

NOTICE
VILLAGE OF OSCEOLA
REGULAR BOARD MEETING

Date: November 12, 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 October 8, 2024
 - ii. Special meeting dated October 30, 2024
 - b) Licenses and Permits:
 - i. Operator's Licenses
 - a. Cathy Morelli – Cascade BP
 - b. Emily Prokosch – Osceola Lanes
 - ii. Special Event Permits
 - a. Osceola Firefighters Ball
 - c) Board, Committee, Commission and Agency Reports:
 - i. Admin & Finance October 3, 2024 (Committee approved November 7, 2024)
 - ii. Library Board September 12, 2024 (Commission approved October 10, 2024)
 - iii. Planning Commission September 3, 2024 (Commission approved November 6, 2024)
 - iv. Planning Commission September 12, 2024 (Commission approved November 6, 2024)
 - v. 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. Police
 - ii. Public Works
 - iii. Utilities
 - iv. Library
 - v. Fire
 - vi. Building Inspection
 - vii. Administration
 - b) Chamber of Commerce/Mainstreet – n/a
6. Other business – discussion and possible action re:
 - a) 2023 Audit Review - Clifton Larson Allen

- b) MSA Professional Services
 - i. MSA Project Update
 - ii. Update and Adopt the Comprehensive Plan per Ordinance #24-06
 - iii. MSA Contract for AFG Re-Application
 - c) Simmon Drive Change Order #1 review and approval
 - d) Albrightson Pay Application – Simmon Drive
 - e) New Sweeper – CIP Public Works
 - f) 2024 1-Ton with Plow – Public Works
 - g) Adopt Ordinance #24-05 to amend Chapter 134 Impact Fees and approve Resolution #24-15 to update Fee Schedule with new Impact Fees
 - h) Fire contract with the Town of Farmington
 - i) Approval of the Fire Chief Job Description
 - j) 2025 Budget update
7. The Board may consider going into closed session pursuant to Wisconsin Statute §19.85(1)(e) to deliberate or negotiating the purchase of public properties, the investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session. This pertains to 2nd avenue parking lot.
 8. The Board may continue in closed session 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 review of the administrator.
 9. The Board will come out of closed session proceedings and may act on items discussed in closed session.
 10. Future agenda items and updates
 11. Adjourn

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

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

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

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

VILLAGE OF OSCEOLA
REGULAR BOARD MEETING PROCEEDINGS
October 8, 2024

The Village of Osceola met for a Regular meeting on October 8, 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, Van Burch and Neil Kline
Staff present: Devin Swanberg, Carie Krentz, Ann Miller, Todd Waters, Andrew Bach, Paul Elfstrom and Joey Cutts

Motion by Maki and seconded by Pedrys to approve the agenda.
Ayes-7 Nays-0 Motion carried

Motion by Pedrys and seconded by Hovey to approve the consent agenda.
Ayes-7 Nays-0 Motion carried

Public input and ideas (Limit 5 minutes per speaker)
n/a

Reports: Staff reports

Fire: Elfstrom stated runs for the month of September were 13 runs total, 6 in Village of Osceola and 7 in Town of Farmington and reviewed his memo.

Police: Bach stated the PD generated 315 calls, 41 incidents and traffic reports with 1 arrest and 1 criminal referral. Officers had 56 traffic stops and issued 24 municipal citations. St. Croix Falls responded 9 times and September 30th was last day of contract. Proceeded to review his memo to the board. Reminder Coffee with a Cop begins again in October.

Public Works: Waters reviewed his memo to the board.

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

Library: Miller reviewed Library Director memo.

Building Inspection: Swanberg stated 3 new home last month for a YTD of 9 new home permits compared to 4 this time last year. Last year we were at \$3.8M and to-date we are at \$10.6M for total value of new construction.

Administration: Swanberg working on new fire contract with East Farmington, working with a few developers on both commercial and residential projects. Staff is currently in the Budget process and waiting to see the 2023 Audit and getting for the November 5th election and mentioned in-person early voting begins on Tuesday, October 22nd and goes through Friday, November 1st.

Chamber of Commerce/Mainstreet: Wyatt Yager reviewed memo to the board.

Public Hearing – Needs Assessment and Impact Fees Update

President Lutz opened the public hearing at 6:26 pm. No one spoke on the topic and Lutz motioned to close public hearing, seconded by Sine.
Ayes-7 Nays-0 Motion Carried

Swanberg reference his memo along with Caruso’s memo to recommend maximum allowable Impact Fees. If the maximum is approved the ordinance approval will wait until November’s meeting to make sure it’s presented in completion for approval. This recommendation is based on our specific community’s needs, not compared to other communities. Discussions on the full increase and fees for PW building. PW building falls under Highways, as defined by State Statue 340.01(22) which covers where all equipment/maintenance vehicles are being kept. Fees will take effect as of January 1, 2025.

Motion by Pedrys and seconded by Burch to direct staff to create ordinance based on the Needs Assessment and Impact Fee Update dated August 28, 2024 for the amount of \$7,092.
Ayes-5 Nays-2 (Sine & Kline) Motion carried

**Other business – discussion and possible action re:
MSA Professional Services – MSA Project Update**

Swanberg stated last month the Village was awarded with DNR Stewardship Grant which is a match grant up to \$710K for the Cascade Falls project next summer. MSA is the firm used for conceptual plan, phase plan and grant application. At this time we only have \$400K set aside in our CIP for this project next year. Swanberg is actively looking for additional funding sources to reach the match amount. Currently the estimated total project costs exceeds what we have budgeted.

Drew Lindh with MSA, reviewed the conceptual design plan for Cascade Falls Park. The Plan is almost complete, waiting for some costs to come back and finalizing Phase 3 due to waiting for Fire Department feedback. Highlighted the first phase of project. Discussion on the conceptual design and total costs, areas to reduce total costs. The project needs to be closed by June of 2027 unless request an extension. Swanberg stated that from discussions looking to make Cascade Falls Park a prime park for our Village. He is working with Horst Foundation and National Parks Service for ideas for funding. National Park Service is interested in Phase 3 of park. Lindh continued to review Phase 2 and Phase 3. Next step is move forward with Phase 1 design services. More discussion on funding, Swanberg stated we haven't even seen or signed the grant agreement meaning still in the early stages.

Lindh updated Board that Village did not receive FEMA grant funds for a new fire vehicle and feels we should go back out for 2024 FEMA funding.

MSA Professional Services – Design Services for Cascade Falls Phase 1

Lindh agreement in front of board today because looking at completion date of next year, October 2025. To meet that date Lindh would need to move forward with a survey and begin process for timeline of construction and completion. Phases listed on agreement are the same as phases on conceptual design – these phases are all within actual design of Phase 1. Phase 1 is the design and permits and subconsultants to save costs. Phase 2 is going out for bids, Phase 3 construction services and Phase 4 grant administration. Discussion on costs and timeline. Swanberg is recommending approving design service agreement with MSA tonight to begin moving forward on project.

Motion by Sine and seconded by Maki to approve agreement with MSA Professional Services for Cascade Falls Phase 1 as presented. Ayes-7 Nays-0 Motion carried

Approval of Lot Survey – Parcel #165-00844-0135 & #165-00844-0230, Gateway Meadows

Swanberg looking for approval of the survey requested by attorney.

Motion by Lutz and seconded by Sine to approve Lot Survey for Parcels #165-00844-0135 & #165-00844-0230 as presented. Ayes-7 Nays-0 Motion carried

New Process for Administrator Review

Kline stated after last meeting looking for clarification for process and form for process to review performance of the administrator. Discussion on 360 review, to include department heads, board and administrator as well as closed session in November. It was decided that members should reach out to department heads for their input, use form in packet and have closed session will happen without administrator and then will include administrator in November.

Motion by Hovey and seconded by Pedrys to go into closed session proceedings at 7:40 p.m. 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 specific public business, whenever competitive or bargaining reasons. This pertains to 2nd Avenue parking lot.

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

Back in open session at 8:13 pm.

Future agenda items and updates

Burch – review ordinance to reference to village property for selling adjacent property.

President Lutz adjourned the meeting at 8:15 pm.

Respectfully submitted by
Carie Krentz, Village Clerk

DRAFT

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

The Village of Osceola met for a Special meeting on October 30, 2024, at Village Hall. Village President 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/Others present: Devin Swanberg, Tanya Batchelor, Carie Krentz, Todd Waters, Rick Caruso, Andrew Bach, Paul Elfstrom, Joey Cutts, Deb Rose and Joe Greene

Motion by Burch and seconded by Maki to approve agenda.

Ayes-6

Nays-0

Motion carried

Other Business – Discussion and possible action re:

2025 Budget Workshop

Swanberg started by asking for a special meeting to approve final budget to be held on Wednesday, December 4th at 6:00 pm and was agreed by all.

Swanberg began by going over the Summary budget of General Fund, touching on insurance savings, sale of land and interest earned. Continued into Admin highlighting 10% of administrator’s salary will be covered by TIDs, overall a slight decrease compared to 2024, savings in new phone system.

Airport was reviewed next and Greene, Airport Commission member, stated a new \$10K admin fee was added to their budget, which he feels hampers their overall budget. Asking for this to be removed. Swanberg stated that admin staff does a lot of work for Airport, such as hangar lease payments, renewals, fire inspections, commission packets and all account payables. If manager was willing to take on more of these tasks wouldn’t be as large. The fee is much lower if they had to contract to do these services. This fee is also charged to other departments where services are used. Board asked for a more accurate budget and amount admin staff is doing.

No discussion on court budget. Swanberg highlighted Fire Department increases for budget, which were 5% wage increase, health screening and increase in maintenance of equipment. Lengthy discussion on increases and board agreed a \$.50 increase was more manageable due to increasing wages substantially in 2023.

Swanberg went into Library next, stating overall budget is not determined by him or board except for the amount the Village contributes to the Library. Rose, Library Board member, stated there has not been any additional funds given to the library since moving into the new building in 2018. Went over the need and good the Library does for the community. Discussion on the amount and need of the funds. Members agreed with the good the Library is for the community, with budget constraints felt a smaller amount of \$16K would be manageable.

Swanberg went into Police budget stated the budget is showing wages for the two new hires with one at the lowest scale and one at the highest scale (depending on experience of applicants). Currently interviewing two with less experience and feels this is a good number for budgeting. Chief Bach went into a need for a wellness program, paying for a gym membership for all officers. Board discussed at length and agreed to use current health insurance program to make sure it is being utilized.

Public works budget is more complicated due to having 8 different areas where their time is spent. Waters stated it’s showing approx. 8% increase, mostly in wages but also in items that can’t be controlled, such as snow removal, electricity, equipment maintenance, etc. Swanberg stated he is still looking into a storm water utility. Discussion took place on contract grass mowing with ideas to lower this amount.

Brief update on where utilities stand from Caruso. Hoping to have more for the November board meeting.

After changes discussed this evening the budget is showing a deficit of \$122K. Direction to staff to get it under \$100K for November’s board meeting. Swanberg stated that the 2023 audit will also be presented at the November meeting.

Motion by Hovey and seconded by Burch to table closed session and move to November meeting.
Ayes-6 Nays-0 Motion carried

President Lutz adjourned the meeting at 8:12 pm.

Respectfully submitted by

Carie Krentz, Village Clerk

DRAFT



Memo

To: Village Board
From: Carie Krentz, Village Clerk
Cc: Devin Swanberg, Village Administrator
Date: November 7, 2024
Re: Regular Operator Licenses

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

- i. Cathy Morelli; and
- ii. Emily Prokosch.

RECOMMENDATION

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



REAL. CHARMING.

APPLICATION FOR OPERATOR'S LICENSE

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

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

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

| | |
|--|---|
| Telephone #: | |
| Street Address: <u>1025 Frontage Rd #1</u> | |
| City, State, Zip: <u>Osceola WI 54020</u> | |
| Date of Birth: | County/State of Birth: <u>Connecticut</u> |
| Driver's License #: (Please provide copy) | Employer Name & Phone # or Event Working: <u>Cascade BP</u> |

| | |
|--|--|
| Operator's licenses held in last 2 years (list communities) OR: | |
| Training course completed in last 2 years (provide documentation): | |

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

Explain any YES answers (use back if necessary) OWI in 2018

Cathy J. Morelli
Print Name
Cathy J. Morelli
Signature

Roettger, Campbell
Maiden or Previous Names Used

| | | | |
|--------------------------------|--------------------------|------------------------------|-------|
| Application Rec'd by: | <u>Jennifer Roettger</u> | Date School Attended: | _____ |
| Date Application Rec'd: | <u>10/7/2024</u> | Date Village Board Approved: | _____ |
| Police Recommendation: | <u>OK ASB/jg</u> | Operator's Receipt #: | _____ |
| Provisional License Receipt #: | <u>3280</u> | Operator License #: | _____ |
| Provisional License #: | _____ | | |

OSCEOLA POLICE DEPARTMENT

310 CHIEFTAIN STREET

Page 1

Incident

PO BOX 217
OSCEOLA WI 54020

Incident # **24-010600**

| | | | |
|---|----------|-------------------------------------|---------------------------|
| Beat NA | Rpt Dist | Type Background Check | Seq 1 |
| Crime / Incident (Primary, Secondary, Tertiary) Operators License Operators License | | Attempt <input type="checkbox"/> | Occurred |
| | | <input type="checkbox"/> | Date 10/07/2024 |
| | | <input type="checkbox"/> | Time 14:00 |
| | | <input type="checkbox"/> | Day Mon |
| | | On or From | To |
| | | 10/07/2024 | 10/07/2024 |
| | | Reported | Reported |
| | | 10/07/2024 | 14:00 |
| | | | Mon |

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

Cross Street _____ County _____

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

| | | | | | | | | | |
|--|---|------|---------------------------------|---------|-------|----|-------------------------------------|------|------------|
| O | Last, First, Middle (Firm if Business) MORELLI, CATHY J | Race | Sex | Age | HT | WT | Hair | Eyes | Home Phone |
| Address 1025 FRONTAGE RD #1 | | DOR | DL Number | | State | | Work Phone (715) | | |
| City, State, Zip Code OSCEOLA WI 54020 | | SSN | Local ID # LIQUOR.LIC | State # | FBI # | | Cell Phone (715) 338-5694 | | |

| | | | | | | | | | |
|--|--|------------------|---------------------------------------|-----------------|--------------------|----|-------------------------|------|-------------------------------------|
| O | Last, First, Middle (Firm if Business) CASCADE, B.P. | Race | Sex | Age 0 | HT | WT | Hair | Eyes | Home Phone (715) 294-4086 |
| Address 97 CASCADE ST | | DOB // | DL Number (OSCEOLA OIL/GAS) | | State WI | | Work Phone () | | |
| City, State, Zip Code OSCEOLA WI 54020 | | SSN | Local ID # | State # | FBI # | | Cell Phone () | | |

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

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

Synopsis **Cathy Morelli applied for an Operator's License for Cascade BP. Morelli had an OWI in 2018 in Wisconsin. No other criminal histories found in WI or MN. License recommended by Chief Bach.**

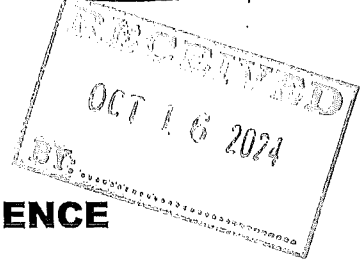
| | | | |
|---|--|--|---|
| S O L V A B I L I T Y | Continuation Attached <input type="checkbox"/> | PropertyList Attached <input type="checkbox"/> | Property Damage \$ |
| | UCR 9999 | Press Release <input type="checkbox"/> | Domestic Violence Case <input type="checkbox"/> |
| | Gang Related N | Hate 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 CLSD |
| | Connecting Case # | | |
| | Report Complete/Ready for Review <input checked="" type="checkbox"/> | CAD/CFS Event # | |
| | Assigned To _____ Date _____ | | |

| | | | | |
|---------------------------------------|----------|-------------|----------|------|
| Officer ID Assistant J. Giller | J | Reviewed By | Approved | Date |
|---------------------------------------|----------|-------------|----------|------|





REAL. CHARMING.



