

Osceola Airport Commission Meeting

Date: Monday, March 18, 2024
Time: 4:00 p.m.
Place: Airport Terminal Building Osceola, WI

AGENDA

1. Call to order
2. Approval of agenda
3. Approval of the minutes
 - a) Regular meeting dated February 20, 2024
4. Invoices for payment
5. Airport Financials
 - a) Receipt Register
 - b) Transaction Detail Report with Budget
6. Reports
 - a) Airport Manager's Report
7. Other Business
 - a) Airport Master Plan General Discussion
 - b) Airport Ordinance revisions
 - c) Farmland Lease Contract
 - d) Northeast Airport out-building
8. Future agenda items and updates
9. Adjourn

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.

Osceola Airport Commission Meeting

Date: Tuesday, February 20, 2024

1. Called to order by Greene at 4:01pm. Members present: Greene, Melin, Waddell, Lee and Johnson arrived at 4:05pm.
Public: Matt (SEH), Elfstrom (fire chief)
2. Approval of the Agenda: 1 Melin; 2 Lee (5 I, 0 NA)
3. Approval of the minutes (December 18, 2023): 1 Lee; 2 Greene (5 I, 0 NA)
4. Invoices for payment: Board looked over invoices and found everything to look right.
5. Airport Financials: Things are looking good with no snow this winter.
6. Reports:
 - Manager's ReportJohnson stated Gregory Contracting is still working on replacing some faulty siding from the factory. Gregory Contracting has not asked for final payment yet for the work they have performed on the remodel.
7. Other Business:
 - a. Farmland Lease Contract: Newman's Farm has asked the airport board to reduce land rent for new contract. Newman's Farm will be contacted asking for justification on why they would like a price drop on rent. The commission discussed other possible options for lease cost savings. This was tabled until more information is gathered.
 - b. Custom Fire: Nothing needed.
 - c. Airport Master Plan General Discussion: Funding for SEH is needed to move forward with the work on the master plan. Greene has spoken with Devin to send an email to acknowledge the Wisconsin Bureau of Aeronautics \$180,000 funding memo.
 - d. Airport Ordinance revision: Tabled
 - e. Snowblower sale: Snowblower sold for \$25,000. This money was placed into the airports general fund.
 - f. Airport Road Discussion- Greene updated the commission on a response received from the Wisconsin bureau of aeronautics in regards to the village pursuit of the concurrent use of Airport Road to support the adjacent expansion of the Viebrock development. The Wi BOA is not interested in moving forward with the request because of significant local objection.
 - g. Paul Elfstrom mentioned he would like to get water mains installed to service the "K" hangars in the future, possibly utilizing a capital expenditures program.
8. Future agenda items and updates
 - a. Northeast airport out building options
 - b. Land lease
9. Adjourn – Meeting adjourned at 5:30pm

3/13/2024

8:20 AM

Reprint Check Register - Quick Report - ALL

Page: 1
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 2/16/2024 From Account: 250-00-11100-000-000
Thru: 3/13/2024 Thru Account: 250-00-59200-000-000

Check Nbr	Check Date	Payee	Amount
66395	2/21/2024	J & S GENERAL CONTRACTING	1,630.00
66402	2/21/2024	THE BITWORKS INC.	103.04
66422	2/28/2024	GREGORY CONTRACTING	2,505.80
66452	2/28/2024	WE ENERGIES	79.44
66452	2/28/2024	WE ENERGIES	-79.44
66454	2/28/2024	WE ENERGIES	79.44
66472	3/06/2024	J & S GENERAL CONTRACTING	1,692.50
66485	3/06/2024	THE BITWORKS INC.	58.86
66494	3/13/2024	BRIGHTSPEED	158.47
66509	3/13/2024	PDI TECHNOLOGIES	59.94
66517	3/13/2024	XCEL ENERGY	676.98
V3132416	3/13/2024	SCHILL, JUSTIN	350.57
Grand Total			7,315.60

3/13/2024 8:20 AM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

GENERAL FUND CHECKING

ALL Checks

Posted From: 2/16/2024 From Account: 250-00-11100-000-000
Thru: 3/13/2024 Thru Account: 250-00-59200-000-000

Amount

Total Expenditure from Fund # 250 - AIRPORT	7,315.60
Total Expenditure from all Funds	7,315.60

3/13/2024

8:21 AM

Reprint Receipt Register - Quick Report

Page: 1
ACCT

GENERAL FUND CHECKING

ALL Receipts

Posted From: 2/16/2024 From Account: 250-00-11100-000-000
Thru: 3/13/2024 Thru Account: 250-00-59200-000-000

