

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

Date: October 8, 2024

Time: 6:00 pm CST

Place: Village Hall, 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 September 10, 2024
    - ii. Special meeting dated September 30, 2024
  - b) Licenses and Permits:
    - i. Operator's Licenses
      - a. Carrie Herz – Cascade BP
      - b. Kade Koecher - PYs
    - ii. Special Event Permits
      - a. Light-Up Osceola
  - c) Board, Committee, Commission and Agency Reports:
    - i. Admin & Finance      September 5, 2024      (Committee approved October 3, 2024)
    - ii. Airport Commission      August 19, 2024      (Commission approved September 16, 2024)
    - iii. Court Commission      January 23, 2024      (Commission approved September 9, 2024)
    - iv. Historic Preservation      July 24, 2024      (Commission approved September 24, 2024)
    - v. Library Board      August 8, 2024      (Commission approved September 12, 2024)
    - vi. Room Tax Commission      June 11, 2024      (Commission approved October 1, 2024)
  - d) Approval of vouchers payable
  - e) Budget summary
4. Public input and ideas (Limit 5 minutes per speaker)
5. Reports:
  - a) Staff reports
    - i. Fire
    - ii. Police
    - iii. Public Works
    - iv. Utilities
    - v. Library
    - vi. Building Inspection
    - vii. Administration
  - b) Chamber of Commerce/Mainstreet

6. **Public Hearing** portion of the meeting for the purpose of discussing and receiving comments on the proposed adoption of an ordinance amending portions of Chapter 134 of the Village Code relating to impact fees upon land development pursuant to §66.0617 of the Wisconsin Statutes, and pursuant to the Needs Assessment and Impact Fee Update, August 28, 2024.
  - a) Close of the Public Hearing portion of the meeting.
  - b) Approval of Needs Assessment and adopt Impact Fee Ordinance #24-05.
7. Other business – discussion and possible action re:
  - a) MSA Professional Services
    - i. MSA Project Update
    - ii. Design Services for Cascade Falls Phase 1
  - b) Approval of Lot Survey – Parcel #165-00844-0135 & #165-00844-0230, Gateway Meadows
  - c) New Process for Administrator Review
8. 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 conducting other specified public business, whenever competitive or bargaining reasons. This pertains to 2<sup>nd</sup> Avenue parking lot.
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<br>(tied ranking for number 10) |
| 3. Industrial Park | 7. Personalization/Historic of Downtown Feel |   |
| 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  
September 10, 2024

The Village of Osceola met for a Regular meeting on September 10, 2024, at Village Hall. Village President Lutz called the meeting to order at 6:00 pm.

Present: Brad Lutz, Arvid Maki, Ron Pedrys, Mike Sine, Marsha Hovey and Neil Kline

Absent: Van Burch

Staff present: Devin Swanberg, Carie Krentz, Ann Miller, Todd Waters, and Andrew Bach

Motion by Pedrys and seconded by Hovey to approve the agenda.

Ayes-6                      Nays-0                      Motion carried

Motion by Hovey and seconded by Sine 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**

Library: Miller reviewed Library Director memo.

Fire: Swanberg stated that Elfstrom and Cutts were on their way to Florida for training on airboat and went through runs for the month of August with 9 runs total last month, 3 in Village of Osceola and 6 in Town of Farmington and reviewed his memo.

Police: Bach stated the PD generated 323 calls, 57 incidents and traffic reports with 2 arrests and 1 criminal referral. Officers had 52 traffic stops and issued 43 municipal citations. St. Croix Falls responded 16 times and reviewed his memo to the board. Discussion regarding vandalism throughout the area, bathrooms and old hospital site.

Public Works: Waters reviewed his memo to the board and gave an update on HVAC in municipal building, going over locking issue with public restrooms.

Utilities: Swanberg highlighted Caruso’s memo to the board.

Building Inspection: Swanberg stated it was a slow month with no new home permits and behind last year’s numbers.

Administration: Swanberg stated received a counteroffer from Mount Hope Cemetery, which he rejected and offered them to resubmit a new offer for the October meeting. Staff has been working on budget, plan on informal budget workshop at the September 30<sup>th</sup> special meeting. Expect the 2023 Audit presentation in October. Touched on development projects and working on child care in the community. Staff is working on the key card/security to building. Expecting to hear shortly on the DNR Stewardship Grant for Cascade Falls project with the National Park Service showing interest in help with this project. Simmon Drive discussion and update.

Chamber of Commerce/Mainstreet: Swanberg highlighted the chamber memo. Lutz passed along message from Fair organization that the BID has previous offered funds to provide busses to shuttle people back and forth from Wheels & Wings to Fair grounds and there was no request from fair board for this but would like this in the future.

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

**Additional 2024-2025 Poll Worker Appointments**

Krentz stated she had more interest from residents to be poll workers and with the Presidential Election in November looking to appoint three more.

Motion by Hovey and seconded by Pedrys to approve 3 additional poll workers to the 2024-2025 list as presented.

Ayes-6                      Nays-0                      Motion carried

### **New Oakey Park Parking**

Swanberg stated he and Waters have been working all summer to plan for a new parking lot for Oakey Park using current impact fees. Waters stated need to spent our impact fees due to being in our 7<sup>th</sup> year with the amount at approximately \$60,000, with specific requirements on usage that does not include maintenance. Discussion on the two bids submitted for Phase 1 of the parking lot. It was stated that Paragon bid was less space due the existing parking lot being a suitable surface to use, which work require limited work on their part. More discussion between both bids and it was stated that if over \$25K we need to move forward with a formal bid process. Waters is requesting to accept Paragon's proposal and utilized impact fees as presented.

Motion by Sine and seconded by Maki to approve contract with Paragon Excavating as quoted.

Ayes-5                      Nays-1 (Hovey)                      Motion carried

### **Building HVAC System**

Swanberg and Waters gave an update on what has been done to get the upper level of the municipal building cooled. We are no longer contracting with Badger State and went back to the original installer of the system. Though it was fixed with an oil pressure gauge that was replaced last week and will continue to work on getting the HVAC working properly.

### **Impact Fee and Needs Assessment**

Swanberg stated Planning Commission (PC) was presented the 2025 impact fees, with a PC recommendation of a maximum of \$6,000. Angela Popenhagen stated impact fees are from March 2016 and working on for past three years. She stated report shows the maximum fees Village is allowed to charge and gave local comparisons. Not looking for any action tonight, just discussion to get ready for public hearing. Lengthy discussion took place on maximum fees versus the \$6,000. It was determined present both the maximum allowable fees along with the suggested \$6,000 at a public hearing in October.

### **Pinnacle Development Concept**

Russ Kiviniemi and Oranzo Oevering with Pinnacle Development presented their concept for a development that would need to be annexed into Village. Looking to see if Board is receptive to concept. Kiviniemi stated the proposed PUD development made up of mixed residential units on approx. 52 acres with 61 single-family homes, 42 twin home lots and 34 villa-style homes. Discussion between board members and developer on streets, lot sizes and number of lots and maintenance of roads and green space responsibility. PC approved to move forward with a closer look at the street plan.

Motion by Sine and seconded by Lutz to endorse the plan strategy and blend of lots on the concept plan as presented.

Roll Call: Ayes-Kline, Sine, Lutz, Maki                      Nays-Pedrys, Hovey                      4-2 Motion carried

### **Remove Interim for the Police Chief**

Swanberg gave a brief symptoms of how we got to having an Interim Police Chief and continued on with how well Andrew Bach has performed as interim police chief for past 8 months. The combination with St. Croix Falls has come to an impasse and feels this is no longer an option for the Village. Requesting the removal of interim from the police chief title for Andrew Bach. There will be swearing in ceremony on September 30<sup>th</sup>.

Motion by Sine and seconded by Maki to remove the interim title from Police Chief.

Ayes-6                      Nays-0                      Motion carried

### **Post for 2 Police Officer positions**

Swanberg with halting discussions to merge with St. Croix Falls, OPD is looking to get police staff back up to 5 full-time officers. To provide 24-hour coverage we need to hire two additional officers. Our contracted service agreement with St. Croix Falls will expire at the end of September. Brief discussion on number of officers needed.

Motion by Lutz and seconded by Kline to post for 2 police officer positions as presented.

Ayes-6                      Nays-0                      Motion carried

**Fire Hall Roof**

Swanberg stated \$70K was allocated for a replacement roof for the Fire Department in the 2024-2025 CIP. Brought before the board due the quote from Sunrise Remodelers, recommended quote, is over allocated amount by \$806.95. Elfstrom plans to use fund from his operating maintenance budget to cover overage. Sunrise is being recommended because it was the only quote to fix the leaking issue of existing roof. The roof will also be feature proofed for a steel roof in the future.

Motion by Pedrys and seconded by Maki to approve new fire hall roof with Sunrise Remodelers as presented.

Ayes-6                      Nay-0                      Motion carried

**Skatepark Update**

Swanberg stated there was a second addition added to the skatepark and thanked Hovey and Yaegar for their hard work procuring funds for this to happen. The skatepark is still under 1 acre of disturbance and did not need DNR permit. The agreement with the skatepark allowed for up to 1 year construction. Sine is uncomfortable that 2<sup>nd</sup> phase did not go before Planning Commission and wasn't in original presentation. Hovey stated in Planning Commission documents, it was presented that skate elements were subject to change. They received a grant, spoke with Administrator and were informed nothing else was needed to move forward with 2<sup>nd</sup> phase. Sine is disappointed. Discussion on future projects, license agreement wording and permittable process. Ended with members being overall happy with the skatepark and feel it's a good addition to Oakey Park.

Ron Pedrys left meeting at 8:10 pm

**New Administrator Review Process**

Kline stated currently there is no established process to evaluate the administrator's position and it is one of the primary functions of the Board. He presented two forms along with a time line, which were discussed in length.

Motion by Sine to adopt version two with no second, motion dropped.

More discussion on which form version works best, what is needed for the review process.

Motion by Lutz and seconded by Sine to adopt version ones language in version twos format.

Ayes-5                      Nays-0                      Motion carried

Lutz stated that at the October budget workshop would like to see this included afterwards at same meeting.

Motion by Maki and seconded by Kline to go into closed session proceedings at 8:30 p.m. pursuant to Wisconsin Statute §19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. This pertains to salaries and levels for police officers.

Roll Call Vote: Aye- Hovey, Maki, Lutz, Sine, Kline                      Nays-0                      Motion carried

Back in open session at 8:52 pm.

Motion by Lutz and seconded by Maki to direct staff to go into negotiations with police union to adjust wage scale of police officers as discussed in closed session.

Ayes-5                      Nays-0                      Motion carried

Motion by Lutz and seconded by Sine to direct Village Administrator to extend offer to police chief not to exceed amount discussed in closed session.

Ayes-5                      Nays-0                      Motion carried

**Future agenda items and updates**

Hovey stated Skate Park Grand Opening will be on Sunday, September 22, 2024 from noon to 1:00 pm.

Maki stated at Court Commission meeting it was recommended to review forfeiture amounts and ordinances Village has in place.

Sine asked about status of liquor store parking lot and Lutz stated to put on October's agenda.

Kline stated our general zoning rules and should be put on next Planning Commission meeting. Lutz thanked village staff for fair weekend and all work that was done, was a fantastic event.

President Lutz adjourned the meeting at 8:58 pm.

Respectfully submitted by  
Carie Krentz, Village Clerk

DRAFT

**VILLAGE OF OSCEOLA  
SPECIAL BOARD MEETING PROCEEDINGS  
September 30, 2024**

The Village of Osceola met for a Special meeting on September 30, 2024, at Village Hall. Village President Brad Lutz called the meeting to order at 6:00 pm.

Present: Brad Lutz, Van Burch, Marsha Hovey, Neil Kline, Arvid Maki, and Ron Pedrys

Absent: Mike Sine

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

Virtual: Adam Ruechel with Robert W. Baird & Co. Inc.

Motion by Maki and seconded by Kline to approve agenda.

Ayes-6      Nays-0      Motion carried

**Other Business – Discussion and possible action re:**

**Approving Police Contract Amendment**

Swanberg state agreement amendment in packet is what was approved to go up to at the last board meeting.

Motion by Hovey seconded by Kline to approve the police contract amendment as presented.

Ayes-6      Nays-0      Motion carried

**Approving Bach Contract**

Swanberg met with Bach and is presenting the contract that was agreed upon by both.

Motion by Burch and seconded by Maki to approve contract for Chief of Police for Andrew Bach as presented.

Ayes-6      Nays-0      Motion carried

**Swearing in Chief Bach**

Village President Lutz swore Andrew Bach into office for Chief of Police.

**Temporary “Picnic” Beer License – Valley Brew Fest**

Krentz stated temporary license is being requested for Valley Brew, which was the last item need for Valley Brew Fest to be held on Saturday, October 5, 2024.

Motion by Kline and seconded by Pedrys to approve Temporary Beer License as presented.

Ayes-6      Nays-0      Motion carried

**Approve TID #4**

Ruechel from Baird went through presentation for the Project Plan and District Boundary for TID #4. In August developed the project plan, September was the Joint Board of Review, then Plan Commission, they passed a resolution and tonight looking for adoption of the next resolution, Resolution #24-13. Tomorrow the Joint Review Board will meet again to finalize things. Further detail covering all sections of the plan, including Project Plan is mixed-use with 500 acres in the TID which includes some of airport. 250 acres is municipal owned. This will have an effective date of January 1, 2024.

Discussion on expenditures, projects and need for the TID.

Motion by Burch and seconded by Kline to adopt Resolution #24-13 formally establishing the boundaries of and approving the project plan for TID #4 as presented.

Ayes-6      Nays-0      Motion carried

**Budget Workshop**

Swanberg start with thanking Batchelor for working hard on budget and putting the budget books together. Stated at this time, the budget includes all that is being requested – no cuts have been made. This is to give board full

picture and have ample time to review and prepare for October's budget workshop. Currently 2025 is over by \$252,874 but same time last year we were over by approx. \$450K. Feels this is manageable and reasons for being higher than planned is due to water tower leases had to be moved to the utility fund – should never been put in General Fund, so this was corrected in 2024. As well as a place holder for land sales that is a moving number at this time. Options to consider to balance are the maintenance borrow, taking from the General Fund, and seeing where land sales come in at.

Batchelor pointed out in 2024 we updated our accounting numbers to align more with the norm for municipal accounting, this reduced and combined our numbering system. The budget will look a bit different from previous years but should be more readable and understandable. Also, adjustments have been made to put where funds are being spent in their correct areas.

Swanberg highlighted few notes: (1) Admin is staying same, with only salaries increasing, (2) Airport we added a \$10,000 admin fee for work staff does, which goes along with what we do for all other departments, (3) Library is asking for an increase from the Village, (4) Fire Department is asking for a 5% raise in wages, and (5) currently in discussion with Town of Farmington on the fire contract and will go to Admin & Finance later this week. All department head will be at the October budget workshop for questions.

Swanberg continued with Police Department has a large increase due to building the department back to full staffing with increased wages to attract veteran officers to apply. Batchelor met with Waters on Public Works (PW) budget this morning to get rough numbers, went through and adjusted funds to appropriate accounts. PW budget is very unpredictable due to weather and working to plan the most accurate budget possible with all the unknowns. Still expecting to present a storm water utility before the board, and those funds would be removed from levy. This is being considered due to current budget for improvements at \$3,000 with 10 basins needing repair and the budget barely covers for 1 to be repaired. By adding the utility it would allow us to create projects and seek borrows, if needed.

Board asked about Fee Schedule update, that will be coming within the next month. Personal property aid went from \$8,000 to \$56,000, which is due to personal property tax for business being eliminated in 2024. Discussion on some of the changes happening within the budget. Still looking for 2023 audit – expecting anytime now. This will all be discussed in length at the next budget workshop in October with all department head being present.

#### **Future agenda items and updates**

Kline asked the Board and Swanberg to fill out Administrator Performance Review Form to be discussed/performed after the October budget workshop.

President Lutz adjourned the meeting at 7:08 pm.

Respectfully submitted by

Carie Krentz, Village Clerk





# Memo

To: Village Board  
From: Carie Krentz, Village Clerk  
Cc: Devin Swanberg, Village Administrator  
Date: October 3, 2024  
Re: Regular Operator Licenses

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

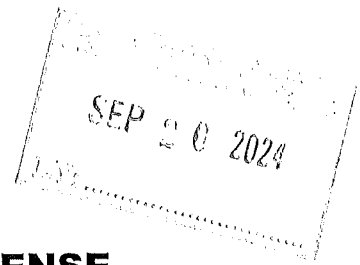
- i. Carrie Herz; and
- ii. Kade Koecher.

## **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 LICENSE

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

I certify that I am \_\_\_\_\_ years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one):

Provisional License (\$15)  New License (\$40)  Renewal of a Current License (\$40) \_\_\_\_\_

Telephone #:	
Street Address: <u>807 N CASCADE</u>	
City, State, Zip: <u>OSCEOLA WI 54020</u>	
Date of Birth:	County/State of Birth: <u>D</u>
Driver's License #: (Please provide copy)	Employer Name & Phone # or Event Working: <u>CASCADE BP 715-294-4086</u>

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

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

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

CARRIE HERZ  
Print Name  
Carrie Herz  
Signature

CARRIE REESE  
Maiden or Previous Names Used

Application Rec'd by:	<u>Carrie</u>	Date School Attended:	_____
Date Application Rec'd:	<u>9-20-24</u>	Date Village Board Approved:	_____
Police Recommendation:	<u>OK JB/sg</u>	Operator's Receipt #:	_____
Provisional License Receipt #:	<u>3264</u>	Operator License #:	_____
Provisional License #:	<u>24-16</u>		

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **24-010568**

Beat <b>NA</b>	Rpt Dist	Type <b>Background Check</b>	Seq <b>1</b>
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Crime / Incident (Primary, Secondary, Tertiary) <b>Operators License Operators License</b>	Attempt	Occurred	Date	Time	Day
	<input type="checkbox"/>	On or From	<b>09/20/2024</b>	<b>12:30</b>	<b>Fri</b>
	<input type="checkbox"/>	To	<b>09/20/2024</b>	<b>:</b>	<b>Fri</b>
	<input type="checkbox"/>	Reported	<b>09/20/2024</b>	<b>12:30</b>	<b>Fri</b>

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

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

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

<b>O</b>	Last, First, Middle (Firm if Business) <b>HERZ, CARRIE LYNN</b>	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address <b>807 N CASCADE ST</b>		DOB	DL Number			State	Work Phone <b>()</b>		
City, State, Zip Code <b>OSCEOLA WI 54020</b>		SSN	Local ID # <b>LIQUOR.LIC</b>	State #	FBI #	Cell Phone <b>()</b>			

<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 **Carrie Herz applied for an Operator's License for Cascade BP. No Wisconsin or Minnesota 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"/>	PropertyList Attached <input type="checkbox"/>	Property Damage \$
	UCR <b>9999</b>	Press Release <input type="checkbox"/>	Domestic Violence Case <input type="checkbox"/>
	Gang Related <b>N</b>	Hate Crime <input type="checkbox"/>	Victim Senior Citizen <input type="checkbox"/>
	Pursuit <input type="checkbox"/>	Force Used <input type="checkbox"/>	Child Abuse <input type="checkbox"/>
	County Code		Disposition <b>CLSD</b>
	Connecting Case #		
	Report Complete/Ready for Review <input checked="" type="checkbox"/>		CAD/CFS Event #

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

Officer ID <b>Assistant J. Giller</b>	<b>J</b>	Reviewed By	Approved	Date
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SEP 20 2024

APPLICATION FOR OPERATOR'S LICENSE

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

I certify that I am \_\_\_ years of age. I am familiar with the laws, ordinances and regulations and I hereby agree if granted said license, to obey all provisions of said laws. I am applying for (check one):

Provisional License (\$15) [X] New License (\$40) [X] Renewal of a Current License (\$40) \_\_\_

Form with fields: Telephone #, Street Address: 39805 Cherokee Ave, City, State, Zip: North Branch, MN, 55056, Date of Birth, County/State of Birth, Driver's License #, Employer Name & Phone # or Event Working: PY's

Form with fields: Operator's licenses held in last 2 years (list communities) OR: Village of Osceola expired 6-30-23 # 0521-062-23, Training course completed in last 2 years (provide documentation):

Table with 2 columns: Question (e.g., Have you previously been denied an operator's permit?) and Answer (YES or NO, with NO circled).

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

Kade Koecher
Print Name
Signature

Maiden or Previous Names Used

Form with fields: Application Rec'd by: Cole, Date Application Rec'd: 9-20-24, Police Recommendation: OK AJB/jg, Provisional License Receipt #: 24-15, Date School Attended: n/a, Date Village Board Approved: , Operator's Receipt #: , Operator License #:

# OSCEOLA POLICE DEPARTMENT

## 310 CHIEFTAIN STREET

PO BOX 217  
OSCEOLA WI 54020

Incident # **24-010570**

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
	<input type="checkbox"/>	On or From	<b>09/20/2024</b>	<b>16:00</b>
	<input type="checkbox"/>	To	<b>09/20/2024</b>	<b>:</b>
		Reported	<b>09/20/2024</b>	<b>16:00</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>KOECHER, KADE MICHAEL</b>	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address <b>39802 CHEROKEE AV</b>		DOB	DL Number			State	Work Phone <b>0</b>		
City, State, Zip Code <b>NORTH BRANCH MN 55056</b>		SSN	Local ID #	State #	FBI #	Cell Phone <b>0</b>			

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

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

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

Synopsis **Kade Koecher applied for an Operator's License for PY's Bar. No Wisconsin or Minnesota 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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# Memo

To: Village Board  
From: Carie Krentz, Village Clerk  
Cc: Devin Swanberg, Admin  
Date: October 3, 2024  
Re: **Special Events Permits**

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## GENERAL INFORMATION

### Applicant

1. Light-Up Osceola

### Action(s) Requested

**Action 1:** Applicant is requesting approval of their Special Event Permit.

## ANALYSIS

### 1. Light-Up Osceola:

**Agent:** Brett Harvey, Organizer  
**Event Date:** Saturday, December 7, 2024 from 9:00 am to 10:00 pm  
**Location:** Mill Pond Park

**Recommendation(s):** Village departments have reviewed the application and recommend approval with conditions.

**Condition(s):**

1. Public Works will provide the services requested with the exception that banner will not be hung until after October 21<sup>st</sup>.
2. Public Works is also recommending permit holder provide additional toilets because Mill Pond restrooms can only support up to 80 people NOT 700 as permit states.
3. All other requirements as stipulated in local Village Code or language in the Special Event Permit Application.

**Note: All conditions are stated within the permit language or already discussed with event leadership.**

## RECOMMENDATION

The application has been reviewed by Village Department heads with conditions listed above; the recommendation is to approve application with the agreement from applicant to provide additional toilets.

SEP 17 2024

## SPECIAL EVENT PERMIT APPLICATION

1. **EVENT TITLE:** Light-Up Osceola

2. **EVENT DATE:** 12/07/2024

3. **EVENT DESCRIPTION**

Community Gathering (Santa, hayride, petting zoo, fire pits with smores, tree lighting)

4. **APPLICANT**

Applicant's Name Brett C. Harvey Title Organizer

Address 201 N Cascade Street #708

Phone 612 710 6534 Evening/cell phone \_\_\_\_\_

Affiliation Light-Up Osceola Committee

Are you an authorized applicant for this organization? Yes  No \_\_\_\_\_

Will this person be present at the event area or areas and in charge of the event at all times? Yes  No \_\_\_\_\_

5. **EVENT PRINCIPALS**

If applicable, submit a list of principals involved in the proposed special event, including professional organizers, promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced or advertised, etc. Attach additional pages if necessary.

Name Brett C. Harvey

Organization/Business/Agency/Affiliation Light-Up Osceola

Name \_\_\_\_\_

Organization/Business/Agency/Affiliation \_\_\_\_\_

Will this person(s) have authority to cancel or greatly modify event plans?

Yes  No \_\_\_\_\_

**6. EVENT COMPONENTS**

- A. Date requested 12/07/24
- B. Requested hours of operation, from 9:00AM AM / PM to 10PM AM / PM
- C. Set up - beginning date and time 12/6/24 after 5pm and 12/7/24 9am  
 Dismantle by - date and time 12/8/24
- D. Anticipated number of participants 700 spectators
- E. If there is a fee or donation required as a condition of attendance or participation of this event, please describe the amounts to be collected from various categories of participants or spectators: free for kids; nominal fee for adult food
- F. Rain date, if applicable None

**7. ENTERTAINMENT**

Describe entertainment plans; if there will be music, sound amplification or any other noise impact, please describe, including the intended hours

DJ, Santa, Ms. Claus, Animals

Lights in trees - Additionally - requesting authorization to put the lights in the trees around mill pond park as soon Todd gives the OK.