APPLICATION FOR OPERATOR'S LICENCE

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

I certify that I am 21 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>21045, 347th St</u> | |
| City, State, Zip: <u>TAYLORS FALLS, MN 55084</u> | |
| Date of Birth: | County/State of Birth: <u>Ramsey, MN</u> |
| Driver's License #: (Please provide copy) <u>---</u> | Employer Name & Phone # or Event Working: <u>OSCEOLA LANES 715 294 2275</u> |

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

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

Explain any YES answers (use back if necessary) _____

Emily Prokusch
Print Name
[Signature]
Signature

N/A
Maiden or Previous Names Used

| | | | |
|--------------------------------|------------------|------------------------------|-------------|
| Application Rec'd by: | <u>10-16-24</u> | Date School Attended: | _____ |
| Date Application Rec'd: | <u>Paul</u> | Date Village Board Approved: | _____ |
| Police Recommendation: | <u>OK AJB/88</u> | Operator's Receipt #: | <u>3291</u> |
| Provisional License Receipt #: | _____ | Operator License #: | _____ |
| Provisional License #: | _____ | | |

OSCEOLA POLICE DEPARTMENT

310 CHIEFTAIN STREET

PO BOX 217
OSCEOLA WI 54020

Incident # **24-010621**

Beat **NONR** Rpt Dist Type **Background Check** Seq **1**

| | | | | | |
|---|--------------------------|------------|-------------------|--------------|------------|
| Crime / Incident (Primary, Secondary, Tertiary) Operators License Operators License | Attempt | Occurred | Date | Time | Day |
| | <input type="checkbox"/> | On or From | 10/17/2024 | 13:00 | Thu |
| | <input type="checkbox"/> | To | 10/17/2024 | : | Thu |
| | <input type="checkbox"/> | Reported | 10/17/2024 | 13:00 | Thu |

Location of Incident **310 Chieftain St, Osceola, WI** Latitude / Longitude County

Cross Street

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

| | | | | | | | | | |
|----------|--|------|-----|-----|----|----|------|------|------------|
| O | Last, First, Middle (Firm if Business) PROKOSCH, EMILY RENEE | Race | Sex | Age | HT | WT | Hair | Eyes | Home Phone |
|----------|--|------|-----|-----|----|----|------|------|------------|

| | | | | |
|----------------------------------|-----|-----------|-------|-------------------------|
| Address 21045 347TH ST | DOB | DL Number | State | Work Phone () |
|----------------------------------|-----|-----------|-------|-------------------------|

| | | | | | |
|--|-----|------------|---------|-------|-------------------------|
| City, State, Zip Code TAYLORS FALLS MN 55084 | SSN | Local ID # | State # | FBI # | Cell Phone () |
|--|-----|------------|---------|-------|-------------------------|

| | | | | | | | | | |
|----------|---|------|-----|-----------------|----|----|------|------|-------------------------------------|
| O | Last, First, Middle (Firm if Business) OSCEOLA, LANES | Race | Sex | Age 0 | HT | WT | Hair | Eyes | Home Phone (715) 294-2275 |
|----------|---|------|-----|-----------------|----|----|------|------|-------------------------------------|

| | | | | |
|--|------------------|-----------|--------------------|-------------------------|
| Address 104 N CASCADE (BOX 357) ST | DOB // | DL Number | State WI | Work Phone () |
|--|------------------|-----------|--------------------|-------------------------|

| | | | | | |
|--|-----|------------|---------|-------|-------------------------|
| City, State, Zip Code OSCEOLA WI 54020 | SSN | Local ID # | State # | FBI # | Cell Phone () |
|--|-----|------------|---------|-------|-------------------------|

| | | | | | | | | | |
|--|--|------|-----|-----|----|----|------|------|------------|
| | Last, First, Middle (Firm if Business) | Race | Sex | Age | HT | WT | Hair | Eyes | Home Phone |
|--|--|------|-----|-----|----|----|------|------|------------|

| | | | | |
|---------|-----|-----------|-------|------------|
| Address | DOB | DL Number | State | Work Phone |
|---------|-----|-----------|-------|------------|

| | | | | | |
|-----------------------|-----|------------|---------|-------|------------|
| City, State, Zip Code | SSN | Local ID # | State # | FBI # | Cell Phone |
|-----------------------|-----|------------|---------|-------|------------|

| | | | | | | | | | |
|--|--|------|-----|-----|----|----|------|------|------------|
| | Last, First, Middle (Firm if Business) | Race | Sex | Age | HT | WT | Hair | Eyes | Home Phone |
|--|--|------|-----|-----|----|----|------|------|------------|

| | | | | |
|---------|-----|-----------|-------|------------|
| Address | DOB | DL Number | State | Work Phone |
|---------|-----|-----------|-------|------------|

| | | | | | |
|-----------------------|-----|------------|---------|-------|------------|
| City, State, Zip Code | SSN | Local ID # | State # | FBI # | Cell Phone |
|-----------------------|-----|------------|---------|-------|------------|

Synopsis **Emily Prokosch applied for an Operator's License for Osceola Lanes. No Wisconsin or Minnesota criminal histories were found. License recommended by 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 9999 | Press Release <input type="checkbox"/> | Domestic Violence Case <input type="checkbox"/> |
| | Gang Related N | 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 CLSD |
| | | | Connecting Case # |
| | Report Complete/Ready for Review <input checked="" type="checkbox"/> | | CAD/CFS Event # |
| | Assigned To _____ | | Date _____ |

| | | | | |
|---------------------------------------|----------|-------------|----------|------|
| Officer ID Assistant J. Giller | J | Reviewed By | Approved | Date |
|---------------------------------------|----------|-------------|----------|------|





Memo

To: Village Board
From: Carie Krentz, Village Clerk
Cc: Devin Swanberg, Admin
Date: November 7, 2024
Re: **Special Events Permit**

GENERAL INFORMATION

Applicant

1. Osceola Firefighters Ball

Action(s) Requested

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

ANALYSIS

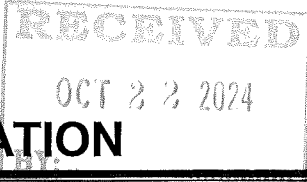
1. Osceola Firefighters Ball:

Agent: Joey Cutts, Secretary/Treasurer for Friends of Osceola Fire & Rescue
Event Date: Saturday, February 8, 2025 from 6:00 pm to 1:00 am
Location: Osceola Fire Department

Recommendation(s): Village departments have reviewed the application and recommend approval with no conditions.

RECOMMENDATION

The application has been reviewed by Village Department heads with no conditions listed; the recommendation is to approve application.



SPECIAL EVENT PERMIT APPLICATION

1. **EVENT TITLE:** Osceola Firefighters Ball
2. **EVENT DATE:** Saturday February 8th, 2025
3. **EVENT DESCRIPTION**
Rundraiser for Friends of Osceola Fire and Rescue
benefitting Osceola Fire Dept.

4. **APPLICANT**

Applicant's Name Joey Cutts Title Sec/Vreas - FOFR
Address Po Box 675 Osceola, WI 54020
Phone _____ Evening/cell phone 920-248-9279
Affiliation _____

Are you an authorized applicant for this organization? Yes X No _____

Will this person be present at the event area or areas and in charge of the event at all times? Yes X 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 Friends of Osceola Fire + Rescue / OFD
Organization/Business/Agency/Affiliation _____

Name _____
Organization/Business/Agency/Affiliation _____

Will this person(s) have authority to cancel or greatly modify event plans?
Yes X No _____

6. **EVENT COMPONENTS**

- A. Date requested Feb 8, 2025
- B. Requested hours of operation, from 6 AM/PM to 1 AM/PM
- C. Set up - beginning date and time Feb 7, 2025 6 AM
Dismantle by - date and time Feb 9, 2025 6 PM
- D. Anticipated number of participants 30 spectators 250
- 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: \$15 request donation @ door, by mail
- F. Rain date, if applicable -

7. **ENTERTAINMENT**

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

Event at Osceola Fire Dept, music played inside

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 X No _____

8. **FOOD AND BEVERAGES**

- A. Will alcoholic beverages be served? Yes X 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

License and permit through Osceola Lions Club

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

ID @ bar with stamp or wristband

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

Nothing outside premises building, CEO members to monitor.

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

snacks, no raw meat or fish, veggie and cheese tray, baked goods served on request.

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

n/a

C. Have you obtained the necessary permit from the Polk County Health Department
Yes _____ No _____ n/a

9. VENDORS OR CONCESSIONAIRES

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

n/a

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

n/a

10. SECURITY AND SAFETY PROCEDURES

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

OFD members to provide.

- 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

Interior and exterior lighting in
place at Osceola Fire Dept.

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

EMT's will be on site and call 911

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

n/a

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

OFD members will provide
clean up during and after event.

- 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

onsite will be 2 mens stalls,
1 urinal, 3 womens stalls.

12. VILLAGE FACILITIES, SERVICES AND EQUIPMENT

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

None

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*

Two signs on Hwy 35, one for each direction of traffic ahead of entrance to DFD.

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.

None

13. LOCATION MAP

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

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


14. INSURANCE

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

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

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

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



 Signature of Applicant

10/22/24
 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> |
|-------------|---------------------|---------------------------------|
| Joey Cutts | FOFR / OFD | 920-248-9279 |
| Don Starks | FOFR / OFD | 715-417-2175 |
| | | |
| | | |
| | | |

FOR OFFICE USE ONLY



10/28/24

Approved: Yes No

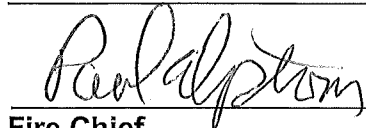
Police Chief

Date

Of Police hours (Approximate): _____

Total Labor cost: _____

Comments: _____



OCTOBER 28 24

Approved: Yes No

Fire Chief

Date

Of Fire hours (Approximate): _____

Total Labor cost: _____

Comments: _____



10/28/2024

Approved: Yes No

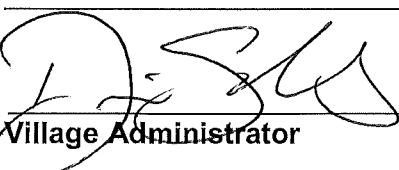
Public Works Director

Date

Of Public Works hours (Approximate): \emptyset

Total Labor cost: \emptyset

Comments: No services requested.



10/31/2024

Approved: Yes No

Village Administrator

Date

Grand Total Labor cost: \emptyset

Comments: NO ISSUES

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

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
October 3, 2024

The Village of Osceola Administration & Finance Committee met on October 3, 2024, at Village Hall. Chair Burch called the meeting to order at 4:30 pm.

Present: Van Burch and Brad Lutz

Absent: Ron Pedrys

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

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

Ayes-2 Nays-0 Motion carried

Motion by Lutz and seconded by Burch to approve the minutes dated September 5, 2024.

Ayes-2 Nays-0 Motion carried

Discussion and Possible Action re:
Sweeper – CIP Public Works (PW)

Swanberg informed the committee that PW is looking at replacing current sweeper with a newer demo sweeper at a substantial discount. Waters will be testing it out later this month and will be looking to move 2026 CIP funds to 2025 by swapping a project. By doing this he will be able to save funds overall, just spent \$10K getting current sweeper working. These options do not always come along and would like to proceed to take advantage of savings.

Fire Contract – Town of Farmington

Swanberg stated met with Farmington last week to discuss fire contract. In past years they paid, 2020 paid \$140K, 2021 paid \$151K, 2022 paid \$163K and 2023 paid \$193K. In 2024 they were scheduled to pay \$213K. This is based on the mill rate of .75% based on equalized value, which has increased substantially in the past couple of years. The current contract was signed in 1995. This formula is unsustainable for them and when met they offered \$110K. This was declined due to our budget restrictions that does not include our CIP or buildings. They brought their offer up to \$140K and stated best offer and they can reach out to Allied and/or Somerset. For 2024, all parties agreed to pay 2023 amount of \$193K. Discussion on possible outcomes of reduced revenue vs. no revenue. Farmington would like a person at the Fire Department meeting as a non-voting member to voice their issues – more discussion. Members directed Swanberg to offer \$150K with a 1% escalator instead of based on mill rate and include a person to attend Fire Department meetings as a non-voting member.

Pay off Line of Credit – Midwest One Bank

Swanberg stated Village took out a line of credit in 2018 with a balance of approx. \$119K and currently making interest payments along with \$10K principle payments and is currently coming due at the end of year. We have the funds right now to payoff and save on interest payments and would like to renew incase funds are needed. Members directed staff to payoff and renew at end of year.

Budget update

Budget are to-date numbers with no concerns at this time. Swanberg feels are headed in the right direction.

Future Agenda items and Updates

n/a

Chair Burch adjourned the meeting at 4:50 pm.

Respectfully Submitted by

Carie Krentz, Village Clerk

**Library Board of Trustees
Minutes of Regular Meeting September 12th, 2024**

Trustees Present: Gail Hanson, Ron Johnson, Maureen Rogers, Deb Rose, Arvid Maki

Trustees Absent: Taylor Baert, Michele Merritt

Also present: Director Anne Miller, Sherry Hanson

Vice President Deb Rose called the meeting to order at 5:00 pm.

Anne asked to add “Budget Review” to the agenda. Motion to approve the agenda with this addition by Gail, seconded by Arvid. Carried unanimously.

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

Citizens’ Comments – \$463 was made at the Wheels & Wings book sale. The Friends of the Library will be picking up the tab for the Book Pages magazine. They are going to explore selling used books through an online used book seller. It might be more profitable than selling them in person.

Director’s Report – The library system will be transitioning to a new email system for sending out holds and overdue notices, and Anne volunteered our library to be one of the test libraries. We started using the new system in September. The Summer Learning Program wrapped up in August with a grand total of 517 attendees at all the programs. The first phase of the computer replacement plan was implemented during August. Two public computers, one adult and one teen computer, and three staff computers were replaced. Three of the computers that were replaced were then moved to replace even older computers elsewhere in the library.

Monthly Financials – Motion to approve the financial report by Deb, seconded by Ron. Carried unanimously.

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

Budget Revision (new agenda item) – Anne asked to reduce the Contingency Fund amount for 2025 from \$7,000 to \$5,000. Motion by Arvid, seconded by Deb, to amend the 2025 proposed budget as requested. Motion carried.

Library Computer CIP – The 2024 phase of the Computer Capital Improvement Plan was implemented in August. There will be approximately \$4,000 budgeted each year for future computer replacements.



Library Board of Trustees
Minutes of Regular Meeting September 12th, 2024

Blinds for Library Windows – The quote for blinds for all windows is \$19,481.81. An anonymous person has generously donated \$12,000 to go toward the blinds, and the FOTL has contributed \$4,300. That leaves a balance of \$3,181.81. The library will probably have a carryover amount from the 2023 budget audit which could cover the balance. Motion by Deb, seconded by Arvid, to use the donated amounts to order the blinds and get the balance from either the 2023 budget surplus (village funds) or from our RCU account. Motion carried.

Update Public Relations Policy – The board reviewed the Public Relations Policy. Motion by Ron, seconded by Maureen, to approve the policy with minor spelling and grammatical corrections. Motion carried.

Update Library User Rights & Responsibility Policy – The board reviewed the Library User Rights & Responsibility policy. Motion by Gail, seconded by Maureen, to approve the policy with very minor changes. Motion carried.

RCU Savings Driver Account – We are not receiving money market account statements from RCU because we are under the umbrella of the Village. This is not ideal. Anne will open a \$5 driver savings account so that we can get our own statements and not have to ask village staff for that information.

Mr. Licky and Animal Policy – Mr. Licky is possibly in need of medical care. The library spends \$200 to \$300 per year for his care, which comes out of the operating budget. Anne was wondering if the board needs to set a threshold amount for his medical care. The broader question came up about how a pet fits into the library's overall mission. Is it time to think about finding another home for Mr. Licky if we can no longer take care of him? There are organizations like Snake Discovery that have adoption programs. The library has an Animal Policy. Should it be amended to deal with this issue? These are some questions to think about before the next board meeting.

Next Meeting – Thursday, October 10 at 5:30 pm.

Vice President Deb Rose declared the meeting adjourned at 5:53 pm.

Respectfully submitted by
Ron Johnson, Library Board Secretary

PLAN COMMISSION MEETING PROCEEDINGS

September 3, 2024

The Plan Commission of the Village of Osceola met on September 3, 2024, to hold a regular monthly meeting. Rob Bullard called the meeting to order at 6:00 p.m.

Present: Kim O’Connell, Chelsea Kruse, Dennis Tomfohrde, Rob Bullard, Bill Chantelois V, and Mike Sine.

Absent: Brad Lutz

Others present: Devin Swanberg, Tanya Batchelor, Oranzo Oevering, Russ Kiviniemi, and Angela Popenhagen

Motion to approve the agenda was made by Sine, second by Tomfohrde.

Motion passed 6-0

Motion to approve the minutes of the previous meeting, August 6, 2024, as presented, was made by O’Connell, second by Sine.

Motion passed 6-0

Public Input and Ideas

None

Discussion and possible action re:

Move November Planning Commission Meeting

The normal November Planning Commission meeting date is on election day, so needs to be changed. Sine moved to change the date of the meeting to November 6, 2024, seconded by Kruse.

Motion passed 6-0

Chapter 9 Comprehensive Plan Discussion

Brian Wiedenfeld, from MSA, attended the meeting virtually and reviewed chapter 9 Land Use. There was considerable discussion regarding the compatibility standards in this chapter, specifically #3 Bulk and Mass on page 55 of the plan. Swanberg will work with MSA to re-word the compatibility standards. In reviewing the land use map, the area that is currently used for mining should be shown as industrial for the existing land use and listed as commercial on the future land use map. O’Connell stated the County is updating their planned farmland preservation map, so he will get that to Swanberg to use as a reference. The Comprehensive Plan is on schedule for a Public Hearing on November 6, 2024. A 30-day notice must be published, so final edits need to be completed by September 17, 2024. A draft will be given to members in October for review.

Pinnacle Development Concept Plan

Russ Kiviniemi, with Cedar Corporation, explained the concept plan from Pinnacle Development would be a Planned Unit Development that includes 61 single family lots, 42 twin home lots, and 34 villa-style homes. The area is currently outside village limits and would need to be annexed. Staff have given feedback on the number of cul de sacs and instead having more looped roads or private streets. A sewer study was completed, and our current system can support this development. Discussion followed. Motion to approve the concept plan from Pinnacle Development made by Sine, seconded by Chantelois.

Motion passed 6-0

Impact Fees and Needs Assessment

Angela Popenhagen, from Stantec, discussed the impact fees and needs assessment.

| | <u>Existing</u> | <u>Proposed</u> |
|---------------------------|------------------------|------------------------|
| Water Impact Fee | 420 | 579 |
| Sanitary Sewer Impact Fee | 1,150 | 2,857 |
| Library Impact Fee | 185 | 51 |
| Village Hall | 135 | No longer allowed |
| Police Station | 120 | 0 |
| Fire Station | 50 | 0 |
| Community Center | 55 | No longer allowed |
| Public Works Impact Fee | 50 | 483 |
| Roadway Impact Fee | 0 | 3,035 |
| Park & Rec Impact Fee | <u>440</u> | <u>87</u> |
| | 2,605 | 7,092 |

Considerable discussion followed regarding the impact fees. Sine moved to recommend board approval of the impact fees as proposed. Motion died for lack of second. More discussion followed. O’Connell moved to recommend board approval of the impact fees at \$6,000, seconded by Sine.

Motion passed 5-0 Tomfohrde voted no

Future Agenda Items

There will be a special Planning Commission meeting on September 12, 2024, at 6:00 p.m. for the creation of TID#4.

The meeting was adjourned at 7:44 p.m.

