

**NOTICE**  
**VILLAGE OF OSCEOLA**  
**REGULAR BOARD MEETING**

Date: Tuesday, February 13, 2024

Time: 6:00 pm CST

Place: Board Room, Room 205 (310 Chieftain Street)

**AGENDA**

1. Call to order
2. Approval of the agenda
3. Approval of the Consent Agenda items:
  - a) Approval of the minutes:
    - i. Regular meeting dated January 9, 2024
  - b) Licenses and Permits:
    - i. Operator's Licenses
      - a. Tanner Berg – Osceola Lanes
      - b. Mitchell Klatt – Cascade BP
  - c) Board, Committee, Commission and Agency Reports:
    - i. Admin & Finance      January 4, 2024      (Committee approved February 8, 2024)
    - ii. Library Board      December 14, 2023      (Commission approved January 11, 2024)
    - iii. Osceola Ambulance Board      August 16, 2023      (Commission approved January 17, 2024)
    - iv. Planning Commission      January 2, 2024      (Commission approved February 6, 2024)
  - d) Approval of vouchers payable
  - e) Budget summary (not available this month due to accounts transition)
4. Public input and ideas (Limit 5 minutes per speaker)
5. Reports:
  - a) Staff reports
    - i. Utilities
    - ii. Library
    - iii. Fire
    - iv. Building Inspection
    - v. Administration
    - vi. Police
    - vii. Public Works
  - b) Chamber of Commerce/Mainstreet
6. Other business – discussion and possible action re:
  - a) St. Croix Ojibwe – Maggie Olson and Conrad St. John
  - b) Permit Overnight Parking
  - c) Approval of airport farmland lease contract (2024 – 2026)
  - d) Approval of General Teamster Union Local 662 contract

- e) MSA Professional Services:
    - i. Resolution #24-02 Establish Public Participation Procedures for Comprehensive Plan
    - ii. FEMA AFG Application 2024
    - iii. Conceptual Design for Cascade Falls Park
  - f) Police Squad Car
  - g) Ordinance Amendment to repeal Chapter A222 and create a Fee Schedule – review only
  - h) Village’s Bond Rating
  - i) Recognition of Officer Eric Lehman’s service to the Village of Osceola
7. The Board may consider going into closed session pursuant to Wisconsin Statute §19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or to conduct other specified public business, for competitive or bargaining reasons. This pertains to sale of village parcels of land and Simmon Drive reconstruction.
  8. The Board may consider staying in closed session pursuant to Wisconsin Statute §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. This pertains to litigation with St. Croix Scenic Coalition.
  9. The Board will come out of closed session proceedings and may act on items discussed in closed session.
  10. Future agenda items and updates
  11. Adjourn

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

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

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

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

**VILLAGE OF OSCEOLA**  
**REGULAR BOARD MEETING PROCEEDINGS**  
**January 9, 2024**

The Village of Osceola met for a Regular meeting on January 9, 2024, at Village Hall. Village Trustee Gilliland called the meeting to order at 6:00 pm.

Present: Bruce Gilliland, Neil Kline, Van Burch, Arvid Maki, Bill Chantelois IV and Marsha Hovey

Absent: Brad Lutz

Staff present: Devin Swanberg, Carie Krentz, Ann Miller, Todd Waters, Rick Caruso, Andrew Bach, Paul Elfstrom and Joey Cutts

Motion by Maki and seconded by Burch to approve the agenda.

Ayes-6                      Nays-0                      Motion carried

Motion by Burch and seconded by Chantelois to approve the consent agenda.

Ayes-6                      Nays-0                      Motion carried

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

n/a

**Reports: Staff reports**

Public Works: Waters reviewed his memo.

Utilities: Caruso reviewed his memo.

Library: Miller handed out 2023 At A Glance for the Library and reviewed her memo.

Fire: Elfstrom went through runs for the month of December with 12 runs total last month, 9 in Village of Osceola, and 3 in Town of Farmington. Then reviewed memo to the board. February 10<sup>th</sup> is the Firefighters Ball at the Fire Department Building.

Building Inspection: Swanberg presented the last four years. Show it was down in 2023 due to cost of materials and interest rates, which is a national trend. Over the course of the year over \$6 million in improvements within the community. Looking to improve in 2024 with current projects already working on. Hoping for new construction because only way for residents to see a tax break in the future. Reviewed the month of December, which was quite with 4 permits issued, however permit was issued for a 12-unit apartment building valued at \$2 million.

Police: Bach reviewed his memo.

Administration: Swanberg reviewed items being addressed: continued talks with the Airport and Viebrock's; possible development on Ridge Road; meeting with the Town of Osceola regarding Simmon Drive and expect options to move forward in February. Office had a Workhorse update to accounts to align with the States accounting. Taxes are coming in, a lot of counter time for staff. Also, working with locale Ojibwe band on the Heritage Committee and to have a date on the calendar soon. CIP looking to be done sometime in April and Comp Plan public survey went out in newsletter and on website.

Chamber of Commerce/Mainstreet: Yager from Mainstreet reviewed their memo.

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

**Presentation from Terry Hauer of the Polk County Economic Development Corporation**

Hauer, executive director of PCEDC, gave a presentation and handout to board. He promotes economic development throughout our county. This past year we had Senator Tammy Baldwin visited our county, stopping at Bending Branches in Osceola and Shafer Manufacturing in Milltown supporting Made in America initiative. The biggest challenge right now is getting housing in place to make this a desirable location for people. Focus for EDC is workforce, housing, and child care, all of which are interrelated. Business expansion is going well in Polk County. Polk County is the only county in Wisconsin, out of 72, to offer an incentive program municipalities can use, at 0% financing, to try to incentivize housing to our area and was just rolled out before the 1<sup>st</sup> of this year, capped at \$70,000 per municipality with a yearly annual \$200,000 for whole county. Provides a newsletter now to inform what is going on throughout the county. Thank board for their time and the support the village provides the EDC.

**Xcel Energy – Site Lighting Plans & Details**

Swanberg stated that last week Xcel and Cedar Corp presented the lighting plan to us, along with village engineer who recommended one change on the angle of the northeast corner light and to rotate it slightly to the southeast. Last month the site plan was approved by the Planning Commission pending approval of the lighting plan by the Village Board.

Motion by Burch and seconded by Maki to approve the Site & Lighting Plan with one change recommended by village engineer. Ayes-6 Nays-0 Motion carried

**MSA contract – Stewardship Grant Application**

Drew Lindh from MSA gave an overview of what the Stewardship Grant offers. Federal and State funding depending on projects. Cascade Falls Park is project that has been approved by DNR to apply for funding. Stated a phased approach to this project is in phases, where one is being done in 2025/2026 and then another being in 2029 depending on bridge redo. First phase would be the overlook and stairs and this is what the grant application would be applying for, phase 1. May 1<sup>st</sup> is the deadline and Village would have access for funding in 2025 & 2026. This is good project for funding because it will allow better access for emergency response staff to access falls area by widening stairs and materials used. The stewardship application costs is not refundable through grant funds.

Swanberg stated we are looking to contract with MSA to write our grant application for Cascade Falls overlook and stairs phase. Reason for this request is that looking to put the stairs in our 2024 CIP and make them accessible for 365 days of the year. Also looking to put the stairs in a different locations so current stairs could be used until project is completed. Preliminary costs for new stairs was \$365,000-\$450,000 depending on material and design. Using MSA would increase our odds of being awarded the grant funding for a total of up to \$225,000 based on preliminary numbers. Discussion took place on when project would be started and completed and working with the DNR if not awarded grant with first attempt.

Motion by Burch and seconded by Chantelois to approve MSA as grant application contract for Cascade Falls overlook and stairs. Ayes-6 Nays-0 Motion carried

**Utility Pickup Replacement**

Swanberg stated current trucks are extremely old with currently no plan for replacing them and with this request they will get a on a rotating schedule for replacement and safe utility funds in the future. This rotation schedule needs to be done with all departments and working with Todd in PW. This saves the village money by not wasting on running these vehicles to the ground, where they will have value for sale and safe on all the maintenance expenses to keep these old trucks running. The funding will be cash out of the water fund that was set aside to payoff a loan, however the interest rate on loan is better than any financing for the new trucks. Swanberg stated that Caruso has done a good job getting the utilities fund to be self-supporting since 2019.

Motion by Burch and seconded by Hovey to approve the purchase of 3 trucks for the Utility Department. Ayes-6 Nays-0 Motion carried

**Resolution #24-01 Certified Survey Map, Parcel #165-00582-0000**

Swanberg stated survey was approved by the Board in summer of 2023. There needs to be a resolution, included on the certified survey map that needs to be approved by the Board. This is the property up by Kwik Trip on Ridge Road.

Motion by Maki seconded by Hovey to approve Resolution #24-01 as presented. Ayes-6 Nays-0 Motion carried

**Commission/Committee assignments**

Swanberg stated that new appointments approving Hovey to designated committees. Krentz stated Hovey was taking vacant openings and there was a change for Kline, taking off Court because he was approved to assigned BID board. The Village President will appoint members to committee after the April election.

Motion by Kline and seconded by Chantelois to approve board commission/committee assignments as presented. Ayes-6 Nays-0 Motion carried

**Discuss development of Bridge Closure Preparedness Committee**

Swanberg recommends working with Chamber and School in preparing for the bridge closing. To begin the committee could meet quarterly and then as we get closer to closure it will meet monthly or as needed. Going to approach MNDOT to have a representative to provide the updates at the meetings. Looking for discussion of Board for what they want to see from this committee. Committee would be created to share information and feedback to get community ready for the closure. Kline stated that OMC would also like to be included in committee. Kline and Maki would be happy to sit on the committee. Swanberg was looking for feedback from the Board and will work with the Chamber to get moving forward to create this committee. Hoping to get the first meeting set for March or April, 2024.

**Future agenda items and updates**

Website – employment tab.

Trustee Gilliland adjourned the meeting at 7:19 pm.

Respectfully submitted by

Carie Krentz, Village Clerk



# Memo

To: Village Board  
From: Carie Krentz  
Date: February 8, 2024  
Re: Regular Operator Licenses

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The Village has accepted applications for a Regular Operator license from the following:

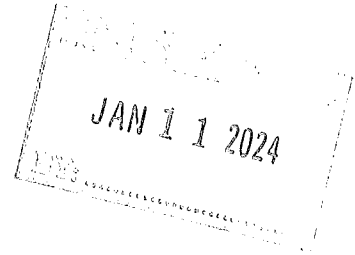
- i. Tanner Berg – Osceola Lanes; and
- ii. Mitchell Klatt – Cascade BP

## **RECOMMENDATION**

The applicants have completed background checks and will complete education requirements before license is issued. Village staff recommends approval with no additional conditions.



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### APPLICATION FOR OPERATOR'S LICENCE

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>238 85<sup>th</sup> ST</u>	
City, State, Zip: <u>CLEAR LAKE, WI 54005</u>	
Date of Birth:	County/State of Birth: <u>WI</u>
Driver's License #: (Please provide copy)	Employer Name & Phone # or Event Working: <u>Osceola Lanes</u>

Operator's licenses held in last 2 years (list communities) OR:	
Training course completed in last 2 years (provide documentation):	<u>see 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) \_\_\_\_\_

TANNER BERGMAN  
Print Name  
Tanner Bergman  
Signature

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

Application Rec'd by: CWK  
Date Application Rec'd: 1-11-24  
Police Recommendation: OK AIB jg  
Provisional License Receipt #: \_\_\_\_\_  
Provisional License #: 24-01

Date School Attended: 1-8-24  
Date Village Board Approved: \_\_\_\_\_  
Operator's Receipt #: 2796  
Operator License #: \_\_\_\_\_

# Serving Alcohol

is proud to present this certificate to

**Tanner Berg**

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  
**Qb0RIbkLT8**

Date Issued  
**Jan 8th, 2024**

**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: Tanner Berg**

**Certification Date: Jan 8th, 2024**

**Certificate Code: Qb0RIbkLT8**

**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 1

# Incident

PO BOX 217  
OSCEOLA WI 54020

Incident # **24-010034**

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	Date	Time
<input type="checkbox"/>	On or From	<b>01/18/2024</b>	<b>09:30</b>
<input type="checkbox"/>	To	<b>01/18/2024</b>	<b>:</b>
<input type="checkbox"/>	Reported	<b>01/18/2024</b>	<b>09:30</b>
			Day <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>BERG, TANNER JOSEPH</b>	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address <b>238 85TH ST</b>		DOB	DL Number		State <b>WI</b>	Work Phone <b>(715)</b>			
City, State, Zip Code <b>CLEAR LAKE WI 54005</b>		SSN	Local ID #	State #	FBI #	Cell Phone <b>0</b>			

<b>O</b>	Last, First, Middle (Firm if Business) <b>OSCEOLA, LANES</b>	Race	Sex	Age <b>0</b>	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-2275</b>
Address <b>104 N CASCADE (BOX 357) ST</b>		DOB <b>/ /</b>	DL Number		State <b>WI</b>	Work Phone <b>0</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 **Tanner Berg applied for an Operator's License for Osceola Lanes. No WI or MN criminal histories were found. License recommended by Interim Chief Bach.**

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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### APPLICATION FOR OPERATOR'S LICENCE

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>110 Jensen Blvd</u>	
City, State, Zip: <u>LULU, WI 54853</u>	
Date of Birth:	County/State of Birth: <u>Polk/WI</u>
Driver's License #: (Please provide copy)	Employer Name & Phone # or Event Working: <u>Cascade BP</u>

Operator's licenses held in last 2 years (list communities) OR:	
Training course completed in last 2 years (provide documentation):	<u>To be completed</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) \_\_\_\_\_

Mitchell Klatt  
 Print Name \_\_\_\_\_ Maiden or Previous Names Used \_\_\_\_\_

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

Application Rec'd by: Jennifer Royle Date School Attended: \_\_\_\_\_  
 Date Application Rec'd: 12/2/2021 Date Village Board Approved: \_\_\_\_\_  
 Police Recommendation: OK ASB/jgr Operator's Receipt #: \_\_\_\_\_  
 Provisional License Receipt #: 2870 Operator License #: \_\_\_\_\_  
 Provisional License #: \_\_\_\_\_

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

Page 1

# Incident

PO BOX 217  
OSCEOLA WI 54020

Incident # **24-010079**

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 <input type="checkbox"/>	Occurred	Date	Time	Day	
	<input type="checkbox"/>	On or From	<b>02/07/2024</b>	<b>10:30</b>	<b>Wed</b>	
	<input type="checkbox"/>	To	<b>02/07/2024</b>	:	<b>Wed</b>	
	<input type="checkbox"/>	Reported	<b>02/07/2024</b>	<b>10:30</b>	<b>Wed</b>	

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

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

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

<b>O</b>	Last, First, Middle (Firm if Business) <b>KLATT, MITCHELL JOHN</b>	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address <b>110 JENSON BL</b>		DOB	DL Number			State	Work Phone		
City, State, Zip Code <b>LUCK WI 54853</b>		SSN	Local ID #	State #	FBI #	Cell Phone			

<b>O</b>	Last, First, Middle (Firm if Business) <b>CASCADE, B.P.</b>	Race	Sex	Age <b>0</b>	HT	WT	Hair	Eyes	Home Phone <b>(715) 294-4086</b>
Address <b>97 CASCADE ST</b>		DOB <b>/ /</b>	DL Number <b>(OSCEOLA OIL/GAS)</b>			State <b>WI</b>	Work Phone <b>()</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 **Mitchell Klatt applied for an Operator's License for Cascade BP. No Minnesota or Wisconsin criminal histories were found. License recommended by Interim Chief Andrew Bach.**

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 ADMINISTRATION & FINANCE COMMITTEE PROCEEDINGS**  
**January 4, 2024**

The Village of Osceola Administration & Finance Committee met on January 4, 2024, at Village Hall. Chair Gilliland called the meeting to order at 4:36 pm.

Present: Bruce Gilliland, Van Burch, and Brad Lutz

Staff present: Devin Swanberg, Tanya Batchelor, Carie Krentz and Andrew Bach

Motion by Burch and seconded by Lutz to approve the agenda with moving item 4c before 4a.

Ayes-3                      Nays-0                      Motion carried

Motion by Lutz and seconded by Burch to approve the minutes dated December 7, 2023.

Ayes-3                      Nays-0                      Motion carried

**Discussion and Possible Action re:**

**Police Combination Discussion**

Swanberg stated last month discussed the possibility of combining Police Departments with St. Croix Falls. Since that time he has informed Joel West that the Village is not interested in contracting services for Police Chief. Village is interested in working towards combining departments, however we have an Interim Police Chief. West is looking for a letter from Board or Admin & Finance Committee that the Village is not interested in contracting services. Swanberg stated there is no benefit for contracted services, Interim Chief Bach will do an exceptional job as interim and it would only cost Village more funds. Discussion took place on why a letter is needed and was decided that Lutz would send a letter to West confirming contracting Police Chief services were not wanted and should be working with Administrator and Interim Police Chief to finalize combination. Swanberg also stated he had documents to review from Balsam Lake & Centuria's combination, was told it was not a complex process. Atty Paul Mahler handled that combination and he is also St. Croix Falls attorney so has been through this process. The numbers are beneficial for both municipalities and looking to move forward.

Bach left meeting at 4:41 pm.

**MSA Professional Services, Inc. – Stewardship Grant Application**

Drew Lindh from MSA went over Stewardship Grant Application they are proposing to do in 2024. Many sources of funding that are administered by the DNR. Two federal programs that Cascade Falls Project could utilize (1) land water conservation fund, for the overlook and staircase project, provides 50% of project costs, including engineering services and (2) recreational trails fund provides 80% of project costs, which could include the boardwalk to make is ADA accessible. Stated there are 5 other state programs which could be additional funding on top of the federal funding, mainly looking at River improvement. Discussion took place on options/ideas these types of funding could provide to Village projects. Lutz is looking for more information on what the second federal funding could be used for in the trails around Cascade Falls as compared to what is not included in that funding and would be included in the first program. Lindh would recommend dividing up the projects (1) would be overlook & stairs and (2) would be the trails. This funding can be applied for every year moving forward. Swanberg stated we need to decide today if we want to move forward with MSA for application services and also, determine where do we want the new stairs to be located with the overlook. Lindh is looking for the Committees recommendation to move forward and bring the contract to the full Board next week. Also mentioned that the awards are roughly awarded to 33% to applicants that apply but remember not everyone uses a firm to help them with the application. Feels would be higher if you compare only applicants that use a service to help with the application to avoid errors. Discussion on current services provided by MSA and why this is outside of those services. CORE plan being done by MSA is needed to include with the Grant application but are two different services. The funds to cover contract can come out of the CIP funding for the stairs, no general fund will be used to cover this contract.

Motion by Lutz and seconded by Burch to recommend to the Village Board to approve MSA's contract of \$10,000 for stewardship grant application.

Ayes-3                      Nays-0                      Motion carried

### **MSA - Preliminary Engineering for Cascade Falls**

Lindh wanted to discuss the preliminary engineering service for park. It been discussed to move forward in different phases. Planned on bring a finished contract, however, was not able to complete in time for this meeting. Stated his phase plan briefly is phase 1 the overlook and stairs, phase 2 the boardwalk and phase 3 could be property acquisition, pedestrian bridge and a parking lot to trails. Discussion on these options and ideas of what could be possible. The engineering services being proposed would be 50% reimbursable through grant funds. Approximate cost would be \$20-25,000 between all three phases.

### **MSA – Assistance to Firefighters Grants**

Lindh brought this up because the timeline is fast approaching. This grant can be applied for every year. It aims to equip and train emergency services and is through FEMA. Joey Cutts has identified two vehicles, currently on CIP and hoping to acquire in 2024 and 2025, fire department goals. This grant only requires a 5-10% local match. MSA can help, the application fee is \$2,500 and \$1,500 is reimbursable through the grant and has a 25% chance of being awarded. Dead line is March 8<sup>th</sup>. Swanberg is going to speak with Paul Elfstrom about getting the Friends of the Fire Department to pay for the application and then these trucks can be put on the CIP.