The applicant hereby acknowledges that it is their responsibility to comply with all applicable copyright laws and obtain all necessary licenses for any music played for this event. Further, the applicant agrees to hold the Village of Osceola harmless and indemnify the Village for any action against the Village arising from failure to comply with all applicable copyright laws. Yes  No

**8. FOOD AND BEVERAGES**

- A. Will alcoholic beverages be served? Yes  No  (Please note that a separate license is required for sale or serving of alcoholic beverages)

Describe how, where, when and by whom the alcoholic beverages will be served

\_\_\_\_\_  
\_\_\_\_\_

Describe what method will be used to ensure that alcoholic beverages will be consumed only by persons 21 years of age and older

\_\_\_\_\_  
\_\_\_\_\_

If yes, describe what method will be used to ensure that alcoholic beverages will be restricted to the designated area.

\_\_\_\_\_  
\_\_\_\_\_



B. Will food and/or non-alcoholic beverages be served? Yes X No \_\_\_\_\_

If yes, describe sanitation measures, food handling procedures and the nature of the food such as pre-packaged foods, hot dogs, pre-mixed soda, raw meats, fish, vegetables, unpeeled fruit, or peeled and cut fruit

Hot Dogs, Brats, Chips, Cookies, Hot Chocolate

Describe any plans you have for cooking food in the event area including fuel or electrical source to be used

Propane, Electrical

C. Have you obtained the necessary permit from the Polk County Health Department  
Yes X No \_\_\_\_\_

**9. VENDORS OR CONCESSIONAIRES**

A. Describe what vendors or concessionaires you will allow in conjunction with the event, and the purpose of these concessions

none

B. Describe how you intend to regulate, monitor, and control the type, number, and quality of vendors/concessionaires whom you may permit to operate in conjunction with the event

**10. SECURITY AND SAFETY PROCEDURES**

A. Describe your proposed procedures for set-up, operation, internal security, and crowd control

Volunteers, Barriers in Street, Cones in Street

- B. If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event

Additional lighting will be added in a couple of locations

- C. Describe plans to provide first aid, if needed

Boy scouts certified in first aid will be present. EMS will be notified if needed.

- D. Describe the involvement of any vehicles or animals in the event

Petting Zoo, Tractor pulling Wagon, Food Trailors

**11. SANITATION PLAN**

- A. Describe your plan for clean up and material preservation. Include number, type, and location of trash and recycling containers to be provided for the event. Indicate who will be responsible for clean-up activities during and after the event

Need additional trash cans (10?), volunteers clean up that day and next day.

- B. Describe the number, type, and location of portable and/or permanent toilets to be provided for the event and the maintenance throughout the event

City bathrooms and Millpond Park

**12. VILLAGE FACILITIES, SERVICES AND EQUIPMENT**

A. Describe location, timing, and requirements for any proposed street closure.

Barricades to close off from streets by library and corner of 1st Street and 35  
additionally - 12 cones

B. Describe number and location for all signs to be placed on Village property or road right-of-way. *Note that all signs may be erected 72 hours before an event and must be removed within 48 hours of the event*

Banners on Gazebos

Requesting Banner for Doe on the Go/Shop Small/Light-up Osceola be hung at the time  
the Brew Fest banner comes down (or by 10/16) and stay up through December 5th.  
All 3 events are on one banner.

C. Describe Village services and/or equipment requested for this event. This includes, but is not limited to, barricades, cones, signs, tables, and other equipment.

6 additional picnic tables, public restrooms open with additional stocking/maintenance  
Saturday morning of the event. Additional power panel hookup available by Friday,  
December 6th, 2023

**13. LOCATION MAP**

Please attach a map or plans for your event land design. At minimum, the following items should be included. Please place a check mark (✓) by those included.

- A. If a route is involved, the beginning and finish area with arrows, and the places where buses, autos, or other motorized vehicles need to be considered
- B. Size and location of any tents or structures
- C. Entertainment or stage locations
- D. Alcoholic beverage concession area
- E. Non-alcoholic concession area
- F. Food concession area (cooking, serving, and consumption areas)
- G. General merchandise or concession areas
- H. Portable toilet facilities (indicate number) \_\_\_\_\_
- I. First aid facilities
- J. Event participant and/or spectator parking areas
- K. Event organizer's command post
- L. Fireworks or pyrotechnics site
- M. Fencing or others for securing event area
- N. Site of electrical wiring to be installed for the event
- O. Trash receptacles (indicate number) 10

**14. INSURANCE**

You must provide proof of insurance coverage for your. Attach to this application either an insurance policy or a certificate of insurance including the policy number, amount, and the

provision that the Village of Osceola is included as an additional insured. All sponsors of events at which alcoholic beverages are served must supply the Village with a Certificate of Insurance with coverage not less than \$1,000,000 combined single limit per event and naming the Village as an additionally insured party. The applicant shall hold the Village, its employees and agents, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the Village for any damage or injury to person or property caused by or resulting from the activities for which the permit is granted. The applicant shall also be required to notify the Village in the event there is a modification or termination of any of the terms of the insurance coverage. Such notification shall be provided not less than two weeks prior to the effective date of the modification or termination.

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

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



*Signature of Applicant*

9/17/24

*Date*

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

<u>NAME</u>	<u>ORGANIZATION</u>	<u>EMERGENCY CONTACT NUMBER</u>
Brett C. Harvey	Light-Up Osceola	612 710 6534
Steve Stroshane	Polk Burnett	715-277-9455

FOR OFFICE USE ONLY

  
Police Chief

09/23/24  
Date

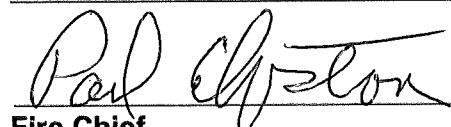
Approved:  Yes  No

# Of Police hours (Approximate): \_\_\_\_\_

Total Labor cost: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

  
Fire Chief

9/24/24  
Date

Approved:  Yes  No

# Of Fire hours (Approximate): \_\_\_\_\_

Total Labor cost: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

  
Public Works Director

9/19/2024  
Date

Approved:  Yes  No

# Of Public Works hours (Approximate): 5

Total Labor cost: \$ 280.00

Comments: Public Works will provide as requested with exception: Banner  
will not be hung until after October 21<sup>st</sup>. Recommend additional toilets

supplied by permit holder. Mill Pond restroom can only support up to  
50 people, not 700 as stated in permit.

  
Village Administrator

9/20/24  
Date

Approved:  Yes  No

Grand Total Labor cost: \_\_\_\_\_

Comments: See Public works

\_\_\_\_\_

\_\_\_\_\_

Village Board action: Approved: Yes No Date: \_\_\_\_\_

**FINAL APPROVAL AND SIGN OFF**

---

*Signature*

*Title*

*Date*

---

**OFFICE USE ONLY**

**Check or use N/A (not applicable) where appropriate**

- \_\_\_\_\_ 1. Final check has been made of application requirements
- \_\_\_\_\_ 2. Event is approved by Village Board
- \_\_\_\_\_ 3. All required permits are issued and on file
- \_\_\_\_\_ 4. Refundable clean up fee has been paid, if applicable
- \_\_\_\_\_ 5. Insurance Certificate and Hold Harmless Agreement is on file
- \_\_\_\_\_ 6. Application is complete
- \_\_\_\_\_ 7. Special conditions are attached

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**Power to Act, Modify, or Revoke.** The Village Administrator, or designees, shall have all powers and authority necessary to enforce the terms and conditions of any Special Event Permit, which may be issued. The Village, through its Village Administrator, may modify or revoke a permit whenever the applicant fails to comply with any provisions of the permit or when it is determined to be in the best interest of the Village. The Village reserves the right to shut down a special event that is in progress if it is deemed a public safety hazard and /or there is a violation of Village ordinances or policy, State Statutes, or the terms of the Applicant's permit

**Permit is hereby revoked.**

---

*Signature*

*Title*

*Date*

*Time*

Reason(s) for revocation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VILLAGE OF OSCEOLA ADMINISTRATION & FINANCE COMMITTEE PROCEEDINGS**  
**September 5, 2024**

The Village of Osceola Administration & Finance Committee met on September 5, 2024, at Village Hall. Member Lutz called the meeting to order at 4:32 pm.

Present: Brad Lutz and Ron Pedrys

Absent: Van Burch

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

Motion by Lutz and seconded by Pedrys to approve the agenda.

Ayes-2                      Nays-0                      Motion carried

Motion by Pedrys and seconded by Lutz to approve the minutes dated August 8, 2024.

Ayes-2                      Nays-0                      Motion carried

**Discussion and Possible Action re:**

**Remove Interim title from Chief of Police**

Swanberg does not see the combination with St. Croix Falls moving forward and is requesting to remove interim from the Police Chiefs title and have Andrew Bach be Chief of Police. He feels Bach has come into the position for need but has taken on all the responsibilities and is more than capable of continuing in this role. Short discussion was had by committee and agreed with Bach's performance.

Motion by Lutz and seconded by Pedrys to remove interim title and enter into negotiations for wages.

Ayes-2                      Nays-0                      Motion carried

**Post for 2 Police Officer positions**

Swanberg stated due to hiring freeze when entering into the combination negotiation that has fallen through he is looking to begin posting for the 2 police officer positions the department needs.

Motion by Pedrys and seconded by Lutz to post for 2 police officer positions.

Ayes-2                      Nays-0                      Motion carried

**Fire Department Roof**

Swanberg referred to 3 quotes in packet. The only quote that addressed the leak in the roof was from Sunrise Remodelers that came in at \$70,807. Elfstrom has agree to provide the \$807 portion that is over the CIP approved amount from the Departments building maintenance budget. Looking for approval of Sunrise Remodelers quote at \$70,807.

Motion by Pedrys and seconded by Lutz to recommend to the Board for approval of Fire Department new roof with Sunrise Remodelers as presented.

Ayes-2                      Nays-0                      Motion carried

**Budget update**

Nothing discussed.

Motion by Lutz and seconded by Pedrys to go into closed session proceedings pursuant to Wisconsin Statute §19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. This pertains to salaries and levels for police officers.

Roll Call Vote: Ayes- Lutz and Pedrys                      Nays-0                      Motion carried

Motion by Lutz and seconded by Pedrys to recommend to the board to offer wage discussed in closed session.

Ayes-2                      Nays-0                      Motion carried

Motion by Pedrys and seconded by Lutz to move forward with purchase and development agreement with CE Wurzer on parcel #165-00582-0300 as discussed in closed session.

Ayes-2

Nays-0

Motion carried

**Future Agenda items and Updates**

Pedrys – skatepark questions – would like added to Board agenda.

Chair Burch adjourned the meeting at 5:03 pm.

Respectfully Submitted by

Carie Krentz, Village Clerk



# Osceola Airport Commission Meeting

**Date:** September 16, 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 August 19, 2024
4. Invoices for payment
5. Airport Financials
  - a) Receipt Register – n/a
  - 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) Northeast Airport out-building
  - d) Glider Association Lease Agreement
  - e) Proposed Airport Administrative Fee
  - f) SRE Equipment General discussion
  - g) Petition Package
  - h) Liability Release
  - i) Wheels and Wings – recap
  - j) Budget
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.

**VILLAGE OF OSCEOLA  
COURT COMMISSION PROCEEDINGS  
January 8, 2024**

Present: Bruce Gilliland, Van Burch and Marsha Hove

Absent: None

Others Present: Kristopher Krentz, Grace Bjorkland, Jeff Gutzmer, Andrew Bach and Jennifer Roytek

1. **Call the meeting to order** - Gilliland called the Osceola Municipal Court Commission to order at 4:01 PM.
2. **Approval of the Agenda** - Motion by Burch and seconded by Hove to approve the agenda (Vote: Yes – 3, No – 0. Motion Carried)
3. **Approval of the April 5, 2023** – Motion by Burch and seconded by Hove to approve the minutes of the April 5, 2023, meeting. (Vote: Yes – 3, No – 0. Motion Carried)
4. **Review 2023 Court Operating Summary** – Roytek reviewed the Court Operating Summary for 2023 which calculated the Village of Dressers 2023 support of the court to be \$1527.58.
5. **Dresser Bill for 2023** – Motion by Burch and seconded by Hove to approve the 2023 billing in the amount of \$1527.58 to the Village of Dresser. (Vote: Yes – 3, No – 0. Motion Carried)
6. **Future Agenda Items and Updates** – Bjorkland requested that at a future meeting the committee look over and possibly update the Court Operating Agreement between the Village of Osceola and the Village of Dresser. The committee would also like to discuss scheduling more regular meetings.
7. **Adjourn** - There being no further items Gilliland adjourned the meeting at 4:22 PM

Respectfully submitted.

Jennifer L. Roytek, Municipal Court Clerk

VILLAGE OF OSCEOLA  
HISTORIC PRESERVATION COMMISSION PROCEEDINGS  
July 24, 2024

The Historic Preservation Commission of the Village of Osceola met in person on July 24, 2024. Chair Burch called the meeting to order at 4:00 p.m.

Present: Dan Lorenz, Perry Rice, Van Burch, Allana Clymer and Jerry Viebrock  
Staff Present: Devin Swanberg and Carie Krentz

**Approval of Agenda**

Motion by Rice and second by Lorenz to approve agenda.

(Vote: Yes–5, No–0, Motion Carried)

**Approval of Minutes**

Motion by Lorenz and second by Rice to approve June 26, 2024 meeting minutes.

(Vote: Yes–5, No–0, Motion Carried)

**General Business**

**Review and Discuss Chapter 2 of WI Historic Preservation Commission Training**

Discussion on Chapter 2 with key takeaways – chapter helps give an understanding why Historic Preservation Commissions were created and needed; Village of Osceola is currently NOT a Certified Local Government, which is needed for certain grant funding; these chapters are a good resource for guidance and questions; members all felt each request to this commission is different and to address each as they come; and to look at our current ordinances and compare with other municipalities and update to use best practices overall.

**Discuss and Review potential mural/exterior wall ordinances**

Members reviewed other municipalities ordinances on Murals vs. Public Art. The ordinances address responsibilities, items that stand the test of time, who is responsible for maintenance and upkeep, have a provision for exiting artwork, the group is going to go over samples more in depth and come back with what would work for Osceola. Two items that group felt are required in determination would be the ordinance would be for the Historic District and would be a Public Art Ordinance.

**Future agenda items and updates**

Lorenz was wondering about the fence for old red bird area – it was stated that it was a safety issue not something to come before this commission.

Read Chapter 3 before next meeting.

Chair Burch adjourned the meeting at 4:57 p.m.

Respectfully submitted by  
Carie A. Krentz, Village Clerk



**Library Board of Trustees**  
**Minutes of Regular Meeting August 8th, 2024**

**Trustees Present:** Taylor Baert, Gail Hanson, Ron Johnson, Michele Merritt, Maureen Rogers, Deb Rose, Arvid Maki

**Trustees Absent:** None

**Also present:** Director Anne Miller

President Michele Merritt called the meeting to order at 5:30.

Motion to approve the agenda by Deb, seconded by Maureen. Carried unanimously.

Motion to approve the **Minutes for the July regular meeting** by Gail. Seconded by Deb. Carried unanimously.

**Citizens' Comments** – None. No representative from the Friends of the Library was present.

**Director's Report** – Anne attended the MORE Directors' Council meeting where the 2025 MORE budget was approved. Osceola will see a 6.1% increase to our portion of the budget compared to 2024. The percentage is based on the 3-year average of items in the library and the number of circulations. Summer Learning Program events continued. A young adult program for kids aged 12-18 was also hosted. The book bike traveled to a number of sites.

**Monthly Financials** – Motion to approve the financial report by Arvid, seconded by Maureen. Carried unanimously.

**Audit and Approve Bills** – Motion to pay the bills by Deb, seconded by Arvid. Carried unanimously.

**Gifts and Naming Rights Policy** – Michele talked to Diane Moser of the Millpond Learning Foundation and found that they did not specify any time frame on the naming rights that they granted. Anne rewrote the naming rights policy she presented at the last meeting after looking at a few more examples of similar policies. She asked Katelyn Noack of IFLS to review it. She did not suggest any changes. The library board suggested just one minor change – to move the fifth paragraph under Policy Guidelines to be the third paragraph. Deb made a motion, seconded by Ron, to approve the Naming Rights policy with the suggested change. Motion carried. The policy will be reviewed again in three years. The separate Gifts policy was approved at the last board meeting.

**Library Computer CIP** – Anne presented a Five-year Library Computer Capital Improvement Plan. The computers are nearly six years old. The plan is to replace them on a staggered schedule so that they don't need to be replaced all at once. The cost would be around \$5,000 per



**Library Board of Trustees**  
**Minutes of Regular Meeting August 8th, 2024**

year. For the first year, \$1,000 would come from the Business Equipment Budget line and the remainder from our Royal Credit Union account. IFLS will help with the recycling of the old computers. Motion by Arvid, seconded by Deb, to approve the computer purchases outlined for Year 1 and have Anne rework the replacement plan for Years 2 – 5 to even them out, to be reviewed at a later time. Motion carried.

**Blinds for Library Windows** – Anne presented quotes from Budget Blinds for window blinds in different areas of the library. The blinds will be like those in the Village offices and the downstairs meeting rooms. They are especially needed in the children’s area because the sun is damaging books on the shelves facing the windows. The total for blinds for all windows, after discount, is \$19,481.81, which includes installation. It is anticipated that an upcoming gift from the Judy Leisch estate will cover most of the cost, but the Friends of the Library are willing to help also.

Anne shared information on Library Trustee Training Week which will be held from August 19 to August 23, one session per day at noon. The webinars can be attended by each board member on their own at the scheduled times, or past webinars can be viewed at any time. Anne will reserve a room in the library for the first session on August 19: “Everything You Want to Know About Book Challenges.”

**Next Meeting** – Thursday, September at 5:00 pm. (Note: Not our usual time of 5:30 pm.)

President Merritt declared the meeting adjourned at 6:32 pm.

Respectfully submitted by  
Ron Johnson, Library Board Secretary

# VILLAGE OF OSCEOLA ROOM TAX COMMISSION PROCEEDINGS

## June 11, 2024

The Village of Osceola Room Tax Commission met on June 11, 2024 at Village Hall. Chair Williams called the meeting to order at 8:30 a.m.

Present: Andrew Carlson, Josiah Williams and Mike Malik

Absent: Roxanne Patterson & Jessica Robinson

Others present: Carie Krentz and Kyle Weaver

Motion by Carlson and seconded by Malik to approve the agenda.

Ayes-3                      Nays-0      Motion carried

Motion by Carlson and seconded by Malik to approve the minutes of the March 20, 2024 meeting.

Ayes-3                      Nays-0      Motion carried

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

#### **Requests for room tax grant funding from Osceola Wheels & Wings Organization for funding of (1) offset portion of Air Show costs; and (2) assistance with continuing to expand their media reach**

Weaver reviewed grant requests in the past, first one being for website, second to assist with housing for Air Show performers which went well. This year adding the services of Social Cardinal (Connor Grant, Osceola alum and has a marketing degree from UW-River Falls) to help with social media and overhaul their website. Committee asked what expenses are related to Air Show and most of the costs are related to that. Weaver went through the costs associated with performers stay while here for show.

Committee discussed and determined expenses to consider for application were Hotels, Rental cars and Marketing should be considered for total budget which is a total of \$8,100. Suggested to plan ahead to have pilots to stay in town, organization would like to do that but hasn't been able to find any place with availability. Committee when through the checklist on qualify for grant funds and scored 21 points, which qualified for approval.

Motion by Carlson and seconded by Malik to approve the requested room tax grant funding from Osceola Wheels & Wings Organization for \$4,000 as presented.

Ayes-3                      Nays-0      Motion carried

### **Future agenda items and updates**

n/a

Commission Chair Carlson adjourned the meeting at 8:57 a.m.

Respectively submitted by,

Carie Krentz  
Village Clerk

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 9/07/2024 From Account:  
Thru: 10/03/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
MTA	9/11/2024	MTA-MY TAX ACCOUNT	2,040.40
MTA	9/25/2024	MTA-MY TAX ACCOUNT	1,906.18
67106	9/11/2024	AMAZON CAPITAL SERVICES	45.97
67107	9/11/2024	ANDREW BACH	102.88
67108	9/11/2024	AT&T MOBILITY	2,138.42
67109	9/11/2024	BAKKE NORMAN. S.C.	148.00
67110	9/11/2024	BRIGHTSPEED	834.21
67111	9/11/2024	CARIE KRENTZ	424.38
67112	9/11/2024	CINTAS	327.98
67113	9/11/2024	CULLIGAN OF RICE LAKE	64.50
67114	9/11/2024	DIGGERS HOTLINE	52.20
67115	9/11/2024	DSC COMMUNICIATONS	30.00
67116	9/11/2024	EMC INSURANCE COMPANIES	12,166.26
67117	9/11/2024	ERIC JORGENSON	480.00
67118	9/11/2024	EVERGREENTEL	323.40
67119	9/11/2024	J & S GENERAL CONTRACTING	10,400.00
67120	9/11/2024	JENNIFER GILLER	80.12
67121	9/11/2024	JENNIFER L. ROYTEK	30.00
67122	9/11/2024	JOSH TYLER	480.00
67123	9/11/2024	KA COMMERCIAL TRUCKS LLC	50,199.00
67124	9/11/2024	LAKEFRONT LAWN & DOCK SERVICES	3,075.00
67125	9/11/2024	MICAH LEBRUN	480.00
67126	9/11/2024	MIDWESTONE	10,882.28
67127	9/11/2024	MINNESOTA PETROLEUM SERVICE	457.50
67128	9/11/2024	MOTOROLA SOLUTIONS	5,394.44
67129	9/11/2024	NATIONWIDE TRUST COMPANY, FSB	50.00
67130	9/11/2024	NEO ELECTRICAL SOLUTIONS, LLC	963.35
67131	9/11/2024	RICK BUCKLEW	480.00
67132	9/11/2024	SECURIAN FINANCIAL GROUP, INC.	356.39
67133	9/11/2024	STANTEC CONSULTING SERVICES INC	8,317.84
67134	9/11/2024	TANNER REBHAN	50.00
67135	9/11/2024	THE OSCEOLA SUN	876.38
67136	9/11/2024	WI SCTF	54.59

## GENERAL FUND CHECKING

## ALL Checks

Posted From: 9/07/2024 From Account:  
Thru: 10/03/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
67137	9/11/2024	XCEL ENERGY	14,494.83
67138	9/19/2024	AMAZON CAPITAL SERVICES	1,356.19
67139	9/19/2024	ANDERSON TECHNOLOGIES	200.00
67140	9/19/2024	BAKER & TAYLOR	1,309.27
67141	9/19/2024	BEN MELIN	286.38
67142	9/19/2024	BROOKFIELD PUBLIC LIBRARY	20.00
67143	9/19/2024	BUDGET BLINDS OF FOREST LAKE & NR	3,181.81
67144	9/19/2024	DICK'S FRESH MARKET	178.21
67145	9/19/2024	GUARDIAN PEST SOLUTIONS, INC.	126.50
67146	9/19/2024	HAMMOND COMMUNITY LIBRARY	25.95
67147	9/19/2024	HUDSON AREA PUBLIC LIBRARY	5.00
67148	9/19/2024	IFLS LIBRARY SYSTEM	1,013.36
67149	9/19/2024	INDIANHEAD GLASS INC	400.76
67150	9/19/2024	INTER-COUNTY LEADER	105.00
67151	9/19/2024	JENNIFER ROYTEK	389.44
67152	9/19/2024	LUDVIGSON LAW OFFICE	960.00
67153	9/19/2024	MICHELLE JACOBS	37.10
67154	9/19/2024	MIDWEST MACHINERY	16,895.00
67155	9/19/2024	MIDWEST ONE - VISA	915.14
67156	9/19/2024	MINNESOTA PETROLEUM SERVICE	756.00
67157	9/19/2024	MSA PROFESSIONAL SERVICES	4,912.30
67158	9/19/2024	OSCEOLA AREA CHAMBER OF COMMERCE	5,683.92
67159	9/19/2024	PDI TECHNOLOGIES	61.74
67160	9/19/2024	RODLI, BESKAR, NEUHAUS, MURRAY, & PLETCHER	400.00
67161	9/19/2024	ST CROIX FALLS	3,493.45
67162	9/19/2024	ST CROIX FALLS PUBLIC LIBRARY	85.90
67163	9/19/2024	STERICYCLE, INC.	166.50
67164	9/19/2024	TEAMSTERS LOCAL 662	629.00
67165	9/19/2024	UNUM LIFE INSURANCE COMPANY OF AMERICA	344.97
67166	9/19/2024	VERIZON	235.76
67167	9/19/2024	XCEL ENERGY	1,135.39
67168	9/25/2024	CARIE KRENTZ	26.80
67169	9/25/2024	DELTA DENTAL PLAN OF WISCONSIN	503.12