Minutes Respectfully submitted by Tanya Batchelor, Village Treasurer

PLAN COMMISSION MEETING PROCEEDINGS

September 12, 2024

The Plan Commission of the Village of Osceola met on September 12, 2024, to hold a special meeting. Brad Lutz called the meeting to order at 6:00 p.m.

Present: Brad Lutz, Kim O'Connell, Chelsea Kruse, Dennis Tomfohrde, Rob Bullard, and Mike Sine.

Absent: Bill Chantelois V

Others present: Devin Swanberg, Tanya Batchelor, and Adam Ruechel from Baird.

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

Motion passed 6-0

Discussion and possible action re:

Public Hearing – TID#4

Lutz declared the Public Hearing open to accept written and oral testimony regarding the proposed plan and district boundary for the Village of Osceola Tax Incremental District #4, pursuant to Section 66.1105 of the Wisconsin Statutes. Adam Ruechel, from Baird, explained the steps necessary to create proposed TID#4. A resolution needs to be adopted by September 30, 2024, to create the TID. The proposed TID includes 500 acres, 43.2 of these are owned by the Village and part of the airport property so that portion is not taxed. There are 31 parcels in this proposed mixed-use district. Ruechel explained the boundary of TID#4 and projects proposed in the plan document. The TID will close in 2044 or 2045 with a healthy balance. The next step is to have an attorney review. The Joint Review Board has approved the creation of TID#4. Discussion followed. Lutz declared the Public Hearing closed. TID laws are changing so we want to create this TID before the change happens.

Tomfohrde moved to approve Resolution #2024-12 Adopting Proposed Project Plan and Boundaries for Tax Increment District #4 and recommend Village Board approval, seconded by Bullard.

Motion passed 6-0

Chapter 9 Land Use Comp Plan Update

Swanberg reviewed the updated wording for Chapter 9. Considerable discussion followed. The Planning Commission requested to look at the entire Comprehensive Plan document in October so the Public Hearing will be held on November 6, 2024. Commission members can get a clean copy of the entire Comprehensive Plan document at Village Hall. It will also be on the village website. Swanberg will talk to the Village of Farmington and Osceola Township about extra-territorial jurisdiction within the mile and a half around the Village. Bullard moved to recommend Board approval of Chapter 9 of the Comprehensive Plan as amended, seconded by Kruse. O'Connell voted no.

Motion passed 5-1

Future Agenda Items

Swanberg stated that the Village was awarded a DNR Stewardship Grant up to \$710,000 for the Cascade Falls stairs. This is a 50/50 cost share grant.

The meeting was adjourned at 8:16 p.m.

Minutes Respectfully submitted by Tanya Batchelor, Village Treasurer

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: 10/04/2024 From Account:
Thru: 11/08/2024 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------|------------|--|----------|
| MTA | 10/08/2024 | MTA-MY TAX ACCOUNT | 1,000.00 |
| MTA | 10/15/2024 | MTA-MY TAX ACCOUNT | 1,941.16 |
| MTA | 10/21/2024 | MTA-MY TAX ACCOUNT | 1,921.79 |
| MTA | 11/06/2024 | MTA-MY TAX ACCOUNT | 1,936.66 |
| 67211 | 10/09/2024 | AMAZON CAPITAL SERVICES | 304.17 |
| 67212 | 10/09/2024 | AT&T MOBILITY | 772.79 |
| 67213 | 10/09/2024 | CORE & MAIN LP | 962.20 |
| 67214 | 10/09/2024 | CULLIGAN OF RICE LAKE | 31.00 |
| 67215 | 10/09/2024 | DIGGERS HOTLINE | 60.90 |
| 67216 | 10/09/2024 | HAWKINS INC | 30.00 |
| 67217 | 10/09/2024 | JANE MAKI | 3,660.00 |
| 67218 | 10/09/2024 | JENNIFER L. ROYTEK | 213.00 |
| 67219 | 10/09/2024 | KWIK TRIP | 1,797.62 |
| 67220 | 10/09/2024 | MATTHEW TREMBLAY | 183.00 |
| 67221 | 10/09/2024 | MCMASTER-CARR | 60.86 |
| 67222 | 10/09/2024 | MOTOROLA SOLUTIONS | 1,689.96 |
| 67223 | 10/09/2024 | NATIONWIDE TRUST COMPANY, FSB | 50.00 |
| 67224 | 10/09/2024 | OSCEOLA UTILITIES | 7,478.45 |
| 67225 | 10/09/2024 | PITNEY BOWES INC. | 502.25 |
| 67226 | 10/09/2024 | PUBLIC SERVICE COMMISSION OF WISCONSIN | 916.64 |
| 67227 | 10/09/2024 | REGISTRATION FEE TRUST | 169.50 |
| 67228 | 10/09/2024 | SECURIAN FINANCIAL GROUP, INC. | 356.39 |
| 67229 | 10/09/2024 | ST CROIX FALLS | 178.63 |
| 67230 | 10/09/2024 | TANNER REBHAN | 233.00 |
| 67231 | 10/09/2024 | THE BITWORKS INC. | 5,437.90 |
| 67232 | 10/09/2024 | THE OSCEOLA SUN | 917.38 |
| 67233 | 10/09/2024 | THOMSON REUTERS - WEST | 311.18 |
| 67234 | 10/09/2024 | WEST WISCONSIN INSPECTION AGENCY, LLC | 2,701.12 |
| 67235 | 10/09/2024 | WI DEPT OF FINANCIAL INSTIUTIONS | 20.00 |
| 67236 | 10/09/2024 | WI SCTF | 54.59 |
| 67237 | 10/09/2024 | WISCONSIN CENTRAL LTD | 100.00 |
| 67238 | 10/16/2024 | BAKER & TAYLOR | 1,228.47 |
| 67239 | 10/16/2024 | CINTAS | 234.64 |

GENERAL FUND CHECKING

ALL Checks

Posted From: 10/04/2024 From Account:
Thru: 11/08/2024 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------|------------|--|------------|
| 67240 | 10/16/2024 | DICK'S FRESH MARKET | 28.58 |
| 67241 | 10/16/2024 | EMC INSURANCE COMPANIES | 12,333.26 |
| 67242 | 10/16/2024 | HOME LIFE, INC. | 27.50 |
| 67243 | 10/16/2024 | IFLS LIBRARY SYSTEM | 788.00 |
| 67244 | 10/16/2024 | LUDVIGSON LAW OFFICE | 640.00 |
| 67245 | 10/16/2024 | MIDWEST ONE - VISA | 1,021.99 |
| 67246 | 10/16/2024 | MIDWEST ONE - VISA | 1,077.88 |
| 67247 | 10/16/2024 | MIDWESTONE | 120,412.27 |
| 67248 | 10/16/2024 | MIDWESTONE | 8,156.23 |
| 67249 | 10/16/2024 | ODP BUSINESS SOLUTIONS | 297.43 |
| 67250 | 10/16/2024 | OSCEOLA AEROSPORT, LLC | 6,625.02 |
| 67251 | 10/16/2024 | OSCEOLA MEDICAL CENTER | 30.00 |
| 67252 | 10/16/2024 | UNUM LIFE INSURANCE COMPANY OF AMERICA | 344.97 |
| 67253 | 10/16/2024 | XCEL ENERGY | 12,691.49 |
| 67254 | 10/23/2024 | BAKKE NORMAN. S.C. | 897.25 |
| 67255 | 10/23/2024 | BILL'S ACE HARDWARE | 109.16 |
| 67256 | 10/23/2024 | BRIGHTSPEED | 951.26 |
| 67257 | 10/23/2024 | COMMERCIAL TESTING LAB. | 2,837.50 |
| 67258 | 10/23/2024 | DELTA DENTAL PLAN OF WISCONSIN | 503.12 |
| 67259 | 10/23/2024 | ENERGENECS, INC. | 375.00 |
| 67260 | 10/23/2024 | GUARDIAN PEST SOLUTIONS, INC. | 126.50 |
| 67261 | 10/23/2024 | JENNIFER L. ROYTEK | 30.00 |
| 67262 | 10/23/2024 | MIDWEST ONE - VISA | 2,612.27 |
| 67263 | 10/23/2024 | SHORT ELLIOTT HENDRICKSON | 9,102.70 |
| 67264 | 10/23/2024 | TANNER REBHAN | 50.00 |
| 67265 | 10/23/2024 | TEAMSTERS LOCAL 662 | 629.00 |
| 67266 | 10/23/2024 | WI SCTF | 54.59 |
| 67267 | 10/28/2024 | KRISTINA BOOTH | 180.00 |
| 67268 | 10/30/2024 | AFLAC | 247.36 |
| 67269 | 10/30/2024 | AMAZON CAPITAL SERVICES | 66.27 |
| 67270 | 10/30/2024 | BILL'S ACE HARDWARE | 319.84 |
| 67271 | 10/30/2024 | BOYDS OUTDOOR POWER | 49.08 |
| 67272 | 10/30/2024 | CAPITAL ONE TRADE CREDIT | 264.78 |

GENERAL FUND CHECKING

ALL Checks

Posted From: 10/04/2024 From Account:
Thru: 11/08/2024 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|-----------|------------|--|-----------|
| 67273 | 10/30/2024 | CROIXLAND LEATHER WORKS | 124.95 |
| 67274 | 10/30/2024 | D & K LAWN CARE | 160.00 |
| 67275 | 10/30/2024 | EO JOHNSON COMPANY INC | 538.39 |
| 67276 | 10/30/2024 | HOME DEPOT CREDIT SERVICES | 715.57 |
| 67277 | 10/30/2024 | INDUSTRIAL HEALTH SERVICES NETWORK, INC. | 47.90 |
| 67278 | 10/30/2024 | JOHN DEERE FINANCIAL | 15.70 |
| 67279 | 10/30/2024 | KLM ENGINEERING, INC. | 3,832.00 |
| 67280 | 10/30/2024 | MONARCH PAVING | 571.01 |
| 67281 | 10/30/2024 | MSA PROFESSIONAL SERVICES | 1,522.75 |
| 67282 | 10/30/2024 | MWSCO | 40.00 |
| 67283 | 10/30/2024 | O'REILLY AUTOMOTIVE STORES INC. | 593.91 |
| 67284 | 10/30/2024 | PARAGON EXCAVATING LLC | 22,060.00 |
| 67285 | 10/30/2024 | PETTY CASH-LIBRARY | 133.43 |
| 67286 | 10/30/2024 | SHORT ELLIOTT HENDRICKSON | 7,205.40 |
| 67287 | 10/30/2024 | STREICHER'S | 408.91 |
| 67288 | 10/30/2024 | THE POLICE AND SHERIFFS PRESS | 32.60 |
| 67289 | 10/30/2024 | WE ENERGIES | 74.91 |
| 67290 | 10/30/2024 | WISCONSIN DEPARTMENT OF REVENUE | 2,051.59 |
| 67291 | 11/07/2024 | AMAZON CAPITAL SERVICES | 55.00 |
| 67292 | 11/07/2024 | AT&T MOBILITY | 773.05 |
| 67293 | 11/07/2024 | BARBARA ARONSON | 70.00 |
| 67294 | 11/07/2024 | BILL'S ACE HARDWARE | 53.07 |
| 67295 | 11/07/2024 | BRIGHTSPEED | 963.26 |
| 67296 | 11/07/2024 | BROOKE KULZER | 120.00 |
| 67297 | 11/07/2024 | CAROL OTTO | 70.00 |
| 67298 | 11/07/2024 | CATHY OLSON | 82.50 |
| 67299 | 11/07/2024 | CHERYL ANDERSON-HUSTAD | 160.00 |
| 67300 | 11/07/2024 | COMMAND CENTRAL | 410.00 |
| 67301 | 11/07/2024 | COMPENSATION CONSULTANTS, LTD | 25.00 |
| 67302 | 11/07/2024 | CULLIGAN OF RICE LAKE | 31.00 |
| 67303 | 11/07/2024 | DAREL HALL | 64.48 |
| 67304 | 11/07/2024 | DARLENE BLAIR | 200.00 |
| 67305 | 11/07/2024 | DEBRA ROSE | 180.00 |

GENERAL FUND CHECKING

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|-----------|------------|---------------------------------------|-----------|
| 67306 | 11/07/2024 | DEVIN SWANBERG | 520.99 |
| 67307 | 11/07/2024 | ELAINE FREDRICKSON | 90.00 |
| 67308 | 11/07/2024 | EVERGREENTEL | 107.80 |
| 67309 | 11/07/2024 | FRANCES KERBER | 20.00 |
| 67310 | 11/07/2024 | GENERAL CODE | 995.00 |
| 67311 | 11/07/2024 | JENNIFER L. ROYTEK | 30.00 |
| 67312 | 11/07/2024 | KWIK TRIP | 1,753.80 |
| 67313 | 11/07/2024 | KYLE WEAVER | 135.00 |
| 67314 | 11/07/2024 | LAKELAND COMMUNICATIONS | 690.76 |
| 67315 | 11/07/2024 | LINDA COX | 110.00 |
| 67316 | 11/07/2024 | LORI GETSCHEL | 145.00 |
| 67317 | 11/07/2024 | LUDVIGSON LAW OFFICE | 880.00 |
| 67318 | 11/07/2024 | NATIONWIDE TRUST COMPANY, FSB | 50.00 |
| 67319 | 11/07/2024 | O'REILLY AUTOMOTIVE STORES INC. | 157.29 |
| 67320 | 11/07/2024 | PITNEY BOWES INC. | 502.25 |
| 67321 | 11/07/2024 | ROGER ALLRICH | 70.00 |
| 67322 | 11/07/2024 | RUT KESSEL | 130.00 |
| 67323 | 11/07/2024 | SECURIAN FINANCIAL GROUP, INC. | 356.39 |
| 67324 | 11/07/2024 | STANTEC CONSULTING SERVICES INC | 7,094.03 |
| 67325 | 11/07/2024 | TANNER REBHAN | 50.00 |
| 67326 | 11/07/2024 | TANNER REBHAN | 150.00 |
| 67327 | 11/07/2024 | THE BITWORKS INC. | 5,493.90 |
| 67328 | 11/07/2024 | THOMSON REUTERS - WEST | 155.59 |
| 67329 | 11/07/2024 | WEST WISCONSIN INSPECTION AGENCY, LLC | 442.00 |
| 67330 | 11/07/2024 | WI PROFESSIONAL POLICE ASSOCIATION | 133.50 |
| 67331 | 11/07/2024 | WI SCTF | 54.59 |
| 67332 | 11/07/2024 | WILLIAM BLAIR | 90.00 |
| EFTPS | 10/16/2024 | EFTPS | 14,707.60 |
| EFTPS | 10/21/2024 | EFTPS | 10,934.19 |
| EFTPS | 11/06/2024 | EFTPS | 10,847.55 |
| ACH PMT | 10/18/2024 | STATE OF WI - DEPT OF ADMIN | 5,136.39 |
| COL LIFE | 10/25/2024 | COLONIAL LIFE | 92.28 |
| V10092401 | 10/09/2024 | ANNIS, DYLAN P. | 27.70 |

GENERAL FUND CHECKING

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|-----------|------------|------------------------|----------|
| V10092402 | 10/09/2024 | BACH, ANDREW | 2,608.42 |
| V10092403 | 10/09/2024 | BATCHELOR, TANYA | 1,486.66 |
| V10092404 | 10/09/2024 | BROTZLER, TRENT | 134.83 |
| V10092405 | 10/09/2024 | BURCH, VAN A. | 692.62 |
| V10092406 | 10/09/2024 | BURROWS, TIM | 270.58 |
| V10092407 | 10/09/2024 | CARUSO, RICHARD T. | 1,947.88 |
| V10092408 | 10/09/2024 | CHAPMAN, HUNTER | 495.35 |
| V10092409 | 10/09/2024 | CONNORS, JOSHUA J. | 1,909.79 |
| V10092410 | 10/09/2024 | CONNORS, JR., JAMES A. | 705.55 |
| V10092411 | 10/09/2024 | CUTTS, JARED | 517.16 |
| V10092412 | 10/09/2024 | CUTTS, JOEY R. | 934.12 |
| V10092413 | 10/09/2024 | ELFSTROM, PAUL | 2,344.30 |
| V10092414 | 10/09/2024 | FELDTMOSE, MARIE K. | 643.07 |
| V10092415 | 10/09/2024 | FUGATE, CHRISTOPHER | 73.88 |
| V10092416 | 10/09/2024 | GILLER, JENNIFER | 1,357.42 |
| V10092417 | 10/09/2024 | HOVERMAN, RICHARD D. | 492.59 |
| V10092418 | 10/09/2024 | HOVEY, MARSHA | 692.62 |
| V10092419 | 10/09/2024 | JACOBS, MICHELLE | 860.46 |
| V10092420 | 10/09/2024 | KENNY, RYAN | 1,950.18 |
| V10092421 | 10/09/2024 | KLINE, NEIL | 692.62 |
| V10092422 | 10/09/2024 | KRENTZ, CARIE | 1,635.52 |
| V10092423 | 10/09/2024 | LEHMAN, JENNIFER T. | 304.75 |
| V10092424 | 10/09/2024 | LOESCHER, TIMOTHY | 366.17 |
| V10092425 | 10/09/2024 | LUTZ, BRADLEY | 1,847.00 |
| V10092426 | 10/09/2024 | MAHLER, SCOTT | 404.95 |
| V10092427 | 10/09/2024 | MAKI, ARVID | 692.62 |
| V10092428 | 10/09/2024 | MALLIN, MICHAEL | 1,686.55 |
| V10092429 | 10/09/2024 | MARKEL, PAUL | 1,717.71 |
| V10092430 | 10/09/2024 | MAXWELL, TYLER | 156.99 |
| V10092431 | 10/09/2024 | McKENZIE, CRAIG | 858.85 |
| V10092432 | 10/09/2024 | MEYER, BRETT | 166.23 |
| V10092433 | 10/09/2024 | MILLER, ANNE | 1,571.20 |
| V10092434 | 10/09/2024 | MORGEL, JOSHUA J. | 41.06 |

