. The current plan will be for the program to take place sometime in late September or early October.

We have continued this month with visits by appointment and curbside pickup. It has been going well, and the word is getting out that we are open. I'm currently working on plans for the next step of reopening (though we will likely continue to make our decisions in a data driven way by keeping a close eye on Polk and surrounding counties numbers). My plan is for a hybrid method that will allow for a few hours of appointment only mixed with limited capacity, fully open hours. My hopes are that this will provide an option for both people who are more concerned or are at higher risk as well as for individuals that are looking forward to fewer restrictions.

### **MATERIALS CIRCULATION**

April 2021, Total Items Circulated: 2,994

**Visit by appointment and curbside pick up as of 3/15/2021**

Public Computer Uses for April 2021: 30

eBook Checkouts for April 2021: 956

New Patrons in April 2021: 7

### **COLLECTIONS**

99 New Items.

## EVENTS & ACTIVITIES

### April Events/Participation:

Dawn's Teacher Appreciation Kit was a big success this month and correlated nicely with Teacher Appreciation Week.

Rebekah is working on planning the summer learning program, which will once again look a little different than previous years. Similarly to last year, our reading challenges will take place with our online reading program—Beanstack. There will also be lots of Take & Make activities and the chance to win prizes! We are also looking into starting up some outdoor programming as conditions improve.

This year's BigRead, sponsored by ArtReach St. Croix, kicks off later this month. This year we are featuring *The Latehomecomer* by Kao Kalia Yang which tells the story of a Hmong family on their journey from the war-torn jungles of Laos to the overcrowded refugee camps of Thailand and onward to America. We will be doing a story walk also featuring Hmong storytelling and doing a book discussion on *The Latehomecomer*.

Outdoor, in-person book discussions are set to start again this month as well.

## FACILITIES & STAFF

Staff is doing well. We are hoping to do a training day before summer kicks off to prepare for the summer learning program as well as to discuss and plan for logistical changes as summer offers more opportunities for in-person programming. Additionally, we were contacted by an MLIS student based out of Minnesota who is interested in interning with us—stay tuned for more information on that!

As far as the facilities go, we plan to make some purchases for our terrace furniture very soon so we can have that available by the end of the month for people to utilize this summer. We are planning on putting a small raised garden bed on the terrace as well.

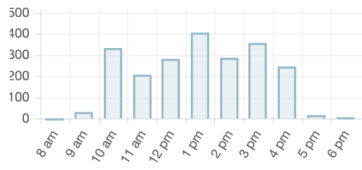




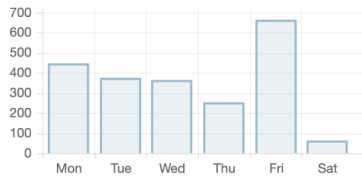
# WILBERG MEMORIAL

PUBLIC LIBRARY of OSCEOLA

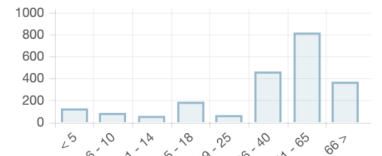
Checkouts by hour



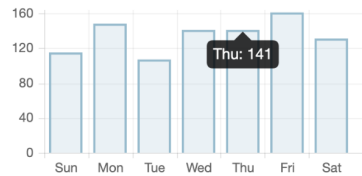
Checkouts by day



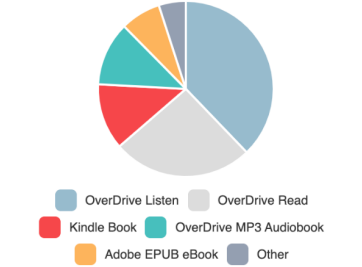
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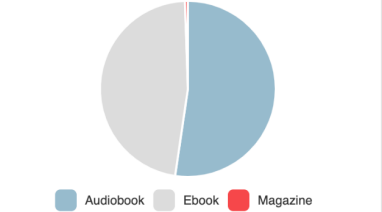
Overdrive by Day



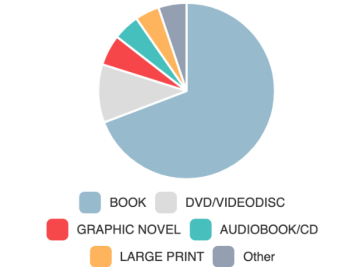
Overdrive by Format



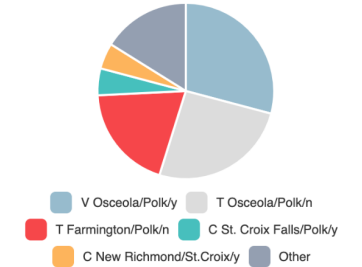
Overdrive by Type



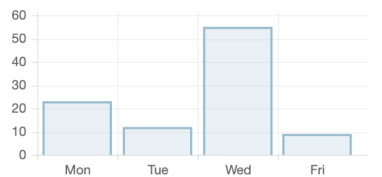
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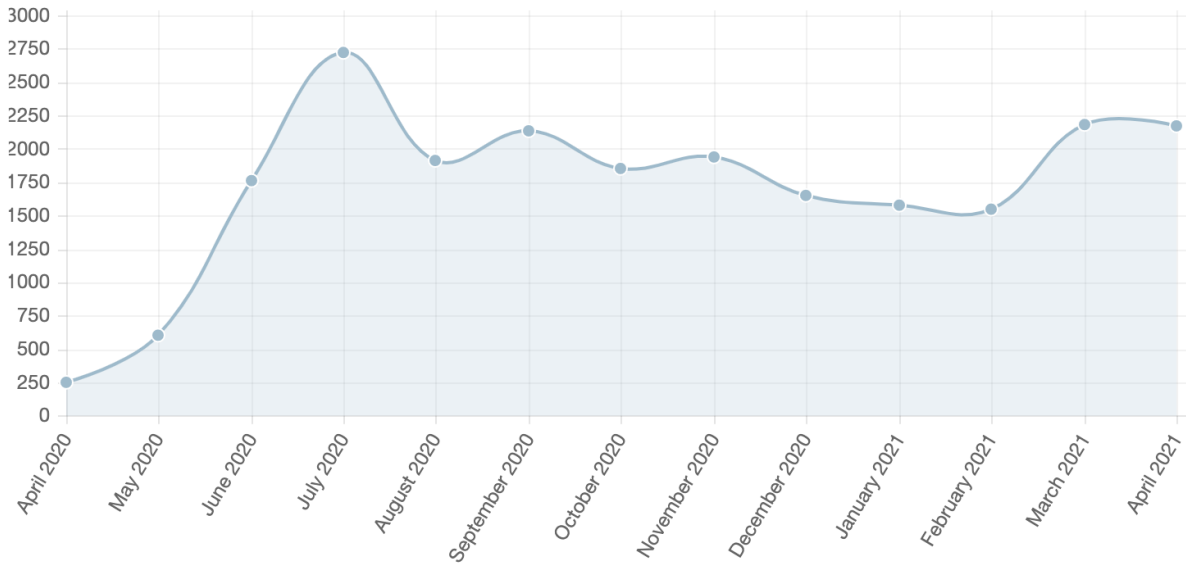
Checkouts by Act 150 Location



Item records by day



Past 13 Months - Checkouts



Choose a stat:  ▼



## Report from Chamber & Main Street Director for Village Board May 6, 2021

### COMMITTEE REPORTS:

1. **Ambassadors** –Planning Customer Service Awards and next Social Mixer- in person.
2. **Membership** – Continue to work on New Member packets and evaluating if manufacturers want to have a BLITZR (virtual social mixer with a purpose).
3. **Economic Vitality**- Working on reviewing housing development processes for each of the towns and the county- checking in with developer’s needs.
4. **Retail, Restaurant and Beverage Group**- Planning next Ladies Night Out- tentatively set for June 17<sup>th</sup>.
5. **Streetscape**- summer street banners are due to be coming early next week. Working on mini kiosk and memorabilia display.



**Grow Osceola**- Spring Clean Up- 6<sup>th</sup> grade class joined in. See attached report. Focused on Fundraising-exceeded the fundraising \$4000 goal and brought in over \$6000. Will use to pay for 32 flower planters and seasonal displays.

7. **Rivertown Trails Coalition**- The volunteers of The Rivertown Trails Coalition are out making trail improvements on the Falls Bluff Loop trail. Another session to make the last section of the trail to the river less treacherous is getting worked on this Sat. Did you know this is all part of Product Development in creating Osceola as a Destination? And this work on trails creates a **Quality of PLACE** --giving our community an economic edge as we compete in the global economy. The quality of place is all of those features of the physical environment and qualities of life that make a location a desirable, competitive, and economically vibrant place to live.



We are so fortunate to live in a community of natural beauty, scenic views and bountiful waters.

## Report from Chamber & Main Street Director for Village Board May 6, 2021

### PAST EVENTS:



**WI Main Street Awards- Virtual Event: Deb Rose received the Volunteer of the Year and the social media ambassadors Nicole Bartley, Kristen Murphy, Marcia Dressel, Paul Smith helped us win the Best Image Campaign for the Keep the Cheer Here campaign.**

### UPCOMING EVENTS:

**May 19<sup>th</sup> Osceola Visit- Retail Best Practices Workshop:** Lynn Faulk, retail consultant coming to Osceola for education and onsite private business consultations. This popular workshop featuring the Retailworks team will highlight best practices and strategies for using storefronts and interior merchandising to drive sales and enrich the customer experience. This is a WI Main Street offering.

**June 3<sup>rd</sup> Public Art & Design Workshop:** Osceola will be hosting our WI Main Street downtown workshop at the Discovery Center. It's a regional event focused on Public Art and Design. Public Arts expert Karin Wolf, Program Administrator for the Madison Arts Commission in the Department of Planning and Community and Economic Development. She will present on strategies to engage the public and our arts community to develop sustainable projects. The workshop will end with the installation of a temporary art exhibit in an underutilized site here in Osceola. The art piece chosen will be based on workshop participant input.

## Report from Chamber & Main Street Director for Village Board May 6, 2021

Thur. May 13<sup>th</sup> 5:15 PM Customer Service Award @ Chocolate Gnome

### DIRECTOR NOTES

- Director working with Minnesota Transportation Museum(train)TV advertising with KSTP for promoting Osceola as a Destination. Business coupons called “Choo Choo Specials” will be promoted to incentivize train riders to extend their rides into full day and weekend trips. It will focus on the many activities to do in our area. Train is scheduled to start up opening on weekend May 22<sup>nd</sup>.
- Interviews for summer intern for assistant position in process.
- Director attended virtual National Main Street Conference April 12-14.
- Working on Music on Main---planning on summer/fall series of small group musicians-- 16 Saturdays 2-5 PM @ The Parklet downtown Osceola(Cutler Buberl Law Office Parking lot) starting mid June. This is a continuation of a shift in focus from large events to small gatherings that promote our quality of life and foot traffic for our businesses. Seeking sponsorships, logistics and making arrangements.

# **GROW Osceola Volunteer Hours**

## **Spring Clean Up Work**

Task/Date

Weeding, Planter Cleaning 3/21

Planter Fill Material Gathering/Installation 3/21

Bump-out Beds Cleaning 4/10/21

Bump-out Beds Cleaning 4/15/21

Park Beds Cleaning 4/12- 4/17

**Total Hours: 169**

## **Fundraising Planning and Implementation**

Fundraising Planning Meeting 3/24

Poster/sign Creation Set Up 4/5-4/10

Pickle Jar Setup & Distribution 4/5-4/16

GiveBIG Set Up 4/1-4/27

Communications 4/1- 5/8

Mail processing, bookkeeping 4/5-5/ 6

Pickle Jar and poster take down 5/7

Thank Yous to Donors 5/1-5/?

**Total Hours: 63**



# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 5/6/2021  
Re: Item 7(a): Committee/Commission/Board Appointments

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Pursuant to Village Code §6-4 and Wis. Stats. 43.54 the following candidates have been proposed to be appointed to the Library Board:

- i. Betsy Kremer for a three-year term expiring in 2024-Reappointment
- ii. Amanda Wicklund for a two-year term expiring in 2023-New Appointment

## **RECOMMENDATION**

To appoint Kremer and Wicklund to the Library Board as proposed.



# Memo

To: Village Board

From: Benjamin Krumenauer, Administrator

CC: Board Packet

Date: 5/7/2021

**Re: Item 7b: Resolution #21-05 Authorizing the issuance and sale of \$2,400,000 general obligation refunding bonds**

## **ITEM DESCRIPTION:**

Resolution #21-05 provides final approval for the sale of \$2,400,000 general obligation bonds and corresponding fees. Per the previously approved preliminary sale resolution, the Village will seek the final sale of bonds on Tuesday morning May 11, 2021. Attached for your review is the proposed resolution. Please note that additional materials may be made available as appropriate after the sale is completed early Tuesday morning.

## **ATTACHMENTS:**

1. Proposed Resolution #21-05

## **RECOMMENDATION:**

April 2, 2021: Admin & Finance Committee recommended approval of the 2021 measure to finalize a \$2,400,00 more or less financing measure.

April 13, 2021: Village Board approved a preliminary sale resolution for the planned sale of \$2,400,000 in GO Bonds

Village Staff recommends approval of Item 7b as proposed.

RESOLUTION #21-05

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$2,400,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, on April 13, 2021, the Village Board of the Village of Osceola, Polk County, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Refunding Bonds (the "Bonds") for the public purpose of refunding certain outstanding obligations of the Village, specifically, its Note Anticipation Notes, dated June 1, 2020 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell such Bonds to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the general obligation bonds aggregating the principal amount of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$2,400,000; shall be dated June 1, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded

pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on June 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the Village shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2021 through 2040 for the payments due in the years 2022 through 2041 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.



Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, dated June 1, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and

the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on June 11, 2021 at a price of par plus accrued interest to the date of redemption.

The Village hereby directs the Village Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded May 11, 2021.

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Jeromy Buberl  
President

ATTEST:

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Frances Duncanson  
Village Clerk

(SEAL)

EXHIBIT A

Bond Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)



EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

[ EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on June 1, \_\_\_\_, \_\_\_\_, and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, \_\_\_\_

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, \_\_\_\_

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, \_\_\_\_

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, \_\_\_\_

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
POLK COUNTY  
NO. R-\_\_\_ VILLAGE OF OSCEOLA \$\_\_\_\_\_  
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
June 1, \_\_\_\_\_ June 1, 2021 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the Village of Osceola, Polk County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,400,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the Village, as authorized by a resolution adopted on May 11, 2021. Said resolution is recorded in the official minutes of the Village Board for said date.

The Bonds maturing on June 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Osceola, Polk County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF OSCEOLA  
POLK COUNTY, WISCONSIN

By: \_\_\_\_\_  
Jeromy Buberl  
President

(SEAL)

By: \_\_\_\_\_  
Frances Duncanson  
Village Clerk

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the Village of Osceola, Polk County, Wisconsin.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION,  
GREEN BAY, WISCONSIN

By \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL\*

VILLAGE OF OSCEOLA  
POLK COUNTY, WISCONSIN  
NOTE ANTICIPATION NOTES, DATED JUNE 1, 2020

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called for prior payment on June 11, 2021 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
12/01/2021	\$2,400,000	3.00%	688120HE7

Upon presentation and surrender of said Notes to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on June 11, 2021.

By Order of the  
Village Board  
Village of Osceola  
Village Clerk

Dated \_\_\_\_\_

\* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin at least thirty-five (35) days prior to June 11, 2021. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to June 11, 2021 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).





# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Board Packet  
Date: 5/6/2021  
**Re: Item 7c: Site Plan Review for Osceola Auto Body (401 S Cascade Street)**

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## **GENERAL INFORMATION**

### **Background**

The Village was presented with a site plan for a large expansion of Osceola Auto Body located at 401 S. Cascade Street. Proposed improvements include a new addition towards the west, new pavement along the road side, no stormwater basins, landscaping and general improvements. The development as proposed will begin in June with structure completion late 2021.

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

**Action 1:** Petitioner is requesting site plan approval

### **Attachment(s)**

1. April 4, 2021 Planning Commission Staff Report
2. Development Plan Set

## **RECOMMENDATION(S)**

### **Planning Commission**

On April 4, 2021: Plan Commission recommended approval 5-0 with the following modification(s) & condition(s)

Modification(s) to Municipal Code:

1. 219.15.D.2 – Base standard modification to allow the existing front lot to be paved in place of the proposed west lot
2. 219.15.B.6 – Base standard modification to allow a reduction of parking stalls from the required 53 stalls to the proposed 46 stalls

Condition(s):

1. *Adjust or remove all lot line conflicts so the structure and proposed improvements will not fall on property lines and have it recorded prior to development*
2. *Receive approval from all local, county, state and federal regulatory authorities*
3. *Receive approved building plans prior to construction*
4. *Receive applicable local building and access to utility/right-of-way permits*

**Administrator**

Administrator recommends approval of Item 7c with recommended actions



# Memo

To: Planning Commission  
From: Benjamin Krumenauer, Administrator  
CC: Files  
Date: 4/30/2021  
**Re: Item 5i: Discussion and possible action re: Site Plan Review for Osceola Autobody**

## **GENERAL INFORMATION**

### **Application**

**Applicant:** Osceola Auto Body Inc.  
401 S. Cascade Street  
Osceola, WI 54020

Derrick Construction  
1505 HWY 65 New Richmond, WI 54017

**Owner:** Osceola Auto Body Inc.  
401 S. Cascade Street  
Osceola, WI 54020

**Site Location:** 401 S. Cascade Street  
Osceola, WI 54020

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

**Action 1:** Applicant is requesting general site approval for a building expansion including exterior renovations.

### **Attachment(s)**

1. Site plan review application
2. Proposed development plan (separate attachment)

### **Applicable Provision(s)**

1. Municipal Code of the Village of Osceola
2. Chapter 219: Zoning of the Village of Osceola Municipal Code
3. Village of Osceola Comprehensive Plan

## **BACKGROUND INFORMATION**

**Property Location and Type**

The development site comprises of three parcels totaling 20.37 acres in area and is currently occupied by Osceola Auto Body. The property includes a single-story vehicle service business. The site is substantially urbanized including landscaping, parking, structures and parking areas. The parcel is located wholly within Village limits.

**Subject Site**

<i>Existing Land Use</i>	<i>Zoning (all parcels)</i>
Commercial	B-2 Highway Commercial District
<i>Historical Designation</i>	<i>Building</i>
None	Not Historic
<i>St Croix District Management Zone</i>	<i>Building</i>
None	No Impact

**Adjacent Land Use and Zoning**

<i>Existing Land Uses</i>		<i>Zoning</i>
<b>North</b>	Commercial (Gas Station)	B-2 Highway Commercial District
<b>East</b>	Vacant	B-2 Highway Commercial District
<b>South</b>	Commercial (business)	B-2 Highway Commercial District
<b>West</b>	Vacant	R-3 Multifamily Residential District

**Comprehensive Plan**

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

**ANALYSIS**

**Proposed Development Characteristics (see sheet C101-C102/A1)**

The development is categorized as an existing building renovation and addition. The proposed addition includes new indoor mechanical space, adjacent parking stalls, landscaping, stormwater detention facility and an improved driveway. The proposed building addition is 113.5 feet deep and 90.0 feet wide (10,215 sqft) in vehicle space and an additional 25.7 foot x 66.8 foot (1,713 sqft) in bathroom and access hall. A condition of approval should be recommended requiring appropriate lot line adjustments so the structure will not fall on property lines.

**Stormwater Management (see sheets C103-C104)**

Storm water management will be provided via a newly developed stormwater detention facility and corresponding grass swales and overflows. Stormwater conveyance will be provided by surface grades leading away from the proposed building. A review of the proposal shows that the stormwater detention facility will discharge wholly onto property owned by the applicant and will not appear to negatively affect adjacent properties.

**Parking and Traffic Patterns (see sheet C102)**

Parking will be provided via three parking areas. The central gravel lot is existing and will not be altered. The second area surrounds the proposed development and is also proposed as gravel. This area is new and per Village Code should be topped with bituminous services. The final parking area is along STH-35 and includes the driveway. The applicant is proposing this area (road side) to be paved with asphalt. The expansion does not require this enhancement but is a tradeoff to not

paving the new parking to the rear. A base standard modification will be required to allow the paving adjustments.

<b><i>Parking Areas</i></b>	<b><i>Existing Parking</i></b>	<b><i>Proposed Parking</i></b>	<b><i>Required</i></b>
West Parking (rear)	NA	11	
Central Parking	36	29	
East Parking (front)	6	6	
<b>Total</b>	<b>42</b>	<b>46</b>	<b>53</b>

Proposed parking stalls are 10 feet wide by 20 feet deep and are compliant. Village of Osceola Code requires 53 total parking stalls. The parking stall requirements do not differentiate between an autobody and a higher intensity use such as a restaurant. As such the number of stalls do not appear to be impacted. A base standard modification will be needed to allow for a parking stall reduction. Landscaping will be provided along the north lot line to screen the proposed parking areas.

**Lighting (see sheets A3 & A4)**

New exterior security lighting is proposed at the entrance doors. No additional lighting is proposed within the development.

**Signage**

No signage enhancements are proposed. Existing signage includes one pedestal sign (to remain) and one additional wall sign (also to remain).

**Structure (see sheets A1 through Q101)**

The proposed addition is focused on the west end of the building. The total structure will be 27.3 feet tall with the addition capping out at 19.0 feet. the façade will be comprised of multiple vehicle, door and window openings and will have a cream/gray façade color. This is a marked improvement to the existing blue color and will help to provide a cohesive look between new and old. The addition will use similar materials for construction including metal vertical siding.

**RECOMMENDATION(S)**

Administrator recommends approval of Item 5i with the following modification(s) and/or condition(s):

Modification(s) to Municipal Code:

1. 219.15.D.2 – Base standard modification to allow the existing front lot to be paved in place of the proposed west lot
2. 219.15.B.6 – Base standard modification to allow a reduction of parking stalls from the required 53 stalls to the proposed 46 stalls

Condition(s):

1. All required lot line adjustments, so the structure will not fall on property lines, be recorded Prior to development
2. Receive approval from all local, county, state and federal regulatory authorities
3. Receive approved building plans prior to construction
4. Receive applicable local building and access to utility/right-of-way permits



# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Board Packet  
Date: 5/6/2021  
**Re: Item 7d: Final Plat Approval for Kreekview Estates Addition**

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## **GENERAL INFORMATION**

### **Background**

This item pertains to a proposed six unit subdivision plat at the north end of Kreekview Drive. The item received preliminary plat approval with conditions. The proposed development has been reviewed by staff and Planning Commission. All required conditions have been met.