### **Fire Department Lift Assists**

Swanberg spoke with Paul Elfstrom regarding his budget, which was way over due to personnel. All items were explainable such as truck maintenance not expected or building maintenance that needed to be addressed and safety issues. What can be done about staffing issue? Fire Department had 151 calls last year and 86 were lift assists, 57% of the calls are for lift assists. Roughly 6 individuals show up for lift assists. Currently unable to regulate because if we go to an on-call process the wages would increase substantially. The issue is how we can limit the number of lift assists without structurally changing the system. Paul would like Burch, Swanberg and himself to meet with the ambulance to find out why are so many calls going to the department. Other calls are coming from senior living facilities, where staff should be on hand to address this issue. Krentz got some input from other municipalities on how they handle this issue. Options given were to offer so many no charge and then begin charging a fee, some charge for every lift provided with the hourly wage of staff to residence and care facilities and one was only charging care facilities. Swanberg is going to get on the agenda for Ambulance Committee on January 17<sup>th</sup>. Also, has a meeting set up to meet with Town of Farmington on the fees they pay for the Fire Department services.

### **Future Agenda items and Updates**

n/a

Chair Gilliland adjourned the meeting at 5:27 pm.

Respectfully Submitted by  
Carie Krentz, Village Clerk



**Library Board of Trustees**  
**Minutes of Regular Meeting December 14th, 2023**

**Trustees Present:** Michele Merritt, Betsy Kremser, Arvid Maki, Ron Johnson, Maureen Rogers, Taylor Baert

**Trustees Absent:** Gail Hanson

**Also present:** Director Anne Miller, Miriam Flysjo

President Michele Merritt **called the meeting to order** at 5:36 p.m.

Motion to approve the agenda by Betsy. Seconded by Taylor. Motion carried unanimously.

Motion to approve the **Minutes for the November regular meeting** by Arvid. Seconded by Maureen. Carried unanimously.

**Citizens' Comments** – Anne helped round up some new (younger) volunteers to help the Friends of the Library. One of these individuals helped with the set up for the December book sale and two others are lined up to help in January.

**Director's Report** – The Village staff have been very helpful in answering Anne's questions about the library budget. Anne has received her Grade 2 Certificate to be a library director. The library will be promoting the Memory Care Kits (Reminiscence Kits) that were acquired as part of the Libraries Transforming Communities grant. Communication will be sent to Eagle Ridge Memory Care and Christian Community Home to let them know about the availability of these items. The library internet connection has been updated to fiber, providing speeds up to 250 mbps to library staff and patrons.

**Monthly Financials** – We are projected to have \$4000 left over in the budget that can be carried over into 2024. Betsy made a motion to approve the monthly financial results, seconded by Arvid. Carried unanimously.

**Audit and Approved Bills** – Motion to pay the bills by Betsy, seconded by Taylor. Carried unanimously.

**Pre-approval of Specified 2024 Bills** – Some items that the library is billed for have invoice due dates that are prior to the library board meeting date. They may actually have been paid by the Village prior to the board meeting. Examples are water and sewer, natural gas, internet, telephone, IT support, and building repair and maintenance. For the official record, the board should pre-approve payment of these items for the 2024 calendar year. Betsy made a motion to pre-approve payment of these types of bills, seconded by Arvid. Motion carried.



**Library Board of Trustees**  
**Minutes of Regular Meeting December 14th, 2023**

**Finalize 2024 Budget** – The final version of the budget was presented and reviewed. The Village Administrator is aware that the amount the Village provides the library each year has not been increased since the library moved into the new building in 2018. Motion by Arvid, second by Maureen to approve the final version of the 2024 budget. Motion carried. Someone with grant-writing experience has volunteered to help Anne apply for grants.

**Microfilm Reader & Printer Donation Money Transfer** – The Osceola Historical Society (OHS) has contracted with the Wisconsin Historical Society to digitize all the Suns and predecessor materials. After a couple of years and a considerable investment of money, the project is still incomplete, and the issue of hosting the content hasn't been dealt with at all. Other area historical societies and Brenna Weston (Director of the Polk County History Museum) are interested in creating a consortium of organizations that could partner on grants to digitize and host collections of historical papers. Anne would like to meet with Mike Addy (OHS board member), Brenna, IFLS staff, and others to discuss this. Since the status of the project is up in the air right now, Betsy suggested holding off on transferring to the OHS the \$1000 donated by an individual to the library, originally for a microfilm reader/printer, and recently redirected to the OHS digitizing effort, until we have a clearer idea of where all this is headed.

**Library Holiday Closures** – Anne presented a proposed list of dates of library holiday closures for 2024: January 1, March 30, May 27, July 4, September 2, November 28-30, December 24, 25, 31. Motion by Betsy, second by Arvid to adopt the proposed list of closures. Motion carried.

**Library Storage Unit/Library Garage Sale** – The storage unit used by the library contains a lot of stuff that will never be used and should be disposed of so that the storage unit can be vacated. Anne asked the Friends of the Library if unused items could be put on a garage sale in June. A tent could be set up outside the library the same day as the book sale. There is room in the library for any items from the storage unit that need to be retained, either in an office or in the new storage cabinets in the workroom. Giving up the storage unit would save the library \$80/month. Arvid asked if we need to authorize the disposal of items that were purchased for the library. Anne thought there was probably no need since the library disposes of books and other items on an ongoing basis, but she will check with John Thompson (IFLS Director) to be sure.

Next board meeting will be January 11 at 5:30 pm.

President Merritt declared the meeting adjourned at 6:58 pm.

Respectfully submitted by  
Ron Johnson, Library Board Secretary

*Osceola Area Ambulance Service  
Board Meeting 8/16/23 minutes  
Held @ OAAS Hall*

Called to order by Helen Johnson @ 6:00pm

Present – Dale Lindh, Bryan “Fatboy” Raddatz, Jim Connors, Robyn Foster, Margaret Bader, Darrin Frandsen, Debbie Swanson, Helen Johnson and Van Burch

Absent – Dan Burch

Motion to accept agenda.

Dale Lindh

2<sup>nd</sup> Dan Burch

All in favor – passed

Motion to approve 5/11/23 meeting minutes.

Dale Lindh

2<sup>nd</sup> Margaret Bader

All in favor – passed

Directors Report – YTD Runs = 297

This is the last month of the Flex Grant Retention Bonus.

Motion to approve - Director’s Report

Bryan “Fatboy” Raddatz

2<sup>nd</sup> Dale Lindh

All in favor – passed

Motion to approve April, May + June 2023 Financial Reports

Jim Connors

2<sup>nd</sup> Darrin Frandsen

All in favor – passed

Motion to approve – Dedicated Cell Phone Booster {We Boost Signal Booster} for the Ambulance {#1}.

Bryan “Fatboy” Raddatz

2<sup>nd</sup> Van Burch

All in favor – passed

Motion to approve – 2024 Proposed Budget

Dale Lindh

2<sup>nd</sup> Margaret Bader

All in favor – passed



Update from the 501C3 Board – Meeting was held 8/3/23. Everything {Financials} is current awaiting any needs.

Agenda items for next meeting –

July, August, September, October + November {December?} 2023 financials

Cell phone Booster {How's it working?}

Irrigation Water usage

Next Meeting - Wednesday 1/17/24

Motion to adjourn 6:27pm

Margaret Bader

2<sup>nd</sup> Jim Connors

All in favor – passed

Please note: these minutes have not been approved

Secretary - Bryan “Fatboy” Raddatz

## PLAN COMMISSION MEETING PROCEEDINGS

### January 2, 2024

The Plan Commission of the Village of Osceola met on January 2, 2024, to hold a regular monthly meeting. Chair Gilliland called the meeting to order at 6:00 p.m.

Present: Bruce Gilliland, Brad Lutz, Kim O'Connell, Dennis Tomfohrde, Bill Chantelois V, Rob Bullard, and Mike Sine

Others present: Devin Swanberg and Tanya Batchelor

Motion to approve the agenda was made by Bullard, second by Chantelois.

Motion passed 7-0

Motion to approve the minutes of the previous meeting, December 5, 2023, was made by Bullard, second by O'Connell.

Motion passed 7-0

**Public Input and Ideas-** None

#### **Discussion and possible action re:**

##### a. Comprehensive Plan Update

Swanberg explained this will be on every agenda until it is completed. The survey is now live and was sent out with utility bills in December. Our new website is up and running as of Saturday and the survey is on the website as well.

##### b. Ridge Road Future Development

Swanberg explained that he has met with Matt Hayton to discuss a possible development that would include housing and a church. The property is located in TID#3 and we don't want to lose the taxes on a church. Matt Hayton has agreed to pay a PILOT (Payment In Lieu of Taxes) which will help with the development of the road in this TID. The PILOT would only be on the church property and would end in 2040, when the TID is closed. The proposed development includes 32 to 50 housing units and this portion would be taxable as it is developed. Devin stated the price for this property is \$200,000, which is market rate. Utilities are located in the cul-du-sac and the developer would pay for extending utilities from there. There was discussion whether this property has ever been marketed and what market rate is for this area. The village took bids on the property prior to Kwik Trip coming. A development agreement will be necessary for this property. There will be more discussion on this before anything is finalized. The Town of Farmington is doing a traffic study on Hwy 35 south of this property, so Devin will reach out to see if we could include Ridge Road in the study. No action was taken.

The Board may consider going into closed session pursuant to Wisconsin Statue §19.85(1)(e) deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session. This pertains to possible sale of land, PID #165-00582-0000. Closed Session was not needed.

Future Agenda Items – Update on the lawsuit – January 23, 2024 is the hearing.

The meeting was adjourned at 6:26 p.m.

Minutes Respectfully submitted by Tanya Batchelor, Village Treasurer

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 1/01/2024 From Account:  
Thru: 2/08/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
MTA	1/03/2024	MTA-MY TAX ACCOUNT	2,547.30
MTA	1/31/2024	MTA-MY TAX ACCOUNT	3,822.96
66187	1/04/2024	ABT MAILCOM	1,613.00
66188	1/04/2024	AMAZON CAPITAL SERVICES	138.68
66189	1/04/2024	APPRAISAL SERVICES	2,640.00
66190	1/04/2024	ARROWHEAD SCIENTIFIC, INC.	362.29
66191	1/04/2024	AT&T MOBILITY	571.49
66192	1/04/2024	CAMPION, BARROW & ASSOCIATES	455.00
66193	1/04/2024	ERIC LEHMAN	230.00
66194	1/04/2024	ERIC LEHMAN	629.91
66195	1/04/2024	JENNIFER L. ROYTEK	30.00
66196	1/04/2024	LAKELAND COMMUNICATIONS	205.27
66197	1/04/2024	NATIONWIDE TRUST COMPANY, FSB	100.00
66198	1/04/2024	NEO ELECTRICAL SOLUTIONS, LLC	1,265.00
66199	1/04/2024	OSCEOLA MEDICAL CENTER	130.00
66200	1/04/2024	PDI TECHNOLOGIES	59.94
66201	1/04/2024	PITNEY BOWES INC.	204.53
66202	1/04/2024	POLK BURNETT	52.52
66203	1/04/2024	PRO-GREEN CLEANING & JANITORIAL	1,950.00
66204	1/04/2024	SIRCHIE ACQUISITION COMPANY	987.55
66205	1/04/2024	TANNER REBHAN	50.00
66206	1/04/2024	THE BITWORKS INC.	8,554.00
66207	1/04/2024	THE HOME DEPOT PRO	312.18
66208	1/04/2024	TRIPLE TIRE	1,480.00
66209	1/04/2024	ULINE	588.02
66210	1/04/2024	WEST WISCONSIN INSPECTION AGENCY, LLC	505.00
66211	1/04/2024	WI PROFESSIONAL POLICE ASSOCIATION	89.00
66212	1/04/2024	WI SCTF	54.59
66213	1/04/2024	XCEL ENERGY	100.00
66214	1/09/2024	AMAZON CAPITAL SERVICES	258.63
66215	1/09/2024	BILL'S ACE HARDWARE	225.79
66216	1/09/2024	BRIGHTSPEED	1,121.38
66217	1/09/2024	CAPITAL ONE TRADE CREDIT	395.82

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 1/01/2024 From Account:  
Thru: 2/08/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
66218	1/09/2024	CARLSON HIGHLAND	85.00
66219	1/09/2024	CULLIGAN OF RICE LAKE	12.00
66220	1/09/2024	DAREL HALL	102.58
66221	1/09/2024	DIGGERS HOTLINE	50.46
66222	1/09/2024	DOMINION VOTING	241.89
66223	1/09/2024	EMC INSURANCE COMPANIES	329.00
66224	1/09/2024	J & S GENERAL CONTRACTING	214.25
66225	1/09/2024	JOSEPH & ELIZABETH DRUTSCHMANN	151.46
66226	1/09/2024	JUSTIN SCHILL	1,000.00
66227	1/09/2024	KWIK TRIP	1,338.39
66228	1/09/2024	LAKELAND COMMUNICATIONS	555.59
66229	1/09/2024	LUDVIGSON LAW OFFICE	515.00
66230	1/09/2024	MIKE MALLIN	1,000.00
66231	1/09/2024	MWSCO	2,741.38
66232	1/09/2024	NEI ELECTRIC	3,113.37
66233	1/09/2024	NORTH SHORE BANK	4,703.72
66234	1/09/2024	NORTHWOOD TECHNICAL COLLEGE	8,031.13
66235	1/09/2024	OSCEOLA SCHOOL DISTRICT	221,420.17
66236	1/09/2024	OSCEOLA UTILITIES	5,078.60
66237	1/09/2024	PERRY & JACQUELINE RICE	232.40
66238	1/09/2024	PHILLIP WAKEFIELD	232.40
66239	1/09/2024	POLK COUNTY ECONOMIC DEVELOPMENT CORP	2,765.00
66240	1/09/2024	POLK COUNTY TREASURER	94,082.41
66241	1/09/2024	ROBERT W. BAIRD & COMPANY	1,500.00
66242	1/09/2024	SECURIAN FINANCIAL GROUP, INC.	328.91
66243	1/09/2024	TANYA BATCHELOR	26.20
66244	1/09/2024	THE OSCEOLA SUN	1,347.88
66245	1/09/2024	THOMSON REUTERS - WEST	138.92
66246	1/09/2024	TODD WATERS	1,000.00
66247	1/09/2024	WSI TECHNOLOGIES	360.00
66248	1/09/2024	ZARNOTH BRUSH WORKS, INC.	101.95
66249	1/17/2024	ADVANCED GRAPHIX INC.	327.40
66250	1/17/2024	ANDERSON TECHNOLOGIES	97.50

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 1/01/2024 From Account:  
Thru: 2/08/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
66251	1/17/2024	BAKER & TAYLOR	2,469.45
66252	1/17/2024	BILL'S ACE HARDWARE	110.53
66253	1/17/2024	CINTAS	647.18
66254	1/17/2024	COMPENSATION CONSULTANTS, LTD	25.00
66255	1/17/2024	DEBRA ROSE	17.50
66256	1/17/2024	EDWARD YARBROUGH	281.19
66257	1/17/2024	EMC INSURANCE COMPANIES	22,770.49
66258	1/17/2024	EO JOHNSON LEASING	193.85
66259	1/17/2024	ERIC LEHMAN	230.00
66260	1/17/2024	GENERAL TEAMSTERS UNION	386.00
66261	1/17/2024	JENNIFER L. ROYTEK	30.00
66262	1/17/2024	LAKELAND ILEC	2,730.75
66263	1/17/2024	LEXIPOL, LLC	3,579.91
66264	1/17/2024	LUCK PUBLIC LIBRARY	15.00
66265	1/17/2024	MIDWEST ONE - VISA	1,481.56
66266	1/17/2024	MIDWEST ONE - VISA	650.91
66267	1/17/2024	MIDWESTONE	1,168.95
66268	1/17/2024	NEI ELECTRIC	2,824.23
66269	1/17/2024	OSCEOLA AREA AMBULANCE	42,360.00
66270	1/17/2024	OSCEOLA CHAMBER OF COMMERCE	7,500.00
66271	1/17/2024	OSCEOLA TOWING & REPAIR	135.00
66272	1/17/2024	RYAN HALL	111.70
66273	1/17/2024	TANNER REBHAN	50.00
66274	1/17/2024	THE BITWORKS INC.	3,392.50
66275	1/17/2024	THE OSCEOLA SUN	208.56
66276	1/17/2024	THE POLICE AND SHERIFFS PRESS	48.05
66277	1/17/2024	UNUM LIFE INSURANCE COMPANY OF AMERICA	343.89
66278	1/17/2024	VERIZON	235.76
66279	1/17/2024	WI SCTF	54.59
66280	1/17/2024	XCEL ENERGY	12,881.98
66281	1/24/2024	AMAZON CAPITAL SERVICES	167.33
66282	1/24/2024	ANDERSON TECHNOLOGIES	48.75
66283	1/24/2024	ARDEN SPECIALTY, LLC	117.57

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 1/01/2024 From Account:  
 Thru: 2/08/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
66284	1/24/2024	ASSOCIATED BANK GREEN BAY, N.A.	475.00
66285	1/24/2024	BILL'S ACE HARDWARE	110.72
66286	1/24/2024	BLUESTONE SAND & GRAVEL	338.00
66287	1/24/2024	COMMERCIAL TESTING LAB.	1,114.00
66288	1/24/2024	DELTA DENTAL PLAN OF WISCONSIN	880.46
66289	1/24/2024	DIAMONDBACK AIRBOATS	40,000.00
66290	1/24/2024	DICK'S FRESH MARKET	480.30
66291	1/24/2024	FAHRNER ASPHALT SEALERS, LLC	3,350.00
66292	1/24/2024	HOME DEPOT CREDIT SERVICES	1,623.53
66293	1/24/2024	MCMASTER-CARR	317.61
66294	1/24/2024	MICHELLE KRENN	198.91
66295	1/24/2024	NORTHLAND SURVEYING, INC	2,585.00
66296	1/24/2024	ODP BUSINESS SOLUTIONS	239.94
66297	1/24/2024	SHORT ELLIOTT HENDRICKSON	467.77
66298	1/24/2024	THOMAS & KATHRYN PASKVAN	37.47
66299	1/24/2024	TRILOGY CONSULTING, LLC	270.00
66300	1/24/2024	TRIPLE TIRE	666.76
66301	1/24/2024	WE ENERGIES	3,223.28
66302	1/24/2024	WI STATE LABORATORY OF HYGIENE	84.00
66303	1/24/2024	ZACHARY BLEVINS	232.40
66304	1/31/2024	ACTION RADIO & COMMUNICATIONS, INC.	457.75
66305	1/31/2024	AFLAC	435.64
66306	1/31/2024	AMAZON CAPITAL SERVICES	721.86
66307	1/31/2024	ARROWHEAD SCIENTIFIC, INC.	90.87
66308	1/31/2024	BAKKE NORMAN. S.C.	1,905.50
66309	1/31/2024	CAPITAL ONE TRADE CREDIT	412.83
66310	1/31/2024	CORE & MAIN LP	1,601.66
66311	1/31/2024	DONALD KANE	232.40
66312	1/31/2024	DWAYNE WRIGHT	114.27
66313	1/31/2024	EAGLE ENGRAVING, INC	825.75
66314	1/31/2024	EO JOHNSON LEASING	519.55
66315	1/31/2024	ERIC LEHMAN	230.00
66316	1/31/2024	GUARDIAN PEST SOLUTIONS, INC.	129.67