Receipt Nbr	Receipt Date	Payor	Amount
2877	2/12/2024	DAN MANTHEY	729.65
Grand Total			729.65

3/13/2024 8:21 AM

Reprint Receipt Register - Quick Report

Page: 2
ACCT

GENERAL FUND CHECKING

ALL Receipts

Posted From: 2/16/2024 From Account: 250-00-11100-000-000
Thru: 3/13/2024 Thru Account: 250-00-59200-000-000

Amount

Total Revenue from Fund # 250 - AIRPORT	729.65
Total Revenue from all Funds	729.65

Dated From: 2/16/2024

From Account: 250-00-11100-000-000

ACCT

Thru: 3/13/2024

Thru Account: 250-00-59200-000-000

Type of Account: Active

Fund # 250 - AIRPORT

					Debit	Credit
250-00-11100-000-000 TREASURER'S WORKING CASH						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:	184,269.77	
2/16/2024	CMP		2/16/2024	Receipts Posted 02/16/2024	729.65	
2/21/2024	CMP		2/21/2024	Checks Posted 02/21/2024		1,733.04
2/28/2024	CMP		2/28/2024	Checks Posted 02/28/2024		2,585.24
2/28/2024	CMP		2/28/2024	Checks Posted 02/28/2024	79.44	
2/28/2024	CMP		2/28/2024	Checks Posted 02/28/2024		79.44
3/06/2024	CMP		3/06/2024	Checks Posted 03/06/2024		1,751.36
3/13/2024	CMP		3/13/2024	Checks Posted 03/13/2024		350.57
3/13/2024	CMP		3/13/2024	Checks Posted 03/13/2024		895.39
3/13/2024	JE	PAYROLL	3/13/2024	Payroll Transaction		49.99
				Ending Balance:	177,633.83	
250-00-13300-000-000 ACCRUED INTEREST RECEIVABLE						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:	8,807.95	
				Ending Balance:	8,807.95	
250-00-13800-000-000 LEASE RECEIVABLE - ST						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:	48,480.70	
				Ending Balance:	48,480.70	
250-00-13850-000-000 LEASE RECEIVABLE - LT						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:	220,253.14	
				Ending Balance:	220,253.14	
250-00-16200-000-000 PREPAID EXPENSES						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:	11,146.50	
				Ending Balance:	11,146.50	
250-00-21100-000-000 ACCOUNTS PAYABLE						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:		1,327.84
				Ending Balance:		1,327.84
250-00-21110-000-000 HANGER DEPOSITS						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:		500.00
				Ending Balance:		500.00
250-00-25400-000-000 DEFERRED INFLOWS - LEASES						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:		268,951.95
				Ending Balance:		268,951.95
250-00-34100-000-000 FUND BALANCE (RESERVED)						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:		150,250.78
				Ending Balance:		150,250.78
250-00-46340-000-000 HANGER LEASES						
Posting	----- Transaction -----					
Date	Type	Number	Date	Beginning Balance:		34,027.94
2/16/2024	RCP	2877	2/12/2024	DAN MANTHEY		729.65

Dated From: 2/16/2024
Thru: 3/13/2024

From Account: 250-00-11100-000-000
Thru Account: 250-00-59200-000-000 Type of Account: Active

Fund # 250 - AIRPORT

				Debit	Credit
250-00-46340-000-000 - HANGER LEASES					
				Ending Balance:	34,757.59
				Budget:	62,300.00
250-00-46341-000-000 FUEL FLOW FEE					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	832.97
				Ending Balance:	832.97
				Budget:	3,000.00
250-00-46343-000-000 LAND RENT - KRVIDA					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	16,200.00
				Ending Balance:	16,200.00
				Budget:	16,000.00
250-00-46345-000-000 FUEL LEASE					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	2,000.00
				Ending Balance:	2,000.00
				Budget:	4,000.00
250-00-51600-110-000 BLD MAINT WAGES					
Posting	-----	Transaction	-----		
Date	Type	Number	Date		
3/13/2024	DIS	PAYROLL	3/13/2024	Payroll Transaction	350.57
				Ending Balance:	350.57
				Budget:	0.00
250-00-53510-130-000 AIRPORT SOC SECURITY					
Posting	-----	Transaction	-----		
Date	Type	Number	Date		
3/13/2024	JE	PAYROLL	3/13/2024	Payroll Transaction	20.91
				Ending Balance:	20.91
				Budget:	0.00
250-00-53510-131-000 AIRPORT MEDICARE					
Posting	-----	Transaction	-----		
Date	Type	Number	Date		
3/13/2024	JE	PAYROLL	3/13/2024	Payroll Transaction	4.89
				Ending Balance:	4.89
				Budget:	0.00
250-00-53510-132-000 AIRPORT RETIREMENT					
Posting	-----	Transaction	-----		
Date	Type	Number	Date		
3/13/2024	JE	PAYROLL	3/13/2024	Payroll Transaction	24.19
				Ending Balance:	24.19
				Budget:	0.00
250-00-53510-216-000 AIRPORT SPECIAL SERVICES					
Posting	-----	Transaction	-----		
Date	Type	Number	Date	Beginning Balance:	119.88
3/13/2024	DIS	66509	3/13/2024	PDI TECHNOLOGIES	59.94