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

**Action 1:** Petitioner is requesting final plat approval for a six unit subdivision expansion

### **Attachment(s)**

1. April 4, 2021 Planning Commission Staff Report
2. Proposed Plat and attachments

## **RECOMMENDATION(S)**

### **Planning Commission**

On April 4, 2021: Plan Commission recommended approval 5-0

### **Administrator**

Administrator recommends approval of Item 7d with recommended actions

## Village of Osceola Planning / Zoning Application

Applicant's Name: OSCEOLA Auto BODY INC. Application No: \_\_\_\_\_  
 Property Address: 401 S. CASCADE ST Parcel No: 165-00609-0000  
 Applicant's Address: SAME Phone No: 715-294-2165  
 City: OSCEOLA State: WI Zip: \_\_\_\_\_  
 Property Owner (if other than applicant) DAN TRONKUD D+K REAL ESTATE LLC  
 Property Owner's Address (if different) 1914 BIG LAKE DRIVE  
 City: OSCEOLA State: WI Zip: 54020  
 Zoning District: COMMERCIAL Present Use: AUTO COLLISION RETAIL  
 Proposed Use: SAME

### CHECK INFORMATION ACCOMPANYING THIS APPLICATION

- |  |   |
|--|---|
| <input type="checkbox"/> Site Plan (to scale)  | <input type="checkbox"/> Proof of Control (Option Lease Ownership)      |
| <input type="checkbox"/> Detail Drawings       | <input type="checkbox"/> Product Information, etc.                      |
| <input type="checkbox"/> Landscape Plan        | <input type="checkbox"/> Other Descriptions or Materials as Appropriate |
| <input type="checkbox"/> Narrative Description | <input type="checkbox"/> Photographs                                    |

### CHECK SPECIFIC ACTION REQUIRED

BOARD OF APPEALS	PLANNING COMMISSION
Variance (\$75)	Conditional Use permit (\$100)
Conditional Use Permit – St. Croix River District (required public hearing) (\$100 + notifications costs)	Conditional Use Permit – St. Croix River District (requires Public Hearing)
Other Approvals	Site Plan Review (\$100 + \$500 escrow)
Appeal (\$50)	Resubdivision of land (\$50 + \$1,500 Escrow)
Other	Amendment to Zoning Map or Ordinance (\$50)
	Planned Unit Development 10+ acres (\$100 + \$1,500 escrow)
	Other:

Summarize special conditions, practical difficulty or hardships imposed on the owner of the premises if strict letter of the ordinance were to be enforced (attach additional sheets if necessary):

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To the best of my knowledge, the foregoing statements in this application are true and correct.

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

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

3-9-21



# Memo

To: Planning Commission  
From: Benjamin Krumenauer, Administrator  
CC: Files  
Date: 4/30/2021  
**Re: Item 5ii: Discussion and possible action re: Final Plat Approval for Kreekview Estates First Addition**

## **GENERAL INFORMATION**

**Petitioner:** Kreekview Properties LLC  
2300 Gervais Hills Dr  
Little Canada, MN 55117

**Owner:** Kreekview Properties LLC  
2300 Gervais Hills Dr  
Little Canada, MN 55117

**Survey Firm:** N/A

## **Action(s) Requested**

**Action 1:** Petitioner is requesting Final Plat Approval for a six unit Planned Unit Development. The proposal is categorized a first addition to the Kreekview Estates Development

## **BACKGROUND**

The Petitioner (Kreekview Properties LLC) is seeking final plat approval of a six-unit subdivision addition to Kreekview Estates. The development is located wholly within the Village of Osceola. The original Kreekview Estates subdivision included development of 20 common wall residential units located on Kreekview Drive. The subdivision also included Outlots 1, 2 and 3. Outlot 1 & 2 are to be deeded over to the Village as future road/open space while Outlot 3 was for future expansion. That expansion is now due for consideration.

## **Applicable Regulation(s)**

1. Chapter 218: Subdivision of Land and Stormwater Management within the Village of Osceola Municipal Code
2. Chapter 219: Zoning within the Village of Osceola Municipal Code



**Attachment(s)**

1. Proposed Final Kreekview Estates First Addition Plat
2. Final Developer Agreement
3. Applicable Neighborhood Covenants
4. Wisconsin Department of Administration Certification Letter

**ANALYSIS**

The process of splitting Outlot 3 into developable lots began prior to the Kreekview Estates subdivision. Part of this initial preparation work included the installation of sanitary and water laterals to each parcel. This work has already been completed and aligns with the proposed development. Additionally, the Kreekview Estates Development included the planned subdivision of these lots. Unfortunately, the final 2018 Developer Agreement did not include strong enough language allowing for the subdivision without additional approvals. The petitioner is seeking 2021 approvals to finish this process.

The development as proposed will include six common lot line developable units (lot 22-27) with a common driveway to be installed and protected on Outlot 2. Upon successful approvals, Outlots 2 & 3 will be deeded to the Village of Osceola. The Village has stated that Outlot 2 & 3 are for future roadway or Village uses. The proposed developer agreement and corresponding covenants provide adequate protections for future Village functions as well as required maintenance.

The developments stormwater control and grading has already been set and was installed prior to original platting. No changes to the proposed drainage patterns will occur. Wisconsin Department of Administration has reviewed the proposal and found it to be consistent with intent and is compliant. Attached is a determination letter. The petitioner intends to implement the privately funded improvements within 2021 and complete full residential buildout within 18-24 months.

From a review perspective, this development did not require as much fine tuning as the intent, grading and utilities are already in place. The development is consistent with land use and adjacent developments. As such, Village staff recommends approval of Item 5ii so long as all appropriate Developer Agreement sections are completed as required.

**RECOMMENDATION(S)**

Village staff and contracted professionals have reviewed the documentation and recommend approval to Item 5ii.

**CERTIFICATE OF VILLAGE TREASURER**  
STATE OF WISCONSIN  
POLK COUNTY

I, \_\_\_\_\_, being duly elected, qualified and acting Village Treasurer of the Village of Osceola, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments on any of the land included in the plat of KREEKVIEW FIRST ADDITION.

Date: \_\_\_\_\_  
Village Treasurer  
CERTIFICATE OF COUNTY TREASURER  
STATE OF WISCONSIN  
POLK COUNTY

I, \_\_\_\_\_, being duly elected, qualified and acting County Treasurer of the County of Polk, do hereby certify that the records in my office show no uncollected taxes and no unpaid taxes or unpaid special assessments as of \_\_\_\_\_ affecting the lands included in the plat of KREEKVIEW FIRST ADDITION.

Date: \_\_\_\_\_  
County Treasurer

**OWNER'S CERTIFICATE OF DESIGNATION**  
As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped and duplicated as represented on the plat. I also certify that this plat is required by 236.10 or 236.12 to be recorded in the office of the Village of Osceola for approval or objection.  
Department of Administration

WITNESS the hand and seal of said owner(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In presence of:  
\_\_\_\_\_  
Scott Zak, Chief Manager  
Kreekview Properties, LLC  
\_\_\_\_\_  
COUNTY  
STATE OF MINNESOTA

I personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the above named Scott Zak, Chief Manager of Kreekview Properties LLC, to me known to be the same person who executed the foregoing instrument and acknowledged the same.

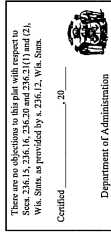
Minnesota  
Notary Public  
My commission expires \_\_\_\_\_

**VILLAGE BOARD RESOLUTION**  
Resolved that the plat of KREEKVIEW FIRST ADDITION in the Village of Osceola, Kreekview Properties, LLC, owner, is hereby approved by the Village Board of the Village of Osceola.

Date: \_\_\_\_\_  
Approval: \_\_\_\_\_  
Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Osceola.

Village Clerk



**KREEKVIEW FIRST ADDITION**  
"A PLANNED UNIT DEVELOPMENT"  
OF OUTLOT 2 AND OUTLOT 3, PLAT OF KREEKVIEW,  
RECORDED IN ENVELOPE #336B; DOCUMENT NO. 860715,LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼,  
SECTION 25, TOWNSHIP 33 NORTH, RANGE 19 WEST,  
VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN

RE: Parcel Numbers 165-00856-0002 and 165-00856-0003

**SURVEYOR'S CERTIFICATE:**  
I, the undersigned, being duly sworn, hereby certify that I have surveyed, divided and mapped the plat of KREEKVIEW FIRST ADDITION, being a "Planned Unit Development" of all of Outlot 2 and all of Outlot 3 of the plat of KREEKVIEW, located in the Southwest Quarter of Section 25, Township 33 North, Range 19 West, Village of Osceola, Polk County, Wisconsin.  
The subdivision shown on this plat by the direction of Kreekview Properties, LLC, containing 1.85 acres and described as follows:

Commencing at the West 1/4 Corner of said Section 25; thence S 01°17'29"W, along the west line of the said Section 25; thence N 89°59'22"E, along the north line of said Southwest 1/4 of the Southwest 1/4, 436.70 feet; thence S 36°16'31"E, 6.32 feet to the most northerly corner of Outlot 3 of the plat of KREEKVIEW, being the point of beginning;  
thence S 59°41'14"W, along the northerly line of said Outlot 3 and along the northwesterly line of said Outlot 2, 226.54 feet to the southwest corner of said Outlot 2;  
thence S 30°18'47"E, along the west line of said Outlot 2, 218.72 feet to the southwest corner of said Outlot 2 and the north line of a cut-to-see type curve of Kreekview Drive;  
thence S 30°18'47"E, along the south line of said Outlot 2, being a cut-to-see type curve equidistant to the north line of said Outlot 2, 94.25 feet along the south line of said Outlot 2, to the southwest corner of said Outlot 2, 84.85 feet to the end of said curve and to the southeast corner of said Outlot 2;  
thence N 30°18'47"W, along the east line of said Outlot 2, 36.13 feet to the southeast corner of said Outlot 2; thence N 122°29'00"W, along the south line of said Outlot 2, 24.22 feet to the southeast corner of said Outlot 2; thence N 36°16'31"W, along the northerly line of said Outlot 3, 284.39 feet to the point of beginning.

That said plat is a correct representation of all of the exterior boundaries of the land surveyed and the subdivision thereof made.  
That I have duly complied with the provisions of Chapter 236 of the Wisconsin Statutes, AE-7 of the Wisconsin Administrative Code and the subdivision regulations of the Village of Osceola in surveying, dividing and mapping the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

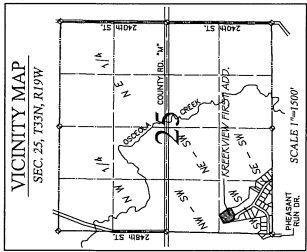
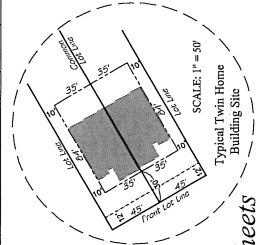
Carl W. Hietfeld, Professional Land Surveyor No. 1544

NOTE A: Outlot 2 is to be owned by the Village of Osceola, of which, Outlot 2 will be subject to an access easement for ingress and egress to Lots 22 thru 27 of this P.U.D. (Shown as a dot hatch)

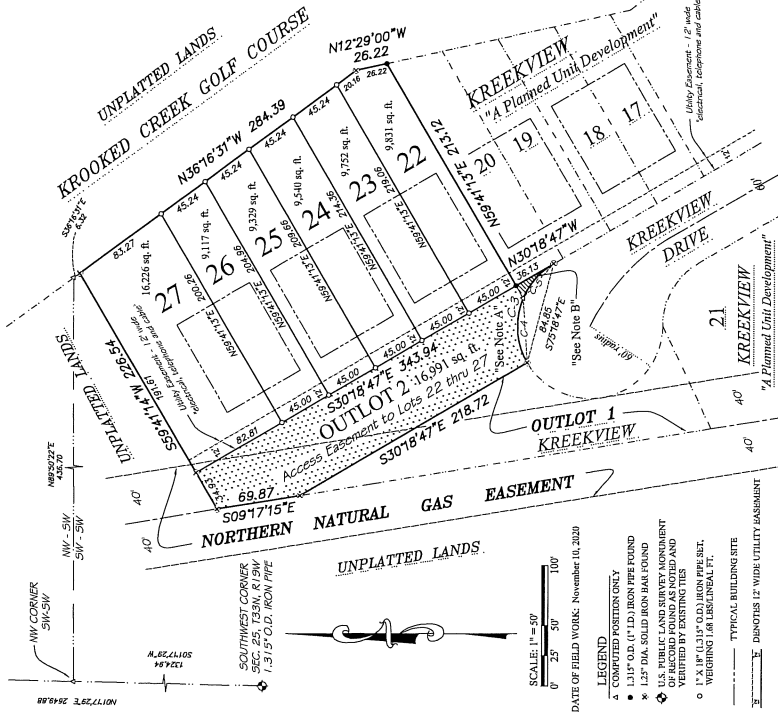
NOTE B: Outlot 2 is subject to an access easement to Lot 20 of the plat of KREEKVIEW for ingress and egress as recorded in Envelope #318B, Document No. 860715.  
Said easement is shown as a hatch on this plat and recorded on said plat of KREEKVIEW.

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT BEARING	TANGENT DISTANCES
C1	94.25	60.00	90°00'00"	S75°18'47"E	84.85	N59°41'14"E	330°18'47"E
C2	84.85	60.00	37°01'13"	S48°49'22"E	38.10	*****	*****



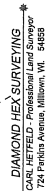
WEST 1/4 CORNER  
SEC. 25, T33N, R19W  
3.25" DIA. ALUMINUM CAP



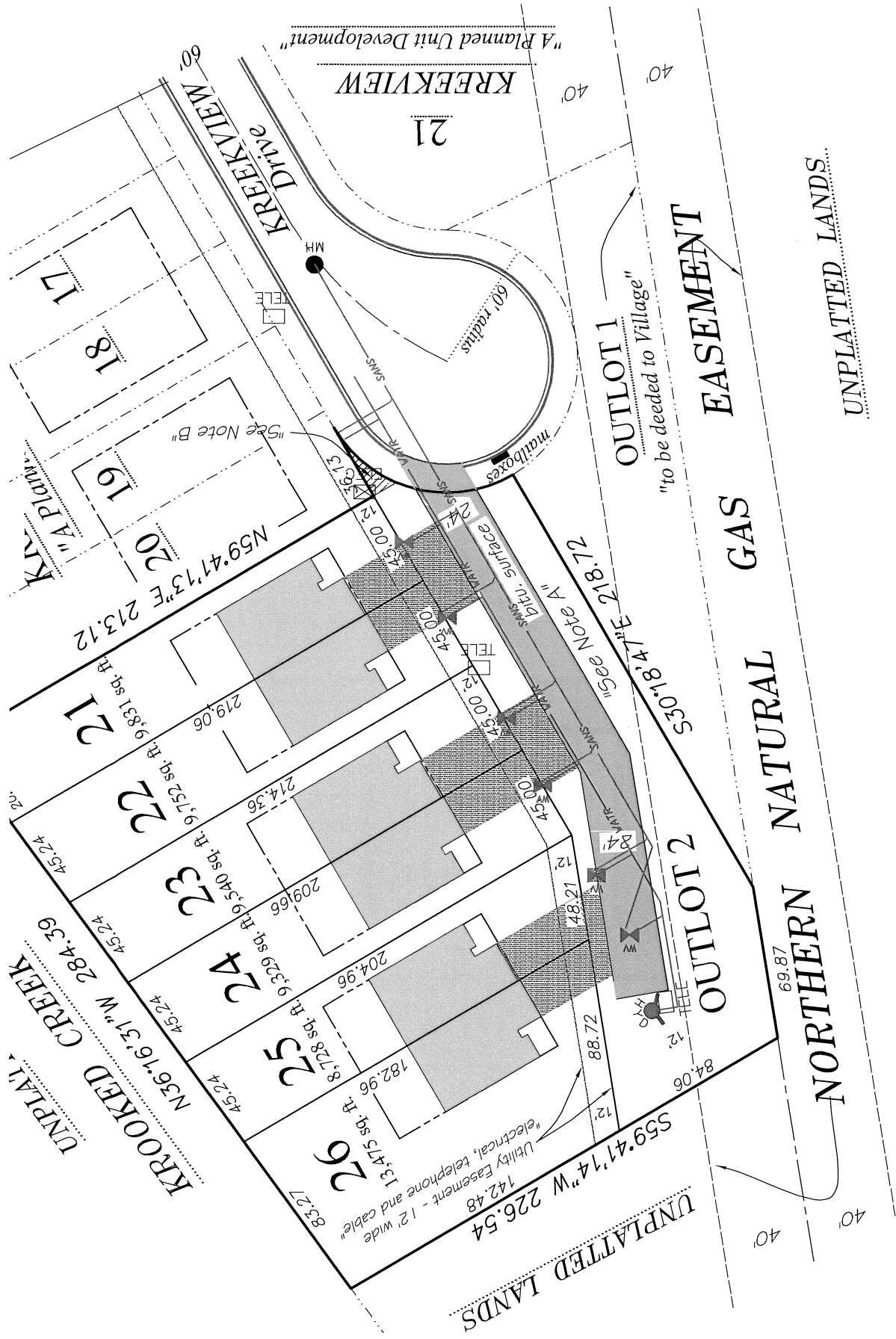
SCALE: 1" = 50'  
0' 25' 50' 100'

- LEGEND**
- △ COMPUTED POSITION ONLY
  - 1.25" O.D. (1" I.D.) IRON PIPE FOUND
  - \* 1.25" DIA. SOLID IRON BAR FOUND
  - ⊗ U.S. PUBLIC LAND SURVEY MONUMENT OF RECORD FOUND AS NOTED AND
  - 1.5" x 1.5" (3.18" OLD) IRON PIPE SET, WEIGHING 1.68 LBS/LIN.FT.
  - TYPICAL BUILDING SITE
  - ⊢ DIMENTS 12" WIDE UTILITY EASEMENT

**NOTE:**  
- ALL LOTS WILL BE SERVED BY PUBLIC SEWER AND WATER.  
- ALL DISTANCES SHOWN ARE IN FEET.



DIAMOND HEX SURVEYING  
Carl W. Hietfeld - Professional Land Surveyor  
224 Packer Avenue, Wausau, WI 54980



## **KREEKVIEW A PLANNED UNIT DEVELOPMENT PHASE II- DEVELOPMENT AGREEMENT**

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Village of Osceola, Wisconsin (the "Village") and Kreekview Properties, LLC (the "Developer").

WITNESSETH THAT:

WHEREAS, the Developer has made application to the Village for approval of a Planned Unit Development expansion located within the corporate limits of the Village described as follows:

Kreekview First Addition – A planned Unit Development (the “Project”);  
and

WHEREAS, the Project is located within Outlot 2 and Outlot 3 of the *PHEASANT RUN SECOND ADDITION* previously approved on April 5, 2018; and

WHEREAS, the Village has granted approval of Kreekview First Addition as a PUD subject to certain conditions; and

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

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

1. The Developer agrees to complete the Project in accordance with the conditions, requirements, and intent as established by this agreement, and the Exhibits noted above and all applicable federal, state and local laws and regulations.

2. Exhibits Incorporated by Reference. The following Exhibits are hereby incorporated by reference and made a part of this Agreement:

- A. Attached - Exhibit A: Plat
  - Approved Project plat as reviewed and accepted by the Village of Osceola
  
- B. Attached - Exhibit B: Declarations
  - Declaration of party wall and exterior maintenance and landscape covenants agreement
  - Maintenance agreement for shared access driveway placed on OUTLOT 2
  - Pheasant Run Phase 2 Platted as Kreekview – Development Agreement dated April 5, 2018. Incorporated as reference.
  - Executed Waiver and Consent to Imposition of Special Charges agreement
  - Kreekview First Addition improvement and development timeline

- Executed Waiver and Consent to Imposition of Special Assessments agreement
- C. Attached - Exhibit C: Village of Osceola approvals as dictated in meeting summary of proceedings
- D. Attached – Exhibit D: Other Local, State and partner approvals

3. Final Plat.

- A. Lots. The final plat shall contain 6 zero lot line twinhome lots, one outlet to be dedicated to the Village of Osceola (OUTLOT 1) and one outlet for the extension of a shared use private drive and further dedicated to the Village for the future extension of Kreekview Drive (OUTLOT 2).
- B. Setbacks and Lot Widths. In accordance with the submitted Certified Survey Map, the lot sizes and setback requirements shall be as follows:

Block & Lot	Area sqft (acre)	Lot Width	Front Yard	Side Yard Interior	Side Yard Attached Common Wall	Rear Yard	Floor Area Ratio
Lot 22	9,831 (0.226)	45.00'	30.00'	10.00'	0.00'	10.00'	TBD
Lot 23	9,752 (0.224)	45.00'	30.00'	10.00'	0.00'	10.00'	TBD
Lot 24	9,540 (0.219)	45.00'	30.00'	10.00'	0.00'	10.00'	TBD
Lot 25	9,329 (0.214)	45.00'	30.00'	10.00'	0.00'	10.00'	TBD
Lot 26	9,117 (0.209)	45.00'	30.00'	10.00'	0.00'	10.00'	TBD
Lot 27	16,229 (0.372)	45.00'	30.00'	10.00'	0.00'	10.00'	TBD
Outlot 1	15,118 (0.347)	Dedicated to Village of Osceola					
Outlot 2	16,991 (0.383)	Dedicated to Village as Kreekview Drive Extension					

3. Improvements.

A. Public Improvements

i) Outlot 2

- (a) Developer intends to improve Outlot 2 with a private use driveway servicing lots 22 through 27. Developer will assume all private driveway development costs including but not limited to subgrade, bituminous surface, sewer and water utility infrastructure improvements and landscape remediation. It is further understood that any future extension of Kreekview Drive onto Outlot 2 will be the sole cost of the Developer or the adjacent lots 22 through 27 as agreed upon between the two. Developer further agrees that any agreement pertaining to an extension of

Kreekview Drive will be recorded with the register of deeds on all properties impacted.

(b) Private Driveway shall be a bituminous surface with a width of 24 feet.

ii) The Developer shall execute a “Waiver and Consent to Imposition of Special Charges,” a form of which is contained in Exhibit B.

iii) The Developer shall execute a “Waiver and Consent to Imposition of Special Assessments” a form of which is contained in Exhibit B.

B. Assessment of Cost of Future Improvements. The Developer agrees, and future owners of the Project are hereby notified, that the costs incurred for any and all public improvements which may in the future serve or benefit the Project, including but not limited to the cost of installing a finished roadway extending Kreekview Drive within the first addition of Kreekview Development shall be assessed to the benefiting property pursuant to Wisconsin Statutes Chapter 66 and Village Code Chapter 83, as applicable.

D. Notice to Proceed. No work on any improvements shall commence until the Village has issued a notice to proceed.

4. Liability for Defects. If the Developer installs the improvements, neither the Village review and approval of plans and specifications nor observations during construction shall relieve the Developer or the Developer’s 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).

5. Default. In the event the Developer defaults in any of the terms and conditions of this Agreement, the Village, at its option, may complete or correct the work in accordance with the conditions of this Agreement, and thereupon assess all costs incurred thereby, and not otherwise paid by the Developer, against the property within the Project. The Developer hereby waives all procedural and substantive objections to such work and such assessments.