## GENERAL FUND CHECKING

## ALL Checks

Posted From: 9/07/2024 From Account:  
Thru: 10/03/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
67170	9/25/2024	EO JOHNSON COMPANY INC	627.04
67171	9/25/2024	EVERGREENTEL	161.96
67172	9/25/2024	JENNIFER L. ROYTEK	30.00
67173	9/25/2024	PRO-GREEN CLEANING & JANITORIAL	1,950.00
67174	9/25/2024	RYAN KENNY	120.60
67175	9/25/2024	TANNER REBHAN	50.00
67176	9/25/2024	WI SCTF	54.59
67177	10/02/2024	ABT MAILCOM	1,610.78
67178	10/02/2024	AFLAC	247.36
67179	10/02/2024	AMAZON CAPITAL SERVICES	205.27
67180	10/02/2024	BAKKE NORMAN. S.C.	536.50
67181	10/02/2024	BILL'S ACE HARDWARE	25.69
67182	10/02/2024	CAPITAL ONE TRADE CREDIT	302.08
67183	10/02/2024	CLIFTON LARSON ALLEN LLP	5,985.00
67184	10/02/2024	COMPENSATION CONSULTANTS, LTD	25.00
67185	10/02/2024	CORE & MAIN LP	585.30
67186	10/02/2024	DAREL HALL	41.08
67187	10/02/2024	EVERGREENTEL	107.80
67188	10/02/2024	FAHRNER ASPHALT SEALERS, LLC	17,888.00
67189	10/02/2024	FROST, INC.	17.90
67190	10/02/2024	HD SUPPLY	392.65
67191	10/02/2024	LAKE COUNTRY DOOR	65.58
67192	10/02/2024	LAKEFRONT LAWN & DOCK SERVICES	3,075.00
67193	10/02/2024	LAKELAND COMMUNICATIONS	760.86
67194	10/02/2024	LEVEL CONCRETE LIFTING	1,211.14
67195	10/02/2024	NORTH 40 RESOURCES	675.24
67196	10/02/2024	ODP BUSINESS SOLUTIONS	57.10
67197	10/02/2024	PETTY CASH	181.03
67198	10/02/2024	PETTY CASH-LIBRARY	143.07
67199	10/02/2024	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	186.54
67200	10/02/2024	RATWIK, ROSZAK & MALONEY, P.A.	5,089.00
67201	10/02/2024	SHORT ELLIOTT HENDRICKSON	4,400.00
67202	10/02/2024	SKOGLUND OIL COMPANY, INC.	1,492.75

GENERAL FUND CHECKING

ALL Checks

Posted From: 9/07/2024 From Account:  
Thru: 10/03/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
67203	10/02/2024	ST CROIX FALLS	1,282.00
67204	10/02/2024	SUMMIT FIRE PROTECTION	1,703.00
67205	10/02/2024	SUNRISE REMODELERS	35,000.00
67206	10/02/2024	TOWN OF FARMINGTON	790.00
67207	10/02/2024	TRI STATE BOBCAT	16,000.00
67208	10/02/2024	UNITED RENTALS	676.57
67209	10/02/2024	WI PROFESSIONAL POLICE ASSOCIATION	133.50
EFTPS	9/11/2024	EFTPS	11,562.88
EFTPS	9/25/2024	EFTPS	10,748.77
WRS-EFT	9/23/2024	WRS-EFT	13,688.15
COL LIFE	9/26/2024	COLONIAL LIFE	92.28
V9112401	9/11/2024	BACH, ANDREW	2,441.99
V9112402	9/11/2024	BACHELOR, TANYA	1,582.64
V9112403	9/11/2024	CARUSO, RICHARD T.	1,911.83
V9112404	9/11/2024	CHAPMAN, HUNTER	375.46
V9112405	9/11/2024	FELDTMOSE, MARIE K.	778.21
V9112406	9/11/2024	GILLER, JENNIFER	1,357.42
V9112407	9/11/2024	HOVERMAN, RICHARD D.	480.77
V9112408	9/11/2024	JACOBS, MICHELLE	581.46
V9112409	9/11/2024	KENNY, RYAN	2,068.04
V9112410	9/11/2024	KRENTZ, CARIE	1,635.52
V9112411	9/11/2024	KRENTZ, DEVON	342.16
V9112412	9/11/2024	LEHMAN, JENNIFER T.	345.92
V9112413	9/11/2024	MALLIN, MICHAEL	2,134.19
V9112414	9/11/2024	MILLER, ANNE	1,571.20
V9112415	9/11/2024	MORGEL, JOSHUA J.	382.27
V9112416	9/11/2024	PARO, CORA	429.95
V9112417	9/11/2024	REBHAN, TANNER	1,771.95
V9112418	9/11/2024	ROYTEK, JENNIFER L.	1,358.98
V9112419	9/11/2024	SCHILL, JUSTIN	1,965.12
V9112420	9/11/2024	SWANBERG, DEVIN	2,864.05
V9112421	9/11/2024	TRACY, DAWN	630.40
V9112422	9/11/2024	TRACY, RALPH E.	1,688.17

GENERAL FUND CHECKING

ALL Checks

Posted From: 9/07/2024 From Account:  
Thru: 10/03/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V9112423	9/11/2024	TREMBLAY, MATTHEW	2,731.47
V9112424	9/11/2024	WATERS, TODD	1,799.91
V9252401	9/25/2024	BACH, ANDREW	2,179.32
V9252402	9/25/2024	BATCHELOR, TANYA	1,681.88
V9252403	9/25/2024	CARUSO, RICHARD T.	1,990.83
V9252404	9/25/2024	CHAPMAN, HUNTER	368.81
V9252405	9/25/2024	FELDTMOSE, MARIE K.	571.17
V9252406	9/25/2024	GILLER, JENNIFER	1,415.42
V9252407	9/25/2024	HOVERMAN, RICHARD D.	468.95
V9252408	9/25/2024	JACOBS, MICHELLE	909.52
V9252409	9/25/2024	KENNY, RYAN	2,033.30
V9252410	9/25/2024	KRENTZ, CARIE	1,700.52
V9252411	9/25/2024	KRENTZ, KRISTOPHER	616.00
V9252412	9/25/2024	LEHMAN, JENNIFER T.	249.34
V9252413	9/25/2024	MALLIN, MICHAEL	1,727.36
V9252414	9/25/2024	MILLER, ANNE	1,275.24
V9252415	9/25/2024	PARO, CORA	619.80
V9252416	9/25/2024	REBHAN, TANNER	1,949.15
V9252417	9/25/2024	ROYTEK, JENNIFER L.	1,358.99
V9252418	9/25/2024	SCHILL, JUSTIN	1,747.71
V9252419	9/25/2024	SWANBERG, DEVIN	2,864.05
V9252420	9/25/2024	TRACY, DAWN	867.46
V9252421	9/25/2024	TRACY, RALPH E.	1,991.64
V9252422	9/25/2024	TREMBLAY, MATTHEW	1,901.53
V9252423	9/25/2024	WATERS, TODD	1,976.55
GREAT WEST	9/11/2024	GREAT WEST	660.23
GREAT WEST	9/25/2024	GREAT WEST	675.00
STMT090624	9/13/2024	BP	72.58
CENTRALSTATE	9/27/2024	CENTRAL STATES H&W FUND	19,292.00
HEALTH PTNRS	9/11/2024	HEALTH PARTNERS INSURANCE	1,947.21
Grand Total			402,366.16

GENERAL FUND CHECKING

ALL Checks

Posted From: 9/07/2024 From Account:  
Thru: 10/03/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	156,702.22
Total Expenditure from Fund # 240 - LIBRARY FUND	25,162.34
Total Expenditure from Fund # 250 - AIRPORT	3,164.08
Total Expenditure from Fund # 265 - BUSINESS IMPROVEMENT DISTRICT	5,683.92
Total Expenditure from Fund # 275 - OSCEOLA MUNICIPAL COURT	2,872.84
Total Expenditure from Fund # 300 - DEBT SERVICE FUND	10,882.28
Total Expenditure from Fund # 400 - GENERAL CAPITAL FUND	158,200.74
Total Expenditure from Fund # 610 - WATER UTILITY	17,568.13
Total Expenditure from Fund # 620 - SEWER UTILITY	22,129.61
Total Expenditure from all Funds	402,366.16

**Village of Osceola - Monthly Budget Report**  
**Year to Date for Month Ending**  
**9/30/2024**

Account Number	Village of Osceola	2024 Actuals @ 9/30/2024	2024 Budget	Variance (Over)/Under Budget	Percentage
<b>Revenue</b>					
100-00-41110-000-000	Levy for General Fund	0	668,763	(668,763)	0%
100-00-41140-000-000	Mobile Home Taxes	16,934	20,000	(3,066)	85%
100-00-41310-000-000	Taxes from Utility	0	103,070	(103,070)	0%
100-00-41320-000-000	Payment in Lieu of Taxes	8,087	4,721	3,366	171%
100-00-41810-000-000	Interest / Penalty on Taxes	0	100	(100)	0%
100-00-41900-000-000	Other Taxes	0	1,500	(1,500)	0%
	<b>Total Taxes</b>	<b>25,022</b>	<b>798,154</b>	<b>(773,132)</b>	
100-00-42300-000-000	<b>Special Assessment Revenue</b>	0	1,700	(1,700)	1,700
100-00-43410-000-000	WI State Shared Revenue	60,251	401,675	(341,424)	15%
100-00-43415-000-000	Expenditure Restraint	0	0	0	
100-00-46220-000-000	Fire Insurance Fee	13,866	12,589	1,277	110%
100-00-43430-000-000	Exempt Computer Aid	13,503	13,503	0	100%
100-00-43531-000-000	WI State Transportation Aid Revenue	113,389	151,185	(37,796)	75%
100-00-43440-000-000	Personal Property Aid	8,571	8,571	0	100%
100-00-43534-000-000	LRIP Grant	0	0	0	0
100-00-43535-000-000	Other Federal Grant - Police	3,715	250	3,465	250
100-00-43690-000-000	Other State Grant	0	0	0	0
	<b>Intergovernmental Revenues</b>	<b>213,296</b>	<b>587,773</b>	<b>(374,477)</b>	
	Licenses and Permits				
100-00-44110-000-000	Liquor Licenses	6,135	6,000	135	
100-00-44200-000-000	All non-liquor licenses	3,555	4,000	(445)	89%
100-00-44400-000-000	Planning and Zoning Fees	940	1,000	(60)	94%
100-00-44300-000-000	Building Permits	45,667	65,000	(19,333)	70%
100-00-44405-000-000	Escrow - Engineering Review	0	15,000	(15,000)	0%
100-00-44900-000-000	Cable Franchise Fees	9,863	15,000	(5,137)	66%
100-00-46311-000-000	Street Opening Permits	1,800	1,250	550	144%
100-00-46330-000-000	Downtown Parking Permits	451	1,000	(549)	45%
	<b>Licenses and Permits</b>	<b>68,413</b>	<b>108,250</b>	<b>(39,837)</b>	
	Fines, Forfeits and Penalties				
100-00-45100-000-000	Court Fines Revenue	15,264	24,200	(8,936)	63%
100-00-45110-000-000	Parking Fines	0	100	(100)	0%
	<b>Fines, Forfeits and Penalties</b>	<b>15,264</b>	<b>24,300</b>	<b>(9,036)</b>	
	<b>Special Assessments</b>				
100-00-42300-000-000	Special Assessment Revenue	0	1,700	(1,700)	0%
	<b>Public Charges for Service</b>				
100-00-44102-000-000	Dog Licenses	758	900	(142)	84%
100-00-46211-000-000	Charges for Public Service - Police	566	1,000	(434)	57%
	Other - COPS Grant	0	0	0	
100-00-46100-000-000	Admin Assess Search	925	1,500	(575)	62%
100-00-44401-000-000	Zoning Compliance Letters	0	250	(250)	0%
100-00-47491-000-000	Public Fire Protection	0	239,454	(239,454)	0%
100-00-46850-000-000	RDA Administrative Fee	0	41,000	(41,000)	0%
100-00-46222-000-000	Fire Revenue from Townships	96,952	193,903	(96,952)	50%
	<b>Public Charges for Service</b>	<b>99,200</b>	<b>478,007</b>	<b>(378,807)</b>	

**Village of Osceola - Monthly Budget Report**  
**Year to Date for Month Ending**  
**9/30/2024**

Account Number	Village of Osceola	2024 Actuals @ 9/30/2024	2024 Budget	Variance (Over)/Under Budget	Percentage
	<b>Misc General Revenue</b>				
100-00-48100-000-000	Interest Income	0	3,500	(3,500)	0%
100-00-48309-000-000	Sale of Property	324,761	50,000		
100-00-48310-000-000	Sale of Assets	8,000	0	8,000	0%
100-00-48400-000-000	Recoveries and Reimbursements	7,568	1,500	6,068	
100-00-48401-000-000	Recoveries and Reimbursements	20,909	7,500	13,409	279%
100-00-48500-000-000	Donations	15,000	16,000	(1,000)	0%
100-00-48501-000-000	Donations - Police	0			
100-00-48502-000-000	Donations - Fire	69,609			
100-00-48900-000-000	Misc. Revenues	0	2,000	(2,000)	0%
100-00-48990-000-000	Refund Prior Year Expense	0	0	0	0
	<b>Misc. General Revenue</b>	<b>445,847</b>	<b>80,500</b>	<b>20,977</b>	
	<b>Other Financing Sources</b>				
100-00-49280-000-000	Transfer In -Room Tax Fund	0	5,000	(5,000)	0%
100-00-49600-000-000	Transfer In - Water Fund	0	123,041	(123,041)	0%
100-00-49620-000-000	Transfer In - Sewer Fund	0	0	0	0%
	Borrow for Maintenance Items		165,655		
100-00-49610-000-000	Transfer in - Water Admin Fees	0	68,255		
100-00-49620-000-000	Transfer in - Sewer Admin Fees	0	45,820		
	<b>Subtotal Other Financing Sources</b>	<b>0</b>	<b>407,771</b>	<b>(128,041)</b>	
	<b>TOTAL REVENUE</b>	<b>867,041</b>	<b>2,486,455</b>	<b>(1,684,054)</b>	<b>35%</b>
	<b>GENERAL FUND EXPENSES - SUMMARY</b>				
	Legislative	45,814	116,965	(71,151)	39%
	Administration	352,674	253,835	98,839	139%
	Police	397,052	791,465	(394,413)	50%
	Fire	130,275	204,200	(73,925)	64%
	Street	92,779	254,740	(161,961)	36%
	Street Lights	27,832	57,980	(17,462)	48%
	Storm Water	14,264	16,855	(1,828)	85%
	Street Signs	5,676	14,520	(8,844)	39%
	Garage and Maintenance	90,717	78,995	17,118	115%
	Sanitation	13,281	13,575	(294)	98%
	Parks	104,624	132,590	(27,966)	79%
	Economic Development	15,651	16,573	(922)	94%
	General Fund Transfers	0	186,500	186,500	0%
100-00-52210-226-000	Public Fire Protection (Hydrants)*	0	239,454	(239,454)	0%
100-00-52300-000-000	Ambulance*	42,360	42,360	0	100%
100-00-52400-215-000	Building Inspection*	39,250	40,000	(750)	98%
100-00-51930-511-000	Insurance *	2,500	5,000	(2,500)	50%
100-00-51510-215-000	Auditor	9,685	20,000	(10,315)	48%
100-00-51530-215-000	Assessor	13,200	13,200	0	100%
100-00-51530-390-000	Assessor Manufacturing	0	2,400	(2,400)	0%
	<b>TOTAL GENERAL FUND OPERATING EXPENDITURES</b>	<b>1,397,634</b>	<b>2,501,207</b>	<b>(711,729)</b>	<b>56%</b>
	<b>REVENUE OVER (UNDER) EXPENSES</b>	<b>(530,593)</b>	<b>(14,752)</b>	<b>(972,325)</b>	



## 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: October 8, 2024  
Re: **Fire & Rescue Monthly Report**

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### RUNS

- 13 - Runs total
  - 6 – Village of Osceola
  - 7 – Town of Farmington
  - Run breakdown
    - 2 – Motor Vehicle Accident
    - 8 – Medical/Lift Assist
    - 1 – Alarm
    - 1 – Power Line
    - 1 – Smell of Gas

### UPDATES IN BOLD

- **Training/meeting for September consisted of post Fair/Wheels and Wings clean up and working with the airboat.**
- **Upcoming meeting/training for October will be continued training with airboat and water rescue.**
- **New airboat was picked up on 9/11 and communicated to Polk County as available for service if needed on 9/30.**



# OSCEOLA POLICE DEPARTMENT

310 Chieftain Street

P.O. Box 217

Osceola, WI 54020

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

Andrew Bach – Chief of Police

To: Village President Brad Lutz and Village of Osceola Trustees

CC: Administrator Devin Swanberg; Village Clerk Carie Krentz

From: Police Chief Andrew Bach

Date: October 3<sup>rd</sup>, 2024

Re: Village Board Police Report for September 2024

In September of 2024 Osceola PD Officers generated **315** calls for service and compiled **41** incident and traffic crash reports. Osceola PD Officers made **1** arrest and **1** criminal referral. Osceola PD Officers initiated **56** traffic stops and issued **24** municipal citations.

The Saint Croix Falls Police Department reported to have generated **9** calls for service in the Village of Osceola under the agreement for service in September 2024. Our service agreement with Saint Croix Falls PD lapsed at the end of September.

- Osceola PD is happy to report that despite our staffing deficiencies, the Wheels & Wings airshow and the Osceola Community Fair went well for our department, and we look forward to next year.
- Osceola PD responded under mutual aid to a traffic crash in East Farmington where a suspect was arrested for several offenses including unlawful possession of a firearm and possession of over 40 grams of methamphetamine.
- Osceola PD is happy to announce that *Coffee with a Cop* is back and will be held at Caribou Coffee the last two Fridays of each month from 8:30am to 10:00am beginning October 18th.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Andrew Bach", with a long horizontal flourish extending to the right.

Chief Andrew Bach





# Memo

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

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

**CC:** Carie Krentz

**Date:** October 8, 2024

**Re:** DPW September Board Update

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#### Streets:

- We were successful in both our preparation and clean-up after for the Osceola Fair, Wheels and Wings, Harvest Bazaar and Parade.
- Removed existing banner and hung special event Brewfest banner. Coming up now through early November we have 3 special event permits to fulfill.
- Simmons Drive inspections and oversight of the project. Pavement final is on October 7<sup>th</sup>, shouldering the 8<sup>th</sup>, paint on the 9<sup>th</sup>.
- Hauling out of annual debris accumulation began. Street sweepings, ashes, and waste products are removed from holding areas and taken off-site. We have hauled 63 yards in the month of September and that will continue all the way into November.
- The department has been gearing up for infected full tree removals and trimming as our trees go dormant. This will be a large-scale fall project that will also consume the winter months when snow removal is not being conducted.

#### Parks:

- Numerous emerald ash borer infected Ash trees are being removed from Village Parks. As we move into the Spring of 2025 the department will begin attempting to treat infected trees by soil boring insecticides.
- Parks and public property mowing and maintenance continued, combined with trail clearing of downed trees and an abundance of foliage.

#### Building Maintenance:

- Tweet/Garot did an abundance of troubleshooting on the unit which resulted in discovering a bad oil pressure sensor. After the oil pressure sensor failed to fix the issue, the company worked with the manufacturer to help resolve. The manufacturer sent over a page long list of known potential issues with these units and why RTU-2 continues to go into alarm. At this time the oil pressure relays have been replaced and the unit continues to go into alarm. Publics Works continues to monitor daily and clear the alarm to ensure we keep temperatures down. The oil will now need to be measured and replaced in the unit the second week of October.



# Memo

To: President Lutz and Village Board Members  
From: Rick Caruso, Utilities Coordinator  
CC: Carie Krentz  
Date: October 8, 2024  
Re: Utility Department October Board Update

---

## Water Utility:

- Water produced in September totaled 7.061 million gallons.
- An underground leak was found on a customer side service line and was repaired with supervision of utility operators.
- The Bluff water tower was removed from service by operators. While the tank is out of service, utility operators used pressure reducing control valves and hydrant relief valves to maintain normal system pressure in the low zone. The tank was then pressure washed, cleaned, and painted by Slack painting with oversight from utility operators and KLM our tower engineers. Operators then refilled and disinfected the tower to AWWA standard.
- Verizon's antenna replacement has made it through our engineering review with finding mutually agreeable solutions. We will be continuing to lease review, which will be seen by the board in the next few months.
- The water system SCADA system completely failed due to a loose antenna coax wire on the Bluff Tower. Operators were able to determine this was the cause, climb the tower, and repair the cable temporarily. Repair parts are on order and will be installed as soon as possible.

## Sewer Utility:

- Wastewater treated in September totaled 7.623 million gallons.
- Operator Ryan Kenny received a passing score on the biosolids handling exam, completing his testing requirements to becoming a fully certified operator.
- Operators are beginning to prepare the wastewater facility for winter. This includes changing oil and filters, replacing drive belts, draining down tanks, and checking exhaust fans and furnaces for operation.
- The second clarifier has been made operational by utility operators. This clarifier has been out of service facing challenges brought about by weather and original facility design. Within the next few weeks, we will be attempting to bring this clarifier online to switch to primary use and allow for maintenance of the other.

# Memo

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

**From:** Anne Miller, Library Director

**CC:** Village Board of Osceola

**Date:** October 2024

## **DIRECTOR/ADMINISTRATION**

I began the second class that is required for my library director certification. The class, Advanced Library Administration through the UW-Madison I-School, will cover strategic planning, library advocacy, personnel management, marketing, and library facilities. September 17 & 18 were Wisconsin Library Tech Days, and I attended several webinars on the use of AI in libraries and other emerging technologies. During the month I also attended the IFLS sponsored in-person budget workshop.

## **MATERIALS CIRCULATION**

September 2024, Total Items Circulated: 3931

Public Computer Uses for September 2024: 112

eBook Checkouts for September 2024: 1397

New Patrons in September 2024: 62

## **COLLECTIONS**

The library added 221 new items to our shelves during the month of September. One of our volunteers, Tawnya Mork, finished going through every item of our collection looking for damage, which we either noted inside the front cover if the item could still circulate or withdrew the item if the damage was too extensive and could no longer circulate.

## **EVENTS & ACTIVITIES**

After a break at the end of August, Storytime returned during the first week of September and will continue every week until winter break in December. LEGO Club is back with its fall schedule meeting the 1<sup>st</sup> and 3<sup>rd</sup> Thursdays each month. We are trying to bring back some young adult programming with a Teen Saturday each month. On September 11 we hosted all the 6<sup>th</sup> grade students from the Osceola School District for a tour of the library and all the resources available to them with a library card. The WMPL Book Discussion

and Get Lit both met in September, and the Book Bike traveled to the Millside and Evergreen Apartments. Cathy Oscarson installed her art on the gallery wall during the last week of the month.