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 1/01/2024 From Account:  
Thru: 2/08/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
66317	1/31/2024	JENNIFER L. ROYTEK	30.00
66318	1/31/2024	JOHN DEERE FINANCIAL	409.81
66319	1/31/2024	MICHAEL DUNHAM	204.83
66320	1/31/2024	MSA PROFESSIONAL SERVICES	2,853.00
66321	1/31/2024	NORTHERN LAKE SERVICE, INC.	357.20
66322	1/31/2024	O'REILLY AUTOMOTIVE STORES INC.	199.37
66323	1/31/2024	ODP BUSINESS SOLUTIONS	238.30
66324	1/31/2024	OSCEOLA AREA CHAMBER OF COMMERCE	6,657.64
66325	1/31/2024	PETTY CASH-LIBRARY	184.93
66326	1/31/2024	POLK BURNETT	51.56
66327	1/31/2024	SHORT ELLIOTT HENDRICKSON	2,500.00
66328	1/31/2024	SHORT ELLIOTT HENDRICKSON	2,250.00
66329	1/31/2024	TANNER REBHAN	50.00
66330	1/31/2024	THE HOME DEPOT PRO	360.84
66331	1/31/2024	TOWN OF OSCEOLA	2,000.00
66332	1/31/2024	WEST CENTRAL BIOSOLIDS COMMISSION	14,104.78
66333	1/31/2024	WI DEPT OF JUSTICE - TIME	975.00
66334	1/31/2024	WI PROFESSIONAL POLICE ASSOCIATION	133.50
66335	1/31/2024	WI SCTF	54.59
66336	1/31/2024	WISCONSIN RURAL WATER ASSOC.	480.00
66337	2/01/2024	DANIEL & LAUREL OLSON	232.40
66338	2/01/2024	VFIS/GLATFELTER SPECIALTY BENEFITS	8,310.00
EFTPS	1/03/2024	EFTPS	16,993.58
EFTPS	1/17/2024	EFTPS	10,601.73
EFTPS	1/31/2024	EFTPS	21,182.52
WI DOR	1/17/2024	WISCONSIN DEPARTMENT OF REVENUE	10.00
COL LIFE	1/09/2024	COLONIAL LIFE	92.28
COL LIFE	1/30/2024	COLONIAL LIFE	138.42
V1032401	1/03/2024	ANNIS, DYLAN P.	583.66
V1032402	1/03/2024	BACH, ANDREW	2,442.50
V1032403	1/03/2024	BATCHELOR, TANYA	2,085.63
V1032404	1/03/2024	BROTZLER, TRENT	257.09
V1032405	1/03/2024	CARUSO, RICHARD T.	2,680.61

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 1/01/2024 From Account:  
Thru: 2/08/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V1032406	1/03/2024	CONNORS, JOSHUA J.	1,881.17
V1032407	1/03/2024	CONNORS, JR., JAMES A.	414.65
V1032408	1/03/2024	CUTTS, JARED	603.97
V1032409	1/03/2024	CUTTS, JOEY R.	789.59
V1032410	1/03/2024	ELFSTROM, PAUL	2,650.44
V1032411	1/03/2024	FELDTMOSE, MARIE K.	803.87
V1032412	1/03/2024	FUGATE, CHRISTOPHER	83.11
V1032413	1/03/2024	GILLER, JENNIFER	1,410.64
V1032414	1/03/2024	HOVERMAN, RICHARD D.	468.95
V1032415	1/03/2024	JACOBS, MICHELLE	613.44
V1032416	1/03/2024	KENNY, RYAN	3,108.72
V1032417	1/03/2024	KRENTZ, CARIE	1,635.61
V1032418	1/03/2024	LEHMAN, ERIC M.	1,810.62
V1032419	1/03/2024	LEHMAN, JENNIFER T.	166.23
V1032420	1/03/2024	LOESCHER, TIMOTHY	210.55
V1032421	1/03/2024	MAHLER, SCOTT	152.38
V1032422	1/03/2024	MALLIN, MICHAEL	3,489.84
V1032423	1/03/2024	MAXWELL, TYLER	277.05
V1032424	1/03/2024	McKENZIE, CRAIG	609.51
V1032425	1/03/2024	MILLER, ANNE	1,571.81
V1032426	1/03/2024	MORTENSON, ADAM	113.59
V1032427	1/03/2024	OLCHEFSKE, TANNER	2,333.69
V1032428	1/03/2024	PARENT, RICHARD	646.45
V1032429	1/03/2024	PARO, CORA	529.25
V1032430	1/03/2024	PAULSON, KYLE	378.63
V1032431	1/03/2024	PORTER, JEREMY G.	663.07
V1032432	1/03/2024	QUIST, ROBERT	55.41
V1032433	1/03/2024	REBHAN, TANNER	1,990.94
V1032434	1/03/2024	ROYTEK, JENNIFER L.	1,225.16
V1032435	1/03/2024	SCHILL, JUSTIN	2,504.26
V1032436	1/03/2024	SNYDER, BRIAN	115.44
V1032437	1/03/2024	STANTON, JEFFREY T	27.70
V1032438	1/03/2024	STARK, DONALD	744.34



## GENERAL FUND CHECKING

## ALL Checks

Posted From: 1/01/2024 From Account:  
Thru: 2/08/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V1032439	1/03/2024	STROBACH, DANIEL P.	55.41
V1032440	1/03/2024	SWANBERG, DEVIN	2,894.05
V1032441	1/03/2024	TRACY, DAWN	588.32
V1032442	1/03/2024	TRACY, RALPH E.	2,250.57
V1032443	1/03/2024	TREMBLAY, MATTHEW	1,768.69
V1032444	1/03/2024	WATERS, TODD	2,779.19
V1032445	1/03/2024	WISTROM, DAVID	46.17
V1172401	1/17/2024	BACH, ANDREW	2,179.83
V1172402	1/17/2024	BACHELOR, TANYA	1,763.69
V1172403	1/17/2024	BURROWS, TIM	163.46
V1172404	1/17/2024	CARUSO, RICHARD T.	1,804.40
V1172405	1/17/2024	FELDTMOSE, MARIE K.	656.10
V1172406	1/17/2024	GILLER, JENNIFER	1,415.75
V1172407	1/17/2024	HOVERMAN, RICHARD D.	522.15
V1172408	1/17/2024	JACOBS, MICHELLE	844.68
V1172409	1/17/2024	KENNY, RYAN	1,585.09
V1172410	1/17/2024	KRENTZ, CARIE	1,700.52
V1172411	1/17/2024	LEHMAN, ERIC M.	1,835.39
V1172412	1/17/2024	LEHMAN, JENNIFER T.	277.05
V1172413	1/17/2024	MALLIN, MICHAEL	1,556.48
V1172414	1/17/2024	MILLER, ANNE	1,275.85
V1172415	1/17/2024	PARO, CORA	876.88
V1172416	1/17/2024	REBHAN, TANNER	1,936.01
V1172417	1/17/2024	ROYTEK, JENNIFER L.	1,506.17
V1172418	1/17/2024	SCHILL, JUSTIN	1,546.15
V1172419	1/17/2024	SWANBERG, DEVIN	2,894.05
V1172420	1/17/2024	TRACY, DAWN	680.10
V1172421	1/17/2024	TRACY, RALPH E.	1,753.73
V1172422	1/17/2024	TREMBLAY, MATTHEW	1,890.08
V1172423	1/17/2024	WATERS, TODD	1,789.84
V1312401	1/31/2024	BACH, ANDREW	2,179.83
V1312402	1/31/2024	BACHELOR, TANYA	1,662.76
V1312403	1/31/2024	CARUSO, RICHARD T.	1,804.39

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 1/01/2024 From Account:  
 Thru: 2/08/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V1312404	1/31/2024	FELDTMOSE, MARIE K.	726.88
V1312405	1/31/2024	GILLER, JENNIFER	1,415.75
V1312406	1/31/2024	HOVERMAN, RICHARD D.	522.15
V1312407	1/31/2024	JACOBS, MICHELLE	964.80
V1312408	1/31/2024	KENNY, RYAN	1,937.68
V1312409	1/31/2024	KRENTZ, CARIE	1,700.52
V1312410	1/31/2024	LEHMAN, ERIC M.	1,881.56
V1312411	1/31/2024	LEHMAN, JENNIFER T.	249.34
V1312412	1/31/2024	MALLIN, MICHAEL	1,556.46
V1312413	1/31/2024	MILLER, ANNE	1,275.85
V1312414	1/31/2024	PARO, CORA	761.92
V1312415	1/31/2024	REBHAN, TANNER	1,817.03
V1312416	1/31/2024	ROSSING, SHIRLEY	66.50
V1312417	1/31/2024	ROYTEK, JENNIFER L.	1,361.35
V1312418	1/31/2024	SCHILL, JUSTIN	1,546.14
V1312419	1/31/2024	SWANBERG, DEVIN	2,894.05
V1312420	1/31/2024	TRACY, DAWN	731.85
V1312421	1/31/2024	TRACY, RALPH E.	1,670.77
V1312422	1/31/2024	TREMBLAY, MATTHEW	1,897.96
V1312423	1/31/2024	WATERS, TODD	1,789.84
WRS - EFT	1/31/2024	WRS-EFT	15,543.52
GREAT WEST	1/03/2024	GREAT WEST	697.19
GREAT WEST	1/17/2024	GREAT WEST	660.71
GREAT WEST	1/31/2024	GREAT WEST	660.59
CENTRALSTAT	1/17/2024	CENTRAL STATES H&W FUND	7,441.20
BPSTMT012024	1/16/2024	BP	113.72
CENTRALSTATE	1/23/2024	CENTRAL STATES H&W FUND	11,575.20
Grand Total			802,325.10

GENERAL FUND CHECKING

ALL Checks

Posted From: 1/01/2024 From Account:  
Thru: 2/08/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	311,927.23
Total Expenditure from Fund # 240 - LIBRARY FUND	27,631.95
Total Expenditure from Fund # 250 - AIRPORT	1,451.87
Total Expenditure from Fund # 265 - BUSINESS IMPROVEMENT DISTRICT	6,657.64
Total Expenditure from Fund # 275 - OSCEOLA MUNICIPAL COURT	2,838.99
Total Expenditure from Fund # 300 - DEBT SERVICE FUND	1,643.95
Total Expenditure from Fund # 400 - GENERAL CAPITAL FUND	50,334.40
Total Expenditure from Fund # 450 - TIF #3 FUND	2,585.00
Total Expenditure from Fund # 610 - WATER UTILITY	27,654.43
Total Expenditure from Fund # 620 - SEWER UTILITY	46,065.93
Total Expenditure from Fund # 850 - TAX AGENCY FUND	323,533.71
Total Expenditure from all Funds	802,325.10



# Memo

To: President Lutz and Village Board Members  
From: Rick Caruso, Utilities Coordinator  
CC: Carie Krentz  
Date: February 13, 2024  
Re: Utility Department February Board Update

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## Water Utility:

- Water produced in January totaled 5.489 million gallons.
- Utility pickup order has been placed with an initial estimated delivery of 3-6 months. We will be updated with an ETA when the order has been retrieved for building by the factory.
- The warm weather has allowed us to start our large meter testing. Meters 1.5 inches and larger are required to be tested in intervals determined by the Public Service Commission to ensure accurate registration. Operators configured a meter testing assembly and were able to complete some tests. Testing must be done above freezing due to the volume and velocity of water used sometimes nearing 400 gallons per minute.
- Our focus currently is our lead and copper inventory. With the October deadline approaching for initial inventory, we are contributing to the inventory map daily, making a large amount of progress in January. Our goal is to have this ready for submittal in the next few months to allow for any updates by the deadline. To complete the inventory, we are required to search through all utility records to determine if the utility side or customer side of a service line contains lead for all active service lines within the distribution system.

## Sewer Utility:

- Wastewater treated in January totaled 6.792 million gallons.
- The scum pump has been repaired with a new cutting assembly installed. Last month a float switch was found to be faulty and operators took the opportunity to inspect the pump for wear, revealing a failing cutter assembly.
- Regular testing and maintenance of our stationary backup generator revealed a failure of the start batteries causing a no start condition. We were fortunate to source batteries and have the backup generator operational the same day. Regular testing of the generator is required by state code, however finding failures during regular testing highlights the importance of our regular testing and maintenance.

# Memo

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

**From:** Anne J. Miller, Library Director

**CC:** Village Board of Osceola

**Date:** February 2024

## **DIRECTOR/ADMINISTRATION**

After attending an Annual Report Help Day with IFLS Staff, I completed the Annual Report, which is due to the state on February 29. While it is a task dreaded by many directors, once I had all of the information gathered, it was a fairly simple process to enter the data into the form.

I also began my first class, Basic Library Administration, to fulfill the requirements to become a Grade II certified library director.

## **MATERIALS CIRCULATION**

January 2024, Total Items Circulated: 4872

Public Computer Uses for January 2024: 166

eBook Checkouts for January 2024: 1624

New Patrons in January 2024: 27

## **COLLECTIONS**

We added 160 items to our shelves. I am excited to report that our memory care kits have started circulating, and as of this writing four of the seven available kits are checked out.

## **EVENTS & ACTIVITIES**

### **January 2024 Events/Participation:**

The Adult Winter Reading Program kicked off on January 2. Through the end of March adults are invited to participate in the program by reading books, watching movies/shows, and attending library programs. For each of the above that is completed, they can fill out a form to be entered in the prize drawing at the end of March. The 2<sup>nd</sup> Annual Puzzle Contest was held on January 27<sup>th</sup> with 7 teams competing to see who could finish a 1000-piece puzzle the fastest. The team Puzzling Family finished in 1 hour 57 minutes.

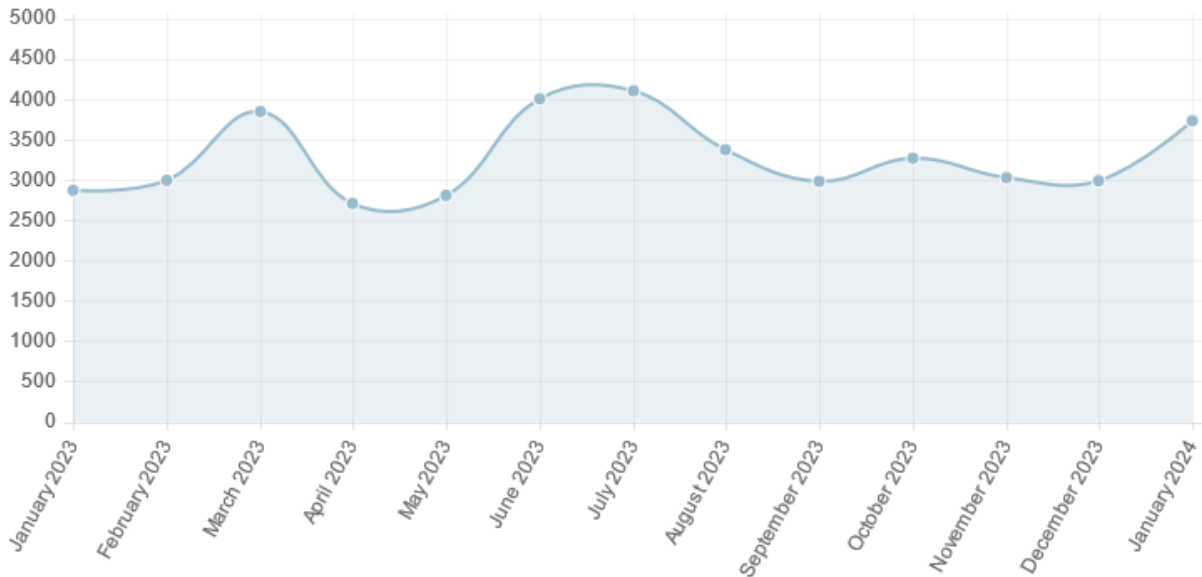
Storytime started up again after a break over the holidays, and a school's out event with games and activities was held on the Osceola In-Service day. Both Adult Book Discussions were held in January

**FACILITIES & STAFF**

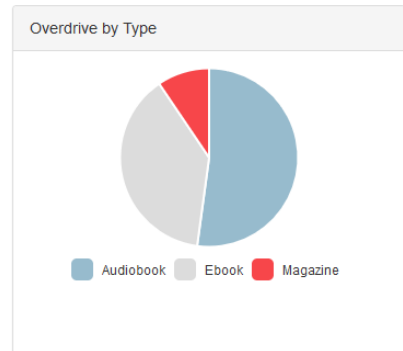
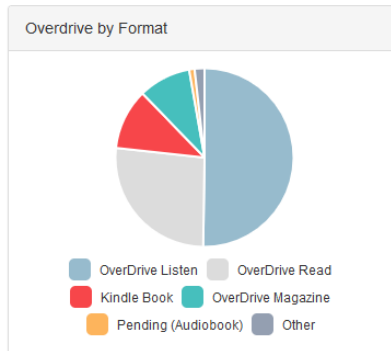
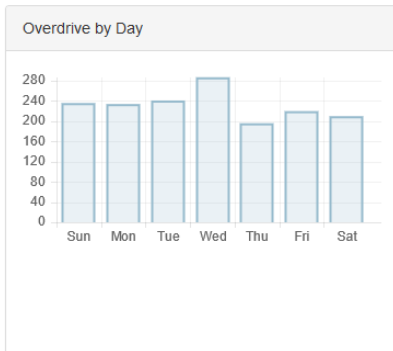
After consulting with Todd Waters (as he and the Village Crew will do the installation), I placed an order for gallery wall hardware. This hanging system will be placed above the countertop which is located in the hallway between the Adult and Children’s areas of the library. My hope is to work with area artists and the school district to provide a space for them to showcase the artistic talents of our community.

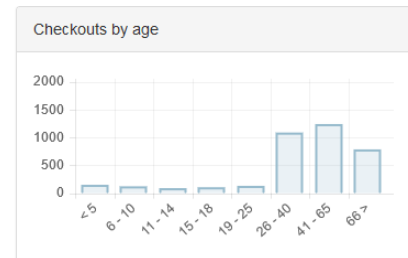
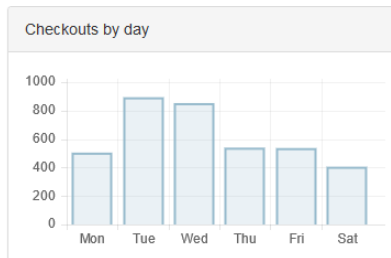
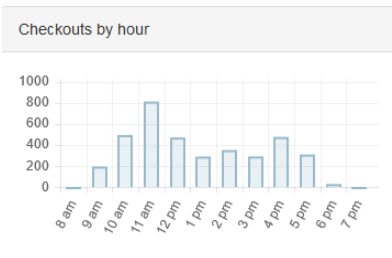
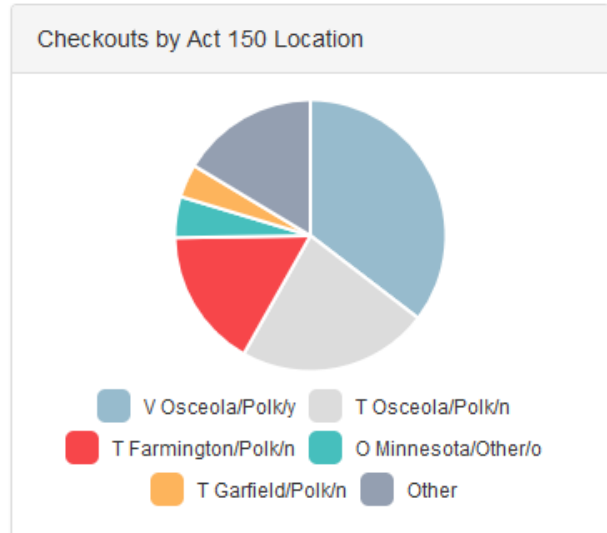
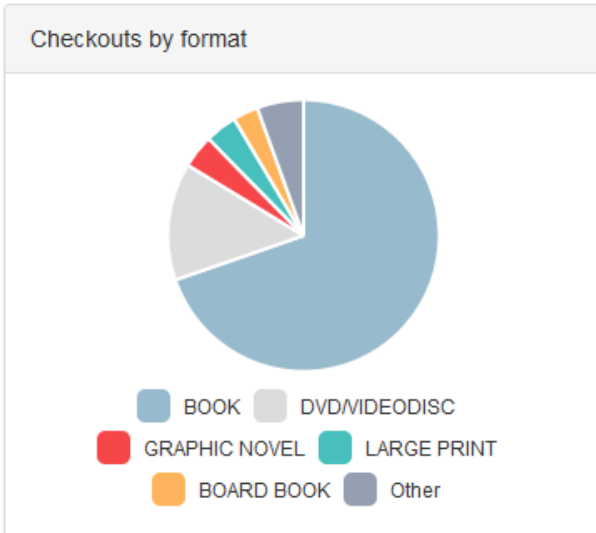
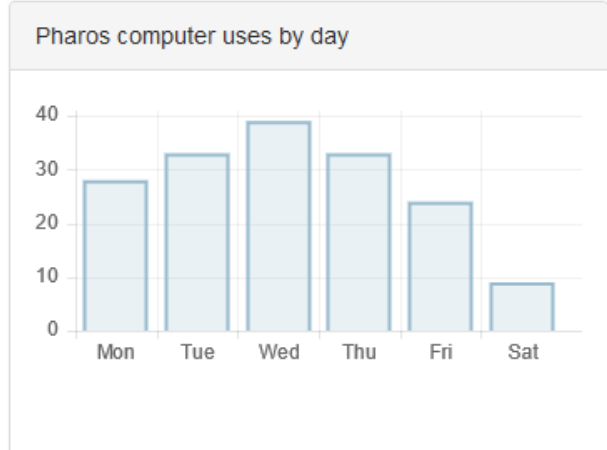
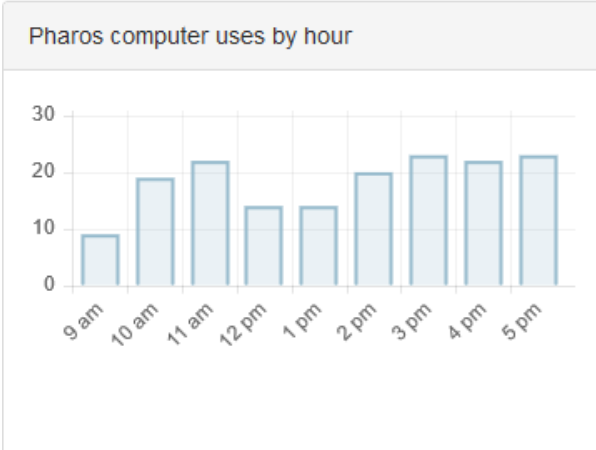
**Osceola January 2024 Circulation Statistics**