8. 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.

7. 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.

8. Final Approval. After the Developer has completed the Project to the satisfaction of the Village and all material terms of this Agreement have been performed, the Village shall give final approval and release of the applicable provisions of this Agreement to the Developer, in writing and in recordable form, if so requested by the Developer.

9. Transferability. This Agreement is not transferable without the prior written consent of the Village.

10. Recording. This Agreement shall be recorded so as to give notice hereof to subsequent purchasers and lienholders of and against all or any part of the Project area, and the Developer shall pay all recording fees.

11. Documents. The Developer agrees to provide the Village with an executed copy of any homeowners' association documents and/or any restrictive covenants applicable to the Project at any time.

12. 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.

13. Contact Information.

**Village**

Village of Osceola  
310 Chieftain Street  
PO Box 217  
Osceola WI 54020

O (715) 294-3498  
F (715) 294-2210

[www.vil.osceola.wi.us](http://www.vil.osceola.wi.us)

**Developer**

Kreekview Estates LLC  
2300 Gervais Hills Dr  
Little Canada, MN 55117

O (763) 442-2541

WHEREFORE, the parties have caused this Agreement to be executed as of the date first above written.

Village:

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Village Clerk

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public within and for said County, personally appeared Village President, \_\_\_\_\_ and Village Clerk, \_\_\_\_\_, to me personally known, who being each by me duly sworn did say that they are respectively the President and Village Clerk of the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its Village Board, and said Village President, \_\_\_\_\_ and Village Clerk, \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires



Developer:

Kreekview Properties, LLC

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

Name:

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

Name:

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WASHINGTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he is the Owner of Kreekview Properties, LLC, named in the foregoing instrument, and that said instrument was signed by authority of its corporate body, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporate body.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

THIS INSTRUMENT WAS DRAFTED BY:

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

KREEKVIEW TOWNHOMES  
A PLANNED UNIT DEVELOPMENT

DECLARATION

This Declaration is made in the County of Polk, State of Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Kreekview Properties, L.L.C., a Minnesota Limited Liability Company (the “Declarant”), for the purpose of creating Phase II of Kreekview Townhomes, a planned unit development.

WHEREAS, Declarant is the owner of certain real property located in Polk County, Wisconsin, legally described in Exhibit A attached hereto, together with any improvements located thereon (collectively the “Property”).

WHEREAS, Declarant desires to establish on the Property, a plan for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the structural quality, and the original architectural and aesthetic character, of the Property, and

THEREFORE, Declarant makes the Declaration as a planned unit development under the name “Kreekview Townhomes”, initially consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1

DEFINITIONS

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

1.1 “Association” shall mean the Phase II of Kreekview Townhomes Association whose members consist of all Owners as defined herein.

1.2 “Board” shall mean the Board of Directors of the Association as provided for in the By-Laws.

1.3 “By-Laws” shall mean the By-Laws governing the operation of the Association, as amended from time to time.

1.4 “Common Area” shall generally include private roadways (as shown on the Plat).

1.5 “Common Expenses” shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation allocations to reserves and those items specifically identified as Common Expenses in

the Declaration or By-Laws, the expenses of administration, the cost of insurance the Association maintains, and the operation, maintenance; repair, replacement, landscaping, and plowing and removal of snow from the Common Area; the cost of real estate taxes and special assessments levied against the Associations interest in any portion of the Common Areas; the cost of performing any obligations under any easements recorded against the Property; the cost of performing the Associations obligations under this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all Owners.

1.6 “Dwelling” shall mean a part of a building consisting of one or more floors, designed and intended for occupancy as a single family residence, and located within the boundaries of a Unit. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located.

1.7 “Eligible Mortgagee” shall mean any Person owning a mortgage on any Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.8 “Governing Documents” shall mean this Declaration and the By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.9 “Member” shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.

1.10 “Occupant” shall mean any person or persons, other than an Owner, in possession of or residing in a Unit.

1.11 “Owner” shall mean a Person who owns a Unit, but excluding land contract vendors, mortgagees and other secured parties. The term “Owner” includes, without limitation, land contract vendees and holders of a life estate.

1.12 “Party Wall” shall mean the shared wall between two Dwellings.

1.13 “Person” shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

1.14 “Plat” shall mean the recorded plat depicting the Property including any amended or supplemental Plat recorded from time to time.

1.15 “Property” shall mean all of the real property submitted to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property as of the date of this Declaration is legally described in Exhibit A attached hereto.

1.16 “Rules and Regulations” shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 4.6.

1.17 “Unit” shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as shown on the Plat, including all improvements thereon.

## SECTION 2

### DESCRIPTION UNITS AND APPURTENANCES

2.1 Units. There are six (6) Units, all of which are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference, and a schedule of Units is set forth on Exhibit A. The Unit identifier for a Unit shall be its Unit numbers and the subdivision name.

2.2 Utility and Maintenance Easements. Each Unit shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Units, and for maintenance, repair and replacement as described in Section 12.

2.3 Declarant’s Easements. Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 14.5.

2.4 Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.5 Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration. Each Owner and Occupant shall have the non-exclusive right and easement to use and enjoy the Common Areas in common with other Owners and Occupants. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Unit and be subject to this Declaration and By-Laws.

2.6 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property; subject to the Declaration and the right of the Association to establish and enforce reasonable Rules and Regulations governing the use of the Property.

## SECTION 3

### ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions:

3.1 Membership. Each Owner shall be a member of the Association by virtue of Unit ownership, and the membership shall be transferred with the conveyance of the Owner’s interest in the Unit. An Owner’s membership shall terminate when the Owner’s ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be members of the

Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

3.2 Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Units; except that special allocations of Common Expenses shall be permitted as provided in Section 5.1.

3.3 Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 3.2. Said rights, obligations and interests, and the title to the Units, shall not be separated or conveyed separately. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents.

3.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association; provided, that if there are multiple Owners of a Unit, only a single Owner or other Person designated pursuant to the provisions of the By-Laws may cast such vote. The voting, rights of Owners are more fully described in Section 3 of the By-Laws.

3.5 Dedication of Common Area. The Association may dedicate portions of or the entirety of the Common Area to the local, state or federal governmental or quasi-governmental entity.

## SECTION 4

### ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

4.1 General. The operation and administration of the Association and the Property shall be governed by the Governing Documents and the Rules and Regulations. The Association shall have all powers described in the Governing Documents. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

4.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations and (ii) reserving the value and architectural uniformity and character of the Property.

4.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting, rights established by the Governing Documents shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

4.4 By-Laws. The Association shall have By-Laws. The By-Laws and any amendments thereto shall govern the operation and administration of the Association.

4.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents; provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

4.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

4.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

## SECTION 5

### ASSESSMENTS FOR COMMON EXPENSES

5.1 General. Assessments for Common Expenses shall be determined and assessed against the Units by the Board, in its discretion; subject to the limitations set forth in Sections 5.2 and 5.3, and the requirements of the By-Laws. Assessments for Common Expenses shall include annual assessments and may include special assessments. No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or any other means Owner may not withhold payment of annual or special assessments or reduce the amount of the Owner's payments as a set-off against claims which the Owner asserts against the Association. Assessments shall be allocated among the Units according to the Common Expense allocations set forth in Section 3.2., subject to the following qualifications:

a. Reasonable attorneys' fees and other costs of incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of the Governing Documents or the Rules and Regulations, against an owner or Occupant or their guests, may be assessed against that Owner's Unit.

b. Fees, charges, late charges, fines and interest may be assessed as provided in Section 13.

c. Assessments to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.

d. If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days' written notice of the Owner, declare the entire amount of the assessment immediately due and payable in full.

e. If Common Expense liabilities are reallocated for any purpose, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

f. Assessments under Subsections 5.1. a-e shall not be considered special assessments as described in Section 5.3.

5.2 Annual Assessments. Annual assessments shall be established and levied by the Board, subject only to the limitations set forth in Section 5.2 and 5.3. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual assessments shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance.

a. Until a Common Expense assessment is levied, Declarant shall pay all accrued expenses of the common interest community.

b. After a Common Expense assessment is levied, the annual assessment may be subsequently increased by the Board, subject to Section 5.2.c.

c. Until the termination of the period of Declarant control described in Section 14.7, the increase in the annual assessment for any year shall not exceed the greater of (i) the increase in the U.S. Department of Labor Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items for the prior year; or (ii) 5% of the total annual assessment for the Association's previous fiscal year, unless such increase is approved by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days nor more than 30 days in advance of the meeting.

5.3 Special Assessments. In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Units for the purpose of defraying in whole or in part (i) the cost of any foreseen or unbudgeted Common Expense, (ii) general or specific reserves for maintenance, repair or replacement, and (iii) the maintenance, repair or replacement of any part of the Property, and any fixtures or other property related thereto. Notwithstanding the foregoing, any special assessment shall be subject to approval by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days nor more than 30 days in advance of the meeting.

5.4 Working Capital Fund. Declarant shall establish a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services during the period when

Declarant is conducting its sales activities. There shall be contributed on a one-time basis for each Unit sold by Declarant an amount equal to two (2) months installments of the estimated Common Expense assessment for the Unit being conveyed. The contribution to the working capital fund may be paid either at the time of closing of sale of the Unit or when control of the Association is transferred to the Owners upon termination of the period of Declarant control. The amounts paid into this fund are in addition to the regular monthly installments of assessments. The funds shall be deposited into the Association's account, and Declarant may not use the funds to defray any of its expenses, reserve contributions, or construction costs, or to make up any budget deficit while Declarant is in control of the Association. However, upon closing, of an unsold Unit Declarant may reimburse itself from funds collected at the closing for funds which it contributed to the working capital fund with respect to that Unit.

5.5 Liability of Owners for Assessments. The obligation of an Owner to pay assessments shall commence at the later of (i) the time at which the Owner acquires title to the Unit, or (ii) the due date of the first assessment levied by the Board, subject to the alternative assessment program described in Section 5.6. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of his or her share of Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents. The Association may invoke the charges, sanctions and remedies set forth in Section 13, in addition to any remedies provided elsewhere in the Governing Documents, the Rules and Regulations, or by law, for the purpose of enforcing its rights hereunder.

5.6 Declarant's Alternative Assessment Program. The following alternative assessment program is established. Notwithstanding, anything to the contrary in this Section 5, if a Common Expense assessment has been levied, any Unit owned by Declarant for initial sale shall be assessed at the rate of 25 % of the assessment levied on other Units of the same type until a certificate of occupancy has been issued with respect to the Declarant's Unit by the municipality in which the Unit is located. This reduced assessment shall apply to each Unit owned by Declarant at the time that the Unit is created, and shall continue with respect to the Unit until the certificate of occupancy is issued for that Unit. There are no assurances that this alternative assessment program will have no effect on the level of services for items set forth in the Association's budget.

5.7 Assessment Lien. The Association has a lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment hereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens, and are enforceable as assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required.

5.8 Foreclosure of Lien; Remedies. A lien for Common Expenses may be foreclosed against a Unit under the laws of the State of Wisconsin by action as a lien under a mortgage. The



Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit.

5.9 Lien Priority; Foreclosure. A lien under this Section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding the foregoing, if (i) a first mortgage on a Unit is foreclosed, and (ii) no Owner redeems during the Owner's period of redemption, then the holder of the sheriff's deed from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

5.10 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any unpaid assessments and other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such assessments shall remain against the Unit until satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid assessments against the Unit, including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

5.11 Exempt Property. Common Areas shall be exempt from payment of: any assessments under this Section 5 and any Common Expenses.

## SECTION 6

### RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

6.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

a. Any Owner selling their interest in a Unit must have the Person acquiring the interest sign the Agreement on Exhibit B which ensures the new owner is aware their Unit is subject to this Declaration and related Governing Documents.

6.2 Subdivision Prohibited. No Unit may be subdivided or partitioned without the prior written approval of all Owners in the Association and all secured parties holding first mortgages on the Units.

6.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 6.4. Any lease of a Unit, except for occupancy by guests with the consent of the Owner for a period of less than 7 days, or any occupancy which includes any services customarily given to hotel guests, shall be presumed to be for transient purposes.

6.4 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit; except (i) an Owner or Occupant residing in a Unit may keep and maintain his or her business or professional records in such Unit and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Unit and do not involve any observable business activity such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Unit by customers or employees and (ii) the Association may maintain offices on the Property for management and related purposes.

6.5 Leasing. Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Unit shall be leased for transient or hotel purposes, (ii) that no Unit may be subleased or assigned, (iii) that all leases shall be in writing, and (iv) that all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents and the Rules and Regulations, and (v) that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section.

6.6 Parking and Storage. Garages and parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized in writing by the Association. The use of garages, driveways and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property. In no event shall recreational vehicles, including but not limited to golf carts, trailers, ATVs or campers, be parked outside a Unit. Outdoor storage shall not be allowed.

6.7 Animals. Unit Owners shall be allowed to keep up to two (2) cats, or one (1) dog and one (1) cat per Unit or subject to a combined weight limit of fifty (50) pounds, two (2) dogs per Unit. No Rottweilers or Pit Bulls shall be allowed. Animals shall be carried or kept on a leash at all times when not in a Unit. In addition to cats and dogs, small animals that are kept in a cage

or tank may also be permitted with Association approval. All animals shall not unreasonably disturb other Unit residents. All animals must be registered with the Association and owners of animals shall be liable for damage caused by their animals. Kennels shall be kept inside their respective Owner's Unit. Unit Owners are responsible for the immediate cleanup of their animals regardless of the circumstances. All dogs must be licensed by the Village of Osceola.

6.8 Quiet Enjoyment: Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by other Owners and Occupants and their guests. There shall be no fire pits or outside storage except grills and patio furniture.

6.9 Compliance with Law. No use shall be made of the Property which would violate any then existing, municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

6.10 Alterations. Except for those made by Declarant in consideration of its initial sale of a Unit, no alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "alterations") shall be made, or caused or allowed to be made, by any Owner or Occupant, or their guests, which is visible from the exterior of the Unit, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8. The Board, or the appointed committee if so authorized by the Board, shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied. Outbuildings shall not be allowed. In no event shall alterations, changes, improvements, repairs or replacements of any type that might affect the structural integrity of a party walls shall be made to a party wall. Alterations, additions or improvements to the Common Areas may be made only pursuant to action of the Board. The cost of any such alterations, additions or improvements to Common Areas shall be charged to all Owners of Units in equal amounts for each Unit.

6.11 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

6.12 Antennae and Communication Disks. There shall be no exterior antennae or any communication disk which exceeds 18 inches in diameter.

6.13 Fencing. No exterior fencing shall be constructed without the approval of the Association.

## SECTION 7

### ARCHITECTURAL CONTROL

7.1 Restrictions on Alterations. The following restrictions and requirements shall apply to alterations on the Property:

a. Except landscaping within two feet of a Unit, not to include a garden, and except as expressly provided in this Section 7, and except for alterations made by Declarant in consideration of its initial sale of a Unit, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, garden, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling, or any other part of a Unit which is visible from the exterior of the Unit (collectively referred to as “alterations”), shall be commenced, erected or maintained in a Unit, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board of Directors or a committee appointed by it. Notwithstanding the foregoing, Declarant’s written consent shall also be required for alterations until Declarant no longer owns any Unit.

b. The criteria for approval shall include and require, at a minimum, (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography, (ii) comparable or better quality of materials as used in existing improvements, (iii) ease of maintenance and repair, (iv) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations, and (v) compliance with governmental laws, codes and regulations.

c. Alterations described in Section 15 shall be governed by that Section.

7.2 Review Procedures. The following procedures shall govern requests for alterations under this Section:

a. Detailed plans, specifications and related information regarding any proposed alteration, in form and content acceptable to the Board of Directors, shall be submitted to the Board of Directors at least sixty (60) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.

b. The Board of Directors shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within sixty (60) days after receipt of said plans and specifications and all other information requested by the Board of Directors, then approval will not be required, and this Section shall be deemed to have been fully complied with so long as the alterations are done in accordance with the plans, specifications and related information which were submitted.

c. If no request for approval is submitted, approval is denied, unless (i) the alterations are reasonably visible and (ii) no written notice of the violation has been given to the Owner in whose Unit the alterations are made, by the Association or another Owner, within six months following the date of completion of the alterations. Notice may be direct written notice or the commencement of legal action by the Association or an Owner. The Owner of the Unit in which the alterations are made shall have the burden of proof, by clear and convincing evidence, that the alterations were completed and reasonably visible for at least six months following completion and that the notice was not given.

7.3 Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Unit and to restore any part of the Dwelling or Unit to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit.

## SECTION 8

### MAINTENANCE

8.1 Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") as provided for in this Section 8. In addition, for the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for exterior maintenance upon the Dwelling in each Unit that is subject to assessment as follows: paint and replace roofs, gutters, downspouts, decks, garage doors, windows, and exterior siding and other building surfaces, (ii) provide for snow removal and lawn, shrub and tree maintenance on all Units, except for watering; (iii) provide for maintenance, repair, replacement, and snow removal and plowing of all Common Areas. No Owner or Occupant shall remove a tree without the Association's consent except a tree may be removed without the Association's consent if removal is required for safety reasons. The Association's obligations shall exclude patios, entry doors, door hardware, air conditioning equipment, glass and window frames, foundations and foundation walls, structural members and any other items not specifically referred to in this Section, unless otherwise approved under Section 8.2. The Association shall have easements as described in Section 12 to perform its obligations under this Section 8. Unless otherwise stated, costs associated with maintenance are Common Expenses.

8.2 Optional Maintenance by Association. In addition to the maintenance described in this Section the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior maintenance to the Units or Dwellings, or maintenance of water and sewer systems within the Units.

8.3 Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 8.1 and 8.2, all maintenance of the Dwellings and Units shall be the sole responsibility and expense of the Owners thereof. However, the Owners and Occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof.

8.4 Damage Caused by Owner. Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property

is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon any Unit to do so), and the cost thereof may be assessed against the Unit of the Owner responsible for the damage. In the case of party walls between Dwellings, the Owners of the affected Dwellings shall be liable as provided in Section 9.

## SECTION 9

### PARTY WALLS

9.1 General Rules of Law to Apply. Each Dwelling wall built as part of the original construction of the Dwelling and located on the boundary line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. Notwithstanding the foregoing, two adjacent Units may be connected with a by pass door which shall not effect the structural integrity of the party wall.

9.2 Repair and Maintenance. The Owners of the Units which share the party wall shall be responsible for the maintenance repair and replacement of party wall in proportion with their use; provided (i) that any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or Occupant sharing such party wall shall be paid for by such Owner, and (ii) that the Association may contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Owners for their respective shares of the cost to the extent not covered by insurance.

9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may, with the consent of the Association, restore it within 6 months, and the other Owner shall promptly reimburse the Owner who restored the wall for his or her share of the cost of restoration thereof; provided, however, that the cost of restoration resulting from destruction or other casualty resulting from the acts or omissions of certain Owners shall be the financial responsibility of such Owners, and the Association may assess the responsible Owners for their share of the costs, without prejudice to the right of an Owner to recover a larger contribution from the other Owner. Insurance claims shall be made promptly following any casualty.

9.4 Weatherproofing. Notwithstanding any other provision of this Section, any Owner who, by his negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of the repairs necessary for protection against such elements.

9.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Unit and shall pass to such Owner's assign and successors in title.

9.6 Arbitration. In the event of any dispute arising concerning a party wall, and if the same is not resolved within thirty (30) days of the event causing the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association, upon the

written demand of the Association or any Owner whose Dwelling shares the party wall. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved. The fees of the arbitrators shall be shared equally by the parties, but each party shall pay its own attorney fees or other costs to prove its case.

## SECTION 10

### INSURANCE

10.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Wisconsin, as follows;

a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property and improvements in Common Areas and the required maintenance and repair found in Section 8, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, insurer or servicer, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect.

b. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit.

c. Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, manager, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to the purchase or financing of a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing of a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate

assessments on all Units plus reserves . An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

- d. Workers' Compensation insurance as required by law.
- e. Directors and officer's liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.
- f. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

10.2 Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as a Common Expense. The insurance need not cover improvements and betterments to the Units installed by Owners, but if improvements and betterments are covered, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to a Unit: (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.

10.3 Loss Payee, Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the owners and secured parties, including Eligible Mortgagees, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

10.4 Waivers of Subrogation. All policies of insurance shall contain waivers of subrogation by the insurer against the Association, or an Owner, members of the Owner's household, officers or directors, as applicable, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.

10.5 Cancellation Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least 30 days' prior written notice to the Association, to the FHA or FNMA (if applicable), all of the insureds and all Eligible Mortgagees.

10.6 Restoration in Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any Insurance Trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

10.7 No Contribution. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same



property, and may not be brought into contribution with any insurance purchased by Owners or their Eligible Mortgagees.

10.8 Effect of Acts Not Within Association's Control. All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

10.9 Owner's Insurance. Each Owner shall obtain insurance coverage at his or her own expense covering fire and other casualty to the Unit and the Unit Owner's personal property or personal liability, in amount not less than \$300,000. All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association. Each Owner shall provide the Association with proof of insurance.

## SECTION 11

### RECONSTRUCTION, CONDEMNATION, EMINENT DOMAIN AND GOVERNMENT ASSESSMENT

11.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage or destruction thereof shall be governed by the Association. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved. The Association shall have all authority necessary to cause the Property to be reconstructed including without limitation the authority (i) to require the Owners to enter into reconstruction contracts on their respective Units, or (ii) to contract for the reconstruction of the Units on behalf of the Owners. Notice of substantial damage or destruction shall be given pursuant to Section 16.9.

11.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the laws of the State of Wisconsin shall govern; provided that notice shall be given pursuant to Section 16.9. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Governing Documents, as their interests may appear.

11.3 Notice. All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property, and the Association shall give written notice thereof to an Eligible Mortgagee pursuant to Section 16.

11.4 Assessments. Each Owner shall be responsible for any assessments for public improvements levied by the City of St. Croix Falls or its successor in interest on that Owner's Unit.

## SECTION 12

### EASEMENTS

12.1 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Units to the extent necessary to fulfill the Association's obligations under the Governing Documents.

12.2 Utilities Easements. The Property shall be subject to non-exclusive, appurtenant easements for all utilities, including but not limited to electric, gas, phone, cable, water and sewer, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to a non-exclusive easement in favor of the other Units for all such services, including without limitation any sewer or water lines servicing other Units. Each Unit shall also be subject to an exclusive easement in favor of the Association and all utilities companies providing service to the Units for the installation and maintenance of utilities metering devices.

12.3 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or recorded and shall include reasonable access to the easement areas through the Units for purposes of maintenance, repair, replacement and reconstruction.

## SECTION 13

### COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the laws of the State of Wisconsin, the ordinances of the Village of Osceola and its successor in interest, the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments thereto as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies, authorized elsewhere by the Governing Documents and the laws of the State of Wisconsin, the ordinances of the Village of Osceola and its successor in interest.