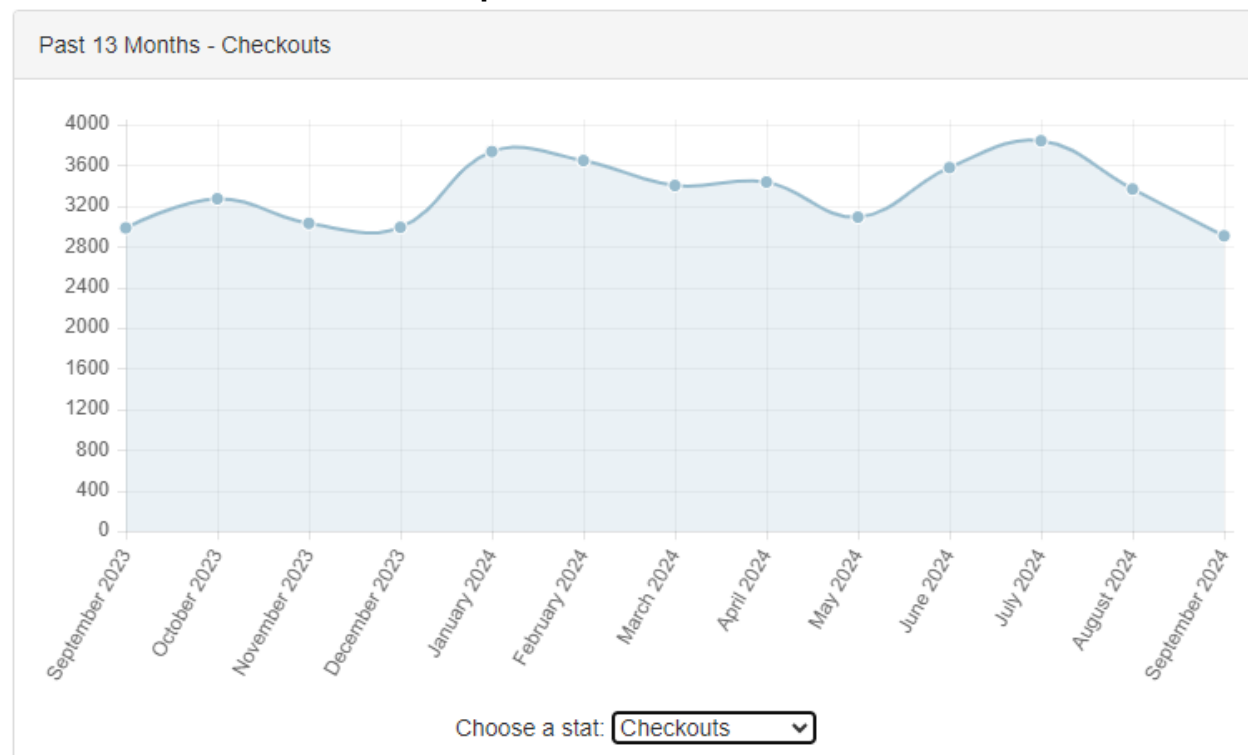
**FACILITIES & STAFF**

With generous donations from an anonymous donor and the Friends of the Osceola Library, we ordered blinds for all the exterior windows of the library from Budget Blinds. They are similar to the blinds that the Village has on the windows of the offices and meeting rooms located on the first floor of the building.

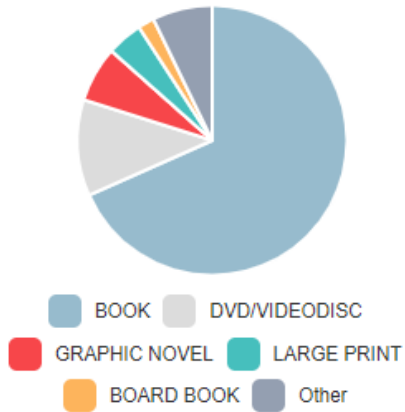
**UPCOMING EVENTS**

- |  |                                      |
|--|--------------------------------------|
| October 9 – Book Bike to Millside Apartments   | October 15 – Art with Cathy Oscarson |
| October 12 – Books & Biscotti with Beth Dooley | October 17 – LEGO Club               |
| October 15, 22 & 29 – Storytime                | October 19 – Teen Saturday           |
|  | October 23 – WMPL Book Discussion    |

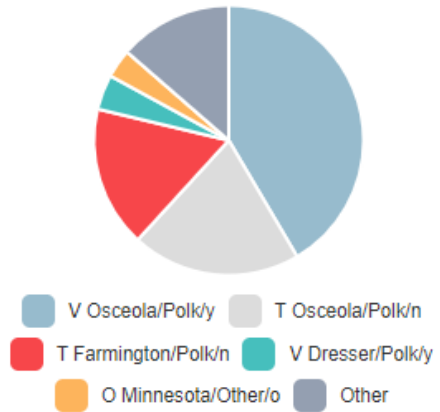
**Osceola Circulation Statistics September 2024**



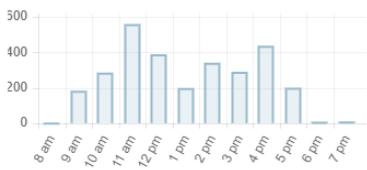
Checkouts by format



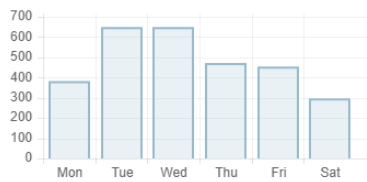
Checkouts by Act 150 Location



Checkouts by hour



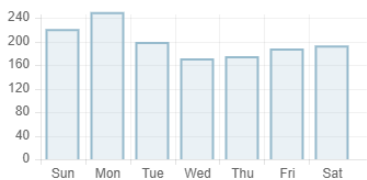
Checkouts by day



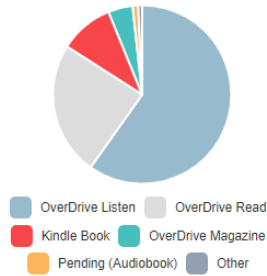
Checkouts by age



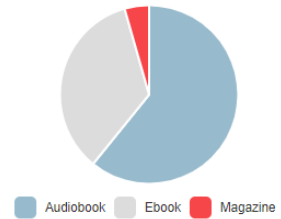
Overdrive by Day



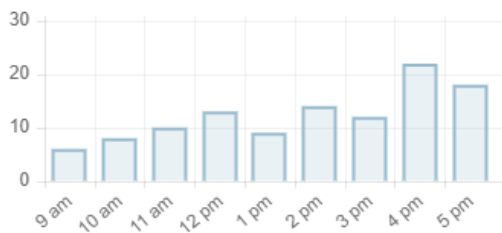
Overdrive by Format



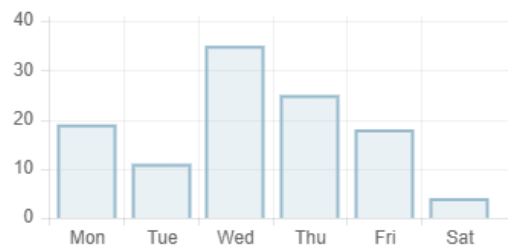
Overdrive by Type



Pharos computer uses by hour



Pharos computer uses by day



# Municipality Permits Report

9/1/2024 to 9/30/2024

<b>VILLAGE OF OSCEOLA</b>		<b>Total Value</b>	<b>Total Fees</b>	<b>Total Fines</b>
VOS24-62	165-00844-0078	\$300,000.00	\$1,393.12	
Gerald Etsezobor				
1220 OAKY CT		NEW HOME		
VOS24-63	165-00390-0000	\$39,425.17	\$306.00	
Krumm Exteriors   Krumm Exteriors   092101030				
703 RIVER ST		ALTERATION		
VOS24-64	165-00589-0000	\$70,000.00	\$360.00	
Tom ROWBOUGH PARTNER				
200 SEMINOLE AVE LOT 54		MANUFACTURED HOME		
VOS24-65	165-00716-0600	\$40,000.00	\$710.00	
INSITE INC				
111 248TH ST		ALTERATION		
VOS24-66	165-00817-3000	\$300,000.00	\$1,404.90	
J A CUSTOM HOMES INC   J A CUSTOM HOMES INC   040300042 - DC J A CUSTOM HOMES INC				
405 SMITH AVE B&D		Smith Ave Duplex		
VOS24-67	165-00817-3000	\$300,000.00	\$1,404.90	
J A CUSTOM HOMES INC J A Custom HOMES INC				
405 SMITH AVE A&C		Smith Ave Duplex		

**Permit Distribution**

New Home=3  
 Alteration=2  
 Siding=1  
 Move=1

<b>Totals</b>	<b>Total Permits</b>	6	<b>Total Value</b>	\$1,049,425.17
<b>Admin</b>	\$671.00	<b>Impact</b>		\$290.72
<b>Inspection</b>	\$4,512.20	<b>State Permit Seal</b>	\$105.00	<b>House Number</b>
<b>Fines</b>		<b>Other</b>		
			<b>Total Fees</b>	\$5,578.92

# Municipality Permits Report

1/1/2024 to 9/30/2024

VOS24-66                      165-00817-3000    \$300,000.00                      \$1,404.90

J A CUSTOM HOMES INC | J A CUSTOM HOMES INC | 040300042 - DC J A CUSTOM HOMES INC

405 SMITH AVE B&D    Smith Ave Duplex

VOS24-67                      165-00817-3000    \$300,000.00                      \$1,404.90

J A CUSTOM HOMES INC J A Custom HOMES INC

405 SMITH AVE A&C    Smith Ave Duplex

**Permit Distribution**

- Electrical=7
- Alteration=20
- Acc. Building=2
- HVAC=2
- New Home=9
- New Commercial=3
- Re-roof=7
- Fence=6
- Other=6
- Deck=1
- Siding=3
- Move=3
- Shed=2
- Raze=1

<b>Totals</b>	<b>Total Permits</b>	68	<b>Total Value</b>	\$10,632,543.48
<b>Admin</b>	\$4,330.38	<b>Impact</b>		\$1,092.54
<b>Inspection</b>	\$35,913.72	<b>State Permit Seal</b>	\$315.00	<b>House Number</b>
<b>Fines</b>		<b>Other</b>		
			<b>Total Fees</b>	\$41,651.64

## Chamber of Commerce and Main Street Update

### **Main Street Update**

In September, Osceola Wisconsin Main Street was awarded a \$40,000 grant from the T-Mobile Hometown Grant program. One of 25 recipients out of 683 applicants across the country. The check was presented with T-Mobile representatives at the Grand Opening Celebration for the Osceola Skatepark on Sunday, September 22.

Guac and Roll is open at 444 N Cascade St. Excited for another food option in the downtown area.

Osceola has been in the news!!

- Travel Wisconsin has started their Fall Marketing Campaign called “Here’s To Being Here” highlighting Fall adventures all across the state of Wisconsin.
- KARE 11, the NBC affiliate for the Minneapolis/St. Paul market has a series they call “KARE In The Air” where they capture aerial footage of a downtown/community and share it during various broadcasts.
  - List of articles and features on TravelWisconsin.com featuring Osceola
    - 5 Scenic Fall Train Rides in Wisconsin  
[-https://www.travelwisconsin.com/article/hidden-gems/article/tours/five-scenic-fall-train-rides-in-wisconsin](https://www.travelwisconsin.com/article/hidden-gems/article/tours/five-scenic-fall-train-rides-in-wisconsin)
    - 10 Scenic Waterfalls in Wisconsin -  
<https://www.travelwisconsin.com/article/natural-attractions-and-parks/top-ten-scenic-waterfalls-in-wisconsin>
    - Here’s To Being Here - St. Croix Valley -  
<https://www.travelwisconsin.com/heres-to-being-here-travel-series/st-croix-valley>
    - Here’s to Being Here: Wilke Glen and Cascade Falls 30 second spot -  
<https://www.youtube.com/watch?v=wPc0Lu2gz9k&t=4s>
- KARE 11, the NBC affiliate for the Minneapolis/St. Paul market has a series they call “KARE In The Air” where they capture aerial footage of a downtown/community and share it during various broadcasts. They recently featured Downtown Osceola with a 30 second spot and also a longer 2 and a half minute spot.
  - 2 and a half minute footage - <https://www.youtube.com/watch?v=mynVpWDws1E>
  - 30 second spot - [https://www.youtube.com/watch?v=00gBYUV\\_7r0](https://www.youtube.com/watch?v=00gBYUV_7r0)

I also attended a placemaking workshop in Downtown Racine, WI from September 10 - 12. Learned a lot about placemaking practices and participated in an installation.

Respectfully submitted, Wyatt Yager





# Memo

To: Village Board  
From: Devin Swanberg Village Administrator  
CC: Village Board  
Date: October 4th, 2024  
Re: Impact Fees

---

## Overview

At the September Planning Commission meeting, the commission recommended that Impact Fees not exceed \$6,000. In this memo, along with the accompanying water and sewer memos, staff will recommend approving the maximum allowable amount for Impact Fees. This approach is intended to lessen the financial burden on current residents, taxpayers, and fee payers. The attached needs assessment, which has been developed over the past three years, outlines requirements unique to our village. Impact fees are how we ensure that these community needs are funded.

## 1. Infrastructure Costs for New Development

New residential, commercial, or industrial developments typically require new or upgraded public infrastructure, such as roads, utilities, sewer systems, and water services. Without impact fees, the cost of these improvements would often fall on existing taxpayers, which is generally considered unfair. Impact fees ensure that the costs associated with growth are borne by those who directly benefit from the new development.

## 2. Preventing Tax Increases

Without impact fees, municipalities might need to raise property or other taxes to cover the cost of expanding services and infrastructure for new developments. Impact fees offer an alternative revenue stream, reducing the need to pass these costs onto current residents through higher taxes.

## 3. Fairness and Equity

Current residents and businesses should not bear the financial burden of new growth. Impact fees promote equity by ensuring that developers (and, by extension, the new residents or businesses moving into the development) pay their share for the increased demand on public services. This helps balance the benefits and costs of growth.

## **4. Legal Framework in Wisconsin**

Wisconsin law allows municipalities to impose impact fees to fund infrastructure improvements necessary due to new developments. Under **Wisconsin Statutes §66.0617**, municipalities can collect these fees as long as they meet specific requirements, including conducting a needs assessment and ensuring that the fees benefit the developments that pay them.

## **5. Funding Public Amenities**

Impact fees can also fund public amenities such as parks, libraries, and recreational facilities. As communities grow, maintaining a high quality of life requires investment in these public spaces, and impact fees provide a direct funding source.

## **6. Reducing Financial Strain on Local Governments**

With increasing budget constraints for many local governments, impact fees offer a critical revenue stream to fund necessary capital improvements. Without these fees, municipalities may be forced to delay or cancel important infrastructure projects, which could result in deteriorating services and infrastructure.

## **Recommendation**

Approve the maximum allowable Impact Fees to ensure that developers contribute their fair share without placing an undue financial burden on current residents. Comparing impact fees between communities is like comparing apples to oranges, as each community has its own specific needs. Impact fees are an essential tool for managing the costs of growth, ensuring fairness between new and existing residents, and maintaining public services and infrastructure without overburdening local taxpayers.



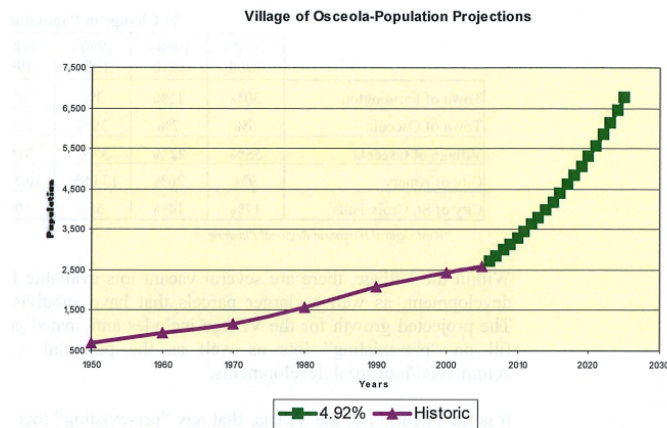
# Memo

To: President Lutz and Village Board Members  
From: Rick Caruso, Utilities Coordinator  
CC: Carie Krentz  
Date: October 3, 2024  
Re: Water and Wastewater Impact Fees

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In 2005 the Village was experiencing significant growth and two major projects were underway. Well 4 was being installed to meet demand of this growth, and to replace a failing Well 2 that was located at the end of 4<sup>th</sup> Avenue near Oakey Park, and an entirely new wastewater plant was being installed to replace an outdated treatment system that could no longer meet limits. It was decided by the then administration and board to offset this investment by charging impact fees to new development as a way for the development to pay its own way and keep the financial burden of the investment to keep up with growth from becoming the responsibility of the residents.

When performing a rate case with the Wisconsin Public Service Commission (PSC) in 2019, it was found that Well 4 had been incorrectly allocated to new development at 100%, and the 2005 impact fee study growth projections were wildly inaccurate stating the Village was projected to over 6000 in population as shown in the graph below from the 2005 study. As you can imagine, these two items combined caused an error in calculating the cost to new development from 2005 to present as the cost of the improvements are divided over the projected new population. In 2019 the Village was able to prove this error to the PSC, with them ultimately agreeing that Well 4 was constructed partially to serve existing residents.



Although not regulated by the Public Service Commission, the same 2005 projections were used to calculate the original 2005 wastewater impact fee, still being charged to date.

A typical timeline to revisit impact fees is 3-5 years allowing municipalities to compare actual and projected growth, and projected impact fee revenue vs. actual. The Village is now in year 19 of an inaccurate study with no adjustments made to the fees or population projections. Seeing this as an opportunity, the Village staff initiated an impact fee study to correct these issues. Impact fees are a great tool, when implemented and maintained properly, that allows development to pay its own way. As shown in the current impact fee study performed by Stantec (formally Stevens), costs that were allocated to future growth were calculated resulting in updated fees to be charged to new growth when adopted.

It is important to note that the Village and their rate payers have made the initial investment into building Well 4 and the Wastewater facility, building in extra capacity for future growth, and are expecting a payback from that growth upon connection to the facilities. Removal or reduction in water and wastewater impact fees transfers this cost of growth capacity to be the responsibility of the rate payer instead of the development. To use this in a loose hypothetical example, if a bottling facility develops in the Village and a new well is required to serve the facility the Village could: 1. Raise existing rates to cover the cost of the new well and recoup the investment over time via water sales with no commitment from the bottling facility, or 2. Require the bottling facility to contribute a portion of the new well based on their use to offset the cost via an impact fee, removing the burden of investment caused by the facility from rate payers and further protecting the Village from financial liability in the event of a closure of the bottling facility.

Because construction of Well 4 and the Wastewater treatment facility have been completed, the fees collected are directly tied to each facility and the investment the Village has already made to be adequately sized for future growth. A reduction or elimination of the fees would cause the utilities the need to backfill the impact fee revenue with other financing sources (rate). I am suggesting implementing the Water and Wastewater impact fees as calculated in the proposed study.



**VILLAGE OF OSCEOLA, WI**

**NEEDS ASSESSMENT AND IMPACT FEE UPDATE**

August 28, 2024

Prepared for:  
Village of Osceola, WI

Prepared by:  
Angela Popenhagen P.E., Senior Project  
Manager

Project Number:  
193810004

The conclusions in the Report titled “Needs Assessment and Impact Fee Update” are Stantec’s professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient’s own risk.

Stantec has assumed all information received from Village of Osceola, WI (the “Client”) and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

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Prepared by: \_\_\_\_\_  
Signature  
  
Angela Popenhagen, P.E.  
\_\_\_\_\_  
Printed Name

Reviewed by: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name

Approved by: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name

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# Executive Summary

The Village of Osceola is currently operating under impact fees calculated in March of 2006. Since this time, there have been amendments and clarifications to the Wisconsin impact fee laws and updated population projections. The Village hired Stevens Engineers (now Stantec) to update the needs assessment and impact fee to comply with current law and current population and growth projections. This data was used to calculate the maximum amount for impact fee rates for the Village. The Village Board, at their discretion, may adopt a lower amount than calculated.

In the state of Wisconsin, impact fees can be used for the following public facilities:

- Highways, as defined in s. 340.01 (22),
- Facilities for collecting and treating sewage,
- Facilities for collecting and treating storm and surface waters,
- Facilities for pumping, storing, and distributing water,
- Parks, Playground and land for athletic fields
- Solid waste and recycling facilities,
- Fire protection facilities,
- Law enforcement facilities
- Emergency medical facilities, and
- Libraries.

This report updates the impact fees to satisfy the requirements of Wisconsin State Statute §66.0617. The calculations properly allocate the capital costs for the facilities between existing development and new development and used as the basis for the recommended impact fees.

**Table 1: Impact Fees - Existing vs. Recommended**

	Current Impact Fee	Recommended Updated Impact Fee
<b>Water Impact Fee</b>	\$420	\$579
<b>Sanitary Sewer Impact Fee</b>	\$1150	\$2,857
<b>Library Impact Fee**</b>	\$185	\$51
<b>Village Hall**</b>	\$135	No longer allowed
<b>Police Station**</b>	\$120	-
<b>Fire Station**</b>	\$50	-
<b>Community Center**</b>	\$55	No longer allowed
<b>Public Works Impact Fee**</b>	\$50	\$483
<b>Roadway Impact Fee</b>	-	\$3,035
<b>Parks and Recreation Impact Fee</b>	\$440	\$87
<b>TOTAL</b>	<b>\$2,605</b>	<b>\$7,092</b>

*\*\* Note: Library, Village Hall, Police Station, Fire Station, Community Center, and Public Works were all combined in the previous impact fee schedule as “Municipal Buildings”. Total impact fee for Municipal Buildings was \$595. This “Municipal Buildings” category is no longer allowed under Wisconsin State Statute and only allows for the categories shown in the table unless noted with “No longer allowed”.*



# 1 Introduction

## 1.1 Introduction

Impact fees are financial contributions imposed by communities to pay for capital improvements within the community, which are necessary to serve or accommodate new development. State law requires that impact fees must bear a rational relationship to the need for new, expanded or improved public facilities. This means that impact fees should not be charged to new development if that development is not likely to create a demand for a specific type of facility for which an impact fee is imposed. For example, most communities that charge an impact fee for libraries do not impose them on non-residential development. It also means that the amount of the impact fee should be based on a reasonable estimate of the demand that a new development will create for public facilities. For services that serve both residential and non-residential properties, such as water and sewer service, this requires finding a reasonable basis for determining the amount of capital costs of facilities are required for residential versus non-residential development.

State law also dictates that impact fees cannot exceed the proportionate share of the capital costs required to serve new development as compared to existing development. Each facility must be analyzed to determine the share of the facility that is needed to provide the established service level to the existing development versus the excess facility space that is available to serve new development. The same service level should be applied to both existing and new development when determining if there is a portion of facilities that are needed to provide the desired service level to existing development.

The Needs Assessment and associated impact fees must meet the following criteria:

- Maintain a rational relationship to the need for new, expanded or improved public facilities that are required to serve land development.
- Cannot exceed the proportionate share of the capital costs that are required to serve land development, as compared to existing uses of land within the municipality.
- Be based upon actual capital costs or reasonable estimates of capital costs for new, expanded or improved public facilities.
- Be reduced to compensate for other capital costs imposed by the municipality with respect to land development to provide or pay for public facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications under Ch. 236 or any other items of value.
- Be reduced to compensate for monies received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.
- Cannot include amounts necessary to address existing deficiencies in public facilities.
- Be payable by the developer or the property owner to the municipality in full upon issuance of a building permit by the municipality.
- May be held for 8 years after they are collected, or in the case of impact fees that are collected for capital costs related to lift stations or sewage treatment, 10 years from the time collected plus 3 years longer if the municipality finds due to extenuating circumstances or hardship a longer time to hold the impact fees is needed.



# Needs Assessment and Impact Fee Update

## Introduction

In the state of Wisconsin, impact fees can be used for the following public facilities:

- Highways, as defined in s. 340.01 (22),
- Facilities for collecting and treating sewage,
- Facilities for collecting and treating storm and surface waters,
- Facilities for pumping, storing, and distributing water,
- Parks, playgrounds and land for athletic fields,
- Solid waste and recycling facilities,
- Fire protection facilities,
- Law enforcement facilities,
- Emergency medical facilities, and
- Libraries.

## 1.2 Background

The Village of Osceola is expecting population growth and commercial and industrial development in the future. The existing Needs Assessment was last updated in March 2006. This was around the time where the regional area was seeing a significant housing boom and anticipating very large growth percentages. Not anticipated was the recession in 2007-2009 when development seemed to stop. Therefore, many of the growth projections and assumptions did not come to fruition. As a result, the Village's need to recoup cost for newly constructed well and wastewater treatment plant was not fulfilled by the calculated impact fees. Also, with the continuing expansion of the economy, additional facilities will be needed to meet the anticipated demands of future development.

The Village has retained Stantec to update the Public Facilities Needs Assessment and Impact Fees. The study included evaluating of all possible impact fees, determining fair and equitable ways to calculate sewer and water usages, and update to reflect new population values.

This report updates the impact fees to satisfy the requirements of Wisconsin State Statute §66.0617. The calculations properly allocate the capital costs for the facilities between existing development and new development and used as the basis for the recommended impact fees.