Past 13 Months - Checkouts



Choose a stat:  ▾







## OSCEOLA FIRE AND RESCUE

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

To: President Lutz and Village Board Members  
From: Osceola Fire & Rescue  
CC: Carie Krentz  
Date: February 13, 2024  
Re: **Fire & Rescue Monthly Report**

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### RUNS

- 8 - Runs total
  - 6 – Village of Osceola
  - 2 – Town of Farmington
  - Run breakdown
    - 1 – Vehicle Fire
    - 1 – Brush Fire
    - 2 – Structure Fire
    - 3 – Medical/Lift Assist
    - 1 – Alarm

### UPDATES IN BOLD

- **Training/meeting for January consisted of ice and cold water rescue equipment and envelope stuffing for 11<sup>th</sup> Annual Firefighter's Ball.**
- **Upcoming meeting/training for February we will look small engine exercising, exposure control and HIPPA as well as Officer elections for Asst Chief and 1 Captain.**
- LED lights to be upgraded on 1480 pumper, 1484 Jeep Grass Rig, and 1485 Tanker. Upgrades will be installed by department members Dan Strobach and Don Stark.
- Working with airport commission to help drive compliance to improvements to meet codes and standards.
- **Firefighters Ball held on January 10<sup>th</sup>, first time at the Firehall.**



# Municipality Permits Report

1/1/2024 to 1/31/2024

<b>VILLAGE OF OSCEOLA</b>		<b>Total Value</b>	<b>Total Fees</b>	<b>Total Fines</b>
VOS24-01	165-00594-0000	\$0.00	\$120.00	
Renee McCurdy THE GUIDER GROUP - OSCEOLA LLC				
320 SOUTH AVE				
VOS24-02	165-00007-0000	\$3,878.23	\$101.40	
Krumm Exteriors   Krumm Exteriors   092101030				
305 7TH AVE		WINDOW REPLACEMENT		
VOS24-03	165-00846-0000	\$94,000.00	\$1,556.40	
FEDERATED CO OPS INC				
2634 68TH AVE		COMMERCIAL COLD STORAGE BUILDING		

**Permit Distribution**  
 Electrical=1  
 Alteration=1  
 Acc. Building=1

<b>Totals</b>	<b>Total Permits</b>	3	<b>Total Value</b>	\$97,878.23
	<b>Admin</b>	\$185.60	<b>Impact</b>	
	<b>Inspection</b>	\$1,584.40	<b>State Permit Seal</b>	
	<b>Fines</b>		<b>Other</b>	
			<b>Plan Review</b>	\$7.80
			<b>House Number</b>	
			<b>Total Fees</b>	\$1,777.80



## OSCEOLA POLICE DEPARTMENT

310 Chieftain Street

P.O. Box 217

Osceola, WI 54020

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

Lt. Andrew Bach – Interim Chief of Police

To: Village President Brad Lutz and Village of Osceola Trustees

CC: Administrator Devin Swanberg; Village Clerk Carie Krentz

From: Lieutenant Andrew Bach

Date: February 5<sup>th</sup>, 2024

Re: Village Board Police Report for January 2024

In January of 2024 Osceola PD Officers generated **250** calls for service and compiled **57** incident and accident reports. Osceola PD Officers made **3** arrests and **4** criminal referrals. Osceola PD Officers initiated **20** traffic stops and issued **14** municipal citations; **5** of which were for parking related offenses.

- OPD responded to two drug overdose calls in the Village resulting in search warrants of the residences and located drugs and paraphernalia, patients in both incidents survived (01/10/2024; 01/13/2024).
- OPD Officers completed their annual recertifications for their *Taser 7* electronic control devices (01/17/2024).
- OPD trained in their new part-time evidence technician, Shirley Rossing, to assist officers when needed (01/18/2024).
- OPD officers participated in an evidence collection workshop put on by Officer Lehman allowing them hands-on training using more specialized evidence collection techniques (01/18/2024).
- OPD served an abatement letter to the owner of a nuisance property concerning excessive police calls to the residence (01/23/2024).
- OPD officers completed their annual low light shoot at the Osceola Rod & Gun Club (01/26/2024).
- *Community Coffee with a Cop* will be held February 16<sup>th</sup> this month for anyone who would like to attend.

Respectfully Submitted,

A blue ink handwritten signature, appearing to be "Andrew Bach", written over a horizontal line.

Lt. Andrew Bach, Interim Chief of Police



# Memo

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

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

**CC:** Carie Krentz

**Date:** February 13<sup>th</sup>, 2024

**Re:** DPW January Board Update

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## Streets:

- Public Works hauled 28 ton of salt and 30 ton of sand, securing material for 2024 to treat roads, sidewalks, parking lots and sidewalks.
- The department responded to one ice and snow event in the month of January.
- The removal of dead trees within our boulevards was conducted by Public Works staff.
- Hydraulic posts and fittings were replaced on dump truck 201. The hydraulic system including the hydraulic reservoir have been completely gone through or replaced to ensure the continued lifespan of the truck to be utilized during snow events in the winter and spray patching in the summer.
- Holiday trees were picked up in the month of January for all residents responding to the amenity via the newsletter.
- Street signs continue to be replaced and installed combined with a maintenance and install program that fits within the 2024 budget.
- Working with the Osceola Police Department we helped identify an appropriate place for the next camera to be installed. In order for the camera to be effective we needed appropriate placement combined with a power source to keep costs down.

## Parks:

- Mill Pond restrooms have been given a complete reconditioning with new interior painting that included the walls, partitions, and a non-slip epoxy painted floor. Two fresh air fans were also replaced during the interior overhaul.
- Large dangerous or dead trees are being removed from parks and trails and the process will continue through March.
- Public Works staff is fixing structural and safety issues at the Oakey Park field utilized by the Braves Baseball organization. At this time, we have removed, installed and identified many issues within the grandstand area. The department replaced a rotten main vertical beam by jacking up the roof line, removed backstop fencing, and also removed over 200 board feet of rotted lumber at this time. The project will continue into February and will be a mixture of new and repurposed supplies.
- A skating rink was attempted in early January, however failed due to the spring like weather.

## Building Maintenance:

- The in-floor heater pump seized in the Mill Pond restrooms lift station portion of the building. Staff identified the issue and were able to have it serviced before any potential damage occurred.
- Plumbing was updated in the Public Works garage. Severely deteriorating plastic plumbing, valves and meter fittings were replaced.
- The Municipal building elevator controls were damaged putting the elevator out of service for less than 24 hours. The service company was able to respond immediately.
- Public Works was alerted by library staff that there was no hot water available in the Municipal building. Public Works staff assessed the on-demand hot water appliance, inspected roof venting on top, and was ultimately able to troubleshoot and clear codes and alarms to get it back online.
- 12 broken or non-functioning electrical outlets were replaced in the Public Works garage mostly due to age and high use. Staff replaced them appropriately.





















# Memo

To: President Lutz and Village Board Members  
From: Todd Waters, Public Works Coordinator  
CC: Carie Krentz  
Date: February 13<sup>th</sup>, 2024  
Re: **Village of Osceola Parking Permits**

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## **GENERAL INFORMATION**

### **Background**

In approximately the fall of 2017, Village Staff were presented with a parking issue in the immediate downtown area. 6 apartments in the downtown area located above both Cascade and 2<sup>nd</sup> avenue do not offer or have limited off-street parking for tenants. This became an issue primarily during our winter parking ban November 15<sup>th</sup> through April 15<sup>th</sup> 2am-6am. The Village staff member at the time moved forward with an internal solution by charging a parking permit fee during the winter months and assigning spots within Village lots that included appropriate installed signage by Public Works.

Since the initiation of the program there has been a considerable number of requests from business owners, developers, and tenants for more available permit spaces. To date the parking pass program has 10 permit spaces located in 3 Village owned lots with demand growing annually.

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

**Action 1:** At this time staff is respectfully requesting the Village Board to open discussion on creating a limited amount of seasonal parking permits for the 6 apartments and USPS vehicles located in the downtown area.

### **Attachment(s)**

Code 207-9 All-night parking prohibited

## **RECOMMENDATION(S)**

**Village Staff**

Village of Osceola, WI  
Friday, December 15, 2023

## Chapter 207. Vehicles and Traffic

### § 207-9. All-night parking prohibited.

- A. When signs are erected in any block giving notice thereof, no person shall park any vehicle for longer than 30 minutes between 2:00 a.m. and 6:00 a.m. of any day.
- B. No person shall park any unoccupied vehicle on any street in the Village between the hours of 2:00 a.m. and 6:00 a.m. between November 15 and April 15, except with prior police approval.
- C. Any vehicle in violation of this section shall be subject to being towed away by agents of the Village. Owners of vehicles towed shall be assessed a towing charge, together with a parking ticket and a storage charge, as set by resolution of the Village Board from time to time,<sup>[1]</sup> for each twenty-four-hour period after the first 24 hours, or may be subject to a forfeiture as set forth in § 1-19 of this Code. All such charges shall be payable before any such vehicle is released from impoundment.  
[Amended 1-12-1999 by Ord. No. 99-01]  
*[1] Editor's Note: See Ch. A222, Fees and Salaries.*
- D. Abandoned vehicles shall be towed at the direction of a police officer in the manner prescribed in Subsection C above. Persons in violation of this section shall be subject to the forfeiture, towing and storage fee as stated in Subsection C above. Abandoned vehicles are defined as those parked on a public street or public parking lot and which do not appear to have been moved for a period of 48 hours, except those vehicles in the Village parking lot on Fourth Avenue, west of Cascade Street, having and displaying a valid parking permit issued by the Village of Osceola, or do not display a current registration plate.  
[Amended 10-8-2002 by Ord. No. 02-12; 9-9-2014 by Ord. No. 14-06]



# Memo

To: Village Board  
From: Devin Swanberg Village Administrator  
CC: Airport Commission  
Date: February 9, 2024  
Re: Farm Lease

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The farm lease between Neumann Farms and the village expired in 2023. We are looking to renew this lease with the change from \$125 an acre to \$100 an acre. This will be a three lease that would expire on December 31, 2026. Attached are the leases and the map with the parcels included, red line is the parcel that is removed from the prior lease.

Recommendation: Approve farm lease pending airport approval.

**FARM LEASE WITH OSCEOLA REDEVELOPMENT AUTHORITY**

**This Lease**, is made with an effective date of January 1, 2021 regardless of the date it is fully executed, by and between the Village of Osceola Redevelopment Authority, Polk County, Wisconsin, Landlord (“Landlord”), and:

Laurie M. Neumann (“Tenant”).  
2183 Polk-St. Croix Road Tenant’s address.  
New Richmond, WI 54017 Tenant’s address.  
(715) 248-3549 Tenant’s Phone Number.

The Landlord hereby leases to the Tenant, to occupy and use that certain acreage owned by the Village of Osceola and located on Osceola Redevelopment Authority property, which is currently tilled and farmed, consisting of 27.79 acres, more or less, and as shown on the Map of Airport/RDA Farm Lease Areas attached as Exhibit A (“Property”).

This Lease gives tenant the right to crop farm 27.79 acres, more or less, of land on the below described property. Said acreage is shown on the attached map as Exhibit A and provides a rough determination of area under crop management.

Allowable plots under this contract include:

*Osceola Redevelopment Authority properties:*  
RDA b (PID #165-00621-3000)

The term of lease shall be three (3) years, beginning on the 1st day of January, 2024 and ending on the 31<sup>st</sup> day of December, 2026.

The Tenant shall pay an annual rental of \$100.00 per acre based on the actual acreage determination made by the Polk County, Wisconsin, ASCS office. Said rent is payable in semiannual installments which are due on May 1 and November 1 of each year of the lease. Tenant shall pay the said rent at the times and in the manner aforesaid during the continuance of said term.

Title to all Property covered by this agreement shall remain with Landlord, and Tenant shall have no title thereto. Tenant shall not sublet, pledge, or encumber the Premises or any part thereof nor assign this Lease, or any interest therein, without the prior written consent of the Landlord. Neither this Lease nor any interest therein shall be assignable as to the interest of Tenant by operation of law. Tenant shall quit and deliver up the Property to the Landlord peaceably and quietly, at the end of said term, and also to keep the Property in as good repair as is it in at the commencement of this Lease.

And it is further expressly agreed by and between the parties, as follows:

1. Tenant understands that this land is situated on a functioning airport with various improvements and the Lease applies only to farmland noted on Exhibit A (the Property), and this Lease does not give Tenant any rights to enter or use any of the improvements on the above described property, nor to interfere with airport operation in any way.
2. All of the Property is accessible via roadways. Tenant may not use the airport runways, parking lots, etc.
3. Tenant agrees to use the property solely in furtherance of a farming operation, as limited by this Lease, and for no other lawful or unlawful purpose. Tenant will operate the Property for crop farming only, in an efficient and husband-like manner, and will do the plowing, seeding, cultivating, and harvesting in a way that will conserve the Landlord's property. The land use and cropping plan shall follow any plan currently approved by the County soil conservation office or any amendments to such plan approved by such office.
4. All crops must be preapproved by the airport manager. Tenant shall request crop approval in writing and consult with the airport manager at least 60 days prior to planting.
  - a. RDA b (PID: 165-00621-3000), must be farmed with a crop that can be mowed easily (ex: alfalfa, turf, clover); and
  - b. Harvested by a certain date to comply with Wheels & Wings that is held at the Airport each year. Please refer to Exhibit A indicating which parcel is RDA b.
5. Tenant shall not burn anything on the Property, including but not limited to stalks, straw, or stubble.
6. The Tenant will not allow livestock on the Property.
7. Tenant will not remove any trees, landscape shrubs, etc., on the property, without written consent of the Landlord.
8. Tenant shall keep said premises in proper and necessary repair.
9. Tenant grants to Landlord a security interest in all crop inventory grown on the Property, and Tenant will execute, upon Landlord's request, all necessary documents submitted by Landlord to Tenant for the perfection of Tenant's security interest. Tenant further covenants not to remove any of the crops raised on said premises during the term of said lease, unless all rent then owed is fully paid, nor to sell the same or any part thereof.
10. Landlord reserves the privilege of plowing the stubble ground when the Tenant may have secured the crop grown thereon; and further, that the Landlord, or his legal representative, may enter upon said premises for the purpose of viewing, or of seeding, and of making repairs or showing premises to prospective renters or purchasers.
11. If Tenant fails to cultivate said premises, or fails to keep any of the covenants in this Lease, or shall assign this lease, or shall sublet said the Property or any part thereof without the prior written consent of Landlord, then this lease shall, at the election of the Landlord, be null and void, and the Landlord, or his legal representative, shall have the right to take possession of said premises, using such force as may be necessary, with or without process

of law; and all damage growing out of a failure to perform any of the covenants of this lease shall be added to and become a part of the rent, recoverable as rent.

12. Tenant further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this lease by the Landlord.
13. No timber, sand, gravel or other nonmetallic minerals, marl, minerals, or oil shall be removed from the above described premises.
14. All unused straw produced on these premises shall remain the property of Landlord at the termination of this Lease.
15. Tenant agrees to comply with all laws, regulations and ordinances of Village, County, State and United States affecting the use of the property, including but not limited to State and local laws regarding noxious weeds.
16. Tenant agrees to comply with all Village Code Chapter 219, Article IX. regarding Wellhead Protection for Well #4. A copy of which is provided as Exhibit B.
17. Tenant understands and agrees that Landlord does not warrant the exact amount of tillable acres purported to be rented under this lease, nor that said acreage is suitable for any specific purpose, and Tenant leases the Property as is.
18. Tenant agrees that Landlord shall be entitled during the term of this agreement to withdraw parcels or portions of the Property from the terms of this lease. Landlord shall provide Tenant with 30 days written notice of any withdrawals. Tenant shall confer with Landlord in advance of planting each season to review any anticipated changes in the leased premises. Any such withdrawal will be cause for a downward adjustment in the rent for the succeeding year. If Tenant has a crop planted and Landlord requires Tenant to vacate all of a portion of the Property prior to usual and customary harvest time such that Tenant will lose that crop or portion of that crop, Landlord shall pay Tenant's actual out of pocket costs, but not Tenant's anticipated profit, related to the portion vacated. Actual costs shall be determined by written receipts and documentation and shall be subject to approval by the Village Board.
19. Tenant agrees to waive, indemnify, and hold the Landlord harmless against any liability for or claim of damage arising from casualty, loss, bodily or personal injury resulting from the Tenant's farming operations on the said agricultural property.
20. Tenant shall carry its own liability insurance covering its operations on the Premises. Landlord shall be named as an additional insured on such policy and Tenant shall provide Landlord with a certificate of insurance indicating such additional insured status.
21. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.
22. Governmental Immunity. Notwithstanding any other provision in this Agreement, the Village does not waive or modify any of the Village's rights concerning limitations and immunities contained within Wisconsin statutory and common law including but not limited to Wis. Stat. §893.80 and §345.06; such limits, caps and immunities are preserved by the municipality.

23. Open Government. The parties acknowledge that the Village is subject to open government laws such as the public records and open meetings laws, and the documents related to this transaction may be subject to release pursuant to a public records request.

24. This Lease shall be interpreted according to the laws of the State of Wisconsin.

*Signatures on the Following Page.*



In Witness Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

**TENANT:**

\_\_\_\_\_, \_\_\_\_\_  
Laurie Neumann (Signature) (Print Name Clearly)

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

**LANDLORD:**

**Village of Osceola Redevelopment Authority**

By: \_\_\_\_\_  
Brad Lutz, Village President.

Attest: \_\_\_\_\_  
Carie Krenz, Village Clerk

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

**Exhibit A**

Map showing approximate location of land available for crop farming.

**Exhibit B**

Wellhead Protection regulations, Chapter 219, Article IX.

**AIRPORT FARM LEASE WITH VILLAGE OF OSCEOLA**

**This Lease**, is made with an effective date of January 1, 2024 regardless of the date it is fully executed, by and between the Village of Osceola, Polk County, Wisconsin, Landlord (“Landlord”), and

Laurie M. Neumann	(“Tenant”).
2183 Polk-St. Croix Road	Tenant’s address.
New Richmond, WI 54017	Tenant’s address.
(715) 248-3549	Tenant’s Phone Number.

The Landlord hereby leases to the Tenant, to occupy and use that certain acreage owned by the Village of Osceola and located on the L.O. Simenstad Municipal Airport, which is currently tilled and farmed, consisting of 181.2 acres, more or less, and as shown on the Map of Airport/RDA Farm Lease Areas attached as Exhibit A (“Property”).