13.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, or the decisions of the Association. However, no Owner may withhold any assessments payable to the Association, or take (or omit) other action in violation of the Governing Documents or the Rules and Regulations, as a measure to enforce such Owner's position, or for any other reason.

13.2 Sanctions and Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to

implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents or the Rules and Regulations:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose late charges of up to the greater of \$20, or 15 % of the amount due, for each past due assessment or installment thereof, and interest at up to the highest rate permitted by law.
- c. In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation.
- e. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided for the foreclosure of mortgages by action in the state of Wisconsin.

13.3 Lien for Charges, Penalties, Etc. Any assessments, charges, fines, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as assessments under Section 5. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which hearing is held until the Board gives written notice following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the right to pursue any others.

13.4 Costs of Proceeding and Attorney's Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorney's fees, and interest, at the highest rate allowed by law, on the delinquent amounts owed to the Association.

13.5 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

13.6 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents or the Rules and Regulations.

## SECTION 14

### SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special declarant rights for as long as it owns a Unit, or for such shorter period as may be specifically indicated:

14.1 Complete Improvements. To complete all the Units and other improvements indicated on the Plat, or otherwise included in Declarant's development plans or allowed by the Declaration, and to make alterations in the Units to accommodate its sales facilities;

14.2 Relocate Boundaries and Alter Units. To relocate boundaries between Units and to other-wise alter Units owned by it;

14.3 Sales Facilities. To construct, operate and maintain a sales office, management office, model Units and other development, sales and rental facilities and any Units owned by Declarant from time to time, located anywhere on the Property.

14.4 Signs. To erect and maintain signs and other sales displays offering the Units for sale or lease, in or on any Unit owned by Declarant and around the Property;

14.5 Easements. To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Property for the purpose of exercising its special declarant rights;

14.6 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Declarant , (ii) an Association meeting which shall be held within 60 days after conveyance to Owners other than a Declarant of 75 % of the total number of Units authorized to be included in the Property or (iii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other than a Declarant. Notwithstanding the foregoing, the Owners other than a Declarant shall have the right to nominate and elect not less than 33 1/3% of the directors at a meeting of the Owners which shall be held within 60 days following the conveyance by Declarant of 50% of the total number of Units authorized to be included in the Property.

14.7 Consent to Certain Amendments. As long as Declarant owns any unsold Unit for sale, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects or may affect Declarant's rights under the Governing Documents.

## SECTION 15

### AMENDMENTS

This Declaration may be amended by the consent of (i) Owners of Units to which are allocated at least sixty-seven percent (67%) of the votes in the Association, (ii) the percentage of Eligible Mortgagees (based upon one vote per first mortgage owned) required by Section 16 as to matters prescribed by said Section and (iii) the consent of Declarant to certain amendments as provided in Section 14.7. Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the By-Laws. Consents of Eligible Mortgagees and the Declarant shall be in writing. The Amendment shall be effective when recorded. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

## SECTION 16

### RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of any other laws, Eligible Mortgagees shall have the following rights and protections:

16.1 Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required for any amendment to the Governing Documents which causes any change in voting rights.

16.2 Consent to Subdivision. No Unit may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and the Association.

16.3 No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.

16.4 Priority of Lien. Any holder of a first mortgage on a Unit or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first mortgage holder or purchaser; (i) except as provided in Section 5.7 and (ii) except that any unpaid assessments or charges with respect to the Unit may be reallocated among all Units.

16.5 Priority of Taxes and Other Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

16.6 Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the

Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking, of the Unit. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

16.7 Requirements Management Agreements. The term of any agreement for professional management of the Property may not exceed two (2) years. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party, (i) with cause upon thirty (30) days prior written notice, and (ii) without cause upon ninety (90) days prior written notice.

16.8 Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by FNMA or any institutional guarantor or insurer of a mortgage loan, against a Unit, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made and deliver a copy to the requesting party.

16.9 Notice Requirements. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

- a. a condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;
- b. a 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which it holds a mortgage;
- c. a lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- d. a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

## SECTION 17

### MISCELLANEOUS

17.1 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits.

17.2 Construction. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa.

17.3 Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

17.4 Notices. Unless specifically provided otherwise in the Governing Documents or the law of the State of Wisconsin, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, email, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 of the ByLaws shall be effective upon receipt by the Association.

17.5 Conflicts Among Documents. In the event of any conflict among the provision of the Declaration, the By-Laws or any Rules or Regulations approved by the Association, the Declaration shall control. As among the By-Laws and Rules and Regulations, the By-Laws shall control.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth above.

**Kreekview Properties, LLC**

\_\_\_\_\_  
By: Scott A. Zak  
Its: Member

\_\_\_\_\_  
By: Kevin Garland  
Its: Member

STATE OF MINNESOTA   )  
                                      ) ss  
COUNTY OF ANOKA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above named Scott A. Zak and Kevin Garland to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, Anoka County, Minnesota  
My commission expires: \_\_\_\_\_

This instrument was drafted by:

Taft Stettinius & Hollister (PJL)  
2200 IDS Center  
80 South Eight Street  
Minneapolis, MN 55402  
612-977-8400



**EXHIBIT A**  
**KREEKVIEW LEGAL DESCRIPTION AND PLAT**

**EXHIBIT B**  
**AGREEMENT**



TONY EVERS  
GOVERNOR  
JOEL BRENNAN  
SECRETARY

Plat Review  
101 E Wilson St FL 9, Madison WI 53703  
PO Box 1645, Madison WI 53701  
E-mail: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
<https://doa.wi.gov/platreview>

March 11, 2021

**0021**  
PERMANENT FILE NO. 28361

CARL W. HETFELD  
DIAMOND HEX SURVEYING  
724 PARKINS AVE  
MILLTOWN WI 54858

Subject: KREEKVIEW FIRST ADDITION  
SW1/4 S25 T33N R19W  
VILLAGE OF OSCEOLA, POLK COUNTY

Dear Mr. Hetfeld:

You have submitted KREEKVIEW FIRST ADDITION for review. The Department of Administration does not object to the final plat bearing the March 3, 2021 revision date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.

**DEPARTMENT OF ADMINISTRATION COMMENTS:**

The Department of Administration has no conditions for this plat.

- s. 236.16 (1) Lots in counties having more than 40,000 population are required to be no less than 50' in width and 6,000 square feet in area; except "In municipalities, towns and counties adopting SUBDIVISION CONTROL ORDINANCES under s. 236.45, minimum lot width and area may be reduced to dimensions authorized under such ORDINANCES if the lots are served by public sewers." Most of the lots in this subdivision are less than 50' in width. We are aware that Village of Osceola PUD ordinance allows for the lot widths as shown on the plat.
- s. 236.20 (4) (d) This section provides that lots shall have direct access to a public street unless otherwise permitted by local ordinance. Access to lots in this subdivision is via easement over Outlot 2 within this subdivision. We are aware that Village of Osceola PUD ordinance allows for the lot access by easement as shown on the plat.
- s. 236.20 (2) (e) The department does herewith waive the strict requirements of this section as provided for by s. 236.20 (L), and does accept the outlot numbering as shown on the plat. The boundary of Outlot 2 of the plat of Kreekview as included in this subdivision is unchanged; renumbering the outlot to comply with this section may cause confusion.

NOTE TO SURVEYOR: You must sign, date and seal the plat prior to final approval and recording.

The plat shall be presented to the Village Board for final approval and signing. The Village, during its review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

Any changes to the plat involving details checked by this Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below.

Sincerely,



Renée M. Powers, PLS  
Plat Review  
Email: plat.review@wi.gov

Enc: Recordable Document

cc: Scott Zak, Owner  
Clerk, Village of Osceola  
Register of Deeds  
WCWRPC

ORIGINAL RECEIVED FROM SURVEYOR ON 02/04/2021; REVIEWED ON 03/02/2021  
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 03/04/2021



# Memo

To: Village Board Members  
 From: Todd Waters, Public Works Coordinator  
 CC: Fran Duncanson  
 Date: May 11, 2021  
 Re: **Item 7e Approve Public Works Mowing RFQ**

## GENERAL INFORMATION

### Background

The 2021 Public Works Parks maintenance budget has a planned allowance total of \$15,000 for grounds contracted maintenance services that include mowing for specified spaces outlined in the RFQ. We received 2 quotes total from contractors by the time of closing on April 23<sup>rd</sup>, 2021. Attached are copies of each mower RFQ.

BID Number	Company	Bid Quote
1	Lakefront Lawn Mowing	\$9,830.00
2	Jagusch Lawn Care	\$12,204.00

After reviewing the bids, Public Works determined that both contractors met the criteria of the RFQ. While both met the criteria of the RFQ, thoughtful consideration has been taken into account for what each contractor can provide in the way of staffing, equipment and services to complete the mowing bid.

Maint. Budget	Description	Budget
100-21-55200-361-000	Grounds Maintenance	\$15,000.00

### Action(s) Requested

**Action 1:** At this time staff is respectfully requesting that the Village Board approve the budgeted maintenance expenditure for the mowing contract.

### Attachment(s)

1. RFQ Documentation

## RECOMMENDATION(S)

Listing the considerations above, I am recommending that Jagusch Lawn Care be awarded the mowing bid. Village Staff recommend approval of Item 7e as stated.

**VILLAGE OF OSCEOLA - BID FORM**

Mark Envelope: 2021 PARK MOWING

To the Public Works Coordinator:

The Subscriber hereby proposes to furnish the following hereinafter named, in accordance with the provisions of the bidding document of which this forms a part:

Location		Total price per location May 17 - September 30	Price per additional mowing(s) after September 30
A	Gateway Park	510. <sup>00</sup>	62. <sup>00</sup>
B	CTH M detention basin	618. <sup>00</sup>	124. <sup>00</sup>
C	Industrial Park lot	567. <sup>00</sup>	114. <sup>00</sup>
D	Smith Park	1319. <sup>00</sup>	83. <sup>00</sup>
E	Smith Ave. lot	481. <sup>00</sup>	30. <sup>00</sup>
F	Oakey Park	4944. <sup>00</sup>	309. <sup>00</sup>
G	Education Ave r-o-w and area of Schillberg park north of canteen building including both sides of paved trail to Prospect Ave	2977. <sup>00</sup>	186. <sup>00</sup>
H	Schillberg Park - north	788. <sup>00</sup>	52. <sup>00</sup>

TOTAL BID PRICE 12,204.<sup>00</sup>

Bid Price in words: Twelve Thousand, Two hundred four dollars + <sup>00</sup>/<sub>100</sub>

Number of Calendar Days to Complete Project from Notice to Proceed: 5

Executed at: 10:00 AM this 21<sup>st</sup> day of April, 2021.

By Jagusuch Lawn Care Title President  
(Company) (Owner, Partner, or Corporate Officer)

Dustin Jagusch 2141 192nd Ave. Centria WI 54824  
(Name) (Street Address)

651-983-8520 Centria WI 54824  
(Phone) (Village, State, Zip)

**VILLAGE OF OSCEOLA - BID FORM**

Mark Envelope: 2021 PARK MOWING

To the Public Works Coordinator:

The Subscriber hereby proposes to furnish the following hereinafter named, in accordance with the provisions of the bidding document of which this forms a part:

Location		Total price per location May 17 - September 30	Price per additional mowing(s) after September 30
A	Gateway Park	\$ 450	\$ 56
B	CTH M detention basin	\$ 590	\$ 118
C	Industrial Park lot	\$ 950	\$ 190
D	Smith Park	\$ 1,560	\$ 104
E	Smith Ave. lot	\$ 340	\$ 22
F	Oakey Park	\$ 3,110	\$ 207
G	Education Ave r-o-w and area of Schillberg park north of canteen building including both sides of paved trail to Prospect Ave	\$ 1,510	\$ 100
H	Schillberg Park - north	\$ 1,320	\$ 88

TOTAL BID PRICE \$9,830

Bid Price in words: Nine thousand eight hundred and thirty dollars

Number of Calendar Days to Complete Project from Notice to Proceed: 2 days

Executed at: 413 Michigan Ave this 20 day of April, 2021.

By Lakefront Lawn & Deck Services Title Owner  
 (Company) (Owner, Partner, or Corporate Officer)

Tyler Dye 413 Michigan Ave  
 (Name) (Street Address)

715-294-0016 Centuria WI 54824  
 (Phone) (Village, State, Zip)



# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 5/7/2021  
Re: Item 7f: Ordinance #21-02 – First Read Through

---

This ordinance amendment addresses increasing fees for public records for photos on a CD or DVD from \$1.00 to \$3.00.

## **RECOMMENDATION**

This is an increase requested by Chief Pedrys and the recommendation is to adopt.



**ORDINANCE # 21 - 02**

**To Amend the Code of the Village of Osceola  
Chapter A222 Fees and Salaries**

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

**Section A**

Osceola Municipal Code Section A222, Fees and Salaries, is hereby amended by the change of the following:

**§ A222-1. Fees enumerated.**

Chapter 47 – Records, Public

▪ Section 4(F)(3)

Photos on CD, DVD: \$3.00 each (~~\$1.00~~)each

This Ordinance shall take effect 30 days after its adoption and publication.

Adopted: May 11, 2021

Village of Osceola

Signed : \_\_\_\_\_  
Jeromy Buberl, President

Attested : \_\_\_\_\_  
Frances Duncanson, Village Clerk

**Chapter A222-1 Fees Enumerated**

New suggested changes are highlighted.

**Fireworks Permit Fees - Chapter 161**

Ordinance Number	Permit	Fee
161-3	Users Permit	\$50.00
161-4	Possess/Transport Permit	\$5.00
161-5	Annual Sales Permit	\$150.00

**Open Records Fees - Chapter 47**

Ordinance Number	Item	Previous	Approved	Previous Description	Current Description
47-4F(1)	Photocopies, printed color photos	\$0.25/pg	\$0.25/pg or \$1.00/pg color	Photocopies	Photocopies, <b>printed color photos, or scanned docs to email.</b>
47-4F(3)	Photos on CD, DVD		\$1.00/ea Raise to \$3/ea	The actual full cost of providing a copy of other records not in printed form on paper, such as films, computer printouts, and audiotapes or videotapes, shall be charged.	The actual full cost of providing a copy of other records not in printed form, such as <b>CDs and DVDs</b> , shall be charged.

**Ordinance Fines - Revised**

**Vehicles and Traffic Ordinances - Chapter 207**

Ordinance Number	Violation	Previous	Approved	Previous Description	Current Description
207-7	Parallel Parking Required Within Village	\$10.00	\$30.00	Parking on all streets shall be parallel, unless otherwise regulated by the Village Board, except as follows:	Parking on all streets shall be parallel, <b>facing the same direction as the flow of traffic</b> , unless otherwise regulated by the Village Board, except as follows:
207-8	Parking Time Limits Regulated	\$10.00	\$30.00		
207-8d	Hazardous Parking Restricted	\$10.00	\$30.00		
207-8g	Parking in a No-Parking Zone	\$10.00	\$30.00		
207-9	All Night Parking Prohibited	\$20.00	\$30.00	Parking ticket of \$20, storage chg of \$5	Parking citation of \$30, possible tow charge
207-11a	Parking in Handicapped Zone	\$50.00	\$75.00		
207-13c	Snow Emergency Parking Prohibited	\$20.00	\$30.00	Parking ticket of \$20	Parking citation of \$30, possible tow charge



# Memo

To: Village Board  
From: Benjamin Krumenauer, Administrator  
CC: Board Packet  
Date: 5/7/2021  
**Re: Item 7g: Ordinance #21-03 To amend section 207-6 Stop signs, traffic control lights and railroad crossings.**

## **ITEM DESCRIPTION:**

In response to years of traffic and behavior problems on Oak Ridge Drive, community members sought guidance from the Village on how to make the area safe again. Primary concerns pertained to speeding, traffic safety at the intersection of E 9<sup>th</sup> Ave and general bad driving behavior. In response police officers increased patrols in the area and have heavily enforced the 25 mph speed limit. After an infrastructure review by both Public Works Committee and Police and Fire Committee, it was determined that a three-way stop should be implemented at the Intersection of Oak Ridge Dr. and E 9<sup>th</sup> Ave. The improvement will help improve intersection safety as well as assist in mitigating speeding. The attached Ordinance provides language defining the proposed update to Village Code.

## **ATTACHMENTS:**

1. Proposed Ordinance #21-03

## **RECOMMENDATION:**

March 17, 2021: Public Works Committee recommended approval of an ordinance change to implement a three-way stop at Oak Ridge Drive and E 9<sup>th</sup> Avenue.

Village Staff recommends approval of Item 7g as proposed.

**ORDINANCE # 21-03**

**To amend the Code of the Village of Osceola;  
Section 207-6 Stop signs, traffic control lights and railroad crossings**

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

**Section A**

Osceola Municipal Code Section 207- 6 F. Three-way stop signs, is hereby amended by the addition of the following:

Intersection

**(Name of Primary Street)**

Oak Ridge Drive

**(Name of Intersecting Street)**

E 9<sup>th</sup> Avenue

**Section B**

This Ordinance shall take effect upon its adoption and publication.

Adopted: May 11, 2021

Published: May 14, 2021

Village of Osceola

Signed : \_\_\_\_\_  
Jeromy Buberl, President

Attested : \_\_\_\_\_  
Frances Duncanson, Village Clerk



# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 5/7/2021  
Re: Item 7(h): 2021 Trustee Appointments to Village Commission/Committees

---

Pursuant to Village Code §6 and §59-11 Village President Buberl had proposed the attached Trustee appointments to Village standing Committees and Commissions.

## **RECOMMENDATION**

To discuss and confirm proposed appointments as agreed upon.

# 2021/2022 Board Appointments

	BUBERL, JEROMY	LUTZ, BRADLEY	BURCH, VAN	GILLILAND, BRUCE	ROSE, DEB	WALSH, HOLLY	WEST, JOEL
	7	5	6	5	6	5	5
Admin and Finance (3)							
Airport Commission							
Ambulance Board							
Board of Appeals							
Board of Review							
Chamber/Main Street (1)							
Court Commission (3)							
Downtown Façade Loan Committee							
Ethics Board (1)							
Historic Preservation							
Industrial Develop Corp*							
Library Board (1)							
Micro Loan Fund Committee							
Planning Commission							
Police and Fire (3)							
Public Works (3)							
Recognition (3)							
Redevelopment Authority							
Water and Sewer (3)							
Wheels & Wings (1)							

(\_) equals number of Board representatives by committee design



# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 5/6/2021  
Re: Item 8a: Beverage Server Operator License

---

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

- i. Sara Carlson – Osceola Braves
- ii. Amy Hallis – Minit Mart
- iii. Kade Koecher – PYs
- iv. Lori Lancaster – Minit Mart
- v. Timothy Nybeck – Minit Mart
- vi. Dallas Nyhagen – Minit Mart
- vii. Robert Switalla – Osceola Braves
- viii. Briana Wbster - PYs

## **RECOMMENDATION**

Background checks have been completed and approved by the Osceola Police Department and applicants have submitted proof of meeting the educational requirements at this time. For that reason I would recommend approval licenses.



REAL. CHARMING.

APPLICATION FOR OPERATOR'S LICENSE

I, the undersigned, do hereby respectfully make application to the Village Board of the Village of Osceola, Polk County, for an Operator's License as provided by Village Code Section 137.3 and Wisconsin Statutes Section 125.17 for a two year period ending June 30th.

I certify that I am years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one): Provisional License (\$15) New License(\$40) X Renewal of a Current License(\$40)

Telephone #: Street Address: 2130 20th Ave. City, State, Zip: Star Prairie, WI 54026 Date of Birth: County/State of Birth: Driver's License # (Please provide copy) Employer Name & Phone # Park Tool Co. Osceola Braves

Operators licenses held in last 2 years (list communities) OR: Training course completed in last 2 years (provide documentation): yes

Have you previously been denied an operator's permit? YES or NO Have you ever had an operator's permit revoked? YES or NO Have you been issued a provisional permit in the previous 12 months? YES or NO Have you been charged with an offense in last 2 years? YES or NO Have you had an alcohol offense? YES or NO Have you been convicted of a crime? YES or NO

Explain any Yes answers (use back if necessary)

Sara Carlson Hawkins Print Name Maiden or Previous Names Used Signature

Application Recv'd by: FO Date School Attended: 4-27-2021 Date Application Recv'd: 4-28-2021 Date Village Board Approval: 5- Police Recommendation: OK RWP/jg Operator's Receipt #: 1213 Provisional Lic Recpt # Operator License # Provisional License #



# Serving Alcohol

is proud to present this certificate to

**Sara Carlson**

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  
SCB1xD3szQ

Date Issued  
Apr 27th, 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: Sara Carlson

Certification Date: Apr 27th, 2021

Certificate Code: SCB1xD3szQ

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>

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010307**

Beat <b>NA</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>		Attempt	Day
		<input type="checkbox"/>	On or From
		<input type="checkbox"/>	To
		<input type="checkbox"/>	Reported
		Occurred	Date
			Time
			Day
		04/29/2021	12:45
		04/29/2021	Thu
		04/29/2021	Thu

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>CARLSON, SARA LYNN</b>	Race <b>W</b>	Sex <b>F</b>	Age	HT <b>5-08</b>	WT	Hair <b>BRO</b>	Eyes <b>BRO</b>	Home Phone
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Address <b>2130 20TH AV</b>	DOB	DL Number	State <b>WI</b>	Work Phone <b>(715)</b>
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City, State, Zip Code <b>STAR PRAIRIE WI 54026</b>	SSN	Local ID #	State #	FBI #	Cell Phone <b>0</b>
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<b>O</b>	Last, First, Middle (Firm if Business) <b>OSCEOLA, BRAVES</b>	Race	Sex	Age <b>0</b>	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-3063</b>
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Address <b>509 4TH AV</b>	DOB <b>//</b>	DL Number <b>Oakey Park</b>	State <b>WI</b>	Work Phone <b>(715)</b>
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City, State, Zip Code <b>OSCEOLA WI 54020</b>	SSN	Local ID #	State #	FBI #	Cell Phone <b>0</b>
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Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
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Address	DOB	DL Number	State	Work Phone
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City, State, Zip Code	SSN	Local ID #	State #	FBI #	Cell Phone
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Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
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Address	DOB	DL Number	State	Work Phone
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City, State, Zip Code	SSN	Local ID #	State #	FBI #	Cell Phone
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Synopsis **Sara Carlson applied for an Operator's License for the Osceola Braves. 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"/>	PropertyList 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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REAL. CHARMING.

### APPLICATION FOR OPERATOR'S LICENSE

I, the undersigned, do hereby respectfully make application to the Village Board of the Village of Osceola, Polk County, for an Operator's License as provided by Village Code Section 137.3 and Wisconsin Statutes Section 125.17 for a two year period ending June 30<sup>th</sup>.

I certify that I am \_\_\_\_\_ years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one):  
Provisional License (\$15)  New License(\$40)  Renewal of a Current License(\$40) \_\_\_\_\_.