GENERAL FUND CHECKING

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|-----------|------------|----------------------|----------|
| V10092435 | 10/09/2024 | MORTENSON, ADAM | 114.51 |
| V10092436 | 10/09/2024 | OLCHEFSKE, TANNER | 3,634.90 |
| V10092437 | 10/09/2024 | PARENT, RICHARD | 567.95 |
| V10092438 | 10/09/2024 | PARO, CORA | 387.39 |
| V10092439 | 10/09/2024 | PAULSON, KYLE | 655.68 |
| V10092440 | 10/09/2024 | PEDRYS, RONALD | 692.62 |
| V10092441 | 10/09/2024 | PORTER, JEREMY G. | 682.93 |
| V10092442 | 10/09/2024 | QUIST, ROBERT | 18.47 |
| V10092443 | 10/09/2024 | REBHAN, TANNER | 1,814.46 |
| V10092444 | 10/09/2024 | ROYTEK, JENNIFER L. | 1,358.99 |
| V10092445 | 10/09/2024 | SCHILL, JUSTIN | 1,592.82 |
| V10092446 | 10/09/2024 | SINE, MICHAEL | 611.17 |
| V10092447 | 10/09/2024 | SNYDER, BRIAN | 48.03 |
| V10092448 | 10/09/2024 | STANTON, JEFFREY T | 27.70 |
| V10092449 | 10/09/2024 | STARK, DONALD | 1,384.79 |
| V10092450 | 10/09/2024 | STROBACH, DANIEL P. | 443.74 |
| V10092451 | 10/09/2024 | SWANBERG, DEVIN | 2,864.05 |
| V10092452 | 10/09/2024 | TRACY, DAWN | 571.39 |
| V10092453 | 10/09/2024 | TRACY, RALPH E. | 1,899.18 |
| V10092454 | 10/09/2024 | TREMBLAY, MATTHEW | 1,900.40 |
| V10092455 | 10/09/2024 | WATERS, TODD | 1,799.91 |
| V10092456 | 10/09/2024 | WISTROM, DAVID | 36.94 |
| V10232401 | 10/23/2024 | BACH, ANDREW | 2,512.18 |
| V10232402 | 10/23/2024 | BATCHELOR, TANYA | 1,476.55 |
| V10232403 | 10/23/2024 | CARUSO, RICHARD T. | 1,918.76 |
| V10232404 | 10/23/2024 | CHAPMAN, HUNTER | 485.36 |
| V10232405 | 10/23/2024 | FELDTMOSE, MARIE K. | 558.06 |
| V10232406 | 10/23/2024 | GILLER, JENNIFER | 1,415.42 |
| V10232407 | 10/23/2024 | HOVERMAN, RICHARD D. | 474.86 |
| V10232408 | 10/23/2024 | JACOBS, MICHELLE | 916.43 |
| V10232409 | 10/23/2024 | KENNY, RYAN | 1,923.59 |
| V10232410 | 10/23/2024 | KRENTZ, CARIE | 1,700.52 |
| V10232411 | 10/23/2024 | KRENTZ, KRISTOPHER | 616.00 |

GENERAL FUND CHECKING

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|-----------|------------|----------------------|----------|
| V10232412 | 10/23/2024 | LEHMAN, JENNIFER T. | 166.23 |
| V10232413 | 10/23/2024 | MALLIN, MICHAEL | 1,727.35 |
| V10232414 | 10/23/2024 | MILLER, ANNE | 1,275.24 |
| V10232415 | 10/23/2024 | MORGEL, JOSHUA J. | 41.06 |
| V10232416 | 10/23/2024 | PARO, CORA | 401.57 |
| V10232417 | 10/23/2024 | REBHAN, TANNER | 1,864.52 |
| V10232418 | 10/23/2024 | ROYTEK, JENNIFER L. | 1,358.99 |
| V10232419 | 10/23/2024 | SCHILL, JUSTIN | 1,661.80 |
| V10232420 | 10/23/2024 | SWANBERG, DEVIN | 2,864.05 |
| V10232421 | 10/23/2024 | TRACY, DAWN | 728.09 |
| V10232422 | 10/23/2024 | TRACY, RALPH E. | 1,933.02 |
| V10232423 | 10/23/2024 | TREMBLAY, MATTHEW | 2,590.15 |
| V10232424 | 10/23/2024 | WATERS, TODD | 1,976.57 |
| V11062401 | 11/06/2024 | BACH, ANDREW | 2,774.85 |
| V11062402 | 11/06/2024 | BATCHELOR, TANYA | 1,486.66 |
| V11062403 | 11/06/2024 | CARUSO, RICHARD T. | 1,918.31 |
| V11062404 | 11/06/2024 | CHAPMAN, HUNTER | 482.03 |
| V11062405 | 11/06/2024 | FELDTMOSE, MARIE K. | 662.62 |
| V11062406 | 11/06/2024 | GILLER, JENNIFER | 1,357.42 |
| V11062407 | 11/06/2024 | HOVERMAN, RICHARD D. | 474.86 |
| V11062408 | 11/06/2024 | JACOBS, MICHELLE | 1,026.98 |
| V11062409 | 11/06/2024 | KENNY, RYAN | 1,545.31 |
| V11062410 | 11/06/2024 | KRENTZ, CARIE | 1,635.52 |
| V11062411 | 11/06/2024 | LEHMAN, JENNIFER T. | 325.53 |
| V11062412 | 11/06/2024 | MALLIN, MICHAEL | 1,658.36 |
| V11062413 | 11/06/2024 | MILLER, ANNE | 1,571.20 |
| V11062414 | 11/06/2024 | PARO, CORA | 816.01 |
| V11062415 | 11/06/2024 | REBHAN, TANNER | 1,612.75 |
| V11062416 | 11/06/2024 | ROYTEK, JENNIFER L. | 1,358.98 |
| V11062417 | 11/06/2024 | SCHILL, JUSTIN | 1,592.80 |
| V11062418 | 11/06/2024 | SWANBERG, DEVIN | 2,864.05 |
| V11062419 | 11/06/2024 | TRACY, DAWN | 676.29 |
| V11062420 | 11/06/2024 | TRACY, RALPH E. | 1,864.02 |

GENERAL FUND CHECKING

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Posted From: 10/04/2024 From Account:
Thru: 11/08/2024 Thru Account:

| Check Nbr | Check Date | Payee | Amount |
|--------------|------------|---------------------------|------------|
| V11062421 | 11/06/2024 | TREMBLAY, MATTHEW | 1,935.52 |
| V11062422 | 11/06/2024 | WATERS, TODD | 1,897.55 |
| WRS - EFT | 10/23/2024 | WRS-EFT | 13,420.47 |
| GREAT WEST | 10/09/2024 | GREAT WEST | 827.03 |
| GREAT WEST | 10/23/2024 | GREAT WEST | 965.79 |
| GREAT WEST | 11/06/2024 | GREAT WEST | 972.46 |
| STMT 100624 | 10/11/2024 | BP | 66.18 |
| CENTRALSTATE | 10/19/2024 | CENTRAL STATES H&W FUND | 19,292.00 |
| HEALTH PTNRS | 11/05/2024 | HEALTH PARTNERS INSURANCE | 1,947.21 |
| Grand Total | | | 483,858.38 |

GENERAL FUND CHECKING

ALL Checks

Posted From: 10/04/2024 From Account:
Thru: 11/08/2024 Thru Account:

| | Amount |
|---|------------|
| Total Expenditure from Fund # 100 - GENERAL FUND | 209,077.31 |
| Total Expenditure from Fund # 240 - LIBRARY FUND | 27,129.73 |
| Total Expenditure from Fund # 250 - AIRPORT | 8,201.98 |
| Total Expenditure from Fund # 275 - OSCEOLA MUNICIPAL COURT | 4,407.01 |
| Total Expenditure from Fund # 280 - ROOM TAX | 3,660.00 |
| Total Expenditure from Fund # 300 - DEBT SERVICE FUND | 128,568.50 |
| Total Expenditure from Fund # 400 - GENERAL CAPITAL FUND | 41,580.81 |
| Total Expenditure from Fund # 460 - TIF #4 FUND | 1,123.00 |
| Total Expenditure from Fund # 610 - WATER UTILITY | 28,291.33 |
| Total Expenditure from Fund # 620 - SEWER UTILITY | 31,818.71 |
| Total Expenditure from all Funds | 483,858.38 |

Village of Osceola - Monthly Budget Report
Year to Date for Month Ending
10/31/2024

| Account Number | Village of Osceola | 2024 Actuals @ 10/31/2024 | 2024 Budget | Variance (Over)/Under Budget | Percentage |
|----------------------|--------------------------------------|---------------------------------|----------------|------------------------------------|------------|
| Revenue | | | | | |
| 100-00-41110-000-000 | Levy for General Fund | 0 | 668,763 | (668,763) | 0% |
| 100-00-41140-000-000 | Mobile Home Taxes | 17,864 | 20,000 | (2,136) | 89% |
| 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% |
| | Total Taxes | 25,951 | 798,154 | (772,203) | |
| 100-00-42300-000-000 | Special Assessment Revenue | 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 |
| | Intergovernmental Revenues | 213,296 | 587,773 | (374,477) | |
| | Licenses and Permits | | | | |
| 100-00-44110-000-000 | Liquor Licenses | 6,145 | 6,000 | 145 | |
| 100-00-44200-000-000 | All non-liquor licenses | 3,735 | 4,000 | (265) | 93% |
| 100-00-44400-000-000 | Planning and Zoning Fees | 940 | 1,000 | (60) | 94% |
| 100-00-44300-000-000 | Building Permits | 46,907 | 65,000 | (18,093) | 72% |
| 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 | 1,950 | 1,250 | 700 | 156% |
| 100-00-46330-000-000 | Downtown Parking Permits | 451 | 1,000 | (549) | 45% |
| | Licenses and Permits | 69,993 | 108,250 | (38,257) | |
| | Fines, Forfeits and Penalties | | | | |
| 100-00-45100-000-000 | Court Fines Revenue | 17,018 | 24,200 | (7,182) | 70% |
| 100-00-45110-000-000 | Parking Fines | 0 | 100 | (100) | 0% |
| | Fines, Forfeits and Penalties | 17,018 | 24,300 | (7,282) | |
| | Special Assessments | | | | |
| 100-00-42300-000-000 | Special Assessment Revenue | 0 | 1,700 | (1,700) | 0% |
| | Public Charges for Service | | | | |
| 100-00-44102-000-000 | Dog Licenses | 768 | 900 | (132) | 85% |
| 100-00-46211-000-000 | Charges for Public Service - Police | 581 | 1,000 | (419) | 58% |
| | Other - COPS Grant | 0 | 0 | 0 | |
| 100-00-46100-000-000 | Admin Assess Search | 1,125 | 1,500 | (375) | 75% |
| 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% |
| | Public Charges for Service | 99,425 | 478,007 | (378,582) | |

Village of Osceola - Monthly Budget Report
Year to Date for Month Ending
10/31/2024

| Account Number | Village of Osceola | 2024 Actuals @ 10/31/2024 | 2024 Budget | Variance (Over)/Under Budget | Percentage |
|----------------------|--|---------------------------------|------------------|------------------------------------|------------|
| | Misc General Revenue | | | | |
| 100-00-48100-000-000 | Interest Income | 24,888 | 3,500 | 21,388 | 711% |
| 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 |
| | Misc. General Revenue | 470,735 | 80,500 | 45,865 | |
| | Other Financing Sources | | | | |
| 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 | | |
| | Subtotal Other Financing Sources | 0 | 407,771 | (128,041) | |
| | | | | | |
| | TOTAL REVENUE | 896,417 | 2,486,455 | (1,654,677) | 36% |
| | | | | | |
| | GENERAL FUND EXPENSES -SUMMARY | | | | |
| | Legislative | 60,769 | 116,965 | (56,196) | 52% |
| | Administration | 380,562 | 253,835 | 126,727 | 150% |
| | Police | 435,986 | 791,465 | (355,479) | 55% |
| | Fire | 157,586 | 204,200 | (46,614) | 77% |
| | Street | 104,778 | 254,740 | (149,962) | 41% |
| | Street Lights | 31,040 | 57,980 | (14,379) | 54% |
| | Storm Water | 17,019 | 16,855 | 50 | 101% |
| | Street Signs | 5,774 | 14,520 | (8,746) | 40% |
| | Garage and Maintenance | 99,322 | 78,995 | 23,583 | 126% |
| | Sanitation | 13,980 | 13,575 | 405 | 103% |
| | Parks | 119,715 | 132,590 | (12,875) | 90% |
| | Economic Development | 16,272 | 16,573 | (301) | 98% |
| | 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* | 41,951 | 40,000 | 1,951 | 105% |
| 100-00-51930-511-000 | Insurance * | 2,500 | 5,000 | (2,500) | 50% |
| 100-00-51510-215-000 | Auditor | 11,601 | 20,000 | (8,399) | 58% |
| 100-00-51530-215-000 | Assessor | 13,200 | 13,200 | 0 | 100% |
| 100-00-51530-390-000 | Assessor Manufacturing | 2,052 | 2,400 | (348) | 85% |
| | TOTAL GENERAL FUND OPERATING EXPENDITURES | 1,556,466 | 2,501,207 | (556,037) | 62% |
| | REVENUE OVER (UNDER) EXPENSES | (660,049) | (14,752) | (1,098,640) | |



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: November 7th, 2024

Re: Village Board Police Report for October 2024

In October of 2024 Osceola PD Officers generated **334** calls for service and compiled **59** incident and traffic crash reports. Osceola PD Officers made **4** arrests. Osceola PD Officers initiated **30** traffic stops and issued **37** municipal citations.

- Admin has been working on various “housekeeping” tasks such as updating credentials on software programs, processing records for disposal, and cleaning up the squad garage in preparation for the winter.
- Osceola PD has posted positions for two full-time police officers, and we are happy to announce that we begin our first round of interviews this month.
- Officer Rebhan completed basic Field Training Officer (FTO) training at the Waukesha County Technical College in anticipation of training newly hired police officer recruits.
- Osceola PD responded to a two-vehicle traffic crash in the school zone on Education Avenue where a vehicle overturned. Luckily emergency services quickly responded and there were minimal injuries. This is a good reminder for drivers to drive safely in our school zones and that while children are present the speed limit is decreased.
- Osceola PD wants to remind residents that *Coffee with a Cop* has kicked off for the year and will be held at Caribou Coffee this month on the 22nd and 29th from 8:30am to 10:00am.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Andrew Bach", written over a horizontal line.

Chief Andrew Bach



Memo

To: President Lutz and Village Board Members

From: Todd Waters (Public Works Coordinator)

CC: Carie Krentz

Date: November 12, 2024

Re: DPW October Board Update

Streets:

- The department kicked off the month of October by renting an excavator for 1 week. Over 12 stormwater sights were dredged by removing accumulated debris.
- Hauling of unwashed sand began in October to prepare for mixing with salt in November.
- DPW helped lay out the finalizations on Simmons drive and created a punch list for the contractor to complete. The department is internally awaiting a shipment of sign supplies for us to install.
- Two trucks were readied and set up for ice or snow storms in October.
- A demo sweeping unit arrived October 23rd. Public Works continues to utilize all aspects and features of this unit while it is here. Both units spent an abundance of time on the streets removing leaves and debris and will continue into November. The department was able to sweep the Village of Dresser as well.
- Public Works entered replaced CIP items to include equipment and trailers on an online auction. 11 items generated \$40,098 in the sale.
- Public Works conducted curb-side brush chipping for the community in October. Curb-side leaf bag pick-up also began in October and continues into November. We accumulated over 600 bags in the first week.
- Truck #200, 2014 International Single Axle Patrol Plow Truck oil cooler failed. While the operator was able to shut the truck down and save a total loss of the engine, the overall tow and repair cost was \$8,800. The truck is back on the road and ready for public safety snow and ice events.

Parks:

- Leaf clean-ups in parks began in October and will continue into November. With the departments new mower and leaf attachment combined with the Ravo demo sweeper vacuum system, we have been more effective and efficient in the leaf removal process.
- While renting the excavator, the department installed a 160-foot new water line from the restroom to the pavilion where the drinking fountain will be relocated.
- 75% of the park's maintenance equipment has been winterized and put away for the season.
- Restrooms and seasonal buildings are winterized and closed for the season.
- Playground equipment was repaired and inspected in October.
- DPW combined with Grow Osceola and volunteers had a successful day removing overgrown garden beds and addressing failing drip lines. Public Works was able to relocate plants and native grasses to other parks.

Building Maintenance:

- All buildings are functioning appropriately and winter heat schedules are being updated.





Memo

To: President Lutz and Village Board Members
From: Rick Caruso, Utilities Coordinator
CC: Carie Krentz
Date: November 12th, 2024
Re: Utility Department November Board Update

Water Utility:

- Water produced in October totaled 6.544 million gallons.
- Low zone fall flushing has been completed. Operators have moved to flushing the high zone to be completed before winter.
- As part of the EPA and DNR lead and copper inventory requirements, notices will be sent to customers that were identified in our inventory to have a service line made of galvanized steel or an unknown material. A copy of the Utility cover letter and the EPA notice are attached.
- Utility mapping is continuing, operators are making great progress on gathering the remaining points.
- Operators repaired the Scada antenna at the Bluff tower that caused a major malfunction to the system. It was concluded that the RF connector has loosened over time from vibration of the antenna in the wind. After repair, operators inspected the remaining antennas, finding no concerns.

Sewer Utility:

- Wastewater treated in October totaled 7.379 million gallons.
- Operators are preparing equipment for winter and freezing temperatures including installing insulation on lift stations, pumping down tanks, and moving equipment from unheated to heated storage.
- The Facility plan includes a portion of the collection system and lining. Operator Kenny has worked to identify areas that would benefit from cure in place pipe liner and has compiled a database of the televising reports from our sewer maintenance program to be provided to SEH. Including these areas in our facility plan may open opportunities for low interest loans and grant programs to repair collection system piping.
- Tanya and I have been working closely together to create account codes that offer more insight into the water and sewer budgets after the consolidation of accounts. Although a large undertaking, this will assist in budgeting and auditing requirements in the future.