Presently, the Town uses the general tax base or general obligation bonds and impact fees to help pay for infrastructure improvements. As the cost of providing services and infrastructure continues to increase along with the pressure to control property taxes, impact fees provide an equitable means for both existing and new development to pay for portions of public infrastructure projects. Wisconsin Statutes 66.0617 with revisions from 2005 Wisconsin Act 477, 2005 Wisconsin Act 203, 2007 Wisconsin Act 44, 2007 Wisconsin Act 96, 2009 Wisconsin Acts 180 and 2017 Wisconsin Acts 243 allows local governments to charge impact fees for public improvements. These fees can be used to recover costs to construct, expand, or improve public facilities necessary to accommodate land development and to maintain current levels of service within the Village.



## **1.3 Summary**

Wisconsin impact fee law contains specific requirements for the process of adopting or amending an impact fee ordinance, for determining the amount that can be charged for an impact fee, and for managing and spending impact fee revenues. Impact fees may only be used to fund capital costs of public facilities, which are defined as the cost to construct, expand or improve public facilities. Eligible costs may include land, legal, planning, engineering and design costs. The amounts calculated in this report are the maximum amounts that may be charged for impact fees. The Village Board, at their discretion, may adopt a lower amount than calculated.

Impact fees may not be used for operation and maintenance costs or to correct existing deficiencies in the public facilities for which they are imposed. Existing deficiencies may include:

- Facilities or portions of facilities that need to be replaced due to age or obsolescence.
- Improvements made to existing facilities to meet state or federal requirements or utilize improved technology.
- Facilities or portions of facilities that result in an improved design standard, or the difference between the future design standard, as it would apply to current population, and the actual existing facility.

The impact fee will be based on Equivalent Residential Unit (ERU). Thus, the fee relates to the “*impact*” each user has on the public infrastructure system.



## **2 Population and Projected Growth Analysis**

### **2.1 Introduction**

An important element of determining appropriate impact fees is projecting the amount of future development that will occur in the village during the selected planning period. These projections are important for planning for the facilities needed to serve new development as well as calculating the proportionate cost of facilities per unit of development.

The planning period for the previous study was 20 years, from 2005-2025. The projected growth rate of 4.92% per year from the previous impact fee report was not realized, partially due to the unforeseen recession in 2007-2009. The table below includes data and projections from the original impact fee study compared to actual population figures and growth rates.

**Table 2: Comparison of Projected vs. Actual Growth**

2005 Population – from original report	2,589
2005 Households – based on 2.38 persons/household	1088
<hr/>	
2010 Population – based on original 4.92% annual growth	3,292
2010 Population - Actual	2,568
2010 households – based on original report 2.38 persons/household	1,383
2010 households – Actual (2.25 people/household)	1,142
<hr/>	
2020 Population – based on original 4.92% annual growth	5,321
2020 Population - Actual	2,765
2020 households – based on original report 2.38 persons/household	2,236
2020 households – Actual (2.18 people/household)	1,238
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Projected annual growth rate, 2005 – 2025	4.92%
Actual annual growth rate, 2010 – 2020	0.28%
Actual % change in population from 2010 – 2020	5.1%

Growth rate was determined by analyzing the data from the previous table to determine actual growth from 2005-2020 and comparing with historic trends shown below. The effect of picking an inaccurate growth rate results in slight overestimation at the 2010 population, but projects nearly double the population and households than occurred in 2020. The people/household figure also decreased from 2.25 in 2010 to 2.18 in 2020 and is projected to continue decreasing through 2040. A figure of 2.18 people/household will be used in this assessment to average the household size over the study period.



**Needs Assessment and Impact Fee Update  
Population and Projected Growth Analysis**

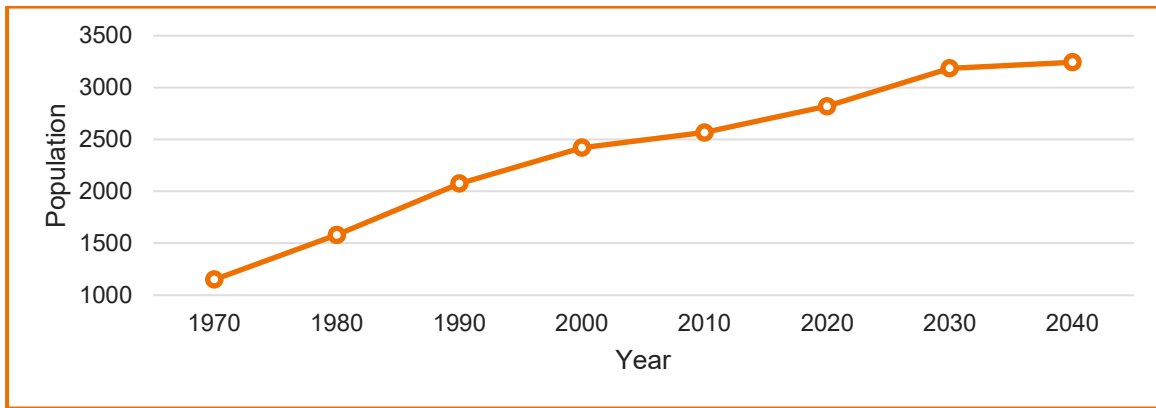
Overall growth trend of the village was analyzed to help determine an appropriate projected growth rate. Past population trends and future population projections were analyzed to determine an appropriate population growth. Table 3 and Figure 1 display the % change in population for the Village of Osceola and total population.

**Table 3: % Change in Population**

1950 - 1960*	1960 - 1970*	1970 - 1980	1980 - 1990	1990 - 2000	2000 - 2010	2010 - 2020	2020 - 2030 **	2030 - 2040 **
35%	22%	37%	31%	17%	6%	5%	13%	2%

\* Data from original impact fee report.

\*\* Projected population numbers from WI Demographic Services Center.



**Figure 1: Village of Osceola Population Trends**

Overall trends show increased growth rates prior to 1990, with downward trend in the growth rate from 1990 – present. 2030 and 2040 population numbers are projections, so the increased growth from 2010-2020 to 2020-2030 is likely non-representative for the ultimate trend. Anticipating a 5% growth going forward will provide a conservative growth estimated based on past data trends and future projections.

Table 4 displays the projected growth during the planning period for this study, 2020-2040, using a 5% growth over the entire planning period, and a household size of 2.18 people/household:

**Table 4: Population & Growth Analysis**

2020 Population	2,765
2020 Households – at 2.18 people/household	1,268
<b>2040 Projected Additional</b>	
2040 projected additional population	138
2040 projected additional households	63
<b>2040 Projected TOTAL</b>	
2040 Projected TOTAL Population	2,903
2040 Projected Households	1,332



## Needs Assessment and Impact Fee Update Population and Projected Growth Analysis

Besides the existing 245 acres of land currently used for industrial/commercial purposes, the Village has the following land committed to future development:

- Osceola Business Park: 11 acres
- Airport Business Park: 52 acres
- Gateway: 10 acres
- Osceola Heights: 51 acres
- **TOTAL: 124 acres**

Commercial/industrial development includes non-profit institutional uses that are similar to commercial and other non-residential development, such as churches, schools, and government buildings. Existing and future industrial/commercial land will be converted to Equivalent Residential Units (ERU's) in each impact fee analysis to determine utility demand based on land type.



### **3 Water System Needs Assessment**

#### **3.1 Inventory of Existing Facilities**

The water supply for the Village of Osceola is/was provided by three wells:

Well #2 has been abandoned.

Well #3 is located south of on CTH M at Cottage Drive. The well was drilled in 1986, is 600-feet deep, and a 6-inch casing diameter with a 75-hp motor. Actual pumping capacity of this well is 550 gallons per minute.

Well #4 was constructed to accommodate future growth of the Village. It is located south of Seminole Street near the eastern village limits and was drilled in 2005. The well is 600 ft deep, 10-in casing diameter with a 250 hp motor. Capacity of this pump is 1500 gallons per minute.

#### **3.2 Water Impact Fee Calculation**

The original impact fees report attributed the entire well #4 construction to future growth. However, due to a report dated 7/1/2019, 45% of the cost of well #4 was to serve existing customers and 55% was needed for future growth. Total cost of the well was \$871,193, so the cost associated with future growth is \$479,156.

Cost of well and pumphouse due to future growth:	\$479,156
\$\$ Collected by impact fees to date:	<u>(\$83,128)</u>
<b>Cost remaining to be collected by impact fees:</b>	<b>\$396,028</b>

Impact fees are calculated based on ERU (Equivalent Residential Units) for new users. On average, the average water use per equivalent residential unit is 300 gallons per day (GPD). That is 1 ERU for the water system. Commercial/Industrial property uses approximately 1,500 GPD per acre. Assuming 124 acres of industrial and commercial development at 1,500 GPD per acre, equates to 620 ERU's. See Table 5 for summary ERU and calculation of impact fee:

**Table 5: Calculation of Water System Impact Fee**

Industrial/Commercial ERU	620
Additional households 2020-2040	63
Total additional users (ERU)	683
Total Cost/Total Additional Users per ERU	\$579.84





**Needs Assessment and Impact Fee Update  
Water System Needs Assessment**

One ERU is considered to be a user with a single meter of either 5/8" or 3/4", with equivalent meter size ratios applied to meters larger than 3/4". Table 6 breaks down the costs per meter size:

**Table 6: Schedule of Recommended Fees**

<b>Meter Size</b>	<b>Ratio</b>	<b>Water Impact Fee</b>
5/8" and 3/4"	1	\$579
1"	2.5	\$1,447
1 1/4"	3.75	\$2,171
1 1/2"	5	\$2,895
2"	8	\$4,632
3"	15	\$8,685
4"	25	\$14,475
6"	50	\$28,950
8" or larger	80	\$46,320

***The revised impact fee for the water system is recommended to be \$579 per Residential ERU based on meter size. The total impact fee will be based on the sum of all meters per building.***



## **4 Sewer System Needs Assessment**

### **4.1 Inventory of Existing Conditions**

The Village of Osceola owns and operates a wastewater treatment plant with a service area that encompasses both the Villages of Osceola and Dresser. The Village of Osceola constructed a new wastewater treatment plant in 2006 to accommodate future loadings. Future loadings were determined using population growth estimates for design year 2025, and a consensus from both Dresser and Osceola officials.

### **4.2 Sewer Connection Fee Calculation**

Based on costs listed in the original study, the total construction cost of the Wastewater treatment plant is \$6,122,000. Because the Village of Dresser shares approximately 30% of the cost of the treatment plant, 30% of the total cost has been deducted for calculation of impact fees.

Cost of wastewater treatment plant:	\$6,122,000
Deduct Village of Dresser Share (30%):	(\$1,836,600)
Deduct \$\$\$ collected by impact fees to date:	<u>(\$210,298)</u>
<b>Treatment plant cost remaining:</b>	<b>\$4,075,102</b>

On average, a household uses 300 GPD per unit, which is 1 ERU of sanitary sewer usage. Commercial/Industrial property uses approximately 1,000 GPD per acre of land.

At the time of design, the treatment plant utilized 214,000 GPD for existing users. That equals 713 ERU. Osceola has collected an additional 223 ERU since plant construction, leaving an additional 490 ERU capacity for the additional growth for a total system capacity of 1,426 ERU. As a check, the additional demand based on future growth was calculated below to determine the system can adequately provide for future growth. Impact fee calculation is based on treatment plant cost / total system capacity.

See Table 6 for ERU calculation for confirmation of system capacity for additional growth and calculation of impact fee:

**Table 7: Calculation of Sanitary System Impact Fee**

Industrial/Commercial ERU	413
Additional households 2020- 2040	63
Total users (ERU)	476
Treatment Plant Cost / Total System ERU (1,426)	\$2,857.71



**Needs Assessment and Impact Fee Update  
Sewer System Needs Assessment**

One ERU is considered to be a user with a single meter of either 5/8" or 3/4", with equivalent meter size ratios applied to meters larger than 3/4". Table 6 breaks down the costs per meter size:

**Table 8: Schedule of Recommended Fees**

<b>Meter Size</b>	<b>Ratio</b>	<b>Sewer Impact Fee</b>
5/8" and 3/4"	1	\$2,857
1"	2.5	\$7,142
1 1/4"	3.75	\$10,713
1 1/2"	5	\$14,285
2"	8	\$22,856
3"	15	\$42,855
4"	25	\$71,425
6"	50	\$142,850
8" or larger	80	\$228,560

***The revised impact fee for the sanitary sewer system is recommended to be \$2,857 per Residential ERU based on meter size. The total impact fee will be based on the sum of all meters per building.***



## 5 Library Needs Assessment

### 5.1 Inventory of Existing Conditions and Identification of Future Needs

The Village recently completed construction of a new public library in 2018. The new public library currently has 11,000 people in the service area and 5,000 cardholders. The new public library is 14,138 SF and meets the existing needs of the facility while providing for future growth.

### 5.2 Library Impact Fee

With the construction of the new building, the cost of the library will be divided by TOTAL PEOPLE IN THE SERVICE AREA divided by projected household size since the facility meets existing and future needs of the community. Commercial/industrial facilities will not be used in the calculation since they do not contribute to the use of the library.

Cost of Library:	\$3,997,765
Donations/Payments:	(\$3,067,981)
CDBG Award:	(\$428,749)
Library Sale Adjustment:	(\$200,000)
Deduct \$\$\$ collected by impact fees to date**:	<u>(\$41,865)</u>
<b>Library cost remaining:</b>	<b>\$259,128</b>
Total service area (people):	11,000
Projected household size:	2.18
Total households in the service area:	5,046
<b>Total cost/household:</b>	<b>\$51.35</b>

***The revised library impact fee cost is recommended at \$51 per residential ERU.***

*\*\*Note that the library cost was included in the original needs assessment category “municipal buildings”. The library comprised 31% of the total “municipal buildings” impact fee, so the total collected to date was calculated for the library portion using that percentage.*



## 6 Public Works Needs Assessment

### 6.1 Inventory of Existing Conditions and Identification of Future Needs

The existing public works building is located adjacent to the wastewater treatment plant. The Village has outgrown that facility. Equipment is parked outside and there is no room to perform equipment maintenance or house public works staff. Therefore, an expansion to the public works facility is being proposed in the unused space at the west end of the new fire station. Improvements needed to transform that space into usable space for public works is estimated at \$1.3 million.

### 6.2 Public Works Impact Fee

The new building along with the existing space will meet existing and future needs of the community; therefore, the cost will be divided by total future ERU since the proposed facility meets existing and future needs of the community as a whole. Furthermore, demand will be split between residential and commercial based on acreage, as public works (road maintenance, plowing, etc) is needed regardless of land usage on the streets.

Commercial acreage includes a total of 369 acres (current and future development acreage). To convert commercial/industrial to residential equivalent, the land will be calculated as if it were residential housing. The zoning for a single family residential requires a minimum 12,000 sf lot size which equals 3.63 residential units per acre. 369 acres would be equivalent to 1,339 residential units. 2040 projected households is 1,332. Therefore, calculating the percentage of residential (1,332) versus commercial/industrial (1,339) gives 50% of the demand will be due to residential properties, and the remaining 50% to commercial/industrial properties.

Cost of the public works building:	\$1,300,000
Deduct \$\$\$ collected by impact fees to date**:	(\$11,314)
Total Public works building cost remaining:	\$1,288,686

#### RESIDENTIAL

Residential share of the building:	\$644,343
2040 projected households:	1,332
<b>Total cost/household:</b>	<b>\$483.74</b>

#### COMMERCIAL

Commercial/Industrial share of the building:	\$644,343
Total commercial/industrial acreage:	369
<b>Total cost/acre:</b>	<b>\$1,746.19</b>



**Needs Assessment and Impact Fee Update  
Public Works Needs Assessment**

***The revised impact fee for the public works facility is \$483 per residential unit and \$1,746 per commercial acre.***

*\*\*Note that the public works building was included in the original needs assessment category “municipal buildings”. Public Works comprised 8% of the total “municipal buildings” impact fee, so the total collected to date was calculated for the public works portion using that percentage.*



## **7 Roadway Needs Assessment**

### **7.1 Inventory of Existing Conditions and Identification of Future Needs**

A transportation plan is incorporated into the Village of Osceola's Comprehensive Plan. It shows all existing roads and their proposed functional classifications. The functional classification of a roadway is based on the standard guidelines of the Wisconsin Department of Transportation's Facilities Development Manual (FDM).

The proposed roads included in the impact fees are currently classified as local roadways; however, with proposed development in the vicinity of these roadway, we anticipate the need to increase the classification to a minor collector roadway. Minor collectors provide connection between neighborhoods and the county and state highway system. To safely accommodate the projected increased traffic and provide a reasonable level of service, the roadways must be expanded from local road standards to minor collector standards. The proposed roads are listed below; however, please note that this list of roadways is not meant to be exclusive. Development may occur along other roadways within the Village which may require the improvement of those roadways to accommodate new development. Any impact fees ultimately approved by ordinance passed by the Village Board based on this Needs Assessment shall therefore also apply to development along any such unlisted roadways. The proposed roads are:

- 3<sup>rd</sup> Avenue and River Street from STH 35 to 4<sup>th</sup> Avenue
- 68<sup>th</sup> Avenue from STH 35 to 258<sup>th</sup> Street

Based on current traffic volumes, existing local roads are adequate to support the current traffic levels. However, additional traffic generated by expected growth will affect the level of service and traffic patterns of these roadways. Therefore, improvements to these roadways will be necessary to adequately serve the increase in traffic caused by new development. The improvements include the increase of roadway width from the Village of Osceola standard roadway of 32-feet from backs of curbs for urban or 24-feet with 3-foot shoulders for rural to Wisconsin Department of Transportation's FDM guidelines per classification and traffic count, and additions of bypass and turn lanes, if needed.

### **7.2 Roadway Impact Fee**

Roadway impact fees will be applied to residential and commercial/industrial properties because the proposed roads to be upgraded serve these land uses. The amount to charge for impact fees is based on the percentage of trips generated for each land use. Impact fees for residential development are imposed on each new residential unit, or residential equivalent unit (REU) based on a typical trip generation rate for single family homes. If more dense housing – duplexes, townhomes, apartments, etc. – is anticipated or proposed, associated typical trip generation rates for each of those uses are assigned. Impact fees for commercial/industrial development, including non-profit uses such as churches, schools, and government buildings, are also based on trips generated with two adjustments. Fees are based on the trips generated by the development, adjusted first for pass-by or share trips, and then weighted according to their



**Needs Assessment and Impact Fee Update  
Roadway Needs Assessment**

anticipated location within the Village. The weighting factor reduces the trip impact to 5% of the estimated trips generated.

Cost estimates have been prepared to expand roads from current road width to minor collector roadway standards. The cost estimates are based on recent bids for roadway reconstruction projects in western Wisconsin. The cost estimate for 3<sup>rd</sup> Avenue has been adjusted to account for the proportional amount of the 2024-2025 LRIP MSID grant. The impact fee for roads is calculated by first dividing the expanded roadway improvement cost by a percentage of trips attributed to residential uses and a percentage attributed to commercial/industrial uses.

**Table 9: Calculation of Road Impact Fee**

Land Use Type	Average Trips per Day*	2020-2040 Additional Projections		
		Quantity	Trips per Day	% of Total
Residential – Single Fam	9.57/unit	63 New Units	603	49.4%
Commercial/Industrial	4.98/acre	124 Acres	617	50.6%
<b>TOTAL</b>			1,220	100.0%

\* Based on ITE Trip Generation Manual and trip generation rates for residential, commercial, and industrial land uses. The commercial/industrial trip rates are adjusted for pass-by or shared trips and weighted for location within the Village to 5% of the calculated trips. The calculated trips for C/I uses per ITE rates are 12,349 trips but are reduced to 617 weighted trips in the table above, considering the 5% location factor. Percentages are rounded.

The total cost eligible to be recovered through impact fees is \$387,166. The table above identifies the proportionate share of costs that can be imposed on residential impact fees is about 49.4%. The tables below calculate the impact fee for new residential development and commercial development within the village. The dollar amount to be divided among all future C/I development was weighted using the 5% location factor to arrive at about 50.6% of roadway costs to be allocated to this future C/I development. Within that amount, each new use will be assessed on a per trip basis, using each new use’s share of the actual 12,349 trips calculated.

**Table 10: Roadway Impact Fee**

Total Estimated Expansion Cost	<b>\$387,166</b>
Percentage of Cost for residential land use	49.4%
Subtotal	<b>\$191,260</b>
2020-2040 Additional Residential Units	63
<b>Impact Fee per REU</b>	<b>\$3,035.87</b>
(Percentages are rounded)	





**Needs Assessment and Impact Fee Update  
Roadway Needs Assessment**

**Table 11: Commercial / Industrial Road Improvement Impact Fee**

Total Estimated Expansion Cost	<b>\$387,166</b>
Percentage of Cost for com./industrial land	50.6%
<b>Subtotal</b>	<b>\$195,906</b>
Projected Commercial/Industrial Acres	124
Projected Commercial/Industrial Trips	12,349
<b>Impact Fee per C/I Trip</b>	<b>\$15.86</b>
(Percentages are rounded)	

Roadway impact fees for some typical uses are under these formulas are as follows:

- Light Industrial/Storage, 10,000 square feet: \$786
- Retail Use, 10,000 square feet: \$4,919
- Office, 10,000 square feet: \$1,544
- Gas Station/Convenience Store, 8 gas pumps: \$16,367
- Restaurant, 6,5000 square feet: \$9,829

***The impact fee for Roadways is recommended to be \$3,035 per Residential ERU.***



## **8 Parks and Recreation Needs Assessment**

### **8.1 Inventory of Existing Conditions and Identification of Future Needs**

Currently, the Village of Osceola has numerous existing parks and recreation facilities, as identified in the Village of Osceola Outdoor Recreation as approved by the Village Board on September 9, 2014. Table 7 shows the acreage of all parks within the Village based on the Outdoor Recreation plan:

**Table 12: Acreage of All Parks Within the Village**

<b>Park</b>	<b>Size (ac)</b>
Third Avenue Triangle Park	0.52
10th Avenue Triangle Park	0.005
Smith Park	2.61
Gateway Meadows	3.11
Ladd Memorial Park	0.63
Eric Park	0.75
Oakey Park	12.32
Millpond Park	2.55
Gristmill Park	0.27
Geiger Brewery Park	1
Schillberg Park	92
Cascade Falls, Wilke Glen	4.1
Osceola Eagle Bluff	17.54
Pheasant Run Parks	3.99
<b>Total Acreage</b>	<b>141.4</b>

This parkland listed does not include acreages at the school campuses, soccer fields, or nearby state/federal facilities.

The number and total acreage of parks within the Village of Osceola exceed the National Recreation and Park Association (NRPA) guidelines for number of parks per 1,000 population, and park acreage per 1,000 population for both current and projected population numbers. The Outdoor Parks and Recreation identifies several future expansion opportunities to the park system, but none are appropriate for impact fee assessment.

The Village did identify some proposed improvements attributed to new Village growth including:

- Schillberg Park Playground
- Gateway Park Development & Construction
- Park Signage and Wayfinding
- Smith Park Development & Construction



## 8.2 Parks and Recreation Impact Fee

Impact fee assessment for Parks and Recreation is determined using Total Households. Commercial/Industrial ERU's are not calculated, as those properties do not use Parklands.

**Table 13: Parks and Recreation Impact Fee**

Total Estimated Cost	\$185,000
Less Impact Fee Balance to-date	(\$67,944.96)
Total additional cost	\$117,055
<b>2040 Projected Households</b>	
	1,332
<b>Impact Fee per ERU</b>	<b>\$87.88</b>

*The revised impact fee for Parks and Recreation is recommended to be \$87 per Residential ERU.*



## **9 Recommended Fees and Implementation**

### **9.1 Summary**

The purpose of this study was to analyze and update the impact fees for the Village of Osceola by reviewing the previous Needs assessment document created March 2006. The same general methodology was utilized in the new study as the previous study, while figures and numbers were updated to reflect actual growth and usage. The report fulfills the public facilities needs assessment procedural requirement under Wisconsin Statutes §66.0617.

In order to determine the appropriate amount of the fees, the following analysis was performed:

- The previous Needs assessment document from March 2006 was reviewed.
- Facility inventory displayed in the previous document was verified and updated.
- Usage forecasts were updated regarding future demands in the Village.
- Costs of recommended projects were allocated to the proportionate share of facilities that are needed to serve new development during the planning period. ERU was used as a basis of comparing users for consistency with the previous Needs Assessment.
- Fees were calculated based on the analysis in the previous steps.