Telephone #:	
Street Address: 2441 273 <sup>rd</sup> St.	
City, State, Zip: St. Croix Falls, WI 54024	
Date of Birth:	County/State of Birth: Polk, WI
Driver's License # (Please provide copy)	Employer Name & Phone # Minit Mart #508 715.294.4192

Operators licenses held in last 2 years (list communities) OR:	Balsam <sup>Lake</sup> <del>Creek</del> , Luck, Cushing
Training course completed in last 2 years (provide documentation):	

Have you previously been denied an operator's permit?	YES or <input checked="" type="radio"/> NO
Have you ever had an operator's permit revoked?	YES or <input checked="" type="radio"/> NO
Have you been issued a provisional permit in the previous 12 months?	<input checked="" type="radio"/> YES or NO
Have you been charged with an offense in last 2 years?	YES or <input checked="" type="radio"/> NO
Have you had an alcohol offense?	YES or <input checked="" type="radio"/> NO
Have you been convicted of a crime?	YES or <input checked="" type="radio"/> NO

Explain any Yes answers (use back if necessary) \_\_\_\_\_

Amy C. Hallis \_\_\_\_\_  
Print Name

Rossing \_\_\_\_\_  
Maiden or Previous Names Used

[Signature] \_\_\_\_\_  
Signature

Application Recv'd by: \_\_\_\_\_  
Date Application Recv'd: \_\_\_\_\_  
Police Recommendation: OK RWP/jg  
Provisional Lic Recpt #: \_\_\_\_\_  
Provisional License #: 20-02

Date School Attended: Previously Licensed  
Date Village Board Approval: \_\_\_\_\_  
Operator's Receipt #: \_\_\_\_\_  
Operator License #: \_\_\_\_\_


# OPERATOR'S LICENSE

NO. 225

WHEREAS, The local governing body of the Town of Sterling, Polk County, Wisconsin, has upon application duly made, granted and authorized the issuance of an "Operator's" License to: Amy Hallis

AND WHEREAS, the said applicant has paid the treasurer the sum of \$ 5.00 as required by local ordinances, and has complied with all requirements necessary for obtaining a license:

NOW, THEREFORE, an "Operator's" license, pursuant to Sections 125.32(2) and 125.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to said applicant.  
FOR THE PERIOD ending June 30, 2021.

Given under my hand and the corporate seal of the  
Town of Sterling, Polk County, Wisconsin,  
This 22<sup>nd</sup> day of January 2021.  
  
Julie Peterson, Clerk

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010262**

Beat <b>NA</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>		Attempt	Day
<input type="checkbox"/>	Occurred	Date	Time
<input type="checkbox"/>	On or From	<b>04/14/2021</b>	<b>15:30</b>
<input type="checkbox"/>	To	<b>04/14/2021</b>	<b>Wed</b>
<input type="checkbox"/>	Reported	<b>04/14/2021</b>	<b>15:30</b>
			<b>Wed</b>

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

County

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

<b>O</b>	Last, First, Middle (Firm if Business) <b>HALLIS, AMY CAROLE</b>	Race <b>W</b>	Sex <b>F</b>	Age	HT <b>5-02</b>	WT	Hair <b>BLN</b>	Eyes <b>BLU</b>	Home Phone <b>78</b>
Address <b>2441 273RD ST</b>		DOB		DL Number			State <b>WI</b>	Work Phone <b>(715)</b>	
City, State, Zip Code <b>ST. CROIX FALLS WI 54024</b>		SSN		Local ID #		State #	FBI #		Cell Phone <b>()</b>
<b>O</b>	Last, First, Middle (Firm if Business) <b>MINIT, MART</b>	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-4192</b>
Address <b>201 WILLOW LANE RD</b>		DOB		DL Number <b>AKA STOP-A-SEC</b>			State <b>WI</b>	Work Phone <b>(715)</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN		Local ID #		State #	FBI #		Cell Phone <b>()</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 **Amy Hallis applied for an Operator's License for Minit Mart. No MN or WI 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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REAL. CHARMING.

### APPLICATION FOR OPERATOR'S LICENSE

I, the undersigned, do hereby respectfully make application to the Village Board of the Village of Osceola, Polk County, for an Operator's License as provided by Village Code Section 137.3 and Wisconsin Statutes Section 125.17 for a two year period ending June 30<sup>th</sup>.

I certify that I am \_\_\_\_\_ years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one):  
Provisional License (\$15)  New License(\$40)  Renewal of a Current License(\$40) \_\_\_\_\_

Rec # 122465

Telephone #: _____	
Street Address: 4707 382nd Dr	
City, State, Zip: North Branch, MN, 55056	
Date of Birth: _____	County/State of Birth: _____
Driver's License # (Please provide copy) _____	Employer Name & Phone # PY's Bar 715-294-3314

Operators licenses held in last 2 years (list communities) OR:	no
Training course completed in last 2 years (provide documentation):	attached

Have you previously been denied an operator's permit?	YES or <input checked="" type="radio"/> NO
Have you ever had an operator's permit revoked?	YES or <input checked="" type="radio"/> NO
Have you been issued a provisional permit in the previous 12 months?	YES or <input checked="" type="radio"/> NO
Have you been charged with an offense in last 2 years?	YES or <input checked="" type="radio"/> NO
Have you had an alcohol offense?	YES or <input checked="" type="radio"/> NO
Have you been convicted of a crime?	YES or <input checked="" type="radio"/> NO

Explain any Yes answers (use back if necessary) \_\_\_\_\_

\_\_\_\_\_ Maede Michael Koccher  
Print Name  
\_\_\_\_\_  
Maede Koccher  
Signature

\_\_\_\_\_  
Maiden or Previous Names Used

Application Recv'd by: \_\_\_\_\_  
Date Application Recv'd: \_\_\_\_\_  
Police Recommendation: OK RWP/jg  
Provisional Lic Recpt #: 122465  
Provisional License #: 21-10

Date School Attended: 4-2-2021  
Date Village Board Approval: \_\_\_\_\_  
Operator's Receipt #: \_\_\_\_\_  
Operator License #: \_\_\_\_\_



# LEARN 2 SERVE™

## CERTIFICATE OF COMPLETION


This certifies that

Kade Koecher

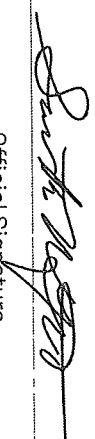
is awarded this certificate for

**Wisconsin Responsible Beverage Server Training**

 Completion Date  
04/02/2021

 Expiration Date  
04/02/2023

 Certificate #  
WI-00590637

  
Official Signature

This certificate is non-transferable and represents the successful completion of an approved

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

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | [www.360training.com](http://www.360training.com)

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010286**

Beat <b>NA</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>	Attempt <input type="checkbox"/>	Occurred <input type="checkbox"/>	Date <input type="checkbox"/>
		On or From <input type="checkbox"/>	Time <input type="checkbox"/>
		To <input type="checkbox"/>	Day <input type="checkbox"/>
		Reported <input type="checkbox"/>	Day <input type="checkbox"/>

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>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.LIC</b>		FBI # <b>0</b>	

<b>O</b>	Last, First, Middle (Firm if Business) <b>KOECHER, KADE MICHAEL</b>	Race <b>W</b>	Sex <b>M</b>	Age <b>5-10</b>	HT	WT	Hair	Eyes <b>BLU</b>	Home Phone
Address <b>4707 382ND DR</b>		DOB		DL Number			State <b>MN</b>		Work Phone <b>(715)</b>
City, State, Zip Code <b>NORTH BRANCH MN 55056</b>		SSN		Local ID #		State #		FBI # <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 #	

	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 #	

Synopsis **Kade Koecher 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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REAL. CHARMING.

APPLICATION FOR OPERATOR'S LICENSE

I, the undersigned, do hereby respectfully make application to the Village Board of the Village of Osceola, Polk County, for an Operator's License as provided by Village Code Section 137.3 and Wisconsin Statutes Section 125.17 for a two year period ending June 30th.

I certify that I am \_\_\_ years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one): Provisional License (\$15) [ ] New License(\$40) [x] Renewal of a Current License(\$40) [ ]

Telephone #:
Street Address: 190 Acorn Lane
City, State, Zip: Somerset WI 54025
Date of Birth: 00 00 1968
County/State of Birth: St. Croix WI
Driver's License # (Please provide copy)
Employer Name & Phone #: Minit Mart 715-294-4192

Operators licenses held in last 2 years (list communities) OR: Somerset, WI
Training course completed in last 2 years (provide documentation): See Attached

Have you previously been denied an operator's permit? YES or NO
Have you ever had an operator's permit revoked? YES or NO
Have you been issued a provisional permit in the previous 12 months? YES or NO
Have you been charged with an offense in last 2 years? YES or NO
Have you had an alcohol offense? YES or NO
Have you been convicted of a crime? YES or NO

Explain any Yes answers (use back if necessary)

Lori Lancaster
Print Name
Signature

Chevrier
Maiden or Previous Names Used

Application Recv'd by:
Date Application Recv'd:
Police Recommendation: OK Ruppig
Provisional Lic Recpt #:
Provisional License #: 2111

Date School Attended: 4-21-2021
Date Village Board Approval:
Operator's Receipt #:
Operator License #:

# Wisconsin Responsible Beverage Seller Training

Lori Lancaster

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL118252

Date of Completion: 04/21/2021

*Kelly Bailey*

Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.  
1101 Arrow Point Drive, Suite 302  
Cedar Park, TX 78613

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010288**

Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>	Beat <b>NA</b>	Rpt Dist	Type	<b>Background Check</b>		Seq <b>1</b>
	Attempt	Occurred	Date	Time	Day	
	<input type="checkbox"/>	On or From	<b>04/23/2021</b>	<b>11:00</b>	<b>Fri</b>	
	<input type="checkbox"/>	To	<b>04/23/2021</b>		<b>Fri</b>	
	<input type="checkbox"/>	Reported	<b>04/23/2021</b>	<b>11:00</b>	<b>Fri</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>LANCASTER, LORI ANNE</b>	Race <b>W</b>	Sex <b>F</b>	Age	HT <b>5-06</b>	WT	Hair <b>BRO</b>	Eyes <b>BLU</b>	Home Phone
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Address <b>190 ACORN LA</b>	DOB	DL Number	State <b>WI</b>	Work Phone <b>(715)</b>
City, State, Zip Code <b>SOMERSET WI 54025</b>	SSN	Local ID #	State #	FBI #
				Cell Phone <b>()</b>

<b>O</b>	Last, First, Middle (Firm if Business) <b>MINIT, MART</b>	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-4192</b>
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Address <b>201 WILLOW LANE RD</b>	DOB	DL Number	State <b>WI</b>	Work Phone <b>(715)</b>
City, State, Zip Code <b>OSCEOLA WI 54020</b>	SSN	Local ID #	State #	FBI #
				Cell Phone <b>()</b>

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

Synopsis **Lori Lancaster applied for an Operator's License for Minit Mart. 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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REAL. CHARMING.

APPLICATION FOR OPERATOR'S LICENSE

I, the undersigned, do hereby respectfully make application to the Village Board of the Village of Osceola, Polk County, for an Operator's License as provided by Village Code Section 137.3 and Wisconsin Statutes Section 125.17 for a two year period ending June 30th.

I certify that I am \_\_\_ years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one): Provisional License (\$15) [checked] New License(\$40) [checked] Renewal of a Current License(\$40) [ ]

Telephone #: 211 2111
Street Address: 607 Summit St Apt #2
City, State, Zip: Osceola WI 54020
Date of Birth: County/State of Birth:
Driver's License # (Please provide copy) Employer Name & Phone #: M.A. T. Mact 715-294-4192

Operators licenses held in last 2 years (list communities) OR:
Training course completed in last 2 years (provide documentation):

Have you previously been denied an operator's permit? YES or NO
Have you ever had an operator's permit revoked? YES or NO
Have you been issued a provisional permit in the previous 12 months? YES or NO
Have you been charged with an offense in last 2 years? YES or NO
Have you had an alcohol offense? YES or NO
Have you been convicted of a crime? YES or NO

Explain any Yes answers (use back if necessary)

Timothy Nebeck
Print Name
Signature

Maiden or Previous Names Used

Application Recv'd by: FD
Date Application Recv'd: 5-3-2021
Police Recommendation: OK RWP/jg
Provisional Lic Recpt #: 1027
Provisional License #: 21-13

Date School Attended: 2-29-2020
Date Village Board Approval:
Operator's Receipt #:
Operator License #:

# Wisconsin Responsible Beverage Seller Training

## Timothy Nybeck

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL105248

Date of Completion: 02/29/2020



Authorized Signature

**OSCEOLA POLICE DEPARTMENT**  
**310 CHIEFTAIN STREET**

PO BOX 217  
 OSCEOLA WI 54020

Incident # **21-010326**

Beat <b>RESID</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>		
Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>	Attempt	Occurred	Date	Time	Day
	<input type="checkbox"/>	On or From	<b>05/04/2021</b>	<b>12:30</b>	<b>Tue</b>
	<input type="checkbox"/>	To	<b>05/04/2021</b>		<b>Tue</b>
	<input type="checkbox"/>	Reported	<b>05/04/2021</b>	<b>12:30</b>	<b>Tue</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>NYBECK, TIMOTHY GUSTAV</b>	Race <b>W</b>	Sex <b>M</b>	Age	HT <b>6-02</b>	WT	Hair	Eyes <b>BLU</b>	Home Phone <b>(715)</b>
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Address <b>607 SUMMIT ST # 2</b>	DOB	DL Number	State <b>WI</b>	Work Phone <b>(715)</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>	SSN	Local ID #	State #	FBI #	Cell Phone <b>0</b>

<b>O</b>	Last, First, Middle (Firm if Business) <b>MINIT, MART</b>	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-4192</b>
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Address <b>201 WILLOW LANE RD</b>	DOB	DL Number	State <b>WI</b>	Work Phone <b>(715)</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>	SSN	Local ID #	State #	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				

	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 **Timothy Nybeck applied for an Operator's License for Minit Mart. 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>SUSP</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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REAL. CHARMING.

APPLICATION FOR OPERATOR'S LICENSE

I, the undersigned, do hereby respectfully make application to the Village Board of the Village of Osceola, Polk County, for an Operator's License as provided by Village Code Section 137.3 and Wisconsin Statutes Section 125.17 for a two year period ending June 30th.

I certify that I am [blank] years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one): Provisional License (\$15) [ ] New License(\$40) [X] Renewal of a Current License(\$40) [ ]

Telephone #: [blank]
Street Address: 607 Summit St
City, State, Zip: Osceola, WI
Date of Birth: [blank] County/State of Birth: U.S. Wisconsin
Driver's License # (Please provide [blank]) Employer Name & Phone #: Mkt mart 715-274-4192

Operators licenses held in last 2 years (list communities) OR: yes
Training course completed in last 2 years (provide documentation): yes

Have you previously been denied an operator's permit? YES or NO
Have you ever had an operator's permit revoked? YES or NO
Have you been issued a provisional permit in the previous 12 months? YES or NO
Have you been charged with an offense in last 2 years? YES or NO
Have you had an alcohol offense? YES or NO
Have you been convicted of a crime? YES or NO

Explain any Yes answers (use back if necessary) had a DUI 8+ years ago, write in application

Dallas Wagner Print Name
Maiden or Previous Names Used
Signature

Application Recv'd by: [blank]
Date Application Recv'd: 5-3-2021
Police Recommendation: OK RWP/jg
Provisional Lic Recpt #: 1227
Provisional License #: 21-14
Date School Attended: 3-14-2020
Date Village Board Approval: [blank]
Operator's Receipt #: [blank]
Operator License #: [blank]

Exp 2018


# Wisconsin Responsible Beverage Seller Training

## Dallas Nyhagen

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL105633

Date of Completion: 03/14/2020



Authorized Signature



# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010323**

Beat <b>RESID</b>	Rpt Dist	Type	<b>Background Check</b>		Seq <b>1</b>
Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>		Attempt	Occurred	Date	Time
		<input type="checkbox"/>	On or From	<b>05/04/2021</b>	<b>11:00</b>
		<input type="checkbox"/>	To	<b>05/04/2021</b>	<b>Tue</b>
		<input type="checkbox"/>	Reported	<b>05/04/2021</b>	<b>11:00</b>
					<b>Tue</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>NYHAGEN, DALLAS ANTHONY</b>	Race <b>W</b>	Sex <b>M</b>	Age	HT <b>6-02</b>	WT <b>200</b>	Hair <b>BRO</b>	Eyes <b>GRN</b>	Home Phone
Address <b>607 SUMMIT ST</b>		DOB	DL Number		State <b>WI</b>	Work Phone <b>(715)</b>			
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN	Local ID # <b>LIQUOR.LIC</b>	State # <b>LIQUOR.LIC</b>	FBI #	Cell Phone <b>0</b>			

<b>O</b>	Last, First, Middle (Firm if Business) <b>MINIT, MART</b>	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-4192</b>
Address <b>201 WILLOW LANE RD</b>		DOB	DL Number		State <b>WI</b>	Work Phone <b>(715)</b>			
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN	Local ID #	State #	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 **Dallas Nyhagen applied for an Operator's License for Minit Mart. Nyhagen has been convicted of two OWI in Wisconsin. No MN criminal history was 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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REAL. CHARMING.

### APPLICATION FOR OPERATOR'S LICENSE

I, the undersigned, do hereby respectfully make application to the Village Board of the Village of Osceola, Polk County, for an Operator's License as provided by Village Code Section 137.3 and Wisconsin Statutes Section 125.17 for a two year period ending June 30<sup>th</sup>.

I certify that I am \_\_\_\_\_ years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for **(check one)**:  
Provisional License (\$15) \_\_\_\_\_ New License(\$40)  Renewal of a Current License(\$40) \_\_\_\_\_.

Telephone #:	
Street Address: <u>728 MAPLE LEAF DR.</u>	
City, State, Zip: <u>OSCEOLA WI 54020</u>	
Date of Birth: _____	County/State of Birth: _____
Driver's License # (Please provide copy)	Employer Name & Phone # <u>HYR BLOCK 715-463-2066 Osceola Braves</u>

Operators licenses held in last 2 years (list communities) OR:	<u>OSCEOLA</u>
Training course completed in last 2 years (provide documentation):	<u>YES ATTACHED</u>

Have you previously been denied an operator's permit?	YES or <input checked="" type="radio"/> NO
Have you ever had an operator's permit revoked?	YES or <input checked="" type="radio"/> NO
Have you been issued a provisional permit in the previous 12 months?	YES or <input checked="" type="radio"/> NO
Have you been charged with an offense in last 2 years?	YES or <input checked="" type="radio"/> NO
Have you had an alcohol offense?	YES or <input checked="" type="radio"/> NO
Have you been convicted of a crime?	YES or <input checked="" type="radio"/> NO

Explain any Yes answers (use back if necessary) \_\_\_\_\_

ROBERT SWITALLA \_\_\_\_\_  
Print Name Maiden or Previous Names Used

Robert Switallo \_\_\_\_\_  
Signature

Application Recv'd by: 5/3/2021 [Signature] Date School Attended: 5-1-2021

Date Application Recv'd: 5/3/2021 Date Village Board Approval: \_\_\_\_\_

Police Recommendation: OK RWPI [Signature] Operator's Receipt # \_\_\_\_\_

Provisional Lic Recpt # \_\_\_\_\_ Operator License # \_\_\_\_\_

Provisional License # \_\_\_\_\_

# Serving Alcohol

is proud to present this certificate to

**Robert Switalla**

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  
fM9RttP5cS

Date Issued  
May 1st, 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: Robert Switalla

Certification Date: May 1st, 2021

Certificate Code: fM9RttP5cS

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>

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010325**

Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>	Beat <b>NA</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
	Attempt	Occurred	Date	Time
	<input type="checkbox"/>	On or From	<b>05/04/2021</b>	<b>12:30</b>
	<input type="checkbox"/>	To	<b>05/04/2021</b>	<b>Tue</b>
<input type="checkbox"/>	Reported	<b>05/04/2021</b>	<b>12:30</b>	<b>Tue</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>SWITALLA, ROBERT G</b>	Race <b>W</b>	Sex <b>M</b>	Age	HT <b>5-10</b>	WT	Hair <b>BLN</b>	Eyes <b>HAZ</b>	Home Phone
Address <b>728 MAPLE LEAF DR</b>		DOB		DL Number			State <b>WI</b>	Work Phone	
City, State, Zip Code <b>OSCEOLA 54020</b>		SSN		Local ID #		State #	FBI #	Cell Phone <b>0</b>	

<b>O</b>	Last, First, Middle (Firm if Business) <b>OSCEOLA, BRAVES</b>	Race	Sex	Age <b>0</b>	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-3063</b>
Address <b>509 4TH AV</b>		DOB <b>//</b>		DL Number <b>OAKY PARK</b>			State <b>WI</b>	Work Phone <b>(715)</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN		Local ID #		State #	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 **Robert Switalla applied for an Operator's License for the Osceola Braves. 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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REAL. CHARMING.

APPLICATION FOR OPERATOR'S LICENSE

I, the undersigned, do hereby respectfully make application to the Village Board of the Village of Osceola, Polk County, for an Operator's License as provided by Village Code Section 137.3 and Wisconsin Statutes Section 125.17 for a two year period ending June 30th.

I certify that I am 22 years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one): Provisional License (\$15)  New License(\$40)  Renewal of a Current License(\$40) .

Telephone #
Street Address: 111 Hiataah St. Unit #2
City, State, Zip: Osceola WI 54020
Date of Birth:
County/State of Birth: Stillwater, MN
Driver's License # (Please provide copy)
Employer Name & Phone #: Traci Libersky Rys

Operators licenses held in last 2 years (list communities) OR:
Training course completed in last 2 years (provide documentation): Yes

Table with 2 columns: Question and YES or NO. Questions include: Have you previously been denied an operator's permit? Have you ever had an operator's permit revoked? Have you been issued a provisional permit in the previous 12 months? Have you been charged with an offense in last 2 years? Have you had an alcohol offense? Have you been convicted of a crime? All NO answers are circled.

Explain any Yes answers (use back if necessary)

Briana L. Webster Print Name
Brie Maiden or Previous Names Used
[Signature] Signature

Application Recv'd by: FO
Date Application Recv'd: 5-4-2021
Police Recommendation: OK RWP/sg
Provisional Lic Recpt #:
Provisional License #: 21-12
Date School Attended: 4-29-2021
Date Village Board Approval:
Operator's Receipt #:
Operator License #:



**LEARN 2 SERVE**

## CERTIFICATE OF COMPLETION

This certifies that  
**Briana Webster**  
is awarded this certificate for

**Wisconsin Responsible Beverage Server Training**



Completion Date  
04/29/2021



Expiration Date  
04/29/2023



Certificate #  
WI-00591415

Official Signature

This certificate is non-transferable and represents the successful completion of an approved

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.86(2m), Wis. Stats.