This Lease gives tenant the right to crop farm 181.2 acres, more or less, of land on the below described property. Said acreage is shown on the attached map as Exhibit A and provides a rough determination of area under crop management.

Allowable plots under this contract include:

*L. O. Simenstad Municipal Airport (various parcels):*  
AIR a, AIR c, AIR d, AIR e, AIR f, AIR g, AIR h, AIR i, AIR j, AIR l, and AIR m.

*Airport Auxiliary Properties:*  
AIR b (PID #165-00620-0000), AIR k (PID #165-00837-0000, 022-01150-0000, 022-01151-0000, 022-01152-0000)

The term of lease shall be three (3) years, beginning on the 1st day of January, 2024 and ending on the 31<sup>st</sup> day of December, 2026.

The Tenant shall pay an annual rental of \$100.00 per acre based on the actual acreage determination made by the Polk County, Wisconsin, ASCS office. Said rent is payable in semiannual installments which are due on May 1 and November 1 of each year of the lease. Tenant shall pay the said rent at the times and in the manner aforesaid during the continuance of said term.

Title to all Property covered by this agreement shall remain with Landlord, and Tenant shall have no title thereto. Tenant shall not sublet, pledge, or encumber the Premises or any part thereof nor assign this Lease, or any interest therein, without the prior written consent of the Landlord. Neither this Lease nor any interest therein shall be assignable as to the interest of Tenant by operation of law. Tenant shall quit and deliver up the Property to the Landlord peaceably and quietly, at the end

of said term, and also to keep the Property in as good repair as is it in at the commencement of this Lease.

And it is further expressly agreed by and between the parties, as follows:

1. Tenant understands that this land is situated on a functioning airport with various improvements and the Lease applies only to farmland noted on Exhibit A (the Property), and this Lease does not give Tenant any rights to enter or use any of the improvements on the above described property, nor to interfere with airport operation in any way.
2. All of the Property is accessible via roadways. Tenant may not use the airport runways, parking lots, etc.
3. Tenant agrees to use the property solely in furtherance of a farming operation, as limited by this Lease, and for no other lawful or unlawful purpose. Tenant will operate the Property for crop farming only, in an efficient and husband-like manner, and will do the plowing, seeding, cultivating, and harvesting in a way that will conserve the Landlord's property. The land use and cropping plan shall follow any plan currently approved by the County soil conservation office or any amendments to such plan approved by such office.
4. All crops must be preapproved by the airport manager. Tenant shall request crop approval in writing and consult with the airport manager at least 60 days prior to planting.
5. Tenant shall not burn anything on the Property, including but not limited to stalks, straw, or stubble.
6. The Tenant will not allow livestock on the Property.
7. Tenant will not remove any trees, landscape shrubs, etc., on the property, without written consent of the Landlord.
8. Tenant shall keep said premises in proper and necessary repair.
9. Tenant grants to Landlord a security interest in all crop inventory grown on the Property, and Tenant will execute, upon Landlord's request, all necessary documents submitted by Landlord to Tenant for the perfection of Tenant's security interest. Tenant further covenants not to remove any of the crops raised on said premises during the term of said lease, unless all rent then owed is fully paid, nor to sell the same or any part thereof.
10. Landlord reserves the privilege of plowing the stubble ground when the Tenant may have secured the crop grown thereon; and further, that the Landlord, or his legal representative, may enter upon said premises for the purpose of viewing, or of seeding, and of making repairs or showing premises to prospective renters or purchasers.
11. If Tenant fails to cultivate said premises, or fails to keep any of the covenants in this Lease, or shall assign this lease, or shall sublet said the Property or any part thereof without the prior written consent of Landlord, then this lease shall, at the election of the Landlord, be null and void, and the Landlord, or his legal representative, shall have the right to take possession of said premises, using such force as may be necessary, with or without process of law; and all damage growing out of a failure to perform any of the covenants of this lease shall be added to and become a part of the rent, recoverable as rent.

12. Tenant further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this lease by the Landlord.
13. No timber, sand, gravel or other nonmetallic minerals, marl, minerals or oil shall be removed from the above described premises.
14. All unused straw produced on these premises shall remain the property of Landlord at the termination of this Lease.
15. Tenant agrees to comply with all laws, regulations and ordinances of Village, County, State and United States affecting the use of the property, including but not limited to State and local laws regarding noxious weeds.
16. Tenant agrees to comply with all Village Code Chapter 219, Article IX. regarding Wellhead Protection for Well #4. A copy of which is provided as Exhibit B.
17. Tenant understands and agrees that Landlord does not warrant the exact amount of tillable acres purported to be rented under this lease, nor that said acreage is suitable for any specific purpose, and Tenant leases the Property as is.
18. Tenant agrees that Landlord shall be entitled during the term of this agreement to withdraw parcels or portions of the Property from the terms of this lease. Landlord shall provide Tenant with 30 days written notice of any withdrawals. Tenant shall confer with Landlord in advance of planting each season to review any anticipated changes in the leased premises. Any such withdrawal will be cause for a downward adjustment in the rent for the succeeding year. If Tenant has a crop planted and Landlord requires Tenant to vacate all of a portion of the Property prior to usual and customary harvest time such that Tenant will lose that crop or portion of that crop, Landlord shall pay Tenant's actual out of pocket costs, but not Tenant's anticipated profit, related to the portion vacated. Actual costs shall be determined by written receipts and documentation and shall be subject to approval by the Village Board.
19. Tenant agrees to waive, indemnify and hold the Landlord harmless against any liability for or claim of damage arising from casualty, loss, bodily or personal injury resulting from the Tenant's farming operations on the said agricultural property.
20. Tenant shall carry its own liability insurance covering its operations on the Premises. Landlord shall be named as an additional insured on such policy and Tenant shall provide Landlord with a certificate of insurance indicating such additional insured status.
21. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.
22. Governmental Immunity. Notwithstanding any other provision in this Agreement, the Village does not waive or modify any of the Village's rights concerning limitations and immunities contained within Wisconsin statutory and common law including but not limited to Wis. Stat. §893.80 and §345.06; such limits, caps and immunities are preserved by the municipality.
23. Open Government. The parties acknowledge that the Village is subject to open government laws such as the public records and open meetings laws, and the documents related to this transaction may be subject to release pursuant to a public records request.

24. This Lease shall be interpreted according to the laws of the State of Wisconsin.

*Signatures on the Following Page.*

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

**TENANT:**

\_\_\_\_\_, \_\_\_\_\_  
Laurie Neumann (Signature) (Print Name Clearly)

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

**LANDLORD:**

**Village of Osceola**

By: \_\_\_\_\_  
Brad Lutz, Village President

Attest: \_\_\_\_\_  
Carie Krenz Village Clerk

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



## **Exhibit A**

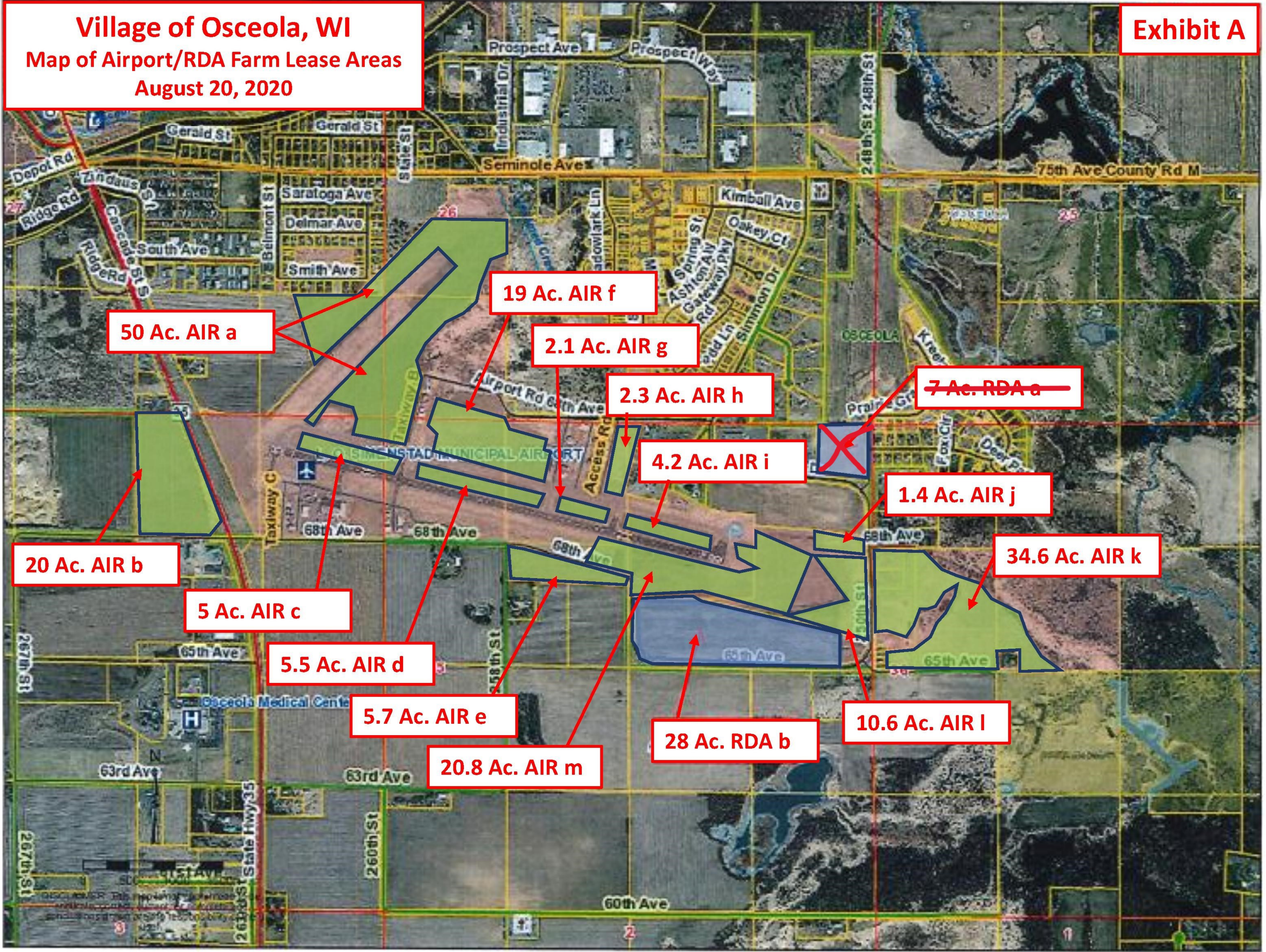
Map showing approximate location of land available for crop farming.

**Exhibit B**

Wellhead Protection regulations, Chapter 219, Article IX.



Village of Osceola, WI  
Map of Airport/RDA Farm Lease Areas  
August 20, 2020





# VILLAGE OF OSCEOLA

And

# TEAMSTERS GENERAL UNION LOCAL 662

Eau Claire, Wisconsin

For the Period  
January 1, 2024 to December 31, 2025

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between TEAMSTERS GENERAL UNION, LOCAL 662, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", and VILLAGE OF OSCEOLA, hereinafter referred to as the "Employer", its successors and assigns

### **ARTICLE 1**

#### **RECOGNITION AGREEMENT**

Section 1. The Employer recognizes and acknowledges that the Union, its agents, representatives, or successors, is the exclusive bargaining agency for all regular full time and regular part time employees of the Village of Osceola, excluding seasonal, supervisory, managerial, confidential, **clerical** and library employees and law enforcement employees with the power of arrest as certified by the Wisconsin Employment Relations Commission (Case 1 No. 49736 ME-3350) and as recognized by the parties' November 2023 voluntary recognition agreement.

### **ARTICLE 2**

#### **WAGES**

A 2024/2025 wage schedule attached hereto and marked Exhibits "A"- and "B"

**ARTICLE 3**

**DURATION**

This contract shall be in effect from January 1, 202<sup>4</sup> and including December 31, 202<sup>5</sup>.

GENERAL TEAMSTERS UNION  
Local 662  
Eau Claire, Wisconsin

VILLAGE OF OSCEOLA  
Osceola, Wisconsin

By \_\_\_\_\_  
Dan Boley  
Business Agent

By \_\_\_\_\_  
Brad Lutz, President

By \_\_\_\_\_  
Devin Swanberg,  
Village Administrator

## EXHIBIT "A"

### WAGES

Effective 1/1/2024

#### Sewer/Water and Streets

Starting Wage	<u>\$24.91</u>
After one year	<u>\$26.34</u>
After two years	<u>\$27.65</u>
After three years	<u>\$28.84</u>
After four years	<u>\$29.91</u>
After five years	<u>\$30.87</u>

Public Works Coordinator	<u>\$35.25</u>
Utilities Coordinator	<u>\$35.25</u>

Effective 1/1/2025

#### Sewer/Water and Streets

Starting Wage	<u>\$26.16</u>
After one year	<u>\$27.66</u>
After two years	<u>\$29.03</u>
After three years	<u>\$30.28</u>
After four years	<u>\$31.41</u>
After five years	<u>\$32.41</u>

Public Works Coordinator	<u>\$37.01</u>
Utilities Coordinator	<u>\$37.01</u>

## EXHIBIT "B"

### WAGES

#### Effective 1/1/2024

Clerk	\$28.85
Treasurer	\$32.81
Police Admin Assistant	\$25.65
Clerk of Court/Utilities Clerk	\$25.18

#### Effective 1/1/2025

Clerk	\$30.29
Treasurer	\$34.45
Police Admin Assistant	\$26.93
Clerk of Court/Utilities Clerk	\$26.44

Effective January 1, 2024 the Village agrees to pay a wage increase of 5%.  
Effective January 1, 2025 the Village agrees to pay a wage increase of 5%.

New Hires: These are the minimums in the step increases and the Village may pay above the minimums or skip steps based on prior experience and other hiring criteria but may not pay less than the stated pay rates.

The Sewer/Water and Streets department shall have an annual work boot allowance \$400.00 for each year of the agreement.

The Street department shall have an annual clothing allowance of \$1,000.00 (separate from the boot allowance) for each year of the agreement.

Utility department workers shall be paid three (3) hours per day at time and one half (1 ½) when scheduled for utility weekend duty.

Public works employees shall be paid six (6) hours per week at time and one half (1 ½) when scheduled for on call duties.



Any paid leave time for Sewer/Water and Street department shall be counted as hours worked for overtime purposes.

Wastewater department employees shall be paid \$0.25 per hour for each of the following exam/certifications: Groundwater, Distribution, General Wastewater, Disinfection, Nutrient Removal Phosphorous, Solids Separation, Biological Treatment-Suspended growth, Biological Solids-Processing handling reuse, Collection System.

Street department employees shall be paid \$1.00 per hour for a CDL license, \$1.00 per hour for an Arborist License, \$0.25 per hour for Pesticide License.

**VILLAGE OF OSCEOLA**

**RESOLUTION NO. 24-02**

**A RESOLUTION TO ESTABLISH PUBLIC PARTICIPATION PROCEDURES FOR  
COMPREHENSIVE PLAN UPDATE**

**WHEREAS**, the Village of Osceola has decided to prepare a comprehensive plan under the authority of and procedures established by Section 66.1001(4), Wis Stats; and

**WHEREAS**, Section 66.1001(4)(a), Wis. Stats, requires that the governing body of the local governmental unit adopt written procedures designed to foster public participation at every stage of comprehensive plan preparation, and that such written procedures shall provide for wide distribution of draft plan materials, and a process for the governing body to respond to such comments; and

**WHEREAS**, the Village of Osceola believes that regular, meaningful public involvement in the comprehensive plan process is important to assure that the resulting plan meets the wishes and expectations of the public; and

**WHEREAS**, the attached Village of Osceola Comprehensive Plan Update Public Participation Plan includes written procedures to foster public participation, ensure wide distribution of draft plan material, provide opportunities for written comments on such materials, and provide mechanisms to respond to such comments.

**NOW, THEREFORE, BE IT RESOLVED** that the Osceola Village Board hereby adopts the written procedures included in the attached Village of Osceola Comprehensive Plan Update Public Participation Plan as its public participation procedures meeting the requirements of Section 66.1001(4)(a), Wis. Stats, for its current comprehensive planning efforts.

The above and foregoing Resolution was duly adopted by the Village Board of the Village of Osceola, Polk County, Wisconsin at a regular meeting held on February 13, 2024 by a vote of \_\_\_ ayes and \_\_\_ nays, with \_\_\_ members not voting.

VILLAGE OF OSCEOLA

Approved:

By: \_\_\_\_\_  
Brad Lutz, Village President

Attest: \_\_\_\_\_  
Carie Krentz, Village Clerk



# Public Inclusion Plan

In developing the 2024 Comprehensive Plan Update, the Village of Osceola will encourage and enable public participation through...

## Village Staff and Committees

### Village Staff Communications

The Village has contracted with MSA Professional Services, Inc. as the consultant for the Comprehensive Plan Update. The consultant will communicate with Village Staff throughout the process via email, phone, and virtual meetings to move the project along and address any issues that may arise.

### Working Group Meetings

The Village of Osceola Plan Commission will serve as the working group to discuss planning issues and review draft documents. The Plan is expected to be on at least five (5) meeting agendas, as described below. These are public, noticed meetings that interested stakeholders may attend.

1. Project Kick-off | Issues and Opportunities analysis and discussion
2. First Policy Review | Discuss approximately half of the elements and initial discussion of Land Use
3. Second Policy Review | Discuss the remainder of the elements and review a draft of the Land Use Maps
4. Full Plan Review & Open House | Review second draft of Land Use Map(s) and Implementation Plan
5. Plan Commission Adoption | Plan Commission Public Hearing for public comment and adoption

## Open House

The planning process will include one (1) open house meeting near the end of the planning process to seek feedback on the draft plan before it is formally adopted by the Village. The time and location will be at the discretion of the Village, and chosen for optimal public participation. Promotion may occur through the Village website, social media account(s), email distribution list, and other methods used by the Village. The presentation may be broadcast and/or recorded for additional viewing.

## Survey

### Community Survey

The Consultant will help the Village conduct an online survey of residents related to all major topics addressed in the plan.

## Promotional Methods & Digital Engagement

To encourage participation, the Village will utilize, as appropriate, the following outreach methods:

### Village Website

The Village may use, at its discretion, the Village website to share information and documents throughout the process.

### Flyers/Posters

Physical flyers and posters may be used in common public locations, as well as in municipal buildings to encourage engagement from residents that may be harder to reach through other methods.

### Emails

The Village will utilize, when possible, existing email listservs to promote project events. In addition, the Village may seek assistance from local associations and community groups willing to assist in distribution of project information, meetings, and upcoming engagement opportunities.

### Social Media

Announcements regarding project meetings may be promoted through Village social media sites.

### Newspaper Postings

The Village will post, as required by law, public hearing notifications and other relevant information with appropriate newspaper outlets.

## Other Methods

The Village may choose to also offer other opportunities for input, such as

### Focus Group Meetings

### Project Website

## Plan Adoption Procedures:

- » The Plan Commission shall, by majority vote, adopt a resolution recommending that the Village Board of Trustees pass an ordinance to adopt the Comprehensive Plan (Wis. Stat. 66.1001(4)b).
- » Prior to adopting the Comprehensive Plan, the Village will hold at least one Public Hearing on the plan. As stated in Wis. Stat. 66.1001(4)d, the hearing must be preceded by a Class 1 notice under ch.985. a minimum of 30 days prior to the hearing. Said notice shall contain at least the following information:
  - The date, time and place of the hearing.
  - 66.1001(4)(d)2.A summary, which may include a map, of the proposed comprehensive plan or amendment to such a plan.
  - 66.1001(4)(d)3.The name of an individual employed by the local governmental unit who may provide additional information regarding the proposed ordinance.
  - 66.1001(4)(d)4.Information relating to where and when the proposed comprehensive plan or amendment to such a plan may be inspected before the hearing, and how a copy of the plan or amendment may be obtained.
- » At least 30 days before the public hearing is held the Village shall provide written notice to all of the following, as stated in Wis. Stat. 66.1001(4)e:
  - An operator who has obtained, or made application for, a permit that is described under s. 295.12(3)d, within the jurisdiction of the Village.
  - A person who has registered a marketable nonmetallic mineral deposit under s. 295.20 within the jurisdiction of the Village.
  - Any other property owner or leaseholder who has an interest in property pursuant to which the person may extract nonmetallic mineral resources, if the property owner or leaseholder requests in writing that the Village provide the property owner or leaseholder notice of the hearing.
  - Any person who has submitted a request to receive notice of any proposed ordinance that affects the allowable use of property owned by the person.
- » An electronic copy of the draft plan, or notification on how to view/download a copy of the plan online, will be disseminated to neighboring jurisdictions and appropriate governments, as stated in Wis. Stat. 66.1001 (4) b, providing 30 days for written comments.