The Osceola Water Utility has completed a water service line inventory as required by the United States Environmental Protection Agency (EPA) and the Wisconsin Department of Natural Resources (DNR). Water service lines are typically divided into two parts: the customer side, which extends from the building to a valve called a curb stop located near the property line, and the Utility side, which runs from the curb stop to the water main, usually located beneath the street.

The Village has records of a galvanized steel customer side service line at this address but has no record of the Utility side service material, therefore meeting the EPA criteria for the “galvanized requiring replacement” category within the inventory guidelines. Because the Utility cannot definitively confirm that the customer side galvanized service line was never downstream of a lead service line, the galvanized steel service line must be treated as if it may have absorbed lead.

We will be working with the EPA and DNR to develop a replacement program for galvanized service lines in the future. Currently, we have not received guidance regarding the replacement program or potential funding sources that may be available.

Although our source water is free from lead, lead was used as a common plumbing material until 1984 when it was banned from being used in drinking water piping. This previously used lead has the potential to leach into water as it passes through service lines and building plumbing, creating a risk of lead exposure. The Osceola Water Utility regularly conducts lead water testing on homes that meet specific EPA criteria where lead is likely to be present. The most recent test results are shown below.

Lead Water Testing Results 2023

| Sample Date | Sample ID | Sample Group | Site ID | # Samples | Lead Result | Units | Action Level | Lab |
|-------------|------------|-----------------|---------|-----------|-------------|----------|--------------|--------------------------------------|
| 9/7/2023 | CB10850-01 | Lead and copper | D-35 | 1 | 0 | 0 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/22/2023 | CB10212-06 | Lead and copper | D-27 | 1 | 0 | 0 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/22/2023 | CB10212-04 | Lead and copper | D-17 | 1 | 0 | 0 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/22/2023 | CB10212-05 | Lead and copper | D-33 | 1 | 0 | 0 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/22/2023 | CB10212-03 | Lead and copper | D-32 | 1 | 0 | 0 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/22/2023 | CB10212-09 | Lead and copper | D-20 | 1 | 0.29 | 0.29 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/22/2023 | CB10212-07 | Lead and copper | D-30 | 1 | 0 | 0 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/22/2023 | CB10212-02 | Lead and copper | D-28 | 1 | 0 | 0 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/21/2023 | CB10212-01 | Lead and copper | D-34 | 1 | 0 | 0 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |
| 8/21/2023 | CB10212-08 | Lead and copper | D-29 | 1 | 0.73 | 0.73 PPB | 15.0 PPB | Northern Lake Service Inc. (Crandon) |

As part of the EPA service line inventory requirements, Osceola Utilities is required to provide you with the attached letter containing important information on ways to reduce lead exposure.

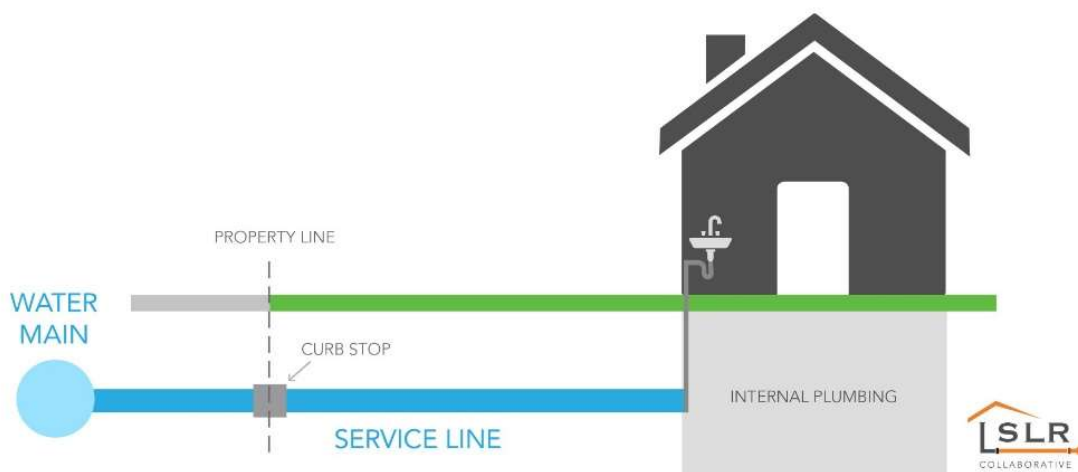
Village of Osceola, Municipal Offices, 310 Chieftain Street, P.O. Box 217, Osceola, WI 54020-0217

Phone: 715-294-3498 Fax: 715-294-2210

Notice of confirmed galvanized service line (that is or was downstream of a lead service line)

The Osceola Water Utility is focused on protecting the health of every household in our community. This notice contains important information about your drinking water. Please share this information with anyone who drinks and/or cooks using water at this property. In addition to people directly served at this property, this can include people in apartments, nursing homes, schools, businesses, as well as parents served by childcare at this property. The Osceola Water Utility has determined that a portion of water pipe (called a service line) that connects your building to the water main is made from galvanized material and may have absorbed lead. EPA has defined these service lines as “galvanized requiring replacement”¹. Our records either indicate that lead service line pipe may be present or might have been present in the past. If you have information that could help us better describe your service line, contact us 715-294-3498 or utilities@vil.osceola.wi.us and we would be happy to confirm your service line materials and update our records.

Galvanized service lines that have absorbed lead can contribute to lead in drinking water. People living in homes with a galvanized service line that has absorbed lead may have an increased risk of exposure to lead from their drinking water. **Because we are unable to determine the pipe material upstream of the galvanized service line at this location, we must treat it as if it may contain lead.**



¹ Refers to a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a “Lead Status Unknown” service line.

Health effects of lead

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney, or nervous system problems.²

Steps you can take to reduce lead in drinking water.

Below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead in drinking water.

Use filters properly. Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Using the cartridge after it has expired can make it less effective at removing lead. Do not run hot water through the filter. For more information on facts and advice on home water filtration systems, EPA has developed a <https://www.epa.gov/water-research/consumer-tool-identifying-point-use-and-pitcher-filters-certified-reduce-lead>.

Clean your aerator. Regularly clean your faucet's screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.

Use cold water. Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.

Run your water. The more time water has been sitting in pipes providing water to your home, the more lead it may contain. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes. The amount of time to run the water will depend on whether your home has a lead service line or not, as well as the length and diameter of the service line and the amount of plumbing in your home. [Include tailored flushing information, if appropriate, or add following language] Residents may contact us at [phone number and/or email address] for recommendations about flushing times in their community.

Learn about construction in your neighborhood. Contact us at [phone number and/or email address] to find out about any construction or maintenance work that could disturb your service line. Construction may cause more lead to be released from a lead service line or galvanized service line if present.

Have your water tested. Contact us, your water utility, at 715-294-3498 or utilities@vil.osceola.wi.us to learn more about the lead levels in your drinking water. Alternatively, you may contact a certified laboratory to have your water tested for lead at additional cost. The Osceola Water Utility does not make recommendations; however the following labs are listed for your convenience.

Commercial Testing Laboratories, 514 Main St, Colfax, WI 54730, (715) 962-3121

Northern Lakes Service 400 N Lake Ave, Crandon, WI 54520, (800) 278-1254

Davy Labs, 115 6th St S, La Crosse, WI 54601 (608) 782-3130

A comprehensive list of certified labs can be found at

<https://dnr.wisconsin.gov/sites/default/files/topic/LabCert/092224DWLabs.pdf>

Note, a water sample may not adequately capture or

represent all sources of lead that may be present. For information on sources of lead that include service lines and interior plumbing, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water#getinto>.

Get your child tested to determine lead levels in their blood.

A family doctor or pediatrician can perform a blood test for lead and provide information about the health effects of lead. State, city, or county departments of health can also provide information about how you can have your child's blood tested for lead. The Centers for Disease Control and Prevention recommends public health actions when the level of lead in a child's blood is 3.5 micrograms per deciliter ($\mu\text{g}/\text{dL}$) or more. Please visit <https://www.cdc.gov/nceh/lead/advisory/acclpp/actions-blls.htm> for information on these actions.

Replacing galvanized requiring replacement service lines

The Osceola Water Utility is developing a galvanized pipe replacement program with guidance from the Environmental Protection Agency and the Wisconsin Department of Natural Resources.

If you are planning on replacing the portion of the service line that you own, please notify us at 715-294-3498 or utilities@vil.osceola.wi.us

For information about potential financing solutions to assist property owners with replacement of lead service lines, please contact us at 715-294-3498 or utilities@vil.osceola.wi.us

For more information on reducing lead exposure from your drinking water and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead>

Memo

To: Wilberg Memorial Library Board of Trustees

From: Anne Miller, Library Director

CC: Village Board of Osceola

Date: November 2024

DIRECTOR/ADMINISTRATION

I spent the first two weeks of October at meetings in preparation for the St. Croix Valley BigRead, which will take place in April and for a Zoom presentation through the Southwest Library System in which Heather Wiarda, the director at the Amery Area Public Library, and I will be discussing what it is like to be a library in a multi-use building. The last two weeks of the month I was on vacation.

MATERIALS CIRCULATION

October 2024, Total Items Circulated: 4489

Public Computer Uses for October 2024: 111

eBook Checkouts for October 2024: 1466

New Patrons in October 2024: 23

COLLECTIONS

The library added 68 to our shelves during the month of October. This number is lower than past months because I was gone for the last two weeks of the month, and new items that arrived from the October book order were not received into the system until after I came back the first week of November.

EVENTS & ACTIVITIES

In October we hosted all our regular events – Storytime, LEGO Club, WMPL Book Discussion, Get Lit, Lunch with a Librarian, and book bike visits to Millside and Evergreen Apartments. In addition, Creator’s Club created pastel art, and October’s Gallery Wall artist, Cathy Oscarson had an Artist’s Meet & Greet and a Make with the Artist program.

FACILITIES & STAFF

The library staff did a fantastic job keeping everything at the library running smoothly while I was gone.

UPCOMING EVENTS

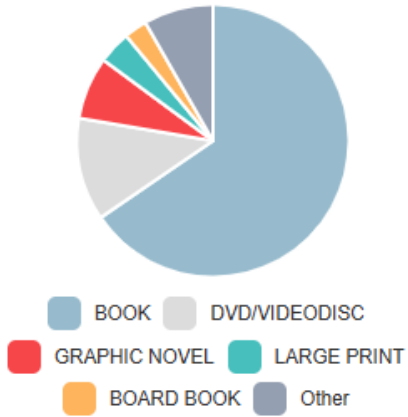
November 12, 19, & 26 – Storytime
 November 16 – Teen Saturday
 November 18 – Lunch with a Librarian

November 20 – WMPL Book Discussion
 November 21 LEGO Club
 November 22 – Mr. Licky Good-Bye Party

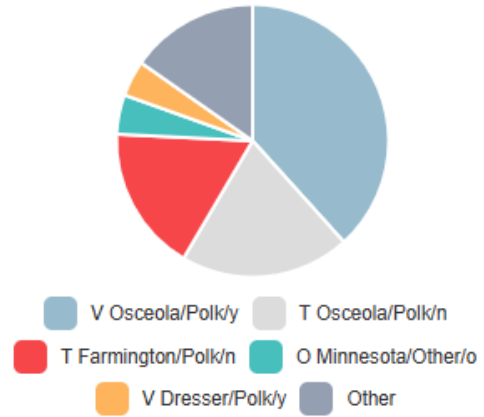
Osceola Circulation Statistics October 2024



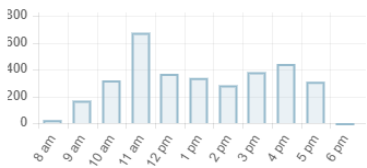
Checkouts by format



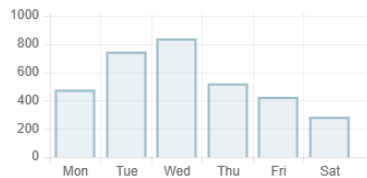
Checkouts by Act 150 Location



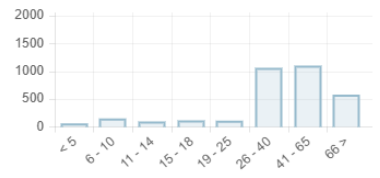
Checkouts by hour



Checkouts by day



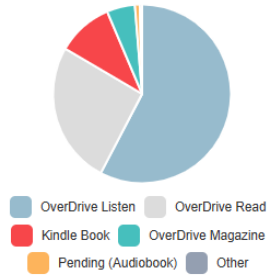
Checkouts by age



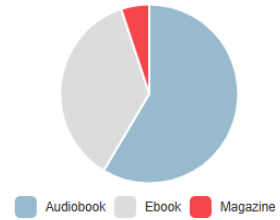
Overdrive by Day



Overdrive by Format



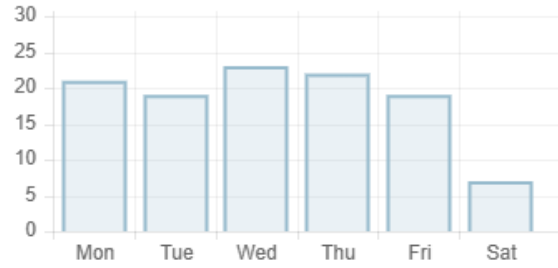
Overdrive by Type



Pharos computer uses by hour



Pharos computer uses by day



Custom Permits Report

10/1/2024 to 10/31/2024

*Select dates an

Filter By
Date Range

- Application Date
- Fees Paid Date
- Permit Issued Date

Filter By
PROJECT

Filter By
MUNICIPALITY

VILLAGE OF OSCEOLA

| VILLAGE OF OSCEOLA | | Total Value | Total Fees | Total Fines |
|---------------------------------------|---|--------------|------------|-------------|
| VOS24-68 (Open) 505 DELMAR AVE B&D | J A CUSTOM HOMES INC J A CUSTOM DELMAR AVE | \$300,000.00 | \$1,404.90 | |
| VOS24-69 (Open) 505 DELMAR AVE A&C | J A CUSTOM HOMES INC J A CUSTOM DELMAR AVE DUPLEX | \$300,000.00 | \$1,404.90 | |
| VOS24-70 (Open) 901 CASCADE ST N | COVER IT ALL LLC COVER IT ALL LLC RE-ROOF | \$30,272.66 | \$90.00 | |
| VOS24-71 (Closed) 657 STATE HWY 35 | JENNIFER WOJACK RE-ROOF | \$42,400.00 | \$90.00 | |
| VOS24-72 (Open) 506 GERALD ST | Joseph Berg Window Installation | \$500.00 | \$150.00 | |
| VOS24-73 (Open) 706 CASCADE ST N | Krumm Exteriors Krumm Exteriors WINDOW REPLACEMENT | \$6,100.00 | \$200.40 | |
| VOS24-74 (Open) 502 SMITH AVE | WILLIAM C & DAWN M R TUNISON DECK REPLACEMENT | \$1,439.00 | \$90.00 | |
| VOS24-75 (Open) 304 MEADOW LARK LN | RIVER VALLEY HOMES NEW HOME | \$250,000.00 | \$1,219.88 | |
| VOS24-76 (Open) 314 MEADOW LARK LN | ACCESSIBLE HOMES LLC ACCESSIBLE ALTERATION | \$22,000.00 | \$308.40 | |

Permit Distribution

New Home=3
Re-roof=2
Alteration=3
Move=1
Deck=1

| | | | | |
|-------------------|----------------------|--------------------------|--------------------|------------------------------|
| Totals | Total Permits | 9 | Total Value | \$952,711.66 |
| Admin | \$604.80 | Impact | | Plan Review \$315.88 |
| Inspection | \$3,932.80 | State Permit Seal | \$105.00 | House Number |
| Fines | | Other | | Total Fees \$4,958.48 |

Custom Permits Report

1/1/2024 to 10/31/2024

*Select dates an

Filter By
Date Range

- Application Date
- Fees Paid Date
- Permit Issued Date

Filter By
PROJECT

Filter By
MUNICIPALITY

VILLAGE OF OSCEOLA

Permit Distribution

Electrical=7
Alteration=23
Acc. Building=2
HVAC=2
New Home=12
New Commercial=3
Re-roof=9
Fence=6
Other=6
Deck=2
Siding=3
Move=4
Shed=2
Raze=1

| | | | | |
|-------------------|----------------------|--------------------------|--------------------|---------------------|
| Totals | Total Permits | 77 | Total Value | \$11,585,255.14 |
| Admin | \$4,935.18 | Impact | | Plan Review |
| Inspection | \$39,846.52 | State Permit Seal | \$420.00 | House Number |
| Fines | | Other | | Total Fees |
| | | | | \$46,610.12 |

Village of Osceola, Wi

CLIENT LIAISON:

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



Historic Cascade Falls

DATE:

November 12th, 2024

CONCEPTUAL DESIGN FOR CASCADE FALLS PARK

The conceptual design has been completed as we have received the staff's approval.

CORRESPONDECE FROM WI DOT REGARDING EAGLE BLUFF TRAIL

The trail that currently is on WisDOT's right-of-way (R/W) on the north side and crossing under the bridge is permitted and will be allowed to remain at the completion of the project. The project would restore to equal or better condition any portion of the trail that is disturbed by the project. The current plan for the trail would be to place a crush aggregate surface in the area under the structure and over the proposed storm water discharge pipe. During the duration of the construction of the bridge the portion of the trail on WisDOT's R/W will need to be closed to ensure the safety of the trail users.