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010327**

Beat <b>RESID</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>		Attempt	Day
		<input type="checkbox"/>	Occurred
		<input type="checkbox"/>	Date
		<input type="checkbox"/>	Time
		<input type="checkbox"/>	Day
		On or From	<b>05/04/2021</b>
		To	<b>05/04/2021</b>
		Reported	<b>13:00</b>
			<b>Tue</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>WEBSTER, BRIANA L</b>	Race <b>W</b>	Sex <b>F</b>	Age	HT	WT	Hair	Eyes	Home Phone
Address <b>111 HIALEAH ST #2</b>		DOB	DL Number		State <b>WI</b>	Work Phone <b>(715)</b>			
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN	Local ID #	State #	FBI #	Cell Phone <b>0</b>			

<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 **Briana Webster applied for an Operator's License for PY's Bar. Webster was convicted in 2013 of Public Nuisance - Interfere/Obstruct/Render Dangerous Public Road/Water in Minnesota. No Wisconsin criminal history. License recommended by Chief Pedry.**

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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# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 5/6/2021  
Re: Item 8b: Liquor License

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The Village has accepted the below applications for Alcohol Licenses:

- i. "Class B Beer" & "Class C Wine" - Milk, LLC d/b/a Wisconsin Milk House, Lisa M. Erickson, Agent
- ii. "Class B Beer Six-Month" - Osceola Braves, Inc., Kathryn M. Cloutier, Agent

### **STAFF COMMENTS:**

- i. Milk, LLC: Please refer to Chief Pedrys comments on the OPD background check. He has concerns about including the outside front of the building as part of the licensed premise and potential conflict with Village §168-22 A(1) that prohibits consuming alcohol on public or private property held out for use by the public outside a licensed premise.
- ii. Osceola Braves, Inc.: Historically the Braves have received a "Class B Beer" license for use at Oakey Park in conjunction with ball games. Due to the COVID pandemic they did not apply for or receive this license in 2020-2021, thus they did not have a license to renew and are submitting an original application. Upon conferring with the Village attorney Village staff has deemed perhaps a more suitable license is a six-month "Class B Beer" license. This will cover their needs for the season and be cheaper for them as well.
- iii. Just in case you were wondering, upon further research the Minnesota Transportation Museum is exempt from alcohol licensing under WI§125.06(5) so it was struck from the agenda.

### **RECOMMENDATION**

For Milk, LLC staff recommends approval of the license with contingencies eliminating the front sidewalk area. For the Osceola Braves staff recommends approving the six month "Class B Beer" license as applied for.



# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 05/11/2021 ending: 06/30/2021  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Oscoda, WI  
 Village of }  
 City of }

County of Polk Aldermanic Dist. No. \_\_\_\_\_  
 (if required by ordinance)

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input checked="" type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15.00</u>
<b>TOTAL FEE</b>	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Milk LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>ERICKSON</u>	<u>LISA</u>	<u>MARIE</u>	<u>1901 C 60th Ave Oscoda, WI 54020</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Wisconsin Milk House Business Phone Number \_\_\_\_\_  
 2. Address of Premises 103-105 Cascade St. Post Office & Zip Code 54020

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
103-105 Cascade Street (wood block buildings combined)  
including street extension to concrete in front of building  
being east. Storage of alcohol in basement, excluding  
upstairs apartment & excluding rental property behind  
building and retail rental of lot on south side of  
building. Also includes deck & patio area behind  
building to serve alcohol.

4. Legal description (omit if street address is given above): \_\_\_\_\_  
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? .....  Yes  No  
 (b) If yes, under what name was license issued? \_\_\_\_\_

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Erickson		Lisa		Marie	
Home Address (street/route)		Post Office	City	State	Zip Code
1901 C 60th Ave			Osceola	WI	54020
Home Phone Number		Age	Date of Birth	Place of Birth	
				Minneapolis	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- officer/member of Milk LLC  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.


The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? October of 1997 23 plus years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Crystal Ball Farms	527 State Rd Osceola	May 2019	Current as <i>check make</i>
University of Wisconsin River Falls	410 South 3rd St. RF	Oct 2017	Feb 2018

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
(Signature of Named Individual)

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village of Oscola County of Polk  
 City

The undersigned duly authorized officer/member/manager of Milk LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Wisconsin Milk House  
(Trade Name)

located at 103-105 Cascade Street Oscola, WI 54020

appoints Lisz Erickson  
(Name of Appointed Agent)  
1901 C 60th Ave Oscola, WI 54020  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 23+ years

Place of residence last year 1901 C 60th Ave Oscola, WI 54020

For: Milk LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

### ACCEPTANCE BY AGENT

I, Lisz Marie Erickson, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 3/24/2021 Agent's age       
(Signature of Agent) (Date)  
1901 C 60th Ave Oscola, WI 54020 Date of birth:       
(Home Address of Agent)

### APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 04-29-21 by [Signature] - Don Peddy Title Police Chief  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

**LIQUORexam.com**  
LEARN TO SERVE & SELL ALCOHOL LEGALLY & RESPONSIBLY

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

# Certificate of Completion

This is to certify that

**Lisa Erickson**

*has successfully completed the*

*LIQUORexam.com Responsible Beverage*

*Server and Seller Training Program*

**Course Name: Wisconsin Alcohol Server and Seller Certification**



Edward D McLean, Administrator  
www.LIQUOREXAM.com

Date: 03/24/2021  
Expiration: 24 Months  
Certificate #: 68934  
Birth Date: 04/17/1968

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

Page 1

# Incident

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010308**

Crime / Incident (Primary, Secondary, Tertiary) <b>Liquor License</b>	Beat <b>NA</b>	Rpt Dist	Type	<b>Background Check</b>			Seq <b>1</b>
	Attempt		Occurred	Date	Time	Day	
	<input type="checkbox"/>		On or From	<b>04/29/2021</b>	<b>13:00</b>	<b>Thu</b>	
	<input type="checkbox"/>		To	<b>04/29/2021</b>		<b>Thu</b>	
<input type="checkbox"/>		Reported	<b>04/29/2021</b>	<b>13:00</b>	<b>Thu</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>ERICKSON, LISA MARIE</b>	Race <b>W</b>	Sex <b>F</b>	Age <b>5-08</b>	HT	WT	Hair <b>BRO</b>	Eyes <b>BLU</b>	Home Phone <b>() -</b>
Address <b>1901 60TH AV #C</b>		DOB	DL Number			State <b>WI</b>	Work Phone <b>() -</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN <b>- -</b>	Local ID #	State #	FBI #	Cell Phone <b>1</b>		

<b>O</b> Last, First, Middle (Firm if Business) <b>WISCONSIN, MILK HOUSE</b>	Race	Sex	Age <b>0</b>	HT	WT	Hair	Eyes	Home Phone <b>(715)</b>
Address <b>103 CASCADE ST</b>		DOB <b>/ /</b>	DL Number <b>OWNER LISA ERICKSON</b>			State <b>WI</b>	Work Phone <b>(715)</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN	Local ID #	State #	FBI #	Cell Phone <b>()</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 **Lisa Erickson applied for an Alcohol Beverage Retail License for the Wisconsin Milk House (Milk LLC) at 103-105 Cascade Street. She also applied to be the Agent for the LLC. Chief Pedrys recommends Erickson to the appointment. As it relates to the area outside and to the front of the business for alcohol sale or consumption, if a front patio area is approved, it is recommended that the area is fully enclosed and only accessible from the inside of the business, ref. Osceola Village Ordinance O-168-22A(1). Another consideration would be the State Highway right-away which is 33 feet, each direction, from the center of the roadway.**

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



# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010308**

Beat <b>NA</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
Attempt	Occurred	Date	Time
<input type="checkbox"/>	On or From	<b>04/29/2021</b>	<b>13:00</b>
<input type="checkbox"/>	To	<b>04/29/2021</b>	<b>Thu</b>
<input type="checkbox"/>	Reported	<b>04/29/2021</b>	<b>13:00</b>

Crime / Incident (Primary, Secondary, Tertiary)  
**Liquor License**

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>ERICKSON, LISA MARIE</b>	Race <b>W</b>	Sex <b>F</b>	Age	HT <b>5-08</b>	WT	Hair <b>BRO</b>	Eyes <b>BLU</b>	Home Phone <b>() -</b>
Address <b>1901 60TH AV #C</b>		DOB		DL Number			State <b>WI</b>		Work Phone <b>() -</b>
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN <b>- -</b>		Local ID #		State #		FBI #	Cell Phone <b>()</b>

<b>O</b>	Last, First, Middle (Firm if Business) <b>WISCONSIN, MILK HOUSE</b>	Race	Sex	Age <b>0</b>	HT	WT	Hair	Eyes	Home Phone <b>(715)</b>
Address <b>103 CASCADE ST</b>		DOB <b>/ /</b>		DL Number <b>OWNER LISA ERICKSON</b>			State <b>WI</b>		Work Phone <b>(715)</b>
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN		Local ID #		State #		FBI #	Cell Phone <b>()</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 **Lisa Erickson applied for an Alcohol Beverage Retail License for the Wisconsin Milk House (Milk LLC) at 103-105 Cascade Street. She also applied to be the Agent for the LLC. Chief Pedrys recommends Erickson to the appointment. As it relates to the area outside and to the front of the business for alcohol sale or consumption, if a front patio area is approved, it is recommended that the area is fully enclosed and only accessible from the inside of the business, ref. Osceola Village Ordinance O-168-22A(1). Another consideration would be the State Highway right-away which is 33 feet, each direction, from the center of the roadway.**

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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Village of Osceola, WI  
Thursday, April 29, 2021

## Chapter 168. Peace and Good Order

### § 168-22. Alcoholic beverages.

#### A. Possession outside taverns or picnic areas.

(1) Prohibited. No person shall consume intoxicating liquor or fermented malt beverages or carry about an open container of intoxicating liquor or fermented malt beverages on public property or on private property held out for use by the public outside a licensed tavern or off the premises of an established picnic area where such possession and consumption is not prohibited. Nothing in this section shall be construed so as to prevent consumption of intoxicating liquor or fermented malt beverages outside private residences while on private property in such a manner as is normally associated with such use at a private home or residence.

(2) Special events. The Village Board may grant permits for consumption in designated areas during special occasions in connection with picnic beer licenses.

#### B. Parked vehicles. No person shall consume any intoxicating liquor or fermented malt beverages while in a vehicle parked on a public thoroughfare, public parking lot or any private parking area open to public use.

#### C. Open containers in vehicles prohibited. No person shall possess or permit to be possessed in any vehicle under his or her control, while moving or parked on a public thoroughfare, a public parking lot or any private property open to public use, any open container of intoxicating liquor or fermented malt beverages.

#### D. Underage consumption of alcohol beverages. The provisions of §§ 125.07, 125.085(3)(b) and 125.09(2), Wis. Stats., are adopted by reference and incorporated as if set forth in full herein, including provisions for penalties therein. Any future amendments, revisions or modifications of the statutes incorporated herein are intended to be made part of this chapter in order to secure uniform statewide regulation of underage consumption of alcohol beverages.

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

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 05/01/2021 ending: 09/01/2021  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Osceola  
 Village of }  
 City of }

County of Polk Aldermanic Dist. No. \_\_\_\_\_  
 (if required by ordinance)

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer <u>6-Month</u>	\$ <u>50</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 15
<b>TOTAL FEE</b>	\$ <u>65</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Osceola Braves Baseball, Inc

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Fehlen	Richard	R.	2473 82nd Avenue Osceola, WI 54020
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Krenz	Dennis	L.	PO Box 357 Osceola, WI 54020
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Carlson	Sara	L.	2130 20th Ave Star Prairie, WI 54026
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Cloutier	Kathryn	M.	2586 68th Avenue Osceola, WI 54020
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Cloutier	Kathryn	M.	2586 68th Ave. Osceola WI 54020
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Osceola Braves Baseball Business Phone Number 715-417-0995  
 2. Address of Premises 504 Fourth Avenue Post Office & Zip Code Osceola, WI 54020

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Oakey Park Baseball field with concession stand  
Inside ballfield and grandstand with in 100 feet

4. Legal description (omit if street address is given above): 509 Fourth Avenue

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? .....  Yes  No  
 (b) If yes, under what name was license issued? Osceola Braves Baseball have had in past

years but not in 2020 due to Covid shut down



# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Cloutier		Kathryn		Marie	
Home Address (street/route)		Post Office	City	State	Zip Code
2586 68th Avenue		Osceola	Osceola	WI	54020
Home Phone Number		Age	Date of Birth	Place of Birth	
				New Richmond	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Treasurer** of **Osceola Braves Baseball, Inc**  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? \_\_\_\_\_
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Westfields Hospital and Clinic	535 Hospital Road New Richmond, WI 54017	04/24/2021	03/04/2016
Don Cloutier Electric, LLC	2586 68th Avenue Osceola WI 54020	04/23/1993	present

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 15 day of April, 2021  
France  
(Clerk/Notary Public)

Kathryn Cloutier  
(Signature of Named Individual)

My commission expires \_\_\_\_\_



Printed on Recycled Paper

Wisconsin Department of Revenue

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village  City of Osceola County of Polk

The undersigned duly authorized officer/member/manager of Osceola Braves Baseball, Inc  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Osceola Braves Baseball, Inc  
(Trade Name)

located at 509 Fourth Avenue Osceola WI 54020

appoints Kathryn M Cloutier  
(Name of Appointed Agent)

2586 68th Ave Osceola, WI 54020  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 41

Place of residence last year 2586 68th Ave Osceola WI 54020

For: Osceola Braves Baseball, Inc  
(Name of Corporation / Organization / Limited Liability Company)

By: Kathryn Cloutier treasurer  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

### ACCEPTANCE BY AGENT

I, Kathryn Cloutier, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Kathryn Cloutier 5/11/2021 Agent's age \_\_\_\_\_  
(Signature of Agent) (Date)  
2586 68th Ave Osceola WI 54020 Date of birth \_\_\_\_\_  
(Home Address of Agent)

### APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 05/06/21 by [Signature] Title Chief of Police  
(Date) (Signature of Proper Local Official) (Town Chair / Village President, Police Chief)

# Serving Alcohol

is proud to present this certificate to

**Kathryn Cloutier**

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

vURmjj21i1

### Date Issued

Apr 25th, 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: Kathryn Cloutier**

**Certification Date: Apr 25th, 2021**

**Certificate Code: vURmjj21i1**

**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>**

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

Page 2

### Incident Cont'd

Incident # **21-010337**

Names

Crime / Incident (Primary) <b>Liquor License</b>						Attempt <input type="checkbox"/>	Type	Background Check			Seq <b>1</b>		
Dispo "V" = Victim "RP" = Reporting Party "W" = Witness "S" = Suspect "O" = Other													
<b>O</b>	Last, First, Middle (Firm if Business) <b>CLOUTIER, KATHRYN M</b>					Race <b>W</b>	Sex <b>F</b>	Age	HT <b>5-07</b>	WT	Hair <b>BRO</b>	Eyes <b>BLU</b>	Home Phone
Address <b>2586 68TH AV</b>					DOB		DL Number			State <b>WI</b>	Work Phone <b>(715)</b>		
City, State, Zip Code <b>OSCEOLA WI 54020</b>					SSN		Local ID #		State # <b>LIQUOR.L</b>	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		
	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		
	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		
Officer ID	<b>Assistant J. Giller</b>					Reviewed By					Approved	Date	



# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **21-010337**

Beat <b>NA</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
Crime / Incident (Primary, Secondary, Tertiary) <b>Liquor License</b>		Attempt <input type="checkbox"/>	Occurred Date Time Day <b>05/06/2021 09:00 Thu</b>
		<input type="checkbox"/>	On or From <b>05/06/2021</b>
		<input type="checkbox"/>	To <b>05/06/2021</b>
		<input type="checkbox"/>	Reported <b>05/06/2021 09:00 Thu</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>OSCEOLA, BRAVES</b>	Race	Sex	Age <b>0</b>	HT	WT	Hair	Eyes	Home Phone
Address <b>509 4TH AV</b>		DOB <b>/ /</b>		DL Number <b>Oakey Park</b>			State <b>WI</b>	Work Phone <b>(715)</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN		Local ID #	State #	FBI #		Cell Phone <b>0</b>	

<b>O</b>	Last, First, Middle (Firm if Business) <b>FEHLEN, RICHARD R</b>	Race <b>W</b>	Sex <b>M</b>	Age <b>5-05</b>	HT	WT	Hair <b>BRO</b>	Eyes <b>BLU</b>	Home Phone
Address <b>2473 82ND AV</b>		DOR		DL Number			State <b>WI</b>	Work Phone <b>0 -</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN		Local ID #	State # <b>LIQUOR.LI</b>	FBI #		Cell Phone <b>0</b>	

<b>O</b>	Last, First, Middle (Firm if Business) <b>KRENZ, DENNIS L</b>	Race <b>W</b>	Sex <b>M</b>	Age <b>5-10</b>	HT	WT	Hair <b>GRY</b>	Eyes <b>BRO</b>	Home Phone
Address <b>1863 CTH K (PO BOX 357)</b>		DOB		DL Number			State <b>WI</b>	Work Phone <b>5)</b>	
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN		Local ID # <b>LIQUOR.LIC</b>	State #	FBI #		Cell Phone	

<b>O</b>	Last, First, Middle (Firm if Business) <b>CARLSON, SARA LYNN</b>	Race <b>W</b>	Sex <b>F</b>	Age <b>5-08</b>	HT	WT	Hair <b>BRO</b>	Eyes <b>BRO</b>	Home Phone
Address <b>2130 20TH AV</b>		DOB		DL Number			State <b>WI</b>	Work Phone <b>(715)</b>	
City, State, Zip Code <b>STAR PRAIRIE WI 54026</b>		SSN		Local ID #	State #	FBI #		Cell Phone <b>0</b>	

Synopsis **The Osceola Braves applied for an Alcohol Beverage Retail License, with Kathryn Cloutier appointed as Agent. Officers listed on application were Richard Fehlen, Dennis Krenz, Sara Carlson, and Kathryn Cloutier. No WI or MN criminal histories were found. License and Agent appointment recommended by Chief Pedrys.**

S O L V A B I L I T Y	Continuation Attached <input checked="" 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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# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 5/6/2021  
Re: Item 8c: Kennel License

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The Village has accepted the below applications for a Kennel License:

- i. Linda Kiran Stordalen – 945 Pioneer Drive

## **RECOMMENDATION**

Ms. Stordalen has applied for a kennel license for nine dogs, all are spayed/neutered. Ms. Stordahl has an 11.8 acre parcel with lots of room. All of the dog vaccination information is order and I would recommend approval without conditions.

**VILLAGE OF OSCEOLA  
2021 DOG LICENSE APPLICATION  
ALL DOGS IN THE VILLAGE OF OSCEOLA ARE REQUIRED TO BE LICENSED AND VACCINATED.  
DOG LICENSE FEES ARE DUE BY APRIL 1, 2021**

VILLAGE OF OSCEOLA Ordinance 74 "Every person, pursuant to Chapter 174, Wisconsin Statutes, and this Ordinance, residing in the Village of Osceola who owns a dog that on January 1 is at least five (5) months old, or will be five (5) months old within the license year, shall annually seek and obtain a dog license."

WISCONSIN STATE Statute 174.042(4): "If the owner of a dog negligently or otherwise permits the dog to run at large or be untagged, the owner shall forfeit not less than \$25.00 nor more than \$100.00 for the first offense and not less than \$50.00 nor more than \$200.00 for subsequent offenses."

WISCONSIN STATE Statute 95.21(2) requires that dogs be vaccinated for rabies by a veterinarian at no later than 5 months of age and revaccinated within one year after the initial vaccination and every 3 years thereafter.

Proof of rabies vaccination showing name of veterinarian and date of vaccine, as well as expiration date. The name of the vaccine manufacturer, lot and/or serial number of is required before the license can be issued per state statutes.

DOG OWNERS NAME Kirani Sardalal PARCEL # 10500 8310000  
 STREET ADDRESS 945 Pioneer Dr PHONE # 715-410-2463  
 CITY / STATE & ZIP Osceola, WI DATE 3-29-21  
 Home Owner  Renter

I HEREBY CERTIFY THAT I HAVE READ & UNDERSTAND THE INFORMATION ON THIS SHEET AND THE STATEMENTS ARE CORRECT. I AFFIRM THAT MY DOG HAS BEEN VACCINATED FOR RABIES. Signed [Signature]

Dog's Name	Sex Male/Female (M/F)	Neutered or Spayed (N/S or No)	Breed	Color(s)	Rabies Tag #	Vet Clinic Used	Month/Year Given & Expiration	Name of Manfrtr Lot and/or Serial #
Duke	M	N	Dachshund	Blonde	15965	Osceola Vet Clinic	12-28-18 12-28-21	12642
Bruno	M	N	Dachshund	Blonde	15964	Osceola Vet Clinic	12-28-18 12-28-21	12642
Violet	F	S	Mixed	Black + white	17642	Osceola Vet Clinic	2-7-20 2-7-23	18442
ISIS	F	S	Human Spitzer	Black	15542	Osceola Vet Clinic	7-19-18 7-19-21	12639

Please submit fee with separate check from taxes

Fee Enclosed \$ \_\_\_\_\_

(Payable to: VILLAGE OF OSCEOLA)

LICENSE FEES:  
 \$10.00 for neutered male or spayed female  
 \$15.00 for unneutered male or unspayed female  
 \$55.00 for Kennel License for 3 or more dogs

SUBMIT APPLICATION AND FEE TO:

Village of Osceola  
 310 Chieftain Street  
 PO Box 217  
 Osceola, WI 54020

Office Use Only

Cash	Check (#)
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**VILLAGE OF OSCEOLA  
2021 DOG LICENSE APPLICATION  
ALL DOGS IN THE VILLAGE OF OSCEOLA ARE REQUIRED TO BE LICENSED AND VACCINATED.  
DOG LICENSE FEES ARE DUE BY APRIL 1, 2021**

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Proof of rabies vaccination showing name of veterinarian and date of vaccine, as well as expiration date. The name of the vaccine manufacturer, lot and/or serial number of its required before the license can be issued per state statutes.