The Village Board of Trustees, by a majority vote, shall enact the ordinance adopting the recommended plan (Wis. Stat. 66.1001(4)c). An electronic copy of the adopted plan and ordinance, or notification on how to view/download a copy of the plan online, will be disseminated to the required governing bodies, as stated in Wis. Stat. 66.1001(4)b.



# Professional Services Agreement

MSA Project Number: 00523022

This AGREEMENT (Agreement) is made effective 1/22/2024 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1500 N. Casaloma Drive, Appleton, WI 54913

Phone: (920) 545-2083

Representative: Brittney Mitchell

Email: bmittchell@msa-ps.com

**VILLAGE OF OSCEOLA (OWNER)**

Address: 310 Chieftain Street, Osceola, WI 54020

Phone: 715-294-3498

Representative: Devin Swanberg

Email: administrator@vil.osceola.wi.us

**Project Name:** Village of Osceola FEMA AFG 2024 Application

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: 1/22/2024  
Approximate Completion Date: 4/30/2024

**The lump sum fee for the work is:** \$2,500

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**VILLAGE OF OSCEOLA**

**MSA PROFESSIONAL SERVICES, INC.**

Devin Swanberg

Administrator

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

Brittney Mitchell

Team Leader

Date: 1/23/2024

**OWNER ATTEST:**

Carrie Krentz

Clerk

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

Art Bahr

Project Manager

Date: 1/22/2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

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MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

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9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

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**15. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**16. Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

# **Attachment A:**

## **FEMA ASSISTANCE TO FIREFIGHTERS GRANT WRITING**

### **SECTION I: BASIC SERVICES – Project Proposal**

MSA agrees to provide services for the preparation of an application for an Assistance to Firefighters grant from the Federal Emergency Management Agency (FEMA) as hereinafter stated:

- 1.1 Participate in one pre-application meeting.
- 1.2 Tabulate FEMA Checklist items as requested from client.
- 1.3 Review with OWNER: eligible items for the grant application.
- 1.4 Review with OWNER: information needed from the OWNER, as required for the grant application.
- 1.5 Preparation of FEMA grant application, to include:
  - Information and data entry,
  - Construction of required narratives.
- 1.6 Formulation of a FEMA AFG final application based on the OWNER's present needs and information supplied.
- 1.7 Prepare and submit appropriate final on-line application through the FEMA.GO.
- 1.8 Provide an electronic copy (pdf) of the final application to the OWNER.

### **SECTION II: THE OWNER'S RESPONSIBILITIES**

The OWNER will:

- 2.1 Examine all studies, reports, estimates, and other documents presented by MSA.
- 2.2 Provide such legal, accounting, public facilities records, appraisals, estimates as may be required for the Project, and such auditing service as the OWNER may require;
- 2.3 Provide MSA with copies of existing studies, reports, plans, maps, images, and surveys relative to the documentation of needs of the community and particularly those that are relevant to the Fire Department and/or Emergency Services Department.
- 2.4 Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have

complete authority to transmit instructions, receive information, provide on-line grant website administration, register MSA and assign MSA with roles required for access to the on-line grant application website, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.

- 2.5 Have an active System of Awards Management (SAM.gov) account and Unique entity Identifier Number (UEI).
- 2.6 Provide MSA with privileges and access to on-line sites and on-line applications as required for grant preparation and submission.
- 2.7 Participate in program planning, review and approve application.

**SECTION III: ADDITIONAL SERVICES (available on a time and materials basis)**

- 3.1 Grant Administration Services



# Professional Services Agreement

MSA Project Number: 00523021

This AGREEMENT (Agreement) is made effective 2/13/2024 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 60 Plato Boulevard E., Suite 140, St. Paul, MN 55107

Phone: 612-548-3138

Representative: David Patten

Email: dpatten@msa-ps.com

**VILLAGE OF OSCEOLA**

Address: 310 Chieftain Street, Osceola, WI 54020

Phone: 715-294-3498

Representative: Devin Swanberg

Email: administrator@vil.osceola.wi.us

**Project Name:** Conceptual Design for Cascade Falls Park

**The scope of the work authorized is:** See Attachment Exhibit A: Letter Proposal

**The schedule to perform the work is:** Proposed Start Date: 2/14/2024

Phase 1 Completion Date: 5/1/2024

Proposed Final Completion Date: 8/16/2024

**The lump sum fee for the work is:** \$20,950

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**VILLAGE OF OSCEOLA**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Devin Swanberg

Administrator

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

\_\_\_\_\_  
David W. Patten, PLA, ASLA, CLARB

Proj. Mgr. - Landscape Architect

Date: 01/24/2024

**OWNER ATTEST:**

\_\_\_\_\_  
Carrie Krentz

Clerk

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

\_\_\_\_\_  
John M. Langhans, PE

Vice-President

Date: 01/24/2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)**  
**GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

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the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

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14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**16. Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

**23. Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

**24. Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

**25. Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement

and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

February 13, 2024

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

Re: Proposal Exhibit A - Conceptual Design for Cascade Falls Park

Dear Devin:

Within and surrounding the Village of Osceola is an abundance of natural features that attract visitors and provide citizens with amazing recreational opportunities. Cascade Falls is one of those natural features that entice people to explore and witness nature's exhibition. The current upper and lower facilities for Cascade Falls allow people to explore, but these facilities need updating to meet accessibility standards and to lower maintenance requirements over time. Revisions to the upper and lower facilities will make the area safer and more accessible for everyone. MSA proposes preparation of a Conceptual Design Plan that will identify phased improvements and associated costs.

MSA has supported numerous Cities and Villages across the Upper Midwest in addressing aging elements of park and trail infrastructure. The following project description illustrates our proposed professional services and fees for the three-phase approach.

## PROJECT DESCRIPTION

The project includes Conceptual Design for Cascade Falls Park and cost estimates based on the conceptual design improvements. Figure 1 below illustrates the three areas this concept design project will focus on.



Figure 1. Illustration of the project boundaries and the 3 focus areas or phases.

Devin Swanberg, Administrator  
Osceola WI 54020  
February 13, 2024

## CONCEPTUAL DESIGN FOR CASCADE FALLS PARK

The goal of this Cascade Falls Park conceptual planning project is to plan for improvements to the entire Falls area in a comprehensive manner, while allowing for phased implementation. A comprehensive concept plan will optimize usability, unify the look and feel of the park area, help to reduce redundant spending, and assist in pursuing grant opportunities. Planning for the project to be completed in phases will keep the project manageable and affordable for the Village. For cost-effective preparation of the conceptual design, MSA proposes to utilize existing data sources such as Polk County GIS data layers for parcel lines, topographic information, aerial photography, and soils information. MSA will also contact vendors and suppliers to establish potential collaborations for proposed facilities. Although site-specific topographic survey and soils investigation would provide a better basis for cost estimating, that level of effort, and the associated cost, is not merited at this early planning stage. For concept-level estimates, MSA will make reasonable assumptions and deductions based on available data; the Village should plan for cost estimates to be refined during future planning and design stages for each individual phase.

### Phase 1: Upper Falls / Gristmill Park Overlook and Trail System

The preliminary conceptual design for Phase I encompasses the upper falls area of Cascade Falls Park. This section includes key features such as the Gristmill Park area, an overlook on South Cascade Street, a stairway leading to the lower park, the pedestrian bridge across Osceola Creek, and surrounding sidewalks.

In this phase, we will explore the possibility of enhancing accessibility for the overlook, relocating it from South Cascade Street to Gristmill Park, and addressing the aging infrastructure through replacement or removal. Additionally, the stairway connecting to the lower Cascade Falls Park (Phase II) would be shifted to align with the new overlook area.

It's worth noting that the pedestrian bridge over the waterway, currently constructed from wood, requires extensive maintenance, and falls short of meeting current accessibility standards. As part of this phase, we will provide a preliminary cost estimate based on the proposed design.

### Phase 2: Lower Falls / Wilke Glen Pedestrian Bridge and Trail System

The Concept design for Phase II will specifically target the lower area of Cascade Falls, known as Wilke Glen. Currently, this region features wooded boardwalks and a pedestrian bridge spanning Osceola Creek, followed by a dirt trail leading to the western boundary of Phase II.

The existing pedestrian bridge over the waterway is constructed from wood, demanding maintenance, and lacking compliance with current accessibility standards. To address these issues, our focus in this phase includes updating the boardwalks and trails for improved sustainability, accessibility, and reduced maintenance over time. MSA will conduct funding research and provide recommendations for the improvement phase II.

### Phase 3: Lower Falls / Wilke Glen Property Access / Acquisition

The Concept design for Phase III will concentrate on the privately owned parcel situated between Phase II and the St. Croix River. Currently, the Phase III area includes an existing trail that serves as part of the trail system leading to the St. Croix River destination. However, it is privately owned without an easement for access.

The primary objective of Phase III is to explore various options for establishing a trail extension from Phase II through this privately owned parcel, to the St Croix River, and the potential for additional trail connections. Additionally, the second goal of this phase is to examine the feasibility of implementing a raised trail, boardwalk, or bridging option that ensures full accessibility for pedestrians to both Phase III and Phase II. To meet accessibility requirements, an accessible parking area will need to be identified within this phase. MSA will conduct funding research and provide recommendations for the improvement phase III.



Devin Swanberg, Administrator  
Osceola WI 54020  
February 13, 2024

To conclude, across all three phases of the project MSA will prepare a conceptual design for improvements to enhance the user experience through accessibility and updated facility features while protecting the resources the site has to offer. This project's conceptual design scope does not include: a site survey, engineered design for electrical, structural, civil, mechanical elements, permits, or 3D graphics / renderings.

## MEETINGS

MSA anticipates utilizing the following meetings to facilitate the conceptual design for Cascade Falls Park process. We expect that the Village will designate whether a "workgroup" of staff, appointed, and/or elected officials will be designated to contribute to completion of the Concept design plan.

- Kickoff meeting with staff (In person/virtual)
- 80% design review meeting with staff/Committee (Virtual)
- Final Conceptual Design Plan Presentation to Village Board (In person/Virtual)

## DELIVERABLES

- Overall Conceptual 2D Plan (PDF)
- Conceptual Plan 2D (close up) of each Phased area (1-3) (PDF)
- Phased Cost Estimate

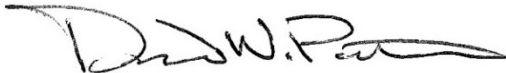
## VILLAGE RESPONSIBILITIES

MSA expects the Village to provide the following information and contributions for the Concept Design for Cascade Falls Park:

- Provide MSA with copies of existing studies, reports, plans, maps, and surveys related to the documentation of needs of the Village and particularly those that are relevant to downtown revitalization planning and public works needs documentation.
- Examine all studies, reports, estimates, and other documents presented by MSA.
- Participate in project planning as well as review and approve budget estimations.

Your request for the preliminary design for Cascade Falls Park shows us your strong desire for stewarding your community's resources so that Osceola can continue to thrive. We look forward to partnering with you on this important planning step.

Sincerely,  
MSA Professional Services, Inc.



David W. Patten, PLA, ASLA, CLARB  
Proj. Mgr. - Landscape Architect  
(612) 548-3138  
dpatten@msa-ps.com



Drew Lindh, PE  
Project Engineer  
(715) 304-0310  
dlindh@msa-ps.com

Village Board Meeting  
February 13, 2024, 6:00 pm  
Police Department Topics

2024 Squad Car (CIP):

- New squad car anticipated manufacture date 02/12/2024.
- Estimates/quotes received by vendors.
- The total cost of squad and equipment exceeds the original projection by \$2,053.45.
- Request permission to place orders with vendors to minimize downtime after receiving new squad car.
- Signatures to secure orders for equipment.





# Memo

To: Village Board  
From: Carie Krentz, Village Clerk  
CC: Devin Swanberg, Village Administrator  
Date: February 8, 2024  
Re: Review of Ordinance Amendment and draft Resolution to create Fee Schedule

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Attached for review is Ordinance #24-01 to amend the Village Code by taking out the fees and Chapter A222 and creating a Fee Schedule, which will be reviewed annually and adopted by resolution as shown with Resolution #24-03.

## **RECOMMENDATION**

Not looking for approval this month. This month is for review and discussion of board members.

**VILLAGE OF OSCEOLA  
POLK COUNTY, WISCONSIN**

**ORDINANCE NO. 24 - 01**

**AN ORDINANCE TO AMEND CHAPTERS 6, 47, 59, 74, 78, 92, 106, 114, 130, 134, 137, 153, 161, 168, 172, 175, 180, 186, 201, 207, 218, 219, and removal of A222, OF THE VILLAGE CODE OF THE VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN TO REMOVE FEES AND TO CREATE A FEE SCHEDULE**

The Village Board of the Village of Osceola, Polk County, Wisconsin, hereby ordains:

**Chapter 6** of the Municipal Code of the Village of Osceola entitled BOARDS AND COMMISSIONS is amended and created as follows:

**§6-6. Police Review Board.**

B. Appointment. The Police Review Board shall consist of three citizens, who shall be residents of the Village, two of whom shall constitute a quorum. The Village President shall appoint the initial Board to staggered three-year terms, subject to Village Board approval, and, thereafter, the Village President shall annually in April appoint one member for a term of three years. The Village shall pay each member the sum as ~~set by resolution of the Village Board from time to time.~~<sup>1</sup> **established annually by the Village Board on the Fee Schedule.** [Amended 1-12-1999 by Ord. No. 99-01]  
~~1Editor's Note: See Ch. A222, Fees and Salaries.~~

**§6-8. Compensation for board and commission members.**

A. The Village shall pay all Village-appointed members on the Airport Commission, Ambulance Board, Historic Preservation Commission, Osceola Chamber of Commerce, and Planning Commission, including members of the Village Board appointed to those boards and commissions, the sum as ~~set by resolution of the Village Board from time to time~~ **established annually by the Village Board on the Fee Schedule** for attendance at the scheduled monthly meetings. The Village shall pay all Village-appointed members on the Board of Appeals, Board of Review, Ethics Board, Police Board of Review, and Redevelopment Authority, including members of the Village Board appointed to those boards and commissions, the sum as ~~set by resolution of the Village Board from time to time~~ **established annually by the Village Board on the Fee Schedule** for attendance at the periodic meetings of the listed bodies. [Amended 5-10-22 by Ord. No. 22-02].

**Chapter 47** of the Municipal Code of the Village of Osceola entitled RECORDS, PUBLIC is amended and created as follows:

**§47-4. Public access to records.**

F. A requester shall be charged a ~~fee to defray the cost of locating and copying records as follows:~~ **per-page fee as established annually by the Village Board on the Fee Schedule to defray the cost of copying records.**

~~(1) The cost of photocopying shall be set by resolution of the Village Board from time to time. <sup>111</sup>~~

~~[1] Editor's Note: See Ch. A222, Fees and Salaries. Amended at time of adoption of Code (see Ch. 1- General Provisions, Art. I).~~

**(3)** 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. **Cost established annually by the Village Board on the Fee Schedule.**

**Chapter 59** of the Municipal Code of the Village of Osceola entitled VILLAGE BOARD is amended and created as follows:

**§59-15. Salaries and compensation.**

A. Compensation for elected officials shall be as follows:

(1) Village President: ~~\$3,000~~ \$8,000 per year, to be paid quarterly.

(2) Trustees: ~~\$2,000~~ \$3,000 per year, to be paid quarterly.

**Chapter 74** of the Municipal Code of the Village of Osceola entitled ANIMALS is amended and created as follows:

**§74-2. License required; kennel license; fees. [Amended 1-12-1999 by Ord. No. 99-01]**

- A. No person shall own, harbor or keep any dog more than five months of age without complying with the provisions required under §§ 174.05 to 174.09, Wis. Stats. The annual license fee payable to the Village Treasurer shall be set by resolution of the Village Board from time to time **established annually by the Village Board on the Fee Schedule**. In addition to the license fee, any person who keeps more than three dogs shall obtain a kennel license at an annual fee ~~to be set by resolution of the Village Board from time to time.~~<sup>11</sup> **as established annually by the Village Board on the Fee Schedule**. [Amended 3-9-2021 by Ord. No. 21-01]

<sup>11</sup>~~Editor's Note: See Ch. A222, Fees and Salaries.~~

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

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

- (1) Registration. The owner of any dangerous animal shall register it with the Village Clerk upon disposition, and annually thereafter on or before January 31 of each year, by providing a current color photograph of the animal and payment of a registration fee of \$75 **as established annually by the Village Board on the Fee Schedule**. ~~Said fee may be modified by resolution of the Village Board.~~ Upon payment of the fee, the owner shall be issued a dangerous animal leather buckled collar of an approved color for the purpose of identification.

**§74-6. Impounding or destroying dogs. [Amended 1-12-1999 by Ord. No. 99-01]**

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

<sup>3</sup>~~Editor's Note: See Ch. A222, Fees and Salaries.~~

**Chapter 78** of the Municipal Code of the Village of Osceola entitled ANTENNAS is amended and created as follows:

**§78-2. License required.**

- B. License fees shall be as follows:

- (2) Business user. The fee shall be as ~~set by resolution of the Village Board from time to time,~~<sup>4</sup> **established annually by the Village Board on the Fee Schedule**, plus any costs incurred by the village in the installation process.<sup>2</sup>

<sup>4</sup>~~Editor's Note: See Ch. A222, Fees and Salaries.~~

**Chapter 92** of the Municipal Code of the Village of Osceola entitled BUILDING CONSTRUCTION AND FIRE PREVENTION is amended and created as follows:

**§92-1. One- and Two-Family Dwelling Code.**

- B.** Fees. No building permit shall be issued until the permit fee has been paid. The permit fee for each type of structure shall be established ~~from time to time by resolution of the Village Board.~~ **annually by the Village Board on the Fee Schedule**.

**§92-4. Satellite television dish.**

- A. Application. Application for a satellite television dish permit shall be made, in writing, to the Building Inspector. With such application there shall be submitted a fee as ~~set by resolution of the Village Board from time to time~~<sup>2</sup> **established annually by the Village Board on the Fee Schedule** and a completed set of plans and specifications, including a plot showing the location of the proposed satellite television dish with respect to adjoining alleys, lot lines and building. If such application shall be approved by the Building Inspector, it shall then be submitted to the Village Board at its next regular meeting for final approval. [Amended 1-12-1999 by Ord. No. 99-01]

<sup>2</sup>~~Editor's Note: See Ch. A222, Fees and Salaries.~~

**§92-5. Commercial Building Code. [Added 9-25-1997 by Ord. No. 6-97]**

- I. Building permit fee. Building permit fees shall be determined by resolution, **as established annually by the Village Board on the Fee Schedule.**

**§92-14. Fees.**

The fees associated with commercial electrical fees shall be set forth by and approved by resolution by the municipality and per its fee schedule.<sup>5</sup> **as established annually by the Village Board on the Fee Schedule.**

<sup>5</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**Chapter 106** of the Municipal Code of the Village of Osceola entitled DIRECT SELLERS is amended and created as follows:

**§106-4. Registration procedure.**

- C. At the time the registration is returned, a fee as set by resolution of the Village Board from time to time **established annually by the Village Board on the Fee Schedule** shall be paid to the Clerk to cover the cost of processing the registration.<sup>2</sup>

<sup>2</sup>*Editor's Note: See Ch. A222, Fees and Salaries. Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

**Chapter 114** of the Municipal Code of the Village of Osceola entitled ENTERTAINMENT, PUBLIC is amended and created as follows:

**§114-1. Dances and dance halls.**

- C. Application for license. Application for a license hereunder may be made by the owner or lessee of the premises for which a license is sought and accompanied by a license fee as set by resolution of the Village Board from time to time.<sup>4</sup> **established annually by the Village Board on the Fee Schedule.** Such license may be granted by the Village Board. Between sessions of the Village Board such license may be granted by the Village President, subject to the approval of such license by the Board at its next meeting. Such license shall be for one year unless sooner revoked. [Amended 1-12-1999 by Ord. No. 99-01]

<sup>4</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**§114-2. Incidental dancing. [Amended 1-12-1999 by Ord. No. 99-01]**

Incidental dancing is permitted in commercial establishments to which the public is admitted upon obtaining an incidental dancing license hereunder. The fee therefor and for each radio, jukebox or mechanical musical instrument used for incidental dancing shall be as set by resolution of the Village Board from time to time.<sup>2</sup> **established annually by the Village Board on the Fee Schedule.** The premises on which such dancing is permitted shall be conducted in an orderly manner, and the laws and ordinances relating to liquor and fermented malt beverages shall apply when such beverages are dispensed on the premises.<sup>3</sup>

<sup>2</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**§114-3. Places of amusement.**

- B. Licensing. Each place of amusement shall be required to purchase an annual license. The annual license fee shall be as set by resolution of the Village Board from time to time.<sup>3</sup> **established annually by the Village Board on the Fee Schedule.** A license shall be valid from July 1 to June 30 of the succeeding year. No license holder may have a criminal record. [Amended 1-12-1999 by Ord. No. 99-01]

<sup>4</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**Chapter 130** of the Municipal Code of the Village of Osceola entitled HISTORIC PRESERVATION is amended and created as follows:

**§130-8. Violations and penalties.**

Any person or persons violating any provision of this chapter shall be fined \$50 **as established annually by the Village Board on the Fee Schedule** for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the Building Inspector.