### **9.2 Recommended Impact Fee Schedule**

Based on the analyses described above, this study recommends that the Village revise its impact fee ordinance and impose impact fees for facilities as shown in the table below. These amounts recommend the maximum amount that the Village could impose, based on the application of Wisconsin Statutes 66.0617. The Village may choose to impose lesser amounts as a matter of policy.

Single-Family residential users will be charged based on the numbers in the table below. Water and Sanitary Sewer will be based on the sum of all meter sizes based on Table 6 and Table 8 in this report.

**Table 14: Recommended Impact Fees**

	<b>Equiv. Residential Unit (ERU)</b>	<b>Commercial / Industrial</b>
<b>Water Impact Fee</b>	\$579	\$579/ERU/meter size
<b>Sanitary Sewer Impact Fee</b>	\$2,857	\$2,857/ERU
<b>Library Impact Fee</b>	\$51	N/A
<b>Public Works Impact Fee</b>	\$483	\$1,746/acre
<b>Roadway Impact Fee</b>	\$3,035	\$15.86/trip
<b>Parks and Recreation Impact Fee</b>	\$87	N/A



### 9.3 Impact on the Availability of Affordable Housing

One of the requirements of Wisconsin Statute §66.0617 is to estimate the cumulative effect of all proposed and existing impact fees on the availability of affordable housing within the municipality. Although the fees are similar to the fees from the previous needs assessment, they may have an effect on affordability to those in the low-income brackets. The Village may wish to reduce or waive the impact fees for those units that can prove low-income benefit.

Per Table 9, the total impact fee for each REU is \$7,092. The following table outlines the effect of this fee on affordable housing based on a mortgage for a median home value in Osceola of \$270,000 and a median household income of \$45,691, assuming the entire cost of the fees is added to the home price. For a 30-year mortgage at 6% interest rate, adding the impact fee results in roughly 1.1 percent increase of household income that goes towards housing – from 54.3% of median household income to 55.4% of median household income. For lower cost housing and lower income households, the fees would be a proportionally larger share of the home price and the household income. See calculations in the following table.

**Table 15: Effect of Impact Fee on Affordable Housing**

Median House Value	\$270,000	
Median Household Income	\$45,691	
<b>Annual Cost of Housing:</b>		
Annual Mortgage Payment	\$19,615.21	30 years @ 6%
Estimated Property Taxes	\$3,186.00	
Estimated Insurance	\$2,000.00	
<b>Total Payment</b>	<b>\$24,801.21</b>	
<b>Impact Fee Added to Mortgage</b>		
Impact Fee Added to Mortgage	\$7,092	
Median Housing Value + Impact Fee	\$277,092	
Annual Mortgage Payment w/Impact Fee	\$20,130.43	30 years @ 6%
<b>Total Payment incl taxes and insurance (T/I)</b>	<b>\$25,316.43</b>	
<b>Mortgage Payment as % of Income</b>		
Mortgage Payment as % of Income	54.3%	
Mortgage Payment + impact fee as % of income	55.4%	
<b>Increase in % of income for housing</b>	<b>1.1%</b>	



## **9.4 Enacting the Impact Fee Ordinance**

Prior to amending a local ordinance to update impact fees on new development, a municipality must comply with the following procedural requirements:

1. Prepare a needs assessment for the public facilities for which it is anticipated that impact fees may be imposed. The public facilities needs assessment shall include the following:
  - a. An inventory of existing public facilities, including identification of any existing deficiencies in those public facilities, for which it is anticipated that an impact fee may be imposed.
  - b. An identification of new, improved or expanded public facilities that will be required because of new development, or the identification of excess capacity in existing public facilities that are used by new development. This shall be based upon an explicit level of service and standards.
  - c. A detailed estimate of the capital costs of providing or constructing the new, improved or expanded public facilities, including an estimate of the cumulative effect of all proposed and existing impact fees on the availability of affordable housing within the municipality.
2. Hold a public hearing prior to enacting or amending an ordinance to impose impact fees. The public facilities needs assessment must be available for public review for at least 20 days before the date of the hearing.

In order to implement the recommendations contained in this report and amend the impact fees for public facilities in the Village of Osceola, the following remaining steps must be taken:

- Present the findings of this report to the Village Board.
- Revise the existing impact fee ordinance to include the recommended changes to the impact fees.
- Publish a Class 1 notice in the Village newspaper prior to the public hearing as required under Wisconsin Statutes §66.0617(3). The needs assessment must be available for public inspection and copying at least 20 days prior to the public hearing as required under Wisconsin Statutes §66.0617(4)(b).
- Conduct a public hearing prior to amending the impact fee ordinance.
- After the public hearing, the Village Board may adopt the amended impact fee ordinance as recommended or adopt it with additional amendments.

## **9.5 Imposition and Collection of Fees**

Impact fees may be imposed on persons developing land, where development is defined as the creation of additional residential dwelling units or nonresidential uses that create the need for new, expanded or improved public facilities. In other words, development can mean the construction of a new residential or nonresidential building, or the expansion or remodeling of an existing residential or nonresidential building that results in a use that requires a higher demand for public services than the previous use.



## **Needs Assessment and Impact Fee Update Recommended Fees and Implementation**

The impact fees collected must be reduced to compensate for other capital costs imposed by the municipality to provide or pay for public facilities due to new land development. For example, if a developer is required to contribute land, facilities, or other items of value to provide a facility that a municipality would otherwise fund with impact fees, then the impact fee charged to the developer must be reduced proportionately.

### **9.6 Managing Impact Fees**

Impact fees must be placed into segregated accounts, meaning each type of fee has its own account. The impact fees and any interest earned on the account balance must be expended only for the facilities for which the fees have been imposed. Impact fees may be used to pay directly for project costs or may be used to pay for the debt service on bonds issued to finance a capital project.

In order to ensure that impact fees are not used to pay for more than the proportionate share of capital costs for facilities needed to serve new development, the public facilities needs assessment should be referenced when determining the amount of impact fee revenues to apply to facility funding. If a project is modified from what is detailed in the needs assessment, it may be necessary to review and update the needs assessment and impact fee ordinance.

Impact fees that are collected but are not used within a reasonable period of time after collection must be refunded to the property owner at the time of refund for which the impact fee was imposed. The current time limits are as follows:

1. Impact fees collected prior the adoption of this revised impact fees report must be spent in the timeline imposed under the original impact fee report.
2. Impact fees must be spent within 8 years of collection.

Once the Village adopts an ordinance amending the impact fees, the time limits for expending fees collected after the effective date of the amendment would be governed by that date.

It is recommended that the Village continue to take the following steps to ensure that impact fees are expended within the statutory time limits and that fees are properly applied to the projects shown in the public facilities needs assessment:

- Maintain a spreadsheet or other list of the amounts collected, showing the date paid, tax key, property owner, number of units, fee per unit, and total amount paid for each type of fee.
- Maintain a spreadsheet showing the projects funded through impact fees, by type of fee. At a minimum, it should show the year of the project, a brief description, total cost (including construction and legal, engineering, etc), the amount cash financed from impact fees, the amount borrowed, a debt service schedule and the share of debt service to be paid from impact fees. Ideally, this spreadsheet would also be linked to a sheet showing the balance of impact fee funds by account, showing payments made from each impact fee fund for cash financing and debt service payments.



## **9.7 Periodic Review**

It is further recommended that the Village increase the amount of the fees each year by an inflationary factor to make the fees more inter-generationally equitable, in that the amount of the fee paid by any new development is approximately equal to the amount paid in any other year, adjusted for inflation. The impact fees calculated in this report were based on numerous assumptions and forecasts in future development and service levels provided by the Village. The exact specifications of public facilities' design and costs may vary from the estimates developed through the analysis of this report. Therefore, it is recommended that the impact fees be reviewed on a consistent basis to adjust for changes in inflation, development trends or major changes in project plans, ideally on a schedule of every three to five years.





## APPENDIX A - ROADWAY EXPANSION COSTS

### 3RD AVENUE AND RIVER STREET STH 35 to 4th Street Minor Collector Roadway 575 L.F.

Item	Unit	Quantity	Unit Price	Total Price
Common Excavation	CY	256	\$15.00	\$3,833
8" Aggregate Base - Extra 8'	TN	259	\$15.00	\$3,879
3.5" Asphaltic Surface - Extra 8'	TN	118	\$90.00	\$10,646
1/2" Asphaltic Surface over 36'	TN	76	\$90.00	\$6,844
Storm culvert extension	LF	24	\$100.00	\$2,400
<b>Subtotal</b>				<b>\$27,603</b>
15% Contingency				\$4,140
10% Engineering and Admin				\$3,174
<b>TOTAL ESTIMATED COST</b>				<b>\$34,917</b>
*2024-2025 LRIP MSID grant: \$400,000 based on total length of 1,848 LF				
<b>Proportionate Amount:</b> 575 LF/1,848 LF = 0.31 x \$400,000 = \$124,000 x 22% extra width (8'/36')				<b>-\$27,280</b>
			<b>TOTAL</b>	<b>\$7,637</b>

### 68TH AVENUE STH 35 to 258th Street Minor Collector Roadway 4,400 L.F.

Item	Unit	Quantity	Unit Price	Total Price
Common Excavation	CY	3178	\$15.00	\$47,667
8" Aggregate Base - Extra 13'	TN	3216	\$15.00	\$48,239
3.5" Asphaltic Surface - Extra 13'	TN	1471	\$90.00	\$132,382
1/2" Asphaltic Surface over 39'	TN	630	\$90.00	\$56,735
Storm culvert extension	LF	150	\$100.00	\$15,000
<b>Subtotal</b>				<b>\$300,023</b>
15% Contingency				\$45,003
10% Engineering and Admin				\$34,503
<b>TOTAL ESTIMATED COST</b>				<b>\$379,529</b>

<b>TOTAL EXPANSION COST OF ROADWAYS</b>	<b>\$387,166</b>
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## **APPENDIX B: COMMERCIAL / INDUSTRIAL LAND USE TRAFFIC IMPACT**

Based on currently zoned commercial and industrial property in the Village of Osceola, it is anticipated that there will be 124 acres of commercial and industrial development. The breakdown is assumed as follows:

*Industrial:*

63 acres – General Light Industrial

*Commercial:*

35 acres – commercial retail

26 acres – general office uses

These assumed land uses are for estimating purposes only. Impact fees will be based on a formula tied to the traffic generation of each use and future development projects will be assessed based on their actual use and trip generation.

### **Background – Market Demand**

Development of land for commercial and industrial uses is closely tied to the accessibility of businesses to the markets they serve. Because the existing transportation system serving the Village of Osceola consists mostly of rural two-lane highways, access to sizable markets is limited. Therefore, commercial and industrial development within the Village of Osceola has been mostly related to serving the needs of the local population. Furthermore, because Osceola's household base is relatively small (under 1,300), the types of businesses that can be supported tend to be small as well.

The presence of mostly small businesses supported by the local population support the pass-by theory. Trips are adjusted to account for pass-by trips, where a trip going to a given destination passes by another use and turns in. Many commercial uses will have a pass-by factor, reducing their trip numbers compared to the raw ITE rates.

The roadway impact fees will be based on the proportion of traffic that can be assigned to various land uses. The accepted basis for estimating traffic is the Institute of Transportation Engineers (ITE) Trip Generation Manual, which assigns trip generation rates to various types of land use.

### **Background – Traffic Impact**

The size and construction of roadways is closely related to the amount of traffic on them. The roadway impact fees will be based on the proportion of traffic that can be assigned to various land uses. The accepted basis for estimating traffic is the Institute of Transportation Engineers (ITE) Trip Generation Manual, which assigns trip generation rates to various types of land use. We have used ITE figures in the analysis on the attached spreadsheet, with further adjustment to account for pass-by trips, where a trip going to a given destination passes by another use and turns in. Many commercial uses will have a pass-by factor, reducing their trip numbers compared to the

raw ITE rates.

In addition to the pass-by factor, a weighting factor was also applied to the trip numbers. This weighting factor is based the proximity of the available land to residential and other existing commercial and industrial properties.

**Traffic Impact / Trips Calculation**

Land Use	Units	Acres	Anticipated Sq. Ft.	Trip Rate*	Pass-by Trip Factor	Adjusted Trip Rate	Adjusted Trips (rounded to the nearest whole number)
Industrial	Varies	63	548,856	4.96	1.00	4.96	2,722
Specialty Retail	Varies	25	107,500	44.32	0.70	31.02	3,334
General Office	Varies	26	169,000	9.74	1.00	9.74	1,646
Gas/convenience**	Pump	5	Varies	322.50	0.40	129.00	1,548
Restaurant, high turnover		5	32,500	112.18	0.85	95.35	3,099
Single Family Resid.***	63			9.57	1.00	9.57	603

\* Trip rate for Specialty Retail, General Office and restaurant per 1,000 sq. ft.

Assumptions: Specialty Retail – 4,300 sf per acre  
 General Office – 6,500 sf per acre  
 Restaurant – 6,500 sf per acre

\*\*Trip rate for Gas/convenience per gas pump.

\*\*\* Trip rate for Single Family Residence per unit.

Weighting Factor (assumed reduction in impact of C-I trips on roadway projects)

	Trips	Weighting Factor	Weighted Trips	Percent of Wtd. Trips
C-I trips	12,349	5%	617	50.6%
Resid. trips	603	100%	603	49.4%
Total			1,220	

VILLAGE OF OSCEOLA  
POLK COUNTY, WISCONSIN

ORDINANCE NO. 2024 - ~~05~~

AN ORDINANCE TO AMEND THE VILLAGE CODE OF THE VILLAGE OF  
OSCEOLA, POLK COUNTY, WISCONSIN

The Village Board of the Village of Osceola, Polk County, Wisconsin, do ordain [Sections §§Chapter 134](#) of the Code of the Village of Osceola ~~are~~ amended to [read as follows](#):

**Chapter 134 Impact Fees**

§ 134-1. **Intent.**

This chapter is enacted to establish the mechanism for the imposition of impact fees upon development to finance the capital costs of acquiring, establishing, upgrading, expanding, and constructing public facilities that are necessary to accommodate such development. This chapter is intended to assure that development bears an appropriate share of the cost of capital costs necessary to provide such public facilities within the Village of Osceola as are required to serve the needs arising out of development, as well as to comply with § 66.0617, Wis. Stats. As provided in § 66.0617(2)(b), Wis. Stats., the Village of Osceola, by adopting this chapter, is not intending to limit its authority to finance public facilities by any other means authorized by law, including, without limitation, the means authorized by § 236.13(2) and (2m), Wis. Stats., and other applicable statutes or ordinances.

§ 134-2. **Definitions.**

- A. In this chapter, all words shall have the same meanings as set forth in § 66.0617(1), Wis. Stats. (~~2021-2022 2003-2004~~), subject to the following specific definition of terms:

**CAPITAL COSTS**

The capital costs to construct, expand or improve public facilities, including the cost of land, and including legal, engineering and design costs to construct, expand or improve public facilities, except that not more than 10% of capital costs may consist of legal, engineering and design costs unless the political subdivision can demonstrate that its legal, engineering and design costs which relate directly to the public improvement for which the impact fees were imposed exceed 10% of capital costs. "Capital costs" does not include other noncapital costs to construct, expand or improve public facilities or the costs of equipment to construct, expand or improve public facilities.

**CURRENT DEVELOPMENT**

Development which commences on or after the effective date of this chapter.

**DEVELOPER**

A person that constructs or creates a land development.

**IMPACT FEES**

Cash contributions, contributions of land or interests in land or any other items of value that are imposed on a developer by a political subdivision under this chapter.

**LAND DEVELOPMENT**

The construction or modification of improvements to real property that creates additional residential dwelling units within a political subdivision or that results in nonresidential uses that create a need for new, expanded or improved public facilities within a political subdivision.

**POLITICAL SUBDIVISION**

A city, village, town or county.

**PUBLIC FACILITIES**

Highways, as defined in § 340.01(22), Wis. Stats., and other transportation facilities, traffic control devices, facilities for collecting and treating sewage, facilities for collecting and treating stormwater and surface waters, facilities for pumping, storing and distributing water, parks, playgrounds and other recreational facilities, solid waste and recycling facilities, fire protection facilities, law enforcement facilities, emergency medical facilities and libraries, except that, with regard to counties, "public facilities" does not include highways, as defined in § 340.01(22), Wis. Stats., other transportation facilities or traffic control devices. "Public facilities" does not include facilities owned by a school district.

**PUBLIC WORKS**

Remodeling, improving, or building a public building that facilitates or maintains Public Facilities as defined above.

**SERVICE AREA**

A geographic area delineated by a political subdivision within which there are public facilities.

**SERVICE STANDARD**

A certain quantity or quality of public facilities relative to a certain number of persons, parcels of land or other appropriate measure, as specified by the political subdivision.

B. Additional definitions.

**COMMERCIAL AND INDUSTRIAL DEVELOPMENT**

All types of development in the Village other than residential development, which development creates a need for new, expanded or improved public facilities in the Village.

**DEVELOPMENT**

Shall have the same meaning as the phrase "land development" defined above.

## **RESIDENTIAL DEVELOPMENT**

A building or a portion thereof designed or used exclusively for residential occupancy by one family.

## **RESIDENTIAL DWELLING UNIT**

A building or a portion thereof designed or used exclusively for residential occupancy by one family.

## **EQUIVALENT RESIDENTIAL UNIT (ERU) RESIDENTIAL EQUIVALENT UNIT (REU)**

A unit of measure for impact fees equivalent to one residential dwelling unit. For purposes of calculating the public water or sewer impact fee for residential development, one ERU REU is equivalent to one dwelling unit. For purposes of calculating the public water or sewer impact fee for commercial or industrial development, one ERU REU is considered equal to the basic meter size of 5/8 or 3/4 inch. For purposes of calculating the parks and recreation impact fee, one ERU REU is equal to each separate dwelling unit. In all cases, the Village Administrator shall apply these standards to calculate the appropriate impact fee.

### **§ 134-3. Establishment of impact fees.**

The following fees are impact fees established by the Village pursuant to § 66.0617, Wis. Stats.:

- A. Public water and sewer impact fees pursuant to § **134-10** of this chapter.
- B. Public parks and recreation impact fees pursuant to § **134-11** of this chapter.
- C. Public [municipal buildingsworks](#) impact fees pursuant to § **134-12** of this chapter.
- D. Public library impact fees pursuant to § **134-16** of this chapter.
- E. Public roadway impact fees pursuant to § **134-17** of this chapter.

### **§ 134-4. Documentation.**

The Village has prepared an impact fee needs assessment for the impact fees identified under § **134-3** above, in compliance with the requirements of § 66.0617(4), Wis. Stats. This document shall be kept on file and available for public inspection in the office of the Village Clerk.

### **§ 134-5. Revenues.**

Revenues collected by the Village as impact fees shall be placed by the Village Treasurer in segregated interest-bearing accounts, and shall be accounted for separately from other funds of the Village. Impact fee revenues and interest earned on impact fee revenues may be expended by the Village only for the types of capital costs, as identified herein, for which the impact fees were imposed.

§ 134-6. **Time limit for expenditures.**

- A. The following shall constitute the maximum lengths of time subsequent to the collection of an impact fee during which the fee may be used by the Village for the planning, financing, acquisition and construction of the specified public facilities:
1. Public water and sewer facilities: seven years.
  2. Public parks and recreation facilities: seven years.
  3. Public ~~municipal buildings facilities~~works: seven years.
  4. Public roadways: seven years.
  - ~~3.5. Public library facilities: seven years.~~
- B. Fees collected by the Village and reserved under § 134-5 above, for public facilities and which are not used within the time period specified herein, shall be refunded to the persons who, at the time of the expiration of such time period, are the owners of record of the property upon which the impact fees were imposed.

§ 134-7. **Payment of impact fees.**

- A. Unless otherwise expressly provided herein, all required impact fees shall be paid in full before issuance of a building permit by the Village for any development to which the impact fee applies.
- B. Any impact fee imposed due to installation of a larger meter pursuant to § 134-10B shall be paid prior to installation of the larger meter.

§ 134-8. **Installment payments.**

The Village Board may authorize by resolution, either as a general policy or with respect to one or more of the identified public facilities or with respect to specific projects, the payment of impact fees in installments. If installment payments are authorized, interest shall be paid on the installment payments at the same rate then charged by the Village on installment payments for special assessments.

§ 134-9. **Appeals.**

- A. No appeal may be commenced pursuant to this section if any applicable impact fee or installment payment is delinquent. No impact fee payment obligation shall be suspended during the appeal process.

- B. Pursuant to § 66.0617(10), Wis. Stats., the only issues upon which an impact fee appeal can be raised are the following:
1. The amount of the impact fee imposed by the Village and paid by the developer.
  2. The method of collection of the impact fee.
  3. The purpose for which impact the Village expends fee funds.
- C. Appeals must be brought within 30 days of the earlier of:
1. The due date for payment of the applicable impact fee; or
  2. The due date of the first installment payment.
- D. The appellant shall pay a filing fee ~~of \$200~~ [as set by the Village fee schedule](#) at the time of filing of the appeal. The notice of appeal shall be filed with the Village Clerk.
- E. Following the filing of the notice of appeal, the Village Clerk shall compile a record consisting of the ordinance imposing the contested impact fee and a record of the management of the fees and expenditures made or proposed to be made of the impact fee. The Village Clerk shall transmit these documents to the Village Board. The Village Clerk shall also compile a report for each appeal in which the appellant is seeking a total or partial refund of the impact fee paid. This report shall specify the fiscal impact of a successful appeal on the Village. The fiscal impact report shall estimate whether it will be necessary for the Village to adjust impact fees or amend existing ordinances if there is a successful appeal.
- F. The Village Board shall hold a public hearing on the appeal, preceded by a Class 1 notice, providing fair opportunity for the appellant to be heard. The burden shall be on the appellant to establish that pursuant to the terms of this chapter, the impact fee at issue should not have been assessed. Following the close of the public hearing, the Village Board shall deliberate upon the matter. A decision shall be reached within a reasonable period of time after the holding of the public hearing. The Board reserves the right to perform any additional studies and engage in consultations to assist it in arriving at its decision.
- G. If the Village Board determines that the appeal has merit, it shall determine the appropriate remedy. These may include reallocation of the proceeds of the challenged impact fee to accomplish the purposes for which the fee was collected; refunding the impact fee in full or in part, along with interest collected by the Village thereon; granting the appellant the opportunity to make the impact fee payment in installments; or such other remedies as it deems appropriate in a particular case.

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



- A. A public water and sewer impact fee is hereby imposed on all development in the Village as specified by this chapter. With respect to property which is developed prior to annexation to the Village, this impact fee shall be deemed to be payable with 30 days of the effective date of its annexation and connection to Village water and sewer services.
- B. The public water and sewer impact fee is hereby imposed for any current or future development within the Village. The public water and sewer impact fee shall also be imposed on any existing development in which additional residential dwelling units are created or for which a larger water meter is installed, whether such installation is due to a modification of the development or not. Public water and sewer impact fees pertaining to development necessitating installation of a larger water meter shall be referred to in this chapter as a "larger meter fee" and shall be imposed based on the size of the new larger meter, subject to the credit described in Subsection F(2) below.
- C. The public water and sewer impact fee shall be calculated as set forth in the impact fee needs assessment referenced in § 134-4 of this chapter.
- D. The public water and sewer impact fee for residential development shall be \$2,907 ~~1,570~~490.00 and \$2417.00 ~~for~~respectively for each residential dwelling unit created by the development.
- E. The public water and sewer impact fee for commercial or industrial development shall be \$2,907 ~~1,570~~\$490.00 per ERU ~~REU~~, based on the number of REUs ~~ERUs~~ applicable to the particular meter size as specified herein for water and \$2857 per ERU ~~REU for sewer~~.
  - 1. The total public water and sewer impact fee for a particular commercial or industrial development shall be based on the sum of all size of the water meter sizes installed to service the development according to the following table of meter equivalents:

**Equivalent Meter Conversion**

<b>Meter Size (inches)</b>	<b>Number of <u>ERU</u> <del>REUs</del></b>
3/4 or 5/8	1
1	2.5
1.25	4
1.5	5
2	8
3	15
4	25

- 2. The impact fee for a particular development shall be determined by multiplying the applicable public water and sewer impact fee specified in Subsection E above by the number of ERU ~~REUs~~ as determined by reference to the table above.