DOG OWNERS NAME Karen Stadler PARCEL # \_\_\_\_\_  
 STREET ADDRESS 945 Pioneer Dr PHONE # \_\_\_\_\_  
 CITY / STATE & ZIP Osceola, WI DATE 3-29-21  
 Home Owner  Renter

I HEREBY CERTIFY THAT I HAVE READ & UNDERSTAND THE INFORMATION ON THIS SHEET AND THE STATEMENTS ARE CORRECT. I AFFIRM THAT MY DOG HAS BEEN VACCINATED FOR RABIES. Signed [Signature]

Dog's Name	Sex Male/Female (M/F)	Neutered or Spayed (N, S or No)	Breed	Color(s)	Rabies Tag #	Vet Clinic Used	Month/Year Given & Expiration	Name of Mnfctr Lot and/or Serial #
Rose	F	S	Lab	Brown	16093	Osceola Vet Clinic	125-19 / 1-25-22	124421
Heidi	F	S	Dachshund	Red	18691	Osceola Vet Clinic	10-25-20	12457
Freida	F	S	Dachshund	Red	18748	Osceola Vet Clinic	11-5-23	12457
Lilly	F	S	Dachshund	Blonde	15946	Osceola Vet Clinic	12-28-18	12442

Please submit fee with separate check from taxes  
 Fee Enclosed \$ \_\_\_\_\_

SUBMIT APPLICATION AND FEES TO:

LICENSE FEES:  
 \$10.00 for neutered male or spayed female  
 \$15.00 for unneutered male or unspayed female  
 \$55.00 for Kennel license for 3 or more dogs

Village of Osceola  
 310 Chieftain Street  
 PO Box 217  
 Osceola, WI 54020

Office Use Only

Cash	Check (#)
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(Payable to: VILLAGE OF OSCEOLA)



## VILLAGE OF OSCEOLA 2021 DOG LICENSE APPLICATION

**ALL DOGS IN THE VILLAGE OF OSCEOLA ARE REQUIRED TO BE LICENSED AND VACCINATED.  
DOG LICENSE FEES ARE DUE BY APRIL 1, 2021**

**VILLAGE OF OSCEOLA Ordinance 74** "Every person, pursuant to Chapter 174, Wisconsin Statutes, and this Ordinance, residing in the Village of Osceola who owns a dog that on January 1 is at least five (5) months old, or will be five (5) months old within the license year, shall annually seek and obtain a dog license."

**WISCONSIN STATE Statute 174.042(4)**: "If the owner of a dog negligently or otherwise permits the dog to run at large or be untagged, the owner shall forfeit not less than \$25.00 nor more than \$100.00 for the first offense and not less than \$50.00 nor more than \$200.00 for subsequent offenses."

**WISCONSIN STATE Statute 95.21(2)** requires that dogs be vaccinated for rabies by a veterinarian at no later than 5 months of age and revaccinated within one year after the initial vaccination and every 3 years thereafter.

**Proof of rabies vaccination** showing name of veterinarian and date of vaccine, as well as expiration date. The name of the vaccine manufacturer, lot and/or serial number of its required before the license can be issued per state statutes.

DOG OWNERS NAME Kyra Spadalen PARCEL # \_\_\_\_\_  
 STREET ADDRESS 945 Pioneer Dr PHONE # \_\_\_\_\_  
 CITY / STATE & ZIP Osceola, WI DATE 3-29-21  
 Home Owner  Renter

I HEREBY CERTIFY THAT I HAVE READ & UNDERSTAND THE INFORMATION ON THIS SHEET AND THE STATEMENTS ARE CORRECT. I AFFIRM THAT MY DOG HAS BEEN VACCINATED FOR RABIES. Signed [Signature]

Dog's Name	Sex Male/Female (M/F)	Neutered or Spayed (N, S or No)	Breed	Color(s)	Rabies Tag #	Vet Clinic Used	Month/Year Given & Expiration	Name of Mnfctr Lot and/or Serial #
<u>Zeus</u>	<u>M</u>	<u>N</u>	<u>German Shepherd</u>	<u>Black</u>	<u>1541</u>	<u>Osceola Vet Clinic</u>	<u>7-19-18</u>	<u>12439</u>

**LICENSE FEES:**  
 \$10.00 for neutered male or spayed female  
 \$15.00 for unneutered male or unspayed female  
 \$55.00 for Kennel License for 3 or more dogs

**SUBMIT APPLICATION AND FEES TO:**  
 Village of Osceola  
 310 Chieftain Street  
 PO Box 217  
 Osceola, WI 54020

Please submit fee with separate check from taxes  
**Fee Enclosed** \$ \_\_\_\_\_  
 (Payable to: VILLAGE OF OSCEOLA)

**Office Use Only**

Cash _____	Check (#) _____
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# Memo

To: Village Board  
From: Frances Duncanson, Village Clerk  
CC: Benjamin Krumenauer, Village Administrator  
Date: 5/7/2021  
Re: Item 8d: Special Events Permit – Regional Downtown Arts Workshop

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The Village has accepted an application from Deb Rose on behalf of the Osceola Main Street/Chamber organization for a Special Events Permit for a Regional Downtown Arts Workshop to be held on June 3<sup>rd</sup>, 2021.

This event would be held for about 20 participants at the Discovery Center and six works of art produced that day would be displayed around the Village for about a week. They would cover the installation, take down, and insurance. The impact to Village services is minimal.

## **RECOMMENDATION**

The application was reviewed by Village Department heads with no conditions or reservations; the recommendation is to approve.

## SPECIAL EVENT PERMIT APPLICATION

1. **EVENT TITLE:** Regional Downtown Arts Workshop

2. **EVENT DATE:** JUNE 3, 2021

3. **EVENT DESCRIPTION**

\_\_\_\_\_

\_\_\_\_\_

4. **APPLICANT**

Applicant's Name Deb Rose Title \_\_\_\_\_

Address 515 3<sup>rd</sup> Ave E Osceola

Phone 715 294 2598 Evening/cell phone ← same

Affiliation Osceola Main Street/Chamber

Are you an authorized applicant for this organization? Yes  No \_\_\_\_\_

Will this person be present at the event area or areas and in charge of the event at all times? Yes  No \_\_\_\_\_

5. **EVENT PRINCIPALS**

If applicable, submit a list of principals involved in the proposed special event, including professional organizers, promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced or advertised, etc. Attach additional pages if necessary.

Name Deb Rose

Organization/Business/Agency/Affiliation Osceola Main Street/Chamber

Name Germaine Ross

Organization/Business/Agency/Affiliation Osceola Main Street/Chamber

Will this person(s) have authority to cancel or greatly modify event plans?  
Yes  No \_\_\_\_\_

**6. EVENT COMPONENTS**

- A. Date requested June 3, 2021
- B. Requested hours of operation, from 8:00 AM / PM to 4:00 AM / PM
- C. Set up - beginning date and time 6/3/21 8:00 AM  
Dismantle by - date and time 6/3/21 4:30 PM
- D. Anticipated number of participants 20 spectators \_\_\_\_\_
- E. If there is a fee or donation required as a condition of attendance or participation of this event, please describe the amounts to be collected from various categories of participants or spectators: NO
- F. Rain date, if applicable NA

**7. ENTERTAINMENT**

Describe entertainment plans; if there will be music, sound amplification or any other noise impact, please describe, including the intended hours

NONE

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The applicant hereby acknowledges that it is their responsibility to comply with all applicable copyright laws and obtain all necessary licenses for any music played for this event. Further, the applicant agrees to hold the Village of Osceola harmless and indemnify the Village for any action against the Village arising from failure to comply with all applicable copyright laws. Yes \_\_\_\_\_ No \_\_\_\_\_

**8. FOOD AND BEVERAGES**

- A. Will alcoholic beverages be served? Yes \_\_\_\_\_ No X (Please note that a separate license is required for sale or serving of alcoholic beverages)

Describe how, where, when and by whom the alcoholic beverages will be served

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Describe what method will be used to ensure that alcoholic beverages will be consumed only by persons 21 years of age and older

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If yes, describe what method will be used to ensure that alcoholic beverages will be restricted to the designated area.

---

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B. Will food and/or non-alcoholic beverages be served? Yes X No ✓

If yes, describe sanitation measures, food handling procedures and the nature of the food such as pre-packaged foods, hot dogs, pre-mixed soda, raw meats, fish, vegetables, unpeeled fruit, or peeled and cut fruit

coffee / donuts in the morning - All will be packaged

Describe any plans you have for cooking food in the event area including fuel or electrical source to be used

NONE

C. Have you obtained the necessary permit from the Polk County Health Department  
Yes \_\_\_\_\_ No \_\_\_\_\_ NA

## 9. VENDORS OR CONCESSIONAIRES

A. Describe what vendors or concessionaires you will allow in conjunction with the event, and the purpose of these concessions

NONE

B. Describe how you intend to regulate, monitor, and control the type, number, and quality of vendors/concessionaires whom you may permit to operate in conjunction with the event

None

## 10. SECURITY AND SAFETY PROCEDURES

A. Describe your proposed procedures for set-up, operation, internal security, and crowd control

On site set up & tear down will be done by

Main Street / Chamber

Art project will be removed by Artist after 1 week

- B. If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event

NA

- C. Describe plans to provide first aid, if needed

Use first aid items and call for assistance if needed

- D. Describe the involvement of any vehicles or animals in the event

NA

## 11. SANITATION PLAN

- A. Describe your plan for clean up and material preservation. Include number, type, and location of trash and recycling containers to be provided for the event. Indicate who will be responsible for clean-up activities during and after the event

Staff will assist with clean up as needed

- B. Describe the number, type, and location of portable and/or permanent toilets to be provided for the event and the maintenance throughout the event

NA

**12. VILLAGE FACILITIES, SERVICES AND EQUIPMENT**

A. Describe location, timing, and requirements for any proposed street closure.

None needed  
\_\_\_\_\_  
\_\_\_\_\_

B. Describe number and location for all signs to be placed on Village property or road right-of-way. *Note that all signs may be erected 72 hours before an event and must be removed within 48 hours of the event*

NA  
\_\_\_\_\_  
\_\_\_\_\_

C. Describe Village services and/or equipment requested for this event. This includes, but is not limited to, barricades, cones, signs, tables, and other equipment.

NA  
\_\_\_\_\_  
\_\_\_\_\_

**13. LOCATION MAP**

Please attach a map or plans for your event land design. At minimum, the following items should be included. Please place a check mark (✓) by those included.

- A. If a route is involved, the beginning and finish area with arrows, and the places where buses, autos, or other motorized vehicles need to be considered
- B. Size and location of any tents or structures
- C. Entertainment or stage locations
- D. Alcoholic beverage concession area
- E. Non-alcoholic concession area
- F. Food concession area (cooking, serving, and consumption areas)
- G. General merchandise or concession areas
- H. Portable toilet facilities (indicate number) \_\_\_\_\_
- I. First aid facilities
- J. Event participant and/or spectator parking areas
- K. Event organizer's command post
- L. Fireworks or pyrotechnics site
- M. Fencing or others for securing event area
- N. Site of electrical wiring to be installed for the event
- O. Trash receptacles (indicate number) \_\_\_\_\_

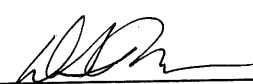
**14. INSURANCE**

You must provide proof of insurance coverage for your. Attach to this application either an insurance policy or a certificate of insurance including the policy number, amount, and the

provision that the Village of Osceola is included as an additional insured. All sponsors of events at which alcoholic beverages are served must supply the Village with a Certificate of Insurance with coverage not less than \$1,000,000 combined single limit per event and naming the Village as an additionally insured party. The applicant shall hold the Village, its employees and agents, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to person or property caused by or resulting from the activities for which the permit is granted. The applicant shall also be required to notify the Village in the event there is a modification or termination of any of the terms of the insurance coverage. Such notification shall be provided not less than two weeks prior to the effective date of the modification or termination.

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

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

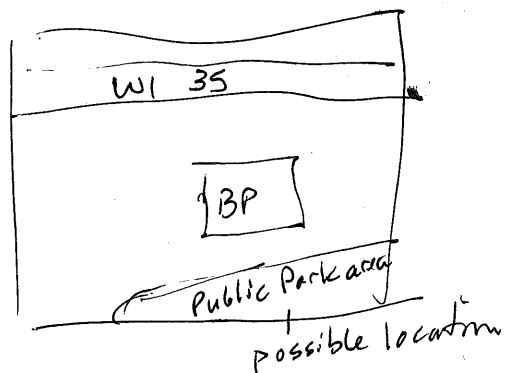
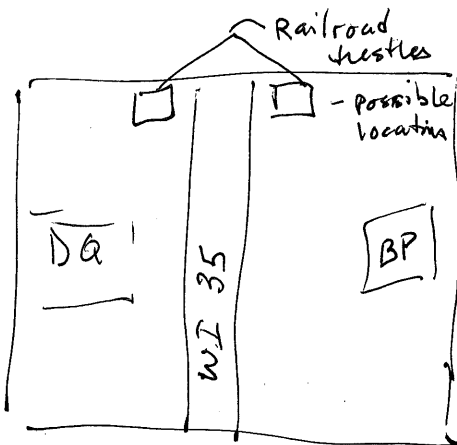
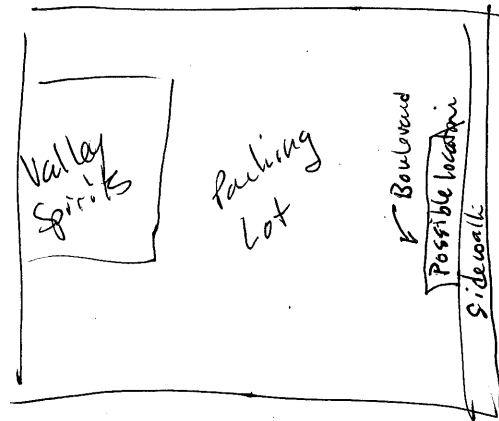
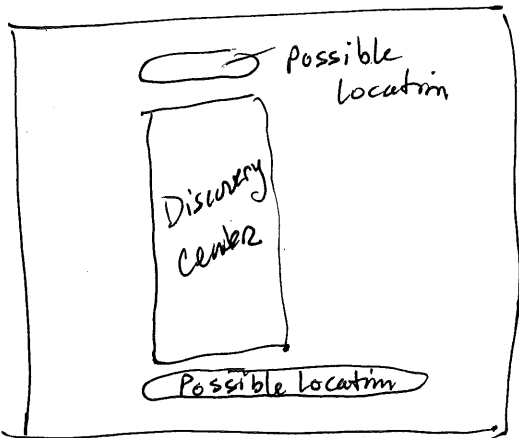
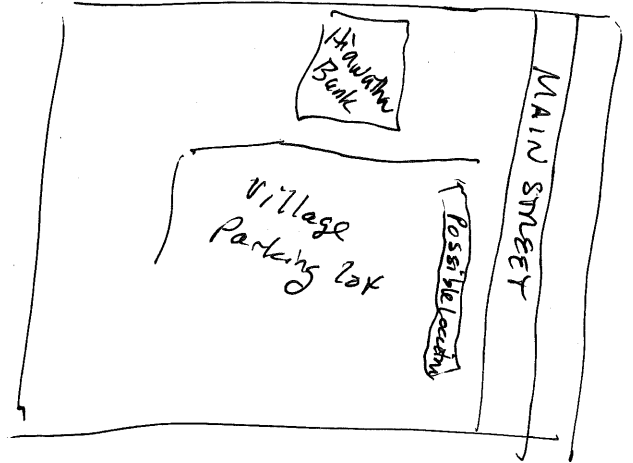
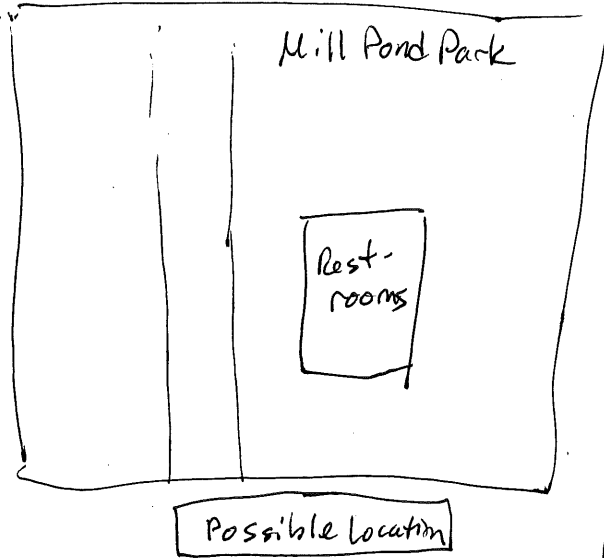
 4/30/21  
*Signature of Applicant* *Date*

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

<u>NAME</u>	<u>ORGANIZATION</u>	<u>EMERGENCY CONTACT NUMBER</u>
Deb Rose	Main Street/Chamber	715 417 0083



# Potential Art Installation Locations



FOR OFFICE USE ONLY

[Signature] 05-03-2021 Approved:  Yes  No  
Police Chief Date

# Of Police hours (Approximate): 0 Total Labor cost: 0

Comments: N/A

\_\_\_\_\_  
Fire Chief Date Approved:  Yes  No

# Of Fire hours (Approximate): \_\_\_\_\_ Total Labor cost: \_\_\_\_\_

Comments: OK, per email - FO

[Signature] 5/5/2021 Approved:  Yes  No  
Public Works Director Date

# Of Public Works hours (Approximate): 0 Total Labor cost: 0

Comments: NOTHING REQUESTED OF PUBLIC WORKS

[Signature] 05/06/21 Approved:  Yes  No  
Village Administrator Date

Grand Total Labor cost: 0

Comments: NONE

Village Board action: Approved:  Yes  No Date: \_\_\_\_\_

**VILLAGE OF OSCEOLA  
Board of Appeals**

**May 19, 2020**

Pursuant to due call and notice the Village of Osceola Plan Commission met on Tuesday, May 19, 2020 through conference call

Present: Anderson, Lones, Viebrock, Geving, Kulzer and Tomfohrde  
Absent: None  
Also in attendance: Krumenauer, public

Krumenauer called the meeting to order at 4:32 pm.

With the lack of a Committee Chair, Anderson volunteered to run the meeting. The group acknowledged.

Approval of the Agenda - Motion by Lones and seconded by Tomfohrde to approve the agenda. Vote: Yes – 6, No – 0. Motion Carried.

Discussion and Possible Action re: Accessory Structure located at 411B Ridge Road – Krumenauer outlined the item for discussion. As stated in the packed, the applicant is looking to install a 400 sqft detached accessory structure on an existing concrete pad in the front yard of the residence located at 411B Ridge Road. Current regulations require that all accessory structures be located in the side or rear of the yard and follow all zoning requirements for setback and distance. Krumenauer stated that the proximity of the house to the St. Croix River Ridge prohibits a side or rear location. With additional regulations on the lot, the applicant’s only option is to place it towards the road.

A review of the property shows two things, first, that the proposed structure location is outside of all St. Croix River regulations and that two, a variance from local zoning is required to allow the structure to be placed in the front.

Mr. Tomfohrde felt that the location is reasonable as other allowances have been granted along Ridge Road. He also felt that the location is well screened from the road with vegetation.

Mr. Geving asked if it was possible to add to the existing. Mr. Lasiuta (applicant) stated that the structure could not be added onto the existing due to utility locations, existing trees and the general setback of the existing house. He felt that the front location is the best alternative.

Mr. Krumenauer stated that the existing structure is within 25 feet of the side lot line. Additional construction would push it even closer.

Mr. Viebrock asked about the size, color, shape and materials of the proposed structure. Mr. Lasiuta described his proposal including earth tone colors, metal construction and the anchoring technique.

Mr. Krumenauer reminded the group that the Board of Appeals must make a determination on the “Three-step test” (unique property limitations, no harm to public interest and unnecessary hardship).

Mr. Anderson stated that a variance from R-4 accessory structure sideyard setbacks is also required (219-13 (D)(5)). Krumenauer acknowledged the requirement and stated it will also need to be completed.

Being that there was no additional questions, Ms. Kulzer made a motion and Mr. Geving seconded the motion to approve the variance request with the following condition(s) and finding(s)

Condition(s):

1. That a variance to 219-9 (K)(2) be granted allowing the structure to be placed in the front (road side) portion of the yard.
2. That a variance to 219-13 (D)(5) be granted allowing the structure to be placed within the standard 40 foot setback.

Finding(s):

The Board of Appeals made the following determinations in adherence to the “Three-step test”

1. unique property limitations: The proximity of the house to the bluff made a rear yard accessory structure impossible. The R-4 set back requirements prohibit any structure to be built on a legally buildable lot.
2. no harm to public interest: The structure is not within an unsafe distance to the roadway. The structure is also well screened and buffered from general view.
3. unnecessary hardship: The prohibition of accessory structures within 200feet of the St. Croix River or St. Croix River bluff place an unnecessary hardship on the applicant. An accessory structure is allowed per code, but outside regulations prohibit the location in the rear.

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

Other Business as Permitted by Law - None

Anderson adjourned the meeting at 4:47 pm

Respectfully submitted: Benjamin Krumenauer  
Village Administrator

**Village of Osceola**  
**Administration & Finance Committee Proceedings**  
**March 5, 2021**

The Administration & Finance Committee of the Village of Osceola met virtually on March 5, 2021. Chair Deb Rose called the meeting to order at 10:30 a.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                  Motion carried

**Public Forum**-There was not any members of the public present.

**Discussion and possible action re:**

Motion by Gilliland and seconded by Rose to approve the minutes of the February 8, 2021 meeting  
Ayes-2                  Nays-0                  Motion carried

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

ATT agreement for bluff tower antenna lease

Krumenauer presented two proposals from AT&T, with Option One being the preferred. This would increase tower rent to \$1400 a month in 2022 with a 2% annual increase in October 2023 and extend terms to 2048. Option Two would increase rent to \$1600 as of Jan 2022, then holding for ten years. In 2032 the rent would increase 2% annually. This agreement would expire October 2048. Option One would give an additional \$10,000 in revenue over the life of the contract; a long-term gain for the Village. Gilliland stated he is OK with Option One, as a ten-year freeze would hurt us. Rose agrees, as it seems like we are tiny entity negotiating against big business.

Motion by Gilliland and seconded by Rose to recommend to the Board to accept Option A on the ATT lease agreement.

Ayes-2                  Nays-0                  Motion carried

T-Mobile agreement for bluff tower antenna lease

T-Mobile was less amenable to a rent increase. Krumenauer was able to negotiate an additional \$100 a month, to \$1100. In the long-term the 2% escalator is important.

Motion by Gilliland and seconded by Rose to recommend to the Board to accept item 5b as proposed with T-Mobile.

Ayes-2                  Nays-0                  Motion carried

Tax increment funding policy

Krumenauer stated a TIF policy is important to provide framework for creating new TIDs, managing existing TIDs, identifying potential project scope & funding within TIDs, and setting expectations for developers. This is

policy and is not officially codified but gives guidance. The intent is to be an overarching update to previous policies.

Gilliland stated he was impressed and sees nothing to add. Rose agrees that it is super readable and straightforward and covers what we need.

Motion by Gilliland and seconded by Rose to recommend to the Board for consideration the proposed Tax Increment District Policy.

Ayes-2                      Nays-0                      Motion carried

**Any other business as permitted by law**

Gilliland asks about pending property sales. Krumenauer stated the draft agreements were submitted to the daycare and they have a couple minor questions. It is hoped to have everything in place and on the agenda Tuesday. The old library sake closes on March 15<sup>th</sup>. The map and survey will be on the upcoming agenda; everything is completed except the final site plan review that doesn't need to be done before closing.