CASCADE DESIGN PHASE 1 BUDGET SCENARIO

The stewardship funding is structured as a reimbursement grant, with an option for an advance of 50% of the grant amount. When considering the cost estimate submitted with the stewardship grant, the project will require \$250,000 of additional funding, not planned for in the 2025 CIP plan. An interim loan will cover the entire project cost initially, and then the board can decide on the following funding options:

ADDITIONAL FUNDING OPTIONS:

- Value engineer proposed upper overlook. (\$140,000)
- Revise the CIP plan during the next update. (Use interim financing)
- Use TID 3 or 4 as a funding source.
- Vibrant Spaces Grant, with applications due by December 9th, 2024. (\$25,000-\$50,000)
- State Trust Fund Loan



Memo

To: Village Board
From: Devin Swanberg Village Administrator
CC: Village Board
Date: November 11th, 2024
Re: 2024 Comprehensive Plan

The Planning Commission recommended the approval of the Village of Osceola Comprehensive Plan. The vote passed 5-1.

Recommendation: Approve the Comprehensive Plan

The comprehensive plan can be found here: <https://myosceola.com/wp-content/uploads/2024/09/Final-Comprehensive-Plan-for-Public-Hearing-11-06-2024-reduce.pdf>

**VILLAGE OF OSCEOLA
POLK COUNTY, WISCONSIN**

ORDINANCE NO. 2024 – 06

**AN ORDINANCE TO UPDATE AND ADOPT THE COMPREHENSIVE PLAN
OF THE VILLAGE OF OSCEOLA, POLK COUNTY, WISCONSIN**

The Village Board of the Village of Osceola, Polk County, Wisconsin, does ordain as follows:

Section 1. Pursuant to section 62.23(2) and (3) of the Wisconsin Statutes, the Village of Osceola is authorized to prepare and adopt a comprehensive plan as defined in section 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

Section 2. Prior to beginning the process to update the Village’s previously adopted 2009 Comprehensive Plan, the Village Board adopted written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by section 66.1001(4)(a) of the Wisconsin Statutes.

Section 3. The Village Board of the Village of Osceola assigned the Plan Commission to prepare an update to the Village’s Comprehensive Plan.

Section 4. The Plan Commission has recommended the draft 2045 Comprehensive Plan for adoption by the Village Board.

Section 5. The Plan Commission of the Village of Osceola has adopted a resolution recommending to the Village Board adoption of the document entitled "Village of Osceola Comprehensive Plan 2045," containing all the elements specified in section 66.1001(2) of the Wisconsin Statutes.

Section 6. The Village Plan Commission has held at least one public hearing on this ordinance, in compliance with the requirements of section 66.1001(4)(d) of the Wisconsin Statutes.

Section 7. The Comprehensive Plan may be used as the basis for, among other things, official mapping, local subdivision regulations, general zoning ordinances, shoreland/wetland zoning, and as a guide for approving or disapproving actions affecting growth, development, conservation, and recreation within the jurisdiction of the Village of Osceola and its extraterritorial plat review area.

Section 8. The Village Board of the Village of Osceola adopts the “Village of Osceola Comprehensive Plan 2045," pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

Section 9. This ordinance shall take effect upon passage by a majority vote of the members-elect of the Village Board and publication as required by law.

Adopted by the Village Board on _____, 2024.

VILLAGE OF OSCEOLA

By: _____
Brad Lutz, Village President

Attest: _____
Carie Krentz, Clerk

Published: November 13, 2024.



Professional Services Agreement

MSA Project Number: 00523028

This AGREEMENT (Agreement) is made effective 11/12/2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

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

Phone: (715) 234-1009

Representative: Brittney Mitchell

Email: bmitchell@msa-ps.com

VILLAGE OF OSCEOLA

Address: 310 Chieftain Street, Osceola, WI 54020

Phone: (715)-294-3498

Representative: Devin Swanberg

Email: administrator@vil.osceola.wi.us

Project Name: Village of Osceola AFG Re-Application

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

The schedule to perform the work is: Approximate Start Date: 11/19/2024
Approximate Completion Date: 2/1/2025

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

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

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

VILLAGE OF OSCEOLA

MSA PROFESSIONAL SERVICES, INC.

Brad Lutz
Village President
Date: _____

Brittney Mitchell

Brittney Mitchell
Team Leader Funding
Date: 11/5/2024

OWNER ATTEST:

Carrie Krentz
Clerk
Date: _____

Kianna Lindh

Kianna Lindh
Community Development Administrator
Date: 11/5/2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (NON-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 1, 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. **Responsibility For Payment** The person signing this work order is responsible for payment in full. Arrangements for cost sharing with others and subsequent collection of it are the full responsibility of the signer.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

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 in the County, State of the project located.

32. **Lien Notice.** As required by the Wisconsin Construction Lien Law, MSA Professional Services, Inc. Hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on that land and on the buildings on that land if they are not paid for such labor or materials. Those entitled to lien rights, in addition to MSA Professional Services, Inc., are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any, MSA Professional Services, Inc. Agrees to cooperate with the owner and the lender, if any, to see that all potential lien claimants are duly paid.

33. **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.

SECTION I: BASIC SERVICES – Project Proposal

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

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

SECTION II: THE OWNER'S RESPONSIBILITIES

The OWNER will:

- 2.1 Examine all studies, reports, estimates, and other documents presented by MSA.
- 2.2 Provide such legal, accounting, public facilities records, appraisals, estimates as may be required for the Project, and such auditing service as the OWNER may require;
- 2.3 Provide MSA with copies of existing studies, reports, plans, maps, images, and surveys relative to the documentation of needs of the community and particularly those that are relevant to the Fire Department and/or Emergency Services Department.

- 2.4 Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, provide on-line grant website administration, register MSA and assign MSA with roles required for access to the on-line grant application website, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
- 2.5 Have an active System of Awards Management (SAM.gov) account and Unique entity Identifier Number (UEI).
- 2.6 Provide MSA with privileges and access to on-line sites and on-line applications as required for grant preparation and submission.
- 2.7 Participate in program planning, review and approve application.

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

- 3.1 Grant Administration Services

To: Mr. Devin Swanberg
Village of Osceola

From: Jason Raverty
Stantec

Project/File: 193810003

Date: November 8, 2024

Reference: Simmon Drive - Pay Application No. 1 and Change Order No.1

Attached please find Pay Application No. 1 and Change Order No. 1 for the Simmon Drive Reconstruction Project.

Pay Application No. 1 includes partial payment for items of work completed on the project. Several of the items still require verification of final quantity and this will be completed prior to Final Pay Application approval.

There are items included in this pay application that exceed the estimated quantities, including erosion control mat, salvaged topsoil, and seed and fertilizer. Additional grading and restoration were required to shape some of the ditches to maintain positive ditch drainage and to better tie into the driveway culverts.

Change Order No. 1 includes additional work completed by the contractor to relocate an existing culvert and provide a new driveway culvert that could not be relocated due to quality. The culvert work was necessary because the resulting road side-slopes would have been too steep to match the existing culvert locations.

We have reviewed Pay Application No. 1 and Change Order No. 1. We recommend payment to Albrightson Excavating in the amount of \$351,641.98. We also recommend approval of Change Order No. 1 in the amount of \$2,889.26.

Feel free to contact me if you have questions related to this application.

Sincerely,

Stantec Consulting Services Inc.

Jason Raverty, PE
Project Manager
Phone: (651) 294-4596
Jason.raverty@stantec.com

Attachment: Attachment

AIA Type Document
Application and Certification for Payment

TO (OWNER): Village of Osceola
 310 Chieftain St.
 PO Box 217
 Osceola, WI 54020-0217

PROJECT: Simmon Drive - Osceola
 75th Ave to Airport Rd
 Osceola, WI 54020

APPLICATION NO: 24029.1
PERIOD TO: 10/24/2024

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): Albrightson Excavating, Inc.
 PO Box 181
 345 Southside Drive
 Woodville, WI 54028

VIA (ARCHITECT): Stantec Consulting Services, Inc.
 733 Marquette Avenue
 Suite 1000
 Minneapolis, MN 55402

ARCHITECT'S PROJECT NO: 193810003

CONTRACT FOR: Simmon Drive Reconstruction

CONTRACT DATE: 5/14/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

| | | |
|---|----|-------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>361,662.00</u> |
| 2. Net Change by Change Orders | \$ | <u>0.00</u> |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | <u>361,662.00</u> |
| 4. TOTAL COMPLETED AND STORED TO DATE | \$ | <u>370,149.45</u> |
| 5. RETAINAGE: | | |
| a. <u>5.00</u> % of Completed Work | \$ | <u>18,507.47</u> |
| b. <u>0.00</u> % of Stored Material | \$ | <u>0.00</u> |
| Total retainage (Line 5a + 5b) | \$ | <u>18,507.47</u> |
| 6. TOTAL EARNED LESS RETAINAGE | \$ | <u>351,641.98</u> |
| (Line 4 less Line 5 Total) | | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | <u>0.00</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>351,641.98</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | <u>10,020.02</u> |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | 0.00 | 0.00 |
| Total approved this Month | 0.00 | 0.00 |
| TOTALS | 0.00 | 0.00 |
| NET CHANGES by Change Order | 0.00 | |

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Albrightson Excavating, Inc.
 PO Box 181 345 Southside Drive
 Woodville, WI 54028

By: Rachel Brorson
 Rachel Brorson / PC

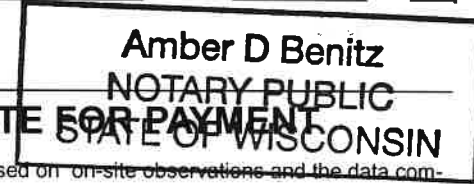
Date: 11-8-24

State of: WI

County of: St. Croix

Subscribed and Sworn to before me this 8 Day of November 2024

Notary Public: Amber D Benitz
 My Commission Expires: 2/26/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$351,641.98

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Jim R. Roof
 By: _____ Date: November 8, 2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): Village of Osceola
310 Chieftain St.
PO Box 217
Osceola, WI 54020-0217

PROJECT: Simmon Drive - Osceola
75th Ave to Airport Rd
Osceola, WI 54020

APPLICATION NO: 24029.1
PERIOD TO: 10/24/2024

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Albrightson Excavating, Inc.
PO Box 181
345 Southside Drive
Woodville, WI 54028

VIA (ARCHITECT): Stantec Consulting Services, Inc.
733 Marquette Avenue
Suite 1000
Minneapolis, MN 55402

ARCHITECT'S PROJECT NO: 193810003

CONTRACT FOR: Simmon Drive Reconstruction

CONTRACT DATE: 5/14/2024

| ITEM | DESCRIPTION | PLAN QTY | UNIT | UNIT PRICE | SCHEDULED VALUE | PREV COMP QTY/% | PREVIOUS APPL | COMP QTY/% THIS PERIOD | COMP AMT THIS PERIOD | STORED MATERIAL | COMP QTY/% TO DATE | COMPLETED AND STORED | % | BALANCE |
|------|--|-----------|------|------------|-----------------|-----------------|---------------|------------------------|----------------------|-----------------|--------------------|----------------------|--------|--------------|
| 01 | Mobilization | 1.000 | LS | \$6,200.00 | \$6,200.00 | .0000 | \$0.00 | 1.0000 | \$6,200.00 | \$0.00 | 1.0000 | \$6,200.00 | 100.00 | \$0.00 |
| 02 | Traffic Control | 1,000 | LS | \$2,500.00 | \$2,500.00 | .0000 | \$0.00 | 1.0000 | \$2,500.00 | \$0.00 | 1.0000 | \$2,500.00 | 100.00 | \$0.00 |
| 03 | Silt Fence | 5,100.000 | LF | \$2.35 | \$11,985.00 | .0000 | \$0.00 | 5,100.0000 | \$11,985.00 | \$0.00 | 5,100.0000 | \$11,985.00 | 100.00 | \$0.00 |
| 04 | Erosion Control Mat Urban Class 1 Type B | 3,800.000 | SY | \$2.05 | \$7,790.00 | .0000 | \$0.00 | 7,500.0000 | \$15,375.00 | \$0.00 | 7,500.0000 | \$15,375.00 | 197.37 | -\$7,585.00 |
| 05 | Removing Curb & Cutter | 40.000 | LF | \$10.00 | \$400.00 | .0000 | \$0.00 | 44.0000 | \$440.00 | \$0.00 | 44.0000 | \$440.00 | 110.00 | -\$40.00 |
| 06 | Excavation Common | 200.000 | CY | \$23.00 | \$4,600.00 | .0000 | \$0.00 | 200.0000 | \$4,600.00 | \$0.00 | 200.0000 | \$4,600.00 | 100.00 | \$0.00 |
| 07 | Excavation Below Subgrade | 440.000 | CY | \$6.25 | \$2,750.00 | .0000 | \$0.00 | 261.0000 | \$1,631.25 | \$0.00 | 261.0000 | \$1,631.25 | 59.32 | \$1,118.75 |
| 08 | Borrow | 1,000.000 | CY | \$23.00 | \$23,000.00 | .0000 | \$0.00 | 909.0000 | \$20,907.00 | \$0.00 | 909.0000 | \$20,907.00 | 90.90 | \$2,093.00 |
| 09 | Salvaged Topsoil | 3,800.000 | SY | \$1.25 | \$4,750.00 | .0000 | \$0.00 | 7,500.0000 | \$9,375.00 | \$0.00 | 7,500.0000 | \$9,375.00 | 197.37 | -\$4,625.00 |
| 10 | Geogrid Type SR | 1,900.000 | SY | \$1.00 | \$1,900.00 | .0000 | \$0.00 | .0000 | \$0.00 | \$0.00 | .0000 | \$0.00 | .00 | \$1,900.00 |
| 11 | Base Aggregate Dense - 1 1/4 Inch | 610.000 | TON | \$18.00 | \$10,980.00 | .0000 | \$0.00 | 671.4200 | \$12,085.56 | \$0.00 | 671.4200 | \$12,085.56 | 110.07 | -\$1,105.56 |
| 12 | Base Aggregate Dense - 3/4 Inch | 250.000 | TON | \$40.00 | \$10,000.00 | .0000 | \$0.00 | 250.0000 | \$10,000.00 | \$0.00 | 250.0000 | \$10,000.00 | 100.00 | \$0.00 |
| 13 | Breaker Run | 440.000 | CY | \$18.00 | \$7,920.00 | .0000 | \$0.00 | .0000 | \$0.00 | \$0.00 | .0000 | \$0.00 | .00 | \$7,920.00 |
| 14 | Pulverized and Relay | 7,650.000 | SY | \$2.20 | \$16,830.00 | .0000 | \$0.00 | 7,650.0000 | \$16,830.00 | \$0.00 | 7,650.0000 | \$16,830.00 | 100.00 | \$0.00 |
| 15 | Tack Coat | 500.000 | GAL | \$4.00 | \$2,000.00 | .0000 | \$0.00 | 400.0000 | \$1,600.00 | \$0.00 | 400.0000 | \$1,600.00 | 80.00 | \$400.00 |
| 16 | HMA Pavement 3 MT 58-28 S | 1,000.000 | TON | \$112.00 | \$112,000.00 | .0000 | \$0.00 | 1,334.0500 | \$149,413.60 | \$0.00 | 1,334.0500 | \$149,413.60 | 133.41 | -\$37,413.60 |
| 17 | HMA Pavement 4 MT 58-28 S | 1,300.000 | TON | \$91.50 | \$118,950.00 | .0000 | \$0.00 | 909.3600 | \$83,206.44 | \$0.00 | 909.3600 | \$83,206.44 | 69.95 | \$35,743.56 |
| 18 | Concrete Curb & Gutter | 10.000 | LF | \$150.00 | \$1,500.00 | .0000 | \$0.00 | 6.0000 | \$900.00 | \$0.00 | 6.0000 | \$900.00 | 60.00 | \$600.00 |
| 19 | Marking Line Paint, 4-Inch, Yellow | 5,120.000 | LF | \$0.60 | \$3,072.00 | .0000 | \$0.00 | 5,316.0000 | \$3,189.60 | \$0.00 | 5,316.0000 | \$3,189.60 | 103.83 | -\$117.60 |
| 20 | Marking Line Paint, 4-Inch, White | 5,350.000 | LF | \$0.60 | \$3,210.00 | .0000 | \$0.00 | 5,310.0000 | \$3,186.00 | \$0.00 | 5,310.0000 | \$3,186.00 | 99.25 | \$24.00 |
| 21 | Seed & Fertilizer | 3,800.000 | SY | \$2.00 | \$7,600.00 | .0000 | \$0.00 | 7,500.0000 | \$15,000.00 | \$0.00 | 7,500.0000 | \$15,000.00 | 197.37 | -\$7,400.00 |

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): Village of Osceola
310 Chieftain St.
PO Box 217
Osceola, WI 54020-0217

PROJECT: Simmon Drive - Osceola
75th Ave to Airport Rd
Osceola, WI 54020

APPLICATION NO: 24029.1
PERIOD TO: 10/24/2024

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Albrightson Excavating, Inc.
PO Box 181
345 Southside Drive
Woodville, WI 54028

VIA (ARCHITECT): Stantec Consulting Services, Inc.
733 Marquette Avenue
Suite 1000
Minneapolis, MN 55402

ARCHITECT'S PROJECT NO: 193810003

CONTRACT FOR: Simmon Drive Reconstruction

CONTRACT DATE: 5/14/2024

| ITEM | DESCRIPTION | PLAN QTY | UNIT | UNIT PRICE | SCHEDULED VALUE | PREV COMP QTY/% | PREVIOUS APPL | COMP QTY/% THIS PERIOD | COMP AMT THIS PERIOD | STORED MATERIAL | COMP QTY/% TO DATE | COMPLETED AND STORED | % | BALANCE |
|----------------------|--------------------------|----------|------|------------|-----------------|-----------------|---------------|------------------------|----------------------|-----------------|--------------------|----------------------|-------------|---------|
| 22 | Adjusting Manhole Covers | 3.000 | EA | \$575.00 | \$1,725.00 | .0000 | \$0.00 | 3.0000 | \$1,725.00 | \$0.00 | 3.0000 | \$1,725.00 | 100.00 | \$0.00 |
| REPORT TOTALS | | | | | \$361,662.00 | | \$0.00 | | \$370,149.45 | | | \$370,149.45 | | |
| | | | | | | | | | | \$0.00 | | | \$-8,487.45 | |



EXCAVATING, INC.