**Chapter 134** of the Municipal Code of the Village of Osceola entitled IMPACT FEES is amended and created as follows:

**§134-9. Appeals.**

- D. The appellant shall pay a filing fee of \$200 **as established annually by the Village Board on the Fee Schedule** at the time of filing of the appeal. The notice of appeal shall be filed with the Village Clerk.

**§134-10. Public water and sewer impact fees.**

- D. The public water and sewer impact fees for residential development shall be \$1,570 **as established annually by the Village Board on the Fee Schedule** for each residential dwelling unit created by the development.
- E. The public water and sewer impact fee for commercial or industrial development shall be \$1,570 **as established annually by the Village Board on the Fee Schedule** per REU, based on the number of REUs applicable to the particular meter size as specified herein.

**§134-11. Public parks and recreation impact fees.**

- D. The public parks and recreation impact fee imposed shall be \$440 **as established annually by the Village Board on the Fee Schedule** for each REU.

**§134-12. Public municipal buildings impact fees.**

- D. The public municipal buildings impact fee shall be \$595 **as established annually by the Village Board on the Fee Schedule** for each REU.

**Chapter 137** of the Municipal Code of the Village of Osceola entitled INTOXICATING LIQUOR AND FERMENTED MALT BEVERAGES is amended and created as follows:

**§137.3. Classes of licenses and fees. [Amended 1-12-1999 by Ord. No. 99-01]**

The following classes and denominations of licenses may be issued by the Village Clerk under the authority of the Village Board after payment of the specified fee, which, when so issued, shall permit the holder to sell, deal or traffic in alcohol beverages as provided in §§ 125.17, 125.25, 125.26, 125.28 and 125.51, Wis. Stats. License fees shall be set from time to time by the Village Board, **as established annually by the Village Board on the Fee Schedule**. Except as otherwise provided in this section, the full license fee shall be charged for the whole or fraction of any year.

<sup>4</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**Chapter 153** of the Municipal Code of the Village of Osceola entitled MOBILE HOMES AND MOBILE HOME PARKS is amended and created as follows:

**§153-3. Mobile home park license.**

- A. No person shall establish or operate upon property owned or controlled by him or her within the village a mobile home park without having first secured a license therefor from the Village Clerk. The application for such license shall be accompanied by a fee as set by resolution of the Village Board from time to time, but such fee shall not be less than \$25 nor more than \$100. **[Amended 1-12-1999 by Ord. No. 99-01] as established annually by the Village Board on the Fee Schedule.**

**§153-6. Assignment of license. [Amended 1-12-1999 by Ord. No. 99-01]**

No assignment of any license shall be made without the approval of the Village Board and the payment of a fee for such assignment as set by resolution of the Village Board from time to time. **as established annually by the Village Board on the Fee Schedule.**

<sup>4</sup>*Editor's Note: See Ch. A222, Fees and Salaries. Original Sec. 10.06(7), Administration, which immediately followed this section, was repealed 1-12-1999 by Ord. No. 99-01.*

**Chapter 161** of the Municipal Code of the Village of Osceola entitled FIREWORKS is amended and created as follows:

**§161-5. Limitations on sale; seller's permit.**

- B. Seller's permit. No person may sell or possess with intent to sell fireworks without a seller's permit from the Village Clerk. Persons who are not residents of the State of Wisconsin are not eligible to apply for a fireworks seller's permit. The fee for an annual seller's permit shall be set in accordance with the most recent Village Fee Schedule.
- (3) The applicant shall particularly describe the address and structure where the permit will be used and shall always publicly and continuously display such permit at such location. Such permit may be transferred to a new location upon payment of a transfer fee of \$25. **as established annually by the Village Board on the Fee Schedule.**

**Chapter 168** of the Municipal Code of the Village of Osceola entitled PEACE AND GOOD ORDER is amended and created as follows:

**§168-8. False alarms.**

- B. Private alarm systems. **[Added 11-9-1994 by Ord. No. No. 4-94]**

- (1) The user of any private alarm system shall pay the Village of Osceola a fee as ~~set by resolution of the Village Board from time to time~~ **as established annually by the Village Board on the Fee Schedule** for any false alarm occurring during the calendar year.<sup>1</sup> ~~[Amended 1-12-1999 by Ord. No. 99-01]~~  
<sup>1</sup>~~Editor's Note: See Ch. A222, Fees and Salaries.~~

**Chapter 172** of the Municipal Code of the Village of Osceola entitled PROPERTY MAINTENANCE is amended and created as follows:

**§172-32. Fees.**

The Village Board shall establish ~~from time to time by resolution~~ **annually on the Fee Schedule** fees for the initial and follow-up inspections or to recover any costs incurred as a result of this article.

**§172-36. Licensing procedure.**

A. Application for license.

- (5) The license fee shall be due and payable to the Village of Osceola, by January 31, commencing January 1, 2009, and shall be for a three-year period. In addition, a license shall be required within 30 days from the time that a dwelling unit becomes a rental dwelling unit. If the required fee is not paid in either of the required times as set forth above, a late payment fee of \$50 **as established annually by the Village Board on the Fee Schedule** will be assessed.

B. License fee.<sup>4</sup> Rental license fees and reinstatement fees are to be established by resolution of the Village Board **annually by the Village Board on the Fee Schedule.**

<sup>4</sup>~~Editor's Note: See § A222-1, Fees enumerated.~~

**Chapter 175** of the Municipal Code of the Village of Osceola entitled ROOM TAX is amended and created as follows:

**§175-5. Delinquent tax returns.**

Tax returns required hereunder and not timely filed shall be deemed delinquent and shall be subject to a late filing fee of \$10.00 **as established annually by the Village Board on the Fee Schedule.**

**Chapter 180** of the Municipal Code of the Village of Osceola entitled SOLID WASTE is amended and created as follows:

**§180-3. Refuse collection. [Amended 10-10-1995 by Ord. No. 13-95]**

D.(2) Pay a one-time nonrefundable license fee as ~~set by resolution of the Village Board from time to time.~~ **established annually by the Village Board on the Fee Schedule.**

<sup>1</sup>~~Editor's Note: See Ch. A222, Fees and Salaries. Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).~~

**Chapter 186** of the Municipal Code of the Village of Osceola entitled STREETS AND SIDEWALKS is amended and created as follows:

**§186-3. Street excavations.**

A. Permit required. No person shall excavate in any street, alley or public ground without a permit therefor from the Village Board. The cost of a permit shall be as ~~set by resolution of the Village Board from time to time~~ **as established annually by the Village Board on the Fee Schedule** and shall cover the cost of one inspection. The cost of all additional inspections shall be billed as miscellaneous services rendered in the amount ~~determined in §A222-3, Fees not enumerated. [Amended 7-8-2023 by Ord. No. 03-14]~~ **as established on the Fee Schedule.**

**Chapter 201** of the Municipal Code of the Village of Osceola entitled UTILITIES is amended and created as follows:

**§201-12. Sewer service charges; connection to maintain.**

A. Charges established. Sewer service charges are established for all users of the sanitary sewer system in the village in accordance with the schedule ~~adopted by resolution of the Village Board~~ **as established annually by the Village Board on the Fee Schedule.** Service charges to industrial users required to monitor their wastewater discharges shall be based on the quantity and quality of their wastewater. [Amended 8-11-1998 by Ord. No. 2-98; 1-12-1999 by Ord. No. 99-01; 1-9-2007 by Ord. No. 07-06; 12-8-2009 by Ord. No. 09-18]

F. Connection to mains.

(2)(c) A nonrefundable permit fee for a residential or commercial user and for an industrial user, as ~~set by resolution~~



of the Village Board from time to time established annually by the Village Board on the Fee Schedule, shall be paid to the village upon filing the application.<sup>12</sup>

<sup>12</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**Chapter 207** of the Municipal Code of the Village of Osceola entitled VEHICLES AND TRAFFIC is amended and created as follows:

**§207-9. All-night parking prohibited.**

C. Any vehicle in violation of this section shall be subject to being towed away by agents of the Village. Owners of vehicles towed shall be assessed a towing charge, together with a parking ticket and a storage charge, as set by resolution of the Village Board from time to time,<sup>4</sup> established annually by the Village Board on the Fee Schedule, for each twenty-four-hour period after the first 24 hours or may be subject to a forfeiture as set forth in §1-19 of this Code. All such charges shall be payable before any such vehicle is released from impoundment. [Amended 1-12-1999 by Ord. No. 99-01]

<sup>4</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**§207-13. Snow removal emergency.**

C. Parking prohibited. As long as a snow removal emergency exists in any street, no vehicle shall park thereon or on any arterial street until the street is fully plowed. Any person violating this section may be given a parking ticket as set by resolution of the Village Board from time to time,<sup>2</sup> established annually by the Village Board on the Fee Schedule or may be subject to a forfeiture as set forth in §1-19 of this Code. [Amended 1-12-1999 by Ord. No. 99-01]

<sup>2</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**Chapter 218** of the Municipal Code of the Village of Osceola entitled SUBDIVISION OF LAND AND STORMWATER MANAGEMENT is amended and created as follows:

**§218-32. Fee schedule.**

The fees referred to in other sections of this article shall be established by the Village Board and may from time to time be modified by resolution annually by the Village Board on the Fee Schedule. A schedule of the fees established by the Village Board shall be available for review in the office of the Village Administrator.

**Chapter 219** of the Municipal Code of the Village of Osceola entitled ZONING is amended and created as follows:

**§219-44. Permits.**

B. Permit application and fees. No permit shall be granted until an application has been filed with the Village Building Inspector to assure compliance.

(1) The permit fee shall be as follows: the fee shall be established by resolution annually by the Village Board on the Fee Schedule.

**§219-47. Permit required.**

A. Application fee. Application for a permit shall be filed with the Building Inspector on a form supplied by the Inspector, together with a sketch of the proposed fence and the payment of the required fee as provided by resolution and modified from time to time.<sup>14</sup> established annually by the Village Board on the Fee Schedule. A penalty of 100% of the fee shall be added to the fence permit fee if work is started before a valid fence permit is issued.<sup>15</sup> [Amended 1-12-1999 by Ord. No. 99-01]

<sup>14</sup>*Editor's Note: See Ch. A222, Fees and Salaries.*

**§219-92. Plan requirements.**

D. Final project plan review, Plan Commission and Village Board (required information).

(3) Fees are required for the following:

(a) Village Engineer site plan review.

[2] Other permits and fees as established annually by the Village Board on the Fee Schedule, if applicable.

[a] Erosion control permit (~~§A222-1~~).

[b] Erosion control fee (~~§219-64~~).

[c] Building permit (~~§92-5~~); fee schedule based on estimated cost.

[d] Sewer hookup fee (~~§A222-1~~).

[e] Water hookup fee (~~§A222-1~~).

[f] Water and sewer impact fee (~~§134-10~~).

[g] Public building impact fee (~~§134-12~~).

- [h] Parks impact fee (~~§134-11~~).
- [i] Sign permit (~~§219-21~~).
- [j] Fence permit (~~§219-47~~).
- [k] Street opening permit (~~§186-3A~~).
- [l] Street opening deposit (~~§186-3C~~).
- [m] Conditional use permit.
- [n] Variance request.
- [o] Rezoning request.

**Chapter 220** of the Municipal Code of the Village of Osceola entitled EROSION CONTROL AND STORMWATER MANAGEMENT is amended and created as follows:

**§220-40. Fee schedule.**

- A. Fees referred to in this article shall be established by the Village Board in a fee schedule and may from time to time be modified by Village Board resolution **annually by the Village Board on the Fee Schedule**. Fees shall be related to costs involved in handling permit applications, reviewing control plans, conducting site inspections and administering the erosion control plan.

**Chapter A222 of the Municipal Code of the Village of Osceola entitled FEES AND SALARIES shall be repealed and replaced as established annually by the Village Board with the Fee Schedule.**

Adopted by the Village Board on \_\_\_\_\_, 2024.

**VILLAGE OF OSCEOLA**

By: \_\_\_\_\_  
Brad Lutz, President

Attest: \_\_\_\_\_  
Carie Krentz, Clerk

Published: \_\_\_\_\_, 2024



**VILLAGE OF OSCEOLA, POLK COUNTY  
RESOLUTION #24-03**

**RESOLUTION TO ADOPT THE 2024 FEE SCHEDULE**

**WHEREAS**, the Village Board of the Village of Osceola by resolution adopted by a majority vote of the Board on a roll call vote with a quorum present and voting and proper notice having been given, resolves and orders as follows:

**WHEREAS**, the Village Board for the Village of Osceola has determined that it is prudent that fees be reviewed annually for cost effectiveness; and

**WHEREAS**, the Village of Osceola desires to not reference to specific dollar amounts within the Village of Osceola Municipal Code or Ordinances and instead, will provide an annual resolution setting fees for passage; and

**NOW, THEREFORE BE IT RESOLVED**, by its passage, the Village Board for the Village of Osceola, Polk County, Wisconsin does hereby approve and incorporate herein, the following 2024 Fees Schedule:



**VILLAGE OF OSCEOLA FEES SCHEDULE  
2024**

DESCRIPTION	ADDITIONAL INFORMATION	2024 RATE
<b>GENERAL GOVERNMENT</b>		
Appointed Board & Commission members	per meeting	\$20.00
Administrative Fee - misc. services rendered		10% of amount billed/ \$20 min.
Photocopies		\$0.25
Photos on CD, DVD, USB		\$3.00
Antennas - Business user fees	per year	\$100.00
Mobile Home Park License	each space (min. \$25/max \$100)	\$2.00
Assignment Fee of Mobile Home License		\$10.00
False Alarm Fees	1st Offense	\$10.00
False Alarm Fees	2nd Offense	\$25.00
False Alarm Fees	3rd Offense	\$50.00
False Alarm Fees	4th and subsequent offenses	\$100.00
Triennial Inspection, incl. follow-up		\$35.00
Additional follow-up inspections		\$25.00
Rental Property License	3-year period	\$5.00
Rental License Late Payment		\$50.00
Room Tax Returns - late filing		\$10.00

Refuse collection service license fee		\$25.00
NSF checks returned		\$40.00
Special Assessment Search		\$25.00
Municipal Conference Room Rentals		\$0.00
Fingerprinting by Police Department	non-school related	\$10.00
Fingerprinting by Police Department	school related	\$0.00
<b>FIRE DEPARTMENT &amp; PUBLIC WORKS</b>		
Equipment rates to be utilized in billings for fire/miscellaneous services rendered: FEMA schedule of rates for disaster assistance or, if not provided, equipment rates as established in the State Highway Maintenance Manual.		
Administrative Fee - misc. services rendered		10% of amount billed/ \$20 min.
Service rate		employee wage & fringe benefit
<b>ANIMALS</b>		
Dogs - Neutered or Spayed	Annually April 1 - March 31	\$10.00
Dogs - Non - Neutered or Spayed	Annually April 1 - March 32	\$15.00
Kennel License	more than 3 dogs	\$55.00
Dangerous Animal Registration	Annually by January 31	\$75.00
Redemption of impounded dog	1st offense	\$25.00
Redemption of impounded dog	Subsequent offenses	\$50.00
<b>BUILDING CONSTRUCTION &amp; FIRE PREVENTION - ONE- AND TWO-FAMILY DWELLING</b>		
New One- and Two-Family Homes	Square foot total is based on all finished space.	\$450 + \$.20/sq. ft.
Residential Additions	Square foot total is based on all finished space. Any addition over 800 sq. ft. shall follow new home fees.	\$200 + \$.20/sq. ft.
Residential Alterations & Repairs	Building cost per RS Means cost data. Repairs over \$2,000	\$50 + \$7 per \$1,000
Commercial & Industrial New		\$600 + \$.20/sq. ft. on 1st 10,000 sq. ft. & \$.10 on remaining finished sq. ft.
Commercial & Industrial Additions		\$400 + \$.20/sq. ft. on 1st 10,000 sq. ft. & \$.10 on remaining finished sq. ft.
Commercial & Industrial Alterations & Repairs	Building cost per RS Means cost data. Repairs over \$2,000	\$100 + \$7/\$1,000 up to \$500,000 & \$4/\$1,000 over \$500,000
State Building Permit Seal, when required		\$35.00

Plan Review		10% of plan fee
Additional plan review from changes, additions	per hour	\$50.00
Inspection outside normal business hours	per hour	\$50.00
Reinspection	Reinspection over two inspection trips	\$100.00
Inspections with no specific category	per hour	\$50.00
Erosion Control permit	Projects disturbing more than 1,000 sq. ft. of land and all new family dwellings	\$100.00
Footing & foundation		\$100.00
Renewal Fee	Minimum \$50/Max \$250	Half original permit fee
Repairs/Alterations: minor	costing less than \$2,000	-
Roof: Repair or replacement	exceeding \$2,000 in value	\$50.00
Administration - on all permits	Minimum \$10/Max \$150	20% of permit
Decks	plus administration fee	\$100.00
Fences	plus administration fee	\$50.00
Fireplaces	plus administration fee	\$100.00
Porches & Gazebos	plus administration fee	\$100.00
Pool requiring a building permit	plus administration fee	\$180.00
Signs	plus administration fee	\$50.00
Satellite TV antenna		\$0.00
Sheds up to 300 sq. ft.	plus administration fee	\$50.00
Shed/detached garage/pole bldg over 300 sq. ft.	plus administration fee	\$100 + \$.10/sq. ft + \$50/electrical, plumbing and HVAC
The value of construction for calculating permit fees shall be calculated using the most recent Building Valuation Date (including regional modifiers) as published by the International Code Council in Building Safety Journal.		
Move or raze a building	plus administration fee	\$100.00
Remodeling requiring permit	Electrical, plumbing & HVAC additional plus admin fee	\$.05/sq.ft. of affected area
Minimum Housing Code Inspections	plus administration fee	\$55/unit; \$40 reinspection fee
Heating, ventilating, air conditioning	plus administration fee	
Commercial to \$50,000 value		\$100 + 1% of total work