Rose asks about the old medical center. Krumenauer responds we are still in conversation and the developers may want TIF assistance. Hopeful the building will come down this year.

Chair Rose adjourned the meeting at 11:01 a.m.

Respectfully submitted by

Frances Duncanson, MMC-WCPC  
Village Clerk

**VILLAGE OF OSCEOLA  
HISTORIC PRESERVATION COMMISSION SUMMARY OF PROCEEDINGS  
MARCH 10, 2021**

The Historic Preservation Commission of the Village of Osceola met via video and in person on March 10, 2021. Chair Deb Rose called the meeting to order at 4:31 p.m.

Present: Rose, Burch, Helgeson, Lorenz & Rice  
Absent: Viebrock  
Staff present: Administrator Krumenauer, Public Works Coordinator Waters

**Approval of agenda**

Motion by Burch and seconded by Rice to approve the agenda.  
(Vote: Yes-5, No-0. Motion Carried)

**Approval of minutes December 1, 2020 meeting**

Motion by Burch and seconded by Lorenz to approve the minutes of the December 1, 2020 meeting.  
(Vote: Yes-5, No-0. Motion Carried)

**Conditional Obstruction Permit for 207 N. Cascade Street (style Escape LLC)**

Motion by Burch and seconded by Helgeson to approve the Conditional Obstruction Permit request for 207 N. Cascade Street.  
(Vote: Yes-5, No-0. Motion Carried)

**Certificate of Appropriateness review for 209 N. Cascade Street (Janie's Cottage)**

Motion by Burch and seconded by Rice to approve a Certificate of Appropriateness for 209 N. Cascade Street.  
(Vote: Yes-5, No-0. Motion Carried)

**Certificate of Appropriateness review for 215 N. Cascade Street (Osceola Family Dental)**

Krumenauer outlined the item including the two different components under review. The first component is for the proposed wall sign. The sign as proposed is of the same style and material for the planned pole sign. The sign location and size is compliant and meets the code for format and fonts.

Rose asked if the applicant is planning to improve the surrounding wood façade. Krumenauer said he is not sure but will reach out.

Burch asked if the sign could better match with the façade instead of being white on brown wood. Krumenauer responded that the Commission could provisionally approve the sign and allow Village staff to give approval after a sign revision.

Motion by Burch and seconded by Rice to approve the proposed signage location and design with the condition that the background color be softened to better match the building.  
(Vote: Yes-5, No-0. Motion Carried)

**Certificate of Appropriateness review for Village fence project (Gristmill Park)**

Todd Waters, Public Works Coordinator outlined the proposed fence. The fence will replace the existing bluff fence in Gristmill Park and will be built from metal and wood features. The posts will be coated aluminum with wood toppers and the fencing will be comprised of steel cables and ties. Waters explained that the focus is to provide a safe barrier to the bluff and also allow for the ease of maintenance. The final color will be deep brown so as to match the natural look of the park.

Burch asked if the fence is strong enough to handle people. Waters responded affirmatively. He went on to describe that the fence will be anchored with concrete and steel with strong aluminum posts.

Rice stated his concern regarding the aesthetics. He said that the proposal was not attractive.

Rose stated that as proposed it feels a bit too industrial and needs softening.

Krumenauer explained the internal review of different fences in the downtown area and felt that this standard is consistent with the area.

Burch asked if a stone fence was reviewed and that this current option needs additional appeal.

Waters explained the importance of maintenance and serviceability. The proposed fence is easy to replace as needed and will be easy to maintain.

Rice stated that there needs to be a balance between maintenance and looks.

Waters said that that we would revise the proposal to include less steel cables and additional wood features to add appeal.

Helgeson said that she has this style fence in her backyard and likes the overall invisibility of it. She went on to state that if the Village were to soften the look by exploring less cables, then backing it could be easier to do.

After follow up comments, the Commission opted to table the discussion to the next meeting and requested staff look at other options to soften the look and provide a more appealing design.

### **Adjourn**

Rose adjourned the meeting at 5:30 pm

Respectfully submitted by:

Benjamin Krumenauer, Recording Secretary





**Library Board of Trustees**  
**Minutes of Regular Meeting March 11th, 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 5:31 p.m.

Motion to approve the agenda by Jeromy Buberl. Second by Merritt. Motion carried unanimously

A motion to approve the **Minutes for the February 2021 regular meeting** by Jessica Buberl. Seconded by Kremser. Carried unanimously.

**Citizens' Comments** - Friendshuh reported that she's been receiving lots of inquiries regarding when the library is opening.

**Director's report**- Friendshuh reported progress on the LTC Grant application, the month has also been spent preparing the library for opening. The library has received positive feedback on the children's book mystery bags. The library staff are looking forward to having people in the building again. Kremser inquired about the number of people allowed in at a time in the library.

**Monthly financials**- Jeromy Buberl made a motion to approve the monthly financial results, second by Krumenauer. Carried 7-0.

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

**Marketing Plan:** Friendshuh presented a marketing plan for the library which would work together with the strategic plan. The goal of this is to create and plan programs that are all working together to meet the goals of the library's established strategic plan.

**Annual Review of Strategic Plan:** Friendshuh presented the approved Strategic Plan from the beginning of 2020 and gave an update on our progress. There has been progress in many areas despite the challenges of the pandemic. Bjork acknowledged Friendshuh and the staff for their accomplishments the past year.

**Trustees Essential Chapter 7:-** Friendshuh shared highlights from the Trustees handbook regarding the Library Board and Personnel.



**Library Board of Trustees**

**Minutes of Regular Meeting March 11th, 2021**

**Library Plan for Opening for appointments-** Shelby presented her drafted plan for opening for visits by appointment. This is designed like the last time with the addition of some driveby hours on Saturdays as well.

Next regularly scheduled meeting will be April 8th at 5:30 pm virtually

Meeting adjourned at 6:45pm

Respectfully submitted by,

Kaitlyn Carlson  
Library Board Secretary

# Osceola Airport Commission Minutes

## March 23, 2021

Present: Joel West, Dick Johnson, Joe Greene and Pat Lee

Absent: Vacant Position

Others Present: Paul Elfstrom-Fire Chief, fire department members, community members

1. Call the meeting to order - West called the Osceola Airport Commission to order at 4:03 p.m.
2. Approval of the agenda – Motion by Johnson and seconded by Lee to approve the agenda.  
(Vote: Yes – 4, No – 0. Motion Carried)
3. Approval of the January 18, 2021 minutes – Motion by Greene and seconded by Johnson to approve the minutes of the January 18, 2021 meeting with the correction to language in item 10.  
(Vote: Yes – 4, No – 0. Motion Carried)
4. Invoices for payment – None.
5. Review of Airport Financial Statements – Krumenauer provided an update on the current airport finances. Particular items discussed include snow removal, hanger rates and payments and farm rental payment timelines.
6. Airport Manager's Report – Airport Manager Johnson had the following:
  - Johnson provided a brief update on Hanger lot options on undeveloped areas of the airport. Additional discussion will be held during the Other Business items.
7. Other Business –
  - a) 2021 fire inspection timeline and notifications – Fire Chief Paul Elfstrom presented the 2021 plan for required hanger inspections. This annual requirement allows the fire inspectors to review each hanger for compliance as well as provide support to hanger owners. Elfstrom reminded the Commission that only 2 hangers did not comply in 2019 whereas just over half complied in 2020. It is because of this issue that a more robust citation structure is being developed. The intent is to promote safety for the owners and all fire personnel. Johnson stated that the hanger lease agreement language was meant to be guidance and not necessarily require an annual inspection. West stated that the language is clear and that Village Code requires annual reviews. Other minor fire updates include a specialized truck for the airport and how to best manage hanger owner contact information. Krumenauer stated that staff will send out the letter with a planned April through early June inspection timeline.
  - b) Jet fuel system updates – West and Johnson described the current proposal for cabinet designs as well as the state of the project. A new company out of Texas is proposing a new style of cabinet. The cabinet doesn't necessarily fit the ideal structure but appears to meet all required design standards. The design team and WisBOA are looking for Commission input. No additional action taken.
  - c) Hanger lease renewals
    - i. D2 Carmel Rubel Carver – Airport Commission reviewed and signed hanger D2.
  - d) Custom Fire long term lease update – Krumenauer provided a small update on the Custom Fire Lease Agreement. CF is now planning on a later 2021 or beyond sale and is not seeking a longer lease agreement

at this time. Village staff are planning to update the contract prior to a future closing and will ensure the Commission is kept up to date on progress.

- e) Update on hanger sites – Johnson provided a brief update on size, location and feasibility of a future Tango hanger install. Of focus was the need for flexible hanger lot and structure sizes. Johnson and Krumenauer will work on providing a few options for discussion.
  - f) Review of snow plow costs – Krumenauer provided an update the past three years' worth of snow removal expenses. Airport Commission members reviewed and discussed whether or not a general RFQ should be done prior to the 2021/22 snow season.
8. Other business as permitted by law – Krumenauer provided a quick update on the Meadow Lark area and the continued interest in future subdivision expansion. He also asked for all Commission members to be on the lookout for suspicious vehicles that may be dumping materials down the sewers near the north end of the airport. The Village allows sewer waste trucks to dump, but have found recently found a few signs of wrongful dumping. Lee asked if there was any plan to pave the grass runway. Johnson responded with no currently as it is valued for glider and select aircraft landings/departures. Greene inquired about glider use on the airport. Max Waddell introduced himself and stated his desire to be a Commission member. Waddell is a regular user and is looking to learn more about the airport as well as give back some time. The Commission liked the idea and asked Krumenauer to seek the appropriate approvals.
9. Adjourn - There being no further items West adjourned the meeting at 5:25 p.m.

Respectfully submitted;  
Benjamin Krumenauer, Village Administrator

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 4/10/2021 From Account:  
Thru: 5/05/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
61965	4/12/2021	AMAZON.COM	390.95
61966	4/12/2021	BAKER & TAYLOR	102.21
61967	4/12/2021	BILL'S ACE HARDWARE	106.23
61968	4/12/2021	BOYDS OUTDOOR POWER	40.00
61969	4/12/2021	BP	993.04
61970	4/12/2021	CAPITAL ONE COMMERCIAL	229.59
61971	4/12/2021	CENTURYLINK	1,528.38
61972	4/12/2021	CINTAS	672.70
61973	4/12/2021	CORE & MAIN LP	236.24
61974	4/12/2021	DOUG WRIGHT	54.17
61975	4/12/2021	EMC INSURANCE COMPANIES	6,980.83
61976	4/12/2021	FEDERATED CO-OPS, INC.	29.99
61977	4/12/2021	HAWKINS INC	1,720.81
61978	4/12/2021	J & S GENERAL CONTRACTING	224.50
61979	4/12/2021	MICROMARKETING, LLC	114.98
61980	4/12/2021	MONARCH PAVING	614.80
61981	4/12/2021	PETTY CASH	48.56
61982	4/12/2021	PITNEY BOWES INC.	503.50
61983	4/12/2021	RIVISTAS, LLC	1,030.04
61984	4/12/2021	SHRED-IT USA	123.44
61985	4/12/2021	SIGN-XPRESS, LLC	515.00
61986	4/12/2021	VERIZON	284.14
61987	4/12/2021	VISA	96.89
61988	4/12/2021	WISCONSIN STATE LABORATORY OF HYGIENE	26.00
61989	4/12/2021	ZARNOTH BRUSH WORKS, INC.	382.50
61990	4/14/2021	BENJAMIN KRUMENAUER	70.00
61991	4/14/2021	ERIC LEHMAN	200.00
61992	4/14/2021	FRANCES DUNCANSON	1,000.00
61993	4/14/2021	GENERAL TEAMSTERS UNION	369.00
61994	4/14/2021	JENNIFER GILLER	150.00
61995	4/14/2021	JENNIFER ROYTEK	30.00
61996	4/14/2021	LUDVIGSON LAW OFFICE 2014	1,943.00
61997	4/14/2021	MUNICIPAL COURT	959.80

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## ALL Checks

Posted From: 4/10/2021 From Account:  
 Thru: 5/05/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
61998	4/14/2021	NATIONWIDE TRUST COMPANY, FSB	150.00
61999	4/14/2021	REBEKAH PALMER	150.00
62000	4/14/2021	RONALD PEDRYS	138.00
62001	4/14/2021	SHELBY FRIENDSHUH	25.00
62002	4/14/2021	TIMOTHY GADA	38.46
62003	4/14/2021	WI SCTF	499.99
62004	4/16/2021	ACTION RADIO & COMMUNICATIONS, INC.	1,531.50
62005	4/16/2021	CARQUEST	433.46
62006	4/16/2021	COMPENSATION CONSULTANTS, LTD	25.00
62007	4/16/2021	KLM ENGINEERING, INC.	1,500.00
62008	4/16/2021	MIDWEST ONE BANK	1,199.37
62009	4/16/2021	STATE OF WI - ENVIRONMENTAL IMPROVEMENT FUND	368,845.39
62010	4/16/2021	UNUM LIFE INSURANCE COMPANY OF AMERICA	399.40
62011	4/20/2021	5 ALARM FIRE AND SAFETY EQUIPMENT, LLC	254.49
62012	4/20/2021	AMAZON CAPITAL SERVICES	226.67
62013	4/20/2021	BILL'S ACE HARDWARE	498.70
62014	4/20/2021	CAPITAL ONE COMMERCIAL	388.55
62015	4/20/2021	CARQUEST	96.88
62016	4/20/2021	COMMERCIAL TESTING LAB.	1,074.75
62017	4/20/2021	CUMMINS SALES AND SERVICE	793.47
62018	4/20/2021	DELTA DENTAL PLAN OF WISCONSIN	1,140.10
62019	4/20/2021	DIGGERS HOTLINE	31.32
62020	4/20/2021	DILLON ANNIS	520.00
62021	4/20/2021	GUARDIAN PEST SOLUTIONS, INC.	115.00
62022	4/20/2021	SCHAAB, INC.	79.37
62023	4/20/2021	SPECTRUM	124.88
62024	4/20/2021	SWEEPER SERVICES INC	92.15
62025	4/20/2021	WISCONSIN RURAL WATER ASSOC.	50.00
62026	4/22/2021	AFLAC	432.04
62027	4/22/2021	DNR	45.00
62028	4/22/2021	GENERAL TEAMSTERS UNION	369.00
62029	4/22/2021	LANDMARK ARCHITECTURAL SIGNS	1,095.95
62030	4/22/2021	OSCEOLA CHAMBER/MAINSTREET	9,520.00

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## ALL Checks

Posted From: 4/10/2021 From Account:  
 Thru: 5/05/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
62033	4/28/2021	NELSON, KRISTIN	1,281.22
62034	4/28/2021	OLCHEFSKE, TANNER	1,357.54
62036	4/28/2021	AMAZON CAPITAL SERVICES	126.77
62037	4/28/2021	BENJAMIN KRUMENAUER	70.00
62038	4/28/2021	ERIC LEHMAN	200.00
62039	4/28/2021	FRANCES DUNCANSON	600.00
62040	4/28/2021	GENERAL TEAMSTERS UNION	369.00
62041	4/28/2021	JENNIFER GILLER	150.00
62042	4/28/2021	JENNIFER ROYTEK	30.00
62043	4/28/2021	PITNEY BOWES INC.	80.74
62044	4/28/2021	POLK BURNETT	52.64
62045	4/28/2021	REBEKAH PALMER	150.00
62046	4/28/2021	RONALD PEDRYS	138.00
62047	4/28/2021	RYAN KENNY	168.00
62048	4/28/2021	SHELBY FRIENDSHUH	25.00
62049	4/28/2021	TIMOTHY GADA	38.46
62050	4/28/2021	WI SCTF	499.99
62052	5/03/2021	ABM	1,360.45
62053	5/03/2021	AIDAN JASS	74.00
62054	5/03/2021	AMAZON CAPITAL SERVICES	493.49
62055	5/03/2021	AMERICAN DIVERSITY	521.76
62056	5/03/2021	ANIMAL TRAPS & SUPPLIES	39.48
62057	5/03/2021	APPRAISAL SERVICES	2,380.00
62058	5/03/2021	AXON ENTERPRISE, INC.	142.12
62059	5/03/2021	DICK'S FRESH MARKET	30.00
62060	5/03/2021	EASYITGUYS	4,682.22
62061	5/03/2021	EO JOHNSON LEASING	208.61
62062	5/03/2021	INDUSTRIAL HEALTH SERVICES NETWORK, INC.	45.90
62063	5/03/2021	NOBLE'S TIRE SERVICE	595.96
62064	5/03/2021	OSCEOLA MEDICAL CENTER	210.00
62065	5/03/2021	OSCEOLA POLICE DEPARTMENT	40.00
62066	5/03/2021	POLK COUNTY TREASURER	1,562.13
62067	5/03/2021	REGISTRATION FEE TRUST	85.00

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Posted From: 4/10/2021 From Account:  
 Thru: 5/05/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
62068	5/03/2021	RICK CARUSO	216.04
62069	5/03/2021	RYAN KENNY	200.00
62070	5/03/2021	SECURIAN FINANCIAL GROUP, INC.	335.55
62071	5/03/2021	STATE OF WISCONSIN COURT FINES & SURCHARGES	2,466.25
62072	5/03/2021	STREICHER'S	149.98
62073	5/03/2021	TACTICAL SOLUTIONS	206.00
62074	5/03/2021	TARA COUCH	50.00
62075	5/03/2021	TODD WATERS	227.51
62076	5/03/2021	UMB BANK	9,000.00
62077	5/03/2021	VILLAGE OF DRESSER	260.00
62078	5/03/2021	WEST WISCONSIN INSPECTION AGENCY, LLC	5,655.34
V4142101	4/14/2021	BACH, ANDREW	2,115.11
V4142102	4/14/2021	BURROWS, HANNAH	50.94
V4142103	4/14/2021	CADALBERT, MATTHEW	1,814.59
V4142104	4/14/2021	CARUSO, RICHARD T.	1,584.22
V4142105	4/14/2021	DAEFFLER, JESSICA	752.06
V4142106	4/14/2021	DUNCANSON, FRANCES	884.75
V4142107	4/14/2021	FELDTMOSE, MARIE K.	264.58
V4142108	4/14/2021	FRIENDSHUH, SHELBY	1,139.60
V4142109	4/14/2021	GADA, TIMOTHY	1,642.57
V4142110	4/14/2021	GILLER, JENNIFER	1,024.74
V4142111	4/14/2021	JACOBS, MICHELLE	252.36
V4142112	4/14/2021	KENNY, RYAN	1,507.75
V4142113	4/14/2021	KRENTZ, CARIE	649.74
V4142114	4/14/2021	KRUMENAUER, BENJAMIN	2,459.46
V4142115	4/14/2021	LEHMAN, ERIC M.	1,603.00
V4142116	4/14/2021	LEHMAN, JENNIFER T.	120.17
V4142117	4/14/2021	MALLIN, MICHAEL	865.11
V4142118	4/14/2021	MILLER, ANNE	634.19
V4142119	4/14/2021	PALMER, REBEKAH S.	725.24
V4142120	4/14/2021	PARO, CORA	318.66
V4142121	4/14/2021	PEDRYS, RONALD W.	2,372.40
V4142122	4/14/2021	REBHAN, TANNER	1,044.05



## GENERAL FUND CHECKING

## ALL Checks

Posted From: 4/10/2021 From Account:  
 Thru: 5/05/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
V4142123	4/14/2021	ROYTEK, JENNIFER L.	1,207.15
V4142124	4/14/2021	SCHILL, JUSTIN	1,191.78
V4142125	4/14/2021	TRACY, DAWN	493.61
V4142126	4/14/2021	TRACY, RALPH E.	1,507.97
V4142127	4/14/2021	WATERS, TODD	1,526.73
V4282101	4/28/2021	ALBERTS, AMANDA	44.32
V4282102	4/28/2021	BACH, ANDREW	1,832.07
V4282103	4/28/2021	CADALBERT, MATTHEW	1,580.90
V4282104	4/28/2021	CARUSO, RICHARD T.	1,657.20
V4282105	4/28/2021	DAEFFLER, JESSICA	487.38
V4282106	4/28/2021	DORN CUTLER, PRISCILLA R	231.65
V4282107	4/28/2021	DUNCANSON, FRANCES	1,178.97
V4282108	4/28/2021	FELDTMOSE, MARIE K.	409.05
V4282109	4/28/2021	FRIENDSHUH, SHELBY	1,139.60
V4282110	4/28/2021	GADA, TIMOTHY	1,632.56
V4282111	4/28/2021	GILLER, JENNIFER	1,027.23
V4282112	4/28/2021	JACOBS, MICHELLE	334.16
V4282113	4/28/2021	KENNY, RYAN	1,662.27
V4282114	4/28/2021	KRENTZ, CARIE	632.53
V4282115	4/28/2021	KRUMENAUER, BENJAMIN	2,459.46
V4282116	4/28/2021	LEHMAN, ERIC M.	1,575.42
V4282117	4/28/2021	LEHMAN, JENNIFER T.	98.33
V4282118	4/28/2021	MALLIN, MICHAEL	926.10
V4282119	4/28/2021	MILLER, ANNE	634.19
V4282120	4/28/2021	PALMER, REBEKAH S.	725.24
V4282121	4/28/2021	PARO, CORA	256.83
V4282122	4/28/2021	PEDRYS, RONALD W.	2,372.40
V4282123	4/28/2021	REBHAN, TANNER	1,211.24
V4282124	4/28/2021	ROYTEK, JENNIFER L.	1,264.69
V4282125	4/28/2021	SCHILL, JUSTIN	1,306.21
V4282126	4/28/2021	TRACY, DAWN	493.61
V4282127	4/28/2021	TRACY, RALPH E.	1,473.64
V4282128	4/28/2021	WATERS, TODD	1,597.75

5/06/2021

9:45 AM

Reprint Check Register - Quick Report - ALL

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ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 4/10/2021 From Account:  
Thru: 5/05/2021 Thru Account:

Check Nbr	Check Date	Payee	Amount
CITPMT042021	5/03/2021	VILLAGE OF OSCEOLA	575.62
Grand Total			510,803.48

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 4/10/2021 From Account:  
Thru: 5/05/2021 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL	78,229.64
Total Expenditure from Fund # 221 - LIBRARY	15,120.40
Total Expenditure from Fund # 250 - AIRPORT	209.90
Total Expenditure from Fund # 272 - DRESSER FORFEITURES	260.00
Total Expenditure from Fund # 275 - OSCEOLA MUNICIPAL COURT	7,142.94
Total Expenditure from Fund # 280 - ROOM TAX	9,520.00
Total Expenditure from Fund # 300 - DEBT SERVICE FUND	9,000.00
Total Expenditure from Fund # 410 - GENERAL CAPITAL FUND	1,807.95
Total Expenditure from Fund # 510 - WATER UTILITY	9,927.31
Total Expenditure from Fund # 520 - SEWER UTILITY	379,585.34
Total Expenditure from all Funds	510,803.48