PO Box 181

Woodville, WI 54028

Office 715-698-2768 - Fax 715-698-3293

ADDITIONAL WORK ORDER

DATE: 10/15/24

CHANGE ORDER #: 1

JOB NAME & NUMBER: Simmon Drive

LOCATION: Osceola, WI

CUSTOMER/ENGINEER: Stantec

DESCRIPTION: Install and relocate culverts

| DATE | ITEM | UNIT | QUANTITY | RATE | TOTAL |
|-----------|---------------------|------|----------|----------|----------|
| 9/19/2024 | LABOR | HR | 3 | \$109.25 | \$327.75 |
| | E35 EXCAVATOR | HR | 3 | \$155.25 | \$465.75 |
| | T66 SKID LOADER | HR | 3 | \$143.75 | \$431.25 |
| | DELIVERY | EA | 1 | \$250.00 | \$250.00 |
| | 12" GALVANIZED PIPE | LF | 30 | \$23.08 | \$692.40 |
| | 12" ENDWALLS | EA | 2 | \$136.49 | \$272.98 |
| 9/23/2024 | 12"X12" BAND | EA | 1 | \$40.88 | \$40.88 |
| | LABOR | HR | 1 | \$109.25 | \$109.25 |
| | T66 SKID LOADER | HR | 1 | \$143.75 | \$143.75 |
| | E35 EXCAVATOR | HR | 1 | \$155.25 | \$155.25 |

CHANGE ORDER AMOUNT: \$2,889.26

ACCEPTED BY: _____

DATE: _____

ACCEPTED-The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.



Memo

To: Village Board
From: Todd Waters, Public Works Coordinator
CC: Carie Krentz
Date: November 12, 2024
Re: **2016 Revo Sweeper Demo Unit**

GENERAL INFORMATION

Background

Public Works and the Village of Osceola were presented with an opportunity to operate a 2016 Ravo 5 i-series street sweeper unit with the potential to purchase from ABM. This unit is a used demo unit with 300 operating hours and 901 miles. The unit arrived October 24th and will remain at the Public Works facility until November 13th. At this time Public Works staff have put in 21 hours of training from ABM Equipment, operated and maintained the unit daily, and had the City of St. Croix Falls Public Works Director and operator of their Ravo street sweeper discuss with staff the maintenance and operation of the unit. The 2016 Ravo street sweeper demo unit asking price from ABM Equipment is \$130,000.

| Equipment Item | Funding | Amount |
|------------------------|----------------|---------------|
| Patrol Plow Truck | 2025-CIP-R-024 | \$100,000 |
| Street Sweeper | 2027-CIP-R-025 | \$289,500 |
| Ravo 5 Street Sweeper | | \$130,000 |
| Pelican Street Sweeper | Sale of Item | +\$20,000 |

Action(s) Requested

Action 1: At this time staff is respectfully requesting that the Admin and Finance Committee recommend the CIP Patrol Plow Truck expenditure for 2025 of \$100,000 to be reallocated for the purchase of the Ravo street sweeper. The Patrol Plow Truck purchase will be extended to 2027. The sale of the Pelican Street Sweeper funds at an estimated low end of \$20,000 will also go towards the purchase of the Ravo. Staff are currently also working on identifying left over funds from the equipment CIP purchase for 2024.

Supporting Documents

Picture
2024-2029 Approved Five-Year Capital Improvement Plan (Page 10)

RECOMMENDATION(S)

Village Staff and Admin & Finance Committee recommend approval of 2016 Revo Sweeper as presented.

| R Equipment Subsection | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | Illustrative (6-10 year) |
|------------------------|--|--------|---------|---------|---------|--------|--------------------------|
| R 029 | 1 Ton Truck w/ Snow Plow #1 | 35,000 | - | - | - | - | 80,000 |
| R 027 | 5 Ton Flat Bed Trailer • | 12,000 | - | - | - | - | 12,000 |
| R 039 | Skidsteer Attachment - Snow Blower • | 7,000 | - | - | - | 12,800 | 10,000 |
| R 022 | Trailer #1- Medium • | 1,500 | - | - | - | - | 2,500 |
| R 038 | Skidsteer Attachment - Brush Cutter • | 5,000 | - | - | - | 9,000 | 7,000 |
| R 040 | Skidsteer Attachment Hydraulic Rock Bucket • | 3,000 | - | - | - | 6,400 | 5,000 |
| R 042 | Skidsteer Attachment - 72-inch Snow Pusher Mounted • | 5,000 | - | - | - | 9,600 | 7,500 |
| R 015 | 52" Zero Turn Mowers #1 • | 5,000 | - | - | 5,800 | - | 10,000 |
| R 032 | 52" Zero Turn Mowers #2 • | 5,000 | - | - | 5,800 | - | 10,000 |
| R 033 | 72" Zero Turn Mowers #3 • | 12,000 | - | - | - | 15,400 | 12,000 |
| R 017 | Class 5 Dump Truck | 60,000 | - | - | - | - | 60,000 |
| R 041 | Enloader Attachment - Snow Pusher 12 Ft Loader Mounted • | 20,000 | - | - | - | - | 20,000 |
| R 036 | UTV attachment Spreader • | - | 5,300 | - | - | - | 5,300 |
| R 024 | Snow Plow | - | 100,000 | 120,000 | - | - | 280,800 |
| R 014 | 1/2 Ton Truck #1 • | - | - | 55,200 | - | - | 55,200 |
| R 037 | Trailer #2- Large • | - | - | 4,500 | - | - | 4,500 |
| R 025 | Street Sweeper • | - | - | - | 289,500 | - | 289,500 |
| R 035 | UTV #1 w/plow • | - | - | - | 34,800 | - | 34,800 |
| R 023 | Skid Steer • | - | - | - | - | 48,700 | 48,700 |
| R 043 | Skidsteer Attachment - CID Hydraulic Auger • | - | - | - | 4,900 | - | 4,900 |
| R 020 | Hot Asphalt Trailer • | - | - | - | - | 32,000 | 32,000 |
| R 019 | Enloader • | - | - | - | - | - | 267,400 |
| R 026 | Utility Tractor • | - | - | - | - | - | 32,500 |
| R 034 | Articulating Boom Lift • | - | - | - | - | - | 85,600 |



RAVO
FAYAT GROUP

ravo.fayat.com







Memo

To: Village Board
 From: Todd Waters, Public Works Coordinator
 CC: Carie Krentz
 Date: November 12, 2024
 Re: **Approve Capital Expenditure of 1 Ton Truck w/ Snow Plow**

GENERAL INFORMATION

Background

The 2024 approved Capital Improvement Plan has a planned capital budget allowance for the purchase and replacement of a Public Works 1 Ton maintenance truck with plow. This will replace the existing 2019 Ford F350. The 2024 approved CIP has \$35,000 to go towards the replacement of this truck, combined with the sale of the F350 with an estimated value of \$35,000.

| Item | Budget |
|----------------------|-----------------|
| 2019 F350 | \$35,000 |
| 2024-CIP-R-029 | \$35,000 |
| Total Funding | \$70,000 |

Action(s) Requested

Action 1: At this time Public Works staff is respectfully requesting that the Admin and Finance Committee approve the capital expenditure and sale of the 2019 F350, and to purchase its replacement not to exceed total funding of \$70,000.

Attachment(s)

2024-2029 Five Year Capital Approval Plan Final (Page 10)

RECOMMENDATION(S)

Village Staff and Admin & Finance Committee recommend purchase of 1-Ton Truck w/ Snow Plow with sale of 2019 F350 and total purchase price of \$70,000 as presented.

| R Equipment Subsection | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | Illustrative (6-10 year) |
|------------------------|--|--------|---------|---------|--------|---------|--------------------------|
| R 029 | 1 Ton Truck w/ Snow Plow #1 | 35,000 | - | - | - | - | 80,000 |
| R 027 | 5 Ton Flat Bed Trailer • | 12,000 | - | - | - | - | 12,000 |
| R 039 | Skidsteer Attachment - Snow Blower • | 7,000 | - | - | - | 12,800 | 10,000 |
| R 022 | Trailer #1- Medium • | 1,500 | - | - | - | - | 2,500 |
| R 038 | Skidsteer Attachment - Brush Cutter • | 5,000 | - | - | - | 9,000 | 7,000 |
| R 040 | Skidsteer Attachment Hydraulic Rock Bucket • | 3,000 | - | - | - | 6,400 | 5,000 |
| R 042 | Skidsteer Attachment - 72-inch Snow Pusher Mounted • | 5,000 | - | - | - | 9,600 | 7,500 |
| R 015 | 52" Zero Turn Mowers #1 • | 5,000 | - | - | 5,800 | - | 10,000 |
| R 032 | 52" Zero Turn Mowers #2 • | 5,000 | - | - | 5,800 | - | 10,000 |
| R 033 | 72" Zero Turn Mowers #3 • | 12,000 | - | - | - | 15,400 | 12,000 |
| R 017 | Class 5 Dump Truck | 60,000 | - | - | - | - | 60,000 |
| R 041 | Enloader Attachment - Snow Pusher 12 Ft Loader Mounted • | 20,000 | - | - | - | - | 20,000 |
| R 036 | UTV attachment Spreader • | - | 5,300 | - | - | - | 5,300 |
| R 024 | Snow Plow | - | 100,000 | 120,000 | - | - | 280,800 |
| R 014 | 1/2 Ton Truck #1 • | - | - | 55,200 | - | - | 55,200 |
| R 037 | Trailer #2- Large • | - | - | 4,500 | - | - | 4,500 |
| R 025 | Street Sweeper • | - | - | - | - | 289,500 | 289,500 |
| R 035 | UTV #1 w/plow • | - | - | - | - | 34,800 | 34,800 |
| R 023 | Skid Steer • | - | - | - | 48,700 | - | 48,700 |
| R 043 | Skidsteer Attachment - CID Hydraulic Auger • | - | - | - | 4,900 | - | 4,900 |
| R 020 | Hot Asphalt Trailer • | - | - | - | - | 32,000 | 32,000 |
| R 019 | Enloader • | - | - | - | - | - | 267,400 |
| R 026 | Utility Tractor • | - | - | - | - | - | 32,500 |
| R 034 | Articulating Boom Lift • | - | - | - | - | - | 85,600 |

**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, does ordain Chapter 134 of the Code of the Village of Osceola is 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 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), 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)

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 is equivalent to one dwelling unit. For purposes of calculating the public water or sewer impact fee for commercial or industrial development, one ERU 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 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 works 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 works: seven years.
 - 4. Public roadways: seven years.
 - 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 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 as established by the Village fee schedule for each residential dwelling unit created by the development.
- E. The public water and sewer impact fee for commercial or industrial development shall be as established by the Village fee schedule per ERU, based on the number of ERUs applicable to the particular meter size as specified herein.
 - 1. The total public water and sewer impact fee for a particular commercial or industrial development shall be based on the sum of all water meter sizes installed to service the development according to the following table of meter equivalents:

Equivalent Meter Conversion

| Meter Size (inches) | Number of ERU s |
|--------------------------------|------------------------|
| 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 s 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 as established by the Village fee schedule for each ERU .
- 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 as set forth in Subsection **D** above, multiplied by the number of dwelling units in a development.

§ 134-12. **Public works impact fee.**

- A. A public works impact fee is hereby imposed on all development in the Village of Osceola. The public 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 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 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 works 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 works impact fee shall be as established by the Village fee schedule for each ERU. The public works impact fee for commercial or industrial development shall be as established by the Village fee schedule per commercial/industrial acre.
- E. The public works impact fee shall be equal to the amount per ERU set forth in the Village fee schedule 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 Osceola. 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 as established by the Village fee schedule 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 Osceola. 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 as established by the Village fee schedule for each ERU. The public works impact fee for commercial or industrial development shall be as established by the Village fee schedule per trip generation.

§ 134-18. **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.

§ 134-19. **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.

§ 134-20. **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, Village President

Attest: _____
Carie Krentz, Clerk

Published: _____, 2024.

**VILLAGE OF OSCEOLA, POLK COUNTY
RESOLUTION #24-15**

RESOLUTION TO ADOPT NEW IMPACT FEES ON FEE SCHEDULE

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

WHEREAS, the Village staff for the Village of Osceola has determined that it is prudent that impact fees be reviewed for needs to address the impact of new development; and

WHEREAS, a report entitled “Needs Assessment and Impact Fee Update” dated August 28, 2024, prepared by Stantec, and made available for public review along with a copy on file in the Clerk’s office, reviews and addresses the needs within the Village; and

WHEREAS, the Village of Osceola desires to not reference to specific dollar amounts within the Village of Osceola Municipal Code or Ordinances and instead, will provide a resolution updating impact fees for passage; and

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

| IMPACT FEES | | |
|-----------------------|-----------------------|------------|
| Appeals | | \$200.00 |
| Public Water | | \$579.00 |
| Public Sewer | | \$2,857.00 |
| Library | | \$51.00 |
| Public Works Building | Residential | \$483.00 |
| Public Works Building | Commercial / per acre | \$1,746.00 |
| Roads | | \$3,035.00 |
| Parks | | \$87.00 |

Passed and adopted the ____ day of _____ 2024.

Brad Lutz, Village President

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

Carie Krentz, Village Clerk



Memo

To: Village Board
From: Devin Swanberg Village Administrator
CC: Village Board
Date: November 8th 2024
Re: Farmington Fire Contract

The existing agreement with the Town of Farmington dates back to the mid-90s. We have entered into negotiations for a new billing method, as the mil amount has increased by nearly 100% over the past four years. The agreed-upon amount is \$140,000, with a 1% annual increase. The recommendation is to accept the offer and have a contract drafted for approval at the next board meeting.



Memo

To: Admin and Finance
From: Devin Swanberg Village Administrator
CC: Village Board
Date: November 1st
Re: Fire Chief Job Description

Job Title: Paid-On-Call Fire Chief

Location: Village of Osceola, WI

Department: Fire Department

Reports To: Village Board and/or Village Administrator

Job Summary:

The Paid-On-Call Fire Chief is responsible for overseeing all aspects of the Osceola Fire Department's operations, including fire prevention, suppression, emergency response, personnel management, training, and department administration. This role serves as a leader to the fire department, ensuring the safety of the community and firefighters while maintaining compliance with local, state, and federal regulations.

Key Responsibilities:

Operational Management

- Direct and oversee all firefighting, and rescue operations.
- Respond to emergency calls when available, providing leadership and support to ensure safe and effective operations.
- Implement standard operating procedures and maintain readiness for all types of emergency situations.
- Develop and enforce fire safety regulations and codes in collaboration with local government agencies.

Personnel Management

- Recruit, train, and manage paid-on-call firefighters to maintain an effective and prepared team.
- Schedule, oversee, and assess regular training sessions in fire suppression, rescue techniques, and emergency medical procedures.
- Conduct performance evaluations, provide feedback, and implement discipline when necessary.

- Submit payroll with run sheets to the treasurer

Administrative Duties

- Prepare and manage the fire department budget; oversee expenditures and ensure fiscal responsibility.
- Maintain accurate records of incidents, training, and department activities, and submit required reports to the Village Board.
- Coordinate department resources and equipment, ensuring they are well-maintained, operational, and compliant with safety standards.
- Develop long-term plans for the department's growth, equipment needs, and community risk reduction.

Community Engagement

- Collaborate with local agencies and community leaders to enhance public safety and awareness.
- Conduct fire prevention and education programs within the community, including school visits, public events, and community outreach.
- Serve as the fire department's representative at community events, village board meetings, and other public forums.

Required Qualifications:

- High school diploma or equivalent; additional education or certifications in fire science, public administration, or related fields preferred.
- Minimum of 10 years of experience in fire service, including supervisory or command experience.
- Wisconsin Firefighter 2 Certification, or equivalent
- Valid Wisconsin driver's license with a clean driving record.
- Knowledge of modern firefighting techniques, equipment, and emergency response protocols.
- Strong leadership, organizational, and interpersonal skills, with the ability to make quick, effective decisions under pressure.

Preferred Qualifications:

- Valid EMT or First Responder certification preferred.
- Experience with budget management, department administration, and public relations.
- Familiarity with local government operations and emergency management in rural settings.

Compensation:

This position is a paid-on-call role with compensation provided based on the number of calls attended, training sessions completed. Details will be discussed with qualified candidates.

Application Process:

Interested candidates should submit a cover letter, resume, and three professional references to administrator@vil.osceola.wi.us.



Memo

To: Village Board
From: Tanya Batchelor, Treasurer & Carie Krentz, Clerk
CC: Devin Swanberg, Administrator
Date: November 8, 2024
Re: 2025 Budget update

ITEM DESCRIPTION:

On October 30, 2024 the Village Board met to review the 2025 proposed budget. After lengthy discussion the budget ended with a deficit of approximately \$122K. The Board directed staff to get the deficit under \$100K for next board meeting. On November 7, 2024 the Admin & Finance Committee met and reviewed the changes to get the 2025 proposed budget under \$100K and those changes are as follows:

- Reduced each departments budget by a small amount for a \$14K reduction;
- Reduce budgeted expense amount for Legal Counsel – General by \$5,000; and
- Reduce budgeted expense amount for Administration IT Support by \$5,000.

By doing these expense reductions the overall 2025 proposed budget deficit is at \$98,495 and will be covered by general fund.

ATTACHMENTS:

1. 2025 Budget Summary – General Fund
2. Proposed 2025 Budget Summary Publication

RECOMMENDATION:

Village staff and Admin & Finance Committee recommend moving forward with changes and publishing the proposed 2025 Budget Summary with the budget public hearing to be Wednesday, December 4, 2024 at 6:00 pm.