F. Public water and sewer impact fees may be reduced or eliminated as follows:

1. Additions to existing buildings which do not involve the creation of additional dwelling units or the installation of additional or larger water meters shall not be assessed a public water and sewer impact fee.
2. A larger meter impact fee shall be reduced by the amount of any previous impact fee paid for that same meter installation. In the case of installment payments, the reduction does not include any interest paid.

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

- A. A public parks and recreation impact fee is hereby imposed on all residential development in the Village. With respect to property which is developed prior to annexation to the Village, this impact fee shall be deemed to be payable with 30 days of the effective date of its annexation to the Village.
- B. The public parks and recreation impact fee is hereby imposed for any current or future residential development within the Village of Osceola. The public parks impact fee shall also be imposed on any modification to an existing residential development that results in any additional dwelling units.
- C. The public parks and recreation impact fee imposed shall be calculated according to the impact fee needs assessment referred to in § 134-4.
- D. The public parks and recreation impact fee shall be ~~\$74,440~~ for each ~~ERU~~ REU.
- E. The total public parks and recreation impact fee shall be based upon the number of dwelling units created by the development.
- F. The public parks and recreation impact fee shall be equal to the impact fee per ~~ERU~~ REU as set forth in Subsection D above, multiplied by the number of dwelling units in a development.

§ 134-12. **Public ~~municipal buildings works~~ impact fee.**

- A. A public ~~municipal buildings works~~ impact fee is hereby imposed on all development in the Village of Osceola. The public ~~municipal buildings works~~ impact fee shall be imposed upon any residential development occurring on land subsequently annexed to the Village of Osceola as of the date of annexation of such land.
- B. The public ~~municipal buildings works~~ impact fee is hereby imposed for any current (as of the effective date of this chapter) or future development within the Village of Osceola. The ~~public buildings works~~ impact fee shall also be imposed on any modification to an existing residential development which results in any additional residential units.

- C. The public municipal buildingsworks impact fee imposed shall be calculated as set forth in the impact fee needs assessment referred to in § 134-4 of this chapter.
- D. The public municipal buildings works impact fee shall be \$595 for each REU.
- E. The public works impact fee shall be \$483 for each ERU. The public works impact fee for commercial or industrial development shall be \$1,746 per commercial/industrial acre.
- F. The public ~~municipal buildingsworks~~ impact fee shall be equal to the amount per ~~ERU~~ REU—set forth in Subsection D above multiplied by the equivalent meter conversions specified in § 134-10E.

**§ 134-16. Public library facility impact fee**

- A. A public library facility impact fee is hereby imposed on all development in the Village of Ocoola. With respect to property which is developed prior to annexation to the Village, this impact fee shall be deemed to be payable with 30 days of the effective date of its annexation.
- B. The public library facility impact fee is hereby imposed for any current (as of the effective date of this chapter) or future development within the Village of Osceola. The public buildings impact fee shall also be imposed on any modification to an existing residential development which results in any additional residential units.
- C. The public library facility impact fee imposed shall be calculated as set forth in the impact fee needs assessment referred to in § 134-4 of this chapter.
- D. The public library facility impact fee shall be \$43 for each ERU.

**§ 134-17. Public roadway impact fee**

- A. A public roadway impact fee is hereby imposed on all development in the Village of Ocoola. With respect to property which is developed prior to annexation to the Village, this impact fee shall be deemed to be payable with 30 days of the effective date of its annexation.
- B. The public roadway impact fee is hereby imposed for any current (as of the effective date of this chapter) or future development within the Village of Osceola. The public buildings impact fee shall also be imposed on any modification to an existing residential development which results in any additional residential units.
- C. The public roadway impact fee imposed shall be calculated as set forth in the impact fee needs assessment referred to in § 134-4 of this chapter.

D. The public roadway impact fee shall be \$2,568 for each ERU. The public works impact fee for commercial or industrial development shall be \$15.86 per trip generation.

§ 134-~~138~~. **Reduction in impact fee.**

The Village Board may, at its sole discretion, agree to lessen the amount of the impact fee imposed on a specific development to accommodate the construction of state- or federal-funded low- or moderate-income housing within the Village.

§ 134-~~149~~. **Modifications to impact fee structure.**

The fees established by this chapter shall be subject to modification by the Village Board, acting in accord with § 66.0617, Wis. Stats., at any time subsequent to the initial adoption of this chapter.

§ 134-~~1520~~. **Severability.**

If any section, phrase, sentence, or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion(s) shall be deemed separate, distinct, and independent provisions. Any such holding shall not affect the validity of the remaining portions of this chapter.

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

**VILLAGE OF OSCEOLA**

By: \_\_\_\_\_  
~~Brad Lutz~~Jeremy Bubur, Village President

Attest: \_\_\_\_\_  
Carrie Krentz, Clerk

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

## Village of Osceola, Wi

### CLIENT LIAISON:

Drew Lindh, PE  
Phone: (715) 304-0310  
Cell: (715) 338-5416  
dlindh@msa-ps.com

### DATE:

October 8th, 2024



Historic Cascade Falls

## CONCEPTUAL DESIGN FOR CASCADE FALLS PARK

The conceptual design process is progressing well, and we are nearing completion. MSA is currently waiting for some suppliers to provide the costs for bridges and boardwalks.

### Key Highlights:

**Phase 1:** Sidewalk Path and Pedestrian Hub, Overlook, Aluminum Stairs with landings,  
**Phase 2:** Upper Falls pedestrian bridge, Lower Falls pedestrian bridge with aluminum boardwalk  
**Phase 3:** Asphalt parking area, Pedestrian bridge crossing Osceola Creek, Aluminum boardwalk connecting to Eagle bluff trail.

### NEXT STEPS

- Finalizing the conceptual design based on the latest feedback and Fire Department review.
- Preparing detailed plan documents and cost estimates.
- Starting Phase 1 design services following the award of the Stewardship grant.

### NATIONAL PARK SERVICE GRANT

Our team and Village staff conducted a meeting with the National Park Service to discuss options and plans for Phase 3 of the Cascade Falls improvements. It was noted that there may be an option to apply for grants to assist in acquiring land for Phase 3. As directed by the Village Board, we can begin by contacting our National Park Service program manager to gather details on applicable grants and the current process.

## PROJECT UPDATE

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### CONCLUSION

We are excited about the progress made so far and are confident that the park renovations will become a cherished addition to the community. We will continue to keep you updated as we move forward with the next phases of the project. We plan to attend the November meeting to present the final conceptual design for Cascade Falls Park.

### COMPREHENSIVE PLAN AND CORP UPDATE

The Comprehensive Plan is heading to a public hearing at the November 6th Plan Commission meeting. Brian Wiedenfeld will be present to update the community on the final plan and seek a recommendation from the Plan Commission to the Village Board for approval. Village staff has sent out the 30-day notice in the newspaper, and the draft plan has been distributed to neighboring jurisdictions.

### UPCOMING MILESTONES

- Public Hearing on November 6<sup>th</sup> Plan commission meeting
- Village Board Comprehensive Plan adoption on November 12<sup>th</sup>

### AFG GRANT

As of September 23, 2024, FEMA has made 1,635 AFG awards totaling \$324 million. Unfortunately, the Village was not awarded their Vehicle Acquisition. MSA will be reaching out to FEMA to inquire about the scoring criteria for this round of applications. The FY2024 application cycle, is expected to open for applications in late October early September. MSA can reapply for the vehicle acquisition for \$2,500.

# Cascade Falls Overall Conceptual Master Plan

Village of Osceola, WI

August 2024



## PHASE 1:

- 1 Remove existing overlook + stairs
- 2 Proposed aluminum stairs + landings
- 3 Proposed mid-level observation area with (2) benches
- 4 Proposed “mill wheel” overlook with grated floor panels, bat boxes, + retaining wall
- 5 Proposed sidewalk, low retaining wall, and pedestrian safety fence
- 6 Proposed pedestrian hub with (4) benches, trash receptacle, plantings, + historical signage
- 7 Existing Watershed Cafe

## PHASE 2:

- 1 Proposed Lower Falls pedestrian bridge and aluminum boardwalk
- 2 Proposed Upper Falls pedestrian bridge

## PHASE 3:

- 1 Proposed pedestrian bridge
- 2 Proposed sidewalk connection
- 3 Proposed asphalt parking area
- 4 Proposed aluminum boardwalk

St. Croix River

Osceola Creek

2nd Ave

PHASE 3

PHASE 2

PHASE 1

State Hwy 243

State Hwy 243

State Hwy 243

State Hwy 243

Cascade St N

1st Ave

Cascade St N



# Cascade Falls Conceptual Master Plan - Phase 1

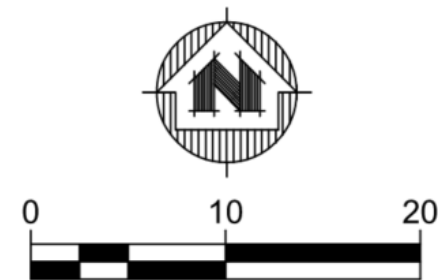
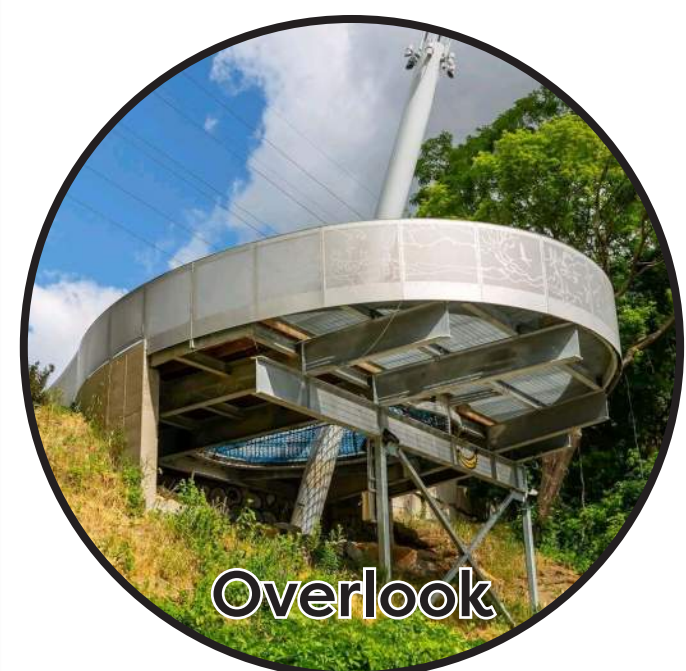
## Village of Osceola, Wisconsin

August 2024

### PHASE 1:

- 1 Remove existing overlook + stairs
- 2 Proposed aluminum stairs + landings
- 3 Proposed mid-level observation/rest area with benches
- 4 Proposed mill wheel inspired overlook with grated floor panels
- 5 Proposed bat boxes to be installed below the overlook
- 6 Proposed pedestrian safety fence
- 7 Proposed historical signage
- 8 Proposed retaining wall + overlook mounting structure
- 9 Proposed new sidewalk connection
- 10 Proposed pedestrian hub with benches, trash receptacle, + plantings
- 11 Proposed low retaining wall
- 12 Existing Watershed Cafe

### CHARACTER IMAGES:





# ENGINEER'S ESTIMATE OF PROBABLE COSTS

Cascade Falls Park

Phase 1

Village of Osceola, WI

DATE: 4/17/2024

ESTIMATE YEAR: 2024

MSA PROJECT #: 00523021

CONSTRUCTION YEAR: 2025

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION, BONDS AND INSURANCE	1	LS	\$ 60,000	\$ 60,000
2	TRAFFIC CONTROL & PROTECTION	1	LS	\$ 12,000	\$ 12,000
3	EROSION AND SEDIMENT CONTROL, SWPPP	1	LS	\$ 18,000	\$ 18,000
4	SITE MAINTENANCE AND RESTORATION	1	LS	\$ 36,000	\$ 36,000
5	DEMOLITION OF STAIRS	1	LS	\$ 24,000	\$ 24,000
6	REMOVALS	1	LS	\$ 18,000	\$ 18,000
7	CLEARING AND GRUBBING	1	LS	\$ 15,000	\$ 15,000
8	STAIRWAY COMPLETE	1	LS	\$ 505,000	\$ 505,000
9	OVERLOOK COMPLETE	1	LS	\$ 280,000	\$ 280,000
10	4-INCH THICK CONCRETE TRAIL W/ 6-INCH BASE	250	SY	\$ 150	\$ 37,500
11	RETAINING WALL	826	SF	\$ 75	\$ 61,950
12	CONCRETE STEP	100	SF	\$ 175	\$ 17,500
13	FENCE	210	LF	\$ 120	\$ 25,200
14	SIGNING	2	EA	\$ 2,400	\$ 4,800
15	SOLAR UNDER RAIL LIGHTING	200	LF	\$ 150	\$ 30,000
16	GRANULAR FILL	210	CY	\$ 30	\$ 6,200
17	CARNIVAL BENCH	6	EA	\$ 2,000	\$ 12,000
18	CARNIVAL TABLE	2	EA	\$ 6,000	\$ 12,000
19	CARNIVAL TRASH CAN	2	EA	\$ 2,400	\$ 4,800
20	BAT NESTING CONDO 2X2 BAT HOUSE	1	EA	\$ 3,845	\$ 3,845
<b>ESTIMATED CONSTRUCTION SUBTOTAL</b>					<b>\$ 1,183,795</b>
<b>ESTIMATED CONSTRUCTION COST ( 2025 )</b>					<b>\$ 1,183,795</b>
Grant Application					\$ 10,000
Preliminary Design					\$ 20,950
Design Engineering 10%					\$ 118,400
Construction Engineering 10%					\$ 118,400
<b>TOTAL ESTIMATED PROJECT COST:</b>					<b>\$ 1,451,545</b>

**Disclaimers & Assumptions**

- This estimate of probable cost is approximate. Actual construction bids may vary significantly from this estimate due to timing of bids, construction schedule restraints, labor rate increases, material increases, or other factors beyond the control of the estimator.



MSA Project Number: 00523027

This AGREEMENT (Agreement) is made effective October 8, 2024, by and between

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

Address: 11 E Marshall Street, Rice Lake, WI 54868

Phone: (715) 234-1009

Representative: Raine Gardner, PE

Email: rgardner@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 Cascade Falls Phase 1

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

**The schedule to perform the work is:** Approximate Start Date: October 14, 2024  
Approximate Completion Date: October 2025

**The estimated fee for the work is:**  
**Phase 1-2:** \$128,000.00 (Lump Sum)  
**Phase 3:** \$70,000.00 (time and materials)  
**Phase 4:** \$8,000 (time and materials)

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 (Task 1-2) and on a time and expense basis for construction (Task 3). Attachment B: Rate Schedule is attached and made part of this Agreement

**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: \_\_\_\_\_

Raine Gardner, PE  
Operations Leader

Date: October 2, 2024

**OWNER ATTEST:**

Carrie Krentz  
Village Clerk

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

John Langhans, PE  
Vice President

Date: October 2, 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"), 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.

(e) OWNER Provided Services and Information

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 18% 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.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

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.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

**12. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

**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 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.

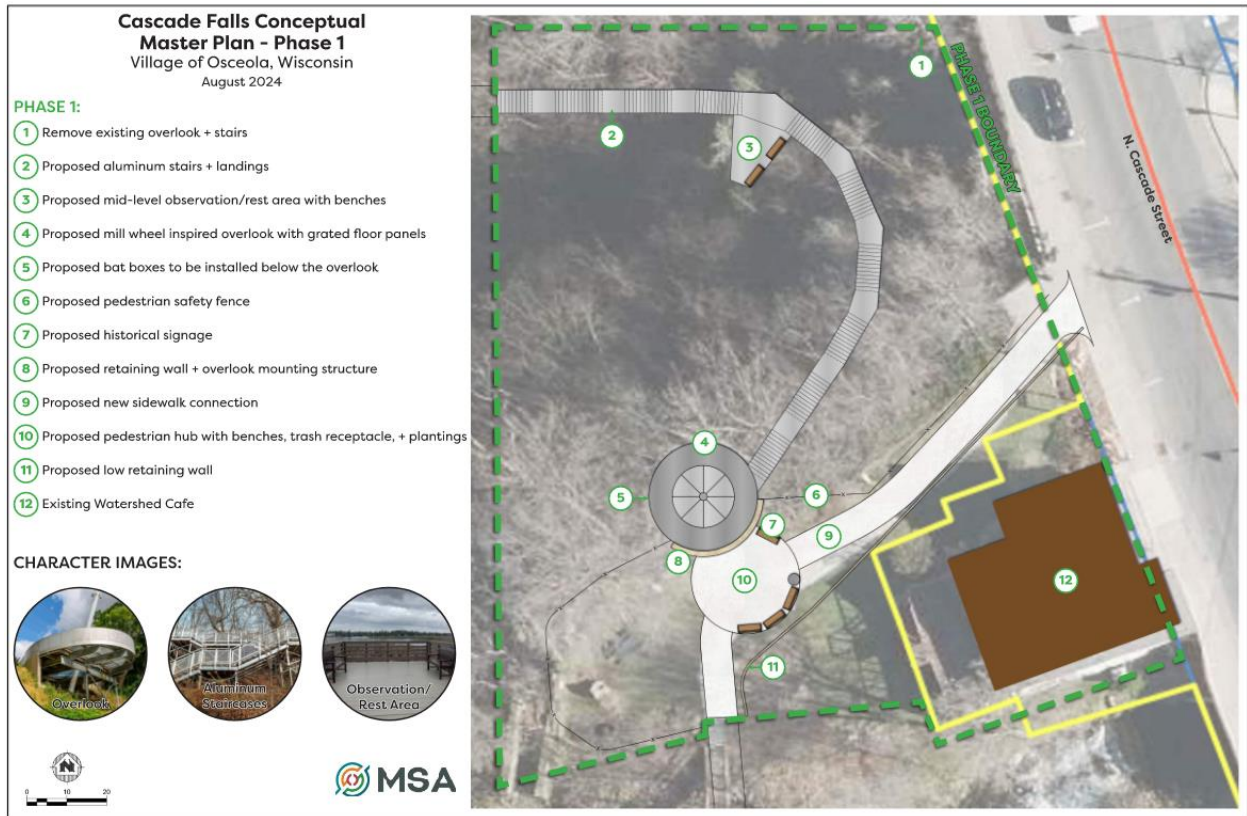
31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this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

**PROJECT DESCRIPTION**

The project includes professional design and construction administration services for the Cascade Falls Park Phase I Improvements as illustrated below. The Phase I Improvements to be designed / constructed include a mill wheel inspired cantilevered overlook (4), a staircase structure and midlevel observation area (2,3), pedestrian hub (10), sidewalk (9) and supporting elements to complete the design. The assumed Global Project Budget for Phase 1 is \$1,420,695. The Village received a WDNR Stewardship grant to help offset costs for this phase of the project.



Cascade Falls Park Phase I Improvements

**SCOPE OF SERVICES**

MSA will provide services as set forth below.

**PHASE 1 – Design Development and Construction Documents**

General Summary: Based on the concept plans completed as noted above, MSA will utilize these as the basis for design and build upon them to further design and develop the Phase 1 plan to accommodate the desired improvements to the parks. The work shall be carried out with the input and cooperation of the staff, applicable user groups, members of the community, and Owner and other agencies as required.



## TASK 1.1 – SCHEMATIC DESIGN

1. Complete a park site topographic survey for the park site applicable to the areas for site development per the concepts.
  - a) Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations for plan production
  - b) Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing public utilities in the area.
  - c) Topographic Survey: collect location and elevation data of existing features at the site within the Phase I limits
  - d) Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment for all utilities within the Phase 1 limits that are projected to be impacted by the improvements.
  - e) Wetland Assessment: MSA will review the site to consider if a delineation is required and will coordinate with the WDNR to confirm. A delineation and permitting would be additional to this project work.
2. **Meeting #1**: Organize and lead initial Kick-Off Meeting with the Owner and applicable stakeholders.
  - a) Review project goals.
  - b) Gather input from Owner staff and stakeholders on the concepts/schematic design.
  - c) Address/review site constraints and opportunities.
3. Upon the initial meeting, MSA will begin schematic design process for the project site, which will begin to build out the preliminary design to a 10-20% level.
4. Consider use of environmentally sensitive and maintenance-friendly design and materials.
5. Upon refinement of the design, MSA will meet with the Owner to review the designs. **Meeting #2**: Meet with the Owner and stakeholders to review the conceptual park plans.
6. MSA will solicit up to 3 geotechnical firm quotes for soil borings and associated report information to support the project design for the project site. The Owner will then enter into a direct contract with the selected firm to complete the work.
7. To assist in the design development phase, MSA will solicit up to 3 archeological firms to perform an assessment and complete a report as required by the State Historical Society, WDNR, and Grant requirements. MSA will preform a desktop environmental and historical review and if those results further investigation, MSA will assist the Owner with obtaining quotes from applicable companies to preform this work.
8. An initial wetland Investigation initial evaluation to assess site for presence of wetlands utilizing publicly available wetland and soils maps for as required for permitting. Wetland delineation is not included in our fee.
9. Assess site for presence of floodplain and floodway utilizing online Flood Insurance Rate Maps, any additional permitting or investigations is not included in our fee.
10. Based on Owner comments, updated design plans will be completed for use by the Owner to share with the Board and public and basis of design moving forward.
11. Updated global project budgeting and cost estimates will be developed to ensure the scope of the project complies with the budget with Grant application/award.

12. Schematic Design plans will be developed that will include:
- a) Existing Site Plan
  - b) Removals Plan
  - c) Proposed Site Plan
  - d) QA/QC reviews will occur at every stage/milestone of the project.

**DELIVERABLES:**

- Develop probable costs and construction cost estimates.
- Schematic Design drawings.
- Applicable Meeting Minutes.

**TASK 1.2 – DESIGN DEVELOPMENT**

General Summary: Once the preliminary design phase has been completed and reviewed by the Owner for comments, MSA will take those comments and begin the Design Development Phase. This phase of work will include:

1. Prepare design development drawings for illustrating the proposed size, structures, connectivity/coordination with other park components, landscaping, lighting, utilities, etc.
  - a) Title Sheet
  - b) Site Plan
  - c) Grading Plan
  - d) Structural Plans for overlook and prefabricated steps
  - e) Site and Stair Lighting Plans
  - f) Site Details
  - g) Erosion Control and Stormwater Management Plan and Details
2. Collect and review product data and initial material samples. Prepare outline specifications, including the products, materials and finishes of each component or system.
3. Prepare an updated construction cost estimate based on material take-offs.
4. Utility Coordination
  - a) Coordination and Communication
    - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
    - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
    - Provide utility companies with preliminary and final plans for the project.
    - Invite utilities to pre-construction meeting.
  - b) Coordinate utility service to project: Initial coordinate with utility company for service to the Phase I project area.
5. Begin permit process. The assumed required permits for these projects include:
  - a) WisDNR NOI or Ch. 30 Grading Permit
  - b) Army Corp of Engineers
  - c) Local Construction Site Erosion Control and Storm Water Management
  - d) Floodplain Project Review Documentation
  - e) MSA will start the discussions with the WDNR on the overall design and further determine if any additional permits are needed and shall be added to this scope of services.

6. **Meeting #3:** Meet with the Owner and stakeholders to review the design development progress/plans and receive input, decisions, and guidance.
7. Per the Owner comments, MSA will update the design and complete design development documents.

**DELIVERABLES:**

- Design Development Drawings
- Applicable Permit Applications
- Construction Cost Estimate
- Meeting Minutes

**TASK 1.3 – CONSTRUCTION DOCUMENTS**

General Summary: Provide final design, coordination and engineering necessary for construction document preparation to complete the construction drawings and specifications as suitable to secure competitive construction bids. The documents will need to be tailored to the applicable funding the Owner is hoping to secure for the project.

1. Finalize and submit the graphic Construction Drawings and written Project Specifications that will be used to bid and construct the improvements. The construction drawings will include:
  - Title Sheet
  - Site Removals Plan and Details
  - Site Layout Plan
  - Site Grading Plan and Details
  - Erosion Control Plan and Details
  - Landscaping Plan, Schedules, and Details
  - Site Amenity Plans and Details
  - Structural Stairs and Overlook Plans and Details
  - Site Lighting Plan and Details
2. Refine the detailed estimate of probable construction cost.
3. Finalize applicable construction permits and submit them to the review agencies and/or Owner.
4. Update any floodplain documents as necessary.
5. Provide an internal QA/QC review of all documentation.
6. **Meetings #4:** Meet with the Owner and stakeholders to review design and documentation progress and receive input, decisions, and guidance at 90% completion construction documents. Present overall plan to Owner for review and comment.
7. Refine construction documents and perform quality assurance/quality control (QA/QC) review.
8. Revise and resubmit the Construction Drawings and Project Specifications, as may be required, to facilitate Owner departmental approvals and permits.
9. Make minor revisions as necessary and complete the bidding documents per comments provide and review process.
10. Upon receipt of Owner approval of construction documented and cost opinion and Owner Board approval to release the project for bidding, MSA shall proceed to the bidding stage.