Dated From: 2/16/2024
 Thru: 3/13/2024

From Account: 250-00-11100-000-000
 Thru Account: 250-00-59200-000-000 Type of Account: Active

Fund # 250 - AIRPORT

Debit Credit

250-00-53510-216-000 - AIRPORT SPECIAL SERVICES

R1127804061

Ending Balance: 179.82
 Budget: 0.00

250-00-53510-220-000 AIRPORT ELECTRICITY

Posting Date	Type	Transaction Number	Date	Beginning Balance:	
3/13/2024	DIS	66517	3/13/2024	XCEL ENERGY	790.98
				Ending Balance:	676.98
				Budget:	1,467.96
					7,500.00

250-00-53510-223-000 AIRPORT TELEPHONE

Posting Date	Type	Transaction Number	Date	Beginning Balance:	
3/13/2024	DIS	66494	3/13/2024	BRIGHTSPEED	158.47
				AIRPORT	158.47
				Ending Balance:	316.94
				Budget:	0.00

250-00-53510-227-000 AIRPORT NATURAL GAS

Posting Date	Type	Transaction Number	Date	Beginning Balance:	
2/28/2024	DIS	66452	2/28/2024	WE ENERGIES	64.09
2/28/2024	DIS	66452	2/28/2024	WE ENERGIES	79.44
2/28/2024	DIS	66454	2/28/2024	WE ENERGIES	79.44
				Ending Balance:	143.53
				Budget:	0.00
					79.44

250-00-53510-232-000 AIRPORT BLDG MAINTENANCE

Posting Date	Type	Transaction Number	Date	Beginning Balance:	
2/28/2024	DIS	66422	2/28/2024	GREGORY CONTRACTING	2,505.80
				5484	
				Ending Balance:	2,505.80
				Budget:	0.00

250-00-53510-340-000 AIRPORT OPERAT SUPPLIES

Posting Date	Type	Transaction Number	Date	Beginning Balance:	
2/21/2024	DIS	66402	2/21/2024	THE BITWORKS INC.	103.04
				35117, 35149, 29022	
3/06/2024	DIS	66485	3/06/2024	THE BITWORKS INC.	58.86
				35164	
				Ending Balance:	161.90
				Budget:	2,000.00

250-00-53510-400-000 AIRPORT ICE & SNOW REMOVAL

Posting Date	Type	Transaction Number	Date	Beginning Balance:	
2/21/2024	DIS	66395	2/21/2024	J & S GENERAL CONTRACTING	1,630.00
				AIRPORT SNOW REMOVAL	

3/13/2024 8:37 AM

Transactions Detail with Budget Report - Full Description

Dated From: 2/16/2024
Thru: 3/13/2024

From Account: 250-00-11100-000-000
Thru Account: 250-00-59200-000-000

Type of Account: Active

Fund # 250 - AIRPORT

Debit

Credit

250-00-53510-400-000 - AIRPORT ICE & SNOW REMOVAL

31729

3/06/2024 DIS 66472 3/06/2024

J & S GENERAL CONTRACTING
AIRPORT SNOW REMOVAL

1,692.50

31853

Ending Balance:

3,322.50

Budget:

40,000.00

Fund Totals:

Beginning

474,091.48

474,091.48

8,254.12

8,254.12

Ending

474,821.13

474,821.13

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

<u>Laurie M. Neumann</u>	(“Tenant”).
<u>2183 Polk-St. Croix Road</u>	Tenant’s address.
<u>New Richmond, WI 54017</u>	Tenant’s address.
<u>(715) 248-3549</u>	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 the 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 the 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 the lease shall be three (3) years, beginning on the 1st day of January 2024 and ending on the 31st 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 the 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). 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. The airport manager must preapprove all crops. Tenant shall request crop approval in writing and consult with the airport manager at least 60 days before 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 cause 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 before 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 Krentz, Village Clerk

Date: _____

Exhibit A

Map showing approximate location of land available for crop farming.

Exhibit B

Wellhead Protection regulations, Chapter 219, Article IX.