Commercial over \$50,000 value		\$500 + .75% of value over \$500
Residential equipment	per unit	\$50.00
Electrical	plus administration fee	
Service feeder panels		\$50.00
New circuits		\$5.00
Circuit alterations	per opening	\$0.50
Plumbing	plus administration fee	
Equipment installation	per fixture	\$10.00
Lateral inspection		\$50.00
Satellite Television Dish permit	plus administration fee	\$0.00
Penalty. A penalty fee shall be assessed for any work started without a building permit. The penalty fee shall be equal to the permit fee. The Village shall retain all penalty fees; the Clerk shall attribute the same to the general fund.		
<b>BUILDING CONSTRUCTION &amp; FIRE PREVENTION - COMMERCIAL ELECTRICAL</b>		
Commercial electrical administrative fee administrative/base fee is 15% of the permit fee calculated in below.		
Commercial electrical permit fee		
Temporary electrical service		\$85.00
New Service fee	up to 200 amp service	\$85.00
New Service fee	Over 200 amps: per 100 amps over	\$35.00
Includes one service disconnect	each additional	\$17.00
Panels/subpanels	per 100 amps of panel overcurrent	\$25.00
Transformers or similar	per KVA	\$0.35
Fire pump		\$150.00
Generators		\$150.00
ATS		\$100.00
Solar photovoltaic - requires plan review	per KVA: min \$200/max \$500	\$25.00
Fire Alarms, signaling, comm, and/or similar	per cabinet or controller	\$12.00
Elevator and/or other similar	per car	\$85.00
Swimming pools		\$250.00
Fuel pumps	per pump	\$30.00
Branch circuit/feeder fees (are based on the overcurrent size protecting the circuit. 1/2/3 pole overcurrent devices are all counted the same.)		
Up to 30 amps		\$8.00
31 to 60 amps		\$18.00
61 to 200 amps		\$40.00
201 to 800 amps		\$60.00
Plan review fee	per hour, charged by quarter hour	\$80.00
Minimum commercial permit fee		\$150.00

Starting without permit	subject to	Double normal fee
Renewal fee - 1/2 of original permit fee	min \$75/max \$250	
Reinspection fee	3 or more	\$80.00
<b>DIRECT SELLERS</b>		
Registration Fee		\$50.00
Criminal investigation background check		\$25.00
<b>PARK &amp; RECREATION</b>		
Oakey Park Rental	\$0 for non-profit	\$50.00
Mill Pond Park Rental	\$0 for non-profit	\$25.00
<b>PUBLIC AMUSEMENTS</b>		
Dances and Dance Halls		\$5.00
Incidental Dancing	per year	\$5.00
Jukebox	per year	\$2.00
Place of Amusement	annual July 1 - June 30	\$10.00
<b>PENALTIES</b>		
Penalty for Chapter 130 violation	per offense	\$50.00
<b>IMPACT FEES</b>		
Appeals		\$200.00
Public Water & Sewer	Residential	\$1,570.00
Public Water & Sewer	Commercial	\$1,570.00
Public Parks & Recreation		\$440.00
Public Municipal Buildings		\$595.00
<b>LIQUOR LICENSES</b>		
	<b>State Fee Law</b>	
Class "A" Beer	no max / no min	\$100.00
"Class A" Liquor	\$500 max / \$50 min	\$300.00
Class "B" Beer	\$100 max/ no min	\$100.00
"Class B" Liquor	\$500 max / \$50 min	\$500.00
"Class C" Wine	\$100 max / no min	\$100.00
Temporary "Picnic" License	\$10 max	\$10.00
Temporary "Class B" Beer License	\$10 max	\$10.00
Operator's License	two-year license	\$40.00
Operators Provisional	60-day license	\$15.00
Wholesaler's Fermented Malt Beverage	per year	\$25.00
<b>CIGARETTE</b>		
Cigarette		\$100.00
<b>LICENSES/PERMITS</b>		
Fireworks User's Permit		\$10.00
Fireworks - Buyer Possession Permit		\$5.00
Fireworks Sellers Permit		\$150.00
Fireworks Transfer Fee		\$25.00
Street Opening Permit		\$50.00
Street Opening Deposit	per sq. ft. of excavation	\$20.00

Conditional Obstruction Permit (HPC)		\$0.00
Driveway Permit		\$0.00
HP - Certificate of Appropriateness Application		\$20.00
Special Event Permit		\$0.00
<b>PARKING</b>		
Winter Overnight Parking Permit	November 15 - April 15	\$200.00
All-night parking ticket		\$30.00
All-night storage charge		\$5.00
Snow removal emergency parking ticket		\$20.00
<b>UTILITIES</b>		
Sewer account set-up fee		\$45.00
Sewer fixed charge	per quarter	\$40.00
Usage charge	per 100 cubic ft. of actual usage	\$10.75
Connection Permit fee	residential & commercial	\$5.00
Connection Permit fee	industrial	\$25.00
Inspection fee after initial inspection		employee wage & fringe benefit
<b>ZONING</b>		
St. Croix River District: Review	zoning, CUPs, variances, platting	\$250.00
Preliminary Plat & Replat Review		\$50 plus \$1,500 escrow
Final Plat & Replat Review		\$50 plus \$500 escrow
Certified Survey Plats, Maps & Replats		\$50 plus \$500 escrow
Conditional use permit, initial	plus any costs for notification	\$100.00
Conditional use permit, renewal		\$50.00
Board of Appeals request		\$50.00
Variance request		\$75.00
Rezoning request		\$50.00
Site Plan review		\$100 plus \$500 escrow
Annexation	not limited to this amount as the Village may require an escrow	min of \$250, plus \$10 per acre
If the required escrow amount for each of the items specified above is not sufficient to reimburse the Village for professional services and other costs in reviewing the application, the applicant is required to pay additional funds into the escrow in an amount determined by the Village. Any funds remaining after the completion of the review shall be refunded to the applicant.		

Passed and adopted the \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Brad Lutz, Village President

ATTEST: I hereby certify that the foregoing resolution was duly adopted by the Village of Osceola at a legal meeting held on this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Carie Krentz, Village Clerk

## CREDIT OPINION

30 January 2024



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### CLIENT SERVICES

Americas 1-212-553-1653

Asia Pacific 852-3551-3077

Japan 81-3-5408-4100

EMEA 44-20-7772-5454

# Village of Osceola, WI

Update following upgrade to Baa1

## Summary

The [Village of Osceola, WI](#) (Baa1) continues to have a somewhat limited credit profile, characterized by narrow reserves that have improved in recent years. The economic base is a credit strength and leverage is moderate.

On January 29, 2023, Moody's upgraded the village's issuer and GOULT ratings to Baa1 from Baa2 and removed the stable outlook.

## Credit strengths

- » Strong full value per capita supported by recent growth and proximity to Twin Cities metro area
- » Strengthening enterprises following recent rate increases

## Credit challenges

- » Narrow available fund balance
- » Limited scale of operations

## Rating outlook

Moody's does not typically assign outlooks to local governments with this amount of debt.

## Factors that could lead to an upgrade

- » Sustained maintenance of fund balance ratio at or above 15%
- » Significant growth and diversification of the local economy, supporting increases in resident income and wealth

## Factors that could lead to a downgrade

- » Reduction in fund balance or cash ratios to below 5% of revenue
- » Increased leverage to 350% of revenue and/or fixed costs above 20% of revenue



## Key indicators

Exhibit 1

### Osceola (Village of) WI

	2019	2020	2021	2022	Baa Medians
<b>Economy</b>					
Resident income ratio (%)	79.2%	82.8%	82.8%	N/A	79.7%
Full Value (\$000)	\$218,082	\$236,492	\$261,337	\$308,438	\$712,715
Population	2,511	2,521	2,736	2,785	14,543
Full value per capita (\$)	\$86,851	\$93,809	\$95,518	\$110,750	\$54,757
Annual Growth in Real GDP	0.3%	-0.1%	1.3%	-0.7%	N/A
<b>Financial Performance</b>					
Revenue (\$000)	\$5,726	\$6,013	\$6,477	\$6,040	\$28,892
Available fund balance (\$000)	\$65	\$268	\$615	\$671	\$4,526
Net unrestricted cash (\$000)	\$1,142	\$1,742	\$2,180	\$2,943	\$9,181
Available fund balance ratio (%)	1.1%	4.5%	9.5%	11.1%	23.1%
Liquidity ratio (%)	19.9%	29.0%	33.7%	48.7%	33.2%
<b>Leverage</b>					
Debt (\$000)	\$15,564	\$14,283	\$12,619	\$12,124	\$21,415
Adjusted net pension liabilities (\$000)	\$2,467	\$3,278	\$4,336	\$4,251	\$68,713
Adjusted net OPEB liabilities (\$000)	\$78	\$129	\$136	\$150	\$12,414
Other long-term liabilities (\$000)	\$59	\$77	\$294	\$256	\$1,094
Long-term liabilities ratio (%)	317.3%	295.5%	268.4%	277.8%	380.5%
<b>Fixed costs</b>					
Implied debt service (\$000)	\$1,202	\$1,135	\$1,023	\$885	\$1,622
Pension tread water contribution (\$000)	\$70	\$42	\$35	\$38	\$2,987
OPEB contributions (\$000)	\$1	\$1	\$1	\$1	\$114
Implied cost of other long-term liabilities (\$000)	\$6	\$4	\$5	\$21	\$78
Fixed-costs ratio (%)	22.3%	19.7%	16.4%	15.6%	17.9%

For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#).

The real GDP annual growth metric cited above is for the Polk County, Wisconsin [issuer specific] Metropolitan Statistical Area.

Sources: US Census Bureau, Osceola (Village of) WI's financial statements and Moody's Investors Service, US Bureau of Economic Analysis

## Profile

The Village of Osceola occupies four square miles along the border of [Wisconsin](#) (Aa1 stable) and [Minnesota](#) (Aaa stable) and has a population of under 3,000 residents. The village provides municipal services including general government, public safety, public works, recreation and culture, and economic development, and it also maintains enterprise funds including water and sewer.

## Detailed credit considerations

The village's economic base will continue to benefit from its location on the edge of the Twin Cities metro area, which has supported ongoing development and a strong full value per capita. Resident incomes are somewhat below the national median. Following a history of negative fund balance driven by annual operating deficits, the village's financial position has improved in recent years. Fiscal 2022 closed with a nominally small \$670,000 in available fund balance, representing about 11% of revenue. The majority of reserves are held in the enterprise funds, which have strengthened in recent years following rate increases. The village's cash position is significantly stronger than the available fund balance because the cash includes funds restricted for capital projects as well as bond proceeds.

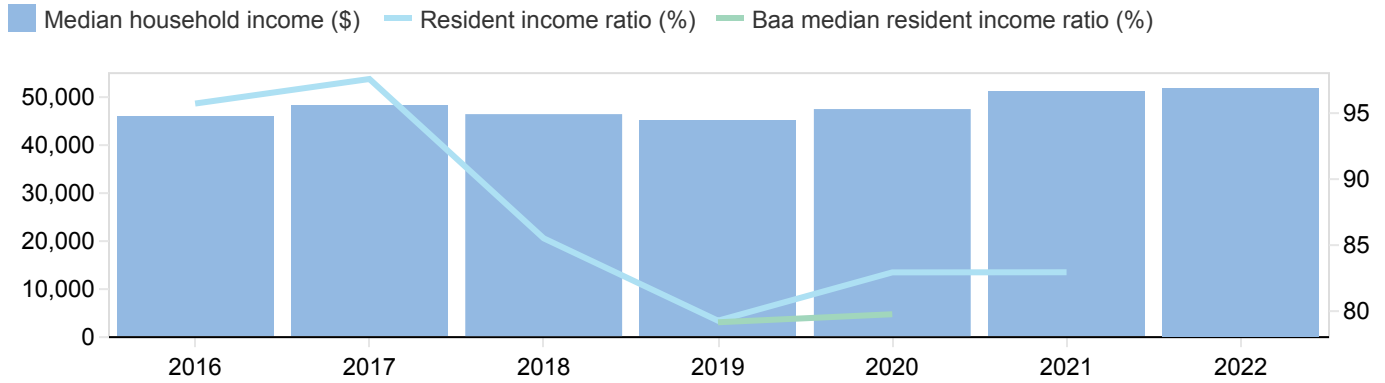
The village's financial position will likely remain narrow, but positive in the coming years. Unaudited results for fiscal 2023 show a modest general fund operating deficit of about \$50,000, which will be more than offset by a significant land sale. General fund balance will likely grow in 2023. The 2024 budget is expected to rely on about \$120,000 in short-term borrowing for regular capital maintenance. While the ability to raise additional revenue is somewhat limited, the village is working to find cost savings in fiscal 2024 and fund balance is expected to hover at or above 10% of revenue going forward. The village's liabilities will remain moderate

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

because of regular borrowing plans. The village generally borrows between \$1 million and \$1.5 million every other year for capital improvements.

**Economy**

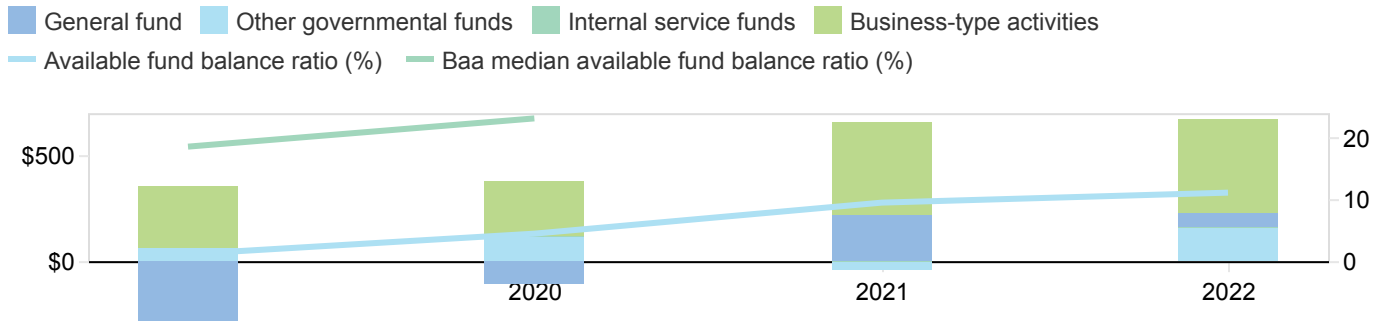
Exhibit 2  
**Resident Income**



Source: Moody's Investors Service

**Financial operations**

Exhibit 3  
**Fund Balance**

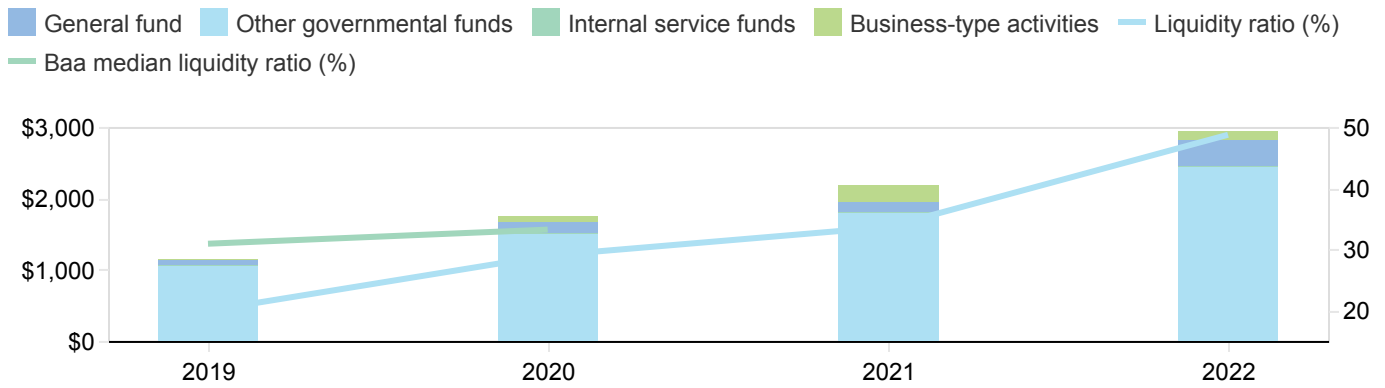


Source: Moody's Investors Service

**Liquidity**

Exhibit 4

**Cash**

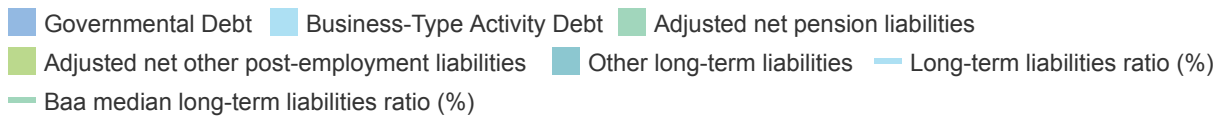


Source: Moody's Investors Service

**Leverage**

Exhibit 5

**Total Primary Government - Long Term Liabilities**



Source: Moody's Investors Service

**ESG considerations**

**Environmental**

Environmental considerations do not materially factor into the village's credit profile. We do not expect any climate events to materially impact the village's finances or credit quality.

**Social**

Social considerations impact the village's credit profile. Osceola's favorable location in the Minneapolis and St. Paul metropolitan area bolsters its economic profile, especially contributing to a strong full value per capita. Resident incomes trail the national median. Population has been relatively stable over the last decade. The poverty rate is slightly higher than the nation.

**Governance**

While the village continues to run modest operating deficits, the reserve position has improved in recent years. The village recently implemented variance reporting and maintenance of a five-year financial plan. The sector's major revenue source, property tax revenue, is subject to a cap that restricts cities from increasing their operating property tax levies except to capture amounts represented by

net new construction growth. Revenue and expenditures tend to be predictable. Many cities use tax increment districts to attract economic development, often issuing debt to fund initial infrastructure in undeveloped areas. While tax increment districts are ultimately expected to generate revenue sufficient to cover initial city outlay, cities are exposed to economic downturns which could halt development.

## Rating methodology and scorecard factors

The US Cities and Counties Rating Methodology includes a scorecard, which summarizes the rating factors generally most important to city and county credit profiles. Because the scorecard is a summary, and may not include every consideration in the credit analysis for a specific issuer, a scorecard-indicated outcome may or may not map closely to the actual rating assigned.

The difference between the scorecard-indicated outcome and the assigned rating is driven by a recent history of negative fund balance and the expectation that reserves will remain relatively narrow for several years.

Exhibit 6

### Osceola (Village of) WI

	Measure	Weight	Score
<b>Economy</b>			
Resident income ratio	82.8%	10.0%	A
Full value per capita	120,705	10.0%	Aa
Economic growth metric	-1.7%	10.0%	A
<b>Financial Performance</b>			
Available fund balance ratio	11.1%	20.0%	Baa
Liquidity ratio	48.7%	10.0%	Aaa
<b>Institutional Framework</b>			
Institutional Framework	A	10.0%	A
<b>Leverage</b>			
Long-term liabilities ratio	277.8%	20.0%	A
Fixed-costs ratio	15.6%	10.0%	A
<b>Notching factors</b>			
Limited scale of operations	-0.5		
Scorecard-Indicated Outcome			A2
<b>Assigned Rating</b>			<b>Baa1</b>

The Economic Growth metric cited above compares the five-year CAGR of real GDP for Polk County, Wisconsin [issuer specific] Metropolitan Statistical Area to the five-year CAGR of real GDP for the US

Sources: US Census Bureau, Osceola (Village of) WI's financial statements and Moody's Investors Service

## Appendix

Exhibit 7

### Key Indicators Glossary

	Definition	Typical Source*
<b>Economy</b>		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau - American Community Survey 5-Year Estimates RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau - American Community Survey 5-Year Estimates
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
<b>Financial performance</b>		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
<b>Leverage</b>		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
<b>Fixed costs</b>		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Investors Service
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Investors Service
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Investors Service
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

\*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US City and Counties Methodology](#).

Source: Moody's Investors Service

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# Memo

**To:** Village Board  
**From:** Devin Swanberg, Village Administrator  
**Date:** February 9, 2024  
**Re:** Eric Lehman Retirement

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Eric Lehman

On behalf of the Board of Trustees, I want to thank you for your unrivaled performance during these past 30 years, as we congratulate you on your retirement. The years you have worked in the village have been marked by unsurpassed efficiency and excellence. You have been an inspiration to us all. The efforts to engage in the community and be a friendly face for everyone did not go unnoticed. You have impacted many people in the community and your willingness to not just enforce but to teach and better people of the community was your lasting impact you will make on the community. We thank you for all you have done and wish you the best in all your future endeavors. We know you will still be an active member in the community. Thanks again for all the years of service you have provided.

Devin Swanberg  
Village Administrator