**DELIVERABLES:**

- Construction Drawings and Project Manual/Specifications
- Updated Construction Cost Estimate
- Meeting Minutes

**PHASE 2 – Project Bidding**

General Summary: Assist the Owner with obtaining bids and selection of a qualified contractor to construct the improvements. Prepare and release bid documents.

1. Assist Owner in Advertising and Soliciting for Bids
2. Administer Bid Document Distribution Process utilizing QuestCDN
3. Answer Bidder questions.
4. Issue written Bid Addenda as appropriate to clarify, correct, or change the bidding documents and answer bid questions
5. Conduct a Public On-Line Bid Opening
6. Assist Owner in evaluating bids and in assembling and awarding construction contracts, by reviewing the bids, tabulate the results and issue an Award Recommendation Memo to the Owner regarding the Contract.
7. Prepare the Notice of Award and Notice to Proceed, along with the final Owner/Contractor agreement.

**DELIVERABLES:**

- Award Recommendation Letter
- Notice of Award
- Owner/Contractor Agreement
- Notice to Proceed

**PHASE 3 - Construction Administration/Observation**

1. Task 3.1 – Construction Administration
  - a) Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
  - b) Facilitate a preconstruction meeting and incidental progress meetings.
  - c) Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
  - d) Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents. (assumed 42 hours)
  - e) Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate. (anticipated 5 applications)
  - f) Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
  - g) Prepare preliminary and final punch list (items to be completed or corrected), and Substantial Completion Certificate. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment (includes warranty documentation and lien waiver review).

2. Task 3.2 - Construction Staking
  - a) Provide one-time line and grade stakes for:
    - i) Overlook foundations
    - ii) Stairway foundations
    - iii) Pedestrian hub
    - iv) Sidewalk
    - v) Pavement
    - vi) Retaining Walls
    - vii) Site Boundary
  
3. Task 3.3 - Construction Observation
  - a) MSA will provide part time field observation of the construction to observe the progress and quality of the Contractor's work on the Project. Duties and responsibilities of the CO include:
    - i) Attend meetings with Contractor and job progress meetings as needed.
    - ii) Assist in communication between Engineer, Contractor and Owner, especially when additional information, interpretation, or clarification is needed regarding existing conditions or contract documents.
    - iii) Perform on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents. Assumed 100 hours including travel time to the site.
    - iv) Maintain and prepare a daily field report recording Contractor's hours and activities at the site.
    - v) Review applications for payment with regard to Work completed, and materials and equipment delivered at the Site. Assumed 5 pay applications total.
    - vi) Participate in visits to the Project to determine punch list items, and readiness for Substantial Completion and Final Completion. Assumed 8 hours for this work.
    - vii) Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records.

**DELIVERABLES:**

- Field Reports
- Pre-Construction Meeting Minutes
- Pay Applications and applicable Change Order Documents
- Preliminary and Final Punch Lists
- Project Record Drawings

**PHASE 4 – Grant Administration**

1. MSA will assist the Village with Stewardship Grant Administration which includes
  - a) Assist the Village with any pre-agreement documentation needed for the Stewardship Grant Agreement.
  - b) Coordinate with the WDNR with ongoing administration related to Stewardship Funding.
  - c) Review applications for payment and draft, review, and submit all disbursement requests on behalf of the Village based on funding eligibility.
  - d) Complete the Stewardship Funding project closeout.
  - e) This will be on a time and materials basis and as needed based on final Grant requirements.

## DELIVERABLES

- Grant Reimbursement Forms (up to 4 submitted to WDNR)
- Project Closeout Documents submitted to WDNR

## ITEMS SUPPLIED OR COMPLETED BY OWNER

1. Village Standard Details and Specifications to be used as part of the project if applicable.
2. Pay for any applicable permit fees. Most WDNR permit fees should be waived due to obtaining and utilizing the WDNR Stewardship Grant.
3. Direct contract with the geotechnical and archaeological.
4. Pay for reproduction of final Construction Documents
5. Provide local contacts for various coordination of work as necessary

## ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Assistance with acquisition of real estate and/or temporary or permanent easements
2. Survey mapping and monumentation
3. Other Funding applications and administration
4. Additional meetings not specifically listed in the scope.
5. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
6. Permit assistance related to surface waters and wetlands.
7. Floodplain Documents and permitting.
8. to Owner's electronic Geographic Information System to reflect changes from project.
9. Separate Bid Packages
10. Public Engagement and Meetings
11. Work outside the identified construction limits of this Phase I.
12. Environmental impacts discovered during design or construction.
13. Wetland Delineation and Associated Permitting

## PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
October 8, 2024	Owner approves Professional Services Agreement
October 14, 2024 (tentative)	MSA begins work
January 15, 2025	Preliminary Plans complete
February 28, 2025	Final Plans complete, Permit applications submitted
March 11, 2025	Board approval for plans and Ad for Bid, and release
April 3, 2025	Bid date
April 8, 2025 (Tentative)	Owner awards construction contract
May to October 2025	Construction
October/November 2025	Project Closeout

**ATTACHMENT B:  
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 75 – \$150/hr.
Architects .....	\$ 75 – \$215/hr.
Community Development Specialists .....	\$135 – \$185/hr.
Digital Design.....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration .....	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators .....	\$105 – \$130/hr.
IT Support .....	\$175 – \$195/hr.
Land Surveying.....	\$ 75 – \$185/hr.
Landscape Designers & Architects.....	\$ 75 – \$215/hr.
Planners.....	\$ 75 – \$205/hr.
Principals .....	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems .....	\$150 – \$200/hr.
Project Managers.....	\$150 – \$230/hr.
Real Estate Professionals .....	\$135 – \$165/hr.
Staff Engineers .....	\$ 75 – \$145/hr.
Technicians.....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator .....	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Specs/Reports.....	\$10
Copies .....	\$0.14/page
Plots .....	\$0.01/sq.in.
Flash Drive .....	\$10
GPS Equipment .....	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment .....	\$20/hour - \$2/hour for DOT
Dini Laser Level .....	\$85/per day
Mailing/UPS .....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle .....	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing .....	\$30/day
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter .....	\$30/hour
Drone Flight .....	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

## Description

### Village of Osceola to Craig and Tina Friedel

A parcel of land located in the SW1/4 of the SE1/4 of Section 26, T33N, R19W, Village of Osceola, Polk County, Wisconsin; being part of Outlot 2 of the Plat of Gateway Meadows; described as follows:

Commencing at the S1/4 corner of Section 26; thence S89°46'21"E, along the south line of the SE1/4 of said Section 916.02 feet; thence N00°13'39"E 327.88 feet to the point of beginning; thence N43°53'33"W 118.77 feet to the easterly line of Ladd Lane, being a point on a 172.00 foot radius curve, concave northwesterly, whose central angle measures 0°56'42", whose chord bears N65°32'02"E and measures 2.84 feet; thence northeasterly along said easterly line and the arc of said curve, 2.84 feet to the southerly line of Lot 135 of the Plat of Gateway Meadows recorded at the Polk County Register of Deeds Office; thence S43°53'33"E, along said southerly line, 109.16 feet to the easterly line of said lot; thence N47°17'09"E, along said easterly line, 62.99 feet to the northerly line of said lot; thence S48°24'01"E, along the easterly extension of said northerly line, 7.52 feet; thence S46°13'13"W 66.24 feet to the point of beginning. Described parcel contains 0.02 acres (828 Sq. Ft.).

Parcel is subject to all easements, restrictions and covenants of record.



# CERTIFIED SURVEY MAP

LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 26, T33N, R19W,  
VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN; BEING LOT 135 AND PART OF OUTLOT 2  
OF THE PLAT OF GATEWAY MEADOWS.

**PREPARED FOR:**




CRAIG FRIEDEL  
TINA FRIEDEL  
420 LADD LN  
OSCEOLA, WI 54020

**SURVEYOR**

MICHAEL ERICKSON  
FOUR SEASONS LAND SURVEYING, LLC  
848 WILLOW RIVER DRIVE  
HUDSON, WI 54016

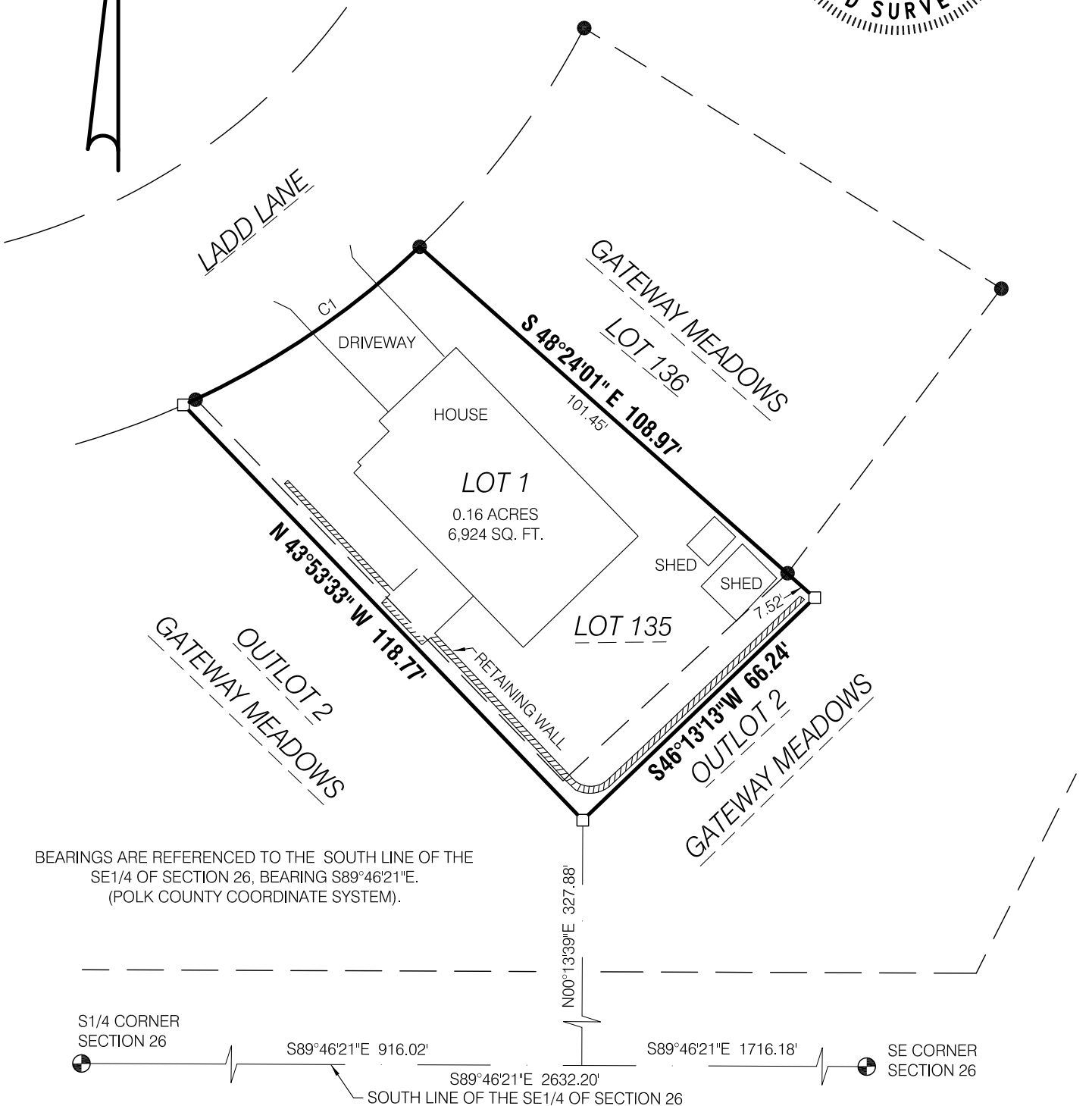
**PRELIMINARY**

**LEGEND**

-  POLK COUNTY SECTION CORNER, POSITION VERIFIED WITH WITNESS MONUMENTS OF RECORD OR MONUMENTED AS NOTED.
-  1 5/16" O.D. IRON PIPE FOUND
-  3/4" X 18" IRON REBAR SET WEIGHING 1.50 LBS. PER LINEAR FOOT



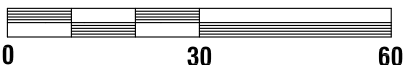
**N**



CURVE DATA TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	172.00'	19°36'41"	N56°12'02.5"E	58.59'	58.87'	N66°00'23"E	N46°23'42"E

SCALE IN FEET 1" = 30'



THIS INSTRUMENT DRAFTED BY MICHAEL ERICKSON

JOB NO: 24-92 DWG: CSM  
DRAFTED: 6/19/24 FIELD: 6/13/24

# CERTIFIED SURVEY MAP

LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 26, T33N, R19W,  
VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN; BEING LOT 135 AND PART OF OUTLOT 2  
OF THE PLAT OF GATEWAY MEADOWS.

## SURVEYOR

MICHAEL ERICKSON  
FOUR SEASONS LAND SURVEYING, LLC  
848 WILLOW RIVER DRIVE  
HUDSON, WI 54016

## PREPARED FOR:

CRAIG FRIEDEL  
TINA FRIEDEL  
420 LADD LN  
OSCEOLA, WI 54020

**PRELIMINARY**

## SURVEYOR'S CERTIFICATE

PID #: 165-00844-0135 and 165-00844-0230

I, Michael J. Erickson, Professional Wisconsin Land Surveyor, hereby certify that by the direction of Craig Friedel, I have surveyed, mapped and described the parcel of land which is represented by this Certified Survey Map; that the exterior boundary of the parcel of land surveyed and mapped is described as follows:

A parcel of land located in the SW1/4 of the SE1/4 of Section 26, T33N, R19W, Village of Osceola, Polk County, Wisconsin; being Lot 135 and part of Outlot 2 of the Plat of Gateway Meadows; described as follows:

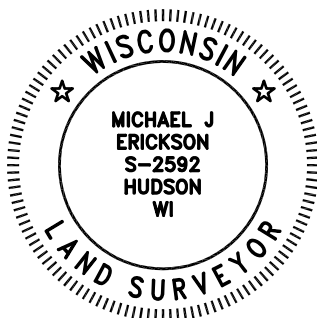
Commencing at the S1/4 corner of Section 26; thence S89°46'21"E, along the south line of the SE1/4 of said Section 916.02 feet; thence N00°13'39"E 327.88 feet to the point of beginning; thence N43°53'33"W 118.77 feet to the easterly line of Ladd Lane, being a point on a 172.00 foot radius curve, concave northwesterly, whose central angle measures 19°36'41", whose chord bears N56°12'03"E and measures 58.59 feet; thence northeasterly along said easterly line and the arc of said curve, 58.87 feet to the northerly line of Lot 135 of the Plat of Gateway Meadows recorded at the Polk County Register of Deeds Office; thence S48°24'01"E, along said northerly line and the easterly extension of said northerly line, 108.97 feet; thence N46°13'13"E 66.24 feet to the point of beginning. Described parcel contains 0.16 acres (6,924 Sq. Ft.).

Parcel is subject to all easements, restrictions and covenants of record.

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

Michael J. Erickson, P.L.S. #2592

Date



**Village of Osceola**  
**Administrator Performance Review Form**

**Administrator Name:** Devin Swanberg

**Trustee Name:** \_\_\_\_\_

**Evaluation Calendar Year:** 2024      **Evaluation Date:** \_\_\_\_\_

**Instructions**

Village Trustees and the Administrator should complete this evaluation in advance of the Board's October 2024 Budget Workshop meeting, and bring the completed form with them to the meeting.

During the meeting, and in discussion with the Administrator, the Board will deliberate and decide upon a final score for the Administrator's performance on each of the job criteria listed below. Final full-Board scores will be added together and put into the formula provided in the Score Table, creating a final, full-Board evaluation result for the Administrator.

The full-board score, along with the individual Board member evaluation forms, will be put into the Administrator's permanent staff file.

**Job Criteria Tables**

**Criteria 1: Job Knowledge**

SCORE	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	Relies on others constantly. Requires assistance and frequent repetitive instruction. Does not understand aspects of the job.	Understands some aspects of the work, but is often unable to complete assignments. May need learning opportunities and improvement because of newness on the job.	Understands how to perform nearly all aspects of the job. Able to work on unstructured assignments.	Thorough knowledge of most phases of the work. Very knowledgeable of most aspects of related work and other related departments' work.	Broad, exceptional knowledge and skill. Understands why job functions are performed and the inter-relationships with other jobs. Keeps abreast of trends, developments, and/or new concepts that may improve job function.

**Criteria 2: Relationship with peers, supervisors, and elected officials**

SCORE	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	Indifferent about the work, department and/or the Village. Often complains, causes friction, behaves negatively toward others. Resents change or new ideas and concepts.	Does not consistently display a positive outlook with regard to the work, department and/or the Village. May display emotions sufficient to disrupt others. Lacks appropriate tact or seems uncaring.	Is positive in attitude and demeanor. Is even-tempered and tolerates difficult situations without hindering work performance. Has understanding and respect for department and Village initiatives. Willingly assists others when asked.	Accepts responsibility and accountability for work assignments and problems that arise. Supports department and Village initiatives. Relates very well with elected officials, co-workers and management. Can be relied upon to take initiative in support of others and helps when needed.	Outstanding rapport with others. Shows great concern for the work and the success of the department and the Village. Demonstrates true consideration of others' opinions and contributions. Routinely volunteers or is assigned to special committees or teams

**Criteria 3: Decision making/judgement**

SCORE	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	Does not demonstrate ability or desire to evaluate situations and make decisions. Will not take responsibility for actions and depends nearly exclusively on others to solve problems. Does not realize consequences of actions.	Has difficulty with identifying issues. Needs improvement in gathering facts, comparing alternatives and providing solutions for those issues that have been identified. Shows poor judgment and requires close supervision. May be too new to offer effective decisions or evaluate alternatives.	Demonstrates the ability to recognize problems, gather information, evaluate alternatives and propose appropriate solutions. Able to make decisions and actions of a routine nature that are correct.	Has ability to make difficult decisions and demonstrates well-thought-out solutions to problems in a timely manner. Understands consequences of actions. Can be relied upon to make good decisions consistently.	Makes prompt, effective decisions with limited information. Takes responsibility for decisions, recognizes emerging problems, and promptly evaluates alternatives with consideration for short- and long-term consequences.

### Criteria 4: Quality of work/attendance

SCORE	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	Work is of very poor quality, sloppy, and inconsistent. Leaves routine tasks incomplete or does not follow up on issues. Requires substantial supervision and direction. Frequent tardiness or absence from work. Poor attendance record which impacts work quality.	Does not consistently produce work to meet expectations. Occasionally is careless about producing quality work product. Makes recurrent errors.	Produces work of good quality. Meets standards and expectations for the job. Is accurate, thorough, and work is complete. Can be relied upon to complete assigned responsibilities in a timely manner. Requires only routine supervision or direction. Occasionally has absence or tardiness. Respects the leave policies and uses time off appropriately.	Work is of high quality. Rarely makes errors. Exceeds normal requirements for the job. Dependable and steady in completing assignments. Works with minimal supervision. Can be relied upon to check the work of others. Manages excused absences.	Work far exceeds standards for the job. Superior ability to be accurate, neat and thorough. Recognizes the broader implications of a project; goes beyond what is expected. Is relied upon to complete work with little or no direction. Rarely has an attendance or tardiness issue. Manages excused absences.

### Criteria 5: Initiative

SCORE	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	Relies far too much on the help of others in finding answers and solutions to problems. Is not an active participant in group work. Avoids taking on new tasks or projects.	Needs a better understanding of the importance of discovering answers and solutions independently. Only occasionally works independently.	Effectively uses resources before seeking the help of others. Provides ideas on own responsibilities as well as others'. Works well independently, when necessary.	Welcomes the opportunity to learn new concepts and strategies within area of expertise. Knows when to seek answers and solutions independently before asking for help.	Seeks out opportunities to grow and develop professional skills and knowledge. Often provides creative ideas and innovative actions to create efficiencies. Works with minimal or no supervision.

### Criteria 6: Adaptability/Flexibility

SCORE	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	Uncooperative and unwilling to assist when faced with new responsibilities, work practices or changes to the work environment.	Slow to adapt to change. Reacts grudgingly to new ideas or concepts.	Usually adapts to new ideas, responsibilities and changing conditions to meet requirements.	Ability to adapt to changing circumstances and handle stress. Is open-minded. Listens to suggestions and is willing to admit mistakes.	Willing to adapt to change and to promote change where needed. Remains calm and is able to function under pressurized or frustrating circumstances. Can be involved in many projects simultaneously.

### Criteria 7: Communication Skills

SCORE	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	Does not communicate clearly. Has difficulty articulating thoughts. Poor listener. Unacceptable responses to public and/or peers.	Lacks consistency in clearly and concisely conveying information. May have difficulty in formulating message. Written work is poor. May be too new to the position to be able to clearly convey job related information.	Ability to clearly and concisely convey ideas and information most of the time. Written products are neat, understandable, and follow applicable guidelines.	Communication skills are well established. Ability and experience shows consistently through solid communication efforts.	Exceptional communicator. Displays writing confidence and enthusiasm. Is articulate and convincing in oral and/or written work. Careful listener. Provides appropriate and concise responses to public and/or peers

### Criteria 8: Customer Service

SCORE	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	Demonstrates little or no interest in assisting customers to determine their needs. Frequently abrupt or even rude.	Provides assistance only upon request. Inconsistent in efforts to satisfy customer needs. Indifferent at times.	Shows interest in helping customers. Can be relied upon to provide satisfactory service and please customers. Is courteous and helpful to both internal and external customers.	Makes every effort to solve basic problems and address needs. Very professional and polished when dealing with customers.	Consistently makes a sincere effort to successfully satisfy the customer needs. Is relied upon to assist customers and resolve the most difficult problems. Demonstrates service leadership.

**Score Table**

Add all ratings from the tables above together, and divide by eight (8), the total number of criteria used to evaluate performance.

Total Points Awarded	Divided by	Number of Criteria	Total Score
(Max of 40)	/	(8)	
	/	8	

**Scoring Ranges and Definitions**

**Score of 4.85 - 5: Exceptional** *(This individual excels in all aspects of the work.)*

Employee is consistently exceptional in nearly all phases of the work. Creative and innovative problem solver. Shows superior judgment and self-motivation. Rarely misses a stated goal. Unlikely to be able to perform the function better. Superiority in performance should be clearly evident to peers.

**Score of 4.5 - 4.84: Exceeds Expectations** *(This individual exceeds many performance expectations.)*

Employee often exceeds expectations for the work. Uses initiative to solve complex or unique problems in their functional area. Thoroughly understands the work and produces favorable results. Effectively copes with unexpected situations and heavy workloads. This individual is an effective self-starter who sees opportunities and pursues them.

**Score of 3 - 4.49: Successful** *(This individual meets performance expectations and standards for the work.)*

Performance is consistently at levels which should be expected from well-qualified, experienced and properly motivated employees. Employees performing at this level are considered to be meeting the expectations of the work and its responsibilities. This individual normally performs under limited supervision. Performance at this level is typical in well-managed organizations.

**Score of 2.5 - 2.99: Needs Improvement** *(Performance expectations are not consistently met.)*

Performance is below the minimum requirements for the position. The employee may meet some of the job criteria but results are below expectations. (For example, problems may be caused by a lack of judgment or inconsistent follow-through.) Needs coaching to avoid problems and improve performance. Performance improvement opportunities exist and targets for improvement should be established. ~ OR ~ Because of inexperience, newness to the position or an extended learning curve, employee has not yet met the expectations for the work. This is not a reflection on the individual's ability or potential to perform, but an indication that there is more to learn to meet the performance expectations on this job before the next performance appraisal.

**Score of 2.49 or below: Unacceptable** *(Expectations of performance are not being met.)*

Performance is clearly below acceptable levels. Work is occasionally performed adequately, but lacks consistency and requires constant direction and supervision. Employee deals poorly with situations that are fairly routine. Retention of employee is dependent upon immediate improvement of performance. A Work Performance Improvement Plan should be implemented. Either a formal probation or disciplinary action may also be considered.