Village of Osceola - 2025 Budget Summary - General Fund

Report Date: 11/8/2024

| Account Number | Description | 2022 Actual | 2023 Actual | 2024 Budget | 2024 Actual thru 10/31/2024 | 2024 % | 2025 Proposed |
|----------------|-------------|-------------|-------------|-------------|-----------------------------|--------|---------------|
|----------------|-------------|-------------|-------------|-------------|-----------------------------|--------|---------------|

| SUMMARY | | | | | | | |
|---------|---------------------------------|-----------|-----------|-----------|-----------|--------|-----------|
| | REVENUE | 3,011,895 | 3,923,413 | 3,226,175 | 896,416 | 27.79% | 3,622,517 |
| | EXPENSES | 3,397,471 | 3,693,713 | 3,433,043 | 1,556,468 | 45.34% | 3,622,518 |
| | BALANCE (REVENUE OVER EXPENSES) | (385,575) | 229,700 | (206,867) | (660,052) | | (0) |

| REVENUES (Categorial Breakdown) | | | | | | | |
|---------------------------------|---|------------------|------------------|------------------|---------------|--------------|------------------|
| Taxes | | | | | | | |
| 100-00-41110-000-000 | Levy for General Fund | 608,675 | 624,030 | 668,763 | - | 0.00% | 620,348 |
| | Additional Levy Per State Statute 66.0602 | - | - | - | - | - | - |
| 300-00-49110-000-000 | Levy for G.O. Debt Service | 930,922 | 929,310 | 931,836 | - | 0.00% | 1,105,567 |
| 100-00-49200-000-430 | Transfer in from TIF#2 | - | 482,537 | - | - | - | - |
| 100-00-41140-000-000 | Mobile Home Taxes | 18,224 | 14,338 | 20,000 | 17,864 | 89.32% | 20,000 |
| 100-00-41310-000-000 | Taxes from Utility | 112,583 | 97,553 | 103,070 | - | 0.00% | 100,000 |
| 100-00-41320-000-000 | Payment in Lieu of Taxes | 3,562 | 9,828 | 4,721 | 8,087 | 171.31% | 8,000 |
| 100-00-41810-000-000 | Interest / Penalty on Taxes | 357 | 1,134 | 100 | - | 0.00% | 100 |
| 100-00-41900-000-000 | Other Taxes | - | - | 1,500 | - | 0.00% | - |
| | Total Taxes | 1,674,323 | 2,158,731 | 1,729,990 | 25,951 | 1.50% | 1,854,015 |

| Special Assessments | | | | | | | |
|----------------------|----------------------------------|----------|------------|--------------|---|---|------------|
| 100-00-42300-000-000 | Special Assessment Revenue | 0 | 123 | 1,700 | - | - | 100 |
| | Total Special Assessments | 0 | 123 | 1,700 | | | 100 |

| Intergovernmental Revenues | | | | | | | |
|----------------------------|---|----------------|----------------|----------------|----------------|---------------|----------------|
| 100-00-43410-000-000 | WI State Shared Revenue | 356,036 | 322,000 | 401,675 | 60,251 | 15.00% | 410,890 |
| 100-00-43415-000-000 | Expenditure Restraint | - | 29,667 | - | - | - | - |
| 100-00-46220-000-000 | Fire Insurance Fee | 10,694 | 12,589 | 12,589 | 13,866 | 110.14% | 13,866 |
| 100-00-43430-000-000 | Exempt Computer Aid | 25,089 | 17,241 | 13,503 | 13,503 | 100.00% | 13,503 |
| 100-00-43531-000-000 | WI State Transportation Aid Revenue | 137,126 | 164,552 | 151,185 | 113,389 | 75.00% | 152,294 |
| 100-00-43416-000-000 | Video Service Provider Aid | - | 3,715 | - | - | - | 3,715 |
| 100-00-43440-000-000 | Personal Property Aid | - | 8,422 | 8,571 | 8,571 | 100.00% | 56,336 |
| 100-00-43534-000-000 | LRIP Grant | - | - | - | - | - | - |
| 100-00-43211-000-000 | Federal Law Enforcement Grants | - | 5,893 | - | - | - | - |
| 100-00-43535-000-000 | Other Federal Grant - Police | - | 6,200 | 250 | 3,715 | 1486.00% | 250 |
| 100-00-43521-000-000 | LE Grants - Officer Training | - | 3,257 | - | - | - | - |
| | Total Intergovernmental Revenues | 528,945 | 573,537 | 587,774 | 213,295 | 36.29% | 650,853 |

| Licenses and Permits | | | | | | | |
|----------------------|--------------------------|-------|-------|-------|-------|---------|-------|
| 100-00-44110-000-000 | Liquor Licenses | 5,337 | 5,911 | 6,000 | 6,145 | 102.42% | 6,000 |
| 100-00-44200-000-000 | All non-liquor licenses | 3,964 | 3,854 | 4,000 | 3,735 | 93.38% | 4,000 |
| 100-00-44400-000-000 | Planning and Zoning Fees | 1,065 | 2,075 | 1,000 | 940 | 94.00% | 1,000 |

Village of Osceola - 2025 Budget Summary - General Fund

Report Date: 11/8/2024

| Account Number | Description | 2022 Actual | 2023 Actual | 2024 Budget | 2024 Actual thru 10/31/2024 | 2024 % | 2025 Proposed |
|--|--------------------------------------|----------------|----------------|------------------|-----------------------------|---------------|----------------|
| 100-00-44300-000-000 | Building Permits | 43,109 | 30,036 | 65,000 | 46,907 | 72.16% | 65,000 |
| 100-00-44405-000-000 | Escrow - Engineering Review | 14,126 | 20,328 | 15,000 | - | 0.00% | 15,000 |
| 100-00-44900-000-000 | Cable Franchise Fees | 14,830 | 14,760 | 15,000 | 9,863 | 65.75% | 15,000 |
| 100-00-46311-000-000 | Street Opening Permits | 1,150 | 5,713 | 1,250 | 1,950 | 156.00% | 2,000 |
| 100-00-46330-000-000 | Downtown Parking Permits | 700 | 2,000 | 1,000 | 451 | 45.10% | 1,000 |
| Total Licenses and Permits | | 84,281 | 84,677 | 108,250 | 69,991 | 64.66% | 109,000 |
| Fines, Forfeits and Penalties | | | | | | | |
| 100-00-45100-000-000 | Forfeitures Collected | 25,980 | 25,787 | | | | |
| 100-00-45100-000-000 | Court Fines Revenue | 434 | 347 | 24,200 | 17,018 | 70.32% | 26,000 |
| 100-00-45110-000-000 | Parking Fines | - | - | 100 | | | 100 |
| Total Fines, Forfeits and Penalties | | 26,414 | 26,134 | 24,300 | 17,018 | 70.03% | 26,100 |
| Public Charges for Service | | | | | | | |
| 100-00-44102-000-000 | Dog Licenses | 849 | 816 | 900 | 768 | 85.33% | 900 |
| 100-00-46211-000-000 | Charges for Public Service - Police | 371 | 983 | 1,000 | 581 | 58.10% | 1,000 |
| | Other - COPS Grant | - | - | - | - | | |
| 100-00-46229-000-000 | Other Police Revenue | - | 1,568 | - | - | | |
| 100-00-46310-000-000 | Other Revenue | 10,000 | 250 | - | - | | |
| 100-00-46100-000-000 | Admin Assesst Search | 1,825 | 1,325 | 1,500 | 1,125 | 75.00% | 1,500 |
| 100-00-44401-000-000 | Zoning Compliance Letters | 25 | - | 250 | - | 0.00% | 100 |
| 100-00-47491-000-000 | Public Fire Protection | 239,443 | 239,454 | 239,454 | - | 0.00% | 239,454 |
| 100-00-46850-000-000 | RDA Administrative Fee | 41,000 | 41,000 | 41,000 | - | 0.00% | 41,000 |
| 100-00-46222-000-000 | Fire Revenue from Townships | 163,284 | 193,903 | 193,903 | 96,952 | 50.00% | 150,000 |
| Public Charges for Service | | 456,797 | 479,299 | 478,007 | 99,426 | 20.80% | 433,954 |
| Misc. General Revenue | | | | | | | |
| 100-00-48100-000-000 | Interest Income | 5,081 | 10,455 | 3,500 | 24,888 | | 80,000 |
| | CTH M Tower Rent - Alltel | 14,982 | 16,344 | Must go to water | | | |
| | Bluff Tower Rent - T-Mobile | 9,900 | 13,464 | | | | |
| | CTH M Tower Rent - Verizon | 18,185 | 20,830 | | | 0.00% | |
| | Bluff Tower Rent- Cingular / ATT | 21,173 | 16,856 | | | 0.00% | |
| | CTH M Tower Cedar Cliff | 3,240 | 2,970 | | | 0.00% | |
| 100-00-48309-000-000 | Sale of Property | - | 367,431 | 50,000 | 324,761 | 0.00% | 350,000 |
| 100-00-48310-000-000 | Sale of Assets | | 49,000 | | 8,000 | | |
| 100-00-48400-000-000 | Recoveries and Reimbursements | 129,556 | 895 | 1,500 | 7,568 | 504.53% | |
| 100-00-48401-000-000 | Recoveries and Reimbursements | - | 18,962 | 7,500 | 20,909 | 278.79% | |
| 100-00-48402-000-000 | Recoveries & Reimbursements - Police | | - | | | | |
| 100-00-48500-000-000 | Donations | 16,000 | 15,000 | 16,000 | 15,000 | 93.75% | 15,000 |
| 100-00-48501-000-000 | Donations - Police | | 2,100 | | | | |
| 100-00-48502-000-000 | Donations - Fire | | | | 69,609 | | |

Village of Osceola - 2025 Budget Summary - General Fund

Report Date: 11/8/2024

| Account Number | Description | 2022 Actual | 2023 Actual | 2024 Budget | 2024 Actual thru 10/31/2024 | 2024 % | 2025 Proposed |
|------------------------------|---------------------------|----------------|----------------|---------------|-----------------------------|----------------|---------------|
| 100-00-48900-000-000 | Misc. Revenues | 1,704 | 95 | 2,000 | - | 0.00% | |
| 100-00-48990-000-000 | Refund Prior Year Expense | - | 2,510 | | - | | |
| Misc. General Revenue | | 219,821 | 536,911 | 80,500 | 470,735 | 584.76% | 445,000 |

| Other Financing Sources | | | | | | | |
|---|--|---------------|---------------|----------------|----------|--------------|----------------|
| 100-00-49280-000-000 | Transfer In - Room Tax Fund | 21,314 | 5,000 | 5,000 | - | 0.00% | 5,000 |
| 100-00-49600-000-000 | Transfer In - Water Fund Repmt of Well 4 Adv | - | 59,001 | 45,000 | - | 0.00% | |
| | Fund Balance Applied | - | - | - | - | | 98,495 |
| | Maintenance & Equipment Borrow | | | 165,655 | - | 0.00% | - |
| Subtotal Other Financing Sources | | 21,314 | 64,001 | 215,655 | - | 0.00% | 103,495 |

| | | | | | | |
|-----------------------|------------------|------------------|------------------|----------------|---------------|------------------|
| TOTAL REVENUES | 3,011,895 | 3,923,413 | 3,226,175 | 896,416 | 27.79% | 3,622,517 |
|-----------------------|------------------|------------------|------------------|----------------|---------------|------------------|

| EXPENSES (CATEGORIAL BREAKDOWN) | | | | | | | |
|--|------------------------------------|------------------|------------------|------------------|------------------|---------------|------------------|
| | Legislative | 111,818 | 124,047 | 116,965 | 60,769 | 51.95% | 97,138 |
| | Administration | 265,288 | 521,339 | 253,835 | 380,562 | 149.92% | 226,117 |
| | Police | 803,926 | 789,245 | 791,465 | 435,986 | 55.09% | 785,820 |
| | Fire | 210,768 | 209,203 | 204,200 | 157,587 | 77.17% | 208,724 |
| | Streets | 177,861 | 266,696 | 254,740 | 104,779 | 41.13% | 244,020 |
| | Street Lights | 25,240 | 35,778 | 57,980 | 31,039 | 53.53% | 41,000 |
| | Storm Water | 11,284 | 13,485 | 16,855 | 17,019 | 100.97% | 17,549 |
| | Street Signs | 6,358 | 11,325 | 14,520 | 5,774 | 39.77% | 11,098 |
| | Garage | 77,098 | 96,311 | 78,995 | 99,322 | 125.73% | 128,225 |
| | Sanitation | 14,158 | 15,540 | 13,575 | 13,980 | 102.98% | 19,062 |
| | Parks | 149,514 | 120,543 | 132,590 | 119,715 | 90.29% | 149,855 |
| | Economic Development | 21,270 | 22,961 | 16,573 | 16,272 | 98.18% | 21,575 |
| | General Fund Transfers | 182,750 | 186,500 | 186,500 | - | 0.00% | 202,500 |
| | Debt Relief | 960,875 | 930,310 | 931,836 | - | 0.00% | 1,105,567 |
| 100-00-52210-226-000 | Public Fire Protection (Hydrants)* | 239,443 | 239,454 | 239,454 | - | 0.00% | 239,454 |
| 100-00-55700-000-000 | Animal Control | | 103 | | | | 600 |
| 100-00-52300-000-000 | Ambulance* | 35,672 | 44,102 | 42,360 | 42,360 | 100.00% | 42,390 |
| 100-00-52400-215-000 | Building Inspection* | 38,461 | 27,328 | 40,000 | 41,951 | 104.88% | 40,000 |
| 100-00-51930-511-000 | Insurance* | - | 2,500 | 5,000 | 2,500 | 50.00% | 4,225 |
| 100-00-51510-215-000 | Auditor | 24,395 | 22,105 | 20,000 | 11,601 | 58.01% | 22,000 |
| 100-00-51530-215-000 | Assessor | 39,100 | 12,600 | 13,200 | 13,200 | 100.00% | 13,200 |
| 100-00-51530-390-000 | Assessor Misc Contractual | 2,192 | 2,238 | 2,400 | 2,052 | 85.50% | 2,400 |
| TOTAL GENERAL FUND OPERATING EXPENDITURES | | 3,397,471 | 3,693,713 | 3,433,043 | 1,556,468 | 45.34% | 3,622,518 |

| | | | | | | |
|-----------------------|------------------|------------------|------------------|------------------|---------------|------------------|
| TOTAL EXPENSES | 3,397,471 | 3,693,713 | 3,433,043 | 1,556,468 | 45.34% | 3,622,518 |
|-----------------------|------------------|------------------|------------------|------------------|---------------|------------------|

| SUMMARY | | | | | | | |
|---------|----------------|------------------|------------------|------------------|----------------|---------------|------------------|
| | REVENUE | 3,011,895 | 3,923,413 | 3,226,175 | 896,416 | 27.79% | 3,622,517 |

Village of Osceola - 2025 Budget Summary - General Fund

Report Date: 11/8/2024

| Account Number | Description | 2022 Actual | 2023 Actual | 2024 Budget | 2024 Actual thru 10/31/2024 | 2024 % | 2025 Proposed |
|----------------|--|-------------|-------------|-------------|-----------------------------|--------|---------------|
| | EXPENSES | 3,397,471 | 3,693,713 | 3,433,043 | 1,556,468 | 45.34% | 3,622,518 |
| | BALANCE (REVENUE OVER EXPENSES) | (385,575) | 229,700 | (206,867) | (660,052) | | (0) |
| | | | | | REVENUES OVER 2024 | | (0) |

Notice is hereby given the Village of Osceola Board will hold a Public Hearing on Wednesday, December 4, 2024 at 6:00 p.m. at Village Hall, Room 205, 310 Chieftain St on the proposed 2025 Budget. The following is a summary of the proposed budget, a detailed account may be inspected at Village Hall.

| GENERAL FUND | 2024 Budget | 2025 Proposed Budget | Percent Change |
|--|------------------------|---------------------------------|---------------------------|
| REVENUES | | | |
| Taxes | | | |
| Property Taxes | \$ 668,763 | \$ 620,348 | -7.2% |
| Property Taxes-Debt Service | 931,836 | 1,105,567 | 18.6% |
| Other Taxes | 131,170 | 128,100 | -2.3% |
| Special Assessments | 1,700 | 100 | 0.0% |
| Intergovernmental Revenues | 601,140 | 650,853 | 8.3% |
| Licenses and Permits | 108,250 | 109,000 | 0.7% |
| Fines, Forfeits, and Penalties | 24,300 | 26,100 | 7.4% |
| Charges for Public Service | 284,104 | 283,954 | -0.1% |
| Intergovt. Charges for Services | 193,903 | 150,000 | -22.6% |
| Interest | 3,500 | 80,000 | 2185.7% |
| Miscellaneous | 77,000 | 365,000 | 374.0% |
| Transfers from other funds | 265,230 | 5,000 | -98.1% |
| Maintenance & Equipment Borrow | 152,289 | - | 0.0% |
| Fund Balance Applied | - | 98,495 | 0.0% |
| Total Revenue | \$ 3,443,185 | \$ 3,622,517 | 5.2% |
| EXPENDITURES | | | |
| General Government | \$ 411,400 | \$ 365,678 | -11.1% |
| Public Safety | 1,317,479 | 1,316,388 | -0.1% |
| Public Works | 443,170 | 460,954 | 4.0% |
| Health & Human Services | - | - | 0.0% |
| Culture, Recreation, and Education | 132,590 | 149,855 | 13.0% |
| Conservation & Development | 20,210 | 21,575 | 6.8% |
| Transfer to Debt service | 931,836 | 1,105,567 | 18.6% |
| Transfer to Library | 139,000 | 155,000 | 11.5% |
| Transfer to other funds | 47,500 | 47,500 | 0.0% |
| Total Expenditures | \$ 3,443,185 | \$ 3,622,517 | 5.2% |
| Revenue Over/(Under) Expenditures | \$ - | \$ - | \$ - |
| Devin Swanberg, Village Administrator | | | |
| Carie Krentz, Village Clerk | | | |